



**REVISED**

**REGULAR MEETING AGENDA**

**Wednesday, January 18, 2023 at 7:00 p.m.**

**POWELL COMMUNITY CENTER  
6200 MARTWAY**

**Meeting In Person and Virtually via Zoom**

*This meeting will be held in person at the time and date shown above. In consideration of the COVID-19 social distancing recommendations, this meeting will also be available virtually via Zoom (<https://zoom.us/join>). Information will be posted, prior to the meeting, on how to join at <https://www.missionks.org/calendar.aspx>.*

*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**

**1. PUBLIC HEARINGS**

**2. SPECIAL PRESENTATIONS**

2a. KDOT Traffic Safety Award to Mission Police

2b. Consolidated Fire District No. 2 Update, Chief Steve Chick

**3. ISSUANCE OF NOTES AND BONDS**

**4. 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**

4a. [Minutes of the December 21, 2022 City Council Meeting](#)

## **CONSENT AGENDA - Finance & Administration Committee**

[Finance & Administration Committee Meeting Packet January 11, 2023](#)

[Finance & Administration Committee Meeting Minutes January 11, 2023](#)

- 4b. Resolution Destruction of Certain Records
- 4c. Award of Contract for Installation of Police Department Radio Repeater
- 4d. City Council Policy No. 120 – Capital Asset Policy
- 4e. CMB Application Casey's General Store

## **CONSENT AGENDA - Community Development Committee**

[Community Development Committee Meeting Packet January 11, 2023](#)

[Community Development Committee Meeting Minutes January 11, 2023](#)

- 4f. Acceptance of Permanent Sidewalk and Utility Easement Along 61<sup>st</sup> Street Between Broadmoor and Barkley

### **5. PUBLIC COMMENTS**

### **6. ACTION ITEMS** **Planning Commission**

#### **Miscellaneous**

### **7. COMMITTEE REPORTS**

#### **Finance & Administration, Trent Boultinghouse**

[Finance & Administration Committee Meeting Packet January 11, 2023](#)

[Finance & Administration Committee Meeting Minutes January 11, 2023](#)

- 7a. 2023 Proposed Reorganization and Reclassifications ([page 5](#))
- 7b. Governing Body Compensation ([page 16](#))

#### **Community Development, Ben Chocie**

[Community Development Committee Meeting Packet January 11, 2023](#)

[Community Development Committee Meeting Minutes January 11, 2023](#)

- 7c. Planning Sustainable Places Program Agreement ([page 24](#))
- 7d. Final Design of Water Works Park Improvements ([page 48](#))

### **8. UNFINISHED BUSINESS**

- 8a. Ordinance Making Findings and Terminating a Fourth Amended Tax Increment Financing Redevelopment Project Plan and Adopting a Fifth Amended Tax Increment Financing Redevelopment Project Plan Pursuant to K.S.A. 12-1770 et

seq. - Mission Gateway ([page 96](#))

- 8b. Ordinance Terminating Mission Gateway Community Improvement District #3 and Authorizing the Creation of the 2022 Mission Gateway Community Improvement District in the City of Mission, Kansas ([page 203](#))
- 8c. Resolution Approving a Fourth Amended and Restated Redevelopment Agreement for the Mission Gateway Project ([page 219](#))

## 9. **NEW BUSINESS**

- 9a. Resolution Ratifying the Expenditure of Funds to Purchase a Ford F-450 Truck for Public Works ([page 327](#))

## 10. **COMMENTS FROM THE CITY COUNCIL**

## 11. **COUNCIL COMMITTEE LIAISON REPORTS**

- Sustainability Commission (Kring/Thomas)
- Parks, Recreation + Tree Commission (Loudon/Ryherd)
- Mission Magazine Editorial Board (Boultinghouse)
- Family Adoption Committee (Chocie)

## 12. **MAYOR'S REPORT**

### **Appointments**

- Robyn Fulks, City Treasurer

### **City Officials**

- Keith Drill, Municipal Court Judge
- Jeffrey Austin, Municipal Court Judge Pro-tem
- David Bell, Municipal Court Judge Pro-tem
- Peter Simonsen, Municipal Court Judge Pro-tem

### **Bond Counsel, Financial Advisor, and Land Use Attorney**

- Gilmore & Bell, Bond Counsel (appointment expires January 17, 2024)
- Ehlers, Inc., Financial Advisor (appointment expires January 17, 2024)
- Pete Heaven, Spencer Fane, Land Use Attorney (appointment expires January 17, 2024)

**13. CITY ADMINISTRATOR'S REPORT**

13a. [December Interim Financial Reports \(page 331\)](#)

**14. EXECUTIVE SESSION**

**ADJOURNMENT**

<b>City of Mission</b>	Item Number:	7a.
<b>ACTION ITEM SUMMARY</b>	Date:	January 18, 2023
<b>Administration</b>	From:	Laura Smith

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

**RE:** Reorganization, Reclassifications and Succession Planning Opportunities

**RECOMMENDATION:** Approve the recommended reorganizations for the Community Development, Administration and Public Works Departments and the reclassification of four positions effective February 1, 2023.

**DETAILS:** Over the last year, and more specifically through the 2023 budget process, I have taken time to evaluate our current organizational structure in an effort to ensure we are best positioned for long-term success. There are a number of trends and issues which I believe are contributing to an environment where there are opportunities for improvement in order to:

- More equitably distribute workload
- Address potential inefficiencies in workflow
- Acknowledge changes in staff and department workloads
- Create staff development and training opportunities
- Promote and encourage talent retention
- Provide clearer expectations and increase the likelihood of hiring the right candidates when recruiting

Recommendations and decisions surrounding reorganizations should be grounded in specific performance goals and objectives. In addition to what I believe to be several immediate or short-term benefits, these recommendations are also based on long-term succession planning and employee development.

The specific recommendations being presented primarily impact Community Development, Administration, and Public Works at this time. However, I am engaged with each of our Department Directors discussing structure and succession planning, and, in the case of the Powell Community Center preparing to address recommendations from the feasibility study. As such, I would anticipate additional recommendations coming forward for Council review and consideration over the course of the next 6-12 months.

The attached memo details the proposed reorganization as well as reclassification of

Related Statute/City Ordinance:	NA
Line Item Code/Description:	Various salary and benefit line items in General Fund
Available Budget:	\$31,368

<b>City of Mission</b>	Item Number:	7a.
<b>ACTION ITEM SUMMARY</b>	Date:	January 18, 2023
<b>Administration</b>	From:	Laura Smith

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

four positions to more closely align with current duties and responsibilities. All changes, if approved by the City Council would become effective February 1, 2023. The estimated first year salary and benefit impact to implement the proposed changes is \$31,368.

**CFAA CONSIDERATIONS/IMPACTS:** Regular review and evaluation of the current organizational structure and workload is important to ensure that employees have an opportunity for personal and professional growth and development anyone or any Department being overburdened with unrealistic expectations workload. This, in addition to considerations for succession planning help to ensure employees of all ages, abilities have an opportunity for long-term success in the organization.

Related Statute/City Ordinance:	NA
Line Item Code/Description:	Various salary and benefit line items in General Fund
Available Budget:	\$31,368



## MEMORANDUM

Date: January 9, 2023  
To: Mayor and City Council  
From: Laura Smith, City Administrator  
RE: Organizational Restructuring and Succession Planning Opportunities

Over the last year, and more specifically through the 2023 budget process, I have taken time to evaluate our current organizational structure in an effort to ensure we are best positioned for long-term success. There are a number of trends and issues which I believe are contributing to an environment where there are opportunities for improvement in order to:

- More equitably distribute workload
- Address potential inefficiencies in workflow
- Acknowledge changes in staff and department workloads
- Create staff development and training opportunities
- Promote and encourage talent retention
- Provide clearer expectations and increase the likelihood of hiring the right candidates when recruiting

Recommendations and decisions surrounding reorganizations should be grounded in specific performance goals and objectives. In addition to what I believe to be several immediate or short-term benefits, these recommendations are also based on long-term succession planning and employee development.

The specific recommendations being presented primarily impact Community Development, Administration, and Public Works at this time. However, I am engaged with each of our Department Directors discussing structure and succession planning, and, in the case of the Powell Community Center preparing to address recommendations from the feasibility study. As such, I would anticipate additional recommendations coming forward for Council review and consideration over the course of the next 6-12 months.

There have been structural decisions made over the last 6-8 years that addressed specific needs at the time, but both personnel and workload changes now make the current division of responsibilities inefficient. In addition, I believe a realignment and rebalancing of responsibilities will have a positive impact on employee morale and mental health, and will position us for greater long-term success.

Another key factor influencing the timing of the recommendations is knowing that with the leadership team currently in place, we have the skill sets to appropriately support and develop

individuals taking on new responsibilities. The proposed changes are intended to help everyone feel more successful and will allow us to focus on a number of high priority projects, programs and services identified by the Governing Body.

In order to accomplish these goals and objectives, I am proposing the following organizational changes become effective February 1, 2023. In addition to the reorganization and reclassifications addressed in this memo, future recommendations will be coming forward in the first quarter of 2023 regarding:

- The City's overall classification and compensation structure and proposed range movement
- Market realignment/adjustment for employees in 2023

### **Community Development**

Prior to 2015, the City had a Community Development Director and an Assistant City Administrator/Finance Director who had the Parks and Recreation Director as a direct report. When Brian Scott was hired (April 2015), the Community Development Director's responsibilities were combined along with those of the Finance Director under one Assistant City Administrator's position. There were supporting positions - City Planner and Accounting Manager – already in place that supported this restructuring. In 2019, the position was reclassified as Deputy City Administrator/Finance Director while still retaining the responsibilities of Community Development Director.

Over the last two years, the volume and pace of development and redevelopment activity has put tremendous strain on the entire Community Development Department. We have added resources and support as the volume of projects has increased, and as services previously outsourced to a third party were no longer available. We added a Building Official's position in the 2019 Budget, and a Building Inspector's position in the 2023 Budget. A Community Development Director's position was also included in the 2023 supplemental requests, but was not ultimately approved because of both financial and space limitations.

In 2021, the Community Development Department issued 402 building permits with a total valuation of \$16.3 million, the highest volume since 2011. In 2022, they issued 377 permits with a total valuation of \$42 million. While the number of permits was less than the 2021 total, the total valuation underscores the fact the projects are larger in size and complexity. The increase in permitting activity also means an increase in cases going to the Planning Commission (an average of 5-7 each month in 2022) for which staff must create reports and presentations.

One of the challenges of development projects is that they are not predictable or consistent in timing throughout the year. Staff must be able to review, recommend and manage them on reasonable timelines in order to meet the needs of the development community. Historically, the development activity came in more manageable "waves" providing an opportunity to focus on

other projects and programs. That is no longer the case, and we do not anticipate a reduction in the number of development applications in the foreseeable future.

In addition to the workload associated with the development projects, there are also a number of high priority programs/service delivery issues facing the Community Development Department which include:

- Finalizing the update to the Comprehensive Land Use Plan
- Selecting and implementing building permitting and code enforcement software
- Coordinating a comprehensive review and update of the City's zoning codes
- Formalizing development review processes and procedures to facilitate ease and efficiency with applicants and among internal staff
- Evaluating opportunities to update building codes, particularly the energy code, outside of the historical 6-year review process used throughout the metropolitan region

Being able to focus more time and energy in these areas will position the Department and the City to be more efficient in successfully managing the development and redevelopment activity which is so important to our overall property valuations. Additionally, it allows us to proactively pursue the goals, objectives and priorities of residents, staff, and the Governing Body.

Recommendation: In order to create the time and capacity to effectively address the volume of work and the high priority projects without creating staff fatigue and burnout, it is recommended that the Deputy City Administrator/Finance Director/Community Development Director's position be retitled/reclassified as Deputy City Administrator for Planning & Development Services with the finance responsibilities transitioning to a new position described below. The position would supervise the following staff positions: City Planner, Building Official and Community Development Coordinator, and would maintain oversight responsibilities for the entire Community Development Department staff which, with the addition of the Building Inspector in 2023 will total six (6) employees. This position would also continue to have a primary role in reviewing and discussing requests for public incentives associated with proposed development or redevelopment projects. The salary grade for the position (Grade 31) would remain the same.

### **Finance and Administration**

Finance responsibilities are currently shared among several positions in the organization including the City Administrator, Deputy City Administrator, Accounting Manager and Accountant. As the complexity of the City's budget increases with more grants, intergovernmental resources, and public-private partnerships for development, we are recognizing a need to more effectively allocate staff time and capacity to these important functions.

Unlike development projects, the finance calendar is generally more predictable with heavy concentrations of staff time and resources during the annual budget process (March-

September) and in connection with the annual audit (November-April). Because of the current organizational structure, there are a number of projects which could help improve overall efficiency and operations for finance, but have been difficult to accomplish because of time and staff focus on development activity. Those include:

- Evaluation, selection and implementation of new financial management software
- Update and/or creation of financial policies and procedures

Restructuring the Finance Director's responsibilities returns the organization to a model that was very effective historically, and better balances the workload and demands between two of the City's key leadership positions. In addition, it provides an opportunity for an existing employee to take on new professional responsibilities in an environment where the transition can be effectively supported by multiple peers with finance experience.

We have also been successful in implementing other changes over the last 6-9 months to more appropriately distribute public information/social media responsibilities throughout the organization, allowing for more of the Assistant City Administrator's time to be available to accommodate this reorganization.

Recommendation: In order to create the time and capacity to effectively address the volume of work and the high priority projects in Community Development and to more efficiently balance workload where staff capacity currently exists, it is recommended that the Assistant City Administrator's position be retitled/reclassified as Deputy City Administrator for Administrative and Finance Services. This would add the finance function to the existing responsibilities for oversight for the Human Resources, Municipal Court and Public Information functions. The position would supervise the following staff positions: Payroll/Benefits Specialist, Lead Court Clerk, Budget/Finance Manager, and Market Coordinators. The position would have oversight responsibilities for Municipal Court and Finance/Administration Department staff which have a total of five (5) full-time employees and two (2) part-time employees. The position would be reclassified from a Grade 29 to a Grade 31. The reclassification of the Accounting Manager's position to Budget/Finance Manager (addressed later in this memo) will also help to support the transition.

## **Public Works**

The Public Works department is currently comprised of the following 13 positions:

- Director
- Public Works Superintendent
- Assistant Public Works Superintendent
- 8 Maintenance Workers
- Mechanic
- Administrative Assistant

Staff is continually evaluating the department structure and procedures to make sure they are providing a quality level of service in an efficient and cost-effective manner with available resources (both budget and manpower).

One change implemented in the last year was to add an Asst. Public Works Superintendent to replace two Crew Leader positions. This has proven to be very successful since most of the Department's tasks, such as asphalt patching and crack sealing, require the full crew. The two Crew Leaders often did not have their own separate crew to supervise, which resulted in confusion over who was in charge and a lack of uniformity and direction in the work performed. After transitioning to an Asst. PW Superintendent, the entire crew began reporting to one person and there has been a more focused direction and less confusion on who is in charge and has resulted in increased productivity and morale.

The Asst. Superintendent currently spends about 90% of scheduled time in the field and 10% in the office. The office work includes planning and tracking weekly field activities, ordering and tracking materials, calling in utility locates, mentoring employees, developing and presenting weekly safety topics, and developing an equipment training program (which has not yet been completed). In the past, many of these activities would be completed by the PW Superintendent, however, that position is now busy managing construction projects, issuing right-of-way permits and performing right-of-way inspections, responding to citizen concerns, coordinating work with utility companies, etc. which leaves little time to manage field activities.

### **Lead Maintenance Worker**

Although the reorganization last year has been successful, we believe that adding a Lead Maintenance Worker position could further enhance the Department's work and increase its level of service and employee retention. This would allow the Asst. Superintendent to have a dedicated Lead Maintenance Worker to supervise field activities under his/her/their direction, whereas the Asst. Superintendent would be able to dedicate more time to office activities listed above.

The goal for this reorganization would be for the Asst. Superintendent to dedicate approximately 30-35% of their time to office work, primarily focusing on developing a robust equipment training program and employee development program (i.e., assessing and providing specific individual training for each employee to improve skills on equipment and leadership, etc.), as well as current duties. Additionally, job duties would also include data input into Cartegraph, the City's asset management software. Currently, some assets are included in the software but staff haven't had the resources to fully implement asset management and track assets and field work completed on a weekly basis. The goal is to reevaluate this in 2023 and determine how to best move forward to improve the asset management program. This will include researching Cartegraph and other asset management software to determine what program best fits Mission's needs.

The timing is advantageous for a Department reorganization as there is currently a vacancy in the Asst. PW Superintendent's position. The position was posted/advertised in October and the Department interviewed several candidates, including qualified internal candidates. If the Lead Maintenance Worker position is approved, we would like to extend offers to two internal candidates for the Asst. PW Superintendent and Lead Maintenance Worker position. Therefore, these positions would be filled internally and would not be additional positions. The Lead Maintenance Works' position would be classified as a Grade 15.

### **Maintenance Worker Progression Program**

There are currently two classifications (Equipment Operator I and II) in the Public Works Department, with seven (7) current employees classified as an Equipment Operator I and only one (1) as an Equipment Operator II. After extensive research of the job market and discussions with other municipalities, it was determined that revising the position to "Maintenance Worker" more aptly meets the job duties of the current positions.

In order to improve employee retention and succession, the Director also developed and recommended implementation of a progression program similar to many other cities in the metropolitan area. This program includes adding an additional position (Maintenance Worker I, II, and III instead of Equipment Operators I and II) and allowing internal/administration promotions for an employee once they meet the requirements for each position. For example, a Maintenance Worker I may be promoted to a Maintenance Worker II if they meet specific requirements, such as years of employment, completion of technical coursework and training, certifications, knowledge of equipment, supervisor recommendation, etc.

It is recommended that once an employee meets the requirements, they would receive a pay increase to the minimum of the next position or a 5 percent raise, whichever is higher. The City Administrator administratively approved the Progression Program in 2022, with implementation to begin in 2023 following Council consideration and approval. If approved, the requirements for movement through the Progression Program would be formally communicated to Department staff and they would begin working to achieve the additional training, certifications, and skill set development required to attain the various levels. The transition/progression is estimated to be handled annually within the Department's approved personnel budget.

### **Reclassification Requests**

In addition to the reorganizations outlined above, there are four additional requests for position reclassifications which are also recommended to take effect February 1, 2023. Position reclassifications are often submitted and reviewed as a part of the annual budget process and then incorporated with the annual review and update of the salary structure. While that review is still pending for all positions, the recommendations below are appropriate for consideration at this time.

### **Accounting Manager reclassified to Budget and Finance Manager (title and grade change)**

Staff is recommending the position of Accounting Manager be reclassified to Budget and Finance Manager, moving from Pay Grade 20 to Pay Grade 23. This change reflects the desire to expand this role to include more responsibility for the creation and maintenance of the annual budget, assessment of policies related to the budget and shifts it to touch more of the full breadth of work of the Finance Department. This shift supports the other reorganization goals described elsewhere in this memo. and distributes the workload more efficiently.

### **Payroll and Benefits Specialist reclassified to HR Specialist (title and grade change)**

Staff is recommending the position of Payroll/Benefits Specialist be reclassified to Human Resources Specialist, moving from Pay Grade 15 to Pay Grade 17. When the position was last advertised (May 2019), the Assistant to the City Administrator was newly overseeing the Human Resources function and was completing many of the related HR tasks not immediately associated with payroll and benefits administration. Since that time, the current staff member serving as the Payroll/Benefits Specialist has continued to take on increasing responsibility for assisting other staff in job postings, coordinating with the City's benefits provider, leading the internal Safety Committee, fostering employee engagement, conducting exit interviews, and advising on other personnel policy changes. She earned the designation as an IPMA-HR Certified Professional in June 2022, a certification anticipated to be required of any future employee filling the reclassified position. The reclassification represents growth in the role which allows the Assistant City Administrator to focus on higher policy level decision making and strategy aligned with other goals outlined in this memo.

### **Facilities and Maintenance Supervisor (grade change only)**

The organization has long discussed the opportunity to expand the role of the Facilities and Maintenance Supervisor in the Parks + Recreation Department to assume responsibilities for maintenance not only of the Powell Community Center and the Mission Family Aquatic Center, but also the Public Works facility and the City Hall/Police Department Facility. During the two most recent recruitment efforts, the City has been able to attract and hire individuals qualified to take on these additional responsibilities. This reclassification is recommended for a change in pay grades from Grade 20 to Grade 23 acknowledging the expanded responsibilities now carried by the position.

### **Parks Technician to Parks Maintenance Supervisor (title and grade change)**

In 2021, an existing Parks Maintenance position was converted from a focus on maintenance of the Powell Community Center to maintenance and upkeep of a variety of outdoor park and recreation amenities. With the increased attention and resources being dedicated to Mission's outdoor parks, this position has taken on increased responsibility, including playground safety

inspection certification, and is anticipated to begin supervising additional part-time and potentially full-time maintenance staff. In recognition of the increased training, certifications, and supervisory responsibilities it is recommended to reclass the position from a Grade 10 to a Grade 13 and change the title to Parks Maintenance Supervisor.

### **Budget impacts and Implementation**

An important component of any personnel reorganization or reclassification is an evaluation of the budgetary and financial impacts. Personnel changes are not one-time expenses and must be reviewed and recommended carefully, especially in a small scale budget like Mission's.

For the reorganization, the promotions in Public Works and the reclassifications, there is an anticipated annual budget impact for 2023 of \$31,368 broken down between salary and benefits as follows: Salary impacts: \$27,124; Benefit impacts: \$4,244.

### **Summary**

I believe the changes proposed in this memo thoughtfully and carefully realign duties and responsibilities among existing positions within our organizational structure while respecting budgetary limits, and does not result in a shift of unreasonable burdens or expectations from one position to another.

The changes proposed have been reviewed and discussed with the impacted Department Directors and reviewed by the City's HR Consultant and all the other Directors to review and evaluate the performance and viability of their current departmental structures. I will look forward to answering any questions and discussing in more detail during our January 11 Finance & Administration Committee meeting.

City of Mission  
2022 Classification and Compensation

2022 Classification and Compensation Structure						
City of Mission, Kansas						
Position	Pay Grade	Minimum Annual	Maximum Annual	Minimum Hourly	Maximum Hourly	
Mayor (current)	NA	\$12,000	\$12,000	NA	NA	
Mayor (proposed)	NA	\$12,720	\$12,720	NA	NA	
City Councilmember (current)	NA	\$4,200	\$4,200	NA	NA	
City Councilmember (proposed)	NA	\$4,452	\$4,452	NA	NA	
Office Assistant	11	36,517.07	53,040.01	17.56	25.50	
Accountant	12	38,150.63	57,037.31	18.34	27.42	
Payroll/Benefits Specialist (current)	15	48,314.03	70,059.88	23.23	33.68	
HR Specialist (proposed)	17	51,142.59	74,132.00	24.59	35.64	
Accounting Manager (current)	20	61,060.23	88,512.62	29.36	42.55	
Budget and Finance Manager (proposed)	23	71,387.33	103,512.42	34.32	49.77	
City Clerk	17	51,142.59	74,132.00	24.59	35.64	
Assistant City Administrator	29	95,674.71	138,726.57	46.00	66.70	
Deputy City Administrator	31	105,980.26	153,662.88	50.95	73.88	
City Administrator	33	116,284.69	168,598.06	55.91	81.06	
Court Clerk	13	42,073.56	61,017.15	20.23	29.34	
Lead Court Clerk	14	46,096.71	66,732.76	22.16	32.08	
				0.00	0.00	
Public Works Director	29	95,674.71	138,726.57	46.00	66.70	
Public Works Superintendent	23	71,387.33	103,512.42	34.32	49.77	
Asst. Public Works Superintendent	19	58,736.35	85,150.36	28.24	40.94	
Lead Maintenance Worker (proposed)	16	50,633.38	73,423.27	24.34	35.30	
Maintenance Worker I (proposed)	11	36,571.07	53,040.01	17.58	25.50	
Maintenance Worker II (proposed)	13	42,073.56	61,017.15	20.23	29.34	
Maintenance Worker III (proposed)	15	48,314.03	70,059.88	23.23	33.68	
Mechanic	15	48,314.03	70,059.88	23.23	33.68	
Permit Technician	13	42,073.56	61,017.15	20.23	29.34	
Neighborhood Services Officer	14	46,096.71	66,732.76	22.16	32.08	
Community Development Coordinator	16	50,633.38	73,423.27	24.34	35.30	
City Planner	17	51,136.70	74,141.97	24.58	35.65	
Building Inspector	17	51,136.70	74,141.97	24.58	35.65	
Building Official	23	71,387.33	103,512.42	34.32	49.77	
Maintenance Worker	10	35,216.42	51,049.41	16.93	24.54	
Parks Technician (current)	10	35,216.42	51,049.41	16.93	24.54	
Parks Maintenance Supervisor (proposed)	13	42,073.56	61,017.15	20.23	29.34	
Facilities & Maintenance Supervisor (current)	20	61,060.23	88,512.62	29.36	42.55	
Facilities & Maintenance Supervisor (proposed)	23	71,387.33	103,512.42	34.32	49.77	
Aquatics Facilities Manager	17	51,136.70	74,141.94	24.58	35.65	
Aquatics Coordinator	13	42,073.56	61,017.15	20.23	29.34	
Recreation Program Supervisor	20	61,060.23	88,512.62	29.36	42.55	
Recreation Program Coordinator	15	48,314.03	70,059.88	23.23	33.68	
Administrative Supervisor	20	61,060.23	88,512.62	29.36	42.55	
Rental Coordinator	13	42,073.56	61,017.15	20.23	29.34	
Membership Coordinator	13	42,073.56	61,017.15	20.23	29.34	
Parks & Recreation Director	29	95,674.71	138,727	46.00	66.70	
				0.00	0.00	
Police Records Clerk	13	42,073.56	61,017.15	20.23	29.34	
Community Service Officer	13	42,073.56	61,017.15	20.23	29.34	
CIS Specialist	17	51,142.59	74,132.00	24.59	35.64	
Police Chief	31	105,980.26	153,622.88	50.95	73.86	

\*All other commissioned LE Personnel subject to step plan

<b>City of Mission</b>	Item Number:	7b.
<b>ACTION ITEM SUMMARY</b>	Date:	January 18, 2023
<b>ADMINISTRATION</b>	From:	Laura Smith

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

**RE:** Governing Body Compensation

**RECOMMENDATION:** Review and recommend any proposed changes to annual compensation for Mission’s Governing Body.

**DETAILS:** Section 115.60 of the Mission Municipal Code establishes compensation for the Governing Body. Currently, it provides for an annual salary of \$12,000 for the Mayor and \$4,200 for Councilmembers. The code also outlines that Council compensation will be reviewed annually at the first regularly scheduled meeting in January. The current compensation was established via Ordinance 1027 on January 23, 2002.

A formal review had not been conducted since 2002. Information has been shared periodically with the Mayor and Council regarding compensation comparisons in other Johnson County cities with no follow-up action being requested. During the review in January 2022, the Council asked that it be brought back for discussion in December for potential action in January 2023.

The compensation structure for elected officials varies widely from city to city throughout Johnson County as shown in the attached survey matrix. In addition, in some cities the Mayor and Council are provided an opportunity to waive or reduce the established salaries. In some cases, this requires a majority vote of the Council, in others each member of the Governing Body may make that decision on their own. In Mission, any Council member may elect in writing not to receive or take a reduction in the annual salary.

Recent Council discussion has focused on consideration of establishing a salary which would encourage diversity in those choosing to file for elected office in order reduce potential barriers to entry because of financial, childcare, or other related issues. During the December Finance & Administration Committee meeting there was consensus to provide an opportunity for action in January.

If desired by the Governing Body, a mechanism like that used by the City of Merriam, which involves increasing elected salaries commensurate with an average employee raise annually could be an appropriate consideration. These annual increases are reviewed and developed carefully each year based on Mission’s specific goals and current financial situation.

If this approach were to be adopted, the 2022 increase would be 6.0%, bringing Council salaries to \$4,452 annually and the Mayor’s salary to \$12,720 annually. For reference,

Related Statute/City Ordinance:	Section 115.60 Mission Municipal Code
Line Item Code/Description:	01-09-101-03
Available Budget:	\$52,200

<b>City of Mission</b>	Item Number:	7b.
<b>ACTION ITEM SUMMARY</b>	Date:	January 18, 2023
<b>ADMINISTRATION</b>	From:	Laura Smith

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

the average increase for employees over the last five years has been as follows:

Year	Average Employee Increase
2022	6.0%
2021	4.0%
2020	3.5%
2019	4.0%
2018	3.0%

If this, or another approach is determined as preferred at the January 11 Finance & Administration Committee meeting, staff will prepare the appropriate ordinance to revised Section 115.60 of the Mission Municipal code accordingly for consideration at the January 18 City Council meeting.

**UPDATE:** During the January 11, 2023 Finance & Administration Committee meeting, the Council asked staff to prepare an ordinance to revise Section 115.60 of the Mission Municipal Code to allow for an annual increase in the salary of the Governing Body that would correspond with the merit increase equivalent to a “Meets Expectations” rating given to employees in the most recent performance evaluation cycle. Redlined and clean copies of the proposed code revisions have been included in the packet along with an ordinance which would make the changes effective following publication.

**CFAA CONSIDERATIONS/IMPACTS:** Reviewing and evaluating compensation for all City employees and officials allows for appropriate consideration of barriers which might reduce the opportunity for persons of all ages, abilities and socioeconomic status to successfully participate in the effective delivery of local government services.

Related Statute/City Ordinance:	Section 115.60 Mission Municipal Code
Line Item Code/Description:	01-09-101-03
Available Budget:	\$52,200

### Governing Body Compensation - Johnson County - January 2022

City	Population	Mayor	Council	Notes/Comments:
Mission Woods	186	\$0/yr	\$0/yr	Volunteer positions.
Westwood Hills	463	\$900/yr	\$420/yr	
Lake Quivira	920	\$2/yr	\$2/yr	Volunteer positions.
Westwood	1,657	\$8,400/yr	\$3,000/yr	
Edgerton	1,713	\$90,000/yr	\$25/per diem	Reimbursement for milage, actual time lost from regular employment, food and lodging.
Mission Hills	3,574	\$1/yr	\$1/yr	Volunteer positions.
Fairway	3,960	\$3,600/yr	\$1,800/yr	
De Soto	6,254	\$9,240/yr	\$840/yr	Mileage reimbursement.
Spring Hill	6,626	\$5,000/yr	\$3,000/yr	
Roeland Park	6,769	\$6,120/yr	\$5,100/yr	
Bonner Springs	7,782	\$2,400/yr	\$840/yr	
Mission	9,523	\$12,000/yr	\$4,200/yr	Reimbursed for mileage, and provided with an additional \$25/mo taxable fringe benefit for communications
Merriam	11,185	\$12,801/yr	\$5,804/yr	Mayor/Councilmembers salaries adjusted annually through compensation plan.
Gardner	21,528	\$7,773.12/yr	\$3,836.40/yr	Additional \$60 car allowance.
Prairie Village	22,170	\$1/yr	\$1/yr	Volunteer positions, check returned to the City.
Leawood	34,670	\$20,000/yr	\$11,000/yr	Mayor receives \$4,800 yearly car allowance and \$200 month for communication expense. Councilmember receive \$250 montly milage expense and \$100 month for communication expense.
Lenexa	54,011	\$23,488.47/yr	\$11,759.07/yr	Mayor/Councilmembers receives \$1,638 phone stipend per year. Mayor received \$2,002 additional car allowance.
Shawnee	65,540	\$16,271.58/yr	\$9,615.32/yr	
Olathe	137,618	\$26,989/yr	\$13,494/yr	Mayor Pro Tem: \$16,193.
Overland Park	191,011	\$32,000/yr	\$12,800/yr	Annual salary of the President of the Council and of each councilmember that serves as Chairs of the four Committees is 45% of the Mayor's annual salary. Annual salary of each City Council Member shall be an amount equal to 40% of the Mayor's annual salary.

Mission Municipal Code

Section 115.060 **Compensation.**

[CC 2000 §2-111; Ord. No. 1027 §1(2-111), 1-23-2002]

A. The compensation of the Governing Body shall be as follows:

1. ~~The annual salary for the Mayor shall be set forth in the City's compensation plan. The salary shall be paid in monthly installments until the Mayor's term of office shall cease, or he/she/they are removed from office, or for any reason leave the office. There is hereby created a salary for the Mayor in the amount of twelve thousand dollars (\$12,000.00) per year and each year thereafter until his/her term of office shall cease or he/she is removed from office or for any reason shall leave office and his/her successor shall be qualified and take over the duties of the office;~~
2. ~~The annual salary for the office of Council member shall be set forth in the City's compensation plan. The salary shall be paid in monthly installments until the Councilmember's term of office shall cease, or he/she/they are removed from office, or for any reason leave the office. There is hereby created for each Council member a salary in the amount of four thousand two hundred dollars (\$4,200.00) per year and each year thereafter until his/her term of office shall cease or he/she is removed from office or for any reason shall leave office and his/her successor shall be qualified and take over the duties of the office;~~
3. ~~In the event that a Council member is appointed to office, he/she shall receive the same salary as an elective Council member.~~
34. The Governing Body will review annually the compensation of the Mayor and Council members at the first (1st) regularly scheduled meeting in January. The salaries of the Mayor and Council members shall be adjusted annually in accordance with the merit increase aligned with the "Meets Expectations" category for all other City Employees from the most recent performance evaluation period unless otherwise modified by action of the Governing Body.
4. The annual salary and any corresponding adjustment to the salary for the office of Mayor or Councilmember may be waived or reduced at any time upon written request of an individual elected official and such waiver or reduction may be revoked at any time in writing.

Mission Municipal Code

Section 115.060 **Compensation.**

**[CC 2000 §2-111; Ord. No. 1027 §1(2-111), 1-23-2002]**

- A. The compensation of the Governing Body shall be as follows:
1. The annual salary for the Mayor shall be set forth in the City's compensation plan. The salary shall be paid in monthly installments until the Mayor's term of office shall cease, or he/she/they are removed from office, or for any reason leave the office.
  2. The annual salary for the office of Council member shall be set forth in the City's compensation plan. The salary shall be paid in monthly installments until the Councilmember's term of office shall cease, or he/she/they are removed from office, or for any reason leave the office.
  3. The Governing Body will review annually the compensation of the Mayor and Council members at the first (1st) regularly scheduled meeting in January. The salaries of the Mayor and Council members shall be adjusted annually in accordance with the merit increase aligned with the "Meets Expectations" category for all other City Employees from the most recent performance evaluation period unless otherwise modified by action of the Governing Body.
  4. The annual salary and any corresponding adjustment to the salary for the office of Mayor or Councilmember may be waived or reduced at any time upon written request of an individual elected official and such waiver or reduction may be revoked at any time in writing.

CITY OF MISSION, KANSAS  
ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING SECTION 115.60 OF THE CITY OF MISSION MUNICIPAL CODE RELATING TO ANNUAL COMPENSATION FOR THE GOVERNING BODY.**

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

SECTION 1. Section 115.60 is hereby amended as follows:

- A. The compensation of the Governing Body shall be as follows:
1. The annual salary for the Mayor shall be set forth in the City's compensation plan. The salary shall be paid in monthly installments until the Mayor's term of office shall cease, or he/she/they are removed from office, or for any reason leave the office.
  2. The annual salary for the office of Council member shall be set forth in the City's compensation plan. The salary shall be paid in monthly installments until the Councilmember's term of office shall cease, or he/she/they are removed from office, or for any reason leave the office.
  3. The Governing Body will review annually the compensation of the Mayor and Council members at the first (1st) regularly scheduled meeting in January. The salaries of the Mayor and Council members shall be adjusted annually in accordance with the merit increase aligned with the "Meets Expectations" category for all other City Employees from the most recent performance evaluation period unless otherwise modified by action of the Governing Body.
  4. The annual salary and any corresponding adjustment to the salary for the office of Mayor or Councilmember may be waived or reduced at any time upon written request of an individual elected official and such waiver or reduction may be revoked at any time in writing.

SECTION 2. Take Effect. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the official City newspaper, all as provided by law.

PASSED BY THE CITY COUNCIL this 18th day of January 2023.

APPROVED BY THE MAYOR this 18th day of January 2023.

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Solana Flora, Mayor

(SEAL)

Attest:

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Robyn L. Fulks, City Clerk

City of Mission  
2022 Classification and Compensation

<b>2022 Classification and Compensation Structure</b>					
<b>City of Mission, Kansas</b>					
<b>Position</b>	<b>Pay Grade</b>	<b>Minimum Annual</b>	<b>Maximum Annual</b>	<b>Minimum Hourly</b>	<b>Maximum Hourly</b>
Mayor	NA	\$12,720	\$12,720	NA	NA
City Councilmember	NA	\$4,452	\$4,452	NA	NA
Office Assistant	11	36,517.07	53,040.01	17.56	25.50
Accountant	12	38,150.63	57,037.31	18.34	27.42
Payroll/Benefits Specialist	15	48,314.03	70,059.88	23.23	33.68
HR Specialist	17	51,142.59	74,132.00	24.59	35.64
Accounting Manager	20	61,060.23	88,512.62	29.36	42.55
Budget and Finance Manager	23	71,387.33	103,512.42	34.32	49.77
City Clerk, CIS Specialist	17	51,142.59	74,132.00	24.59	35.64
<del>Assistant City Administrator</del>	<del>29</del>	<del>95,674.71</del>	<del>138,726.57</del>	<del>46.00</del>	<del>66.70</del>
Deputy City Administrator	31	105,980.26	153,662.88	50.95	73.88
City Administrator	33	116,284.69	168,598.06	55.91	81.06
Court Clerk	13	42,073.56	61,017.15	20.23	29.34
Lead Court Clerk	14	46,096.71	66,732.76	22.16	32.08
				0.00	0.00
Public Works Director	29	95,674.71	138,726.57	46.00	66.70
Public Works Superintendent	23	71,387.33	103,512.42	34.32	49.77
Asst. Public Works Superintendent	19	58,736.35	85,150.36	28.24	40.94
Lead Maintenance Worker	16	50,633.38	73,423.27	24.34	35.30
Maintenance Worker I	11	36,571.07	53,040.01	17.58	25.50
Maintenance Worker II	13	42,073.56	61,017.15	20.23	29.34
Maintenance Worker III	15	48,314.03	70,059.88	23.23	33.68
Mechanic	15	48,314.03	70,059.88	23.23	33.68
Permit Technician	13	42,073.56	61,017.15	20.23	29.34
Neighborhood Services Officer	14	46,096.71	66,732.76	22.16	32.08
Community Development Coordinator	16	50,633.38	73,423.27	24.34	35.30
City Planner	17	51,136.70	74,141.97	24.58	35.65
Building Official	23	71,387.33	103,512.42	34.32	49.77
Maintenance Worker	10	35,216.42	51,049.41	16.93	24.54
Parks Technician	10	35,216.42	51,049.41	16.93	24.54
Parks Maintenance Supervisor	13	42,073.56	61,017.15	20.23	29.34
Facilities & Maintenance Supervisor	20	61,060.23	88,512.62	29.36	42.55
Facilities & Maintenance Supervisor	23	71,387.33	103,512.42	34.32	49.77
Aquatics Facilities Manager	17	51,136.70	74,141.94	24.58	35.65
Aquatics Coordinator	13	42,073.56	61,017.15	20.23	29.34
Recreation Program Supervisor	20	61,060.23	88,512.62	29.36	42.55
Recreation Program Coordinator	15	48,314.03	70,059.88	23.23	33.68
Administrative Supervisor	20	61,060.23	88,512.62	29.36	42.55
Rental Coordinator	13	42,073.56	61,017.15	20.23	29.34
Membership Coordinator	13	42,073.56	61,017.15	20.23	29.34
Parks & Recreation Director	29	95,674.71	138,727	46.00	66.70
				0.00	0.00
Police Records Clerk	13	42,073.56	61,017.15	20.23	29.34
Community Service Officer	13	42,073.56	61,017.15	20.23	29.34
CIS Specialist	17	51,142.59	74,132.00	24.59	35.64
Police Chief	31	105,980.26	153,622.88	50.95	73.86

\*All other commissioned LE Personnel subject to step plan

<b>City of Mission</b>	Item Number:	7c.
<b>ACTION ITEM SUMMARY</b>	Date:	January 18, 2022
<b>Community Development</b>	From:	Karie Kneller

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

**RE:** Planning Sustainable Places Grant Sponsor Agreement

**RECOMMENDATION:** Approve the Planning Sustainable Places Grant Sponsor Agreement between the City of Mission and the Mid-America Regional Council (MARC), committing up to \$20,000 in local match for \$80,000 in federal funds used for the study of Rock Creek corridor improvements between Woodson Street and Roeland Drive.

**DETAILS:** Planning Sustainable Places (PSP) is a program instituted through MARC, the metropolitan planning organization, to utilize federal and state funding for local and county governments in our region which implement sustainable plans that address land use, transportation, and sustainability at the local level. The focus of the program, since the first round of funding was awarded in 2013, has been to support vibrant communities through site-specific and project-specific activities in city centers and along connected corridors. Since 2013, there have been four more rounds of funding every two years for projects in three categories: Sustainable Places Plans, Project Development Studies, and Implementation Activities. Mission applied for, and was awarded, funding to conduct a Project Development Study for a round six PSP project in 2023. There is a map with information about past project awards on the [MARC website](#).

The intent of the project is to devise a development plan that utilizes innovative public engagement to develop recommendations for a portion of the Rock Creek corridor. The Rock Creek Trail is the main pedestrian connector from Mission’s west side at Metcalf, abutting Overland Park, through the heart of the City to the east side at Roeland Drive, abutting Roeland Park. The focus area, a 33-acre site in Mission’s central and eastern commercial corridor, is an integral piece of the regional context (See Attachment). The project site extends from Woodson to Roe and from Johnson Drive to Martway. The study will address transportation and mobility challenges while improving the environment, promote health and safety, build social equity, and support economic development. Building a vibrant and active pedestrian and bicycle connection between the Metcalf commercial corridor to various community amenities and activity centers throughout Mission and continuing toward the East Gateway is a long-term vision that converges in Mission’s downtown center.

The study will explore sustainable development opportunities that address transportation, green infrastructure, alternative energy, art, and community interaction in the public realm. Transforming under-utilized or vacant land into dynamic spaces that incorporate green infrastructure while supporting local businesses and beautifying pedestrian connections also induces existing housing stock improvements and further

Related Statute/City Ordinance:	
Line Item Code/Description:	01-23-206-05
Available Budget:	\$20,000.00

<b>City of Mission</b>	Item Number:	7c.
<b>ACTION ITEM SUMMARY</b>	Date:	January 18, 2022
<b>Community Development</b>	From:	Karie Kneller

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

drives economic growth. Incorporating EV charging stations, green stormwater buffers for flood mitigation, complete streets, and connecting multi-modal paths to the regional context is a convergence of environmental, economic, and equitable development that is a catalyst for future progress. Determining where and how these elements may be usefully incorporated to build on past accomplishments is the objective of the study.

Mission requested a grant for \$80,000 in federal funding through MARC for the project, and Mission is responsible to sponsor an additional \$20,000 for a total project budget of \$100,000. MARC issued the request for proposals (RFP) for this project on November 28th, 2022, and the deadline for proposals was January 6th. Upon receiving proposals, MARC will coordinate, and Mission will identify a proposal selection committee led by staff, that will consider the proposals and conduct consultant interviews. Once the City has selected a consulting firm to conduct the study, MARC will initiate and hold the contract with the consultant to perform the work. Work is slated to begin by the end of March 2023. By August 2023, the study should be completed, and the outcome will be a plan and budget for future project implementation. Further, there will be an opportunity in 2025 for Mission to seek additional funding through MARC's Planning Sustainable Places program to implement all or part of the project recommendations that come out of this study.

**CFAA CONSIDERATIONS/IMPACTS: N/A**

Related Statute/City Ordinance:	
Line Item Code/Description:	01-23-206-05
Available Budget:	\$20,000.00

MID-AMERICA REGIONAL COUNCIL'S  
PLANNING SUSTAINABLE PLACES PROGRAM

**AGREEMENT**

**PARTIES:**                    **City of Mission, Kansas**, hereinafter referred to as the “Sponsor”  
  
   **Mid-America Regional Council**, hereinafter referred to as “MARC”

**PURPOSE:**                    The Planning Sustainable Places (here in after known as “PSP”) program provides local governments with financial support to advance detailed planning and project development activities in support of *Connected KC 2050*'s activity centers and corridors framework. Funds received will be used to advance detailed local planning in support of the Rock Creek Corridor Improvements: Downtown Center to East Gateway as detailed in Exhibit A.

The program looks to facilitate the following objectives:

- Support the development and implementation of local activity center plans consistent with the Creating Sustainable Places principles, identified regional activity centers, and the land use policy direction outlined in *Connected KC 2050*.
- Support localized public engagement and community consensus building.
- Support the identification and conceptualization of transportation projects, land use strategies, and related sustainable development initiatives that help to realize and advance the objectives identified in the Creating Sustainable Places initiative, *Connected KC 2050*, and the MARC Board's adopted policy statement on regional land use direction.

**EFFECTIVE**                    The parties mutually agree to Articles I, II, and III in accordance with this Agreement effective the date signed by MARC's Executive Director or his/her designee until the 1st day of December, 2023.

**ARTICLE I**

**SPONSOR AGREES:**

1. To fund their portion of the PSP program's required local match of \$20,000.00 with a one-time payment upon receipt of invoice for the local match;
2. That any change order or request for additional services must be submitted through MARC to the contracted consultant. If the resulting change order or request for additional services requires additional funding, payment shall be the responsibility of the Sponsor;
3. To provide a project manager and coordinate the consultant team;
4. To participate in the PSP program management and provide MARC all required technical assistance, data and any other necessary information needed to successfully manage and

comply with federal requirements regarding the PSP project;

5. Agree to include designated MARC project liaison in study advisory committee; and
6. To provide a selection committee to review consultant vendor proposals, interview prospective consultant vendors, and make final selection of vendor.
7. To provide final approval of project deliverables.

## **ARTICLE II**

### **MARC AGREES:**

1. To provide project liaison and project management;
2. To administer awarded Planning Sustainable Places federal funding of \$80,000.00, unless state or federal funding sources withdraw funding.
3. To coordinate and conduct consultant selection process to meet state and federal procurement requirements in the use of federal funds that includes but is not limited to debarment and Disadvantaged Business Enterprise (DBE) requirements;
4. To provide oversight of federal requirements that governs the use of federal funds in connection with the PSP program; and
5. To administer consultant invoicing and reimbursement process per state and federal guidelines.
6. To accept consultant deliverables only with Sponsor approval.

## **ARTICLE III**

### **BOTH PARTIES MUTUALLY AGREE:**

1. That this Agreement and all contracts entered into under provisions of this Agreement shall be binding upon City of Mission, Kansas and MARC; and
2. That no third party beneficiaries are intended to be created by this Agreement, nor do the parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

[Balance of page left blank]

**IN WITNESS WHEREOF:** the parties hereto have caused this Agreement to be signed by their authorized officers effective the date signed by MARC's Executive Director or his/her designee..

**Mid-America Regional Council**

**City of Mission, Kansas**

David Warm  
Executive Director

Sollie Flora  
Mayor

  
\_\_\_\_\_

\_\_\_\_\_

Date: 12/28/2022

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

## Exhibit A



# Planning Sustainable Places

ADVANCING A SUSTAINABLE REGION PLACE BY PLACE

## General & Project Information [First Page]

Question	Answer
You must classify your project into one category. Select your category from the following list:	Project Development
Project Name:	Rock Creek Corridor Improvements: Downtown Center to East Gateway
Project Location: (city, county, and general boundaries if site-specific plan)	Mission, KS, along and adjacent to the Rock Creek Trail between Woodson Street and Roeland Drive
Total Cost	\$100,000
Federal Amount	\$80,000
Minimum Funding Amount	\$80,000
Non-federal Cash Match - <b>Must be at least 20% of Question 2.1 above...</b>	\$20,000
Source of local match:	City of Mission KS
Is the project scalable?	Yes
If Yes, what is the minimum amount?	\$75,000

## Study Area & Context [Second Page]

Question	Answer
Please draw the boundaries of your proposed project's study area.	

What is in your proposed scope to connect the above destinations in your study area? Please tell us about any priority destinations that are to be connected.

The study area comprises the eastern half of the Mission Downtown Commercial District and East Gateway District between Johnson Drive to the north, Martway to the south, and between Woodson to the west and Roeland Drive to the east. The focus is the 10-foot-wide existing Rock Creek Trail as the primary east/west pedestrian and bicycle connection within the project area and throughout Mission from the Metcalf commercial corridor on the west to Roeland Park on the east. Enhancements along the trail in the project area will promote multimodal transportation and, in conjunction with green infrastructure and safety improvements, will serve to connect and support businesses from the Downtown and East Gateway Districts, promote an increase in quality residential housing, protect natural resources, manage stormwater, and increase trail utilization and community engagement by creating a sense of place. Opportunities to improve City-owned vacant properties in the study area, and partnerships with area businesses in an endeavor to create a vibrant hub in the center of Mission, can serve to promote environmental protection, economic vitality, and social interaction along one of Mission's most treasured amenities, the Rock Creek Trail. The trail is utilized by pedestrians and bicyclists for recreation and as a utilitarian east-west connection from the East Gateway at Roeland Drive and Martway to the City's West Gateway commercial district along Metcalf. The intent with this project is to identify ways to enhance the trail to encourage pedestrian and bicycle use and support commercial activity in the Downtown Mission Commercial District, improve areas along the Rock Creek for community use in and around the downtown Mission Market, and build on previously established trail connections. By incorporating complete streets guidelines on Martway to enhance connection to the Gateway development, the transit station, and mixed-use developments under construction on Mission's east side, the area will be a vibrant place for locals and regional visitors. Priority connections within the study area are the following (See Attachment 2) Regional: West to the Metcalf Corridor and Merriam, North to I-35 and KCKS, East to KCMO, South to Overland Park Local: Powell Community Center, Mission Aquatic Center and Anderson Park, Downtown Commercial District, Multifamily Housing and Mixed-Use Developments (Existing and New), Mission Market and Daylighted Creek, Transit Station & Gateway Development

The scale of a study area is impacted by the presence of people. The layers, Population by Block, and Jobs by Block, show the numbers by block. What is in your proposed scope that addresses the scale of your study area?

