



The City of Lee's Summit
Final Agenda
City Council - Regular Session

Thursday, December 1, 2016

6:15 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

(816) 969-1000

REGULAR SESSION NO. 19

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF AGENDA

1. PUBLIC COMMENTS:

(NOTE: Total time for Public Comments will be limited to 10 minutes.)

2. COUNCIL COMMENTS:

(NOTE: Total time for Council Comments will be limited to 5 minutes.)

3. APPROVAL OF CONSENT AGENDA:

Items on the Consent Agenda are routine business matters for action by the City Council with no public discussion. All items have been previously discussed in Council Committee and carry a Committee recommendation. Consent agenda items may be removed by any Councilmember for discussion as part of the regular agenda.

- A. [2016-0725](#) Approval of Action Letters from November 3rd and 17th, 2016.

- B. [2016-0730](#) MAYOR'S APPOINTMENTS:
 - Board of Adjustments: Reappoint Mike Atcheson, term to expire 12-17-21.
 - Board of Appeals: Reappoint Robert Crance, Steve Patterson and Pam Schleiden, terms to expire 12-1-19.
 - Human Services Advisory Board: Appoint Rachel Segobia, term to expire 01-20-19.
 - Tax Increment Financing Commission: Appoint Tim Shroust and James Freeman, terms to expire 12-15-20.

- C. [2016-0731](#) Approval of Type G-3 and S Liquor License for Jazzy B's, 1803 NE Colbern Road.

4. PROPOSED ORDINANCES:

- A. [BILL NO. 16-248](#) AN ORDINANCE DECLARING THE RESULTS OF THE NOVEMBER 8, 2016, SPECIAL ELECTION FOR THE CITY OF LEE'S SUMMIT, MISSOURI.
- B. [BILL NO. 16-249](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GREENWOOD, MISSOURI AND THE CITY OF LEE'S SUMMIT, MISSOURI FOR FIRE TRAINING. (PSAB 11-15-16)
- C. [BILL NO. 16-250](#) AN ORDINANCE APPROVING THE TAX INCREMENT FINANCING CONTRACT BETWEEN THE CITY OF LEE'S SUMMIT AND M-III LONGVIEW, LLC, FOR THE NEW LONGVIEW TAX INCREMENT FINANCING PLAN AND THE SECOND AMENDED AND RESTATED LONGVIEW FARM TAX INCREMENT FINANCING PLAN.

5. PRESENTATIONS:

- A. [2016-0751](#) Lee's Summit City Council Long-Term Strategic Planning and Goal Setting

6. COMMITTEE REPORTS (Committee chairs report on matters held in Committee):

7. COUNCIL ROUNDTABLE:

8. STAFF ROUNDTABLE:

9. ADJOURNMENT

Unless determined otherwise by the Mayor and City Council, no new agenda items shall be considered after 11:00 p.m.

For your convenience, City Council agendas, as well as videos of City Council and Council Committee meetings, may be viewed on the City's Internet site at "www.cityofls.net".

Packet Information

File #: 2016-0725, **Version:** 1

Approval of Action Letters from November 3rd and 17th, 2016.



The City of Lee's Summit
Action Letter
City Council - Regular Session

Thursday, November 3, 2016

6:15 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

(816) 969-1000

REGULAR SESSION NO. 17

CALL TO ORDER

Mayor Rhoads called Regular Session No. 17 to order at 6:15 p.m.

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

Councilmember Moreno absent at Roll Call, was present at 6:24 p.m.

Present: 8 - Councilmember Rob Binney
Councilmember Trish Carlyle
Councilmember Phyllis Edson
Councilmember Craig Faith
Councilmember Diane Forte
Councilmember Chris Moreno
Councilmember Dave Mosby
Councilmember Diane Seif

APPROVAL OF AGENDA

ACTION: On motion of Councilmember Binney, second by Councilmember Forte, the Council voted unanimously (Councilmember Moreno "Absent") to approve the published agenda.

1. PUBLIC COMMENTS:

Mrs. Fike stated her concerns about water quality and does not feel District 4 is represented on the Council.

2. COUNCIL COMMENTS:

There were no Council Comments.

3. APPROVAL OF CONSENT AGENDA:

ACTION: A motion was made by Councilmember Binney, seconded by Councilmember Carlyle, that Cosent Agenda Items 3 A & B be approved. The motion carried by a unanimous vote (Councilmember Moreno "Absent").

City Council - Regular Session

Action Letter

November 3, 2016

- A. [2016-0646](#) Approval of Action Letters from October 6, 13 and 20, 2016.

ACTION: A motion was made by Councilmember Binney, seconded by Councilmember Carlyle, that the Action Letters from October 6, 13 and 20th be approved as part of the Consent Agenda. The motion carried by a unanimous vote (Councilmember Moreno "Absent").

- B. [2016-0604](#) Mayor's Appointments:
Industrial Development Authority: Appoint Tyler Morehead, and reappoint Jody Carroll and Keith Fenwick, terms to expire 11-4-22.

Land Clearance Redevelopment Authority: Appoint Shelley Temple-Knuevean, term to expire 9-1-20, and John Lovell, term to expire 9-1-18.

ACTION: A motion was made by Councilmember Binney, seconded by Councilmember Carlyle, that the Mayor's Appointments be approved as part of the Consent Agenda. The motion carried by a unanimous vote (Councilmember Moreno "Absent").

4. **PROPOSED ORDINANCES:**

- A. [BILL NO. 16-231](#) AN ORDINANCE ACCEPTING FINAL PLAT ENTITLED "TRAILS OF PARK RIDGE, 2ND PLAT, LOTS 30-57", AS A SUBDIVISION TO THE CITY OF LEE'S SUMMIT, MISSOURI.

ACTION: A motion was made by Councilmember Mosby, seconded by Councilmember Seif, that Bill No. 16-231 be adopted and numbered Ord. No. 8007. The motion carried by the following vote:

Aye: 8 - Councilmember Binney
Councilmember Carlyle
Councilmember Edson
Councilmember Faith
Councilmember Forte
Councilmember Moreno
Councilmember Mosby
Councilmember Seif

Enactment No: Ord. No. 8007

- B. [BILL NO. 16-232](#) AN ORDINANCE APPROVING A PRELIMINARY DEVELOPMENT PLAN ON LAND GENERALLY LOCATED AT THE NORTHEAST CORNER OF SW VIEW HIGH DR. AND SW 3RD ST. FOR VILLAGE AT VIEW HIGH APARTMENTS, ALL IN ACCORDANCE WITH THE PROVISIONS OF UNIFIED DEVELOPMENT ORDINANCE, NO. 5209, FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

ACTION: A motion was made by Councilmember Forte, seconded by Councilmember Carlyle, that Bill No. 16-232 be adopted and numbered Ord. No. 8008. The motion carried by the following vote:

City Council - Regular Session

Action Letter

November 3, 2016

Aye: 8 - Councilmember Binney
Councilmember Carlyle
Councilmember Edson
Councilmember Faith
Councilmember Forte
Councilmember Moreno
Councilmember Mosby
Councilmember Seif

Enactment No: Ord. No. 8008

- C.** [BILL NO. 16-233](#) AN ORDINANCE AUTHORIZING EXECUTION OF MODIFICATION NO. 5 TO THE AGREEMENT WITH CRAWFORD, MURPHY AND TILLY, INC. FOR ON CALL ENGINEERING SERVICES FOR THE AIRPORT (RFQ 2015-300) IN THE AMOUNT OF \$376,596.01 FOR DESIGN ENGINEERING SERVICES FOR TAXIWAY PAVING OF TAXIWAY ALPHA AND OTHER INCIDENTAL WORK. (BOAC 10-31-16)

ACTION: A motion was made by Councilmember Moreno, seconded by Councilmember Seif, that Bill No. 16-233 be adopted and numbered Ord. No. 8009. The motion carried by the following vote:

Aye: 8 - Councilmember Binney
Councilmember Carlyle
Councilmember Edson
Councilmember Faith
Councilmember Forte
Councilmember Moreno
Councilmember Mosby
Councilmember Seif

Enactment No: Ord. No. 8009

- D.** [BILL NO. 16-234](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF AN REAL ESTATE CONTRACT AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND DE JARNETTE ENTERPRISES, INC., GRANTING THE PURCHASE OF A BUILDING, FIXTURES AND OTHER PERMANENT IMPROVEMENTS AND PERSONAL PROPERTY LOCATED AT 2525 NE DOUGLAS IN THE AMOUNT OF \$1,500,000 FOR THE PURPOSE OF OPERATING AN AERONAUTICAL SERVICES CENTER ENGAGED IN THE STORAGE OF AIRCRAFT, ELECTRONIC TESTING SITE, AND RENTAL SPACE FOR OFFICES AND AVIATION OPERATIONS. (BOAC 10-31-16)

ACTION: A motion was made by Councilmember Carlyle, seconded by Councilmember Seif, that Bill No. 16-234 be adopted and numbered Ord. No. 8010. The motion carried by the following vote:

Aye: 8 - Councilmember Binney
Councilmember Carlyle
Councilmember Edson
Councilmember Faith
Councilmember Forte
Councilmember Moreno
Councilmember Mosby
Councilmember Seif

City Council - Regular Session

Action Letter

November 3, 2016

Enactment No: Ord. No. 8010

- E. [BILL NO. 16-235](#) AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND PREMIERLIFE REAL ESTATE HOLDINGS, A MISSOURI NOT FOR PROFIT CORPORATION, OUTLINING THE TERMS AND CONDITIONS OF THE PROPERTY ACQUISITION BY THE CITY OF LEE'S SUMMIT, MISSOURI FOR USE AS THE LOCATION OF A NEW FIRE STATION NO. 3 GENERALLY LOCATED ON NW PRYOR ROAD IN LEE'S SUMMIT, MISSOURI.

ACTION: A motion was made by Councilmember Binney, seconded by Councilmember Carlyle, that Bill No. 16-235 be adopted and numbered Ord. No. 8011. The motion carried by the following vote:

Aye: 6 - Councilmember Binney
Councilmember Carlyle
Councilmember Edson
Councilmember Forte
Councilmember Moreno
Councilmember Seif

Nay: 1 - Councilmember Mosby

Abstain: 1 - Councilmember Faith

Enactment No: Ord. No. 8011

5. **PROCLAMATIONS:**

- A. [2016-0651](#) November 2016 Educational Theatre Month
Mayor Rhoads read a proclamation for theater students from Lee's Summit West, who will be performing "Mary Poppins" later this month.

ACTION: No Council Action.

6. **PRESENTATIONS:**

- A. [2016-0436](#) Update on FY17 Snow Plan
Mr. Shawn Graff, Assistant Director of Public Works Operations, provided the Council with the City's plan to handle snow events.
ACTION: No Council Action required.
- B. [2016-0521](#) Public Works Department Re-Accreditation Presentation by the American Public Works Association (APWA)
American Public Works Association (APWA) Director of Region VI Chuck Williams recognized Public Works for the department's third APWA re-accreditation, received on July 28, 2016. He also recognized Ms. Dena Mezger, Public Works Director, on the distinguished honor of being named as one of the "Top Ten Public Works Leaders of the Year" by APWA.

ACTION: No Council Action required.

- C. [2016-0583](#) Lee's Summit Economic Development Council (LSEDC) Quarterly Report - 3rd Quarter 2016

Mr. Rick McDowell, Executive Director of the Economic Development Council (EDC), provided his quarterly report on the Council's progress.

ACTION: No Council Action required.

7. **PUBLIC HEARINGS (Sworn):**

- A. [2016-0571](#) CONTINUED PUBLIC HEARING - Appl. #PL2016-149 - REZONING from AG and CP-1 to PMIX and PRELIMINARY DEVELOPMENT PLAN - The Residences at Echelon, approximately 24 acres located at the northwest corner of SW M-150 Hwy. and SW Hollywood Dr.; Engineering Solutions, LLC, applicant.
(Note: This Public Hearing was continued from October 20, 2016 per Council's request.)

Mayor Rhoads closed the regular session at 8:03 p.m., opened the public hearing and requested that all those interested in testifying be sworn in by the City Clerk.

Mr. Bob McKay, Director of Planning and Development, addressed the concerns voiced by the Council at the last meeting, which were traffic, density, building height and visibility, and the reason for the PMIX zoning. This was a third-tier property and not well-suited for retail or office.

Mr. Matt Schlicht with Engineering Solutions answered questions from the Council regarding potential residents, which they estimated would be 1.5 per unit.

Hearing no further testimony, Mayor Rhoads closed the public hearing at 8:41 p.m. and reconvened the regular session.

Councilmember Binney thought this application seemed messy.

ACTION: A motion was made by Councilmember Moreno, seconded by Councilmember Faith, to direct staff to present an ordinance approving Application #PL2016-149 - REZONING from AG and CP-1 to PMIX and PRELIMINARY DEVELOPMENT PLAN - The Residences at Echelon, approximately 24 acres located at the northwest corner of SW M-150 Hwy. and SW Hollywood Dr.; Engineering Solutions, LLC, applicant, subject to staff's letter dated September 23, 2016, Items 1 - 5, and approving the requested modification. The motion carried by the following vote:

Aye: 5 - Councilmember Carlyle
Councilmember Faith
Councilmember Moreno
Councilmember Mosby
Councilmember Seif

City Council - Regular Session

Action Letter

November 3, 2016

Nay: 3 - Councilmember Binney
Councilmember Edson
Councilmember Forte

- B. [2016-0427](#) PUBLIC HEARING - Appl. #PL2016-158 - REZONING from CP-2, PI and PMIX to PMIX and CONCEPTUAL DEVELOPMENT PLAN - approximately 237 acres generally bounded by Pine Tree Plaza, US 50 Hwy, Adesa property, Jefferson St, Persels (west of M-291 Hwy), 16th St (east of M-291 Hwy), Union Pacific Railroad right-of-way and South M-291 Hwy; City of Lee's Summit, applicant.

NOTE: Councilmember Moreno away from the table at 9:10 p.m.

Mayor Rhoads closed the public hearing at 9:10 p.m., opened the public hearing and requested that all those interested in testifying be sworn in by the City Clerk.

Mr. Bob McKay, Director of Planning and Development, submitted Exhibits 1-18, which were accepted and entered into the record by Mayor Rhoads.

Mr. McKay presented EnVision LS, which was the rezoning and conceptual development plan for the described area. Mr. Ferdinand Nieman was present on behalf of the Westcott Company.

NOTE: Councilmember Moreno returned to the table at 9:20 p.m.

Hearing no further testimony, Mayor Rhoads closed the public hearing at 9:42 p.m. and reconvened the regular session.

ACTION: A motion was made by Councilmember Moreno, seconded by Councilmember Edson, to direct staff to present an ordinance approving Application #PL2016-158 - REZONING from CP-2, PI and PMIX to PMIX and CONCEPTUAL DEVELOPMENT PLAN - approximately 237 acres generally bounded by Pine Tree Plaza, US 50 Hwy, Adesa property, Jefferson St, Persels (west of M-291 Hwy), 16th St (east of M-291 Hwy), Union Pacific Railroad right-of-way and South M-291 Hwy; City of Lee's Summit, applicant. The motion carried by a unanimous vote.

- C. [2016-0534](#) PUBLIC HEARING - Appl. #PL2016-171 - UNIFIED DEVELOPMENT ORDINANCE (UDO) AMENDMENT #58 - Article 5 Zoning Districts & Article 9 Uses Permitted with Conditions, pet motel or training facility with outdoor exercise area as a permitted use in the CS and PI Districts and as a conditional use in the CP-2 District; Article 13 Signs, allowing neon signs in the CBD District; Article 8 Accessory Uses and Structures, prohibition of outdoor vending machines and a revision to the

encroachment policy language; City of Lee's Summit, applicant.

NOTE: Councilmember Moreno away from the table at 9:50 p.m.

Mayor Rhoads closed the public hearing at 9:50 p.m., opened the public hearing and requested that all those interested in testifying be sworn in by the City Clerk.

Mr. Bob McKay, Director of Planning and Development, submitted Exhibits 1-11, which were accepted and entered into the record by Mayor Rhoads.

Mr. McKay reviewed the proposed changes to the UDO.

Hearing no further testimony, Mayor Rhoads closed the public hearing at 9:58 p.m. and reconvened the regular session.

ACTION: A motion was made by Councilmember Carlyle, seconded by Councilmember Forte, to direct staff to present an ordinance approving Appl. #PL2016-171 - UNIFIED DEVELOPMENT ORDINANCE (UDO) AMENDMENT #58 - Article 5 Zoning Districts & Article 9 Uses Permitted with Conditions, pet motel or training facility with outdoor exercise area as a permitted use in the CS and PI Districts and as a conditional use in the CP-2 District; Article 13 Signs, allowing neon signs in the CBD District; Article 8 Accessory Uses and Structures, prohibition of outdoor vending machines and a revision to the encroachment policy language; City of Lee's Summit, applicant. The motion carried by a unanimous vote (Councilmember Moreno "Away From Table").

8. OTHER BUSINESS:

- A.** [BILL NO. 16-227](#) AN ORDINANCE GRANTING A CHANGE IN ZONING CLASSIFICATION FROM AG AND CP-1 TO PMIX ON LAND LOCATED AT THE NORTHWEST CORNER OF SW M-150 HIGHWAY AND SW HOLLYWOOD DRIVE AND APPROVING A PRELIMINARY DEVELOPMENT PLAN FOR THE RESIDENCES AT ECHELON ALL IN ACCORDANCE WITH THE PROVISIONS OF UNIFIED DEVELOPMENT ORDINANCE NO. 5209 FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

ACTION: A motion was made by Councilmember Moreno, seconded by Councilmember Seif, that Bill No. 16-227 be adopted and numbered Ord. No. 8012. The motion carried by the following vote:

Aye: 5 - Councilmember Carlyle
 Councilmember Faith
 Councilmember Moreno
 Councilmember Mosby
 Councilmember Seif

Nay: 3 - Councilmember Binney
 Councilmember Edson
 Councilmember Forte

Enactment No: Ord. No. 8012

- B.** [BILL NO.](#) AN ORDINANCE APPROVING APPLICATION #PL2016-158 - REZONING
[16-236](#) FROM CP-2, PI, AND PMIX to PMIX AND CONCEPTUAL DEVELOPMENT
PLAN - APPROXIMATELY 237 ACRES GENERALLY BOUNDED BY PINE TREE
PLAZA, US 50 HWY, ADESA PROPERTY, JEFFERSON STREET (WEST OF
M-291 HWY), 16TH STREET (EAST OF M-291 HWY), UNION PACIFIC
RAILROAD RIGHT OF-WAY AND SOUTH M-291 HWY; CITY OF LEE'S
SUMMIT, APPLICANT.

ACTION: A motion was made by Councilmember Seif, seconded by Councilmember Forte, that Bill No. 16-236 be adopted and numbered Ord. No. 8013. The motion carried by the following vote:

Aye: 8 - Councilmember Binney
 Councilmember Carlyle
 Councilmember Edson
 Councilmember Faith
 Councilmember Forte
 Councilmember Moreno
 Councilmember Mosby
 Councilmember Seif

Enactment No: Ord. No. 8013

- C.** [BILL NO.](#) AN ORDINANCE APPROVING APPLICATION PL2016-171- AMENDMENT
[16-237](#) #58 TO THE UNIFIED DEVELOPMENT ORDINANCE (UDO) - ARTICLE 5
ZONING DISTRICTS, ARTICLE 8 ACCESSORY USES AND STRUCTURES,
ARTICLE 9 USES PERMITTED WITH CONDITIONS AND ARTICLE 13 SIGNS;
CITY OF LEE'S SUMMIT, APPLICANT.

NOTE: Councilmember Binney returned to the table.

ACTION: A motion was made by Councilmember Binney, seconded by Councilmember Mosby, that Bill No. 16-237 be adopted and numbered Ord. No. 8014. The motion carried by the following vote:

Aye: 8 - Councilmember Binney
 Councilmember Carlyle
 Councilmember Edson
 Councilmember Faith
 Councilmember Forte
 Councilmember Moreno
 Councilmember Mosby
 Councilmember Seif

Enactment No: Ord. No. 8014

- D.** [2016-0634](#) Presentation - Chapter 100 Conceptual Incentive Request - Residences at
Echelon Multi-Family Residential Project.

Mr. Mark Dunning, Asst. City Manager, Development Services & Communications, reviewed the proposal, which would be for luxury multi-family development, and would be considered an incentive based on PILOTs (Payment In Lieu of Taxes). Mr. Evan Fitts, Polsinelli Law Firm, was also present.

A consensus from Council provided general direction that this application fits the City's Economic Development Policy and agrees with Chapter 100 policy.

9. COMMITTEE REPORTS (Committee chairs report on matters held in Committee):

Councilmember Seif reported that the Rules Committee voted to not bring forward additional restrictions on public comments. The agenda advises that comments are to be kept at a total of 10 minutes and the Committee would ask the Mayor to keep comments to the 10 minutes. The Committee also tabled discussion of an Ethics Policy until after the April election on the Charter Commission, which includes a requirement for an Ethics Policy.

10. COUNCIL ROUNDTABLE:

Councilmember Moreno wanted to know if there were limits on public comments in committee meetings. Mr. Arbo advised the adopted ordinance established public comments at each meeting. Mr. Head added whenever someone wants to speak and the City has provided an open mic, the City would have to let them talk. Councilmember Moreno stated the discussion at the Rules Committee meeting was not consistent with his request.

Councilmember Edson noted the issue of marijuana will not be on the State ballot but the LS CARES organization was asking the City to look at the topic.

Councilmember Mosby requested clarification on ordinances being considered the same night at public hearings. Mr. Head explained the Charter Commission was recommending seven days between the first and second reading of ordinances in certain circumstances. Mr. Arbo advised he will prepare a legislative history for the Council.

Councilmember Forte asked that two items be submitted for committee consideration: the use of 3D software for presentations on development applications; and, a review and reconsideration of the M-150 overlay.

Councilmember Binney reminded everyone of the public safety issue on next week's ballot.

11. STAFF ROUNDTABLE:

Mr. Arbo proudly mentioned the Water Utilities employees who recovered a toddler's \$7,000 hearing aid that fell off the top of a car and into a sewer drain. This caring and dedication is a common trait among Lee's Summit City employees. He also mentioned the Citizens Leadership Academy that will begin sessions in January. Four of the eight councilmembers have participated in this program.

12. ADJOURNMENT

There being no further business, Mayor Rhoads ADJOURNED the November 3, 2016, Lee's Summit City Council Regular Session No. 17 at 10:15 p.m.

For your convenience, City Council agendas, as well as videos of City Council and Council Committee meetings, may be viewed on the City's Internet site at "www.cityofls.net".



The City of Lee's Summit
Action Letter
City Council - Regular Session

Thursday, November 17, 2016

6:15 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

(816) 969-1000

REGULAR SESSION NO. 18

CALL TO ORDER

Mayor Rhoads called the November 17, 2016 Regular Session No. 18 to order at 6:15pm.

Present: 7 - Councilmember Rob Binney
Councilmember Trish Carlyle
Councilmember Phyllis Edson
Councilmember Diane Forte
Councilmember Chris Moreno
Councilmember Dave Mosby
Councilmember Diane Seif

Absent: 1 - Councilmember Craig Faith

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF AGENDA

COUNCIL ACTION: Motion was made by Councilmember Binney, seconded by Councilmember Forte, to approve the published agenda. On motion of Councilmember Seif, second by Councilmember Mosby, the Council voted 4 "aye" (Councilmembers Seif, Mosby, Edson and Moreno), 3 "no" (Councilmembers Binney, Carlyle and Forte), 1 "absent" (Councilmember Faith), by roll call vote to AMEND the agenda by removing Item. #7.C., BILL NO. 16-247.

1. PUBLIC COMMENTS:

Ms. Deborah Calhoun and Ms. Meagan Tripses with the Newberry Subdivision were present regarding the Transfer Station. (See below for copy of their comments.)

Mr. Dale Coy requested an ordinance to address litter being thrown on

City Council - Regular Session

Action Letter

November 17, 2016

lawns, particularly advertisements.

Mr. Brian Stanley felt the UDO provisions for single-family residential dwellings were too vague and should be reviewed, specifically the relationship between homeowner and those who rent rooms. Mr. Arbo will be in touch with Mr. Stanley.

LETTER FROM MS. CALHOUN AND MS. TRIPSES:

November 17, 2016

City of Lee's Summit Missouri
City Hall
200 SE Green
Lee's Summit, MO 64063

Dear Mayor and Members of the Lee's Summit City Council:

The City entered into a contract on March 1, 2016, with a company that Larry Giroux formed to sign the contract (Summit Waste Systems, LLC). It is apparently a subsidiary of another of his companies, Heartland Environmental Services, LLC. We also know that one of his companies bought the City's equipment for \$1.1 million. We are now learning that maybe it was back as far as 2014 that your predecessors initiated this.

Although we have studied the Unified Development Ordinance as you suggested, the City will not tell us (citizens and business owners--the taxpayers) any of the deadlines the Contractor must comply with, even though the UDO states that you shall. As a result, the City has not even disclosed the dates of the public hearings for the proposed land use for a trash transfer station, which is not permitted as a matter of right. The City and the Contractor knew that going in that the citizens and business owners of the City of Lee's Summit, Missouri must be included in public discussions on matters that affect the health, safety, and welfare of their persons, property, business interests, and hard-earned money.

As far as we know, the proposed trash transfer station is still in the design stage. According to the Contract at page 8, the City's financial responsibility for the costs of the design, permitting, and construction of the trash transfer station shall be limited to \$1.1 million, at no out-of-pocket costs to the Contractor. Now, it has come to our attention that the proposed trash transfer station is already around \$500,000.00 over budget. This is a 41 % increase above and beyond the City's \$1.1 million financial obligation if the trash transfer station is approved and may also be in addition to another \$200,000 above and beyond the \$1.1 million, if not more.

We contacted Mr. Hartnett who the City designated as its spokesman to us. He

claims to be unaware of any \$500,000+/- increase and said that the City paid SCS \$75,000 for their design services. In March 2016, however, the City is on record stating that SCS was owed \$262,444 even though the Contract was entered into on March 1, 2016 and limited the City's financial obligations to \$1.1 million. On November 16, 2016, City Attorney, Brian Head assured us that there is nothing on the City's agenda for its November 17, 2016, City Council meeting that concerns the proposed trash transfer station in any manner.

The Contract at pages 21-22 contains a financing contingency. The Contractor acknowledges that the continued performance by the City is contingent upon available funding and allocation of City funds and that the City's funds are limited to payment from available revenues and shall constitute a current expense of the City and not a debt of the City in contravention of any constitutional or statutory limitations or requirements concerning indebtedness by the City. Nor shall anything in the Contract constitute a pledge of the general tax revenues, funds, or moneys of the City.

At the time the City executed the Contract on March 1, 2016, it represented to the Contractor that the City's obligations under the Agreement have been funded and allocated for the Contract at least through the fiscal year ending June 30, 2016. As far as we are aware, the City paid the Contractor around \$130,000 for the compost pad to be constructed and paid \$30,000+/- to remove crushed rock from the edge of the landfill.

It was known if at any time *during* or prior to the design, construction, and/or permitting of a 500 ton/day trash transfer station that if it becomes evident that the necessary costs for the design, construction, and permitting exceed \$1.1 million and the City's governing body fails to approve and appropriate the necessary additional funding, the City shall not be obligated to continue to expend any of the remaining \$1.1 million in funds received from the Contractor and that the Contractor received \$1.1 million in equipment in exchange.

We know that if the cost exceeds \$1.1 million, that the City and Contractor agreed to negotiate in *good faith*, an equitable allocation of the excess costs in order to justify the excess costs borne by either party if such an agreement can be reached. If the City determines that the additional \$500,000 or \$700,000 in the planning stage is not justified or in keeping with its duties to its taxpaying citizens and business owners, the City will have met its obligations under the Contract.

In the event the City fails to approve and appropriate costs exceeding \$1.1 million, the Contractor is not obligated to perform. At that point, the Contractor shall have the right to terminate all or portions of the Contract with respect to the trash transfer station, and it may opt to keep portions of the Contract relating to the Landfill Closure and Yard Waste Program, or not. The Contract only allowed a request to extend the life of the Landfill by one year. Although a vertical extension was approved, the Landfill's life need not be extended; in

City Council - Regular Session

Action Letter

November 17, 2016

which case its closure will commence, beginning in 2016 as contemplated in the Contract.

If we understand the Contract correctly, because the cost exceeded the City's financial obligation before the permit stage for the land use that is not permitted as a matter of right for a trash transfer station, or the permitting stage for a trash transfer station from MDNR, the City is not obligated to pay the Contractor a \$200,000 demobilization fee.

We've done some research and have found that a comparable sized trash transfer station built in 2006 in the State of Missouri cost far more than \$1.1 million; and notably, none of the trash transfer stations we have looked into were built anywhere near schools, residential communities, or other businesses such as office buildings, restaurants, or retail shops.

We are requesting that this letter be incorporated in its entirety into the minutes of the November 17, 2016 City Council Meeting.

Sincerely,

Deborah Calhoon and Meagen Tripses
Newberry HOA

2. COUNCIL COMMENTS:

3. APPROVAL OF CONSENT AGENDA:

- A. [2016-0697](#) Approval of Type H, S and Tasting Liquor License for Summit Cellar & Spirits, 815 NE Lakewood Boulevard, Lee's Summit, MO 64064

COUNCIL ACTION: On motion of Councilmember Binney, seconded by Councilmember Forte, the Council voted unanimously (Councilmember Faith "Absent") to approve a Type H, S and Tasting Liquor License for Summit Cellar & Spirits, 815 NE Lakewood Boulevard as part of the Consent Agenda.

