Economic Development and Finance Committee

Standing Committee Meeting Agenda

Monday, October 29, 2018

Immediately upon adjournment of earlier committee

Location:

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

Name	Absent
Commissioner Tom Burroughs, Chair	☐
Commissioner Brian McKiernan	☐
Commissioner Gayle E. Townsend	☐
Commissioner Ann Brandau-Murguia	☐
Commissioner James Walters	☐
Jeff Bryant, BPU Member	☐

I. Call to Order/Roll Call

II. Revisions to October 29, 2018 Agenda

III. Approval of standing committee minutes from September 10, 2018.

IV. Committee Agenda

Item No. 1 - REPORT: THIRD QUARTER INVESTMENT

Synopsis: Third Quarter Investment Report, submitted by Andrea Parra, Deputy Director of Revenue, Treasury Department.

For information only.

Tracking #: 18470

Item No. 2 - ORDINANCE: 2019 CMIP FINANCING AUTHORIZATION

Synopsis: A resolution amending the 2018-2023 CMIP; authorizing various public improvements; authorizing the issuance of general obligation bonds and/or temporary notes to finance all or a portion of the costs of certain improvements; requesting the Public Building Commission of the Unified Government of Wyandotte County/Kansas City, Kansas to issue its leasehold revenue bonds for the purpose of financing all or a portion of the costs of certain improvements; and authorizing one or more lease purchase agreements to financing the acquisition and installation of certain equipment, submitted by Debbie Jonscher, Deputy Chief Financial Officer.

Tracking #: 18473

Item No. 3 - RESOLUTION: SALE OF MUNICIPAL TEMPORARY NOTES AND GENERAL OBLIGATION IMPROVEMENT BONDS

Synopsis: A resolution authorizing the offering for sale of municipal temporary notes and general obligation bonds of the unified government of Wyandotte County/Kansas City, Kansas; requesting the Public Building Commission of the Unified Government of Wyandotte County/Kansas City, Kansas to issue its leasehold revenue bonds, submitted by Debbie Jonscher, Deputy Chief Financial Officer.
Tracking #: 18474

Item No. 4 - RESOLUTION: AMENDMENT TO RAINBOW VILLAGE DEVELOPMENT AGREEMENT
Synopsis: A resolution approving a first amendment to development agreement with Rainbow Legacy Investors II, LLC relating to the Rainbow Village development, NW corner of 34th & Rainbow Blvd., submitted by Kathleen VonAchen, Chief Financial Officer.
Tracking #: 18471

Item No. 5 - RESOLUTIONS/ORDINANCE: METROPOLITAN AVENUE REDEVELOPMENT PROJECT
Synopsis: Request the following actions in connection with the Metropolitan Avenue Redevelopment District, submitted by Katherine Carttar, Interim Economic Development Director.

- Adopt a resolution approving the redevelopment agreement.
- Adopt a resolution setting a public hearing date of January 10, 2019, to consider creating the CID.
- Adopt a resolution setting a public hearing date of January 10, 2019, to consider the project plan (TIF).
- Approve an ordinance authorizing the use of Home Rule powers for local sales tax.

Tracking #: 18475

V. **Public Agenda**

VI. **Adjourn**

ECONOMIC DEVELOPMENT AND FINANCE
STANDING COMMITTEE MINUTES
Monday, September 10, 2018

The meeting of the Economic Development and Finance Standing Committee was held on Monday, September 10, 2018, at 6:17 p.m., in the 5th Floor Conference Room of the Municipal Office Building. The following members were present: Commissioner Burroughs, Chairman; Commissioners Townsend, Murguia (by phone) and Walters; and BPU Board Member Jeff Bryant. Commissioner McKiernan was absent. The following officials were also in attendance: Doug Bach, County Administrator; Gordon Criswell and Melissa Sieben, Assistant County Administrators; Angie Lawson, Deputy Chief Counsel; Kathleen VonAchen, Chief Financial Officer; Wendy Green, Assistant Counsel; Commissioner Johnson; Patrick Waters, Senior Attorney; and Ron Sutton, Sergeant-At-Arms.

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

Approval of standing committee minutes from July 9, 2018. **On motion of Commissioner Walters, seconded by BPU Board Member Bryant, the minutes were approved.** Motion carried unanimously.

Committee Agenda:

Item No. 1 – 18355… UPDATE: INTEREST ON A DEMOLITION LIEN (3840 LLOYD AVENUE)

Synopsis: Update regarding the request of Myra Atkinson, on behalf of Mount Carmel Missionary Baptist Church, to exempt the interest owed on a demolition lien levied against 3840 Lloyd Avenue, submitted by Patrick Waters, Senior Attorney. On August 20, 2018, the Economic Development and Finance Standing Committee, chaired by Commissioner Burroughs, deferred action and asked staff to look into the request further and report back the following month.

Wendy Green, Assistant Counsel, said as far as I am concerned, I think there were some questions maybe about the taxes that were on this property. I wasn't at the last meeting but I kind of got brought up to speed and actually did some of the research into this project. As far as we know right now from the latest I have seen, the church has applied for an exemption for this property. They were granted an exemption from December 11, 2002, and forward so, all of the taxes from that timeframe have been abated and they are considered exempt. However, it did not cover 2002 so, the 2002 taxes from January 1 to December 11, 2002, are still due. That does include the demolition and I believe the request is just for the Commission to wave the penalties and interest, not the demolition fees.

Jeff Bryant, BPU Member, asked how much was the interest and penalty for 2012. **Ms. Green** said it was $4,658.63. In comparison, the demo cost itself was less than that at $3,942. The interest continues to accrue because they're clearly all delinquent at this point.

Commissioner Murguia said I've met with the church in regard to this and this, for me, I'd like to make a motion to make this exemption.

Action: Commissioner Murguia made a motion to make this exemption.

Commissioner Murguia said there's a lot of details in this, and the church was unaware that they had this property. There was a changeover in the leadership at the church. I think this is a no-brainer. I believe the church was going to pay off the back taxes and even the demolition before this meeting if they were able to. I think that if we grant this exemption, they're going to pay the demo and everything else off. We are only talking about the interest accrued. I truly believe that it was a mistake and an oversight by the church leadership at the time.

Myra Atkinson said I am a trustee at Mount Carmel Missionary Baptist Church and I wasn't aware of the taxes. **Chairman Burroughs** said you have heard this evening that there are a handful of months of taxes that are due. Do we have a total for that amount? **Ms. Green** said yes, as of August 29th, which I can get a correct amount. Now this amount does still include the penalties and the interest. For 2002, the taxes are $81.11 and the demo cost is $3,942.00. We're talking just a little bit over $4,000 that would be due. **Chairman Burroughs** asked how do you feel in meeting that financial settlement this evening. **Ms. Atkinson** said that will be fine. **Chairman**

Burroughs asked will you be willing to pay that in a short amount of time and not over a period of time. **Ms. Atkinson** said yes, a short amount of time, yes. **Chairman Burroughs** said if that's acceptable, we have a motion.

Action: **BPU Board Member Bryant seconded the motion to make this exemption.** Roll call was taken and there were five "Ayes," Bryant, Walters, Murguia, Townsend, Burroughs.

Adjourn

Chairman Burroughs adjourned the meeting at 6:24 p.m.

mbb

Staff Request for Commission Action

Tracking No. 18470

Full Commission Meeting Date: NA

Committee: Economic Development & Finance

Date of Standing Committee Action: 10/29/18 (If none, please explain):

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
10/16/2018	Andrea Parra, Rick Mikesic			Finance

Item Description:
Third Quarter Investment Report is Provided for Informational Purposes Only. No Action Is Required.

Action Requested:
For Information Only.

Budget Impact: (if applicable)
Amount:
Source:
Included In Budget:
Other (explain):

Attachments List:
2018 Q3 Invstmt Report

Unified Government of Wyandotte County and Kansas City, Kansas
Investment Portfolio Compliance Report
September 30, 2018

Investment Summary - Aggregate Portfolio By Type of Investment

Security Type	Original Cost	Market Value[1]	Amortized Cost[2]	% of Portfolio	% Permitted by Policy	In Compliance	# of Days to Maturity[3]	Average Yield[3]
Property Tax Held for Entities[4]	**$1,212,014**	**$1,212,014**	**$1,212,014**	**na**	**see note 4**	✓	**3**	**2.02%**
Cash Equivalents	$52,441,986	$52,441,986	$52,441,986	22.1%	100%	✓	3	2.02%
Total Liquidity	**$52,441,986**	**$52,441,986**	**$52,441,986**	**22.1%**			**3**	**2.02%**
Certificates of Deposit	$156,940,000	$156,940,000	$156,940,000	66.2%	100%	✓	615	1.94%
Federal Agency Securities	$27,788,276	$27,760,909	$27,809,647	11.7%	50%	✓	631	2.02%
Total Securities	**$184,728,276**	**$184,700,909**	**$184,749,647**	**77.9%**			**481**	**1.95%**
Total Portfolio	**$237,170,262**	**$237,142,895**	**$237,191,633**	**100%**			**482**	**1.97%**

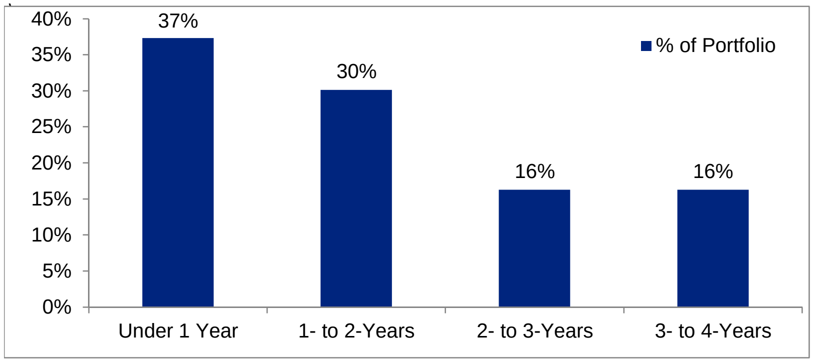
1. Market values provided by UMB Bank, Third-Party Safekeeping Custodial Agent.

2. Amortized cost is the original cost of the principal of the security adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report.

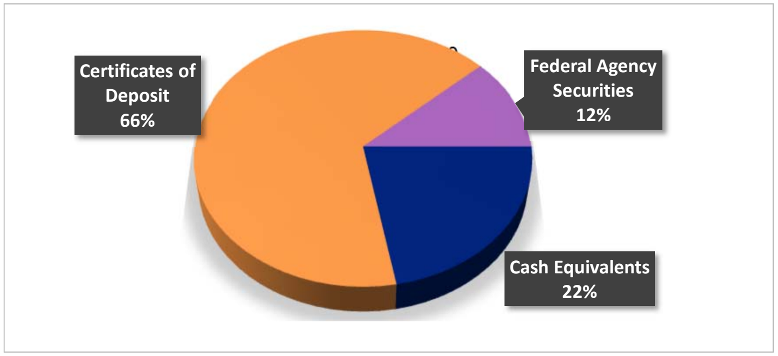
3. Averages shown are weighted averages calculated based on original cost. Average maturity is shown as days.

4. Property Tax collections temporarily held by the County on behalf of other governmental entities is not a part of the Unified Government's cash and investment value. The cash being held in trust is presented here for informational purposes.

Maturity Distribution



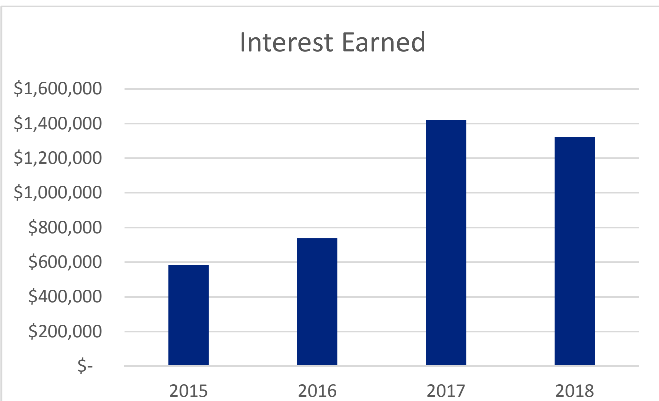
Sector Distribution



Unified Government of Wyandotte County and Kansas City, Kansas
Investment Portfolio Compliance Report
September 30, 2018

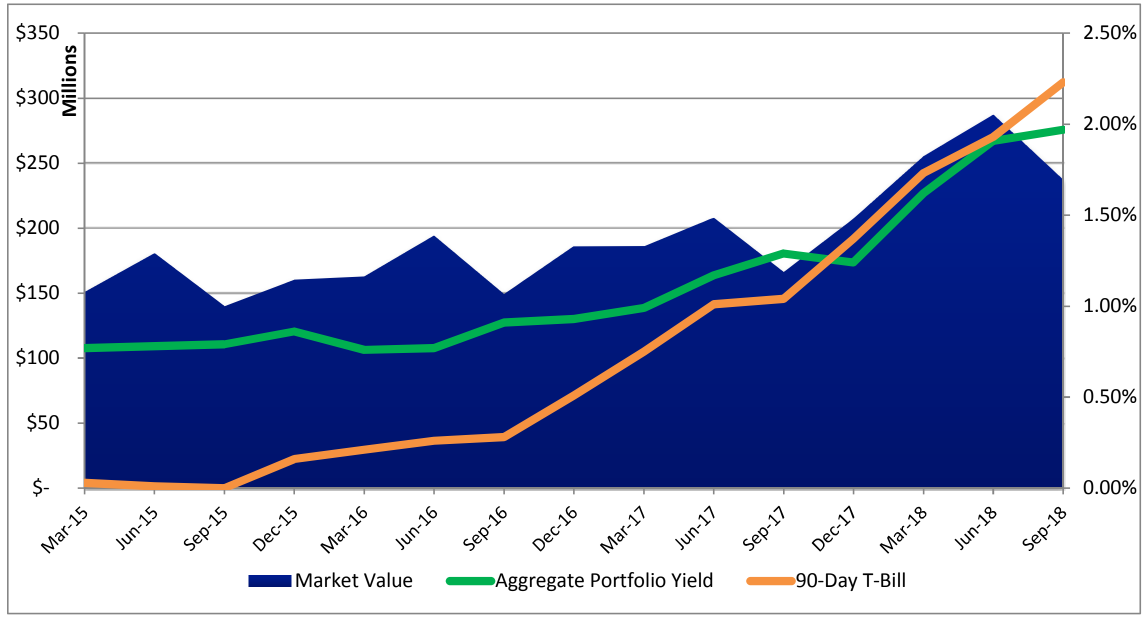
Compliance

	Yes	No
Liquidity	✓	
Permitted types of investments	✓	
Limits within investment categories	✓	
Limits within single agency/institution		✓
Limits relating to maturity	✓	
The investment report herein shown along with ongoing income provides sufficient liquidity to meet estimated expenditures for next 6 months	✓	



Historic Portfolio Size

Aggregate Yield vs. 90-Day T-Bill Rate



CFO Note: The 30% limit within a single banking institution per the investment policy compliance parameters was exceeded. Capital Federal Bank holdings totaled 40% of the total aggregate portfolio. In the upcoming quarters, the CFO will adjust investment strategies to come into compliance with the policy.

Kathleen VonAchen

September 30, 2018

Kathleen VonAchen
Chief Financial Officer

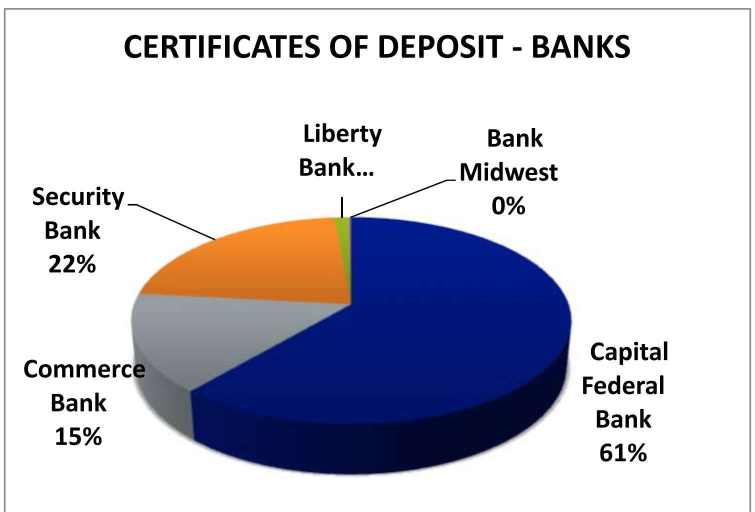
Date

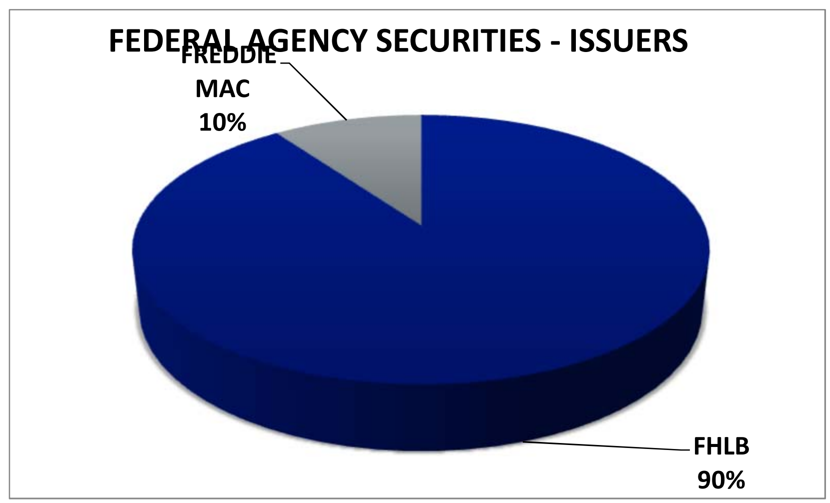
Unified Government of Wyandotte County and Kansas City, Kansas
Investment Portfolio Compliance Report
September 30, 2018

Issuer Detail - Aggregate Portfolio by Issuer

Issuer	Original Cost	Market Value[1]	% of Portfolio[3]	% Permitted by Issuer	In Compliance[3]	Weighted Maturity[2]	Weighted Yield[2]
Property Tax Held for Entities[3]	**1,212,014**	**1,212,014**	**na**	**See note 3**	✓	**3**	**2.02%**
UMB, Wyandotte Operating	50,113,986	50,113,986	21%	30%	✓	3	2.02%
UMB, Wyandotte Health	2,328,000	2,328,000	1%	30%	✓	3	2.02%
Cash Equivalents	**52,441,986**	**52,441,986**	**22%**		✓	**3**	**2.02%**
Bank Midwest	235,000	235,000	0%	30%	✓	304	1.36%
Capital Federal Bank	96,000,000	96,000,000	40%	30%	⦸	323	1.37%
Commerce Bank	24,235,000	24,235,000	10%	30%	✓	508	1.64%
Liberty Bank	2,000,000	2,000,000	1%	30%	✓	336	1.44%
Security Bank	34,235,000	34,235,000	14%	30%	✓	670	1.95%
UMB Bank	235,000	235,000	0%	30%	✓	323	1.37%
Certificates of Deposit	**156,940,000**	**156,940,000**	**66%**		✓	**615**	**1.94%**
US Treasury	8,851,241	8,850,600	4%	30%	✓	365	0.14%
FHLB	8,986,129	8,977,603	4%	30%	✓	712	0.91%
FREDDIE MAC	998,966	989,406	0%	30%	✓	1062	0.03%
FFCB	8,951,940	8,943,300	4%	30%	✓	1052	0.93%
Federal Agency Securities	**27,788,276**	**27,760,909**	**12%**		✓	**631**	**2.02%**
Grand Total	**237,170,262**	**237,142,895**	**100%**			**482**	**1.97%**

1. Market values provided by UMB Bank, Third-Party Safekeeping Custodial Agent.
2. Averages shown are weighted averages calculated based on original cost. Average maturity is shown as days.
County on behalf of other governmental entities is not a
part of the Unified Government's cash and investment





Unified Government of Wyandotte County and Kansas City, Kansas
Investment Portfolio Compliance Report
3rd Quarter 2018 - July 1, 2018 - September 30, 2018

Quarterly Transactions Detail - Aggregate Portfolio

Settlement Date	CUSIP	Issuer	Coupon	Maturity Date	Par	Original Cost
Thru Q3	NA	UMB, Wyandotte Operating	2.024%	10/1/2018	(70,814,631)	(70,814,631)
Thru Q3	NA	UMB, Wyandotte Health Reserve	2.024%	10/1/2018	(922,000)	(922,000)
Cash Equivalents					**(71,736,631)**	**(71,736,631)**
9/17/2018	9128282G4	US Treasury	2.569%	9/15/2019	9,000,000	8,851,241
9/17/2018	313370US5	FHLB	2.810%	9/11/2020	8,975,000	8,986,129
9/17/2018	3133EJYF0	FFCB	2.890%	8/27/2021	9,000,000	8,951,940
9/17/2018	115002409	Security Bank of Kansas City	2.900%	9/17/2022	9,000,000	9,000,000
Purchases					**35,975,000**	**35,789,310**
7/28/2017	1150008660	Security Bank of KC	1.234%	7/28/2018	(235,000)	(235,000)
1/8/2015	32805	Liberty Bank	1.300%	8/13/2018	(1,000,000)	(1,000,000)
1/8/2015	343007274	Commerce	1.250%	8/13/2018	(7,000,000)	(7,000,000)
8/18/2017	66000543	Commerce	1.222%	8/17/2018	(1,000,000)	(1,000,000)
9/25/2014	313375K48	FHLB	2.000%	9/14/2018	(5,000,000)	(5,086,631)
Calls/Maturities					**(14,235,000)**	**(14,321,631)**
Total					**(49,996,631)**	**(50,268,951)**

Staff Request for Commission Action

Tracking No. 18473

Full Commission Meeting Date: 11/8/18

Committee: Economic Development & Finance

Date of Standing Committee Action: 10/29/18 (If none, please explain):

Publication Required: Yes 11/15/2018

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
10/17/2018	Debbie Jonscher	x5847	Debbie	Finance

Item Description:

A resolution amending the 2018-2023 CMIP; authorizing various public improvements; authorizing the issuance of general obligation bonds and/or temporary notes to finance all or a portion of the costs of certain improvements; requesting the public building commission of the unified government of Wyandotte County/Kansas City, Kansas to issue its leasehold revenue bonds for the purpose of financing all or a portion of the costs of certain improvements; and authorizing one or more lease purchase agreements to financing the acquisition and installation of certain equipment.

Action Requested:

Please Approve.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

2019 FINANCING Project Descriptions, 2019 Financing Project Authorization Resolution

[Exhibit A for Authorizing Resolution]

2019 FINANCING: PROJECT AUTHORIZATIONS

LEGEND

BLUE = Project from previous year, no change

ORANGE = Project from previous year with change

PINK = New project

131ST ST AND LEAVENWORTH RD INTERSECTION RECONSTRUCTION 970-1615 [NEW PROJECT]

Prior Authorizing Resolution: NONE.

General Obligation Bond Authorization Amount: $1,100,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: Project to reconstruct the exiting rural four-legged intersection, with north and south stop patterns, to a rural section with a roundabout style intersection. Improvements would include two 12 ft lanes with 2-3 ft shoulders, a 5 ft sidewalk on one side and a 10 ft shared use trail on the other, and "v-ditches" for storm water drainage. The roundabout itself would be constructed out of concrete with mountable curb and gutter to accommodate larger vehicles.

36TH & OHIO AVE BRIDGE REPLACEMENT 962-2169 [NEW PROJECT] [BUDGET AMENDMENT]

Prior Authorizing Resolution: NONE.

General Obligation Bond Authorization Amount: $700,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: Project will include the design, construction and inspection for the removal and replacement of the existing single cell 6'x 8'x 68' reinforced concrete box that has significant structural deficiencies. These deficiencies have caused the flow line of the creek feeding this structure to change drastically and cause erosion of the creek bank, and failure of the adjacent roadway. The new structure will be the same height and width dimensions but will be 200ft long and skewed at a different angle to allow for continuous flow of the creek, as to not create any new erosion issues. The additional length will also allow us to not require guardrails for the structure, as the ends of the structure will be outside of the required clear zones for vehicle and pedestrian traffic. Other elements of the project will include the removal and replacement of 8 tons of existing road pavement, 400 ft. of new curb and gutter, and 2 new storm drainage inlets to accommodate the water flowing down the roadway.

51ST N OF CLEVELAND, REINFORCED CONCRETE BOX REPLACEMENT 963-5045

Prior Authorizing Resolution: R-80-16

General Obligation Bond Authorization Amount: $700,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: Replacement of a reinforced concrete box located approximately 150 feet north of the intersection of Cleveland Avenue and N. 51st Street.

77TH AND TROUP, 96" STORM REPLACEMENT 963-5048

Prior Authorizing Resolution: O-66-17

General Obligation Bond Authorization Amount: $580,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: This project will entail the removal and replacement of approximately 550 linear feet of 96" corrugated metal piping that runs from a junction under 77th Street, approximately 475ft south of Parallel Parkway, east to the outfall area. The restoration of this project will include the asphalt repairs to 77th Street and also a private parking area, in which the pipe runs under.

ADA MODIFICATIONS- UG FACILITIES 2019 948-0319 [NEW PROJECT](REIMBURSEMENT RESOLUTION)

Prior Authorizing Resolution: NONE.

General Obligation Bond Authorization Amount: $100,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: This project will make ADA (Americans With Disabilities Act) modifications, corrections and new construction to UG facilities. Included in this project will be plumbing, electrical, restroom fixtures, door, building signage and all other components of facilities to comply with local, state and federal regulation as it applies to ADA. The project will also address exterior, parking, drives, sidewalks, curbs, handrails and other items that will require modifications and or additions. Scope of work will include engineering/architectural design needed to execute the improvements and modifications. This project is mandated by the DOJ as part of the signed settlement agreement.

ADA PEDESTRIAN RAMP IMPROVEMENTS 2018 941-0818

Prior Authorizing Resolution: O-66-17

General Obligation Bond Authorization Amount: $800,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: Removal and replacement of curbs and sidewalks with curbs, sidewalks, and ramps to provide street to sidewalk access which complies with the Americans With Disabilities Act, including concrete pouring, resurfacing, utility cover adjustments, and associated construction costs, including all appurtenances related thereto, and necessary land acquisitions, engineering, and design at the intersections falling on and within the areas within the City of Kansas City, Kansas bounded as follows:

Area 1
Beginning at the intersection of 134th Street and State Avenue,
Northerly to Parallel Parkway,
Easterly to 131st Street
Northerly to Donahoo Road,
Easterly to Hutton Road,
Southerly to Georgia Avenue,
Easterly to Interstate 435,
Southerly to Interstate 70,
Westerly to 118th Street,
Northerly to State Avenue,
And westerly to the beginning point of 134th Street and State Avenue.

Area 2
Beginning at the intersection of Central Avenue and 14th Street,
Southerly to Interstate 70,
Westerly to 38th Street,
Northerly to Orville Avenue,
Easterly to Central Avenue,
And south-easterly to the beginning point of Central Avenue and 14th Street

Area 3
Beginning at the intersection of 7th Street Traffic-way and Quindaro Boulevard,
Easterly to Fairfax Traffic-way,
Southerly to Washington Boulevard,
Westerly to 7th Street Traffic-way,
And northerly to the beginning point at 7th Street Traffic-way and Quindaro Boulevard

Area 4
Beginning at the intersection of 7th Street Traffic-way and Washington Boulevard,
Southerly to Central Avenue,
Westerly to 9th Street,
Northerly to Orville Avenue,
Westerly to 10th Street,
Northerly to Washington Boulevard,
And westerly to the beginning point at 7th Street Traffic-way and Washington Boulevard.

ADA PEDESTRIAN RAMP IMPROVEMENTS 2019 941-0819 [NEW PROJECT]

Prior Authorizing Resolution: NONE.

General Obligation Bond Authorization Amount: $800,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: Removal and replacement of curbs and sidewalks with curbs, sidewalks, and ramps to provide street to sidewalk access which complies with the Americans With Disabilities Act, including concrete pouring, resurfacing, utility cover adjustments, and associated construction costs, including all appurtenances related thereto, and necessary land acquisitions, engineering, and design at the intersections falling on and within the areas within the City of Kansas City, Kansas bounded as follows:

Area 1 is bounded by Donahoo Road on the south, 98th Street on the east, Polfer Road on the north, and 131st Street on the west.

Area 2 is bounded by Leavenworth Road on the North, I-635 on the West, 18th Street on the East and Parallel Parkway on the South.

Area 3 is bounded by the state line on the East, Washington Boulevard on the North, Central Avenue on the South and 7th Street Trafficway on the West.

ARTERIAL/COLLECTOR RESURFACING 2018 941-0418

Prior Authorizing Resolution: O-66-17

General Obligation Bond Authorization Amount: $800,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description:
Milling, concrete pouring, asphalt overlay, resurfacing, utility cover adjustments, pavement marking, traffic control modifications, railroad crossing enhancements, Americans With Disabilities Act compliant street to sidewalk access, including any appurtenances related thereto any necessary land acquisitions, and associated engineering, design, inspection, removal, replacement, and construction costs at the following locations:

Area 6-44
Gibbs Road from South 34th Street to bridge over Interstate 635

Area 7-35
Riverview Avenue from South 78th Street to South 86th Street

ARTERIAL/COLLECTOR RESURFACING 2019 941-0419 [NEW PROJECT]

Prior Authorizing Resolution: NONE.

General Obligation Bond Authorization Amount: $650,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: Milling, concrete pouring, asphalt overlay, resurfacing, utility cover adjustments, pavement marking, traffic control modifications, railroad crossing enhancements, Americans With Disabilities Act compliant street to sidewalk access, including any appurtenances related thereto any necessary land acquisitions, and associated engineering, design, inspection, removal, replacement, and construction costs at the following locations:

Site 1: Park Drive, between Grandview Boulevard and N. 18th Street.

Site 2: Shawnee Drive, between S. 30th Street and S. 42nd Street.

BRUNE ELEMENTARY ROAD IMPROVEMENTS [BUDGET AMENDMENT]

Prior Authorizing Resolution: NONE.

General Obligation Bond Authorization Amount: $2,000,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: Project will include the construction of a new roadway leading to the property acquired by the USD 500 near the intersection of 90th Street and Parallel Parkway for construction of a new school named Brune Elementary. Elements of the project will involve land acquisition, site grading, tree removal, stormwater mitigation, roadway base and surface work, sidewalks, curb and gutter, and all other appurtenances related to the design, construction, and inspection as it pertains to this project.

CITY HALL STRUCTURE STUDY AND STABILIZATION 976-8176 [NEW PROJECT]

Prior Authorizing Resolution: NONE.

General Obligation Bond Authorization Amount: $10,355,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: Exploratory Study, including both Architectural and Structural to investigate structural integrity of City Hall with possible temporary stabilization and repair in lieu of major structure plan, decking and diaphragm renovation.

COURTHOUSE IMPROVEMENTS 976-8174 [PUBLIC BUILDING COMMISSION PROJECT] (INCREASED AMOUNT)(AMENDED DESCRIPTION)

Prior Authorizing Resolution: O-66-17

PBC Project Authorization Amount: $9,825,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: K.S.A. 12-1757 *et seq.*, as amended by Charter Ordinance CO-1-98 and Charter Resolution CR-1-98

Project Description: This project will include engineering, design, construction, inspection, and project management necessary (1) to upgrade, repair and replace the existing HVAC system within the County Courthouse, as well as install the components for a redundancy system in case of issues with the primary; (2) for the cleaning, and replacing of the Courthouse roof and installation of a new granular surface with sub-structure adhesive in a modified bitumen roofing system; (3) for the removal of the outdated and no longer functioning tornado warning siren; and (4) to update/replace/repair the fire alarms.

DOWNTOWN GROCERY STORE ###-#### [BUDGET AMENDMENT]

Prior Authorizing Resolution: NONE

General Obligation Bond Authorization Amount: $2,400,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: The Downtown Grocery Store project is located on the corner of 5th & Minnesota and will include the design and construction of an estimated 12,000 sq. foot commercial structure to be owned by the Unified Government and intended for the sale of groceries for neighborhood residents, as well as associated parking facilities, site work, infrastructure, utilities, storm water control, access, street improvements, fixtures and equipment, landscaping and lighting.

ELEVATOR UPGRADES CITY 2017 948-0117

Prior Authorizing Resolution: R-80-16/O-66-17

General Obligation Bond Authorization Amount: $100,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: This project will include engineering and design necessary to upgrade and improve (1) passenger and (2) freight service elevators at Kansas City, Kansas Police Headquarters located at 7th Street and Minnesota Avenue to insure compliance with City, State, and Federal codes and regulations including Americans With Disabilities Act mandates. The scope of work will include but is not limited to the repair and replacements of drives, brakes, hoist cables, sheave brakes, governor, motor controls, and other associated mechanical equipment. The project will upgrade and replace interior lighting, panels, flooring and railings of the cab itself. Elevator will have new operational systems install with new pushbutton automated operations and controls.

ELEVATOR UPGRADES CITY 2018 948-0118

Prior Authorizing Resolution: O-66-17

General Obligation Bond Authorization Amount: $150,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: This project will include engineering and design necessary to upgrade and improve (2) passenger and (2) freight service elevators at Kansas City, Kansas Police Headquarters located at 7th Street and Minnesota Avenue to insure compliance with City, State, and Federal codes and regulations including Americans With Disabilities Act mandates. The scope of work will include but is not limited to the repair and replacements of drives, brakes, hoist cables, sheave brakes, governor, motor controls, and other associated mechanical equipment. The project will upgrade and replace interior lighting, panels, flooring and railings of the cab itself. Elevator will have new operational systems install with new pushbutton automated operations and controls.

ELEVATOR UPGRADES CITY 2019 948-0119 [NEW PROJECT] (REIMBURSEMENT RESOLUTION)

Prior Authorizing Resolution: NONE.

General Obligation Bond Authorization Amount: $200,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: This project will include engineering and design necessary to upgrade and improve elevators at locations to be determined to insure compliance with City, State, and Federal codes and regulations including Americans With Disabilities Act mandates. The scope of work will include but is not limited to the repair and replacements of drives, brakes, hoist cables, sheave brakes, governor, motor controls, and other associated mechanical equipment. The project will upgrade and replace interior lighting, panels, flooring and railings of the cab itself. Elevator will have new operational systems install with new pushbutton automated operations and controls.

EMERGENCY BRIDGE REPAIR 2018 942-0118 (AMENDED DESCRIPTION)

Prior Authorizing Resolution: O-66-17 (Reimbursement Resolution)

General Obligation Bond Authorization Amount: $300,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: Repair, removal and replacement of Bridge #66 (S. 86th Street and Kansas Avenue) and Structure #220 (N. 34th Street and Freeman Avenue) and associated streets within the Unified Government, and any appurtenances related thereto. All work includes necessary traffic control, detour signing, and utility adjustments necessary to accommodate the improvements as well as all necessary engineering, design, inspection, appurtenances, and related construction.

EMERGENCY BRIDGE REPAIR 2019 942-0119 [NEW PROJECT] (REIMBURSEMENT RESOLUTION)

Prior Authorizing Resolution: NONE.

General Obligation Bond Authorization Amount: $300,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: Repair, removal and replacement of certain bridges and associated streets within the Unified Government, and any appurtenances related thereto. All work includes necessary traffic control, detour signing, and utility adjustments necessary to accommodate the improvements as well as all necessary engineering, design, inspection, appurtenances, and related construction. The specific locations of the bridge improvements are to be determined.

FACILITIES PARKING MAINTENANCE & REPAIR 2017 948-0217 (AMENDED DESCRIPTION)

Prior Authorizing Resolution: R-80-16/O-66-17

General Obligation Bond Authorization Amount: $350,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: This project will provide for all engineering, design, inspection and construction for one or more of the following Unified Government parking garages and surface lots. Work will include concrete surface and deck repair and replacement. Construction work shall include and provided for new gates, entry control equipment, lighting, signage and security equipment upgrades. Also will be new deck ware surface treatment and new canopy.

<u>Surface Lots: Downtown</u>
Lot # 3 - Located on South side of Barnett Avenue. Between 6th & 7th Street
<u>Parking Garages: Downtown</u>
Parking garage A - Located on North side of State Avenue. Between 7th & 8th Street
Parking garage C- Located on North side of Armstrong Avenue. Between 7th & 8th Street
Parking garage D- Located between Ann and Barnett Avenue. Between 7th & 8th Street
Parking garage E- Located on North side of Barnett Avenue. Between 6th & 7th Street
E Reserve- Located on between Ann Avenue and Barnett Avenue. Between 6th & 7th Street

FACILITIES PARKING MAINTENANCE & REPAIR 2018 948-0218 (AMENDED DESCRIPTION)

Prior Authorizing Resolution: O-66-17

General Obligation Bond Authorization Amount: $550,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: This project will provide for all engineering, design, inspection and construction for one or more of the following Unified Government parking garages and surface lots. Work will include concrete surface and deck repair and replacement. Construction work shall include and provided for new gates, entry control equipment, lighting, signage and security equipment upgrades. Also will be new deck ware surface treatment and new canopy.

Surface Lots: Downtown
Lot # 3 - Located on South side of Barnett Avenue Between 6th & 7th Street
Parking Garages: Downtown
Parking garage A - Located on North side of State Ave. Between 7th & 8th Street
Parking garage D- Located between Ann Avenue and Barnett Avenue. Between 7th & 8th Street

FACILITIES PARKING MAINTENANCE & REPAIR 2019 948-0219 [NEW PROJECT]

Prior Authorizing Resolution: NONE.

General Obligation Bond Authorization Amount: $700,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: This project will provide for all engineering, design, inspection and construction for one or more of the following Unified Government parking garages and surface lots. Work will include concrete surface and deck repair and replacement. Construction work shall include and provided for new gates, entry control equipment, lighting, signage and security equipment upgrades. Also will be new deck ware surface treatment and new canopy.

Surface Lots: Downtown
Lot # 3 - Located on South side of Barrett Street Between 6th & 7th Street
Reardon Lot - Located on South side of Minnesota Ave. Between 5th & 6th Street
Parking Garages: Downtown
Parking garage A - Located on North side of State Ave. Between 7th & 8th Street
Parking garage C- Located on North side of Armstrong. Between 7th & 8th Street
Parking garage D- Located between Ann and Barrett Streets. Between 7th & 8th Street
Parking garage E- Located on North side of Barrett Street Between 6th & 7th Street
E Reserve- Located on between Ann and Barrett Street Between 6th & 7th Street

FAIRFAX INDUSTRIAL AREA IMPROVEMENTS 2018 941-0918 (AMENDED DESCRIPTION)

Prior Authorizing Resolution: O-66-17 (Reimbursement Resolution)

General Obligation Bond Authorization Amount: $100,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: Project to include the milling, concrete pouring, resurfacing, utility cover adjustments, pavement marking, traffic control modifications, Americans With Disabilities Act compliant street to sidewalk access, and removal and replacement of 1,300 ft of curb and gutter along 7th Street Trafficway, from Sunshine Road to Kindleberger Road, all in the Fairfax industrial area, including any appurtenances related thereto, any necessary land acquisitions, and associated engineering, design, inspection, removal, replacement, and construction costs.

All work includes necessary traffic control and detour signing and utility adjustments necessary to accommodate the improvements as well as all necessary engineering, design, inspection, appurtenances, and related construction.

FAIRFAX INDUSTRIAL AREA IMPROVEMENTS 2019 941-0919 [NEW PROJECT] (REIMBURSEMENT RESOLUTION)

Prior Authorizing Resolution: NONE.

General Obligation Bond Authorization Amount: $100,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: Project to include the milling, concrete pouring, resurfacing, utility cover adjustments, pavement marking, traffic control modifications, Americans With Disabilities Act compliant street to sidewalk access, and removal and replacement of curb, all in the Fairfax industrial area, including any appurtenances related thereto, any necessary land acquisitions, and associated engineering, design, inspection, removal, replacement, and construction costs.

All work includes necessary traffic control and detour signing and utility adjustments necessary to accommodate the improvements as well as all necessary engineering, design, inspection, appurtenances, and related construction.

FIBER CONNECTIVITY PROJECTS 970-1054

Prior Authorizing Resolution: O-66-17

General Obligation Bond Authorization Amount: $4,100,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09 and Article 12, Section 5 of the Constitution of the State of Kansas

Project Description: Project will include the installation of fiber optic cable, conduit and other elements needed to complete segments of the government fiber network for Public Safety, Public Works, and

Government needs and any appurtenances related thereto any necessary land acquisitions, and associated engineering, design, inspection, removal, replacement, and construction costs.

All work includes necessary traffic control and detour signing, and utility adjustments, necessary to accommodate the improvements as well as all necessary engineering, design, inspection, and all necessary appurtenances and related construction.

FIRE STATION 969-8079 (AMENDED DESCRIPTION)

Prior Authorizing Resolution: R-80-16/O-66-17

General Obligation Bond Authorization Amount: $4,000,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: Design, engineering, construction, repair, or improvements to a new Fire Department Station in the northwest area of the City located at 2913 Hutton Road and for design, repair and improvements to existing stations located at:

- 6241 State Avenue, Kansas City, KS 66102
- 5429 Leavenworth Road, Kansas City, KS 66104.

GREEN INFRASTRUCTURE IMPROVEMENTS (STORMWATER) 963-6048 [NEW PROJECT]

Prior Authorizing Resolution: NONE.

General Obligation Bond Authorization Amount: $5,000,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: Design and build green infrastructure to reduce stormwater entering the combined sanitary sewer system adjacent to the new parking lot constructed on the Southeast corner of 8th Street and Barnett Avenue. Infrastructure items include previous pavement and rain gardens (water detention basins) to reduce the amount of stormwater runoff created by an asphalt parking surface.

HEALTH DEPT BUILDING UPGRADES 976-8720 [PUBLIC BUILDING COMMISSION PROJECT] [NEW PROJECT]

Prior Authorizing Resolution: NONE.

PBC Project Authorization Amount: $3,075,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: K.S.A. 12-1757 *et seq.*, as amended by Charter Ordinance CO-1-98 and Charter Resolution CR-1-98

Project Description: Annual upgrades and replacements to and capital repair and renovation of existing Health Department facilities located at 619 Ann Avenue, with emphasis on roof repairs, HVAC System, and elevators. Other issues, including but not limited to plumbing, electrical, and other operating systems, with the building will be addressed during these projects as well.

HOLIDAY DRIVE BRIDGE REPLACEMENTS 962-2141

Prior Authorizing Resolution: O-66-17

General Obligation Bond Authorization Amount: $1,300,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: Project will include the removal and replacement of three (Bridge #s 281, 282, and 283) short span bridge structures located along Holiday Drive between South 73th Street and Quivira Lane and any appurtenances related thereto any necessary land acquisitions, and associated engineering, design, inspection, removal, replacement, and construction costs.

All work includes necessary traffic control and detour signing, and utility adjustments, necessary to accommodate the improvements as well as all necessary engineering, design, inspection, and all necessary appurtenances and related construction.

HUTTON ROAD, CLEVELAND TO LEAVENWORTH ROAD 970-1215

Prior Authorizing Resolution: R-137-09/R-93-15/O-66-17

General Obligation Bond Authorization Amount: $2,825,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: Complete reconstruction and widening of Hutton Rd from Cleveland Ave northward to Leavenworth Road, including removal of all existing pavement, regarding, replacement with new 2-lane pavement, installation of a storm sewer system, curbs, gutters, sidewalks, and lighting, pavement marking, traffic control modifications, and associated construction costs, including any appurtenances related thereto, any necessary land acquisition, engineering, design.

I-70 AND TURNER DIAGONAL INTERCHANGE RECONSTRUCTION 970-1620 [NEW PROJECT]

Prior Authorizing Resolution: NONE.

General Obligation Bond Authorization Amount: $10,000,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: The project will reconfigure and construct the interchange of I-70 and Turner Diagonal to a Diverging Diamond Interchange (DDI). This configuration would eliminate several of the extra ramps needed and would make this interchange more efficient for traffic flow and future development. The project also includes pedestrian accommodations, signals installation, and storm drainage concerns.

INDUSTRIAL DISTRICT REHAB 2016 941-0116 (AMENDED DESCRIPTION)

Prior Authorizing Resolution: R-78-15

General Obligation Bond Authorization Amount: $250,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: Milling, concrete pouring, asphalt overlay, resurfacing, utility cover adjustments, pavement marking, traffic control modifications, railroad crossing enhancements, Americans With Disabilities Act compliant street to sidewalk access, including any appurtenances related thereto, any necessary land acquisitions, and associated engineering, design, inspection, removal, replacement, and construction costs at the following locations:

Area 3-1-16
Bi-State Drive from Cambridge Circle east 320 feet to the state border

Area 8-53-13
Kansas Avenue from Griffin Road to South 66th Terrace
Kansas Avenue from South 66th Terrace to South 65th Street
Kansas Avenue from South 65th Street to Speaker Road
Kansas Avenue from Speaker Road to Royal Drive

INDUSTRIAL DISTRICT REHAB 2017 941-0117 (AMENDED DESCRIPTION)

Prior Authorizing Resolution: R-80-16/O-66-17

General Obligation Bond Authorization Amount: $500,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: Milling, concrete pouring, asphalt overlay, resurfacing, utility cover adjustments, pavement marking, traffic control modifications, railroad crossing enhancements, Americans With Disabilities Act compliant street to sidewalk access, including any appurtenances related thereto, any necessary land acquisitions, and associated engineering, design, inspection, removal, replacement, and construction costs at the following locations.

Area 1
Fiberglass Road, from Stanley Road to Funston Road,
Fiberglass Road, from Funston Road north 670ft to the Railroad Crossing,

Stanley Road, from Fiberglass Road, northwest 350ft to railroad crossing,
Stanley Road, from Fiberglass Road to Chrysler Road,
Stanley Road, from Chrysler Road to Fairfax Trafficway,
Stanley Road, Fairfax Trafficway to Donovan Road.

Area 4
South 42nd Street, from Speaker Road to Interstate 635 Ramp underpass

INDUSTRIAL DISTRICT REHAB 2018 941-0118 (AMENDED DESCRIPTION)

Prior Authorizing Resolution: O-66-17 (Reimbursement Resolution)

General Obligation Bond Authorization Amount: $600,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: Milling, concrete pouring, asphalt overlay, resurfacing, utility cover adjustments, pavement marking, traffic control modifications, railroad crossing enhancements, Americans With Disabilities Act compliant street to sidewalk access, including any appurtenances related thereto any necessary land acquisitions, and associated engineering, design, inspection, removal, replacement, and construction costs at the following location:

Site #1: Village West Parkway, from State Avenue to Parallel Parkway.

INDUSTRIAL DISTRICT REHAB 2019 941-0119 [NEW PROJECT] (REIMBURSEMENT RESOLUTION)

Prior Authorizing Resolution: NONE.

General Obligation Bond Authorization Amount: $300,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: Milling, concrete pouring, asphalt overlay, resurfacing, utility cover adjustments, pavement marking, traffic control modifications, railroad crossing enhancements, Americans With Disabilities Act compliant street to sidewalk access, including any appurtenances related thereto any necessary land acquisitions, and associated engineering, design, inspection, removal, replacement, and construction costs at locations which will be determined within the Fairfax Industrial District.

JAIL- JUVENILE FACILITY 976-8690 [PUBLIC BUILDING COMMISSION PROJECT] [BUDGET AMENDMENT] (INCREASED AMOUNT)

Prior Authorizing Resolution: R-80-16/O-66-17

PBC Project Authorization Amount: $28,500,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: K.S.A. 12-1757 *et seq.*, as amended by Charter Ordinance CO-1-98 and Charter Resolution CR-1-98

Project Description: Design, engineering, construction of a Juvenile Detention Facility in the northeast area of the county at a location that is bounded by 7^{th} Street on the east, 8^{th} Street on the west, Tauromee Avenue on the south, and Armstrong Avenue on the north. Project may include construction of additional surface parking lots to service the Juvenile Detention Facility, as well as the nearby adult jail facility and courthouse operations.

JAIL – ADULT FACILITY IMPROVEMENTS 976-8687 [PUBLIC BUILDING COMMISSION PROJECT]

Prior Authorizing Resolution: R-80-16/O-66-17

PBC Project Authorization Amount: $3,270,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: K.S.A. 12-1757 *et seq.*, as amended by Charter Ordinance CO-1-98 and Charter Resolution CR-1-98

Project Description: Various improvements to the existing jail facility, including but not limited to roof replacement, chiller replacement, generator improvements, elevator improvements, replacement and repair of cooling towers, and other necessary and related capital improvements to the jail buildings and facilities.

KAW POINT BIO-SOLIDS DIGESTION 963-6045 [NEW PROJECT]

Prior Authorizing Resolution: NONE.

General Obligation Bond or Sewer System Revenue Bond Authorization Amount: $70,500,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09 (for general obligation bonds) and K.S.A. 10-1201 *et seq.* (for sewer system revenue bonds)

Project Description: Design and construct improvements to restore biosolids digestion process at Kaw Point Waste Water Treatment Plant. The non-utilized existing digester tanks will be structurally rehabilitated and new equipment installed so that the Unified Government may stabilize the biosolids produced at Kaw Point to increase disposal options and decrease disposal costs.

KAW RIVER BANK STABILIZATION AT TURKEY CREEK 963-5056 [NEW PROJECT]

Prior Authorizing Resolution: NONE.

General Obligation Bond Authorization Amount: $5,000,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: Repair and restoration of a portion of the Kaw River Bank adjacent to the Turkey Creek outfall into the Kaw River. Additional work includes replacing the wingwall, providing stronger stabilization for the riverbank and restoring the Levee wall / Headwall.

LEAVENWORTH ROAD 63RD TO 38TH STREET – STORM WATER IMPROVEMENTS 963-5047

Prior Authorizing Resolution: R-80-16

General Obligation Bond Authorization Amount: $600,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: Construct improvements along 2.8 miles of Leavenworth Road (also designated K-5 State Highway), from 38th Street to 63rd Street. The work includes replacement of existing storm drainage inlets and pipes, and extension of existing drainage culverts. All work includes necessary traffic control and detour signing, and utility adjustments, necessary to accommodate the improvements as well as all necessary engineering, design, inspection, all necessary appurtenances and related construction.

LEAVENWORTH ROAD 78TH TO 63RD STREET 970-1612

Prior Authorizing Resolution: O-66-17

General Obligation Bond Authorization Amount: $9,000,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: Project will include the milling, concrete pouring, asphalt overlay, resurfacing, utility cover adjustments, pavement marking, traffic control modifications, Americans With Disabilities Act compliant street to sidewalk access, along 1.8 miles of Leavenworth Road, from 63rd Street to 78th Street and any appurtenances related thereto any necessary land acquisitions, and associated engineering, design, inspection, removal, replacement, and construction costs.

All work includes necessary traffic control and detour signing, and utility adjustments, necessary to accommodate the improvements as well as all necessary engineering, design, inspection, and all necessary appurtenances and related construction.

MAINTENANCE FACILITY – KANSAS AVENUE 973-9232 (INCREASED AMOUNT) (NAME CHANGE)

Prior Authorizing Resolution: R-028-09

General Obligation Bond Authorization Amount: $2,100,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: Retrofit of an existing building at 5440 Kansas Avenue to accommodate staff and materials for maintenance of UG Vehicles. Improvements to HVAC, structural, plumbing, office spaces, parking lot, equipment lifting elements, and electrical systems will all be a part of this project.

MEMORIAL HALL HVAC 969-8208

Prior Authorizing Resolution: R-80-16

General Obligation Bond Authorization Amount: $2,750,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description:
This project will include demolition of the existing equipment and installation of a new, more efficient, air conditioning system. Below is a list of the major mechanical pieces of equipment to be replaced.

- Air Conditioning Compressors, Chillers and Condensers
- Chilled Water Pump
- Chilled Water "Spray Booth"
- Cooling Tower Pump
- Cooling Tower
- Steam Bank
- Blower Fan and Motor
- Boilers and Support Equipment

The electrical systems, which serve this equipment, will also be upgraded.

The existing mechanical room will be relocated from the sub-basement level to basement floor, as well as any modifications necessary to bring the space into compliance with current codes and regulations.

Modifications will also be performed as necessary to bring the existing water service to the building into compliance with current codes regarding cross- connection control.

Project scope of work will also include new boilers and all associated mechanical upgrades to facilitate the improvements.

<u>Additional Air Conditioning Equipment</u>
This project will include installation of air conditioning systems to serve the meeting rooms and offices in the northeast and southeast corners of the building, and the dressing rooms adjacent to the stage. A separate air conditioning system for the grand ballroom will also be provided.

METROPOLITAN BIKEWAY IMPROVEMENTS 970-1614

Prior Authorizing Resolution: O-66-17

General Obligation Bond Authorization Amount: $350,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: Project will include the addition of installation of designated bike lanes and "sharrows" along a 2.2 mile portion of Metropolitan Avenue, Strong Avenue and 24th Street and any appurtenances related thereto any necessary land acquisitions, and associated engineering, design, inspection, removal, replacement, and construction costs.

All work includes necessary traffic control and detour signing, and utility adjustments, necessary to accommodate the improvements as well as all necessary engineering, design, inspection, and all necessary appurtenances and related construction.

MINNESOTA AVENUE, 6TH ST TO 7TH ST IMPROVEMENTS 970-1619 [NEW PROJECT]

Prior Authorizing Resolution: NONE.

General Obligation Bond Authorization Amount: $1,230,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: Project will include the improvements to the streetscape of the project area. Elements of the project will be curb and gutter, sidewalk, planting areas, road surface, stormwater concerns, parking issues, and other necessary improvements and related construction.