Mission's goal is to increase its supply of housing options according to the Comprehensive Plan. The First Suburbs Coalition Regional Housing Summit conducted in 2019 by the National League of Cities in partnership with the Mid-America Regional Council suggested that Mission's rental housing had reached capacity, and as new multifamily rental developments have been constructed, units quickly fill. The Johnson County Community Housing Study, completed in 2021 by United Community Services of Johnson County, indicates that Mission should be adding an average of 45 housing units per year over the next decade to meet demand. Currently, a new large multifamily project is being constructed on the south side of Martway just east of Nall along the Rock Creek Trail. The Mission Gateway, on the City's east side, is at the eastern terminus of the Rock Creek Trail and is also under construction. Other currently proposed multifamily development projects within 500 feet of the study area are expected to increase Mission's downtown population and density in the coming years. Particularly, the Downtown District and East Gateway District along the Johnson Drive and Martway commercial corridors are

expected to see significant redevelopment and economic vitality due to increased population brought by higher density residential projects to the adjacent north and south parcels along the commercial corridors. To build on the projected population increase, the City envisions enhancements along the main pedestrian and bicycle connection, the Rock Creek Trail, to improve safety, walkability, and bike-ability for area residents and to mitigate potential increased congestion. Rock Creek, which flanks the trail along several points as the waterway daylight, could serve as an amenity for community interaction and green space for existing and new Mission residents. Increased population is also expected to drive transit ridership at the east side transit station. The City envisions development of certain vacant property along the trail to improve economic vitality for established local businesses as the population and vehicular traffic increases.

The mix of land use types contributes to the vibrancy of a place. The layer, Land Use Variety by Block, illustrates how many different land use types are found in a block. What is in your proposed scope that addresses land use mix?

The scope of the project includes the commercial corridor in Mission's Downtown District and East Gateway. Adjacent to the commercial parcels in the project area are proposed, developing, and existing mixed-use developments - multifamily, single-family, office, parks, and commercial - within two blocks to the north and south of the Johnson Drive and Martway corridors (See Attachment 2). Also within the project area are vacant parcels that may be developed for a better and higher use as support for the existing downtown Mission Market and area businesses. The Market, a seasonal farmers' market and open green space adjacent to the Rock Creek waterway, is on City-owned property and serves as a community gathering space year-round. Beautifying the Rock Creek Trail in the Downtown and East Gateway districts will encourage multimodal transit-oriented development in the area, will enhance the viability of the regional destination on Mission's east side (Mission Gateway), and promote economic development throughout the commercial corridor. Providing residents with a delightful pedestrian experience along the trail will encourage use of the connection between mixed land uses and will support residential development in and around the downtown area.

The mix of housing land use types contributes to housing choice. The layer, Housing Variety by Block, illustrates how many housing types are found in a block. What is in your proposed scope that addresses housing mix in your study area?

The area on the south side of Martway between Nall and Roeland Drive that abuts the project area is a vertical mixed-use residential and office structure currently under construction. It is a 168-unit multifamily development that began construction in May 2022 and is estimated to be completed in 2023. Additionally, the City is currently considering two separate multifamily developments a block north of Johnson Drive adjacent to Nall Avenue on the west and on the east. (See Attachment 2) These two residential developments within the Downtown Commercial District are slated to add between 100-120 more units that would affect the adjacent proposed project area. These multifamily developments are in an area where walkability and bike-ability are encouraged and will provide a variety of price points for renters in the region. These developments will provide a percentage of affordable housing at 60% AMI, as well as market-rate and "missing middle" housing to support a variety of demographics. The Gateway mixed-use project is also being reconsidered by the City as more residential use was recently added to the project proposal and provides more than 200 additional multifamily units in the next two years, with 20% at affordable rates. This project is adjacent to the proposed project area on the east and will further promote a walkable urban environment with pedestrian and bicycle connections within Mission and adjacent jurisdictions. By improving the Rock Creek corridor, the residents who live, work,

and play in the area will have a means to connect to commercial businesses, connect to the existing and planned trail network and amenities, and connect to transit within the region.

One of the components of environmental justice is an at or above regional presence of minority populations. The layer, % Minority Population by Block, illustrates the percentage of population that is minority. What is in your scope that addresses minority populations in your study area?

Tract 20091050302 encompasses the Rock Creek Trail and the surrounding business and residential population. Socioeconomic indicators show that this tract is above the 50th percentile in the region for people of color, unemployment, linguistically isolated, and people over age 64. Elements of the project proposal will improve the air quality and environment by promoting walkability while addressing transportation equity and vulnerable populations. By providing a safe and improved pedestrian connection to the transit center on the City's east side, people without a vehicle can have a viable means to access jobs in the region. Trees, native vegetation, and green infrastructure BMPs will reduce urban heat islands and benefit air quality by potentially reducing the number of vehicle trips in and around Mission. Bicycle racks and EV charging stations would promote alternative modes of transportation that do not increase emissions or air pollution. \*[www.ejscreen.epa.gov](http://www.ejscreen.epa.gov)

Stormwater runoff can adversely affect infrastructure and properties. The layer, Impervious Surface, illustrates the percentage of impervious surface by block. What in your proposed scope addresses impervious surface in your study area?

Mission's Downtown District has a high percentage of impervious surface. These areas are in close proximity to Rock Creek. There are currently limited areas where the runoff can be captured and/or slowed to allow for percolation and filtration before entering the waterway. The creek is part of a larger watershed and protecting water resources is a priority for the City and the region as a whole. Mission would prefer to address runoff issues by building riparian buffers where feasible to limit the amount of runoff that enters the creek and to slow percolation through the soil. In areas where it is possible, opening the creek and incorporating green infrastructure to replace grey infrastructure would also help slow the velocity of the creek, thereby reducing erosion downstream and allowing natural processes to capture more rainwater for the water table. The project area currently has several parcels where BMPs and green infrastructure could be incorporated to address stormwater runoff challenges and to help conserve this natural resource. Additionally, creating small pockets of pervious parking surface will allow for vehicular access to nearby businesses while creating surface area that can also help capture runoff. Pervious parking areas near the Market may be utilized by food trucks during community events and farmers' market days, thereby enhancing this vital community space.

What is in your proposed scope to address connections in your study area? If connections are missing, tell us about them.

Enhancing the Rock Creek Trail with green space, EV charging stations, shade canopies with solar panels mounted on top, and complete streets on Martway from Nall to Roeland Drive would provide the catalyst for improved multi-modal transportation connections in Mission and potentially throughout the region. The transit station located midway between Nall and Roeland Drive and between Johnson Drive and Martway is near the easternmost end of the project area, and the potential EV charging stations and trail enhancement/green space could be on the westernmost end of the project area. Connecting the two ends of the project scope is the Rock Creek, which runs parallel and adjacent to Johnson Drive at the City's Market where shade canopies with solar panels mounted on top would help provide renewable energy while protecting market-goers from the summer heat. A pavilion for community events at the corner of Johnson Drive and Nall, adjacent to the east of the Market, was proposed by Capital Federal in recent years, which currently resides on a large parcel with open green space. Connecting green infrastructure, alternative energy sources, community amenities, commercial businesses, and transit along the Rock

Creek Trail by improving vacant parcels and protecting Rock Creek is the intent of the project proposal. The MetroGreen Corridors Plan shows a regional connection from the Rock Creek Trail to a planned trail beginning at Roeland Drive and continuing east toward Fairway, Mission Woods, Mission Hills, and ultimately connecting with the existing Brush Creek Trail. Bike connection to the Rock Creek Trail exists on Nall from the trail southward to 67th Street, and a connection from the trail at Nall is planned for a northern connection to 51st Street where the connection will split. The trail would then head west to Lamar and then north again toward the planned Turkey Creek Trail connection or across I-35 to Merriam Lane. The split heading east would continue into Roeland Park.

## Project Overview [Third Page]

### Question

### Answer

Project Description

It is Mission’s intent to develop a project in partnership with local private and non-profit entities, congruent with neighboring jurisdiction area improvements, that utilizes innovative public engagement to develop solutions to transportation and mobility challenges while improving the environment, health and safety of its residents, building social equity, and supporting economic development locally and regionally. The focus area, a 33-acre site in Mission’s central and eastern commercial corridor, is a small piece of the regional context (See Attachment 2). The Rock Creek Trail is the main pedestrian connector from Mission’s west side at Metcalf, abutting Overland Park, through the heart of the City to the east side at Roeland Drive, abutting Roeland Park. Building a vibrant and active pedestrian and bicycle connection between Metcalf’s commercial corridor toward Merriam and Kansas City, Kansas to various community amenities and activity centers throughout Mission and continuing toward Roeland Park and other regional hubs like the Country Club Plaza and Downtown Kansas City is a long-term vision that starts as a catalyst in Mission’s downtown center. We accomplish sustainable, equitable, economic development by a confluence of synergistic elements that address transportation, green infrastructure, alternative renewable energy, creativity, and building community in the public realm. Transforming under-utilized or vacant land areas into places that incorporate green infrastructure to protect natural resources while functioning to support local businesses and beautifying pedestrian connections also supports existing housing and promotes continued sustainable development that is equitable and further drives economic growth. Incorporating EV charging stations on pervious lots near commercial corridors with green buffers adjacent to waterways and connecting the lots to pedestrian and bike trails that lead to transit hubs, residential and mixed-use developments, and regional trails or bike paths is a connection of environmental, economic, and equitable development that is sustainable, vibrant, and a catalyst for scalable future progress.

During the assessment phase of the Comprehensive Plan in 2007, as well as during the assessment phase of the draft update in 2020 (Attach.3), stormwater and transportation infrastructure was studied. Additionally, methods of energy conservation and protection of natural resources were considered. The conclusion of the assessment phase indicated that measures to control stormwater runoff were necessary to prevent flooding and to decrease the load on underground culverts and the Rock Creek channel. Additionally, the Plan

Is the project consistent with the relevant adopted local comprehensive plan(s)?

recommended infrastructure improvements to increase walkability and to create connections to regional trail networks, promote energy conservation, and protect Rock Creek. This proposal seeks to further the goals of the Comprehensive Plan and to specifically address stormwater, transportation, energy conservation, and waterway protection. The Mission Comprehensive Plan (2007) recommends addressing storm water issues by reducing flood potential while improving air quality. Recommendations also include redevelopment of an aesthetically pleasing, economically successful, and ecologically sustainable city core, establishing a pedestrian friendly environment that encourages healthy lifestyles, and promoting a mixed range of housing opportunities, as well as integration of streetscape and open space. Rock Creek is a focal point in the plan as the “property two blocks west of Nall at Johnson Drive exposes the park-like setting of the creek to the larger community passing by. The long-term plan for Downtown includes a mix of uses...and a system of open spaces linked to a new Rock Creek greenway.” Mission has begun to implement this recommendation by building the Rock Creek Trail and creating the open area Market space adjacent to the trail in recent years. The continued environmentally sensitive enhancement of the trail and the area adjacent to Rock Creek is a priority for the City. The Comprehensive Plan update is currently in its final draft and is expected to be adopted in late 2022. Elements of the Plan include exploring green infrastructure opportunities for functionality, as well as enhancement and beautification along the Rock Creek corridor. Goal 1 of the Economic Revitalization section recommends the following: Study and prepare a set of recommendations for integrating complete street multi-use trail connections within existing street right-of-way to provide better trail connectivity through the district to Metcalf and Rock Creek Trail segments – and adjust the required street sections accordingly. A future land use map for the downtown area shows the vacant parcels flanking the trail from Woodson to east of Outlook as “public/semi-public.” Stormwater management, especially along the Rock Creek corridor, is the key to the success of Johnson Drive and Martway Street. The City has taken steps to mitigate flooding by purchasing property in the floodway and reinforcing the channel along open-air segments. The maintenance of traditional gray infrastructure along with green infrastructure will help improve quality of life and a sense of place. Green infrastructure could help decrease the impacts of stormwater and reduce severity of flooding while providing an attractive amenity for residents and visitors. There are opportunities for green infrastructure enhancements on the publicly owned properties along Rock Creek Trail, and publicly funded art in green space could provide a mini-park setting and place-making opportunity.

Mission developed the Rock Creek Master Plan in 2005 to directly address development in the Downtown area. The area plan acknowledges that there is an opportunity for Mission to view the downtown greenway as a defining element for redevelopment and should be embraced to further enrich its ecological, cultural, and economic functions. The plan states that expanding the greenway to the east from downtown is a logical solution to the large expanse of surface parking, and that expanding the greenway upstream to the west will reduce future flooding impacts. This remediation, public infrastructure investment, and consequential redevelopment will benefit residents, schools, the county, and the state with increased property values that generate revenue. Flood mitigation will help

If submitting a Project Development [Level 2] or Implementation Activities [Level 3] application that does not build on a previous PSP project, are the following core elements included in plans previously developed for the area or activity center in question?

protect existing businesses, as well. Protecting the stream would also have far-reaching health and environmental benefits locally and regionally. In 2006, Mission adopted the East Gateway Redevelopment Plan. Recommendations included a vision for Martway to become a parkway and improving its appearance and function. The Plan also recommended better pedestrian and bicycle connections eastward throughout Mission and outward to the regional context. In 2013, Mission and Overland Park, in partnership with the Mid-America Regional Council, collaborated on a bike and pedestrian plan under Creating Sustainable Places to “improve safety and access for all modes of travel with an emphasis on bicycle and pedestrian facilities” in their downtown areas. Part of this plan included connection to the transit center between Johnson Drive and Martway in the East Gateway District that was completed between 2012 and 2013. In late 2018, Capitol Federal, located at Johnson Drive and Nall in the study area, approached the City with an idea to partner together and develop a plan for a pavilion or event space on its property (See Attachment 4). Collaboration between the City, Capitol Federal, and a design consultant resulted in a draft plan and renderings of the space that included a stage, shade structures along Johnson Drive for market-goers, and permeable surface where food trucks could park during community events. The City would like to reexplore the concept and work with the private business to continue the dialogue with this project development. Additionally, the scope of this project builds on Roeland Park’s Planning Sustainable Places Implementation Plan in 2019. Roeland Park’s Roe Boulevard and Johnson Drive Corridor Plan abuts the scope of this project proposal on the east at Johnson Drive. The MetroGreen Corridor Plan also proposes an extension of the Rock Creek Trail from its current eastern terminus through the Mission Gateway site and continuing through Roeland Park, Fairway, Mission Woods, Westwood Hills, and to the existing extension of the Brush Creek Trail. Another extension toward Prairie Village envisions future connections to the south.

The Rock Creek Trail is an amenity that residents and visitors typically use for recreation. Its meandering path connects the west side of the city to its east side as it twists through the commercial corridor, near multifamily developments, and through the Mission Market area on Johnson Drive. It roughly parallels Rock Creek, which daylight in several areas, along its length. While it serves runners and walkers in a recreational capacity, and it connects to several key points along its path, better connections for functional utility can be created that would better serve as an alternative mode of transportation for residents both locally and regionally. (See Attachments 2 and 5) Within the project area, the trail runs adjacent to multifamily apartments and travels north alongside City-owned vacant parcels. The City purchased the properties with the intention of building public parking to support surrounding businesses, but much of these parcels lies within the floodplain. Only a small portion of these properties, the portion outside of the floodplain, is recommended for parking, and it is the intent of this project development study to design some amount of public parking on pervious surface along with green infrastructure that helps to buffer and protect Rock Creek. The public parking area could also serve as an EV charging hub and a trailhead centered in the city’s core business district. Beautifying the trail in this area with native plants and green infrastructure BMPs serves triple-duty as a carbon sink and environmental protection measure, an alternative energy source for electric vehicles, and an enhanced pedestrian and

Describe how this project and its outcomes directly relate to transportation issues.

bicycle connector. The trail continues toward the east and meanders through the Mission Market where there is potential for solar shade structures that might serve to power the EV charging hub or provide alternative energy for other needs. An opportunity to partner with Capitol Federal on the corner of Nall and Johnson Drive has been established and a design for a community event space on their property has been proposed. Plans for this area can be revisited if this proposal receives an award. Nall and Johnson Drive are busy corridors, and alleviating traffic by encouraging foot and bike traffic during community events such as the farmers' market or other gatherings will help reduce the number of vehicles in the area, thus improving safety and reducing emissions. As the trail crosses Nall at Martway, the trail continues west and will pass a newly constructed mixed-use development on the south, with restaurants and shops on the north side of Martway. This area of Martway is wide and is abutted on both sides by surface parking for its length to its final terminus at Roeland Drive. This stretch of Martway is an opportunity to incorporate complete streets design to improve multimodal connections along the trail and to the transit station mid-block, as well as to serve as greening the corridor to provide shade and runoff capture. Improving the street from Nall to Roeland Drive could revitalize the businesses on either side and spur additional transit-oriented development.

Mission is a close-knit community of involved citizens and Staff takes input from Mission residents very seriously. From our website to neighborhood and stakeholder meetings, Staff actively seeks engagement during its planning and development projects. For the public engagement phase of project development for this proposal, Staff would like to develop new ways to reach out to its citizens and neighbors. Utilizing ESRI software, we propose online mapping and public input opportunities for public comment, surveys with visual imagery and mapping components, and educational materials through StoryMaps that will help tell the story of where we started, where we are, and where we envision the future will take us. ESRI's software will help provide the continuity and collaboration between the concepts we envision and the final project design that incorporates the many voices that will help make a final product dynamic and implementable. Visualizations with perspectives and eye level views will demonstrate existing conditions and the proposed enhancements. Social media has become one of the most wide-spread avenues of engaging public feedback and will continue to be utilized by communities for the foreseeable future. Accessing feedback through Facebook, Twitter, and Instagram, a few of the most prominent platforms, is essential to the entire package of public outreach activities. These avenues are often places where people feel free to voice their opinions, whereas they might feel less inclined to share thoughts in a large group. This is one of the ways we can reach out to people in their homes and at any time of day if they do not have the time or opportunity to engage in face-to-face meetings or input sessions. In addition to the online public engagement, in-person engagement opportunities that occur early and often throughout the process are necessary to bring the project to life. Building on the trust between City Staff, Planning Commission and City Council members, business leaders, and non-profit organizations, face-to-face engagement, whenever feasible, will create buy-in that is necessary for a successful project. Processes that encourage dialogue and interpersonal relationships ensure outcomes that are as in-line as possible with the needs and visions of area stakeholders, and

The Planning Sustainable Places program requires projects to include a robust citizen engagement component. Please outline this component.

that projects develop in a way that include a wide variety of perspectives. In-person engagement will meet people where they are and will create opportunities to activate the space along Rock Creek Trail and envision an enhanced corridor with pop-up events. Engagement will include residents, local businesses, environmental conservation organizations, and other stakeholders with vested interest.

One of the dominant goals of the Planning Sustainable places program is to create or enhance vibrant communities. Please explain how this project will enhance future vibrancy. (See [this link](#) for principles and concepts that contribute to a vibrant community.)

The project area is in the downtown area, a compact, walkable part of the city that is designated as a MARC activity center. The Rock Creek Trail is a pedestrian and bicycle-oriented corridor in the public realm that connects commercial and residential uses from the west to the east side of the city. The trail meanders along Martway, a primary transit corridor in the community, and Johnson Drive, connecting the street network with safer multi-modal functionality. A portion of the study area may be considered for complete street design from Nall to Roeland Drive in Mission's East Gateway overlay district. The eight-foot-wide trail has been completed within the study area, but improvements along the corridor to promote its usability will help create a more vibrant area for pedestrians and bicyclists who frequent the trail. The unique combination of a stream, trail, public spaces, and downtown density provides multiple opportunities for placemaking strategies in the district. Improving the trail and activating key nodes along its length can promote healthy lifestyles and implementing green infrastructure along the corridor will aid efforts to protect and buffer the Rock Creek waterway during rainfall events. This part of an integrated trail network serves the regional area as part of a larger context and future planning efforts by neighboring jurisdictions. Additionally, infill housing near this activity center will promote the density that will drive economic prosperity for Mission as well as the region. Creating and enhancing a vibrant, walkable corridor allows residents to more easily age in place, promotes healthy lifestyle opportunities, encourages community interactions, supports economic growth, and incorporating green infrastructure simultaneously protects the environment. When we invest in our existing infrastructure and build upon established community amenities, we also encourage reinvestment. Incorporating pedestrian and bicycle amenities in commercial areas along with optimizing parking area for vehicle use offers residents choice of transportation options. When vehicle parking areas also incorporate electric vehicle charging stations that are powered through renewable power sources, the viability and ease of using electric vehicles is increased. The confluence of these elements supports a strong and regionally connected suburban downtown.

For Project Development [Level 2] or Implementation Activities [Level 3] projects: The Planning Sustainable Places program looks to further those plans that advance implementation. Please provide the project's timeline for implementation.

The City of Mission is committed to improving the downtown streetscape and Johnson Drive corridor. The City improved the Johnson Drive streetscape in 2013 from Lamar to Roeland Drive as part of its Capital Improvements budget. During Summer 2022, Johnson Drive will be restriped to improve pedestrian safety by reducing lanes from four to two lanes plus a center turn lane. Building on these improvements along Johnson Drive, the City plans to capitalize on its investments and the momentum created by street improvements with funding provided by the Planning Sustainable Places grant for the Rock Creek Corridor adjacent to Johnson Drive. The potential impact these improvements would make along Mission's commercial corridor as implemented in conjunction with one another could drive economic development for years to come. If Mission is awarded funding in 2023 for the project development phase of the study area, the City could feasibly develop an implementation project in 2025. The time horizon for implementation would then be

within one-to-two years after the implementation plan is complete.

## Intent Questions [Fourth Page]

Question	Answer
<p>Describe how the project promotes improved travel choices (e.g., bicycling, walking, transit use, transportation demand strategies, etc.) For more information see the sustainability principle of Transportation Choice in the <a href="#">Sustainable Land Use Resource</a>.</p>	<p>Merely providing a shared trail for pedestrians and bicyclists without providing an atmosphere that encourages its use or does not provide a network that connects it to activity centers, transit centers, and other trails or streets, will not optimize the investment sufficiently to drive its long-term viability. By creating a beautiful and engaging place, people are drawn to frequently use it and engage with one another in the process. In turn, frequent use creates the vibrancy and engaging environment that further boosts the continued revitalization of the area surrounding it and adds to a city's sense of community. Connecting a trail to local and regional hubs provides a functional usability beyond mere recreation. Energizing a multimodal commercial corridor in Mission will incentivize future development and fortify economic growth in Mission as well as beyond its borders. The impact that providing a corridor where cars, bicycles, buses, and pedestrians can share space safely, and each mode has the necessary infrastructure to accommodate their use, is one of the priorities of this development project. Equity is promoted when people have a choice between various functional modes of transportation, which is a driving factor of the socially, environmentally, and economically sustainable decisions Mission makes when prioritizing infrastructure projects.</p>
<p>Describe how the project promotes sustainable land-use patterns (e.g., mixed use, transit-oriented, walkable, affordable housing, etc.) For more information see the sustainability principle of Housing Choice or Reinvestment in the <a href="#">Sustainable Land Use Resource</a>.</p>	<p>The location of the Rock Creek Trail in the center of the city and adjacent to commercial activity is key to driving future housing developments. The City is currently considering several different types of multifamily housing developments, and two mixed-use developments in the study area are currently under construction. The most recently completed mixed-use development on Johnson Drive, the Locale, and a senior-living apartment building on Martway are arguably very successful applications of residential housing in the western portion of the downtown area. Additionally, two multifamily development proposals submitted to the City for consideration within a month of each other are within one or two blocks of the study area and a quarter mile from the transit station on the City's east side. The demand for affordable rental housing in the region has increased in recent years as demographics and markets have changed. However, the supply of affordable rental housing has not met the pace of demand. By improving the accessibility of multi-modal transportation options along transit corridors, developers are attracted to the area and the amenities this infrastructure provides their targeted demographic.</p>
<p>Describe how the project advances environmental stewardship.</p>	<p>This project proposes a confluence of elements that promote environmental stewardship. Additional vehicle parking near commercial activity on permeable surface with incorporated electric vehicle charging stations and green space encourages energy efficiency, natural resource protection, renewable energy use, as well as optimized parking. Connecting this parking with a trail network encourages walkability, multi-modal transportation, and encourages infill development nearby that utilizes existing infrastructure. Providing the option for pedestrians and bicyclists to utilize the trail to get to work, to recreate, and to easily access retail shops encourages fewer vehicle trips, thus reducing</p>

For more information see the sustainability principle of Resource Conservation and Energy Efficiency in the [Sustainable Land Use Resource](#).

greenhouse gas emissions and pollutants from entering air and water systems. Enhancing trail systems with complete streets adds another layer of green space to reduce the heat island effect of large expanses of impervious parking and wide road networks. The density that is encouraged in transit-oriented development corridors further promotes resource conservation through higher floor-area ratios that help to counterbalance typical suburban sprawl development. Additionally, providing shade elements in activity centers that double as solar energy generators supports renewable energy efforts to help mitigate increased fossil fuel use that leads to climate change. Enhancements along the trail to reduce runoff and improve water quality provide a highly visible network to demonstrate the benefits for Rock Creek.

Describe how the project advances housing choice. For more information see the sustainability principle of Housing Choice in the [Sustainable Land Use Resource](#).

The improvements on and around Rock Creek and the Rock Creek Trail that are adjacent to Mission's commercial corridor will potentially encourage infill housing development. Developers are privy to the amenities provided by the City that are near potential developable properties, and they tend to choose properties in close proximity to those amenities. Improvements to public amenities and the subsequent infill housing potential for adjacent properties supports a variety of housing developments. Developers recognize the opportunity near commercial corridors that abut single-family residential neighborhoods to provide "missing middle" housing typologies. Currently, two proposed multifamily housing developments within a few blocks of the downtown commercial corridor fit this type of housing need, and more developments are likely to follow. The diversity of housing types near compact, walkable centers is a key to sustainable housing development and increased supply of various housing types increases the affordability of housing over time. This simple supply and demand scenario is a key planning and economic concept that City Staff expects will help provide more equitable housing in the long-term. With increased supply comes more affordability as demand decreases. From 2000 to 2018, Mission lost about 566 housing units, and the vacancy rate decreased from 8.7% to 5.8%. At the same time, several structures were demolished just north of the study area along Johnson Drive. This scenario provides the opportunity in the area to redevelop, and improvements along the Rock Creek Corridor can act as a catalyst. Redevelopment along the corridor also helps to reinvigorate housing choices, as much of the housing stock in the area is more than 50 years old. Before the Locale was constructed at Johnson Drive and Lamar in 2019, the most recent multifamily development in Mission was in 1986. Redevelopment in the downtown core, including more dense quality housing, would be complimented by multimodal transportation options.

Describe how the project advances improved public health. For more information see the sustainability principle for Healthier Lifestyles in the [Sustainable Land Use Resource](#).

Providing a dynamic and connected trail system that can be used for recreation and/or a functional mode of travel gives people an option that is an alternative to auto-centric transportation. If given a convenient option between travel by car or travel by foot or bike, many people may choose to forgo the automobile. When there are more people in an area that choose to walk or bike than drive their car, the better the air quality is and safety of the environment, as well. For people who may not be able to afford to buy and maintain a car, or do not own a car by choice, a City that provides alternative modes of travel is also an equitable and attractive option. The trail's location along an existing farmer's market further improves access to healthy food. The ability to afford healthy food options instead of car maintenance expenses is only a viable choice where the

opportunity to walk, bike, or bus to work is available. An enhanced trail provides free access to walk or bike and the trail's proximity to the community center and pool also provides better access to health and activity nodes in the community.

Describe how the project supports investment in areas with existing infrastructure. For more information see the sustainability principle of Corridors & Activity Centers in the [Sustainable Land Use Resource](#).

The existing Rock Creek Trail is a connector for the Johnson Drive Activity Center. The project will support the existing trail and the creek by investing in strategies to mitigate climate change, promote resiliency, and enhance walkability. The infrastructure in the area is aged and BMPs such as rain gardens, permeable pavement, and green space, along with alternative energy sources, will help to protect the stormwater system and lighten the load for the electrical grid. Trails require less maintenance and resource-intensive materials than streets, and the more that people can use a trail network to travel, the less vehicle traffic will impact existing street networks. In conjunction with the Rock Creek Master Plan, the City has implemented certain improvements along Johnson Drive. In 2014, a robust program to improve the public realm along Johnson Drive from Nall to Lamar in the Downtown Commercial District was implemented. The City widened the sidewalks along business storefronts and incorporated landscaped islands, crosswalks and pedestrian warning lights, park benches and waste receptacles, and diagonal street parking. During the summer of 2022, Mission will restripe Johnson Drive to reduce the street from four lanes to two lanes with a center turn lane. The street network improvement effort will improve safety for pedestrians crossing Johnson Drive at busy intersections. Mission has incorporated on-street parking in the study area, but with the influx of population that is expected in the coming years, businesses will potentially require more parking areas for visiting patrons. Large expanses of surface parking is not ideal, but smaller, well-designed parking areas with green infrastructure to mitigate stormwater runoff issues could provide the additional infrastructure businesses may need to grow regional markets. Small-scale design can also be more easily adapted for pocket parks or housing if less parking is needed in the future. The "hub" created by additional parking and connection to the trail at approximately Outlook between Johnson Drive and Martway may also serve as a trailhead where someone who wishes to park and ride to work or the transit station can stage their car, perhaps even charge their electric vehicle during the day.

Describe how the project improves economic growth (i.e. jobs retention, jobs generator, tax growth).

Enhancements along the Rock Creek corridor feasibly promote foot and bicycle traffic to adjacent businesses, thereby maintaining the viability of current local businesses and encouraging more businesses to come to Mission and surrounding cities. Johnson Drive, the main commercial and jobs corridor in Mission, is located in the center of the city on an east-west trajectory. Providing a more vibrant Rock Creek corridor and beautifying vacant parcels may help revitalize some vacant commercial structures along Johnson Drive as well as along Martway. ScriptPro, which holds multiple office spaces near Johnson Drive, is a major employer in Mission. The employees who work in these offices, and the employees in other businesses would benefit from the trail improvements as a public amenity to incentivize job retention. By improving the trail and thereby supporting adjacent businesses, tax growth is expected to increase, as well.

Cost-Benefit analysis helps quantify reasons for project implementation. During the beginning phases of project design, an in-depth analysis of the benefits a project provides that implements flood mitigation, carbon capture, and alternative energy sources, will help us understand how a project of this

Describe how the project commits to using a planning resource(s) to understand the project area and craft the plan (e.g. scenario planning, data indicators, performance measures<sup>2</sup>, environmental data or similar resources - for example list visit [insert link])

scope improves our city's vitality, both economically and physically. The project will gather data on the public services, land values, environmental resources, vulnerable populations, and infrastructure (including transportation, stormwater, and electricity) that are impacted within and around the project area. Other area plans that impact the project area will also be considered in the matrix. The project will gather traffic data at key locations to evaluate traffic volume, speed, and behavior by mode to establish a baseline which can be used to examine the likely benefit of synergistic complete street/vision zero improvements. The upstream and downstream land areas outside of the immediate area may have an immediate impact on the focus area and the data should be considered holistically as the project details are evaluated. The project will establish performance measures, or metrics, for the primary goals of the multi-layered community benefits of the corridor (environmental, social, and economic). Metrics help to create accountability, internally for the City as well as externally for residents and stakeholders, for the key goals of the project and how to achieve them.

Describe how the project promotes resiliency (physical and/or economic).

Rising temperatures and increased rainfall with flooding is expected to occur in the coming years due to climate change. Adding ecological functionality to green spaces along the trail and including native landscaping could help mitigate the heat island effect created by expansive impervious surface. Native species would also require less irrigation as potable water supplies are expected to become increasingly scarce and seasonal rains become less predictable. In areas where pervious surface is feasible, percolation of stormwater runoff during heavy rainfall events will decrease the load on Rock Creek as well as decrease the likelihood that nearby businesses and public services would be damaged by flash flooding due to increasingly heavy rainfall events. Green buffers, including rain gardens and BMPs, adjacent to the creek along the trail will further help to mitigate flooding and protect vital structures from water damage. Reducing the load on the electrical grid by including solar arrays that also act as shade structures could help improve the resiliency of energy infrastructure, as well. In this way, the project could promote physical and economic resiliency. The project area is within the Brush Creek portion of the Blue River watershed and is part of the Middle Blue River. Designs which focus on reduction of impervious runoff into the Blue River watershed can be measured. These reductions contribute to partner agencies' resiliency goals such as the Renew the Blue Initiative through Heartland Conservation Alliance, and the Urban Waters Learning Network. The position of this project in the upper areas of the watershed aligns Water Services approaches on past green infrastructure efforts which aligns with efforts outlined in its Green Infrastructure Opportunities (page 56) document.

Describe how the project includes innovation in concept generation and public engagement.

Mission's stakeholders will participate in hands-on concept generation for the multi-layered approach this project can provide. Whether a community member is interested in healthy food, economic development, safety, transportation, housing, or resiliency, there is something for everyone. Public engagement will provide online and in person opportunities to participate. The community will be encouraged to express priorities for the components of this community amenity; elements configured according to needs consensus. These activities stimulate dialogue and encourage participants to consider design elements comprehensively. The project team will also provide pragmatic data points for traffic flow, stormwater needs, and

parking requirements to guide concepts that are feasible to meet performance metrics. Focus groups will address specific concerns or viewpoints of local constituents to build trust and buy-in during concept refinement.

## Location Questions [Fifth Page]

Question	Answer
<p>Does this project serve MARC's defined redevelopment area? Click on the Redevelopment Area layer in the Planning Sustainable Places Atlas.</p>	Yes
<p>If yes, please describe.</p>	<p>The project area is in the vicinity of the I-35 corridor, well within the MARC redevelopment area as defined by the Planning Sustainable Places Atlas</p>
<p>Is the project located in an activity center identified on MARC's map of activity centers? Click on the Activity Centers layer in the Planning Sustainable Places Atlas.</p>	Yes
<p>If yes, please describe.</p>	<p>Medium and high-intensity activity center parcels exist along the Rock Creek corridor in the study area. As the corridor has been revitalized in the last ten years and the Rock Creek trail and Mission Market have been improved, residents and visitors have utilized access to the trail at a higher intensity. Additionally, as the Market has become a popular gathering place, more events have occurred along the commercial corridor. Businesses along Johnson Drive, including Sandhills Brewery, The Wing Stand, and Sully's have seen increased activity correlated with farmers' market events. These activities are expected to increase in frequency and in attendance as the events become more popular locally and regionally.</p>
<p>Does the project serve a current or future transit corridor or mobility hub (Smart Moves 3.0)? Click on Mobility Services and select the Mobility Hubs or Smart Moves layer in the Planning Sustainable Places Atlas.</p>	Yes
<p>If yes, please describe.</p>	<p>The project proposal will consider locations for EV charging stations along the corridor at strategic locations to promote alternative fuel sources for private vehicles and as a means to increase transit service ridership where riders can transfer from one fixed route to another or connect to other street or trail networks that feed the region. The trail connects with the existing transit corridor on Martway and the transit station on the eastern end of the project study area, and the project study area at Outlook and Johnson Drive has potential to become a mobility hub. This project proposal can address all the goals of the Smart Moves 3.0 vision, including economic vitality, placemaking, equity, transportation choices, safety and security, system condition (maintenance), system performance (maximize exiting investments), public health, environment, and climate change/energy use.</p>
<p>Does the project serve an environmental justice area(s) or has areas with hidden environmental justice populations or does the project provide connections to environmental justice area(s) with opportunities (i.e., jobs access, education, reduce health disparities, etc.)? Click on Environmental Justice Tracts layer in the Planning Sustainable Places Atlas.</p>	Yes

If yes, please describe.

The project falls within an EJ tract due to populations with low-income, and/or vulnerable populations (age) category. The project area is within proximity to pollutants and residents have limited transit options. The Environmental Protection Agency's EJ indicators show that the tract is above the 50th percentile in particulate matter, ozone, and air toxins which cause cancer. Sources of pollution for the same area are above the 50th percentile regionally in all indicators, and above the 75th percentile in multiple other indicators. The project area has a transit hub on its east side, but ridership is relatively low and infrequent. Creating a more vibrant, connected corridor can boost bus ridership. Populations affected by environmental justice issues can have alternative and more equitable mobility choices, which may help to increase healthy lifestyles and promote fewer vehicle trips in the area, thus decreasing air pollution associated with particulates and fuel emissions.

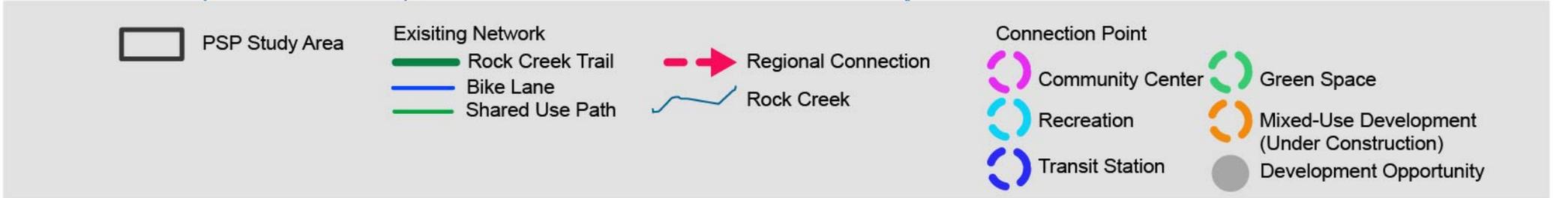
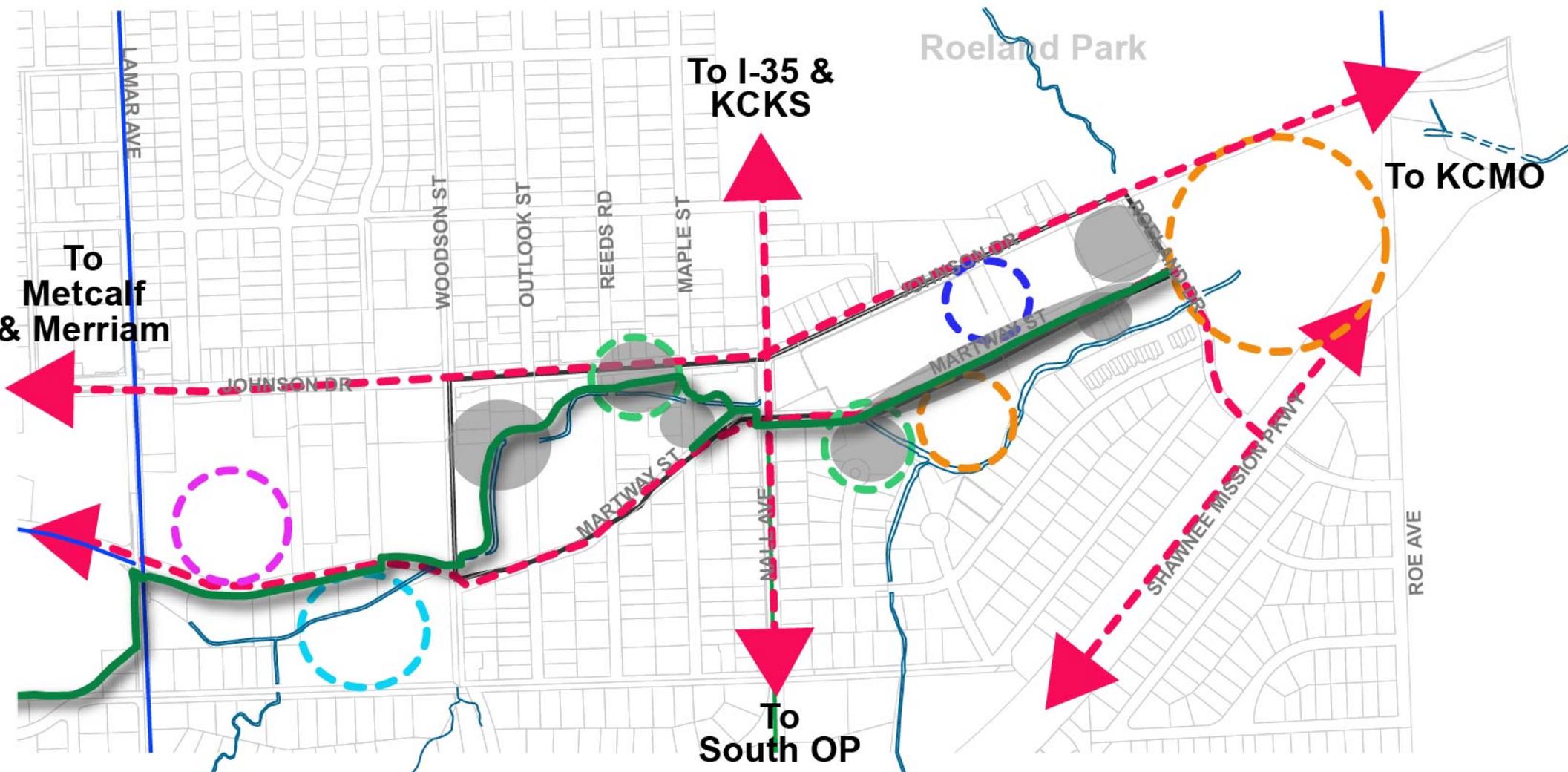
## Partnership & Implementation Questions [Sixth Page]

Question	Answer
<p>Describe the partnerships formed to develop the project and the manner in which these partnerships will benefit the project. In particular detail project coordination within the sponsor entity and partnership with entities outside the sponsor entity.</p>	<p>Downtown business owners will be invited to engage in the project development activities early and often throughout the process. They will be invited to participate in the steering process as well as engage in online surveys. Capital Federal Bank will be invited to engage to explore a partnership that the business initiated in 2018. The City is ready to reengage in the preestablished dialogue to determine the viability of a community event space adjacent to the Mission Market. Persons and/or organizations that advocate for persons with disabilities will be invited to be on the steering committee and to engage in the input stages of project development. The City will reach out to Evergy for solar energy opportunities and EV charging stations to determine the infrastructure requirements and best practices.</p>
<p>Describe if the project demonstrates sustained involvement with social equity and/or typically underrepresented stakeholders.</p>	<p>The City has established a relationship with a consultant for Americans with disabilities on past projects and continues to work on providing access to people with mobility challenges through the recommendations that emerge from that partnership. Mission is committed to reaching out to minority and low-income populations and to engage these groups in the planning process to determine how we can best serve their needs. This project will consist of focused efforts to engage and apply recommendations from vulnerable populations early and throughout project development, as well as later during the implementation phase. Enhanced trail connectivity and public space provides improved access to all populations for exercise, business activity, and the natural environment.</p>
<p>Describe local activities that show commitment and ability to carry out the proposed project and support the stated project summary.</p>	<p>The Rock Creek Trail Master Plan was developed in 2005 and parts of the plan began to be implemented by 2011. In 2014, Mission purchased land in the floodway along Johnson Drive and helped businesses there relocate to dry land within the city. At the same time, Mission began large-scale improvements to Johnson Drive. The City widened sidewalks from four feet to eight feet, installed pedestrian-scale streetlights, and added diagonal parking in the Downtown Commercial District. This required a robust public engagement process and the City worked with local business owners and managers to implement the project with the least amount of impact possible. Mission procured parcels between Woodson and Outlook south of Johnson Drive that were in the floodway, as well. These parcels were purchased over time with the intent to redevelop and add</p>

green space and/or parking for area businesses. By 2016, the Mission Market was established and became a treasured community amenity and event space.

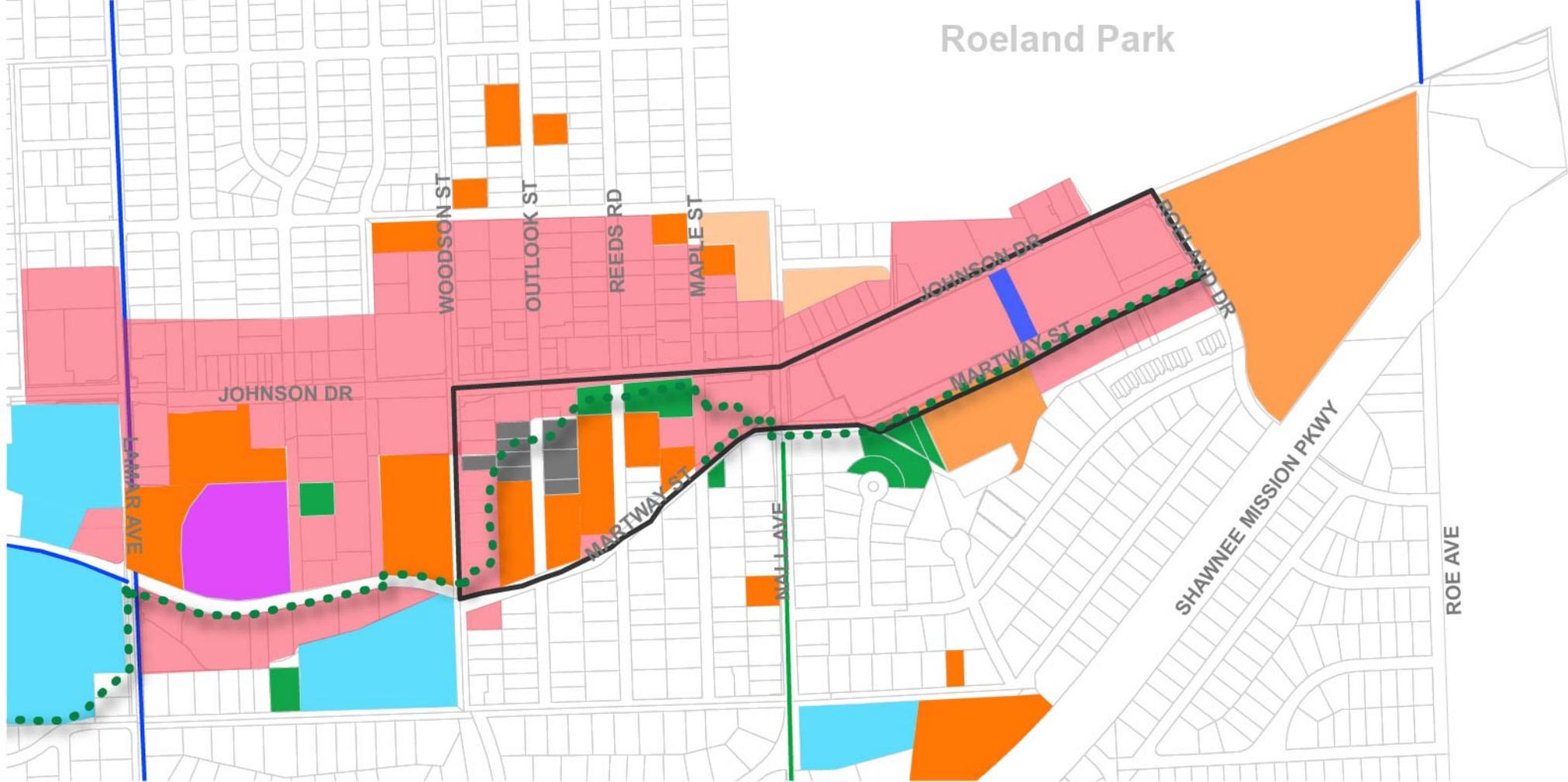
## Supplemental Information [Seventh Page]

Question	Answer
File 1	<a href="#">37_9.21.pdf</a>
File 2	<a href="#">37_9.22.pdf</a>
File 3	<a href="#">37_9.23.pdf</a>
File 4	<a href="#">37_9.24.pdf</a>
File 5	<a href="#">37_9.25.pdf</a>



# CONNECTIONS AND OPPORTUNITIES

# Roeland Park



 PSP Study Area

Existing Network  
 Rock Creek Trail  
 Bike Lane  
 Shared Use Path

Land Use  
 Commercial  
 Community Center  
 Transit Station  
 Gov/Pub  
 Park/Green Space

 Multifamily/Mixed-Use(Existing)  
 Multifamily/Mixed-Use (Construction)  
 Multifamily (Proposed)  
 Single Family Residential  
 Vacant Municipal Parcels

## Land Use and Pedestrian/Bike Connections

<b>City of Mission</b>	Item Number:	7d.
<b>ACTION ITEM SUMMARY</b>	Date:	January 18, 2023
<b>Parks + Recreation</b>	From:	Penn Almoney

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

**RE:** Water Works Park Final Design Contract Award

**RECOMMENDATION:** Approve a contract with Stantec for final design services for Water Works Park in an amount not to exceed \$142,000.

**DETAILS:** In November 2019, the City contracted with Confluence to conceptually redesign the entire layout of Water Works Park as part of an overall conceptual park planning process. The conceptual redesign had significant input from a citizen stakeholder committee, WaterOne, City Council, the Parks, Recreation + Tree Commission, and from two public meetings.

In October 2022, Council approved the 2023-2027 Capital Improvement Program (CIP) which included a project in 2023 to add restrooms and a pavilion/shelter to Water Works Park in conformance with the conceptual design plans. The next step in moving to construction involves completing the final design and developing construction documents for bidding. The final design process will include final construction plans and detailed specifications for the performance of construction work like engineering, utility placement and an updated estimate of cost.

The RFQ was distributed on November 10 with responses due by 5:00 PM on December 8. Three firms responded to the RFQ by the published deadline and one firm opted out. Included below are the firms and their associated bid details:

<b>Firm</b>	<b>Bid</b>	<b>Extras</b>	<b>TOTAL</b>
SMH	\$202,250	\$40,000 (survey/ Geotech)	\$242,250
Stantec	\$125,000	\$17,000 (survey if needed)	\$142,000
Confluence	\$163,075		\$163,075
BBN Architects	N/A		Opted Out

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	45-90-805-09
Available Budget:	\$1,500,000

<b>City of Mission</b>	Item Number:	7d.
<b>ACTION ITEM SUMMARY</b>	Date:	January 18, 2023
<b>Parks + Recreation</b>	From:	Penn Almoney

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

The three firms were interviewed by Penn Almoney and Emily Randel on January 4 and were scored in the following categories:

- Qualifications and experience
- Team organization and capabilities
- Project and schedule approach
- RFQ Responsiveness
- Cost

The interviews required each firm to present their experience and qualifications and unique capabilities after which they answered a series of questions to ensure project deliverables could be aligned with staff and Council goals and objectives. After a complete review and evaluation process, Stantec received the highest cumulative score and is the lowest cost option. Their company is local and collaborates with nationwide offices who perform similar functions. They employ technological efficiencies that keep projects on pace and on budget and are familiar with the nuances of local government processes.