4. PROPOSED ORDINANCES:

- A. [BILL NO. 16-238](#) AN ORDINANCE VACATING A CERTAIN EASEMENT GENERALLY LOCATED EAST OF THE INTERSECTION OF SW KESSLER DRIVE AND SW LONGVIEW BOULEVARD IN THE CITY OF LEE'S SUMMIT, MISSOURI.

ACTION: A motion was made by Councilmember Forte, seconded by Councilmember Binney, that Bill No. 16-238 be adopted and numbered Ord. No. 8015. The motion carried by the following vote:

Aye: 5 - Councilmember Binney
Councilmember Edson
Councilmember Forte
Councilmember Mosby
Councilmember Seif

Away FT: 2 - Councilmember Carlyle
Councilmember Moreno

City Council - Regular Session

Action Letter

November 17, 2016

Aye: 7 - Councilmember Binney
Councilmember Carlyle
Councilmember Edson
Councilmember Forte
Councilmember Moreno
Councilmember Mosby
Councilmember Seif

Absent: 1 - Councilmember Faith

Enactment No: Ord. No. 8018

- E.** [BILL NO.](#) AN ORDINANCE ACCEPTING FINAL PLAT ENTITLED "MILL CREEK OF
[16-242](#) SUMMIT MILL, 6TH PLAT, LOTS 173-177", AS A SUBDIVISION TO THE
CITY OF LEE'S SUMMIT, MISSOURI.

ACTION: A motion was made by Councilmember Moreno, seconded by Councilmember Seif, that Bill No. 16-242 be adopted and numbered Ord. No. 8019. The motion carried by the following vote:

Aye: 7 - Councilmember Binney
Councilmember Carlyle
Councilmember Edson
Councilmember Forte
Councilmember Moreno
Councilmember Mosby
Councilmember Seif

Absent: 1 - Councilmember Faith

Enactment No: Ord. No. 8019

- F.** [BILL NO.](#) AN ORDINANCE AUTHORIZING EXECUTION OF AN
[16-243](#) INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF
LEE'S SUMMIT, MISSOURI AND THE RAYTOWN C-2 SCHOOL DISTRICT
FOR LEASE OF A MOTOR VEHICLE. (F&BC 11/7/16)

ACTION: A motion was made by Councilmember Mosby, seconded by Councilmember Seif, that Bill No. 16-243 be adopted and numbered Ord. No. 8020. The motion carried by the following vote:

Aye: 7 - Councilmember Binney
Councilmember Carlyle
Councilmember Edson
Councilmember Forte
Councilmember Moreno
Councilmember Mosby
Councilmember Seif

Absent: 1 - Councilmember Faith

Enactment No: Ord. No. 8020

- G.** [BILL NO.](#) AN ORDINANCE APPROVING AWARD OF RFP NO. 2017-020 TO
[16-244](#) SPRINGSTED, INC. AND AUTHORIZING THE CITY MANAGER, ON BEHALF
OF THE CITY TO ENTER INTO A ONE-YEAR CONTRACT WITH
SPRINGSTED, INC. FOR THE PROVISION OF A COMPENSATION AND
BENEFIT STUDY WITH THE OPTION OF UP TO FOUR (4) ONE-YEAR

RENEWALS FOR THE PURPOSES OF PROVIDING ON-CALL SUPPORT
RELATED TO THE IMPLEMENTATION OF THE COMPENSATION STUDY.
(F&BC 11/7/16)

The bill was read for the first time by Councilmember Edson and motion for second reading passed. The bill was read for a second time but failed on a vote of 4 "aye", 2 "no" (Councilmembers Mosby and Moreno), 1 "away from the table" (Councilmember Carlyle), and 1 "absent" (Councilmember Faith).

Later in the meeting, Councilmember Moreno moved to RECONSIDER Bill No. 16-244. Motion was seconded by Councilmember Binney and passed on a vote of 5 "aye", 2 "no" (Councilmembers Seif and Mosby), and 1 "absent" (Councilmember Faith).

ACTION: A motion was made by Councilmember Moreno, seconded by Councilmember Binney, that Bill No. 16-244 be adopted and numbered Ord. No. 8023. The motion carried by the following vote:

Aye: 5 - Councilmember Binney
Councilmember Carlyle
Councilmember Edson
Councilmember Forte
Councilmember Moreno

Nay: 2 - Councilmember Mosby
Councilmember Seif

Absent: 1 - Councilmember Faith

Enactment No: Ord. No. 8023

5. RESOLUTIONS:

- A. [RES. NO. 16-21](#) A RESOLUTION AUTHORIZING THE AIRPORT DIVISION TO MAKE APPLICATION FOR AN ENERGY EFFICIENCY IMPROVEMENT PROJECT GRANT WITH THE MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT DIVISION OF ENERGY FOR CERTAIN AIRPORT PROJECTS. (BOAC 10-10-16) (F&BC 11/7/16)

ACTION: A motion was made by Councilmember Binney, seconded by Councilmember Edson, that Resolution No. 16-21 be adopted. The motion carried by a unanimous vote (Councilmember Faith "Absent").

6. PUBLIC HEARINGS (Sworn):

- A. [2016-0662](#) PUBLIC HEARING - Appl. #PL2016-165 - PRELIMINARY DEVELOPMENT PLAN ON PROPERTY ZONED PMIX - The Grove, approximately 73 acres located at the northeast and southeast corners of SE M-291 Hwy. and SE Bailey Rd.; Westcott Investment Group, LLC, applicant.

Mayor Rhoads closed the regular session at 7:08 pm., opened the public hearing and asked all those interested in providing testimony to be sworn in by the City Clerk.

Mr. Aaron March was present for the applicant and stated they agree with

all provisions included in Staff's letter dated November 11, 2016.

Ms. Christine Stanton, Senior Planner, entered Exhibits 1-21 into the record and clarified the subject property was rezoned by a City-initiated rezoning; this application was for the preliminary development plan. Staff recommended approval, subject to Items 1-4.

Following some discussion, Mayor Rhoads closed the public hearing and opened the regular session at 7:42 p.m.

ACTION: A motion was made by Councilmember Forte, seconded by Councilmember Binney, to direct staff to present an ordinance approving Appl. #PL2016-165 - PRELIMINARY DEVELOPMENT PLAN ON PROPERTY ZONED PMIX - The Grove, approximately 73 acres located at the northeast and southeast corners of SE M-291 Hwy. and SE Bailey Rd.; Westcott Investment Group, LLC, applicant. The motion carried by a unanimous vote (Councilmember Faith "Absent").

- B. [2016-0666](#) PUBLIC HEARING - Appl. #PL2016-168 - SPECIAL USE PERMIT renewal for automotive sales - Pinnacle Auto Sales, 516 SW 3rd St; Pinnacle Investments, LLC, applicant.

Mayor Rhoads closed the regular session at 7:47 pm., opened the public hearing and asked all those interested in providing testimony to be sworn in by the City Clerk.

Mr. John Finnegan was present and advised this application was to renew the Special Use Permit. he was requesting 10 years.

Ms. Christina Stanton, Senior Planner, entered Exhibits 1-21 into the record. Staff was recommending approval, subject to the letter of November 11, 2016, Items 1-2, with the Planning Commission recommendation for a three-year extension to the existing special use permit.

There being no further testimony, Mayor Rhoads closed the public hearing at 7:53 p.m. and reopened the regular session.

ACTION: A motion was made by Councilmember Binney, seconded by Councilmember Seif, to direct staff to present an ordinance approving Appl. #PL2016-168 - SPECIAL USE PERMIT renewal for automotive sales - Pinnacle Auto Sales, 516 SW 3rd St; Pinnacle Investments, LLC, applicant. The motion carried by a unanimous vote (Councilmember Faith "Absent").

- C. [2016-0698](#) PUBLIC HEARING - Application #PL2016-167 - PRELIMINARY DEVELOPMENT PLAN - New Longview Commercial Phase II, approximately 13 acres located at the southeast corner of SW Fascination Dr and SW Longview Blvd; Box Real Estate Development, applicant.

City Council - Regular Session

Action Letter

November 17, 2016

Following a break, Mayor Rhoads closed the regular session at 8:10 pm., opened the public hearing and asked all those interested in providing testimony to be sworn in by the City Clerk.

NOTE: Councilmember Moreno away from the table from 8:10 to 8:30 p.m.

Mr. Russ Pearson reviewed the proposed development and background in detail.

Mr. Robert McKay, Director of Planning and Development, entered Exhibits 1-29 into the record. Staff felt the proposal was a very good fit and recommended approval, subject to six conditions.

Mr. Scott Coryell with the Longivew Alliance commended the team for this master plan.

Mr. John Lovell also supported the project.

Hearing no further testimony, Mayor Rhoads closed the public hearing at 9:04 p.m. and reconvened the regular session.

Motion was made by Councilmember Carlyle, seconded by Councilmember Forte, to direct Staff to bring forward an ordinance, subject to Staff's letter of November 11, 2016, and 6 conditions.

MOTION FAILED.

Aye: 3 - Councilmember Binney
Councilmember Carlyle
Councilmember Forte

Nay: 4 - Councilmember Edson
Councilmember Moreno
Councilmember Mosby
Councilmember Seif

Absent: 1 - Councilmember Faith

7. OTHER BUSINESS:

- A.** [BILL NO. 16-245](#) AN ORDINANCE APPROVING A PRELIMINARY DEVELOPMENT PLAN FOR THE GROVE, ON APPROXIMATELY 73 ACRES ZONED PMIX, PLANNED MIXED USE, LOCATED AT THE NORTHEAST AND SOUTHEAST CORNERS OF SE M-291 HWY. AND SE BAILEY RD., ALL IN ACCORDANCE WITH THE PROVISIONS OF UNIFIED DEVELOPMENT ORDINANCE NO. 5209 FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

ACTION: A motion was made by Councilmember Seif, seconded by Councilmember Moreno, that Bill No. 16-245 be adopted and numbered Ord. No. 8021. The motion carried by the following vote:

City Council - Regular Session

Action Letter

November 17, 2016

Aye: 7 - Councilmember Binney
Councilmember Carlyle
Councilmember Edson
Councilmember Forte
Councilmember Moreno
Councilmember Mosby
Councilmember Seif

Absent: 1 - Councilmember Faith

Enactment No: Ord. No. 8021

- B.** [BILL NO. 16-246](#) AN ORDINANCE GRANTING A SPECIAL USE PERMIT RENEWAL FOR CAR SALES IN DISTRICT CP-2 ON LAND LOCATED AT 516 SW 3RD STREET, PINNACLE AUTO SALES, FOR A PERIOD OF FIVE (5) YEARS FROM THE CURRENT PERMIT EXPIRATION DATE, TO EXPIRE ON DECEMBER 21, 2021, ALL IN ACCORDANCE WITH ARTICLE 10 WITHIN THE UNIFIED DEVELOPMENT ORDINANCE, FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

ACTION: A motion was made by Councilmember Forte, seconded by Councilmember Seif, that Bill No. 16-246 be adopted and numbered Ord. No. 8022. The motion carried by the following vote:

Aye: 7 - Councilmember Binney
Councilmember Carlyle
Councilmember Edson
Councilmember Forte
Councilmember Moreno
Councilmember Mosby
Councilmember Seif

Absent: 1 - Councilmember Faith

Enactment No: Ord. No. 8022

- C.** [BILL NO. 16-247](#) AN ORDINANCE AMENDING SECTION 2-530 OF THE CODE OF ORDINANCES OF THE CITY OF LEE'S SUMMIT, MISSOURI, TO UPDATE PROVISIONS PERTAINING TO CLOSED MEETINGS, RECORDS AND VOTES, TO BE IN CONFORMITY WITH THE MOST CURRENT REVISED VERSION OF MISSOURI'S SUNSHINE LAW.

ACTION: A motion was made by Councilmember Mosby, seconded by Councilmember Seif, that Bill No. 16-247 be referred to the City Council Rules Committee. The motion carried by the following vote:

Aye: 4 - Councilmember Edson
Councilmember Moreno
Councilmember Mosby
Councilmember Seif

Nay: 3 - Councilmember Binney
Councilmember Carlyle
Councilmember Forte

Absent: 1 - Councilmember Faith

- D.** [2016-0633](#) Discussion / Direction - Chapter 100 Conceptual Incentive Request -

Village at View High Multi-Family Residential

Mr. Mark Dunning, Assistant City Manager, provided a recap of the project. Staff was requesting informal direction on how to proceed. If directed, Staff will begin the public hearing process. Mayor Rhoads received four approvals, with Councilmember Carlyle away from the table and Councilmember Faith absent.

8. COMMITTEE REPORTS (Committee chairs report on matters held in Committee):

Councilmember Mosby requested the Rules Committee revisit the use of "consensus".

9. COUNCIL ROUNDTABLE:

Councilmember Forte reminded everyone of the Christmas lighting ceremony tomorrow evening. Also, the Saturday after Thanksgiving is "Small Business Day" and she encouraged everyone to shop at small, local businesses.

Councilmember Binney appreciated the voters' approval of the Public Safety bond issues. Sadly, he noted that the victim of an explosion lost his life. Also, Police Officer Hurt was battling for his life.

10. STAFF ROUNDTABLE:

11. ADJOURNMENT

For your convenience, City Council agendas, as well as videos of City Council and Council Committee meetings, may be viewed on the City's Internet site at "www.cityofls.net".

Packet Information

File #: 2016-0730, **Version:** 1

MAYOR'S APPOINTMENTS:

Board of Adjustments: Reappoint Mike Atcheson, term to expire 12-17-21.

Board of Appeals: Reappoint Robert Crance, Steve Patterson and Pam Schleiden, terms to expire 12-1-19.

Human Services Advisory Board: Appoint Rachel Segobia, term to expire 01-20-19.

Tax Increment Financing Commission: Appoint Tim Shroust and James Freeman, terms to expire 12-15-20.

Issue/Request:

Due to term expirations and resignations, Mayor Rhoads is seeking City Council approval of his appointments to the Board of Adjustments, Board of Appeals, Human Services Advisory Board and the Tax Increment Financing Commission.



Mayor Randall L. Rhoads

DATE: November 23, 2016
TO: City Council
FROM: Mayor Randall L. Rhoads
RE: Boards and Commissions Appointments

I am submitting the following appointments for the Council's approval:

Mayor's Appointments:

Board of Adjustments: Reappoint Mike Atcheson, term to expire 12-17-21.

Board of Appeals: Reappoint Robert Crance, Steve Patterson and Pam Schleiden, terms to expire 12-1-19.

Human Services Advisory Board: Appoint Rachel Segobia, term to expire 01-20-19.

Tax Increment Financing Commission: Appoint Tim Shrout and James Freeman, terms to expire 12-15-20.

Julie Pryor

From: Julie Pryor
Sent: Friday, November 11, 2016 10:19 AM
To: Julie Pryor
Subject: FW: Committee Interest Form submission

The following committee interest information was submitted through cityofls.

Name: Timothy Shrout

Address: 413 SW Sunset Dr
Lee's Summit MO 64081

Email: timothyshrout@gmail.com

Phone: 816-507-3249

Council District: District 2

How many years a resident: 22 years

High School: Grandview

College: UCM

Employment: Bukaty Companies

Position: Benefits Consultant

Why interested: I love the city of Lee's Summit and I like to be as involved as I can be. Former financial advisor and currently in corporate benefits sales. I have financial knowledge that may be helpful

Other participation: LS Chamber, former Arts Council Board Member, Board Secretary for Developing Potential, Member St Paul Episcopal Church, have been active in the Summit Theatre Group

Interested in serving on: Tif Commission

Other interests:

Yours Truly,

Julie Pryor | Secretary to Mayor/City Council
220 SE Green Street | Lee's Summit, MO 64063
816.969.1010 | cityofLS.net | Julie.Pryor@cityofls.net

Julie Pryor

From: jfreeman@swansonmidgley.com
Sent: Tuesday, May 13, 2008 1:25 PM
To: BoardsandCommissions
Subject: Committee Interest Form

The following information has been submitted through the Committees, Boards, and Commissions Interest Form on the Internet.

Today's Date: 05/13/08

First Name: James

Last Name: Freeman

Address: 624 NE Twin Brook Dr

City, State ZIP: Lee's Summit, MO, 64086

Email Address: jfreeman@swansonmidgley.com

Home Phone: (816) 868-1422

Work Phone: (816) 842-6100

How many years a resident: 17

District living in: 4

High School attended: Smithville High School, Smithville, Mo

College attended: Univ of Mo - KC

Employment: Swanson Midgley, LLC

Position: Attorney/Member

Why interested:

My adopted home gives so much to my family. An attitude of responsible community permeates all community functions, neighborhoods, schools, churches and city government. My appreciation and acknowledgement of our City's past, while providing positive, critical analysis of forward looking concepts, along with my consensus building skills provide unique tools which can be used to assist the City.

Other participation:

Boy Scouts - Ast. Scoutmaster, Vice Chair of Finance of Thunderbird District Ex. Bd. of Mo. Bapt. Convention - Administrative Committee, Parliamentarian Midwestern Baptist Theological Seminary - Board of Trustees, 1st Vice President Instructor- Government Contract Law- U.S. Army Command and General Staff College, Ft. Leavenworth Charter Commission of Lee's Summit, Mo. City Council

Interest in serving on:

Implementation Committee, License Tax Review Committee, Parks and Recreation Board, Planning Commission, Special Ad Hoc Committees, Tif Commission

Other Interests:

Willing to serve as requested.

From: Rachel Segobia [host@cityofls.net]
Sent: Thursday, September 01, 2016 4:41 PM
To: Julie Pryor
Subject: Form submission

The following committee interest information was submitted through cityofls.

Name: Rachel Segobia

Address: 3200 SW Ragan Ct
Lee's Summit MO 64082

Email: rsegobia@rediscovermh.org

Phone: 318-532-1637

Council District: District 2

How many years a resident: 19

High School: Lee's Summit High School

College: Valparaiso University, Louisiana State University - Shreveport

Employment: Lee's Summit CARES

Position: Executive Director

Why interested: I have a lifelong passion for working in the non-profit field to help others and make change for the better in my community and my world. Working with Lee's Summit CARES I have been impressed with how the non-profits work together and aid each other to bring their services to those who most need them. I would like to contribute to their ability to do so.

Other participation: Lee's Summit Chamber member (young professionals, Leadership Academy, government relations, visitor's bureau), Sunshine Rotary member, US Air Force Spouse

Interested in serving on: Human Services Advisory Board, Livable Streets Advisory Board

Other interests:

Packet Information

File #: 2016-0731, **Version:** 1

Approval of Type G-3 and S Liquor License for Jazzy B's, 1803 NE Colbern Road.

Issue/Request:

Approval of Type G-3 and S Liquor License for Jazzy B's, 1803 NE Colbern Road.

Background:

A background check was conducted on the owner/managing officer and was approved by the Director of Liquor Control.

Staff Recommendation:

The Director of Liquor Control recommends approval of the Type G-3 and S license application.

(Any reference to "Applicant" in this document refers to the Owner/Managing Officer.)

To be completed by applicant as (check one):

Sole Owner & Operator

Corporation

Partnership

LLC

Corporation/LLC Name: Jazzy Enterprise

Business Name: Jazzy B's Diner Phone: 916-272-0654

Business Address: 1803 NE Colburn Rd Lee's Summit, MO 64086

(I), (We), the undersigned, hereby apply to the City of Lee's Summit, MO, for the following described license:

Type LS 3/5 for the premises described above.

Applicant's Name: Brandon Sanderson Phone: _____

Home Address: _____

Place of Birth: _____ Date of Birth _____

Place of Employment (other than business): Jazzy B's Food Truck

Employment Address: _____ Phone: _____

1. List all previous addresses, if less than five years at current address: _____

2. Are you a citizen of the United States of America? yes If naturalized, give date and place of naturalization: _____

3. Will you be the person in active control and/or management (managing officer) of this business full-time? yes If not, give complete details on the planned management and persons involved. _____

4. Have you or any person employed by you ever held any type of liquor license issued by the City of Lee's Summit or by the licensing authority of any state, county or city? No If so, please give details: _____

5. Has any such license listed in question #4 ever been suspended or revoked? No If so, please give complete details: _____

6. Have you ever made application for a liquor license that was denied by the City of Lee's Summit or by the licensing authority of any state, county or city? No If so, please give complete details: _____

7. Have you or anyone interested either directly or indirectly in the premises to be licensed hereunder or the operation thereon ever been convicted of a felony? Yes If so, please give complete details:
1997 Assault in ~~Missouri~~ ^{Manhattan} 1 KS 5 yr. probation
~~and~~
8. If not a corporation/LLC, give names and business addresses of employers for the past five years. (If self-employed, state nature of business and location.): _____

9. Is the proposed location within 300 feet of a church or school? No
10. If existing business, from whom and when was the business purchased? _____

Effective date of possession: _____. Name of mortgage holder, if any: _____

11. Will any distiller, wholesaler, wine maker, brewer, or supplier, or coin operated, commercial, manual or mechanical amusement devices or the employees, officers or agents thereof, have any financial interest in the retail business of the applicant for the sale of alcoholic beverages, or "C.O.L.", and will the applicant directly or indirectly borrow or accept from any such persons equipment, money, credit, or property of any kind except ordinary commercial credit for liquor sold? No If so, please explain: _____

12. Will applicant either directly or indirectly borrow or accept from any person identified in #11 either equipment, money, credit or property of any kind except ordinary commercial credit for liquor sold? No If so, please explain: _____

State of Missouri; and do you promise and agree not to violate any of the ordinances of Lee's Summit, Missouri, the laws of the State of Missouri, or the United States in the conduct of the business for which the license is sought? yes

IF BUSINESS IS OWNED BY A CORPORATION, COMPLETE THIS SECTION:

Name of corporation/LLC: Jazzy Enterprise

State in which incorporated: Mo Date of incorporation: 2019

If not a Missouri corporation/LLC, date authorized to do business in Missouri: _____

Full name, complete residential address, date of birth and Social Security Number of the President, Vice President, Treasurer and Secretary of the corporation (or Members of the LLC: _____

Brandon Simpson

If stock is not publicly held; give names and residential addresses of all stockholders who hold 10% or more of the capital stock: _____

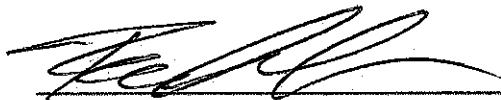
County of Jackson)

SS

State of Missouri)

I, Brandon Simpson, being of lawful age and duly sworn upon my oath,
(Print Applicant's Name)

do swear that the answers and information given in this application are true and complete to the best of my knowledge and belief.

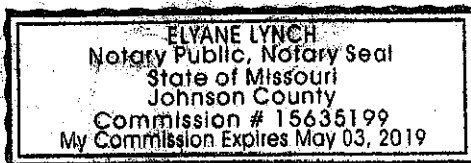


Applicant's Signature

Subscribed and sworn to before me this 8th day of November, 2016

Elyane Lynch
Notary Public

My commission expires: 5-3-19



To Be Provided By Applicant:

1) The Applicant and/or Managing Officer (if different) shall provide:

- a) Recent photograph;
- b) Copy of Missouri voter registration card;
- c) Copy of paid Missouri personal property tax receipt for year immediately preceding date of application
- d) Fingerprints (obtained at the Lee's Summit Police Department, Main Lobby, 10 NE Tudor Rd., Lee's Summit, MO). The Applicant and/or Managing Officer (if different) will be fingerprinted as will all officers, directors and any shareholder holding more than a ten percent (10%) interest in the business.

Copy of Business License (contact Treasury Department at 816-969-1139).

Copy of Zoning Approval (contact Planning & Development at 816-969-1600).

If existing business location:

- a) Copy of lease or mortgage showing Proof of Occupancy.
- b) Recent photographs of the interior and exterior of the premises to be licensed.

For newly constructed or remodeled businesses:

- a) Certificate of Occupancy Permit shall be obtained prior to the actual issuance of a city liquor license (contact Codes Administration at 816-969-1200).
- b) Complete description of the plans, specifications, and fixtures of the proposed place of business.

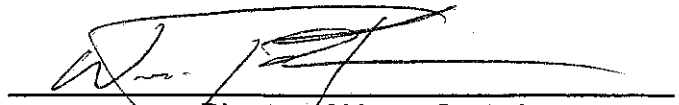
Package Liquor Only: Inventory Affidavit, notarized by the applicant, stating the type of business presently engaged in, or in conjunction with, which the license shall be used; **AND** stating that in his place of business the applicant has, and at all times keeps, a stock of goods having an invoice of at least \$1,000, exclusive of fixtures and intoxicating liquors.

Appropriate license fee: Make checks and money orders payable to the City of Lee's Summit.

Estimated date of opening? Jan. 1, 2017

For Office Use Only:

It is recommended this application be APPROVED / DISAPPROVED this 9th day of November, 2016.


Director of Liquor Control

City Council Action: Approved Disapproved Date: _____



APPLICATION FOR LIQUOR LICENSE
TYPE "S" - SUNDAY RETAIL (\$300)

The following is to be completed by the owner or managing officer:

Sole Owner & Operator [X] Corporation [] Partnership []

Applicant's Name: Braudon Simpson
Business Name: Jazzy Enterprise (Jazzy B's Diner) Phone: 916-272-0654
Business Address: 1503 NE Colheva Rd Lee's Summit, MO 64086

I, the undersigned, hereby make application to the City of Lee's Summit, Missouri, for a Type "S" liquor license in accordance with Chapter 4, "Alcoholic Beverages" Ordinance of the City of Lee's Summit, Missouri.

County of Jackson)
SS
State of Missouri)

I, (please print) Braudon Simpson, being of lawful age and duly sworn upon my oath, do swear that the answers and information given in this application are true and complete to the best of my knowledge and belief.

[Signature]
Applicant's Signature

Subscribed and sworn to before me this 9 day of November 2016

My commission expires 5-3-19
ELYANE LYNCH
Notary Public, Notary Seal
State of Missouri
Johnson County
Commission # 15635199
My Commission Expires May 03, 2019

[Signature]
Notary Public

It is recommended this application be APPROVED/ DISAPPROVED this 9th day of November, 2016

[Signature]
Director of Liquor Control

City Council Action: [] Approved [] Disapproved Date: _____

Packet Information

File #: BILL NO. 16-248, **Version:** 1

AN ORDINANCE DECLARING THE RESULTS OF THE NOVEMBER 8, 2016, SPECIAL ELECTION FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

Proposed City Council Motion:

First Motion: I move for second reading of AN ORDINANCE DECLARING THE RESULTS OF THE NOVEMBER 8, 2016, SPECIAL ELECTION FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

Second Motion: I move for adoption of AN ORDINANCE DECLARING THE RESULTS OF THE NOVEMBER 8, 2016, SPECIAL ELECTION FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

BILL NO. 16-248

AN ORDINANCE DECLARING THE RESULTS OF THE NOVEMBER 8, 2016, SPECIAL ELECTION FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, a special election was held in the City of Lee's Summit, Missouri, on November 8, 2016; and,

WHEREAS, the official return of the election has been received from the Jackson County Board of Election Commissioners, certified by such board; and,

WHEREAS, the official return of the election has been received from the Election Authority of Cass County, certified by such authority.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the official return of the election, as submitted by the Jackson County Board of Election Commissioners is as follows:

QUESTION

Shall the City of Lee's Summit, Missouri, issue its general obligation bonds in the amount of \$14,500,000.00 for the purpose of making public safety improvements including (a) the acquisition and installation of new emergency services radio equipment and related infrastructure (with interconnections for public safety and other operations of the City), (b) the acquisition, construction, furnishing and equipping of a new fire station to replace Fire Station No. 3, and (c) the acquisition of fire equipment and apparatus?

YES 38,168
NO 9,993

PASSED by the City Council of the City of Lee's Summit, Missouri, this _____ day of _____, 2016.

ATTEST: _____
Mayor Randall L. Rhoads

City Clerk Denise R. Chisum

APPROVED by the Mayor of said city this _____ day of _____, 2016.

ATTEST: _____
Mayor Randall L. Rhoads

City Clerk Denise R. Chisum

APPROVED AS TO FORM:

City Attorney Brian W. Head

Cass County

Election Authority

102 E. Wall St. – Harrisonville, Mo 64701

Voice: 816-380-8102 Fax: 816-380-8101

Election Certification

The following is an Official Certificate of Election Results of the General Election held on November 8, 2016

City of Lee's Summit Bond Issue

	Total
Number of Precincts	2
Total Votes	1467
YES	1204
NO	263

Certificate of Election Results

I, Michael J. Vinck, County Clerk/Election Authority of Cass County, Missouri, do hereby certify that the foregoing is a full accurate return of all votes cast in the City of Lee's Summit Bond election as certified to me by the fully qualified and acting judges of said election.

Dated this 17th day of November 2016

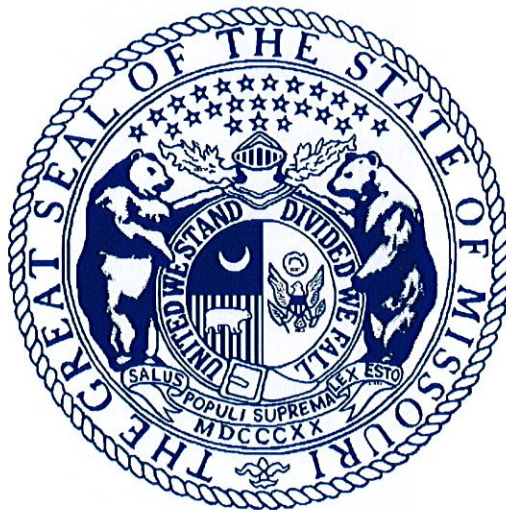


A handwritten signature in blue ink, reading "Michael J. Vinck", is written over a horizontal line.