NEIGHBORHOOD STREET RESURFACING, 2018 941-0218

Prior Authorizing Resolution: O-66-17

General Obligation Bond Authorization Amount: $1,800,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: Milling, concrete pouring, asphalt overlay, resurfacing, utility cover adjustments, pavement marking, traffic control modifications, railroad crossing enhancements, Americans With Disabilities Act compliant street to sidewalk access, including any appurtenances related thereto any necessary land acquisitions, and associated engineering, design, inspection, removal, replacement, and construction costs at the following locations:

AREA 1 - 54B
North 53rd Street, from Neva Drive to Edith Avenue
North 52nd Terrace, from E. Barker Cir to Neva Drive
Edith Court, from N. 53rd Street to N. 53rd Street
North 53rd Street, from Edith Avenue to Sloan Avenue
North 53rd Terrace, from Sloan Avenue to N. to End of Pavement
Edith Avenue, from N. 53rd Street to N. 51st Street
Sloan Avenue, from N. 53rd Terrace to W. to End of Pavement

AREA 1 - 64
Sloan Avenue, from 59th Street to 58th Street
Sloan Avenue, from 58th Street to 57th Street
Sloan Avenue, from 57th Street to 56th Terrace
Sloan Avenue, from 56th Terrace to 55th Street
North 57th Street, from Sloan Avenue to Sewell Avenue.
North 57th Street, from Sewell Avenue to North to End of Pavement
Sewell Avenue, from North 57th Street/ to North 56th Place
North 56th Place from Sewell Avenue to North to End of Pavement
North 56th Terrace from Sloan Avenue. to North to End of Pavement

AREA 1 - 65
Farrow Avenue, from North 57th Street to North 55th Terrace
Farrow Avenue, from North 55th Terrace to North 55th Street
North 55th Terrace, from Farrow Avenue to Leavenworth Road

AREA 1 - 66
North 58th Street, from Yecker Avenue, to Webster Avenue
North 58th Street, from Webster Avenue, to Leavenworth Road
Webster Avenue, from North 59th Street to North 58th Street
Yecker Avenue, from North 59th Street to North 58th Street

AREA 1 – 68
North 40th Street, from Parallel Parkway to Greeley Avenue
North 40th Street, from Greeley Avenue, to Haskell Avenue
North 40th Street, from Haskell Avenue, to Montadon Lane
Montadon Lane, from North 38th Street to North 40th Street
Haskell Avenue, from North 37th Street to North 38th Street
Haskell Avenue, from North 38th Street to North 40th Street
Greeley Avenue, from North 38th Street to North 40th Street

AREA 1 - 69
North 21st Street, from Rowland Avenue to Georgia Avenue,
North 21st Street, from Georgia Avenue to Longwood Avenue
North 21st Street, from Longwood Avenue, to Quindaro Boulevard

AREA 2 - 52
Shawnee Avenue, from South 10th Street to Ferree Street
Shawnee Avenue, from Ferree Street to Argentine Boulevard
Shawnee Avenue, from Argentine Blvd. to Boeke Street
Shawnee Avenue, from Boeke Street to South 9th Street
Shawnee Avenue, from South 9th Street to Mill Street
Shawnee Avenue, from Mill Street to South 8th Street
Shawnee Avenue, from South 8th Street to Coy Street
Shawnee Avenue, from Coy Street to Pyle Street
Shawnee Avenue, from Pyle Street to South 7th Street

AREA 2 - 56

Armstrong Avenue, from 18th Street to 17th Street
Armstrong Avenue, from 17th Street to 16th Street
Armstrong Avenue, from 16th Street to 14th Street
Ann Avenue, from 18th Street to 17th Street
Ann Avenue, from 17th Street to 16th Street
Barnett Avenue, from 18th Street to 17th Street
Barnett Avenue, from 17th Street to 16th Street
16th Street, from Tauromee Avenue, to Barnett Avenue
16th Street, from Barnett Avenue, to Ann Avenue,
16th Street, from Ann Avenue, to Armstrong Avenue
16th Street, from Armstrong Avenue, to Minnesota Avenue
15th Street, from Tauromee Avenue, to North to End of Pavement
Sandusky Avenue, from 15th Street to 14th Street
Sandusky Avenue, from 14th Street to 13th Street

AREA 3 - 41
Early Drive, from Shawnee Road to North 100 feet
Early Street, from Shawnee Road to South 100 feet
8th Street, from Shawnee Road to South 100 feet
Coy Street, from Shawnee Road to South 100 feet
Pyle Street, from Shawnee Road to South 100 feet
7th Street, from Shawnee Road to South 100 feet
Tremont Street, from Shawnee Road to South 100 feet
St. Paul Street, from Shawnee Road to North 100 feet
St. Paul Street, from Shawnee Road to South 100 feet
6th Street, from Shawnee Road to South 100 feet
Ruby Drive, from Shawnee Road to NW 100 feet

AREA 3-41A
10th Street, from Shawnee Road to South 100 feet
Boeke Street, from Shawnee Road to North 100 feet
9th Street, from Shawnee Road to North 100 feet
Mill Terrace, from Shawnee Road to South 150 feet
Mill Street, from Shawnee Road to North 150 feet
Shawnee Rd, from Mill Street to W. 150 feet
Shawnee Rd, from Mill Street to E. 150 feet

AREA 3-55A
Booth Street, from 45th Avenue to 46th Avenue
Adams Street, from W. 45th Avenue, to W. 47th Avenue
45th Avenue, from Springfield Street to Booth Street
45th Avenue, from Booth Street to Adams Street
45th Avenue, from Adams Street to Rainbow Blvd

AREA 3-55B
Lloyd Street, from 43rd Avenue to 44th Avenue
Lloyd Street, from 44th Avenue to 47th Avenue
Fisher Avenue, from 43rd Avenue to 44th Avenue

Pearl Street, from 43rd Avenue to 44th Avenue
South 11th Street, from Douglas Avenue, to McDowell Ln
McDowell Ln, from South 11th Street to Southwest Blvd

AREA 4 - 46
Nebraska Avenue, from 8th Street to 7th Street
Nebraska Avenue, from 7th Street to 6th Street
Nebraska Avenue, from 6th Street to 5th Street

AREA 4 - 47
21st Street, from South from End of Pavement to Homer Avenue
Homer Avenue, from 21st Street to Pacific Avenue

AREA 4-53
Stewart Avenue, from North 27th Street to North 25th Street
Stewart Avenue, from North 25th Street to North 24th Street
Stewart Avenue, from North 24th Street to North 22nd Street
Stewart Avenue, from North 22nd Street, to North 22nd Street
Stewart Avenue, from North 22nd Street, to North 18th Street

AREA 4-58
Ridge Avenue, from South 26th Street to South 25th Street
Ridge Avenue, from South 25th Street to South 24th Street
Ridge Avenue, from South 24th Street to South 23rd Street
Ridge Avenue, from South 23rd Street to South 22nd Street
Ridge Avenue, from South 22nd Street to South 21st Street
Ridge Avenue, from South 21st Street to South 20th Street
Ridge Avenue, from South 20th Street to South 19th Street
Ridge Avenue, from South 19th Street to South 18th Street

AREA 4-59
Ohio Avenue, from South 32nd Street to South 31st Street
Ohio Avenue, from South 31st Street to South 30th Street
Ford Avenue, from South 32nd Street to South 31st Street
Ford Avenue, from South 31st Street to South 30th Street
South 31st Street, from Ohio Avenue, to Ford Avenue
South 32nd Street, from Ohio Avenue, to Ford Avenue

AREA 5-71
Lathrop Avenue, from North 122nd Street to North 121st Terrace
Russell Avenue, from North 123rd Street to North 122nd Terrace
Russell Avenue, from North 122nd Terrace, to North 122nd Street
Russell Avenue, from North 122nd Street to North 121st Terrace
North 122nd Terrace, from Leavenworth Road to Russell Avenue
North 122nd Street, from Leavenworth Road to Russell Avenue
North 122nd Street, from Russell Avenue, to Lathrop Avenue
North 121st Terrace, from Leavenworth Road to Russell Avenue
North 121st Terrace, from Russell Avenue, to Lathrop Avenue

AREA 5-72
Kimball Avenue, from North 110th Terrace, to North 109th Terrace
Kimball Avenue, from North 109th Street to Hutton Road
Georgia Avenue, from North 110th Terrace, to North 109th Terrace
Georgia Avenue, from North 109th Terrace, to Hutton Road
North 110th Terrace, from Georgia Avenue, to Kimball Avenue
North 109th Terrace, from Georgia Avenue, to Kimball Avenue
North 109th Street, from Hutton Road to Kimball Avenue

AREA 5-73
Haskell Avenue, from Hutton Road to North 111th Terrace

AREA 5-75
Everett Court, from North 81st Street to E to Cul de Sac
Washington Avenue, from North 82nd Street to North 81st Terrace
Washington Avenue, from North 81st Terrace to North 81st Street
Washington Avenue, from North 81st Street to North 80th Street
Nebraska Avenue, from North 81st Terrace to North 80th Street
Arcadia Avenue, from North 81st Terrace to North 80th Street
North 81st Terrace, from Washington Avenue, to North 81st Street
North 81st Terrace, from North 81st Terrace to Nebraska Avenue
North 81st Terrace, from Nebraska Avenue, to Arcadia Avenue
North 81st Street, from Oakland Avenue to Everett Court
North 81st Street, from Everett Ct. to Washington Avenue
North 81st Street, from Washington Avenue, to North 81st Terrace
North 80th Street, from Washington Avenue, to Nebraska Avenue
North 80th Street, from Nebraska Avenue, to Arcadia Avenue
North 80th Street, from Arcadia Avenue, to State Avenue

AREA 6-44
Gibbs Road, from 43rd Street West 100ft
Gibbs Road, from 43rd Street to 42nd Street
Gibbs Road, from 42nd Street to 39th Street
Gibbs Road, from 39th Street to 38th Street
Gibbs Road, from 38th Street to 37th Street
Gibbs Road, from 37th Street to 35th Street
Gibbs Road, from 35th Street to 34th Street

AREA 6 - 47
49th Drive, from Argentine Blvd. to Edgehill Drive
49th Drive, from Edgehill Drive to August Lane
49th Drive, from August Lane to Swartz Avenue
50th Drive, from Edgehill Drive to August Lane
August Court, from 50th Terrace to W. to dead end
August Lane, from August Ct. to 50th Drive
August Lane, from 50th Drive to 49th Drive
Edgehill Drive, from 50th Terrace to 50th Drive

Edgehill Drive, from 50th Drive to 49th Drive
Argentine Blvd., from 51st Street to 50th Terrace
Argentine Blvd., from 50th Terrace to 49th Drive
50th Terrace, from Argentine Blvd to Edgehill Drive
50th Terrace, from Edgehill Drive to Pawnee Avenue
50th Terrace, from Pawnee Avenue, to August Ct.

AREA 6-67
Shawnee Drive, from South 48th Street to Highland Drive
Shawnee Drive, from Highland Drive to Locust Street
Shawnee Drive, from Locust Street to Maxie Ct.
Shawnee Drive, from Maxie Ct. to Oliver Ct.
Shawnee Drive, from Oliver Ct. to South 49th Terrace
Shawnee Drive, from South 49th Terrace to County Line Road

AREA 7 - 24

98th Street, from State Avenue, to South to EB I-70 Overpass

NEIGHBORHOOD STREET RESURFACING, 2019 941-0219 [NEW PROJECT]

Prior Authorizing Resolution: NONE.

General Obligation Bond Authorization Amount: $1,810,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: Milling, concrete pouring, asphalt overlay, resurfacing, utility cover adjustments, pavement marking, traffic control modifications, railroad crossing enhancements, Americans With Disabilities Act compliant street to sidewalk access, including any appurtenances related thereto any necessary land acquisitions, and associated engineering, design, inspection, removal, replacement, and construction costs at the following locations:

MATNEY AVENUE, from 51ST STREET to 50TH STREET
MELODY LANE from 51ST STREET to 50TH STREET
12TH STREET from SHAWNEE AVENUE, to CUSTER AVENUE
12TH STREET from HASBROOK AVENUE, to SHAWNEE AVENUE
26TH STREET from EVERETT AVENUE, to OAKLAND AVENUE
OAK GROVE ROAD from 51ST STREET to 50TH STREET
OAKLAND AVENUE, from 25TH STREET to 24TH STREET
OAKLAND AVENUE, from 26TH STREET to 25TH STREET
OAKLAND AVENUE, from 27TH STREET to 26TH STREET
OAKLAND AVENUE, from 28TH STREET to 27TH STREET
OHIO AVENUE, from 30TH STREET to 29TH STREET
OHIO AVENUE, from 31ST STREET to 30TH STREET
OHIO AVENUE, from 32ND STREET to 31ST STREET
OTTAWA STREET from 51ST STREET to HIGHLAND DRIVE
25TH STREET from EVERETT AVENUE, to OAKLAND AVENUE

25TH STREET from OAKLAND AVENUE, to FREEMAN AVENUE
26TH STREET from WASHINGTON AVENUE, to EVERETT AVENUE
26TH STREET from OAKLAND AVENUE, to FREEMAN AVENUE
59TH TERRACE from EDITH AVENUE, to SEWELL AVENUE
RICHMOND AVENUE, from 48TH STREET to 47TH STREET
SHAWNEE AVENUE, from VALLEY STREET to 12TH STREET
SHAWNEE AVENUE, from 14TH STREET to VALLEY STREET
SLOAN AVENUE, from 60TH TERRACE to 60TH STREET
SLOAN AVENUE, from 61ST STREET to 60TH TERRACE
27TH STREET from EVERETT AVENUE, to OAKLAND AVENUE
VALLEY STREET from SHAWNEE AVENUE, to CUSTER AVENUE
VALLEY STREET from HASBROOK AVENUE, to SHAWNEE AVENUE
WOOD AVENUE, from 48TH STREET to 47TH STREET
WOOD AVENUE, from 49TH TERRACE to 49TH STREET
51ST STREET from HARMONY DRIVE to DODSON AVENUE
51ST STREET from MELODY LANE to HARMONY DRIVE
51ST STREET from HAGEMANN STREET to OTTAWA STREET
51ST STREET from ALMA STREET to HAGEMANN STREET
51ST STREET from CRESTREET DRIVE to ALMA STREET
CAMBRIDGE STREET from 43RD AVENUE, to 42ND AVENUE
CUSTER AVENUE, from VALLEY STREET to 12TH STREET
CUSTER AVENUE, from 14TH STREET to VALLEY STREET
24TH STREET from EVERETT AVENUE, to OAKLAND AVENUE
24TH STREET from OAKLAND AVENUE, to FREEMAN AVENUE
27TH STREET from OAKLAND AVENUE, to FREEMAN COURT
29TH STREET from SOUTH END to OHIO AVENUE,
30TH STREET from FORD AVENUE, to OHIO AVENUE
30TH STREET from OHIO AVENUE, to ORVILLE AVENUE
31ST STREET from FORD AVENUE, to OHIO AVENUE
31ST STREET from OHIO AVENUE, to ORVILLE AVENUE
48TH STREET from WOOD AVENUE, to RICHMOND AVENUE
49TH STREET from HOLT LANE to WOOD AVENUE
50TH STREET from MATNEY AVENUE, to GIBBS ROAD
50TH STREET from DODSON AVENUE, to MATNEY AVENUE
50TH STREET from HARMONY DRIVE to DODSON AVENUE
50TH STREET from MELODY LANE to HARMONY DRIVE
51ST STREET from MATNEY AVENUE, to GIBBS ROAD
51ST STREET from DODSON AVENUE, to MATNEY AVENUE
EVERETT AVENUE, from 25TH STREET to 24TH STREET
EVERETT AVENUE, from 26TH STREET to 26TH STREET
EVERETT AVENUE, from 27TH STREET to 26TH STREET
EVERETT AVENUE, from 28TH STREET to 27TH STREET
HARMONY DRIVE from 51ST STREET to 50TH STREET
42ND AVENUE, from CAMBRIDGE STREET to STATE LINE ROAD
42ND AVENUE, from EATON STREET to CAMBRIDGE STREET
42ND AVENUE, from FRANCIS STREET to EATON STREET
42ND AVENUE, from RAINBOW BLVD to FRANCIS STREET
FRANCIS STREET from 42ND AVENUE, to 41ST AVENUE

EATON STREET from 42ND AVENUE, to 41ST AVENUE
41ST AVENUE, from CAMBRIDGE STREET to STATE LINE ROAD
CAMBRIDGE STREET from 42ND AVENUE, to 41ST AVENUE
60TH STREET from EDITH AVENUE, to SLOAN AVENUE
60TH STREET from SLOAN AVENUE, to SEWELL AVENUE
60TH TERRACE from EDITH AVENUE, to SLOAN AVENUE
61ST STREET from PARKVIEW AVENUE, to EDITH AVENUE
61ST STREET from EDITH AVENUE, to EDITH AVENUE
CATHERINE AVENUE, from 49TH STREET to CATHERINE AVENUE
CATHERINE AVENUE, from WEST END to 49TH STREET
HIGHLAND DRIVE from OTTAWA STREET to HAGEMANN STREET
HIGHLAND DRIVE from HAGEMANN STREET to ALMA STREET
HIGHLAND DRIVE from ALMA STREET to 49TH STREET
FORD AVENUE, from 31ST STREET to 30TH STREET
FORD AVENUE, from 32ND STREET to 31ST STREET
EVERETT AVENUE, from 25TH STREET to 25TH STREET
EVERETT AVENUE, from 26TH STREET to 25TH STREET
28TH STREET from OHIO AVENUE, to ORVILLE AVENUE
OHIO AVENUE, from WEST END to 28TH STREET
61ST STREET from EDITH AVENUE, to SLOAN AVENUE,
EDITH AVENUE, from 59TH TERRACE to 59TH STREET
EDITH AVENUE, from 60TH STREET to 59TH TERRACE
EDITH AVENUE, from 60TH TERRACE to 60TH STREET
EDITH AVENUE, from 61ST STREET to 60TH TERRACE
49TH TERRACE from WOOD AVENUE, to 49TH TERRACE
UNNAMED - 7997 from GARFIELD AVENUE, to EAST END
DODSON AVENUE, from 51ST STREET to 50TH STREET
51ST STREET from OAK GROVE ROAD to MELODY LANE
51ST STREET from OTTAWA STREET to OAK GROVE ROAD
COUNTRYSIDE DRIVE from MILLER LANE to HUTTON ROAD
COUNTRYSIDE DRIVE from MILLER LANE to MILLER LANE
COUNTRYSIDE DRIVE from MILLER LANE to MILLER LANE
COUNTRYSIDE DRIVE from MILLER LANE to 108TH STREET
COUNTRYSIDE DRIVE from 108TH STREET to MILLER LANE
COUNTRYSIDE DRIVE from MILLER LANE to MILLER LANE
PRESTWICK DRIVE from PRESTWICK LANE to CLUBHOUSE DRIVE
PRESTWICK COURT from PRESTWICK LANE to NE END
PRESTWICK LANE from PRESTWICK COURT to PRESTWICK DRIVE
PRESTWICK LANE from PRESTWICK DRIVE to PRESTWICK COURT
PRESTWICK CIR from WEST END to PRESTWICK DRIVE
PRESTWICK DRIVE from PRESTWICK LANE to PRESTWICK CIR
PRESTWICK DRIVE from PRESTWICK CIR to PRESTWICK LANE
MILLER LANE from 109TH STREET to COUNTRYSIDE DRIVE
109TH STREET from MILLER LANE to NORTH END
108TH STREET from MILLER LANE to 108TH STREET
108TH STREET from 108TH STREET to 108TH STREET
MILLER LANE from 108TH STREET to 108TH STREET
MILLER LANE from 108TH STREET to COUNTRYSIDE DRIVE

108TH STREET from COUNTRYSIDE DRIVE to MILLER LANE
108TH STREET from HUBBARD ROAD to COUNTRYSIDE DRIVE
MILLER LANE from COUNTRYSIDE DRIVE to 108TH STREET
123RD TERRACE from AUGUSTA DRIVE to MERION DRIVE
AUGUSTA DRIVE from NELSON LANE to NELSON LANE
MERION DRIVE from 124TH STREET to 123RD TERRACE
123RD TERRACE from MERION DRIVE to PINEHURT DRIVE
PINEHURT DRIVE from 124TH STREET to 123RD TERRACE
124TH STREET from PINEHURT DRIVE to HOLLINGSWORTH ROAD
124TH STREET from MERION DRIVE to PINEHURT DRIVE
AUGUSTA DRIVE from NELSON LANE to 124TH STREET
AUGUSTA DRIVE from 124TH STREET to 123RD TERRACE
NELSON LANE from AUGUSTA DRIVE to AUGUSTA DRIVE
123RD TERRACE from CLUBHOUSE DRIVE to AUGUSTA DRIVE
124TH TERRACE from CLUBHOUSE DRIVE to NORTH END
124TH STREET from CLUBHOUSE DRIVE to AUGUSTA DRIVE
CATHERINE AVENUE, from CATHERINE AVENUE, to CATHERINE AVENUE
CATHERINE AVENUE, from CATHERINE AVENUE, to CATHERINE AVENUE
49TH TERRACE from 49TH TERRACE to 49TH TERRACE
49TH TERRACE from 49TH TERRACE to 49TH TERRACE
50TH COURT from 50TH COURT to 50TH COURT
50TH COURT from 50TH COURT to 50TH COURT
UNNAMED - 7776 from 47TH STREET to NW END
LEA COURT from NW END to 49TH STREET
50TH COURT from WOOD AVENUE, to 50TH COURT
RICHMOND AVENUE, from 49TH STREET to 48TH STREET
EDITH AVENUE, from 63RD STREET to 61ST STREET
GARFIELD AVENUE, from 49TH STREET to UNNAMED - 7997
WOOD AVENUE, from 50TH COURT to 49TH TERRACE
SUNTREE PLACE from ROE LANE to SUNTREE PLAZA
SUNTREE PLACE from SUNTREE PLAZA to 10TH STREET
SUNTREE PLAZA from COUNTY LINE ROAD to SUNTREE PLACE
50TH STREET from HIGHLAND DRIVE to MELODY LANE
49TH STREET from GARFIELD AVENUE, to CATHERINE AVENUE
49TH STREET from RICHMOND AVENUE, to GARFIELD AVENUE
49TH STREET from LEA COURT to RICHMOND AVENUE
49TH STREET from WOOD AVENUE, to LEA COURT
29TH STREET from OHIO AVENUE, to ORVILLE AVENUE
25TH STREET from 25TH STREET to EVERETT AVENUE
41ST AVENUE, from EATON STREET to CAMBRIDGE STREET
41ST AVENUE, from FRANCIS STREET to EATON STREET
HAGEMANN STREET from 51ST STREET to 49TH TERRACE
ALMA STREET from 51ST STREET to HIGHLAND DRIVE
HIGHLAND DRIVE from OAK GROVE ROAD to OTTAWA STREET
EVERETT AVENUE, from 24TH STREET to 23RD STREET
25TH STREET from 25TH STREET to EVERETT AVENUE
24TH STREET from WASHINGTON BLVD to EVERETT AVENUE
WOOD AVENUE, from 49TH STREET to 48TH STREET

NEW BOILERS MUNICIPAL OFFICE BUILDING/CITY HALL 969-8171

Prior Authorizing Resolution: R-82-15

General Obligation Bond Authorization Amount: $750,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: This project will cover all design, engineering testing, operational certification testing, and construction cost for two (2) new replacement boilers for the Municipal Office Building. Included in the project will be the associated mechanical, plumbing, and electrical items required to fully integrate the new boilers with the existing building heating system. Project will include all required demolition, abatement, and reinstallation of other support systems units to install the new boilers. The project cost will include but is not limited to removal of existing units to provide a clear access route to the boilers' original locations.

NORTH 34TH STREET BOX CULVERT 962-2142

Prior Authorizing Resolution: R-80-16

General Obligation Bond Authorization Amount: $380,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: Replace existing structure located approximately 125 feet south of the intersection of N. 34th Street and Georgia, and approximately 175 feet north of the intersection of N. 34th St. and Rowland Avenue. Structure is a small bridge with a 9' span on stone backwalls.

PARALLEL PARKWAY AND K-7 INTERSECTION IMPROVEMENTS 970-1617 [NEW PROJECT]

Prior Authorizing Resolution: NONE.

General Obligation Bond Authorization Amount: $600,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: Project would include the reconstruction of the intersection of K-7 Highway and Parallel Parkway from its current 4-way signalized configuration to a restricted crossing u-turn style intersection that would reduce the amount of conflict points for motorists. This would involve the removal and replacement of the current signals, pavement, medians, and approaches to the new designs and specifications for the restricted cross u-turn.

PARALLEL RESURFACING, 82ND TO 89TH STREET 970-1332

Prior Authorizing Resolution: O-66-17

General Obligation Bond Authorization Amount: \$500,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: Project will include the milling, concrete pouring, asphalt overlay, resurfacing, utility cover adjustments, pavement marking, traffic control modifications, Americans With Disabilities Act compliant street to sidewalk access, along 1.0 miles of Parallel Parkway from the intersection at 82nd Street, to the intersection at 90th Street and any appurtenances related thereto any necessary land acquisitions, and associated engineering, design, inspection, removal, replacement, and construction costs.

All work includes necessary traffic control and detour signing, and utility adjustments, necessary to accommodate the improvements as well as all necessary engineering, design, inspection, and all necessary appurtenances and related construction.

PARKING MANAGEMENT SYSTEMS, TICKET SPITTER, CASH REGISTERS 969-8215 [NEW PROJECT]

Prior Authorizing Resolution: NONE.

General Obligation Bond Authorization Amount: \$175,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: CO-03-09

Project Description: Project is upgrading the parking control system infrastructure including control hardware, ticket spitters, paying machines, gate arms and boxes, and cash registers in the following locations:.
Surface Lots: Downtown
Lot # 3 - Located on South side of Barnett Avenue. Between 6th & 7th Street
Parking Garages: Downtown
Parking garage A - Located on North side of State Avenue. Between 7th & 8th Street
Parking garage C- Located on North side of Armstrong Avenue. Between 7th & 8th Street
Parking garage D- Located between Ann Avenue and Barnett Avenue. Between 7th & 8th Street
Parking garage E- Located on North side of Barnett Avenue. Between 6th & 7th Street
E Reserve- Located on between Ann Avenue and Barnett Avenue. Between 6th & 7th Street

PEDESTRIAN ACCESS TO TRANSIT 970-1232

Prior Authorizing Resolution: O-66-17

General Obligation Bond Authorization Amount: \$350,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: Project will include the milling, concrete pouring, asphalt overlay, resurfacing, utility cover adjustments, pavement marking, traffic control modifications, Americans With Disabilities Act compliant street to sidewalk access, at or around approximately 15 locations throughout the RideKC and Unified Government transit networks within the Kansas City, Kansas limits and any appurtenances related thereto any necessary land acquisitions, and associated engineering, design, inspection, removal, replacement, and construction costs.

All work includes necessary traffic control and detour signing, and utility adjustments, necessary to accommodate the improvements as well as all necessary engineering, design, inspection, and all necessary appurtenances and related construction.

PIPER CREEK INTERCEPTOR 963-6046 [NEW PROJECT]

Prior Authorizing Resolution: NONE.

General Obligation Bond Authorization Amount: $9,500,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: Installation and construction of a new sanitary sewer interceptor line along the Piper Creek Sewer-shed that will allow for flow to the new Wolcott Treatment Plant. Project will also include improvements to existing pump stations along this flow route to increase capacity and efficiency for future needs.

PLANT 20 BIO-SOLIDS DEWATERING 963-6047 [NEW PROJECT]

Prior Authorizing Resolution: NONE.

General Obligation Bond Authorization Amount: $5,000,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: Rehabilitate and relocate existing equipment from the Kaw Point Wastewater Treatment Plant to Plant 20 to replace equipment that has outlived its useful life.

PLANT 20 & 3 EQUIPMENT AND STRUCTURAL REHAB 963-6132 (NAME AND DESCRIPTION AMENDED)

Prior Authorizing Resolution: O-66-17

General Obligation Bond Authorization Amount: $3,000,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: Project will include the engineering, and installation for the replacement of the influent bar screens and bar screen conveyor system at Treatment Plant 20 and Treatment Plant 3. Currently, treatment plant #20 and #3 have aged bar screens that are failing and have deteriorated past the point of repair. The bar screens are necessary to remove the larger debris before entering the treatment facility in order to save wear and tear on the pumps and other equipment within the treatment plant.

POLICE TOW LOT 969-8212

Prior Authorizing Resolution: R-80-16

General Obligation Bond Authorization Amount: $5,000,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: The governing body hereby determines that it is necessary to design, engineer, construct, repair, or improve a Police Tow Lot within the boundaries of Kansas City, Kansas at a location to be determined.

PRIORITY TRAFFIC SIGNAL REPLACEMENTS 2018 943-0118

Prior Authorizing Resolution: O-66-17

General Obligation Bond Authorization Amount: $800,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: Evaluation and complete removal of existing non-warranted traffic signals that may include: 8th and Armstrong, 8th and Ann, 9th and Quindaro, and 10th at Walker. Design and complete reconstruction of the traffic signal at from the priority list that may include 6th and Ann, 6th and Armstrong, 5th and State Avenue, 13th and Washington, 10th and Kansas Avenue, 10th and Pacific, 10th and State Avenue, 59th and Leavenworth Road pole replacement. Reconstruction includes new poles, mast arms, controllers, underground conduits and wiring, video and pavement vehicle detectors, associated curbs, sidewalks, pavement repairs, Americans With Disabilities Act accessible ramps, signing, and pavement markings. This project includes all associated construction costs and any appurtenances related thereto, any necessary land acquisition, engineering, and design as well as concept design of adjacent signals and coordination. This include equipment upgrades to existing traffic signal to connect to the fiber optic communication network along Parallel Parkway west of College Parkway, State Avenue west of 94th street and other locations along the new fiber optic communication network.

PRIORITY TRAFFIC SIGNAL REPLACEMENTS 2019 943-0119 [NEW PROJECT]

Prior Authorizing Resolution: NONE.

General Obligation Bond Authorization Amount: $800,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: The project will be focused on traffic signal equipment upgrades to improve operation efficiency and connection to the communication network. Scope of work includes but is not limited to upgrades to the communication switches, underground connection to backbone fiber network, and upgrades to traffic signal controller, servers, and software. The scope of work also includes equipment upgrades to signalized intersections along K-7 intersections from Parallel Parkway to Polfer Road. These signalized intersections will be added to the Operation Green Light communication network. The primary locations that would receive upgrades are the signalized intersections along State Avenue, Parallel Parkway, Minnesota Avenue, K-32 and any other adjacent to the new UG/UPN fiber optic network.

PUMP STATION 18, 5, 4 UPGRADE 963-6131 (INCREASED AMOUNT)

Prior Authorizing Resolution: O-66-17

General Obligation Bond Authorization Amount: $3,450,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: Project will require the study, design, construction, inspection, and testing to repair and/or replace the existing force main between pump station #18 and pump station #5, and the force main between pump station #5 and pump station #4 as well as structural upgrades. The aging infrastructure combined with the consequence of failure on these facilities has moved this project up the priority list.

PUMP STATION ELIMINATION 963-6124

Prior Authorizing Resolution: R-82-14/R-95-15

General Obligation Bond Authorization Amount: $5,750,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: Demolition and removal of Pump Station #12 at 3108 W 43rd Str. Construction of approximately 1,440 feet of sanitary sewer main from 3108 W 43rd St to the southwest connecting to existing manhole number 052-032, all in Kansas City, Kansas. Construction of 240 feet of storm sewer parallel to a portion of the sanitary sewer. The project includes but not limited to pipe removal, replacement or installation, manhole rehabilitation or installation, and restoration of sanitary and storm water facilities including any necessary land acquisition, engineering, design, associated construction costs, and any appurtenances related thereto.

PUMP STATIONS SCADA 963-6354

Prior Authorizing Resolution: R-80-16

General Obligation Bond Authorization Amount: $5,500,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: Project will include design and construction to upgrade hardware, software, instrumentation, controls and electrical at pump stations and wastewater treatment plants system wide.

RAILROAD CROSSING IMPROVEMENT, 2018 941-1018

Prior Authorizing Resolution: O-66-17 (Reimbursement Resolution)

General Obligation Bond Authorization Amount: $150,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: Project includes public safety improvements at railway street crossings located on Sunshine Road, west of Chrysler Road, and Funston Road, west of Chrysler Road. Improvements to include crossing surfaces, roadway approaches, all necessary traffic marking, detours, pavement markings, and area restoration.

RELOCATION OF SEWER OFFICE, STORAGE & MAINTENANCE FACILITIES 963-6039 (INCREASED AMOUNT)

Prior Authorizing Resolution: R-114-13/R-98-15

General Obligation Bond Authorization Amount: $11,000,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: This project involves the building of new facilities to house sewer maintenance offices for staff, equipment, and vehicles. Project may or may not include the purchase of ground to build on based on research by outside consultants for optimum site location. Building facility would include offices as well as garage space for large vehicles and equipment and supplies used in the sewer maintenance section including any appurtenances related thereto, and any associated inspection, engineering, design, and construction costs. Location and size of building has not yet been determined.

RIVERVIEW AVENUE BRIDGE REPLACEMENT 962-9246

Prior Authorizing Resolution: R-114-15/ R-80-16

General Obligation Bond Authorization Amount: $8,800,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: Replace existing Riverview Avenue Bridge over Turner Diagonal with a new at-grade intersection including all new roadwork construction, demolition and removal of existing bridge and approaches, traffic signal, required geometric improvements, sidewalk and street lighting installations, inlets and other drainage structures, miscellaneous grading, new curb and gutter construction, pavement repairs and markings, milling, resurfacing, and associated construction costs, including any appurtenances related thereto, including removal and replacement.

All work includes necessary traffic control and detour signing and utility adjustments to accommodate the improvements as well as right-of-way and easement acquisition, all necessary engineering, design, inspection, appurtenances, and related construction.

ROUTE 107 BUS STOP AND STATION UPGRADES 970-1225

Prior Authorizing Resolution: R-114-14

General Obligation Bond Authorization Amount: $760,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: Construction of 4 new transit stops at the following intersections: 7th Street & Ann Avenue, 7th Street and Central Avenue, 7th Street and Kansas Avenue, Rainbow Blvd & W. 39th Avenue, as well as the enhancement of existing bus stops at 7th Street & Pacific Avenue, 7th Street and Osage Avenue, 7th Street & Miami Avenue, 7th Street & Stine, Rainbow Blvd & Rainbow Extension, Rainbow Blvd & W. 36th Avenue, and Rainbow Blvd & Olathe Avenue. This work includes concrete sidewalk and curb construction, removal of existing sidewalks, cross walk upgrades, plus all necessary traffic control and detours signing, pavement markings, and utility box adjustments, necessary to accommodate the improvements as well as all necessary engineering, design, inspection, all necessary appurtenances and related construction.

SAFE ROUTES TO SCHOOL GROUP D 970-3334

Prior Authorizing Resolution: R-115-14/ R-80-16

General Obligation Bond Authorization Amount: $570,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: Construct new and replacement sidewalks and make other pedestrian walkway improvements within one-half mile of the following existing schools:

Hazel Grove Elementary, at Cleveland Avenue and 67th Street;

Midland Trial Elementary, at 51st Street and Locust Avenue; and
Frank Rushton Elementary, at 43rd Avenue and Fisher Avenue.

Work includes the addition of sidewalks, repair and replacement of curbs, existing sidewalk and driveways, repair and patching of existing pavement, the addition of ADA-compliant curb ramps, select traffic calming measures such as curb bulb-outs or speed humps, storm drainage upgrades including pipe and inlets, and new pavement markings, crosswalks, and signage, as well as associated restoration.

All work includes necessary traffic control and detour signing, and utility adjustments, necessary to accommodate the improvements as well as all necessary engineering, design, inspection, all necessary appurtenances and related construction.

SAFE ROUTES TO SCHOOL GROUP E 970-3335

Prior Authorizing Resolution: R-116-14/O-66-17

General Obligation Bond Authorization Amount: $530,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: Construct new and replacement sidewalks and make other pedestrian walkway improvements within one-half mile of the following existing schools:

T.A. Edison Elementary, at 10th Street and Locust Avenue;
Noble Prentis Elementary, at 14th Street and Gibbs Road; and
William Allen White Elementary, at 44th Street and Rowland Avenue.

Work includes the addition of sidewalks, repair and replacement of curbs, existing sidewalk and driveways, repair and patching of existing pavement, the addition of ADA-compliant curb ramps, select traffic calming measures such as curb bulb-outs or speed humps, storm drainage upgrades including pipe and inlets, and new pavement markings, crosswalks, and signage, as well as associated restoration.

All work includes necessary traffic control and detour signing, and utility adjustments, necessary to accommodate the improvements as well as all necessary engineering, design, inspection, all necessary appurtenances and related construction.

SAFE ROUTES TO SCHOOL GROUP F- WHITE/WEST AND WILLARD 970-1613

Prior Authorizing Resolution: O-66-17

General Obligation Bond Authorization Amount: $350,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: Project will include the removal and replacement of existing sidewalk infrastructure and Americans With Disabilities Act compliant street to sidewalk access, along at projects sites located around William Allen White Elementary School, West Middle School, and Francis Willard Elementary School and any appurtenances related thereto any necessary land acquisitions, and associated engineering, design, inspection, removal, replacement, and construction costs.

All work includes necessary traffic control and detour signing, and utility adjustments, necessary to accommodate the improvements as well as all necessary engineering, design, inspection, and all necessary appurtenances and related construction.

SEWER MAIN EXTENSION 963-6001 [NEW PROJECT] (REIMBURSEMENT RESOLUTION)

Prior Authorizing Resolution: NONE.

General Obligation Bond Authorization Amount: $7,500,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description:

The 2019 Project will include the construction of approx. 1.5 miles of sanitary sewer main along Inland Drive from Plant 14 to new potential development sites. Elements of the project will include grading, right of way acquisitions, design, inspection, and installation of pipes, pump stations, manholes, and all other appurtenances related to standard construction of this type of project.

STREAM BANK STABILIZATION IMPROVEMENTS 963-5046 [NEW PROJECT] (REIMBURSEMENT RESOLUTION)

Prior Authorizing Resolution: NONE.

General Obligation Bond Authorization Amount: $600,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: Design and construction for protection of existing storm sewer structures due to stream bank failures and erosion. These sites are located within the City, and are discovered and prioritized as part of the MS4 requirement for annual storm sewer outfall inspections.

STRONG AVENUE LEVEE PUMP STATION FLOOD CONTROL 963-5049

Prior Authorizing Resolution: O-66-17

General Obligation Bond Authorization Amount: $1,200,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: Project involves the removal and replacement of existing pump station and machinery located at Strong Ave. and S. 24th Street. The flood pump station will be replaced with a new, modern station capable of handling the increased load that have been dictated by the Army Corp. of Engineers.

URBAN RENEWAL PROJECT - DEMOLITION 976-8518

Prior Authorizing Resolution: O-66-17

General Obligation Bond Authorization Amount: $2,000,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: K.S.A. 17-4754

Project Description: This project will include the costs related to the demolition of certain structures deemed by the Unified Government to be unsafe, insanitary, dangerous or detrimental to the health, safety or morals, or otherwise inimical to the welfare of residents of the Unified Government, and otherwise planning, undertaking or carrying out of urban renewal projects in the City of Kansas City, Kansas.

WOLCOTT EXPANSION/CONNER CREEK 963-6056 (NAME CHANGE) (INCREASED AMOUNT)

Prior Authorizing Resolution: R-80-16/O-66-17

General Obligation Bond Authorization Amount: $53,942,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: Design and construct a new 2.0 million gallon per day (MGD) wastewater treatment plant to replace the existing temporary treatment plant that is now reaching its capacity due to growth. The new treatment plant will serve the Connor Creek, Honey Creek, Island Creek, Piper Creek and Marshall Creek sewer sheds in western Wyandotte County. The new treatment plant will serve areas currently pumped to Treatment Plant 20, thus postponing the expansion of Treatment Plant 20. The plant will be built at 9407 Main Street, adjacent to the existing plant at 9404 Main Street.

WYANDOTTE COUNTY LAKE PARK ROADS REPAIRS 971-4252

Prior Authorizing Resolution: O-66-17

General Obligation Bond Authorization Amount: $800,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: Milling, concrete pouring, asphalt overlay, resurfacing, utility cover adjustments, pavement marking, traffic control modifications, railroad crossing enhancements, Americans With

Disabilities Act compliant street to sidewalk access, including any appurtenances related thereto any necessary land acquisitions, and associated engineering, design, inspection, removal, replacement, and construction costs at locations in and around Wyandotte County Lake Park.

WYANDOTTE COUNTY LAKE WATERLINE STUDY & REPAIR 971-4425

Prior Authorizing Resolution: R-94-12/R-97-15/O-66-17

General Obligation Bond Authorization Amount: $2,645,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description:

Project design for the replacement of the existing UG owned water line around Wyandotte County Lake Park that was mostly originally constructed in the 1930's. Project construction will include the clearing of trees, earthwork, line removal and replacement, base stabilization, compaction, removal and replacement of existing lines, and restoration of disturbed areas.

WYANDOTTE COUNTY PARK ROAD REPAIRS 971-4253 [NEW PROJECT]

Prior Authorizing Resolution: NONE.

General Obligation Bond Authorization Amount: $200,000 plus capitalized interest on any temporary financing and costs of issuance.

Statutory Authority: Charter Ordinance CO-03-09

Project Description: Milling, concrete pouring, asphalt overlay, resurfacing, utility cover adjustments, pavement marking, traffic control modifications, railroad crossing enhancements, Americans With Disabilities Act compliant street to sidewalk access, including any appurtenances related thereto any necessary land acquisitions, and associated engineering, design, inspection, removal, replacement, and construction costs at locations in and around several Wyandotte County Parks.

Possible locations:

Pierson Park
Wyandotte County Lake Park
Alvey Park
City Park
Garland Park
Klamm Park
Highland Park
Westheight Park

EQUIPMENT LEASE FINANCING [2018-2019]

The following equipment may be acquired with proceeds of one or more equipment lease purchase financings:

Fund/Department	CMIP	*Account Code Distribution*		Amount
CITY GENERAL FUND (110)				
Emergency Management				
	00670002 – Radio Encryption (2019-2021 LF)	*110-006-0001-5411*	**$**	**288,000**
Fire				
	030LF02004 – Aerial/Quint (2019-2029 LF)	*110-031-0001-5412*	**$**	**900,000**
	0301LF10006 – Pumper (2019-2028 LF)	*110-031-0001-5412*	**$**	**790,000**
Knowledge Dept				
	240LF780001 – Upgrade Land Management System (2018-2020 LF)	*110-017-0003-5417*	**$**	**264,000**
Police				
	020LF54004 – Patrol Vehicles (30) 2019 (LF 2019-2021)	*110-025-0001-5412*		
	020LF54001 – Taser Mandatory Carry (LF 2019-2021)	*110-025-0001-5412*		
Public Works				
	040LF010001 – Fleet Vehicles (2019-2021 LF)	*110-041-0001-5412*	**$**	**105,000**
	040LF50002 – Backup Emergency Generator (2018-2022 LF)	*110-482-0001-5412*	**$**	**125,000**
Transit				
	082LF10001 – Light Duty Cutaway Buses – 2 (2018-2022 LF)	*110-082-0001-5412*	**$**	**207,590**
	082LF1003 – Light Duty Cutaway Buses – 1 (2019-2023 LF)	*110-082-0001-5412*	**$**	**103,795**
COUNTY GENERAL FUND (160)				
Emergency Management				
	00670002 – Radio Encryption (2019-2021 LF)	*160-006-0001-5411*	**$**	**195,000**
Sheriff				
	200LF01002 – 2160 – Vehicles 2017 – 3 (2019-2020 LF)	*160-200-0001-5412*	**$**	**90,000**
COUNTY AGING FUND (165)				
Aging				
	082LF05003 – Bus 2017 – 1 (2018-2022 LF)	*165-082-0245-5412*	**$**	**105,000**
	082LF10002 – Light Duty Cutaway Buses -1 (2018-2022 LF)	*165-082-0245-5412*	**$**	**103,795**
	082LF15001 – Ford Transit Van – 1 (2019-2023 LF)	*165-082-0245-5412*	**$**	**72,000**
SALES TAX FUND (212)				
Police				
	020LF05001 – 2549 – Police Vehicles 2017 (20) (2018-2020 LF)		**$**	**780,000**
SPECIAL STREET & HIGHWAY FUND (220)				
Public Works				
	040LF06002 – 4805 – Sign Truck (1) 2017 (2018-2020 LF)	*220-046-0001-5412*	**$**	**51,000**
	040LF09001 – 4611 – Backhoes (4) 2017 (2018-2022 LF)	*220-046-0001-5412*	**$**	**260,000**
	040LF10003 – 4627 – Dump Trucks (10) 2017 (2018-2024 LF)	*220-046-0001-5412*	**$**	**875,000**
	040LF10004 – 4627 – Dump Trucks (10) 2018 (2019-2025 LF)	*220-046-0001-5412*	**$**	**1,050,000**
	040LF11001 – Motor Graders (20) 2017 (2018-2027 LF)	*220-046-0001-5412*	**$**	**480,000**
	040LF12001 – Pothole Patcher (1) 2018 (2019-2025 LF)	*220-046-0001-5412*	**$**	**245,000**
	040LF14001 – Skid Steer and Trailer (2019-2023 LF)	*220-046-0004-5412*	**$**	**100,000**
	040LF18001 – Street Striper 2018 (2019-2028 LF)	*220-046-0001-5412*	**$**	**400,000**

040LF20002 – 4629 – Sweepers (2) 2017 (2018-2022 LF)	*220-046-0001-5412*	**$**	**465,000**
040LF20003 – 4629 – Sweepers (2) 2018 (2019-2023 LF)	*220-046-0001-5412*	**$**	**450,000**

COUNTY BOND & INTERST FUND (460)

Elections

Voting Equipment (2018-2027 LF)	*460-713-0117-5417*	**$**	**1,500,000**

EMERGENCY MEDICAL SERVICES FUND (564)

030LF04007 – 3499 – Ambulance Repl (2) 2017 (2018-2020 LF)	*564-039-0001-5411*	**$**	**420,000**
030LF10008 – Pumper (2019-2028 LF)	*564-039-0001-5412*	**$**	**790,000**
030LF13001 – 3472 – 2013 Pumpers-Quints 2 (2018-2027 LF)	*564-039-0001-5411*	**$**	**1,580,000**
030lf22001 – 3499 – Fire Truck Aerial 2017 (2018-2027)	*564-039-0001-5412*	**$**	**1,040,000**
030LF23001 – 3499 – Fire Truck Pumper 2017 (2018-2027 LF)	*564-039-0001-5411*	**$**	**730,000**
030lf23002 – 3499 – Fire Truck Pumper 2017 (2018-2027 LF)	*564-039-0001-5411*	**$**	**730,000**
030LF24001 – 3499 – Fire Truck Quint 2017 (2018-2027 LF)	*564-039-0001-5412*	**$**	**980,000**
030LF51007 – X-Series Monitor Upgrade Repl Program (2018-2021 LF)	*564-039-0001-5412*	**$**	**400,000**

SUNFLOWER HILLS GOLF COURSE FUND (565)

060LF40006 – 679 – 2018 Greens Mower (2019-2023 LF)	*565-067-0001-5412*	**$**	**40,000**
060LF40007 -4507 – 2018 Fairway Mower (2019-2023 LF)	*565-067-0001-5412*	**$**	**75,000**

RESOLUTION NO. R-__-18

A RESOLUTION AMENDING THE 2018-2023 CMIP; AUTHORIZING VARIOUS PUBLIC IMPROVEMENTS; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS AND/OR TEMPORARY NOTES TO FINANCE ALL OR A PORTION OF THE COSTS OF CERTAIN IMPROVEMENTS; REQUESTING THE PUBLIC BUILDING COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS TO ISSUE ITS LEASEHOLD REVENUE BONDS FOR THE PURPOSE OF FINANCING ALL OR A PORTION OF THE COSTS OF CERTAIN IMPROVEMENTS; AUTHORIZING THE ISSUANCE OF UTILITY SYSTEM REVENUE BONDS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/ KANSAS CITY, KANSAS AND PROVIDING FOR THE GIVING OF NOTICE OF SAID INTENTION; AND AUTHORIZING ONE OR MORE LEASE PURCHASE AGREEMENTS TO FINANCING THE ACQUISITION AND INSTALLATION OF CERTAIN EQUIPMENT.

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the "Unified Government"), successor to the City of Kansas City, Kansas, is a duly organized and existing municipal corporation under the laws of the State of Kansas, is a consolidated city-county having all the powers, functions and duties of a county and of a city of the first class; and

WHEREAS, pursuant to Resolution No. R-__-18 and Ordinance No. O-__-18, the Unified Government has previously approved the 2018-2023 Capital Maintenance Improvement Program (the "2018-2023 CMIP"); and

WHEREAS, Charter Ordinance No. CO-03-09 was previously approved by the Unified Government, acting as a city of the first class and pursuant to Article 12, Section 5 of the Constitution of the State of Kansas, and such Charter Ordinance authorizes the governing body of the Unified Government to make the following improvements and to issue its general obligation bonds and/or temporary notes to finance the costs of such improvements:

> Bridge, viaduct, street, sidewalk or pedestrian way improvements, airport, public building or structure, parking improvement, or other public utility or works, including any appurtenances related thereto and the land necessary therefor, for lands for public parks and recreation facilities, including golf courses, stadiums and community centers, and developing and making improvements to the same, within or without the city, for the establishment, development and construction of crematories, desiccating or reduction works, including any appurtenances related thereto and the land necessary therefor, within or without the city, or for the improvement, repair or extension of any waterworks, sanitary sewer facilities, sewage treatment or disposal plant, sewerage system storm water improvement, electric light plant, crematory, desiccating or reduction works or other public utility plant or works owned by the city, and for the purpose of rebuilding, adding to or extending the same or acquiring land necessary therefor from time to time, as the necessities of the city may require, or for the acquisition of equipment, vehicles and other personal property to be used in relation to any of the improvements authorized herein

; and

WHEREAS, the Unified Government under the authority of K.S.A. 12-1757 *et seq*., as amended by Charter Ordinance No. CO-1-98 and Charter Resolution No. CR-1-98 of the County (jointly the "PBC Act"), has previously created the Public Building Commission of the Unified Government of Wyandotte County/Kansas City, Kansas, a municipal corporation of the State of Kansas (the "PBC"); and

WHEREAS, the PBC has the power and authority under the PBC Act to pay all or a portion of the costs of:

> acquiring real estate for purposes of constructing, reconstructing, equipping and furnishing, or purchase or otherwise acquire, a building or buildings or other facilities of a revenue producing character, including a building or buildings or facilities maintained and operated for (i) Unified Government offices or such other purposes as are commonly carried on in connection with such facilities and general Unified Government buildings, (ii) for public, municipal, community or recreational purposes of the Unified Government, (iii) for educational, recreational or administrative purposes for school districts, (iv) housing and accommodation of city offices or city businesses or such other purposes as are commonly carried on in connection with such facilities and general city buildings and (v) for housing, accommodations and parking facilities for offices of state and federal agencies

(collectively, "PBC Facilities"), to lease such facilities to the Unified Government, and to issue leasehold revenue bonds to provide funds for the purpose of paying all or a portion of the costs of such PBC Facilities; and

WHEREAS, the Unified Government may request that the PBC provide financing for certain PBC Facilities to be used by the Unified Government; and

WHEREAS, the Unified Government is authorized under K.S.A. 10-1101 *et seq.* to enter into lease agreements and lease-purchase agreements for the purpose of financing the acquisition of certain equipment; and

WHEREAS, pursuant to K.S.A. 17-4754 the Unified Government has previously exercised its authority to issue and sell its general obligation bonds for the purpose of aiding in the planning, undertaking or carrying out of an urban renewal project; and

WHEREAS, the Unified Government has previously exercised its authority pursuant to Article 12, Section 5 of the Constitution of the State of Kansas (the "Home Rule Amendment") and has authorized the installation of certain fiber optic cable and acquisition of certain software technology for public safety and other public purposes, and the issuance of general obligation bonds or notes to finance the costs thereof; and

WHEREAS, the Unified Government is authorized under K.S.A. 10-1201 *et seq.* to issue utility revenue bonds to repair, alter, extend, reconstruct, enlarge or improve the Sanitary Sewer System (the "System") owned and operated by the Unified Government; and

WHEREAS, the Unified Government now seeks to: (1) amend the 2018-2023 CMIP as further described herein; (2) authorize certain improvements and the issuance of general obligation bonds or notes to finance the costs of such improvements, all as set forth in **Exhibit A** attached hereto; (3) request that the PBC provide financing for certain PBC Facilities to be used by the Unified Government as set forth in **Exhibit A** attached hereto; (4) authorize certain sanitary sewer system improvements and the issuance of sewer system revenue bonds to finance the costs of such improvements; and (5) authorize the acquisition and installation of certain equipment and entering into a lease purchase agreement on a year-to-year basis with an option to purchase the lessor's interest in the equipment for the purpose of financing such equipment, all as set forth in **Exhibit A** attached hereto.

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

Section 1. Amendment of 2018-2023 CMIP. The Unified Government hereby amends the 2018-2023 CMIP to include all of the projects as set forth in **Exhibit A** attached hereto.

Section 2. Approval of the Projects. The governing body of the Unified Government hereby authorizes and orders the construction of the improvements described in **Exhibit A** attached hereto.

Section 3. Issuance of General Obligation Bonds. Pursuant to the Home Rule Amendment, K.S.A. 17-4754 and Charter Ordinance CO-03-09, the governing body of the Unified Government hereby authorizes the issuance of general obligation bonds and/or general obligation temporary notes to fund the improvements authorized in Section 2 of this Resolution. Such general obligation bonds and/or general obligation temporary notes may be issued in the maximum principal amounts set forth in **Exhibit A** attached hereto. The Unified Government expects to make expenditures prior to the issuance of such general obligation bonds and/or general obligation temporary notes, and any such tax-exempt general obligation bonds and/or general obligation temporary notes issued under the authority of this Resolution may be used to reimburse expenditures made on or after the date that is 60 days before the date of passage of this Resolution pursuant to U.S. Treasury Regulation §1.150-2.