Staff recommends approval of a contract with Stantec for final design services for Water Works Park for an amount not to exceed \$142,000 - (\$125,000 for engineering, architecture, design and construction management + \$17,000 topographical/utility survey). Following approval of a final design, staff will work with the consultant to prepare construction documents and solicit construction bids late summer 2023.

The Stantec team will meet with staff to begin the project in February and continue the schematic and design development stages from February – May 2023. Construction documentation will begin in May and continue through August 2023 with the intent to review bids and begin construction in Winter 2023.

The total projected order of magnitude costs for the entire park plan have been included in the packet to provide a frame of reference for design and engineering costs estimated from the outset of the project. Stantec believes the entire project, including design fees, can be accomplished for \$1,500,000 barring any unpredictable and/or extraordinary inflationary elements.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	45-90-805-09
Available Budget:	\$1,500,000

<b>City of Mission</b>	Item Number:	7d.
<b>ACTION ITEM SUMMARY</b>	Date:	January 18, 2023
<b>Parks + Recreation</b>	From:	Penn Almoney

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

This project will be paid for from the Outdoor Park Systems Improvements budget identified in the Parks and Recreation Capital Improvement Plan, which is funded by Parks and Recreation Sales Tax revenues including 2022A Bond proceeds identified for this project.

**CFAA IMPACTS/CONSIDERATIONS:** Quality recreation amenities enhance the resident and non-resident’s experience in Mission Parks while participating in a variety of programs, events and activities that connect people and improve quality of life. Water Works Park is accessible to adults and youth of all ages and abilities. It provides a safe platform for recreation activities for parents and children and serves as a neighborhood park for surrounding citizens and visitors. The public engagement process ensures the residents and users had an opportunity for input.



Conceptual Layout of Water Works Park

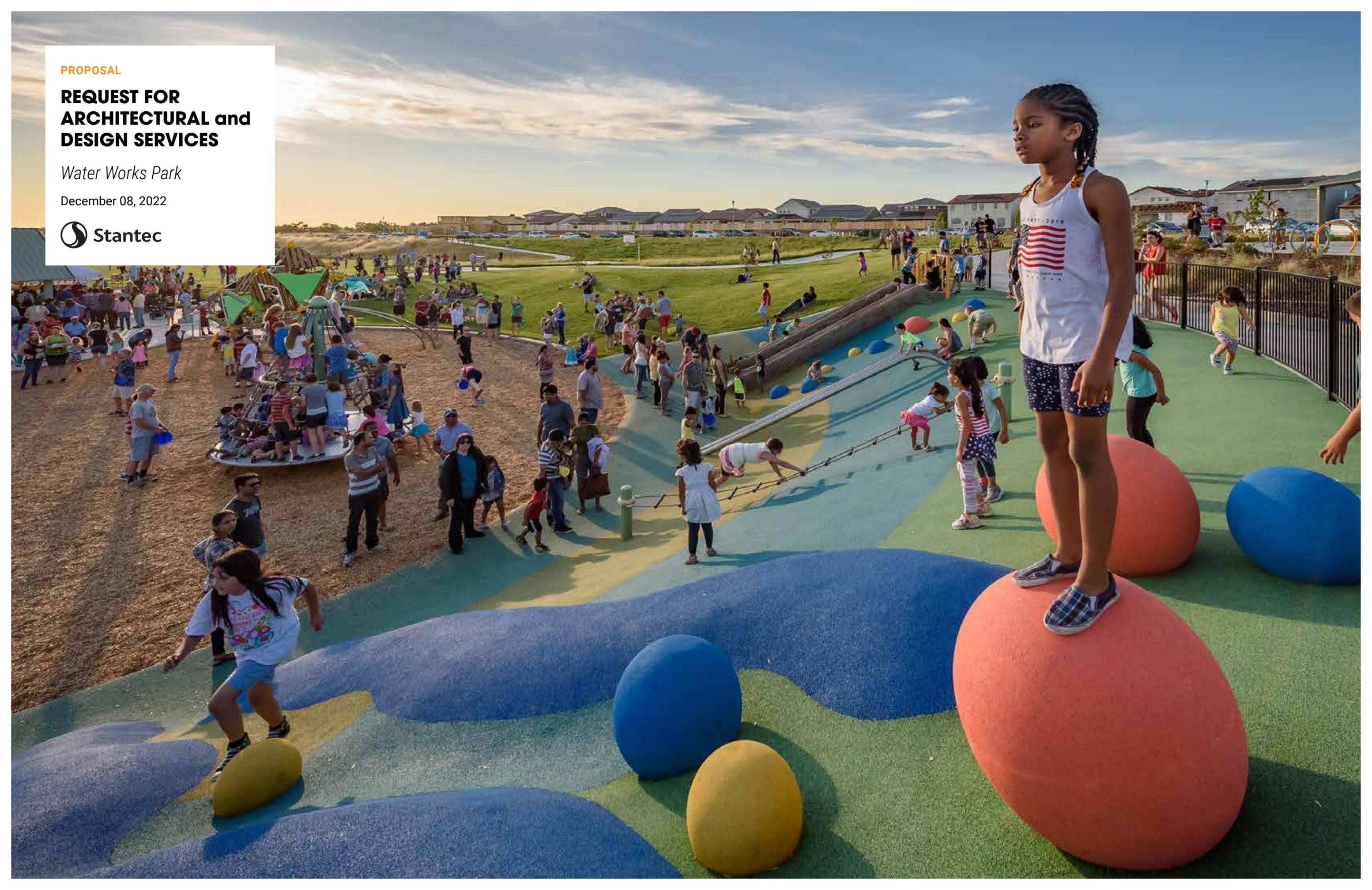
Related Statute/City Ordinance:	N/A
Line Item Code/Description:	45-90-805-09
Available Budget:	\$1,500,000

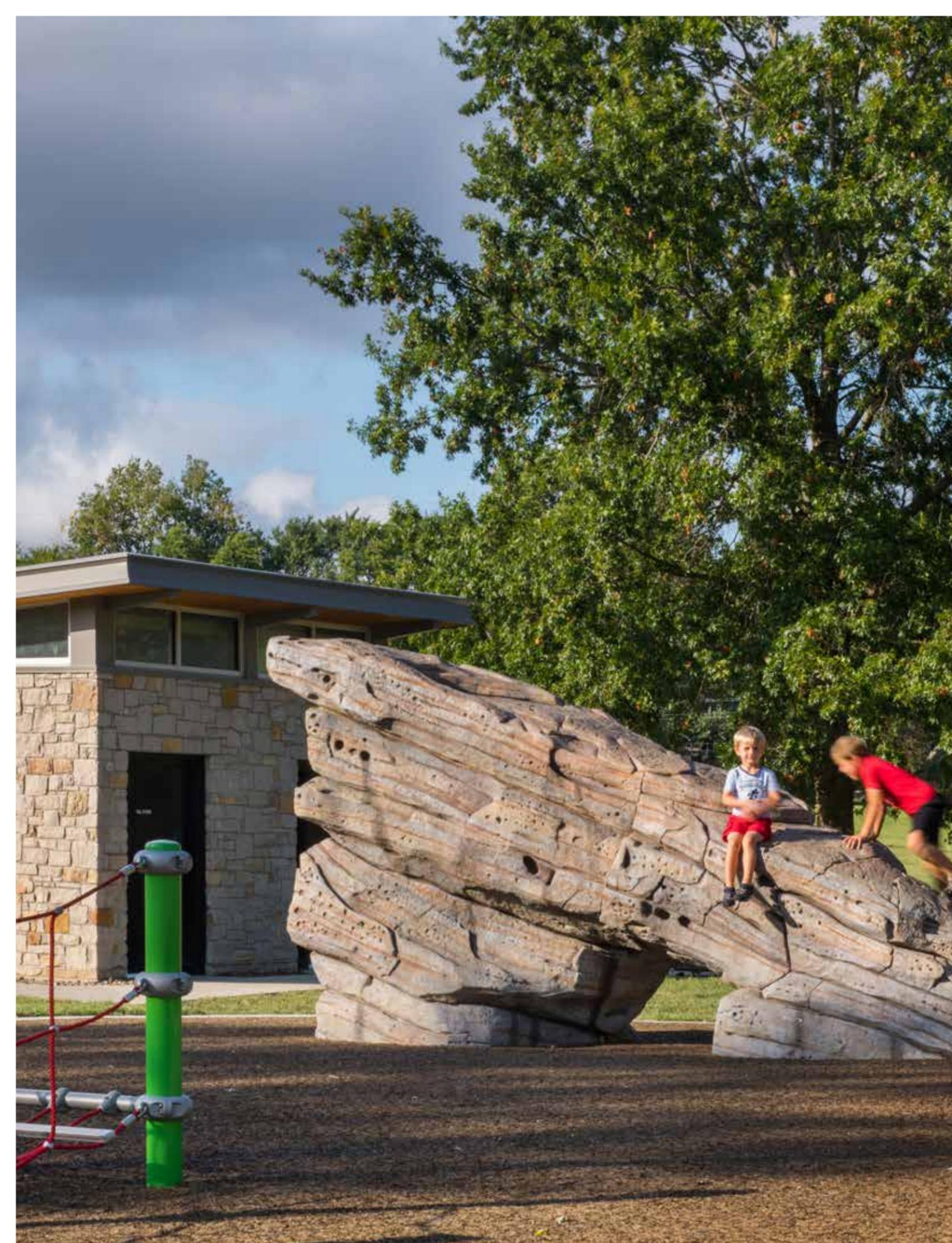
PROPOSAL

**REQUEST FOR  
ARCHITECTURAL and  
DESIGN SERVICES**

*Water Works Park*

December 08, 2022





## COVER LETTER

 **Stantec Consulting Services Inc.**  
6800 College Blvd #750, Overland Park, KS 66211

December 08, 2022

Penn Almony  
Director of Parks and Recreation  
Parks and Recreation Department  
Mission, Kansas

### RE: Water Works Park

Dear Mr. Almony:

Located in a unique position within the metro area, The City of Mission's 10,000 residents benefit from established neighborhoods with great access and quality municipal services. A significant part of those services includes eight existing parks with trails, playgrounds, a community center, aquatic center, and natural areas. Stantec understands the City's mission and vision statements provided in the master plan. These statements dovetail well with Stantec's purpose to "Design with Community in Mind", and we are excited about the opportunity to utilize our expertise and experience to provide the City with Architectural and Design Services for the improvements at Water Works Park.

The Stantec team is comprised of local experience with national expertise to design projects with a fresh perspective that are delivered on time and on budget. The best way to ensure that these goals are met is to identify the top consultants that have a proven working relationship and keep them engaged from start to finish. That is our approach to every project, and we have gathered a familiar team to complete this project under one umbrella led by Stantec.

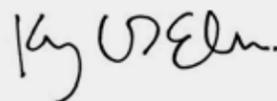
We are structured perfectly to work closely with you and provide the experience necessary for a park project of this scale of complexity that is sensitive to the close proximity of residences and involves working with critical infrastructure and utility agencies. We will engage the City, community, and other stakeholders throughout the process to develop design solutions and a set of documents that are clear, concise and within budget. Our seasoned professionals have proven their knowledge of delivering cost effective projects that remain impactful, creative, sustainable, and engaging to meet with standards expected by the City of Mission and its residents.

Stantec has carefully assembled a talented team of professionals to meet the needs of multiple project types. The core team from Stantec, led by Kelly VanElders, will include Josh Cheek, and Jake Stodola, who lives 600 feet from the park! These are the landscape architects and designers the City will consult with on a regular basis for all design services. In addition to internal consultants for Public Involvement, we have added several sub-consultants to our team to be able to respond to specific needs for the anticipated program. Firms include Wilson & Company (Survey, IT, Security & Civil Engineering), Stand SEI (Structural), and Star Signs (Signage). Our long tenured local ties to these firms provide a team that can tackle any design problem. We have ensured that all team members have the workload capacity to complete any project and available to meet on short notice.

We appreciate the opportunity to submit qualifications and look forward to the possibility of collaborating with The City of Mission to provide Architectural and Design Services for Water Works Park.

Sincerely,

**STANTEC CONSULTING SERVICES INC.**



**KELLY VANELDERS** PLA, ASLA  
Project Manager, Principal  
816-260-9927  
kelly.vanelders@stantec.com



**JOSH CHEEK** PLA, ASLA  
Design Director, Senior Landscape Architect  
913-905-3425  
josh.cheek@stantec.com

# 01

## COMPANY PROFILE

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### STANTEC CONSULTING SERVICES

6800 College Boulevard, Suite 750  
Overland Park, Kansas 66211  
[www.stantec.com](http://www.stantec.com)

**KELLY VANELDERS** PLA, ASLA  
Project Manager, Principal  
816-260-9927  
[kelly.vanelders@stantec.com](mailto:kelly.vanelders@stantec.com)

Stantec Consulting Services is a corporation publicly traded on the New York Stock Exchange under the symbol STN

There are no known conflicts of interest with the City of Mission, its officers, agents or employees.



# 02

## QUALIFICATIONS

### Our Firm

Stantec employs nearly 35 people in our Kansas City office. Of the various disciplines we have in Kansas, our four local landscape architects, and the diverse background of 245 landscape architects firm-wide, can provide the resources to address any project challenge. The focus of our local studio team includes extensive experience with design and delivery of park facilities, natural areas, and outdoor recreation. In addition to our local experts, we bring a network of over 22,000 professionals in 350 offices.

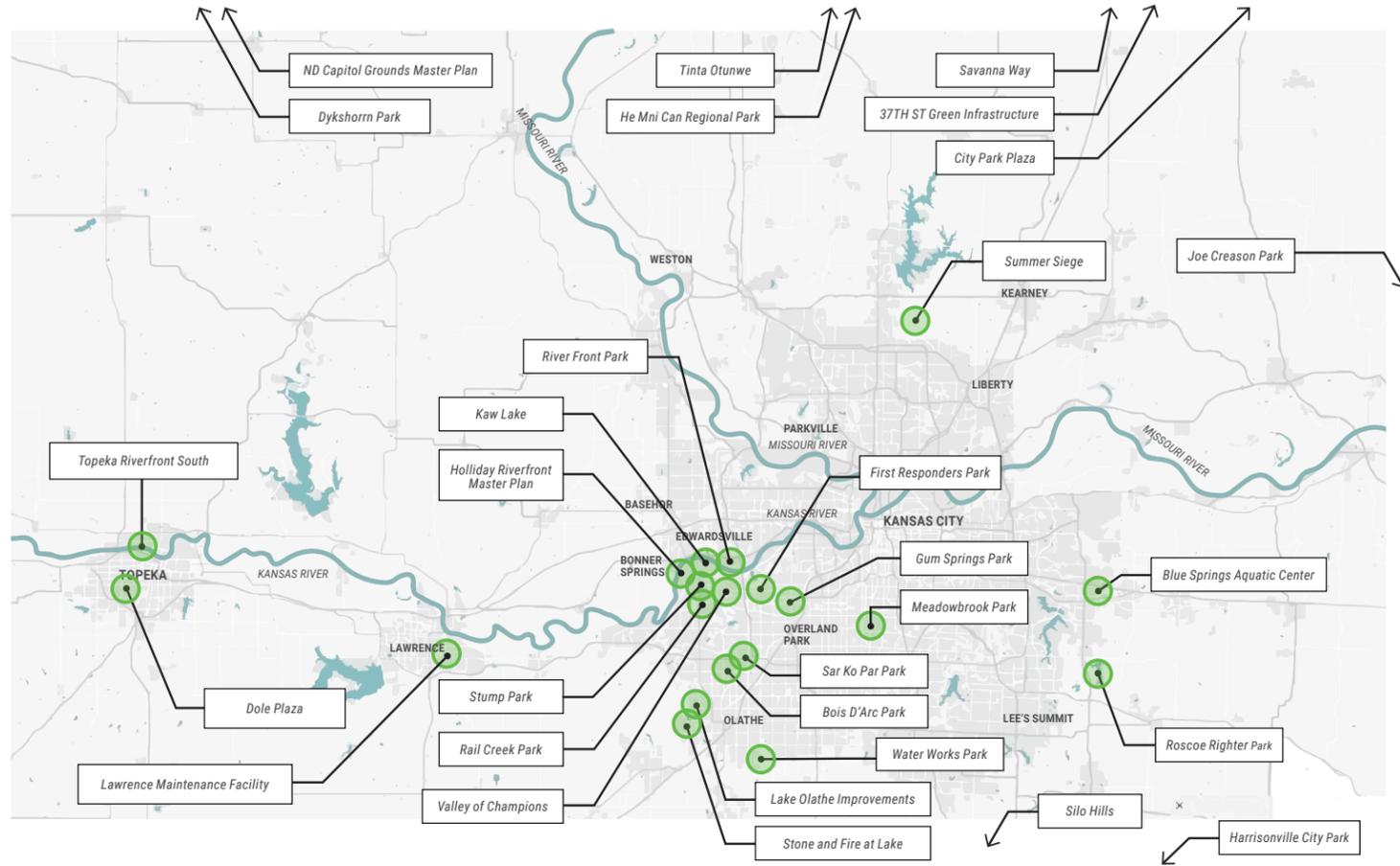
Since 1954, our local strength, knowledge, and relationships, coupled with world-class expertise, have allowed us to go anywhere to meet our clients' needs in more creative, personalized ways. With a long-term commitment to the people and places we serve, Stantec has the unique ability to connect to projects on a personal level and advance the quality of life in communities across the globe. We're active members of those communities, which is why, at Stantec, we design with community in mind.

Through analysis, planning, and design, we create inspired landscapes that reflect context and user needs. Whether an urban park, a restored wetland, a stormwater enhancement, an athletic complex, a waterfront destination, or recreation feature, our landscape architects make valuable contributions to the quality of life in our communities. We create opportunities from complex physical constraints and help our clients achieve their unique project goals for the design, organization, and use of space. From concept development through construction drawings and implementation, we're the source and facilitator of creative ideas that are economically viable and environmentally responsible.

### Our Process

- 1. We Listen:** We want to start each project by understanding your vision. We know it needs to be a fun, engaging process that yields a financially successful, beautiful park. Together, we will create and reinforce the special personality for Water Works Park.
- 2. We Engage the Site:** A park cannot be designed in isolation. It must be engaged to understand site context in order to respond to it. Each site has hidden potential and opportunities that can only be found by site discovery.
- 3. We Enlist the "A" Team:** The best way to deliver a successful project is to identify the team members from the beginning and keep them engaged in the project from start to finish. We have developed a highly qualified team by combining the unique expertise required to make this arrangement successful under one umbrella led by Stantec. Quality Control will be provided by Landscape Architect Jillian Johnson.
- 5. We Create Memorable Experiences:** Most people can intuitively sense good design. Our goal is to design memorable experiences that resonate with your users. That is what will keep them coming back for more and continue their support of Mission parks.
- 6. We Identify Specialty Tasks and provide Applicable Resources:** We have the most capable team to complete Water Works Park because of the "deep bench" and knowledge available through our teaming partners and within Stantec. Our team is prepared to respond to any and every opportunity that arises during the design process.
- 7. Close out:** Making sure that the design intent remains intact through construction is a critical step in the final stages of a successful project. Proof of our ability to finish strong is evidenced by our past and recent award-winning projects, having won high honors from PGASLA two years in a row. Our team is committed to be engaged through the close out of the project!





## Recreation Projects in Last 5 Years

## Our Experience with Municipal Agencies

The core team whom you will be collaborating with includes Project Manager, **Kelly VanElders**, Design Director, **Josh Cheek**, Designer **Jake Stodola** and landscape architect **Ben Wagner** all whom have worked on a wide variety of municipal park projects in significant roles, attending to the smallest of projects to very complex large projects.

In addition, Kelly worked for the City of Overland Park as a landscape architect in the Parks and Recreation Department. This unique experience will add insight and value to the City of Mission that other teams simply cannot offer and is one of the building blocks of our tailored approach.

The map above illustrates the projects that our studio has completed in the last 5 years. These projects range from site master plan studies to finished construction projects. We value our relationships with each community that we work with, and intend to create lasting working relationships by successfully completing and focusing on each project.

## What Makes Us Unique

### Proven History of Collaboration

Our team has a long history of working together collaboratively on landscape architecture, and public park projects. These projects have ranged in size and scope from small to large parks for communities with populations of 4,000 to 400,000. We have fun working together, respect what each team member brings to the table and believe that this group of professionals has the best mix of technical expertise and design vision to deliver this project.

### Proven Experience with Results

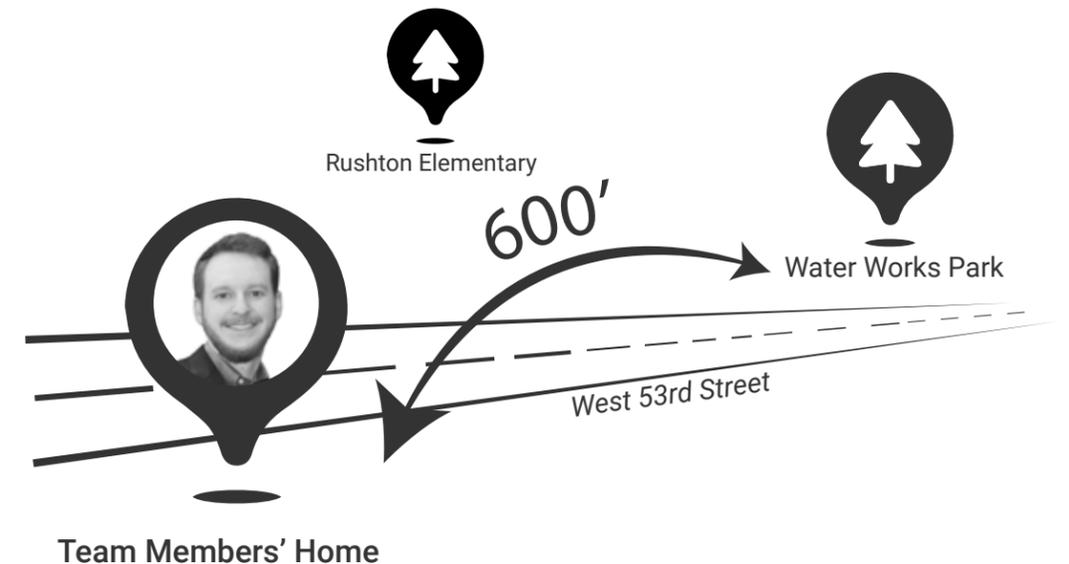
Our team has experience providing consistent quality work from the design consultant side, as well as serving as an owner's representative, and municipal employee. These experiences will allow our team to be more effective delivering innovative and creative designs because it will be balanced with our understanding of potential hurdles and cost savings opportunities during the design and construction phases.

### Flexible Through the Project Delivery Process

Cost estimates are part of the design process and we understand the need to be flexible and modify the design and details as the project evolves to better mirror the budget. We work throughout all stages of the design process with a series of quality control measures in place to right size design details and materials to deliver a project within cost expectations.

### We Are Residents of the Neighborhood.

A key member of our design staff, Jake Stodola, lives less than 600 feet from the park on West 53rd Street.



# 03

## EXPERIENCE AND ABILITY

### PROJECT APPROACH

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#### How We Work

The following pages describe our approach to Water Works Park based on our current understanding of the project and the scope of work, schedule and deliverables anticipated.



# PROJECT TASK 1

## SCHEMATIC DESIGN PHASE

### MEETING 01: KICK-OFF MEETING / SITE VISIT

Each project site is unique and has hidden opportunities that need to be explored. As part of the kick-off meeting, Stantec will **tour the site with the client** to fully understand the project goals. During conversations with the client, a **Project Vision Statement** will be created for Water Works Park. This statement will help guide the design process and serves as a metric to evaluate project goals against design throughout the project.

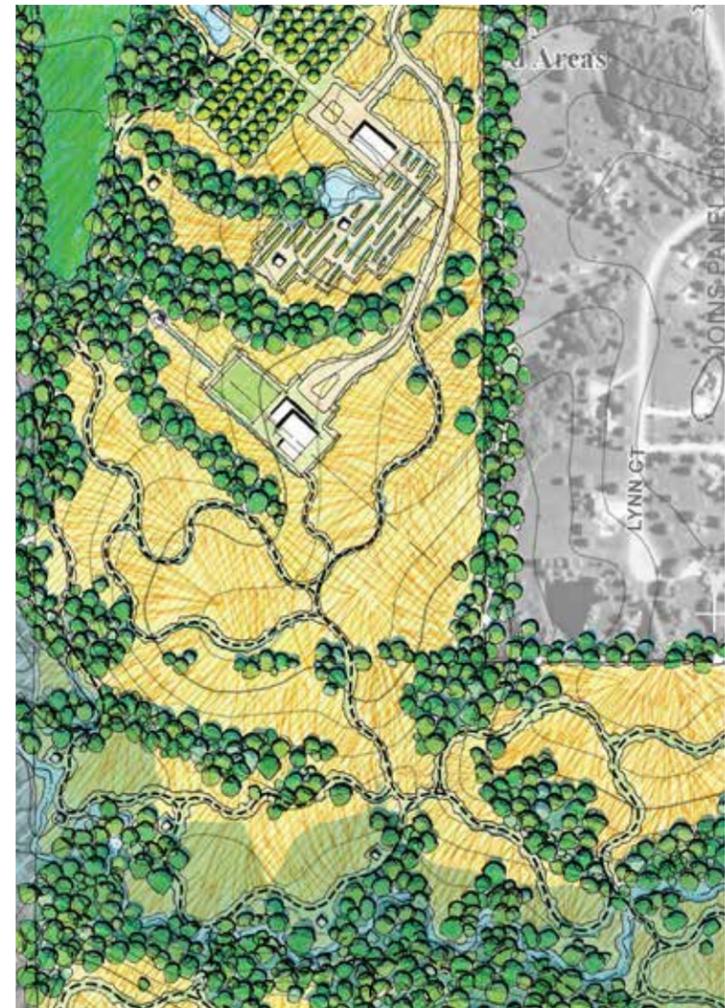
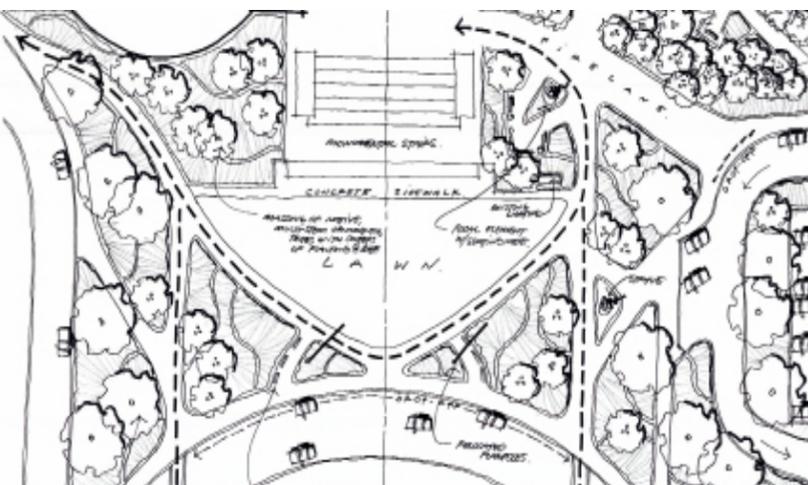
The current park master plan and budget will be reviewed and discussed to guide the direction of the schematic design phase. The goal of this review is to create a design that is achievable and sustainable. Stantec will also **gather from the client all existing CAD** and digital files that will assist in the completion of the design, graphics and documents. Our team will complete a survey of the park.

In this phase the spaces will begin to take shape both in space planning and crafting a narrative for experiences. Stantec will prepare **sketches that push the clients expectations** on the possibilities of the space while staying consistent with the current master plan. This process opens up avenues of thought that allow for unique design outcomes and solutions.

**Hand drawn plans, sections and digital 3-D studies** will be included in this phase to help visualize the proposed design elements and easily understand the proportions and scale of the site and surrounding neighborhoods. **Precedent images and character photos** will help to articulate the aesthetic of the design.

This task is extremely important to guide a design concept that achieves your needs, goals and vision for the project.

**DELIVERABLE: 100% SCHEMATIC DESIGN SUBMITTAL**



# PROJECT TASK 2

## DESIGN DEVELOPMENT PHASE

### MEETING 02: SCHEMATIC DESIGN REVIEW / COMMENTS

After approval of the Schematic Design by city staff, we will proceed with further refinement of the design through the Design Development process. We will continue the involvement of city staff to confirm refinement of the project design and cost estimation. The cost estimate will also evaluate **maintenance and on-going operation needs** related to the park design.

The **project vision statement** generated in the first workshop will be evaluated continuously through this task to ensure that the original goals of the project are being met. If the goals of the mission statement are not in line with the design a meeting with the city will be initiated by the design team to determine if the design direction needs to be modified or if the mission statement needs to evolve.

If preliminary geotechnical information is needed, we will engage with a Geotechnical consultant to complete.

### DELIVERABLE: 50% DESIGN DEVELOPMENT REVIEW

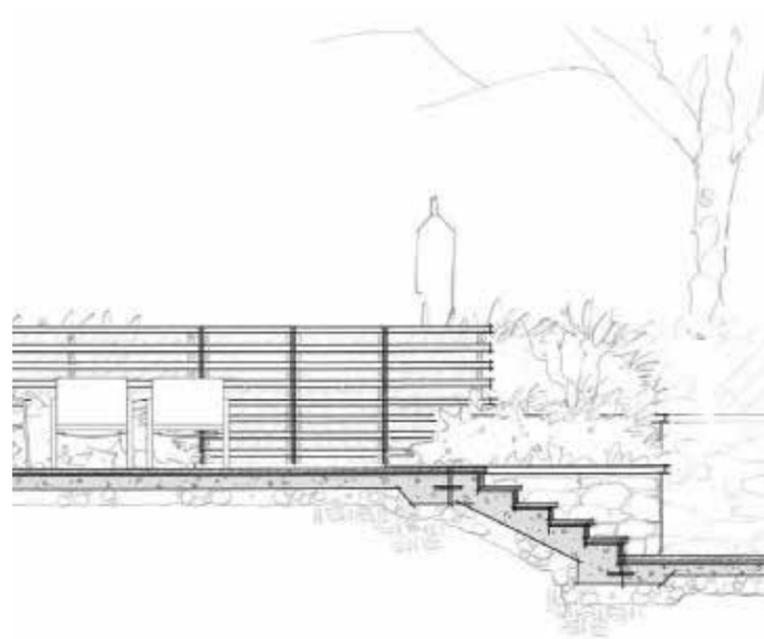
### MEETING 03: PROJECT REVIEW / COMMENTS

After review of the 50% Design Development set, the Stantec team will make any necessary changes and revisions based on comments from city staff.

During this phase, the Stantec team will begin to develop 2-D and 3-D graphics for Planning Commission and City Council meetings. We also anticipate a need to keep Rushton Elementary and the surrounding neighborhoods “up to speed” on the design of the park.

The design development package complete with plans, narratives, 3-D renderings and images will be finalized. If needed, a number of methods could be utilized to engage and inform the City of Mission residents on the future of the park. These could include 2-D or full 3-D immersive websites to allow for full engagement and exploration of the design.

### DELIVERABLE: 100% DESIGN DEVELOPMENT SUBMITTAL







# PROJECT TASK 4

## BIDDING PHASE

Bidding of the project will be a joint effort with Stantec and City of Mission staff. It is highly recommended that General Contractors meet a qualification standard for the specific scope of work defined by the project and have a proven track record of working on projects with a similar budget and schedule.

# PROJECT TASK 5

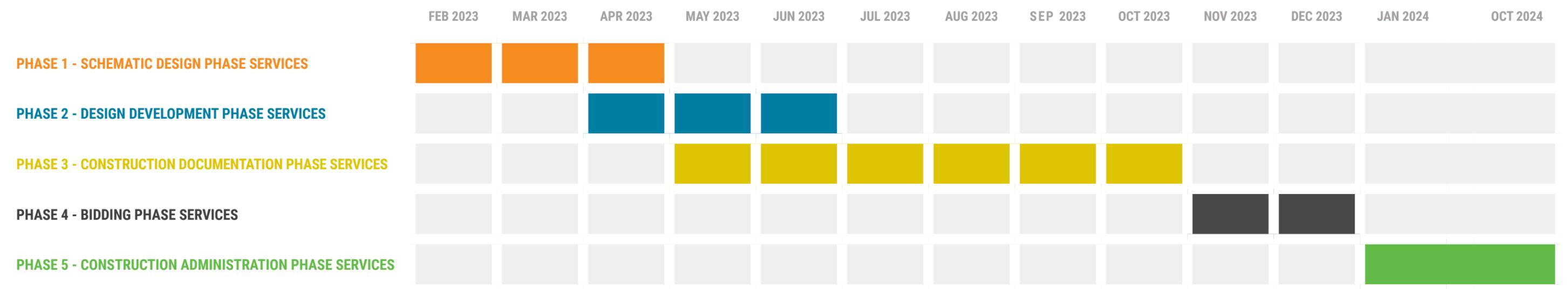
## CONSTRUCTION ADMINISTRATION PHASE

The construction administration period will require oversight and input from the Stantec team throughout the construction period to review submittals and materials, address potential questions by the contractor, inspect the construction means, methods and installation through the final punch list.

In addition, our team will closely monitor construction progress as it aligns with payment request and quality control, and that construction as-builts are being properly performed by the contractor.

**CONSTRUCTION COMPLETE OCTOBER 2024**

# PROJECT SCHEDULE





EXAMPLES OF RELEVANT WORK

# MEADOWBROOK PARK

## Prairie Village, Kansas

The project involved converting a mature 18-hole golf course into an 80-acre public park. Fulfilling a desperate need for public park land in established NE Johnson County, Meadowbrook Park has attracted a lot of attention and was the County's largest park project in JCPRD's award winning history to be built in one phase.

Key components for this high-profile location in the Kansas City Metro area include a new activity building, custom shelters and restrooms, a large destination playground, over 5 miles of trails and multiple bridges, open space fairways, a multi-use festival lawn, large sledding hill, pickleball courts, an accessible sand box, musical instrument grove, and two trail lined bodies of water.

The design and management of Meadowbrook Park is the individual experience of Kelly VanElders whose contract was transferred to Stantec where he continued to be involved in the initial phase of construction.

**AWARD:**  
2016 NACPRO Planning Initiative Award



# HILLSIDE PARK

## Rancho Cordova, California

Hillside Park is a 6.5 acre park that includes a 2.5 acre detention basin. A requirement for this new development, this park would provide a recreational area for a new suburban community. The developer's vision was to create a more modern and distinctive park in the region that would also attract younger families with children to move in.

We wanted to design a unique and modern park with features that would attract children's interest with elements they have never seen before. We were inspired by the idea of combining unique and challenging elements with natural forms, such as log slides. By utilizing the park's grade change, we created a unique play hill to stand as the park's major element. The large play hill included two precast slides, a waterfall slide, climbers, and a resilient rubber surface with play elements and forms. Other play elements included a basketball court, soccer field, two to five year old tot lot, and a 5-12 year old play area with a large interactive net spinner that holds 15 or more children.

**AWARD:**  
2016 CSASLA Honor Award



# RIVER FRONT PARK

## Edwardsville, Kansas

River Front Park is uniquely situated between the Kansas River to the south and an established neighborhood to the north. The existing site is underutilized, overgrown and creates a visual and physical separation between the residents and the water. The revisioning of the park provides the opportunity for the creation of an amenity space that serves as a neighborhood park as well as creating an asset to be enjoyed by the community.

Stantec worked with the city staff and parks board to create a program that allowed for passive park engagement throughout the site. A network of pathways provide for a variety of user groups to engage in the space at different levels of activity and time spent in the park. Planting zones transition for the river, utilizing the existing sandy soil to establish experience zones within the park and help buffer the neighborhood. A dynamic river overlook breaks through the tree canopy to provide unobstructed views upstream and downstream. This structure will provide previously unobtainable views of the river corridor.

Stantec is currently working on Phase 1 construction documents for project.

**AWARD:**

2022 PGASLA Award of Excellence



# SPORT COURT COMPLEX

## Sar-Ko-Par Park and Bois D'Arc Park Lenexa, Kansas

Stantec completed design and construction oversight for converting the City of Lenexa's Bois' D' arc Park's tennis courts into a tournament style pickleball complex. The project objective was to utilize the best design and construction methods known to build a durable, low maintenance facility to support its anticipated high use. The courts incorporated post tension concrete construction with attention given to proper detailing of various joint types and details to accommodate PTC curing tendencies. The centerpiece of the complex is a player amenity center complete with tensile fabric shade sails, site furnishings, hydration, device charging, and the latest sport court LED lighting. The facilities success resulted in high demand requiring periodic scheduled use and added revenue for access to the facility.

Stantec also completed design and construction oversight for converting Sar Ko Par Park's tennis courts into a roller hockey and tennis facility. The project objective was to utilize the best design and construction methods known to build a durable, low maintenance facility to support its highly punishing use. The surfaces also incorporated post tension concrete construction.

**AWARD:**

2020 ASBA Distinguished Outdoor Pickleball Facility



# SOUTHWEST PARK + ROSCOE RIGHTER PARK

## Blue Springs, Missouri

Looking to the future for its residents and visitors, the City of Blue Springs wanted to create two new, major city parks from several large parcels of undeveloped land. For the 55-acre Southwest Park Master Plan, as well as the larger Roscoe Righter Master Plan. Our work included concept development, public meetings and client workshops for both parks, the preparation of descriptive narratives, and the preparation of presentation materials and renderings for the City's use.

The Master Plan included two revenue-generating event facilities, a flexible open space to accommodate outdoor venues, picnic areas, an aerial tree walk, bike trails, a sledding hill, an iconic and fully accessible play structure for all ages, and a variety of shelters positioned throughout the site. Stantec managed the entire approval process, working with an Advisory Committee, to gather stakeholder input and gain support from citizens and residents by using online surveys, public in-person meetings, and public webinars.

**AWARD:**

2021 PGASLA Honor Award



# WEST FLANDERS PARK GARDEN RENOVATIONS

## Shawnee, Kansas

West Flanders Park is one of Shawnee's most popular established parks. Stantec was commissioned to help with the renovation of a rose garden and the addition of a war memorial for this 8.7 acre parcel surrounded by homes built in the 1920's to the 1970's. The design team used inspiration from Shawnee's sister city Pittem, Belgium for the architecture of the potting shed and developed meandering garden pathways, hardscape, entry signs and shelter renovation. The popular Rose Garden is now cared for by the Johnson County Master Gardeners as one of their demonstration gardens.

In addition, Stantec designed a World War One memorial to pay tribute to the United States' entry into World War I and also as a way for the city to recognize its beginnings. The memorial consists of a large metal interpretive sign, with historic information and photographs. "In Flanders Field", a soldier's poem is displayed on one side of the sign. The other side pays tribute to the city of Pittem, the region of West Flanders and the historic Belgian immigration to the United States.





# CENTRAL PARK FESTIVAL SQUARE

## Mount Pleasant, Michigan

Stantec was selected by the City of Mount Pleasant to create a new downtown park to replace an existing parking lot. The park was envisioned to become a festival plaza for the city hosting concerts and events in the summer and ice skating in the winter.

The design team created a main festival lawn as the centerpiece for the park with a series of smaller spaces at the park boundary. These smaller spaces could serve as amenity spaces during weekend festivals or more individual spaces during the week allowing residents to find spaces to relax and enjoy the park.

Flexibility was a key component of the design, allowing the city the opportunity to program a variety of different size events throughout the year without disrupting the traffic flow along the edges.

Stantec is currently working with the city to secure funding for design and construction.



# DYKSHOORN PARK

## Mandan, North Dakota

Stantec worked on the design of immediate and long-term improvements to important community spaces in downtown Mandan. The Morton Mandan Public Library is uniquely situated within the downtown framework—immediately adjacent to community parks, plazas and open spaces that support many activities. Collaborating closely with local stakeholders, Stantec has developed a cohesive master plan that envisions how library improvements and park improvements can be integrated to support the vibrancy of downtown Mandan.

After the master plan was finished, Stantec was asked to complete Construction Drawings and oversee Construction Administration for the first phase of the park.

First phase of the park is now complete and open to the public.

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## Sustainability

Sustainability is key to our purpose, promise and values. And we live it every day, because we are accountable to our communities. We are global leaders and are ranked as the #1 most sustainable corporation among industry peers by Corporate Knights. We have an operational pledge to be carbon neutral and are on track to be net zero by 2030.

We approach the design of projects with the same level of commitment.

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## Availability and Commitment

Our proposed design leadership for this scope of work is based out of our Overland Park office. Kelly VanElders is committed to managing the project from start to finish and conducting meetings in a time efficient manner to stay on schedule. Our staff has a large margin of availability, and are focused on delivering a quality project to the city.

In addition, our vested interest in having a team member living in the neighborhood adds a level of commitment to the success of the project

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## Authenticity

Most people can intuitively sense good design. This project will require a solution that fits within the context of the community and connection to Rushton Elementary. Prioritizing the community and connections through the park is important. Being authentic is the key, respecting the budget and understanding when to push the limits and when to be restrained. It is an exciting opportunity!

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## References

### ZACK DANIEL

Assistant City Manager  
Edwardsville, Kansas  
(913) 356-6002  
zdaniel@edwardsvilleks.org

### LOGAN WAGLER

Director of Parks and Recreation  
Lenexa, Kansas  
(913) 477-7140  
lwagler@lenexa.com

### DENNIS DOVEL

Director of Parks and Recreation  
Blue Springs, Missouri  
(816) 228-0265  
ddovel@bluespringsgov.com





**KELLY VANELDERS**  
Project Manager  
Stantec



**JOSH CHEEK**  
Design Director  
Stantec



**JAKE STODOLA**  
Design and Visualization  
Stantec



**JUSTIN KLAUDT**  
Civil Engineer  
Wilson and Company



**JILLIAN JOHNSON**  
Landscape Architect  
QA/QC  
Stantec



**WILLIAM KNIGHT**  
Surveying  
Wilson and Company



**BEN WAGNER**  
Landscape Architect  
Stantec



**MARC HESS**  
Electrical Engineer & IT  
Wilson and Company



**SHELLEY ROSDAHL**  
Signage Consultant  
Star Signs



**BRENT BONHAM**  
Structural Engineer  
Stand

## Design Team Capabilities

### Proven History of Collaboration

Our team has a long history of working together collaboratively on landscape architecture, and public park projects. These projects have ranged in size and scope from small to large parks for communities with populations of 4,000 to 400,000. We have fun working together, respect what each team member brings to the table and believe that this group of professionals has the best mix of technical expertise and design vision to deliver this project for the City of Mission.

### Proven Experience with Results

Our team has experience providing consistent quality work from the design consultant side, as well as serving as an owner's representative, and municipal employee. These experiences will allow our team to be more effective delivering innovative and creative designs because it will be balanced with our understanding of potential hurdles and cost savings opportunities during the design and construction phases.

### Flexible Through the Project Delivery Process

Cost estimates are part of the design process and we understand the need to be flexible and modify the design and details as the project evolves to better mirror the budget. We work throughout all stages of the design process with a series of quality control measures in place to right size design details and materials to deliver a project within cost expectations.

### We Design for Communities

We design for our clients and the communities in which we work, not for awards. Our team members have won a number of local and national awards for their park, civic, and community projects. It is nice to receive recognition from your peers, but it is more important to us that the project meets the needs, goals, and wants of the community.

04

**PROJECT PERSONNEL**



# STANTEC KANSAS CITY PARKS AND RECREATION GROUP

Below is the core team that the City of Mission will collaborate with on Water Works Park. Stantec has more than 265 landscape architects on staff nationwide that can be utilized as needed.

**KELLY VANELDERS**  
PLA, LEED AP, ENV SP, CLARB

**TITLE/ROLE:** Project Manager/Point of Contact  
**YEARS EXPERIENCE:** 32 Years total



## EDUCATION

Bachelor of Landscape Architecture, *Kansas State University, 1990*  
Associate of Arts in Architecture, *Central College, McPherson, Kansas, 1986*

## REGISTRATIONS

Registered Professional Landscape Architect, *Kansas, Missouri, Iowa, Kentucky, Colorado*  
Envision™ Sustainability Professional (ENV SP), *Institute for Sustainable Infrastructure*  
LEED Accredited Professional, *U.S. Green Building Council*  
CLARB Certified Landscape Architect, *Council Record #30646*

**JOSH CHEEK**  
PLA, ASLA, CLARB

**TITLE/ROLE:** Design Director/Senior Landscape Architect  
**YEARS EXPERIENCE:** 22 Years total



## EDUCATION

Bachelor of Landscape Architecture, *Kansas State University, 2000*

## REGISTRATIONS

Registered Professional Landscape Architect, *Kansas, Missouri and Arkansas*  
CLARB Certified Landscape Architect, *Council Record #18201*  
American Society of Landscape Architects

**JAKE STODOLA**  
ASLA

**TITLE/ROLE:** Design Staff/Visualization



## EDUCATION

Bachelor of Landscape Architecture, *Iowa State University, 2017*

## REGISTRATIONS

American Society of Landscape Architects

**BEN WAGNER**  
PLA

**TITLE/ROLE:** Landscape Architect  
**YEARS EXPERIENCE:** 9 Years total



## EDUCATION

Bachelor of Landscape Architecture, *Kansas State University, 2013*

## REGISTRATIONS

Registered Professional Landscape Architect, *Missouri*

## Similar Projects Completed by the Stantec KC Parks and Recreation Group in the Last 5 Years

- Southwest Park - Blue Springs Missouri
- River Front Park - Edwardsville, Kansas
- Kaw Lake Park Vision Plan - Shawnee, Kansas
- Valley of Champions Master Plan - Shawnee, Kansas
- First Responders Park - Shawnee, Kansas
- Roscoe Righter Park - Blue Springs Missouri
- Stone and Fire at Lake Olathe Park - Olathe, Kansas
- Joe Creason Park - Louisville, Kentucky
- Silo Hills Farm - Belton, Missouri
- Water Works East - Olathe, Kansas
- Listowel Park - Shawnee, Kansas
- Rail Creek Park - Shawnee, Kansas
- Dykshorn Park - Mandan, North Dakota
- Summer Siege - Smithville, Kansas
- Priest Ravine - Lake Michigan, Illinois
- Bluhawk Central Core - Overland Park, Kansas
- I-49 CSS - Lafayette, Louisiana
- Civic Centre Expansion - Shawnee, Kansas
- Topeka Riverfront South - Topeka, Kansas
- Gum Springs Master Plan - Shawnee, Kansas
- Stump Park - Shawnee, Kansas
- West Flanders Memorial Gardens - Shawnee, Kansas
- Harrisonville City Park - Harrisonville, Missouri
- Tinta Otunwe Park - Shakopee, Minnesota
- Blue Springs Aquatic Center - Blue Springs, Missouri
- Parks Maintenance Facility - Shawnee, Kansas
- Plaza West Park - Manhattan, Kansas
- Dole Plaza at Washburn School of Law - Topeka, Kansas
- North Dakota Capitol Master Plan - Bismarck, North Dakota
- 37th Street Green Infrastructure - Chaska, Minnesota
- City Park and Ice Ribbon - Mount Pleasant, Michigan
- Savanna Way Park - Chaska, Minnesota
- Lawrence Field Operations Campus,
- He Mni Can Park - Red Wing, Minnesota

## Similar Projects Completed by the Stantec KC Parks and Recreation Group at Previous Firms

- Lead Innovation Campus - Kansas City, Missouri
- Creighton University Master Plan - Omaha, Nebraska
- Cedar Niles Park Trail - Johnson County, Kansas
- E H Young Park - Riverside, Missouri
- Community Park at Ford - St Paul, Minnesota
- Gardner Central Park Green - Gardner, Kansas
- Lexington Lake Park - DeSoto, Kansas
- Atchison Riverfront Park - Atchison, Kansas
- Kaw Point - Kansas City, Kansas
- Blake Street House - Bentonville, Arkansas
- One and Only Ocean Club - Paradise Island, Bahamas
- The Royal Atlantis - Dubai, UAE
- Woodside Village - Westwood, Kansas
- One and Only The Palm - Dubai, UAE
- Xanadu Island - Bodrum, Turkey
- Ciragan Palace - Istanbul, Turkey
- Khalifa Park - Abu Dhabi, UAE
- Tatami House - Springfield, Missouri
- Mandarin Oriental - Dubai, UAE
- Lake Olathe - Olathe, Kansas
- Overland Park Arboretum - Overland Park, Kansas
- ADIA Headquarters - Abu Dhabi, UAE
- Kansas City Zoo Nature Play - Kansas City, Missouri
- Tinta Otunwe Park - Shakopee, Minnesota
- Altru Expansion Green Space - Grand Forks, North Dakota
- Parks Maintenance Facility - Shawnee, Kansas
- Beach Horse Stables - Dubai, UAE
- Hermitage Farm - Goshen, Kentucky

# DESIGN TEAM MEMBERS

**JUSTIN KLAUDT**  
PE

**WILSON AND COMPANY**  
TITLE/ROLE: Civil Engineer



## EDUCATION

BS, Civil Engineering, Kansas State University, 1998

## REGISTRATIONS

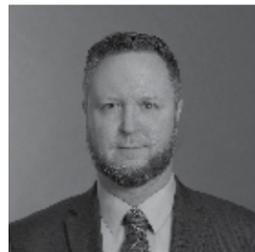
Professional Engineer (PE), Kansas, Missouri, Arizona, Nebraska, Oklahoma, Kentucky, Colorado

## NOTABLE PROJECT EXPERIENCE

Gum Springs Park, Shawnee, Ks  
River Front Park, Edwardsville, Ks  
Southwest Park, Blue Springs, Mo

**WILLIAM KNIGHT**  
PLS

**WILSON AND COMPANY**  
TITLE/ROLE: Surveying



## EDUCATION

Coursework, Missouri State University, Surveying  
United States Army: Basic Geodetic Survey Course, National Geospatial-Intelligence Agency (NGA), Ft. Belvoir, VA, Certificate of Completion

## REGISTRATIONS

Registered Land Surveyor, Kansas #1657, Missouri PLS-2007000077, Nebraska #772

## NOTABLE PROJECT EXPERIENCE

Gum Springs Park, Shawnee, Ks  
Summer Siege, Smithville, Mo  
City Park, Harrisonville, Mo

**MARC HESS**  
PE

**WILSON AND COMPANY**  
TITLE/ROLE: Electrical Engineer/IT



## EDUCATION

Bachelor of Science, Electrical Engineering, University of Kansas, 2008

## REGISTRATIONS

Professional Engineer, Kansas, Louisiana, California, Washington, Oregon, Wyoming, Iowa, Arkansas, Nevada, Missouri, Minnesota, Alberta (Canada)

## NOTABLE PROJECT EXPERIENCE

Heron Park, Denver, Colorado  
Greenwich Elementary, Wichita, Kansas  
Overland Park Parking Lot Renovation, Overland Park, Kansas  
UPRR Santa Teresa Terminal, Santa Teresa, New Mexico

**JILLIAN JOHNSON**

**STANTEC**  
TITLE/ROLE: QA/QC Review of Design and Construction Documentation



## EDUCATION

Bachelor of Landscape Architecture, California Polytechnic State University

## NOTABLE PROJECT EXPERIENCE

Hillside Park, Rancho Cordova, California  
McKinley Park, Sacramento, California  
Oasis Park, Elk Grove, California  
Harry Crabb Park, Sacramento, California  
Mountain View Community Center, Mountain View, California  
Cornerstone Park, Henderson, Nevada

**BRENT BONHAM**  
PE, SE, LEED AP

**STAND STRUCTURAL ENGINEERING, INC**  
TITLE/ROLE: Structural Engineer



## EDUCATION

MS, Civil Engineering, University of Missouri-Columbia, 1994  
BS, Civil Engineering, University of Missouri-Columbia, 1992  
BS, Architecture Dept., M.I.T., 1990

## REGISTRATIONS

Structural Engineer: Illinois, Utah, Nevada and Oklahoma  
Professional Engineer: Kansas, Missouri, California, Texas, New York, Colorado, New Jersey, Indiana, Kentucky, Nebraska, New Mexico, and Wyoming  
LEED Accredited Professional

**SHELLEY ROSADHL**

**STAR SIGNS**  
TITLE/ROLE: Signage



## EDUCATION

Bachelor of Science, Interior Design, Kansas State University

## NOTABLE PROJECT EXPERIENCE

Shawnee Parks and Recreation, Shawnee, Kansas  
Meadowbrook Park, Prairie Village, Kansas  
Riverside, Missouri, Wayfinding & Trail Marker Signage  
Niewman Now, Shawnee, Kansas  
Lake Olathe ID signs, amenities, interpretative signs, wayfinding signs  
Johnson County Parks & Recreation, Large park identification Missouri monuments,

# 05

## PRICING

### SCHEDULE OF FEES

### Schedule of Fees for Relevant Services

Scope of Work					
	Landscape Architecture & Project Management	Civil Engineering	Technology Design / Security Systems / Internet	Structural Engineering	Signage
<i>SCHEMATIC DESIGN</i>	\$12,000	\$4,000	\$0	\$0	\$2,000
<i>DESIGN DEVELOPMENT</i>	\$18,500 - \$20,000	\$5,000 - \$7,000	\$0	\$1,000 - \$2,000	\$2,000 - \$3,000
<i>CONSTRUCTION DOCUMENTS</i>	\$17,500 - \$19,000	\$8,000	\$4,000 - \$6,000	\$3,000 - \$5,000	
<i>BIDDING</i>	\$2,000	\$1,000	\$500	\$500	
<i>CONSTRUCTION ADMINISTRATION</i>	\$22,000 - \$24,000	\$3,000 - \$4,000	\$3,500	\$1,500	
<i>TOTALS</i>	\$72,000 - \$77,000	\$21,000 - \$24,000	\$8,000 - \$10,000	\$6,000 - \$9,000	\$4,000 - \$5,000

**Fee Range Total = \$111,000 - \$125,000** plus reimbursable expenses

**Reserve Services Notes:**

Architecture - Design Fees included in Pre-Fab Manufacture Rep (no fees necessary)

Survey - \$17,000 if full survey and utility locates needed



**THANK YOU FOR THE OPPORTUNITY TO SUBMIT FOR WATER WORKS PARK!**

Please feel free to reach out to either Kelly or Josh with any questions.