Michael J. Vinck, Cass County Clerk/Election Authority

OFFICIAL CERTIFICATION

SPECIAL ELECTION
CITY OF LEE'S SUMMIT
STATE OF MISSOURI
County of Jackson



Tuesday, November 8, 2016

**Jackson County Board of Election Commissioners
215 N. Liberty, P.O. Box 296
Independence, Missouri 64051**

Mary Ellen Miller
Chairman

Colleen M. Scott
Secretary

Vacant
Member

Michael K. Whitehead
Member

Robert C. Nichols, Jr.
Director

Tammy L. Brown
Director

Statement of Votes Cast
STATE OF MISSOURI - JACKSON COUNTY
GENERAL ELECTION
NOVEMBER 8, 2016
Election Day 11.8.16
Official Results

Jurisdiction Wide	Turnout			CITY OF LEE'S SUMMIT, MISSOURI QUESTION		
	Reg. Voters	Ballots Cast	% Turnout	Reg. Voters	Total Votes	NO
B101, 02, 04 Normal	3594	1816	50.53%	-	-	-
B101, 02, 04 Absentee	3594	1	0.03%	-	-	-
B1 03, 09 Normal	1661	1066	64.18%	-	-	-
B1 03, 09 Absentee	1661	-	-	-	-	-
B1 05 Normal	676	432	63.91%	-	-	-
B1 05 Absentee	676	-	-	-	-	-
B106, 07, 08 Normal	1000	675	67.50%	-	-	-
B106, 07, 08 Absentee	1000	-	-	-	-	-
B2 01, 02 Normal	1993	1175	58.96%	-	-	-
B2 01, 02 Absentee	1993	1	0.05%	-	-	-
B2 03, 04 Normal	2280	1355	59.43%	-	-	-
B2 03, 04 Absentee	2280	-	-	-	-	-
B2 05 Normal	1082	618	57.12%	-	-	-
B2 05 Absentee	1082	1	0.09%	-	-	-
B2 06, 07 Normal	2341	1342	57.33%	-	-	-
B2 06, 07 Absentee	2341	-	-	-	-	-
B3 01 Normal	271	175	64.58%	-	-	-
B3 01 Absentee	271	-	-	-	-	-
B3 02 Normal	1346	891	66.20%	-	-	-
B3 02 Absentee	1346	-	-	-	-	-
B3 03 Normal	1169	824	70.49%	-	-	-
B3 03 Absentee	1169	-	-	-	-	-
B3 04, 05 Normal	2663	1743	65.45%	-	-	-
B3 04, 05 Absentee	2663	-	-	-	-	-

Statement of Votes Cast
STATE OF MISSOURI - JACKSON COUNTY
GENERAL ELECTION
NOVEMBER 8, 2016
Election Day 11.8.16
Official Results

	Turnout		CITY OF LEE'S SUMMIT, MISSOURI QUESTION				
	Reg. Voters	Ballots Cast	% Turnout	Reg. Voters	Total Votes	YES	NO
B3 06, 07	1640	1062	64.76%	-	-	-	-
Normal	1640	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-
B3 08	1470	1031	70.14%	-	-	-	-
Normal	1470	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-
B3 09	110	74	67.27%	-	-	-	-
Normal	110	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-
B4 01	149	89	59.73%	-	-	-	-
Normal	149	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-
B4 02	740	495	66.89%	-	-	-	-
Normal	740	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-
B4 03	1471	862	58.60%	-	-	-	-
Normal	1471	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-
B4 04	823	538	65.37%	-	-	-	-
Normal	823	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-
B4 05	1052	655	62.26%	-	-	-	-
Normal	1052	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-
B4 06, 07	1300	862	66.31%	-	-	-	-
Normal	1300	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-
B4 08, 09	1231	813	66.04%	-	-	-	-
Normal	1231	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-
B4 10	569	387	68.01%	-	-	-	-
Normal	569	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-
B5 01, 02	1270	829	65.28%	-	-	-	-
Normal	1270	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-
B5 03, 04	2059	1331	64.64%	-	-	-	-
Normal	2059	-	-	-	-	-	-
Absentee	-	-	-	-	-	-	-

Statement of Votes Cast
STATE OF MISSOURI - JACKSON COUNTY
GENERAL ELECTION
NOVEMBER 8, 2016
Election Day 11.8.16
Official Results

	Turnout		CITY OF LEE'S SUMMIT, MISSOURI QUESTION				
	Reg. Voters	Ballots Cast	% Turnout	Reg. Voters	Total Votes	YES	NO
B505							
Normal	1808	1115	61.67%	-	-	-	-
Absentee	1808	1	0.06%	-	-	-	-
B506							
Normal	1369	937	68.44%	-	-	-	-
Absentee	1369	-	-	-	-	-	-
B5 07							
Normal	771	489	63.42%	-	-	-	-
Absentee	771	-	-	-	-	-	-
B5 08							
Normal	1209	855	70.72%	-	-	-	-
Absentee	1209	-	-	-	-	-	-
B5 09							
Normal	900	580	64.44%	-	-	-	-
Absentee	900	-	-	-	-	-	-
B6 01							
Normal	1140	751	65.88%	-	-	-	-
Absentee	1140	-	-	-	-	-	-
B6 02							
Normal	889	592	66.59%	-	-	-	-
Absentee	889	-	-	-	-	-	-
B6 03							
Normal	1987	1345	67.69%	-	-	-	-
Absentee	1987	-	-	-	-	-	-
B6 04							
Normal	1949	1228	63.01%	-	-	-	-
Absentee	1949	-	-	-	-	-	-
B6 05							
Normal	1415	1001	70.74%	-	-	-	-
Absentee	1415	-	-	-	-	-	-
B6 06							
Normal	1612	1216	75.43%	-	-	-	-
Absentee	1612	-	-	-	-	-	-
B6 07							
Normal	334	213	63.77%	-	-	-	-
Absentee	334	-	-	-	-	-	-
B701, 02							
Normal	1317	940	71.37%	-	-	-	-
Absentee	1317	-	-	-	-	-	-

Statement of Votes Cast
STATE OF MISSOURI - JACKSON COUNTY
GENERAL ELECTION
NOVEMBER 8, 2016
Election Day 11.8.16
Official Results

	Turnout		CITY OF LEE'S SUMMIT, MISSOURI QUESTION				
	Reg. Voters	Ballots Cast	% Turnout	Reg. Voters	Total Votes	YES	NO
B7 03, 04							
Normal	2756	1850	67.13%	-	-	-	-
Absentee	2756	-	-	-	-	-	-
B7 05, 09							
Normal	2414	1626	67.36%	-	-	-	-
Absentee	2414	-	-	-	-	-	-
B7 06							
Normal	625	396	63.36%	-	-	-	-
Absentee	625	-	-	-	-	-	-
B7 07							
Normal	1223	828	67.70%	-	-	-	-
Absentee	1223	-	-	-	-	-	-
B7 08							
Normal	1260	895	71.03%	-	-	-	-
Absentee	1260	-	-	-	-	-	-
B8 01							
Normal	775	479	61.81%	-	-	-	-
Absentee	775	-	-	-	-	-	-
B8 02							
Normal	1922	1428	74.30%	-	-	-	-
Absentee	1922	-	-	-	-	-	-
B8 03							
Normal	552	381	69.02%	-	-	-	-
Absentee	552	-	-	-	-	-	-
B8 04							
Normal	1367	864	63.20%	-	-	-	-
Absentee	1367	-	-	-	-	-	-
B8 05							
Normal	1679	1145	68.20%	-	-	-	-
Absentee	1679	1	0.06%	-	-	-	-
B8 06							
Normal	1041	759	72.91%	-	-	-	-
Absentee	1041	-	-	-	-	-	-
B8 07							
Normal	2143	1437	67.06%	-	-	-	-
Absentee	2143	-	-	-	-	-	-
B8 08							
Normal	294	200	68.03%	-	-	-	-
Absentee	294	1	0.34%	-	-	-	-

STATE OF MISSOURI - JACKSON COUNTY
GENERAL ELECTION
NOVEMBER 8, 2016
Election Day 11.8.16
Official Results

Statement of Votes Cast

	Turnout		CITY OF LEE'S SUMMIT, MISSOURI QUESTION				
	Reg. Voters	Ballots Cast	% Turnout	Reg. Voters	Total Votes	YES	NO
BR 01	853	578	67.76%	-	-	-	-
Normal	853	1	0.12%	-	-	-	-
Absentee							
BR 02	1308	915	69.95%	-	-	-	-
Normal	1308	-	-	-	-	-	-
Absentee							
BR 03, 04	1163	772	66.38%	-	-	-	-
Normal	1163	-	-	-	-	-	-
Absentee							
BR 05, 20	1308	938	71.71%	-	-	-	-
Normal	1308	-	-	-	-	-	-
Absentee							
BR 06	82	50	60.98%	-	-	-	-
Normal	82	-	-	-	-	-	-
Absentee							
BR 07	1075	795	73.95%	-	-	-	-
Normal	1075	-	-	-	-	-	-
Absentee							
BR 08, 13	2789	2006	71.93%	-	-	-	-
Normal	2789	-	-	-	-	-	-
Absentee							
BR 09	1102	722	65.52%	-	-	-	-
Normal	1102	-	-	-	-	-	-
Absentee							
BR 10	1819	1180	64.87%	-	-	-	-
Normal	1819	-	-	-	-	-	-
Absentee							
BR 11, 15	1120	761	67.95%	-	-	-	-
Normal	1120	-	-	-	-	-	-
Absentee							
BR 12	1560	1161	74.42%	-	-	-	-
Normal	1560	-	-	-	-	-	-
Absentee							
BR 14	773	546	70.63%	-	-	-	-
Normal	773	-	-	-	-	-	-
Absentee							
BR 16	1378	952	69.09%	-	-	-	-
Normal	1378	-	-	-	-	-	-
Absentee							

Statement of Votes Cast
STATE OF MISSOURI - JACKSON COUNTY
GENERAL ELECTION
NOVEMBER 8, 2016
Election Day 11.8.16
Official Results

	Turnout		Reg. Voters	Ballots Cast	% Turnout	CITY OF LEE'S SUMMIT, MISSOURI QUESTION						
	Reg. Voters	Ballots Cast				Reg. Voters	Total Votes	YES	NO			
BR 17												
Normal	42	25	59.52%	-	-	-	-	-	-	-	-	-
Absentee	42	-	-	-	-	-	-	-	-	-	-	-
BR 18												
Normal	1274	912	71.59%	-	-	-	-	-	-	-	-	-
Absentee	1274	-	-	-	-	-	-	-	-	-	-	-
BR 19												
Normal	17	10	58.82%	-	-	-	-	-	-	-	-	-
Absentee	17	-	-	-	-	-	-	-	-	-	-	-
FO 01												
Normal	3	1	33.33%	-	-	-	-	-	-	-	-	-
Absentee	3	-	-	-	-	-	-	-	-	-	-	-
FO 02												
Normal	438	330	75.34%	-	-	-	-	-	-	-	-	-
Absentee	438	-	-	-	-	-	-	-	-	-	-	-
FO 03, 04, 05, 09												
Normal	1817	1220	67.14%	-	-	-	-	-	-	-	-	-
Absentee	1817	-	-	-	-	-	-	-	-	-	-	-
FO 06, 10												
Normal	417	322	77.22%	-	-	-	-	-	-	-	-	-
Absentee	417	-	-	-	-	-	-	-	-	-	-	-
FO 07												
Normal	224	165	73.66%	-	-	-	-	-	-	-	-	-
Absentee	224	-	-	-	-	-	-	-	-	-	-	-
FO 08												
Normal	1350	1034	76.59%	-	-	-	-	-	-	-	-	-
Absentee	1350	-	-	-	-	-	-	-	-	-	-	-
PR 01												
Normal	34	24	70.59%	-	-	-	-	-	-	-	-	-
Absentee	34	-	-	-	-	-	-	-	-	-	-	-
PR 02												
Normal	1185	855	72.15%	1185	809	595	73.55%	214	26.45%	0	0	0
Absentee	1185	-	-	1185	0	0	-	-	-	-	-	-
PR 03, 04												
Normal	2212	1501	67.86%	2212	1424	1047	73.53%	377	26.47%	0	0	0
Absentee	2212	-	-	2212	0	0	-	-	-	-	-	-
PR 05												
Normal	496	389	78.43%	496	376	304	80.85%	72	19.15%	0	0	0
Absentee	496	-	-	496	0	0	-	-	-	-	-	-

Statement of Votes Cast
STATE OF MISSOURI - JACKSON COUNTY
GENERAL ELECTION
NOVEMBER 8, 2016
Election Day 11.8.16
Official Results

	Turnout		CITY OF LEE'S SUMMIT, MISSOURI QUESTION				
	Reg. Voters	Ballots Cast	% Turnout	Reg. Voters	Total Votes	YES	NO
PR 06							
Normal	1217	889	73.05%	1217	856	670	186
Absentee	1217	-	-	1217	0	0	0
PR 07							
Normal	1773	1259	71.01%	1773	1214	944	270
Absentee	1773	-	-	1773	0	0	0
PR 08, 10							
Normal	1534	1156	75.36%	1534	1117	875	242
Absentee	1534	-	-	1534	0	0	0
PR 09							
Normal	1953	1451	74.30%	1953	1388	1110	278
Absentee	1953	-	-	1953	0	0	0
PR 11							
Normal	1288	936	72.67%	1288	905	701	204
Absentee	1288	-	-	1288	0	0	0
PR 12							
Normal	1532	1187	77.48%	1532	1140	916	224
Absentee	1532	-	-	1532	0	0	0
PR 13, 14							
Normal	2325	1659	71.35%	2325	1602	1318	284
Absentee	2325	-	-	2325	0	0	0
PR 15							
Normal	751	506	67.38%	751	455	421	34
Absentee	751	-	-	751	0	0	0
PR 16							
Normal	974	705	72.38%	974	673	529	144
Absentee	974	-	-	974	0	0	0
PR 17							
Normal	1105	866	78.37%	1105	824	669	155
Absentee	1105	-	-	1105	0	0	0
PR 18							
Normal	1171	954	81.47%	1171	906	766	140
Absentee	1171	-	-	1171	0	0	0
PR 19							
Normal	2149	1596	74.27%	2149	1561	1274	287
Absentee	2149	-	-	2149	0	0	0
PR 20							
Normal	1353	1004	74.21%	1353	966	792	174
Absentee	1353	-	-	1353	0	0	0

Statement of Votes Cast
STATE OF MISSOURI - JACKSON COUNTY
GENERAL ELECTION
NOVEMBER 8, 2016
Election Day 11.8.16
Official Results

	Turnout	CITY OF LEE'S SUMMIT, MISSOURI QUESTION							
		Reg. Voters	Ballots Cast	% Turnout	Reg. Voters	Total Votes	YES	NO	
PR 21, 22									
Normal	2380	1762	74.03%	2380	1685	1336	79.29%	349	20.71%
Absentee	2380	-	-	2380	0	0	-	0	-
PR 23									
Normal	2067	1543	74.65%	2067	1479	1193	80.66%	286	19.34%
Absentee	2067	-	-	2067	0	0	-	0	-
PR 24									
Normal	659	506	76.78%	659	474	370	78.06%	104	21.94%
Absentee	659	-	-	659	0	0	-	0	-
PR 25									
Normal	1737	1303	75.01%	1737	1247	1020	81.80%	227	18.20%
Absentee	1737	-	-	1737	0	0	-	0	-
PR 26									
Normal	1345	958	71.23%	1345	905	682	75.36%	223	24.64%
Absentee	1345	1	0.07%	1345	1	1	100.00%	0	-
PR 27									
Normal	2339	1753	74.95%	2339	1683	1358	80.69%	325	19.31%
Absentee	2339	1	0.04%	2339	1	1	100.00%	0	-
PR 28									
Normal	2499	1608	64.35%	2499	1530	1223	79.93%	307	20.07%
Absentee	2499	-	-	2499	0	0	-	0	-
PR 29									
Normal	838	580	69.21%	838	553	428	77.40%	125	22.60%
Absentee	838	-	-	838	0	0	-	0	-
PR 30, 31									
Normal	2333	1565	67.08%	2333	1490	1184	79.46%	306	20.54%
Absentee	2333	-	-	2333	0	0	-	0	-
PR 32									
Normal	1673	1307	78.12%	1673	1248	977	78.29%	271	21.71%
Absentee	1673	-	-	1673	0	0	-	0	-
PR 33									
Normal	1013	741	73.15%	1013	701	523	74.61%	178	25.39%
Absentee	1013	-	-	1013	0	0	-	0	-
PR 34									
Normal	1271	905	71.20%	1271	879	641	72.92%	238	27.08%
Absentee	1271	-	-	1271	0	0	-	0	-
PR 35									
Normal	1074	805	74.95%	1074	739	571	77.27%	168	22.73%
Absentee	1074	3	0.28%	1074	3	1	33.33%	2	66.67%

Statement of Votes Cast
STATE OF MISSOURI - JACKSON COUNTY
GENERAL ELECTION
NOVEMBER 8, 2016
Election Day 11.8.16
Official Results

	Turnout		CITY OF LEE'S SUMMIT, MISSOURI QUESTION			
	Reg. Voters	Ballots Cast % Turnout	Reg. Voters	Total Votes	YES	NO
PR 36	1255	927 73.86%	1255	888	703 79.17%	185 20.83%
Normal	1255	-	1255	0	0	0
Absentee						
PR 37	1486	1090 73.35%	1486	1057	830 78.52%	227 21.48%
Normal	1486	-	1486	0	0	0
Absentee						
PR 38	1021	777 76.10%	1021	737	570 77.34%	167 22.66%
Normal	1021	-	1021	0	0	0
Absentee						
PR 39	1760	1347 76.53%	1760	1285	971 75.56%	314 24.44%
Normal	1760	-	1760	0	0	0
Absentee						
PR 40	1235	814 65.91%	1235	771	571 74.06%	200 25.94%
Normal	1235	-	1235	0	0	0
Absentee						
PR 41, 42	2554	1837 71.93%	2554	1761	1374 78.02%	387 21.98%
Normal	2554	-	2554	0	0	0
Absentee						
PR 43, 45	2724	1966 72.17%	2724	1864	1423 76.34%	441 23.66%
Normal	2724	-	2724	0	0	0
Absentee						
PR44	1739	1326 76.25%	1673	1224	974 79.58%	250 20.42%
Normal	1739	-	1673	0	0	0
Absentee						
PR46, 59	1587	1215 76.56%	1447	1076	863 80.20%	213 19.80%
Normal	1587	-	1447	0	0	0
Absentee						
PR 47	1132	839 74.12%	1132	800	639 79.88%	161 20.12%
Normal	1132	-	1132	0	0	0
Absentee						
PR 48	538	426 79.18%	538	401	322 80.30%	79 19.70%
Normal	538	-	538	0	0	0
Absentee						
PR 49	1527	1066 69.81%	-	-	-	-
Normal	1527	-	-	-	-	-
Absentee						
PR 50	1813	1325 73.08%	-	-	-	-
Normal	1813	-	-	-	-	-
Absentee						

Statement of Votes Cast
STATE OF MISSOURI - JACKSON COUNTY
GENERAL ELECTION
NOVEMBER 8, 2016
Election Day 11.8.16
Official Results

	Turnout		CITY OF LEE'S SUMMIT, MISSOURI QUESTION				
	Reg. Voters	Ballots Cast	% Turnout	Reg. Voters	Total Votes	YES	NO
PR 51							
Normal	920	669	72.72%	-	-	-	-
Absentee	920	-	-	-	-	-	-
PR 52							
Normal	734	531	72.34%	-	-	-	-
Absentee	734	-	-	-	-	-	-
PR 53, 54							
Normal	1177	869	73.83%	-	-	-	-
Absentee	1177	-	-	-	-	-	-
PR 55							
Normal	7	4	57.14%	-	-	-	-
Absentee	7	-	-	-	-	-	-
PR 56, 57							
Normal	14	11	78.57%	-	-	-	-
Absentee	14	-	-	-	-	-	-
PR 60, 61							
Normal	932	718	77.04%	-	-	-	-
Absentee	932	-	-	-	-	-	-
PR 62							
Normal	64	41	64.06%	-	-	-	-
Absentee	64	-	-	-	-	-	-
SN 01							
Normal	414	242	58.45%	-	-	-	-
Absentee	414	-	-	-	-	-	-
SN 02							
Normal	256	179	69.92%	-	-	-	-
Absentee	256	-	-	-	-	-	-
SN 03, 19							
Normal	1175	867	73.79%	-	-	-	-
Absentee	1175	-	-	-	-	-	-
SN 04							
Normal	1090	802	73.58%	-	-	-	-
Absentee	1090	-	-	-	-	-	-
SN 05, 06							
Normal	1266	890	70.30%	-	-	-	-
Absentee	1266	-	-	-	-	-	-
SN 07, 09							
Normal	2382	1717	72.08%	-	-	-	-
Absentee	2382	-	-	-	-	-	-

Statement of Votes Cast
STATE OF MISSOURI - JACKSON COUNTY
GENERAL ELECTION
NOVEMBER 8, 2016
Election Day 11.8.16
Official Results

	Turnout		CITY OF LEE'S SUMMIT, MISSOURI QUESTION				
	Reg. Voters	Ballots Cast	% Turnout	Reg. Voters	Total Votes	YES	NO
SN 08							
Normal	1960	1315	67.09%	-	-	-	-
Absentee	1960	-	-	-	-	-	-
SN 10, 12							
Normal	2966	2200	74.17%	-	-	-	-
Absentee	2966	-	-	-	-	-	-
SN 11							
Normal	1148	870	75.78%	-	-	-	-
Absentee	1148	-	-	-	-	-	-
SN 13, 14							
Normal	2368	1568	66.22%	-	-	-	-
Absentee	2368	-	-	-	-	-	-
SN 15, 23							
Normal	2652	1852	69.83%	-	-	-	-
Absentee	2652	-	-	-	-	-	-
SN 16							
Normal	263	157	59.70%	-	-	-	-
Absentee	263	-	-	-	-	-	-
SN 17							
Normal	1049	757	72.16%	-	-	-	-
Absentee	1049	-	-	-	-	-	-
SN 18							
Normal	1489	1102	74.01%	-	-	-	-
Absentee	1489	-	-	-	-	-	-
SN 20							
Normal	1393	948	68.05%	-	-	-	-
Absentee	1393	-	-	-	-	-	-
SN 21							
Normal	1841	1265	68.71%	-	-	-	-
Absentee	1841	-	-	-	-	-	-
SN 22, 24							
Normal	2326	1427	61.35%	-	-	-	-
Absentee	2326	-	-	-	-	-	-
SN 25							
Normal	516	365	70.74%	-	-	-	-
Absentee	516	-	-	-	-	-	-
SN 26							
Normal	1001	748	74.73%	-	-	-	-
Absentee	1001	-	-	-	-	-	-

Statement of Votes Cast
STATE OF MISSOURI - JACKSON COUNTY
GENERAL ELECTION
NOVEMBER 8, 2016
Election Day 11.8.16
Official Results

	Turnout		CITY OF LEE'S SUMMIT, MISSOURI QUESTION				
	Reg. Voters	Ballots Cast	% Turnout	Reg. Voters	Total Votes	YES	NO
SN 27							
Normal	1630	1198	73.50%	-	-	-	-
Absentee	1630	-	-	-	-	-	-
SN 28							
Normal	1173	867	73.91%	-	-	-	-
Absentee	1173	-	-	-	-	-	-
SN 29							
Normal	1399	956	68.33%	-	-	-	-
Absentee	1399	-	-	-	-	-	-
SN 30							
Normal	1607	1126	70.07%	-	-	-	-
Absentee	1607	-	-	-	-	-	-
SN 31							
Normal	1751	1240	70.82%	-	-	-	-
Absentee	1751	-	-	-	-	-	-
SN 32							
Normal	972	714	73.46%	-	-	-	-
Absentee	972	-	-	-	-	-	-
SN 33							
Normal	437	341	78.03%	-	-	-	-
Absentee	437	-	-	-	-	-	-
SN 34, 35, 36							
Normal	581	472	81.24%	-	-	-	-
Absentee	581	-	-	-	-	-	-
SN 37							
Normal	1162	846	72.81%	-	-	-	-
Absentee	1162	-	-	-	-	-	-
SN 38							
Normal	2311	1642	71.05%	-	-	-	-
Absentee	2311	-	-	-	-	-	-
SN 39							
Normal	1940	1360	70.10%	-	-	-	-
Absentee	1940	-	-	-	-	-	-
SN 40							
Normal	1081	829	76.69%	-	-	-	-
Absentee	1081	1	0.09%	-	-	-	-
SN 41							
Normal	1005	742	73.83%	-	-	-	-
Absentee	1005	-	-	-	-	-	-

Statement of Votes Cast
STATE OF MISSOURI - JACKSON COUNTY
GENERAL ELECTION
NOVEMBER 8, 2016
Election Day 11.8.16
Official Results

	Turnout		CITY OF LEE'S SUMMIT, MISSOURI QUESTION				
	Reg. Voters	Ballots Cast	% Turnout	Reg. Voters	Total Votes	YES	NO
SN 42	1969	1480	75.67%	-	-	-	-
Normal							
Absentee	1969	-	-	-	-	-	-
SN 43, 46	729	535	73.39%	-	-	-	-
Normal							
Absentee	729	-	-	-	-	-	-
SN 44	849	609	71.73%	-	-	-	-
Normal							
Absentee	849	-	-	-	-	-	-
SN 45	1186	818	68.97%	-	-	-	-
Normal							
Absentee	1186	-	-	-	-	-	-
SN 47	744	519	69.76%	-	-	-	-
Normal							
Absentee	744	-	-	-	-	-	-
SN 48	796	567	71.23%	-	-	-	-
Normal							
Absentee	796	-	-	-	-	-	-
SN 49	521	385	73.90%	-	-	-	-
Normal							
Absentee	521	1	0.19%	-	-	-	-
SN 50	234	176	75.21%	-	-	-	-
Normal							
Absentee	234	-	-	-	-	-	-
SN 51	457	349	76.37%	-	-	-	-
Normal							
Absentee	457	-	-	-	-	-	-
VB 01, 12	471	337	71.55%	-	-	-	-
Normal							
Absentee	471	-	-	-	-	-	-
VB 02, 03, 13	1511	1154	76.37%	-	-	-	-
Normal							
Absentee	1511	-	-	-	-	-	-
VB 04	2	2	100.00%	-	-	-	-
Normal							
Absentee	2	-	-	-	-	-	-
VB 07, 08, 14	417	333	79.86%	-	-	-	-
Normal							
Absentee	417	-	-	-	-	-	-

Statement of Votes Cast
 STATE OF MISSOURI - JACKSON COUNTY
 GENERAL ELECTION
 NOVEMBER 8, 2016
 Election Day 11.8.16
 Official Results

Date: 11/21/2016
 Time: 3:22:29 PM

	Turnout			CITY OF LEE'S SUMMIT, MISSOURI QUESTION			
	Reg. Voters	Ballots Cast	% Turnout	Reg. Voters	Total Votes	YES	NO
VB 09							
Normal	439	347	79.04%	-	-	-	-
Absentee	439	-	-	-	-	-	-
VB 10, 11, 19							
Normal	2068	1475	71.32%	-	-	-	-
Absentee	2068	-	-	-	-	-	-
VB 15, 16, 17, 18							
Normal	906	681	75.17%	-	-	-	-
Absentee	906	-	-	-	-	-	-
WA 01							
Normal	1491	1051	70.49%	-	-	-	-
Absentee	1491	-	-	-	-	-	-
WA 02							
Normal	1372	972	70.85%	-	-	-	-
Absentee	1372	-	-	-	-	-	-
WA 03, 04							
Normal	1833	1150	62.74%	-	-	-	-
Absentee	1833	-	-	-	-	-	-
WA 05, 06							
Normal	972	681	70.06%	-	-	-	-
Absentee	972	-	-	-	-	-	-
WA 07							
Normal	1424	944	66.29%	-	-	-	-
Absentee	1424	-	-	-	-	-	-
WA 08							
Normal	807	574	71.13%	-	-	-	-
Absentee	807	-	-	-	-	-	-
WA 09							
Normal	864	645	74.65%	-	-	-	-
Absentee	864	-	-	-	-	-	-
WA 10							
Normal	1806	1251	69.27%	-	-	-	-
Absentee	1806	-	-	-	-	-	-
WA 11							
Normal	1255	914	72.83%	-	-	-	-
Absentee	1255	-	-	-	-	-	-
WA 12							
Normal	1616	1070	66.21%	-	-	-	-
Absentee	1616	-	-	-	-	-	-

Statement of Votes Cast
 STATE OF MISSOURI - JACKSON COUNTY
 GENERAL ELECTION
 NOVEMBER 8, 2016
 Election Day 11.8.16
 Official Results

Date: 11/21/2016
 Time: 3:22:29 PM

	Turnout		CITY OF LEE'S SUMMIT, MISSOURI QUESTION				
	Reg. Voters	Ballots Cast	% Turnout	Reg. Voters	Total Votes	YES	NO
SF01							
Normal	0	0	0	-	-	-	-
Absentee	0	-	-	-	-	-	-
SF02							
Normal	0	0	0	-	-	-	-
Absentee	0	-	-	-	-	-	-
SF03							
Normal	0	0	0	-	-	-	-
Absentee	0	-	-	-	-	-	-
ABSENTEE							
Normal	-	-	-	0	0	0	0
Absentee	-	14908	-	0	3996	3284	82.18%
Total	230465	160789	69.77%	61071	42693	33677	78.88%
Normal	230465	14922	6.47%	61071	4001	3287	82.15%
Absentee	230465	175711	76.24%	61071	46694	36964	79.16%
Total						9730	20.84%

**NOTICE OF SPECIAL ELECTION
CITY OF LEE'S SUMMIT, MISSOURI
TUESDAY, NOVEMBER 8, 2016**

Notice is hereby given to the registered qualified voters of the City of Lee's Summit, Missouri, that the City Council of said City has called a Special Election to be held on Tuesday, November 8, 2016. The polls will be open from 6 a.m. until 7 p.m.