Section 4. Request for PBC Financing. Pursuant to the PBC Act, the Unified Government hereby requests that the PBC provide financing for certain PBC Facilities described in **Exhibit A** attached hereto.

Section 5. Lease Purchase Financing. Pursuant to K.S.A. 10-1101 *et seq.*, the governing body of the Unified Government hereby authorizes the use of one or more lease purchase agreements to finance the acquisition and installation of certain equipment, in the maximum amounts, all as set forth in **Exhibit A** attached hereto. The Unified Government expects to make expenditures prior to the execution of such lease purchase agreement(s), and the proceeds of any such tax-exempt lease purchase agreement issued under the authority of this Resolution may be used to reimburse expenditures made on or after the date that is 60 days before the date of passage of this Resolution pursuant to U.S. Treasury Regulation §1.150-2.

Section 6. Issuance of Utility Revenue Bonds. Pursuant to K.S.A. 10-1201 *et seq.*, the governing body of the Unified Government hereby authorizes the issuance of utility revenue bonds to fund the improvements to the System. Such utility revenue bonds may be issued in the maximum principal amount not to exceed $70,500,000 plus the cost of any required reserves, costs of issuance and related expenses. The Unified Government expects to make expenditures prior to the issuance of such utility revenue bonds, and any such tax-exempt utility revenue bonds issued under the authority of this Resolution may be used to reimburse expenditures made on or after the date that is 60 days before the date of passage of this Resolution pursuant to U.S. Treasury Regulation §1.150-2.

Before issuing the utility revenue bonds, there shall be published one (1) time in the official newspaper of the Unified Government, this notice of the intention of the governing body to undertake the Kaw Point Bio-Solids Digestion project as described in **Exhibit A** attached hereto (the “Sewer Project”) and to issue the utility revenue bonds. If within fifteen (15) days after the publication of the notice there shall be filed with the Clerk a written protest against the Sewer Project or the issuance of the utility revenue bonds, signed by not less than twenty percent (20%) of the qualified electors of the Unified Government, the governing body shall submit such proposed Sewer Project and the utility revenue bonds to the electors of the Unified Government at a special election to be called for that purpose as provided by K.S.A. 10-1201 *et seq*. If no sufficient protest is filed with the Clerk within the period of time hereinbefore stated, then the governing body of the Unified Government shall proceed to authorize the Sewer Project and to issue the utility revenue bonds.

Section 7. **Further Authority.** The Mayor/CEO, Unified Government Clerk, County Administrator, Unified Government Chief Financial Officer and Unified Government Chief Counsel and other appropriate officers and agents of the Unified Government are hereby authorized and directed to take such action, expend such funds and execute such documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 8. **Effective Date.** This Resolution shall be in full force and effect following its adoption by the governing body of the Unified Government and publication in the official newspaper of the Unified Government.

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ADOPTED by a 2/3rds vote of the governing body of the Unified Government of Wyandotte County/Kansas City, Kansas, this 8th day of November, 2018.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By: ________________________________
Mayor/Chief Executive Officer

(SEAL)

ATTEST:

____
Unified Government Clerk

Approved as to form:

____
Office of Chief Counsel

EXHIBIT A

2019 FINANCING: PROJECT AUTHORIZATIONS

Staff Request for Commission Action

Tracking No. 18474

Full Commission Meeting Date: 11/8/18

Committee: Economic Development & Finance

Date of Standing Committee Action: 10/29/18 (If none, please explain):

Publication Required: Yes 11/15/2018

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
10/17/2018	Debbie Jonscher	x5847	Debbie	Finance

Item Description:

Resolution authorizing the offering for sale of municipal temporary notes and general obligation bonds of the unified government of Wyandotte County/Kansas City, Kansas; requesting the public building commission of the Unified Government of Wyandotte County/Kansas City, Kansas to issue its leasehold revenue bonds.

Action Requested:

Please Approve.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Sale Resolution 2019-I Notes and 2019-A Bonds clean

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS
HELD ON NOVEMBER 8, 2018**

Present:

Absent:

The Mayor/CEO declared that a quorum was present and called the meeting to order.

* * * * * * * * * * * * * *

(Other Proceedings)

Thereupon, there was presented a Resolution entitled:

RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF MUNICIPAL TEMPORARY NOTES AND GENERAL OBLIGATION BONDS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS; REQUESTING THE PUBLIC BUILDING COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS TO ISSUE ITS LEASEHOLD REVENUE BONDS.

Thereupon, Commissioner ________ moved that said Resolution be adopted. The motion was seconded by Commissioner __________. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea:

Nay:

Thereupon, the Mayor/CEO declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. R-__-18 and was signed by the Mayor/CEO and attested by the Clerk.

* * * * * * * * * * * * * *

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the Unified Government of Wyandotte County/Kansas City, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

____

Clerk

RESOLUTION NO. R-__-18

RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF MUNICIPAL TEMPORARY NOTES AND GENERAL OBLIGATION BONDS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS; REQUESTING THE PUBLIC BUILDING COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS TO ISSUE ITS LEASEHOLD REVENUE BONDS.

WHEREAS, pursuant to the provisions of the laws of the State of Kansas applicable thereto, by proceedings duly had, the governing body of the Unified Government of Wyandotte County/Kansas City, Kansas (the "Issuer" or the "Unified Government") has previously authorized certain internal improvements described as follows (the "Improvements"):

Improvements to be Funded with General Obligation Bonds and/or Municipal Temporary Notes

ACD	CMIP	Project Name	Estimated Project Costs to be Financed
970	1615	131st St and Leavenworth Road Intersection	100,000.00
962	2169	36th & Ohio Ave Bridge Replacement	410,000.00
963	5045	51st, N. of Cleveland, RCB Replacement	715,744.19
963	5048	77th and Troup, 96" Storm Replacement	581,489.80
948	0318	ADA Modifications- UG Facilities 2018 (969-8181)	100,157.96
941	0818	ADA Pedestrian Ramp Improvements, 2018 (970-1141)	814,117.32
941	0819	ADA Pedestrian Ramp Improvements, 2019 (970-1141)	800,000.00
941	0418	Arterial/Collector Resurfacing, 2018 (970-1302)	814,117.32
941	0419	Arterial/Collector Resurfacing, 2019 (970-1302)	650,000.00
970	1071	Brune Elementary Road Improvements	2,000,000.00
976	8176	City Hall Structure Study and Stabilization	355,000.00
969	9250	Downtown Grocery Store TIF	2400000
948	0117	Elevator Upgrades City 2017 (969-8167)	103,132.67
948	0118	Elevator Upgrades City 2018 (969-8167)	152,646.99
942	0118	Emergency Bridge Repair, 2018 (962-2301)	300,000.00
948	0217	Facilities Parking Maint & Repair-City 2017 (969-8513)	360,964.35
948	0218	Facilities Parking Maint & Repair-City 2018 (969-8513)	559,705.64
948	0219	Facilities Parking Maint & Repair-City 2019 (969-8513)	700,000.00
941	0918	Fairfax Industrial Area Improvements 2018	100,000.00
970	1054	Fiber Connectivity Projects	1,717,646.65
969	8079	Fire Station	4,125,306.98
963	6048	Green Infrastructure Improvements	1,000,000.00
962	2141	Holiday Drive Bridge Replacements	807,058.66
970	1215	Hutton Road - Cleveland to Leavenworth	2,035,293.30
970	1620	I-70 and Turner Diagonal Interchange	10,000,000.00
941	0116	Industrial District Rehab, 2016 (970-1113)	259,497.73
941	0117	Industrial District Rehab, 2017 (970-1113)	508,823.31
941	0118	Industrial District Rehab, 2018 (970-1113)	600,000.00
963	6045	Kaw Point Bio-solids Digestion	20,500,000.00
963	5056	Kaw River Bank Stabilization at Turkey Creek	5,000,000.00
970	1612	Leavenworth Road Improvements, 78th to 63rd	5,013,234.99

963	5047	Leavenworth Road, 63rd to 38th Street - Storm Water Improvements	619,298.72
973	9232	Maintenance Facility - Kansas Avenue	1,100,000.00
969	8208	Memorial Hall HVAC	2,801,948.30
970	1614	Metropolitan Bikeway Improvements	351,764.66
970	1619	Minnesota Avenue, 6th to 7th Street Improvements	130,000.00
941	0218	Neighborhood Street Resurfacing, 2018	1,831,763.97
941	0219	Neighborhood Street Resurfacing, 2019	1,810,000.00
969	8171	New Boilers Municipal Office Building/City Hall	778,493.21
962	2142	North 34th Street Box Culvert	387,800.13
970	1617	Parallel Pkwy and K-7 Intersection Improvements	300,000.00
970	1332	Parallel Resurfacing, 82nd to 89th	508,823.31
969	8215	Parking Management System	175,000.00
970	1232	Pedestrian Access to Transit	101,764.66
963	6046	Piper Creek Interceptor	7,500,000.00
963	6132	Plant 20 & 3 Equipment and Structural Rehab	3,015,808.64
963	6047	Plant 20 Biosolids Dewatering	5,000,000.00
969	8212	Police Tow Lot	5,108,753.37
943	0118	Priority Traffic Signal Replacements 2018 (970-3345)	814,117.32
943	0119	Priority Traffic Signal Replacements 2019 (970-3345)	800,000.00
963	6131	Pump Station 18, 5, 4 Upgrade	3,471,078.20
963	6124	Pump Station Elimination	4,881,946.70
963	6354	Pump Stations SCADA	5,630,425.63
941	1018	Railroad Crossing Improvement, 2018	150,000.00
963	6039	Relocation of Sewer Office, Storage & Maintenance Facilities	10,621,057.11
962	9246	Riverview Ave Bridge Replacement	5,189,954.79
970	1225	Route 107 Bus Stop and Station Upgrades	785,574.13
970	3334	Safe Routes to School, Group D	309,398.03
970	3335	Safe Routes to School, Group E	541,972.64
970	1613	Safe Routes to School, Group F- White/West and Willard	101,764.66
963	5046	Stream Bank Stabilization Improvements	200,000.00
963	5049	Strong Avenue Levee Pump Station Flood Control	1,222,347.10
969	8518	Urban Renewal Project - Demolition	2,017,646.65
963	6056	Wolcott Expansion	22,030,667.15
971	4253	Wyandotte County Park Roads Repairs	200,000.00
971	4252	Wyandotte County Lake Park Roads Repairs	203,529.33
971	4425	Wyandotte County Lake Waterline Study & Repair	802,078.81
		Total	155,078,715.08

<u>Improvements to be Funded with PBC Leasehold Revenue Bonds</u>

ACD	**CMIP**	**Project Name**	**Estimated Project Costs to be Financed**
976	8690	Courthouse Improvements	$4,450,000.00
976	8175	Jail - Juvenile Facility	$3,700,000.00
976	8720	Health Department Building Upgrades	$3,075,000.00
		Total	**$11,225,000.00**

WHEREAS, it is necessary for the Issuer to provide cash funds to meet its obligations incurred in constructing the Improvements prior to the completion thereof and the issuance of the Issuer's general obligation bonds, and it is desirable and in the interest of the Issuer that such funds be raised by the issuance of one or more series of temporary notes of the Issuer; and

WHEREAS, the Issuer under the authority of K.S.A. 12-1757 *et seq.,* as amended by Charter Ordinance No. CO-1-98 and Charter Resolution No. CR-1-98 (jointly, the "PBC Act"), has previously created the Public Building Commission of the Unified Government of Wyandotte County/ Kansas City, Kansas, a municipal corporation within the State of Kansas (the "PBC"); and

WHEREAS, the PBC has the power and authority under the PBC Act to issue revenue bonds to provide funds for the purpose of paying all or a portion of the costs of the Improvements; and

WHEREAS, pursuant to K.S.A. 17-4754 the Unified Government previously exercised its authority to issue and sell its general obligation bonds for the purpose of aiding in the planning, undertaking or carrying out of an urban renewal project; and

WHEREAS, the Issuer has previously issued $65,020,000 principal amount of Municipal Temporary Notes, Series 2018-I (the "Existing Notes"); and

WHEREAS, all aspects of the Improvements being financed with the temporary notes will not be completed prior to the maturity date of the Existing Notes and it is necessary for the Issuer to provide cash funds to meet its obligations on a portion of the Existing Notes and to temporarily finance a portion of the costs of the Improvements by the issuance of one or more series of additional temporary notes of the Issuer; and

WHEREAS, the Issuer desires to issue its general obligation bonds in one or more series in order to permanently finance a portion of the costs of the Improvements and to retire a portion of the Existing Notes which were issued to temporarily finance a portion of the costs of the Improvements; and

WHEREAS, the Issuer desires the PBC to issue its revenue bonds in one or more series in order to permanently finance a portion of the costs of the Improvements; and

WHEREAS, the Issuer hereby selects the firm of Springsted Incorporated, Saint Paul, Minnesota ("Municipal Advisor"), as Municipal Advisor for one or more series of municipal temporary notes and one or more series of general obligation bonds of the Issuer, to be issued in order to provide funds to pay the costs of the Improvements; and

WHEREAS, the Issuer desires to authorize the Municipal Advisor, in conjunction with the Clerk, Chief Financial Officer, and other officers and representatives of the Issuer to proceed with the offering for sale of said municipal temporary notes and general obligation bonds, and related activities; and

WHEREAS, one of the duties and responsibilities of the Issuer is to prepare and distribute a preliminary official statement relating to said municipal temporary notes and general obligation bonds; and

WHEREAS, the Issuer desires to authorize the Municipal Advisor, in conjunction with the Clerk, and other officers and representatives of the Issuer to proceed with the preparation and distribution of a preliminary official statement and notice of bond sale and to authorize the distribution thereof and all other preliminary action necessary to sell said municipal temporary notes and general obligation bonds.

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

Section 1. **General Obligation Financing Authorized.** The Issuer is hereby authorized to offer at competitive public sale one or more series of municipal temporary notes and one or more series of general obligation bonds to fund total project costs of approximately $155,078,715.08 plus interest and costs of issuance (collectively, the "Obligations") as described in the Notice of Sale to be prepared by officials and representatives of the Issuer, as authorized below. Such project costs may be paid through the issuance of tax-exempt or taxable Obligations.

Section 2. **PBC Financing Requested.** It is requested that the PBC issue its revenue bonds in accordance with the provisions of the PBC Act and all other laws of the State of Kansas for the purpose of financing a portion of the Improvements. The Issuer hereby declares intent to enter into a lease or lease purchase agreement with the PBC pursuant to the PBC Act to provide for the source of repayments of the revenue bonds of the PBC and other related expenses of the PBC.

Section 3. **Preliminary Official Statement.** The Chief Financial Officer is hereby authorized to cause to be prepared a Preliminary Official Statement, and such officials and other representatives of the Issuer are hereby authorized to use such document in connection with the public sale of the Obligations.

Section 4. **Notice of Bond Sale.** The Chief Financial Officer, in conjunction with the Municipal Advisor and Gilmore & Bell, P.C., Kansas City, Missouri ("Bond Counsel"), is hereby authorized and directed to give notice of said bond sale by publishing a summary of the Notice of Sale not less than 6 days before the date of the bond sale in a newspaper of general circulation in Wyandotte County, Kansas, and the ***Kansas Register*** and is hereby authorized to distribute copies of the Notice of Sale and Preliminary Official Statement relating to the Obligations to prospective purchasers of the Obligations. Bids for the purchase of the Obligations shall be submitted upon the terms and conditions set forth in said Notice of Sale, and shall be delivered to the governing body at its meeting to be held on the date of such sale, at which meeting the governing body shall review such bids and shall award the sale of the Obligations or reject all bids for a particular series of the Obligations.

Section 5. **Compliance with Federal Securities Laws.** For the purpose of enabling the purchaser(s) of the Obligations (collectively, the "Purchasers") to comply with the requirements of Rule 15c2-12 of the Securities Exchange Commission (the "Rule"), the appropriate officers of the Issuer are hereby authorized: (a) to approve the form of said Preliminary Official Statement; (b) covenant to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the Rule to certain national repositories and the Municipal Securities Rulemaking Board, as applicable; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary; to enable the Purchasers to comply with the requirement of the Rule.

The Issuer agrees to provide to the Purchasers within seven business days of the date of the sale of Obligations or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchasers, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchasers to comply with the requirements of Rule 15c2-12(3) and (4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 6. **Further Authority.** The Mayor/Chief Executive, Chief Financial Officer, Clerk and the other officers and representatives of the Issuer, Bond Counsel and the Municipal Advisor are hereby authorized and directed to take such other action as may be necessary to carry out the public sale of the Obligations.

Section 7. **Effective Date.** This Resolution shall be in full force and effect from and after its adoption.

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ADOPTED by the governing body on November 8, 2018.

(SEAL)

____
Mayor/Chief Executive Officer

ATTEST:

____
Clerk

Staff Request for Commission Action

Tracking No. 18471

Full Commission Meeting Date: 11/8/18
Committee: Economic Development & Finance

Date of Standing Committee Action: 10/29
(If none, please explain):

Publication Required: Yes 11/15/2018

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
10/16/2018	Kathleen VonAchen	x5186	Kathleen	Finance

Item Description:
A resolution approving a first amendment to development agreement relating to the Rainbow Village development. The amendment allows for transient guest tax revenue receipts be utilized for reimbursement of project costs to the developer (as set forth in Section 4 of the Development Agreement) instead of issuing municipal bonds.

Action Requested:
Approval

Budget Impact: (if applicable)
Amount:
Source:
Included In Budget:
Other (explain):

Attachments List:
Approving Resolution, First Am. to Development Agreement (Rainbow Legacy), Rainbow Village DA - fully executed - 7-27-16-c

RESOLUTION NO. R-____-18

A RESOLUTION APPROVING A FIRST AMENDMENT TO DEVELOPMENT AGREEMENT RELATING TO THE RAINBOW VILLAGE DEVELOPMENT.

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the "Unified Government") previously entered into a Development Agreement dated as of July 27, 2016 (the "Agreement") with Rainbow Legacy Investors, LLC, a Kansas limited liability company (the "Assignor"); and

WHEREAS, pursuant to that certain Assignment and Assumption Agreement dated as of December 28, 2016, between Assignor and Rainbow Legacy Investors II, LLC, a Kansas limited liability company (the "Developer"), Assignor assigned to, and Developer agreed to assume, all of Assignor's rights, interests, duties, obligations, responsibilities, covenants, and liabilities under the Agreement; and

WHEREAS, the Unified Government and Developer now desire to amend certain provisions of the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT:

Section 1. The Board of Commissioners of the Unified Government hereby approves the First Amendment to Development Agreement (the "Amendment") between the Unified Government and Developer in substantially the form presented on this date. The Mayor/CEO is hereby authorized and directed to execute the Amendment for and on behalf of and as the act and deed of the Unified Government.

Section 2. This resolution shall take effect and be in full force immediately after its adoption by the governing body of the Unified Government.

ADOPTED by the Board of Commissioners of the Unified Government of Wyandotte County/Kansas City, Kansas on November 6, 2018.

[SEAL]

____
Mayor/CEO

ATTEST:

____
Clerk

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT ("Amendment") is made as of the ___ day of November, 2018, between the **UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS**, a consolidated city-county having all the powers, functions and duties of a county and a city of the first class duly organized and existing under the laws of the State of Kansas (the "Unified Government"), and **RAINBOW LEGACY INVESTORS II, LLC**, a Kansas limited liability company (the "Developer," and together with the Unified Government, the "Parties").

WHEREAS, the Unified Government and Rainbow Legacy Investors, LLC, a Kansas limited liability company (the "Assignor") did enter into that certain Development Agreement dated as of July 27, 2016 (the "Agreement") relating to the development of certain property described on **Exhibit A** hereto;

WHEREAS, pursuant to Section 10 of the Agreement and that certain Assignment and Assumption Agreement dated as of December 28, 2016 (the "Assignment"), the Assignor assigned to Developer, and Developer agreed to assume, all of Assignor's rights, interests, duties, obligations, responsibilities, covenants, and liabilities under the Agreement;

WHEREAS, the Parties desire to amend certain provisions of the Agreement, provided certain conditions listed herein are satisfied.

NOW, THEREFORE, the Parties agree as follows:

1. The definition of "Transient Guest Tax Revenue" within Section 1.2 of the Agreement is hereby amended as follows:

> **"Transient Guest Tax Revenue"** means 88.55% of the revenue received by the Unified Government from the transient guest tax of 8% to be captured within the Project Area for the duration of the TIF Term.

2. Section 3.2 of the Agreement is hereby amended as follows:

> **3.2 Pay As You Go Financing.** For the Project Costs to be reimbursed to Developer on a Pay As You Go basis, the Incremental Property Tax Revenue, the Transient Guest Tax Revenue, or the CID Sales Tax Revenue, as applicable, will be disbursed by the Unified Government from the respective fund set forth in this Agreement, from time to time, but not more often than on a quarterly basis, to reimburse Developer for the applicable Project Costs. Target dates for quarterly distributions are April 30th, July 31st, October 31st, and January 31st. Except as otherwise provided in this Section 3, the Incremental Property Tax Revenue, the Transient Guest Tax Revenue, and the CID Sales Tax Revenue, as applicable, shall be disbursed from the Unified Government to Developer if and to the extent that there are available funds in the respective fund established under this Agreement.

3. Section 3.3 of the Agreement is hereby amended as follows:

3.3 Transient Guest Tax Revenue. Transient Guest Tax Revenue shall be deposited into the Tax Increment Fund and disbursed as set forth in Section 4 of the Agreement. The Parties hereby agree that the Unified Government will not issue Obligations to finance the Project.

4. Except as expressly amended herein, all remaining terms, provisions and conditions of the Agreement and the Assignment shall remain in full force and effect.

5. This Amendment shall become effective upon the effective date of Charter Ordinance No. CO-01-18 (the "Charter Ordinance"), passed by the Board of Commissioners of the Unified Government on September 27, 2018. Developer hereby acknowledges that the effectiveness of the Charter Ordinance is contingent on publication thereof in the official newspaper of the Unified Government for two consecutive weeks and a subsequent 60-day protest period, all as further set forth in Article 12, Section 5 of the Constitution of the State of Kansas. The Unified Government hereby agrees to duly publish the Charter Ordinance in the official newspaper of the Unified Government for two consecutive weeks.

6. This Amendment may be executed in any number of counterparts, all of which shall be deemed an original and all of which shall be construed together as one document. The Amendment may be delivered by facsimile or electronic (PDF) transmission.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Developer and Unified Government have caused this Amendment to be executed the day and year first above written.

RAINBOW LEGACY INVESTORS II, LLC,
a Kansas limited liability company

By:____________________________
Name: Hunter Harris
Its: Authorized Person

ACKNOWLEDGMENT

STATE OF _______________)
) SS.
COUNTY OF _____________)

BE IT REMEMBERED that on this ____ day of ________________, 2018, before me, a notary public in and for said county and state, came Hunter Harris, Authorized Person of Rainbow Legacy Investors II, LLC, a Kansas limited liability company, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said company, and such officer duly acknowledged the execution of the same to be the act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

[SEAL] ______________________________________
Notary Public

My commission expires _______________.

IN WITNESS WHEREOF, Developer and Unified Government have caused this Amendment to be executed the day and year first above written.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS,

By: ___________________________
Name: David Alvey
Its: Mayor/CEO

BE IT REMEMBERED that on this ____ day of ________________, 2018, before me, a notary public in and for said county and state, came David Alvey, Mayor/CEO of the Unified Government of Wyandotte County/Kansas City, Kansas, a consolidated city-county having all the powers, functions and duties of a county and a city of the first class duly authorized, incorporated and existing under and by virtue of the Constitution and laws of the State of Kansas, who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said municipal corporation, and such person duly acknowledged the execution of the same to be the act and deed of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

[SEAL] ____
Notary Public

My commission expires _______________.

EXHIBIT A

LEGAL DESCRIPTION

Tract No. 1 (North Tract)
Part of Lot 4, Block 1, UNIVERSITY - ROSEDALE 1ST REPLAT, a subdivision in Kansas City, Wyandotte County, Kansas, according to the recorded plat thereof and being more particularly described as follows:

BEGINNING at the Northeast Corner of said Lot 4; thence South 00°10'00" West, along the Easterly line of said Lot 4, a distance of 134.34 feet; thence North 89°48'51" West, departing said East line, a distance of 180.00 feet; thence North 49°17'03" West, a distance of 61.97 feet to a point on the Northwesterly line of said Lot 4; thence North 40°42'57" East, along said Northwesterly line, a distance of 107.09 feet to the Northeast corner of Lot 3, Block 1 of said 1st Replat and northernmost Northwest corner of said Lot 4; thence North 85°34'57" East, along the North line of said Lot 4, a distance of 157.98 feet to the POINT OF BEGINNING and containing 24,847 square feet, or 0.57 acres, more or less.

AND

Tract No. 2 (South Tract)
ALL of Lot 4, Block 1, UNIVERSITY - ROSEDALE 1ST REPLAT, a subdivision in Kansas City, Wyandotte County, Kansas, according to the recorded plat thereof LESS AND EXCEPT:

BEGINNING at the Northeast Corner of said Lot 4; thence South 00°10'00" West, along the Easterly line of said Lot 4, a distance of 134.34 feet; thence North 89°48'51" West, departing said East line, a distance of 180.00 feet; thence North 49°17'03" West, a distance of 61.97 feet to a point on the Northwesterly line of said Lot 4; thence North 40°42'57" East, along said Northwesterly line, a distance of 107.09 feet to the Northeast corner of Lot 3, Block 1 of said 1st Replat and northernmost Northwest corner of said Lot 4; thence North 85°34'57" East, along the North line of said Lot 4, a distance of 157.98 feet to the POINT OF BEGINNING.

The net area containing 65,274 square feet or 1.50 acres, more or less.

DEVELOPMENT AGREEMENT

Between

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

And

RAINBOW LEGACY INVESTORS, LLC

DATED AS OF JULY 27, 2016

TABLE OF CONTENTS

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "**Agreement**") is entered into as of the date set forth on the cover page of this Agreement (the "**Effective Date**") by and between the **UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS**, a municipal corporation organized and existing pursuant to the laws of the State of Kansas as a consolidated city–county having all the powers, functions and duties of a county and a city of the first class (the "**Unified Government**"), and **RAINBOW LEGACY INVESTORS, LLC**, a Kansas limited liability company, and its successors and assigns ("**Developer**"). The Unified Government and Developer are sometimes hereinafter collectively referred to as the "**Parties**," and each a "**Party**."

RECITALS

WHEREAS, Developer has acquired, and desires to design, develop, construct and redevelop the approximately 2.07+/- acres of land (the "**Project**") generally located at the southwest corner of Rainbow Boulevard and Southwest Boulevard in the Unified Government, and having a common address at or about 3440 Rainbow Boulevard in Kansas City, Kansas, as legally described on ***Exhibit A*** and generally depicted on ***Exhibit B*** attached hereto (the "**District**"); and

WHEREAS, On December 17, 2015, pursuant to K.S.A. 12-1770 *et seq.* (the "**TIF Act**") and following the public notice and hearing procedures set forth therein, the Unified Government created the Rainbow Village Redevelopment District (the "**Redevelopment District**") through the adoption of Ordinance No. O-72-15 of the Unified Government, which ordinance is attached hereto as ***Exhibit C***; and

WHEREAS, On April 6, 2016, Developer submitted a petition (the "**CID Petition**"), attached hereto as ***Exhibit E***, requesting the formation of a community improvement district (the "**CID**") on the District and the imposition of a one and one quarter percent (1.25%) tax on the sale of tangible personal property at retail and rendering or furnishing of services in the CID (the "**CID Sales Tax**") in accordance with K.S.A. 12-6a26 *et seq.* (the "**CID Act**"); and

WHEREAS, On June 9, 2016, following the public notice and hearing procedures set forth in the TIF Act, and a conformance finding by the City Planning Commission, the Unified Government approved the Amended Redevelopment Project Plan (the "**Project Plan**") for the Project Area in the Redevelopment District and this Agreement pursuant to the TIF Act through the adoption of Ordinance No. O-32-16, which ordinance is attached hereto as ***Exhibit D***; and

WHEREAS, On June 9, 2016, following the public notice and hearing procedures set forth in the CID Act, the Unified Government created the CID and approved the imposition of the CID Sales Tax through the adoption of Ordinance No. O-33-16 of the Unified Government, which ordinance is attached hereto as ***Exhibit F***; and

WHEREAS, The Parties agree that the Project is not financially feasible without the public financing described in this Agreement, and enter into this Agreement to provide the necessary financing for the Project.

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

1 DEFINITIONS AND RULES OF CONSTRUCTION

1.1 **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 will apply in construing the provisions of this Agreement:

A. The terms defined in this Agreement include the plural as well as the singular.

B. All accounting terms not otherwise defined herein have the meanings assigned to them, and all computations herein provided for will 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 Agreement to specified "Sections," "Subsections" and other subdivisions are to be the designated Sections and other subdivisions of this Agreement 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 Section, Subsection or other subdivision.

F. The Section, Subsection and other headings herein are for convenience only and will not affect the construction or interpretation hereof.

G. The representations, covenants and recitations set forth in the foregoing recitals, and the ordinances referenced therein, are material to this Agreement and are hereby incorporated into and made a part of this Agreement as if they were fully set forth in this Section 1.1(G).

1.2 **Definitions of Words and Terms.** Capitalized words used, but not otherwise defined, in this Agreement will have the meanings set forth in the Recitals to this Agreement or they shall have the following meanings:

- **"Action"** has the meaning set forth in **Section 11.1**

- "**Agreement**" means this Agreement, as the same may be amended from time to time.

- **"Applicable Laws and Requirements"** means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by Governmental Authorities.

- "**Base Property Taxes**" means the ad valorem taxes levied in the District by the applicable taxing jurisdictions in calendar year 2015, which will be based on an assessed value of Four Hundred Ninety Thousand Seven Hundred Twenty Five and 00/100 Dollars ($490,725.00).

- **"Bond Counsel"** means Gilmore & Bell, P.C.

- **"Bond Proceeds"** means proceeds of any Obligations issued by the Unified Government, less costs of issuance, capitalized interest and any required reserves.

- **"Certificate of Project Costs"** means a certificate relating to Project Costs in substantially the form attached hereto as ***Exhibit G***.

- **"Certificate of Substantial Completion"** means a certificate evidencing Substantial Completion of the Project, in substantially the form attached hereto as ***Exhibit H***.

- **"CID"** means the community improvement district created over the District by the Unified Government in accordance with the CID Act.

- **"CID Act"** means the community improvement district act contained in K.S.A. 12-6a26 *et seq*.

- **"CID Administrative Service Fee"** means a fee payable to the Unified Government as provided in **Section 5.5** hereof, equal to 1.0% of all CID Sales Tax Revenue.

- **"CID Collection Period"** means the period of time ending twenty-two (22) years after the commencement of the CID Sales Tax.

- **"CID Costs"** means all Project Costs (as defined in the CID Act) eligible for disbursement to Developer pursuant to the CID Act and this Agreement, and payable from the revenues derived from the CID Sales Tax, including necessary reserves, capitalized interest and costs of issuance.

- **"CID Obligations"** means bonds, notes or other Obligations, singly or in series, issued by the Unified Government pursuant to the CID Act and in accordance with this Agreement.

- **"CID Sales Tax"** means the 1.25% community improvement district sales tax to be imposed within the CID pursuant to the CID Act for the CID Term.

- **"CID Sales Tax Revenue"** means all revenues received by the Unified Government from the CID Sales Tax, as set forth in **Section 5.1**.

- **"CID Sales Tax Fund"** means the Rainbow Village CID Sales Tax Fund, created pursuant to the CID Act and **Section 5.2** hereof.

- **"City"** means the City of Kansas City, Kansas.

- **"Construction Plans"** means plans, drawings, specifications and related documents, and construction schedules for the construction of the Project, together with all supplements, amendments and corrections, submitted by Developer and, if applicable, approved by the Unified Government, in accordance with this Agreement.

- **"County"** means Wyandotte County, Kansas.

- **"Developer"** means Rainbow Legacy Investors, LLC, a limited liability company organized and existing under the laws of the State of Kansas, and any successors and assigns approved in accordance with this Agreement.

- **"Developer Event of Default"** means any event or occurrence as defined **in Section 12.1**.

- **"District"** has the meaning set forth in the Recitals.

- **"Excusable Delay"** means any delay beyond the reasonable control of the Party affected, including any delays to the Project Schedule, caused by damage or destruction by fire or other casualty, power failure, strike, shortage of materials, unavailability of labor, delays in the receipt of Permitted Subsequent Approvals as a result of unreasonable delay on the part of the applicable Governmental Authorities, adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or abnormal duration, tornadoes, the inability of Developer to locate purchasers, tenants, or users in connection with any portion of the Project, any other reasonable hindrance to Developer's development of the Project provided such hindrance is not caused by Developer, and any other events or conditions, including but not limited to any litigation interfering with or delaying the construction of all or any portion of the Project in accordance with this Agreement, which in fact prevents the Party so affected from discharging its respective obligations hereunder.

- **"Governmental Approvals"** means all plat approvals, re-zoning or other zoning changes, site plan approvals, conditional use permits, variances, building permits, architectural review or other subdivision, zoning or similar approvals required for the implementation of the Project and consistent with the Plans and this Agreement.

- **"Governmental Authorities"** means any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any type of any governmental unit (federal, state or local) whether now or hereafter in existence.

- **"Incremental Property Tax Revenue"** means the following percentages of the incremental increase in real property taxes over the Base Property Taxes in the District, subject to the TIF Act and the terms of this Agreement: one hundred percent (100%) in years 1-11 of the TIF Term, and seventy five percent (75%) in years 12-20 of the TIF Term.

- **"IRBs"** has the meaning set forth in **Section 7.1**.

- **"Obligations"** means bonds, notes or other obligations, singly or in series, issued by the Unified Government pursuant to Applicable Laws and Requirements, and in accordance with this Agreement, to reimburse Developer for costs of the Project from any and all of the revenue streams described in this Agreement.

- **"Parties"** means Developer and the Unified Government and their successors and assigns.

- **"Permitted Subsequent Approvals"** means the zoning and building permits and other governmental approvals customarily obtained prior to construction which have not been obtained on the Effective Date, which the Unified Government or other governmental entity has not yet determined to grant.

- **"Plans"** means any Site Plan, Construction Plans and all other Governmental Approvals necessary to construct the Project in accordance with Unified Government code, applicable laws of Governmental Authorities and this Agreement.

- **"Project"** has the meaning set forth in the Recitals.

- **"Project Area"** means the approximately 2.07+/- acres located at or about 3440 Rainbow Blvd., Kansas City, Wyandotte County, Kansas, and any and all immediately adjacent right-of-way, as legally described on ***Exhibit A*** attached hereto.

- **"Project Budget"** means the estimated project budget for the Project, as set forth in ***Exhibit I***.

- **"Project Costs"** means all costs associated with the Project authorized (whether by statute, policy, ordinance of the Unified Government or otherwise) for reimbursement to Developer including, but not limited to, acquisition costs, soft costs, architectural and engineering costs, legal expenses, financing fees and expenses, demolition costs, utility and infrastructure improvement fees and costs, signage costs, landscaping costs, inspection and testing expenses, developer fees, structural costs, parking lot related costs, vertical improvement costs, tenant improvement or tenant allowance costs, and other costs required to complete and implement the Project in accordance with Applicable Laws and Requirements, whether or not such costs were undertaken by Developer, and including, as applicable, any Redevelopment Project Costs and CID Costs.

- **"Project Plan"** means the Amended Redevelopment Project Plan dated _June 9, 2016, which was approved by the Unified Government on June 9, 2016 pursuant to Ordinance No. O-32-16, which ordinance is attached hereto as ***Exhibit D***.

- **"Project Schedule"** means the estimated schedule of completion of the Project shown on ***Exhibit J***.

- **"Redevelopment District"** means the Rainbow Village Redevelopment District, created by the Unified Government on December 17, 2015 by the adoption of Ordinance No. O-72-15, and pursuant to the TIF Act, and legally described on **Exhibit A** hereto.

- **"Redevelopment Project Costs"** means redevelopment project costs as defined in the TIF Act, subject to the terms of this Agreement, including all necessary reserves, capitalized interest and costs of issuance.

- **"Redevelopment Project Cost Cap"** means the maximum amount of Incremental Property Tax Revenue reimbursable to Developer, which shall be equal to $2,000,000 plus actual interest costs on the costs of the Project incurred by Developer, and is only applicable to Redevelopment Project Costs reimbursable to Developer from Incremental Property Tax Revenue. The Redevelopment Project Cost Cap shall not be applicable to CID Costs reimbursable to Developer from CID Sales Tax Revenue, or Redevelopment Project Costs reimbursable to Developer from Transient Guest Tax Revenue, and shall not include expenses of the Unified Government.

- **"Site Plan"** means, if applicable, the final site plan submitted by Developer to the Unified Government and approved by the Unified Government pursuant to applicable Unified Government ordinances, regulations and Unified Government code provisions, which may be approved as a whole or approved in phases or stages.

- **"Substantial Completion"** has the meaning set forth in **Section 8.7.**

- **"Tax Increment Fund"** means the Rainbow Village Tax Increment Fund created pursuant to the TIF Act and **Section 4.2** hereof.

- **"TIF Act"** means the Kansas Tax Increment Financing District Act, K.S.A. 12-1770 *et seq.*, as amended and supplemented from time to time.

- **"TIF Administrative Service Fee"** means a fee payable to the Unified Government as provided in **Section 4.3** hereof, equal to 1.0% of all Incremental Property Tax Revenues up to the Redevelopment Project Cost Cap, and all Transient Guest Tax Revenues, received by the Unified Government.

- **"TIF Obligations"** means bonds, notes or other Obligations, singly or in series, issued by the Unified Government pursuant to the TIF Act and in accordance with this Agreement.

- **"TIF Term"** means that period of time beginning on the date the ordinance approving the Project Plan becomes effective and ending either when all Redevelopment Project Costs and accrued interest have been paid to Developer and all TIF Obligations have been fully defeased or twenty (20) years, whichever occurs sooner.

- **"Transient Guest Tax Revenue"** means 88.55% of the revenue received by the Unified Government from the transient guest tax of 8% to be captured for the duration of the TIF term.

- **"Transient Guest Tax Statute"** means K.S.A. 12-1696 *et seq.*, as amended by Charter Ordinance No. CO-03-08, adopted by the Unified Government's governing body on July 31, 2008, as further amended and supplemented from time to time.

- **"Unified Government"** means the Unified Government of Wyandotte County/Kansas City, Kansas.

- **"Unified Government Event of Default"** means any event or occurrence defined in **Section 12.2**.

- **"Unified Government Representative"** means the Mayor/CEO or County Administrator, and such other person or persons at the time designated to act on behalf of the Unified Government in matters relating to this Agreement.

- **"Unified Government Indemnified Parties"** has the meaning set forth in **Section 11.1**.

2 REPRESENTATIONS AND WARRANTIES

2.1 Representations of Unified Government. The Unified Government represents and warrants that it has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary Unified Government proceedings, findings and actions. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Unified Government, enforceable in accordance with its terms.

2.2 Representations of Developer. Developer makes the following representations and warranties, which are true and correct on the date hereof:

A. <u>Due Authority.</u> Developer represents and warrants that it has all necessary organizational power and authority to execute, deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary procedures. Accordingly, this Agreement constitutes the legal valid and binding obligation of Developer, enforceable in accordance with its terms.

B. <u>No Defaults or Violation of Law.</u> The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof, to the best of Developer's actual knowledge, do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

C. <u>No litigation.</u> No litigation, proceeding or investigation is pending or, to the actual knowledge of Developer, threatened against the Project, Developer, or any officer, director, member or shareholder of Developer that would adversely affect or impair the Project or the obligations of Developer under this Agreement. In addition, no litigation, proceeding or investigation is pending or, to the actual knowledge of Developer, threatened against 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 Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by Developer, of the terms and provisions of this Agreement.

D. No Material Change. (1) Developer has not incurred any material liabilities or entered into any material transactions associated with the Project, other than in the ordinary course of business and except for the transactions contemplated by this Agreement, and (2) there has been no material adverse change in the business, financial position, prospects or results of operations of Developer, which could affect Developer's ability to perform its obligations pursuant to this Agreement from that shown in the financial information provided by Developer to the Unified Government prior to the execution of this Agreement.

E. Governmental or Corporate Consents. To the best of Developer's actual knowledge, 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 Developer of this Agreement, other than Permitted Subsequent Approvals.

F. No Default. No Developer 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 Developer Event of Default in any material respect.

G. Approvals. Except for Permitted Subsequent Approvals, to the best of Developer's actual knowledge, Developer has received and is in good standing with respect to all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to conduct and to continue to conduct its business associated with the Project and this Agreement as heretofore conducted by it and to own or lease its properties as now owned or leased by it. Except for the Permitted Subsequent Approvals, to the best of Developer's actual knowledge, Developer has obtained all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to acquire, construct, equip, operate and maintain the Project. Developer reasonably believes that all such certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, which have not yet been obtained will be obtained in due course.

H. Construction Permits. Except for the Permitted Subsequent Approvals, to the best of Developer's actual knowledge, all governmental permits and licenses required by applicable law to construct, occupy and operate the Project have been issued and are in full force and effect or, if the present stage of development does not allow such issuance, Developer reasonably believes, after due inquiry of the appropriate governmental officials, that such permits and licenses will be issued in a timely manner in order to permit the Project to be constructed.

I. Compliance with Laws. To the best of Developer's actual knowledge, 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 and operations as contemplated by this Agreement.

J. Other Disclosures. The information furnished to the Unified Government by Developer in connection with the matters covered in this Agreement are true and correct and do not contain any untrue statement of 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 circumstance under which it was made, not misleading.

K. Project. Developer represents and warrants that the Project Area is sufficient to construct the Project as contemplated in the Project Plan and this Agreement.

2.3 Developer's Acquisition of the Project Area. At the time that this Agreement is executed, Developer represents that, except for the public right-of-way included in the District, it has legal fee simple title (or easements as the case may be) to all the necessary real property in the Project Area needed for construction of the Project. All of the real property in the Project Area owned by Developer shall be held in the name of Developer and shall be subject to the terms, conditions and covenants contained in this Agreement and in the Project Plan, subject to the rights of Transfer & Assignment under **Section 10**.

3 FINANCING OF PROJECT COSTS GENERALLY

3.1 Unified Government's Obligation to Reimburse Developer. In consideration for Developer's agreement to construct the Project, and subject to available revenues and the terms of this Agreement, the Unified Government agrees to reimburse Developer for all Redevelopment Project Costs from Incremental Property Tax Revenue in a total amount not to exceed the Redevelopment Project Cost Cap, to reimburse Developer for all of its other Redevelopment Project Costs from Transient Guest Tax Revenue, and to reimburse Developer for all of its CID Costs from CID Sales Tax Revenue. Subject to available revenues, Developer shall be reimbursed for Project Costs (1) from Obligations as provided in this Section 3, or (2) if Obligations are not issued, then, as applicable, from the Tax Increment Fund as funds are collected in the Tax Increment Fund and/or the CID Sales Tax Fund as funds are collected in the CID Sales Tax Fund (the "**Pay As You Go**" method), as further set forth in **Section 4.2(B)** and **Section 5.2(B)**. The Parties agree that all reimbursement to Developer shall be made only from Obligations or on a Pay As You Go basis, or a combination thereof. Nothing in this Agreement shall obligate the Unified Government to issue Obligations to reimburse Developer for any cost that is not a Redevelopment Project Cost or a CID Cost, as applicable. The Parties further agree that the Unified Government shall have no obligation to reimburse Developer until funds are available in the Tax Increment Fund or the CID Sales Tax Fund, or until the proceeds of Obligations are available, as applicable.

3.2 Pay As You Go Financing. For the Project Costs to be reimbursed to Developer on a Pay As You Go basis, the Incremental Property Tax Revenue or the CID Sales Tax Revenue, as applicable, will be disbursed by the Unified Government from the respective fund set forth in this Agreement, from time to time, but not more often than on a quarterly basis, to reimburse Developer for the applicable Project Costs. Target dates for quarterly distributions are April 30th, July 31st, October 31st, and January 31st. Except as otherwise provided in this Section 3, the Incremental Property Tax Revenue and the CID Sales Tax Revenue, as applicable, shall be disbursed from the Unified Government to Developer if and to the extent that there are available funds in the respective fund established under this Agreement.

3.3 Obligations.

A. Generally. The Parties hereby acknowledge and agree that, pursuant to Charter Ordinance No. CO-03-08, adopted by the Unified Government on July, 31, 2008, Transient Guest Tax Revenue may only be pledged to finance the Project through the issuance of TIF Obligations in accordance with the TIF Act. The Unified Government hereby agrees to take all reasonably necessary steps to consider the issuance of TIF Obligations to enable the Project to be financed, in part, with Transient Guest Tax Revenue; provided, however, that if such Obligations are issued in accordance with this Agreement, the Obligations issued to finance the Project with Transient Guest Tax Revenue shall be placed with the Developer or its lender, shall not be tax-exempt, and shall not be transferable except with the prior written consent of the Unified Government. The Developer or its lender, and any subsequent transferee that is approved by the Unified Government, shall execute and deliver to the Unified Government an investment letter in a form satisfactory to the Unified Government. In addition, although it is anticipated that reimbursement of Project Costs with Incremental Property Tax Revenue and CID Sales Tax Revenue will be made on a Pay As You Go basis, upon the future request of Developer, the Unified Government may, in its sole discretion, consider the issuance of Obligations to reimburse Developer for Project Costs with Incremental Property Tax Revenue and CID Sales Tax Revenue, in addition to the Obligations issued or re-issued to finance the Project with Transient Guest Tax Revenue. In the event that Obligations are issued, the Developer may be reimbursed from Incremental Property Tax Revenue and CID Sales Tax Revenue on a Pay As You Go basis to the extent that Project Costs are not paid from the proceeds of the Obligations, but such Pay As You Go reimbursement shall be subordinate to payment of the debt service on the Obligations.

B. Obligation Conditions. The Developer may make a written request to the Unified Government to issue Obligations, and the Unified Government agrees to take all reasonably necessary steps to consider the issuance of Obligations upon receipt of such written request and when the following conditions have been satisfied (collectively, the **"Obligation Conditions"**):

(1) The Unified Government has approved the terms and conditions of the Obligations in its reasonable discretion.

(2) The Developer has provided the Unified Government with satisfactory evidence from a commercial lender providing that (a) the Developer has closed on a loan with the lender in an amount sufficient, when added to the equity available to the Developer (which equity Developer has verified is available), will be sufficient to cause the construction and completion of the Project; and (b) such loan proceeds are available for disbursement without any material conditions, other than conditions customary on regular construction draws.

C. Terms of Obligations. In the event the Unified Government determines that the issuance of Obligations is reasonable, based upon then current market conditions determined by the Unified Government in consultation with its financial advisor, the Obligations may be incurred up to an aggregate principal amount that will fund all

Redevelopment Project Costs, CID Costs, capitalized interest, debt service reserves and costs of issuance. The Obligations may be issued in one or multiple series, at the discretion of the Unified Government. Obligations may include such capitalized interest as deemed necessary by the Unified Government. The final maturity of the Obligations shall not exceed the maximum term permissible under the TIF Act or the CID Act, as applicable. The Unified Government will approve the method of marketing the Obligations and may require limitations on the denominations or types of purchasers. Subject to Applicable Laws and Requirements, the Obligations shall bear interest at such rates, shall be subject to redemption and shall have such terms (including required projected coverage ratios and reserve funds) as the Unified Government shall determine in its sole discretion. The Unified Government shall have the sole control of the disbursement of the proceeds of the Obligations, subject to the requirements in the documents governing the Obligations and this Agreement.

D. Cooperation in the Issuance of Obligations.

(1) The Developer covenants to cooperate and take all reasonable actions necessary to assist the Unified Government and its Bond Counsel, the Unified Government's underwriter and financial advisors in the preparation of the financing documents, offering statements, private placement memorandum or other disclosure documents and all other documents necessary to market, sell and issue the Obligations, including (i) disclosure of tenants within the Project and the non-financial terms of the leases between the Developer and such tenants; and (ii) providing sufficiently detailed estimates of Redevelopment Project Costs. The Developer will not be required to disclose to the general public or any investor the rent payable under any such lease or any proprietary or confidential financial information pertaining to the Developer, its tenants, or the leases with its tenants, but upon the execution of a confidentiality agreement acceptable to the Developer, the Developer will provide such information to the Unified Government's attorneys, the Unified Government's financial advisors, the underwriter and their counsel to enable such parties to satisfy their due diligence obligations.

(2) The Developer further agrees to reasonably cooperate, if necessary: (i) to provide a closing certificate upon request by the Unified Government, (ii) if required by Bond Counsel, to cause its counsel to provide a legal opinion regarding due authority, and (iii) to provide all information reasonably necessary in connection with the marketing, sale and issuance of the Obligations, including compliance with any continuing disclosure obligations required in relation thereto.

(3) The Developer agrees to execute, deliver and perform under any necessary continuing disclosure agreement reasonably requested by the Underwriter.

E. Unified Government to Select Bond Counsel, Financial Advisor and Underwriter; Term and Interest Rate. The Unified Government shall have the sole right to select the designated Bond Counsel, financial advisor and underwriter (and such additional consultants as the Unified Government reasonably deems necessary for the issuance of the Obligations), and shall have sole authority (subject to Applicable Laws and

Requirements) to determine the terms of the Obligations, including, but not limited to, the interest rate on such Obligations.

F. Disbursement of Proceeds of Obligations. The Unified Government shall have sole control of disbursements of the proceeds of the Obligations, which control shall be exercised in substantial accordance with this Agreement, and further subject to the provisions of any ordinance or resolution authorizing the issuance of Obligations, and/or a bond trust indenture governing the rights and obligations of the Unified Government and holders of such Obligations.

4 TIF REIMBURSABLE COSTS

4.1 Reimbursement of Redevelopment Project Costs. Subject to the terms and conditions of this Agreement and the TIF Act, the Unified Government shall cause Developer to be reimbursed for all of its Redevelopment Project Costs from the Incremental Property Tax Revenue up to the Redevelopment Project Cost Cap and from Transient Guest Tax Revenue, as more particularly set out in this **Section 4**.

4.2 Tax Increment Fund.

A. **Creation of Tax Increment Fund; Deposit of Incremental Tax Revenues.** During the TIF Term, all Incremental Property Tax Revenue and Transient Guest Tax Revenue generated in the District shall be deposited into a fund to be known as the Rainbow Village Tax Increment Fund (the "**Tax Increment Fund**"), which shall be established and administered by the Unified Government in compliance with this Agreement and Applicable Laws and Requirements.

B. **Disbursements from Tax Increment Fund.** All disbursements from the Tax Increment Fund will be made only to pay Redevelopment Project Costs, including the payment of principal of and interest on any TIF Obligations issued by the Unified Government to finance, in whole or in part, the Project. The Unified Government shall have sole control of the disbursements from the Tax Increment Fund. Such disbursements shall first be made to pay the TIF Administrative Service Fee to the Unified Government pursuant to **Section 4.3**, and then, after payment of the TIF Administrative Service Fee, debt service on bonds if Obligations are issued, then to reimburse Developer for Redevelopment Project Costs incurred by Developer. The Parties understand and agree the TIF will terminate after Developer has been reimbursed for all Redevelopment Project Costs from Incremental Property Tax Revenue up to the Redevelopment Project Cost Cap, Developer has been reimbursed for all its other Redevelopment Project Costs from Transient Guest Tax Revenue, and all TIF Obligations, including the principal thereof and the interest thereon, have been paid in full.

4.3 TIF Annual Administrative Service Fee. The Unified Government will collect the TIF Administrative Service Fee on all Incremental Property Tax Revenue up to the Redevelopment Project Cost Cap and on all Transient Guest Tax Revenue. The TIF Administrative Service Fee will be used to cover the administration and other Unified Government costs incurred for the duration of the TIF Term, and will be in addition to the costs identified in the Project Budget. The TIF Administrative Service Fee may be paid at the same frequency as the TIF distributions are paid to Developer from the Incremental

Property Tax Revenue and Transient Guest Tax Revenue deposited in the Tax Increment Fund, or as the proceeds of TIF Obligations are disbursed to Developer, as applicable, and will be deemed a Redevelopment Project Cost. If TIF Obligations have been issued and there are insufficient funds available in the Tax Increment Fund to pay the TIF Administrative Service Fee, then such TIF Administrative Service Fee will accrue and be paid to the Unified Government in full at such time as sufficient funds are available in the Tax Increment Fund.

4.4 **Redevelopment Project Cost Cap.** The Parties hereby acknowledge and agree that, subject to the terms of this Agreement and the TIF Act, Developer will be reimbursed for Redevelopment Project Costs from Incremental Property Tax Revenue up to a maximum amount equal to $2,000,000 plus actual interest costs on the costs of the Project incurred by Developer. The Redevelopment Project Cost Cap shall not be applicable to CID Costs reimbursable to Developer from CID Sales Tax Revenue, or Redevelopment Project Costs reimbursable to Developer from Transient Guest Tax Revenue, and shall not include expenses of the Unified Government. Proceeds actually received by Developer from monthly Pay-As-You-Go payments made by the UG shall be prioritized to pay the other line items contained in the Project Budget attached hereto as ***Exhibit I*** before being applied to accrued interest.

5 CID SALES TAX REVENUE

5.1 **Reimbursement of CID Sales Tax Revenue**. Subject to the terms and conditions of this Agreement and the CID Act, the Unified Government shall cause the imposition of the CID Sales Tax within the District. The resulting revenue from the imposition of the CID Sales Tax (the "**CID Sales Tax Revenue**") will be collected and applied to reimburse Developer for all of its CID Costs. The Unified Government shall, simultaneously with the approval and execution of this Agreement, authorize the levy of the CID Sales Tax and direct the Unified Government's staff to take all actions necessary to impose such CID Sales Tax commencing on the next available calendar quarter.