A handwritten signature in black ink, appearing to read "Kelly Vanelders".

**KELLY VANELDERS** PLA, ASLA  
Project Manager, Principal  
816-260-9927  
kelly.vanelders@stantec.com

A handwritten signature in black ink, appearing to read "Josh Cheek".

**JOSH CHEEK** PLA, ASLA  
Design Director, Senior Landscape Architect  
913-905-3425  
josh.cheek@stantec.com

## **STANTEC TEAM ADVANTAGES**

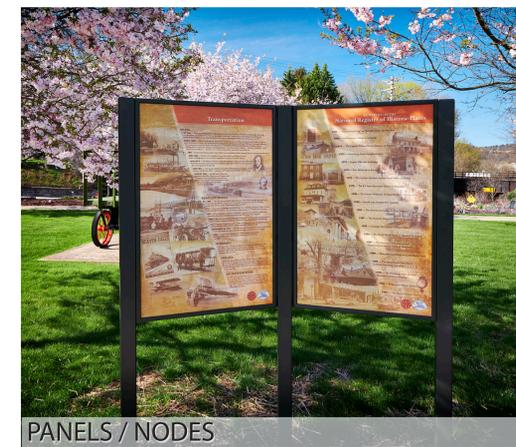
**WE BRING PROVEN EXPERIENCE**

**WE FOCUS ON CREATING RESILIENT PROJECTS THAT ENDURE**

**WE BRING CREATIVITY TO EVERY ASPECT OF THE PROJECT**

**WE PRIORITIZE QUALITY CONTROL and CONTINUALLY ANALYSIS COST**

**WE ARE EXCITED ABOUT THE OPPORTUNITY TO WORK WITH MISSION!**



# City of Mission Project Timeline

## 2023 Meetings and Deadlines

Planning Commission Meeting Date	Applicant Deadlines							Staff Deadlines			City Council
	Application Deadline	Staff: Comments	Staff/ Applicant Meeting (optional)	Revisions Deadline	Staff: Comments	Final Revisions Deadline	Property Owner Notice	Staff: Publish Packet	Staff: Newspaper Notice		
4th Monday of the Month*	**45 Working Days Prior to Meeting	28 Calendar Days after Submittal	Following Staff Comments	10 Calendar Days after Staff Comments	10 Calendar Days after Revisions	**7 Working Days Prior to Meeting	20** Calendar Days Prior to Meeting	5 Calendar Days Prior to Meeting	At Least 20 Days Prior (Submit on Friday Before the Tuesday Issue)		As Necessary*
									Friday	Tuesday	
23-Jan	15-Nov	13-Dec	15-Dec	22-Dec	30-Dec	11-Jan	30-Dec	18-Jan	28-Dec	3-Jan	15-Feb
27-Feb	19-Dec	17-Jan	19-Jan	30-Jan	9-Feb	15-Feb	7-Feb	22-Feb	3-Feb	7-Feb	15-Mar
27-Mar	20-Jan	17-Feb	19-Feb	1-Mar	11-Mar	16-Mar	7-Mar	22-Mar	3-Mar	7-Mar	19-Apr
24-Apr	17-Feb	17-Mar	19-Mar	29-Mar	8-Apr	13-Apr	4-Apr	19-Apr	31-Mar	4-Apr	17-May
22-May	20-Mar	17-Apr	19-Apr	29-Apr	9-May	11-May	2-May	17-May	28-Apr	2-May	21-Jun
26-June	20-Apr	18-May	20-May	30-May	9-Jun	14-Jun	6-Jun	21-Jun	2-Jun	6-Jun	19-Jul
24-July	17-May	14-Jun	16-Jun	24-Jun	3-Jul	13-Jul	3-Jul	19-Jul	23-May	27-May	16-Aug
28-Aug	23-Jun	21-Jul	23-Jul	2-Aug	12-Aug	17-Aug	8-Aug	23-Aug	4-Aug	8-Aug	20-Sep
26-Sep	24-Jul	21-Aug	23-Aug	1-Sep	11-Sep	15-Sep	6-Sep	21-Sep	1-Sep	5-Sep	18-Oct
23-Oct	18-Aug	15-Sep	17-Sep	27-Sep	7-Oct	12-Oct	3-Oct	18-Oct	29-Sep	3-Oct	15-Nov
27-Nov	21-Sep	19-Oct	21-Oct	31-Oct	9-Nov	15-Nov	7-Nov	22-Nov	3-Nov	7-Nov	20-Dec

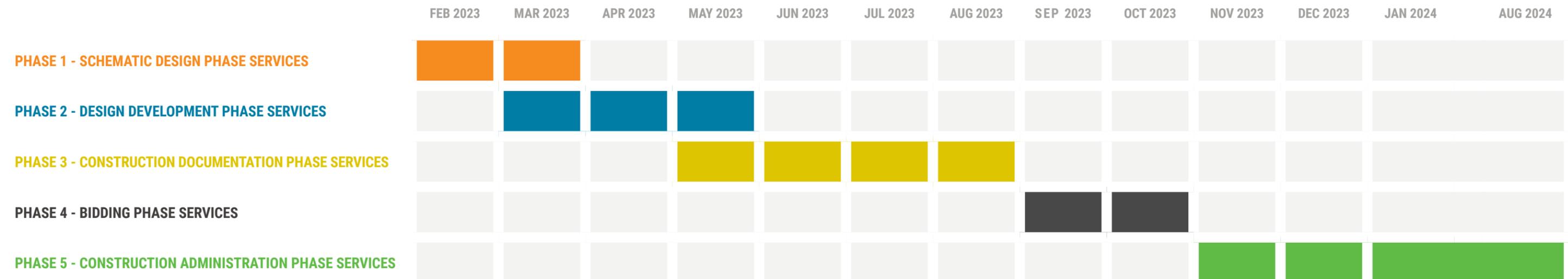
No December Planning Commission Meeting

\*Except when conflicts in schedule occur - See Sept. 26

\*\*Excluding Holidays

Dates falling on Saturday move to previous Friday; Sunday moves to following Monday

# PROJECT SCHEDULE



WATER WORKS PARK

**PROBABLE CONSTRUCTION COST OPINION**

**Preliminary**

The amounts stated herein are our best estimate of probable construction costs based on current information. Because costs are influenced by market conditions, changes in project scope, and other factors beyond our control, we cannot ensure that actual construction costs will equal this cost opinion.

**Water works Park**

Mission, Kansas

20418

11/9/2021

Project Summary		Remarks
Phase 1 - Description	\$ 2,424,446.72	
<b>Total Anticipated Project Cost</b>	<b>\$ 2,424,446.72</b>	

AC = acre (43,560 sf) / ALW = allowance / EA = each / LF = linear foot / LB = pound / LS = lump sum / MSF = 1,000 sf / SF = square foot / SY = square yard / TON = 2,000 pounds

**Site Improvements**

Demolition	Qty	Unit	Unit Cost	Item Total	Remarks
Playground Demolition	1	LS	\$ 5,000.00	\$ 5,000.00	
Asphalt Trail Demolition	1,900	LF	\$ 8.00	\$ 15,200.00	
Shelter Demolition	1	LS	\$ 5,000.00	\$ 5,000.00	
<b>Subtotal</b>				<b>\$ 25,200.00</b>	

Site Amenities	Qty	Unit	Unit Cost	Item Total	Remarks
Concrete Walks	29,261	SF	\$ 9.00	\$ 263,349.00	
Parking Lot (Mill and Overlay & Re-strip)	1	LS	\$ 20,000.00	\$ 20,000.00	+ 8 More Stalls
Concrete Seat Wall	85	LF	\$ 400.00	\$ 34,000.00	
Nodes Signage	5	EA	\$ 4,500.00	\$ 22,500.00	
Nodes Shelter	3	EA	\$ 7,500.00	\$ 22,500.00	
Utilities	1	LS	\$ 35,000.00	\$ 35,000.00	
Grading & Earthwork	1	LS	\$ 25,000.00	\$ 25,000.00	
Entry Sign	1	LS	\$ 30,000.00	\$ 30,000.00	
Playground Equipment	1	LS	\$ 300,000.00	\$ 300,000.00	
Playground Surfacing	1	LS	allowance	\$ 150,000.00	
Shade Sails (Over Playground)	3	EA	\$ 30,000.00	\$ 90,000.00	
Shelter	1	LS	\$ 300,000.00	\$ 300,000.00	
Restroom	1	LS	\$ 250,000.00	\$ 250,000.00	
Bench	4	EA	\$ 3,500.00	\$ 14,000.00	
Lighting (Pedestrian)	16	EA	\$ 2,500.00	\$ 40,000.00	
Trash	4	EA	\$ 2,000.00	\$ 8,000.00	
Covered Picnic Bench pads	2	EA	\$ 7,500.00	\$ 15,000.00	
Water Fountain	1	EA	\$ 5,000.00	\$ 5,000.00	
<b>Subtotal</b>				<b>\$ 1,624,349.00</b>	

Landscape Elements	Qty	Unit	Unit Cost	Item Total	Remarks
Trees	30	EA	\$ 500.00	\$ 15,000.00	
Turf Seed	47,000	SF	\$ 0.15	\$ 7,050.00	
Rain Garden Perennials	530	SY	\$ 125.00	\$ 66,250.00	
<b>Subtotal</b>				<b>\$ 88,300.00</b>	

<b>Subtotal - Project Total</b>			<b>\$ 1,737,849.00</b>	
General Conditions	8%		\$ 139,027.92	
Overhead and Profit	10%		\$ 173,784.90	
Contingency	10%		\$ 173,784.90	
Survey and Geotech			\$40,000-50,000	
Design and Engineering Fees			\$150,000-180,000	



## MEMORANDUM

Date: January 13, 2023  
To: Mayor and City Council  
From: Laura Smith, City Administrator  
Pete Heaven, Spencer Fane  
Bruce Kimmel, Ehlers, Inc.  
Kevin Wempe, Gilmore & Bell, P.C.  
Brian Scott, Deputy City Administrator  
RE: Mission Gateway Project

During the January 18, 2023 City Council meeting Council consideration and action on remaining items associated with the Gateway development project will occur. Following Special City Council meetings on September 28, 2022 and November 21, 2022, action on the Fifth Amended Tax Increment Financing Redevelopment Project Plan, the 2022 Mission Gateway CID petition and the Fourth Amended and Restated Redevelopment Agreement was deferred to January 18 for final action.

In preparation for Council action on January 18, this memo will:

1. Recap the project's history to date, including actions taken in 2022
2. Discuss and review the financing request
3. Outline the terms and conditions of the Fourth Amended and Restated Redevelopment Agreement
4. Summarize the action taken on November 21, 2022
5. Outline the remaining action to be considered on January 18, 2023

Much of the information contained in this memorandum duplicates information provided in previous work sessions and meetings and is shared again here to minimize the need to review previous packets or materials. A separate memo from Mr. Kimmel is included which provides additional details on the status of the Developer's financing. I have highlighted those sections of the memo which have been updated since the November 18, 2022 version provided previously.

### **Background/History**

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 sixteen years ago, the project has undergone

several iterations, reflected in revised plans presented to the Planning Commission and the City Council.

The property is the site of the former Mission Mall. The Planned Mixed Use District “MXD” zoning district is intended to encourage a variety of land uses in closer proximity to one another than would be possible with more conventional zoning. Developments 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 expected to share parking facilities linked to multiple buildings and uses by a pedestrian network that places emphasis on the quality of the pedestrian experience. 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.

Mission’s Comprehensive Plan (both current and the proposed draft) 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 components.

The most recent preliminary development plan for the project was approved by the City Council on January 20, 2016 after a public hearing before the Planning Commission in September 2015. Final development site plan approval was granted by the Planning Commission in March 2017. The 2017 project was originally intended to be constructed in three (3) phases, but the project was modified in 2019 to transition to a single construction phase.

In 2019, financing for the entire project had been finalized and the City was working with the Developer’s team to take a Special Obligation (SO) bond issue to market. At that same time, the Developer went “at-risk” with their own private equity to begin construction of the Cinergy entertainment complex and the parking structure. In late fall 2019, prior to entering the bond market, the Developer’s mezzanine lender withdrew their support from the project, and by the time a replacement lender had been identified, the COVID-19 pandemic had created enough uncertainty in the bond market that the project was halted. Construction did not resume, preventing the project from being completed by the December 31, 2021 deadline in the redevelopment agreement. The City officially terminated the Mission Gateway Third Amended and Restated Redevelopment Agreement on January 5, 2022.

In February 2022, the Developer made a presentation to the City Council which included a revised project plan and some modifications to the incentive tools. A comparison of the project’s physical components between 2017 (amended in 2019), and what is currently proposed is highlighted in the table below:

Project Component	Project Components 2017	Project Components 2022
Retail/commercial (sq. ft.)	195,094	139,752
Residential Units	168	373
Hotel (rooms)	202	202
Office/Medical (sq. ft.)	75,000	100,000
Parking (surface and structured stalls)	1,457	1,457

With respect to the incentive tools, the Developer indicated their desire to:

1. Terminate the existing Tax Increment Financing (TIF) Project Plan and have the Council adopt a new TIF Project Plan for a term of 20 years.
2. Increase the Community Improvement District (CID) sales tax rate from 1% to 2%.

The Developer did not request any changes to the revenue sharing components established in the Third Amended and Restated Redevelopment Agreement, including the TIF sales tax split (55% Developer/45% City) or the split of the Transient Guest Tax revenues (8% Developer/1% City).

During the February presentation, the Governing Body expressed a desire to see an attainable housing component as well as efforts to strengthen sustainability considerations incorporated into the project. And since that time, the City’s team has worked with the Developer to communicate and clarify the Council’s goals, objectives, and concerns regarding the project before calendaring the issue for formal Council consideration.

In June, the Developer submitted a new TIF Redevelopment Project Plan and a new CID Petition, both of which required public hearings under Kansas statutes. On August 17, 2022 the Council passed Resolutions No. 1116 and No. 1117 setting the respective public hearings for 6:30 pm on Wednesday, September 28, 2022 at the Powell Community Center.

As a part of the new submissions, the Developer indicated a desire to return to a two-phased project, as financing had only been secured for Phase I. Phase I components include the multi-family housing units, small shop retail, the Cinergy entertainment complex and the parking garage.

At the September 28, 2022 meeting, the terms of a proposed Redevelopment Agreement were not finalized and updated term sheets from both the primary and mezzanine lenders were still in progress. As a result, the Mayor opened the public hearings, took comments from any member

of the public wishing to speak, and then continued the public hearings and any action on the corresponding items to a Special City Council meeting scheduled for Monday, November 21, 2022 at 6 pm at the Powell Community Center. **At the November 21, Special City Council meeting, the Mayor reopened the public hearings, took additional public comment and formally closed the public hearings.**

### **Review and Evaluation of Financing Request**

When evaluating any request for the use of public incentives, the City employs a team of consultants that includes an independent financial advisor, a land use attorney, and bond counsel. These third-party consultants assist staff and Council in evaluating the project and its financial components to determine whether a recommendation that balances the needs of both the City and the Developer can be achieved. The City takes a comprehensive approach not only to identifying the need for public participation, but also in evaluating the value of various tools requested.

Since the project's inception in 2005, the Developer has identified several unique development challenges and added costs which create a project financing gap. Every iteration of the project has included a request that the City consider using a variety of economic development tools to establish a public-private partnership. In early development agreements, the developer was to receive 100% of all of the incentives, with the City having to wait until the conclusion of the TIF/CID periods to receive direct benefit from the project. With each revision that has occurred, the City has reduced the upfront benefits to the Developer, ensuring that there would be upfront and ongoing incremental new revenues that could be used to fund City services and projects, versus waiting for TIF "tails" (revenue surpluses) and/or for full City tax collections following the 20-year TIF term.

The 2022 request was approached with the same mindset, and similar to previous iterations of the project, the City's team spent time delving into the development budget and operating proforma, TIF and CID projections, and underlying assumptions, to evaluate the project's financial need for City participation.

During a September 14, 2022 work session, Bruce Kimmel, the City's financial advisor, noted that the Developer had requested the following forms of assistance, which were almost identical to the package the City negotiated with the Developer and approved in October 2017.

- If the Council agrees to reset the 20-year clock on the existing Gateway TIF Project Area by approving a new TIF Redevelopment Project Plan, the project will receive 100% of the Project Area's property TIF over the maximum 20-year term. It will be pledged, first for Bond repayment and then to fund / reimburse other TIF-eligible

expenses.

- The project will receive 55% of the City's 1% general sales tax collections within the Gateway project area over the 20-year TIF term. 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 100% of a 2% CID fee over the maximum 22-year term. The plan is for all Phase I CID revenues to be pledged to the repayment of a Phase I Special Obligation (SO) Bond issuance. Similarly, if Phase II Bonds are issued, all Phase II CID revenues would go toward that debt service. If the Bonds are paid off before the 22-year maximum term, remaining revenues would fund / reimburse other CID-eligible expenses through the CID expiration date either through a pay-as-you-go scenario or the repayment of Phase II bonds should they be issued.
- The project will receive 89% of the City transient guest tax collections within the Gateway project area over the same 20-year TIF term as above. 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 project would receive the Industrial Revenue Bond (IRB)-driven sales tax exemption on construction materials, equipment and taxable labor.

In September, Mr. Kimmel noted that the above terms, again largely identical to those negotiated and approved in 2017, also reflect a significant pivot away from the Developer's original proposal and toward an approach with greater benefits and stability for the City. With these considerations in mind, the City determined the following with respect to the Gateway Developer's 2022 proposal and request:

- The Developer demonstrates 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 is on the low end of market expectations for profitability. It is also unlikely that another developer would propose to build this project without tax incentives, even without this Developer's previous investment to recoup.
- 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, say, in years 14 through 20.
- Allocating fixed percentages of the sales and transient guest tax TIF over 20 years will give the Developer an incentive 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

TIF and CID reimbursements for remaining eligible costs.

Ehlers' analysis indicates the City would collect more than \$26 million of incremental property, sales, and transient guest tax revenues from the entire Gateway project (both Phases I and II) during the 20-year TIF and 22-year CID terms – all to be budgeted and used for City purposes. Further, this City revenue estimate does not include the City's allotment of Johnson County's sales tax or City business license and franchise fee revenues stemming Gateway elements. The chart included as Appendix 1 estimates the non-TIF sales tax, transit guest tax, and property tax – as well as the stormwater assessments and utility fees that the City will collect if both Phases I and II are completed in the general timelines anticipated by the Developer.

Since the financing has only been secured for Phase I, Mr. Kimmel also evaluated the estimated City revenues for the first phase only. Those revenues total nearly \$20 million, or approximately 76% of the \$26 million that is projected for the entire TIF / CID Term. The financial benefits to the City for Phase I only are shown in the chart included as Appendix 2 to this memorandum.

If the project is not built, the City could still anticipate \$11.4 million in revenue from the site over the next 20- to 22-years. This is because of existing property taxes, stormwater utility fees, and a special benefit assessment associated with the property. Although technically due to the City, all of these revenue streams are collected through Johnson County via annual tax bills. Should the Developer become delinquent in payment of these taxes/fees, the City has no enforcement mechanism, until the County would take formal action, typically after the taxes have been delinquent for a period of three years.

City staff and consultants believe the TIF and CID deal terms described above balance the Developer's need for a financially viable project with the City's need for ongoing and diversified fiscal benefit 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 the redevelopment since 2006.

### **Financing Evaluation/Bank Term Sheets**

Between the September 28, 2022 and November 21, 2022 Special City Council meetings, Mr. Kimmel focused his attention to the status of the Phase I primary and mezzanine construction loans that the Developer expects to obtain from Bank OZK (OZK) and BentallGreenOak (BGO), respectively.

He posed a series of questions to the lenders as follows:

- How they anticipate updating the loan underwriting and term sheets given the increase in benchmark interest rates since the original term sheets were issued in the fourth quarter

of 2021, as well as the potential further increase in Phase I development costs (i.e. above the cushion already budgeted for) and the likelihood that the Phase I TIF/CID Bonds will generate less than the previously budgeted \$22.5 million of project funding.

- Their expected / target timelines for underwriting new term sheets, reaching final loan approvals and commitments, and then proceeding to closing and funding milestones.
- Any thoughts on how their respective conditions to close might change from the draft term sheets dated in late 2021.

The Developer has obtained updated loan term sheets from OZK and BGO, and reports that it is negotiating several aspects of each agreement with the respective banks. The negotiations with the lenders are progressing sufficiently to narrow the focus on the remaining equity that will need to be secured by the Developer. The Developer indicated that following their receipt of the revised BGO term sheet they were already engaging with potential equity investors, but had not secured anything in writing.

With the increased equity gap, Mr. Kimmel was not in a position to be able to share a definitive recommendation or evaluation with the Council at the November 21, 2022 meeting, and as a result, discussion of the TIF Project Plan, CID Petition and the Redevelopment Agreement ensued with but action was deferred to the January 18, 2023 City Council meeting. Mr. Kimmel expressed his belief that deferring action on the remaining items would provide the Developer sufficient time to secure Letters of Interest (LOIs) from potential equity investors to satisfy the Council's concerns.

Included in this packet is a separate memo from Mr. Kimmel providing a financing status update to help inform the Council's decisions regarding the remaining action items on the January 18, 2023 City Council Agenda. Mr. Kimmel's memo provides additional detail, but concludes that in Ehlers' opinion, the "Developer has provided details on its Phase I development budget, funding plan and operating proforma to a degree sufficient to warrant Council consideration and action," on the TIF and CID ordinances and the Redevelopment Agreement, as "the Developer has demonstrated a Phase I funding stack that it has the capacity, existing and prospective partners, and motivation," to move forward with the project.

### **Redevelopment Agreement Terms and Conditions**

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. To

date, the deal terms, based on Council direction provided to the City's consultant team are included below. Several of the terms apply to both Phase I and Phase II (or any other future phases) of the project and are noted as such.

- 100% of Property Tax TIF revenues to Developer (all project phases)
- 45/55% split of TIF Sales Tax revenues between City/Developer (all project phases)
- 1%/8% split of Transient Guest Tax revenues between City/Developer (applicable to hotel only, and Developer's portion capped at 8%)
- Commitment to maintain 10% of total residential units as attainable housing at 60% of AMI for the 20-year TIF term
- Commitment to achieve and maintain Green Globes certification for Cinergy, the office building and the hotel (One Globe), and to obtain National Green Building Systems certification at the bronze level for the residential and small shop retail components of the project.

Recognizing the importance of attainable housing and sustainability for this Governing Body, the Developer, by incorporating the requirements for each outlined above, has actually redirected project revenues that might have been available to them to these City requirements.

Additionally, the Council expressed a desire for the Developer to escrow \$3 million for Phase I of the project to provide protections for the City not previously included in previous Redevelopment Agreements. The City Team and the Developer have tried to be creative in meeting the Council's stated goals without unnecessarily burdening the project or jeopardizing the tax-exempt status of the bonds. The Fourth Amended and Restated Redevelopment Agreement provides the following in response to the request for \$3 million of escrowed funds:

- The Developer will fund \$2 million to a tax escrow account at the time of bond / loan closing. Real estate taxes and special assessments would be paid from the escrow as they become due in the initial construction period. The tax escrow ensures that for at least such time as the Cinergy building is complete, there would be no lapse in receipt of taxes or the special assessment. The developer plans to fund taxes/fees after the first two years with revenues generated by Cinergy, thus eliminating the need for the escrow account. While the taxes, stormwater fees and special assessment are existing liabilities for the Developer, and owed to the City, collection and enforcement is controlled by Johnson County. The taxes could be allowed to remain delinquent for a period of up to three (3) years before the County would initiate any type of collection action. The pre-funded tax escrow eliminates the risk of delinquent tax bills over at least the next two years, avoiding placing an unnecessary burden on existing Mission taxpayers.
- The Developer will fund a separate escrow with \$1,000,000 at the time of bond / loan closing. This escrow represents a portion of the overall Developer's fees anticipated to be earned/paid during Phase I and would be released in equal quarters to the Developer

as the four specific components of Phase I timely receive a temporary certificate of occupancy (TCO). The first release of any of the escrowed funds would not be anticipated until approximately twenty-four (24) months following the commencement of construction. The balance of the escrow would be forfeited to the City in the event the milestones are not met, leaving all or a portion of Phase I incomplete.

The purpose of the escrowed funds is to protect the City's financial interests (receipt of tax payments) and to incentivize the Developer to complete Phase I in a timely fashion. The City Team believes this recommended structure provides important benefits and protections for the City and its taxpayers.

It should be noted that there is no mechanism which will definitively guarantee construction of the project. The City Council must review, evaluate and rely on the best set of tools available to try and bring the project to fruition. The escrowed funds would become available at the time of bond / loan closing. Should the project not proceed to that point, i.e., not get to a bond issuance, there are no funds which would be available to the City.

Since financing is only in place for Phase I of the project, if the TIF and CID incentives are approved, the Redevelopment Agreement specifies that the City will only consider an SO Bond issue sized appropriately to be repaid with project revenues from Phase I. The Redevelopment Agreement also contemplates that should Phase II move forward, those revenues would be used as follows: 1) pay off Phase I bonds; 2) cover debt service on a Phase II bond issuance; and 3) be available on a pay-as-you-go basis to the Developer following retirement of any outstanding bonds.

The current Council may not bind future Council's actions. Application for Phase II TIF bonds would have to be made at a later date. The Fourth Amended and Restated Redevelopment Agreement outlines the general provisions and considerations which would be applied to a future bond issuance.

The Redevelopment Agreement also anticipates a phased distribution of City bond proceeds in concert with the private equity and commercial loan proceeds. Like the previous development agreement, after an initial disbursement of \$7 million, for every \$1.00 of bond proceeds to be distributed \$3.00 of private equity and loan proceeds will be distributed simultaneously.

The Redevelopment Agreement requires that all mechanics liens be satisfied prior to or simultaneously with the distribution of any City bond proceeds.

Finally, the Developer must obtain the City's permission before assigning any interest in the Redevelopment Agreement. This will help to protect the integrity of the process, and to ensure that any future owner or developer has the experience and resources to continue successful

operations.

### **Action Items Approved on November 21, 2022**

As mentioned above, during the November 21, 2022 Special City Council meeting, the public hearings on the TIF Redevelopment Project Plan and Community Improvement District Petition continued from September 28, 2022 were reopened and additional public comment was taken. The hearings were then officially closed. Following the close of the public hearings, the Council took action on two items related to the Gateway development project, summaries of which are included below.

### **Ordinance Adopting a Revised Preliminary Development Plan for the Mission Gateway Project**

The current revised preliminary development plan was approved in 2016 and consisted of 168 apartment units over ground floor, small-shop retail, a 202-room hotel, 173,778 sq ft of retail, 58,516 sq ft of office (3 floors), and a three-level parking garage. The project continued to evolve over the past five years as the retail use has become more clearly defined and market demands changed. A series of amendments to the final development plan have been approved by the Planning Commission since 2016, resulting in the retail component becoming a 90,000 sq ft movie/entertainment venue, inclusion of a 40,000 sq ft food hall, an increase in the office building to five-stories and 103,000 sq ft in floor area, and the addition of a fourth floor/level to the garage.

With the preliminary and final development plan submitted in July 2022, the Developer is now proposing decreasing the size of the food hall to 14,000 sq ft and incorporating it into a new apartment building on the site that would have approximately 200 units. This new apartment building, at the southwest corner of Johnson Drive and Roe Avenue, would bring the overall apartment count to 372 units, an increase of 121%.

An increase in density of residential uses of greater than 5% is considered to be a significant plan change and necessitates a revised preliminary development plan be heard by both the Planning Commission and City Council (Section 440.175 (A) of the Mission Municipal Code).

A special Planning Commission meeting was held on Tuesday, October 18, 2022 to consider Case #22-27 a revised preliminary and final development plan for the Mission Gateway development project. A public hearing was held at this meeting, during which the Developer and its design team provided an overview of the proposed changes to the project. The staff report and analysis was also presented, and a recommendation given for approval. Two residents spoke, expressing their concerns about the project. Minutes of the October 18 Planning Commission meeting are included in the packet.

After further discussion and consideration, the Planning Commission voted 7-1 (one absent) to recommend approval to the City Council of the revised preliminary and final development plan for the Mission Gateway development project with stipulations.

The Council approved the Planning Commission's recommendation (6-2) to approve the Preliminary Development Plan with stipulations.

### **Ordinance Approving and Authorizing an Omnibus Amendment of Bond Documents for the taxable Industrial Revenue Bonds for the Project**

Under Kansas Statutes, the City is authorized to issue revenue bonds, the proceeds of which may be used for the purpose of paying all or part of the cost of purchasing, acquiring, constructing, reconstructing, improving, equipping, furnishing, repairing, enlarging or remodeling facilities for agricultural, commercial, hospital, industrial, natural resources, recreational development and manufacturing purposes. These bonds are commonly referred to as Industrial Revenue Bonds or IRBs. The IRBs allow for the Developer to secure a sales tax exemption on certain construction materials, supplies and taxable labor.

On October 17, 2018, the City Council passed Ordinance No. 1490 authorizing the issuance of up to \$214,258,2589 of IRBs, and such bonds were issued on October 26, 2018 to assist in financing a commercial facility for Aryeh Realty, LLC, more commonly known as the Mission Gateway project. Aryeh Realty LLC purchased the bonds and is liable to make lease payments to the City to repay such bonds. In connection with the current version of the project, it is necessary to extend the term of the bond documents and maturity of the bonds so that Aryeh Realty LLC can continue obtaining sales tax exemption on its construction materials and furniture, fixtures, and equipment to construct the Mission Gateway project. Such extension will be accomplished through an Omnibus Amendment of the Bond Documents dated on or about December 1, 2022.

The IRBs and the associated interest shall be special, limited obligations of the City payable solely out of the amounts derived by the City under a Lease Agreement. 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 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 or to make any appropriation for their payment.

The current IRB documents expire at the end of 2022 and extending them provided a more efficient and cost effective method to keep this economic development tool in place. If the project does not go forward the sales tax exemption would not be available to the Developer.

The Council approved Ordinance 1561 (7-1) to amend the Bond Documents.

### **Action Items for Consideration on January 18, 2023**

At the November 21, 2022 Special City Council meeting, Mr. Kimmel reported that the Developer had received an updated term sheet from the mezzanine lender, BentallGreenOak (BGO) which reduced the amount of loan proceeds previously anticipated, thereby creating an additional gap in the additional equity required for the project. The Developer had indicated they were in conversation with a number of potential equity partners/investors, but had not yet received formal letters of interest. Mr. Kimmel indicated to the Council that he felt it was reasonable to allow the developer until the January 18, 2023 City Council meeting to secure such letters of interest for review and consideration as the Council prepared to take final action on the remaining items associated with the project. An update on the status of the developer's financing is included in a separate memorandum from Mr. Kimmel included in the packet.

The three remaining items to be acted upon at the January 18, 2023 City Council meeting under "Unfinished Business" are detailed below.

### **Ordinance Approving a new Mission Gateway TIF Redevelopment Project Plan and Terminating the Existing TIF Redevelopment Project Plan.**

On February 8, 2006, the Mission City Council established the physical boundaries of a redevelopment district on the subject property to allow the City to consider the use of Tax Increment Financing (TIF) to finance a portion of the costs for the redevelopment of the Mission Gateway site and since that time there have been several TIF Redevelopment Project Plans approved. The current TIF Redevelopment Project Plan (the Plan) was approved in 2017 and the 20-year TIF clock started on January 1, 2019. The Developer has submitted a Fifth Amended TIF Redevelopment Project Plan for Council consideration which, if approved, will restart the 20-year TIF clock. A copy of the Fifth Amended TIF Redevelopment Project Plan is included in the packet. This is identical to the information provided previously to the Council as a part of the August Committee/Council meeting packets.

#### **TIF Redevelopment Project Plan**

The Fifth Amended TIF Redevelopment Project Plan proposes a mixed-use center consisting of approximately 139,752 sq ft of small shop retail, restaurants, and entertainment space, an approximately 100,000 sq ft office or medical facility, an approximately 202 room hotel, and an approximately 373 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. It is contemplated that the Project will be constructed in two (2) phases:

- Phase 1: Proposed to include: (i) construction of approximately 49,752 sq ft of “small-shop” commercial or restaurant uses; (ii) construction of an approximately 90,000 sq ft entertainment space; (iii) construction of approximately 373 apartment units; (iv) construction of related site work; (v) construction of surface parking sufficient for such uses pursuant to the City’s applicable ordinances; and (vi) construction of a parking garage serving the entirety of the Project.
- Phase 2: Proposed to include: (i) construction of an approximately 202-room hotel and (ii) construction of an approximately 100,000 sq ft office or medical facility.

In accordance with K.S.A. 12-1772(b), upon receipt of a redevelopment project plan, the Planning Commission must review the plan to determine if it is consistent with Mission’s Comprehensive Plan. The Mission Gateway Fifth Amended Redevelopment Project Plan was considered by the Planning Commission on July 25, 2022 and found to be in conformance with Mission’s Comprehensive Land Use Plan.

### Comprehensive Plan

The Comprehensive plan designates the subject property as part of the East Gateway District and as appropriate for mixed-use high-density re-development to include a pedestrian-friendly mix of neighborhood and community office uses, retail-commercial and service-commercial uses institutional, civic, and medium to high density residential uses intermixed through compatible site planning and building design.

According to the Comprehensive Plan, residential uses may be located on upper floors of a building’s business use or may include attached residential structures or apartment/condominium buildings or hotels, commingled in the same structures or nearby to promote diversity and a successful pedestrian environment. Given the proximity of residential uses, all business developments should be well-planned and designed to ensure a high level of compatibility. Non-residential uses are expected to be limited to compact, pedestrian/community-oriented services rather than large-scale or automotive oriented uses. Site designs should include a tight network of streets, wide sidewalks, regular street tree planting, buildings oriented toward the street frontages with close setbacks to the street, and accommodation of on-street parking. Off-street parking is to be located behind non-residential structures and rear or underground garage access is required of residential structures.

As referenced above, the public hearing was opened on September 28, 2022 at 6:30 pm and continued to November 21, 2022 at 6 pm where it was re-opened to provide an opportunity for any additional public input. The Mayor then officially closed the public hearing and deferred action on the ordinance to the January 18, 2023 City Council meeting.

The Council is now ready to take action on an Ordinance terminating the Fourth Amended Tax Increment Financing (TIF) Redevelopment Project Plan and approving the Fifth Amended TIF Redevelopment Project Plan. Approval of the TIF Redevelopment Project Plan ordinance requires a two-thirds majority vote (6 of 9, with Mayor voting) of the Governing Body. The ordinance was prepared by Kevin Wempe of Gilmore & Bell, P.C. the City's Bond Counsel. If approved, the ordinance would be effective upon publication, as the TIF Plan must be in effect prior to issuance of any SO TIF Bonds. Additionally, by not delaying the start of a new 20-year TIF clock, the Developer is incentivized to move as quickly and efficiently through construction of the entire project.

### **Ordinance Establishing the 2022 Mission Gateway Community Improvement District (CID) and Terminating the Existing Mission Gateway CID #3**

Based on the revenues projected on the current version of Gateway project elements, the Developer has indicated a need to terminate the existing Gateway Community Improvement District (CID) and replace it with a new one. The current CID took effect January 2019, encompasses the entire project site and levies an additional 1% CID sales tax on all uses within the district. The new petition for the 2022 Mission Gateway Community Improvement District still contemplates a single district but increases the additional sales tax levy from 1% to 2%. The proposed effective date of the new Community Improvement District is January 1, 2024. As discussed during the September 7, 2022 Committee meeting, Cinergy has provided a letter indicating their support for the project and the use of incentives.

Similar to the TIF Public Hearing, the public hearing on the CID continued from September 28, 2022 at 6:30 pm, was re-opened on November 21, 2022 and public comment accepted. The Mayor then officially closed the public hearing and deferred action on the ordinance to the January 18, 2023 City Council meeting. A simple majority vote of the City Council is required to pass the ordinance. The ordinance was prepared by Mr. Wempe.

### **Resolution Approving the Fourth Amended and Restated Redevelopment Agreement**

As discussed above, 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.

Consideration of the Redevelopment Agreement always occurs last in the list of action items because if the TIF and CID ordinances are not approved, there is no need for the Council to act on this document. During the January 18, 2023 City Council meeting the Council will consider a Resolution which may be adopted by a simple majority vote.

The City's Team has listened to the Governing Body and the community as we've worked with the Developer's team over the last nine months to reach terms which we are comfortable recommending in a public-private partnership for the Mission Gateway project. The top priorities of the City Council are to bring a project to fruition and to continue to protect the financial interests of the City and the taxpayers, and the City Team believes the terms negotiated in the proposed Redevelopment agreement accomplish those objectives.

### **Summary/Next Steps**

Every version of this project has been negotiated and approved by challenging assumptions, evaluating costs, and vetting all information provided by the Developer. This iteration of the project is no different. Because the City does not own the site, and never has, we must remain poised to respond to the Developer's request for consideration of a revised project and any request for incentives.

All members of the City's consultant team will be present to review and answer questions regarding any of the documents and/or actions associated with the Mission Gateway project.

If the Council were to approve the TIF and CID Ordinances and the Redevelopment Agreement, the Developer would immediately begin work to finalize agreements with one or more potential equity investors. The Developer's team as well as the City's would also begin taking the next steps to prepare for the issuance of the Special Obligation bonds, which could be anticipated within 90-120 days of approvals.

Please feel free to contact any member of the City team with questions or comments regarding the project or the process or to schedule a meeting to discuss prior to next Wednesday's meeting.



MISSION GATEWAY REDEVELOPMENT - ESTIMATED CITY REVENUES - PHASE 1 ONLY									Appendix 2		
YEAR	ESTIMATED TAXABLE SALES	Y-O-Y Growth	.375% Street Sales Tax (Sunsets 2032)	.375% Park Sales Tax (Sunsets 2033)	City Portion of County Sales Tax (Variable)(1)	Non-TIF Gen. Sales Tax (0.45% Portion of 1%)	Non-TIF Guest Tax (1% Portion of 9%)	Base Property Taxes (2)	Stormwater Special Assessment	Stormwater Utility Fees	TOTAL REVENUE
1	\$0		\$0	\$0	\$0	\$0	\$0	\$35,000	\$599,595	\$78,288	\$712,883
2	\$21,862,658	n/a	\$81,985	\$81,985	\$0	\$98,382	\$0	\$35,000	\$599,595	\$78,288	\$975,235
3	\$25,142,057	15.00%	\$94,283	\$94,283	\$0	\$113,139	\$0	\$35,000	\$599,595	\$78,288	\$1,014,588
4	\$25,644,898	2.00%	\$96,168	\$96,168	\$0	\$115,402	\$0	\$35,000	\$599,595	\$78,288	\$1,020,622
5	\$26,157,796	2.00%	\$98,092	\$98,092	\$0	\$117,710	\$0	\$35,000	\$599,595	\$78,288	\$1,026,777
6	\$26,680,952	2.00%	\$100,054	\$100,054	\$0	\$120,064	\$0	\$35,000	\$599,595	\$78,288	\$1,033,054
7	\$27,214,571	2.00%	\$102,055	\$102,055	\$0	\$122,466	\$0	\$35,000	\$599,595	\$78,288	\$1,039,458
8	\$27,758,862	2.00%	\$104,096	\$104,096	\$0	\$124,915	\$0	\$35,000	\$599,595	\$78,288	\$1,045,989
9	\$28,314,039	2.00%	\$106,178	\$106,178	\$0	\$127,413	\$0	\$35,000	\$599,595	\$78,288	\$1,052,651
10	\$28,880,320	2.00%	\$108,301	\$108,301	\$0	\$129,961	\$0	\$35,000	\$599,595	\$78,288	\$1,059,447
11	\$29,457,927	2.00%	\$110,467	\$110,467	\$0	\$132,561	\$0	\$35,000	\$599,595	\$78,288	\$1,066,378
12	\$30,047,085	2.00%	\$112,677	\$112,677	\$0	\$135,212	\$0	\$35,000	\$599,595	\$78,288	\$1,073,448
13	\$30,648,027	2.00%	\$114,930	\$114,930	\$0	\$137,916	\$0	\$35,000	\$599,595	\$78,288	\$1,080,659
14	\$31,260,987	2.00%	\$117,229	\$117,229	\$0	\$140,674	\$0	\$35,000	\$599,595	\$78,288	\$1,088,015
15	\$31,886,207	2.00%	\$119,573	\$119,573	\$0	\$143,488	\$0	\$35,000	\$0	\$78,288	\$495,922
16	\$32,523,931	2.00%	\$121,965	\$121,965	\$0	\$146,358	\$0	\$35,000	\$0	\$78,288	\$503,575
17	\$33,174,410	2.00%	\$124,404	\$124,404	\$0	\$149,285	\$0	\$35,000	\$0	\$78,288	\$511,381
18	\$33,837,898	2.00%	\$126,892	\$126,892	\$0	\$152,271	\$0	\$35,000	\$0	\$78,288	\$519,343
19	\$34,514,656	2.00%	\$129,430	\$129,430	\$0	\$155,316	\$0	\$35,000	\$0	\$78,288	\$527,464
20	\$35,204,949	2.00%	\$132,019	\$132,019	\$0	\$158,422	\$0	\$35,000	\$0	\$78,288	\$535,747
21	\$35,909,048	2.00%	\$134,659	\$134,659	\$0	\$359,090	\$0	\$308,778	\$0	\$78,288	\$1,015,475
22	\$36,627,229	2.00%	\$137,352	\$137,352	\$0	\$366,272	\$0	\$308,778	\$0	\$78,288	\$1,028,043
<b>TOTALS</b>			<b>\$2,372,807</b>	<b>\$2,372,807</b>	<b>\$0</b>	<b>\$3,246,318</b>	<b>\$0</b>	<b>\$1,317,557</b>	<b>\$8,394,330</b>	<b>\$1,722,336</b>	<b>\$19,426,154</b>
										<i>NPV @ 5% Discount:</i>	<b>\$12,009,226</b>

## MEMORANDUM

TO: City of Mission, Kansas  
 FROM: Bruce Kimmel, Senior Municipal Advisor  
 DATE: January 13, 2023  
 SUBJECT: Mission Gateway Redevelopment – Project Financing Plan Update

This memo is an update to the Ehlers reports dated September 23 and November 18, 2022 regarding the status of the Phase 1 primary construction and mezzanine loans that the Mission Gateway Developer expects to obtain from Bank OZK (OZK) and BentallGreenOak (BGO).

You may recall that, as of mid-November, OZK had proposed to finance roughly the same amount of Phase 1 project costs as previously (\$66 million, up from \$65.25 million), while BGO had reduced its proposed mezzanine loan amount from \$46 million to \$34 million. This BGO change was due mainly to the fact that both lenders are seeking higher interest rates, and therefore more interest income, consistent with market rate increases that occurred during 2022. Because Phase 1’s estimated net income available for loan principal and income payments has not changed significantly from before, the net result was that the revised OZK loan consumed a larger share of the project’s total loan underwriting capacity, leaving less for BGO to work with in sizing its loan.

In addition, the Developer has increased its estimated Phase 1 budget from \$163.3 million to \$173.8 million, primarily to provide greater cushion in the future bidding of construction materials and labor, and to pay more loan interest during construction. The combination of these three changes (higher OZK, lower BGO, and higher estimated cost) is an \$21.7 million increase in estimated “additional cash equity” – to \$29.5 million. The Developer’s total budgeted Phase 1 debt and equity funding stack, therefore, is as follows:

Construction Loan	\$66,000,000
Mezzanine Debt	34,000,000
TIF Financing	22,500,000
Borrower Equity	51,324,084
Land Equity – Cash	6,656,404
Existing Cash Equity	15,128,754
Additional Cash Equity	29,538,926
<b>TOTAL SOURCES</b>	<b>173,824,084</b>

At its November 21 special meeting, the City Council rescheduled the Gateway TIF, CID, and Development Agreement agenda items to its January 18 meeting. It also directed Ehlers to (a) obtain and review a current Phase 1 development budget and operating proforma, and (b) gather more information on the Developer’s ability and actions to raise from investors and partners the additional equity requirement estimated for Phase 1. The following is a high-level summary of our findings, to provide background context for next Wednesday’s Council meeting.

As was the case with previous 2022 iterations of the Gateway “workbook”, the December 2022 version provided significant detail on all aspects of the Phase 1 apartment, parking, and retail / entertainment elements, as well as working estimates for the Phase 2 hotel and office components. This high level of detail facilitated Ehlers’ analysis to a degree that we did not experience with Gateway prior to the current (2022-2023) round of evaluation and discussion. And looking specifically at the most recent numbers, we did not find any previous or new inputs, calculations, or results that cause us concern as to the reasonableness and/or viability of the Phase 1 projections.

We note that, while the Developer has increased its estimated Phase 1 hard costs (in addition to substantial contingencies already built into the budget), Ehlers has begun to see price stability and even slight reductions in contractor bids for new projects, as compared to estimates. We cannot predict how Phase 1 will fare in this regard but any reductions from the current \$173.8 million budget would reduce the Developer’s net equity requirement.

This is not to downplay the significance of this need, which will reduce the Developer’s anticipated return on investment from what was already a low-market range estimate (i.e. because it will need to share Phase 1 net returns with one or more equity partners). But there is a silver lining of sorts in BGO’s reduced mezzanine loan amount. Having a smaller debt load will increase the Developer’s ability to refinance the outstanding loans at improved terms after Phase 1 is completed and reaches stabilized operating levels – thereby boosting net cashflow and its ability to repay equity.