The Jackson County Board of Election Commissioners will conduct the election in that part of the City within Jackson County and the Clerk of the Cass County Commission will conduct the election in that part of the City within Cass County.

The official ballot will be substantially in the following form:


**SAMPLE BALLOT
CITY OF LEE'S SUMMIT, MISSOURI
SPECIAL ELECTION
TUESDAY, NOVEMBER 8, 2016**

QUESTION

Shall the City of Lee's Summit, Missouri, issue its general obligation bonds in the amount of \$14,500,000.00 for the purpose of making public safety improvements including (a) the acquisition and installation of new emergency services radio equipment and related infrastructure (with interconnections for public safety and other operations of the City), (b) the acquisition, construction, furnishing and equipping of a new fire station to replace Fire Station No. 3, and (c) the acquisition of fire equipment and apparatus?

YES
NO

INSTRUCTIONS TO VOTERS

Using blue or black ink, completely fill in the box next to the question response of your choice like this: 

Fill in the oval completely.

**CASS COUNTY
INSTRUCTIONS TO VOTERS**

To vote, darken in the oval(s) completely next to your choice(s), like this: 

Write-in: To vote for a valid write-in candidate, write the person's name on the line provided and darken in the oval.

If you are in favor of the question, fill in the oval on the ballot card below the number that corresponds to YES. If you are opposed to the question, fill in the oval on the ballot card below the number that corresponds to NO.

If you tear, deface, or make a mistake and wrongfully mark any ballot, you must return it to the election judges and receive a new ballot.

The following is a list of the polling (voting) locations:

<u>PCTS.</u>	<u>POLLS</u>	<u>ADDRESSES</u>
JACKSON COUNTY PRAIRIE TOWNSHIP		
2	Lee's Summit Branch Library	150 NW Oldham Pkwy
3,4	Lee's Summit City Hall	220 SE Green St
5	Gamber Center	4 SE Independence Ave
6	Beautiful Savior Lutheran Church	615 SE Todd George Pkwy
7	Pleasant Lea Elementary	700 SW Persels Rd
8,10	Summit Lakes Middle School	3500 SW Windemere Dr
9	Beautiful Savior Lutheran Church	615 SE Todd George Pkwy
11	Summit Lakes Middle School	3500 SW Windemere Dr
12	Trailridge Elementary	3651 SW Windemere Dr
13,14	Lee's Summit Baptist Temple	2614 NW Chipman Rd
15	The Pavilion at John Knox Village	520 NW Murray Rd
16	Sun Valley Clubhouse	301 NW Craigmont Dr
17	Cedar Creek Elementary	2600 SW 3rd St
18	Longview Farms Elementary	1001 SW Longview Park Dr
19	Longview College Recreation Center	3801 SW Longview Rd
20	Winterset Park Community Center	2505 SW Winter Creek Dr
21,22	First Presbyterian Church	1625 NW OBrien Rd
23	Hawthorn Hill Elementary	2801 SW Pryor Rd
24	Holy Spirit Catholic Church	1800 SW State Route 150
25	Holy Spirit Catholic Church	1800 SW State Route 150
26	Blue River Church of Christ	221 NE Woods Chapel Rd
27	Voy Spears Jr Elementary	201 NE Anderson Dr
28	Woods Chapel Community of Christ	500 NE Woods Chapel Rd
29	Woods Chapel Community of Christ	500 NE Woods Chapel Rd
30,31	Chapel Lakes Elementary	3701 NE Independence Ave
32	Delta Woods Middle School	4401 NE Lakewood Way
33	New Springs Community	1800 NE Independence Ave
34	St Matthew's Lutheran Church	700 NE Chipman Rd
35	The Carlyle	1098 NE Independence Ave
36	Lee's Summit Community of Christ	1101 NE Independence Ave
37	Colbern Road Library	1000 NE Colbern Rd
38	Underwood Elementary	1125 NE Colbern Rd
39	Richardson Elementary	800 NE Blackwell Rd
40	Lee's Summit Christian Church	800 NE Tudor Rd
41,42	Lee's Summit Christian Church	800 NE Tudor Rd

43,45	Prairie View Elementary	501 SE Todd George Pkwy
44	Legacy Park Community Center	901 NE Bluestem Dr
46	Highland Park Elementary	400 SE Millstone Ave
47	Grace United Methodist Church	2400 SE US Highway 50
48	Grace United Methodist Church	2400 SE US Highway 50

(Only those who live within the boundaries of the City of Lee's Summit may vote in this election.)

**CASS COUNTY
BIG CREEK TOWNSHIP**

29*	Lake Winnebago City Hall	10 N Winnebago Dr
-----	--------------------------	-------------------

(*Only those who live within the corporate borders of Lee's Summit may vote in the Lee's Summit Municipal Election.)

IN WITNESS WHEREOF, the Jackson County Board of Election Commissioners has caused its name to be hereunto signed and the official seal affixed this 30th day of August, 2016.

**JACKSON COUNTY BOARD
OF ELECTION COMMISSIONERS**

Robert C. Nichols, Jr., Director
 Tammy L. Brown, Director
 ATTEST:
 Colleen M. Scott, Secretary

Mary Ellen Miller, Chairman
 Colleen M. Scott, Secretary
 Vacant, Member
 Michael K. Whitehead, Member

NOTICE OF ACCESSIBILITY

FURTHER NOTICE IS GIVEN that, where a regular polling place has limited accessibility, a disabled or elderly voter may be provided an alternative means of casting his or her ballot. Such means may include reassignment to an accessible polling place, curbside voting, assisted voting or voting by absentee ballot. A voter may apply for an absentee ballot in person or by mail, or may have a relative or guardian apply in person on his or her behalf. If an absentee voter is disabled or incapacitated, the notary requirement is waived. In addition, voters requiring assistance may be assisted by a person of the voter's choice.

Packet Information

File #: BILL NO. 16-249, **Version:** 1

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GREENWOOD, MISSOURI AND THE CITY OF LEE'S SUMMIT, MISSOURI FOR FIRE TRAINING. (PSAB 11-15-16)

Issue/Request:

The City of Greenwood owns a vacant house which is slated for demolition to make way for new development. Greenwood has offered this vacant house to the Lee's Summit Fire Department for practical, "hands on" training exercises for LSFDF firefighters. Lee's Summit Fire Department is requesting to enter into a intergovernmental agreement with the City of Greenwood for the use of a structure for fire training exercises.

Key Issues:

Continual training for firefighters is vital to stay proficient in their skills and abilities. Practical, "hands on" training in structures the firefighters are not familiar with adds value to their job knowledge. The City of Lee's Summit has a contract to provide fire and EMS services with the City of Greenwood. The City of Greenwood will have the property inspected for asbestos, lead, mold, and PCB by a certified inspector. The City of Greenwood will also disconnect all utilities and tanks prior to the training. Examples of training at this structure by LSFDF include hose line advancement and flow, search and rescue, ventilation, and forced entry. There will be no live fire training involved. Theatrical smoke will be used to simulate reduced visibility within the structure.

Proposed City Council Motion:

I move to recommend to City Council approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GREENWOOD, MISSOURI AND THE CITY OF LEE'S SUMMIT, MISSOURI FOR FIRE TRAINING.

Background:

The City of Greenwood contacted the Training Division of the Lee's Summit Fire Department, offering up a vacant residence that the City of Greenwood owns to the Lee's Summit Fire Department for practical, "hands on" training, prior to the structure being demolished for future development. The residence was inspected by LSFDF staff, and was determined to be a valued opportunity for important training by LSFDF members. The offered vacant residence is the type of structure that a majority of structure fires LSFDF responds to, and by having a structure unfamiliar to LSFDF firefighters, this training will be very useful.

At Greenwood's November 9th, 2016 Board of Aldermen meeting, the intergovernmental agreement passed unanimously.

Impact/Analysis:

There will be no perceived financial impact of this agreement. Very valuable practical training will be conducted.

Timeline:

Start: December 5, 2016

Finish: December 9, 2016

Presenter: Rick Poeschl, Fire Chief; Dan Manley, Assistant Fire Chief - Training

Recommendation: Staff recommends approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GREENWOOD, MISSOURI AND THE CITY OF LEE'S SUMMIT, MISSOURI FOR FIRE TRAINING.

Committee Recommendation: At the November 15th meeting of the Public Safety Advisory Board, the Board unanimously approved the recommendation to the full City Council.

BILL NO. 16-249

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GREENWOOD, MISSOURI AND THE CITY OF LEE'S SUMMIT, MISSOURI FOR FIRE TRAINING.

WHEREAS, Section 70.220 of the Revised Missouri Statutes provides that any municipality may contract with any other municipality or political subdivision regarding public facilities or improvements, or for a common service; and,

WHEREAS, Section 70.230 of the Revised Missouri Statutes authorizes a municipality to exercise the power conferred by Section 70.220 by ordinance duly enacted; and,

WHEREAS, the City of Greenwood, Missouri and the City of Lee's Summit, Missouri desire to enter into an intergovernmental agreement for use of a parcel of land for fire training by the Lee's Summit Fire Department; and,

WHEREAS, an intergovernmental agreement is needed to define the mutual responsibilities of the respective parties.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the Intergovernmental Agreement by and between the City of Lee's Summit, Missouri and the City of Greenwood, Missouri, appended hereto and made a part hereof by reference, is hereby approved and the Mayor is hereby authorized to execute the same on behalf of the City of Lee's Summit, Missouri.

SECTION 2. That this ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

PASSED by the City Council of the City of Lee's Summit, Missouri, this ____ day of _____, 2016.

ATTEST: _____
Mayor Randall L. Rhoads

City Clerk Denise Chisum

APPROVED by the Mayor of said city this ____ day of _____, 2016.

ATTEST: _____
Mayor Randall L. Rhoads

City Clerk Denise Chisum

APPROVED AS TO FORM:

Chief Counsel of Public Safety Beth Murano

AN ORDINANCE APPROVING AN AGREEMENT WITH THE CITY OF LEE'S SUMMIT FOR FIRE TRAINING

WHEREAS, Section 70.220, RSMo provides that any city may contract with any political subdivision or state agency regarding public facilities or improvements, or for a common service; and

WHEREAS, Section 70.230, RSMo authorizes a city to exercise the power conferred by Section 70.220 by ordinance duly enacted.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF GREENWOOD, MISSOURI, AS FOLLOWS:

That the Board of Aldermen of the City of Greenwood hereby approves the Intergovernmental Agreement for fire training with the City of Lee's Summit, a copy of which is attached hereto in its substantial form, and also authorizes the Mayor to sign for and execute the agreement on the City's behalf. The Mayor, City Clerk, and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments, agreements and other documents, as may be necessary or convenient to perform all matters herein authorized.

PASSED THIS 9th DAY OF NOVEMBER, 2016, BY THE BOARD OF ALDERMEN OF THE CITY OF GREENWOOD, MISSOURI.

Alderman	Vote			
	Aye	Nay	Abstain	Absent
Cover	✓			
Harrell	✓			
Muchmore	✓			
Thatcher	✓			
Weaver (in case of tie)				

APPROVED THIS 9th DAY OF NOVEMBER, 2016 AS ORDINANCE NO. 2016-2917.


Levi Weaver, Mayor

ATTEST:


Dorothy Watkins, City Clerk

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE CITY OF LEE'S SUMMIT, MISSOURI
AND
THE CITY OF GREENWOOD, MISSOURI**

THIS INTERGOVERNMENTAL AGREEMENT is entered into this _____ day of _____, 2016, by and between THE CITY OF LEE'S SUMMIT, MISSOURI, a Missouri Charter City organized and operating under the laws of the State of Missouri (hereinafter "City of Lee's Summit"), and THE CITY OF GREENWOOD, MISSOURI, a Missouri Fourth Class City (hereinafter "City of Greenwood").

WHEREAS, the City of Lee's Summit Fire Department (hereinafter "Lee's Summit Fire Department") provides fire suppression and protection services to the City of Lee's Summit and provides similar services to the City of Greenwood through an annually renewable Fire Protection and Ambulance Services Agreement; and

WHEREAS, in order to provide such services the Lee's Summit Fire Department conducts training exercises to train Fire Department employees in firefighting skills and continually looks for opportunities to train in buildings typical to the buildings they respond to such as single family residences to enhance and improve the firefighter's ability to make both communities safe; and

WHEREAS, the City of Greenwood is the owner a parcel of land upon which a residential home is designated for demolition. The residence is located at 2202 W. Main St., Greenwood, Missouri 64034 and the City of Greenwood desires to offer the use of the property to the Lee's Summit Fire Department for firefighter training prior to demolition; and

WHEREAS, the Parties desire to enter into an agreement that outlines the commitments and considerations to be provided by each for the use of the property for fire training by the Lee's Summit Fire Department prior to demolition of the building by the City of Greenwood.

NOW THEREFORE, in consideration of the mutual promises and covenants and conditions herein set forth, it is agreed by the Parties as follows:

**ARTICLE ONE: COMMITMENTS AND CONSIDERATIONS TO BE PROVIDED BY CITY OF
GREENWOOD, MISSOURI**

1. The City of Greenwood acknowledges and represents that it has sole legal title to the property commonly known as 2202 W. Main St. Greenwood, Missouri 64034 (hereinafter "Property") and intends to demolish the single family residence located on the property and has further entered into a contract with Midland Wrecking, Inc. for demolition.
2. Prior to demolition, the City of Greenwood is granting use of the Property, including the residential building located on the property, to the Lee's Summit Fire Department for fire training exercises.

3. The City of Greenwood acknowledges that use of the Property by the Lee's Summit Fire Department will necessarily cause damage to the Property, and hereby expressly releases the City of Lee's Summit, its officials (including elected officials), agents, employees, predecessors, successors, supervisors, insurers, contractors, attorneys and subdivisions from the responsibility for any damage to the Property that may occur as a result of the fire training exercises, including damages or destruction of real property, personal property, equipment, mobile or stationary, passenger or commercial vehicles, lawn turf, shrubbery, trees, or out buildings that may be located on the property during the training exercises.
4. The City of Greenwood will remove all items of value or items intended to be salvaged from the Property prior to the commencement of the fire training exercises.
5. Prior to granting access to the Lee's Summit Fire Department for training, the City of Greenwood will have the Property inspected for asbestos, lead, mold and PCB by a certified inspector. A copy of the report will be provided to the City of Lee's Summit. If abatement of any hazardous substance is recommended, the abatement must be completed to the satisfaction of the certified inspector prior to the commencement of training.
6. The City of Greenwood will disconnect all utilities and tanks including natural gas, electricity, water, sewer, on-site propane or other fuel tanks prior to commencement of the training.
7. The City of Greenwood hereby releases the City of Lee's Summit, its officials (including elected officials), agents, employees, predecessors, successors, supervisors, insurers, contractors, attorneys and subdivisions from any and all real or possible losses, claims, actions, judgments for damages, expenses, harm or injury to persons or property incurred in relation to the fire training not attributable to the tortious or intentional conduct of the City of Lee's Summit, regardless of the manner by which such claim may be brought.
8. The City of Greenwood reserves the right to order that fire training exercises at the Property cease for a period of time as it may determine necessary.
9. The City of Greenwood will demolish the building on the Property within seventy two (72) hours following the completion of the training by the Lee's Summit Fire Department or as soon as feasible thereafter and does hereby acknowledge and assume any and all liability that may occur following completion of the training session.

**ARTICLE TWO: COMMITMENTS AND CONSIDERATIONS TO BE PROVIDED BY CITY OF LEE'S
SUMMIT, MISSOURI**

1. The City of Lee's Summit by and through the Lee's Summit Fire Department will conduct destructive fire training exercises at the Property that includes, but is not limited to, the following activities: hose line drills, search and rescue drills, ladder use training, filling the structure with theatrical smoke, cutting holes in the roof, walls and floors, prying open doors, and breaking windows. The Lee's Summit Fire Department will not use live fire during the training.

2. The City of Lee's Summit agrees to comply with all applicable policies on training as adopted by the Lee's Summit Fire Department and all federal, state, and local laws.
3. The City of Lee's Summit acknowledges that conducting and participating in firefighting training exercises is inherently dangerous and carries with it certain risks, including injury to persons that range from minor to life-threatening or even death. The City of Lee's Summit agrees to release and discharge the City of Greenwood of and from all liability for any and all actions, claims, demands, losses or damages as a result of injury to Lee's Summit Fire Fighters or Lee's Summit property, including death, whether caused by the negligence or other acts or omissions of the City of Lee's Summit in any way resulting either directly or indirectly from the Lee's Summit Fire Department fire training.
4. The City of Lee's Summit will secure the Property at the conclusion of the training session. If fire training occurs over a multiple day period, the City of Lee's Summit will resecure the property at the conclusion of each days training session and conduct a walk-through safety inspection of the property prior to the beginning of the next training session. Securing the Property will include boarding up windows that were breached during the training exercise and securing external doors.
5. The City of Lee's Summit will conduct a mold analysis sampling of the Property prior to commencement of the training to determine whether the zones of operation of the training exercises should be limited to certain portion of the Property.

ARTICLE THREE: MUTUAL AGREEMENTS OF THE PARTIES

1. Lee's Summit certifies that it carries general commercial liability, property and Worker's Compensation insurance as appropriate and agrees to provide valid Certificates of Insurance to Greenwood to evidence said insurance coverage as applicable to the activities to be undertaken in this Agreement.
2. Greenwood certifies that it carries general commercial liability, property and Worker's Compensation insurance as appropriate and agrees to provide valid Certificates of Insurance to Lee's Summit to evidence said insurance coverage as applicable to the activities to be undertaken in this Agreement.
3. This Agreement shall be in full force and effect for a period of four (4) months from the date of the Agreement. Irrespective thereof, the City of Greenwood's demolition of the building on the Property will terminate this Agreement. The City of Greenwood will give notice to the City of Lee's Summit of the scheduled demolition date and date, if different, that the City of Lee's Summit will no longer have permission to train at the Property.
4. All notices provided under this Agreement shall be in writing shall be served by United States mail, postage prepaid, and addressed as hereinafter specified.

If to the City of Lee's Summit:
Rick Poeschl, Fire Chief

City of Lee's Summit, Fire Department
207 S.E. Douglas
Lee's Summit, MO 64063

If to the City of Greenwood:

709 W. Main St.
Greenwood, MO 64034

5. If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, such holding shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.
6. This Agreement shall be interpreted under the laws of the State of Missouri without regard to any conflict of laws provision. Any litigation under this Agreement shall be resolved in the circuit court of Jackson County, State of Missouri.

IN WITNESS WHEREOF, the parties hereto have made and executed this Intergovernmental Agreement as of the day and year first above written.

City of Lee's Summit, Missouri

Randall L. Rhoads
Mayor

Date


ATTEST:

Office of the City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

City of Greenwood, Missouri


By: Ken Lawson
Title: Mayor of Greenwood

11-9-16
Date

Packet Information

File #: BILL NO. 16-250, **Version:** 1

AN ORDINANCE APPROVING THE TAX INCREMENT FINANCING CONTRACT BETWEEN THE CITY OF LEE'S SUMMIT AND M-III LONGVIEW, LLC, FOR THE NEW LONGVIEW TAX INCREMENT FINANCING PLAN AND THE SECOND AMENDED AND RESTATED LONGVIEW FARM TAX INCREMENT FINANCING PLAN.

Issue/Request:

AN ORDINANCE APPROVING THE TAX INCREMENT FINANCING CONTRACT BETWEEN THE CITY OF LEE'S SUMMIT AND M-III LONGVIEW, LLC, FOR THE NEW LONGVIEW TAX INCREMENT FINANCING PLAN AND THE SECOND AMENDED AND RESTATED LONGVIEW FARM TAX INCREMENT FINANCING PLAN.

Key Issues:

This ordinance will approve the tax increment financing contract with M-III Longview, LLC, which is the developer of record for the Second Amended and Restated Longview Farm Tax Increment Financing Plan and the New Longview Tax Increment Financing Plan. These two TIF Plan documents were approved by the City Council in December 2015, and this contract will implement those TIF plans. The attached memorandum from Gilmore & Bell provides the project background and history and a summary of the TIF contract.

Proposed City Council Motion:

First Motion: AN ORDINANCE APPROVING THE TAX INCREMENT FINANCING CONTRACT BETWEEN THE CITY OF LEE'S SUMMIT AND M-III LONGVIEW, LLC, FOR THE NEW LONGVIEW TAX INCREMENT FINANCING PLAN AND THE SECOND AMENDED AND RESTATED LONGVIEW FARM TAX INCREMENT FINANCING PLAN, I move for second reading.

Second Motion: AN ORDINANCE APPROVING THE TAX INCREMENT FINANCING CONTRACT BETWEEN THE CITY OF LEE'S SUMMIT AND M-III LONGVIEW, LLC, FOR THE NEW LONGVIEW TAX INCREMENT FINANCING PLAN AND THE SECOND AMENDED AND RESTATED LONGVIEW FARM TAX INCREMENT FINANCING PLAN, I move for second adoption.

Background:

The background for this item is set forth in the attached memorandum from Gilmore & Bell.

Timeline:

Exhibit E to the TIF Contract provides the updated proposed timeline for the historic preservation work and development of the Redevelopment Projects.

Presenter: David Bushek, Gilmore & Bell, P.C., City's Economic Development Counsel

Recommendation: Staff recommends approval of the ordinance

Committee Recommendation: The TIF Commission held a public hearing on the amendment to the 2003 TIF

Plan and the New Longview TIF Plan in 2015 and voted to approve both TIF Plans.

BILL NO. 16-250

AN ORDINANCE APPROVING THE TAX INCREMENT FINANCING CONTRACT BETWEEN THE CITY OF LEE'S SUMMIT AND M-III LONGVIEW, LLC, FOR THE NEW LONGVIEW TAX INCREMENT FINANCING PLAN AND THE SECOND AMENDED AND RESTATED LONGVIEW FARM TAX INCREMENT FINANCING PLAN.

WHEREAS, on October 16, 2003, the City Council approved the First Amended and Ratified Longview Farm Tax Increment Financing Plan (the "Longview Farm TIF Plan") through the adoption of Ordinance No. 5630, for the redevelopment of certain historic structures on the Longview Farm property, in accordance with the Real Property Tax Increment Allocation Redevelopment Act, sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the "TIF Act"); and,

WHEREAS, on January 19, 2012, the City Council adopted Ordinance No. 7138 which approved the First Amendment to the Longview Farm TIF Plan, which adjusted the location of Redevelopment Project 5 in order to accommodate the location of an apartment complex development within the Redevelopment Area of the Longview Farm TIF Plan; and,

WHEREAS, on December 17, 2015, the City Council approved Ordinance No. 7778 which approved the Second Amended and Restated Longview Farm Tax Increment Financing Plan (the "2003 TIF Plan"), and which also adjusted the boundaries of certain Redevelopment Project Areas for the Amended Plan and took other actions related to the Amended 2003 TIF Plan; and,

WHEREAS, on December 17, 2015, the City Council also approved Ordinance No. 7779 which approved the New Longview Tax Increment Financing Plan (the "New Longview TIF Plan"), and which also approved the Redevelopment Area for the plan, designated M-III Longview, LLC (the "Developer") as the developer of record for the plan and took other actions related to approval of the plan; and,

WHEREAS, the City Council desires to approve a tax increment financing contract to provide for the implementation of the 2003 TIF Plan and the New Longview TIF Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. The Tax Increment Financing Contract between the City and Developer, which is attached hereto as Exhibit A and incorporated herein by reference (the "TIF Agreement"), is hereby approved and the City Manager is authorized and directed to execute the TIF Agreement in substantial compliance with the attached TIF Agreement.

SECTION 2. City officers and agents of the City are each hereby authorized and directed to take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and the TIF Contract.

SECTION 3. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

BILL NO. 16-250

SECTION 4. This Ordinance shall be in full force and effect from and after its passage, adoption, and approval by the Mayor.

PASSED by the City Council for the City of Lee's Summit, Missouri, this 1st day of December, 2016.

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED by the Mayor of said city this _____ day of December, 2016.

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

City Attorney *Brian W. Head*

EXHIBIT A

TAX INCREMENT FINANCING CONTRACT

[ATTACHED]

TAX INCREMENT FINANCING CONTRACT

between the

CITY OF LEE'S SUMMIT, MISSOURI

and

M-III LONGVIEW, LLC

dated as of December 1, 2016

IMPLEMENTING

THE NEW LONGVIEW TAX INCREMENT FINANCING PLAN

AND

**THE SECOND AMENDED AND RESTATED
LONGVIEW FARM TAX INCREMENT FINANCING PLAN**

TAX INCREMENT FINANCING CONTRACT

TABLE OF CONTENTS

	<u>Page</u>
Parties.....	1
Recitals.....	1

ARTICLE 1: RECITALS, EXHIBITS AND DEFINITIONS

Section 1.01.	Recitals and Exhibits	1
Section 1.02.	Definitions	2

ARTICLE 2: REPRESENTATIONS, WARRANTIES AND ADMINISTRATION

Section 2.01.	Representations of the City.....	8
Section 2.02.	Representations of the Developer.....	8
Section 2.03.	Conditions to Effective Date	10
Section 2.04.	Developer to Advance Costs.....	10
Section 2.05.	Funding of Administrative Costs.....	10
Section 2.06.	Developer’s Ownership of the Property	11
Section 2.07.	Developer Designation and Development Rights.....	12

ARTICLE 3: REIMBURSEMENT OF COSTS

Section 3.01.	Limitation on Reimbursement	11
Section 3.02.	City’s Obligations for Reimbursement	12
Section 3.03.	City Loan	14
Section 3.04.	Reimbursement Process.....	17
Section 3.05.	Limitation on Source of Funds for City’s Obligation to Reimburse.....	18
Section 3.06.	Taxing Districts Capital Contribution.....	18

ARTICLE 4: TAX INCREMENT FINANCING

Section 4.01.	Redevelopment Project Area and Redevelopment Project	18
Section 4.02.	Project Budget	19
Section 4.03.	Removal of Blighting Conditions in the Redevelopment Area	19
Section 4.04.	Payments in Lieu of Taxes.....	19
Section 4.05.	Economic Activity Taxes.....	20
Section 4.06.	Special Allocation Fund.....	21
Section 4.07.	Disbursements From Special Allocation Funds.....	21
Section 4.08.	Full Assessment	21

ARTICLE 5: CONSTRUCTION OF THE REDEVELOPMENT PROJECTS

Section 5.01. Project Schedule, Design and Construction.....22
Section 5.02. Relocation within the City20
Section 5.03. Compliance with Laws and Requirements23
Section 5.04. Lease of Property.....23
Section 5.05. Sale of Property23

**ARTICLE 6: HISTORIC PRESERVATION IMPROVEMENTS – STABILIZATION,
PRESERVATION AND REDEVELOPMENT**

Section 6.01. Stabilization of Historic Improvements.....24
Section 6.02. Accounting for Historic Items25
Section 6.03. Historic Preservation Work.....25
Section 6.04. Certificate of Substantial Completion26

ARTICLE 7: GENERAL COVENANTS

Section 7.01. Indemnification of the City.....26
Section 7.02. Assignment of Developer’s Rights and Obligations and Transfer of
Property27
Section 7.03. Mutual Assistance.....29
Section 7.04. Time of Essence.....29
Section 7.05. Amendments.....29

ARTICLE 8: DEFAULTS AND REMEDIES

Section 8.01. Developer Event of Default.....30
Section 8.02. City Event of Default.....30
Section 8.03. Remedies Upon a Developer Event of Default.....30
Section 8.04. Remedies Upon a City Event of Default31
Section 8.05. Excusable Delays.....31

ARTICLE 9: GENERAL PROVISIONS

Section 9.01. Term.....32
Section 9.02. Nondiscrimination32
Section 9.03. Inspections and Audits.....32
Section 9.04. Required Disclosures.....32
Section 9.05. Authorized Parties32
Section 9.06. Superseding Effect and Conflicts33
Section 9.07. Severability.....33
Section 9.08. Missouri Law.....33
Section 9.09. Notices.....34
Section 9.10. Counterparts34
Section 9.11. Binding Effect and Memorandum of Contract34
Section 9.12. Consent or Approval.....34

Section 9.13.	Tax Implications	34
	Signatures	S-1

LIST OF EXHIBITS

<u>Exhibit A</u>	Map of Redevelopment Areas
<u>Exhibit B</u>	Legal Description of Redevelopment Project Areas
<u>Exhibit C</u>	Map of Redevelopment Project Areas
<u>Exhibit D</u>	Project Budget
<u>Exhibit E</u>	Project Schedule
<u>Exhibit F</u>	Historic Preservation Improvements
<u>Exhibit G</u>	Form of Historic Preservation Easement
<u>Exhibit H</u>	City Loan Repayment Schedule
<u>Exhibit I</u>	Certificate of Substantial Completion
<u>Exhibit J</u>	Application for Reimbursable Project Costs
<u>Exhibit K</u>	Assignment Agreement
<u>Exhibit L</u>	Permitted Assigns

TAX INCREMENT FINANCING CONTRACT

THIS TAX INCREMENT FINANCING CONTRACT is made and entered into as of December 1, 2016, (the “**Effective Date**”) by and between the **CITY OF LEE’S SUMMIT, MISSOURI**, a charter city and political subdivision of the State of Missouri, and **M-III LONGVIEW, LLC**, a Delaware limited liability company authorized to conduct business in Missouri. (All capitalized terms used but not otherwise defined herein shall have the meanings ascribed in **Section 1.02** of this Contract.)