5.2 **CID Sales Tax Fund.**

A. **Creation of CID Sales Tax Fund; Deposit of CID Sales Tax Revenue.** During the existence of the CID, all CID Sales Tax Revenue generated within the District shall be deposited into a fund to be known as the Rainbow Village CID Sales Tax Fund (the "**CID Sales Tax Fund**"), which shall be established and administered by the Unified Government in compliance with this Agreement and Applicable Laws and Requirements.

B. **Disbursements from CID Sales Tax Fund.** All disbursements from the CID Sales Tax Fund will be made to reimburse Developer for CID Costs, including the payment of principal of and interest on any CID Obligations issued by the Unified Government to finance, in whole or in part, the Project. The Unified Government shall have sole control of the disbursements from the CID Sales Tax Fund. Such disbursements shall first be made to pay the CID Administrative Service Fee to the Unified Government pursuant to **Section 5.5**, then, after payment of the CID Administrative Service Fee, to reimburse Developer for CID Costs incurred by Developer.

5.3 **CID Collection Period.** The CID Sales Tax will be collected within the District for a period that commences on the date that the CID Sales Tax is imposed up to and concluding upon the date occurring twenty two (22) years thereafter (the "**CID Collection Period**"). At the end of the CID Collection Period, the Parties understand and agree that the CID and CID Sales Tax will terminate.

5.4 **CID Reimbursement for Maintenance and Repair.** The Parties agree that in addition to the reimbursement of CID Costs, the CID Sales Tax Revenue will be used to reimburse Developer for Developer's actual costs in connection with the ongoing renovation, maintenance, and repair of the Project, provided that (i) the CID Collection Period has not expired, and (ii) all such costs are eligible under the CID Act. Prior to the Unified Government's approval of a Certificate of Project Costs for ongoing renovation, maintenance, and repair, the Unified Government will have the right, to perform an inspection to ensure proper maintenance of the Project.

5.5 **CID Annual Administrative Service** Fee. The Unified Government will collect the CID Administrative Service Fee on all CID Sales Tax Revenue. The CID Administrative Service Fee will be used to cover the administration and other Unified Government costs incurred for the duration of the CID Collection Period, and will be in addition to the costs identified in the Project Budget. The CID Administrative Service Fee may be paid at the same frequency as the CID distributions are paid to Developer from the CID Sales Tax Revenue deposited in the CID Sales Tax Fund, or as the proceeds of CID Obligations are disbursed to Developer, as applicable, and will be deemed a CID Cost. If CID Obligations have been issued and there are insufficient funds available in the CID Sales Tax Fund to pay the CID Administrative Service Fee, then such CID Administrative Service Fee will accrue and be paid to the Unified Government in full at such time as sufficient funds are available in the CID Sales Tax Fund. Developer may continue to use any surplus amounts of CID Sales Tax Revenue after all CID Costs have been reimbursed, for any purpose authorized by the CID Act.

6 DEVELOPER REIMBURSEMENT PROCEDURES

6.1 **Certificate of Project Costs.** All requests for payment or reimbursement of Project Costs shall be made in a Certificate of Project Costs in substantially the form attached hereto as ***Exhibit G***. Requests for payment of Project Costs shall be submitted by Developer to the Unified Government not more often than monthly. Developer shall provide itemized invoices, real estate contracts, receipts or other information reasonably requested, if any, to confirm that any such cost has been incurred by Developer, and shall further provide a summary sheet detailing the costs requested to be paid or reimbursed. Such summary sheet, including any attachments or supplements thereto, shall show the approximate date such cost was incurred and/or paid, the payee, a brief general description of the type of cost paid, and the amount paid. Developer shall provide such additional information as reasonably requested by the Unified Government to confirm that the such costs have been paid and qualify as Project Costs.

6.2 **Inspection.** The Unified Government reserves the right to, upon reasonable notice to Developer, have its engineer or other agents or employees inspect all work in respect of which a Certificate of Project Costs is submitted, to examine Developer's records relating to all expenses related to the invoices to be paid, and to obtain from such parties such other information as is reasonably necessary for the Unified Government to evaluate compliance with the terms of this Agreement.

6.3 Review and Approval. The Unified Government shall have thirty (30) calendar days after receipt of any Certificate of Project Costs to review and respond by written notice to Developer. If the submitted Certificate of Project Costs and supporting documentation demonstrates that: (1) the request relates to the Project; (2) the applicable expense(s) have been paid; (3) Developer is not in material default under this Agreement; and (4) there is no fraud on the part of Developer, then the Unified Government shall approve the Certificate of Project Costs and make, or cause to be made, payment or reimbursement from the Tax Increment Fund, the CID Sales Tax Fund, or from the Proceeds of Obligations, as applicable, in accordance with this Agreement, within thirty (30) days following the Unified Government's approval of the Certificate of Project Costs. If the Unified Government reasonably disapproves the Certificate of Project Costs, the Unified Government shall notify Developer in writing of the reason for such disapproval within such thirty (30) day period. Approval of the Certificate of Project Costs will not be unreasonably withheld, conditioned, or delayed.

6.4 Right to Inspect and Audit. Developer agrees that, for up to one (1) year after completion of the Project, the Unified Government, with reasonable advance notice and during normal business hours, shall have the right and authority to review and audit from time to time, all of Developer's books and records relating to the Project Costs (including all general contractor's sworn statements, general contracts, subcontracts, material purchase orders, waivers of lien, paid receipts and invoices).

6.5 Limitation on Unified Government's Payment Obligations. Notwithstanding any other term or provision of this Agreement, the Unified Government's obligation to reimburse Developer for Project Costs shall be limited to monies in the Tax Increment Fund, the CID Sales Tax Fund, or to the extent Obligations are issued, from Bond Proceeds, and shall not be payable from any other source.

7 INDUSTRIAL REVENUE BONDS

7.1 Sales Tax Exemption. Developer may make application to the Unified Government for, and the Unified Government staff will recommend approval of, the issuance of Industrial Revenue Bonds (**"IRBs"**) for the purpose of qualifying Developer for a sales tax exemption on construction materials pursuant to Applicable Laws and Requirements including K.S.A. 79-3606(b). If approved by the Unified Government, the IRBs will be purchased by Developer or its lender. If the IRBs are approved, the Unified Government agrees to cooperate with Developer in securing the sales tax exemption.

8 THE PROJECT

8.1 Scope of the Project. Developer shall construct, or cause to be constructed, the Project substantially in accordance with the terms and conditions of the Project Plan and this Agreement.

8.2 Project Schedule.

A. Subject to the terms and conditions of this Agreement, Developer will use reasonable efforts to construct, or cause to be constructed, the Project in accordance with the Project Schedule attached hereto as ***Exhibit J.*** The completion of the Project shall be evidenced by the Unified Government delivery of a Certificate of Substantial Completion in accordance with **Section 8.7** of this Agreement.

B. The Unified Government agrees to act in good faith and use its best efforts to timely process and review all Plans and consider the issuance of all necessary permits and other approvals, including building permits, rezoning approvals, preliminary and final plat approval, and all other permits or approvals which are required for Developer and businesses within the District to construct the Project. To the extent the Unified Government determines that any Plans or other documents or requests submitted by Developer for the Unified Government's approval are unacceptable, the Unified Government shall provide a written description detailing the portions of the Plans or documents that are unacceptable and provide Developer a reasonable opportunity to remedy, or cause to be remedied, the same.

C. The Parties recognize and agree that market and other conditions may affect the Project Schedule. Therefore, the Project Schedule is subject to change and/or modification, with the prior written approval of the Unified Government, which shall not be unreasonably conditioned, delayed, or withheld, upon a showing by Developer of changed or adverse market or other conditions. Notwithstanding anything herein to the contrary, failure to construct, lease or occupy the Project according to the Project Schedule shall not constitute a breach of this Agreement nor serve as a basis for withholding of reimbursement pursuant to this Agreement.

8.3 **Project Budget.** Developer estimates that the costs associated with the Project are as set forth in ***Exhibit I*** attached hereto, it being acknowledged by the Parties that the Project Budget has been prepared prior to planning, zoning and plat approvals and prior to final bids based on said approvals, and the Project Budget is, therefore, subject to change at Developer's discretion. Upon request of the Unified Government in connection with a Certificate of Project Costs, Developer shall provide a detailed sources and uses of funds for the Project Costs sought to be reimbursed pursuant to the Certificate of Project Costs.

8.4 **Design of Project.** In order to further the development of the Project, the Unified Government hereby authorizes Developer to construct, or cause to be constructed, the Project according to the Plans approved by the Unified Government.

8.5 **Project Zoning, Planning, Platting and Construction.**

A. <u>Conformance with Project Plan</u>. The Project will be developed and constructed substantially in accordance with this Agreement and the Plans and Project Plan submitted by Developer and approved by the Unified Government's governing body. No "substantial changes," as defined by K.S.A. 12-1770a, shall be made to the Project, except as may be mutually agreed upon, in writing, between Developer and the Unified Government. Any "substantial changes" shall be made only in accordance with the TIF Act.

B. <u>Site Plan</u>. Developer will prepare and submit Site Plans for the Project to the Unified Government for review and approval pursuant to the Unified Government Code. The Site Plans will be in substantial conformance with the Project Plan and this Agreement.

C. Zoning, Planning and Platting. The Unified Government agrees to consider and act on any zoning, planning and platting applications by Developer in due course pursuant to established policies and procedures. Developer shall diligently pursue approval of such an application. .

D. Construction Plans. After approval of the Site Plan, Developer shall submit Construction Plans for the Project for review and approval pursuant to Unified Government Code. Construction Plans may be submitted in phases or stages. The Construction Plans shall be in sufficient completeness and detail to show that construction will be substantially in conformance with the Project Plan and this Agreement. Developer agrees that all construction, improvement, equipping, and installation work on the Project shall be done substantially in accordance with the Site Plan, Construction Plans and related documents to be approved by the Unified Government in compliance with Unified Government Code.

E. Construction Permits and Approvals. Before commencement of construction or development of any buildings, structures or other work or improvements, Developer shall, at its own expense, secure or cause to be secured any and all permits and approvals which may be required by the Unified Government pursuant to the Unified Government Code, or by any other Governmental Authorities having jurisdiction as to such construction, development or work. The Unified Government shall cooperate with and provide all usual assistance to Developer in securing these permits and approvals, and shall diligently process, review and consider all such permits and approvals as may be required by law; except provided that the Unified Government shall not be required to issue any such permits or approval for any portion of the Project reasonably determined to not be in substantial conformance with the Project Plan or this Agreement.

F. Development Schedule. Developer shall commence construction of the Project in a good and workmanlike manner in substantial accordance with the terms of this Agreement. Developer shall cause the Project to be completed with due diligence, subject to Excusable Delay. Upon reasonable advance notice, Developer shall meet with the Unified Government to review and discuss the design and construction of the Project in order to enable the Unified Government to monitor the status of construction and to determine that the Project is being performed and completed in substantial accordance with this Agreement.

G. Continuation and Completion. Subject to Excusable Delays, and except as otherwise agreed to by the Parties in writing, once Developer has commenced construction of the Project, or a particular phase of the Project as approved by the Unified Government, Developer shall not permit cessation of work on the Project or such phase of the Project for a period in excess of 60 consecutive days or 90 days in the aggregate without prior written consent of the Unified Government (provided that build out of tenant spaces or other construction within a completed "shell", shall not be subject to this requirement).

H. Antidiscrimination. Developer, for itself, its successors and assigns, and any contractor with whom Developer has contracted for the performance of work on the Project, agrees that in the construction, renovation, improvement, equipping, repair and installation of the Project provided for in this Agreement, Developer will not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, disability, national origin or ancestry.

I. No Waiver. Nothing in this Agreement will constitute a waiver of the Unified Government's right to consider and approve or deny Governmental Approvals pursuant to the Unified Government's regulatory authority as provided by Unified Government Code and applicable state law. Developer acknowledges that satisfaction of certain conditions contained in this Agreement require the reasonable exercise of the Unified Government's discretionary zoning authority by the Unified Government's Planning Commission and Governing Body in accordance with Unified Government Code and applicable state law.

8.6 Rights of Access. Representatives of the Unified Government shall have the right of access to the Project, without charges or fees, at normal construction hours during the period of construction, upon reasonable notice to Developer, for the purpose of ensuring compliance with this Agreement, including the inspection of the work being performed in constructing, renovating, improving, equipping, repairing and installing the Project; provided, however, that such representatives of the Unified Government, prior to any such access, shall check in with the on-site manager, and at all times while present at the Project, shall carry proper identification, insure their own safety assuming the risk of injury, and not interfere with the construction activity.

8.7 Certificate of Substantial Completion. Promptly after completion of the Project in accordance with the provisions of this Agreement, Developer shall submit a Certificate of Substantial Completion to the Unified Government. "**Substantial Completion**" shall mean Developer will have completed substantially all work with respect to the Project and provided all Certificates of Project Costs with respect to the Project (except those related to ongoing maintenance and repair or tenant improvement costs and expenses). The Certificate of Substantial Completion will be in substantially the form attached as ***Exhibit H.*** The Unified Government shall, within ten (10) business days following delivery of the Certificate of Substantial Completion, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. The Unified Government's execution of the Certificate of Substantial Completion shall constitute evidence of the satisfaction of Developer's agreements and covenants to construct the Project to which the Certificate of Substantial Completion relates.

9 USE OF PROJECT

9.1 Operation of Project. The Project shall comply with all applicable building and zoning, health, environmental and safety codes and laws and all other Applicable Laws, rules and regulations. Developer will, at its own expense, secure or cause to be secured, any and all permits which may be required by the Unified Government and any other governmental agency having jurisdiction for the construction and operation of the Project.

9.2 Sales Tax Information.

A. Developer agrees to use commercially reasonable efforts to cause all assignees, purchasers, tenants, subtenants or any other entity acquiring property or occupancy rights in the District to be obligated to provide to the County Administrator and the Finance Director along with submission to the Kansas Department of Revenue the monthly sales tax returns for their facilities in the District. This obligation shall be a covenant running with the land and shall be enforceable against any business operating in the District and shall only terminate upon termination of the CID. Developer hereby agrees to use commercially reasonable efforts to cause the written contracts with all such tenants or purchasers to provide that the Unified Government is an intended third party beneficiary of such provisions and has a separate and independent right to enforce such provisions directly against such tenant or purchaser.

B. To the extent it may legally do so, information obtained pursuant to this Section shall be kept confidential by the Unified Government in accordance with K.S.A. 79-3657.

9.3 Taxes, Assessments, Encumbrances and Liens.

A. So long as Developer owns real property within the District, Developer will pay, or cause to be paid, when due, all real estate taxes and assessments on the property it owns within the District. Nothing herein will be deemed to prohibit Developer from contesting the validity or amounts of any tax, assessment, encumbrance or lien, or to limit the remedies available to Developer in respect thereto. Developer and any other owners of real property in the District, as applicable, will promptly notify the Unified Government in writing of a protest of real estate taxes or valuation of Developer's or such other owner's property within the District.

B. Subject to the provisions of this Agreement (including Excusable Delay), Developer agrees to use commercially reasonable efforts to prevent mechanics' or other liens from being established or remaining against the Project, or the funds in connection with the Project, for labor or materials furnished in connection with any acquisition, construction, additions, modifications, improvements, repairs, renewals or replacements so made. However, Developer shall not be in default if mechanics' or other liens are filed or established and 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 therefrom. Developer hereby agrees and covenants to indemnify and hold harmless the Unified Government in the event any liens are filed against the Project as a result of acts of Developer, its agents or independent contractors.

9.4 Financing During Construction; Rights of Holders.

A. **No Encumbrances Except Mortgages during Construction.** Notwithstanding any other provision of this Agreement, mortgages are permitted for the acquisition, construction, renovation, improvement, equipping, repair and installation of the Project and to secure permanent financing thereafter. However, nothing contained in this paragraph is intended to permit or require the subordination of general property taxes, special assessments or any other statutorily authorized governmental lien to be subordinate in the priority of payment to such mortgages.

B. **Holder Not Obligated to Construct Improvements.** The holder of any mortgage authorized by this Agreement shall not be obligated by the provisions of this Agreement to construct or complete the Project or to guarantee such construction or completion. Nothing in this Agreement shall be deemed to construe, permit or authorize any such holder to devote the Project to any uses or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

C. **Notice of Default to Mortgage Holders; Right to Cure.** With respect to any mortgage granted by Developer as provided herein, whenever the Unified Government shall deliver any notice or demand to Developer with respect to any breach or default by Developer in completion of construction of the Project, the Unified Government shall at the same time deliver to each holder of record of any mortgage authorized by this Agreement a copy of such notice or demand, if the Unified Government has been requested to do so in writing by Developer. Each such holder shall (insofar as the rights of the Unified Government are concerned) have the right, at its option, within ninety (90) days after the receipt of the notice, to cure or remedy or commence to cure or remedy any such default and to add the cost thereof to the mortgage debt and the lien of its mortgage. Nothing contained in this Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction or completion of the Project (beyond the extent necessary to conserve or protect the Project or construction already made) without first having expressly assumed Developer's obligations to the Unified Government by written agreement reasonably satisfactory to the Unified Government. The holder, in that event, must agree to complete, in the manner provided in this Agreement, that portion of the Project to which the lien or title of such holder relate, and submit evidence satisfactory to the Unified Government that it has the qualifications and financial responsibility necessary to perform such obligations.

D. The restrictions on Developer financing in this Section are intended to and shall apply only to financing during the construction period for the improvements and any financing obtained in connection therewith. Nothing in this Agreement is intended or shall be construed to prevent Developer from obtaining any financing for the Project or any aspect thereof.

9.5 Covenant for Non-Discrimination.

A. Developer covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, disability, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the District, nor shall Developer itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Project.

B. The covenant established in this Section shall, without regard to technical classification and designation, be binding for the benefit and in favor of the Unified Government, its successors and assigns and any successor in interest to the Project or any part thereof. The covenants contained in this Section shall remain for so long as this Agreement is in effect, or so long as Obligations are outstanding, whichever is longer.

10 ASSIGNMENT; TRANSFER

10.1 Transfer Generally. Except as otherwise provided in this Agreement, the rights, duties and obligations hereunder of Developer may not be assigned, in whole or in part, to another entity, without the prior approval of the Unified Government County Administrator, which shall not be unreasonably withheld, conditioned or delayed, with the right to request an appeal to the Unified Government. Any proposed assignee shall, by instrument in writing, for itself and its successors and assigns, and expressly for the benefit of the Unified Government, assume all of the obligations of Developer under this Agreement and agree to be subject to all the conditions and restrictions to which Developer is subject (or, in the event the transfer is of, or relates to, a portion of the District, such obligations, conditions and restrictions to the extent that they relate to such portion). Developer will not be relieved from any obligations set forth herein unless and until the Unified Government specifically agrees to release Developer. Notwithstanding anything herein to the contrary, Developer shall have the right to assign all of its rights, title and interest in this Agreement to a lender for purposes of securing financing without the approval of the Unified Government. If requested by Developer or Developer's lender, the Unified Government hereby agrees to, and authorizes the Unified Government County Administrator to, execute a consent and agreement to such collateral assignment.

10.2 Tenants. No tenant of any part of the District 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 District except Developer shall be entitled to any rights whatsoever or claim upon the tax revenues as set forth herein, except as specifically authorized in writing by Developer and approved by the Unified Government.

10.3 Permitted Assignments/Transfers. The foregoing restrictions on assignment, and the restrictions in **Section 10.4**, shall not apply to (a) any security interest granted to secure indebtedness to any construction or permanent lender, or (b) the sale, rental and leasing of portions of the District for the uses permitted under the terms of this Agreement.

10.4 Developer Reorganization or Transfer of Ownership. Nothing herein shall prohibit Developer from forming additional development or ownership entities to replace or joint venture with Developer for the purpose of business planning. Nothing herein shall prohibit Developer from selling or transferring the Project or the District (or a portion thereof), or Developer's interest therein. Developer shall provide the Unified Government written notice prior to any such restructuring or sale of the Project or District. The Parties agree and acknowledge that any rights of Developer hereunder to receive reimbursement for Project Costs shall run with this Agreement, and as such, any party to which this Agreement is assigned, sold, transferred or conveyed, whether in whole or in part, shall also be assigned any and all rights with respect to reimbursement of Project Costs for those portions of the Project or District (or a portion thereof) assumed by such assignee. Additionally, any party entitled to receive reimbursement of Project Costs hereunder shall have the right, without the consent of the Unified Government, to assign such right to receive reimbursement of Project Costs to Developer as pay-as-you-go proceeds contemplated in this Agreement.

11 GENERAL COVENANTS

11.1 Indemnification of Unified Government.

A. Developer agrees to indemnify and hold the Unified Government, its employees, agents and independent contractors and consultants (collectively, the "**Unified Government Indemnified Parties**") harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, judgments, costs and/or expenses, including court costs and reasonable attorneys' fees, resulting from, arising out of, or in any way connected with

   (1) Developer's actions and undertaking in implementation of the Project or this Agreement,

   (2) the negligence or willful misconduct of Developer, its employees, agents or independent contractors and consultants in connection with the management, design, development, redevelopment and construction of the Project; and

   (3) any delay or expense resulting from any litigation filed against Developer by any member or shareholder of Developer, any prospective investor, prospective partner or joint venture partner, lender, co-proposer, architect, contractor, consultant or other vendor. The Parties further agree as follows:

B. This **Section 11.1** shall not apply to negligence or willful misconduct of the Unified Government or its officers, employees or agents, nor to challenges to the Unified Government's actions in considering and granting entitlements and permits.

C. This **Section 11.1** includes, but is not limited to, any repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remediation, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes including petroleum and its fractions as defined in (a) the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**"; 42 U.S.C. Section 9601, et seq.), (b) the Resource Conservation and Recovery Act ("**RCRA**"); 42 U.S.C. Section 6901 et seq.), and (c) Article 34, Chapter 65, K.S.A. and all amendments thereto, at any place where Developer owns or has control of real property pursuant to any of Developer's activities under this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA to assure, protect, hold harmless and indemnify the Unified Government from liability.

D. In the event any suit, action, investigation, claim or proceeding (collectively, an "**Action**") is begun or made as a result of which Developer may become obligated to one or more of the Unified Government Indemnified Parties hereunder, any one of the Unified Government Indemnified Parties shall give prompt notice to Developer of the occurrence of such event.

E. The right to indemnification set forth in this Agreement shall survive the termination hereof.

11.2 **Insurance.** During the Term, Developer shall maintain or cause to be maintained insurance with respect to the Project covering such risks that are of an insurable nature and of the character customarily insured against by organizations operating similar properties and engaged in similar operations (including but not limited to property and casualty, worker's compensation and general liability) and in such amounts as, in the reasonable judgment of Developer, are adequate to protect Developer and the Project,

11.3 Non-liability of Officials, Employees and Agents of the Unified Government. With the exception of violations and application of the Unified Government Code of Ethics, no recourse shall be had for the reimbursement of the Project Costs or for any claim based thereon or upon any representation, obligation, covenant or agreement contained in this Agreement against any past, present or future official, officer employee or agent of the Unified Government, 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, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

11.4 Non-liability of Developer Representatives and Employees. No shareholder, member, partner, officer, manager, director, employee, affiliate or representative of Developer shall be personally liable or obligated to perform the obligations of Developer pursuant to the provisions of this Agreement or for any Developer Event of Default or other default or breach of this Agreement by Developer.

11.5 LBE/MBE/WBE Employment Opportunity Goals. Developer agrees to use its best faith efforts to comply with the goals and provisions set forth on *Exhibit K* attached hereto and made a part hereof, in order to identify and provide employment opportunities for local businesses and contractors, women and local minority owned businesses in connection with the Project.

11.6 Maintaining Hotel Service Level. Developer agrees that during the term of this Agreement, any tenant of a hotel located within the Project shall be a high-quality flag brand, and shall maintain a service level of no less than a mid-scale focused service hotel, also known as a selected service hotel. Examples include, but are not limited to: Home2 Suites by Hilton, Candlewood Suites, Courtyard by Marriot, Hyatt Place, Indigo, Aloft and Four Points by Sheraton.

12 DEFAULTS AND REMEDIES

12.1 Developer Event of Default. Except as further provided herein, and subject to **Section 12.5**, a **"Developer Event of Default"** shall mean a default in the performance of any obligation or breach of any covenant or agreement of Developer in this Agreement (other than a covenant or agreement, a default in the performance or breach of which is specifically dealt with elsewhere in this Section), and continuance of such default or breach for a period of thirty (30) days after the Unified Government has delivered to Developer a written notice specifying such default or breach and requiring it to be remedied; provided, however, that if such default or breach cannot be fully remedied within such thirty (30) day period, but can reasonably be expected to be fully remedied and Developer is diligently attempting to remedy such default or breach, such default or breach shall not constitute a Developer Event of Default if Developer promptly, upon receipt of such notice, diligently attempts to remedy such default or breach and thereafter prosecutes and completes the same with due diligence and dispatch.

12.2 Unified Government Event of Default. Except as further provided herein, and subject to **Section 12.5**, a **"Unified Government Event of Default"** shall mean a default in the performance of any obligation or breach of any other covenant or agreement of the Unified Government in this Agreement (other than a covenant or agreement, a default in the performance or breach of which is specifically dealt with elsewhere in this Section), and continuance of such default or breach for a period of thirty (30) days after there has been given to the Unified Government by Developer a written notice specifying such default or breach and requiring it to be remedied; provided, however, that if such default or breach cannot be fully remedied within such thirty (30) day period, but can reasonably be expected to be fully remedied and the Unified Government is diligently attempting to remedy such default or breach, such default or breach shall not constitute a Unified Government Event of Default if the Unified Government immediately, upon receipt of such notice, diligently attempts to remedy such default or breach and thereafter prosecutes and completes the same with due diligence and dispatch.

12.3 Remedies upon a Developer Event of Default.

A. Upon the occurrence and continuance of a Developer Event of Default, the Unified Government will have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

(1) The Unified Government will have the right to terminate this Agreement, in which event the Unified Government will have no obligation to reimburse Developer for any amounts advanced under this Agreement or costs otherwise incurred or paid by Developer, provided, that the Unified Government will nevertheless continue to have the obligation to pay and/or reimburse Developer for any Project Costs for which Developer has, previous to such termination, submitted to the Unified Government, pursuant to Section 6 hereof, which obligation to reimburse will survive the termination of this Agreement; or

(2) The Unified Government may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations of Developer as set forth in this Agreement, to enforce or preserve any other rights or interests of the Unified Government under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the Unified Government resulting from such Developer Event of Default; provided, however, that in no event will the Unified Government be entitled to any special, consequential, or punitive damages, including without limitation lost tax revenues or lost profits, for any action arising from this Agreement or the transactions contemplated hereby.

B. If the Unified Government has instituted any proceeding to enforce any right or remedy under this Agreement by suit or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Unified Government, then and in every case, the Unified Government and Developer will, subject to any determination in such proceeding, be restored to their former positions and rights hereunder, and thereafter all rights and remedies of the Unified Government will continue as though no such proceeding had been instituted.

C. The exercise by the Unified Government of any one remedy will not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by the Unified Government will apply to obligations beyond those expressly waived.

D. Any delay by the Unified Government in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Section will not operate as a waiver or limitation of such rights in any way. No waiver in fact made by the Unified Government of any specific default by Developer will be considered or treated as a waiver of the rights with respect to any other default, or with respect to the particular default except to the extent specifically waived.

12.4 Remedies upon a Unified Government Event of Default.

A. Upon the occurrence and continuance of a Unified Government Event of Default Developer will have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

(1) Developer will have the right to terminate Developer's obligations under this Agreement; and

(2) Developer may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations of the Unified Government as set forth in this Agreement, to enforce or preserve any other rights or interests of Developer under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by Developer resulting from such Unified Government Event of Default; provided, however, that in no event will Developer be entitled to any special, consequential, or punitive damages, including without limitation lost tax revenues or lost profits, for any action arising from this Agreement or the transactions contemplated hereby.

B. If Developer has instituted any proceeding to enforce any right or remedy under this Agreement by suit or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to Developer, then and in every case, Developer and the Unified Government will, subject to any determination in such proceeding, be restored to their former positions and rights hereunder, and thereafter all rights and remedies of Developer shall continue as though no such proceeding had been instituted.

C. The exercise by Developer of any one remedy will not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by Developer will apply to obligations beyond those expressly waived.

D. Any delay by Developer in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this paragraph will not operate as a waiver or limitation of such rights in any way. No waiver in fact made by Developer of any specific default by Developer will be considered or treated as a waiver of the rights with respect to any other defaults, or with respect to the particular default except to the extent specifically waived.

12.5 Excusable Delays. Neither the Unified Government nor Developer shall be deemed to be in default of this Agreement because of an Excusable Delay.

12.6 Legal Actions. Any legal actions related to or arising out of this Agreement shall be instituted in the District Court of Wyandotte County, Kansas or, if federal jurisdiction exists, in the United States District Court for the District of Kansas.

13 GENERAL PROVISIONS

13.1 Mutual Assistance. The Unified Government and Developer agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be reasonably necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to reasonably aid and assist each other in carrying out said terms, provisions and intent.

13.2 Effect of Violation of the Terms and Provisions of this Agreement; No Partnership. The Unified Government is deemed the beneficiary of the terms and provisions of this Agreement, for and in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. The Agreement will run in favor of the Unified Government, without regard to whether the Unified Government has been, remains or is an owner of any land or interest therein in the Project or the District. If this Agreement or the covenants herein are breached, the Unified Government will have the right, subject to **Section 12** hereof, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and covenants may be entitled. Nothing contained herein shall be construed as creating a partnership between Developer and the Unified Government.

13.3 Time of Essence. Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

13.4 Amendments. This Agreement may be amended only by the mutual consent of the Parties, as provided by law, and by the execution of a written amendment by the Parties or their successors in interest.

13.5 Agreement Controls. The Parties agree that the Project will be implemented as agreed in this Agreement. This Agreement specifies the rights, duties and obligations of the Unified Government and Developer with respect to constructing the Project, the payment of Project Costs and all other methods of implementing the Project. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.

13.6 Conflicts of Interest.

A. No member of the Unified Government's governing body or of any branch of the Unified Government's government that has any power of review or approval of any of

Developer's undertakings shall participate in any decisions relating thereto which affect such person's personal interest or the interests of any corporation or partnership in which such person is directly or indirectly interested. Any person having such interest shall immediately, upon knowledge of such possible conflict, disclose, in writing, to the Unified Government the nature of such interest and seek a determination with respect to such interest by the Unified Government and, in the meantime, shall no participate in any actions or discussions relating to the activities herein proscribed.

B. Developer warrants that it has not paid or given and will not pay or give any officer, employee or agent of the Unified Government any money or other consideration for obtaining this Agreement. Developer further represents that, to its best knowledge and belief, no officer, employee or agent of the Unified Government who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision making process or gain insider information with regard to the Project, has or will have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit there from, which is part of the Project at any time during or after such person's tenure.

13.7 Term. Unless earlier terminated as provided herein, this Agreement shall remain in full force and effect and terminate upon the latter of the following to occur: (i) the last day of the TIF Term, or (ii) the last day of the CID Collection Period.

13.8 Validity and Severability. It is the intention of the parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of the State of Kansas, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

13.9 Required Disclosures. Developer shall immediately notify the Unified Government of the occurrence of any material event which would cause any of the information furnished to the Unified Government by Developer in connection with the matters covered in this Agreement to contain any untrue statement of any material fact or to 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.

13.10 Tax Implications. Developer acknowledges and represents that (1) neither the Unified Government nor any of its officials, employees, consultants, attorneys or other agents has provided to Developer any advice regarding the federal or state income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (2) Developer is relying solely upon its own tax advisors in this regard.

13.11 Authorized Parties. Whenever under the provisions of this Agreement and other related documents, instruments or any supplemental agreement, a request, demand, approval, notice or consent of the Unified Government or Developer is required, or the Unified

Government or Developer is required to agree or to take some action at the request of the other Party, such approval or such consent or such request shall be given for the Unified Government, unless otherwise provided herein, by the Unified Government Representative and for Developer by any officer of Developer so authorized; and any person shall be authorized to act on any such agreement, request, demand, approval, notice or consent or other action and neither Party shall have any complaint against the other as a result of any such action taken. The Unified Government Representative may seek the advice, consent or approval of the Unified Government Commission before providing any supplemental agreement, request, demand, approval, notice or consent for the Unified Government pursuant to this Section.

13.12 Notice. All notices and requests required pursuant to this Agreement must be sent as follows:

To the Unified Government:	To Developer:
Unified Government Clerk Municipal Building 701 North 7th Street Kansas City, KS 66101	Rainbow Legacy Investors, LLC Attn: Hunter Harris 4705 Central Street Kansas City, MO 64112
With a copy to:	With a copy to:
Chief Counsel Legal Department Municipal Building 701 North 7th Street Kansas City, KS 66101	Korb W. Maxwell, Esq. Polsinelli PC 900 West 48th Place Suite 900 Kansas City, MO 64112

or at such other addresses as the Parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

13.13 Kansas Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

13.14 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.

13.15 Consent or Approval. Except as otherwise provided in this Agreement, whenever the consent, approval or acceptance of either Party is required hereunder, such consent, approval or acceptance shall not be unreasonably withheld, conditioned or unduly delayed.

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

[The signature pages for this Agreement begin on the following page]

THIS AGREEMENT has been executed as of the date first hereinabove written.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By: Doug M
County Administrator

(Seal)

ATTEST:

By: Bridgette D. Cobbins
Unified Government Clerk

APPROVED AS TO FORM:

By: ______________________
Deputy Chief Counsel

ACKNOWLEDGEMENT

STATE OF KANSAS)
) SS.
COUNTY OF WYANDOTTE)

BE IT REMEMBERED, that on this 29 day of July, 2016, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Douglas G. Bach, County Administrator of the Unified Government of Wyandotte County/Kansas City, Kansas, a municipal corporation organized and existing pursuant to the laws of the State of Kansas as a consolidated city-county having all the powers, functions and duties of a county and a city of the first class, who is personally known to me to be the same person who executed, as such official, the within instrument on behalf of and with the authority of said Unified Government, and such person duly acknowledged the execution of the same to be the free act and deed of said Unified Government.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Rebecca Ramirez
NOTARY PUBLIC

My Commission Expires:

7-15-17

[SEAL]

REBECCA RAMIREZ
NOTARY PUBLIC
STATE OF KANSAS
My Appt Exp.: 7-15-17

5296

THIS AGREEMENT has been executed as of the date first hereinabove written.

RAINBOW LEGACY INVESTORS, LLC, a Kansas limited liability company

By: ______________________________
Name: Hunter Harris
Title: Authorized Representative

ACKNOWLEDGMENT

STATE OF Missouri)
) SS.
COUNTY OF Jackson)

BE IT REMEMBERED, that on this 27 day of July, 2016, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Hunter Harris, Authorized Representative of Rainbow Legacy Investors, LLC, a limited liability company organized and existing pursuant to the laws of the State of Kansas, who is personally known to me to be the same person who executed, as such Authorized Representative, the within instrument on behalf of and with the authority of said limited liability company, and such person duly acknowledged the execution of the same to be the free act and deed of said limited liability company.

WITNESS my hand and official seal.

____
Notary Public

My commission expires:

3/16/2017

ADRIENNE STORY
Notary Public
Commission # 15020157
Jackson County
Notary Seal
STATE OF MISSOURI
My Commission Expires 03-16-2019

EXHIBIT A

Legal Description of District

Lot 4, Block 1, UNIVERSITY – ROSEDALE 1ST REPLAT, a subdivision in Kansas City, Wyandotte County, Kansas, according to the recorded plat thereof, and any and all right-of-way immediately adjacent to the boundaries of said Lot 4, Block 1.

EXHIBIT B

Map Depiction of District

EXHIBIT C

Redevelopment District Ordinance No. O-72-15

[ATTACHED]

EXHIBIT D

TIF Project Plan Ordinance & Development Agreement Ordinance No. O-32-16

[ATTACHED]

EXHIBIT E

CID Petition

[ATTACHED]

<u>**EXHIBIT F**</u>

CID Ordinance No. O-33-16

[ATTACHED]

EXHIBIT G

Form Certificate of Project Costs

CERTIFICATE OF PROJECT COSTS

TO: Unified Government of Wyandotte County/Kansas City, Kansas
Attention: County Administrator

Re: Rainbow Village Redevelopment Project

Terms not otherwise defined herein shall have the meaning ascribed to such terms in that Development Agreement between the Unified Government of Wyandotte County/Kansas City, KS (the "Unified Government") and Rainbow Legacy Investors, LLC ("Developer"), dated as of __________ _______, 2016 (the "Agreement").

In connection with the Agreement, the undersigned hereby states and certifies that:

1. Each item listed on ***Schedule 1*** hereto is a Project Cost and was incurred in connection with the construction of the Project.

2. These Project Costs are reimbursable under the Agreement.

3. Each item listed on ***Schedule 1*** has not previously been paid or reimbursed from money derived from the Tax Increment Fund, or the CID Sales Tax Fund, and no part thereof has been included in any other certificate previously filed with the Unified Government.

4. There has not been filed with or served upon Developer any notice of any lien, right of 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, except to the extent any such lien is being contested in good faith.

5. To the best of Developer's actual knowledge, all necessary permits and approvals required for the work for which this certificate relates were issued and were in full force and effect at the time such work was being performed.

6. To be best of Developer's actual knowledge, all work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.

7. To the best of Developer's actual knowledge, Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes a Developer Event of Default under the Agreement.

9. To the best of Developer's actual knowledge, all of Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this ____ day of ______________, 20____.

RAINBOW LEGACY INVESTORS, LLC

By: ____

Name: ______________________________________

Title: _______________________________________

Approved for Payment this ____ day of ______________, 20____:

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By: ____________________________________

Title: ____________________________________

SCHEDULE I
TO
<u>CERTIFICATE OF PROJECT COSTS</u>

Description of Project Costs	Cost	Payee	Designate as Project Costs

Total Costs:

<u>**EXHIBIT H**</u>

Form Certificate of Substantial Completion

Pursuant to Section 8.7 of the Agreement, the Unified Government shall, within ten (10) business days following delivery of this Certificate, carry out such inspections as it deems necessary to verify to its reasonable satisfaction as to the accuracy of the certifications contained in this Certificate.

CERTIFICATE OF SUBSTANTIAL COMPLETION

The undersigned, **Rainbow Legacy Investors, LLC** ("**Developer**"), pursuant to that certain Development Agreement dated as of ________________, 20____ between the **Unified Government of Wyandotte County/Kansas City, Kansas** (the "**Unified Government**") and Developer (the "**Agreement**"), hereby certifies to the Unified Government as follows:

1. That, to the best of Developer's actual knowledge, as of ______________, 20____, the construction, renovation, repairing, equipping and constructing of the Project (as such term is defined in the Agreement) has been substantially completed in accordance with the Agreement.

2. To the best of Developer's actual knowledge, the Project has been completed in a workmanlike manner and in accordance with the Construction Plans (as such terms are defined in the Agreement).

3. Lien waivers for applicable portions of the Project have been obtained to the best of Developer's actual knowledge, or, to the extent that a good faith dispute exists with respect to the payment of any construction cost with respect to the Project, Developer has provided the Unified Government with a bond or other security reasonably acceptable to the Unified Government.

4. This Certificate of Substantial Completion is accompanied by (a) the project architect's certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as ***Appendix A*** and by this reference incorporated herein), certifying that the Project has been substantially completed in accordance with the Agreement; and (b) a copy of the Certificate(s) of Occupancy issued by the Unified Government Building Official with respect to each building to be constructed within the Project.

5. This Certificate of Substantial Completion is being issued by Developer to the Unified Government in accordance with the Agreement to evidence Developer's satisfaction of all obligations and covenants with respect to the Project.

6. The Unified Government's acceptance and the recordation of this Certificate with the Wyandotte County Register of Deeds shall evidence the satisfaction of Developer's agreements and covenants to construct the Project.

This Certificate shall be recorded in the office of the Wyandotte County Recorder of Deeds. This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this ____ day of _______ _____________, 20____.

Rainbow Legacy Investors, LLC

By: ____

Name: ______________________________________

Title: ______________________________________

ACCEPTED:

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By: ______________________________

Name: ____________________________

Title: ____________________________

(Insert Notary Form(s) and Legal Description)

EXHIBIT I

Project Budget

The Parties agree that the Project Budget shall be subject to revision at the sole discretion of Developer.

PROJECT COSTS				
ITEM		COST	TIF ELIGIBLE	CID ELIGIBLE
Purchase Price		**$ 4,000,000**	**$ 4,000,000**	**$ 4,000,000**
Construction Costs				
Site Work		$ 400,000	$ 400,000	$ 400,000
Hard Construction Costs (Vertical)		$ 7,387,000	$ -	$ 7,387,000
Exterior Signage		$ 80,000	$ 80,000	$ 80,000
FF&E		$ 1,557,500	$ -	$ 1,557,500
Construction Contingency	5.00%	$ 615,168	$ 165,000	$ 615,168
Total Construction Costs		**$ 10,039,668**	**$ 645,000**	**$ 10,039,668**
Soft Costs				
ALTA / Topographic Survey		$ 8,750	$ 8,750	$ 8,750
Phase I ESA		$ 3,575	$ 3,575	$ 3,575
Phase II ESA		$ 7,500	$ 7,500	$ 7,500
Property Conditions Assessment		$ 1,925	$ 1,925	$ 1,925
Geotech Report		$ 4,673	$ 4,673	$ 4,673
Architectural & Structural Engineering		$ 175,000	$ 87,500	$ 175,000
MEP Design		$ 30,000	$ 30,000	$ 30,000
Civil Engineering		$ 25,000	$ 25,000	$ 25,000
Design - Reimbursables Allowance	10.00%	$ 23,250	$ 5,813	$ 23,250
Permits & Fees		$ 50,000	$ 50,000	$ 50,000
Infrastructure		$ 120,000	$ 120,000	$ 120,000
Municipal Fees (Incentives)		$ 50,000	$ 50,000	$ 50,000
Legal Fees		$ 225,000	$ 200,000	$ 225,000
Legal Fees - Lender		$ 15,000	$ 3,726	$ 15,000
Lender's Origination Fee	0.50%	$ 47,552	$ 11,812	$ 47,552
Hospitality Consulting Fee		$ 250,000	$ -	$ 250,000
Franchise Fees		$ 75,000	$ -	$ 75,000
Opening Costs & Working Capital		$ 222,500	$ -	$ 222,500
Insurance		$ 25,000	$ -	$ 25,000
Interim Property Taxes		$ 83,000	$ -	$ 83,000
Construction Interest Expense		$ 511,316	$ 127,011	$ 511,316
Construction Management Fee	1.50%	$ 116,805	$ -	$ 116,805
Development Fee	5.00%	$ 751,935	$ -	$ 751,935
Testing & Construction Special Inspections		$ 35,000	$ 35,000	$ 35,000
Total Soft Costs		**$ 2,857,781**	**$ 772,284**	**$ 2,857,781**
TOTAL PROJECT COST:		**$ 16,897,449**	**$ 5,417,284**	**$ 16,897,449**

NOTE: The costs set forth herein, including TIF and CID eligible costs, are estimates and subject to change as actual costs are incurred and incentives received. Amounts reimbursable to Developer are not limited by the individual line item amounts set forth above, and costs incurred in connection with the Project may be shifted among line items.

EXHIBIT J

Project Schedule

Developer anticipates that construction of the Project will commence on or before January 1, 2017, and be completed on or around March 1, 2018.

EXHIBIT K

LBE/WBE/MBE Participation and Employment Opportunity Agreement

This Exhibit sets forth the guidelines for the utilization of local business, minority and women enterprise and local resident, minority and women participation and equal employment opportunity referenced in Section 11.5 of the Development Agreement between Developer and the Unified Government ("Development Agreement"). The Parties agree as follows:

I. SCOPE

These procedures are applicable to the design, construction, and development of the Project undertaken by Developer, as described in the Development Agreement, including:

A. professional services, which shall include but not be limited to architectural, engineering, planning, appraisal, public relations related to design, development, and construction of the Improvements; and

B. construction, including but not limited to all aspects of the construction of the Improvements and all related facilities, including labor, materials and supplies, and construction-related services, but not including Specialized Services.

II. DEFINITIONS

All capitalized terms used in this Exhibit shall have the meaning ascribed to them in the Development Agreement and made a part thereof, or as otherwise set forth herein.

A. **"Best Efforts"** has the meaning set forth in Section III.C.3.b. herein.

B. **"Construction"** means only all aspects of construction of the Project, including labor, materials and supplies, and construction-related services. Construction shall not include services performed or associated with tenant improvements or any services requested by tenants of the Project.

C. **"Developer"** means Rainbow Legacy Investors, LLC and any of its successors, assigns or anyone holding portions of the Project by or through them.

D. **"Local Business Enterprises or LBE"** means businesses headquartered or which maintain a major branch that performs the significant functions of the business in Wyandotte County or businesses of which at least fifty one percent (51%) of the stock, equity or beneficial interest is owned, held, or controlled and whose day-to-day management is under the control of an individual residing in Wyandotte County. There is no formal certification process for LBE designation. It is determined and assigned based on the criteria referenced in this definition and payment of all applicable Wyandotte County taxes and/or licensing fees.

E. **"Local Resident"** means an individual that, during his or her employment with the Project, maintains his or her place of domicile in Wyandotte County.

F. **"Minority Business Enterprise or MBE"** means a business of which at least fifty one percent (51%) of the stock, equity, or beneficial interest is owned, held, or controlled and/or whose day-to-day management is under the control of a person who is a member of an American ethnic minority group including African-American, Asian-Indian, Asian-Pacific, Hispanic and Native American.

G. **"Professional Services"** means advisory or consulting activities including, but not limited to, architectural, engineering, legal, accounting, financial, marketing, environmental studies, medical doctors, and financial services contracted for by Developer for the design, development, and construction of the Project but specifically excluding services that have historically been sourced and provided at the holding company level by Developer (e.g., legal and accounting services).

H. **"Proposer"** means a person who submits a proposal in response to a solicitation for proposals issued by Developer or one of its contractors with respect to the construction of the Project or with respect to the annual operations of the Project.

I. **"Specialized Services"** means expertise, services or products, the application of which are unique to the business of the Project and which are only available through sole or limited source providers or national vendors, including, but not limited to the following: superflat concrete floors, vendor displays and racks, log construction, murals, mountain and exterior water feature displays (excluding plumbing), aquariums, mounts, bronze sculptures and construction management services and contingency. Specialized Services shall also include the services provided by the contractors and designers who have been involved with and have previous experience on similar projects with Developer and which Developer has engaged or intends to engage to perform similar services for the Project.

J. **"Women Business Enterprise or WBE"** means a business of which at least 51% of the stock, equity, or beneficial interest is owned, held, or controlled and/or whose day-to-day management is under the control of one or more women who are U.S. citizens or legal resident aliens.

H. **"UG"** means the Unified Government of Wyandotte County/Kansas City, Kansas.

III. DEVELOPMENT AND CONSTRUCTION OF THE PROJECT

A. GOALS FOR LBE/MBE/WBE PARTICIPATION

1. Construction Goals.

Developer will use its best efforts to meet the following goals based upon the total cost of the Project, but not including Specialized Services or Construction or Professional Services already contracted for prior to the Effective Date of the Development Agreement. In no event shall Developer be required to incur higher costs as a result of its commitment to attempt to meet such goals. These goals are based upon a disparity study performed for the Kansas City Metropolitan Area LBE, MBE and WBE participation. These goals are not to act as quotas or set asides.

	Construction	Professional Services
LBE	18%	18%
MBE	15%	13%
Women	7%	8%

Where appropriate, the UG may agree to different specific goals for specific elements of the Project to be awarded by Developer, when proposed by Developer, relating to the construction of the Project, based upon the availability of qualified LBEs and certified MBEs and WBEs to perform the specific scopes of work delineated in Developer's Project Utilization Plan and taking into account the services which have previously been contracted for other than with such LBEs, MBEs and WBEs.

2. <u>Eligibility for Credit.</u>

a. Only firms certified or undergoing certification at the time of submittal of the subject bid or proposal and ultimately certified as MBEs or WBEs by the Kansas Department of Commerce and Housing, Missouri Department of Transportation (MODOT), City of Kansas City, Missouri, the MidAmerica Minority Business Development Council (MAMBDC), the Women's Business Enterprise National Council or any other public or private entity reasonably acceptable to the UG, may be counted towards the MBE or WBE goals.

b. Only firms qualified as LBEs, pursuant to Section II. E., at the time of submittal of the subject bid or proposal, may be counted towards the LBE goal.

c. If Developer or a Proposer has awarded a contract to an LBE, MBE or WBE that was qualified or certified (hereafter "approved," when used in this context, shall mean either certified or qualified, as case may be) at the time the proposal listing the enterprise as LBE, MBE or MBE was submitted or was undergoing certification at the time of submittal and was ultimately certified, but the LBE, MBE or WBE becomes unapproved after the proposal was submitted, but prior to the completion and acceptance of all work with respect to which the LBE, MBE or WBE was approved, Developer shall nonetheless receive credit towards the goal for the entire portion of work performed or services provided.

d. Only the participation of LBEs, MBEs and WBEs that provide a commercially useful function required for the work of the specific solicitation shall be counted toward achievement of the goals. The LBE, MBE or WBE must be responsible for the execution of a distinct element of the work by actually performing, managing, or supervising its function in the work identified in the solicitation. Brokering is not credited. Purchases from LBEs, MBEs and WBEs that constitute indirect or general overhead costs to a projected Proposer's business may not be counted toward the goals. Costs directly incurred solely to perform the work with respect to a project contract may be counted toward the goals.

3. <u>Construction Workforce.</u>

a. Recruitment and outreach

Developer will use its best efforts to employ and to ensure its contractors employ Local Residents, minorities and women in all aspects of the construction of the Project except for services already contracted for prior to the Effective Date of the Development Agreement, and except for Specialized Services. These efforts shall include but not be limited to:

i. advertising in appropriate publications, describing the work available, pay scales, application procedures and maintaining a log or copies of these ads showing the date of publication and identifying the publication;

ii. working with local community organizations, minority and women's community organizations and other appropriate organizations to seek qualified local residents, minorities and females (a list of these organizations may be provided by the UG upon request); and

iii. working with the UG to promote diversity and inclusion in all aspects of the Project.

b. Employment Procedures

Developer shall implement equal employment opportunity hiring and job action procedures as that term is commonly understood.

B. DEVELOPMENT AND CONSTRUCTION UTILIZATION PLANS

1. **Developer Project Utilization Plan.**

a. Fourteen (14) calendar days before the solicitation of the first proposal for the Construction of the Project, Developer will submit a Project Utilization Plan to the UG for review and approval. This Plan shall set forth: all categories of work that will be covered within solicitations that Developer or its contractors intend to issue for all Construction, an estimate of the dollar value of all work covered by these solicitations and an estimate of the dollar value of work within each identified work category; the dollar value of the work for each identified work category that is projected to be performed by LBEs, MBEs and WBEs; the potential joint ventures with LBEs, MBEs and WBEs within each identified work category; an overall schedule of all work projected to be performed, related to the design, development and construction of the Project laid out sequentially over time; and the actions Developer intends to take, with respect to each of these solicitations, to make its best efforts to meet the goals set forth in Section III.A.1. of this Exhibit.

b. Developer, in the Utilization Plan, shall designate one person as the project manager to serve as the point of contact with the UG on all matters related to the Utilization Plan. The name, address (including e-mail address if available) and phone number of the designated person shall be provided.

c. The goals of Section III.A.1. may be met by the expenditure of dollars with approved LBE, MBE or WBE prime contractors, material suppliers, subcontractors, or through joint ventures with approved LBEs, MBEs or WBEs.

i. The participation of certified MBE and WBE Proposers may count toward each goal for which they qualify, and the participation may be divided between two (2) goals but may not be double-counted. These prime Proposers shall receive credit towards the goals for the dollar value of the contract.

ii. Approved or certified MBE, and WBE and/or qualified LBE material suppliers, regular dealers and manufacturers shall be credited towards the goals for the dollar value of the contract.

iii. A joint venture involving an approved LBE, MBE or WBE as a partner, may be counted towards the applicable goal only to the extent of the dollar amount that the approved LBE, MBE or WBE is responsible for and at risk, except, however, if the L/M/WBE is the majority partner in the joint venture, the entire joint venture contract amount shall be counted, less any work subcontracted to the non L/M/WBE joint venture partner. To receive credit, the approved LBE, MBE or WBE must be responsible for a clearly defined portion of the work, profits, risks, assets and liabilities of the joint venture.

iv. Participation by a certified MBE owned by a minority woman may be counted as MBE participation or as WBE participation, however, this participation cannot be double-counted. A certified MBE or WBE may also be counted towards the LBE goal, if qualified as a LBE. The amount of participation by these businesses may be divided between the MBE or the WBE goals but may not be double-counted. A qualified LBE that is certified as a MBE and WBE shall be counted toward the LBE and the MBE or WBE goals, but shall not be counted toward both the MBE and WBE goals.

v. Only the participation of LBEs, MBEs and WBEs that provides a commercially useful function required for the work of the specific solicitation shall be counted toward achievement of the goals. The LBE, MBE or WBE must be responsible for the execution of a distinct element of the work by actually performing, managing, or supervising its function in the work identified in the solicitation. Brokering is not credited. Purchases from LBEs, MBEs and WBEs that constitute indirect or general overhead costs to a projected Proposer's business may not be counted toward the goals. Costs directly incurred solely to perform the work with respect to a project contract may be counted toward the goals.

2. <u>Evaluation of Utilization Plans.</u>

a. The UG will review Developer Project Utilization Plan respecting each category of work identified by Developer. In conducting its review, the UG shall evaluate the extent to which the actions Developer proposes to take to meet the goals constitute good faith efforts, as set forth is Section III.C.3.b. below. In no event shall Developer or any of its contractors be required to engage any LBE, MBE or WBE that is not the low bidder or is not qualified or capable of performing the work to acceptable standards in the reasonable discretion of Developer.

b. Changes to the Utilization Plan are permitted after its submission to the UG upon submission of the same to the UG.