Ehlers has also received copies of letters of interest from three institutional investors, specific to their potential equity stakes in Gateway Phase 1. One letter does not specify a possible equity amount, another states a \$5 million opportunity, and the third indicates capacity to fund up to \$30 million – as well as a successful funding partnership with GFI dating to 2014. Research on this firm demonstrates its ownership and funding of thousands of multifamily units, including many acquired recently in the Kansas City area. (The letter describes Kansas City as a “core market” for the firm and its investors.)

The Developer has represented that it is also in dialogue with other prospective equity providers, including a group that it is bringing to Mission next week for a site visit. And finally, the Developer continues to plan for its own investment of roughly \$8 million toward the \$29.5 million estimated cash requirement. This is in addition to previous investments well in excess of the \$21.8 million (land equity plus existing cash equity) that OZK and BGO have recognized in their loan underwritings.

These letters of interest are not commitments to invest, and so the Developer still has work ahead of it to finalize its equity partner(s), amount, and terms. That said, Ehlers believes that the letters satisfy the Council direction given in November to evaluate the Developer’s ability to attract investor interest.

We also believe it is unrealistic to expect greater specificity until (a) the Developer has bid more Phase 1 construction costs, and (b) the OZK and BGO loans and Special Obligation TIF / CID Bonds are their respective executions. Because equity is the highest-risk, highest-return layer of the funding stack, it is normal that the Developer will want to commit to only as much participation as it needs to satisfy its lenders that Phase 1 is fully funded. Nevertheless, the City will want to ensure that the Developer continues to solidify the Phase 1 equity funding simultaneous with its advancement toward final OZK and BGO loan approvals and closings and the issuance of TIF/CID Bonds.



In conclusion, Ehlers believes that the Developer has provided details on its Phase 1 development budget, funding plan, and operating proforma to a degree sufficient to warrant Council consideration of the TIF, CID, and Development Agreement items on January 18. As we noted in November, we believe the Agreement promotes and protects the City's interests – especially the affordable housing, sustainability, and performance guarantee elements that are new to this proposal.

And we believe that the current loan term sheets and equity letters of interest, together with the underlying Phase 1 development plan are at a place that warrants City Council consideration of its prospective TIF and CID participation – with the full knowledge that the City will have no obligation to deliver any Special Obligation Bond proceeds until all other funding sources are in place.

I look forward to discussing Ehlers' analysis and answering your questions at next week's Council meeting. Thank you.

<b>City of Mission</b>	Item Number:	8a.
<b>ACTION ITEM SUMMARY</b>	Date:	January 18, 2023
<b>Administration</b>	From:	Laura Smith

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

**RE:** Ordinance Making Findings and Terminating a Fourth Amended Tax Increment Financing Redevelopment Project Plan and Adopting a Fifth Amended Tax Increment Financing Redevelopment Project Plan for the Mission Gateway Project

**RECOMMENDATION:** Approve the Ordinance making findings and terminating a Fourth Amended Tax Increment Financing Redevelopment Project Plan and adopting a Fifth Amended Tax Increment Financing Redevelopment Project Plan for the Mission Gateway Project.

**DETAILS:** On February 8, 2006, the Mission City Council established the physical boundaries of a redevelopment district on the subject property to allow the City to consider the use of Tax Increment Financing (TIF) to finance a portion of the costs for the redevelopment of the Mission Gateway site. Since that time, there have been several TIF Redevelopment Project Plans approved. The current TIF Redevelopment Project Plan (the Fourth Amended TIF Redevelopment Project Plan) was approved in 2017 and the 20-year TIF clock started on January 1, 2019.

On June 1, 2022, the Mission Gateway developer submitted a Fifth Amended TIF Redevelopment Project Plan for Council consideration which, if adopted, would approve such revised project plan and provide for a new 20-year TIF clock. A copy of the Fifth Amended TIF Redevelopment Project Plan is included in the packet.

Fifth Amended TIF Redevelopment Project Plan

The Fifth Amended TIF Redevelopment Project Plan proposes a mixed-use center consisting of approximately 139,752 square feet of small shop retail, restaurants, and entertainment space, an approximately 100,000 square foot office or medical facility, an approximately 202 room hotel, and an approximately 373 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.

The developer has indicated that the intent is to construct the Project in two (2) phases, both of which are included in the Fifth Amended TIF Redevelopment Project Plan. The phases are anticipated to include the following:

Related Statute/City Ordinance:	K.S.A. 12-1770, et seq.
Line Item Code/Description:	NA
Available Budget:	NA

<b>City of Mission</b>	Item Number:	8a.
<b>ACTION ITEM SUMMARY</b>	Date:	January 18, 2023
<b>Administration</b>	From:	Laura Smith

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

- Phase 1: Proposed to include: (i) construction of approximately 49,752 square feet of “small-shop” commercial or restaurant uses; (ii) construction of an approximately 90,000 square foot entertainment space; (iii) construction of approximately 373 apartment units; (iv) construction of related site work; (v) construction of surface parking sufficient for such uses pursuant to the City’s applicable ordinances; and (vi) construction of a parking garage serving the entirety of the Project.
- Phase 2: Proposed to include: (i) construction of an approximately 202-room hotel and (ii) construction of an approximately 100,000 square foot office or medical facility.

In accordance with K.S.A. 12-1772(b), upon receipt of a redevelopment project plan, the Planning Commission must review the plan to determine if it is consistent with Mission’s Comprehensive Plan. The Mission Gateway Fifth Amended Redevelopment Project Plan was considered by the Planning Commission on July 25, 2022 and found to be in conformance with Mission’s Comprehensive Land Use Plan.

### Comprehensive Plan

The Comprehensive plan designates the subject property as part of the East Gateway District and as appropriate for mixed-use high-density re-development to include a pedestrian-friendly mix of neighborhood and community office uses, retail-commercial and service-commercial uses institutional, civic, and medium to high density residential uses intermixed through compatible site planning and building design.

According to the Comprehensive Plan, residential uses may be located on upper floors of a building’s business use or may include attached residential structures or apartment/condominium buildings or hotels, commingled in the same structures or nearby to promote diversity and a successful pedestrian environment. Given the proximity of residential uses, all business developments should be well-planned and designed to ensure a high level of compatibility. Non-residential uses are expected to be limited to compact, pedestrian/community-oriented services rather than large-scale or automotive oriented uses. Site designs should include a tight network of streets, wide sidewalks, regular street tree planting, buildings oriented toward the street frontages with close setbacks to the street, and accommodation of on-street parking. Off-street parking is to

Related Statute/City Ordinance:	K.S.A. 12-1770, et seq.
Line Item Code/Description:	NA
Available Budget:	NA

<b>City of Mission</b>	Item Number:	8a.
<b>ACTION ITEM SUMMARY</b>	Date:	January 18, 2023
<b>Administration</b>	From:	Laura Smith

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

be located behind non-residential structures and rear or underground garage access is required of residential structures.

In addition to the requirement for the Planning Commission to find the plan in conformance with the Comprehensive Land Use Plan, the City Council must also conduct a public hearing within certain statutorily specified timelines. On August 17, 2022, the City Council passed Resolution 1116 calling a public hearing on the Fifth Amended Tax Increment Financing Redevelopment Project Plan for 6:30 p.m. on Wednesday, September 28, 2022 at a Special City Council meeting to be held at the Powell Community Center. The public hearing was opened on September 28, 2022, but since the terms of a proposed Redevelopment Agreement were not finalized in time for the September 28th Special City Council meeting, the Mayor took comments from members of the public wishing to speak on the topic, and then continued the public hearing and any action on the corresponding ordinance to a Special City Council meeting scheduled for Monday, November 21, 2022 at 6 pm at the Powell Community Center.

At the November 21, 2022 Special City Council meeting the Mayor reopened the public hearing, took additional public comment, then officially closed the Public Hearing. Because the City's financial advisor was not able to comment definitively on the status of the Developer's financing, action on the Ordinance was continued to the January 18, 2023 City Council meeting.

A two-thirds majority vote (6 of 9, with Mayor voting) of the Governing Body is required to approve the Fifth Amended Redevelopment Project Plan ordinance. The ordinance was prepared by Kevin Wempe of Gilmore & Bell, P.C. the City's Bond Counsel. If approved, the ordinance would be effective upon publication, as the TIF plan must be in effect prior to issuance of any special obligation TIF Bonds.

**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, including attainable housing, sustainability enhancements and upfront and on-going resources available to support other city programs and services, including infrastructure investments.

Related Statute/City Ordinance:	K.S.A. 12-1770, et seq.
Line Item Code/Description:	NA
Available Budget:	NA

<b>City of Mission</b>	Item Number:	8a.
<b>ACTION ITEM SUMMARY</b>	Date:	January 18, 2023
<b>Administration</b>	From:	Laura Smith

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

Related Statute/City Ordinance:	K.S.A. 12-1770, et seq.
Line Item Code/Description:	NA
Available Budget:	NA

(Published in The Legal Record on \_\_\_\_\_, 2023)

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF MISSION, KANSAS MAKING FINDINGS AND TERMINATING A FOURTH AMENDED TAX INCREMENT FINANCING REDEVELOPMENT PROJECT PLAN AND ADOPTING A FIFTH AMENDED TAX INCREMENT FINANCING REDEVELOPMENT PROJECT PLAN 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 (the “Original Redevelopment District”) pursuant to K.S.A. 12-1770 *et seq.* (the “TIF Act”), approved by the City Council (the “Governing Body”) on January 11, 2006 and amended on February 8, 2006, by passage of Ordinance No. 1190 and Ordinance No. 1195, respectively; and

**WHEREAS**, on May 20, 2009, the Governing Body passed Ordinance No. 1299, dividing the Original Redevelopment District into five separate redevelopment project areas, including “Project Area 1;” and

**WHEREAS**, on October 18, 2017, the City approved a Fourth Amended Tax Increment Financing Redevelopment Project Plan (the “Fourth Amended Plan”) for Project Area 1 pursuant to Ordinance No. 1468; and

**WHEREAS**, Ordinance 1468 was published in the official City newspaper on October 31, 2017, and became effective on January 1, 2019; and

**WHEREAS**, on November 18, 2019, the City passed Ordinance No. 1508 dividing the Original Redevelopment District into five separate redevelopment districts pursuant to K.S.A. 12-1771(h), one of such resulting redevelopment districts being Rock Creek Redevelopment District No. 1 (Gateway) (the “Redevelopment District”), with the boundaries of such Redevelopment District being coterminous with the boundaries of Project Area 1; and

**WHEREAS**, Aryeh Realty, LLC (“Developer”), the developer of the project contemplated under the Fourth Amended Plan, has represented to the City that such Fourth Amended Plan is no longer desired or feasible, and Developer has abandoned such plan; and

**WHEREAS**, Developer now proposes that the City (i) terminate the Fourth Amended Plan and (ii) adopt the Fifth Amended Tax Increment Financing Redevelopment Project Plan (the “Fifth Amended Plan”) in accordance with the TIF Act; and

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

**WHEREAS**, a public hearing on adoption of the Fifth Amended Redevelopment Project Plan was opened on September 28, 2022, and continued to and closed on November 21, 2022.

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

**Section 1.** The Governing Body hereby finds that the TIF Act does not address outright termination of a redevelopment project plan, and that termination of a redevelopment project plan does not conflict with any provisions of the TIF Act. The Governing Body further finds that the Fourth Amended Plan has been abandoned by the Developer and is no longer desired or feasible, and that the Fifth Amended Plan proposes a new redevelopment project consisting of new revenue sources in comparison to the Fourth Amended Plan. The Governing Body, pursuant to its home rule powers under Article 12, Section 5 of the Constitution of the State of Kansas, hereby terminates the Fourth Amended Plan and repeals Ordinance No. 1468.

**Section 2.** The Governing Body hereby adopts the Fifth Amended Plan, which governs redevelopment of the real property in the Redevelopment District. The Redevelopment District and its coterminous project area are legally described on **Exhibit A** and shown on the map attached as **Exhibit B**.

**Section 3.** The Governing Body finds and determines that the Fifth Amended Plan does not require a relocation assistance plan under the Act since no relocation assistance will be provided under the Fifth Amended Plan and finds and determines that all required notice of the public hearing and the Fifth Amended Plan were properly given in accordance with the Act.

**Section 4.** The Mayor, City Administrator, City Clerk and other officials and employees of the City, including the City Attorney and external advisors and consultants, are hereby authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Ordinance.

**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, and (b) its publication once in the official City newspaper.

[Balance of page intentionally left blank]

**PASSED** by the Governing Body on January 18, 2023.

**SIGNED** by the Mayor on January 18, 2023.

(SEAL)

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Solana Flora, Mayor

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Robyn Fulks, City Clerk

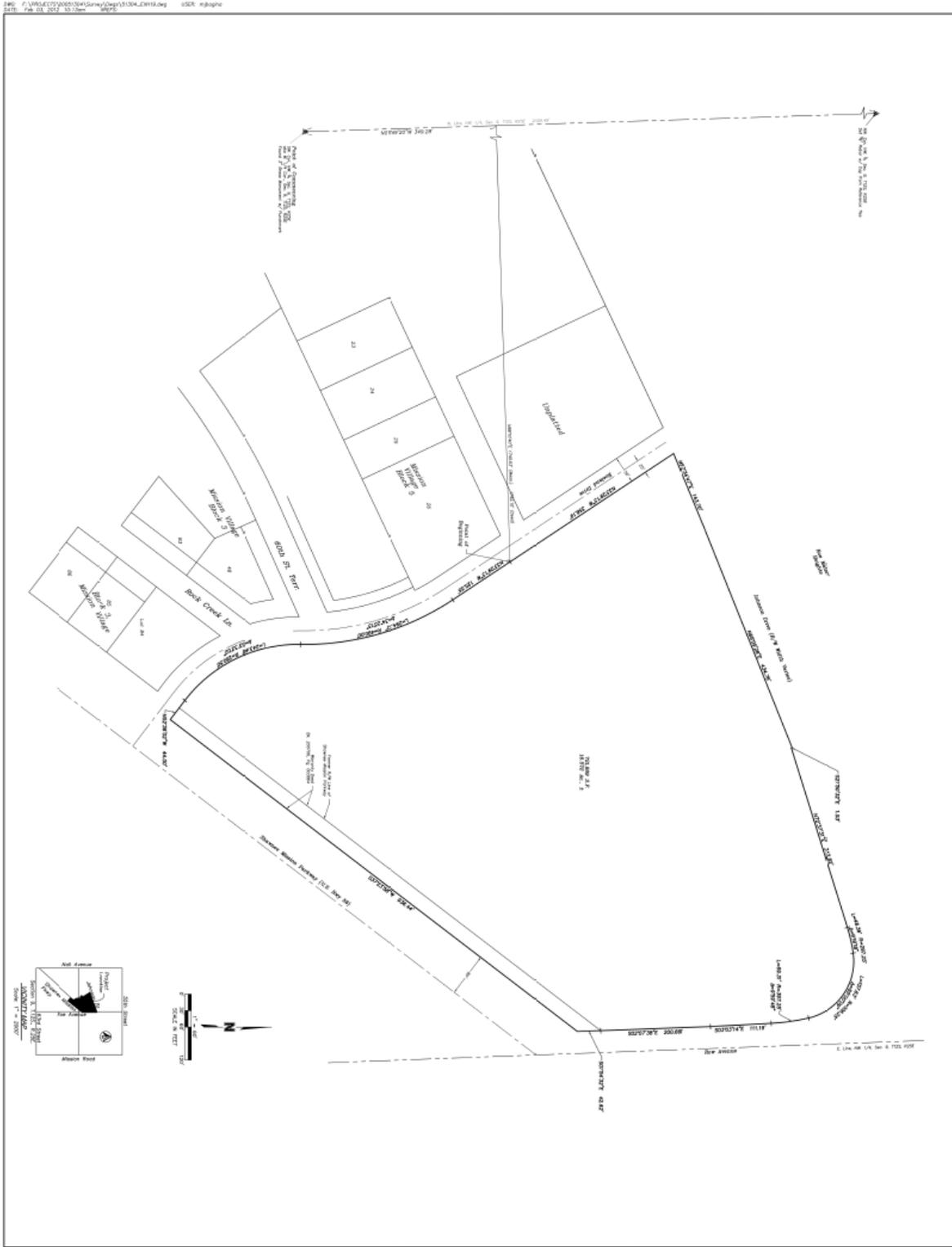
Approved as to form only:

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David K. Martin, City Attorney

# EXHIBIT A

## MAP OF REDEVELOPMENT DISTRICT AND PROJECT AREA



## EXHIBIT B

### LEGAL DESCRIPTION OF THE REDEVELOPMENT DISTRICT AND PROJECT AREA

Lots 2-7, The Gateway Second Plat, a subdivision in the City of Mission, Johnson County, Kansas, a replat of 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 and also including all of the following:

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**

**FIFTH 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 01 2022  
BY: 

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- I. Introduction
- II. Mission Gateway – Fifth Amended Redevelopment Project Plan
  - A) The Property
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  - C) Description of Proposed Project
  - D) Financing Plan
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    - 1) Project Costs
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    - 3) Project Revenues
    - 4) Tax Increment Revenues and Special Obligation Bond Financing
    - 5) Summary of the TIF Revenues and Project Costs
    - 6) City of Mission Meetings and Minutes
    - 7) Impact on Outstanding Special Obligation Bonds
    - 8) Significant Contribution to Economic Development in the City
  - F) Relocation Plan
- III. Conclusion

EXHIBIT LIST

- Exhibit A – Legal Description of the Property
- Exhibit B – Map Exhibit of the Property
- Exhibit C – Ordinance No. 1190, Ordinance No. 1195, and Ordinance No. 1508
- Exhibit D – Detailed Budget
- Exhibit E – TIF Bond Proforma
- Exhibit F – City of Mission Meeting Minutes Regarding this Project Plan

## I. INTRODUCTION

In accordance with the Kansas Tax Increment Financing Act, K.S.A. 12-1770 *et seq.* (the “**Act**”), this Fifth 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 and replacing it with a dense, mixed-use project. It also facilitated an important City-wide goal of making it possible to 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**”) who redesigned the redevelopment project and redevelopment plan. In August 2017, the City approved an amendment to the redevelopment project plan, and the ordinance approving same was effective January 2019. In the first quarter of 2020, as Developer was in the final stages of closing the private and public financing required to fund construction, the COVID-19 global pandemic began impacting the financial markets and Developer’s private and public financings were unable to close. The Developer asserts that the redevelopment project plan that became effective January 2019 has been abandoned because it is no longer desired or feasible.

The Developer now proposes to re-envision the redevelopment plan and submit this Fifth Amended Mission Gateway Tax Increment Financing Redevelopment Project Plan, which proposes a different redevelopment project and revenue sources from previous plans, for the City’s consideration. This Project Plan proposes a mixed-use center consisting of approximately 139,752 square feet of commercial and small shop retail, restaurants and entertainment space, an approximately 100,000 square foot office or medical facility, an approximately 202 room hotel, and approximately 373 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 contribute to the City’s continued revitalization of its economy and progress in the redevelopment of the

East Gateway area of Johnson Drive near the Project site. It is contemplated that the Project will be constructed in two (2) phases:

- **Phase 1:** The first phase of the Project is proposed to include: (i) construction of approximately 49,752 square feet of “small-shop” commercial or restaurant uses; (ii) construction of approximately 90,000 square feet of retail, restaurant, and entertainment space; (iii) construction of approximately 373 apartment units; (iv) construction of related site work; (v) construction of surface parking sufficient for such uses pursuant to the City’s applicable ordinances; and (vi) construction of a parking garage serving the entirety of the Project (collectively referred to herein as “Phase 1”).
- **Phase 2:** The second Phase of the Project is proposed to include: (i) construction of an approximately 202-room hotel and (ii) construction of an approximately 100,000 square foot office or medical facility (collectively referred to herein as “Phase 2”).

This Project Plan is premised on the need for a combination of public and private financing. The redevelopment of the Project has been ongoing for over a decade, and during that time, Developer asserts that it has incurred costs of approximately \$68,394,436 in land acquisition, demolition, predevelopment, and development construction costs in an effort to get the Project off the ground. Developer asserts that 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. The 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 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 passage of Ordinance No. 1190 and Ordinance No. 1195, then further divided into Rock Creek Redevelopment District No. 1 (Gateway) pursuant to Ordinance No. 1508 passed on November 18, 2019 (the “Redevelopment District”). Copies of each ordinance listed above are attached hereto as **Exhibit C**. The approved District Plan under Ordinance No. 1508 designates the Property as the sole project area within the Redevelopment District, providing in pertinent part:

**Rock Creek Redevelopment District No. 1 (Gateway).** A redevelopment district containing one project area consisting of some or all of the following uses: one or more commercial and residential facilities and all related infrastructure improvements including storm water improvements within and around the Rock Creek channel,

streets, sanitary and storm sewers, water lines and all related expenses to redevelop and refinance the redevelopment project and all other associated public and private infrastructure.

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 of approximately 139,752 square feet of commercial and small shop retail, restaurant, and entertainment space, an approximately 100,000 square foot office or medical facility, an approximately 202 room hotel, and approximately 373 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 contribute to the City's continued revitalization of its economy and progress in the redevelopment of the East Gateway area of Johnson Drive near the Project site. It is contemplated that the Project will be constructed in two (2) phases:

- **Phase 1:** Proposed to include: (i) construction of approximately 49,752 square feet of "small-shop" commercial or restaurant uses; (ii) construction of approximately 90,000 square feet of retail, restaurant, and entertainment space; (iii) construction of approximately 373 apartment units; (iv) construction of related site work; (v) construction of surface parking sufficient for such uses pursuant to the City's applicable ordinances; and (vi) construction of a parking garage serving the entirety of the Project.
- **Phase 2:** Proposed to include: (i) construction of an approximately 202-room hotel and (ii) construction of an approximately 100,000 square foot office or medical facility.

Notwithstanding the foregoing, the Developer will only construct Phase 2 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, in the case of Phase 2, not constructed at all. For example, 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. 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, and certain tax increment and CID revenues that may be reimbursed to

Developer on a pay-as-you-go basis upon repayment of such bonds, as further set forth in a development agreement to be entered into between the Developer and City. Any reimbursement for Redevelopment Project costs will be made only from tax increment and CID revenues actually received by the City from the Redevelopment District in accordance with the Act. The City will have no responsibility for any other costs of the Project. Further, the City is under no obligation to provide financial assistance if the tax increment or CID revenues generated from the Project do not meet projections.

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 5.75% interest rate, 130% coverage, and 14% costs of issuance.

As detailed in Section E below, the total estimated cost to complete the Project is approximately \$268,374,547. Financing of this amount shall be provided by (A) eligible TIF financing; (B) eligible CID financing; and (C) costs not financed with the above funding sources will be financed through private equity and debt. The specific terms and conditions of such financing will be further set forth in a development agreement to be entered into between the Developer and City.

**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 retained by the Developer 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 \$268,374,547.<sup>1</sup> 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.

<u>ESTIMATED TOTAL COSTS</u>	
	<u>Total</u>
Land, Demolition & Predevelopment	\$43,098,570
Site Work, Infrastructure & Parking	\$29,852,464
Hard Costs	\$140,613,840
Soft Costs	\$30,740,278
Loan Closing Costs	\$5,791,496
Interest Reserve	\$18,277,899
<b>Total:</b>	<b><u>\$268,374,547</u></b>

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

2. **Eligible Costs.** Pursuant to the Act, only certain costs are eligible for TIF financing and reimbursement. Of the total project costs listed above, Developer estimates that \$66,644,434 (or 24.83%) 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 a portion of the Eligible Redevelopment Project Costs, Developer’s estimates of which are set forth by category and amount below (and noted in further detail in Exhibit D):

**ESTIMATED ELIGIBLE REDEVELOPMENT PROJECT COSTS<sup>2</sup>**

	<u>TIF Eligible</u>	<u>Eligible %</u>
Land, Demolition & Predevelopment	\$14,794,576	34.32%
Site Work, Infrastructure & Parking	\$29,852,464	100.00%
Hard Costs	\$13,036,032	9.27%
Soft Costs	\$2,161,099	17.30%
Loan Closing Costs	\$1,001,929	17.30%
Interest Reserve	\$3,162,077	17.30%
<b>Total:</b>	<b>\$64,008,179</b>	<b>23.85%</b>

3. **Project Revenues**

Gross TIF revenues generated over a period of 20 years, as provided under the Act, are estimated to be \$77,787,830. The estimated TIF revenues presume a 1.5% annual escalation in property taxes and a 2% annual increase in sales revenues. Assuming a 5.75% interest rate, 130% coverage, and 14% costs of issuance, Developer estimates this gross revenue stream could support a net bond issuance of approximately \$27,923,385.

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 established Redevelopment District as of the date the Redevelopment 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 0.02551%.

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<sup>2</sup> This amount is subject to change as actual costs are ascertained and incurred provided the same are eligible under the Act. 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.

- 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 at the time the Redevelopment District was created in 2006 was \$2,532,825, according to the Johnson County Appraiser’s Office. This assessed value serves as the base against which future Project values can be compared in order to determine the amount of *Ad Valorem* Tax Increment Revenues that will be generated by the Project. Upon completion of construction of the Project, it is estimated that the Property will have an assessed value of \$30,708,740, 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 \$61,309,008 over the TIF collection period (supporting estimated net bond proceeds of \$22,075,625, assuming a 5.75% interest rate, 130% 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 annual sales within the Project will be \$36,437,764 during the TIF collection period at completion and stabilization of the entire Project, 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 \$4,543,729 over the TIF collection period (supporting estimated net bond proceeds of \$1,633,831, assuming a 5.75% interest rate, 130% coverage, and 14% costs of issuance).

**C. Transient Guest Tax Captured**

The hotel within the Project is estimated to produce annual room sales of \$6,399,764 during the TIF collection period at completion and stabilization, growing by 3% annually thereafter for the duration of the Project Plan. All such sales will be subject to City’s 9% transient guest tax rate; of which 89% (i.e. an 8% tax rate) will be captured as TIF revenue, and 11% (i.e. a 1% tax rate) will be retained by the City. Over the course of the TIF collection period and assuming completion of the hotel by December 2026, these transient guest tax revenues are estimated to generate \$11,935,093 during the TIF collection period (supporting estimated net bond proceeds of \$4,213,930, assuming a 5.75% interest rate, 130% 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 \$77,787,830 over the course of the 20-year TIF collection period, which produces \$27,923,385 in net bond proceeds, assuming a 5.75% interest rate, 130% 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 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.

Prior to any reimbursement to private entities for Redevelopment Project costs, the Developer shall enter into one or more development agreements with the City identifying the procedure and circumstances under which the City will pay or reimburse Redevelopment Project costs and other requirements of the City pertaining to the development of Project and the Redevelopment District.

**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 Plan 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. There are no outstanding special obligation tax increment bonds for the Redevelopment District and, therefore, the Redevelopment Project costs are not expected to have any effect on outstanding special obligation tax increment bonds payable from revenues described in subsection (a)(1)(D) of K.S.A. 12-1774, as amended.

**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 Gateway target area. In addition, the Project will create viable long-term sales and property tax revenues for the City, as well as employment and commerce. The benefits derived from the Project should 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 20- Year TIF Capture Term</u>
.45% of 1% City Sales Tax	\$192,769	\$3,819,910
.375% Street Sales Tax: *	\$160,641	\$3,409,349
.375% Park Sales Tax:*	\$160,641	\$3,409,349
1% Transient Guest Tax:	\$63,998	\$1,491,887
Business License/Franchise Fees:	\$10,404	\$228,406
Stormwater Debt Repayment:	\$599,596	\$11,991,916
<b>Total:</b>	<b>\$1,188,048</b>	<b>\$24,350,816</b>

**Annual City Financial Benefits After TIF Period:**

	<u>Annual After TIF Period</u>
Annual Sales Tax Revenue:	\$1,077,991
Annual Transient Guest Tax Revenue (9%):	\$952,005
Annual City Property Tax:	\$647,912
Annual City Share of County Sales Tax:	\$15,714
Annual Business License Fees:	\$14,568
<b>Total Annual Revenue After TIF:</b>	<b>\$2,708,190</b>

\* Street and Park Sales Taxes have a maximum 10-year term under State law. Unless renewed by voters, the Street Sales Tax will sunset in April 2032, and the Park Sales Tax will sunset in April 2023. The City anticipates seeking voter approval to extend the Park Sales Tax at the same rate for an additional 10-year term in fall 2022. This table assumes both such sales taxes will be collected for the full TIF collection period.

To put these figures in perspective, at stabilization, it is estimated that the annual revenues generated by the Project (after deducting TIF revenues) will equal approximately 7.80% of the City's entire budget. The revenues at stabilization would also equal approximately 22.34% 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 equal to approximately 15.16% 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):	440
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

Lots 2-7, The Gateway Second Plat, a subdivision in the City of Mission, Johnson County, Kansas, a replat of 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 and also including all of the following:

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 B – MAP EXHIBIT**



**EXHIBIT C – ORDINANCE NO. 1190, ORDINANCE NO. 1195, AND ORDINANCE NO. 1508**

**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.

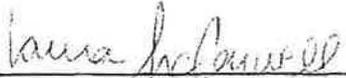
**Section 4.** In accordance with the Act and Resolution 615, a redevelopment district is hereby established in the City encompassing the area described in Section 1 of this Ordinance.

**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.

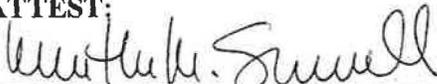
**Section 6.** This Ordinance shall be in full force and effect from and after its passage by the governing body of the City and publication once in the official City newspaper.

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ADOPTED by the City Council of the City of Mission, Kansas on January 11, 2005. *io*

  
\_\_\_\_\_  
Laura L. McConwell, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Martha M. Sumrall, City Clerk

**APPROVED AS TO FORM:**

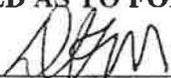
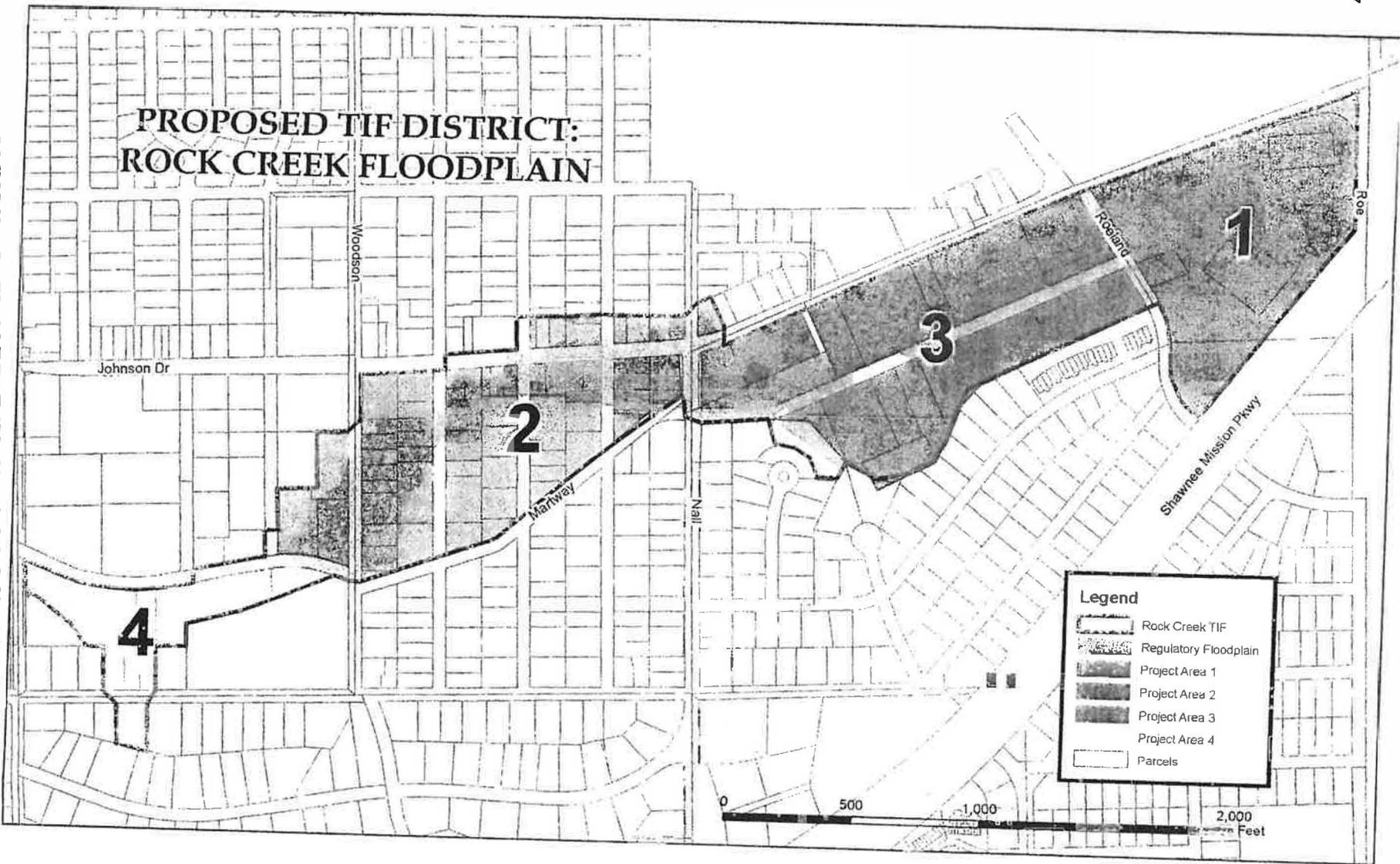
  
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David K. Martin, City Attorney

EXHIBIT A  
MAP OF ROCK CREEK REDEVELOPMENT DISTRICT

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 60<sup>th</sup> Street, as now dedicated; thence Northwesterly, Westerly and Southwesterly, along the centerline of said 60<sup>th</sup> 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 60<sup>th</sup> Street as now established; thence Northwesterly, Westerly and Southwesterly along the centerline of 60<sup>th</sup> Street to the True Point of Beginning, except that part in 60<sup>th</sup> 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 60<sup>th</sup> Street, as now dedicated; thence Northwesterly, Westerly and Southwesterly, along the centerline of said 60<sup>th</sup> 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 60<sup>th</sup> Street, as now dedicated; thence Northwesterly, Westerly and Southwesterly, along the centerline of said 60<sup>th</sup> 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 60<sup>th</sup> Street as now established; thence Northwesterly, Westerly and Southwesterly along the centerline of 60<sup>th</sup> 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 60<sup>th</sup> 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 60<sup>th</sup> 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 60<sup>th</sup> 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 60<sup>th</sup> 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 60<sup>th</sup> 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 60<sup>th</sup> 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 60<sup>th</sup> 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 ¼ of the Northwest ¼ of the Southeast ¼ 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 ¼ of the Northwest ¼ of the Southeast ¼ 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 61<sup>st</sup> 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 Southcasterly 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.

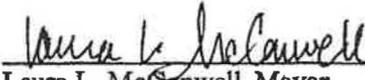
**Section 4.** In accordance with the Act and Resolution 615, a redevelopment district is hereby established in the City encompassing the area described in Section 1 of this Ordinance. The redevelopment district does not contain any property not referenced in Resolution 615 which provided notice of the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

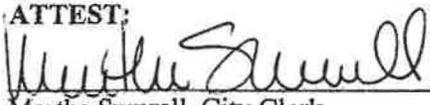
**Section 5.** The Mayor, City Administrator, Finance Director, City Clerk and other officials and employees of the City, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Ordinance.

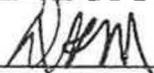
**Section 6.** This Ordinance shall be in full force and effect from and after its passage by the governing body of the City and publication once in the official City newspaper.

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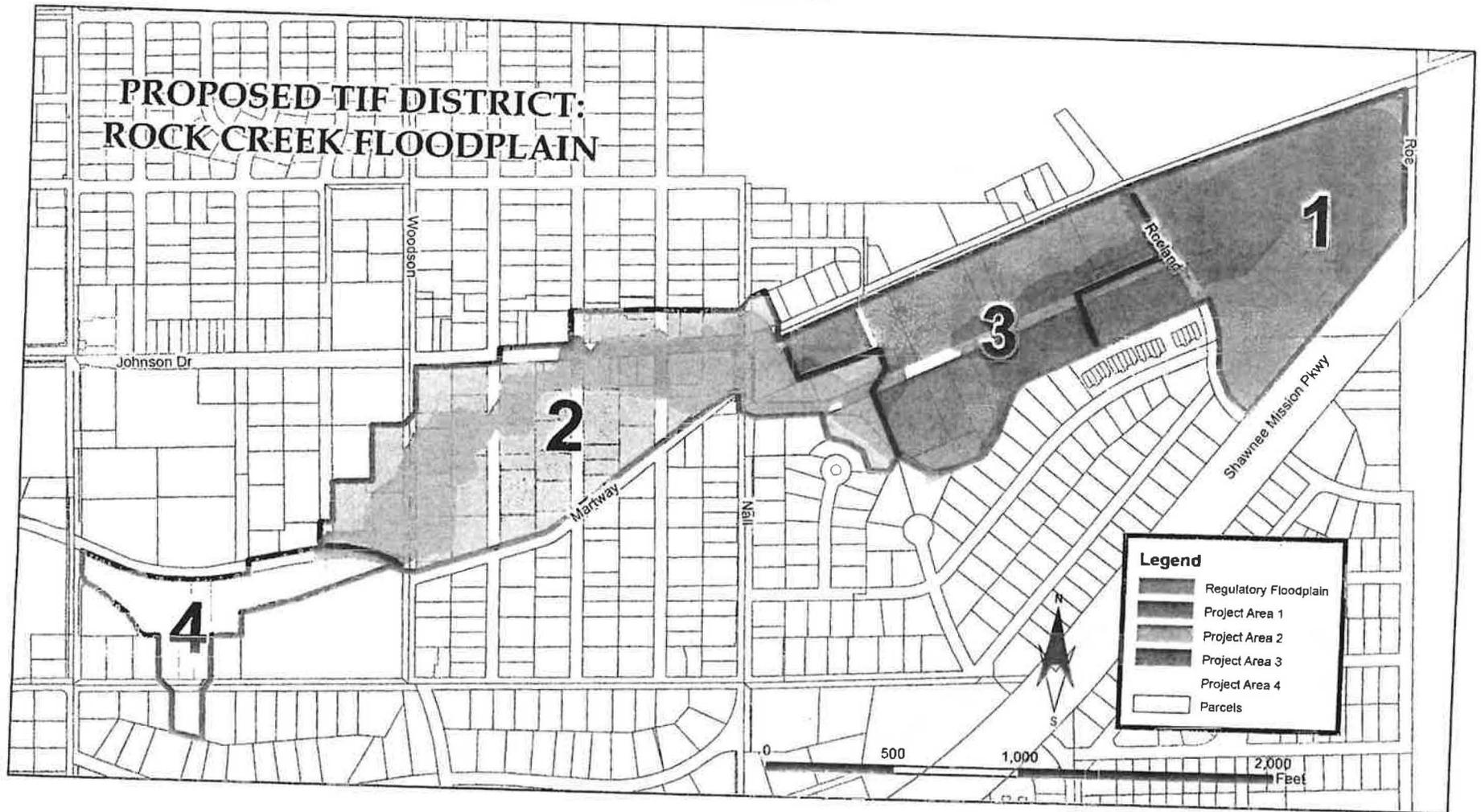
ADOPTED by the City Council of the City of Mission, Kansas on February 8,  
2006.

  
\_\_\_\_\_  
Laura L. McConwell, Mayor

ATTEST:  
  
\_\_\_\_\_  
Martha Sumrall, City Clerk

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
David K. Martin, City Attorney

# EXHIBIT A



**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 60<sup>th</sup> Street, as now dedicated; thence Northwesterly, Westerly and Southwesterly, along the centerline of said 60<sup>th</sup> 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 60<sup>th</sup> Street as now established; thence Northwesterly, Westerly and Southwesterly along the centerline of 60<sup>th</sup> Street to the True Point of Beginning, except that part in 60<sup>th</sup> 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 60<sup>th</sup> Street, as now dedicated; thence Northwesterly, Westerly and Southwesterly, along the centerline of said 60<sup>th</sup> 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 60<sup>th</sup> Street, as now dedicated; thence Northwesterly, Westerly and Southwesterly, along the centerline of said 60<sup>th</sup> 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 60<sup>th</sup> Street as now established; thence Northwesterly, Westerly and Southwesterly along the centerline of 60<sup>th</sup> 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 60<sup>th</sup> 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 60<sup>th</sup> 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 60<sup>th</sup> 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 60<sup>th</sup> 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 60<sup>th</sup> 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 60<sup>th</sup> 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 60<sup>th</sup> 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 ¼ of the Northwest ¼ of the Southeast ¼ 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 ¼ of the Northwest ¼ of the Southeast ¼ 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 61<sup>st</sup> 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 ¼ 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 C

(Published in *The Legal Record* on November 26, 2019

**ORDINANCE NO. 1508**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, KANSAS, MAKING FINDINGS AND DIVIDING THE ROCK CREEK REDEVELOPMENT DISTRICT INTO FIVE REDEVELOPMENT DISTRICTS PURSUANT TO K.S.A. 12-1770 ET SEQ., AND AMENDMENTS THERETO.**

**WHEREAS**, the City of Mission, Kansas (the “City”) created a redevelopment district (the “Redevelopment District”) pursuant to K.S.A. 12-1770 *et seq.*, as amended (the “Act”) and Ordinance No. 1190 passed by the City Council of the City (the “Governing Body”) on January 11, 2006, as amended by Ordinance No. 1195 passed by the Governing Body on February 8, 2006; and

**WHEREAS**, the City is considering the division of the Redevelopment District into five separate redevelopment districts pursuant to K.S.A. 12-1771(h); and

**WHEREAS**, as part of the division of the Redevelopment District, the City desires to adjust the boundary between former Project Area 1 and Project Area 3 to include the property currently occupied by Wendy’s in proposed Rock Creek Redevelopment District No. 3 (Mission Mart and Bowl) as shown on **Exhibit A**.

**WHEREAS**, the Governing Body adopted Resolution No. 1035 on October 16, 2019, establishing this date as the date for the public hearing to consider the division of the Redevelopment District into five (5) redevelopment districts; and

**WHEREAS**, notice of the public hearing was given as required by the Act; and

**WHEREAS**, the public hearing was held and closed on this date; and

**WHEREAS**, the Governing Body hereby finds and determines it to be necessary and advisable to divide the Redevelopment District into five (5) redevelopment districts.

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

**Section 1.** The Governing Body hereby finds that all required notices for the public hearing were disseminated in accordance with the Act.

**Section 2.** The Governing Body affirms its finding that the conservation, development or redevelopment of the Redevelopment District as divided herein is necessary to promote the general and economic welfare of the City.

**Section 3.** The Governing Body hereby finds that it is necessary and desirable to divide the Redevelopment District into five (5) separate redevelopment districts in accordance with K.S.A. 12-1771(h). The redevelopment districts are depicted on the map attached hereto as **Exhibit A** and legally described in **Exhibit B**, and generally described as follows:

**Rock Creek Redevelopment District No. 1 (Gateway).** A redevelopment district containing

one project area consisting of some or all of the following uses: one or more commercial or residential facilities, parking facilities and all related infrastructure improvements, including storm water improvements within and around the Rock Creek channel, streets, sanitary sewers, water lines and all related expenses to redevelop and finance the project.

**Rock Creek Redevelopment District No. 2.** A redevelopment district containing one project area consisting of some or all of the following uses: one or more commercial and residential facilities and all related infrastructure improvements, including storm water improvements within and around the Rock Creek channel, streets, sanitary and storm sewers, water lines and all related expenses to redevelop and refinance the redevelopment project and all other associated public and private infrastructure.

**Rock Creek Redevelopment District No. 2A (Capitol Federal).** A redevelopment district containing one project area consisting of some or all of the following uses: an approximately 3,800 square foot commercial banking building and all related infrastructure improvements, including storm water improvements within and around the Rock Creek channel, streets, sanitary and storm sewers, water lines and all related expenses to redevelop and finance the project and all other associated public and private infrastructure.

**Rock Creek Redevelopment District No. 3 (Mission Mart and Bowl).** A redevelopment district containing one project area consisting of some or all of the following uses: one or more commercial or residential facilities and all related infrastructure improvements, including storm water improvements within and around the Rock Creek channel, streets, sanitary and storm sewers, water lines and all related expenses to redevelop and finance the project and all other associated public and private infrastructure.

**Rock Creek Redevelopment District No. 4.** A redevelopment district containing one project area consisting of some or all of the following uses: one or more commercial and residential facilities and all related infrastructure improvements, including storm water improvements within and around the Rock Creek channel, streets, sanitary and storm sewers, water lines and all related expenses to redevelop and refinance the redevelopment project and all other associated public and private infrastructure.

**Section 4.** The Governing Body hereby finds that the actions contemplated by this Ordinance do not cause a “substantial change” (as defined in the Act) to (a) the Mission Gateway Fourth Amended Tax Increment Financing Redevelopment Project Plan (the “Gateway Plan”) adopted by the Governing Body on October 18, 2017, pursuant to Ordinance No. 1468, or (b) the Redevelopment Project Plan – Capitol Federal Savings Bank Development (the “Capitol Federal Plan”) adopted by the Governing Body on May 20, 2009, pursuant to Ordinance No. 1299.

**Section 5.** The Governing Body hereby finds that the respective feasibility studies prepared for the Gateway Plan and the Capitol Federal Plan presented on this date show that the tax increment revenue related to each respective plan is expected to be sufficient to pay the redevelopment project costs for each respective plan.

**Section 6.** The Mayor, City Administrator, Finance Director, City Clerk and other officials and employees of the City, including the City Attorney, and Gilmore & Bell, P.C., Bond Counsel to 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 7.** This Ordinance shall take effect and be in force from and after its passage and publication as provided by law.

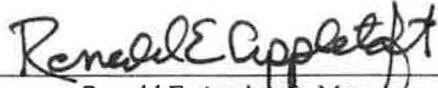
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**Section 8.** This Ordinance shall take effect and be in force from and after its passage and publication as provided by law.

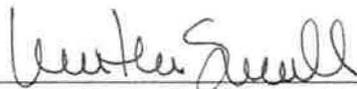
**ADOPTED** by the Governing Body this November 18, 2019.

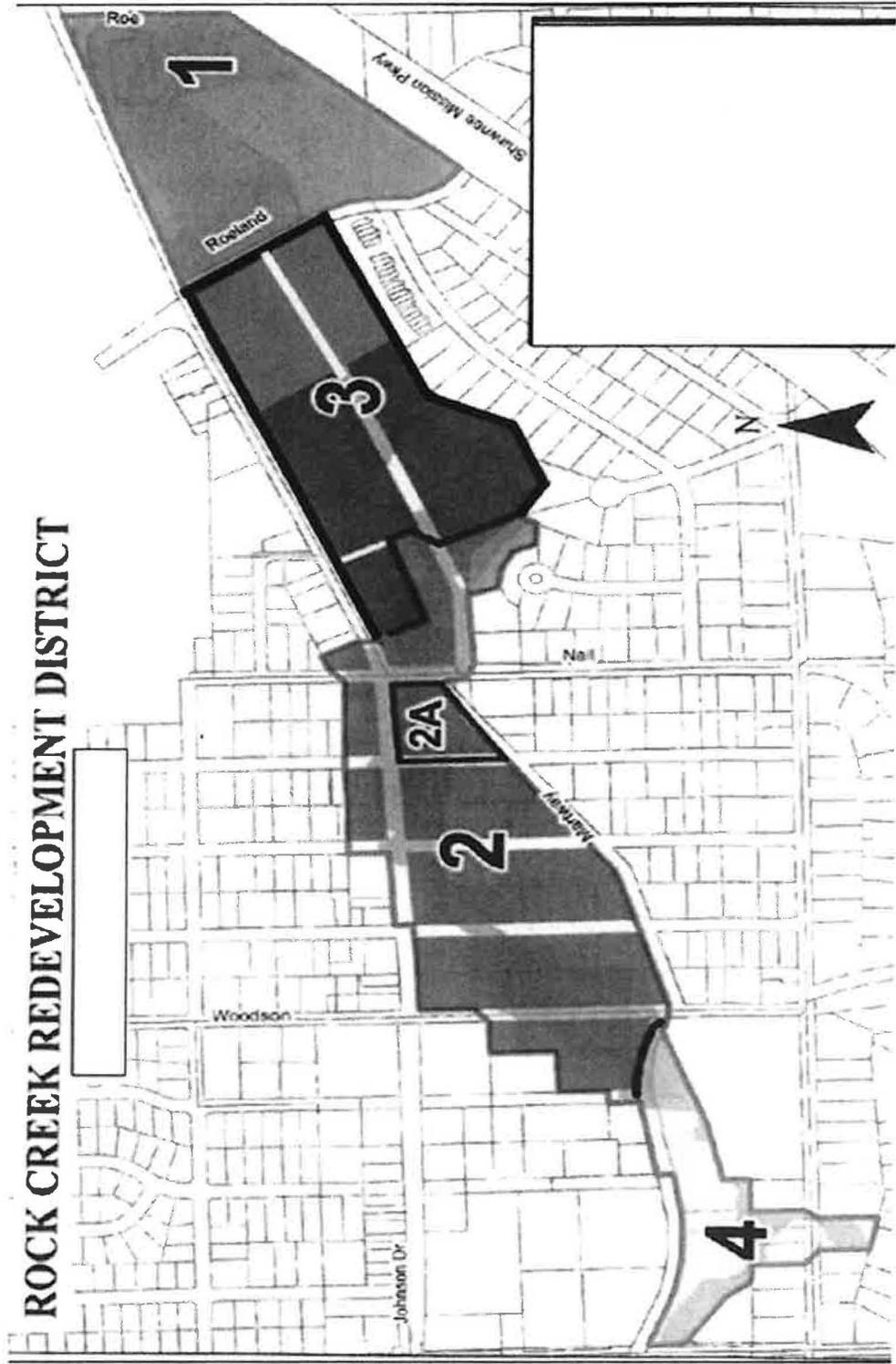
**SIGNED** by the Mayor this November 18, 2019.