RECITALS

1. On October 16, 2003, the City Council approved the First Amended and Ratified Longview Farm Tax Increment Financing Plan (the “**Longview Farm TIF Plan**”) through the adoption of Ordinance No. 5630, for the redevelopment of historic structures on the Longview Farm property, in accordance with the TIF Act.

2. The financing and historic preservation purposes of the Longview Farm TIF Plan were not realized, and only four of the ten redevelopment project areas were initiated within the legally required ten-year period, and the ownership of a significant portion of the initial Longview Farm TIF Plan redevelopment area was transferred through foreclosure proceedings.

3. Revised incentive plans were proposed by the new owner of undeveloped property within the Longview Farm TIF Plan redevelopment area, including revisions to the Longview Farm TIF Plan and the creation of a new TIF Plan.

4. Pursuant to the provisions of the TIF Act, the Lee’s Summit Tax Increment Financing Commission (“**TIF Commission**”) was composed of representatives from the City and from the affected taxing jurisdictions for the purpose of conducting a public hearing and making recommendations about the Plans to the City Council.

5. On November 16, 2015, the TIF Commission held public hearings to consider the proposed Second Amended and Restated Longview Farm TIF Plan and the New Longview TIF Plan and thereafter voted unanimously to approve Resolution 2015-02 and Resolution 2015-03 which recommended approval of the two plans.

6. On December 17, 2015 the City Council approved Ordinance No. 7778 which approved the Second Amended and Restated Longview Farm TIF Plan, Ordinance No. 7779 which approved the New Longview TIF Plan, and Ordinance No. 7780 which approved Redevelopment Project A for the New Longview TIF Plan.

7. The Parties desire to enter into this Contract to implement the Plans.

Now, therefore, in consideration of the premises and mutual promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1: RECITALS, EXHIBITS AND DEFINITIONS

Section 1.01. Recitals and Exhibits. The representations, covenants and recitations set forth in the foregoing recitals are material to this Contract and are hereby incorporated into and made a part of this Contract as though they were fully set forth in this Section. The provisions of the Redevelopment Plans

and the provisions of the TIF Act as amended as of and including the date of this Contract, are hereby incorporated herein by reference and made a part of this Contract, subject in every case to the specific terms hereof. In the event of any conflict between the provisions of this Contract and any other documents related to the Redevelopment Plans previously prepared or executed, the provisions of this Contract shall control.

Section 1.02. Definitions. Words and terms not defined elsewhere in this Contract shall, except as the context otherwise requires, have the following meanings:

“**2003 TIF Contract**” means the First Amended and Restated Tax Increment Financing Contracted dated October 28, 2003 between the City and Gale Communities, Inc.

“**2003 TIF Plan**” means the Second Amended and Restated Longview Farm Tax Increment Financing Plan as approved by Ordinance No. 7778 on December 17, 2015.

“**Action**” shall have the meaning set forth in **Section 7.01.B**.

“**Administrative Costs**” means all documented costs and expenses reasonably incurred by the City for planning, legal, financial, administrative and other costs associated with the review, consideration, approval and implementation of the Plans and this Contract, including all consultants engaged by the City.

“**Advanced Funds**” shall have the meaning set forth in **Section 2.05.B**.

“**Advanced Funds Account**” shall have the meaning set forth in **Section 2.05.B**.

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

“**Application for Reimbursable Project Costs**” means a certificate in substantially the form attached as **Exhibit J** hereto furnished by the Developer to the City evidencing Reimbursable Project Costs.

“**Best Efforts**” means actual, reasonable, good faith attempts to accomplish or achieve the required obligation which shall be documented by the party taking such action, and proof of such documentation may be requested in writing by the other party to verify that such actual, reasonable, good faith attempts occurred.

“**Certificate of Substantial Completion**” means a certificate in substantially the form attached as **Exhibit I** hereto furnished by the Developer and approved by the City pursuant to **Section 6.04** upon the substantial completion of an Historic Structure.

“**City**” means the City of Lee’s Summit, Missouri, a charter city and political subdivision of the State of Missouri.

“**City Attorney**” means the then current attorney appointed by the City as the City Attorney.

“**City Council**” means the City Council of the City of Lee’s Summit, Missouri.

“City Director of Finance” means the Chief Financial Officer of the City.

“City Engineer” means a person or firm engaged by the City to perform engineering services, or a person that may be hired and appointed by the City as the City Engineer.

“City Event of Default” has the meaning set forth in **Section 8.02**.

“City Indemnified Parties” shall have the meaning set forth in **Section 7.01.A**.

“City Loan” means the loan to be made by the City pursuant to the City’s Interfund Loan Policy, using available City funds which will be allocated and designated to fund the payment of those Reimbursable Project Costs under the 2003 TIF Plan for the Phase 1 Historic Preservation Improvements as set forth in **Exhibit G**.

“City Manager” means the City Manager of the City, or his/her designee.

“City Planning Commission” means the Planning Commission of the City.

“Closing” means, with respect to the City Loan, the delivery of written confirmation by the City that all steps necessary to make \$3,450,000 available for the reimbursement of Phase 1 Reimbursable Project Costs in accordance with this Contract, the City’s Interfund Loan Policy and all procedures and policies adopted by the City to implement the Interfund Loan Policy have been completed.

“Collection Authority” means the TIF Commission, the City, the County Collector, or any other governmental official or body charged with the collection of Payments in Lieu of Taxes or Economic Activity Taxes.

“Completed Historic Preservation Improvements” means those Historic Preservation Improvements as listed in **Exhibit F** which are stabilized, renovated, rehabilitated, reconstructed, repaired or remodeled in accordance with the description of such work as set forth in the Plans on the Effective Date of this Contract.

“Construction Inspector” means a City agent or employee designated by the City to perform inspections.

“Contract” means this Tax Increment Financing Contract, as the same may be from time to time modified, amended or supplemented in writing by the Parties hereto.

“County” means Jackson County, Missouri.

“County Assessor” means the County Assessor of Jackson County, Missouri.

“County Collector” means the County Collector of Jackson County, Missouri.

“Developer” means M-III Longview, LLC, a Delaware limited liability company, its Permitted Assigns as set forth in **Section.7.02** and **Exhibit L**, and/or its permitted successors in interest.

“Developer Event of Default” has the meaning set forth in **Section 8.01**.

“Economic Activity Taxes” shall have the meaning ascribed to such term in Section 99.805 of the TIF Act.

“Economic Activity Taxes Account” means the separate segregated account within the Special Allocation Fund into which fifty percent (50%) of Economic Activity Taxes are to be deposited.

“Excusable Delay” means any delay beyond the reasonable control of the Party affected, caused by damage or destruction by fire or other casualty, strike, shortage of materials, civil disorder, war, wrongful failure or refusal of any governmental entity to issue any permits and/or legal authorization, unavailability of labor or other labor/contractor disputes, unusually adverse weather conditions, and any other events or conditions which in fact prevents the Party so affected from discharging its respective obligations hereunder.

“Façade” means the exterior features of an Historic Structure together with the structural portions of the Historic Structure that support such exterior features.

“Funding Agreement” means the Funding Agreement executed by the City and the Developer dated August 24, 2015 for the payment of City costs associated with reviewing, approving and implementing the Plans.

“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 or zoning approvals as required in the ordinary course of business pursuant to the City’s Unified Development Ordinance and this Contract.

“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) having jurisdiction or authority over the Redevelopment Areas, whether now or hereafter in existence.

“Historic Items” means all tangible personal property of an historical nature located at or on an Historic Structure on the date that the Property was acquired by Developer, including all farm equipment, farm implements, tools, signs and signage, advertisements, furniture and household items used on the farm, equipment and implements associated with farm operations, horse stall fixtures and equipment, dairy stall fixtures and equipment, light fixtures, wood beams, ceiling joists, wood flooring, all wood associated with the Historic Structures that may be re-purposed for functional or decorative purposes, floor tiles, roof tiles, decorative farm items, ornaments and ornamental items, equipment and items associated with farming operations, and all similar items of historic nature associated with the farm property or farming operations.

“Historic Preservation Easement” means an easement granted by Developer or an authorized successor and assign of Developer to the City (or to a third party as selected by the City) in substantial compliance with the form of easement attached as **Exhibit G** which may include those changes and additions as the Parties deem necessary to fit the particular facts and circumstances associated with a completed Historic Structure and the granting of an easement for such structure and the associated lands and water features. The Parties agree that the form of the Historic Preservation Easement may be modified to fit the particular facts and circumstances associated with the characteristics of each Historic Structure, taking into account any aspect of the Façade of such structure that requires special treatment based on the renovation and reconstruction that has occurred to allow for the intended uses of the structure and the property. Alterations to the form of Historic Preservation Easement may be negotiated and approved by the City Manager or his designee without City Council approval of the final form of easement, provided that the final form of easement binds Developer to the substantially identical restrictions regarding future alterations of the Façade, the City’s rights of approvals for proposed

alterations of the Façade, and the Developer's obligations to maintain the Façade in accordance with the approved plans for the structure, all as provided in the form of easement attached as **Exhibit G**.

"Historic Preservation Improvements" means the Phase 1 Historic Preservation Improvements and the Phase 2 Historic Preservation Improvements as set forth in **Exhibit F**.

"Historic Structure" means each of the structures set forth in **Exhibit F**, along with all lands and water features, supporting grounds, support areas, fixtures and improvements associated with each structure.

"Historic Tax Credits" means those tax credits applicable to federal and state income taxes which are provided for the Historic Preservation Improvements as a result of the Historic Preservation Tax Incentives Program which are administered by the National Park Service and the Missouri Department of Natural Resources pursuant to applicable federal and state laws and regulations.

"New Longview TIF Plan" means the New Longview Tax Increment Financing Plan as approved by Ordinance No. 7779 on December 17, 2015.

"North Arch Cost" shall have the meaning set forth in **Section 6.03**.

"Obligations" means bonds, loans, debentures, notes, special certificates, or other evidences of indebtedness issued by the City to fund Reimbursable Project Costs or to refund outstanding Obligations. The issuance of Obligations is the sole discretion of the City.

"Ordinance" means an ordinance adopted by the City Council.

"Party" or **"Parties"** means the City or the Developer, or collectively both City and Developer.

"Payments in Lieu of Taxes" shall have the meaning assigned to such term in Section 99.805 of the TIF Act.

"Permitted Subsequent Approvals" means the building permits and other Governmental Approvals customarily obtained prior to construction which have not been obtained or which the City or other Governmental Authority has not yet determined to grant on the date that this Contract is executed.

"Permitted Assigns" means the permitted assigns pursuant to **Section 7.02** and shall include as of the Effective Date of this Contract those assigns set forth on **Exhibit L**.

"Phase 1 Historic Preservation Improvements" means those Uncompleted Historic Preservation Improvements set forth in **Exhibit D** which are listed under Phase 1 Historic Preservation Improvements and which are intended to be funded, in part, from the City Loan and TIF Revenues generated by the 2003 TIF Plan.

"Phase 2 Historic Preservation Improvements" means those Uncompleted Historic Preservation Improvements set forth in **Exhibit D** which are listed under Phase 2 Historic Preservation Improvements and which are intended to be funded, in part, from TIF Revenues generated by the New Longview TIF Plan.

"PILOT Account" means the separate segregated account within the Special Allocation Fund into which Payments in Lieu of Taxes are to be deposited.

“**Plans**” means, collectively, the 2003 TIF Plan and the New Longview TIF Plan.

“**Project Budget**” means the Project Budget set forth in **Exhibit D**.

“**Project Ordinance**” means each of the Ordinances approved by the City Council to approve and activate one or more of the Redevelopment Project Areas for the New Longview TIF Plan.

“**Project Schedule**” means the schedule for completion of the private development and completion of the Historic Structures as set forth in **Exhibit E**.

“**Projected Assessed Value**” shall have the meaning set forth in **Section 4.04.C**.

“**Property**” means all of the real property located within the boundaries of the Redevelopment Area for the New Longview TIF Plan which is owned by Developer or its Permitted Assigns (as set forth in **Section 7.02**) on the Effective Date of this Contract.

“**Redevelopment Areas**” means the areas depicted in **Exhibit A** for each of the Plans.

“**Redevelopment Plan**” means the 2003 TIF Plan and/or the New Longview TIF Plan, as the context so requires.

“**Redevelopment Project**” means each of the fifteen (15) redevelopment projects labeled A through O in the New Longview TIF Plan and located within the Redevelopment Area for the New Longview TIF Plan that are approved by Ordinance pursuant to the TIF Act.

“**Redevelopment Project Area**” means the property within each of the Redevelopment Projects that is approved by Ordinance for the New Longview TIF Plan.

“**Redevelopment Project Costs**” means the sum total of all reasonable or necessary costs incurred or estimated to be incurred in connection with the Plans and any such costs incidental to the Plans, as applicable. Such costs include, but are not limited to, the following:

- (1) Costs of studies, surveys, plans and specifications;
- (2) Professional service costs, including, but not limited to, architectural, engineering, legal, marketing, financial, planning or special services (except for reasonable administrative costs of the City, such costs shall be allowed only as an initial expense which are included in the costs set forth in the Plans);
- (3) Property assembly costs, including, but not limited to, acquisition of land and other property, real or personal, or rights and interests therein, demolition of buildings, and the clearing and grading of land;
- (4) Costs of rehabilitation, reconstruction, or repair or remodeling of existing buildings and fixtures;
- (5) Costs of construction of public works or improvements;
- (6) Financing costs;

(7) All or a portion of a Taxing District's capital costs resulting from a Redevelopment Project necessarily incurred or to be incurred in the furtherance of the objectives of the Plans, to the extent the City by written agreement accepts and approves such costs;

(8) Relocation costs to the extent that the City determines that relocation costs shall be paid or are required to be paid by federal or state law; and

(9) Payments in Lieu of Taxes.

“Reimbursable Line Item” means a line in the Project Budget associated with an Historic Preservation Improvement for which TIF reimbursement is scheduled to occur.

“Reimbursable Project Costs” means those Redevelopment Project Costs incurred by Developer, its designee or its Permitted Assigns which perform Work on Historic Preservation Improvements, which may be reimbursed pursuant to the Plans.

“Reimbursable Project Costs Cap” shall have the meaning set forth in **Section 3.01**.

“Reimbursement Interest Rate” means the prime rate as reported by the Wall Street Journal on the first day of each calendar quarter (January 1, April 1, July 1 and October 1), plus 2%.

“Related Entity” shall have the meaning set forth in **Section 7.02.B.1**.

“RSMo” means the Revised Statutes of Missouri, as amended.

“Secured Lender” shall have the meaning set forth in **Section 7.02.B.2**.

“Site Plan” means the final development plan for each Redevelopment Project Area that is submitted by the Developer to the City and approved by the City pursuant to Applicable Law and Requirements.

“Special Allocation Fund” means each of the special allocation funds for the 2003 TIF Plan and the New Longview TIF Plan, including any accounts and subaccounts created within each fund, into which TIF Revenues are deposited for each respective Redevelopment Plan, as required by the TIF Act and this Contract.

“Stabilization Work” means the work to be funded by the City Loan for certain Phase 1 Historic Preservation Improvements which is intended to stabilize the structures in order to maintain the physical integrity of such structures and prevent further deterioration and collapse due to weather and natural causes such as rain and snow. Such work will include patching and filling holes in roofs and walls, weather-proofing to prevent water damage and leakage, adding support beams and trusses to prevent the collapse of walls, floors and roofs, and all other work to maintain the physical integrity of such structure until the permanent rehabilitation and improvements can be completed for such structure. Such **Stabilization Work** is understood to be limited to the scope of work approved by the City pursuant to **Section 6.01**.

“Taxing District” means any political subdivision of the State of Missouri located wholly or partially within the Redevelopment Area having the power to levy real property taxes.

“Taxing Districts Capital Contribution” shall have the meaning set forth in **Section 3.06**.

“**TDD**” means the Lee’s Summit New Longview Transportation Development District.

“**TDD Act**” means the Transportation Development District Act, Sections 238.200 to 238.280, RSMo.

“**TDD Administrative Costs**” shall have the meaning set forth in **Section 6.02.B**.

“**TDD Revenues**” means the revenues generated and collected by or on behalf of the TDD through imposition of the TDD Sales Tax.

“**TDD Sales Tax**” means the sales tax imposed by the TDD in accordance with the TDD Act and the TDD petition approved by the City.

“**Tenant**” shall mean all lessees, purchasers and transferees of some portion of the Property.

“**TIF Act**” means the Real Property Tax Increment Allocation Redevelopment Act, Section 99.800 *et seq.*, RSMo.

“**TIF Commission**” means the Tax Increment Financing Commission of the City of Lee’s Summit, Missouri, as constituted for review of the Redevelopment Plans.

“**TIF Revenues**” means Payments In Lieu of Taxes and fifty percent (50%) of Economic Activity Taxes generated by each of the Plans.

“**Total Initial Equalized Assessed Value**” means that amount certified by the County Assessor which equals the most recently ascertained equalized assessed value of each taxable lot, block, tract, or parcel of property within each Redevelopment Project Area immediately after tax increment financing for each Redevelopment Project Area has been approved by Ordinance.

“**Uncompleted Historic Preservation Improvements**” means those Historic Preservation Improvements as listed in **Exhibit F** which are not yet stabilized, renovated, rehabilitated, reconstructed, repaired or remodeled in accordance with the description of such work as set forth in the Plans on the Effective Date of this Contract.

“**Work**” means, as the context so requires, (1) all work, including, but not limited to, demolition, site preparation, development, design, engineering and construction of each Redevelopment Project and (2) all work to stabilize, renovate, rehabilitate, reconstruct, repair and remodel each Uncompleted Historic Preservation Improvement.

ARTICLE 2: REPRESENTATIONS, WARRANTIES AND ADMINISTRATION

Section 2.01. Representations of the City. The City makes the following representations and warranties, which are true and correct on the date hereof:

A. Governmental or Corporate Consents. 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 and delivery by the City of this Contract.

B. No Default. No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would

constitute a default or an event of default in any material respect on the part of the City under this Contract.

Section 2.02. Representations of the Developer. The Developer makes the following representations and warranties, which are true and correct on the date hereof:

A. Due Authority. The Developer has all necessary power and authority to execute, deliver and perform the terms and obligations of this Contract and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Contract constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms.

B. Ownership.

1. Developer owns all of the Property and has the authority to conduct all Work as required to complete or cause the completion of each Redevelopment Project, except as to those properties which have been transferred or conveyed to Permitted Assigns pursuant to **Section 7.02**, which Permitted Assigns are set forth in **Exhibit L** and which properties are parts of Projects A and N as depicted in **Exhibit C**.

2. Developer owns the Historic Structures as identified in **Exhibit F** as Uncompleted Historic Preservation Improvements and has the authority to complete or cause the completion of the Stabilization Work and the Work necessary for rehabilitation, redevelopment and preservation of the Uncompleted Historic Preservation Improvements.

3. Developer also owns the North Arch #1 as described in **Exhibit F**.

C. No Defaults or Violation of Law. The execution and delivery of this Contract, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof 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.

D. Litigation. To the best of the Developer's knowledge, there is no litigation, proceeding or investigation pending or threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Contract or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer, of the terms and provisions of this Contract.

E. No Material Change. Since the City's approval of the TIF Plans in December, 2015, (1) the Developer has not incurred any material liabilities or entered into any material transactions other than a) transactions undertaken in the ordinary course of business, and b) transactions contemplated by this Contract, and (2) there has been no material adverse change in the business, financial position or results of operations of the Developer, from that that shown in any financial information provided by the Developer to the City prior to the execution of this Contract, which could reasonably be expected to affect the Developer's ability to perform its obligations pursuant to this Contract

F. Governmental or Corporate Consents. No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity

in connection with the execution, delivery and performance by the Developer of this Contract (other than typical Governmental Approvals for development activity).

G. Historic Preservation Easements.

1. Developer has the authority to execute an Historic Preservation Easement to the City for each of the Completed Historic Preservation Improvements it owns as listed on **Exhibit F** as a precondition to completing the City Loan in accordance with this Contract.

2. Developer has the authority to execute or to cause to be executed through any conveyance or transfer document an Historic Preservation Easement to the City of each of the Uncompleted Historic Preservation Improvements it owns as listed on **Exhibit F**.

3. With respect to certain Completed Historic Preservation Improvements described in **Exhibit F**, Developer has entered into a separate agreement with David Gale and Gale Communities, Inc. (collectively "**Gale**"), whereby Gale will execute or cause to be executed an Historic Preservation Easement for the South Arch #2, the Water Tower, the Band Stand, and the Gate House and Gate House Lodge.

4. The City acknowledges that the Historic Preservation Easement for the Showhorse Arena has been previously executed and recorded.

H. No Default. No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the Developer under this Contract, or any other material agreement or material instrument to which the Developer is a party or by which the Developer is or may be bound.

Section 2.03. Conditions to Effective Date. This Contract shall not become effective until the Developer has furnished the City with:

- A. a copy of the Developer's articles of organization, certified by the Missouri Secretary of State;
- B. a Certificate of Good Standing of the Developer in the State of Missouri;
- C. a Certificate of authority to do business in the State of Missouri.

Section 2.04. Developer to Advance Costs. The Developer agrees to advance all Redevelopment Project Costs and Reimbursable Project Costs as necessary to complete the Work associated with completion of the Uncompleted Historic Preservation Improvements, except as such Work is funded by the City Loan, all subject to any Excusable Delay and the Developer's right to terminate this Contract as set forth in **Section 8.04**.

Section 2.05. Funding of Administrative Costs.

A. Termination of Funding Agreement. The Developer has previously advanced, pursuant to a Funding Agreement between the City and the Developer, certain funds for Administrative Costs. Within thirty (30) days after execution of this Contract, the City shall submit final invoices which will be paid by Developer, along with the payment of any other outstanding invoices, pursuant to the terms of the Funding Agreement. All such invoiced amounts shall be paid first from the existing advanced funds and

thereafter by the Developer directly to the extent that invoiced amounts exceed the existing advanced funds. All such payments by Developer are Reimbursable Project Costs and are eligible for reimbursement with TIF Revenues, including the City Loan. Reimbursement of Administrative Costs from the City Loan shall cover those Administrative Costs incurred prior to the termination of the Advanced Funds Account as provided in **Section 2.05.C**, and thereafter such Administrative Costs shall be funded from the Special Allocation Fund for the New Longview TIF Plan as described in **Section 2.05.C**. After final payment of all outstanding invoices is made by Developer under the Funding Agreement, the Funding Agreement shall be terminated, and any funds remaining on deposit with the City pursuant to the Funding Agreement shall be used by the City in accordance with **Section 2.05.B** hereof and shall be treated as a Reimbursable Project Cost to Developer.

B. Initial Deposit. In addition to the Administrative Costs paid under the Funding Agreement, the City shall also be reimbursed for all Administrative Costs incurred in connection with the Plans and this Contract. Upon termination of the Funding Agreement, the City shall deposit the funds remaining on deposit with the City pursuant to the Funding Agreement in a separate, segregated account of the City (the “**Advanced Funds Account**”), and, if such amount is less than \$15,000, then Developer shall make a payment to the City (all amounts in the Advanced Funds Account are the “**Advanced Funds**”) so that the initial amount on deposit in the Advanced Funds Account, together with funds remaining from the Funding Agreement, is \$15,000. If there are no funds on deposit with the City pursuant to the Funding Agreement on the Effective Date, then the Developer shall advance the sum of \$15,000 to the City as Advanced Funds for deposit in the Advanced Funds Account. The City may invest the Advanced Funds in the same manner as other funds of the City are invested, and interest earnings shall remain in the Advanced Funds Account. All Advanced Funds shall be used to pay Administrative Costs. The City shall submit to the Developer an itemized statement of actual payments made from the Advanced Funds Account for such expenses on a regular periodic basis, but no more often than monthly and no less often than quarterly. The Developer shall advance to the City the amounts set forth on such statements within thirty days after receipt thereof, which shall be deposited in the Advanced Funds Account so that the balance of the Advanced Funds Account remains at \$15,000. This arrangement shall continue until there is at least \$20,000 in the Special Allocation Fund of the New Longview TIF Plan to implement **Section 2.05.C** hereof, at which time any remaining Advanced Funds in the Advanced Funds Account shall be returned to Developer. All such payments of Advanced Funds by Developer are Reimbursable Project Costs in addition to the Reimbursable Project Costs Cap and will be eligible for reimbursement with TIF Revenues, including the City Loan.

C. Future Administrative Costs on a Pay As You Go Basis. When sufficient funds are available in the Special Allocation Fund for the New Longview TIF Plan, the City will withdraw funds from the Special Allocation Fund for the New Longview TIF Plan to pay the maximum annual Administrative Costs. It is hereby agreed that in no event shall the annual Administrative Costs exceed \$20,000. In the event the City has not used such annual amount by the end of a given calendar year, Developer shall be entitled to request such remaining balance and out of such amount City shall provide reimbursement of amounts advanced under 2.05.A. and 2.05.B., which have not otherwise been reimbursed.

Section 2.06. Developer’s Ownership of the Property. At the time that this Contract is executed, Developer represents that it owns the Property, except for the portions of the Property located in Redevelopment Project A and Project N, which parcels have been transferred to LaSalle Memory Care and Goddard School, as end-users for the purpose of development. The Parties do not anticipate that condemnation is needed to acquire any portion of the Property. There are no adverse or other parties in possession of the Property, or of any part thereof. The Developer is not aware of any boundary, survey, or title questions or disputes with respect to the Property.

Section 2.07. Developer Designation and Development Rights. The City hereby selects the Developer to perform or otherwise cause the performance of the Work for the Plans in accordance with the Plans and this Contract. For the purpose of implementing the Plans and this Contract, the City hereby grants to the Developer and its successors, Permitted Assigns, and any other assigns (as specified in **Section 7.02**) exclusive redevelopment rights over the Redevelopment Project Areas and the Historic Structures, subject to and in accordance with the terms and conditions of this Contract.

ARTICLE 3: REIMBURSEMENT OF COSTS

Section 3.01. Limitation on Reimbursement. Regardless of the total amount of Reimbursable Project Costs requested by Developer or certified by the City in accordance with this Article, the City's obligation to reimburse Developer shall not exceed the Reimbursable Project Costs Cap, plus any Advanced Funds. "**Reimbursable Project Costs Cap**" means the sum of following dollar amounts: (1) three million six hundred fifty thousand dollars (\$3,650,000) for reimbursement pursuant to the 2003 TIF Plan and (2) sixteen million nine hundred thirty nine thousand four hundred sixty three dollars (\$16,939,463), plus interest at the Reimbursement Interest Rate, pursuant to the New Longview TIF Plan. In the event that the City issues Obligations to fund the reimbursement of any Reimbursable Project Costs, all costs of issuance and interest, financing costs, fees and expenses associated with such Obligations may also be funded from revenues generated by the New Longview TIF Plan, as approved by the City pursuant to the issuance of such Obligations.

Section 3.02. City's Obligations for Reimbursement.

A. Reimbursement of Project Costs Generally. Subject to the limitations set forth in this Contract, the City shall reimburse the Developer for all certified Reimbursable Project Costs which do not exceed the Reimbursable Project Costs Cap under the conditions and restrictions set forth in this Contract, plus all Advanced Funds and other Administrative Costs paid by Developer. In connection with the Work associated with the Plans, the Developer shall submit an Application for Reimbursable Project Costs in substantial compliance with **Exhibit J** for any Reimbursable Project Costs. The City will not reimburse the Developer for any cost that is not a "redevelopment project cost" under Section 99.805(15) of the TIF Act and which does not fall within one of the categories of Reimbursable Project Costs shown in the Project Budget.

B. Phase 1 Historic Preservation Improvements. The City will incur the full principal of the City Loan to fund reimbursement of the Phase 1 Historic Preservation Improvements, with the exception of the contingency line item. The costs associated with the Phase 1 Historic Preservation Improvements which are certified for reimbursement pursuant to this Contract shall be reimbursed from the proceeds of the City Loan pursuant to the conditions and requirements of **Section 3.03**. The Parties agree that the Developer will complete or cause to be completed the Phase 1 Historic Preservation Improvements as set forth in **Exhibit D**, with the Work on each Improvement to be undertaken in a commercially reasonable time period following approval of the City Loan. The City's obligation to provide reimbursement for the Phase 1 Historic Preservation Improvements shall be limited to the Reimbursable Project Costs Cap, and no interest shall accrue on the Reimbursable Project Costs which are funded pursuant to the City Loan.