C. CONTRACT AWARD COMPLIANCE PROCEDURES

1. Solicitation Documents.

Five (5) calendar days before the issuance of each solicitation, Developer shall submit the solicitation documents and the bid list to the UG. This submittal is mandatory for each bid subject to L/M/WBE goals. The solicitation documents for each contract for which goals are established shall contain a description of the requirements set forth in this Exhibit; the LBE, MBE and WBE goals; and the areas of projected subcontracting.

2. Developer's Report of Solicitation Results.

Within seven (7) working days after the date set for receipt of proposals by each solicitation issued for Developer for the Construction of the Project, the Project Manager shall submit to the UG, on a form provided or approved by the UG, a Report of Solicitation Results (the "Report") fully describing all proposals received in response to the solicitation. The Report shall: (1) state the estimated total Dollar value of the work covered by the solicitation: (2) state the name of all Proposers; (3) state the total Dollar value of work covered by proposals submitted by approved LBEs, MBEs and/or WBEs; (4) provide all relevant information concerning each joint venture Proposer; and (5) state the name of all subcontractors to Proposers (to the extent then available), which are approved LBEs, MBEs and/or WBEs, and the Dollar value of work covered by proposed subcontracts between Proposers and LBEs, MBEs and/or WBEs. The Report shall also indicate to which of the Proposers, including joint venture Proposers, the Developer or any of its contractors is intending to award contacts resulting from the solicitation. In addition, with respect to any LBE, MBE, or WBE goal established in the Developer Project Utilization Plan that it appears from the proposals received will not be met, Developer shall include in the Report a precise description of all efforts it has undertaken or caused to be undertaken to meet the established goals. These submittals are mandatory for all solicitations subject to L/M/WBE goals.

3. UG Review of Developer's Report of Solicitation Results.

a. Within seven (7) calendar days of receiving a Report of Solicitation Results for review, the UG, based on its review of the Report, shall advise Developer whether it appears that, in light of Developer's indication of the Proposers to whom it intends to award contracts, Developer will meet the goals set forth in the Utilization Plan or if not, whether Developer has established good faith efforts to meet these goals, and shall state the reasons for this conclusion, referring to the specific good faith efforts criteria contained in Section III.C.3.b. below. As a part of its review, the UG may ascertain whether LBE, MBE or WBE subcontractors agree with the dollar value of the work and the scope of the work, as identified in the proposal.

b. For each Utilization Plan goal that is not achieved, Developer shall be deemed to have used best efforts ("best efforts") to meet the Utilization Plan goals for Construction Services set forth in Section III.A.1. of this Exhibit if Developer shall have taken substantially all the following actions:

i. Developer is seeking or has sought timely assistance of the UG to identify qualified LBEs, MBEs and WBEs;

ii. Developer is advertising or has advertised contract opportunities in local, minority and women media;

iii. Developer is providing or has provided reasonable written notice of opportunities or informational meetings to approved LBEs, MBEs and WBEs;

iv. Developer is following up or has followed up initial solicitations of interest by contacting LBEs, MBEs and WBEs:

v. Developer is segmenting or has segmented portions of the work to increase the likelihood of LBE, MBE and WBE participation, where feasible;

vi. Developer is or has provided interested LBEs, MBEs and WBEs with timely and accurate information about the plans, specification, requirements, deadlines, and bidding procedures of the contracts;

vii. Developer is negotiating or has negotiated in good faith with interested LBEs, MBEs and WBEs, not rejecting them as unqualified without sound reasons, based on a thorough review of their capabilities and prior work history; and

viii. Developer is or has worked with local, minority and women contracting, professional, civic and community organizations, government officers and any other organization or persons, as identified by the UG, that provide assistance in the recruitment of LBEs, MBEs and WBEs.

Failure by the Developer to take all of the foregoing actions shall not be determinative that Developer has not used its best efforts.

4. Signed Contracts.

Signed contracts between Developer or any of its contractors and successful Proposers shall be submitted to the UG within thirty (30) days after execution thereof. If a LBE, MBE or WBE subcontractor fails to sign a contract after two requests by the Proposer, Developer may request to substitute the subcontractor.

D. SUBCONTRACTOR RELATIONS

1. Documentation of Subcontracting Agreements.

All subcontracting services shall be evidenced by a written agreement stating, at a minimum, the scope of work to be performed and the amount to be paid for performance of the work. Unit price subcontracts are acceptable if appropriate to the type of work being performed.

2. Documentation of Schedules.

a. For construction contracts, the contractor must present a work schedule that includes when the LBE, MBE and WBE subcontractors will be utilized at the job site. This schedule is due on or before the pre-construction meeting with the UG and the project manager representing Developer.

b. For Professional Services contracts, Developer must present a written schedule of when the LBE, MBE, and WBE consultants will be working on the Project. Such schedule must be submitted within one hundred twenty (120) days following the Effective Date of the Development Agreement.

3. <u>Substitutions, Additions or Deletions.</u>

Where a substitution for a LBE, MBE or WBE subcontractor must occur after submission of proposals by Developer to the UG, pursuant to Section III.C.2., Developer's project manager must submit notice of the change or substitution to the UG. The UG shall have no authority to approve or reject any change or substitution. The sole purpose of the review by the UG shall be to determine whether the LBE, MBE or WBE should be counted toward achievement of the goals of Section 111.A.1.a.

IV. UG'S ASSISTANCE TO DEVELOPER

The UG will, at its cost, provide assistance to Developer in fulfilling its obligations, as set forth in this Exhibit and with respect to procedures described herein. Examples of assistance the UG may provide include but are not limited to:

A. providing information and technical assistance to the UG, Developer and its contractors, LBEs, MBEs, WBEs, officials and other interested persons about the Project;

B. coordinating and conducting workshops on the Project's certification and contracting processes;

C. maintaining a list of registered firms;

D. assisting with identifying potential LBEs, MBEs, and WBEs and reviewing their qualifications to participate in the Project;

E. updating the UG and Developer on current or proposed affirmative action legislation that may affect the Project;

F. recommending contract specific goals, as appropriate;

G. providing assistance in pre-award activities, such as provision of model or example Utilization Plans and work segmentation;

H. reviewing Developer and contractor performance and LBE, MBE and WBE participation on the Project, including site visits, and/or phone or desk audits to provide input on whether subcontractors listed are performing the work described in the Utilization Plan;

I. providing advice relative to Project utilization and compliance matters;

J. conducting compliance reviews and audits of LBE, MBE and WBE and participation;

K. evaluating requests for substitutions, additions and deletions;

L. assisting the UG and Developer in addressing issues related to the goals and procedures set forth in this Exhibit;

M. reviewing payments to subcontractors, as documented by monthly reports submitted by Developer.

N. reviewing complaints from LBEs, MBEs WBEs, contractors and any other interested persons regarding these goals and procedures;

O. assisting in Developer's development of forms to document compliance with these procedures; and

P. reviewing and approving utilization plans and contract award submittals

V. DEVELOPER COMPLIANCE RECORDS AND REPORTS.

A. RECORDS

Developer shall maintain those records as may reasonably be required to demonstrate compliance with the goals and procedures set forth in this Exhibit. These records shall be available to the UG upon reasonable notice.

B. DEVELOPMENT AND CONSTRUCTION UTILIZATION PLAN REPORTS

Developer shall update the Project Utilization Plan quarterly on the form attached hereto as Attachment B or another form provided or approved by the UG and shall include information requested thereon. In addition, each quarterly report shall include the following for each LBE, MBE or WBE whose participation is utilized by Developer to be applied to the goals set forth herein: business name and address of each LBE, MBE and WBE and a brief description of the work to be performed by each. Developer also shall document the change orders to contracts awarded in each quarterly report.

C. REMEDIES

Subject to the provisions of **Section 12** of the Development Agreement, if Developer should fail to provide a report required by this Exhibit, and fail to cure such failure within fourteen (14) days after receipt of written notice from the UG, then such failure to cure shall constitute a Developer Event of Default and the UG shall have those remedies set forth in the Development Agreement. In addition, the UG shall have the right to stop processing draw requests until Developer complies with reporting requirements.

If, after reviewing Developer's reports, UG believes that the participation goals contained in this Exhibit have not been met, and that the good faith efforts described herein have not been met, then the UG shall inform Developer of this determination in writing. Remedies shall be available as set forth in **Section 12.3** of the Development Agreement.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By: ______________________________
Douglas G. Bach, County Administrator
Dated: July 28, 2016

RAINBOW LEGACY INVESTORS, LLC

By ______________________________
Hunter Harris, Manager
Dated: 7/27, 2016

52964601.11

Attachment A

Unified Government

Project Utilization Plan

Project Name:______________________________

Date:________________

Bid Package	Estimated Contract Value	Estimated LBE Value	Estimated LBE %	Estimated MBE Value	Estimated MBE %	Estimated WBE Value	Estimated WBE %	Total Combined Value	Total Combined %
DIVERSITY TOTAL	0			0		0			

Attachment B
L/M/WBE Utilization Report

LBE/MBE/WBE - UTILIZATION REPORT

CONSTRUCTION

Month, Year

APPLICABLE TRADES

Total by Classification	Goal		Actual
	0.00%	LBE	0.00%
	0.00%	MBE	0.00%
	0.00%	WBE	0.00%

Discipline	Subcontractor/Supplier Name	Original Contract Value	Change in Contract Value	Total Contract (Excluding CCIP)	LBE		MBE		WBE		Certifying Agency or Local Zip Code
					$	%	$	%	$	%	
Bid Package #1											
Bid Package #2											
Bid Package #3											
Bid Package #4											
Bid Package #5											
Total Applicable Contract Volume Awarded To Date											
					$	%	$	%	$	%	
					TOTAL - LBE		TOTAL - MBE		TOTAL - WBE		

52964601.11

MINORITY AND WOMEN EMPLOYEES

List the name, address, trade, classification, date hired, sex and ethnic origin for each minority/women employed by your company.

Name & Address	Trade	Classification	Date Hired	Sex	Ethnic Origin

Staff Request for Commission Action

Tracking No. 18475

Full Commission Meeting Date: 11/8/18
Committee: Economic Development & Finance

Date of Standing Committee Action: 10/29/18
(If none, please explain):

Publication Required: Yes 11/15/2018

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
10/17/2018	Katherine Carttar	x5176	kcarttar@wycokck.org	Economic Development

Item Description:

A Redevelopment Agreement is attached which proposes the construction of two fast food restaurants, Wendy's & Pizza Hut, at 18th and Metropolitan as part of a expansion of the Metropolitan Avenue Redevelopment TIF District. The project request all property and sales taxes generated in the project area for the next 20 years, a 1% CID on district sales for 22 years and special $400,000 grant from the UG. The agreement will be with the Argentine Betterment Corporation (ABC), and while there will not be any private sector investment in this project, ABC has leveraged a federal grant of $600,000 which will be invested into this $2M development.

While this development proposes a private vs public ratio of investment for the commission to consider, administration is not recommending approval of the attached agreement as it proposes exceptions to terms which are fundamental to good contracts. Primarily, ABC refuses to provide for reversionary interest in the land, which the UG and KDOT are putting in this deal for $32,000, if they do not complete this project per the terms of our agreement and open the proposed restaurants. Additionally the developer has requested a special sales tax agreement, which will result in 20 years of special project monitoring and revenue transfers, that will create additional tracking by staff. While administration is not in favor of using this tool to track and transfer funding, they also refused to pay a 2% administration fee, offering only 1%.

Action Requested:

The following actions are presented for consideration in connection with the Metropolitan Avenue Redevelopment District.

- A resolution adopting the redevelopment agreement.
- A resolution setting a public hearing date of January 10, 2019, to consider creating the CID.
- A resolution setting a public hearing date of January 10, 2019, to consider the project plan (TIF).
- An ordinance authorizing the use of Home Rule powers for local sales tax.

If approved by committee, consideration of the public hearing dates will be considered by the full commission on November 29th, after Planning Commission rules on the proposed plans conformance with the master plan.

Budget Impact: (if applicable)
Amount:
Source:
Included In Budget:
Other (explain):

Attachments List:
Executive Summary , Resolution approving Redevelopment Agreement for Project Area 3 of the M..., Redevelopment Agreement for Project Area 3 of the Metropolitan Avenue Re..., Metropolitan Avenue Redevelopment District Project Area 3 CID Resolution..., Resolution Setting Public Hearing - Project Area 3 TIF Project Plan, # 59277514 v 5 (Metropolitan Avenue Redevelopment District - TIF Project..., Ordinance - Home Rule Sales Tax Reimbursement Grant (Argentine Fast Food) v2

10/29/18 EXECUTIVE SUMMARY
REDEVELOPMENT AGREEMENT FOR PROJECT AREA 3

1. **Parties**. UG and Argentine Betterment Corporation ("Developer"), a Kansas nonprofit corporation.

2. **The Site/Reversionary Interests**. Approximately 3+/- acres of real property generally located the southeast corner of S. 21st Street and Metropolitan Avenue in Kansas City, Wyandotte County, Kansas, and adjacent rights-of-way. Developer does not currently own the Site. KDOT owns a portion of the Site and the UG, by and through the Land Bank, owns the remainder. The UG had an Option Agreement with KDOT that expired on December 12, 2017 for the portion of the Site owned by KDOT. The UG agrees to use commercially reasonable efforts to renew the Option Agreement with KDOT and to transfer all of the Site to Developer for $15,000 on or before December 31, 2019, or either party may terminate the Agreement.

As the UG typically does when it contributes land for free (or for very little money), the UG retains a Reversionary Interest—a right to take the Site back—if Developer fails to commence construction within 6 months after the Commencement Date (180 days after Developer's acquisition of the Site and receipt of all final approvals and permits for Project). This provision is somewhat unusual for the UG because we would typically get reversion if Developer fails to complete (not just commence) because we care as much, if not more, about completion. We requested the Reversionary Interest also apply if Developer fails to complete the Project within 9 months after the Completion Date (18 months after commencement of construction), but Developer refused to agree to this.

3. **The Project**. The Project consists of an approximately 4,000 square foot, dual-flag quick-service restaurant, initially identified as Wendy's and Pizza Hut, along with associate parking improvements and infrastructure.

4. **Budget**. Developer's budget indicates a total Project cost of approximately $2M, including approximately $32,000 for land acquisition costs and approximately $1.4M for hard construction costs and approximately $500,000 of soft costs, including legal fees, developer fees, design fees, insurance, financing costs and real estate commissions.

5. **Public Financing**. The Agreement contemplates public financing in the principal amount of approximately $1.8M to pay for all Project Costs except for the developer fee, real estate commissions and legal fees. The public financing is also provided to pay for Developer's interest costs on its private loans until it is reimbursed in full.

(a) Federal Grant. Argentine Neighborhood Development Association ("ANDA"), an affiliate of Developer, has received a healthy foods grant in the amount of $600,000, the proceeds of which ANDA has committed to assign to Developer for the Project.

(b) UG Contribution. The UG will deposit $400,000 into a separate fund established and administered by the UG within 10 days after full execution of the Agreement. The UG Contribution will be the first source of funding to reimburse Project costs. The UG Contribution will be the last money to be reimbursed from incentive proceeds. Once Developer has received has amount equal to the Public Financing Cap (defined below in Section 6), the UG Contribution shall be repaid to the UG from remaining public financing sources identified below.

(c) Local Sales Tax Dedication. Outside of the TIF Act and structure, and pursuant to the UG's home rule authority, Developer has requested that 100% of the Sales Taxes generated within Project Area 3 of the Amended TIF District during the TIF Collection Period (20 years from the date of approval

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of the Project Area 3 Plan) will be dedicated and rebated to Developer for pay-as-you-go reimbursement of Project Costs. Neither the UG's Legal Department nor special counsel are opining on the legality of the use of home rule authority within a TIF District in this fashion, but we have also added certain provisions to the document to mitigate UG risks related to this unusual approach. Also, the UG requested a 2% administrative fee for administering the Project Area 3 Local Sales Taxes Fund, but Developer will only agree to pay a 1% administrative fee. Looking at the Developer's proforma, this appears to be the difference between approximately $181.58 at 1% versus $363.16 at 2% in the first year of collection and the difference between $487.74 at 1% and $975.48 at 2% in the last year of the Project. The net result (as projected in the proforma) is a net difference over the life of the project in approximately $7,788 in administrative fees.

(e) Real Property Tax Increment. During the 20 year TIF Collection Period, 100% of the Incremental Real Property Taxes from Project Area 3 of the Amended TIF District will be made available to Developer for pay-as-you-go reimbursement of TIF Eligible Expenses. The parties agreed to use the assessed value of the Site as of November 17, 2011 (i.e., the assessed value on the date when the Original TIF District was established which, with respect to Project Area 3 of the Amended TIF District, is $0.00).[1] Developer will pay a 1% administrative fee for the UG's administration of the Project Area 3 TIF Revenue Fund.

(e) Community Improvement District. The UG would also form a CID at the Site and impose a CID Sales Tax of 1% within the CID to reimburse Developer on a pay-as-you-go basis for CID Eligible Expenses for a period of 22 years. Developer will pay a 1% administrative fee for the UG's administration of the Project Area 3 CID Sales Tax Fund.

6. **Public Financing Cap**. Reimbursement to Developer from the proceeds of the Sales Taxes, Incremental Real Property Taxes and CID Sales Tax are capped at: (a) the lesser of $2,000,000 or the actual amount of Project Costs incurred to construct the Project (less developer fee, legal fees and real estate commissions), plus (b) Developer's interest, at the lesser of 6.50% or the actual rate paid by Developer, accrued on borrowed money from an arms-length institutional lender.

7. **Timing**. Developer shall commence construction of the Project within 180 days following Developer's acquisition of the Site and receipt of all final approvals and permits required for the Project, and shall complete the Project within 18 months following commencement of construction.

8. **Term**. The Term of the Agreement commences immediately and expires upon the later of: (i) 20 years after the date that the Project Area 3 Plan is approved; (ii) 22 years after the date that the CID Sales Tax is first collected; (iii) the date that Developer has been reimbursed from the proceeds of the Sales Taxes, Incremental Real Property Taxes and CID Sales Tax in an amount equal to the Public Financing Cap and the UG has been reimbursed in full for the UG Contribution (provided that if the UG has not been reimbursed in full within 22 years after the date that the CID Sales Tax is first collected, the Agreement nonetheless automatically terminates at that time); or (iv) the expiration or earlier termination of the Agreement.

9. **Assignment and Transfer**. The UG's prior written consent (not to be unreasonably withheld, conditioned or delayed) is required for Developer to: (a) assign, sell, lease, mortgage or otherwise transfer the Site, the improvements, or any equipment that comprise the Project; (b) merge with or into another

[1] The Site constitutes Project Area 3 of the Amended TIF District; the Original TIF District is the Metropolitan Avenue Redevelopment District which consists of two project areas adjacent to the Site (Project Area 1 includes a grocery store, retail and a previously-constructed Dollar General, and Project Area 2 includes the Wal-Mart Neighborhood Market grocery store).

corporation or sell or transfer to another corporation substantially all of its assets; or (iii) assign the Agreement. However, the UG's consent is <u>not</u> required for: (i) a Permitted Mortgage (including collateral assignment of Developer’s rights to receive the proceeds of the UG Contribution, Sales Taxes, Incremental Real Property Taxes and CID Sales Tax); (ii) assignment or transfer all or any portion of the Agreement, of the Project or Improvements, or of the Site to an Affiliate; (iii) a sale, lease or transfer all or a portion of the Site or the Project following Substantial Completion of the applicable improvements (this provision is also somewhat unusual for the UG); and (iv) lease all or portions of the Project or the Site in the ordinary course.

10. **<u>MBE/WBE/LBE</u>**. Developer has agreed to the following participation goals for construction of the project: LBE 18%, MBE – 15%, and WBE – 7%. If Developer fails to meet the goals and fails to demonstrate best efforts to have met the goals, the Public Financing Cap shall be reduced by 10% and the Public Financing that is no longer available to Developer shall be used to reimburse the UG Contribution. This is the UG's sole and exclusive remedy for a failure to use best efforts to meet the goals.

(Published in *The Wyandotte Echo* on _______________)

RESOLUTION NO. R-____-18

A RESOLUTION ADOPTING THE REDEVELOPMENT AGREEMENT FOR PROJECT AREA 3 OF THE METROPOLITAN AVENUE REDEVELOPMENT DISTRICT

WHEREAS, on November 17, 2011, pursuant to K.S.A. 12-1770 *et seq.*, as amended (the "TIF Act"), the Unified Government of Wyandotte County/Kansas City, Kansas (the "UG") adopted Ordinance No. O-51-11, which created the Metropolitan Avenue Redevelopment District (the "Original TIF District"), which consists of two project areas on approximately 26.5 acres generally located in an area bounded by Metropolitan Avenue on the South, S. 24th Street on the West, railroad tracks on the North, and 18th Street Expressway on the East; and

WHEREAS, on February 27, 2012, Argentine Betterment Corporation, a Kansas not-for-profit corporation ("Developer"), submitted a petition to the UG requesting the formation of a community improvement district ("CID") to be imposed in Project Area 1 of the Original TIF District (the "Project Area 1 CID"); and

WHEREAS, on April 5, 2012, pursuant to K.S.A. 12-6a26 *et seq.*, as amended (the "CID Act"), the UG adopted Ordinance No. O-25-12, which approved the creation of the Project Area 1 CID and called for the imposition of a CID sales tax of one percent (1%) within the Project Area 1 CID. On the same date, the UG approved the Redevelopment Project Plan for Project Area 1 of the Original TIF District and entered into the Development Agreement for Project Area 1 of the Metropolitan Avenue Redevelopment District. The improvements contemplated therein included an approximately 15,000 square foot grocery store; an approximately 9,075 square foot retail outlet; and a previously-constructed 8,500 square foot Dollar General; and

WHEREAS, on December 6, 2012, pursuant to the TIF Act, the UG adopted Ordinance No. O-64-12, which approved a revised Redevelopment Project Plan for Project Area 1 of the Original TIF District, and adopted Resolution No. R-107-12, which approved the Amended and Restated Development Agreement for Project Area 1 of the Metropolitan Avenue Redevelopment District; and

WHEREAS, on August 29, 2013, pursuant to the TIF Act, the UG adopted Ordinance No. O-48-13, which approved the Redevelopment Project Plan for Project Area 2 of the Original TIF District to consist of an approximately 61,400 square foot retail development anchored by an approximately 41,000 Wal-Mart Neighborhood Market grocery store. The UG also adopted Resolution No. R-72-13, which approved the Development Agreement for Project Area 2 of the Metropolitan Avenue Redevelopment District; and

WHEREAS, on December 17, 2015, the UG adopted Ordinance No. O-73-15, which approved a revised Redevelopment Project Plan for Project Area 2 of the Original TIF District to allow for the development of certain government buildings; and

WHEREAS, Developer thereafter requested that the UG add certain real property to the Original TIF District in order to create Project Area 3 (the "Site" or "Project Area 3"). The TIF

Act authorizes the UG to add additional property to the Original TIF District subject to the same procedures for public notice and hearing as are required for the establishment of a TIF district. At the request of the Developer, the UG adopted Resolution No. R-19-17 on May 11, 2017, which set a public hearing for June 15, 2017 to consider adding area to the Original TIF District. In advance of June 15, 2017, the UG received and reviewed a Blight Analysis dated May 16, 2017 relating to the proposed expansion of the Original District; and

WHEREAS, on June 15, 2017, the UG adopted Ordinance No. O-11-17, by which the UG found and determined that the proposed area to be added to the Original TIF District is "blighted" and an "eligible area" as defined by the TIF Act, and amended the Original TIF District in accordance therewith to include the Site (the "Amended TIF District"); and

WHEREAS, on _______________, 2018, Developer submitted a petition to the UG requesting the formation of a CID to be imposed on the Site (the "Project Area 3 CID"); and

WHEREAS, on _______________, 2018, pursuant to the TIF Act and the CID Act, respectively, the UG adopted Resolution No. R-____-18 and Resolution No. R-____-18, which set public hearings for _______________, 2018 to consider the adoption of the Redevelopment Project Plan for Project Area 3 of the Amended TIF District (the "Project Area 3 Plan") and the establishment of the Project Area 3 CID, respectively. The Project Area 3 Plan provides for acquisition of the Site (excluding right-of-way), grading, site work and infrastructure improvements to the Site to bring all or a portion of the Site into a pad-ready condition, the construction of an approximately 4,000 square foot dual-flag quick-service restaurant on the Site, and all other work and improvements related thereto (the "Project"); and

WHEREAS, on _______________, 2018, pursuant to the CID Act, the UG adopted Ordinance No. O-____-18, which approved the creation of the Project Area 3 CID and called for the imposition of a CID sales tax of one percent (1%) within the Project Area 3 CID (the "CID Sales Tax"); and

WHEREAS, on _______________, 2018, pursuant to the TIF Act, the UG adopted Ordinance No. O-____-18, which approved the Project Area 3 Plan; and

WHEREAS, development of the Project should attract new retail development to the community, and stimulate the economy of Wyandotte County through employment, additional taxes and other indirect spending in the community, all of which would promote the public good, health, and welfare within Wyandotte County; and

WHEREAS, the Governing Body has determined that it is advisable to enter into the Redevelopment Agreement for Project Area 3 of the Metropolitan Avenue Redevelopment District with Developer (the "Development Agreement"), attached as **Exhibit A** hereto, and incorporated by reference herein.

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

Section 1. That the UG's Board of Commissioners hereby approves the Development Agreement in substantially the form attached hereto.

Section 2. That the County Administrator is hereby authorized to execute in the name of the UG, the Development Agreement, and any other certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution. The UG Clerk is hereby authorized and directed to publish this Resolution once in *The Wyandotte Echo*.

Section 3. This Resolution shall be effective upon adoption by the Governing Body.

ADOPTED BY THE UNIFIED GOVERNMENT BOARD OF COMMISSIONERS THIS _____ DAY OF _______________, 2018.

____
Mayor/CEO

ATTEST:

____
Unified Government Clerk

(Seal)

EXHIBIT A

REDEVELOPMENT AGREEMENT FOR PROJECT AREA 3 OF THE METROPOLITAN AVENUE REDEVELOPMENT DISTRICT

REDEVELOPMENT AGREEMENT FOR PROJECT AREA 3 OF THE METROPOLITAN AVENUE REDEVELOPMENT DISTRICT

THIS REDEVELOPMENT AGREEMENT FOR PROJECT AREA 3 OF THE METROPOLITAN AVENUE REDEVELOPMENT DISTRICT (this "Agreement") is made as of __________, 2018 (the "Effective Date"), between **THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS** (the "UG"), and **ARGENTINE BETTERMENT CORPORATION**, a Kansas not-for-profit corporation ("Developer").

RECITALS:

A. On November 17, 2011, pursuant to K.S.A. 12-1770 *et seq.*, as amended (the "TIF Act"), the UG adopted Ordinance No. O-51-11, which created the Metropolitan Avenue Redevelopment District (the "Original TIF District"), which consists of two project areas on approximately 26.5 acres generally located in an area bounded by Metropolitan Avenue on the South, S. 24th Street on the West, railroad tracks on the North, and 18th Street Expressway on the East. The Original TIF District, Project Area 1 and Project Area 2, are legally described on **Exhibit A-1** attached hereto and generally depicted on **Exhibit A-2** attached hereto.

B. On February 27, 2012, Developer submitted a petition to the UG requesting the formation of a community improvement district ("CID") to be imposed in Project Area 1 of the Original TIF District (the "Project Area 1 CID").

C. On April 5, 2012, pursuant to K.S.A. 12-6a26 *et seq.*, as amended (the "CID Act"), the UG adopted Ordinance No. O-25-12, which approved the creation of the Project Area 1 CID and called for the imposition of a CID sales tax of one percent (1%) within the Project Area 1 CID. On the same date, the UG approved the Redevelopment Project Plan for Project Area 1 of the Original TIF District and entered into the Development Agreement for Project Area 1 of the Metropolitan Avenue Redevelopment District. The improvements contemplated therein included an approximately 15,000 square foot grocery store; an approximately 9,075 square foot retail outlet; and a previously-constructed 8,500 square foot Dollar General.

D. On December 6, 2012, pursuant to the TIF Act, the UG adopted Ordinance No. O-64-12, which approved a revised Redevelopment Project Plan for Project Area 1 of the Original TIF District, and adopted Resolution No. R-107-12, which approved the Amended and Restated Development Agreement for Project Area 1 of the Metropolitan Avenue Redevelopment District.

E. On August 29, 2013, pursuant to the TIF Act, the UG adopted Ordinance No. O-48-13, which approved the Redevelopment Project Plan for Project Area 2 of the Original TIF District to consist of an approximately 61,400 square foot retail development anchored by an approximately 41,000 Wal-Mart Neighborhood Market grocery store. The UG also adopted Resolution No. R-72-13, which approved the Development Agreement for Project Area 2 of the Metropolitan Avenue Redevelopment District.

F. On December 17, 2015, the UG adopted Ordinance No. O-73-15, which approved a revised Redevelopment Project Plan for Project Area 2 of the Original TIF District to allow for the development of certain government buildings.

G. Developer thereafter requested that the UG add certain real property to the Original TIF District in order to create Project Area 3, as legally described on **Exhibit B** (the "Site" or "Project Area

3"). The TIF Act authorizes the UG to add additional property to the Original TIF District subject to the same procedures for public notice and hearing as are required for the establishment of a TIF district. At the request of the Developer, the UG adopted Resolution No. R-19-17 on May 11, 2017, which set a public hearing for June 15, 2017 to consider adding area to the Original TIF District. In advance of June 15, 2017, the UG received and reviewed a Blight Analysis dated May 16, 2017 relating to the proposed expansion of the Original District.

H. On June 15, 2017, the UG adopted Ordinance No. O-11-17, by which the UG found and determined that the proposed area to be added to the Original TIF District is "blighted" and an "eligible area" as defined by the TIF Act, and amended the Original TIF District in accordance therewith to include the Site. The boundaries of the Original TIF District as amended to include the Site are legally described on **Exhibit C-1** attached hereto and generally depicted on **Exhibit C-2** attached hereto (the "Amended TIF District").

I. On __________, 2018, Developer submitted a petition to the UG requesting the formation of a CID to be imposed on the Site (the "Project Area 3 CID").

J. On __________, 2018, pursuant to the TIF Act and the CID Act, respectively, the UG adopted Resolution No. R-____-18 and Resolution No. R-______-18, which set public hearings for __________, 2018 to consider the adoption of the Redevelopment Project Plan for Project Area 3 of the Amended TIF District (the "Project Area 3 Plan") and the establishment of the Project Area 3 CID, respectively. The Project Area 3 Plan, attached hereto as **Exhibit D**, provides for acquisition of the Site (excluding right-of-way), grading, site work and infrastructure improvements to the Site to bring all or a portion of the Site into a pad-ready condition, the construction of an approximately 4,000 square foot dual-flag quick-service restaurant on the Site, and all other work and improvements related thereto (the "Project").

K. On __________, 2018, pursuant to the CID Act, the UG adopted Ordinance No. O-____-18, which approved the creation of the Project Area 3 CID and called for the imposition of a CID sales tax of one percent (1%) within the Project Area 3 CID (the "CID Sales Tax").

L. On __________, 2018, pursuant to the TIF Act, the UG adopted Ordinance No. O-____-18, which approved the Project Area 3 Plan.

M. The parties agree that the Project is not financially feasible without the public-private partnership as set forth in this Agreement, and therefore the parties wish to enter into this Agreement to provide the necessary financing for the Project.

AGREEMENT

NOW, **THEREFORE**, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the UG and Developer hereby agree as follows:

ARTICLE I.
DEFINITIONS AND RULES OF CONSTRUCTION

1.1 Incorporation of Recitals. The parties understand and agree that the Recitals set forth above are hereby incorporated as though more fully set forth herein.

1.2 Definitions of Words and Terms. Capitalized words used in this Agreement which are not otherwise defined herein shall have the meanings set forth in the **Annex of Definitions** attached hereto.

1.3 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 governmental accounting principles.

(c) All references herein to "generally accepted governmental 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.

1.4 Legal Representation of the Parties. This Agreement was negotiated by the parties hereto with the benefit of legal representation and any rules of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to the construction or interpretation of this Agreement.

ARTICLE II.
DEVELOPMENT OF THE PROJECT

2.1 Transfer of Site to Developer. Developer does not currently own the Site. The Kansas Department of Transportation ("KDOT") owns a portion of the real property that comprises the Site. The UG, by and through the Wyandotte County Land Bank (the "WCLB"), owns the remainder of the Site (the "WCLB Property"). In order to assist Developer with securing ownership of the Site, the UG hereby agrees as follows:

(a) KDOT Property. The UG and KDOT entered into an Option Agreement for Purchase of Real Property dated December 12, 2014 (the "Option Agreement") by which the UG obtained an exclusive right and option to purchase a portion of the Site from KDOT (the "KDOT Property"). In turn, the UG and Developer, through Developer's consultant, Ferguson Properties, Inc., a Missouri corporation ("Ferguson"), entered into an exclusivity arrangement through a series of letters between Ferguson and the UG by which the UG agreed to negotiate exclusively with Ferguson for the acquisition and development of the KDOT Property. The exclusivity arrangement between the UG and Ferguson expired on February 2, 2017, and the Option Agreement expired on December 12, 2017. The UG agrees to use commercially reasonable efforts to renew the Option Agreement with KDOT, which efforts shall begin no later than the Effective Date of this Agreement and shall continue thereafter until the earlier of the Closing or the Drop Dead Date (as those terms are defined in Section 2.1(e) below), or until the earlier termination of this Agreement in accordance with its terms. If KDOT does not agree to renew the Option Agreement with the UG or with Developer by the Drop Dead Date, either party may terminate this Agreement as provided in subsection (e) below. The UG hereby covenants and agrees that, so long as this Agreement is in effect, Developer (or assigns permitted in accordance with Section 5.12 hereof) shall have the exclusive option to Purchase the KDOT Property and the WCLB Property from the UG.

(b) Deeds; Purchase Price. Provided that the UG is able to successfully renew the Option Agreement with KDOT, then at Closing (defined below in Section 2.1(e)), the UG shall convey the KDOT Property and shall cause the WCLB to convey the WCLB Property to Developer pursuant to one or more quitclaim deeds (each a "Deed" and collectively, "Deeds"), subject only to the provisions set forth in this Section 2.1 and in the balance of this Agreement, any restrictive covenants and easements required by KDOT and Section 5.2(g) of this Agreement, and the Permitted Encumbrances (as defined in the Annex of Definitions). In consideration and in exchange for the Deeds, Developer shall pay to the UG an amount equal to Fifteen Thousand Dollars and No/100 ($15,000.00) (the "Purchase Price") at Closing.

(c) Developer's Investigations. Prior to Closing, the UG shall allow Developer access to the WCLB Property and shall use commercially reasonable efforts to secure access for Developer to the KDOT Property, and to include such access rights in the renewed Option Agreement, for purposes of inspecting the WCLB Property and the KDOT Property, including the right to non-invasive testing of same (the "Investigations"); provided, however, that: (i) Developer must schedule such Investigations with the UG and KDOT; (ii) Developer shall provide the UG with a copy of any written reports resulting from the Investigations within thirty (30) days of completion of the Investigations; (iii) Developer and the UG (subject always to the Kansas Open Records Act, K.S.A. 45-215 *et seq.*; Kansas Open Meetings Act, K.S.A. 75-4317 *et seq.*; and rules of discovery) will maintain the results of any such Investigations confidential, except to KDOT for reports pertaining to the KDOT Property and to such third-party consultants, lenders, investors or attorneys as reasonably necessary to advise the Developer with regard to the Investigations; (iv) Developer shall repair any and all damage caused by the Investigations, and shall restore the WCLB Property and the KDOT Property to the condition it was in prior to such Investigations; and (v) Developer agrees to indemnify and hold the UG, WCLB and KDOT, and their agents, officers, contractors and employees (the "Government Parties") harmless from any and all injuries, losses, liens, claims, judgments, liabilities, costs actually incurred, expenses or damages (including reasonable attorneys' fees and court costs) sustained by or threatened against the UG (and/or the Government Parties) which result from or arise out of any Investigations by the Developer or its authorized representatives pursuant to this Section 2.1(c). Notwithstanding any provision herein to the contrary, the indemnity contained in the preceding sentence shall survive the termination of this Agreement or the Closing. If Developer is not satisfied in all respects as to the condition of the WCLB Property and the KDOT Property in its sole discretion, then the Developer shall have the right, exercisable by written notice given to the UG on or before the Closing, to terminate this Agreement. In the event that the Developer shall elect not to exercise its right to terminate this Agreement pursuant to this Section 2.1(c) before the Closing, the Developer shall be deemed to have waived this condition and accepted and acquired the WCLB Property and the KDOT Property "**as is, where is**," without representations or warranties from the UG, WCLB or KDOT of any kind whatsoever. The Developer hereby agrees that it is relying solely on its own Investigations of the WCLB Property and the KDOT Property and not on any information provided or to be provided by the UG, its officers, or agents, and that if the Developer does not exercise its right to cancel and terminate under this Section 2.1(c), then the Developer understands and agrees that Developer shall be deemed and considered to be fully and completely satisfied with the WCLB Property the KDOT Property and all parts and aspects thereof. The UG agrees to cooperate (and to use commercially reasonable efforts to cause KDOT to cooperate) with Developer's due diligence activities including, without limitation, and subject always to Section 5.16 below, advancing for consideration, and executing if requested by Developer, any zoning, planning and platting applications, and petitions or other documentation in connection with the Public Financing.

(d) Right of Reversion. Developer hereby agrees that the WCLB Property and the KDOT Property shall be subject to a right of reversion in favor of the UG (the "Reversionary Interest") in the event that, subject to Force Majeure, commencement of construction of the Project as described in Section 2.2 has not occurred on or before that date which is six (6) months after the Commencement Date set forth in Section 4.9 below. In order to exercise the Reversionary Interest, the UG shall first give to Developer a written notice of default and an additional ninety (90) day cure period (the "Reversionary Interest Notice") which shall specifically state that the UG is invoking the Reversionary Interest remedy, and in that case, if Developer fails to remedy the default in question within the additional ninety (90) day cure period, then the UG shall have the right, in its discretion, to exercise its Reversionary Interest as to the WCLB Property and the KDOT Property. If the UG exercises its Reversionary Interest, the UG shall pay Developer Fifteen Thousand Dollars and No/100 ($15,000.00) upon conveyance of the Site back to the UG, but the UG shall not reimburse Developer for any losses or other costs associated with the UG's exercise of its Reversionary Interest. Notwithstanding the foregoing or anything in this Agreement to the contrary, the Reversionary Interest shall automatically be released immediately upon the Substantial Completion of the Project, and the UG shall execute and deliver to Developer a quitclaim deed or such other documents as may be necessary to evidence the release of the Reversionary Interest promptly thereafter (but in any event, no later than ten (10) business days following a request by Developer for the same). For purposes of this Agreement, the words "commence construction" and "commencement of construction" shall mean the issuance of building permits for the Improvements (defined below in Section 2.2) and Developer's undertaking of a continuous program of construction for such Improvements.

(e) Closing. The term "Closing" as used in this Agreement shall be deemed to mean the date on which Developer shall close on the acquisition of all of the Site, including: (i) the WCLB Property and (ii) the KDOT Property. Developer shall provide written notice to the UG prior to the proposed Closing date and use commercially reasonable efforts to do so at least thirty (30) days in advance thereof, and upon receipt of Developer's written notice, the UG shall initiate the procedures necessary to cause the transfer of the WCLB Property and the KDOT Property. Notwithstanding anything herein to the contrary, the Closing must occur on or before December 31, 2019 (the "Drop Dead Date"), or either party shall have the right to terminate this Agreement, but such failure shall not be an event of default hereunder. Upon any such termination of this Agreement: (i) this Agreement shall terminate, and (ii) except as specifically set forth herein, the parties hereto shall have no further duty, obligation, or liability each to the other hereunder, and without limiting the generality of the foregoing, Developer shall be solely liable and responsible for all of its costs and expenses incurred by it with respect to this Agreement and the transactions contemplated hereby, and except for the fees and expenses of the UG to be paid for by Developer pursuant to that certain UG Cost Funding Agreement dated as of April 24, 2017, as amended, and the provisions of this Agreement, the UG shall be solely liable and responsible for all costs and expenses incurred by it with respect to this Agreement and the transactions contemplated hereby.

2.2 Redevelopment of Project Area 3. Prior to Closing on the conveyance of the WCLB Property and the KDOT Property to Developer as set forth in Section 2.1 above, the UG and Developer hereby agree that the Developer shall have the right but not the obligation to develop the Project as described in this Section 2.2 and the Project Area 3 Plan, with the precise scope and nature of the Project to be defined by the final development plan approval therefor, as the same may be approved, and as may be amended or modified from time to time, in accordance with Applicable Laws and Requirements (the "Development Plan"). If and to the extent that Developer closes on the WCLB Property and the KDOT Property, the Developer shall then be contractually obligated in this Agreement, subject to the terms and conditions hereof, to construct and complete the Project as more particularly set forth below. Developer hereby contemplates that all buildings, parking facilities, signage, sidewalks, landscaping, infrastructure, and other improvements constituting the Project, as specifically described in this Section 2.2 and the Project Area 3 Plan, and to the extent required by the Development Plan (the "Improvements"), shall be developed, constructed, and completed in Project Area 3 in substantial accordance and compliance with the terms and conditions of this Section 2.2 and the Development Plan. On and subject to the terms and provisions set forth in this Agreement, Developer shall have the sole right to, and shall be responsible for, design, redevelopment, construction and completion of the Improvements, all in accordance with the terms of this Section 2.2, the Project Area 3 Plan, the Development Plan, and all other Applicable Laws and Requirements. The parties further agree that, subject to any changes in the planning process, the Project shall include the following Improvements, to the extent required by the Development Plan or by other Applicable Laws and Requirements:

(a) Restaurants. The design, development, construction and completion of an approximately 4,000 square foot dual-flag quick-service restaurant, initially identified as Wendy's and Pizza Hut.

(b) Parking Facilities and Improvements. The design, development and construction and completion of parking to provide parking necessary and in compliance with Applicable Laws and Requirements (the "Parking Improvements"), and with parking lot signage and striping, lighting improvements, and electrical service thereto.

(c) Signage. Developer recognizes, stipulates and agrees that its exterior signage for the Project shall be subject to all Applicable Laws and Requirements, including any lighting and signage guidelines of the UG and any special use permit(s) granted by the UG's Planning Commission.

(d) Landscaping. The Project shall include landscaping in accordance with a landscaping plan approved pursuant to existing Applicable Laws and Requirements.

(e) Infrastructure Improvements. The design, redevelopment and construction and completion of infrastructure improvements, including stormwater, sewer, water main improvements, and burying of above-ground utility lines along with other similar improvements.

(f) Other. Any and all other Improvements required by the Development Plan.

(g) Plans and Specifications. Developer's development, design and construction of the Improvements shall in all respects comply with the Plans and Specifications (as defined in Section 4.2).

(h) Modification of Project. There shall not be any Material Changes to the Project described in this Section 2.2 without (i) prior written notice to the UG, and (ii) full compliance with all Applicable Laws and Requirements.

2.3 Completion of the Project. Developer shall complete the Project in conformance with this Agreement, the Project Area 3 Plan, the Development Plan, and all Applicable Laws and Requirements. Before commencement of construction or development of any and all buildings, structures or other work or improvement, Developer shall obtain any and all permits, which may be required by the UG, and any other Government Authorities having jurisdiction as to such construction, development or work, pursuant to Applicable Laws and Requirements.

2.4 Relationship of the UG and Developer. The performance of all activities by Developer hereunder shall be as an independent contractor and not as an agent of the UG, except as otherwise specifically provided herein.

ARTICLE III.
FINANCING — SOURCE OF FUNDS

3.1 Source of Funds. The Project will generally be funded by private equity and debt, federal grant funds, Pay-As-You-Go TIF Financing (with respect to property tax increment), Pay-As-You-Go CID Financing, Pay-As-You-Go Reimbursement of Sales Taxes, and the UG Contribution (all as defined below). Reference is hereby made to the Project Costs and Project Budget attached hereto as **Exhibit E**. Developer, using private equity and debt and federal grant funds, will initially advance all of the costs for the design, development and construction of the Improvements. Developer, subject to the terms and conditions of this Agreement, including the Public Financing Cap set forth in Section 3.6 below, shall be reimbursed for the eligible Project Costs from and to the extent of the available TIF Proceeds, CID Sales Tax Proceeds, Sales Taxes from the Local Sales Tax Dedication, and the UG Contribution (as defined below).

3.2 UG Contribution. The UG will contribute Four Hundred Thousand and No/Dollars ($400,000.00) from the City General Fund to Developer to pay for any and all Project Costs (other than Developer's legal fees, development fees, or real estate commissions) (the "UG Contribution"). The UG hereby agrees to deposit the UG Contribution into a separate fund to be established and administered by the UG in compliance with the laws of the State and this Agreement (the "UG Contribution Fund") within ten (10) days following the full execution of this Agreement. The entire amount of the UG Contribution shall be so deposited into the UG Contribution Fund within such time frame and used exclusively for disbursements to Developer to pay for or reimburse Project Costs as described herein. The UG Contribution shall be the first source of funding to reimburse Project Costs, and upon the commencement of construction of the Project, the parties agree that Developer may begin to submit Certificates of Expenditure for Project Costs to be reimbursed with the UG Contribution. Any such Certificate of Expenditure for the UG Contribution shall be submitted and approved or disapproved in accordance with Section 3.8 hereof, and if so approved, the UG shall cause disbursement of the UG Contribution (or the portion thereof that relates to the approved Certificate of Expenditure) to Developer within five (5) days following approval of the Certificate of Expenditure. Once Developer has received Public Financing (defined below in Section 3.6) in an amount equal to the Public Financing Cap (defined below in Section 3.6), then, to the extent of (and subject to) available remaining Public Financing, the UG Contribution shall be repaid to the UG from the following sources: (i) all remaining Incremental Real Property Taxes from Project Area 3; (ii) all remaining Sales Taxes from Project Area 3; and (iii) all remaining Project Area 3 CID Sales Tax.

3.3 Local Sales Tax Dedication. It is contemplated by the parties that the Project shall be financed in part by Sales Taxes (as defined below).

(a) Dedication of Local Sales Taxes. Developer has requested that the UG use its home rule authority under Article 12, Section 5 of the Constitution of the State of Kansas to dedicate one-hundred percent (100%) of the Sales Taxes generated within Project Area 3 during the TIF Collection Period (as defined below) for reimbursement to Developer for Project Costs outside of the TIF Act and structure, subject to the Public Financing Cap (the "Local Sales Tax Dedication"). The UG agrees to the Local Sales Tax Dedication, subject to Applicable Laws and Requirements. For purposes hereof, the term "Sales Taxes" means the local sales and use taxes received by the UG, which are imposed pursuant to K.S.A. 12-187 *et seq.*, limited to the 1% general sales tax of the current City of Kansas City sales tax rate of 1.625% (excluding the 0.25% UG EMS sales tax and the 0.375% UG public safety and neighborhood infrastructure tax), plus the UG's share of the current Wyandotte County 1% sales tax, which is currently 93.84%.

(b) Documentation of Local Sales Taxes. Developer, its successors and assigns, shall provide the UG with documentation of sales tax receipts for each business in Project Area 3, indicating the type and amount of the Sales Taxes paid by such business. Developer agrees that it will itself provide (if applicable), and that it will use commercially reasonable efforts to, by appropriate agreement, require all parties holding or operating by, through or under it, or otherwise operating on or from Project Area 3, to provide, to the UG: (i) true and correct copies of all sales tax and use tax returns filed with the State with respect to sales in, on or from Project Area 3, with the same to be provided to the UG simultaneously with, or within ten (10) days after, such filing with the State; and (ii) separate monthly reports showing all sales taxes paid to the State. If Developer, or parties holding or operating by, through or under it, or otherwise operating on or from Project Area 3, fail(s) to provide any of documentation described in subsections (i) and (ii) in the foregoing sentence, then: (x) in the event of failure to provide (i), Developer shall not receive any disbursements of Sales Taxes until the UG receives the required documentation; and (y) in the event of failure to provide (ii), Developer shall not receive any disbursements of the Sales Taxes received for those months in which separate monthly reports were not provided to the UG.

(c) Project Area 3 Local Sales Taxes Fund. During the TIF Collection Period, all Sales Taxes generated within Project Area 3 shall be deposited into the Project Area 3 Local Sales Taxes Fund, which shall be established and administered by the UG in compliance with all Applicable Laws and Requirements and this Agreement. Project Costs not otherwise reimbursed with the UG Contribution, TIF Proceeds or CID Sales Tax Proceeds ("Local Sales Tax Eligible Expenses") shall be reimbursed to Developer with Sales Taxes, subject to the terms and conditions set forth in this Agreement and the Public Financing Cap; provided, however, that Developer agrees to reasonably prioritize the use of Sales Taxes to pay for or reimburse Project Costs that also constitute TIF Eligible Expenses before Developer uses Sales Taxes to pay for or reimburse Project Costs that do not constitute TIF Eligible Expenses.

(d) Pay-As-You-Go Reimbursement of Sales Taxes. The Sales Taxes deposited into the Project Area 3 Local Sales Taxes Fund by the UG shall be disbursed by the UG on a pay-as-you-go basis, on a quarterly basis in four (4) quarterly disbursements from the UG after receipt by the UG of such Sales Taxes ("Pay-As-You-Go Reimbursement of Sales Taxes"), to reimburse Developer for Local Sales Tax Eligible Expenses, if and to the extent that (i) there are Sales Taxes in the Project Area 3 Local Sales Taxes Fund, (ii) Developer has fully satisfied all of the conditions as set forth in Section 3.7 below, (iii) the term of the TIF Collection Period (as defined below) has not yet expired, and (iv) Developer has not already received Public Financing in an amount equal to the Public Financing Cap. At the end of the TIF Collection Period, the parties understand and agree the Local Sales Tax Dedication shall thereafter terminate.

(e) Payment of Sales Taxes Administrative Fee. A portion of Sales Taxes from Project Area 3 shall be used to pay an administrative fee in an amount equal to one percent (1.0%) of the Sales Taxes (the "Sales Taxes Administrative Fee"), and Developer hereby understands and agrees that such Sales Taxes Administrative Fee shall be withheld by the UG prior to disbursing the balance of the Sales Taxes to Developer. As and when there are sufficient Sales Taxes from Project Area 3 to pay the Sales Taxes Administrative Fee, such Sales Taxes Administrative Fee shall have first priority to available funds in the Project Area 3 Local Sales Taxes Fund.

3.4 TIF. It is contemplated by the parties that the Project shall be financed in part by TIF Proceeds (as defined below).

(a) Collection of TIF Revenues. The parties hereby agree as follows:

(i) Real Property Taxes. During the TIF Collection Period (as defined in Section 3.4(c)(i) below), the UG shall collect Incremental Real Property Taxes (as defined below), unless the Amended TIF District shall be earlier terminated pursuant to the other express terms of this Agreement. Pursuant to the provisions of the Project Area 3 Plan and the TIF Act, including, but not limited to, Section 12-1775(a) thereof, when TIF is established by Ordinance for a district, the real property located therein is subject to assessment for annual Real Property Taxes. Real Property Taxes shall be due in arrears, with half due on December 20th and half due on May 10th of each year in which said amount is required to be paid, and will be considered delinquent if not paid by such dates of each such year or as otherwise determined by Applicable Laws and Requirements. The obligation to pay Real Property Taxes shall be a covenant running with the land and shall create a lien in favor of the UG on each such tax parcel as constituted within the Amended TIF District from time to time and shall be enforceable against Developer and its successors and assigns in ownership of property in the Amended TIF District. The parties hereby understand and agree that one-hundred percent (100%) of the Incremental Real Property Taxes from Project Area 3 of the Amended TIF District shall be available to Developer for TIF Eligible Expenses, subject to the Public Financing Cap. For purposes hereof, the term "Incremental Real Property Taxes" means the amount of Real Property Taxes collected within Project Area 3 of the Amended TIF District that is in excess of the amount of Real Property Taxes collected from the assessed valuation of Project Area 3 of the Amended TIF District as of November 17, 2011 (i.e., the assessed value on the date when the Original TIF District was established which, with respect to Project Area 3 of the Amended TIF District, is $0.00).

(ii) The Incremental Real Property Taxes constitute the "TIF Revenues." TIF Revenues deposited and any interest earned thereon, less the TIF Administrative Fee (as defined below), shall constitute "TIF Proceeds."

(b) Project Area 3 TIF Revenue Fund. During the TIF Collection Period, all TIF Revenues generated within Project Area 3 shall be deposited into the Project Area 3 TIF Revenue Fund, which shall be established and administered by the UG in compliance with the laws of the

State and this Agreement. Developer has identified certain Project Costs which shall be reimbursed with TIF Proceeds if and to the extent that such Project Costs are eligible for reimbursement under this Agreement and have estimates identified on **Exhibit E** attached hereto (the "TIF Eligible Expenses") and are eligible for payment or reimbursement pursuant to the TIF Act, subject always to the Public Financing Cap.