(SEAL)

  
\_\_\_\_\_  
Ronald E. Appletoft, Mayor

ATTEST:

  
\_\_\_\_\_  
Martha Sumrall, City Clerk



**ROCK CREEK REDEVELOPMENT DISTRICT**

MAP OF REDEVELOPMENT DISTRICTS

EXHIBIT A

**EXHIBIT B**

**LEGAL DESCRIPTIONS OF REDEVELOPMENT DISTRICTS**

[see attached]

**PROJECT AREA 1 – Gateway Site**

Parcel Id.: KP58100000 0001

Legal:

Lot 1, THE GATEWAY FIRST PLAT, a subdivision in the City of Mission, Johnson County, Kansas.

Parcel Id.: KR251209-1005

Legal:

9-12-25 PT SE 1/4 NW 1/4 BG INTRC W RTWY/L ROE & SLY RTWY/L JOHNSON DR S 30' WLY 95.4' TO PT IN S/L JO DR ELY 100' ON S/L JO DR TO PT OF BG ( JOHNSON DR ) .03 ACS M/L MIC-0096B0001 BTAO #864

Parcel Id.: KR251209-1006

Legal:

9-12-25 PT NW 1/4 BEG 76.42' S & 40' W INTRC CTR/L JOHNSON DR & ROE AVE S 517.93' SWLY 7.18' N 202.73' NLY 111.19' NLY 69.33' NWLY ON CURVE 157.63' WLY 48.36' SWLY 342.82' NLY 1.53' NELY ON SLY/L JOHNSON DR 441.24' ELY 94.08' TO BG EX .04 AC PLATTED ( JOHNSON DR & ROE AVE ) .40 ACS M/L MIC 96B 3 BTAO 1458 1

**PROJECT AREA 2a – Capitol Federal Bank Site**

Parcel Id.: KR27500000 0021C

Legal:

MISSIONHILL ACRES BG 15' W NE CR LT 21 E 15' S 152.79' SW TOPT 40' W C/L NALL AVE N TO PT 10' S N/L LT 21 NW TO POB ( NALL AVE )

Parcel Id.: KP06500000 0001

Legal:

Lot 1, CAPITOL FEDERAL FIRST PLAT, a subdivision in the City of Mission, Johnson County, Kansas.

**PROJECT AREA 2 – Nall Ave. to Dearborn St., Between Johnson Drive and Martway Street**

Parcel Id.: KF251208-4040; KF251208-4049; KF251208-4050

Legal:

**TRACT I:**

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.

**Tract II:**

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 III:**

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 IV:**

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 and 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.

Parcel Id.: KP27500000 0020; KP27500000 0042A; and KP27500000 0042B

Legal:

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

Parcel Id.: KP27500000 0081

Legal:

*LEGAL DESCRIPTION-TRACT 1*

*ALL THAT PART OF THE SOUTH 55 FEET OF LOT 80 AND ALL THAT PART OF LOT 81, MISSION HILL 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 139.85 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. THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 11,308 SQUARE FEET, MORE OR LESS.*

Parcel Id.: KP27500000 0082A; KP27500000 0082B; and 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.

Parcel Id.: 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.

Parcel Id.: 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.

Parcel Id.: KP27500000 0099

Legal:

Lot 99, and the South 20 feet Lot 100, MISSIONHILL ACRES, a subdivision in the City of Mission, Johnson County, Kansas.

Parcel Id.: 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.

Parcel Id.: 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 the City of Mission, Johnson County, Kansas, according to the recorded plat thereof.

Parcel Id.: 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.

Parcel Id.: KP27500000 0104A and KP27500000 0104B

Legal:

**Tract 1:**

All of the East 50 feet of the West 75 feet of Lot 104, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas, according to the recorded plat thereof. (Commonly known as 5622 Johnson Drive, Mission, Kansas)

**Tract 2:**

The West 25 feet of Lot 104, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas, according to the recorded plat thereof. (Commonly known as 5636 Johnson Drive, Mission, Kansas)

Parcel Id.: KP27500000 0104C

Legal:

Lot 104, MISSIONHILL ACRES, except the West 75 feet thereof, a subdivision in the City of Mission, Johnson County, Kansas.

Parcel Id.: KP27500000 0144A

Legal:

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 a distance of .78 feet to a point; 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 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.

Parcel Id.: KP27500000 0144B

Legal:

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.

Parcel Id.: KP27500000 0144C

Legal:

Beginning at a point in the North line of Lot 144 in 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 on 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 a 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.

Parcel Id.: KP27500000 0145 and KP27500000 0146

Legal:

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

Parcel Id.: KP27500000 0147

Legal:

Lot 147, MISSIONHILL ACRES, a subdivision in the City of Mission, Johnson County, Kansas.

Parcel Id.: KP27500000 0148

Legal:

Lot 148, MISSIONHILL ACRES, a subdivision in the City of Mission, Johnson County, Kansas.

Parcel Id.: KP27500000 0149

Legal:

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

Parcel Id.: KP27500000 0159

Legal:

Lot 159, MISSIONHILL ACRES, a subdivision in the City of Mission, Johnson County, Kansas.

Parcel Id.: KP27500000 0160

Legal:

Lot 160 and the South half of Lot 161, MISSIONHILL ACRES, a subdivision in the City of Mission, Johnson County, Kansas, according to the recorded plat thereof.

Parcel Id.: KP27500000 0161A

Legal:

The North half of Lot 161, MISSIONHILL ACRES, a subdivision in the City of Mission, Johnson County, Kansas.

Parcel Id.: KP27500000 0162; KP27500000 0163; and KP27500000 0206A; and KP27500000 0206B

Legal:

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

Parcel Id.: 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 Mission Hill 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 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.

Parcel Id.: 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 74.60 feet to a point, thence South along a line that is parallel to and 74.60 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 74.60 feet to the point of beginning.**

Parcel Id.: KP27500000 0205

Legal:

Lot 205, MISSIONHILL ACRES, a subdivision in the City of Mission, Johnson County, Kansas, according to the recorded plat filed in Book 7, Page 20.

Parcel Id.: KP27500000 0207 and 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.

Parcel Id.: KP27500000 0208 and Parcel Id.: KP27500000 0210

Legal:

Lots 208, 209, 210 and 211, MISSIONHILL ACRES, a subdivision in the City of Mission, Johnson County, Kansas.

Parcel Id.: 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 Deed Book 451 at Page 201, MISSIONHILL ACRES, a subdivision in the City of Mission, Johnson County, Kansas.

Parcel Id.: KR27500000 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.

Parcel Id.: 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.

Parcel Id.: KP27500000 0222

Legal:

Lot 222, EXCEPT the South 9 feet thereof, and the South 10 feet of Lot 223, MISSIONHILL ACRES, a subdivision in the City of Mission, Johnson County, Kansas.

Parcel Id.: KP27500000 0223A and KP27500000 0224B

Legal:

MISSIONHILL ACRES, South one-half (S. ½) of Lot 224, and the North one-half (N. ½) of Lot 223, subdivision in the City of Mission, Johnson County, Kansas, according to the recorded plat thereof.

Parcel Id.: 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.

Parcel Id.: KP27500000 0224A

Legal:

The North one-half of Lot 224, MISSIONHILL ACRES, a subdivision in the City of Mission, Johnson County, Kansas.

Parcel Id.: KP27500000 0225A

Legal:

The South half of Lot 225, MISSIONHILL ACRES, a subdivision in the City of Mission, Johnson County, Kansas, according to the recorded plat thereof.

Parcel Id.: 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 North 00 degrees 10 minutes 38 seconds West on the West line of said Lot 226 a distance of 19.74 feet to the Point of Beginning; thence continuing North 00 degrees 10 minutes 38 seconds West on said West line a distance of 100.26 feet; thence North 88 degrees 44 minutes 05 seconds East on the North line of said Lot 226 a distance of 140.68 feet; thence South 00 degrees 04 minutes 44 seconds East on the East line of said Lot 226 a distance of 103.36 feet; thence North 90 degrees 00 minutes 00 seconds West a distance of 140.48 feet to the point of beginning.**

**ACCESS EASEMENT FOR TRACT B:**

**A tract of land for ingress-egress over the South 10.00 feet of the North 1/2 of Lot 225, also the West 20.00 feet of the East 25.00 feet of Lot 225 and the West 20.00 feet of the East 25.00 feet of the South 19.74 feet of Lot 226, all in MISSIONHILL ACRES, a subdivision in the City of Mission, Johnson County, Kansas, being more particularly described as follows:**

**Commencing at the Northwest corner of Lot 225 of said MISSIONHILL ACRES; thence South 00 degrees 10 minutes 38 seconds East on the West line of said Lot 225 a distance of 50.00 feet to the Point of Beginning; thence South 90 degrees 00 minutes 00 seconds East a distance of 115.34 feet; thence North 00 degrees 04 minutes 44 seconds West a distance of 69.74 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 20.00 feet; thence South 00 degrees 04 minutes 44 seconds East a distance of 79.74 feet; thence South 90 degrees 00 minutes 00 seconds West a distance of 135.34 feet to the West line of said Lot 225; thence North 00 degrees 10 minutes 38 seconds West on said West line 10.00 feet to the Point of Beginning.**

Parcel Id.: KP27600000 0001 and KP27600000 0002

Legal:

Lots 1 and 2, Resurvey of Lot 103, MISSIONHILL ACRES, a subdivision in the City of Mission, Johnson County, Kansas.

Parcel Id.: KP27600000 0003

Legal:

Lots 3, Resurvey of Lot 103, MISSIONHILL ACRES, a subdivision in the City of Mission, Johnson County, Kansas.

Parcel Id.: KP35000000 0001

Legal:

Lot 1, MISSION VALE, a subdivision in the City of Mission, Johnson County, Kansas.

Parcel Id.: KP37500004 0001

Legal:

**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.**

Parcel Id.: KP38000000 0001

Legal:

All of Lot 1, MISSION VILLAGE, BLOCK 5, a subdivision in the City of Mission, Johnson County, Kansas

Parcel Id.: KP27500000 0080C

Legal:

*ALL THAT PART OF THE SOUTH 55 FEET OF LOT 80 AND ALL THAT PART OF LOT 81, MISSION HILL 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° 50' 15" W, A DISTANCE OF 138.85 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. THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 11,308 SQUARE FEET, MORE OR LESS.*

Parcel Id.: KR37500004 0001A

Legal:

The West Ten (10) feet of Lot 1, Block 4 Mission Village, a subdivision in the City of Mission, Johnson County, Kansas (Being Tract #40 in Condemnation Action #45522 in District Court of Johnson County, Kansas).

Parcel Id.: KP27500000 0225B

Legal:

*The North 1/2 of Lot 226 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 1/2 of said Lot 226; thence South 90 degrees 00 minutes 00 seconds West a distance of 140.34 feet to the Southwest corner of the North 1/2 of said Lot 226; 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.*

Parcel Id.: KR27500000 0164B

Legal:

**Permanent Right of Way**

All that part of Lot 164, Missionhill Acres, a subdivision lying in the Southeast Quarter of Section 8, Township 12 South, Range 25 East, in the City of Mission, Johnson County, Kansas, described as follows:

COMMENCING at the Northwest corner of the Southeast Quarter of Section 8, Township 12 South, Range 25 East; thence North 88 degrees 01 minutes 42 seconds East along the North line of the Southeast Quarter of said Section 8 a distance of 1676.68 feet to a point on the Northerly prolongation of the East right of way line of Outlook Avenue; thence South 2 degrees 00 minutes 42 seconds East along the East right of way line of Outlook Avenue and said prolongation a distance of 48.93 feet to the POINT OF BEGINNING; thence North 84 degrees 56 minutes 17 seconds East a distance of 140.20 feet to a point; thence South 2 degrees 00 minutes 42 seconds East a distance of 5.34 feet to a point; thence South 85 degrees 55 minutes 04 seconds West a distance of 140.09 feet to a point on the East right of way line of Outlook Avenue; thence North 2 degrees 00 minutes 42 seconds West along the East right of way line of Outlook Avenue a distance of 2.94 feet to the POINT OF BEGINNING and containing 580 Square Feet or 0.013 Acres, more or less.

Parcel Id.: KR27500000 0020A

Legal:

**Permanent Right of Way**

All that part of Lots 20 and 42, Missionhill Acres, a subdivision lying in the Northeast Quarter of Section 8, Township 12 South, Range 25 East, in the City of Mission, Johnson County, Kansas, described as follows:

COMMENCING at the Southwest corner of the Northeast Quarter of Section 8, Township 12 South, Range 25 East; thence North 88 degrees 01 minutes 42 seconds East along the South line of the Northeast Quarter of said Section 8 a distance of 2336.67 feet to a point on the Southerly prolongation of the West line of Lot 42, Missionhill Acres; thence North 1 degree 49 minutes 20 seconds West along the West line of said Lot 42 and said prolongation a distance of 46.80 feet to the POINT OF BEGINNING; thence continuing North 1 degree 49 minutes 20 seconds West along the West line of said Lot 42 a distance of 36.25 feet to a point; thence North 88 degrees 10 minutes 40 seconds East a distance of 6.92 feet to a point; thence South 0 degrees 09 minutes 51 seconds West a distance of 25.13 feet to a point; thence in a Southeasterly direction along a curve to the right whose initial tangent bears North 85 degrees 53 minutes 35 seconds East, having a radius of 51.00 feet, through a central angle of 17 degrees 10 minutes 57 seconds, an arc distance of 15.29 feet to a point of reverse curvature; thence along a curve to the left, having a radius of 49.00 feet, through a central angle of 17 degrees 50 minutes 14 seconds, an arc distance of 15.25 feet to a point; thence North 85 degrees 14 minutes 19 seconds East a distance of 48.29 feet to a point; thence North 82 degrees 03 minutes 36 seconds East a distance of 36.07 feet to a point; thence North 85 degrees 14 minutes 19 seconds East a distance of 73.48 feet to a point; thence South 4 degrees 59 minutes 52 seconds East a distance of 6.98 feet to a point; thence South 84 degrees 56 minutes 11 seconds West a distance of 194.48 feet to the POINT OF BEGINNING and containing 1515 Square Feet or 0.035 Acres, more or less.

**Parcel Id.: KR27500000 0226A**

**Legal:**

**All that part of Lot 226, MISSIONHILL ACRES, a subdivision of land now in the City of Mission, Johnson County, Kansas, more particularly described as follows: Beginning at the Northwest corner of said Lot 226; thence East, along the North line of said Lot 226 to the Northeast corner thereof; thence South, along the East line of said Lot 226, to a point 28 feet South of the Northline thereof; thence Westerly, to a point 79 feet West of the East line and 47 feet South of the North line of said Lot 226; thence Westerly, to a point on the west line of said Lot 226 and 44 feet South of the Northeast corner thereof; thence Northerly, along the West line of said Lot 226, a distance of 44 feet, to the point of beginning.**

**Parcel Id.: KP32400000 0002**

**Legal:**

**Lot 2, MISSION MART, a subdivision in the City of Mission, Johnson County, Kansas.**

**PROJECT AREA 3 – Roeland Drive to Nall Ave., Between Johnson Drive and Martway**

Parcel Id.: KF251209-1011 and KF251209-1014

Legal:

Commencing at the northwest corner of the northwest 1/4 of the Southwest 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 1/4 of the northwest 1/4 of said section; thence deflecting to the right from the last described course 66 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 1/2 of the Northwest 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 1/4 of the Southwest 1/4 of said Section 9; run thence North (this and all subsequent bearings being in relation to the West line of the Southwest 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 181.75 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 1/2 of the Northwest 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 1/4 of the Southwest 1/4

of said Section 9; thence run North (this and all subsequent bearings being in relation to the West line of the Southwest 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 No. 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.

Parcel Id.: KR251209-1018

Legal:

All that part of the South 1/2 of the Northwest 1/4 of Section 9, Township 12, Range 25, in the City of Mission, Johnson County, Kansas, as described as follows:

Commencing at the Northwest corner of the Northwest 1/4 of the Southwest 1/4 of said Section 9; thence North (assumed bearing of due North-South), a distance of 3.70 feet to a point on the West line of the Southwest 1/4 of the Northwest 1/4 of said Section 9; thence North 66° 42' 30" East, a distance of 1386.57 feet, said line being 8 feet South and parallel to the center tangent line of Johnson Drive; thence South 23° 18' 10" East, distance of 21 feet to the Southerly right-of-way line of Johnson Drive, as now established, also being the true point of beginning; thence South 23° 18' 10" East, a distance of 5.68 feet; thence North 69° 33' 35" East, a distance of 122.25 feet; thence North 66° 41' 50" East, a distance of 102.14 feet; thence South 73° 53' 09" East, a distance of 34.42 feet to a point on the Westerly right-of-way line of Roeland Drive as now established; thence North 31° 28' 08" West along said Westerly line, a distance of 9.00 feet; thence North 72° 23' 09" West along the right-of-way line as now established, a distance of 37.78 feet to the Southerly right-of-way line of Johnson Drive as now established; thence South 66° 41' 50" West along said Southerly line, a distance of 221.00 feet to the point of beginning; containing 2,487 square feet more or less.

Parcel Id.: KP38000000 0005 and KP38000000 0006

Legal:

Lots 5 and 6, MISSION VILLAGE, Block 5, a subdivision in the City of Mission, Johnson County, Kansas

Parcel Id.: 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;**

Together with the non-exclusive right appurtenant to and for the benefit of the above described property to use existing and future parking facilities, drive aisles and access drives to the adjacent street created and granted by the Reciprocal License and Building Setback Line Agreement dated May 19, 1971, by and among Mission Mart, Inc., a Kansas corporation, Metropolitan Life Insurance Company, a New York corporation, and Safeway Stores, Incorporated, a Maryland corporation, filed for record September 1, 1971, in the Office of the Register of Deeds in and for Johnson County, Kansas, Register of Deeds No. 889503, and recorded in Book 223 Misc. at Page 208, over, upon and across the following described property in the City of Mission, Johnson County, Kansas, described as follows, to wit;

All that part of the South 1/2 of the Northwest 1/4 of Section 9, Township 12, Range 25, in the City of Mission, Johnson County, Kansas, described as follows:

Commencing at the Northwest corner of the Northwest 1/4 of the Southwest 1/4 of said Section 9; thence North (this and all subsequent bearings being in relation to the West line of the Southwest 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 No. 50; thence North 66 degrees 41 minutes 50 seconds East along said line, 1386.47 feet (Deed-1386.57); 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, 301.82 feet to the Northerly right of way line of Hartway Street as now established; thence North 66 degrees 51 minutes 57 seconds East, along said Northerly right of way line, 389.31 feet to the Westerly right of way line of Roeland Drive, as now established; thence North 31 degrees 32 minutes 08 seconds West, along said Westerly right of way line, 304.90 feet to the Southerly right of way line of said Johnson Drive; thence Southwesterly along said Southerly right of way line, being a curve to the left and having a radius of 4470.0 feet, an initial tangent bearing of South 67 degrees 49 minutes 28 seconds West, an arc distance of 87.88 feet; thence South 66 degrees 41 minutes 50 seconds West, along said Southerly right of way line, 158.12 feet to the point of beginning.

Parcel Id.: KP38000000 0016

Legal:

Lot 16, MISSION VILLAGE BLOCK 5, a subdivision in the City of Mission, Johnson County, Kansas

Parcel Id.: KP38000000 0023B

Legal:

East 10 feet of Lot 23 and the West 50 feet of Lot 24, MISSION VILLAGE BLOCK 5, a subdivision in the City of Mission, Johnson County, Kansas.

Parcel Id.: KP38000000 0024

Legal:

East 50 feet of Lot 24, MISSION VILLAGE BLOCK 5, a subdivision in the City of Mission, Johnson County, Kansas

Parcel Id.: KP38000000 0025

Legal:

Lot 25 except the East 49.1 feet, MISSION VILLAGE BLOCK 5, a subdivision in the City of Mission, Johnson County, Kansas.

Parcel Id.: KP38000000 0025A

Legal:

East 49.1 feet of Lot 25 and all of Lot 26, MISSION VILLAGE BLOCK 5, a subdivision in the City of Mission, Johnson County, Kansas, except the following tract:

**All that part of Lot 26, Block 5, MISSION VILLAGE, a subdivision of land in the City of Mission, Johnson County, Kansas, more particularly described as follows: Beginning at the Northeast corner of said Lot 26; thence S 33° 28' 53" E, along the East line of said Lot 26, a distance of 137.74 feet, to a point of curvature; thence Southerly along the Easterly line of said Lot 26, said line being on a curve to the right having a radius of 440 feet and a central angle of 6° 20' 05", a distance of 48.63 feet, to the Southeast corner thereof; thence S 64° 41' 03" W, along the South line of said Lot 26, a distance of 10.63 feet; thence N 29° 28' 17" W, a distance of 167.95 feet; thence N 72° 55' 50" W, a distance of 12.63 feet; thence S 64° 19' 42" W, a distance of 191.69 feet, to a point on the West line of said Lot 26; thence N 25° 09' 19" W, along the West line of said Lot 26, a distance of 10.50 feet, to the Northwest corner thereof; thence N 64° 50' 41" E, along the North line of said Lot 26, a distance of 200 feet, to the point of beginning. All subject to that part thereof, now dedicated for permanent street right-of-way.**

Parcel Id.: KR38000000 0026A

Legal:

**All that part of Lot 26, Block 5, MISSION VILLAGE, a subdivision of land in the City of Mission, Johnson County, Kansas, more particularly described as follows: Beginning at the Northeast corner of said Lot 26; thence S 33° 28' 53" E, along the East line of said Lot 26, a distance of 137.74 feet, to a point of curvature; thence Southerly along the Easterly line of said Lot 26, said line being on a curve to the right having a radius of 440 feet and a central angle of 6° 20' 05", a distance of 48.63 feet, to the Southeast corner thereof; thence S 64° 41' 03" W, along the South line of said Lot 26, a distance of 10.63 feet; thence N 29° 28' 17" W, a distance of 167.95 feet; thence N 72° 55' 50" W, a distance of 12.63 feet; thence S 64° 19' 42" W, a distance of 191.69 feet, to a point on the West line of said Lot 26; thence N 25° 09' 19" W, along the West line of said Lot 26, a distance of 10.50 feet, to the Northwest corner thereof; thence N 64° 50' 41" E, along the North line of said Lot 26, a distance of 200 feet, to the point of beginning. All subject to that part thereof, now dedicated for permanent street right-of-way.**

**Parcel Id.: KP24950000 0001**

**Legal:**

**Lot 1, MISSION CELL TOWER, a subdivision in the City of Mission, Johnson County, Kansas.**

**Parcel Id.: KP32400000 0001**

**Legal:**

**Lot 1, MISSION MART, a subdivision in the City of Mission, Johnson County, Kansas.**

**Parcel Id.: KP32400000 0003**

**Legal:**

**Lot 3, MISSION MART, a subdivision in the City of Mission, Johnson County, Kansas.**

**Parcel Id.: KP32400000 0004**

**Legal:**

**Lot 4, MISSION MART, a subdivision in the City of Mission, Johnson County, Kansas.**

**PROJECT AREA 4 – between Woodson Road and Lamar Ave., South of Martway Street,  
Generally Following the Rock Creek**

Parcel Id.: KF251208-4033

Legal:

**All that part of the Southwest Quarter of the Northwest Quarter of the Southeast Quarter of Section 8, Township 12 South, Range 25 East, sixth principal meridian, City of Mission, Johnson County, Kansas described as follows; Commencing at the Southwest corner of the Northwest Quarter of the Southeast Quarter of said Section 8; thence North 01 degrees 51 minutes 53 seconds East, along the West line of the Northwest Quarter of the Southeast Quarter of said Section 8, a distance of 200.00 feet; thence South 88 degrees 08 minutes 08 seconds East, a distance of 465.00 feet; thence North 01 degrees 53 minutes 54 seconds East, a distance of 182.63 feet to the point of beginning; thence North 65 degrees 50 minutes 09 seconds West, a distance of 86.59 feet to a point on the Southerly right of way line Martway Street; thence Southeasterly along said right of way on a curve to the left having a radius of 548.98 feet, an initial tangent bearing of South 82 degrees 56 minutes 06 seconds East, a central angle of 08 degrees 22 minutes 18 seconds, a distance of 80.21 feet; thence South 01 degrees 53 minutes 54 seconds West, a distance of 31.44 feet to the point of beginning containing 1,181 square feet or 0.03 acres more or less.**

Parcel Id.: KP20600000 0001

Legal:

Lot 1, MARTWAY OFFICE BUILDINGS, a subdivision in the City of Mission, Johnson County, Kansas.

Parcel Id.: KF251208-4029

Legal:

All of the West 60 feet of the East 245.82 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, in Mission, Johnson County, Kansas, except that part in streets and roads.

Parcel Id.: KF251208-4030

Legal:

All of the West 65 feet of the East 185.82 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, in the City of Mission, Johnson County, Kansas, except that part in roads.

Parcel Id.: 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 61<sup>st</sup> Street now in the City of Mission, Johnson County, Kansas.

Parcel Id.: KF251208-4039

Legal:

The East 75 feet of the West 540 feet of the Northwest Quarter of the Southeast Quarter of Section 8, Township 12, Range 25, in the City of Mission, Johnson County, Kansas, lying South of 60<sup>th</sup> Street, except the South 200 feet thereof.

Parcel Id.: 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 CENTER LINE, 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.**

Parcel Id.: KP07000006 0009

Legal:

Lot 9, Block 6, COUNTRYSIDE, a subdivision in the City of Mission, Johnson County, Kansas, according to the recorded plat thereof.

Parcel Id.: KR251208-4054

Legal:

A TRACT OF LAND FOR PERMANENT RIGHT-OF-WAY PURPOSES LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 12 SOUTH, RANGE 25 EAST, IN MISSION, JOHNSON COUNTY, KANSAS, BEARINGS ARE REFERENCED TO GRID NORTH OF THE KANSAS STATE PLANE COORDINATE SYSTEM, 1983, NORTH ZONE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 8, T12S, R25E, BEING A FOUND DISK IN MONUMENT BOX; THENCE S02°05'18"E ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 831.95 FEET; THENCE N87°54'42"E ALONG A LINE THAT IS PERPENDICULAR TO SAID WEST LINE, A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING; THENCE S56°13'55"W, A DISTANCE OF 17.63 FEET TO A POINT THAT IS 30.00 FEET EAST OF THE WEST LINE OF SAID SOUTHEAST QUARTER, AS MEASURED PERPENDICULAR TO SAID WEST LINE; THENCE N02°05'18"W ALONG A LINE THAT IS PARALLEL WITH AND 30.00 FEET EAST OF SAID WEST LINE OF THE SOUTHEAST QUARTER, A DISTANCE OF 54.98 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MARTWAY DRIVE, AS NOW ESTABLISHED; THENCE S69°19'24"E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 16.27 FEET TO A POINT THAT IS 45.00 FEET EAST OF THE WEST LINE OF SAID SOUTHEAST QUARTER, AS MEASURED PERPENDICULAR TO SAID WEST LINE; THENCE S02°05'18"E ALONG A LINE THAT IS PARALLEL WITH AND 45.00 FEET EAST OF SAID WEST LINE OF THE SOUTHEAST QUARTER, A DISTANCE OF 39.43 FEET TO THE POINT OF BEGINNING.

THE TRACT DESCRIBED ABOVE CONTAINS 708 SQUARE FEET, OR 0.0163 ACRES, MORE OR LESS.

Parcel Id.: KP20600000 0002

Legal:

Lot 2, MARTWAY OFFICE BUILDINGS, a subdivision in the City of Mission, Johnson County, Kansas.

Parcel Id.: KP20600000 0003

Legal:

Lot 3, MARTWAY OFFICE BUILDINGS, a subdivision in the City of Mission, Johnson County, Kansas.

**Parcel Id.: KP20600000 0T0A**

**Legal:**

**Tract A, MARTWAY OFFICE BUILDINGS, a subdivision in the City of Mission, Johnson  
County, Kansas.**

**EXHIBIT D – DETAILED BUDGET**

<b>Project Budget (2021 Update)</b>		
	<b>Development Budget</b>	<b>TIF Eligible Project Costs</b>
<b><u>Land, Demolition &amp; Predevelopment Costs</u></b>		
Property Acquisition	7,550,000	7,550,000
Tenant Buyouts and Relocation	512,568	512,568
Demotion / Earthwork	2,534,838	2,534,838
Architectural / Survey / Site Design	7,420,005	-
Engineering	2,944,401	-
Legal	1,861,125	-
Real Estate Taxes Paid-to-Date	2,428,909	-
Storm Water Assessment Paid-to-Date	4,197,170	4,197,170
Interest on Past Loans	5,244,330	-
Closing Costs / Mortgage Tax on Past Loans	1,962,642	-
Prior Contractor General Conditions / Fees / Other	1,285,255	-
Marketing / Promotions	580,009	-
Miscellaneous 3rd Party Expenses	820,238	-
Developer- General Conditions	548,654	-
Developer- Miscellaneous	485,862	-
Developer- Project Management / Coordination	976,641	-
Developer - Travel / Lodging / Meals	461,140	-
Developer- Meals & Entertainment	20,904	-
Developer - Allocated Overhead	651,550	-
Developer- Other Legacy less Minimum Rents	612,329	-
<b>Total Demolition &amp; Predevelopment Costs</b>	<b>43,098,570</b>	<b>14,794,576</b>
<b><u>Site Work, Infrastructure &amp; Parking</u></b>		
Hard Costs- Parking Garage Spaces	16,162,382	16,162,382
Stormwater Improvements*	6,595,554	6,595,554
Sitework	4,902,267	4,902,267
Offsite	2,192,261	2,192,261
<b>Total Site Work</b>	<b>29,852,464</b>	<b>29,852,464</b>
<b><u>Hard Costs</u></b>		
Hard Costs Retail (Roeland)	3,854,490	346,821
Hard Costs Retail (Johnson)	202,500	18,221
Hard Costs Cinergy / Food Hall Space	18,242,780	1,641,459
Hard Costs Hotel (includes Restaurant & Spa)	23,088,057	2,077,430
Hard Costs Residential	52,013,611	4,680,109
Hard Costs Office	13,736,172	1,235,961

Payment & Performance Bonds	931,838	207,889
Insurance/Builders Risk	2,109,847	453,513
General Contractor Fee	4,706,373	786,551
Tenant Improvements	14,609,785	-
Contingency	7,118,388	1,588,080
<b>Total Hard Costs</b>	<b>140,613,840</b>	<b>13,036,034</b>
<b><u>Soft Costs</u></b>		
Architecture/Engineering Services	6,300,295	1,089,951
Legal	1,343,492	232,424
Platting	-	-
Civil Engineer (includes geo-tech and survey)	540,000	93,420
Testing & Special Inspections	890,946	154,134
Real Estate Taxes (Forward)	567,317	-
Residential Marketing and FF&E	325,000	-
Project Branding & Marketing	452,500	-
Farmers Interest	-	-
Hotel Pre-Opening	200,000	-
Hotel Supplies	-	-
Hotel FFE	5,050,000	-
Hotel Operator Technical Services Fee	75,000	-
Development Fee	5,929,805	-
Project Staffing	1,550,000	-
Residential Staffing	160,000	-
Permit & Fees	861,459	149,032
Accounting (Audit, etc.)	261,712	45,276
Developer Reimbursements	415,053	-
Leasing Commissions	3,523,698	-
Soft Cost Contingency	2,294,000	396,862
<b>Total Soft Costs</b>	<b>30,740,278</b>	<b>2,161,099</b>

<b><u>Financing Costs</u></b>		
Mortgage Broker Fee	522,200	90,341
Origination Fee	1,508,850	261,031
Title Insurance	755,587	130,716
Mortgage Recording Tax	-	-
Legal (Owner and Lender)	2,631,192	455,196
Construction Monitoring	338,667	58,589
3rd Parties	35,000	6,055
Construction Interest Reserve	18,277,899	3,162,077
Bond Payment Reserve	-	-
<b>Total Financing Costs</b>	<b>24,069,395</b>	<b>4,164,005</b>
<b>Total Budget</b>	<b>268,374,548</b>	<b>64,008,179</b>

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

## MISSION GATEWAY - INCENTIVE REVENUE PROJECTIONS

TIF Bond Proceeds: **\$27,923,385**

	Square Footage/Keys	Appraised Value PSF/Key	Appraised Value	Assessed Value	Sales PSF	Room Sales	Food & Beverage	Total Sales
<b>PROJECT COMPONENT</b>								
Small Shop Commercial/Restaurant	49,752	\$ 280	\$ 13,930,560	\$ 3,482,640	\$ 250			\$ 12,438,000
Retail and Entertainment	90,000	\$ 303	\$ 17,100,000	\$ 4,275,000	\$ 180			\$ 16,200,000
Residential	373	\$ 190,000	\$ 70,870,000	\$ 8,150,050				
Hotel	202	\$ 75,000	\$ 15,150,000	\$ 3,787,500		\$ 6,399,764	\$ 1,400,000	\$ 7,799,764
Office	100,000	\$ 150	\$ 15,000,000	\$ 3,750,000				
Parking Structure	292,000	\$ 100	\$ 29,141,600	\$ 7,285,400				
<b>TOTAL:</b>			<b>\$ 161,192,160</b>	<b>\$ 30,730,590</b>		<b>\$ 6,399,764</b>	<b>\$ 1,400,000</b>	<b>\$ 36,437,764</b>
Commercial Assessment:		25%						
Residential Assessment:		11.5%						

Year	Base Assessed Value	Projected Assessed Value	Total Sales Increment	Hotel Room Sales	Real Estate Increment	TIF Sales Tax Revenue	TIF Transient Guest Tax Revenue	Total TIF Revenue
1	\$ 2,532,825	\$ 2,532,825	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	\$ 2,532,825	\$ 18,438,354	\$ 21,862,658	\$ 3,839,858	\$ 1,653,984	\$ 147,921	\$ 307,189	\$ 2,109,093
3	\$ 2,532,825	\$ 29,194,061	\$ 34,615,876	\$ 6,079,776	\$ 2,772,449	\$ 199,218	\$ 486,382	\$ 3,458,048
4	\$ 2,532,825	\$ 30,730,590	\$ 36,437,764	\$ 6,399,764	\$ 2,932,229	\$ 209,703	\$ 511,981	\$ 3,653,913
5	\$ 2,532,825	\$ 31,191,549	\$ 37,166,519	\$ 6,591,757	\$ 2,980,163	\$ 213,897	\$ 527,341	\$ 3,721,401
6	\$ 2,532,825	\$ 31,659,422	\$ 37,909,850	\$ 6,789,510	\$ 3,028,817	\$ 218,175	\$ 543,161	\$ 3,790,152
7	\$ 2,532,825	\$ 32,134,313	\$ 38,668,047	\$ 6,993,195	\$ 3,078,200	\$ 222,538	\$ 559,456	\$ 3,860,194
8	\$ 2,532,825	\$ 32,616,328	\$ 39,441,408	\$ 7,202,991	\$ 3,128,323	\$ 226,989	\$ 576,239	\$ 3,931,552
9	\$ 2,532,825	\$ 33,105,573	\$ 40,230,236	\$ 7,419,080	\$ 3,179,199	\$ 231,529	\$ 593,526	\$ 4,004,254
10	\$ 2,532,825	\$ 33,602,157	\$ 41,034,840	\$ 7,641,653	\$ 3,230,838	\$ 236,160	\$ 611,332	\$ 4,078,330
11	\$ 2,532,825	\$ 34,106,189	\$ 41,855,537	\$ 7,870,902	\$ 3,283,251	\$ 240,883	\$ 629,672	\$ 4,153,806
12	\$ 2,532,825	\$ 34,617,782	\$ 42,692,648	\$ 8,107,030	\$ 3,336,450	\$ 245,700	\$ 648,562	\$ 4,230,713
13	\$ 2,532,825	\$ 35,137,049	\$ 43,546,501	\$ 8,350,240	\$ 3,390,448	\$ 250,614	\$ 668,019	\$ 4,309,082
14	\$ 2,532,825	\$ 35,664,104	\$ 44,417,431	\$ 8,600,748	\$ 3,445,255	\$ 255,627	\$ 688,060	\$ 4,388,942
15	\$ 2,532,825	\$ 36,199,066	\$ 45,305,780	\$ 8,858,770	\$ 3,500,885	\$ 260,739	\$ 708,702	\$ 4,470,326
16	\$ 2,532,825	\$ 36,742,052	\$ 46,211,895	\$ 9,124,533	\$ 3,557,349	\$ 265,954	\$ 729,963	\$ 4,553,266
17	\$ 2,532,825	\$ 37,293,183	\$ 47,136,133	\$ 9,398,269	\$ 3,614,660	\$ 271,273	\$ 751,862	\$ 4,637,795
18	\$ 2,532,825	\$ 37,852,580	\$ 48,078,856	\$ 9,680,217	\$ 3,672,831	\$ 276,699	\$ 774,417	\$ 4,723,947
19	\$ 2,532,825	\$ 38,420,369	\$ 49,040,433	\$ 9,970,624	\$ 3,731,874	\$ 282,233	\$ 797,650	\$ 4,811,756
20	\$ 2,532,825	\$ 38,996,675	\$ 50,021,242	\$ 10,269,742	\$ 3,791,803	\$ 287,877	\$ 821,579	\$ 4,901,259
21	\$ 2,532,825	\$ 39,581,625	\$ 51,021,666	\$ 10,577,835				
22	\$ 2,532,825	\$ 40,175,349	\$ 52,042,100	\$ 10,895,170				
<b>TOTALS</b>					\$ 61,309,008	\$ 4,543,729	\$ 11,935,093	\$ 77,787,830
NET PRESENT VALUE	5.750%				\$ 33,370,131	\$ 2,469,744	\$ 6,369,894	\$ 42,209,769
		Gross Bond Proceeds (NPV of Revenue Divided by DSCR)		130%	\$ 25,669,331	\$ 1,899,803	\$ 4,899,918	\$ 32,469,053
			Less: Bond Issuance	14%	\$ (3,593,706)	\$ (265,972)	\$ (685,989)	\$ (4,545,667)
			Net Bond Proceeds		<b>\$ 22,075,625</b>	<b>\$ 1,633,831</b>	<b>\$ 4,213,930</b>	<b>\$ 27,923,385</b>

Notes:

	Assessed Value	Sales	Mill Levy Rates (2021)	Captured
(1) Percentage Online Year 1:	35%	35%	512 Bond	7.438
(2) Percentage Online Year 2:	60%	60%	512 Sch Gen	20.000
(3) Percentage Online Year 3:	95%	95%	512 Unified	24.229
(4) Percentage Online Year 4:	100%	100%	Comm College	9.110
(5) Annual Increase in sales:		2%	JC CON FR #2	10.775
(6) Annual increase in assessed value:		1.5%	JO CO Library	3.908
(7) TIF Mill Levy Rate:		103.988	JO CO Park	3.096
(8) City Sales Tax Subject to TIF, includes City's share of County sales tax:		0.5755100%	Johnson County	18.564
(9) Transient Guest Tax Rate Subject to TIF:		8%	City of Mission	16.369
(10) Current Base Assessed Value:	\$254,696		Rock CR S Dr	10.499
(11) TIF Base Assessed Value:	\$2,532,825		State	1.500
(12) CID Rate:		2%		0.000
(13) Hotel Room Sales Annual Increase:		3%		
			<b>TOTAL</b>	<b>125.488</b>
				<b>103.988</b>

**EXHIBIT F – CITY OF MISSION MEETING MINUTES REGARDING THIS PROJECT PLAN**

<b>City of Mission</b>	Item Number:	8b.
<b>ACTION ITEM SUMMARY</b>	Date:	January 18, 2023
<b>Administration</b>	From:	Laura Smith

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

**RE:** Ordinance Terminating Mission Gateway Community Improvement District #3 and Authorizing the Creation of the 2022 Mission Gateway Community Improvement District in the City of Mission, Kansas

**RECOMMENDATION:** Approve the Ordinance terminating Mission Gateway Community Improvement District #3 and Authorizing the Creation of the 2022 Mission Gateway Community Improvement District in the City of Mission, Kansas.

**DETAILS:** On June 27, 2022 the Gateway Developer submitted a new Community Improvement District (CID) Petition associated with the current project proposal. The Community Improvement District establishes an additional sales tax to be levied within the boundaries of a specified project area or district.

Based on the revenues projected from the current version of Gateway project elements, the Developer has indicated a need to terminate the existing Gateway Community Improvement District (Mission Gateway CID #3) and replace it with a new one. The current CID took effect January 2019, encompasses the entire project site and levies an additional 1% CID sales tax on all uses within the district.

The new petition for the 2022 Mission Gateway Community Improvement District still contemplates a single district but increases the additional sales tax to be levied from 1% to 2%. The proposed effective date of the new Community Improvement District is January 1, 2024. At the request of the City Council, Cinergy, estimated to be the largest sales tax generator within the district, provided a letter indicating their support for the project and the use of incentives.

In accordance with state statutes, the City Council is required to conduct a public hearing on the Community Improvement District Petition. On August 17, 2022, the City Council passed Resolution 1117 calling a public hearing on the 2022 Mission Gateway Community Improvement District for 6:30 pm on Wednesday, September 28, 2022 at a Special City Council meeting at the Powell Community Center.

Since the terms of a proposed Redevelopment Agreement for the Mission Gateway

Related Statute/City Ordinance:	K.S.A. 12-6a26 <i>et seq</i>
Line Item Code/Description:	NA
Available Budget:	NA

<b>City of Mission</b>	Item Number:	8b.
<b>ACTION ITEM SUMMARY</b>	Date:	January 18, 2023
<b>Administration</b>	From:	Laura Smith

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

Project were not finalized in time for the September 28 Special City Council meeting, the Mayor opened the public hearing on the 2022 Mission Gateway Community Improvement District Petition, took comments from any member of the public wishing to speak on the topic, and then continued the public hearing and any action on the corresponding ordinance to a Special City Council meeting scheduled for Monday, November 21, 2022 at 6 pm at the Powell Community Center. The public hearing will be reopened for any additional public comment, then officially closed. The Council will discuss the CID petition and ordinance but will not take any action at the November 21 meeting.

The ordinance was prepared by Kevin Wempe of Gilmore & Bell, P.C. the City's Bond Counsel. Approval of the ordinance requires a simple majority vote of the City Council. When approved, notice will be provided to the Kansas Department of Revenue to implement the additional sales tax effective January 1, 2024.

**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, including attainable housing, sustainability enhancements and upfront and on-going resources available to support other city programs and services, including infrastructure investments.

Related Statute/City Ordinance:	K.S.A. 12-6a26 <i>et seq</i>
Line Item Code/Description:	NA
Available Budget:	NA

**PETITION FOR THE CREATION OF THE 2022 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 in part 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. The Projects, which shall be subject to prior approval by the City, 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 and approved by the City.

**3. ESTIMATED COST**

The estimated or probable cost of the Projects is \$268,374,548. 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, tax increment financing, and industrial revenue bonds (such industrial revenue bonds to be issued solely to provide a sales tax exemption on construction materials and furniture, fixtures, and equipment). 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 two percent (2.00%) community improvement retail sales tax as authorized by the Act with such sales tax to commence on January 1, 2024 or such other date as shall be approved by ordinance of the City, and to continue for a maximum term of twenty-two (22) years.

**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

Lots 2-7, The Gateway Second Plat, a subdivision in the City of Mission, Johnson County, Kansas, a replat of 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 and also including all of the following:

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>Project Budget (2022 Update)</u>	
	<b>Development Budget</b>
<b><u>Land, Demolition &amp; Predevelopment Costs</u></b>	
Property Acquisition	7,550,000
Tenant Buyouts and Relocation	512,568
Demotion / Earthwork	2,534,838
Architectural / Survey / Site Design	7,420,005
Engineering	2,944,401
Legal	1,861,125
Real Estate Taxes Paid-to-Date	2,428,909
Storm Water Assessment Paid-to-Date	4,197,170
Interest on Past Loans	5,244,330
Closing Costs / Mortgage Tax on Past Loans	1,962,642
Prior Contractor General Conditions / Fees / Other	1,285,255
Marketing / Promotions	580,009
Miscellaneous 3rd Party Expenses	820,238
Developer- General Conditions	548,654
Developer- Miscellaneous	485,862
Developer- Project Management / Coordination	976,641
Developer - Travel / Lodging / Meals	461,140
Developer- Meals & Entertainment	20,904
Developer - Allocated Overhead	651,550
Developer- Other Legacy less Minimum Rents	612,329
<b>Total Demolition &amp; Predevelopment Costs</b>	<b>43,098,570</b>
<b><u>Site Work, Infrastructure &amp; Parking</u></b>	
Hard Costs- Parking Garage Spaces	16,162,382
Stormwater Improvements*	6,595,554
Sitework	4,902,267
Offsite	2,192,261
<b>Total Site Work</b>	<b>29,852,464</b>
<b><u>Hard Costs</u></b>	
Hard Costs Retail (Roeland)	3,854,490
Hard Costs Retail (Johnson)	202,500
Hard Costs Cinergy / Food Hall Space	18,242,780
Hard Costs Hotel (includes Restaurant & Spa)	23,088,057
Hard Costs Residential	52,013,611

Hard Costs Office	13,736,172
Payment & Performance Bonds	931,838
Insurance/Builders Risk	2,109,847
General Contractor Fee	4,706,373
Tenant Improvements	14,609,785
Contingency	7,118,388
<b>Total Hard Costs</b>	<b>140,613,840</b>
<b><u>Soft Costs</u></b>	
Architecture/Engineering Services	6,300,295
Legal	1,343,492
Platting	-
Civil Engineer (includes geo-tech and survey)	540,000
Testing & Special Inspections	890,946
Real Estate Taxes (Forward)	567,317
Residential Marketing and FF&E	325,000
Project Branding & Marketing	452,500
Farmers Interest	-
Hotel Pre-Opening	200,000
Hotel Supplies	-
Hotel FFE	5,050,000
Hotel Operator Technical Services Fee	75,000
Development Fee	5,929,805
Project Staffing	1,550,000
Residential Staffing	160,000
Permit & Fees	861,459
Accounting (Audit, etc.)	261,712
Developer Reimbursements	415,053
Leasing Commissions	3,523,698
Soft Cost Contingency	2,294,000
<b>Total Soft Costs</b>	<b>30,740,278</b>

<b><u>Financing Costs</u></b>	
Mortgage Broker Fee	522,200
Origination Fee	1,508,850
Title Insurance	755,587
Mortgage Recording Tax	-
Legal (Owner and Lender)	2,631,192
Construction Monitoring	338,667
3rd Parties	35,000
Construction Interest Reserve	18,277,899
Bond Payment Reserve	-
<b>Total Financing Costs</b>	<b>24,069,395</b>
<b>Total Budget</b>	<b>268,374,548</b>

(Published in *The Legal Record* on \_\_\_\_\_, 2023)

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE TERMINATING MISSION GATEWAY COMMUNITY IMPROVEMENT DISTRICT #3 AND AUTHORIZING THE CREATION OF THE 2022 MISSION GATEWAY COMMUNITY IMPROVEMENT DISTRICT 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 (a “CID”) 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 “2017 Petition”) was filed with the City Clerk on June 16, 2017, proposing the creation of the Mission Gateway Community Improvement District #3 (“CID #3”) under the Act and the imposition of a community improvement district sales tax in order to pay the costs of projects as described in the 2017 Petition; and

**WHEREAS**, the 2017 Petition was signed by Aryeh Realty, LLC, a Delaware limited liability company (the “Property Owner”); and

**WHEREAS**, the City Council (the “Governing Body”) of the City of Mission, Kansas (the “City”), by passage of Ordinance No. 1469 on October 18, 2017, created CID #3 and levied the CID sales tax as requested in the 2017 Petition; and

**WHEREAS**, the Property Owner has requested the termination of CID #3 and associated CID sales tax and, on July 27, 2022, the Property Owner submitted a new petition (the “2022 Petition”) to the City for the establishment of the 2022 Mission Gateway Community Improvement District (the “2022 CID”) and levy of a CID sales tax in the amount of 2% (the “CID Sales Tax”); and

**WHEREAS**, the 2022 Petition was signed by Property Owner, the owner of record of more than fifty-five percent (55%) of the land area contained in the proposed 2022 CID and more than fifty-five percent (55%) by assessed value of the land area contained within the proposed 2022 CID; 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 CID 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 CID, 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. 1117 on August 17, 2022 (the “Resolution”) directing that a public hearing on the proposed 2022 CID within the City be held on

September 28, 2022, 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 2022 CID on August 19, 2022, and published once each week for two (2) consecutive weeks in *The Legal Record*, the official City newspaper, on September 13, 2022 and September 20, 2022; and

**WHEREAS**, on September 28, 2022, the Governing Body conducted a public hearing on the proposed 2022 CID, and such hearing was continued to and closed on November 21, 2022; and

**WHEREAS**, the Governing Body hereby finds and determines it to be advisable to terminate CID #3, create the proposed 2022 CID 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.

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

**SECTION 1. Termination of CID #3.** The Governing Body finds and determines that based upon the request of the Property Owner that CID #3 is hereby terminated, including the related CID sales tax for CID #3. City officials are hereby directed to take such action and give notice to the Kansas Department of Revenue in connection with such termination.

**SECTION 2. Creation of 2022 Community Improvement District; Boundaries.** The Governing Body hereby finds and determines that it is advisable to create, in accordance with the provisions of the Act, the 2022 CID within the City to be referred to as the 2022 Mission Gateway Community Improvement District. A legal description of the boundaries of the 2022 CID is set forth on Exhibit A, attached hereto and incorporated by reference herein. A map generally outlining the boundaries of the 2022 CID is attached as Exhibit B, attached hereto and incorporated by reference herein.

**SECTION 3. Authorization of CID Projects and Estimated Costs.** The Projects (defined below) are hereby approved as follows:

(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 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 maintaining the 2022 CID, and any other items permitted to be financed within the 2022 CID under the Act and approved by the City (collectively, the "Projects").