C. Phase 2 Historic Preservation Improvements.

1. The Parties anticipate that the certified Reimbursable Project Costs for the Phase 2 Historic Preservation Improvements will be reimbursed on a "pay as you go" basis as revenues are collected in the Special Allocation Fund for the New Longview TIF Plan in accordance with this Contract. The Parties agree that the Developer will exercise commercially reasonable efforts

to complete or cause to be completed the Phase 2 Historic Preservation Improvements generally in the order set forth in **Exhibit D**, with the understanding that such Improvements may be phased and may overlap and that market conditions, end-users or investors and other circumstances that cannot be determined at this time may cause reconsideration of the timing or order of the Improvements. In the event of such unforeseen circumstances, the Developer or its Permitted Assigns agree to provide notice to the City and obtain City approval for any material change in the timing or order of the Improvements, which approval shall not be unreasonably withheld. The Phase 2 Historic Preservation Improvements shall be reimbursed solely from the TIF Revenues generated by the New Longview TIF Plan in the order of priority set forth in **Section 4.07** and subject to the limitations associated with the Phase 2 Retainage Account as described immediately below.

2. Developer shall obtain and deliver to the City executed performance and payment bonds for all Work associated with each Phase 2 Historic Preservation Improvement except the Lake Rehabilitation prior to the commencement of Work on such Phase 2 Historic Preservation Improvement. There shall be a retainage by the City equal to ten percent (10%) of hard costs for the construction of each separate project. Such retainage shall be retained by the City in a retainage account within the Special Allocation Fund (the “**Phase 2 Retainage Account**”) and shall be released from the Phase 2 Retainage Account upon the City’s grant of a Certificate of Substantial Completion and pursuant to the order of priority set forth in **Section 4.07**. The City shall have no obligation to reimburse Developer for Reimbursable Project Costs associated with a Phase 2 Historic Preservation Improvement from the amounts held in the Phase 2 Retainage Account until:

(a) the City has certified costs for such improvement or portion of improvement in accordance with this Contract;

(b) a Certificate of Substantial Completion has been granted by the City pursuant to **Section 6.04** for the applicable Phase 2 Historic Preservation Improvement;

(c) Developer has submitted an Historic Preservation Easement in recordable form in substantial compliance with the form set forth in **Exhibit G** as required by this Contract for the applicable Phase 2 Historic Preservation Improvement for which reimbursement is requested; and

(d) thereafter, funds are available in the Phase 2 Retainage Account for reimbursement.

3. The City’s obligation for reimbursement for the Phase 2 Historic Preservation Improvements shall be limited to the Reimbursable Project Costs Cap, and any amounts which would be Reimbursable Project Costs and which exceed the Reimbursable Project Costs Cap shall, if expended, be funded solely by Developer and shall not be reimbursed by the City.

4. The City may, in its sole discretion, issue Obligations to fund the Phase 2 Historic Preservation Improvements, or may fund any portion of the Phase 2 Historic Preservation Improvements through the City Loan as proceeds may be available from the City Loan as a result of the cost savings in Phase 1 Historic Preservation Improvements.

5. Reimbursable Project Costs for the Phase 2 Historic Preservation Improvements which have been certified by the City through an approved Application for Reimbursable Project Costs in accordance with this Contract shall accrue simple interest at the Reimbursement Interest

Rate starting on the day that the City approves such application in accordance with **Section 3.03** until the principal amounts of such certified Reimbursable Project Costs are paid, or until this Contract is terminated as provided herein. TIF Revenues distributed to pay Reimbursable Project Costs shall be applied first to accrued and unpaid interest, then to principal. Unpaid interest shall accrue but shall not be compounded.

Section 3.03. City Loan.

A. Closing on City Loan. The City will incur the City Loan internally and make funds available to implement the City Loan and provide written confirmation on the Closing of the City Loan upon satisfaction of the following conditions and requirements:

1. City and Developer have coordinated and made good faith efforts to obtain delivery of executed Historic Preservation Easements in substantial compliance with the form attached as **Exhibit G** for each of the Completed Historic Preservation Improvements listed in **Exhibit F**, except the Show Horse Arena (which has already been recorded);

2. Submission of a) a performance bond (anticipated with respect to the Mansion and Pergola rehabilitation projects) or b) an alternative form of assurance, including but not limited to a contractor's estimate, scope of work or work plan (anticipated with respect to Phase 1 Stabilization Work), that ensures completion of each of the Phase 1 Historic Preservation Improvements to the satisfaction of the City's legal counsel;

3. Written confirmation from Hawthorn Bank regarding the remaining amount of the outstanding Reimbursable Project Costs for the Show Horse Arena (the "pay-off" amount as of a date certain), or written confirmation that the reimbursement obligation for Show Horse Arena has been fully paid, as applicable;

4. Execution of one or more contracts, in a form satisfactory to the City's legal counsel, for the completion of one or more line items of Stabilization or Rehabilitation Work set forth in **Exhibit D**, which will be funded by the City Loan to the extent of such line item;

5. Written confirmation or reasonable documented progress demonstrating that the TDD has: a) conducted an annual election of directors for 2016, b) properly populated the TDD board of directors, has conducted an annual board of directors meeting for 2016, c) approved all routine annual business of the TDD including the adoption of an annual budget and the filing of an annual financial statement with the State Auditor's Office, d) satisfied all Applicable Laws and Requirements which are applicable to the operation and administration of the TDD, e) corrected or rectified of any past violations of all Applicable Laws and Requirements, and f) delivered a written statement to the City that the TDD is in agreement with the capture and appropriation of 50% of the TDD revenues as Economic Activity Taxes within activated Redevelopment Project Areas under both Plans, in order to rectify any prior discrepancies regarding the flow of TDD funds in connection with the Plans.

6. Developer has provided an accounting of funds, if any, received for the Historic Items as required by **Section 6.02**.

B. Administration of City Loan Proceeds. All City Loan proceeds will be designated or allocated among other City funds in a manner determined by the City Director of Finance for the benefit of the 2003 TIF Plan, and will be controlled and disbursed by the City according to the requirements of this Contract and the City policies and procedures which are applicable to the City Loan. The outstanding

reimbursement for the Show Horse Arena, as set forth in **Section 3.03.A.3.**, above, will be the highest priority of disbursement from the City Loan proceeds. Subject to the Reimbursable Project Costs Cap, Reimbursable Project Costs that are certified by the City will be paid from the City Loan proceeds within 30 days following the City's certification of the Costs. Reimbursable Project Costs which are funded by the City Loan shall be certified as provided in **Section 3.04.** Reimbursement to Developer from the proceeds of the City Loan for Administrative Costs pursuant to **Section 2.05** shall cover those Administrative Costs which are incurred prior to the termination of the Advanced Funds Account as set forth in **Section 2.05.** Reimbursement requests may be submitted on a monthly basis. The City Loan will operate as a draw-down loan, and certified Reimbursable Project Costs which are certified by the City will begin to accrue interest on the day of certification by the City pursuant to **Section 3.02.** There shall be a retainage by the City equal to ten percent (10%) for all reimbursement associated with Stabilization Work, which shall be retained by the City in the Special Allocation Fund and shall be released upon the City's verification that the Stabilization Work which is approved pursuant to **Section 3.03.A** and **Section 6.01** has been completed.

C. Repayment of City Loan. All TIF Revenues actually disbursed from the Special Allocation Fund for the 2003 TIF Plan will first be used for repayment of the City Loan pursuant to **Section 4.07.**

D. Interest on City Loan. The amounts disbursed pursuant to the City Loan shall accrue simple interest at the rate equal to the interest rate earned on the City's pooled investments account, which shall be calculated on a quarterly basis, until the principal amounts which have been disbursed are repaid from TIF Revenues in accordance with this Section. Repayment of the City Loan will first fund accrued interest, and then shall be applied to retirement of all principal on the City Loan.

E. Additional Security for City Loan.

1. As additional security for the City Loan, any City Loan amounts, including principal and interest, which remain unpaid as of the termination of Redevelopment Project 1B for the 2003 TIF Plan shall be reimbursed as part of the "Interfund Loan Repayment, Restructuring Costs & Contingency" line item of the Phase 2 Historic Preservation Improvements as set forth on **Exhibit D** on a proportional basis, computed quarterly, by comparing the total outstanding and unpaid City Loan amount (including all principal and accrued interest) and the total outstanding and unpaid certified Reimbursable Project Costs (including all principal and accrued interest) for the New Longview TIF Plan. (Redevelopment Project 1B of the 2003 TIF Plan, currently a McDonalds restaurant, was approved by Ordinance No. 6880 on January 21, 2010 and, if not terminated earlier due to full repayment of the City Loan, will terminate after 23 years on January 20, 2033.) Such payments shall be made in the order of priority set forth in **Section 4.07.**

Example: After Redevelopment Project 1B for the 2003 TIF Plan has been terminated, the outstanding amount of the City Loan (principal and interest) is \$100,000, and the total amount of the certified and unpaid Reimbursable Project Costs for the New Longview Plan (principal and interest) is \$900,000. The TIF Revenue generated by the New Longview TIF Plan for that quarter and available to pay reimbursable project costs in the order of priority set forth in **Section 4.07** would be allocated 10% to City Loan repayment and 90% to Reimbursable Project Costs for the New Longview TIF Plan.

2. The City may purchase a policy of insurance to protect against the loss of TIF Revenues from the 2003 TIF Plan, using TIF Revenues from the 2003 TIF Plan to fund the purchase of such insurance or by increasing the amount of the City Loan to cover such additional

expense. The use of such funds shall not reduce other TIF revenues available to the Redevelopment Projects under the Plans.

F. Source of City Loan. The City Loan will be made in accordance with the City Interfund Loan Policy. The City shall have no obligation to incur a loan from any third party lender or from any other sources. The City may, in its discretion, issue Obligations to fund part or all of the amount that is scheduled to be funded by the City Loan.

G. Historic Tax Credits. If, at any time during the effective period of the Plans and this Contract, the formula or methodology for state or federal Historic Tax Credits is modified or amended such that the Developer or another party associated with the Historic Preservation Improvement receives credit(s) for Work on the Historic Preservation Improvements in excess of the Historic Tax Credit amounts itemized and available in the Plans pursuant to Historic Tax Credits laws in effect as of the date of this Contract (“New Historic Tax Credits”), then seventy-five percent (75%) of any New Historic Tax Credits actually received or to be received by Developer, its Permitted Assign or another party affiliated with the Historic Preservation Improvement shall be credited under this Contract in the following order of priority:

1. First, the New Historic Tax Credits shall be credited to the City Loan which shall have the effect of reducing, on a dollar for dollar basis, the amount of the City Loan proceeds that are due to be paid to Developer for certified Reimbursable Project Costs. Such credit shall also serve to stop the accrual of interest on an equal amount of such certified Reimbursable Project Costs as of the date that the New Historic Tax Credits were issued by the appropriate governmental authority.

2. Second, if the full amount of the proceeds of the City Loan have been disbursed, then such amount of the New Historic Tax Credits shall be credited to the certified Reimbursable Project Costs that are due to be paid from the Special Allocation Fund for the New Longview TIF Plan for certified Reimbursable Project Costs under such Plan. Such credit shall also serve to stop the accrual of interest on an equal amount of such certified Reimbursable Project Costs as of the date that the New Historic Tax Credits were issued by the appropriate governmental authority.

The Parties agree that, as an incentive for a party to commit time, energy and costs toward obtaining New Historic Tax Credits, the remaining twenty-five (25%) of any New Historic Tax Credits actually received or to be received by Developer, its Permitted Assign or another party affiliated with the Historic Preservation Improvement may be retained by such recipient.

The Parties agree that any Historic Tax Credits which are awarded to the Historic Preservation Improvements resulting from laws and regulations that are in effect on the Effective Date of this Contract, including the award of Historic Tax Credits that results from increased investment by Developer or another party on the Historic Preservation Improvements, shall not be treated as New Historic Tax Credits. The Developer or its Permitted Assign shall have an ongoing duty during the effective period of the Plans and this Contract to use its Best Efforts to obtain all available New Historic Tax Credits, as such may become available, and shall also have the ongoing duty to report to the City the receipt of any New Historic Tax Credits as described in this paragraph for the purpose of providing the credits described in this subsection. Charitable income tax deductions received by a party as the result of the granting of Historic Preservation Easements to the City pursuant to Section 2.02.G shall not be construed to be New Historic Tax Credits under this Contract.

Section 3.04. Reimbursement Process

A. Application for Reimbursement. All requests for reimbursement of Reimbursable Project Costs shall be made in an Application for Reimbursable Project Costs in substantial compliance with **Exhibit J**. The Developer shall, at the City's request, provide itemized invoices, receipts or other information, if any, reasonably requested by the City to confirm that any such cost is so incurred and does so qualify. The Parties agree that Reimbursable Project Costs, to the extent actually incurred by Developer and certified by the City, up to the Reimbursable Project Costs Cap, are eligible for reimbursement in accordance with the TIF Act and this Contract, although the City's obligation to reimburse Developer shall be as provided in **paragraph B** of this Section.

B. Shifting among Reimbursable Line-Items. Developer may shift up to five percent (5%) of each Reimbursable Line Item associated with the Phase 1 Historic Preservation Improvements to other Reimbursable Line Items associated with the Phase 1 Historic Preservation Improvements, and may shift up to five percent (5%) of each Reimbursable Line Item associated with the Phase 2 Historic Preservation Improvements (except for the Reimbursable Line Item associated with the "Interfund Loan Repayment, Restructuring Costs and Contingency") to other Reimbursable Line Items associated with the Phase 2 Historic Preservation Improvements, without consent from the City, provided that the total amount of reimbursement pursuant to each Plan shall not exceed the Reimbursable Project Costs Cap with respect to each Plan and upon providing written notice to the City of the amounts shifted between Reimbursable Line Items through an Application for Reimbursable Project Costs. Amounts sought to be shifted between Reimbursable Line Items in excess of the limitations set forth in this paragraph may occur upon written approval by the City Manager or his designee, which approval may not be unreasonably withheld. In no event will the City's total obligation for reimbursement with respect to either the 2003 TIF Plan or the New Longview TIF Plan exceed the total Reimbursable Project Costs Cap, plus any Advanced Funds.

C. Processing Reimbursement Applications. The Developer may submit an Application for Reimbursable Project Costs to the City Manager not more often than once each calendar month. The City shall either accept or reject each Application for Reimbursable Project Costs within thirty (30) days after the submission thereof. If the City determines that any cost identified as a Reimbursable Project Cost is not a "redevelopment project cost" under Section 99.805(15) of the TIF Act or is not "TIF Reimbursable" pursuant to the Project Budget, the City shall so notify the Developer in writing within said 30-day period, identifying the ineligible cost and the basis for determining the cost to be ineligible, whereupon the Developer shall have the right to a) provide supplemental data or information in support of the eligibility of the costs as submitted, or b) identify and substitute other Redevelopment Project Costs as Reimbursable Project Costs with a supplemental application for payment, subject to the limitations of this Contract. The City may also request such additional information from Developer as may be reasonably required to process the requested reimbursement, and the time limits set forth in this paragraph shall be extended by the duration of time necessary for Developer to respond to such request by the City. The City's identification of any ineligible costs shall not delay the City's approval of the remaining costs on the Application for Reimbursable Project Costs that the City determines to be eligible. If the City does not reject an Application within thirty (30) days of submission, the Application shall be deemed approved.

D. Apportionment between Phase 1 and Phase 2. Each application for Reimbursable Project Costs shall specify whether the requested reimbursement relates to Phase 1 Historic Preservation Improvements or Phase 2 Historic Preservation Improvements. In the event that the requested reimbursement is potentially eligible to be reimbursed under both category of improvements, the application shall specify what portion of the request relates to reimbursement as a Phase 1 Historic Preservation Improvement and as a Phase 2 Historic Preservation Improvement .

Section 3.05. Limitation on Source of Funds for City’s Obligation to Reimburse. In no event shall the City be required hereunder to appropriate funds from the City’s general fund or from any fund other than the Special Allocation Fund or from the proceeds of the City Loan to pay for Reimbursable Project Costs.

Section 3.06. Taxing Districts Capital Contribution from Redevelopment Project I. An annual maximum amount, as set forth below, of the TIF Revenues generated solely from Redevelopment Project I, to the extent that sufficient revenues are available on an annual basis to make such payments, shall be used to make the payments listed in this Section to a Taxing District for a period of 20 years in the order of priority set forth in **Section 4.07** for the purpose of providing reimbursement to the Taxing Districts for capital costs that are incurred by such district as a result of the development activities in the Redevelopment Area of the New Longview TIF Plan (the “**Taxing Districts Capital Contributions**”). The Taxing Districts Capital Contributions to each Taxing District shall not annually exceed the maximum annual amounts listed in this section. In the event that less than the maximum annual amount listed in this section is available from TIF Revenues generated in Redevelopment Project I in a calendar year to make the full amount of all Taxing Districts Capital Contributions in the order of priority set forth in **Section 4.07**, the TIF Revenues that are actually available on an annual basis for such payments shall be distributed on a pro-rata basis in proportion to the percentage amounts listed below for each Taxing District. The Taxing District Capital Contributions shall consist of the following:

A. Lee’s Summit School District

District	Maximum Annual Payment	Maximum 21 Year Payment	Percentage
Lee's Summit School District	\$70,860	\$1,488,060	69.72%

B. Other Districts

District	Maximum Annual Payment	Maximum 21 Year Payment	Percentage
Jackson County	\$10,790	\$226,590	10.62%
Metro Community College	\$7,708	\$161,868	7.58%
Library	\$7,289	\$153,069	7.17%
Mental Health Services	\$2,719	\$57,099	2.68%
Disabled Services	<u>\$2,262</u>	<u>\$47,502</u>	<u>2.23%</u>
	\$30,768	\$ 646,128	100.00%

It is understood that such Capital Contribution payments to the Taxing Districts reduce the anticipated revenues available for Historic Preservation Improvements by the amounts set forth above.

ARTICLE 4: TAX INCREMENT FINANCING

Section 4.01. Redevelopment Project Area and Redevelopment Project. The Redevelopment Areas for the Plans are depicted in **Exhibit A**. The Redevelopment Project Areas are

legally described in **Exhibit B** and depicted in **Exhibit C**. The Redevelopment Area for the New Longview TIF Plan will be developed in multiple redevelopment projects. It is expected that the City has initiated or will initiate tax increment financing by Ordinance, subject to the City Council's legislative discretion, for the Redevelopment Project Areas associated with the New Longview TIF Plan prior to the date that the first business establishment opens for business in each area and on a date that maximizes the collection of Payments in Lieu of Taxes and Economic Activity Taxes, subject to all provisions of this Contract. Subject to the terms and conditions of the Plans and this Contract, including any Excusable Delays, the Developer or its Permitted Assigns shall in a commercially reasonable manner construct or cause to be constructed the improvements and developments for the Redevelopment Projects.

Section 4.02. Project Budget. The Redevelopment Projects shall be constructed in general accordance with the budget set forth in the New Longview TIF Plan and **Exhibit D**.

Section 4.03. Removal of Blighting Conditions in the Redevelopment Areas. The Redevelopment Areas have each been found and declared by the City Council to be a "conservation area," as that term is defined in the TIF Act by approval of the Plans. By completing the Stabilization Work and the Uncompleted Historic Preservation Improvements, the Developer shall clear or shall cause to be cleared the conditions which cause the property to be declared a conservation area under the TIF Act and which may lead to blight in the Redevelopment Areas. It is understood and acknowledged that the Stabilization Work alone described herein is neither intended or sufficient to eliminate such potential blight conditions. Developer or its Permitted Assigns covenant that, once redeveloped, then for so long as the Plans are in effect the Redevelopment Areas will not fall into disrepair that would allow the property to again qualify as a conservation area or blighted area under the TIF Act.

Section 4.04. Payments in Lieu of Taxes.

A. Initiation of Payment Obligations. Pursuant to the provisions of the Plans and the TIF Act, including, but not limited to, Section 99.845 thereof, when tax increment financing is established by each Project Ordinance, the Property is subject to assessment for annual Payments in Lieu of Taxes. Payments in Lieu of Taxes shall be due November 30 of each year in which said amount is required to be paid and will be considered delinquent if not paid by December 31 of each such year. The obligation to make said Payments in Lieu of Taxes shall be a covenant running with the land and shall create a lien in favor of the City on each such tax parcel as constituted from time to time and shall be enforceable against the Developer and its successors and assigns in ownership of property in a Redevelopment Project Area.

B. Enforcement of Payments. Failure to pay Payments in Lieu of Taxes as to any property in a Redevelopment Project Area or any portion thereof shall entitle any Collection Authority to proceed against the applicable portion of the property as in other delinquent property tax cases or otherwise as permitted at law or in equity; provided, however, that the failure of any portion of the property to yield sufficient Payments in Lieu of Taxes because the increase in the current equalized assessed value of such Property is or was not as great as expected, shall not by itself constitute a breach or default. The City shall use all reasonable and diligent efforts to notify the County Collector and all other appropriate officials and persons and seek to fully implement the Payments in Lieu of Taxes.

C. Protesting Tax Assessments. Developer agrees that annual tax assessments on any tax parcel located in a Redevelopment Project Area shall not be formally or informally protested or contested if such assessments for such tax parcel are equal to or less than the lesser of (i) 110% of 50% of the construction costs within the tax parcel or (ii) the projected assessed values for such tax parcel as set forth in the Plan with respect to each Redevelopment Project Area for any calendar year during the effective period of this Contract. In the event that Developer seeks to protest the tax assessment within any

Redevelopment Project Area and part (i) of the proceeding sentence applies, Developer shall provide proof of all actual construction costs incurred for the appropriate tax parcel(s). This obligation shall be binding on all successors in interest within each Redevelopment Project Area in accordance with **Section 7.02**. The restrictions in this paragraph shall not apply to a Permitted Assign that has taken title to property in the Redevelopment Area prior to the Effective Date of this Contract.

D. Release of Liens. Notwithstanding anything to the contrary herein, any lien on any property within a Redevelopment Project Area or any portion thereof shall be deemed (1) released as to any public street or other public way included within any plat of the property, and (2) subordinated to the lot lines, utility easements and other similar matters established by any such plat (but not to any private access or parking rights granted or created by any such plat), effective upon the passage of an Ordinance by the City as aforesaid, and to any easement or like interests granted to the City or any public utility for public facilities or utilities or connection(s) thereto.

E. Certification of Base for Payments in Lieu of Taxes. Within ninety (90) days after adoption of a Project Ordinance, the City shall use Best Efforts to provide to the Developer a certification of the County Assessor's calculation of the Total Initial Equalized Assessed Valuation of the taxable real property within such Redevelopment Project Area based upon the most recent equalized assessed valuation of each taxable lot, block, tract, or parcel of real property within the Redevelopment Project Area.

Section 4.05. Economic Activity Taxes

A. Initiation of Payment Obligations. In addition to the Payments In Lieu of Taxes described above, and pursuant to Section 99.845 of the TIF Act, fifty percent (50%) of the total additional revenue from taxes which are imposed by the City or other Taxing Districts, and which are generated by economic activities within each Redevelopment Project Area which are in excess of the amount of such taxes generated by economic activities within such Redevelopment Project Area for the calendar year prior to the adoption of the Project Ordinance, while tax increment financing remains in effect, but excluding those taxes which are not subject to TIF capture pursuant to the TIF Act and other applicable laws, shall be allocated to, and paid by the collecting officer to the designated financial officer of the City, who shall deposit such funds in a separate segregated account for the Redevelopment Project within the Special Allocation Fund for the purpose of paying Redevelopment Project Costs incurred in the payment thereof.

B. Accounting. The City shall deposit the payments of Economic Activity Taxes received from the respective Taxing Districts in each Economic Activity Taxes Account for the Special Allocation Funds, to be utilized and expended in accordance with the TIF Act, the Plans and this Contract.

C. Documentation of Economic Activity Taxes. The City and the Developer agree to cooperate and take all reasonable actions necessary to cause the Economic Activity Taxes to be paid into the Special Allocation Funds, including the City's enforcement and collection of all such payments through all reasonable and ordinary legal means of enforcement.

D. Certification of Base for Economic Activity Taxes. Within ninety (90) days after adoption of each Project Ordinance, the City shall certify the amount of revenue from taxes, penalties and interest which are imposed by the City and other Taxing Districts and which are generated by economic activities within such Redevelopment Project Area for the preceding calendar year, but excluding those taxes, fees and assessments that are exempted from capture pursuant to the TIF Act or other applicable laws.

Section 4.06. Special Allocation Fund. The City shall establish and maintain the Special Allocation Fund for each of the Plans which shall contain the following separate segregated accounts: (1) Payments in Lieu of Taxes shall be deposited into the PILOT Account within the Special Allocation Fund and (2) Economic Activity Taxes shall be deposited into the Economic Activity Taxes Account within the Special Allocation Fund. Subject to the requirements of the TIF Act and, with respect to Economic Activity Taxes, subject to annual appropriation by the City Council, the City will promptly upon receipt thereof deposit or be deemed to deposit all Payments in Lieu of Taxes into the PILOT Account and all Economic Activity Taxes into the Economic Activity Taxes Account for the appropriate Special Allocation Fund for each of the Plans. The City shall separately account for TIF Revenues generated pursuant to the 2003 TIF Plan and the New Longview TIF Plan for the purpose of disbursing such revenues pursuant to this Contract.

Section 4.07. Disbursements From Special Allocation Funds. The City hereby agrees for the term of this Contract to apply available TIF Revenues generated by each of the Plans in the following manner and order of preference. The TIF Revenues shall be disbursed on a quarterly basis to pay the items described below as such revenues are deposited in the Special Allocation Funds and become available for disbursement.

A. 2003 TIF Plan: TIF Revenues in the Special Allocation Fund for the 2003 TIF Plan shall be disbursed as follows –

1. Repayment of the City Loan in accordance with **Section 3.03**; and
2. Following full retirement of the City Loan, payment of certified Reimbursable Project Costs for any remaining and unreimbursed Reimbursable Project Costs for the Phase 1 Historic Preservation Improvements.

B. New Longview TIF Plan: TIF Revenues in the Special Allocation Fund for the New Longview TIF Plan shall be disbursed as follows –

1. From TIF Revenues solely from Redevelopment Project Area I, payment of any Taxing Districts Capital Contributions which are authorized by this Contract;
2. Payment of Administrative Costs in accordance with Section 2.05.C.; and
3. After making all reductions and holdbacks as required by this Contract, (a) the payment of remaining Reimbursable Project Costs associated with the Mansion rehabilitation and not otherwise reimbursed by the City Loan as part of the Phase 1 Historic Preservation Improvements, (b) the payment of Reimbursable Project Costs associated with the Phase 2 Historic Preservation Improvements and (c) repayment of the City Loan as authorized by **Section 3.03**.

Section 4.08. Full Assessment.

A. Redevelopment Project Area. After all Reimbursable Project Costs have been paid, but not later than twenty-three (23) years after the adoption of the final Project Ordinance for the New Longview TIF Plan, this Contract shall terminate and Developer shall not be entitled to receive any further disbursements from the Special Allocation Fund for either of the Plans.

B. Completion of Redevelopment Plan. Upon terminating the designation of the Redevelopment Area as a “redevelopment area” under the TIF Act, the rates of the Taxing Districts shall be extended and taxes shall be levied, collected and distributed in the manner applicable in the absence of the adoption of tax increment financing, and Redevelopment Project Areas shall be free from the conditions, restrictions and provisions of the TIF Act, the rules or regulations adopted pursuant thereto, the Plans, and this Contract, except that the obligation of Developer to indemnify the City as provided in this Contract shall survive termination of this Contract.

ARTICLE 5: CONSTRUCTION OF THE REDEVELOPMENT PROJECTS

Section 5.01. Project Schedule, Design and Construction.

A. Schedule. Absent an event of Excusable Delay, the Developer or its Permitted Assigns shall exercise commercially reasonable efforts to complete or cause to be completed the Redevelopment Projects and each of its obligations under this Contract with respect to the acquisition, construction and completion of the Redevelopment Projects in substantial compliance with the Project Schedule attached as **Exhibit E**. The Developer or its Permitted Assigns shall obtain the approval of a contractual scope of work for the Stabilization Work described herein and shall obtain the approval of the Site Plan for each Redevelopment Project and all Historic Preservation Improvements in accordance with the Project Schedule and Applicable Law and Requirements, which approvals shall not be unreasonably withheld. The Project Schedule may be modified upon written approval by the City Manager after a request by Developer, which approval shall not be unreasonably withheld.

B. Construction. In accordance with the Project Schedule attached as **Exhibit E**, and absent an event of Excusable Delay, the Developer or its Permitted Assigns shall use commercially reasonable efforts to commence and complete or cause to be commenced and completed the construction of the Redevelopment Projects and all Historic Preservation Improvements in a good and workmanlike manner in accordance with the terms of this Contract.

C. Construction Contracts. The Developer or its Permitted Assigns may enter into one or more construction contracts to complete the Work. Third parties which undertake Work shall not be authorized to directly request reimbursement pursuant to this Contract and all requests for reimbursement shall be submitted by Developer or its Permitted Assigns in accordance with **Section 3.04**.