(c) Pay-As-You-Go TIF Financing. The TIF Proceeds deposited into the Project Area 3 TIF Revenue Fund by the UG shall be disbursed by the UG on a pay-as-you-go basis, on a semi-annual basis in two (2) semi-annual disbursements from the UG after receipt by the UG of such TIF Proceeds ("Pay-As-You-Go TIF Financing"), to reimburse Developer for TIF Eligible Expenses, if and to the extent that (i) there are TIF Proceeds in the Project Area 3 TIF Revenue Fund, (ii) Developer has fully satisfied all of the conditions as set forth in Section 3.7 below, (iii) the term of the TIF Collection Period (as defined below) has not yet expired, and (iv) Developer has not already received Public Financing in an amount equal to the Public Financing Cap. The parties further agree as follows:

(i) The TIF Proceeds shall be collected within Project Area 3 and directed to the Project Area 3 TIF Revenue Fund for a period that commences on the date of approval of the Project Area 3 Plan, and concluding upon that date which is the earlier of the following: (i) the date that Developer has been reimbursed for all TIF Eligible Expenses by Pay-As-You-Go TIF Financing and the UG has been reimbursed in full for the UG Contribution, or (ii) the date that the UG receives in the Project Area 3 TIF Revenue Fund and disburses as required by this Agreement the final tax payment that relates to the period of time that is twenty (20) years from the date that the Project Area 3 Plan was approved for the Amended TIF District (the "TIF Collection Period"). At the end of the TIF Collection Period, the parties understand and agree that the TIF shall thereafter terminate.

(ii) Developer shall not receive any reimbursements from Pay-As-You-Go TIF Financing unless and until the conditions precedent set forth in Section 3.7 have been fully satisfied as determined by the UG in its reasonable discretion.

(d) No TIF Bonds. Developer hereby understands and agrees that nothing in this Agreement shall in any way obligate the UG to issue bonds or other obligations to reimburse Developer for the TIF Eligible Expenses.

(e) Payment of TIF Administrative Fee. A portion of TIF Revenues from the Project Area 3 shall be used to pay an administrative fee in an amount equal to one percent (1.0%) of the TIF Revenues (the "TIF Administrative Fee"), and Developer hereby understands and agrees that such TIF Administrative Fee shall be withheld by the UG prior to disbursing TIF Proceeds to Developer. As and when there are sufficient TIF Revenues from Project Area 3 to pay the TIF Administrative Fee, such TIF Administrative Fee shall have first priority to available funds in the Project Area 3 TIF Revenue Fund.

3.5 Project Area 3 CID. It is contemplated by the parties that the Project shall also be funded in part by CID Sales Tax Proceeds. Developer has identified certain Project Costs which shall be reimbursed with CID Sales Tax Proceeds if and to the extent that such Project Costs are eligible for reimbursement under this Agreement and have estimates identified on **Exhibit E** attached hereto (the "CID Eligible Expenses") and are eligible for payment or reimbursement pursuant to the CID Act, subject always to the Public Financing Cap. In connection with the CID Sales Tax, the Parties hereby agree as follows:

(a) CID Sales Tax. The UG hereby agrees that the CID Eligible Expenses may be financed and reimbursed with Pay-As-You-Go CID Financing (defined below in Section 3.5(c)) from the imposition of the CID Sales Tax in the amount of one percent (1%) 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.*) from only those revenues received within the Project Area 3 CID. On or before [October 1, 2019], the UG agrees to notify DOR (with a copy sent to Developer) to commence collection of the CID Sales Tax on [January 1, 2020], or on such others date(s) as Developer shall provide to the UG in writing. Developer agrees to provide to the DOR a list of tenants within the Project Area 3 CID within the timeframes required by the DOR, so that the DOR can notify tenants within the Project Area 3 CID of their requirement to collect a CID Sales Tax beginning on that certain date which is set forth in Recital K of this Agreement. At the time the list of tenants is provided to the DOR, Developer shall also provide a copy to the UG.

(b) Project Area 3 CID Sales Tax Fund. During the CID Collection Period (as defined below), all CID Sales Tax Proceeds generated within the Project Area 3 CID and received by the UG shall be deposited into the Project Area 3 CID Sales Tax Fund, which shall be established and administered by the UG in compliance with the laws of the State and this Agreement.

(c) Pay-As-You-Go CID Financing. The Parties hereby agree that the proceeds from the CID Sales Tax shall be disbursed by the UG quarterly from the Project Area 3 CID Sales Tax Fund on a pay-as-you-go basis ("Pay-As-You-Go CID Financing") to reimburse Developer for the CID Eligible Expenses, if and to the extent that: (1) there are CID Sales Taxes in the Project Area 3 CID Sales Tax Fund, (2) Developer has fully satisfied all of the conditions as set forth in Section 3.7 below, (3) the Term has not yet expired, and (4) Developer has not already received Public Financing in an amount equal to the Public Financing Cap. The Parties further agree as follows:

(i) The CID Sales Tax shall be collected within the Project Area 3 CID for a period that commences on the date that the CID Sales Tax is first imposed within the Project Area 3 CID up to and concluding upon that date which is the earlier of the following: (a) the date that Developer has been reimbursed for all CID Eligible Expenses by Pay-As-You-Go CID Financing and the UG has been reimbursed in full for the UG Contribution, or (b) that date which is twenty-two (22) years from the date that the CID Sales Tax is first imposed (the "CID Collection Period"). At the end of the CID Collection Period, the parties understand and agree that the Project Area 3 CID shall thereafter terminate, and the CID Sales Tax shall terminate and no longer be levied or collected within the Project Area 3 CID.

(ii) Developer shall not receive any reimbursements from Pay-As-You-Go CID Financing unless and until the conditions precedent set forth in Section 3.7 have been fully satisfied as determined by the UG in its reasonable discretion.

(d) No CID Bonds. Developer hereby understands and agrees that nothing in this Agreement shall in any way obligate the UG to issue bonds or other obligations to reimburse Developer for the CID Eligible Expenses.

(e) Payment of CID Administrative Fee. A portion of CID Sales Tax from the Project Area 3 CID shall be used to pay an administrative fee in an amount equal to one percent

(1.0%) of the CID Sales Tax Proceeds (the "CID Administrative Fee"), and Developer hereby understands and agrees that such CID Administrative Fee shall be withheld by the UG prior to disbursing the balance of the CID Sales Tax (the "CID Sales Tax Proceeds") to Developer. As and when there are sufficient CID Sales Tax revenues from the Project Area 3 CID to pay the CID Administrative Fee, such CID Administrative Fee shall have first priority to available funds in the Project Area 3 CID Sales Tax Fund.

3.6 Public Financing Cap. The TIF Proceeds available for Pay-As-You-Go TIF Financing, the Sales Taxes available for Pay-As-You-Go Reimbursement of Sales Taxes, and the CID Sales Tax Proceeds available for Pay-As-You-Go CID Financing, collectively, constitute the "Public Financing." The term Public Financing, as used in this Agreement, specifically excludes the UG Contribution. The Public Financing available to Developer for reimbursement of TIF Eligible Expenses, Local Sales Tax Eligible Expenses, and CID Eligible Expenses shall in no event exceed (a) the lesser of the actual amount of Project Costs incurred to construct the Project (less any developer fee, legal fees and real estate commissions) certified pursuant to Section 3.8 or Two Million and No/100 Dollars ($2,000,000.00), plus (b) Developer's interest, at the lesser of 6.50% or the actual rate paid by Developer, accrued on borrowed money from an arms-length institutional lender (the "Public Financing Cap"). The Public Financing Cap shall, for all purposes set forth herein, operate as a cap on the use of Public Financing for reimbursement of any and all eligible Project Costs. Once Developer has received Public Financing in an amount equal to the Public Financing Cap, the parties understand and agree that Developer shall have no further access to Sales Taxes, TIF Proceeds or CID Sales Tax Proceeds, which remaining Sales Taxes and TIF Proceeds, and CID Sales Tax Proceeds, shall, to the extent of (and subject to) remaining available Public Financing, then be used to reimburse the UG for the UG Contribution until expiration of the TIF Collection Period and CID Collection Period, respectively.

3.7 Conditions Precedent to Reimbursements. Developer hereby understands and agrees that it shall not receive any reimbursements for Project Costs from Public Financing, unless and until the conditions precedent set forth below have been fully satisfied as determined by the UG in its reasonable discretion:

(a) In accordance with Section 3.8 hereof, the UG has approved Certificates of Expenditure for all such Project Costs sought to be reimbursed;

(b) Developer shall be in full compliance with the terms and conditions of this Agreement and shall not be in default hereunder, nor shall there be conditions, actions or omissions of Developer which will, with the passage of time, become occurrences of default hereunder; and

(c) The Project (or a definable portion thereof) shall be substantially complete as evidenced by a temporary certificate of occupancy therefor.

3.8 Certificates of Expenditure for Reimbursement from Public Financing. The parties hereby agree as follows:

(a) Certificate of Expenditure. In order to receive payment or reimbursement for Project Costs from Public Financing and/or from the UG Contribution, Developer shall submit a Certificate of Expenditure in the form attached hereto as **Exhibit F** attesting to the expenditure of the Project Costs sought to be reimbursed in accordance with the procedure set forth below. Developer may submit a separate Certificate of Expenditure each month, but no more than one time per month, for each of the UG Contribution, Project Area 3 Local Sales Taxes Fund, Project Area 3 TIF Revenue Fund, and Project Area 3 CID Sales Tax Fund. Additionally, Developer shall require that no transferee, purchaser, or lessee of any portion of the Site otherwise provide Certificates of Expenditures to the UG, except through Developer or except as otherwise approved by the UG and Developer.

(b) Procedures for Certification of Expenditures. The UG or a representative of the UG shall review Certificates of Expenditures to be made in connection with the Project Costs for approval or denial of the same as follows:

(i) Developer shall submit to the UG a Certificate of Expenditure setting forth the amount for which certification is sought and identification of the relevant Project Costs and the appropriate source of funding (UG Contribution, Project Area 3 Local Sales Taxes Fund, Project Area 3 TIF Revenue Fund, or Project Area 3 CID Sales Tax Fund) for payment of such Project Costs. The UG Contribution shall be the first source of funding to reimburse Project Costs as more particularly described in Section 3.2 above. Developer shall certify to the UG that it shall only use the UG Contribution, TIF Proceeds, Sales Taxes, and/or CID Sales Tax Proceeds for the designated Project Costs described in the Certificate of Expenditure and that such proceeds shall not be commingled with other sources or uses.

(ii) The Certificate of Expenditure shall be accompanied by a detailed accounting of Developer's private equity and debt, federal grant funds, UG Contribution, and all Sales Taxes, TIF Proceeds and CID Sales Tax Proceeds received by Developer to date, along with supporting documentation therefor.

(iii) The Certificate of Expenditure shall be accompanied by such bills, contracts, invoices, lien waivers and such other evidence as the UG shall reasonably require documenting appropriate payment.

(iv) The Certificate of Expenditure shall be accompanied by a report regarding any LBE/MBE/WBE participation associated with the costs requested for payment or reimbursement in the Certificate of Expenditure.

(v) The UG reserves the right to have its engineer or other agents, consultants or employees inspect all the items set forth in subsection (ii) above as reasonably necessary to determine that the expenses therein are valid, eligible and properly incurred and constitute eligible Project Costs.

(vi) The UG shall have sixty (60) days after receipt of any initial Certificate of Expenditure to review and respond by written notice to Developer. If the UG disapproves the Certificate of Expenditure, the UG shall notify Developer in writing of the reason for such disapproval within such sixty (60) day period, in which event Developer shall have the right to revise and re-submit the Certificate of Expenditure (or portion thereof, or additional supporting documentation therefor) to address such reason for disapproval. The UG will review and approve the revised Certificate of Expenditure within thirty (30) days following Developer’s re-submission. Approval of any Certificate of Expenditure will not be unreasonably withheld, conditioned, or delayed.

(c) Modification to Procedures and Requirements. The parties hereby understand and agree that the process to approve Certificates of Expenditure and properly disburse the UG Contribution, Sales Taxes, TIF Proceeds, and CID Sales Tax Proceeds is important to the UG and

Developer for various reasons. Accordingly, the parties hereby understand and agree that: (i) the UG may retain outside third party representatives to manage and/or provide oversight to this process, with the prior written approval of Developer, which approval shall not be unreasonably withheld, conditioned or delayed following Developer's receipt of a cost proposal from such outside third party representative(s) that includes a not-to-exceed amount, and Developer hereby agrees to fully cooperate with any such third party representatives in this process and to pay the UG's costs for retaining such third parties; provided, however, that: (x) Developer will not be required to pay any costs that exceed the not-to-exceed amount set forth in the aforementioned cost proposal; and (y) any and all such costs paid by Developer shall be reimbursable from the UG Contribution, TIF Proceeds, CID Sales Tax Proceeds and Sales Taxes, subject to Applicable Laws and Requirements (including the TIF Act with respect to TIF Proceeds, and the CID Act with respect to CID Sales Tax Proceeds).

3.9 Line Items. The parties hereby agree that any increase in line item amounts in the columns labeled "TIF", "CID" or "Sales Tax" in the Project Budget as set forth on **Exhibit E** may be made by Developer as long as: (a) no such increase is made within any category that has $0.00 or " – " in the respective column, and (b) Developer provides the County Administrator's office with a modified Project Budget reflecting such change upon requesting reimbursement for any such line item(s). Notwithstanding anything set forth herein which is seemingly to the contrary, no portion of the UG Contribution or other Public Financing shall be used to reimburse Developer's legal fees, development fees, or real estate commissions.

3.10 Public Financing Shortfalls. In the event that the UG Contribution and the Public Financing contemplated by the Project Budget for payment of Developer's Project Costs are in any way insufficient in any respect to pay all such Project Costs, and to complete any of the Improvements included therein, lien free (a "Public Financing Shortfall"), then Developer agrees that it will, from time to time as necessary and to the extent of available Project funds, pay any and all of the Public Financing Shortfall and complete such Improvements, lien free.

ARTICLE IV.
CONSTRUCTION OF IMPROVEMENTS

4.1 Architect. Developer shall select such architects, engineers and other design professionals and consultants as are necessary in Developer's discretion to provide construction documents and construction oversight services for the Improvements. All agreements respecting architectural and engineering services shall be between Developer and such persons, and a copy of each such agreement shall be timely provided to the UG upon a request for the same.

4.2 Design and Plans and Specifications. Developer shall, as soon as practicable, provide the UG with plans and specifications for the Improvements (collectively, the "Plans and Specifications"), which Plans and Specifications shall include cost estimates for the Improvements, detailed specifications of materials, and the design of which is compatible with the Project Area 3 Plan, and all Applicable Laws and Requirements. Developer recognizes, stipulates and agrees that the Project is subject to the UG's planning and zoning approval process, and the Plans and Specifications will be presented to and subject to approval by the UG in accordance with Applicable Laws and Requirements. There shall be no Material Changes to the Plans and Specifications subsequent to the initial approval other than in accordance with Applicable Laws and Requirements and this Agreement.

(a) Developer shall, as soon as practicable provide the UG with a landscape plan, which sets forth a detailed plan for landscaping of the Site (the "Landscape Plan"). The

Landscape Plan must be approved by the UG in accordance with Applicable Laws and Requirements as described above in Section 2.2(d) hereof, and upon such approval, shall be attached to this Agreement as **Exhibit G**.

(b) The UG reserves the right to, upon prior written notice to Developer, have its engineer, UG staff or other agents or employees inspect all work in respect of which a Certificate of Expenditure is submitted, to examine the Developer's and other's records relating to all costs of Improvements to be paid, and to obtain from such parties such other information as is reasonably necessary for the UG to evaluate compliance with the terms hereof.

4.3 General Contractor and Construction Documents. Developer shall select one or more general contractors (collectively, the "General Contractor") for the Improvements. Each such General Contractor must have experience in similar-sized projects in the Kansas City metropolitan area, including experience working with union labor and meeting LBE/MBE/WBE goals. Developer represents that its construction documents relative to the Improvements (the "Construction Documents") will require and provide for: (a) the design, development, construction, equipping and completion of the Improvements in accordance with the Project Area 3 Plan, the Plans and Specifications and all Applicable Laws and Requirements; (b) a guaranteed maximum price, or other commercially reasonable payment structure acceptable to the UG, Developer and Developer's lender; (c) guaranteed Substantial Completion not later than the completion date for each respective Improvement as set forth in Section 4.10 (with such penalties for failure, if any, as the UG, Developer and Developer's lender deem necessary); and (d) if, and only to the extent, required by Developer's lender or Applicable Laws and Requirements, surety of performance and labor and material payment bonds. Developer shall, as soon as practicable, provide the UG with a copy of the Construction Documents.

4.4 Changes or Amendments. Developer shall promptly deliver to the UG copies of all change orders or other changes or amendments to the Construction Documents that constitute a Material Change. Developer agrees with the UG that: (a) it will perform its duties and obligations under the Construction Documents, and (b) enforce the obligations of all other parties thereunder. Developer shall not make any Material Changes to, or terminate any of the Construction Documents except upon default, or release any party therefrom, without the prior written consent of the UG, which consent shall not be unreasonably withheld, conditioned or delayed and which consent shall be based upon the timing, quality and likelihood of completion of the Improvements in accordance with the terms of this Agreement.

4.5 Responsibility for Design and Construction. Developer shall, subject to the terms of this Agreement and the Project Area 3 Plan, have the sole right, and the responsibility, to design, manage, and construct the Project. Notwithstanding anything set forth herein to the contrary, the Plans and Specifications shall be sealed by the Principal Architect and shall require that the Principal Architect render a certificate upon the completion of the work required thereby that said work has been completed in accordance with all Applicable Laws and Requirements.

4.6 Permits and Reviews. Developer hereby recognizes, stipulates and agrees: (a) that in the design, construction, and completion of the Improvements, Developer, or its General Contractor, shall procure and pay for any and all permits, licenses or other forms of authorizations that are, from time to time, required; and (b) that nothing herein shall be construed as any release by the UG of the responsibility of Developer to comply with, and satisfy the requirements of, all Applicable Laws and Requirements; the UG agreeing, however, that it will, to the extent possible, expedite all plan review and permitting in connection with the design and construction of the Improvements, and that the costs of procuring and paying for any and all such permits, licenses or other forms of authorizations may be paid for and/or reimbursed with the UG Contribution, Sales Taxes, TIF Proceeds and/or CID Sales Tax Proceeds, subject to this Agreement and Applicable Laws and Requirements (including the TIF Act with respect to TIF Proceeds, and the CID Act with respect to CID Sales Tax Proceeds).

4.7 Cost Verification. During construction of the Improvements, the UG and Developer shall establish appropriate review procedures whereunder the UG and/or its representatives can inspect and review costs (which may include an audit of records to verify the Developer's private equity and debt, federal grants, Local Sales Tax Eligible Expenses, TIF Eligible Expenses, CID Eligible Expenses and the uses of the UG Contribution which are incurred and paid in accordance with the Project Budget) and to verify that construction is proceeding in accordance with the Project Area 3 Plan, the Development Plan, the Plans and Specifications and all Applicable Laws and Requirements. Developer will cooperate with the UG in such review.

4.8 Periodic Meetings with the UG. From the Effective Date until Substantial Completion of the Improvements, Developer hereby agrees to meet with the UG and/or its representatives at such intervals as Developer, the UG and any such designee shall mutually agree or reasonably request, and not more frequently than monthly, to review and discuss the design, development and construction of the Improvements and the Project.

4.9 Commencement and Completion of Improvements. Subject to Force Majeure and the other terms and conditions set forth in this Agreement, Developer hereby agrees that: (a) it shall commence construction of the Improvements within one-hundred eighty (180) days following Developer’s acquisition of the Site and receipt of all final approvals and permits required by all Government Authorities for the Project (the "Commencement Date"); and (b) Substantial Completion of the Improvements shall be achieved no later than eighteen (18) months following such commencement of construction (the "Completion Date").

ARTICLE V.
USE AND OPERATION

5.1 Term. The Term of this Agreement shall commence on the Effective Date and shall expire upon that date which is the later of (i) the last day of the TIF Collection Period, (ii) the last day of the CID Collection Period, (iii) the date that Developer has been reimbursed for all Local Sales Tax Eligible Expenses by Pay-As-You-Go Reimbursement of Sales Taxes, all TIF Eligible Expenses by Pay-As-You-Go TIF Financing and for all CID Eligible Expenses by Pay-As-You-Go CID Financing in an amount equal to the Public Financing Cap and the UG has been reimbursed in full for the UG Contribution (provided, however, if the UG has not been reimbursed in full for the UG Contribution upon expiration of the CID Collection Period, this Agreement shall nonetheless automatically terminate upon the expiration of the CID Collection Period), or (iv) the expiration or earlier termination of this Agreement in accordance with the terms and provisions hereof (the "Term"). Notwithstanding the foregoing or anything in this Agreement to the contrary, the UG agrees that Developer may, at any time following the Substantial Completion of the Project (or at any time prior to the Substantial Completion of the Project, provided that the UG Contribution has not yet been drawn on or is repaid in full), terminate this Agreement upon thirty (30) days prior written notice to the UG, in which event the parties acknowledge and agree that: (a) this Agreement shall automatically terminate; (b) the UG may, in its discretion, terminate the Amended TIF District as to Project Area 3, the Local Sales Tax Dedication and/or the Project Area 3 CID, or use the remaining TIF Revenues and Sales Taxes and the remaining CID Sales Tax revenues (for the balance of the TIF Collection Period and the CID Collection Period, respectively) to repay the UG Contribution, in which event, once the UG Contribution has been repaid in full, the UG shall immediately take all action necessary to promptly terminate the Amended TIF District as to Project

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Area 3, the Project Area 3 CID and the Local Sales Tax Dedication; and (c) neither party shall have any further obligations under this Agreement.

5.2 Use and Operation. Developer covenants that at all times during the Term, it will:

(a) Use the Project only for retail, restaurant, and/or other commercial uses, and surface parking, as well as all associated public and private infrastructure (the "Permitted Uses").

(b) Conduct its business at all times in a dignified and quality manner and in conformity with the highest industry standards and in such manner as to help establish and maintain a strong reputation for the Project in accordance with industry standards.

(c) Use commercially reasonable efforts to cause the Project to be continuously operated during normal business hours; provided, however, the parties hereby acknowledge and agree that it shall not constitute a default of this Agreement, nor entitle the UG to exercise any remedies hereunder or at law or in equity, in the event that the Project (or any portion thereof) is not continuously operated at any point during the Term.

(d) Maintain the Site in compliance with the Landscape Plan and at all times trimmed and well-maintained.

(e) Provide reasonable security for the Project, including appropriate lighting.

(f) Perform its duties to repair, restore and replace the Improvements as set forth in Sections 5.4 and 5.10 hereof; provided however that notwithstanding anything herein to the contrary, nothing in this Agreement shall require Developer to make renovations or upgrades to the Improvements beyond what is set forth in the Plans and Specifications.

(g) Additionally, Developer and the UG hereby agree that the following uses shall be prohibited on or about the Site, except as otherwise provided herein or with the prior written approval of the UG:

(i) Any use which is unreasonably offensive by reason of odor, fumes, dust, smoke, noise, or pollution, or which constitutes a nuisance or is hazardous by reason of fire or explosion,. No oil, gasoline or flammable liquid shall be stored in bulk in greater than fifty-five gallon containers except in underground storage tanks, except as otherwise allowed pursuant to all Applicable Las and Requirements.

(ii) A gas station or car wash facility other than in accordance with Applicable Laws and Requirements including an approved Development Plan.

(iii) A facility primarily used as a storage warehouse operation, mini-warehouse, or freight terminal; provided however that the foregoing restriction shall not in any way prohibit the operation of small warehouse or mini-warehouse if operated in connection with and ancillary to a permitted retail use.

(iv) A facility for the assembling, manufacturing, refining, or smelting, drilling, mining, exploring or the producing of oil, gases or other minerals.

(v) Any use which involves the raising, breeding, or keeping of any animals or poultry.

(vi) Salvage or reclamation yards and the storage of inoperative vehicles.

(vii) Any pawn shop or "second hand" store; provided however, that the foregoing restriction shall not in any way prohibit the operation of high quality antique or so-called vintage stores.

(viii) Any mobile home park, camp ground, trailer court, or labor camp.

(ix) Any dumping, disposing, incineration or reduction of garbage; provided, however, this prohibition shall not be applicable to garbage compactors located on the Site in accordance with Applicable Laws and Requirements.

(x) Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation.

(xi) Any shows or sales of guns and/or ammunition.

(xii) Any central laundry, or laundromat.

(xiii) Any automobile, truck, trailer or recreational vehicle with outside sales, leasing, or display unless approved by the UG or in conjunction with promotions, displays and other similar marketing activities, subject, however, to compliance with all Applicable Laws and Requirements.

(xiv) Any body shop repair operation, engine repair or vehicle repair facility for all vehicles, including motorcycles, including a quick service facility.

(xv) Any mortuary or funeral home.

(xvi) Any establishment selling or exhibiting pornographic materials or which sells drug-related paraphernalia or which exhibits either live or by other means to any degree, nude or partially clothed dancers or wait staff and/or any massage parlors or similar establishments; except that this provision shall not be deemed to preclude the operation in the Site of either a nationally or regionally recognized high-quality book store, or a drug store or pharmacy, or a department within a retail store offering for sale its usual or customary inventory of books, magazines and/or related pharmaceutical materials.

(xvii) A nightclub, which shall be deemed to mean any bar, restaurant, club or other establishment that derives fifty percent (50%) or more of its gross receipts from the sale of alcoholic beverages.

(xviii) Any store selling discounted tobacco products, electronic or vapor cigarettes or other smoking devices or paraphernalia.

(xix) Any hookah bars or other establishment with a primary focus on smoking.

(xx) Pay-day or title loan facilities.

(xxi) Any precious metal facilities.

(xxii) A flea market; provided however that the foregoing restriction shall not in any way prohibit the operation of a "city market" for the sale of fresh fruits, vegetables and other foods and flowers and other similar items.

The UG's Commission is hereby authorized to grant variances to the restrictions set forth in this Section 5.2(g) from time to time in its sole and absolute discretion. Within thirty (30) days of the Closing, if not already addressed in the Deed or Deeds conveying the KDOT Property and the WCLB Property to Developer, Developer and the UG shall execute a document which shall memorialize the restrictions set forth in this Section 5.2(g) and state that there are no known violations of the restrictions within Project Area 3, and record the same against the real property within Project Area 3, which restrictions shall be effective and run with the land for the Term of this Agreement.

5.3 Project Area 3 Plan. During the Term, Developer and the UG agree they shall perform and comply with each and all of the terms and provisions of the Project Area 3 Plan and not suffer or permit any default or breach of any such terms or provisions of the Project Area 3 Plan.

5.4 Maintenance and Use. During the Term, Developer shall cause the Project and all parts thereof, including the Site and all other of its property used or useful in the conduct of its business and operations on the Site, to be maintained, preserved and kept in good repair and working order and in good and safe condition, consistent with industry standards for similarly situated retail developments in the greater metropolitan Kansas City area, and will maintain the improvements necessary for the safe, efficient, and advantageous conduct of its business and operations on the Site; provided, however, that nothing herein shall be construed to impose, nor does anything in this Agreement impose, a continuous operation requirement. Developer may make additions, alterations and changes to the Improvements so long as such additions, alterations and changes are made in compliance with all Applicable Laws and Requirements and the Project Area 3 Plan, and as long as the same do not materially adversely affect Developer's ability to perform its obligations under this Agreement. Developer agrees to set aside on its books commercially reasonable reserves for future maintenance and capital expenditures.

5.5 Compliance. Developer shall conduct its affairs and carry on its business and operations in such a manner as to comply with all Applicable Laws and Requirements, and to observe and conform to all valid orders, regulations or requirements (including, but not limited to, those relating to safety and health) of any Government Authorities applicable to the conduct of its business and operations and the ownership of the Project; provided, however, that nothing contained in this Agreement shall require Developer to comply with, observe and conform to any such law, order, regulation or requirement of any Government Authorities so long as the validity thereof shall be contested by Developer in good faith by appropriate proceedings, and provided that Developer shall have set aside on its books commercially reasonable reserves or secured adequate bonding with respect to such contest and such contest shall not materially impair the ability of Developer to meet its obligations under this Agreement. Developer agrees to promptly pay (or cause to be paid) any and all fees and expenses associated with any safety, health or other inspections required under this Agreement or imposed by Applicable Laws and Requirements, unless contested in good faith with the assurances provided in the preceding sentence.

5.6 Payment of Taxes and Other Charges. Developer and its Affiliates shall pay (or cause to be paid) when due all Real Property Taxes and assessments on the property it owns within the City of Kansas City, Kansas or Wyandotte County. In the event that Developer or its Affiliates shall fail to pay (or cause to be paid) all such applicable Real Property Taxes and assessments after any notice and cure periods set forth in Section 7.1 hereof, the parties understand and agree that, among other things, the UG may temporarily suspend all reimbursements of Certificates of Expenditure during any time that such real estate taxes and assessments on the property owned by the Developer or its Affiliates within the UG remain unpaid. Notwithstanding the foregoing, nothing contained in this Agreement shall prohibit Developer or its Affiliates from contesting the assessed value of the Site (or any portion thereof), or the improvements or the taxes thereon, in good faith by appropriate proceedings; provided, however, that any and all amounts that are contested shall be paid under protest while any such proceedings are pending. The parties further agree that Developer and any other owners of real property within the Site shall promptly notify the UG in writing of a protest of Real Property Taxes or valuation of the Developer's or such other owners' property within the Site.

5.7 Liens and Encumbrances. During the Term, except for a Permitted Mortgage, Developer shall not create or incur or permit to be created or incurred or to exist any mortgage, lien, security interest, charge or encumbrance upon the Project, or any part thereof, and shall promptly cause to be discharged or terminated all mortgages, liens, security interests, charges and encumbrances that are not Permitted Encumbrances or a Permitted Mortgage. For purposes hereof, the term "Permitted Mortgage" shall mean any mortgage placed on the Site or any part thereof by Developer, or other security interested in the Site or this Agreement (or any portion of the foregoing) granted by Developer, in connection with any construction or permanent financing of the Project.

5.8 Licenses and Permits. During the Term, Developer shall procure and maintain all licenses and permits, and allow all inspections and/or investigations, required by Applicable Laws and Requirements or otherwise necessary in the operation of its business and affairs in, on or about the Site; provided, however, that Developer shall not be required to procure or maintain in effect any right, license or accreditation that Developer and the UG shall have determined in good faith and subject to Applicable Laws and Requirements, is not in the best interests of Developer and is no longer necessary in the conduct of its business and that lack of such compliance will not materially impair the ability of Developer to pay or perform its obligations under this Agreement.

5.9 Insurance. During the Term, Developer shall maintain or cause to be maintained insurance with respect to the Project and operations covering such risks that are of an insurable nature and of the character customarily insured against by organizations operating similar properties and engaged in similar operations (including but not limited to property and casualty, worker's compensation, general liability and employee dishonesty) and in such amounts as, in the reasonable judgment of the Developer, are adequate to protect Developer, the UG, and the Project, but in no event in an amount less than that required by the Insurance Specifications attached hereto as **Exhibit H**, and made a part hereof. Each policy or other contract for such insurance shall: (i) name the UG as an additional insured with respect to liability insurance (but only in an amount equal to $100,000), and (ii) contain an agreement by the insurer that, notwithstanding any right of cancellation reserved to such insurer, such policy or contract shall continue in force for at least thirty (30) days after written notice of cancellation to Developer and each other insured, additional insured, loss payee, and mortgage payee named therein. Without limiting the general accuracy of the foregoing, Developer agrees to perform and comply with Section 6.3 of this Agreement.

5.10 Damage, Destruction or Condemnation.

(a) In the event of damage to or destruction of any portion of the Improvements resulting from fire or other casualty during the Term, or in the event any portion of the Improvements is condemned or taken for any public or quasi-public use or title thereto is found to be deficient during the Term, the net proceeds of any insurance relating to such damage or destruction, the net proceeds of such condemnation or taking or the net proceeds of any realization on title insurance shall be paid into, and used in accordance with a construction escrow agreement reasonably satisfactory to the UG, Developer and any Permitted Mortgagee ("Casualty Escrow").

(b) If, at any time during the Term, the Improvements or any part thereof shall be damaged or destroyed by a Casualty (the "Damaged Facilities"), Developer, to the extent insurance proceeds are made available to Developer and to the extent made possible with said proceeds shall proceed as promptly as possible to repair, restore and replace the Damaged Facilities as nearly as possible to their condition immediately prior to the casualty and shall be entitled to draw upon the Casualty Escrow for payment of said costs.

(c) If at any time during the Term, title to the whole or substantially all of the Improvements shall be taken in condemnation proceedings or by right of eminent domain, Developer, at its sole discretion, may terminate this Agreement as of the date of such taking. For purposes of this Section 5.10(c), "substantially all of the Improvements" shall be deemed to have been taken if the UG and Developer, each acting reasonably and in good faith, determine that the untaken portion of the Project, including the Parking Improvements, cannot be practically and economically used by Developer for the purposes and at the times contemplated by this Agreement.

(d) In the event of condemnation of less than the whole or substantially all of the Improvements during the Term, Developer, to the extent made possible by the proceeds in the Casualty Escrow, shall commence and thereafter proceed as promptly as possible to repair, restore and replace the remaining part of the Project, as nearly as possible, to their former condition, and shall be entitled to draw upon the Casualty Escrow for payment of said costs.

5.11 Indemnity. Developer shall, in connection with the Site, pay and indemnify and save the UG and its governing body members, directors, officers, employees and agents harmless from and against all loss, liability, damage or expense arising out of: (a) the acquisition of the Site; (b) the design, construction and completion of the Improvements by Developer; (c) the use or occupation of the Improvements by Developer or anyone acting by, through or under it; (d) damage or injury, actual or claimed, of whatsoever kind or character occurring after the Effective Date, to persons or property occurring or allegedly occurring in, on or about the Site; (e) any breach, default or failure to perform by Developer under this Agreement; (f) any act by an employee of the UG at the Site which is within or under the control of Developer or pursued with the permission of Developer and for the benefit of or on behalf of Developer; and (g) liability for losses, liability, damages or expenses resulting from any claims against the UG challenging the legality or validity of the approval processes of the UG with respect to the Local Sales Tax Dedication. Developer shall also pay and indemnify and save the UG and its governing body members, directors, officers, employees and agents harmless of, from and against, all costs, reasonable counsel fees, expenses and liabilities incurred by them or by Developer in any action or proceeding brought by reason of any such claim, demand, expense, penalty or fine. If any action or proceeding is brought against the UG or its governing board members, directors, officers, employees or agents by reason of any such claim or demand, Developer, upon notice from the UG, covenants to resist and defend such action or proceeding on demand of the UG or its governing body members, directors, officers, employees or agents. Notwithstanding the foregoing, no party benefited by this indemnity shall be indemnified against liability for: (i) damage arising out of bodily injury to persons or damage to property caused by the UG's own willful and malicious acts or omissions or negligence; or (ii) liability for losses, liability, damages or expenses resulting from any claims against the UG challenging the legality or validity of the approval processes of the UG with respect to any zoning, finance, or entitlement approvals, except for the Local Sales Tax Dedication, in connection with the Project, this Agreement, or any of the terms or provisions hereof. The foregoing covenants contained in this Section shall be deemed continuing covenants, representations and warranties for the benefit of the UG and any successors and assigns of the UG, and shall survive the termination, satisfaction or release of this Agreement, or any other instrument. Notwithstanding the foregoing or anything in this Agreement to the contrary, no party benefited by the foregoing indemnity shall be indemnified for, or in relation to, any claims, causes of action, or disputes between the UG (or any of the other aforementioned indemnified parties) and the Developer arising out of or relating to this Agreement.

5.12 Prohibition on Sales, Leasing Permitted, Etc. Except for a Permitted Mortgage and as otherwise provided herein, Developer will not, without the prior written consent of the UG: (a) assign, sell, lease, mortgage or otherwise transfer the Site, the Improvements, or any equipment that comprise the Project or any part thereof or any interest therein; (b) merge with or into another corporation or sell or transfer to another corporation substantially all of its assets; or (c) assign this Agreement. Any such assignment, sale, lease, mortgage, merger or other transfer requiring UG consent and which is consented to by the UG shall be an "Approved Assignment" and the assignee, purchaser, mortgagee or transferee shall be an "Assignee." The UG shall not unreasonably withhold, condition or delay its consent to any of the aforesaid. Notwithstanding the foregoing or anything in this Agreement to the contrary, Developer may, without the need for any consent or approval from the UG: (a) enter into a Permitted Mortgage (including, without limitation, collateral assignment of Developer's rights to receive the UG Contribution, Sales Taxes, TIF Proceeds, CID Sales Tax revenues); (b) assign or transfer all or any portion of this Agreement, of the Project or Improvements, or of the Site to an Affiliate; (c) sell, lease or transfer all or a portion of the Site or the Project following the Substantial Completion of the applicable Improvements thereon; and (d) at any time lease all or portions of the Project or the Site in the ordinary course.

5.13 Utilities. During the Term, all utility and utility services used by Developer in, on or about the Project shall be paid (or caused to be paid) for by Developer, and Developer shall, at no cost to the UG, procure any and all permits, licenses or authorizations necessary in connection therewith.

5.14 Access. During the Term, Developer hereby recognizes, acknowledges and agrees that the UG, and its duly authorized representatives and agents, shall have the right to enter the Project at reasonable times and upon reasonable notice, to substantiate compliance with this Agreement. In exercising its rights hereunder, the UG shall use reasonable efforts to avoid unreasonable interference with the construction and operation of the Project. Except as otherwise provided in this Agreement, the UG shall pay all costs it incurs under this provision. Nothing contained in this Section 5.14 shall limit the UG's powers under Section 5.16 below or otherwise restrict or impede the right of the UG to enter the Project pursuant to any Applicable Laws and Requirements.

5.15 Environmental Matters. Developer hereby agrees that Developer shall assume responsibility for the costs of any remediation of any environmental conditions upon the Site of which Developer is actually aware and that are required to be remediated by Developer pursuant to Applicable Laws and Requirements. Further, Developer shall not store, locate, generate, produce, process, treat, transport, incorporate, discharge, emit, release, deposit or dispose of any Hazardous Substance in, upon, under, over or from the Project in violation of any Environmental Regulations; shall not permit any Hazardous Substance to be stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited, disposed of or to escape therein, thereupon, thereunder, thereover or therefrom in violation of any Environmental Regulations; shall cause all Hazardous Substances of which Developer has actual knowledge to be properly removed therefrom and properly disposed of in accordance with all applicable Environmental Regulations; shall not install or permit to be installed any underground storage tank therein or thereunder in violation of any Environmental Regulations; and shall comply with all other Environmental Regulations which are applicable to the Project. Developer shall indemnify the UG against, shall hold the UG harmless from, and shall reimburse the UG for, any and all claims, demands, judgments, penalties, fines, liabilities, costs, damages and expenses, including court costs and reasonable attorneys' fees incurred by the UG (prior to trial, at trial and on appeal) in any action against or involving the UG, resulting from any breach of the foregoing covenants or from the discovery of any Hazardous Substance, in, upon, under or over, or emanating from, the Project, whether or not Developer is responsible therefor or has actual knowledge thereof, it being the intent of Developer and the UG that the UG shall have no liability or responsibility for damage or injury to human health, the environment or natural resources caused by, for abatement and/or clean-up of, or otherwise with respect to, Hazardous Substances, which arises subsequent to the Effective Date. The foregoing covenants contained in this Section shall be deemed continuing covenants, representations and warranties for the benefit of the UG and any successors and assigns of the UG, and shall survive the termination, satisfaction or release of this Agreement, or any other instrument.

5.16 Power of the UG. Notwithstanding anything set forth herein to the contrary, no provision contained herein shall in any manner diminish or usurp the inherent and lawful rights and powers of the UG to act in its capacity as a public body. Any such provision shall be deemed to be of no force or effect. Further, nothing herein shall relieve Developer from complying with all Applicable Laws and Requirements.

ARTICLE VI.
USE AND OPERATION

6.1 Special Agreements of Developer. During the Term of this Agreement:

(a) Developer shall actively market, advertise, and promote the Project in accordance with industry standards in the Kansas City metropolitan area.

(b) Developer shall actively participate in the civic, charitable, educational, philanthropic and economic development of the Kansas City, Kansas/Wyandotte County community in activities of its choice.

(c) Developer shall use commercially reasonable efforts to provide job opportunities for the "at risk" population or those who are receiving welfare or other government subsidies. Developer shall require annual reports from the businesses operating in the Project regarding their hiring efforts and success of attracting this population into their workforces.

(d) The Argentine Neighborhood Development Association, a Kansas not-for-profit corporation, shall be restricted from receiving any revenue from Developer, the General Contractor, and the Project.

6.2 LBE/MBE/WBE Employment Opportunity Goals. Developer agrees to use is Best Efforts to comply with the goals set forth on **Exhibit I** (as the term "Best Efforts" is defined therein), attached hereto and made a part hereof, in order to identify and provide employment opportunities for local businesses and contractors, women and local minority owned businesses.

6.3 Consultants.

(a) Developer shall cause the following written opinions to be provided to the UG:

(i) Prior to commencement of construction of the Improvements, a written opinion from the project engineer stating that the Improvements' design is structurally sound.

(ii) Prior to commencement of construction of the Improvements, a written opinion from the architect stating that the Improvements' design meets all Applicable Laws and Requirements and that the Project Budget is reasonable.

(iii) After the conclusion of construction of the Improvements, a written opinion that the Improvements were built substantially in accordance with the design referred to in Section 6.3(a)(i) and (ii) above.

ARTICLE VII.
DEFAULT AND REMEDIES

7.1 Default Provisions. Developer shall be in default under this Agreement if:

(a) Developer fails to make any of the payments of money required to be made by Developer to the UG by the terms of this Agreement, and Developer fails to cure or remedy the same within twenty (20) days after the UG has given Developer written notice specifying such default; or

(b) Developer fails to keep or perform any covenant or obligation herein contained on Developer's part to be kept or performed, and Developer fails to remedy the same within sixty (60) days after the UG has given Developer written notice specifying such failure and requesting that it be remedied; provided, however, that if any event of default shall be such that it cannot be corrected within such period, it shall not constitute an event of default if corrective action is instituted by Developer within such period and diligently pursued until the default is corrected; or

(c) Developer shall assign or transfer the Project and/or this Agreement in violation of the terms and conditions set forth in Article V; or

(d) Developer or any of its Affiliates shall file a voluntary petition under any bankruptcy law or an involuntary petition under any bankruptcy law is filed against Developer or any of its Affiliates in a court having jurisdiction and said petition is not dismissed within sixty (60) days; or Developer or any of its Affiliates generally is not paying its debts as such debts become due; or Developer or any of its Affiliates makes an assignment for the benefit of its creditors; or a custodian, trustee or receiver is appointed or retained to take charge of and manage any substantial part of the assets of Developer or any of its Affiliates and such appointment is not dismissed within sixty (60) days; or any execution or attachment shall issue against Developer whereupon the Project, or any part thereof, or any interest therein of Developer under this Agreement shall be taken and the same is not released prior to judicial sale thereunder (each of the events described in this subparagraph being deemed a default under the provisions of this Agreement); or

(e) Developer materially breaches the representations and warranties set forth in this Agreement and fails to cure or correct same within thirty (30) days of notice from the UG.

7.2 Rights and Remedies. The rights and remedies reserved by the UG hereunder and those provided by law shall be construed as cumulative and continuing rights, no one of which shall be exhausted by the exercise of any one or more of such rights or remedies on any one or more occasions. Whenever any default by Developer shall have occurred and be continuing, subject to applicable cure periods as set forth above, the UG may: (i) refuse to approve any further Certificates of Expenditures and make any further disbursements of the UG Contribution, Sales Taxes, TIF Proceeds, and/or CID Sales Tax Proceeds and, notwithstanding anything to the contrary herein, during such time as Developer remains in default, the UG shall apply any available Sales Taxes, TIF Proceeds and CID Sales Tax Proceeds to reimburse the UG Contribution until such default is cured by the Developer; (ii) terminate the Amended TIF District as to Project Area 3; (iii) terminate the Project Area 3 CID; (iv) terminate this Agreement; and/or (v) any other rights or remedies available to the UG at law or equity. Without limiting the generality of the foregoing, the UG shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceedings in equity; provided, however, that under no circumstances shall Developer be liable for any punitive, remote or consequential damages including, without limitation, lost tax revenues. Failure by the UG to enforce any such rights shall not be deemed a waiver thereof.

(a) Intentionally Omitted.

(b) Enforcement. In the event of any default by Developer hereunder, except as expressly provided otherwise in this Agreement, the UG may take such actions, or pursue such remedies, as exist hereunder, or at law or in equity; and if the UG is the prevailing party in an action to enforce its remedies hereunder, the UG shall be entitled to reasonable costs and charges, including attorneys' fees, lawfully and reasonably incurred by or on behalf of the UG in connection with the enforcement of such actions or remedies.

7.3 Default by the UG. The UG shall be in default under this Agreement if the UG fails to keep or perform any covenant or obligation herein contained on the UG's part to be kept or performed, and the UG fails to remedy the same within thirty (30) days after Developer has given the UG written notice specifying such failure and requesting that it be remedied; provided, however, that if any event of default shall be such that it cannot be corrected within such period, it shall not constitute an event of default if corrective action is instituted by the UG within such period and diligently pursued until the default is corrected. If a default by the UG occurs under this Agreement and is continuing, Developer may take whatever action at law or in equity as may appear necessary or desirable, in Developer’s discretion, to enforce performance and observance by the UG of any provision of this Agreement; provided, however, that the UG's liability for monetary amounts shall be limited to the actual amount, if any, in question, and under no circumstances shall the UG be liable for any punitive, remote or consequential damages. Developer shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceedings in equity. In the event of such default, Developer may take such actions, or pursue such remedies, as exist hereunder or at law or in equity. The rights and remedies reserved by the Developer hereunder and those provided by law shall be construed as cumulative and continuing rights, no one of which shall be exhausted by the exercise of any one or more of such rights or remedies on any one or more occasions.

ARTICLE VIII.
MISCELLANEOUS

8.1 Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the non-defaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults which were in existence at the time such payment or payments or performance were accepted by it.

8.2 Force Majeure. In the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, strikes, lockouts, failure of power or other insufficient utility service, riots, insurrection, environmental remediation required by the appropriate Government Authorities, discovery of cultural, archeological or paleontological resources or endangered species, any lawsuit seeking to restrain, enjoin, challenge or delay construction, war, terrorism, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement ("Force Majeure"), then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section 8.2 shall not be applicable to delays resulting from the inability of a party to obtain financing or to proceed with its obligations under this Agreement because of a lack of funds.

8.3 Covenants of Parties.

(a) Representations and Warranties of Developer. Developer represents and warrants to the UG as follows:

(i) Organization. Developer is a Kansas not-for-profit corporation, duly formed and validly existing under the laws of the State of Kansas. Developer is duly authorized to conduct business in each other jurisdiction in which the nature of its properties or its activities requires such authorization. Developer shall (1) preserve and keep in full force and effect its corporate or other separate legal existence and (2) remain qualified to do business and conduct its affairs in the State and each jurisdiction where ownership of its property or the conduct of its business or affairs requires such qualification.

(ii) Authority. The execution, delivery and performance by Developer of this Agreement are within such party's powers and have been duly authorized by all necessary action of such party.

(iii) No Conflicts. Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions herein or therein contemplated, nor compliance with the terms and provisions hereof or thereof, will, to Developer's actual knowledge, contravene the organizational documents of Developer or any provision of law, statute, rule or regulation to which Developer is subject, or to any judgment, decree, license, order or permit applicable to Developer, or will conflict or be inconsistent with, or will result in any breach of any of the terms of the covenants, conditions or provisions of any indenture, mortgage, deed of trust, agreement or other instrument to which Developer is a party, by which Developer is bound, or to which Developer is subject.

(iv) No Consents. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Government Authorities or regulatory body or third party is required for the due execution and delivery by Developer of this Agreement. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Government Authorities or regulatory body or third party is required for the performance by Developer of this Agreement or the consummation of the transactions contemplated hereby except for zoning, building and other customary permits to be obtained from the UG or other governmental units, or as otherwise provided herein.

(v) Valid and Binding Obligation. This Agreement is the legal, valid and binding obligation of Developer, enforceable against Developer in accordance with the terms hereof.

(b) Representations and Warranties of the UG.

(i) Authority. The execution, delivery and performance by the UG of this Agreement are within its powers and have been duly authorized by all necessary action.

(ii) No Conflicts. Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions herein or therein contemplated, nor compliance with the terms and provisions hereof or thereof, will contravene the ordinances, rules, regulations of the UG or the laws of the State nor result in a breach, conflict with or be inconsistent with any terms, covenants, conditions or provisions of any indenture, agreement or other instrument by which the UG is bound or to which the UG is subject.

(iii) No Consents. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Government Authorities or regulatory body or third party is required for the due execution and delivery by the UG of this Agreement. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Government Authorities or regulatory body or third party is required for the performance by the UG of this Agreement or the consummation of the transactions contemplated hereby.

(iv) Valid and Binding Obligation. This Agreement is the legal, valid and binding obligation of the UG enforceable against the UG in accordance with its terms.

8.4 Amendments. This Agreement may be amended, changed or modified only by a written agreement duly executed by the UG and Developer.

8.5 Construction and Enforcement. This Agreement shall be construed and enforced in accordance with the laws of the State.

8.6 Invalidity of Any Provisions. If for any reason any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

8.7 Headings. The Article and Section headings shall not be treated as a part of this Agreement or as affecting the true meaning of the provisions hereof.

8.8 Execution of Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Hand signatures transmitted by electronic mail in portable document format (PDF) or similar format are also permitted as binding signatures to this Agreement.

8.9 Time. Time is of the essence in this Agreement.

8.10 Consents and Approvals. Wherever in this Agreement it is provided that the UG or Developer shall, may or must give its approval or consent, the UG or Developer shall not, unless specifically herein provided otherwise, unreasonably withhold, condition, delay or refuse to give such approvals or consents. It is agreed, however, that the sole right and remedy for Developer or the UG in any action concerning the other's reasonableness will be action for declaratory judgment and/or specific performance, and in no event shall either such party be entitled to claim damages of any type or nature in any such action. Where consent or approval of the UG is required in this Agreement, the parties understand and agree that the County Administrator may approve or consent to logistical and/or administrative matters that are related to effectuating the terms and conditions of this Agreement as currently contemplated herein, but (except as otherwise provided in this Agreement) any other consents or approvals which materially affect the nature, substance or policy objectives of this Agreement, or result in any Material Change in the agreements hereunder, shall be granted or withheld by the UG's governing body.

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

To the UG:

The Unified Government Clerk
The Unified Government of Wyandotte County/Kansas City, Kansas
701 North 7th Street, Suite 323
Kansas City, Kansas 66101
Telephone: 913-573-5260
Facsimile: 913-573-5299

with a copy to:

Kenneth J. Moore, Esq.
Chief Counsel
The Unified Government of Wyandotte County/Kansas City, Kansas
701 North 7th Street, Suite 961
Kansas City, Kansas 66101
Telephone: 913-573-5060
Email: bcobbins@wycokck.org

and a copy to:

Douglas G. Bach
County Administrator
The Unified Government of Wyandotte County/Kansas City, Kansas
701 North 7th Street, 9th Floor
Kansas City, Kansas 66101
Telephone: 913-573-5030
Email: kjmoore@wycokck.org

and a copy to:

Todd A. LaSala, Esq.
Stinson Leonard Street LLP
1201 Walnut Street, Suite 2900
Kansas City, Missouri 64106
Telephone: 816-842-8600
Email: todd.lasala@stinson.com

To Developer:

Argentine Betterment Corporation
Attn: Micah King
P.O. Box 6613
Kansas City, Kansas 66106
Telephone: (816) 529-2742
Email: micahdking@gmail.com

With a copy to:

Korb Maxwell, Esq.
Polsinelli, PC
900 West 48th Place, Suite 900
Kansas City, Missouri 64112
Telephone: (816) 360-4327
Email: kmaxwell@polsinelli.com

or at such other addresses as the parties may indicate in writing to the other in accordance with the provisions of this Section 8.11. Mailed notices shall be deemed effective on the third day after mailing; notices given by nationally recognized overnight delivery service, or by electronic mail (and followed up by regular United States mail or nationally recognized overnight delivery service) shall be deemed duly given upon the earlier of confirmation of receipt or one (1) business day after deposited with the United States mail or nationally recognized overnight delivery service; all other notices shall be effective when delivered.

8.12 Real Estate Commissions. Each party hereby agrees to indemnify and hold harmless the other from and against: (i) any and all, losses, liens, claims, judgments, liabilities, reasonable costs, expenses or damages (including reasonable attorneys' fees and court costs) of any kind or character arising out of or resulting from any duty or responsibility to pay any commission or make any other payment by either Developer or the UG; or (ii) arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by Developer or on its behalf, or by the UG or on its behalf, with any other broker, agent or finder in connection with this Agreement or the transactions contemplated hereby. Notwithstanding anything to the contrary contained herein, this Section shall survive any termination of this Agreement.

8.13 Entire Agreement. Together with the Exhibits hereto, this Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes and replaces all prior oral or written agreements concerning the subject matter hereof.

8.14 Run with the Land. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, and shall run with the land, until the expiration of the Term or the earlier termination of this Agreement in accordance with the terms and provisions hereof. However, Developer shall remain liable in the event of a violation of any of the terms or restrictions set forth in Section 5.11 and 5.15 hereof. Within thirty (30) days of the Effective Date, the parties shall record a memorandum describing this Agreement in the Office of the Register of Deeds of Wyandotte County, Kansas (the "Register of Deeds") and, following the expiration or earlier termination of this Agreement, each party hereby agrees to, promptly upon a request by the other, execute and record a written release of said memorandum with the Register of Deeds, which obligation to execute and record such release shall survive the termination of this Agreement.

8.15 Intentionally Omitted.

8.16 Incorporation of Exhibits. The Exhibits attached hereto and incorporated herein by reference are a part of this Agreement to the same extent as if fully set forth herein.

8.17 Tax Implications. Developer acknowledges and represents that (a) neither the UG nor any of its officials, employees, consultants, attorneys or other agents has provided to Developer any advice regarding the federal or state income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (b) Developer is relying solely upon its own tax advisors in this regard.