(b) The estimated cost of the proposed Projects is \$268,374,548, plus associated financing costs, such as interest, reserves, and any costs associated with the issuance of bonds

**SECTION 4. 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. The CID Sales Tax is hereby imposed at the rate of **2.0%** 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, 2024 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 2022 CID 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 CID special assessments.

**SECTION 5. 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 2022 Mission Gateway Community Improvement District Revenue Fund. Such revenues shall be used to pay the costs of the Projects, including the City's expenses.

**SECTION 6. Effective Date.** This Ordinance shall take effect and be in force from and after (a) its passage by the Governing Body, and (b) its publication once in the official City newspaper.

[Balance of page intentionally left blank]

**PASSED** by the Governing Body on this 18<sup>th</sup> day of January, 2023 and **APPROVED AND SIGNED** by the Mayor.

**CITY OF MISSION, KANSAS**

By: \_\_\_\_\_  
Solana Flora, Mayor

[SEAL]

ATTEST:

\_\_\_\_\_  
Robyn Fulks, City Clerk

Approved as to form only:

\_\_\_\_\_  
David K. Martin, City Attorney

## EXHIBIT A

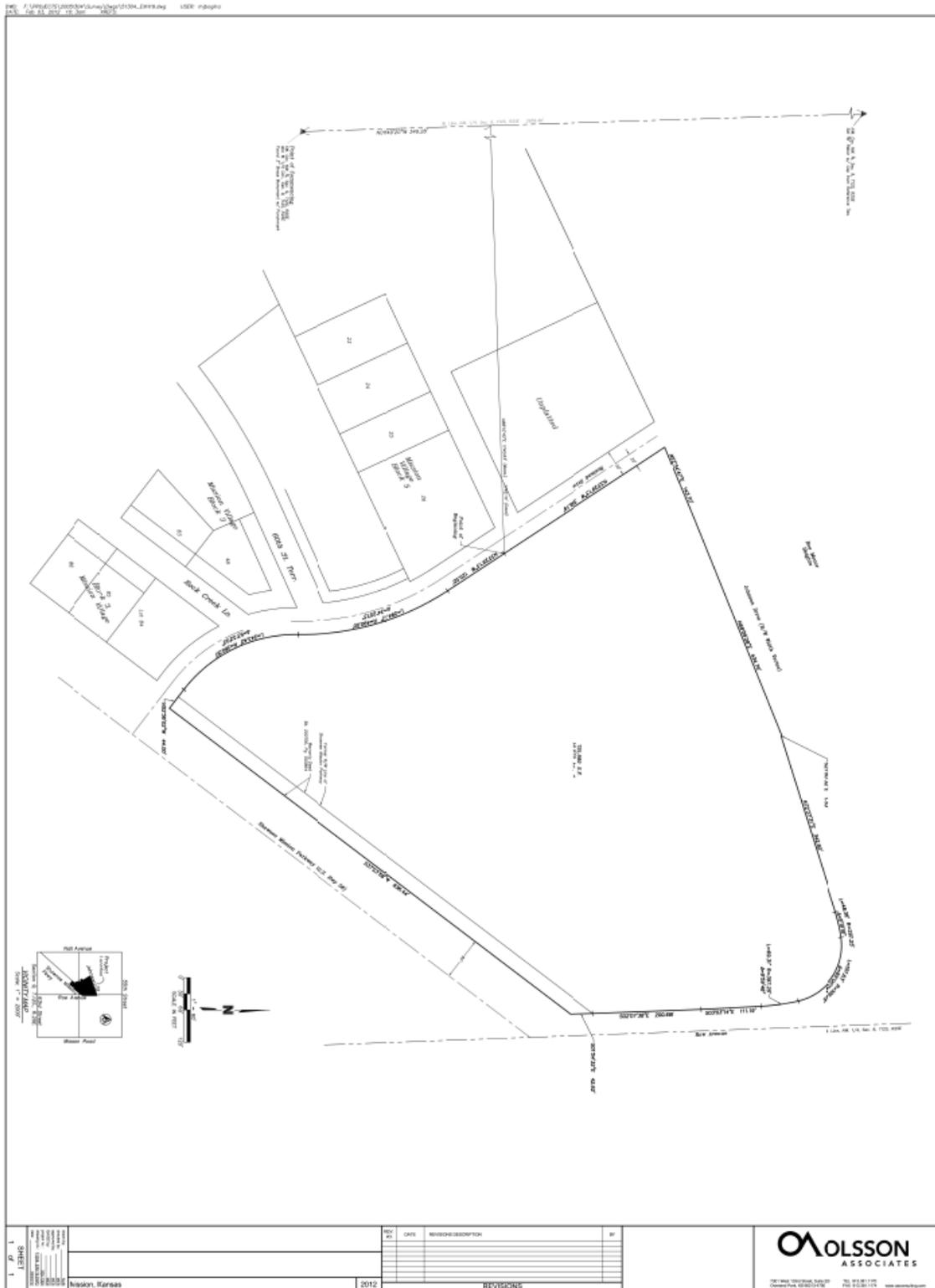
### LEGAL DESCRIPTION OF 2022 MISSION GATEWAY COMMUNITY IMPROVEMENT DISTRICT

Lots 2-7, The Gateway Second Plat, a subdivision in the City of Mission, Johnson County, Kansas, a replat of 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 and also including all of the following:

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 B MAP OF PROPOSED 2022 MISSION GATEWAY COMMUNITY IMPROVEMENT DISTRICT



<b>City of Mission</b>	Item Number:	8c.
<b>ACTION ITEM SUMMARY</b>	Date:	January 18, 2023
<b>Administration</b>	From:	Laura Smith

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

**RE:** Resolution Approving a Fourth Amended and Restated Redevelopment Agreement for the Mission Gateway Project

**RECOMMENDATION:** Adopt the Resolution approving a Fourth Amended and Restated Redevelopment Agreement for the Mission Gateway Project.

**DETAILS:** 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 in a public / private partnership. 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. A copy of the Fourth Amended and Restated Redevelopment Agreement for the Mission Gateway project which reflects the terms currently agreed to by the staff and the developer and being recommended for Council approval is included in the packet.

The City Council will review and discuss the Redevelopment Agreement. The Redevelopment Agreement is approved by the Council via a Resolution which may be adopted by a simple majority vote.

**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, including attainable housing, sustainability enhancements and upfront and on-going resources available to support other city programs and services, including infrastructure investments.

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

**CITY OF MISSION, KANSAS  
RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF MISSION, KANSAS, APPROVING A FOURTH AMENDED AND RESTATED REDEVELOPMENT AGREEMENT FOR THE MISSION GATEWAY PROJECT**

**WHEREAS**, the City of Mission, Kansas and Aryeh Realty, LLC (“Developer”) entered into that certain Third Amended and Restated Redevelopment Agreement for the Mission Gateway Project, dated as of October 18, 2017, as amended (“Agreement”); and

**WHEREAS**, default under the Agreement was declared on January 5, 2022, and the Agreement was terminated by the City; and

**WHEREAS**, the Developer has proposed a new plan of development for the Mission Gateway Development that necessitates a Fourth Amended and Restated Redevelopment Agreement (“Fourth Amended Agreement”); and

**WHEREAS**, on January 18, 2023, at a scheduled meeting and by at least a majority vote of the City Council, the Fourth Amended Agreement was approved.

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

1. That the “Fourth Amended and Restated Redevelopment Agreement for the Mission Gateway Project”, on file with the City Clerk, is hereby approved; and the Mayor and City Clerk are hereby authorized to execute same on behalf of the City of Mission, Kansas.

**THIS RESOLUTION IS ADOPTED** by the Governing Body of the City of Mission, Kansas, this 18th day of January, 2023.

**CITY OF MISSION, KANSAS**

\_\_\_\_\_  
Solana Flora, Mayor

ATTEST:

\_\_\_\_\_  
Robyn L. Fulks, City Clerk

APPROVED AS TO FORM ONLY:

---

David K. Martin, City Attorney

**REDEVELOPMENT AGREEMENT  
FOR THE  
MISSION GATEWAY PROJECT**

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**THIS REDEVELOPMENT AGREEMENT** (this “Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2022, 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**”).

### 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 “**Original Redevelopment District**”).

C. On January 11, 2006, the City adopted Ordinance 1190, establishing a redevelopment district and designating redevelopment project areas for the Original 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. On November 18, 2019, the City passed Ordinance No. 1508 dividing the Original Redevelopment District into five separate redevelopment districts pursuant to K.S.A. 12-1771(h), one of such resulting redevelopment districts being Rock Creek Redevelopment District No. 1 (Gateway) (the “**Redevelopment District**”), the boundaries of which are coterminous with the project area to which the Project Plan (defined below) applies.

F. On or about \_\_\_\_\_, 2022, the Developer filed for approval by the City, a certain Fifth Amended Redevelopment Project Plan, which Plan (“**Project Plan**”) will be considered by the Governing Body of the City after public notice and hearing, for the redevelopment of the only project area within the Redevelopment District, as legally described on **Exhibit A** attached hereto (the “**Property**”) and redevelopment of the Property as a mixed-use project consisting of retail, commercial and residential uses.

G. The Project Plan includes a 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.

H. 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.

I. 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**”).

J. 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**”).

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

**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 proceedings governing the issuance of the TIF 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 Real Estate Taxes shall not include any taxes or assessments 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 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 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**.

**“Completion Date”** means the date for completion of the Project set forth on the Development Schedule.

**“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 Allen Gross, 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 Mortgage”** 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 among the Developer, the City, Developer’s lender(s), and the trustee acting in connection with the TIF Bonds to be issued under this Agreement, 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 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, the CID Sales Tax, or the TGT 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 Community Development Department.

“**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 generated on the Property. 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 the bonds issued by the City pursuant to the TIF Act and in accordance with this Agreement, payable from the Captured Taxes and the CID Sales Tax and, if TIF Bonds are approved for Phase 2, also TGT.

“**TIF Cap**” means the sum of Captured Real Estate Taxes and Captured Sales Taxes, in the amount not to exceed the amount of TIF Eligible Project Costs as set forth on **Exhibit B**, 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 Taxes; plus interest and private financing costs at the actual cost of borrowing. 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 Term**” shall have the meaning set forth in **Section 3.02**.

“**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**

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**

The Project is contemplated to be developed in two (2) phases:

Phase 1: The first phase of the Project is proposed to include: (i) construction of approximately 49,752 square feet of “small-shop” commercial or restaurant uses; (ii) construction of approximately 90,000 square feet of retail, restaurant, and entertainment space (referred to herein as “**Cinergy**”); (iii) construction of approximately 373 apartment units (the “**Apartments**”); (iv) construction of related site work; (v) construction of surface parking sufficient for such uses pursuant to the City’s applicable ordinances; and (vi) construction of a parking garage serving the entirety of the Project (the “**Garage**,” and collectively referred to herein as “**Phase 1**”).

Phase 2: The second Phase of the Project is proposed to include: (i) construction of an approximately 202-room hotel (the “**Hotel**”) and (ii) construction of an approximately 100,000 square foot office or medical facility (the “**Office**,” and collectively with Hotel, “**Phase 2**”).

Subject to **Section 2.11**, the Developer shall commence Phase 1 development activities no later than 4 months after the issuance of TIF Bonds, continuously prosecute and substantially complete same no later than the dates set forth on Exhibit B-1, pursuant to the Development Schedule attached hereto as **Exhibit B-1** (the “**Development Schedule**”). Construction of Phase 2 may occur at the discretion of the Developer and Developer shall be eligible to submit Phase 2 costs for Pay-As-You-Go Reimbursement, provided that the Developer hereby acknowledges that the availability of TIF Bonds secured by Captured Taxes, CID Sales Tax, and TGT for reimbursement of eligible costs related to Phase 2 components will be subject to the conditions precedent set forth in Section 3.04(C) hereof and to then-constituted City Council conditions, consideration and approval. If Developer does not commence and complete construction of Phase 2 in accordance with the Development Schedule and as otherwise set forth in this Agreement, then Developer shall not be eligible for reimbursement from TIF Bonds or from Pay-As-You-Go Reimbursement for costs related to Phase 2 components, but such failure to commence shall not be deemed a default as to Developer’s right to receive reimbursement from TIF Bonds for costs related to Phase 1 components, provided that Phase 1 is constructed and completed in accordance with this Agreement. Anything to the contrary in this Agreement notwithstanding, if TIF Bonds are issued, the Developer shall not receive any Pay-As-You-Go Reimbursement unless and until all such TIF Bonds have been repaid in full.

The schedule for the development of the Project is more fully described in **Exhibit B-1** attached hereto (the “**Development Schedule**”). The parties recognize and agree that the Development Schedule is an estimated schedule, subject to change based on extraordinary market and other conditions beyond the control of the Developer; provided, however, that the availability of the Developer Financing shall not excuse performance of the Development Schedule. For purposes hereof, the Developer shall be deemed to have commenced development activities or construction on Phase 1 once Developer directs its general contractor to begin material and continuous construction activities on any of the components of the Project Plan and notifies the City in writing the date of such direction, and on a respective Phase 2 Project component upon the pouring of footings for the respective Hotel or Office component. The Development Schedule is subject to further change and/or modification, provided that any substantial 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 Phase 1 of the Project as set forth on the Development Schedule, unless such date is extended in writing by the City. The approval of the City as required in this Section may 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. Provided, however, that no such

change or modification shall increase the obligations of the City herein without the consent of the City, which consent may be withheld in its sole discretion.

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 Phase 1 Net Bond Proceeds and Pay-As-You-Go Reimbursement for Phase 1 and Phase 2, subject to the terms of this Agreement (the “**Incentive Funding**”). It is acknowledged by Developer that the City’s willingness to provide the full Incentive Funding is predicated on timely completion of Phase 1 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 Phase 1 of the Project in accordance with the Project Plan and Zoning Approvals.

2. Developer represents that Developer shall retain a qualified construction manager after a competitive selection process and that such construction manager 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 timely completion by the Developer of the Developer Project Work in accordance with this Agreement.

**Section 2.05. Plan Approval; Additional Redevelopment District Development Approval**

Developer agrees to diligently pursue approval of the Project Site Plans and Zoning Approvals. Once approved, 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. Affordable Housing Requirements**

A. So long as the TIF Bonds are issued and proceeds distributed, for the twenty (20) years from and after Phase 1 of the Project is completed and is accepting residential tenants ("**Compliance Period**"), Developer shall reserve no less than ten percent (10%) of apartment units for lessees with incomes at or below sixty percent (60%) of Kansas City Area Median Income ("**AMI**") at rental rates no greater than the maximum affordable rental rates published annually by the U.S. Department of Housing and Urban Development. The affordable apartment unit ("**Affordable Unit**") mix shall include no less than 18 one-bedroom apartments, 6 two-bedroom apartments and 2 three-bedroom apartments, in addition to studio apartment units. Developer will be allowed to increase rental rates for the Affordable Units by the greater of the annual increase in the foregoing published affordable rental rates or two percent (2%) annually. Developer shall honor the terms of tenancies in effect at the time of the expiration of the Compliance Period. For avoidance of doubt, if at the time of the expiration of the Compliance Period, there are two years remaining on a lease of an Affordable Unit, Developer shall continue to observe the requirements of this Section 2.07 for the balance of the lease term. In the event during the term of a lease the income of the household member(s) of an Affordable Unit exceeds 60% of the AMI, Developer may continue to honor the lease, however if 2 or more years remain in the lease term, the unit will no longer be considered an Affordable Unit.

B. Affordable Units must be located proportionally throughout all floors of all buildings compared to market rate units. Affordable Units must be indistinguishable from market rate units and shall be architecturally equivalent; interior layouts, designs, materials and finishes must be functionally equivalent, however do not have to be identical. Affordable Units must share the same entrances, common areas and amenities as market rate units.

C. Developer shall obtain from each household prior to initial occupancy of each Affordable Unit, and on every anniversary thereafter, a written certificate (“Affordable Unit Certificate”) containing at least all the following, in such format and with such supporting documentation, as City and Developer may reasonably require:

1. The identity of each household member;
2. The number of household members; and
3. The total gross household income (i.e., inclusive of all adult household members’ individual income) along with reasonable evidence of same, such as recent pay stubs.

Developer shall retain such certificates for not less than three (3) years, and upon City’s request, shall provide copies of such certificates to City. Developer shall be allowed to conclusively rely on the information provided to it in an Affordable Unit Certificate.

D. By not later than May 1 of each year during the term of this Agreement, Developer shall submit an annual report to the City (“**Annual Report**”) for the prior calendar year or portion of any prior calendar year that the Affordable Units start or cease being required under the terms of this Agreement with a certification that the Project complies with this Agreement. The Annual Report shall, at a minimum, include the following information for each Affordable Unit in the Project: (i) unit number; (ii) number of bedrooms; (iii) current rent and other charges; (iv) dates of any vacancies during the previous year; (v) number of people residing in the unit; and (vi) total gross household income of all residents living in the unit.

E. The provisions of this Section shall survive termination or expiration of this Agreement.

### **Section 2.08. Sustainability Requirements**

Developer shall cause all components of the Project (except Apartments and Garage) to obtain and maintain at least a "One Globe" certification issued by the Green Building Initiative (“**GBI**”) Green Globe rating system, or if such certification or rating system shall be discontinued, a reasonably equivalent certification reasonably designated by City and reasonably approved by Developer. Developer shall cause such Project components to maintain throughout the term of this Agreement at least a One Globe certification for operations and management of the Project, or if such certification or rating system shall be discontinued, then an equivalent certification

reasonably designated by City and reasonably approved by Developer. Said initial certification shall be obtained within twenty-four (24) months of completion of Phase 1 of the Project. Proof of One Globe certification shall be provided to City upon receipt by Developer. Developer shall cause the Apartments to obtain Bronze level certification of the National Green Building Standard, or if such certification or rating system shall be discontinued, a reasonably equivalent certification reasonably designated by City and reasonably approved by Developer.

**Section 2.09. Building, Subdivision Codes; Architect’s Report**

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.

**Section 2.10. 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 2.11. 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, a global financial crisis that results in the lack of continued disbursement from a lender on a closed loan not caused by a Developer default, destruction by fire or other casualty, strike, nationwide shortages of material, global pandemic or disease (provided, for any presently existing pandemic or disease, only a material worsening of such pandemic or disease shall be cause for excusable delay under this Section), 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 2.12. 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 2.13. 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 2.14. 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 2.15. 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, or library.

**ARTICLE III**

**PROJECT FINANCING**

**Section 3.01. Initial Capital**

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 signed commitment letters to finance, or other evidence of commitment to finance reasonably acceptable to the City, the Developer Project Work up to the amount of the Phase 1 of the Project’s private improvements’ costs, less the Incentive Funding for Phase 1, and less any equity contributions made or represented to be made by the Developer (“**Developer Equity**”). Developer shall demonstrate the existence of the Developer Equity to the reasonable satisfaction of the City. The commitment letters or other evidence of commitment to finance shall be in form and content reasonably satisfactory to City by a lender or group of lenders subject to normal and customary disbursement requirements. Prior to or simultaneously with the closing of the TIF Bonds, the Developer Financing loan shall be closed and funded to the satisfaction of the City. The Developer represents and warrants to the City, based on Developers present knowledge and belief, that the Developer Financing and Developer Equity, along with the Incentive Funding, will enable the Developer to timely implement and complete the Developer Project Work as required in this Agreement. The Developer shall immediately notify the City of any material changes in 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 effective date of 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 two percent (2%) 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 TIF Bonds issued for the Project 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 as provided in this Agreement and utilized solely to pay or repay, in the following order: (i) City CID District Expenses; (ii) then principal and interest on the TIF Bonds; and (iii) then unreimbursed CID Eligible Project Costs.

**Section 3.04. Bond Issuance; Conditions of Disbursement of Net Bond Proceeds**

The parties contemplate a single issuance of TIF Bonds which is estimated by Developer to generate the Net Bond Proceeds to fund a portion of the TIF Eligible Project Costs for Phase 1. The parties agree that the bond schedule attached hereto as **Exhibit C** currently reflects commercially reasonable underwriting practices, including interest rates, and debt-service coverage ratios for TIF 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**.

A. Cooperation. The parties shall reasonably cooperate to achieve a TIF Bond issuance that will generate a portion of the Incentive Funding in a manner and time reasonably sufficient, when combined with Developer Financing, to facilitate completion of Phase 1 of the Project. All issuances shall be issued in the City’s sole discretion after consultation with its financial consultants and advisors.

B. Conditions Precedent for Issuance of TIF Bonds. The issuance of the TIF Bonds shall be conditioned upon:

1. The Developer shall not be in default of this Agreement beyond any applicable cure period.
2. Evidence of Developer Financing and Developer Equity as required by **Section 3.01**.

3. Construction contracts and construction permits for the Garage, Cinergy, and that portion of the Apartments identified as Buildings C, D, and E on the Final Development Plan.

4. Evidence of compliance with the requirements of **Section 2.04(B)(2)**.

5. A current Project Budget that demonstrates that all of the Developer's Project Work relating to Phase 1 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.

6. A proposed schedule for the completion of Phase 1 of the Project, to the extent it is inconsistent or noncompliant with **Exhibit B-1**.

7. The Kansas Attorney General approves the transcript of proceedings relating to the TIF Bonds and bond counsel provides an opinion to the effect that the TIF Bonds have been validly issued under Kansas law and, if applicable, the interest on the TIF Bonds is exempt from Kansas and federal income taxation, subject to standard exceptions.

C. Satisfaction of Conditions. Upon receipt of the information set forth in **Section 3.04(B)**, the City shall within a reasonable time thereafter either:

1. Provide written notice to Developer that **Section 3.04(B)** has not been satisfied; or

2. Provide affirmative notice to Developer that the conditions precedent to its obligations to issue the TIF Bonds have been met at which time the City will commence the process to consider the issuance of TIF Bonds, subject to satisfactory underwriting and the terms of this Agreement.

D. Conditions Precedent for Distribution of Bond Proceeds. The distribution of Net Bond Proceeds shall be conditioned upon (the "**Disbursement Conditions**"):

1. Receipt by the Developer of all Zoning Approvals.

2. Construction contracts and construction permits for each component of Phase 1 of the Project.

3. Proof that funding from Bank OZK in the minimum amount of ~~[\$72,515,172]~~\$66,000,000 and from Bentall Green Oak in the minimum amount of ~~[\$47,144,349]~~\$34,000,000 will be available for Phase 1 of the Project.

~~4. Proof that funding from Bank OZK in the minimum amount of [\$3,660,000] and from Bentall Green Oak in the minimum amount of~~

~~[\$12,069,598] has been released to Developer for utilization in Phase 1 of the Project.~~

~~5.4.~~ A Certification of Expenditure for each item to be paid at the closing of the Bond issuance, in accordance with **Section 3.06**.

~~6.5.~~ The creation and funding of the Escrow Account described in **Section 3.11(B)**.

~~7.6.~~ The Master Funding Agreement is executed by the parties thereto.

E. Distribution of Net Bond Proceeds. Net Bond Proceeds will be held by the bond trustee in a project fund pursuant to the requirements set forth in this Agreement, the Bond Documents and the Master Funding Agreement. Provided, however, none of the Net Bond Proceeds will be disbursed until the Disbursement Conditions are satisfied. Following satisfaction of the Disbursement Conditions, Net Bond Proceeds shall be disbursed in the following order:

1. \$7,000,000 shall be disbursed upon receipt of Certification of Expenditures for construction of the parking garage and site work as shown on the Project Plan; and
2. The balance of the Net Bond Proceeds shall be disbursed pari-passu with the loan portions of the Developer Financing on a 25% (Net Bond Proceeds) and 75% (Developer Financing) basis.

F. City Credit Support. Under no circumstances will the City extend credit support to the financing of the Project, including but not limited to the TIF 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 (a) to the TIF Bond Trust Indenture for reimbursement from TIF Bonds, or (b) hereto as **Exhibit E** from Pay-As-You-Go Reimbursement, 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, (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.

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. Notwithstanding the foregoing, if Developer's lender requires that Developer obtain one or more third-party inspection reports and Developer obtains same, Developer shall provide same to City and Developer shall not be required to pay for a separate third-party inspection report for City that relates to the same work.

### **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.

The City may conduct an investigation, and if the City determines that the Developer Project Work has been constructed in accordance with City code requirements and 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 are issued, or in the event that market conditions restrict the ability of the City to issue the TIF 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 consider issuance of private placement bonds which will be purchased by the Developer or its designee.

### **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. Except for (i) real estate commissions and administrative costs directly related to the Project that might be paid to Cameron Group, LLC or GFI Capital Resources Group, Inc., (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; Escrow**

A. 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) for Phase 1 and, upon substantial completion of Phase 1, for Phase 2. 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.

B. Developer shall deposit \$3,000,000 in an escrow account at Security Bank of Kansas City (“**Escrow Account**”).

C. The escrowed funds shall be deposited and held as follows:

1. Upon the issuance of the TIF Bonds for Phase 1, \$2,000,000 shall be deposited and then shall be released and paid to the Johnson County, Kansas Collector in one or more payments as and when ad valorem real property taxes or special assessments for the Property are due; and

2. Upon the issuance of the TIF Bonds for Phase 1, \$1,000,000 (the “**Developer Fee**”) shall be deposited and then shall be released to the Developer according to the following schedule:

(a) \$250,000 upon the issuance by the City of a temporary certificate of occupancy for that portion of the Apartments identified as Buildings C, D, and E on the Final Development Plan for the Project;

(b) \$250,000 upon the issuance by the City of a temporary certificate of occupancy for the Garage;

(c) \$250,000 upon the issuance by the City of a temporary certificate of occupancy for Cinergy; and

(d) \$250,000 upon the issuance by the City of a temporary certificate for that portion of the Apartments identified as Building A.1 on the Final Development Plan for the Project.

If Developer fails to complete any component of Phase 1 in accordance with the Development Schedule, the then unreleased portion of the Developer Fee shall be released and paid to the City.

**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 (including Phase 2 of 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 as it relates to Phase 1, 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, all funds on deposit in the Escrow Account will be returned to Developer and both parties shall be released from all their respective rights and obligations under this Agreement.

**Section 3.14. Drainage and Benefit District**

A. 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 Property. 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 effective date 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. And provided further that in the event the Property is conveyed, voluntarily or involuntarily, to a lender (or third-party without the consent of City) within such 5 year period, the provisions of this Article shall be null and void.

## ARTICLE V

### REAL ESTATE TAXES

#### **Section 5.01. Intent 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 intends to pay such taxes and assessments promptly on or before the due date of such tax bills. City reserves the right to withhold Pay As You Go reimbursements and the proceeds of TIF Bonds from Developer for such time as real estate taxes and assessments levied against the Property are delinquent. Nothing herein shall be deemed to prohibit the Developer from contesting the validity or amounts of any tax, assessment, encumbrance or lien, nor to limit the remedies available to the Developer in respect thereto. The Developer and any other owners, tenants or occupants of real property in the Redevelopment District shall promptly notify the City in writing of a protest of real estate taxes or valuation of the Developer's or such other owner's property within the Redevelopment District.

#### **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, including the undeveloped area of the Property comprising Phase 2.

### **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, AND 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. 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.

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 Developer Project Work is 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**

A. 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;

(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 (1) 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, and (2) mechanic's liens that will be satisfied upon the closing of the TIF Bonds and the Developer Financing, 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 Third 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, including completing Phase 1 by the Completion Date.
- 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 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 except as set forth in Section 3.11. 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**

A. **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, third-party construction oversight personnel, 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, third-party construction oversight personnel, 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 TIF 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 Three Hundred Thousand Dollars (\$300,000) 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; provided, however, the amount of City fees set by ordinance shall not be included in such maximum amount.

### **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 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 all existing mechanics' liens against the Property shall be satisfied simultaneously with the issuance of the TIF Bonds, and thereafter, no mechanics' liens 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.

### **Section 10.07. Indemnity and Release**

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** 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  
Email: [agross@gficap.com](mailto:agross@gficap.com)

With copy to:

Korb K. Maxwell  
Polsinelli  
900 W. 48<sup>th</sup> Place, Suite 900  
Kansas City, MO 64112  
Email: [KMaxwell@Polsinelli.com](mailto:KMaxwell@Polsinelli.com)

To the City:

Mayor  
City of Mission, Kansas  
6090 Woodson  
Mission, KS 66202  
Email: [sflora@missionks.org](mailto:sflora@missionks.org)

With copies to:

Lewis A. Heaven, Jr.  
Spencer Fane LLP  
6201 College Blvd, Suite 500  
Overland Park, KS 66211  
Email: [pheaven@spencerfane.com](mailto:pheaven@spencerfane.com)

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, courier, by registered mail, return receipt requested, with proof of delivery thereof, or by electronic mail. Mailed notices shall be deemed effective on the third day after mailing, electronic mail notices shall be deemed effective upon transmission, and 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**

A. 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.

B. 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 Mortgagee”) 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, and funding of the Escrow Account and shall continue until the last to expire of the TIF Term and CID Term.

*[Remainder of page left blank intentionally.  
Signature pages to follow.]*

**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: \_\_\_\_\_  
Solana Flora, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Robyn Fulks, City Clerk

STATE OF KANSAS            )  
  ) ss.  
COUNTY OF JOHNSON    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, to me personally known, appeared Solana Flora and Robyn Fulks, 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:  
\_\_\_\_\_

**ARYEH REALTY, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, 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

	Phase 1 Budget	Phase 2 Budget	Total Budget (All Phases)	TIF Eligible Costs	CID Eligible Project Costs
<b><u>Land, Demolition &amp; Predevelopment Costs</u></b>					
Property Acquisition	\$7,550,000	\$0	\$7,550,000	\$7,550,000	\$7,550,000
Tenant Buyouts and Relocation	512,568	-	512,568	512,568	512,568
Demotion / Earthwork	2,534,838	-	2,534,838	2,534,838	2,534,838
Architectural / Survey / Site Design	5,763,159	1,656,846	7,420,005	-	-
Engineering	2,286,933	657,468	2,944,401	-	-
Legal	1,445,546	415,579	1,861,125	-	-
Real Estate Taxes Paid-to-Date	1,886,548	542,362	2,428,909	-	-
Storm Water Assessment Paid-to-Date	4,197,170	-	4,197,170	4,197,170	4,197,170
Interest on Past Loans	4,073,300	1,171,030	5,244,330	-	-
Closing Costs / Mortgage Tax on Past Loans	1,534,395	438,247	1,962,642	-	-
Prior Contractor General Conditions / Fees / Other	998,265	286,990	1,285,255	-	-
Marketing / Promotions	450,496	129,513	580,009	-	-
Miscellaneous 3rd Party Expenses	637,083	183,155	820,238	-	-
Developer- General Conditions	426,143	122,511	548,654	-	-
Developer- Miscellaneous	377,372	108,490	485,862	-	-
Developer- Project Management / Coordination	758,563	218,078	976,641	-	-
Developer - Travel / Lodging / Meals	358,170	102,970	461,140	-	-
Developer- Meals & Entertainment	16,236	4,668	20,904	-	-
Developer - Allocated Overhead	506,063	145,487	651,550	-	-
Developer- Other Legacy less Minimum Barrrs	793,347	228,079	1,021,426	-	-
<b>Total Land Costs</b>	<b>57,096,194</b>	<b>6,411,473</b>	<b>43,507,667</b>	<b>14,794,576</b>	<b>14,794,576</b>
<b><u>Site Work, Infrastructure &amp; Parking</u></b>					
Hard Costs- Parking Garage Spaces	16,162,382	-	16,162,382	16,162,382	16,162,382
Stormwater Improvements*	5,122,804	1,472,750	6,595,554	6,595,554	6,595,554
Sitework	4,412,040	490,227	4,902,267	4,902,267	4,902,267
Offsite	1,710,261	482,000	2,192,261	2,192,261	2,192,261
<b>Total Site Work</b>	<b>27,407,487</b>	<b>2,444,977</b>	<b>29,852,464</b>	<b>29,852,464</b>	<b>29,852,464</b>
<b><u>Hard Costs</u></b>					
Hard Costs Retail (Roeland)	3,854,490	-	3,854,490	346,821	3,854,490
Hard Costs Retail (Johnson)	202,500	-	202,500	18,221	202,500
Hard Costs Cinergy / Food Hall Space	18,242,780	-	18,242,780	1,641,459	18,242,780
Hard Costs Hotel (includes Restaurant & Spa)	-	23,088,057	23,088,057	2,077,430	23,088,057
Hard Costs Residential	52,013,611	-	52,013,611	4,680,109	52,013,611
Hard Costs Office	-	13,736,172	13,736,172	1,235,961	13,736,172
Payment & Performance Bonds	591,421	340,417	931,838	207,078	931,838
Insurance/Builders Risk	1,148,324	712,309	1,860,633	396,364	1,860,633
General Contractor Fee	3,275,050	1,431,323	4,706,373	823,114	4,706,373
Tenant Improvements	9,609,785	5,000,000	14,609,785	-	14,609,785
Contingency	5,029,003	2,014,493	7,043,496	-	7,043,496
<b>Total Hard Costs</b>	<b>93,966,964</b>	<b>46,322,770</b>	<b>140,289,734</b>	<b>11,426,556</b>	<b>140,289,734</b>

**Soft Costs**

Architecture/Engineering Services	4,827,580	2,237,795	7,065,374	1,570,109	7,065,374
Legal	855,073	466,892	1,321,965	293,775	1,321,965
Civil Engineer (includes geo-tech and survey)	486,000	54,000	540,000	135,015	540,000
Testing & Special Inspections	400,000	425,000	825,000	183,336	825,000
Real Estate Taxes (Forward)	2,000,000	1,330,000	3,330,000	-	3,330,000
Residential Marketing and FF&E	325,000	-	325,000	-	50,000
Project Branding & Marketing	185,456	162,500	347,956	-	347,956
Hotel Pre-Opening	-	200,000	200,000	-	200,000
Hotel FFE	-	5,050,000	5,050,000	-	425,000
Hotel Operator Technical Services Fee	-	75,000	75,000	-	75,000
Development Fee	3,488,240	1,857,763	5,346,003	-	2,000,000
Project Staffing	900,000	650,000	1,550,000	-	-
Residential Staffing	160,000	-	160,000	-	160,000
Permit & Fees	523,750	354,209	877,959	195,105	877,959
Accounting (Audit, etc.)	75,000	176,712	251,712	55,937	251,712
Developer Reimbursements	60,857	152,000	212,857	-	-
Leasing Commissions	1,667,698	1,676,000	3,343,698	-	3,343,698
Soft Cost Contingency	1,015,863	947,071	1,962,934	436,215	1,962,934
<b>Total Soft Costs</b>	<b>16,970,517</b>	<b>15,814,942</b>	<b>32,785,459</b>	<b>2,869,492</b>	<b>22,776,599</b>

**Financing Costs**

Mortgage Broker Fee	326,250	216,259	542,509	108,611	542,509
Origination Fee	1,112,500	624,749	1,737,249	347,798	1,737,249
Title Insurance	157,064	335,000	492,064	98,512	492,064
Legal (Owner and Lender)	757,774	550,000	1,307,774	261,817	1,307,774
Construction Monitoring	238,037	228,750	466,787	93,451	125,000
3rd Parties	25,000	10,000	35,000	7,007	376,787
Construction Interest Reserve	11,546,000	5,500,000	17,046,000	5,000,000	5,000,000
<b>Total Financing Costs</b>	<b>14,162,626</b>	<b>7,464,758</b>	<b>21,627,383</b>	<b>5,917,196</b>	<b>9,581,983</b>

<b>Totals:</b>	<b>\$189,603,788</b>	<b>\$78,458,920</b>	<b>\$268,062,707</b>	<b>64,860,285</b>	<b>217,294,756</b>
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## **EXHIBIT B-1**

### **DEVELOPMENT SCHEDULE**

- Cinergy – Complete construction no later than 24 months after construction commencement.
- Parking Garage – Complete construction no later than 24 months after construction commencement.
- Buildings labeled C, D, and E on the Final Development Plan – Complete construction no later than 39 months after construction commencement.
- Building labeled A.1 on the Final Development Plan – Complete construction no later than 42 months after construction commencement.
- ALL PHASE 1 IMPROVEMENTS SHALL BE COMPLETED NO LATER THAN 46 MONTHS AFTER TIF BOND ISSUANCE, subject to Section 2.11.
- Hotel –
  - Commence construction no later than 12 months after completion of all Phase 1 components.
  - Complete construction no later than 36 months after construction commencement.
- Office –
  - Commence construction no later than 24 months after completion of all Phase 1 components.
  - Complete construction no later than 36 months after construction commencement.

**EXHIBIT C**  
**BOND SCHEDULE**

## EXHIBIT D

### INSURANCE REQUIREMENTS

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.

A. 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.

B. 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.

C. 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.

D. 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.

E. 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.

F. Subcontractors. The Developer shall be included as an additional insured on the policies of its general contractor and subcontractors.

**EXHIBIT E**

**CERTIFICATION OF EXPENDITURES FORM**

Request No. \_\_\_\_\_

Date: \_\_\_\_\_

Pursuant to **Section 3.06** of the Redevelopment Agreement for the Mission Gateway Project (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

\_\_\_\_\_  
Title: \_\_\_\_\_

Approved this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

**CITY OF MISSION**

By: \_\_\_\_\_  
City Representative

**ATTACHMENT I  
TO CERTIFICATION OF EXPENDITURE  
REDEVELOPMENT AGREEMENT FOR THE GATEWAY RETAIL DISTRICT**

REQUEST NO. \_\_\_\_\_

DATED \_\_\_\_\_

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**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
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**REDEVELOPMENT AGREEMENT  
FOR THE  
MISSION GATEWAY PROJECT**

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**THIS REDEVELOPMENT AGREEMENT** (this “Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2022, 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**”).

### **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 “**Original Redevelopment District**”).

C. On January 11, 2006, the City adopted Ordinance 1190, establishing a redevelopment district and designating redevelopment project areas for the Original 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. On November 18, 2019, the City passed Ordinance No. 1508 dividing the Original Redevelopment District into five separate redevelopment districts pursuant to K.S.A. 12-1771(h), one of such resulting redevelopment districts being Rock Creek Redevelopment District No. 1 (Gateway) (the “**Redevelopment District**”), the boundaries of which are coterminous with the project area to which the Project Plan (defined below) applies.

F. On or about \_\_\_\_\_, 2022, the Developer filed for approval by the City, a certain Fifth Amended Redevelopment Project Plan, which Plan (“**Project Plan**”) will be considered by the Governing Body of the City after public notice and hearing, for the redevelopment of the only project area within the Redevelopment District, as legally described on **Exhibit A** attached hereto (the “**Property**”) and redevelopment of the Property as a mixed-use project consisting of retail, commercial and residential uses.

G. The Project Plan includes a 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.

H. 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.

I. 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**”).

J. 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**”).

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

**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 proceedings governing the issuance of the TIF 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 Real Estate Taxes shall not include any taxes or assessments 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 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 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**.

**“Completion Date”** means the date for completion of the Project set forth on the Development Schedule.

**“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 Allen Gross, 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 among the Developer, the City, Developer’s lender(s), and the trustee acting in connection with the TIF Bonds to be issued under this Agreement, 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 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, the CID Sales Tax, or the TGT 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 Community Development Department.

“**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 generated on the Property. 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 the bonds issued by the City pursuant to the TIF Act and in accordance with this Agreement, payable from the Captured Taxes and the CID Sales Tax and, if TIF Bonds are approved for Phase 2, also TGT.

“**TIF Cap**” means the sum of Captured Real Estate Taxes and Captured Sales Taxes, in the amount not to exceed the amount of TIF Eligible Project Costs as set forth on **Exhibit B**, 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 Taxes; plus interest and private financing costs at the actual cost of borrowing. 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 Term**” shall have the meaning set forth in **Section 3.02**.

“**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**

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**

The Project is contemplated to be developed in two (2) phases:

Phase 1: The first phase of the Project is proposed to include: (i) construction of approximately 49,752 square feet of “small-shop” commercial or restaurant uses; (ii) construction of approximately 90,000 square feet of retail, restaurant, and entertainment space (referred to herein as “**Cinergy**”); (iii) construction of approximately 373 apartment units (the “**Apartments**”); (iv) construction of related site work; (v) construction of surface parking sufficient for such uses pursuant to the City’s applicable ordinances; and (vi) construction of a parking garage serving the entirety of the Project (the “**Garage**,” and collectively referred to herein as “**Phase 1**”).

Phase 2: The second Phase of the Project is proposed to include: (i) construction of an approximately 202-room hotel (the “**Hotel**”) and (ii) construction of an approximately 100,000 square foot office or medical facility (the “**Office**,” and collectively with Hotel, “**Phase 2**”).

Subject to **Section 2.11**, the Developer shall commence Phase 1 development activities no later than 4 months after the issuance of TIF Bonds, continuously prosecute and substantially complete same no later than the dates set forth on Exhibit B-1, pursuant to the Development Schedule attached hereto as **Exhibit B-1** (the “**Development Schedule**”). Construction of Phase 2 may occur at the discretion of the Developer and Developer shall be eligible to submit Phase 2 costs for Pay-As-You-Go Reimbursement, provided that the Developer hereby acknowledges that the availability of TIF Bonds secured by Captured Taxes, CID Sales Tax, and TGT for reimbursement of eligible costs related to Phase 2 components will be subject to the conditions precedent set forth in Section 3.04(C) hereof and to then-constituted City Council conditions, consideration and approval. If Developer does not commence and complete construction of Phase

2 in accordance with the Development Schedule and as otherwise set forth in this Agreement, then Developer shall not be eligible for reimbursement from TIF Bonds or from Pay-As-You-Go Reimbursement for costs related to Phase 2 components, but such failure to commence shall not be deemed a default as to Developer's right to receive reimbursement from TIF Bonds for costs related to Phase 1 components, provided that Phase 1 is constructed and completed in accordance with this Agreement. Anything to the contrary in this Agreement notwithstanding, if TIF Bonds are issued, the Developer shall not receive any Pay-As-You-Go Reimbursement unless and until all such TIF Bonds have been repaid in full.

The schedule for the development of the Project is more fully described in **Exhibit B-1** attached hereto (the "**Development Schedule**"). The parties recognize and agree that the Development Schedule is an estimated schedule, subject to change based on extraordinary market and other conditions beyond the control of the Developer; provided, however, that the availability of the Developer Financing shall not excuse performance of the Development Schedule. For purposes hereof, the Developer shall be deemed to have commenced development activities or construction on Phase 1 once Developer directs its general contractor to begin material and continuous construction activities on any of the components of the Project Plan and notifies the City in writing the date of such direction, and on a respective Phase 2 Project component upon the pouring of footings for the respective Hotel or Office component. The Development Schedule is subject to further change and/or modification, provided that any substantial 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 Phase 1 of the Project as set forth on the Development Schedule, unless such date is extended in writing by the City. The approval of the City as required in this Section may 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. Provided, however, that no such change or modification shall increase the obligations of the City herein without the consent of the City, which consent may be withheld in its sole discretion.

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 Phase 1 Net Bond Proceeds and Pay-As-You-Go Reimbursement for Phase 1 and Phase 2, subject to the terms of this Agreement (the "**Incentive Funding**"). It is acknowledged by Developer that

the City's willingness to provide the full Incentive Funding is predicated on timely completion of Phase 1 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 Phase 1 of the Project in accordance with the Project Plan and Zoning Approvals.
2. Developer represents that Developer shall retain a qualified construction manager after a competitive selection process and that such construction manager 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 timely completion by the Developer of the Developer Project Work in accordance with this Agreement.

#### **Section 2.05. Plan Approval; Additional Redevelopment District Development Approval**

Developer agrees to diligently pursue approval of the Project Site Plans and Zoning Approvals. Once approved, 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. Affordable Housing Requirements**

A. So long as the TIF Bonds are issued and proceeds distributed, for the twenty (20) years from and after Phase 1 of the Project is completed and is accepting residential tenants (“**Compliance Period**”), Developer shall reserve no less than ten percent (10%) of apartment units for lessees with incomes at or below sixty percent (60%) of Kansas City Area Median Income (“**AMI**”) at rental rates no greater than the maximum affordable rental rates published annually by the U.S. Department of Housing and Urban Development. The affordable apartment unit (“**Affordable Unit**”) mix shall include no less than 18 one-bedroom apartments, 6 two-bedroom apartments and 2 three-bedroom apartments, in addition to studio apartment units. Developer will be allowed to increase rental rates for the Affordable Units by the greater of the annual increase in the foregoing published affordable rental rates or two percent (2%) annually. Developer shall honor the terms of tenancies in effect at the time of the expiration of the Compliance Period. For avoidance of doubt, if at the time of the expiration of the Compliance Period, there are two years remaining on a lease of an Affordable Unit, Developer shall continue to observe the requirements of this Section 2.07 for the balance of the lease term. In the event during the term of a lease the income of the household member(s) of an Affordable Unit exceeds 60% of the AMI, Developer may continue to honor the lease, however if 2 or more years remain in the lease term, the unit will no longer be considered an Affordable Unit.

B. Affordable Units must be located proportionally throughout all floors of all buildings compared to market rate units. Affordable Units must be indistinguishable from market rate units and shall be architecturally equivalent; interior layouts, designs, materials and finishes must be functionally equivalent, however do not have to be identical. Affordable Units must share the same entrances, common areas and amenities as market rate units.

C. Developer shall obtain from each household prior to initial occupancy of each Affordable Unit, and on every anniversary thereafter, a written certificate (“Affordable Unit Certificate”) containing at least all the following, in such format and with such supporting documentation, as City and Developer may reasonably require:

1. The identity of each household member;

2. The number of household members; and

3. The total gross household income (i.e., inclusive of all adult household members' individual income) along with reasonable evidence of same, such as recent pay stubs.

Developer shall retain such certificates for not less than three (3) years, and upon City's request, shall provide copies of such certificates to City. Developer shall be allowed to conclusively rely on the information provided to it in an Affordable Unit Certificate.

D. By not later than May 1 of each year during the term of this Agreement, Developer shall submit an annual report to the City ("**Annual Report**") for the prior calendar year or portion of any prior calendar year that the Affordable Units start or cease being required under the terms of this Agreement with a certification that the Project complies with this Agreement. The Annual Report shall, at a minimum, include the following information for each Affordable Unit in the Project: (i) unit number; (ii) number of bedrooms; (iii) current rent and other charges; (iv) dates of any vacancies during the previous year; (v) number of people residing in the unit; and (vi) total gross household income of all residents living in the unit.

E. The provisions of this Section shall survive termination or expiration of this Agreement.

#### **Section 2.08. Sustainability Requirements**

Developer shall cause all components of the Project (except Apartments and Garage) to obtain and maintain at least a "One Globe" certification issued by the Green Building Initiative ("**GBI**") Green Globe rating system, or if such certification or rating system shall be discontinued, a reasonably equivalent certification reasonably designated by City and reasonably approved by Developer. Developer shall cause such Project components to maintain throughout the term of this Agreement at least a One Globe certification for operations and management of the Project, or if such certification or rating system shall be discontinued, then an equivalent certification reasonably designated by City and reasonably approved by Developer. Said initial certification shall be obtained within twenty-four (24) months of completion of Phase 1 of the Project. Proof of One Globe certification shall be provided to City upon receipt by Developer. Developer shall cause the Apartments to obtain Bronze level certification of the National Green Building Standard, or if such certification or rating system shall be discontinued, a reasonably equivalent certification reasonably designated by City and reasonably approved by Developer.

#### **Section 2.09. Building, Subdivision Codes; Architect's Report**

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.

**Section 2.10. 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 2.11. 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, a global financial crisis that results in the lack of continued disbursement from a lender on a closed loan not caused by a Developer default, destruction by fire or other casualty, strike, nationwide shortages of material, global pandemic or disease (provided, for any presently existing pandemic or disease, only a material worsening of such pandemic or disease shall be cause for excusable delay under this Section), 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 2.12. 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 2.13. 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 2.14. 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 2.15. 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, or library.

**ARTICLE III**

**PROJECT FINANCING**

**Section 3.01. Initial Capital**

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 signed commitment letters to finance, or other evidence of commitment to finance reasonably acceptable to the City, the Developer Project Work up to the amount of the Phase 1 of the Project's private improvements' costs, less the Incentive Funding for Phase 1, and less any equity contributions made or represented to be made by the Developer ("**Developer Equity**"). Developer shall demonstrate the existence of the Developer Equity to the reasonable satisfaction of the City. The commitment letters or other evidence of commitment to finance shall be in form and content reasonably satisfactory to City by a lender or group of lenders subject to normal and customary disbursement requirements. Prior to or simultaneously with the closing of the TIF Bonds, the Developer Financing loan shall be closed and funded to the satisfaction of the City. The Developer represents and warrants to the City, based on Developers present knowledge and belief, that the Developer Financing and Developer Equity, along with the Incentive Funding, will enable the Developer to timely implement and complete the Developer Project Work as required in this Agreement. The Developer shall immediately notify the City of any material changes in 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 effective date of 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 two percent (2%) 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 TIF Bonds issued for the Project 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 as provided in this Agreement and utilized solely to pay or repay, in the following order: (i) City CID District Expenses; (ii) then principal and interest on the TIF Bonds; and (iii) then unreimbursed CID Eligible Project Costs.

**Section 3.04. Bond Issuance; Conditions of Disbursement of Net Bond Proceeds**

The parties contemplate a single issuance of TIF Bonds which is estimated by Developer to generate the Net Bond Proceeds to fund a portion of the TIF Eligible Project Costs for Phase 1. The parties agree that the bond schedule attached hereto as **Exhibit C** currently reflects commercially reasonable underwriting practices, including interest rates, and debt-service coverage ratios for TIF 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**.

A. Cooperation. The parties shall reasonably cooperate to achieve a TIF Bond issuance that will generate a portion of the Incentive Funding in a manner and time reasonably sufficient, when combined with Developer Financing, to facilitate completion of Phase 1 of the Project. All issuances shall be issued in the City's sole discretion after consultation with its financial consultants and advisors.