D. Prevailing Wages. The Developer shall comply with applicable laws, if any, regarding the payment of prevailing wages to contractors or subcontractors of the Developer who perform any work for any Historic Preservation Improvement, as applicable. Upon written request by the City, Developer shall provide or cause to be provided written proof that the requirements of this paragraph have been satisfied from and after the date that the Work has commenced. In the event such request is made, no reimbursement payment shall be made by the City from TIF Revenues for the Reimbursable Project Costs which are subject to the payment of prevailing wages unless the Developer has provided or caused to be provided the written proof as required by this paragraph. Developer shall indemnify the City for any damage resulting to it from failure of the Developer, any contractors or subcontractors or any other persons or entities that perform any work for any Historic Preservation Improvement to pay prevailing wages pursuant to applicable laws. Payments due to Developer pursuant to this Contract from TIF Revenues may be withheld by the City in satisfaction of this indemnification obligation if Developer has not provided payment when due pursuant to the indemnification obligation of this paragraph

E. Competitive Bids and Other Construction Requirements The Developer shall comply with applicable state and local laws, if any, relating to the construction of each Redevelopment Project and all Historic Preservation Improvements.

F. Governmental Approvals. The City agrees to employ Best Efforts to cooperate with the Developer and to process and timely consider and respond to all applications for the Governmental Approvals as received, all in accordance with the Applicable Law and Requirements.

Section 5.02. Relocation within the City No business that is currently operating in the City shall be relocated within one year after approval of the Project Ordinance from another location within the limits of the City to a Redevelopment Project Area without the prior written approval of the City Manager. If the City grants such approval, the sales tax base for such Tenant shall be transferred to the location of the Tenant within Redevelopment Project Area and shall be treated as sales which occurred in the Redevelopment Project Area in the year before the year in which the Project Ordinance was approved.

Section 5.03. Compliance with Laws and Requirements. All Redevelopment Projects shall be designed, constructed, equipped and completed in accordance with all Applicable Law and Requirements of all federal, state and local jurisdictions.

Section 5.04. Lease of Property. The Developer or its Permitted Assigns may lease Property within a Redevelopment Project Area. To the extent practicable and using Best Efforts, any such lease shall include the following language, or language that is substantially similar to the following after being approved by the City Attorney:

Economic Activity Taxes: Tenant acknowledges that the leased premises are a part of a Tax Increment Financing district (“**TIF District**”) created by the City of Lee’s Summit, Missouri (the “**City**”) and that certain taxes generated by Tenant’s economic activities, including sales taxes, will be applied toward the costs of improvements for the development. Upon the request of Landlord or the City, Tenant shall forward to the City and Landlord copies of Tenant’s State of Missouri sales tax returns filed with the Missouri Department of Revenue for its property located in the TIF District, and, upon request, shall provide such other reports and returns regarding other local taxes generated by Tenant’s economic activities in the TIF District as the City shall require, all in the format prescribed by them. Tenant acknowledges that the City is a third-party beneficiary of the obligations in this Section, and that the City may enforce these obligations in any manner provided by law.

The Developer or its Permitted Assigns shall use reasonable efforts to enforce this lease provision. At the request of the City, the Developer or its Permitted Assigns shall provide a certification to the City confirming that the lease includes the provisions satisfying the Developer’s obligation as set forth in this Section. Failure to require that such restrictions be placed in any such lease shall not be a Developer Event of Default and in no way modifies, lessens or diminishes the obligations and restrictions set forth herein.

Section 5.05. Sale of Property. If Developer or its Permitted Assigns sell any portion of the Property within a Redevelopment Project Area in accordance with the requirements of this Contract, other than to a Permitted Assign, then to the extent practicable and using Best Efforts any such sale agreement shall include the following language, or language that is substantially similar to the following after being approved by the City Attorney:

Economic Activity Taxes: Buyer acknowledges that the property is a part of a tax increment financing district (“**TIF District**”) created by the City of Lee’s Summit, Missouri (the “**City**”) and that certain taxes generated by Buyer’s economic activities, including sales taxes, will be applied toward the costs of improvements for the development. Upon the request of Seller or the

City, Buyer shall forward to the City and Seller copies of Buyer's State of Missouri sales tax returns filed with the Missouri Department of Revenue for its property located in the TIF District, and, upon request, shall provide such other reports and returns regarding other local taxes generated by Buyer's economic activities in the TIF District as the City shall require, all in the format prescribed by them. Buyer acknowledges that the City is a third-party beneficiary of the obligations in this Section, and that the City may enforce these obligations in any manner provided by law.

PILOTS: Buyer further acknowledges that the property will be subject to assessment for annual payments in lieu of taxes ("**PILOTS**") when the redevelopment project area is activated by the City. PILOTS are due on November 30 of each year and are considered delinquent if not paid by December 31 of each year. The obligation to make said PILOTS shall be a covenant running with the land and shall create a lien in favor of the City on the property and shall be enforceable against Buyer and its successors and assigns in ownership of the property. Buyer acknowledges that in the event of the sale, lease, sublease, assignment, or other voluntary or involuntary disposition of any or all of the property, PILOTS with respect to the property shall continue and shall constitute a lien against the property from which they are derived, and such obligations shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties as if they were in every case specifically named and shall be construed as a covenant running with the land and enforceable as if such purchaser, tenant, transferee or other possessor thereof were originally a party to and bound by the agreement.

The Developer or its Permitted Assigns shall use Best Efforts to enforce this provision. At the request of the City, the Developer or its Permitted Assigns shall provide a certification to the City confirming that the sale agreement includes the provisions satisfying the Developer's obligation as set forth in this Section. Failure to require that such restrictions be placed in any such sale agreement shall not be a Developer Event of Default and in no way modify, lessen or diminish the obligations and restrictions set forth herein.

ARTICLE 6: HISTORIC PRESERVATION IMPROVEMENTS – STABILIZATION, PRESERVATION AND REDEVELOPMENT

Section 6.01. Stabilization of Historic Improvements.

A. Prior to the commencement of any Stabilization Work or any Work for an Uncompleted Historic Preservation Improvement, Developer or its Permitted Assigns shall not demolish, damage, destroy, move or remove any of the Historic Structures or any of the Façades of such structures, and shall not take action to alter the Façades of such structures, without prior written City approval. On and after the Effective Date of this Contract, Developer or its Permitted Assigns shall take reasonable steps to ensure that each Historic Structure associated with an Uncompleted Historic Preservation Improvement that will be funded pursuant to the Plans is not damaged, demolished, destroyed or altered by third parties, including reasonable security measures to protect such structures. Such obligation may include the placement of locked fencing around the Dairy Barns, the Farm Office and Dairy Manager House on the properties described in **Exhibit F**.

B. Certain of the Uncompleted Historic Preservation Improvements are intended to be stabilized through the Stabilization Work, before the Work which will provide for the permanent rehabilitation, repair and reconstruction of such structures is undertaken. Developer or its Permitted Assigns shall complete or cause to be completed the Stabilization Work on the Dairy Barns, Farm Office and Dairy Manager House under the schedule set forth in **Exhibit E** pursuant to one or more contracts for such work which shall be reviewed and approved by the City Manager prior to the undertaking of such

Stabilization Work. The obligation of the Developer or its Permitted Assigns for such Stabilization Work shall be limited to the scope of work approved by the City pursuant to this paragraph, using funds up to the amount set forth for each stabilization project as set forth in **Exhibit D**. The Parties acknowledge that the Work on the Mansion as a Phase 1 Historic Preservation Improvement is intended to be performed in coordination with the Mansion Renovation which is a Phase 2 Historic Preservation Improvement as described in **Exhibit D**.

C. After Stabilization Work has been completed for an Historic Structure which is funded by the City Loan or which is reimbursable from TIF Revenues, Developer or its Permitted Assigns shall not damage, demolish or destroy such structure or take action to alter the Façades of such Historic Structure without written City approval, which shall not be unreasonably withheld, and shall take reasonable steps to ensure that the Historic Structure is not damaged, demolished or destroyed by third parties including reasonable security measures, which may include the placement of locked fencing around the property.

Section 6.02. Accounting for Historic Items. As of the Effective Date of this Contract, Developer represents to the City that it has not knowingly sold any Historic Items, is not aware of the sale of any Historic Items by any third party, and has not received any proceeds as the result of the sale of any Historic Items. Developer agrees it will provide an accounting of the proceeds that result from the sale of any Historic Items sold and any proceeds received on after the Effective Date of this Contract. An amount equal to all proceeds resulting from the sale of Historic Items as itemized by Developer shall be advanced by Developer for the Stabilization Work, and Developer shall provide written proof or an affidavit that demonstrates compliance with this paragraph prior to Closing on the City Loan.

Section 6.03. Historic Preservation Work.

A. Submission of Plans and Specifications. Developer shall, prior to the commencement of any Work on any Historic Structure or Façade, including without limitation any additions or annexations thereto, submit to the City plans and specifications for such Work (the “**Preservation Plans**”). If the City determines that it requires any additional information prior to completing its review and evaluation of the Preservation Plans, the City shall notify Developer of such determination, together with the additional information required, within fifteen (15) business days after the City’s receipt of the Preservation Plans. It is understood and acknowledged that this Section 6.03 does not apply to the Stabilization Work described herein.

B. City Review of Plans. After the City has received the Preservation Plans, together with any additional information that the City has requested pursuant to paragraph A of this Section, the City’s Planning Director or his/her designee shall promptly proceed to review the Preservation Plans to determine if, in the City’s reasonable judgment, (a) the proposed Work reasonably conforms to the quality and character of the original Façades and (b) whether changes, additions or modifications to the Work are reasonably practicable for the Developer to make to cause the proposed Work to conform more substantially to the quality and character of the original Façades. The City shall notify Developer within thirty (30) days after receipt of the Preservation Plans (and all additional information the City reasonably requests as provided herein) of the City’s determination as to whether the proposed Work conforms to the quality and character of the original Façades, and whether changes, additions or modifications to the Work are reasonably practicable for the Developer to make to cause the proposed Work to conform more substantially to the quality and character of the original Façades. Following receipt of notice from the City, Developer may proceed with the Work. The Historic Preservation Easement associated with an Historic Structure shall conform to the approval of the Work for that Historic Structure.

C. North Arch #1. The Parties agree that the North Arch #1 as listed on **Exhibit F** requires additional Work to prevent further deterioration and provide for the long-term viability of the structure. The Parties agree to take the following actions to facilitate the renovation and preservation of North Arch #1:

1. Developer, as the owner of North Arch #1, or its designee, will inspect the structure to determine (a) the scope of Work that is required to provide for the repair and renovation of the structure to a state that prevents further deterioration due to water and other natural causes, and (b) the estimated cost of such Work (the “**North Arch Costs**”).

2. The City will prepare an amendment to the 2003 TIF Plan which provides that North Arch #1 is a reimbursable project cost, up to the amount of the estimated North Arch Costs. The City Council may consider the approval of such amendment by ordinance, exercising its legislative discretion.

3. If such amendment to the 2003 TIF Plan is approved by the City Council, Developer will contract for and fund the Work required to repair and renovate the structure, which will be reimbursed from the proceeds of the City Loan up to the amount of the North Arch Cost.

Section 6.04. Certificate of Substantial Completion. Promptly after substantial completion of each Historic Preservation Improvement in accordance with the provisions of this Contract including the approvals granted by the City pursuant to **Section 6.03**, the Developer or its Permitted Assigns shall submit a Certificate of Substantial Completion to the City. The Certificate of Substantial Completion shall be in substantially the form attached as **Exhibit I**. The Construction Inspector shall, within thirty (30) 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 Certificate of Substantial Completion shall be deemed accepted by the City unless, prior to the end of such 30-day period after delivery, the City furnishes the Developer with specific written objections to the status of the improvement, describing such objections and the measures required to correct such objections in reasonable detail. Upon acceptance of the Certificate of Substantial Completion, or upon the lapse of thirty (30) days after delivery thereof without any written objections thereto, the Developer may record the Certificate of Substantial Completion with the Jackson County Recorder of Deeds, and the same shall constitute evidence of the satisfaction of the Developer’s covenants with respect to completion of the Historic Preservation Improvement and shall be deemed to ratify and confirm reimbursements for eligible and certified Reimbursable Project Costs as previously paid pursuant to Section 3 herein.

ARTICLE 7: GENERAL COVENANTS

Section 7.01. Indemnification of the City.

A. Developer and any Permitted Assigns (collectively referred to as “Developer” in this Section 7.01), agree to indemnify and hold the City, its employees, agents, independent contractors and consultants (collectively, the “**City Indemnified Parties**”) harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorneys’ fees, resulting from, arising out of, or in any way connected with:

1. Developer's actions and undertaking in implementation of a Redevelopment Project and this Contract;
2. Developer's Work associated with an Historic Preservation Improvement;
3. the negligence or willful misconduct of Developer, its employees, agents, independent contractors and consultants in connection with the management, design, development, redevelopment and construction of a Redevelopment Project of an Historic Preservation Improvement; or
4. any litigation filed against the Developer by any member of the Developer, or any prospective investor, prospective partner or joint venture partner, lender, co-proposer, architect, contractor, consultant or other vendor,

where any such suits, claims, or litigation are not based in whole or in part upon any negligence or willful misconduct of any of the City Indemnified Parties or upon the City's breach of this Contract.

B. In the event any suit, action, investigation, claim or proceeding (collectively, an "Action") is initiated or made as a result of which the Developer may become obligated to one or more of the City Indemnified Parties hereunder, any one of the City Indemnified Parties shall give prompt notice to the Developer of the occurrence of such event. After receipt of such notice, the Developer may elect to defend, contest or otherwise protect the City Indemnified Parties against any such Action, at the cost and expense of the Developer, utilizing counsel of the Developer's choice. The City Indemnified Parties shall assist, at Developer's sole discretion, in the defense thereof. In the event of such defense against any Action by Developer for the City, Developer shall provide to the City regular periodic reports on the status of such Action. In the event that the Developer shall fail timely to defend, contest or otherwise protect any of the City Indemnified Parties against such Action, the City Indemnified Parties shall have the right to do so, and, if such defense is undertaken by the City Indemnified Parties after notice to the Developer asserting the Developer's failure to timely defend, contest or otherwise protect against such Action, the cost of such defense shall be at the expense of the Developer, including the right to offset against amounts of Reimbursable Project Costs payable to the Developer.

C. Any one of the City Indemnified Parties shall submit to the Developer any settlement proposal that the City Indemnified Parties shall receive which may only be accepted with the approval of the Developer. The Developer shall be liable for the payment of any amounts paid in settlement of any Action to the extent that and only with respect to any part the Developer expressly assumes in writing as part of such settlement. Neither the Developer nor the City Indemnified Parties will unreasonably withhold its consent to a proposed settlement.

D. The right to indemnification set forth in this Contract shall survive the termination of this Contract.

Section 7.02 Assignment of Developer's Rights and Obligations and Transfer of Property.

A. Restrictions on Assignment. Prior to the issuance of a Certificate of Substantial Completion for an Historic Preservation Improvement, the Developer's rights and obligations hereunder with respect to that Historic Preservation Improvement and the property on which it is located may not be assigned, in whole or in part, to any entity other than the Sunflower Development Group, LLC, without the prior approval of the City Council. Following the City's issuance of a Certificate of Substantial Completion for an Historic Preservation Improvement, Developer, Sunflower Development Group, LLC, or other Permitted Assigns shall have the right, without the City's consent, to assign any and all of its

obligations under this Contract with respect to that Historic Preservation Improvement to any person or entity.

B. Related Entities, Collateral Assignment, and Certificate of Substantial Completion.

1. Related Entities. Nothing in this Section shall prevent the Developer from assigning, without the City's consent, all rights and/or obligations under this Contract to a Related Entity (as defined below), provided that prior to such assignment Developer furnishes City with the name of any such Related Entity, together with a certification from Developer, and such other proof as City may reasonably request, that such assignee is a Related Entity of Developer. **"Related Entity"** means a) any entity in which the ownership or membership of such entity is controlled by Developer or the majority owners or members of Developer, and b) with respect to M-III Longview, LLC, any entity for which Mariner Real Estate Management, LLC (or its successors-in-interest) controls the day-to-day operations and management of such entity. For purposes hereof, "control" shall mean the power to direct or cause the direction of the management or policies of such entity.

2. Collateral Assignment. Developer, its Permitted Assigns and its successors and assigns shall also have the right, without the City's consent, to collaterally assign to any Secured Lender (as defined below) as collateral any and all of Developer's rights and/or obligations under this Contract, and such Secured Lender shall have the right to perform any term, covenant, condition or agreement and to remedy, in accordance with the terms of this Contract, any default by Developer under this Contract, and City shall accept such performance by any such Secured Lender with the same force and effect as if furnished by Developer. No Secured Lender shall be personally liable or obligated to perform the obligations of Developer under the Contract unless and until such Secured Lender takes possession of the property as a mortgagee or by a receiver appointed at the request of mortgagee or becomes the owner of the fee estate under this Contract by foreclosure, or deed in lieu of foreclosure or otherwise. For purposes of this Section, **"Secured Lender"** means a bank, financial institution or other person or entity from which Developer has borrowed funds to finance all or a portion of the costs associated with rehabilitation and redevelopment of an Historic Preservation Improvement and the associated real property and in whose favor Developer has agreed to provide a security interest as collateral for such loan.

Before a Secured Lender may exercise any rights of the Developer or a Permitted Assign under the Contract, the City shall receive: (a) within thirty (30) days following the date of such collateral assignment, a notice that a collateral assignment has been entered into with a Secured Lender in connection with the Property, which notice shall specify the name, address and telephone number of the Secured Lender, as well as the title, date and parties to the collateral assignment agreement; and (b) not less than ten (10) days' notice of the Secured Lender's intent to exercise its right to become the assignee of the Developer under the Contract, which notice shall include the effective date of the collateral assignment, and the title, date and parties to such collateral assignment agreement. The City is entitled to rely upon representations made in the notices described in this paragraph without further investigation or inquiry.

Provided that the City is provided with a notice of a collateral assignment as described in this Section, the City agrees to provide the Secured Lender with the same notice of default at the same time such notice is given to the Developer or a Permitted Assign, and the Secured Lender shall have the same rights (but shall have no obligation) to cure, correct or remedy a default as are provided to the Developer in this Contract.

C. Assignment & Assumption Contract. Any assignee under **Subsections A** or **B.1** above shall, by instrument in writing, for itself and its successors and assigns, and expressly for the benefit of the City, assume all of the obligations of the Developer being assigned by executing an Assignment Agreement that is in substantial compliance, as determined by the City Manager, with the form set forth in **Exhibit K**. The Developer shall be relieved from any obligations that are assigned according to the terms of this Contract. Upon execution of an Assignment Agreement between the City and an assignee, the Developer shall be released from its obligations in this Contract relating to the property transferred to the assignee.

D. Lease of Property. Nothing in this section shall apply to Developer's lease of portions of the Property to other persons or entities. This Contract shall not obligate, provide rights, or otherwise apply to any such lessees, and any such leases shall not relieve Developer of its obligations under this Contract, including but not limited to its obligations with respect to the leased property.

E. Sale of Property. No sale, transfer or other conveyance of any fee interest in the Property in the Redevelopment Area may be made by the Developer to any party except the Permitted Assigns listed in **Exhibit L** without the prior written consent of the City Manager, which shall not be unreasonably withheld. This restriction on the Developer shall not apply to easements granted on the Property and leases of the Property. The City shall be notified by Developer in writing of the proposed sale of property in the Redevelopment Area prior to the proposed effective date of the sale, along with a copy of the instrument affecting such sale. The City shall have thirty (30) days in which to respond to such notice and if, at the end of such thirty (30) days the City has not responded, the sale shall be deemed approved.

F. Right to Receive TIF Revenues. Only the Developer or a Related Entity or Secured Party pursuant to **subsection B** hereof, and not any subsequent purchaser or tenant, unless expressly consented to in writing by the City or otherwise made in accordance with the provisions of this Contract, shall be entitled to receive TIF Revenues or the proceeds of the City Loan.

G. No Assignment if in Default. Notwithstanding anything in this section to the contrary, no assignment or transfer of this Contract is permitted without the City Manager's written consent if the Developer is in material default in the performance of any of the material terms, covenants, conditions and agreements of this Contract and has been provided notice of such default by the City.

Section 7.03. Mutual Assistance. The City and the Developer agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be necessary or appropriate to carry out the terms, provisions and intent of this Contract and to aid and assist each other in carrying out said terms, provisions and intent.

Section 7.04. Time of Essence. Time is of the essence of this Contract. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Contract requires their continued cooperation.

Section 7.05. Amendments. This Contract may be amended only by the mutual consent of the Parties, by the adoption of an ordinance of the City approving said amendment, as provided by law, and by the execution of said amendment by the Parties or their successors in interest.

ARTICLE 8: DEFAULTS AND REMEDIES

Section 8.01. Developer Event of Default. Subject to **Section 8.05**, a “**Developer Event of Default**” means a default in the performance of any material obligation or breach of any other material covenant or agreement of the Developer or its Permitted Assigns in this Contract (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 City has delivered to Developer a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such 30-day period, but can reasonably be expected to be fully remedied and the Developer is diligently attempting to remedy such default or breach, such default or breach shall not constitute an event of default if the Developer shall immediately upon receipt of such notice diligently attempt to remedy such default or breach and shall thereafter prosecute and complete the same with due diligence and dispatch. During any such cure period which extends beyond 30 days, the Developer shall provide regular written updates to the City regarding its efforts toward, and the status of, remedying such default or breach.

Section 8.02. City Event of Default. Subject to **Section 8.05**, a “**City Event of Default**” means default in the performance of any material obligation or breach of any other material covenant or agreement of the City in this Contract (other than a covenant or agreement, a default in the performance or breach of which is specifically dealt with elsewhere in this Contract), and continuance of such default or breach for a period of thirty (30) days after there has been given to the City by the Developer a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such 30-day period, but can reasonably be expected to be fully remedied and the City is diligently attempting to remedy such default or breach, such default or breach shall not constitute an event of default if the City shall immediately upon receipt of such notice diligently attempt to remedy such default or breach and shall thereafter prosecute and complete the same with due diligence and dispatch. During any such cure period which extends beyond 30 days, the City shall provide regular written updates to the Developer regarding its efforts toward, and the status of, remedying such default or breach.

Section 8.03. Remedies Upon a Developer Event of Default.

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

1. The City shall have the right to remove the Developer as the developer of record under the Plans and terminate this Contract or terminate the Developer’s rights under this Contract.

2. The City 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 Developer as set forth in this Contract, to enforce or preserve any other rights or interests of the City under this Contract or otherwise existing at law or in equity and to recover any damages incurred by the City resulting from such Developer Event of Default.

B. Upon termination of this Contract for any reason, the City shall have no obligation to reimburse the Developer for any amounts advanced under this Contract, except for the outstanding amounts advanced to the City for Administrative Costs hereunder that were not used by the City to pay for or reimburse such costs, or costs otherwise incurred or paid by Developer. The City shall continue to

be obligated to reimburse the Developer for any costs incurred by the Developer, submitted to and certified by the City prior to the effective date of the termination of the Contract

C. If a party hereto has instituted any proceeding to enforce any right or remedy under this Contract by suit or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the such party, then subject to any determination, orders or findings made or agreed upon in such proceeding, the City and the Developer shall be restored to their former positions and rights hereunder, and thereafter all rights and remedies of the parties shall continue as set forth herein.

D. The exercise by the City of any one remedy shall 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 City shall apply to obligations beyond those expressly waived.

E. Any delay by the City in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Section shall not operate as a waiver of such rights or limit it in any way. No waiver in fact made by the City of any specific default by the Developer shall 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.

F. The defaults, rights and remedies of or with respect to any one "Developer" party under this Contract shall not affect, or be effected by, the rights and obligations of any other "Developer" party, it being further understood and agreed that any Developer Event of Default by one "Developer" party under this Contract shall not (by itself) constitute a Developer Event of Default with respect to any other "Developer" party hereunder.

Section 8.04. Remedies Upon a City Event of Default.

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

1. The Developer shall have the right to terminate the Developer's obligations under this Contract;

2. The 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 City as set forth in this Contract, to enforce or preserve any other rights or interests of the Developer under this Contract or otherwise existing at law or in equity and to recover any damages incurred by the Developer resulting from such City Event of Default.

B. The exercise by the Developer of any one remedy shall 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 Developer shall apply to obligations beyond those expressly waived.

C. Any delay by the Developer in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this paragraph shall not operate as a waiver of such rights or limit it in any way. No waiver in fact made by the Developer of any specific default by the City shall 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.

D. Any City Event of Default that applies to or affects one “Developer” party under this Contract shall not (by itself) constitute a City Event of Default with respect to any other “Developer” party.

Section 8.05. Excusable Delays. The parties understand and agree that neither the City nor the Developer shall be deemed to be in default of this Contract because of an Excusable Delay.

ARTICLE 9: GENERAL PROVISIONS

Section 9.01. Term. Unless earlier terminated as provided herein, this Contract shall remain in full force and effect until such time as all Reimbursable Project Costs up to the amount of the Reimbursable Project Costs Cap, plus Advanced Funds, are repaid to Developer or its Permitted Assigns. Upon such repayment, this Contract shall terminate and become null and void.

Section 9.02. Nondiscrimination. The Developer agrees that, as an independent covenant running with the land, there shall be no discrimination upon the basis of race, creed, color, national origin, sex, age, marital status, or physical handicap in the sale, lease, rental, occupancy or use of any of the facilities under its control.

Section 9.03. Inspections and Audits. Developer shall, upon reasonable advance notice, allow the City and the City’s agents (including the City Engineer) access to the Historic Preservation Improvement from time to time for reasonable inspections. For up to one (1) year following the City’s issuance of a Certificate of Substantial Completion, the City shall have the right at its own cost and expense to audit (either through employees of the City or a firm engaged by the City) the books and records of the Developer relating to the payment of such Reimbursable Project Costs.

Section 9.04. Required Disclosures. The Developer shall immediately notify the City of the occurrence of any material event which would cause any of the information furnished to the City by the Developer in connection with the matters covered in this Contract 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.

Section 9.05. Authorized Parties.

A. Whenever under the provisions of this Contract and other related documents, instruments or any supplemental agreement, a request, demand, approval, notice or consent of the City or the Developer is required, or the City or the Developer is required to agree or to take some action at the request of the other Party, such approval or such consent or such request shall be given for the City, unless otherwise provided herein, by the City Manager or his designee and for the Developer by any officer or other authorized representative of Developer designated in writing to the City; and any such person shall be deemed authorized to act on any such agreement, request, demand, approval, notice or consent or other action of its corresponding Party without the need for the other Party to confirm such authority. The City Manager may seek the advice, consent or approval of the City Council before providing any supplemental agreement, request, demand, approval, notice or consent for the City pursuant to this Section.

B. Any action that is required by this Contract to be performed by the City within a specified time period shall be extended for such additional reasonable time as may be necessary for the City to act

or provide a response, as the case may be, in order to account for holidays, weekends, work stoppages, regular meeting schedules, meeting agendas, agenda management, delays or continuances of meetings and City staff availability. The City shall, within the time period specified in this Contract, provide notice to Developer of such additional time needed to respond.

Section 9.06. Superseding Effect and Conflicts.

A. The Parties agree that, as required by the TIF Act, the Plans contain estimated Redevelopment Project Costs, the anticipated sources of funds to pay for Redevelopment Project Costs, the anticipated type and term of the sources of funds to pay Reimbursable Project Costs, and the general land uses that apply to the Redevelopment Area and the

B. Redevelopment Project Areas. This Contract specifies the rights, duties and obligations of the City and Developer with respect to constructing the Redevelopment Projects and completing the Historic Preservation Improvements, the payment of Redevelopment Project Costs, Reimbursable Project Costs, payments from the Special Allocation Fund, and all other methods of implementing the Plans.

C. The Parties further agree that this Contract contains provisions that are in greater detail than as set forth in the Plans and that expand upon the estimated and anticipated sources and uses of funds to implement the Plans. Nothing in this Contract shall be deemed an amendment of the Plans. Except as otherwise expressly provided herein, this Contract supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof with respect to the Property that is owned by Developer and is a full integration of the agreement of the Parties.

D. In the event of a conflict between this Contract and the Plans, or any other document pertaining to the Redevelopment Area, this Contract shall control.

E. The Parties agree that this Contract supersedes the First Amended and Restated Tax Increment Financing Contract dated October 28, 2003 (the “**2003 TIF Contract**”) which was executed between the City and Gale Communities, Inc., only as it applies to: 1) the Property that is owned by Developer or a Permitted Assign on the Effective Date of this Contract, 2) the Developer as the successor owner of the Property, and 3) the Developer as an assignee of the original developer under the 2003 TIF Contract. The Parties further agree that the rights, duties and obligations of the parties to the 2003 TIF Contract, as they apply to parties other than Developer, shall continue in full force and effect and shall not be altered or affected by this Contract and the City shall have the right to enforce such provisions of the 2003 TIF Contract against Gale Communities, Inc., under the 2003 TIF Contract and its successors and assigns to property within the redevelopment area of the 2003 TIF Plan and shall be unaltered and unaffected by this Contract. In the event of any conflict between the 2003 TIF Contract and this Contract with respect to the Property or the rights, duties and obligations of Developer with respect to implementation of the Plans, this Contract shall control. Development restrictions set forth in the 2003 TIF Plan, as they affect the Property and the development rights of Developer, are deemed void and of no further force and effect as of the Effective Date of this Contract.

Section 9.07. Severability. If any provision, covenant, agreement or portion of this Contract, or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Contract and, to that end, any provisions, covenants, agreements or portions of this Contract are declared to be severable.

Section 9.08. Missouri Law. This Contract shall be construed in accordance with the laws of the State of Missouri.