8.18 Electronic Storage. The parties agree that the transactions described herein may be conducted and related documents may be received, sent or stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

8.19 Cash Basis and Budget Laws. The right of the UG to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. §§ 10-1100 *et seq.*), the Budget Law (K.S.A. § 79-2935 *et seq.*), and other laws of the State of Kansas. This Agreement shall be construed and interpreted in such a manner as to ensure the UG shall at all times remain in conformity with such laws.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the Effective Date.

UG:

THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By:____
David Alvey, Mayor/CEO

STATE OF KANSAS)
) SS.
COUNTY OF WYANDOTTE)

This instrument was acknowledged before me on ______________________, 2018, by David Alvey as Mayor/CEO of the Unified Government of Wyandotte County/ Kansas City, Kansas.

____
Printed Name:___________________________
Notary Public in and for said State
Commissioned in __________________ County

My Commission Expires:

____

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the Effective Date.

DEVELOPER:

ARGENTINE BETTERMENT CORPORATION

By:_________________________________
Name:_______________________________
Title:________________________________

STATE OF KANSAS)
) SS.
COUNTY OF WYANDOTTE)

This instrument was acknowledged before me on ______________________, 2018, by ______________________ as ______________________ of the Argentine Betterment Corporation.

____
Printed Name:__________________________
Notary Public in and for said State
Commissioned in _________________ County

My Commission Expires:

____

ANNEX OF DEFINITIONS

The following terms have the following meanings:

"Affiliate" means any person, entity or group of persons or entities which controls Developer, which Developer controls or which is under common control with Developer. As used herein, the term "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management and policies, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" means this Redevelopment Agreement for Project Area 3 of the Metropolitan Avenue Redevelopment District by and between the UG and Developer, as the same may be amended from time to time in accordance with the terms and conditions hereof.

"Amended TIF District" means the Original TIF District as amended by the UG on June 15, 2017, pursuant to the TIF Act and Ordinance No. O-_____-17, to add certain real property for Project Area 3, and which is legally described on **Exhibit C-1** attached hereto and generally depicted on **Exhibit C-2** attached hereto.

"Applicable Laws and Requirements" shall mean any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by government authorities, and all requirements of any insurers. Applicable Laws and Requirements shall include, without limitation, the Project Area 3 Plan, the CID Act, the TIF Act, the Kansas Cash Basis Law (K.S.A. § 10-1100 *et seq.*) and Budget Law (K.S.A. § 75-2935 *et seq.*).

"Approved Assignment" means any assignment, sale, lease, mortgage, merger or other transfer requiring UG consent, and which is consented to by the UG, pursuant to Section 5.12.

"Assignee" means the assignee, purchaser, lessee, mortgagee, or transferee of an Approved Assignment pursuant to Section 5.12.

"Casualty Escrow" means the escrow established in accordance with Section 5.10.

"CID" means a community improvement district established pursuant to the CID Act.

"CID Act" means the Kansas Community Improvement District Act, K.S.A. § 12-6a26 *et seq.*, as amended.

"CID Administrative Fee" means an amount equal to one percent (1%) of the Project Area 3 CID Sales Tax paid by Developer to the UG as set forth in Section 3.5(e).

"CID Collection Period" means the period of time in which Project Area 3 CID Sales Tax shall be imposed and collected within the Project Area 3 CID as set forth in Section 3.5(c)(i).

"CID Eligible Expenses" means those Project Costs identified by Developer to be reimbursed with CID Sales Tax Proceeds estimates for which are as described in **Exhibit E** attached hereto.

"CID Sales Tax" means that certain one percent (1%) sales tax imposed within the Project Area 3 CID as described in Section 3.5(a).

"CID Sales Tax Proceeds" means the proceeds from the CID Sales Tax, less the CID Administrative Fee.

"Closing" means the date on which Developer shall close on the acquisition of all of the Site, including: (i) the WCLB Property and (ii) the KDOT Property, as set forth in Section 2.1(e).

"Commence Construction" or "Commencement of Construction" means the issuance of building permits for the Improvements and Developer's undertaking of a continuous program of construction for such Improvements, as described in Section 2.1(d).

"Commencement Date" means that certain date one-hundred eighty (180) days following Developer's acquisition of the Site and receipt of all final approvals and permits required by all Government Authorities for the Project, as described in Section 4.9.

"Completion Date" means that certain date twenty-four (24) months following the date of commencement of construction of the Improvements as described in Section 4.9 of this Agreement.

"Construction Documents" means those documents respecting the design, development, construction, equipping and completion of the Improvements pursuant to the terms of Section 4.3.

"Damaged Facilities" means the Project or any part thereof being damaged or destroyed by a casualty as described in Section 5.10(b).

"Deed" or "Deeds" means one or more quitclaim deeds by which the UG conveys the WCLB Property and the KDOT Property to Developer, as described in Section 2.1(b).

"Developer" means Argentine Betterment Corporation, a Kansas not-for-profit corporation.

"Development Plan" means the final development plan approval for the Project, as the same may be approved, and as may be amended or modified from time to time, in accordance with Applicable Laws and Requirements, as set forth in Section 2.2.

"DOR" means the Kansas Department of Revenue.

"Drop Dead Date" means the date by which the Closing must occur, or either party shall have the right to terminate this Agreement, as described in Section 2.1(e).

"Effective Date" means __________, 2018.,

"Environmental Regulations" means any and all present and future laws, statutes, ordinances, rules, regulations and orders of any governmental authority having jurisdiction over the parties hereto or any portion of the Site or the Site and pertaining to the protection of human health, hazardous substances, pollution, or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, and as the same may be further amended from time to time (hereinafter collectively called "CERCLA").

"Ferguson" means Ferguson Properties, Inc., a Missouri corporation, a consultant of Developer, as described in Section 2.1.

"Force Majeure" is defined in Section 8.2.

"GAAP" means generally accepted accounting principles.

"General Contractor" means the contractor selected pursuant to Section 4.3.

"Government Authorities" shall mean any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any nature whatsoever of any governmental unit (federal, state, county, district, municipality, city or otherwise), whether now or hereafter in existence.

"Government Parties" means the UG, the WCLB, and KDOT, and their agents, officers, contractors and employees, as described in Section 2.1(c).

"Improvements" means the buildings, parking facilities and other improvements comprising the Project as set forth in Section 2.2, including landscaping, infrastructure and other improvements to the Site described in Section 2.2, to the extent required by the Development Plan.

"Incremental Real Property Taxes" means the amount of Real Property Taxes collected within Project Area 3 of the Amended TIF District that is in excess of the amount of Real Property Taxes collected from the assessed valuation of Project Area 3 of the Amended TIF District as of November 17, 2011 (i.e., the assessed value on the date when the Original TIF District was established which, with respect to Project Area 3 of the Amended TIF District, is $0.00).

"Investigations" means the Developer's inspections of the WCLB Property and the KDOT Property, including the right to non-invasive testing of same, as described in Section 2.1(c).

"KDOT" means the Kansas Department of Transportation.

"KDOT Property" means the portion of the Site that is currently owned by KDOT, as described in Section 2.1.

"Landscape Plan" means the plan for landscaping of the Project as described in Section 4.2(b) and to be attached **Exhibit G**.

"Local Sales Tax Dedication" means the dedication by the UG to the Developer and the Project of Sales Taxes pursuant to the home rule authority of the UG under Article 12, Section 5 of the Constitution of the State of Kansas, as set forth in Section 3.3(a).

"Local Sales Tax Eligible Expenses" means Project Costs not otherwise reimbursed with the UG Contribution, TIF Proceeds or CID Sales Tax Proceeds as set forth in Section 3.3(c).

"Material Change" means any substantial change to any agreement, plan or other document referred to herein if such change requires changes to permits or approvals already secured by Developer.

"Option Agreement" means that certain Option Agreement for Purchase of Real Property dated December 12, 2014 between the UG and KDOT, as described in Section 2.1.

"Original TIF District" means the Metropolitan Avenue Redevelopment District established by the UG on November 11, 2011, pursuant to the TIF Act and Ordinance No. O-51-11, as legally described on **Exhibit A-1** attached hereto and generally depicted on **Exhibit A-2** attached hereto.

"Parking Improvements" means any parking improvements provided for in Section 2.2(b).

"Pay-As-You-Go CID Financing" means a method of financing pursuant to K.S.A. § 12-6a34, in which the costs of the Improvements are financed without notes or bonds, and the costs are reimbursed as CID Proceeds are deposited in the Project Area 3 CID Fund as set forth in Section 3.5(c) hereof.

"Pay-As-You-Go Reimbursement of Sales Taxes" means a method of financing in which the costs of the Improvements are financed without notes or bonds, and the costs are reimbursed as Sales Taxes are deposited in the Project Area 3 Local Sales Taxes Fund.

"Pay-As-You-Go TIF Financing" means a method of financing in which the costs of the Improvements are financed without notes or bonds, and the costs are reimbursed as TIF Proceeds are deposited in the Project Area 3 TIF Revenue Fund as set forth in Section 3.4(c) hereof.

"Permitted Encumbrances" means any liens, restrictions, claims, easements, rights-of-way, encroachments, reservations, or other matters or encumbrances affecting the Site, which are acceptable to Developer in its sole discretion.

"Permitted Mortgage" means any mortgage placed on the Site or any part thereof by Developer, or other security interest in the Site or this Agreement (or any portion of the foregoing) granted by Developer, in connection with any construction or permanent financing of the Project as described in Section 5.7.

"Permitted Mortgagee" means the holder of the Permitted Mortgage.

"Permitted Uses" means those uses generally described in Section 5.2(a).

"Plans and Specifications" means those plans and specifications generally described in Section 4.2.

"Project" means acquisition of the Site (excluding right-of-way), grading, site work and infrastructure improvements to the Site to bring all or a portion of the Site into a pad-ready condition, the construction of an approximately 4,000 square foot dual-flag restaurant on the Site, and all other work and improvements related thereto, all as more particularly set forth in Section 2.2, with the precise scope and nature of the Project to be defined by the Development Plan.

"Project Budget" means the budget attached hereto as **Exhibit E**.

"Project Costs" means the costs of acquiring the Site (excluding right-of-way), and constructing, developing and completing the Improvements thereon, estimates for which costs are more particularly set forth in **Exhibit E** hereof, plus interest, at the lesser of 6.50% or the actual rate paid by Developer, accrued on borrowed money from an arms-length institutional lender.

"Project Area 1 CID" means the CID established by the UG on February 27, 2012 for Project Area 1 of the Original TIF District pursuant to the CID Act and Ordinance No. O-25-12.

"Project Area 3 CID" means the CID established by the UG on __________, 2018 for Project Area 3 of the Amended TIF District pursuant to the CID Act and Ordinance No. O-_____-18.

"Project Area 3 CID Sales Tax Fund" means a separate account established by the UG for collection of the Project Area 3 CID Sales Tax Proceeds as described in Section 3.5(b).

"Project Area 3 Local Sales Taxes Fund" means a separate account established by the UG for collection of the Project Area 3 Sales Taxes as described in Section 3.3(c).

"Project Area 3 Plan" means the Redevelopment Project Plan for Project Area 3 of the Amended TIF District, attached hereto as **Exhibit D**.

"Project Area 3 TIF Revenue Fund" means a separate account established by the UG for collection of the TIF Revenues as described in Section 3.4(b).

"Public Financing" means, collectively, the Local Sales Tax Dedication for Pay-As-You-Go Reimbursement of Sales Taxes, TIF Proceeds available for Pay-As-You-Go TIF Financing, and CID Sales Tax Proceeds available for Pay-As-You-Go CID Financing. The term Public Financing, as used in this Agreement, specifically excludes the UG Contribution.

"Public Financing Cap" means the limitation on the amount of Sales Taxes, TIF Proceeds, and CID Sales Tax Proceeds available to Developer for reimbursement of Project Costs, excluding any development fee, legal expenses and real estate commissions. The Public Financing Cap is (a) the lesser of the actual amount of Project Costs incurred to construct the Project (less any developer fee, legal fees and real estate commissions) certified pursuant to Section 3.8 or Two Million and No/100 Dollars ($2,000,000.00), plus (b) Developer's interest, at the lesser of 6.50% or the actual rate paid by Developer, accrued on borrowed money from an arms-length institutional lender, as described in Section 3.6.

"Public Financing Shortfall" means a shortfall in Public Financing for the Project as described in Section 3.10.

"Purchase Price" means the Fifteen Thousand Dollars ($15,000.00) to be paid by Developer to the UG at Closing for the WCLB Property and the KDOT Property, as described in Section 2.1(b).

"Real Property Taxes" means all taxes levied on an ad valorem basis upon the real property and Improvements located within Project Area 3.

"Reversionary Interest" means the right of reversion in favor of the UG pertaining to the WCLB Property and the KDOT Property in the event that Developer fails to meet the conditions set forth in Section 2.1(d), which Reversionary Interest shall automatically be released immediately upon the Substantial Completion of the Project.

"Reversionary Interest Notice" means the written notice of default provided by the UG to Developer in order to exercise the Reversionary Interest, as described in Section 2.1(d).

"Site" or "Project Area 3" means that certain real property which is located in Kansas City, Kansas on which Developer is to design, construct, and complete the Project, and the legal description for which is attached hereto as **Exhibit B**.

"Sales Taxes" means the local sales and use taxes received by the UG, which are imposed pursuant to K.S.A. 12-187 *et seq.*, limited to the 1% general sales tax of the current City of Kansas City sales tax rate of 1.625% (excluding the 0.25% UG EMS sales tax and the 0.375% UG public safety and neighborhood infrastructure tax), plus the UG's share of the current Wyandotte County 1% sales tax, which is currently 93.84%.

"Sales Taxes Administrative Fee" means an amount equal to one percent (1.0%) of the Sales Taxes deposited into the Project Area 3 Local Sales Taxes Fund hereunder from time to time during the Term, as described in Section 3.3(e).

"State" means the State of Kansas.

"Substantial Completion" means the stage in the progress of the construction of improvements, or as to any particular portion thereof, when said construction is sufficiently complete so that the improvements or such particular portion can be occupied or utilized for its intended use, as evidenced by the receipt of a temporary certificate of occupancy.

"Term" means that certain period from the Effective Date through that date on which this Agreement expires or is earlier terminated pursuant to its terms and provisions as set forth in Section 5.1 hereof.

"TIF" means tax increment financing in accordance with K.S.A. 12-1770 *et seq.*, as amended from time to time.

"TIF Act" means the Kansas Tax Increment Financing Act, K.S.A. § 12-1770 *et seq.*, as amended.

"TIF Administrative Fee" means an amount equal to one percent (1%) of the TIF Revenues deposited into the Project Area 3 TIF Revenue Fund hereunder from time to time during the Term.

"TIF Collection Period" means the period that commences on the date of approval of the Project Area 3 Plan and concluding upon that date which is the earlier of the following: (i) the date that Developer has been reimbursed for all TIF Eligible Expense by Pay-As-You-Go TIF Financing and the UG has been reimbursed in full for the UG Contribution, or (ii) the date that the UG receives in the Project Area 3 TIF Revenue Fund and disburses as required by this Agreement the final tax payment that relates to the period of time that is twenty (20) years from the date that the Project Area 3 Plan was approved for the Amended TIF District, as set forth in Section 3.4(c)(i) hereof.

"TIF Eligible Expenses" means those Project Costs identified by Developer to be reimbursed from TIF Proceeds estimates for which are as described in **Exhibit E** attached hereto.

"TIF Proceeds" means the proceeds from the TIF Revenues, less the TIF Administrative Fee.

"TIF Revenues" means the Incremental Real Property Taxes.

"UG" means the Unified Government of Wyandotte County/Kansas City, Kansas.

"UG Contribution" means the Four Hundred Thousand and No/Dollars ($400,000.00) contributed by the UG from the UG Contribution Fund to Developer for Project Costs, which, after Developer has received an amount equal to the Public Financing Cap from TIF Proceeds, Sales Taxes and CID Sales Tax Proceeds, shall be repaid to the UG to the extent of (and subject to) available remaining Public Financing, as set forth in Section 3.2.

"UG Contribution Fund" means a separate account established by the UG for deposit of the UG Contribution as described in Section 3.2.

"WCLB" means the Wyandotte County Land Bank, as described in Section 2.1.

"<u>WCLB Property</u>" means the portion of the Site that is owned by the UG by and through the WCLB, as described in Section 2.1.

INDEX OF EXHIBITS

EXHIBIT A-1

ORIGINAL TIF DISTRICT – LEGAL DESCRIPTION

Lot 1, ARGENTINE INDUSTRIAL PARK, a subdivision of land in the City of Kansas City, County of Wyandotte, State of Kansas;

And

Lots 1, 2 and 3, and Tract A, HODG SUBDIVISION, a replat of Lot 2, Argentine Industrial Park, a subdivision of land in the City of Kansas City, County of Wyandotte, State of Kansas;

And

Any and all right-of-way adjacent thereto.

Legal Descriptions by Project Area:

Project Area 1
Lots 1, 2 and 3, and Tract A, HODG SUBDIVISION, a replat of Lot 2, Argentine Industrial Park, a subdivision of land in the City of Kansas City, County of Wyandotte, State of Kansas, and any and all right-of-way adjacent thereto.

Project Area 2
Lot 1, ARGENTINE INDUSTRIAL PARK, a subdivision of land in the City of Kansas City, County of Wyandotte, State of Kansas, and any and all right-of-way adjacent thereto.

EXHIBIT A-2

ORIGINAL TIF DISTRICT - PROJECT AREAS MAP

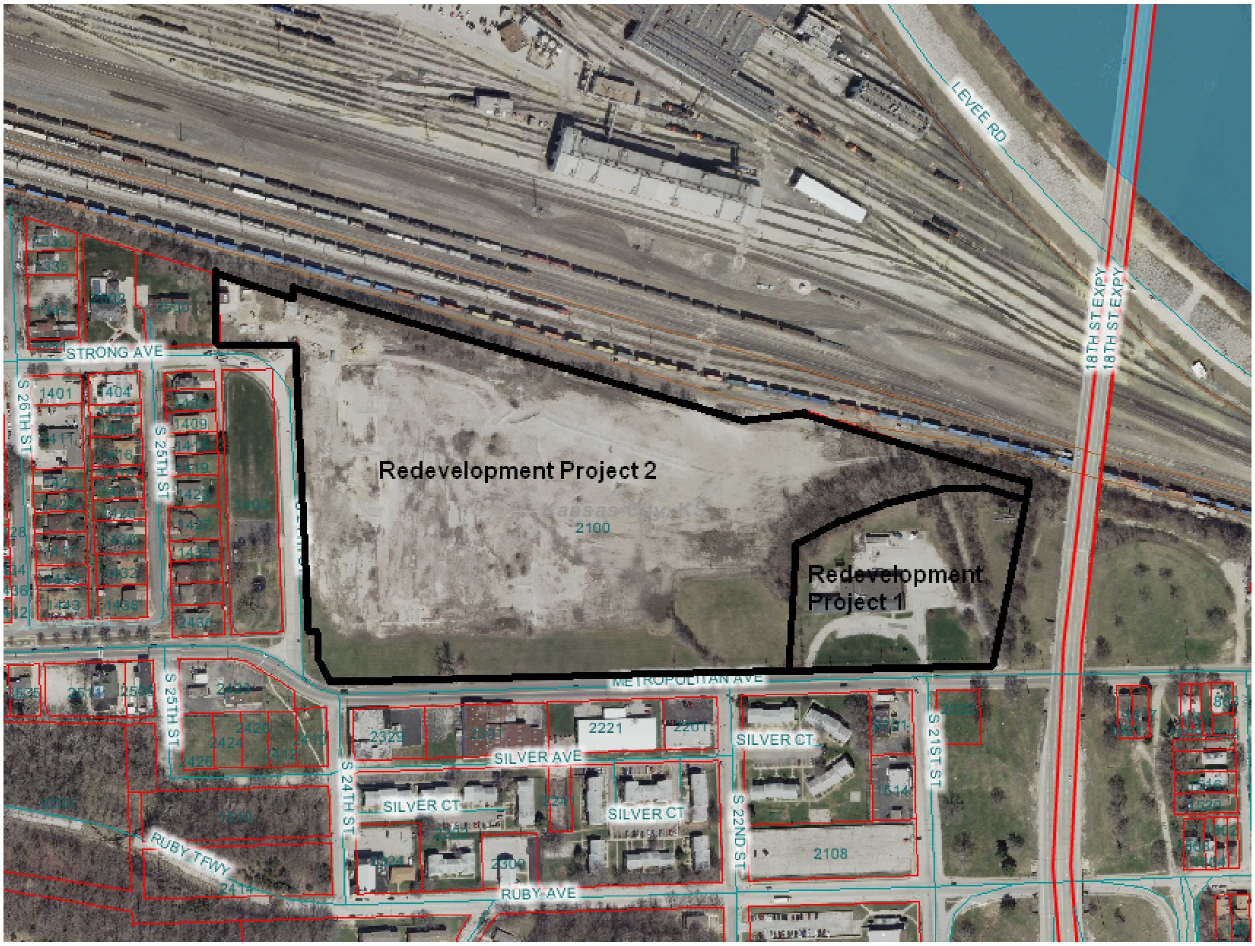

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EXHIBIT B

THE SITE – LEGAL DESCRIPTION

All of Block 24, Ewing's Addition to Argentine, Kansas, now in and a part of Kansas City, Kansas, situated in the Northeast Quarter of Section 29, Township 11 South, Range 25 East of the 6th P.M., Wyandotte County, Kansas, lying West of a line located 100.00 feet West of and parallel with the centerline of the 18th Street Expressway as depicted on Kansas Turnpike Authority plans for the 18th Street Expressway Project 2 and described as follows: BEGINNING at the Northwest corner of said Block 24; FIRST COURSE, thence South 00 degree 00 minutes 00 seconds West, 432.00 feet along the West line of said Block to the Southwest corner of said Block; SECOND COURSE, thence North 89 degrees 51 minutes 00 seconds East, 180.93 feet along the South line of said Block to a point 100.00 feet (measured radially) West of the centerline of said 18th Street Expressway; THIRD COURSE, thence Northeasterly on a curve located 100.00 feet West of and parallel with said centerline, said curve having a radius of 5729.58 feet to the right, an arc distance of 432.89 feet with a chord which bears North 03 degrees 18 minutes 09 seconds East, 432.78 feet to a point on the North line of said Block that is located 100.00 feet (measured radially) West of said centerline; FOURTH COURSE, thence South 89 degrees 51 minutes 00 seconds West, 205.87 feet along the North line of said Block to the POINT OF BEGINNING;

and

All of the South Sixty feet (S60') of Lot One (1), AND the South Forty-three feet (S43') of Lot Two (2), in Block Twenty-four (24), Ewings Addition to Argentine, now in and a part of Kansas City, Wyandotte County, Kansas;

and

Lots Three (3) and Four (4), Block Twenty-four (24), Ewings Addition to Argentine, now in and a part of Kansas City, Wyandotte County, Kansas;

and

The North Sixty feet (N60') of Lot One (1), AND the North Seventy-seven feet (N77') of Lot Two (2) in Block Twenty-four (24) in Ewings Addition, now and part of Kansas City, Wyandotte County, Kansas;

and

Any and all right-of-way adjacent thereto.

EXHIBIT C-1

AMENDED TIF DISTRICT – LEGAL DESCRIPTION

Lot 1, ARGENTINE INDUSTRIAL PARK, a subdivision of land in the City of Kansas City, County of Wyandotte, State of Kansas;

and

Lots 1, 2 and 3, and Tract A, HODG SUBDIVISION, a replat of Lot 2, Argentine Industrial Park, a subdivision of land in the City of Kansas City, County of Wyandotte, State of Kansas;

and

All of Block 24, Ewing's Addition to Argentine, Kansas, now in and a part of Kansas City, Kansas, situated in the Northeast Quarter of Section 29, Township 11 South, Range 25 East of the 6th P.M., Wyandotte County, Kansas, lying West of a line located 100.00 feet West of and parallel with the centerline of the 18th Street Expressway as depicted on Kansas Turnpike Authority plans for the 18th Street Expressway Project 2 and described as follows: BEGINNING at the Northwest corner of said Block 24; FIRST COURSE, thence South 00 degree 00 minutes 00 seconds West, 432.00 feet along the West line of said Block to the Southwest corner of said Block; SECOND COURSE, thence North 89 degrees 51 minutes 00 seconds East, 180.93 feet along the South line of said Block to a point 100.00 feet (measured radially) West of the centerline of said 18th Street Expressway; THIRD COURSE, thence Northeasterly on a curve located 100.00 feet West of and parallel with said centerline, said curve having a radius of 5729.58 feet to the right, an arc distance of 432.89 feet with a chord which bears North 03 degrees 18 minutes 09 seconds East, 432.78 feet to a point on the North line of said Block that is located 100.00 feet (measured radially) West of said centerline; FOURTH COURSE, thence South 89 degrees 51 minutes 00 seconds West, 205.87 feet along the North line of said Block to the POINT OF BEGINNING;

and

All of the South Sixty feet (S60') of Lot One (1), AND the South Forty-three feet (S43') of Lot Two (2), in Block Twenty-four (24), Ewings Addition to Argentine, now in and a part of Kansas City, Wyandotte County, Kansas;

and

Lots Three (3) and Four (4), Block Twenty-four (24), Ewings Addition to Argentine, now in and a part of Kansas City, Wyandotte County, Kansas;

and

The North Sixty feet (N60') of Lot One (1), AND the North Seventy-seven feet (N77') of Lot Two (2) in Block Twenty-four (24) in Ewings Addition, now and part of Kansas City, Wyandotte County, Kansas;

and

Any and all right-of-way adjacent thereto.

EXHIBIT C-2

<u>AMENDED TIF DISTRICT – MAP</u>

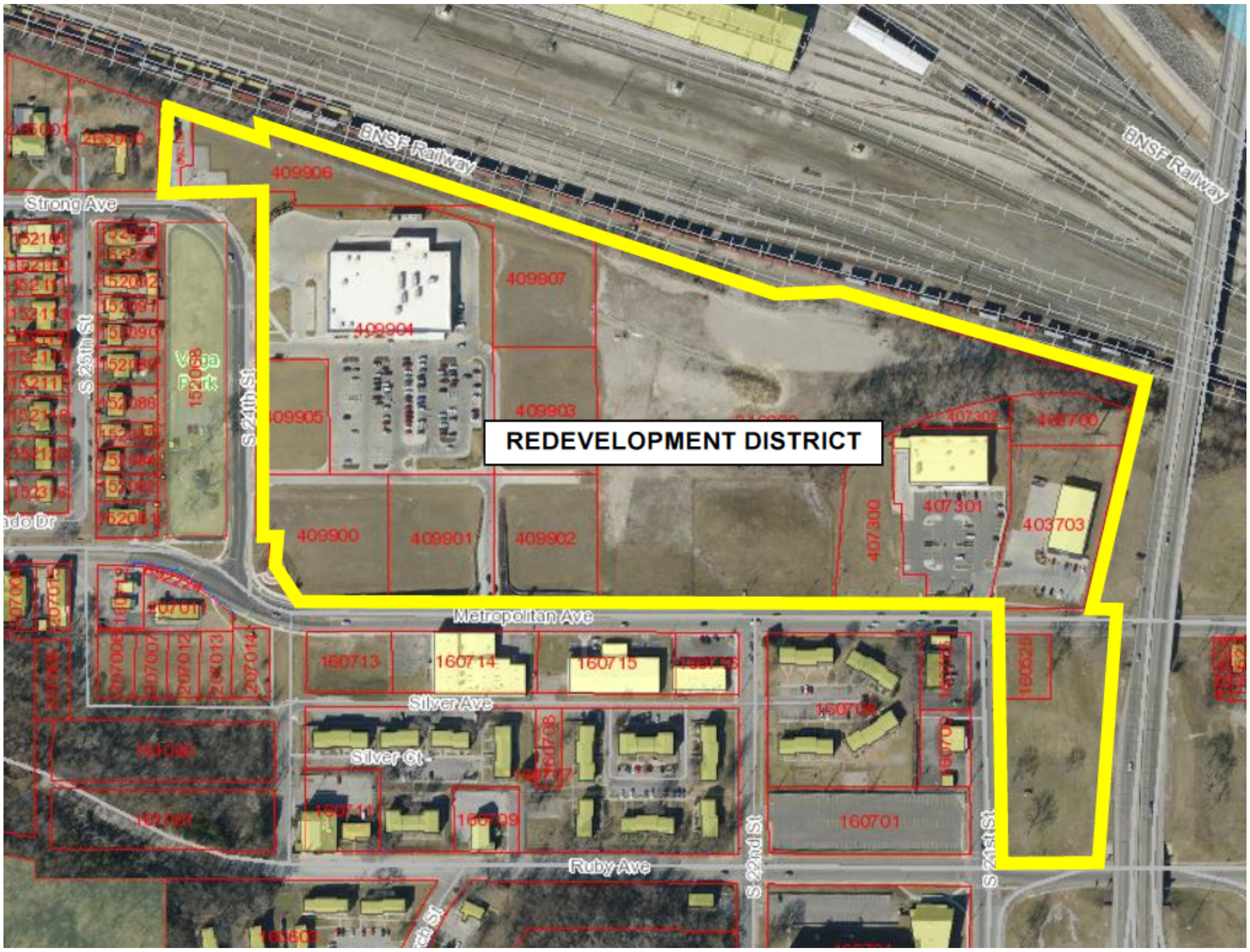

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EXHIBIT D

PROJECT AREA 3 PLAN

EXHIBIT E

PROJECT BUDGET

ESTIMATED PROJECT BUDGET				
Category	**Cost**	**TIF**	**CID**	**Sales Tax**
Land Costs:				
Property Cost - Land Release Fee	$ 15,000	$ 15,000	$ 15,000	$ 15,000
Title (Lender Policy)	$ 2,000	$ 2,000	$ 2,000	$ 2,000
Phase I ESA	$ 3,500	$ 3,500	$ 3,500	$ 3,500
ALTA Survey (req for Survey Coverage on Lender Policy)	$ 6,500	$ 6,500	$ 6,500	$ 6,500
Appraisal	$ 5,000	$ 5,000	$ 5,000	$ 5,000
Total Land Costs:	**$ 32,000**	**$ 32,000**	**$ 32,000**	**$ 32,000**
Construction Costs:				
Building (Warm Shell & TI)	$ 850,000	$ -	$ 850,000	$ 850,000
Site Delivery to Building	$ 500,000	$ 500,000	$ 500,000	$ 500,000
Construction Contingency	$ 67,500	$ 25,000	$ 67,500	$ 67,500
Total Construction Costs:	**$ 1,417,500**	**$ 525,000**	**$ 1,417,500**	**$ 1,417,500**
Soft Costs:				
Design-Architectural, Structural & MEP Fees	$ 5,000	$ 1,250	$ 5,000	$ 5,000
Design- Civil Engineering	$ 45,000	$ 45,000	$ 45,000	$ 45,000
Geotechnical Engineering Reports	$ 4,500	$ 4,500	$ 4,500	$ 4,500
Design- Reproduction and Reimbursable Expenses	$ 2,500	$ 625	$ 2,500	$ 2,500
Plan Check & Review Fees	$ 2,500	$ 2,500	$ 2,500	$ 2,500
Building Permits	$ 15,000	$ 15,000	$ 15,000	$ 15,000
Impact Fees	$ 5,000	$ 5,000	$ 5,000	$ 5,000
Utility Tap & Connect Fees	$ 25,000	$ 25,000	$ 25,000	$ 25,000
Construction Special Inspections	$ 12,000	$ 3,000	$ 12,000	$ 12,000
Development Fee	$ 75,000	$ -		
Construction Project Management & Administration	$ 55,000	$ 13,750	$ 55,000	$ 55,000
Placement & Financing Fee	$ -	$ -	$ -	$ -
Financing- Construction Interest	$ -	$ -	$ -	$ -
Financing- Inspection Fees	$ 4,000	$ 1,000	$ 4,000	$ 4,000
Insurance During Construction	$ 4,500	$ 1,125	$ 4,500	$ 4,500
Legal Expenses	$ 175,000			
Property Tax During Construction	$ 2,000	$ 2,000	$ 2,000	$ 2,000
Real Estate Commissions (Leasing)	$ 50,000	$ -		
Soft Cost Contingency	$ 36,100	$ 9,025	$ 36,100	$ 36,100
Vacancy Carry (1 year on spec space base rent plus nets)	$ -		$ -	$ -
Total Soft Costs:	**$ 518,100**	**$ 128,775**	**$ 218,100**	**$ 218,100**
TOTALS:	**$ 1,967,600**	**$ 685,775**	**$ 1,667,600**	**$ 1,667,600**

<u>NOTE</u> : The costs set forth herein are estimates only and subject to change as actual costs are incurred and incentives received. Amounts reimbursable to Developer are not limited by the individual line item amounts or categories set forth above, and costs incurred in connection with the Project may be shifted among line items, subject to Section 3.9 of this Agreement.

EXHIBIT F

FORM OF CERTIFICATE OF EXPENDITURE

CERTIFICATE OF REDEVELOPMENT PROJECT COSTS

TO: Unified Government of Wyandotte County/Kansas City, Kansas
Attention: County Administrator

Re: Metropolitan Avenue Redevelopment District – Project Area 3

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement for Project Area 3 of the Metropolitan Avenue Redevelopment District dated as of __________, 2018 (the "Agreement") between the UG and Developer.

In connection with the Agreement, the undersigned hereby states and certifies that, to the best of its actual knowledge:

1. Each item listed on *Schedule 1* hereto is a Project Cost eligible for reimbursement under the Agreement, and was incurred in connection with the construction of the Project.

2. These Project Costs have been paid by the Developer, successors, assigns, tenants or transferees and are reimbursable under the Agreement.

3. Each item listed on *Schedule 1* has not previously been paid or reimbursed from money derived from the UG Contribution, Project Area 3 Local Sales Tax Fund, Project Area 3 TIF Revenue Fund, or Project Area 3 CID Fund, and no part thereof has been included in any other certificate previously filed with the UG.

4. There has not been filed with or served upon Developer any notice of any lien, right of 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, except to the extent any such lien is being contested in good faith.

5. All necessary permits and approvals required for the work for which this certificate relates were issued and were in full force and effect at the time such work was being performed.

6. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.

7. Developer is not in default or breach of any term or condition of the Agreement.

9. All of Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this ____ day of ________________, 20____.

ARGENTINE BETTERMENT CORPORATION

By: ______________________________________

Name: ___________________________________

Title: ____________________________________

1.

Approved for Payment this ____ day of ___________, 20_____:

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By: ___________________________________

Title: ___________________________________

SCHEDULE I
TO
CERTIFICATE OF REDEVELOPMENT PROJECT COSTS

Description of Project Costs	Cost	Payee	Designate as Redevelopment Project Costs

Total Costs:

____

EXHIBIT G

LANDSCAPE PLAN

EXHIBIT H

INSURANCE SPECIFICATIONS

1. Worker's Compensation. Developer may self-insure, to the extent allowed by applicable law. The self-insured retention shall be that which is standard in the industry. If self-insurance is not available under applicable state law, coverage will be purchased in accordance with the statutory requirements.

2. Comprehensive General Liability. Developer will purchase and maintain with primary limits of $1,000,000.

4. Excess Liability. Developer will purchase and maintain excess liability insurance in an amount not less than $1,000,000.

5. Special Perils Form Property Insurance. Developer will purchase on a replacement cost basis. Deductibles and limits will be standard to those in the industry, and the policy shall include an "Agreed Amount" endorsement.

EXHIBIT I

LBE/MBE/WBE PARTICIPATION AND EMPLOYMENT OPPORTUNITY AGREEMENT

This Exhibit sets forth the goals for the utilization of local business, minority, and women enterprises and local resident, minority, and women participation and equal employment opportunity referenced in Section 6.2 of the Redevelopment Agreement for Project Area 3 of the Metropolitan Avenue Redevelopment District (the "Agreement") between the Unified Government of Wyandotte County/Kansas City, Kansas ("UG") and Argentine Betterment Corporation ("Developer"). The parties agree as follows:

I. SCOPE

These procedures are applicable to the construction and development of the Project, whether performed by or on behalf of Developer, including but not limited to all aspects of the construction of the Project and all related facilities, including labor, materials and supplies, and construction-related services, whether undertaken by or on behalf of Developer, but not including Specialized Services.

II. DEFINITIONS

All capitalized terms used in this Exhibit shall have the meaning ascribed to them in Annex 1 to the Agreement and made a part thereof, or as otherwise set forth herein.

A. "Construction" means all aspects of the design, development, and construction of the Project, and all related facilities, including without limitation labor, materials and supplies, and construction-related services, whether performed or contracted for by or on behalf of Developer, but Construction does not include: (i) Professional Services or (ii) Specialized Services; or (iii) legal, architectural and pre-construction consulting services already contracted for or performed prior to the Effective Date of the Agreement, which shall specifically be excluded from both the numerator and the denominator in determining whether the Construction and any of the other goals set forth herein have been achieved.

B. "Contractor" means the Proposer selected by Developer for the design, development, or construction of the Project.

C. "Local Business Enterprise or LBE" means a business headquartered or which maintains a major branch that performs the significant functions of the business in Wyandotte County or a business of which at least 51% of the stock, equity, or beneficial interest is owned, held, or controlled and whose day-to-day management is under the control of an individual residing in Wyandotte County. There is no formal certification process for LBE designation and it is determined and assigned based upon the criteria referenced in this definition and payment of all applicable Wyandotte County taxes and/or licensing fees.

D. "Local Resident" means an individual that, during his or her employment with the Project, maintains his or her place of domicile in Wyandotte County, Kansas.

E. "Minority Business Enterprise or MBE" means a business of which at least 51% of the stock, equity, or beneficial interest is owned, held, or controlled and/or whose day-to-day management is under the control of a person who is a member of an American ethnic minority group including African-American, Asian-Indian, Asian-Pacific, Hispanic and Native American.

F. **"Professional Services"** means advisory or consulting activities including, but not limited to, architectural, engineering, legal, accounting, financial, marketing, environmental studies, medical doctors, and financial services contracted for by or on behalf of Developer for the design, development, and construction of the Project, but Professional Services does not include: (i) Construction; (ii) Specialized Services; or (iii) legal, architectural and pre-construction consulting services already contracted for or performed prior to the Effective Date of the Agreement.

G. **"Proposer"** means a person who submits a proposal in response to a solicitation for proposals issued by Developer or one of its Contractors with respect to the design, development, or Construction of the Project or with respect to the annual operations of the Project.

H. **"Specialized Services"** means expertise, services or products, the application of which are unique to the construction of the Project and that are only competitively available through sole or limited source providers or national vendors.

I. **"Women Business Enterprise or WBE"** means a business of which at least 51% of the stock, equity, or beneficial interest is owned, held, or controlled and/or whose day-to-day management is under the control of one or more women who are U.S. citizens or legal resident aliens.

III. DESIGN, DEVELOPMENT, AND CONSTRUCTION

A. GOALS FOR LBE/MBE/WBE PARTICIPATION.

1. Construction Goals.

Developer will use its Best Efforts, as defined in Section III.C.3.b., to meet the following goals based upon the total cost of the Construction of the Project and all related facilities undertaken by Developer, but not including Professional Services, Specialized Services, or legal, architectural and pre-construction consulting services already contracted for or performed prior to the Effective Date of the Agreement. In no event shall Developer be required to incur higher costs as a result of its commitment to attempt to meet such goals. These goals are based upon a disparity study performed for the Kansas City Metropolitan Area for LBE, MBE, and WBE participation. These goals are not to act as quotas or set asides.

	Construction
LBE	18%
MBE	15%
WBE	7%

It is the intent of the UG to give preference to the utilization of LBEs so long as all other factors relating to the award of an individual contract are equal. If the factors relating to an award of an individual contract are equal, Developer shall give preference to the utilization of LBEs over the utilization of MBEs and WBEs. The Developer shall strive to meet each individual goal listed.

2. **Contract Specific Goals**.

The parties agree that the goals are set forth for the Construction of the Project as a whole, excluding Professional Services, Specialized Services and legal, architectural and pre-construction consulting services already contracted for or performed prior to the Effective Date of the Agreement, and the UG will reasonably agree to different specific goals for specific contracts or portions of contracts to be awarded by Developer for Specialized Services, when proposed by the Developer, relating to the Construction of the Project, based upon the availability of qualified LBEs and certified MBEs and WBEs to perform the specific scopes of work delineated in Developer's Construction Utilization Plan (as defined herein).

3. **Eligibility for Credit**.

a. Only LBE businesses that are qualified and/or MBE or WBE businesses that are certified or undergoing certification by the State of Kansas, the Kansas Department of Commerce, the City of Kansas City, Missouri, the State of Missouri, the Missouri Department of Transportation, the MidAmerica Minority Business Development Council, and/or the Women's Business Enterprise National Council, or any other applicable or appropriate public or private entity or other entity mutually acceptable to the UG and the Developer (each, an "approved" business) may be counted towards the participation goals in Section III.A.1. above.

b. In the event that a contract has been awarded on the Project to an approved LBE, MBE, or WBE business, and such LBE, MBE, or WBE business later becomes unapproved prior to the completion and acceptance of all the work to be provided under such contract, then Developer shall nonetheless receive credit towards the goal for the entire portion of work performed or services provided by such business.

4. **Construction Workforce**.

a. **Recruitment and Outreach.** Developer will use its Best Efforts to employ and to ensure its Contractors employ Local Residents, minorities, and women in all aspects of the Construction of the Project, except for Professional Services, Specialized Services and legal, architectural and pre-construction consulting services already contracted for or performed prior to the Effective Date of the Agreement. These efforts shall include:

i. advertising in appropriate publications describing the work available, pay scales, and application procedures and maintaining a log or copies of these ads showing the date of publication and identifying the publication;

ii. working with local community organizations, minority and women's community organizations, and other appropriate organizations to seek qualified Local Residents, minorities, and women (a list of these organizations may be provided by the UG upon request); and

iii. working with the UG to promote diversity and inclusion in all aspects of the Construction of the Project.

Documentation of these and any other steps taken shall be submitted to the UG prior to the beginning of the bidding process.

b. **Employment Procedures.** Developer and its Contractors shall implement equal employment opportunity hiring and job action procedures as those terms are commonly understood.

B. CONSTRUCTION UTILIZATION PLANS.

1. Submissions, Content, and Fulfillment of Utilization Plan.

a. Fourteen (14) calendar days before the solicitation of the first proposal for the Construction of part of the Project, which is issued by Developer after the execution of the Agreement, Developer shall submit a Construction Utilization Plan to the UG. The Construction Utilization Plan shall be on the form attached to this Agreement as Attachment A or on another form provided or approved by the UG. This Construction Utilization Plan shall set forth, to the best of Developer's knowledge: all categories of work that will be covered within solicitations that Developer or its Contractors intend to issue for all Construction providers necessary for the Construction of the Project; an estimate of the dollar value of all work covered by these solicitations; an estimate of the dollar value of work within each identified work category; the dollar value of the work for each identified work category that is projected to be performed by LBEs, MBEs, and WBEs; any known potential joint ventures with LBEs, MBEs, and WBEs within each identified work category; an overall schedule of all work projected to be performed related to the Construction of the Project, laid out sequentially over time; and the actions Developer intends to take, with respect to each of these solicitations, to make Best Efforts to meet the goals set forth in Section III.A.1. of this Exhibit.

b. The Developer, in this Construction Utilization Plan, shall designate one person as the Project Manager to serve as the point of contact with the UG on all matters related to the Construction Utilization Plan. Developer shall provide the Project Manager's name, physical office address, e-mail address, and phone number to the UG. The Project Manager shall be an individual with administrative authority with regard to enforcement of the stipulations located within this Exhibit.

c. The goals of Section III.A.l. may be met by the expenditure of dollars with approved LBE, MBE, or WBE prime contractors, material suppliers (either by Developer or a prime contractor), subcontractors (either by Developer or a prime contractor), or through joint ventures with approved LBEs, MBEs, or WBEs.

i. Certified MBE and WBE prime contractor Proposers may count their own participation toward each goal for which they qualify, and may divide their participation between two goals, but the participation may not be double-counted. These prime contractor Proposers shall receive credit towards the goals for the dollar value of the contract.

ii. Approved or certified MBE, WBE, or LBE material suppliers, regular dealers, and manufacturers shall be credited towards the goals for the dollar value of the contract.

iii. A joint venture involving an approved LBE, MBE, or WBE as a partner may be counted towards the applicable goal only to the extent of the dollar amount that the approved LBE, MBE, or WBE is responsible for and at risk, except, however, if the LBE/MBE/WBE is the majority partner in the joint venture, the entire joint venture contract amount shall be counted, less any work subcontracted to the non-LBE/MBE/WBE joint venture partner. To receive credit, the approved LBE, MBE, or WBE must be responsible for a clearly defined portion of the work, profits, risks, assets, and liabilities of the joint venture.

iv. Participation by a certified MBE owned by a minority woman may be counted as MBE participation or as WBE participation; however, this participation cannot be double counted. A certified MBE or WBE may also be counted towards the LBE goal, if qualified as LBE. The amount of participation by these businesses may be divided between the MBE, LBE and/or the WBE goals but may not be double counted. A qualified LBE, which is certified as MBE and WBE, shall be counted toward the LBE and the MBE or WBE goals, but shall not be counted toward both the MBE and WBE goals.

v. Only the participation of LBEs, MBEs, and WBEs that provide a commercially useful function required for the work of the specific solicitation shall be counted toward achievement of the goals. The LBE, MBE, or WBE must be responsible for the execution of a distinct element of the work by actually performing, managing, or supervising its function in the work identified in the solicitation. Brokering is not credited. Purchases from LBEs, MBEs, and WBEs that constitute indirect or general overhead costs to a projected Proposer's business may not be counted toward the goals. Costs directly incurred solely to perform the work with respect to a Project contract may be counted toward the goals.

2. <u>Evaluation of Utilization Plans.</u>

a. The UG will review the Developer's Construction Utilization Plan respecting each category of work identified by Developer. In conducting its review, the UG shall evaluate the extent to which the actions Developer proposes constitute Best Efforts, as set forth is Section III.C.3.b. below. In no event shall Developer or any of its Contractors be required to engage any LBE, MBE, or WBE that is not the low bidder or is not qualified or capable of performing the work to acceptable standards in the reasonable discretion of Developer.

b. Changes to the Construction Utilization Plan shall be reviewed and approved or rejected by the UG within thirty (30) days after submission of the proposed change to the UG, and the same shall be deemed approved by the UG if not rejected within said thirty (30) days. All approved changes shall become effective upon the date the same are approved (or deemed approved) by the UG.

C. CONTRACT AWARD COMPLIANCE PROCEDURES.

1. <u>Solicitation Documents.</u>

The solicitation documents for each contract for which goals are established shall contain a description of the requirements set forth in this Exhibit; the LBE, MBE, and WBE goals; and the areas of projected subcontracting. Five (5) calendar days before the issuance of each solicitation, Developer shall submit the solicitation documents and the bid list to the UG. This submittal is mandatory for each bid subject to LBE/MBE/WBE goals.

2. Developer's Report of Solicitation Results.

Within seven (7) working days after the date set for receipt of proposals by each solicitation issued for Developer for the Construction of the Project, the Project Manager shall submit to the UG, on a form provided or approved by the UG, a Report of Solicitation Results (the "Report") fully describing all proposals received in response to the solicitation. The Report shall: (1) state the estimated total dollar value of the work covered by the solicitation; (2) state the names of all Proposers; (3) state the total dollar value of work covered by proposals submitted by approved LBEs, MBEs, and/or WBEs; (4) provide all relevant information concerning each joint venture Proposer; and (5) state the name of all subcontractors to Proposers (to the extent then available) that are approved LBEs, MBEs, and/or WBEs, and the dollar value of work covered by proposed subcontracts between Proposers and LBEs, MBEs, and/or WBEs. The Report shall also indicate to which of the Proposers, including joint venture Proposers, the Developer or any of its Contractors is intending to award contacts resulting from the solicitation. In addition, with respect to any LBE, MBE, or WBE goal established in the Construction Utilization Plan that it appears from the proposals received will not be met, Developer shall include in the Report a precise description of all Best Efforts it has undertaken or caused to be undertaken to meet the established goals. These submittals are mandatory for all solicitations subject to LBE/MBE/WBE goals

3. UG Review of Developer's Report of Solicitation Results.

a. Within seven (7) calendar days of receiving a Report for review, the UG, based on its review of the Report, shall advise the Developer whether it appears that, in light of Developer's indication of the Proposers to whom it intends to award contracts, Developer will meet the goals for work to be performed by LBEs, MBEs, and WBEs set forth in the Construction Utilization Plan or if not, whether Developer has established Best Efforts to meet these goals, and shall state the reasons for this conclusion, referring to the specific efforts criteria contained in Section III.C.3.b. below. As a part of its review, the UG may ascertain whether LBE, MBE, or WBE subcontractors agree with the dollar value of the work and the scope of the work, as identified in the proposal.

b. For each Construction Utilization Plan goal that is not achieved, Developer shall be deemed to have used best efforts ("Best Efforts") to meet the Construction Utilization Plan goals for Construction set forth in Section III.A.1. of this Exhibit if Developer shall have taken substantially all the following actions:

i. Developer is seeking or has sought timely assistance of the UG to identify qualified LBEs, MBEs, and WBEs;

ii. Developer is advertising or has advertised contract opportunities in local, minority, and women media;

iii. Developer is providing or has provided reasonable written notice of opportunities and informational meetings to approved LBEs, MBEs, and WBEs;

iv. Developer is following up or has followed up initial solicitations of interest by contacting LBEs, MBEs, and WBEs;

v. Developer is segmenting or has segmented portions of the work to increase the likelihood of LBE, MBE, and WBE participation, where feasible;

vi. Developer is providing or has provided interested LBEs, MBEs, and WBEs with timely and accurate information about the plans, specifications, requirements, deadlines, and bidding procedures of the contracts;

vii. Developer is negotiating or has negotiated in good faith with interested LBEs, MBEs, and WBEs, not rejecting them as unqualified without sound reasons, based on a thorough review of their capabilities and prior work histories; and

viii. If applicable, Developer is seeking or has sought to educate and assist LBEs, MBEs, and WBEs in obtaining bonding, lines of credit, or insurance required to perform the contract; and

ix. Developer is working or has worked with local, minority, and women contracting, professional, civic, and community organizations, government officers or any other organization or persons, as identified by the UG, that provide assistance in the recruitment of LBEs, MBEs, and WBEs.

Each time the phrase "Best Efforts" appears throughout this Exhibit, it refers to the definition set forth in this Section. Failure by Developer to take all of the foregoing actions shall not be determinative that Developer has not used Best Efforts.

4. <u>Signed Contracts.</u>

Within twenty-one (21) working days of provision of the UG's evaluation of the Report of Solicitation Results to Developer, the Project Manager shall submit signed contracts with successful Proposers to the UG.

D. SUBCONTRACTOR RELATIONS.

1. <u>Documentation of Subcontracting Agreements.</u>

All subcontracting services shall be evidenced by a written agreement stating, at a minimum, the scope of work to be performed and the amount to be paid for performance of the work. Unit price subcontracts are acceptable if appropriate to the type of work being performed.

2. <u>Documentation of Schedules.</u>

For Construction contracts, the Contractor must present a work schedule that includes when the LBE, MBE, and WBE subcontractors will be utilized at the job site. This schedule is due on or before the pre-construction meeting with the UG and the Project Manager representing the Developer.

3. <u>Substitutions, Additions or Deletions.</u>

Where a substitution for a LBE, MBE, or WBE subcontractor must occur after submission of proposals by the Project Manager to the UG, the Project Manager must submit the proposed change or substitution to the UG for review. The UG shall have no authority to approve or reject any change or substitution. The sole purpose of the review by the UG shall be to determine whether the LBE, MBE, or WBE should be counted toward achievement of the goals of Section III.A.1.

IV. UG'S ASSISTANCE TO DEVELOPER.

The UG shall use its best efforts to provide assistance to Developer in fulfilling its obligations as set forth in this Exhibit. Developer assumes all responsibility for its efforts in meeting the goals and complying with the procedures and processes set forth herein. The UG assumes no duty or responsibility to the Developer with respect to Developer's fulfillment of the goals set forth in this Exhibit by reason of the provision of assistance to the Developer. Examples of assistance the UG may provide include but are not limited to:

A. providing information and technical assistance regarding the Project to Developer and its agents, including Contractors, subcontractors, LBEs, MBEs, WBEs, officials, and other interested persons;

B. developing and maintaining a registry of approved LBE, MBE, and WBE businesses;

C. assisting with identifying potential LBEs, MBEs, and WBEs and reviewing their qualifications to participate in the Project;

D. updating Developer and its agents on current or proposed affirmative action legislation enacted by the UG that may affect the Project;

E. recommending contract specific goals, as appropriate;

F. providing assistance in pre-award activities, such as provision of model or example Utilization Plans and work segmentation;

G. reviewing Developer, Contractor, and subcontractor performance and LBE, MBE, and WBE participation on the Project;

H. providing advice relative to utilization and compliance matters;

I. conducting compliance reviews and audits of LBE, MBE, and WBE participation;

J. evaluating requests for substitutions, additions, and deletions;

K. assisting Developer and its agents in addressing issues related to the goals and procedures set forth in this Exhibit;

L. reviewing payments to subcontractors, as documented by monthly reports submitted by Developer;

M. reviewing complaints from LBEs, MBEs, WBEs, Contractors, subcontractors, and any other interested persons regarding these goals and procedures;

N. assisting in Developer's development of forms to document compliance with these procedures; and

O. reviewing and approving utilization plans and contract award submittals.

VI. DEVELOPER COMPLIANCE RECORDS AND REPORTS.

A. RECORDS.

Developer shall maintain those records as may reasonably be required to demonstrate compliance with (and/or its Best Efforts to comply with) the goals and procedures set forth in this Exhibit. These records shall be available to the UG upon reasonable notice.