B. Conditions Precedent for Issuance of TIF Bonds. The issuance of the TIF Bonds shall be conditioned upon:

1. The Developer shall not be in default of this Agreement beyond any applicable cure period.

2. Evidence of Developer Financing and Developer Equity as required by **Section 3.01**.

3. Construction contracts and construction permits for the Garage, Cinergy, and that portion of the Apartments identified as Buildings C, D, and E on the Final Development Plan.

4. Evidence of compliance with the requirements of **Section 2.04(B)(2)**.

5. A current Project Budget that demonstrates that all of the Developer's Project Work relating to Phase 1 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.

6. A proposed schedule for the completion of Phase 1 of the Project, to the extent it is inconsistent or noncompliant with **Exhibit B-1**.

7. The Kansas Attorney General approves the transcript of proceedings relating to the TIF Bonds and bond counsel provides an opinion to the effect that

the TIF Bonds have been validly issued under Kansas law and, if applicable, the interest on the TIF Bonds is exempt from Kansas and federal income taxation, subject to standard exceptions.

C. Satisfaction of Conditions. Upon receipt of the information set forth in **Section 3.04(B)**, the City shall within a reasonable time thereafter either:

1. Provide written notice to Developer that **Section 3.04(B)** has not been satisfied; or
2. Provide affirmative notice to Developer that the conditions precedent to its obligations to issue the TIF Bonds have been met at which time the City will commence the process to consider the issuance of TIF Bonds, subject to satisfactory underwriting and the terms of this Agreement.

D. Conditions Precedent for Distribution of Bond Proceeds. The distribution of Net Bond Proceeds shall be conditioned upon (the “**Disbursement Conditions**”):

1. Receipt by the Developer of all Zoning Approvals.
2. Construction contracts and construction permits for each component of Phase 1 of the Project.
3. Proof that funding from Bank OZK in the minimum amount of \$66,000,000 and from Bentall Green Oak in the minimum amount of \$34,000,000 will be available for Phase 1 of the Project.
4. A Certification of Expenditure for each item to be paid at the closing of the Bond issuance, in accordance with **Section 3.06**.
5. The creation and funding of the Escrow Account described in **Section 3.11(B)**.
6. The Master Funding Agreement is executed by the parties thereto.

E. Distribution of Net Bond Proceeds. Net Bond Proceeds will be held by the bond trustee in a project fund pursuant to the requirements set forth in this Agreement, the Bond Documents and the Master Funding Agreement. Provided, however, none of the Net Bond Proceeds will be disbursed until the Disbursement Conditions are satisfied. Following satisfaction of the Disbursement Conditions, Net Bond Proceeds shall be disbursed in the following order:

1. \$7,000,000 shall be disbursed upon receipt of Certification of Expenditures for construction of the parking garage and site work as shown on the Project Plan; and

2. The balance of the Net Bond Proceeds shall be disbursed pari-passu with the loan portions of the Developer Financing on a 25% (Net Bond Proceeds) and 75% (Developer Financing) basis.

F. City Credit Support. Under no circumstances will the City extend credit support to the financing of the Project, including but not limited to the TIF 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 (a) to the TIF Bond Trust Indenture for reimbursement from TIF Bonds, or (b) hereto as **Exhibit E** from Pay-As-You-Go Reimbursement, 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, (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.

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. Notwithstanding the foregoing, if Developer's lender requires that Developer obtain one or more third-party inspection reports and Developer obtains same, Developer shall provide same to City and Developer shall not be required to pay for a separate third-party inspection report for City that relates to the same work.

### **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.

The City may conduct an investigation, and if the City determines that the Developer Project Work has been constructed in accordance with City code requirements and 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 are issued, or in the event that market conditions restrict the ability of the City to issue the TIF 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 consider issuance of private placement bonds which will be purchased by the Developer or its designee.

**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. Except for (i) real estate commissions and administrative costs directly related to the Project that might be paid to Cameron Group, LLC or GFI Capital Resources Group, Inc., (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; Escrow**

- A. 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) for Phase 1 and, upon substantial completion of Phase 1, for Phase 2. 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.
- B. Developer shall deposit \$3,000,000 in an escrow account at Security Bank of Kansas City ("**Escrow Account**").
- C. The escrowed funds shall be deposited and held as follows:
  - 1. Upon the issuance of the TIF Bonds for Phase 1, \$2,000,000 shall be deposited and then shall be released and paid to the Johnson County, Kansas Collector in one or more payments as and when ad valorem real property taxes or special assessments for the Property are due; and

2. Upon the issuance of the TIF Bonds for Phase 1, \$1,000,000 (the “Developer Fee”) shall be deposited and then shall be released to the Developer according to the following schedule:

(a) \$250,000 upon the issuance by the City of a temporary certificate of occupancy for that portion of the Apartments identified as Buildings C, D, and E on the Final Development Plan for the Project;

(b) \$250,000 upon the issuance by the City of a temporary certificate of occupancy for the Garage;

(c) \$250,000 upon the issuance by the City of a temporary certificate of occupancy for Cinergy; and

(d) \$250,000 upon the issuance by the City of a temporary certificate for that portion of the Apartments identified as Building A.1 on the Final Development Plan for the Project.

If Developer fails to complete any component of Phase 1 in accordance with the Development Schedule, the then unreleased portion of the Developer Fee shall be released and paid to the City.

### **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 (including Phase 2 of 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 as it relates to Phase 1, 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, all funds on deposit in the Escrow Account will be returned to Developer and both parties shall be released from all their respective rights and obligations under this Agreement.

### **Section 3.14. Drainage and Benefit District**

A. 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 Property. 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 effective date 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. And provided further that in the event the Property is conveyed, voluntarily or involuntarily, to a lender (or third-party without the consent of City) within such 5 year period, the provisions of this Article shall be null and void.

## **ARTICLE V**

### **REAL ESTATE TAXES**

#### **Section 5.01. Intent 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 intends to pay such taxes and assessments promptly on or before the due date of such tax bills. City reserves the right to withhold Pay As You Go reimbursements and the proceeds of TIF Bonds from Developer for such time as real estate taxes and assessments levied against the Property are delinquent. Nothing herein shall be deemed to prohibit the Developer from contesting the validity or amounts of any tax, assessment, encumbrance or lien, nor to limit the remedies available to the Developer in respect thereto. The Developer and any other owners, tenants or occupants of real property in the Redevelopment District shall promptly notify the City in writing of a protest of real estate taxes or valuation of the Developer's or such other owner's property within the Redevelopment District.

**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, including the undeveloped area of the Property comprising Phase 2.

**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, AND 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. 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.

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 Developer Project Work is 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**

A. 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;

(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 (1) 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, and (2) mechanic's liens that will be satisfied upon the closing of the TIF Bonds and the Developer Financing, 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 Third 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, including completing Phase 1 by the Completion Date.

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 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 except as set forth in Section 3.11. 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**

A. 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, third-party construction oversight personnel, 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, third-party construction oversight personnel, 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 TIF 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 Three Hundred Thousand Dollars (\$300,000) 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; provided, however, the amount of City fees set by ordinance shall not be included in such maximum amount.

#### **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 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 all existing mechanics' liens against the Property shall be satisfied simultaneously with the issuance of the TIF Bonds, and thereafter, no mechanics' liens 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.

**Section 10.07. Indemnity and Release**

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** 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  
Email: agross@gficap.com

With copy to:

Korb K. Maxwell  
Polsinelli  
900 W. 48<sup>th</sup> Place, Suite 900  
Kansas City, MO 64112  
Email: KMaxwell@Polsinelli.com

To the City:

Mayor  
City of Mission, Kansas  
6090 Woodson  
Mission, KS 66202  
Email: sflora@missionks.org

With copies to:

Lewis A. Heaven, Jr.  
Spencer Fane LLP  
6201 College Blvd, Suite 500  
Overland Park, KS 66211  
Email: pheaven@spencerfane.com

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, courier, by registered mail, return receipt requested, with proof of delivery thereof, or by electronic mail. Mailed notices shall be deemed effective on the third day after mailing, electronic mail notices shall be deemed effective upon transmission, and 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**

A. 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.

B. 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 Mortgagee") 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, and funding of the Escrow Account and shall continue until the last to expire of the TIF Term and CID Term.

*[Remainder of page left blank intentionally.  
Signature pages to follow.]*

**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: \_\_\_\_\_  
Solana Flora, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Robyn Fulks, City Clerk

STATE OF KANSAS            )  
  ) ss.  
COUNTY OF JOHNSON    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, to me personally known, appeared Solana Flora and Robyn Fulks, 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:  
\_\_\_\_\_

**ARYEH REALTY, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, 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

	Phase 1 Budget	Phase 2 Budget	Total Budget (All Phases)	TIF Eligible Costs	CID Eligible Project Costs
<b><u>Land, Demolition &amp; Predevelopment Costs</u></b>					
Property Acquisition	\$7,550,000	\$0	\$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	5,763,159	1,656,846	7,420,005	-	-
Engineering	2,286,933	657,468	2,944,401	-	-
Legal	1,445,546	415,579	1,861,125	-	-
Real Estate Taxes Paid-to-Date	1,886,548	542,362	2,428,909	-	-
Storm Water Assessment Paid-to-Date	4,197,170	-	4,197,170	4,197,170	4,197,170
Interest on Past Loans	4,073,300	1,171,030	5,244,330	-	-
Closing Costs / Mortgage Tax on Past Loans	1,534,395	438,247	1,962,642	-	-
Prior Contractor General Conditions / Fees / Other	998,265	286,990	1,285,255	-	-
Marketing / Promotions	450,496	129,513	580,009	-	-
Miscellaneous 3rd Party Expenses	637,083	183,155	820,238	-	-
Developer- General Conditions	426,143	122,511	548,654	-	-
Developer- Miscellaneous	377,372	108,490	485,862	-	-
Developer- Project Management / Coordination	758,563	218,078	976,641	-	-
Developer - Travel / Lodging / Meals	358,170	102,970	461,140	-	-
Developer- Meals & Entertainment	16,236	4,668	20,904	-	-
Developer - Allocated Overhead	506,063	145,487	651,550	-	-
Developer- Other Legacy less Minimum Barrrs	793,347	228,079	1,021,426	-	-
<b>Total Land Costs</b>	<b>57,096,194</b>	<b>6,411,473</b>	<b>43,507,667</b>	<b>14,794,576</b>	<b>14,794,576</b>
<b><u>Site Work, Infrastructure &amp; Parking</u></b>					
Hard Costs- Parking Garage Spaces	16,162,382	-	16,162,382	16,162,382	16,162,382
Stormwater Improvements*	5,122,804	1,472,750	6,595,554	6,595,554	6,595,554
Sitework	4,412,040	490,227	4,902,267	4,902,267	4,902,267
Offsite	1,710,261	482,000	2,192,261	2,192,261	2,192,261
<b>Total Site Work</b>	<b>27,407,487</b>	<b>2,444,977</b>	<b>29,852,464</b>	<b>29,852,464</b>	<b>29,852,464</b>
<b><u>Hard Costs</u></b>					
Hard Costs Retail (Roeland)	3,854,490	-	3,854,490	346,821	3,854,490
Hard Costs Retail (Johnson)	202,500	-	202,500	18,221	202,500
Hard Costs Cinergy / Food Hall Space	18,242,780	-	18,242,780	1,641,459	18,242,780
Hard Costs Hotel (includes Restaurant & Spa)	-	23,088,057	23,088,057	2,077,430	23,088,057
Hard Costs Residential	52,013,611	-	52,013,611	4,680,109	52,013,611
Hard Costs Office	-	13,736,172	13,736,172	1,235,961	13,736,172
Payment & Performance Bonds	591,421	340,417	931,838	207,078	931,838
Insurance/Builders Risk	1,148,324	712,309	1,860,633	396,364	1,860,633
General Contractor Fee	3,275,050	1,431,323	4,706,373	823,114	4,706,373
Tenant Improvements	9,609,785	5,000,000	14,609,785	-	14,609,785
Contingency	5,029,003	2,014,493	7,043,496	-	7,043,496
<b>Total Hard Costs</b>	<b>93,966,964</b>	<b>46,322,779</b>	<b>140,289,734</b>	<b>11,426,556</b>	<b>140,289,734</b>

**Soft Costs**

Architecture/Engineering Services	4,827,580	2,237,795	7,065,374	1,570,109	7,065,374
Legal	855,073	466,892	1,321,965	293,775	1,321,965
Civil Engineer (includes geo-tech and survey)	486,000	54,000	540,000	135,015	540,000
Testing & Special Inspections	400,000	425,000	825,000	183,336	825,000
Real Estate Taxes (Forward)	2,000,000	1,330,000	3,330,000	-	3,330,000
Residential Marketing and FF&E	325,000	-	325,000	-	50,000
Project Branding & Marketing	185,456	162,500	347,956	-	347,956
Hotel Pre-Opening	-	200,000	200,000	-	200,000
Hotel FFE	-	5,050,000	5,050,000	-	425,000
Hotel Operator Technical Services Fee	-	75,000	75,000	-	75,000
Development Fee	3,488,240	1,857,763	5,346,003	-	2,000,000
Project Staffing	900,000	650,000	1,550,000	-	-
Residential Staffing	160,000	-	160,000	-	160,000
Permit & Fees	523,750	354,209	877,959	195,105	877,959
Accounting (Audit, etc.)	75,000	176,712	251,712	55,937	251,712
Developer Reimbursements	60,857	152,000	212,857	-	-
Leasing Commissions	1,667,698	1,676,000	3,343,698	-	3,343,698
Soft Cost Contingency	1,015,863	947,071	1,962,934	436,215	1,962,934
<b>Total Soft Costs</b>	<b>16,970,517</b>	<b>15,814,942</b>	<b>32,785,459</b>	<b>2,869,492</b>	<b>22,776,599</b>

**Financing Costs**

Mortgage Broker Fee	326,250	216,259	542,509	108,611	542,509
Origination Fee	1,112,500	624,749	1,737,249	347,798	1,737,249
Title Insurance	157,064	335,000	492,064	98,512	492,064
Legal (Owner and Lender)	757,774	550,000	1,307,774	261,817	1,307,774
Construction Monitoring	238,037	228,750	466,787	93,451	125,000
3rd Parties	25,000	10,000	35,000	7,007	376,787
Construction Interest Reserve	11,546,000	5,500,000	17,046,000	5,000,000	5,000,000
<b>Total Financing Costs</b>	<b>14,162,626</b>	<b>7,464,758</b>	<b>21,627,383</b>	<b>5,917,196</b>	<b>9,581,983</b>

<b>Totals:</b>	<b>\$189,603,788</b>	<b>\$78,458,920</b>	<b>\$268,062,707</b>	<b>64,860,285</b>	<b>217,294,756</b>
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## **EXHIBIT B-1**

### **DEVELOPMENT SCHEDULE**

- Cinergy – Complete construction no later than 24 months after construction commencement.
- Parking Garage – Complete construction no later than 24 months after construction commencement.
- Buildings labeled C, D, and E on the Final Development Plan – Complete construction no later than 39 months after construction commencement.
- Building labeled A.1 on the Final Development Plan – Complete construction no later than 42 months after construction commencement.
- ALL PHASE 1 IMPROVEMENTS SHALL BE COMPLETED NO LATER THAN 46 MONTHS AFTER TIF BOND ISSUANCE, subject to Section 2.11.
- Hotel –
  - Commence construction no later than 12 months after completion of all Phase 1 components.
  - Complete construction no later than 36 months after construction commencement.
- Office –
  - Commence construction no later than 24 months after completion of all Phase 1 components.
  - Complete construction no later than 36 months after construction commencement.

**EXHIBIT C**  
**BOND SCHEDULE**

## **EXHIBIT D**

### **INSURANCE REQUIREMENTS**

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.

A. 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.

B. 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.

C. 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.

D. 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.

E. 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.

F. Subcontractors. The Developer shall be included as an additional insured on the policies of its general contractor and subcontractors.

**EXHIBIT E**

**CERTIFICATION OF EXPENDITURES FORM**

Request No. \_\_\_\_\_

Date: \_\_\_\_\_

Pursuant to **Section 3.06** of the Redevelopment Agreement for the Mission Gateway Project (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

\_\_\_\_\_  
Title: \_\_\_\_\_

Approved this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

**CITY OF MISSION**

By: \_\_\_\_\_  
City Representative

**ATTACHMENT I  
TO CERTIFICATION OF EXPENDITURE  
REDEVELOPMENT AGREEMENT FOR THE GATEWAY RETAIL DISTRICT**

REQUEST NO. \_\_\_\_\_

DATED \_\_\_\_\_

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**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
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<b>City of Mission</b>	Item Number:	9a.
<b>ACTION ITEM SUMMARY</b>	Date:	January 18, 2023
<b>Administration/Public Works</b>	From:	Laura Smith/Brent Morton

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

**RE:** Resolution ratifying the expenditure of funds to purchase a Ford F-450 Truck for Public Works.

**RECOMMENDATION:** Approve the Resolution ratifying the expenditure with Shawnee Mission Ford for purchase of a Ford F-450 Truck in the amount of \$63,340.00.

**DETAILS:** The 2023 budget includes \$90,000 in the Equipment Reserve and Replacement Fund for replacement of a F-450 vehicle and associated equipment. Due to supply chain issues, the low bidder, Shawnee Mission Ford, indicated that vehicles had to be ordered by January 13, 2023 in order to receive a vehicle in 2023. The remainder of the budget will be allocated for the associated equipment and those expenses will be presented to the Council at a future committee meeting.

Quotes were solicited for this item scheduled for replacement in 2023. The quotes are summarized in the table below with additional information provided for this item.

<b>Ford F-450 Crew Cab</b>	<b>Vendor</b>	<b>Price</b>
F-450 Crew Cab	Shawnee Mission Ford	\$63,340
F-450 Crew Cab	Olathe Ford	\$66,450
F-450 Crew Cab	Midway Ford Truck Center	\$67,300

The Ford F-450 will replace Truck #401, a 2012 Ford F-450, currently one year past its scheduled replacement. The new truck will be used by Public Works for daily activities, such as asphalt patching, trash, and concrete rehabilitation work. The F-450 is very versatile and can be used for all Public Works core duties. Truck #401 will be declared as surplus and sold at auction. Staff recommends depositing the proceeds from the sale of the surplus vehicle to the Equipment Replacement Fund.

The budget for replacement of this truck and equipment is \$90,000. This item was presented at the January 11, 2023 Community Development Committee meeting and the City Council verbally authorized the City Administrator to sign the purchase order by January 13, with ratification of the approval/purchase by City Council at the January 18, 2023 legislative meeting. A Resolution ratifying the expenditure has been included on the Consent Agenda.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	24-20-403-01 Equipment Reserve & Replacement Fund
Available Budget:	\$90,000.00

<b>City of Mission</b>	Item Number:	9a.
<b>ACTION ITEM SUMMARY</b>	Date:	January 18, 2023
<b>Administration/Public Works</b>	From:	Laura Smith/Brent Morton

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

In accordance with Section 120.140 (5) of the Mission Municipal Code, the City Administrator authorized the expenditure of funds for purchase of a Ford F-450 Truck on January 12, 2023 and now is seeking ratification of that emergency expenditure by the City Council.

**CFAA CONSIDERATIONS/IMPACTS: N/A**

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	24-20-403-01 Equipment Reserve & Replacement Fund
Available Budget:	\$90,000.00

**CITY OF MISSION  
RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF MISSION, KANSAS RATIFYING THE EXPENDITURE OF FUNDS TO PURCHASE A FORD F-450 TRUCK FOR PUBLIC WORKS.**

WHEREAS, the 2023 budget includes \$90,000 in the Equipment Reserve and Replacement Fund for replacement of a F-450 vehicle and associated equipment; and

WHEREAS, quotes were solicited for replacement of this vehicle in 2023 and Shawnee Mission Ford was the low bidder with a total cost not to exceed \$63,340.00; and

WHEREAS, the remainder of the budget will be allocated for the associated equipment and those expenses will be presented to the Council at a future committee meeting; and

WHEREAS, due to supply chain issues, Shawnee Mission Ford indicated that vehicles must be ordered by January 13, 2023 in order to receive a vehicle in 2023; and

WHEREAS, the Ford F-450 will replace Truck #401, a 2012 Ford F-450, currently one year past its scheduled replacement. The new truck will be used by Public Works for daily activities, such as asphalt patching, trash, and concrete rehabilitation work; and

WHEREAS, Truck #401 will subsequently be declared as surplus and sold at auction; and

WHEREAS, the Council gave verbal authorization at the January 11, 2023 Community Development Committee meeting providing for the City Administrator to execute the purchase order with Shawnee Mission Ford in the amount of \$63,340.00 prior to January 13, 2023; and

WHEREAS, in accordance with Section 120.140 (5) of the Mission Municipal Code the City Administrator authorized the expenditure with Shawnee Mission Ford for purchase of a Ford F-450 Truck on January 12, 2023 and is now seeking ratification of that emergency expenditure by the City Council.

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

**Section 1.** That the emergency expenditure with Shawnee Mission Ford for Ford F-450 Truck in an amount not to exceed \$63,340.00 is hereby ratified.

**PASSED AND APPROVED BY THE CITY COUNCIL** this 18th day of January 2023.

**APPROVED BY THE MAYOR** this 18th day of January 2023.

\_\_\_\_\_  
Solana Flora, Mayor

ATTEST:

\_\_\_\_\_  
Robyn Fulks, City Clerk

<b>City of Mission</b>	Item Number:	13a.
<b>INFORMATIONAL ITEM</b>	Date:	January 18, 2023
<b>ADMINISTRATION</b>	From:	Laura Smith

Informational items are intended to provide updates on items where limited or no discussion is anticipated by the Committee.

**RE:** December 2022 Monthly Interim Financial Report

**DETAILS:** The monthly interim financial reports are provided as a part of the Council's legislative meeting packets and will be reviewed and considered under the City Administrator's Report section of the agenda.

If appropriate, high level information will be provided during the meeting, and Council will have the opportunity to ask any questions they might have at this time. Following the review at the Council meeting, the reports will be posted on the website.

The Summary Report is included in the packet with a link to the full December 2022 Interim Financial Report found [here](#).

**CFAA CONSIDERATIONS/IMPACTS: NA**

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



# MONTHLY FINANCIAL REPORT

DECEMBER 2022

**MISSION**  
*Kansas*



# Mission, Kansas

## Monthly Financial Report – Executive Summary

### December 2022

#### General Fund Revenue Summary by Category as of 12/31/22

	2022 Adopted Budget	2022 Est Budget	MTD Collections	YTD Collections	% of Est Budget Collected
<b>Taxes</b>					
Property Tax - General	1,760,000	1,700,000	0	1,665,679	98%
Property Tax - Streets	1,120,000	1,120,000	0	1,127,106	101%
Delinquent Property Tax	20,300	30,000	0	22,068	74%
Motor Vehicle Tax	262,800	251,950	0	231,002	92%
City Sales and Use Tax	4,150,000	4,125,000	355,330	4,115,212	100%
County Sales and Use Tax	893,200	945,000	93,195	1,079,536	114%
County Sales and Use Tax - Jail	224,000	241,500	23,208	268,515	111%
County Sales and Use Tax - Public Safety	224,000	241,500	23,208	268,515	111%
County Sales and Use Tax - Court	224,000	241,500	23,208	268,513	111%
Franchise Tax	1,022,000	1,098,500	114,572	1,098,479	100%
Alcohol Tax	90,000	90,000	27,507	112,138	125%
Intergovernmental Revenue	5,000	122,000	19,650	159,049	
Mission Square Pilot	47,250	47,250	25,472	49,578	105%
Licenses and Permits	154,000	155,000	9,617	155,186	100%
Jo Co Plan Review/Inspection Fees	200,000	630,000	2,538	301,696	48%
Police Fines	743,500	623,450	38,849	424,994	68%
Charges for Services	141,500	106,000	32,730	59,671	56%
Interest	5,000	2,250	12,232	68,370	3039%
Miscellaneous and other	89,360	320,000	1,200	29,952	9%
Pool Revenues	132,000	159,500	0	154,002	97%
Parks Special Event Revenues	215,000	170,000	0	164,952	97%
Community Center Revenues	730,700	802,200	82,143	949,074	118%
Bond Proceeds	0	0	0	0	0%
Transfers In (ARPA Funds)	751,782	751,782	0	0	0%
<b>Total Revenues</b>	<b>13,205,392</b>	<b>13,974,382</b>	<b>884,659</b>	<b>12,773,285</b>	<b>91%</b>

#### General City Sales Tax :

Total Estimated Budget:  
\$2,625,000

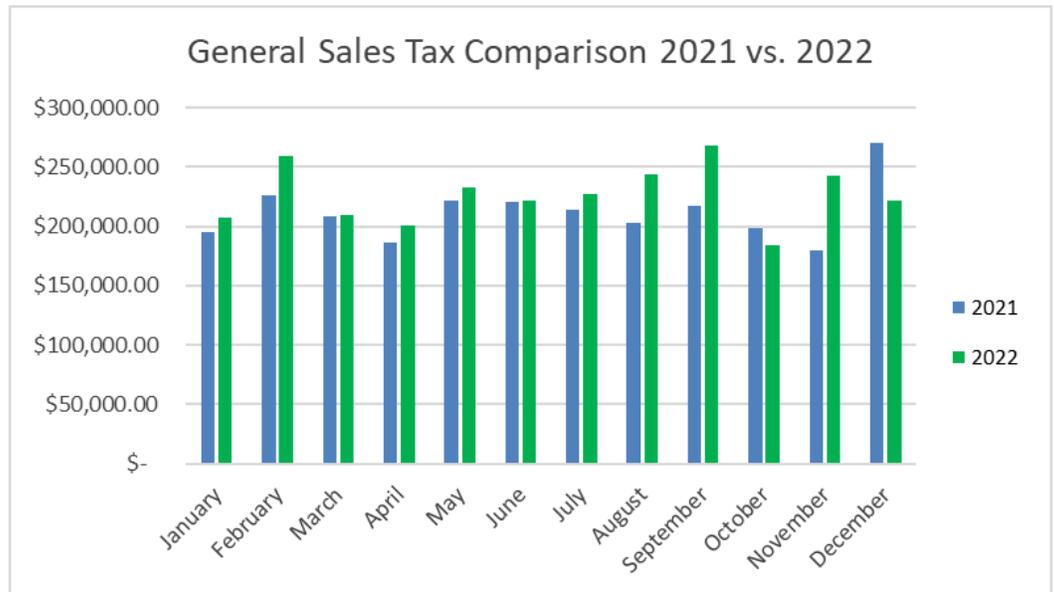
Total City Sales Tax collected YTD:  
\$2,717,083

% of Estimated Budget collected:  
104%

% of Year Expended:  
100%

% change yr over yr = **-17.98%**

% change 5 yr avg = **26.28%**



# Mission, Kansas

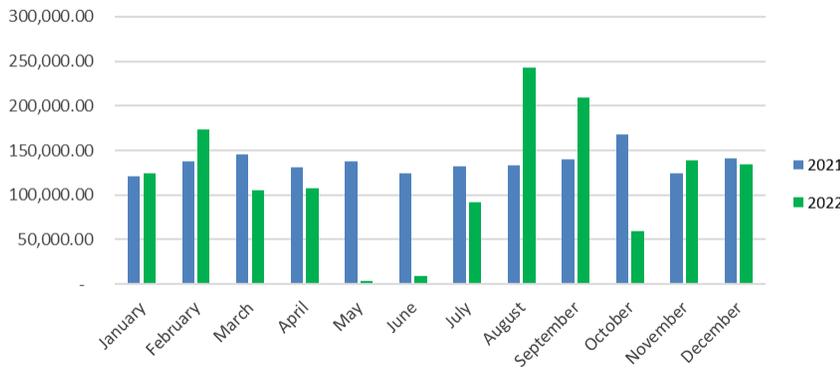
## Monthly Financial Report – Executive Summary

### December 2022

**Comments/Highlights:**

- City general sales and use tax revenues generally performed in line with 2022 Revised Budget Estimates, despite \$311,000 in use tax refunds taken by the Kansas Department of Revenue earlier this year and fluctuations in distributions between Aug/Sept/Oct resulting from timing of submissions to the State.
- County sales tax and use tax revenues trended slightly higher than budget estimates. Total General County Sales and Use tax collected YTD totaled \$1,077,283 or 114% of total Estimated Revenues for 2022.

General Use Tax Comparison 2021 vs. 2022



Total Estimated Budget: \$1,500,000    Total City Use Tax collected YTD: \$1,398,328    % of Total Estimated Budget collected: 93%

% of Year Expended: 100%    % change yr over yr = **-4.97%**    % change 5 yr avg = **18.65%**

Fund	Revenue Budget			Expenditure Budget			Current Cash, MIP and Investments Balance
	Revenue YTD	Uncollected Revenue	Expense YTD	Unencumb. Balance			
01 General	\$ 13,974,382.00	\$ 12,773,284.83	\$ 1,201,097.17	\$ 15,312,635.00	\$ 15,430,174.57	\$ (117,539.57)	\$ 3,871,003.86
02 IRS 125 Plan	\$ -	\$ 53,257.36	\$ (53,257.36)	\$ -	\$ 54,747.74	\$ (54,747.74)	\$ 44,660.55
03 Special Highway	\$ 275,100.00	\$ 272,487.69	\$ 2,612.31	\$ 807,720.00	\$ 701,714.85	\$ 106,005.15	\$ 153,636.54
08 Court - Bonds	\$ -	\$ 51,449.00	\$ (51,449.00)	\$ -	\$ 68,882.00	\$ (68,882.00)	\$ 41,646.00
09 Special Alcohol	\$ 110,000.00	\$ 84,630.89	\$ 25,369.11	\$ 90,000.00	\$ 63,440.25	\$ 26,559.75	\$ 185,164.24
10 Special Park & Recreation	\$ 110,050.00	\$ 112,870.03	\$ (2,820.03)	\$ 133,500.00	\$ 65,290.14	\$ 68,209.86	\$ 212,992.97
14 Court - ADSAP	\$ -	\$ -	\$ -	\$ -	\$ 150.00	\$ (150.00)	\$ 11,286.17
15 Court - Reinstatement	\$ -	\$ 17,632.00	\$ (17,632.00)	\$ -	\$ 19,420.00	\$ (19,420.00)	\$ 327.09
16 Special Law Enforcement	\$ -	\$ 6,350.00	\$ (6,350.00)	\$ -	\$ -	\$ -	\$ 24,266.95
17 Restricted	\$ -	\$ 20,000.00	\$ (20,000.00)	\$ -	\$ 64,295.60	\$ (64,295.60)	\$ 62,295.68
18 Jo Co School District Sales Tax	\$ -	\$ 144.84	\$ (144.84)	\$ -	\$ -	\$ -	\$ 18,348.54
19 MBDC	\$ 130,050.00	\$ 69,834.99	\$ 60,215.01	\$ 93,000.00	\$ 102,280.79	\$ (9,280.79)	\$ 8,218.50
22 Storm Drain Utility	\$ 3,399,995.00	\$ 3,304,948.99	\$ 95,046.01	\$ 3,491,193.00	\$ 3,225,468.04	\$ 265,724.96	\$ 1,368,969.30
24 Equipment Reserve Fund	\$ 80,500.00	\$ 24,451.14	\$ 56,048.86	\$ 335,142.00	\$ 128,267.82	\$ 206,874.18	\$ 264,574.84
25 Capital Improvement Fund	\$ 2,414,953.00	\$ 2,061,603.31	\$ 353,349.69	\$ 2,675,348.00	\$ 2,623,417.40	\$ 51,930.60	\$ (190,938.50)
26 Rock Creek Drainage Dist #1	\$ 11,010.00	\$ 22,198.38	\$ (11,188.38)	\$ 11,000.00	\$ 25,000.00	\$ (14,000.00)	\$ 2,678.34
27 Rock Creek Drainage Dist #2	\$ 66,100.00	\$ 63,043.26	\$ 3,056.74	\$ 65,000.00	\$ 80,000.00	\$ (15,000.00)	\$ 4,799.55
30 Solid Waste Utility Fund	\$ 631,000.00	\$ 657,166.30	\$ (26,166.30)	\$ 599,540.00	\$ 595,334.56	\$ 4,205.44	\$ 66,760.83
31 ARPA Fund	\$ 751,782.00	\$ 756,254.66	\$ (4,472.66)	\$ -	\$ -	\$ -	\$ 1,512,509.32
32 Opioid Fund	\$ -	\$ 2,426.26	\$ (2,426.26)	\$ -	\$ -	\$ -	\$ 2,426.26
33 Family Adoption Fund	\$ 10,000.00	\$ 404.00	\$ 9,596.00	\$ 10,000.00	\$ 12,924.67	\$ (2,924.67)	\$ (11,985.67)
35 Transportation Fund	\$ -	\$ 128.14	\$ (128.14)	\$ -	\$ -	\$ -	\$ 13,562.73
40 Street Sales Tax	\$ 957,005.00	\$ 910,563.87	\$ 46,441.13	\$ 1,592,465.00	\$ 1,578,236.39	\$ 14,228.61	\$ 3,918,876.99
45 Parks & Rec Sales Tax	\$ 1,395,050.00	\$ 1,055,299.63	\$ 339,750.37	\$ 2,691,762.69	\$ 1,792,811.43	\$ 898,951.26	\$ 4,031,167.04
50 Mission Trails TIF	\$ 350,285.00	\$ 350,285.88	\$ (0.88)	\$ 286,000.00	\$ 350,285.88	\$ (64,285.88)	\$ -
55 Silvercrest at Broadmoor	\$ -	\$ 5,958.97	\$ (5,958.97)	\$ -	\$ -	\$ -	\$ 12,561.35
60 Mission Crossing TIF Fund	\$ 421,500.00	\$ 415,890.25	\$ 5,609.75	\$ 416,000.00	\$ 433,411.97	\$ (17,411.97)	\$ 48,495.65
64 Rock Creek TIF Dist #2	\$ -	\$ 9,662.01	\$ (9,662.01)	\$ -	\$ -	\$ -	\$ 9,662.01
65 Cornerstone Commons Fund	\$ 69,000.00	\$ 61,082.80	\$ 7,917.20	\$ 67,500.00	\$ 66,800.94	\$ 699.06	\$ 11,794.39
66 Capitol Federal TIF Fund	\$ 21,000.00	\$ 20,028.00	\$ 972.00	\$ 18,000.00	\$ -	\$ 18,000.00	\$ 41,056.18
67 Mission Bowl TIF Fund	\$ -	\$ 32,881.61	\$ (32,881.61)	\$ -	\$ -	\$ -	\$ 32,881.61
68 Rock Creek TIF Fund #3	\$ -	\$ 50,756.34	\$ (50,756.34)	\$ -	\$ -	\$ -	\$ 119,662.82
69 Rock Creek TIF Fund #4	\$ -	\$ 42,426.85	\$ (42,426.85)	\$ -	\$ -	\$ -	\$ 82,366.62
70 Mission Farm and Flower Market	\$ -	\$ 16,458.08	\$ (16,458.08)	\$ -	\$ 26,028.15	\$ (26,028.15)	\$ 5,704.63
	\$ 25,178,762.00	\$ 23,325,860.36	\$ 1,852,901.64	\$ 28,695,805.69	\$ 27,508,383.19	\$ 1,187,422.50	\$ 15,981,433.38
						MIP Statement	14,486,210.27
						Treasury Bills	-
						Cash balances	1,495,223.11
						Total	15,981,433.38
						Difference	-

**Mission, Kansas**  
**Monthly Financial Report – Executive Summary**  
**December 2022**

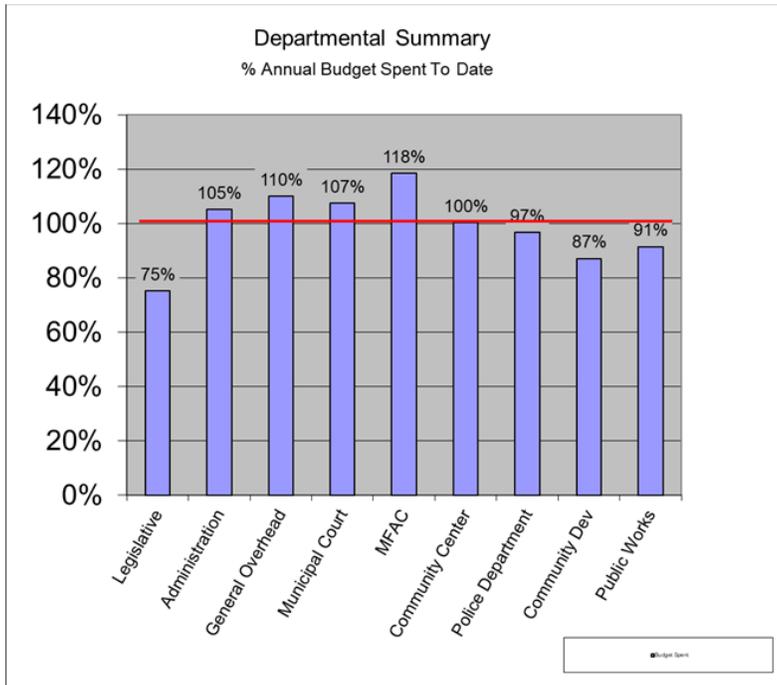
**General Fund Expenditures by Department as of 12/31/22:**

DEPARTMENT	2022 Budget	2022 Estimated	Monthly Expenditure	YTD Expenditure	Amount Remaining	Expenditure Rate
<b>Legislative</b>						
Personnel Services	57,010	57,010	4,376	52,800	4,210	93%
Contractual Services	126,200	136,700	5,335	91,410	45,290	67%
Commodities	1,200	1,200	-	2,282	(1,082)	190%
Capital Outlay	-	-	-	-	-	0%
<b>Total</b>	<b>184,410</b>	<b>194,910</b>	<b>9,711</b>	<b>146,492</b>	<b>48,418</b>	<b>75%</b>
<b>Administration</b>						
Personnel Services	885,000	904,800	80,582	950,059	(45,259)	105%
Contractual Services	35,350	35,050	958	35,038	12	100%
Commodities	900	2,200	199	4,358	(2,158)	198%
Capital Outlay	-	250	-	1,075	(825)	430%
Debt Service	-	-	-	-	-	0%
<b>Total</b>	<b>921,250</b>	<b>942,300</b>	<b>81,738</b>	<b>990,530</b>	<b>(48,230)</b>	<b>105%</b>
<b>General Overhead</b>						
Personnel Services	-	75,000	-	-	-	0%
Contractual Services	372,000	294,420	15,857	317,225	(22,804.58)	108%
Commodities	51,500	53,000	2,558	32,762	20,237.80	62%
Capital Outlay	1,958,840	1,920,500	(23,858)	2,343,318	(422,818.10)	122%
Debt Service	326,538	329,538	-	249,574	79,963.83	76%
<b>Total</b>	<b>2,708,878</b>	<b>2,672,458</b>	<b>(5,443)</b>	<b>2,942,879</b>	<b>(345,421)</b>	<b>110%</b>
<b>Municipal Court</b>						
Personnel Services	280,450	292,800	18,817	284,791	8,009	97%
Contractual Services	22,000	22,000	363	27,835	(5,835)	127%
Commodities	6,750	6,750	95	7,873	(1,123)	117%
Capital Outlay	2,000	2,000	-	27,208	(25,208)	1360%
<b>Total</b>	<b>311,200</b>	<b>323,550</b>	<b>19,275</b>	<b>347,708</b>	<b>(24,158)</b>	<b>107%</b>
<b>Parks and Recreation</b>						
<b>Mission Family Aquatic Center (MFAC)</b>						
Personnel Services	166,900	159,100	2,637	163,043	(3,943)	102%
Contractual Services	77,000	76,000	1,228	100,810	(24,810)	133%
Commodities	48,450	44,000	-	65,867	(21,867)	150%
Capital Outlay	-	-	-	822	(822)	0%
<b>Total</b>	<b>292,350</b>	<b>279,100</b>	<b>3,865</b>	<b>330,542</b>	<b>(51,442)</b>	<b>118%</b>
<b>Community Center</b>						
Personnel Services	1,643,000	1,550,750	101,995	1,472,297	78,453	95%
Contractual Services	762,250	739,650	58,637	813,163	(73,513)	110%
Commodities	107,400	101,900	6,425	112,410	(10,510)	110%
Capital Outlay	-	-	-	-	-	0%
<b>Total</b>	<b>2,512,650</b>	<b>2,392,300</b>	<b>167,057</b>	<b>2,397,871</b>	<b>(5,571)</b>	<b>100%</b>
<b>Police Department</b>						
Personnel Services	3,507,100	3,434,750	278,293	3,466,808	(32,058)	101%
Contractual Services	378,500	378,500	14,607	311,849	66,651	82%
Commodities	144,250	144,250	20,299	141,945	2,305	98%
Capital Outlay	11,700	11,700	23,858	23,858	(12,158)	204%
Debt Service/Lease	106,000	110,000	-	-	110,000	0%
<b>Total</b>	<b>4,147,550</b>	<b>4,079,200</b>	<b>337,057</b>	<b>3,944,460</b>	<b>134,740</b>	<b>97%</b>
<b>Community Development</b>						
Personnel Services	457,000	399,800	33,433	404,258	(4,458)	101%
Contractual Services	222,887	295,885	28,278	201,620	94,265	68%
Commodities	4,000	5,000	121	3,848	1,152	77%
Capital Outlay	-	300	844	1,090	(790)	363%
<b>Total</b>	<b>683,887</b>	<b>700,985</b>	<b>62,675</b>	<b>610,816</b>	<b>90,169</b>	<b>87%</b>
<b>Public Works</b>						
Personnel Services	1,119,800	1,146,500	89,025	1,105,615	40,885	96%
Contractual Services	1,139,500	1,116,500	92,928	963,345	153,155	86%
Commodities	253,832	232,700	5,402	248,399	(15,699)	107%
Capital Outlay	16,000	37,132	-	-	37,132	0%
<b>Total</b>	<b>2,529,132</b>	<b>2,532,832</b>	<b>187,355</b>	<b>2,317,359</b>	<b>215,473</b>	<b>91%</b>
<b>Other General Fund</b>						
	1,220,575	1,195,000	-	1,401,519	(206,519)	117%
<b>General Fund Total</b>	<b>15,511,882</b>	<b>15,312,635</b>	<b>863,289</b>	<b>15,430,175</b>	<b>(192,540)</b>	<b>101%</b>

# Mission, Kansas

## Monthly Financial Report – Executive Summary

### December 2022



Additional highlights/comments:

- The City's cash balance position is strong with an ending cash balance across all funds of \$15.9 million at December 31, 2022, with the increase over November attributable to the deposit of 2022A Bond Proceeds prior to year end. Major expenditures in December included 2022 Street Preservation Program, Mohawk Park Improvements, Jo Drive improvements, creek channel clean-out and Foxridge Phase II design.
- Street Sales Tax collections YTD in 2022 total \$1,007,606 and Parks + Recreation Sales Tax collections are \$1,151,065 which represents a combined increase of **30%** over 2021 collections.

In an effort to address questions surrounding revenues and expenses for the Powell Community Center (PCC), including cost recovery rates, historical and YTD revenue and expense information is included in the monthly interim financial report. The table below illustrates actual revenues and expenses from 2015 through 2021 showing the difference in total dollars (subsidy for operations). YTD information for 2022 is also included. The cost recovery or self-sufficiency rate for each year is also shown in the table. A feasibility study for the PCC is currently underway to aid in assessing the center's long-term feasibility and highest and best use.

	2015	2016	2017	2018	2019	2020	2021	2022 YTD
Revenues	\$ 1,780,144	\$ 1,817,753	\$ 1,758,157	\$ 1,675,697	\$ 1,698,878	\$ 710,775	\$ 706,254	\$ 1,325,603
Expenses	\$ 2,089,988	\$ 2,225,928	\$ 2,284,283	\$ 2,342,798	\$ 2,425,932	\$ 2,062,448	\$ 2,267,738	\$ 2,397,870
Difference (\$)	\$ (309,845)	\$ (408,175)	\$ (526,127)	\$ (667,101)	\$ (727,054)	\$ (1,351,673)	\$ (1,561,484)	\$ (1,072,267)
Cost Recovery %	85%	82%	77%	72%	70%	34%	31%	55%

Following passage of the American Rescue Plan Act (ARPA), the City is slated to receive a direct disbursement of funds (\$1,503,565) to address COVID-19 impacts. The first half payment was received in July 2021 and the balance was distributed in June 2022. ARPA funds are currently shown as a transfer into the General Fund to address COVID-19 related revenue shortages. During the recent budget process, it was recommended to take the standard \$10 million revenue loss deduction. This allowed the Council to consider and approve a number of other high priority projects which had been deferred because of pandemic-related revenue losses.

The reports that follow provide line item detail level summaries of revenues and expenditures for all funds, and are generated through the City's financial management software, Governmentor. In addition to information on the current budget/fiscal year, the reports will contain information on the prior year actuals.

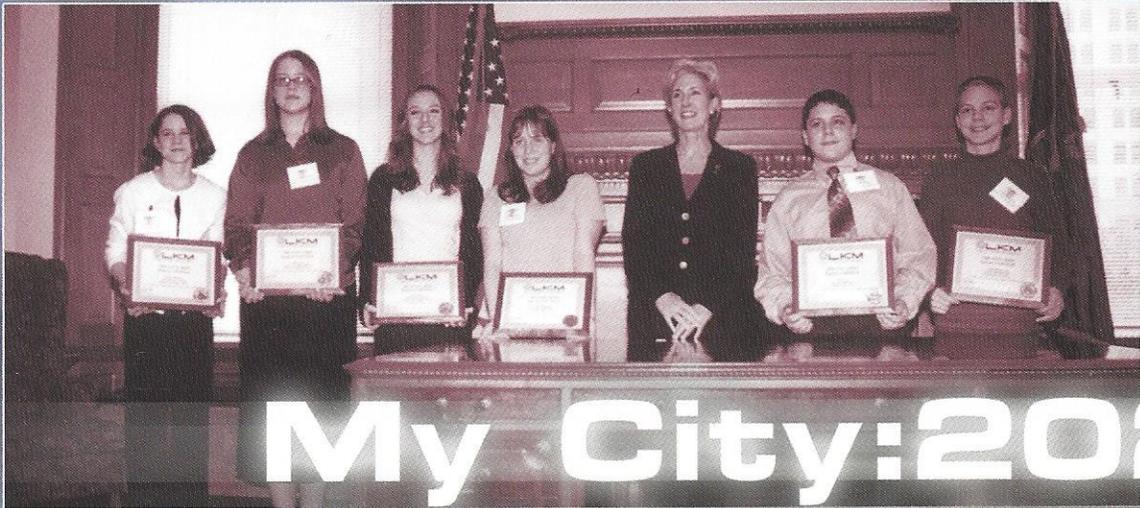
In addition to these summary reports, a summary claims report detailing expenditures for the month by fund is provided along with a report that details all payments made in the current month by vendor (listed alphabetically).

# Kansas

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## My City:2020

Essay Award Winners

Also Inside:

Kansas Firsts and a View of the New Eisenhower Statue

# Consolidation: Countryside Becomes Part of the City of Mission

by Mark Tomb

On December 3, 2002, residents of the City of Countryside voted to consolidate with the City of Mission by a vote of 128-70. Countryside was a small city in Northeast Johnson County known as “Johnson County’s Square Mile Garden.”

Countryside was established in 1937 and incorporated as the City of Countryside in 1951. The City consisted of 133 homes in a six square block area that is completely surrounded by the City of Mission.

In recent years, both Mission and Countryside have explored the idea of consolidation and last summer a task force was assembled to further study the idea. The group conducted a comprehensive survey and debated the issues surrounding consolidation.

It was determined that Countryside residents would have a yearly property tax savings of \$318.11 for the typical \$150,000 home by becoming part of Mission. Indeed, finances played a role in the final push for consolidation by allowing more people to share the cost of government with a more stable and broader source of funding.

The City of Countryside was already reliant on the City of Mission for most municipal services and paid a premium for these services because they were not part of the City, this included a \$63,000 contract to provide police coverage.

Other benefits of consolidation included expanded city services for Countryside residents, including moving from volunteer city workers to Mission’s full-time professional staff to address community needs.

Major disadvantages that were identified in the study include the loss of community identity. This was addressed by Mission officials by pledging to keep markers in place that would continue to designate the area as Countryside. Another major concern was the ratio of homeowners to local government representatives, a ratio that would increase from 1 for every 60 to 1 for every 1000. In the end, most residents did not believe that responsiveness would suffer significantly from consolidation.

The consolidation task force studying the issue met 12 times and made a report to both city councils. In the end, it recommended that Countryside become part of Mission based on the ability to increase city services, improve financial stability, and significantly lower taxes at an absorbable cost to the City of Mission.

The issue went before Countryside residents on December 3,

2002, passing 64.6% to 35.4% with 198 of the city’s 293 residents voting. The City of Mission followed with a resolution on December 11, 2002, with its intent to consolidate and the cities officially consolidated on January 15, 2003.

## History

With the consolidation of Countryside, the State of Kansas now has 626 incorporated cities, a number that has not significantly changed during the past 30 years.

The number of Kansas cities can be affected by the process of incorporation, consolidation, or dissolution. All are fairly rare events.

There have only been five incorporations since 1970—New Strawn in 1970, Lake Quivira in 1971, Park City in 1979, Bel Aire in 1980, and our newest city, Linn Valley, in 1998.

Consolidation before the Countryside-Mission union had not occurred in Kansas since Provence Village consolidated with the City of Olathe in 1960. Voters in Countryside had turned down merger proposals with the City of Mission three times. On June 2, 1959, the vote was 57 yes and 140 no. At the August 9, 1960 election, the vote was 58 yes and 158 no, and in 1998 it was again turned down, by a 2 to 1 margin.

In addition to cities consolidating, the state has one city/county consolidation, when Kansas City consolidated governmental operations with the County of Wyandotte in 1997.

Dissolution, or the process of a city unincorporating, last occurred on April 3, 2001. The voters of Harris by a vote of nine to two, approved a measure that dissolved the city and allowed the portion that was once the city to be included in a township. Before this dissolution, the City of Wellsford was the last to officially dissolve back in 1975. In all, the records are generally unclear on this subject because many of the towns that have vanished since statehood were not legally incorporated as an official governmental unit.

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