B. CONSTRUCTION UTILIZATION PLAN REPORTS.

Developer shall provide UG with information sufficient to document the participation under this Exhibit, including quarterly compliance reports on the forms attached hereto as Attachments B and C or another form provided or approved by the UG. In addition, each quarterly report shall include the following for each LBE, MBE, or WBE whose participation is utilized by Developer to be applied to the goals set forth herein: business name and address of each LBE, MBE, and WBE; and a brief description of the work to be performed by each. Developer also shall document the change orders to contracts awarded in each monthly report.

C. REMEDIES.

Subject to the notice and cure provisions of Section 7.1 of the Agreement, if Developer should fail to provide a report required by this Exhibit, and fail to cure such failure within sixty (60) days after receipt of written notice from the UG, then such failure to cure shall constitute an event of default and the UG shall have those remedies set forth in Section 7.2 the Agreement. In addition, the UG shall have the right to stop processing Certificates of Expenditure or make any further disbursements of Sales Taxes, TIF Proceeds or CID Sales Tax Proceeds and apply such Sales Taxes, TIF Proceeds and CID Sales Tax Proceeds to the UG Contribution until Developer complies with reporting requirements.

If, after reviewing Developer's reports, the UG reasonably believes that the participation goals contained in this Exhibit have not been met, and that the Best Efforts described herein have not been met, then the UG shall inform Developer of this determination in writing. If, within thirty (30) days following its receipt of said written determination from the UG, Developer fails to demonstrate to the UG's reasonable satisfaction that either: (i) the goals contained in this Exhibit have been met, or (ii) the goals contained in this Exhibit have not been met but the Best Efforts described herein have been met, then the UG shall have the right to reduce the Public Financing Cap by ten percent (10%) as the UG's sole and exclusive remedy for such failure, in which event the ten percent (10%) of the Public Financing that is no longer available to Developer shall be used reimburse the UG Contribution until the end of the CID Collection Period. The UG shall also have the right to renegotiate LBE, MBE and WBE goals for future construction projects.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By: ______________________________
Douglas G. Bach
County Administrator
Date: ______________________________

ARGENTINE BETTERMENT CORPORATION

By: ______________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________

Attachment A

Unified Government
Project Utilization Plan

Project Name:______________________________ **Date:________________**

Bid Package	Estimated Contract Value	Estimated LBE Value	Estimated LBE %	Estimated MBE Value	Estimated MBE %	Estimated WBE Value	Estimated WBE %	Total Combined Value	Total Combined %
DIVERSITY TOTAL	0			0	#DIV/0!	0	#REF!		

<u>**Attachment B**</u>

Unified Government
MBE/WBE/LBE Status Report
Construction Phase

Bid Package	Describe	Prime Contractor	Sub Contractor	AFFIDAVITMBE $	AFFIDAVITWBE $	AFFIDAVITLBE $	CONTRACTMBE	CONTRACTWBE	CONTRACTLBE	VARIANCE
				$ -		$ -				

Attachment C

LBE/MBE/WBE COMPLIANCE

SUMMARY REPORT
EXPENDITURES FOR REPORTING PERIOD

GOODS SUPPLIES and OTHER SERVICES	Total	Class	Percent	Comments
Total $ Awarded				
Total $ Expended				
Total $ MBE		% MBE		
Total $ WBE		%WBE		
Total $ M/WBE		%M/WBE		

MINORITY AND WOMEN EMPLOYEES

List the name, address, trade, classification, date hired, sex and ethnic origin for each minority/women employed by your company.

Name & Address	Trade	Classification	Date Hired	Sex	Ethnic Origin

(Published in *The Wyandotte Echo* on _______________)

RESOLUTION NO. R-____-18

A RESOLUTION CALLING AND PROVIDING FOR THE GIVING OF NOTICE OF A PUBLIC HEARING ON THE ADVISABILITY OF CREATING THE METROPOLITAN AVENUE REDEVELOPMENT DISTRICT PROJECT AREA 3 COMMUNITY IMPROVEMENT DISTRICT.

WHEREAS, pursuant to K.S.A. 12-6a26 *et seq.*, as amended (the "CID Act"), cities and counties are authorized to create community improvement districts as a method of financing economic development related improvements in a defined area within their city or county; and

WHEREAS, the CID Act authorizes the governing body of any city or county to create community improvement districts to finance projects within such defined area of the city or county and to levy a community improvement district sales tax and/or levy special assessments upon property within the district to finance projects; and

WHEREAS, on _______________, 2018 a petition (the "Petition") was filed with the Clerk of the Unified Government of Wyandotte County/Kansas City, Kansas (the "UG"), proposing the creation of the Metropolitan Avenue Redevelopment District Project Area 3 Community Improvement District (the "Project Area 3 CID") under the CID Act and the imposition of a community improvement district sales tax (the "CID Sales Tax") in order to assist in financing the project as described in the Petition (the "Project"); and

WHEREAS, the Governing Body hereby finds and determines it to be necessary to direct and order a public hearing on the advisability of approving the Project and the Project Area 3 CID pursuant to the authority of the CID Act, and further to provide for the giving of notice of said hearing in the manner required by the CID Act.

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

Section 1. Petition. The Governing Body hereby finds and determines that the Petition for the Project Area 3 CID meets the requirements of the CID Act.

Section 2. Public Hearing. It is hereby authorized, ordered and directed that the Governing Body shall hold a public hearing, in accordance with the provisions of the CID Act, on the advisability of approving the Project and creating the Project Area 3 CID, and such public hearing to be held January 10, 2019 at 7:00 p.m., or as soon thereafter as the matter can be heard, at the Commission Chambers, lobby level of the Municipal Office Building, 701 N. 7th Street, Kansas City, Kansas 66101, under the authority of the CID Act.

Section 3. Proposed Project Area 3 CID Project. The general nature of the Project Area 3 CID Project is as follows:

The acquisition of approximately 3+/- acres of real property located generally at the southeast corner of the intersection of South 21st Street and Metropolitan Avenue in the City of Kansas City, Kansas, and development and redevelopment thereof to consist of some or all of the following uses, without limitation: retail uses, restaurant uses, and including such associated site work, infrastructure, utilities, storm water control, access, street improvements, landscaping, lighting, parking facilities, other associated and appurtenant structures and facilities, and any other items allowable under the CID Act.

Section 4. Estimated Costs. The total estimated cost of the Project to be funded by the Project Area 3 CID, as set forth in the Petition, is One Million Nine Hundred Sixty Seven Thousand Six Hundred Dollars and No/100 ($1,967,600.00), as the same may be changed or modified pursuant to the terms of the development agreement between the UG and the developer of the Project.

Section 5. Method of Financing. The costs of the Project will be financed with the CID Sales Tax levied pursuant to the provisions of the CID Act and reimbursed on a pay-as-you-go basis, as defined in the CID Act, as well as private equity, private debt, tax increment financing, local sales tax dedication, a one-time pledge from the UG, a one-time federal grant and/or other public or private sources. No special assessments will be levied pursuant to the CID Act to finance the Project.

Section 6. Proposed Amount of CID Sales Tax. The Project Area 3 CID Sales Tax is in the amount of one percent (1.0%) on the sale of tangible personal property at retail or the rendering or furnishing of services which are taxable pursuant to the Kansas Retailers' Sales Tax Act (K.S.A § 79-3601 *et seq.*) within the Project Area 3 CID.

Section 7. Map and Legal Description of Proposed Project Area 3 CID. The legal description of the property contained in the proposed Project Area 3 CID is set forth in **Exhibit A** attached hereto and incorporated by reference herein. A map generally outlining the boundaries of the proposed Project Area 3 CID is attached as **Exhibit B** hereto, and incorporated by reference herein. A table of the estimated Project Costs for the Project Area 3 CID is attached as **Exhibit C** hereto.

Section 8. Notice of Hearing. The UG Clerk is hereby authorized, ordered and directed to give notice of the public hearing by publication of this Resolution in the official newspaper of the county. Such publication shall be at least once each week for two (2) consecutive weeks. The second publication shall be at least seven (7) days prior to the date of the hearing. The UG Clerk is hereby further authorized, ordered and directed to mail a copy of this Resolution, via certified mail, to all property owners within such proposed Project Area 3 CID at least ten (10) days prior to the date of the public hearing.

Section 9. Effective Date. This Resolution shall be effective upon adoption by the Governing Body.

ADOPTED BY THE UNIFIED GOVERNMENT BOARD OF COMMISSIONERS THIS _____ DAY OF _______________, 2018.

____
Mayor/CEO

ATTEST:

____
Unified Government Clerk

(Seal)

EXHIBIT A

LEGAL DESCRIPTION OF PROJECT AREA 3 CID

All of Block 24, Ewing's Addition to Argentine, Kansas, now in and a part of Kansas City, Kansas, situated in the Northeast Quarter of Section 29, Township 11 South, Range 25 East of the 6th P.M., Wyandotte County, Kansas, lying West of a line located 100.00 feet West of and parallel with the centerline of the 18th Street Expressway as depicted on Kansas Turnpike Authority plans for the 18th Street Expressway Project 2 and described as follows: BEGINNING at the Northwest corner of said Block 24; FIRST COURSE, thence South 00 degree 00 minutes 00 seconds West, 432.00 feet along the West line of said Block to the Southwest corner of said Block; SECOND COURSE, thence North 89 degrees 51 minutes 00 seconds East, 180.93 feet along the South line of said Block to a point 100.00 feet (measured radially) West of the centerline of said 18th Street Expressway; THIRD COURSE, thence Northeasterly on a curve located 100.00 feet West of and parallel with said centerline, said curve having a radius of 5729.58 feet to the right, an arc distance of 432.89 feet with a chord which bears North 03 degrees 18 minutes 09 seconds East, 432.78 feet to a point on the North line of said Block that is located 100.00 feet (measured radially) West of said centerline; FOURTH COURSE, thence South 89 degrees 51 minutes 00 seconds West, 205.87 feet along the North line of said Block to the POINT OF BEGINNING;

<u>and</u>

All of the South Sixty feet (S60') of Lot One (1), AND the South Forty-three feet (S43') of Lot Two (2), in Block Twenty-four (24), Ewings Addition to Argentine, now in and a part of Kansas City, Wyandotte County, Kansas;

<u>and</u>

Lots Three (3) and Four (4), Block Twenty-four (24), Ewings Addition to Argentine, now in and a part of Kansas City, Wyandotte County, Kansas;

<u>and</u>

The North Sixty feet (N60') of Lot One (1), AND the North Seventy-seven feet (N77') of Lot Two (2) in Block Twenty-four (24) in Ewings Addition, now and part of Kansas City, Wyandotte County, Kansas;

<u>and</u>

Any and all right-of-way adjacent thereto.

EXHIBIT B

MAP OF PROJECT AREA 3 CID

EXHIBIT C

ESTIMATED PROJECT COSTS FOR PROJECT AREA 3 CID

Description	Cost
Acquisition Costs	$ 32,000
Hard Costs	$ 1,417,500
Soft Costs	$ 518,100
Total	**$ 1,967,600**

(Published in *The Wyandotte Echo* on ___________, 2018)

RESOLUTION NO. R-_____-18

A RESOLUTION PROVIDING FOR NOTICE OF A PUBLIC HEARING CONCERNING THE CONSIDERATION OF A REDEVELOPMENT PROJECT PLAN FOR A REDEVELOPMENT PROJECT AREA IN A REDEVELOPMENT DISTRICT (METROPOLITAN AVENUE REDEVELOPMENT DISTRICT –PROJECT AREA 3)

WHEREAS, pursuant to K.S.A. 12-1770 *et seq.*, as amended (the "TIF Act"), Ordinance No. O-51-11 and Ordinance No. O-11-17 (the "TIF District Ordinance") of the Unified Government of Wyandotte County/Kansas City, Kansas (the "UG"), and in order to promote, stimulate and develop the general and economic welfare of the UG, the Governing Body has previously established the Redevelopment District (as defined in Section 3 of this Resolution), and approved the district plan (the "District Plan") described in the TIF District Ordinance; and

WHEREAS, a TIF redevelopment project plan (the "Project Plan") has been proposed for redevelopment of the third of three redevelopment project areas ("Project Area 3") within the Redevelopment District; and

WHEREAS, the Redevelopment District is legally described on **Exhibit A** and generally depicted on **Exhibit B** attached hereto and incorporated herein by reference, and Project Area 3 is legally described on **Exhibit C** and generally depicted on **Exhibit D** attached hereto and incorporated herein by reference; and

WHEREAS, a comprehensive feasibility study has been completed which indicates that the benefits, tax increment revenue and other available revenues under K.S.A. 12-1774(a)(1) expected to be derived from the redevelopment project described in the Project Plan are expected to exceed or be sufficient to pay for the redevelopment project costs approved by the UG pursuant to the District Plan and the TIF Act; and

WHEREAS, a copy of the Project Plan for Project Area 3 has been delivered to the Board of County Commissioners of Wyandotte County, Kansas, and to the Board of Education of Unified School District 500, Kansas City, Kansas, all in accordance with the TIF Act; and

WHEREAS, the Planning Commission of the UG reviewed the Project Plan for Project Area 3 on November 14, 2018 and found and determined that the Project Plan is consistent with the intent of the comprehensive plan for development of the UG.

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

Section 1. Consideration of Redevelopment Project Plan. The UG is considering the adoption of the Project Plan for Project Area 3 pursuant to the TIF Act.

Section 2. **Public Hearing**. It is hereby authorized, ordered and directed that the Governing Body shall hold a public hearing, in accordance with the provisions of the TIF Act, to consider the adoption of the Project Plan for Project Area 3, with the public hearing to be held on January 10, 2019 at 7:00 p.m., or as soon thereafter as the matter can be heard, in the Commission Chambers, lobby level of the Municipal Office Building, 701 N. 7th Street, Kansas City, Kansas 66101.

Section 3. **Redevelopment District**. The original redevelopment district was established on November 17, 2011, through the adoption of Ordinance No. O-51-11 by the UG's Governing Body, and was subsequently amended on June 15, 2017, through the adoption of Ordinance No. O-11-17 by the UG's Governing Body to add area to the original redevelopment district (as amended to include such additional area, the "Redevelopment District"). The Redevelopment District is legally described on **Exhibit A** and generally depicted on **Exhibit B** attached hereto and incorporated herein.

Section 4. **Project Area 3**. Project Area 3 of the Redevelopment District is legally described on **Exhibit C** and generally depicted on **Exhibit D** attached hereto and incorporated herein.

Section 5. **Project Plan**. The Project Plan for Project Area 3, including a summary of the feasibility study, the relocation assistance plan, and a description and map of the area to be redeveloped, is available for public inspection during regular office hours in the office of the UG Clerk, Municipal Office Building, 701 N. 7th Street, Kansas City, Kansas.

Section 6. **Notice of Public Hearing**. A copy of this Resolution shall be sent by certified mail, return receipt requested, to the Board of County Commissioners of Wyandotte County, Kansas, and to the Board of Education of Unified School District 500, Kansas City, Kansas as the school district levying taxes on property within Project Area 3. Copies of this Resolution shall also be sent by certified mail, return receipt requested, to each owner and occupant of land within Project Area 3 not more than ten (10) days following the date of adoption of this Resolution. This Resolution (including Exhibits C and D) shall be published once in the official City newspaper not less than one (1) week or more than two (2) weeks preceding the date fixed for the public hearing.

Section 7. **Further Action**. The Mayor/CEO, County Administrator, UG Clerk, and other official and employees of the UG, including counsel, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution.

Section 8. **Effective Date.** This Resolution shall be effective upon adoption by the Governing Body.

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS THIS _______ DAY OF ________________, 2018.

____
Mayor/CEO

Attest:

____
Unified Government Clerk

(Seal)

EXHIBIT A

Legal Description of Redevelopment District

Lot 1, ARGENTINE INDUSTRIAL PARK, a subdivision of land in the City of Kansas City, County of Wyandotte, State of Kansas;

and

Lots 1, 2 and 3, and Tract A, HODG SUBDIVISION, a replat of Lot 2, Argentine Industrial Park, a subdivision of land in the City of Kansas City, County of Wyandotte, State of Kansas;

and

All of Block 24, Ewing's Addition to Argentine, Kansas, now in and a part of Kansas City, Kansas, situated in the Northeast Quarter of Section 29, Township 11 South, Range 25 East of the 6th P.M., Wyandotte County, Kansas, lying West of a line located 100.00 feet West of and parallel with the centerline of the 18th Street Expressway as depicted on Kansas Turnpike Authority plans for the 18th Street Expressway Project 2 and described as follows: BEGINNING at the Northwest corner of said Block 24; FIRST COURSE, thence South 00 degree 00 minutes 00 seconds West, 432.00 feet along the West line of said Block to the Southwest corner of said Block; SECOND COURSE, thence North 89 degrees 51 minutes 00 seconds East, 180.93 feet along the South line of said Block to a point 100.00 feet (measured radially) West of the centerline of said 18th Street Expressway; THIRD COURSE, thence Northeasterly on a curve located 100.00 feet West of and parallel with said centerline, said curve having a radius of 5729.58 feet to the right, an arc distance of 432.89 feet with a chord which bears North 03 degrees 18 minutes 09 seconds East, 432.78 feet to a point on the North line of said Block that is located 100.00 feet (measured radially) West of said centerline; FOURTH COURSE, thence South 89 degrees 51 minutes 00 seconds West, 205.87 feet along the North line of said Block to the POINT OF BEGINNING;

and

All of the South Sixty feet (S60') of Lot One (1), AND the South Forty-three feet (S43') of Lot Two (2), in Block Twenty-four (24), Ewings Addition to Argentine, now in and a part of Kansas City, Wyandotte County, Kansas;

and

Lots Three (3) and Four (4), Block Twenty-four (24), Ewings Addition to Argentine, now in and a part of Kansas City, Wyandotte County, Kansas;

and

The North Sixty feet (N60') of Lot One (1), AND the North Seventy-seven feet (N77') of Lot Two (2) in Block Twenty-four (24) in Ewings Addition, now and part of Kansas City, Wyandotte County, Kansas;

and

Any and all right-of-way adjacent thereto.

EXHIBIT B

Map of Redevelopment District

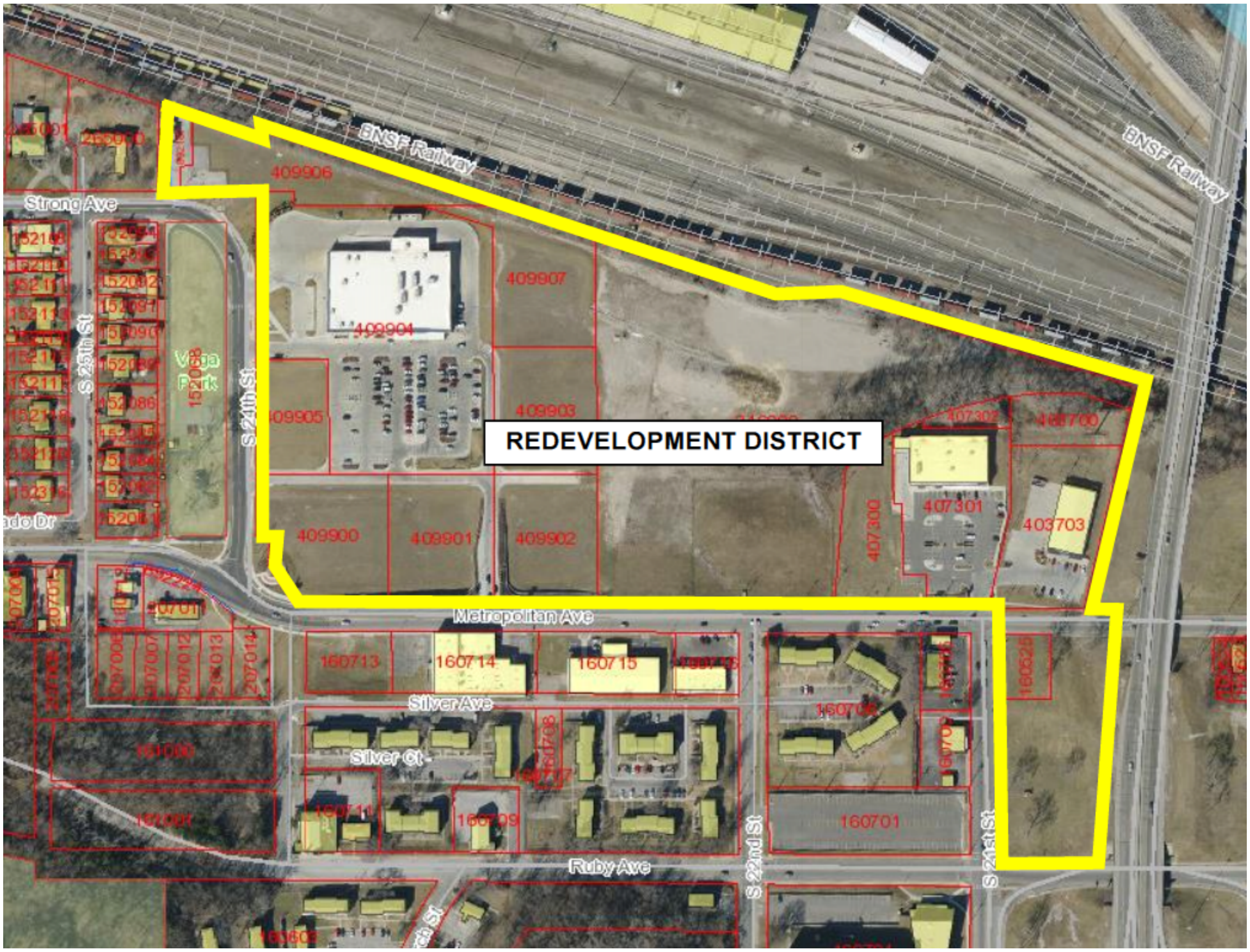

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EXHIBIT C

Legal Description of Project Area 3

All of Block 24, Ewing's Addition to Argentine, Kansas, now in and a part of Kansas City, Kansas, situated in the Northeast Quarter of Section 29, Township 11 South, Range 25 East of the 6th P.M., Wyandotte County, Kansas, lying West of a line located 100.00 feet West of and parallel with the centerline of the 18th Street Expressway as depicted on Kansas Turnpike Authority plans for the 18th Street Expressway Project 2 and described as follows: BEGINNING at the Northwest corner of said Block 24; FIRST COURSE, thence South 00 degree 00 minutes 00 seconds West, 432.00 feet along the West line of said Block to the Southwest corner of said Block; SECOND COURSE, thence North 89 degrees 51 minutes 00 seconds East, 180.93 feet along the South line of said Block to a point 100.00 feet (measured radially) West of the centerline of said 18th Street Expressway; THIRD COURSE, thence Northeasterly on a curve located 100.00 feet West of and parallel with said centerline, said curve having a radius of 5729.58 feet to the right, an arc distance of 432.89 feet with a chord which bears North 03 degrees 18 minutes 09 seconds East, 432.78 feet to a point on the North line of said Block that is located 100.00 feet (measured radially) West of said centerline; FOURTH COURSE, thence South 89 degrees 51 minutes 00 seconds West, 205.87 feet along the North line of said Block to the POINT OF BEGINNING;

and

All of the South Sixty feet (S60') of Lot One (1), AND the South Forty-three feet (S43') of Lot Two (2), in Block Twenty-four (24), Ewings Addition to Argentine, now in and a part of Kansas City, Wyandotte County, Kansas;

and

Lots Three (3) and Four (4), Block Twenty-four (24), Ewings Addition to Argentine, now in and a part of Kansas City, Wyandotte County, Kansas;

and

The North Sixty feet (N60') of Lot One (1), AND the North Seventy-seven feet (N77') of Lot Two (2) in Block Twenty-four (24) in Ewings Addition, now and part of Kansas City, Wyandotte County, Kansas;

and

Any and all right-of-way adjacent thereto

<u>**EXHIBIT D**</u>

Map of Project Area 3

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REDEVELOPMENT PROJECT PLAN

METROPOLITAN AVENUE REDEVELOPMENT DISTRICT

REDEVELOPMENT PROJECT AREA 3

SUBMITTED PURSUANT TO

K.S.A. 12-1770 *et seq*., as amended

This Redevelopment Project Plan was prepared in consultation with the consultants of the Unified Government of Wyandotte County/Kansas City, Kansas and the Planning Commission thereof, based upon development proposals by Argentine Betterment Corporation

September __, 2018

TABLE OF CONTENTS

EXHIBITS

I. INTRODUCTION

A) Redevelopment District

Pursuant to the Kansas Tax Increment Financing Act, K.S.A. 12-1770 *et. seq.*, as amended (the "**TIF Act**"), Kansas municipalities are authorized to establish redevelopment districts, and to adopt Tax Increment Financing ("**TIF**") redevelopment project plans, for property within their jurisdiction. Redevelopment districts may be created based upon certain findings by the municipality, including: (i) property located within a designated enterprise zone pursuant to K.S.A. 12-17,107 through 12-17,113; and (ii) property which is "blighted" as defined in the TIF Act and, specifically, in K.S.A. 12-1770a(c).

On November 17, 2011, the Unified Government of Wyandotte County/Kansas UG, Kansas (the "**UG**"), after conducting a duly noticed public hearing in accordance with the TIF Act, found that certain real property generally described as an area bounded by Metropolitan Avenue on the South, S. 24th Street on the West, railroad tracks on the North, and 18th Street Expressway on the East, all in Kansas City, Wyandotte County, Kansas (the "**Original Property**"), is located within a designated enterprise zone pursuant to K.S.A. 12,17-107 through 12,17-113. Based, in part, upon such finding, through the adoption of Ordinance No. O-51-11, the UG established a redevelopment district called the Metropolitan Avenue Redevelopment District (the "**Original District**") that encompasses the Original Property and the adjacent public right-of-way.

On June 15, 2017, the UG, after conducting a duly noticed public hearing in accordance with the TIF Act, found that certain real property generally located at the southeast corner of S. 21st Street and Metropolitan Avenue in Wyandotte County, Kansas City, Kansas (the "**Additional Property**"), is located within a "blighted" area as defined in the TIF Act and, specifically, in K.S.A. 12-1770a(c). Based, in part, upon such finding, through the adoption of Ordinance No. O-11-17, the UG properly amended the boundaries of the Original District to include the Additional Property (as amended, the "**District**"), all in accordance with the TIF Act.

B) Redevelopment Project

Argentine Betterment Corporation, a Kansas corporation, and its successors and assigns (collectively, the "**Developer**"), is pleased to present this Redevelopment Project Plan for the Metropolitan Avenue Redevelopment District Redevelopment Project Area 3 (this "**Redevelopment Plan**") to the UG for its consideration and approval. The term of the Redevelopment Plan shall not exceed twenty (20) years and shall commence upon the UG's approval of the same.

The TIF Act requires that this Redevelopment Plan be prepared in consultation with the UG. As part of that consultation, the UG's Planning Commission must make a finding as to whether the development components of the Redevelopment Plan are consistent with the intent of the UG's Comprehensive Plan.[1]

This Redevelopment Plan contemplates the redevelopment of the Additional Property, which is comprised of approximately 3+/- acres located generally at the southeast corner of S. 21st Street and Metropolitan Avenue in Kansas City, Wyandotte County, Kansas, and any and all right-of-way adjacaent thereto (the "**Project Area**"). The redevelopment project contemplates: (i) acquisition of the Additional Property; (ii) grading, site work and infrastructure improvements to bring all or a porton of the Project Area into a pad-ready condition; (iii) the construction of an approximately 4,000 square foot dual-flag quick-serve restaurant use and/or other restaurant uses within the Project Area; and (iv) all other work and improvements related to the Project to the extent allowable in accordance with the TIF Act (collectively, the "**Project**"). A site plan depicting the general development concept is attached hereto as Exhibit A.

The foregoing description of uses, and the buildings the Developer plans to construct for such uses within the Project Area, is not intended to be inflexible, and this Redevelopment Plan contemplates reasonable variations from the descriptions of the Project above, subject to the terms and conditions of a development agreement to be entered into between Developer and the UG (the "**Development Agreement**"), but (consistent with the District Plan, as defined herein) generally allowing for commercial development including, but not limited to, some or all of the following uses: retail, restaurant, structured or surface parking, as well as all associated public and private infrastructure, and other items allowable under the TIF Act.

In its current condition, the real property within the Project Area is blighted and economically underutilized. The Developer's intent is to revelop the Project Area into one or more quick-serve restaurant uses that will provide additional dining and employment opportunities for the residents of the UG. This Redevelopment Plan is premised on the need for a combination of public and private financing to reach the mutual goals of the UG and the Developer in developing the Project.

As shown herein, this Redevelopment Plan proposes to finance Reimbursable Project Costs (as defined in Section III.D.2 below) by capturing through TIF 100% of the real property "Tax increment" (as defined in the TIF Act) (the "**Real Property Tax Increment**") each year through year twenty (20).

Based on projections of real property values within the Project Area over the term of this Redevelopment Plan, it is estimated that the TIF will generate present value revenues ("**TIF Revenues**") of approximately $292,381[2] (present value at 5.75%) from the Project Area, not including financing and interest expenses. As permitted by the TIF Act, TIF Revenues generated

[1] In accordance with the TIF Act, on [____________], 2018, the Planning Commission found that this Redevelopment Plan is consistent with the intent of the UG's comprehensive plan for the development of the city.

[2] All figures and projections set forth in this Redevelopment Plan (including all exhibits hereto) with respect to Project scope, sizing, cost, timing and revenue projections are estimates only and subject to change in the Developer's discretion, including (without limitation) as actual costs are incurred and revenues received. The TIF Revenues projected to be generated from the Project are stated herein for illustration purposes only, and shall not be construed as a cap on TIF reimbursement to Developer or otherwise.

by the Project Area may be utilized to pay for Reimbursable Project Costs incurred in connection with the same.

In addition to the TIF Revenues, it is anticipated that the Project will also utilize other public financing sources, which may include some or all of the following:

1) A Community Improvement District ("**CID**") coterminous with the boundaries of the Project Area, and a one percent (1.00%) CID sales tax therein (the "**CID Sales Tax**") on the sale of tangible personal property at retail or the rendering or furnishing of services which are taxable pursuant to the Kansas Retailers Sales Tax Act (K.S.A. 79-3601 *et seq.*) within the CID, for a period of twenty-two (22) years beginning upon the imposition of the CID Sales Tax, all in accordance with K.S.A. 12-6a26 *et seq*. (the "**CID Act**"). All revenues generated by the CID Sales Tax will be available to reimburse costs of the Project to the fullest extent allowable under the CID Act, and will be in addition to the TIF Revenues available for reimbursement of Reimbursable Project Costs (as defined herein);

2) Dedication, pursuant to the UG's home rule authority under Article 12, Section 5 of the Constitution of the State of Kansas, of a portion of the sales and use taxes imposed pursuant to K.S.A. 12-187 *et seq.*, specifically identified as and limited to: (i) 1% general sales tax of the current City of Kansas City sales tax rate of 1.625% (excluding the 0.25% UG EMS sales tax and the 0.375% UG public safety and neighborhood infrastructure tax); and (ii) the UG's share of the Wyandote County 1% sales tax, which is currently 93.84%; for a combined total rate of approximately 1.9384% to be imposed on all taxable sales that occur within the Project Area (the "**Local Sales Tax Dedication**");

3) The UG will make a one-time economic development upfront cash contribution to the Project in the amount of Four Hundred Thousand and 00/100 Dollars ($400,000.00) (the "**Economic Development Contribution**"); and

4) The U.S. Department of Health & Human Services will make a one-time grant to the Project in the amount of Six Hundred Thousand and 00/100 Dollars ($600,000.00) (the "**Federal Grant**").

The CID Sales Tax, the Local Sales Tax Dedication, the Economic Development Contribution and the Federal Grant are all assumed in the feasibility study discussed in Section III.D below.

II. PROJECT DEVELOPMENT TEAM AND CONSULTANTS

- Argentine Betterment Corporation
- Ferguson Properties
- Polsinelli PC

III. REDEVELOPMENT PROJECT PLAN

A) Description & Map of Project Area

A map generally depicting the Project Area is attached hereto as Exhibit B, and a legal description of the Project Area is attached hereto as Exhibit C.

B) Established Redevelopment District & Reference to District Plan

The Project Area is within the District established by the UG's Governing Body on November 17, 2011 pursuant to Ordinance No. O-51-11, and amended to include the Additional Property pursuant to Ordinance No. O-11-17 adopted by the UG's Governing Body on June 15, 2017, a copy of which is attached hereto as Exhibit D. This Redevelopment Plan is consistent with the District and the District Plan, as described in said Ordinance No. O-11-17 (the "**District Plan**"), which District Plan is incorporated herein by this reference as though fully set forth herein.

C) Detailed Description of Buildings & Facilities

The Project contemplates acquisition of the Additional Property, and the development and redevelopment of the Project Area to consist of: (i) grading, site work and infrastructure improvements to bring all or a portion of the Project Area into a pad-ready condition; (ii) the construction of an approximately 4,000 square foot dual-flag quick-serve restaurant use and/or other restaurant uses within the Project Area; and (iii) all other work and improvements related to the Project to the extent allowable in accordance with the TIF Act.

Notwithstanding the foregoing, the parcel(s) located within the Project Area shall not be limited to the uses described in this section, and may be used for any use permitted by the District Plan.

D) Summary of Feasibility Study

A study was performed to determine whether the Project's estimated benefits, Real Property Tax Increment, and other revenues (including, without limitation, the CID Sales Tax, the Local Sales Tax Dedication, the Economic Development Contribution and the Federal Grant) are expected to exceed the cost, and that the income therefrom will be sufficient to pay the costs of the Project. This effort involved using consultants with experience and expertise in the actual design, development, financing, management and leasing of projects of similar scope and nature. 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, including land acquisition, and hard and soft costs, is approximately $1,967,600. As determined from contract prices, engineering estimates and estimates made by the UG and the Developer, a breakdown of the estimated costs by category is set forth below (see Exhibit E for a detailed budget):

Description	Cost
Acquisition Costs	$ 32,000
Hard Costs	$ 1,417,500
Soft Costs	$ 518,100
Total	**$ 1,967,600**

2. Eligible Costs

Pursuant to the TIF Act, only certain redevelopment project costs are eligible for TIF financing and reimbursement ("**Reimbursable Project Costs**"). Of the total costs listed above, approximately $860,775, along with interest on borrowed money for the Project, are estimated to qualify under the TIF Act as Reimbursable Project Costs for reimbursement to Developer to pay for Project costs. These Reimbursable Project Costs are set forth by category and amount below:

Description	Cost
Acquisition Costs	$ 32,000
Hard Costs	$ 525,000
Soft Costs	$ 303,775
Total	**$ 860,775**

It is anticipated that the Developer will be reimbursed under this Redevelopment Plan on a "pay-as-you-go" method (as defined in the TIF Act).

3. Project Revenues

The present value of TIF Revenues generated over the term of this Redevelopment Plan, as allowed by the TIF Act, is estimated to be approximately $292,381 (present value of 5.75%) for the Project Area. TIF Revenue projections are set forth in Exhibit F attached hereto. Pursuant to the TIF Act, TIF Revenues can be generated from: (a) Real Property Tax Increment; and (b) local sales tax increment. However, this Redevelopment Plan contemplates that only Real Property Tax Increment will be utilized under the TIF Act and under the TIF structure to pay for Reimbursable Project Costs, and that the local sales tax increment will not be captured pursuant to the TIF Act. Instead, as referenced elsewhere herein, this Redevelopment Plan contemplates that 100% of the local sales tax revenues generated within the Project Area, but limited to the Local Sales Tax Dedication (as defined above), will be dedicated to the Project and granted to the Developer outside of the TIF structure, and outside of the TIF Act, pursuant to the UG's home rule authority under Article 12, Section 5 of the Constitution of the State of Kansas.

Real Property Tax Increment Captured

According to the Wyandotte County Appraiser's Office, the 2011 base assessed valuation for the Project Area is $0.00. This serves as the base assessed valuation against which the Real Property Tax Increment can be compared in order to determine the amount of TIF Revenues that will be generated by the Project Area.

This Redevelopment Plan proposes to finance Reimbursable Project Costs by capturing 100% of the Real Property Tax Increment increment each year during the term of this Redevelopment Plan through year twenty (20).

4. Tax Increment Revenues

Based on the Project Area's projected captured Real Property Tax Increment as heretofore described, it is estimated that a present value of $292,381 (present value at 5.75%) will be generated within the Project Area and available to pay for Reimbursable Project Costs.

5. Significant Contribution to Economic Development of the City

The Project contemplated in this Redevelopment Plan will provide significant economic development for the UG by, among other things, providing increased tax revenues to the UG, redeveloping property which is currently economically underutilized and blighted, increasing employment opportunities and dining opportunities for area residents, and creating general commerce for the UG. The feasibility study demonstrates that the benefits derived from the development contemplated in this Redevelopment Plan will exceed the costs and that the income from the Project will be sufficient to pay the costs of the P.

6. Sufficiency of Tax Increment Revenues Compared to Project Costs

The total of the Reimbursable Project Costs that can be financed under the TIF Act are limited by the amount of TIF Revenues generated within the Project Area. Thus by operation, the TIF Revenues will always equal or exceed the amount of the Reimbursable Project Costs. Based on this Redevelopment Plan's (1) Reimbursable Project Costs and (2) present value of TIF Revenues, the TIF Revenues are expected to pay for the Reimbursable Project Costs as contemplated under the TIF Act *when supplemented by the CID Sales Tax revenues, as heretofore described, private debt and equity and other public and private sources (including, without limitatation, the Local Sales Tax Dedication, the Economic Development Contribution and the Federal Grant)*.

- Estimated Project Area Costs — $ 1,967,600
- Project Area TIF Revenue (present value of 5.75%) — $292,381

Given that only TIF Revenues generated within the Project Area will be utilized to implement this Redevelopment Plan, there is no anticipated impact on special obligation bonds payable from revenues described in K.S.A. 12-1774(a)(1)(D), and amendments thereto.

E) Meetings and Minutes

Upon approval of this Redevelopment Plan, the UG Clerk will attach the minutes of all UG meetings where the Project was discussed as Exhibit G.

F) Relocation Assistance Plan

Other than immediately adjacent public right-of-way, the Developer intends to acquire all real property within the Project Area. The site is currently vacant and thus, the Project will not require the relocation of any tenant. However, for the purpose of complying with K.S.A. 12-1772(a)(4) and 12-1777, the relocation assistance plan, if necessary, shall be as follows:

- In the event the UG acquires any real propery within the Project Area in carrying out the provisions of the TIF Act, and, as a result, any persons, families or businesses move from real property located in the Project Area or move personal property from real property located in the Project Area, the Developer shall make at least a $500 payment to such persons, families or businesses.

- Further, no persons or families residing in the Project Area shall be displaced unless and until there is a suitable housing unit available and ready for occupancy by such displaced person or family at rents within their ability to pay, and such housing units shall be suitable to the needs of such displaced persons or families and must be decent, safe, sanitary and otherwise standard dwelling.

- Finally, in the event a retailer (as defined by K.S.A. 79-3702) sustains damages by reason of the liquidation of inventories necessitated by relocation from the Project Area, Developer shall pay reasonable damages to said retailer not to exeed $500.

IV. CONCLUSION

Based on the foregoing, this Redevelopment Plan proposes to utilize the Real Property Tax Increment to finance the Reimbursable Project Costs. The Developer hereby submits this Redevelopment Plan for public hearing and due consideration.

[Remainder of Page Intentionally Blank; Exhibits Follow]

Exhibit A

General Site Plan

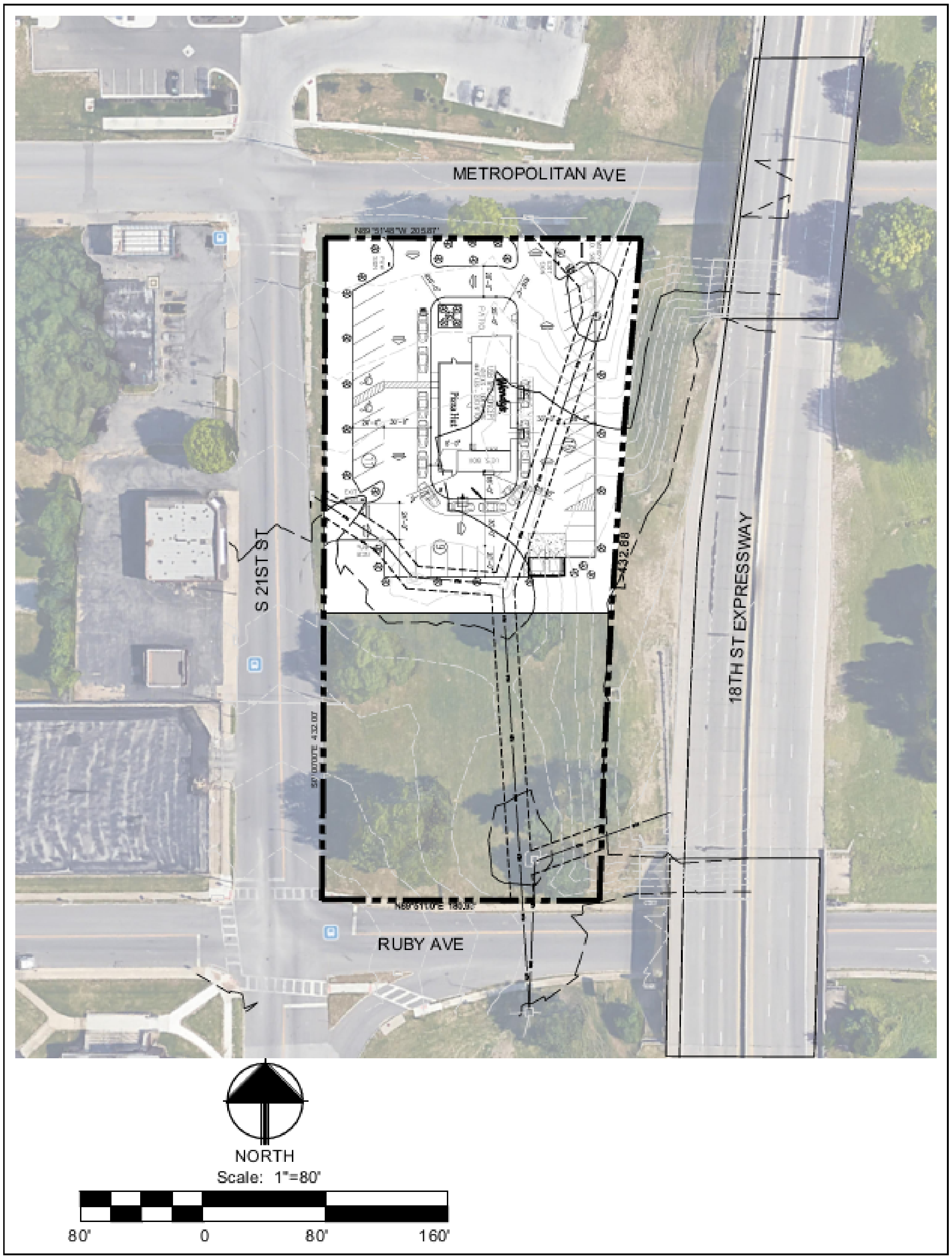

Exhibit B

General Depiction of Redevelopment Project Area

Exhibit C

Legal Description of Redevelopment Project Area

All of Block 24, Ewing's Addition to Argentine, Kansas, now in and a part of Kansas City, Kansas, situated in the Northeast Quarter of Section 29, Township 11 South, Range 25 East of the 6th P.M., Wyandotte County, Kansas, lying West of a line located 100.00 feet West of and parallel with the centerline of the 18th Street Expressway as depicted on Kansas Turnpike Authority plans for the 18th Street Expressway Project 2 and described as follows: BEGINNING at the Northwest corner of said Block 24; FIRST COURSE, thence South 00 degree 00 minutes 00 seconds West, 432.00 feet along the West line of said Block to the Southwest corner of said Block; SECOND COURSE, thence North 89 degrees 51 minutes 00 seconds East, 180.93 feet along the South line of said Block to a point 100.00 feet (measured radially) West of the centerline of said 18th Street Expressway; THIRD COURSE, thence Northeasterly on a curve located 100.00 feet West of and parallel with said centerline, said curve having a radius of 5729.58 feet to the right, an arc distance of 432.89 feet with a chord which bears North 03 degrees 18 minutes 09 seconds East, 432.78 feet to a point on the North line of said Block that is located 100.00 feet (measured radially) West of said centerline; FOURTH COURSE, thence South 89 degrees 51 minutes 00 seconds West, 205.87 feet along the North line of said Block to the POINT OF BEGINNING;

and

All of the South Sixty feet (S60') of Lot One (1), AND the South Forty-three feet (S43') of Lot Two (2), in Block Twenty-four (24), Ewings Addition to Argentine, now in and a part of Kansas City, Wyandotte County, Kansas;

and

Lots Three (3) and Four (4), Block Twenty-four (24), Ewings Addition to Argentine, now in and a part of Kansas City, Wyandotte County, Kansas;

and

The North Sixty feet (N60') of Lot One (1), AND the North Seventy-seven feet (N77') of Lot Two (2) in Block Twenty-four (24) in Ewings Addition, now and part of Kansas City, Wyandotte County, Kansas;

and

Any and all right-of-way adjacent thereto

Exhibit D

Redevelopment District Ordinance No. O-11-17

[ATTACHED ON FOLLOWING PAGE]

Exhibit E

Estimated Project Budget

ESTIMATED PROJECT BUDGET		
Category	**Est. Cost**	**TIF Reimbursable Project Costs**
Land Costs:		
Property Cost - Land Release Fee	$ 15,000	$ 15,000
Title (Lender Policy)	$ 2,000	$ 2,000
Phase I ESA	$ 3,500	$ 3,500
ALTA Survey (req for Survey Coverage on Lender Policy)	$ 6,500	$ 6,500
Appraisal	$ 5,000	$ 5,000
Total Land Costs:	**$ 32,000**	**$ 32,000**
Construction Costs:		
Building (Warm Shell & TI)	$ 850,000	$ -
Site Delivery to Building	$ 500,000	$ 500,000
Construction Contingency	$ 67,500	$ 25,000
Total Construction Costs:	**$ 1,417,500**	**$ 525,000**
Soft Costs:		
Design-Architectural, Structural & MEP Fees	$ 5,000	$ 1,250
Design- Civil Engineering	$ 45,000	$ 45,000
Geotechnical Engineering Reports	$ 4,500	$ 4,500
Design- Reproduction and Reimbursable Expenses	$ 2,500	$ 625
Plan Check & Review Fees	$ 2,500	$ 2,500
Building Permits	$ 15,000	$ 15,000
Impact Fees	$ 5,000	$ 5,000
Utility Tap & Connect Fees	$ 25,000	$ 25,000
Construction Special Inspections	$ 12,000	$ 3,000
Development Fee	$ 75,000	$ -
Construction Project Management & Administration	$ 55,000	$ 13,750
Placement & Financing Fee	$ -	$ -
Financing- Construction Interest	$ -	$ -
Financing- Inspection Fees	$ 4,000	$ 1,000
Insurance During Construction	$ 4,500	$ 1,125
Legal Expenses	$ 175,000	$ 175,000
Property Tax During Construction	$ 2,000	$ 2,000
Real Estate Commissions (Leasing)	$ 50,000	$ -
Soft Cost Contingency	$ 36,100	$ 9,025
Vacancy Carry (1 year on spec space base rent plus nets)	$ -	
Total Soft Costs:	**$ 518,100**	**$ 303,775**
TOTALS:	**$ 1,967,600**	**$ 860,775**

NOTE : The costs set forth herein are estimates only and subject to change as actual costs are incurred and incentives received. Amounts reimbursable to Developer are not limited by the individual line item amounts set forth above, and costs incurred in connection with the Project may be shifted among line items.

Exhibit F

Estimated TIF Revenues / Real Property Tax Increment Projections

Estimated TIF Revenues / Real Property Tax Increment Projections				
Year	Base Assessed	Projected Assessed	Base Sales	RE TIF Revenue (less 1% Admin. Fee)
1	$ -	$ -	$ -	$ -
2	$ -	$ 85,000	$ -	$ 12,344
3	$ -	$ 170,000	$ -	$ 24,688
4	$ -	$ 173,400	$ -	$ 25,182
5	$ -	$ 176,868	$ -	$ 25,686
6	$ -	$ 180,405	$ -	$ 26,200
7	$ -	$ 184,013	$ -	$ 26,724
8	$ -	$ 187,694	$ -	$ 27,258
9	$ -	$ 191,448	$ -	$ 27,803
10	$ -	$ 195,277	$ -	$ 28,359
11	$ -	$ 199,182	$ -	$ 28,926
12	$ -	$ 203,166	$ -	$ 29,505
13	$ -	$ 207,229	$ -	$ 30,095
14	$ -	$ 211,374	$ -	$ 30,697
15	$ -	$ 215,601	$ -	$ 31,311
16	$ -	$ 219,913	$ -	$ 31,937
17	$ -	$ 224,311	$ -	$ 32,576
18	$ -	$ 228,798	$ -	$ 33,227
19	$ -	$ 233,374	$ -	$ 33,892
20	$ -	$ 238,041	$ -	$ 34,570
Gross Revenues				**$ 540,980**
Net Present Value				**$ 292,381**

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Exhibit G

Minutes

[TO BE ATTACHED BY UG CLERK]

ORDINANCE NO. ______

A HOME RULE ORDINANCE OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, AUTHORIZING AN ECONOMIC DEVELOPMENT GRANT TO THE ARGENTINE BETTERMENT CORPORATION AND THE EXECUTION OF A DEVELOPMENT AGREEMENT WITH THE ARGENTINE BETTERMENT CORPORATION ALL FOR THE REDEVELOPMENT OF CERTAIN PROPERTY WITHIN THE METROPOLITAN AVENUE REDEVELOPMENT DISTRICT.

WHEREAS, the governing body of the Unified Government of Wyandotte County/Kansas City, Kansas (the "Unified Government"), acting in its capacity as a city of the first class, has considered the needs of the Unified Government for redevelopment of certain property located within Project Area 3 of the Metropolitan Avenue Redevelopment District for the stimulation and fostering of economic development in the Unified Government and its environs in order to enhance and provide for the general and economic development and welfare of the Unified Government and its citizens; and

WHEREAS, the Argentine Betterment Corporation (the "Developer") has proposed the redevelopment of Project Area 3 of the Metropolitan Avenue Redevelopment District as described in Ordinance O-____-18 of the Unified Government, including site acquisition, grading, site work and infrastructure improvements to the site to bring all or a portion of the site into a pad-ready condition, the construction of an approximately 4,000 square foot dual-flag quick-service restaurant on the site, and all other work and improvements related thereto, all within (the "Project"), and further development of the Project including construction of construction of an approximately 4,000 square foot dual-flag quick-service restaurant, parking facilities, signage, landscaping, infrastructure improvements and all other necessary and related improvements described in a final development plan to be approved by the Unified Government (the "Improvements"); and

WHEREAS, the Developer is willing to make the Improvements provided the Unified Government is willing to make an economic development grant in the amount equal to that portion of the local sales and use taxes received by the Unified Government which are imposed pursuant to K.S.A. 12-187 *et seq.*, but limited to the 1% general sales tax of the current City of Kansas City sales tax rate of 1.625% (i.e., excluding the 0.25% UG EMS sales tax and the 0.375% UG public safety and neighborhood infrastructure tax), plus the Unified Government's share of the current Wyandotte County 1% sales tax, which is currently 93.84%, all for a period of up to 20 years from the date Ordinance O-____-18 of the Unified Government is published (the "Grant") to reimburse the Developer for costs incurred in connection with the Project and the Improvements; and

WHEREAS, the Unified Government finds and determines that it is in the best interests of the Unified Government to contract for the development of the Project and the Improvements with the Developer and to make the Grant, all as further specified and subject to all the terms and conditions provided in that certain Redevelopment Agreement for Project Area 3 of the Metropolitan Avenue Redevelopment District (the "Development Agreement"), in substantially the form presented to the governing body at this meeting; and

WHEREAS, K.S.A. 12-1617h (the "Act") authorizes the Unified Government to levy a tax and expend public funds for economic development purposes, but by its terms, the Act is not the exclusive means of providing such funds and recognizes and acknowledges that the Unified Government may, in its discretion, exercise any other lawful authority to provide funds for such purposes; and

WHEREAS, Article 12, § 5 of the Constitution of the State of Kansas (the "Home Rule Amendment") empowers cities to determine their local affairs and government and provides that such power and authority granted thereby to cities shall be liberally construed for the purpose of giving to cities the largest measure of self-government; and

WHEREAS, the Unified Government is a city within the meaning of the Home Rule Amendment; and

WHEREAS, there is no enactment of the Kansas legislature which prohibits a city from using non-dedicated sales tax proceeds to provide funds for an economic development grant; and

WHEREAS, the governing body of the Unified Government hereby further finds and determines that it is necessary and advisable and in the interest of the public health, safety and welfare, including economic development, of the Unified Government, to authorize by home rule ordinance the Grant to be used in connection with the Project and the Improvements.

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

Section 1. **Economic Development Grant**. The governing body of the Unified Government hereby finds and determines that the Project and the Improvements, and the Grant (subject to the terms and conditions contained in the Development Agreement), will stimulate and foster economic development in the Unified Government and its environs in order to enhance and provide for the general and economic development and welfare of the Unified Government and its citizens.

Section 2. **Execution of Development Agreement**. The Mayor and Clerk are hereby authorized and directed to execute and deliver the Development Agreement on behalf of and as the act and deed of the Unified Government.

Section 3. **Further Authority.** The officials of the Unified Government, the Unified Government's attorney, and other consultants are authorized to proceed with such planning and document preparation as necessary under the Development Agreement and all related documents in order to comply with the intent of this ordinance, subject to final approval of such documents by the governing body.

Section 4. **Effective Date**. This Home Rule Ordinance shall be effective from and after final passage by the governing body, approval and signature by the Mayor and publication once in the official Unified Government newspaper.

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PASSED by the governing body of the Unified Government of Wyandotte County/Kansas Citym Kansas, on ____________ ___, 2018 and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

____
Mayor

ATTEST:

____
Clerk

(Signature Page to Ordinance)