Section 9.09. Notices. All notices and requests required pursuant to this Contract shall be sent as follows:

To the City:

City of Lee's Summit
City Hall
220 SE Green Street
Lee's Summit, Missouri 64063
Attn: City Manager

With a copy to:

Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, Missouri 64108
Attn: David Bushek

To the Developer:

M-III Longview, LLC
4220 Shawnee Mission Parkway
Suite 200-B
Fairway, KS 66205
Attn: Corey Walker

With a copy to:

Douthit Frets Rouse Gentile & Rhodes
5250 W. 116th Place, Suite 400
Leawood, KS 66211
Attn: Greg Musil

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

Section 9.10. Counterparts. This Contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 9.11. Binding Effect and Memorandum of Contract.

A. The provisions of this Contract shall be covenants running with the land and shall remain in effect for the duration of the Plans and any renewal periods, and shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City, its successors and assigns, against the Developer, its successors and assigns, and every successor in interest to the subject Property, or any part of it or any interest in it and any party in possession or occupancy of the real Property or any part thereof, during their period of ownership as if they were in every case specifically named.

B. The Parties agree to execute and deliver a Memorandum of this Contract in proper form for recording and/or indexing in the appropriate land or governmental records. Such Memorandum shall be recorded by the City, and proof of recording shall be provided to the Developer.

Section 9.12. Consent or Approval. Except as otherwise provided in this Contract, whenever the consent, approval or acceptance of either Party is required hereunder, such consent, approval or acceptance shall not be unreasonably withheld or unduly delayed.

Section 9.13. Tax Implications. The Developer acknowledges and represents that (1) neither the City nor any of its officials, employees, consultants, attorneys or other agents has provided to the Developer any advice regarding the federal or state income tax implications or consequences of this

Contract and the transactions contemplated hereby, and (2) the Developer is relying solely upon its own tax advisors in this regard.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have duly executed this Contract pursuant to all requisite authorizations as of the date first above written.

CITY OF LEE’S SUMMIT, MISSOURI

By: _____
Stephen Arbo, City Manager

[SEAL]

ATTEST:

Denise Chisum
City Clerk

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Steve Arbo, City Manager of the City of Lee’s Summit, Missouri, a city duly incorporated and existing under and by virtue of the laws of the State of Missouri, 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 City, and such person duly acknowledged the execution of the same to be the free act and deed of said City.

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

[SEAL]

NOTARY PUBLIC

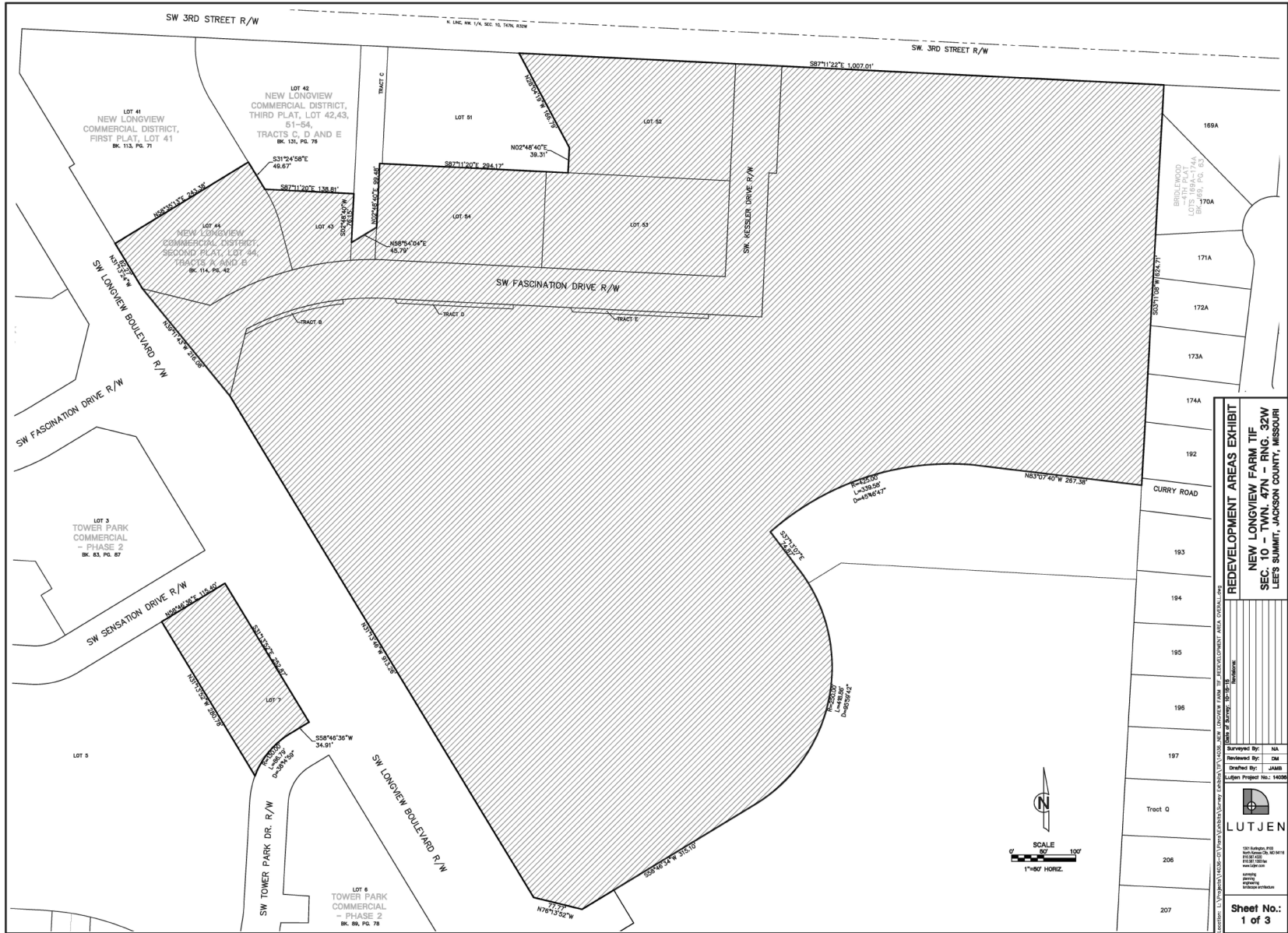
My Commission Expires:

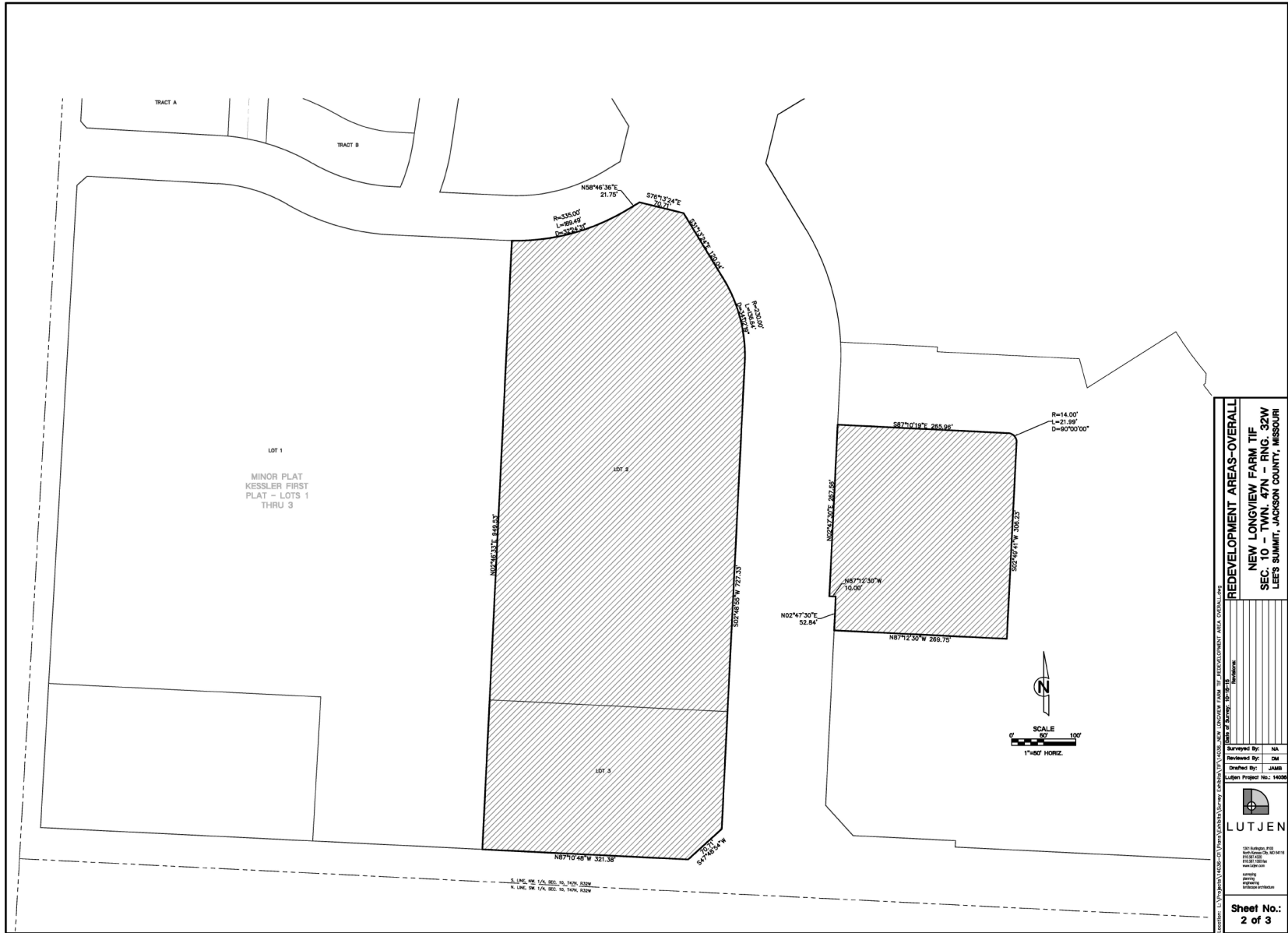
EXHIBIT A

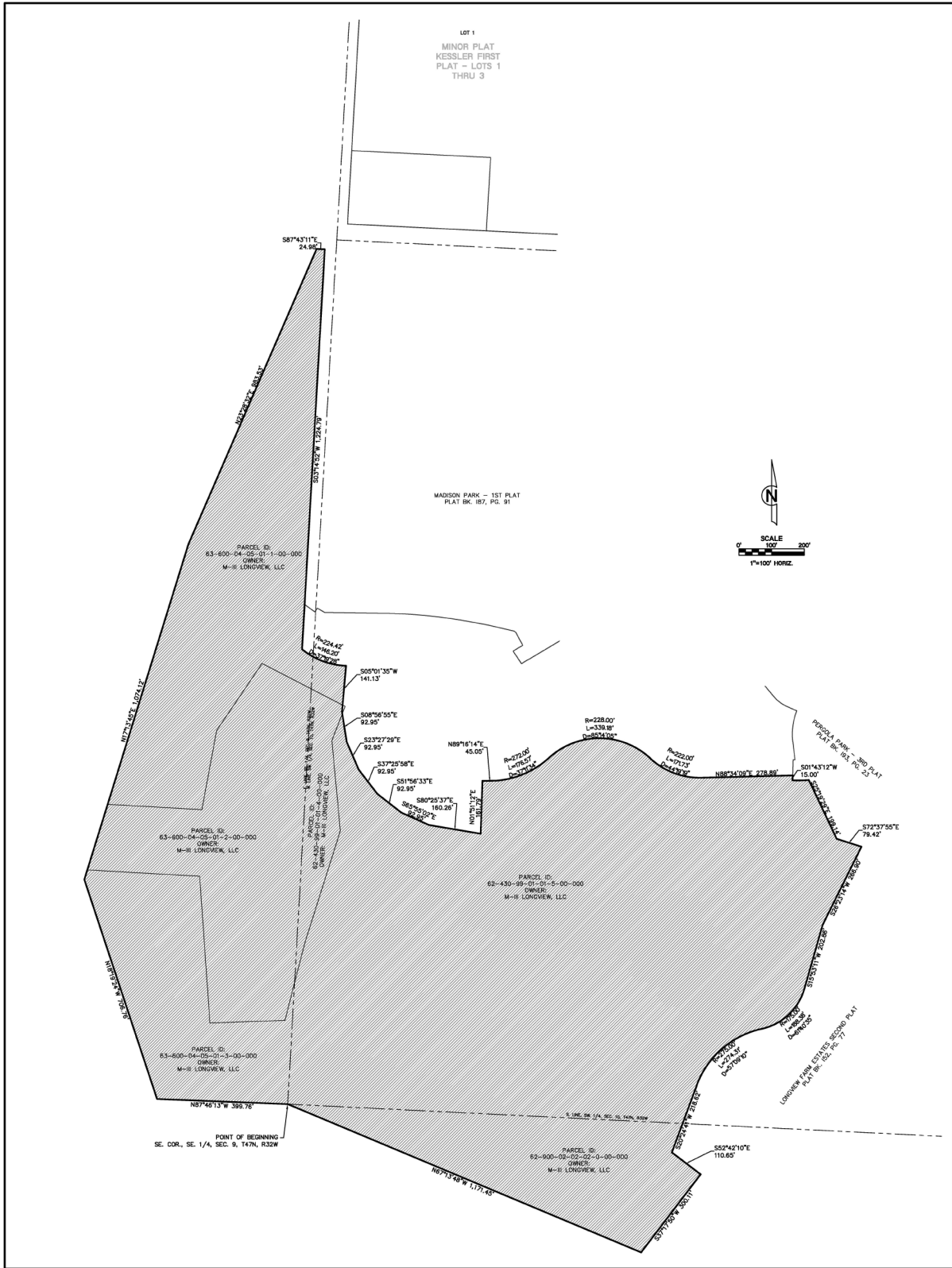
MAP OF REDEVELOPMENT AREAS

(see attached)

New Longview (2015) TIF Plan Redevelopment Area







Location: L:\Projects\14626-01\Plans\Exhibits\Survey Exhibits\14626_NEW LONGVIEW FARM_TIF_REDEVELOPMENT AREA OVERALL.dwg



Surveyed By: NA
 Reviewed By: DM
 Drafted By: JMB
 LUTJEN Project No.: 14626

Date of Survey: 10-16-16	revision:

REDEVELOPMENT AREAS-OVERALL
 NEW LONGVIEW FARM TIF
 SEC. 10 - TWN. 47N - RNG. 32W
 LEE'S SUMMIT, JACKSON COUNTY, MISSOURI

Sheet No.:
 1 of 1

EXHIBIT B

LEGAL DESCRIPTION OF REDEVELOPMENT AREAS

(see attached)

Legal Description of Redevelopment Area

PART OF THE NORTHWEST AND SOUTHWEST QUARTER OF SECTION 10; PART OF THE SOUTHEAST QUARTER OF SECTION 9; AND PART OF THE NORTHWEST QUARTER OF SECTION 15 ALL IN TOWNSHIP 47 NORTH OF THE BASELINE, RANGE 32 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LEE'S SUMMIT, JACKSON COUNTY, MISSOURI AND BEING DESCRIBED MORE PARTICULARLY AS BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 10 AT A MONUMENT AT THE TRUE POINT OF BEGINNING . THENCE SOUTH 87 DEGREES 10 MINUTES 55 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 10 A DISTANCE OF 1918.11 FEET TO A POINT FOR CORNER; THENCE ALONG THE WEST LINE OF THE HUNT MIDWEST TRACT THE FOLLOWING CALLS SOUTH 03 DEGREES 11 MINUTES 39 SECONDS WEST A DISTANCE OF 1677.01 FEET TO A POINT FOR CORNER; THENCE SOUTH 50 DEGREES 53 MINUTES 29 SECONDS EAST A DISTANCE OF 623.60 FEET TO A POINT FOR CORNER; THENCE SOUTH 14 DEGREES 52 MINUTES 56 SECONDS WEST A DISTANCE OF 266.43 FEET TO A POINT FOR CORNER; THENCE SOUTH 03 DEGREES 11 MINUTES 55 SECONDS WEST A DISTANCE OF 339.91 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10, THE NORTH LINE OF LONGVIEW FARM VILLAS II AND A POINT FOR CORNER; THENCE DEPARTING THE HUNT MIDWEST TRACT AND CONTINUING ALONG SAID QUARTER SECTION LINE NORTH 87 DEGREES 10 MINUTES 25 SECONDS WEST A DISTANCE OF 702.32 FEET TO THE NORTHWEST CORNER OF LONGVIEW FARM VILLAS II AND POINT FOR CORNER; THENCE SOUTH 02 DEGREES 45 MINUTES 17 SECONDS EAST ALONG THE WEST LINE OF SAID ADDITION A DISTANCE OF 164.79 FEET TO POINT FOR CORNER AT THE NORTHWEST CORNER OF LONGVIEW FARM VILLAS; THENCE ALONG THE WEST LINE OF LONGVIEW FARM VILLAS THE FOLLOWING CALLS SOUTH 02 DEGREES 58 MINUTES 44 SECONDS EAST A DISTANCE OF 195.44 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE 195.66 FEET, A RADIUS OF 775.00 FEET, A CHORD DISTANCE OF 195.14 FEET, BEARING SOUTH 04 DEGREES 15 MINUTES 14 SECONDS WEST TO A POINT ON A NON TANGENT LINE; THENCE SOUTH 38 DEGREES 35 MINUTES 44 SECONDS EAST ALONG SAID LINE A DISTANCE OF 137.11 FEET TO A POINT FOR CORNER; THENCE SOUTH 33 DEGREES 53 MINUTES 38 SECONDS EAST A DISTANCE OF 30.00 FEET TO A POINT ON A CURVE; THENCE ALONG SAID CURVE 444.97 FEET, A RADIUS OF 295.00 FEET, A CHORD DISTANCE OF 403.97 FEET, BEARING SOUTH 80 DEGREES 40 MINUTES 55 SECONDS EAST TO A POINT OF CONTINUOUS CURVATURE AT THE SOUTHWEST CORNER OF LONGVIEW FARM VILLAS AND THE NORTHWEST CORNER OF LONGVIEW FARM ESTATES; THENCE CONTINUING ON LONGVIEW FARM ESTATES WESTERLY BOUNDARY ALONG A CURVE 356.51 FEET, A RADIUS OF 295.00 FEET, A CHORD DISTANCE OF 335.20 FEET, BEARING SOUTH 02 DEGREES 50 MINUTES 59 SECONDS EAST TO A POINT FOR CORNER; THENCE SOUTH 31 DEGREES 46 MINUTES 16 SECONDS WEST ALONG SAID LINE A DISTANCE OF 232.94 FEET TO A POINT FOR CORNER AT THE SOUTHWEST CORNER OF LONGVIEW FARM ESTATES AND THE NORTHWEST CORNER OF LONGVIEW FARM ESTATES SECOND PLAT;

KC-925841-1

THENCE SOUTH 31 DEGREES 46 MINUTES 16 SECONDS WEST A DISTANCE OF 385.00 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE 139.84 FEET, A RADIUS OF 235.00 FEET, A CHORD DISTANCE OF 137.78 FEET, BEARING SOUTH 48 DEGREES 49 MINUTES 05 SECONDS WEST TO A POINT FOR CORNER; THENCE SOUTH 65 DEGREES 51 MINUTES 53 SECONDS WEST A DISTANCE OF 172.24 FEET TO A POINT FOR CORNER; THENCE SOUTH 26 DEGREES 20 MINUTES 51 SECONDS WEST ALONG SAID LINE A DISTANCE OF 266.68 FEET TO A POINT FOR CORNER; THENCE SOUTH 15 DEGREES 53 MINUTES 48 SECONDS WEST ALONG SAID LINE A DISTANCE OF 202.72 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE 188.38 FEET, A RADIUS OF 175.00 FEET, A CHORD DISTANCE OF 179.41 FEET, BEARING SOUTH 46 DEGREES 44 MINUTES 05 SECONDS WEST TO A POINT OF REVERSE CURVATURE; THENCE ALONG SAID CURVE 274.30 FEET, A RADIUS OF 275.00 FEET, A CHORD DISTANCE OF 263.07 FEET, BEARING SOUTH 48 DEGREES 59 MINUTES 50 SECONDS WEST TO A POINT FOR CORNER; THENCE SOUTH 20 DEGREES 25 MINUTES 18 SECONDS WEST ALONG SAID LINE A DISTANCE OF 218.62 FEET TO A POINT FOR CORNER; THENCE SOUTH 52 DEGREES 41 MINUTES 33 SECONDS EAST ALONG SAID LINE A DISTANCE OF 110.65 FEET TO A POINT AT THE SOUTH CORNER OF LONGVIEW FARMS ESTATES SECOND PLAT AND THE NORTH LINE OF A TRACT OF LAND CONDEMNED BY THE UNITED STATES OF AMERICA; THENCE CONTINUING ALONG SAID GOVERNMENT LAND THE FOLLOWING CALLS SOUTH 37 DEGREES 18 MINUTES 27 SECONDS WEST A DISTANCE OF 300.11 FEET TO A CORP OF ENGINEERS MONUMENT; THENCE NORTH 67 DEGREES 13 MINUTES 11 SECONDS WEST A DISTANCE OF 1171.45 FEET TO A CORP OF ENGINEERS MONUMENT AT THE CORNER TO SECTION 9, 10, 15 AND 16; THENCE NORTH 87 DEGREES 45 MINUTES 36 SECONDS WEST ALONG THE LINE BETWEEN SECTIONS 9 AND 16 A DISTANCE OF 399.76 FEET TO A CORP OF ENGINEERS MONUMENT; THENCE NORTH 18 DEGREES 18 MINUTES 47 SECONDS WEST A DISTANCE OF 706.76 FEET TO A CORP OF ENGINEERS MONUMENT; THENCE NORTH 17 DEGREES 14 MINUTES 22 SECONDS EAST A DISTANCE OF 1074.12 FEET TO A CORP OF ENGINEERS MONUMENT; THENCE NORTH 23 DEGREES 29 MINUTES 09 SECONDS EAST A DISTANCE OF 983.53 FEET TO A CORP OF ENGINEERS MONUMENT AND THE END OF THE UNITED STATES OF AMERICA PROPERTY; THENCE SOUTH 87 DEGREES 42 MINUTES 34 SECONDS EAST A DISTANCE OF 59.98 FEET TO A CORP OF ENGINEERS MONUMENT ON THE LINE BETWEEN SECTIONS 9 AND 10; THENCE NORTH 03 DEGREES 15 MINUTES 29 SECONDS EAST ALONG SAID SECTION LINE A DISTANCE OF 30.00 FEET TO A CORP OF ENGINEERS MONUMENT AT THE WEST QUARTER CORNER OF SAID SECTION 10; THENCE NORTH 03 DEGREES 15 MINUTES 45 SECONDS EAST ALONG THE LINE BETWEEN SECTIONS 9 AND 10 A DISTANCE OF 2646.25 FEET TO THE TRUE POINT OF BEGINNING.

KC-925841-1

New Longview TIF – Redevelopment Area
Lutjen No. 14036
Date: October 14, 2015

Property Description

Lot 44 and Tract B, NEW LONGVIEW COMMERCIAL DISTRICT, SECOND PLAT, LOT 44, TRACTS A AND B, Lots 43, 52, 53, and 54, Tracts D, E, and part of Tract C, NEW LONGVIEW COMMERCIAL DISTRICT, THIRD PLAT, LOT 42, 43, 51-54, TRACTS C, D, AND E, subdivisions in Lee's Summit, Jackson County, Missouri, and an unplatted tract of land in the Northwest Quarter of Section 10, Township 47 North, Range 32 West of the 5th Principal Meridian in Lee's Summit, Jackson County, Missouri, being bounded and described as follows: Commencing at the Northeast corner of said Northwest Quarter; thence North $87^{\circ}11'22''$ West, 740.90 feet; thence South $02^{\circ}48'38''$ West, 50.00 feet to a point on the Southerly right-of-way line of SW 3rd Street, as now established, said point being the Point of Beginning of the tract of land to be herein described; thence South $03^{\circ}11'08''$ West, 624.71 feet; thence North $83^{\circ}07'40''$ West, 267.38 feet; thence westerly along a curve to the left having an initial tangent bearing of North $85^{\circ}34'58''$ West with a radius of 425.00 feet, a central angle of $45^{\circ}46'47''$ and an arc distance of 339.58 feet; thence South $37^{\circ}13'07''$ East, 74.87 feet; thence southerly along a curve to the right being tangent to the last described course with a radius of 250.00 feet, a central angle of $95^{\circ}59'42''$ and an arc distance of 418.86 feet; thence South $58^{\circ}46'34''$ West, 315.10 feet to a point on the Easterly right-of-way line of SW Longview Boulevard, as now established; thence North $76^{\circ}13'52''$ West, along said Easterly right-of-way line, 77.77 feet; thence North $31^{\circ}13'46''$ West, continuing along said Easterly right-of-way line, 913.26 feet; thence North $39^{\circ}11'43''$ West, continuing along said Easterly right-of-way line, 216.08 feet; thence North $31^{\circ}13'24''$ West, continuing along said Easterly right-of-way line, 82.27 feet to the Northwest corner of said Lot 44; thence North $58^{\circ}35'13''$ East, along the North line of said Lot 44, 243.38 feet to the Northeast corner of said Lot 44; thence South $31^{\circ}24'58''$ East, along the East line of said Lot 44, 49.67 feet to the Northwest corner of said Lot 43; thence South $87^{\circ}11'20''$ East, along the North line of said Lot 43, 138.81 feet to the Northeast corner of said Lot 43; thence South $02^{\circ}48'40''$ West, along the East line of said Lot 43, 76.15 feet; thence North $58^{\circ}54'04''$ East, 45.79 feet to a point on the West line of said Lot 54; thence North $02^{\circ}48'40''$ East, along said East line, 99.48 feet to the Northwest corner of said Lot 54; thence South $87^{\circ}11'20''$ East, along the North line of said Lot 54 and the North line of said Lot 53, 294.17 feet to the Southwest corner of said Lot 52; thence North $02^{\circ}48'40''$ East, along the West line of said Lot 52, 39.31 feet; thence North $28^{\circ}04'19''$ West, continuing along said West line, 166.79 feet to a point on the South right-of-way line of SW 3rd Street, as now established; thence South $87^{\circ}11'19''$ East, along said South right-of-way line, 1,007.01 feet to the Point of Beginning. Containing 1,236,392 square feet or 28.38 acres, more or less.

Also,

All of Lot 7, TOWER PARK COMMERCIAL – PHASE 2, a subdivision in Northwest Quarter of Section 10, Township 47 North, Range 32 West of the 5th Principal Meridian in Lee's Summit, Jackson County, Missouri. Containing 29,894 square feet or 0.69 acres, more or less.

Also,

All of Lots 2 and 3, MINOR PLAT, KESSLER FIRST PLAT – LOTS 1 THRU 3, a subdivision in Northwest Quarter of Section 10, Township 47 North, Range 32 West of the 5th Principal Meridian in Lee's Summit, Jackson County, Missouri. Containing 357,705 square feet or 8.21 acres, more or less.

Also,

A tract of land in the Northwest Quarter of Section 10, Township 47 North, Range 32 West of the 5th Principal Meridian in Lee's Summit, Jackson County, Missouri, being bounded and described as follows: Commencing at the Southwest corner of said Northwest Quarter; thence South $87^{\circ}10'33''$ East, along the South line of said Southwest Quarter, 1,251.48 feet; thence North $02^{\circ}49'27''$ East, 417.79 feet to a point on the East right-of-way line of SW Longview Boulevard, as now established, said point being the Point of Beginning of the tract of land to be herein described; thence North $02^{\circ}47'30''$ East, along said East right-of-way line, 52.84 feet; thence North $87^{\circ}12'30''$ West, continuing along said East right-of-way line, 10.00 feet; thence North $02^{\circ}47'30''$ East, continuing along said East right-of-way line, 267.56 feet; thence South $87^{\circ}10'19''$ East, 265.96 feet; thence Southeasterly, along a curve to the right, being tangent to the last described course with a radius of 14.00 feet, a central angle of $90^{\circ}00'00''$ and an arc distance of 21.99 feet; thence South $02^{\circ}49'41''$ West, 306.23 feet; thence North $87^{\circ}12'30''$ West, 269.75 feet to the Point of Beginning. Containing 89,071 square feet or 2.04 acres, more or less.

Also,

A tract of land in the Southeast Quarter of Section 9, the Southwest Quarter of Section 10, and the Northwest Quarter of Section 15, Township 47 North, Range 32 West of the 5th Principal Meridian in Lee's Summit, Jackson County, Missouri, being bounded and described as follows: Beginning at the Southeast corner of said Southeast Quarter; thence North $87^{\circ}46'13''$ West, along the South line of said Southeast Quarter, 399.76 feet; thence North $18^{\circ}19'24''$ West, 706.76 feet; thence North $17^{\circ}13'45''$ East, 1,074.12 feet; thence North $23^{\circ}28'32''$ East, 983.53 feet; thence South $87^{\circ}43'11''$ East, 24.98 feet; thence South $03^{\circ}14'52''$ West, 1,224.79 feet; thence Easterly, along a curve to the left, having an initial tangent bearing of South $50^{\circ}40'15''$ East with a radius of 224.42 feet, a central angle of $37^{\circ}19'28''$ and an arc distance of 146.19 feet; thence South $05^{\circ}01'35''$ West, 141.13 feet; thence South $08^{\circ}56'55''$ East, 92.95 feet; thence South $23^{\circ}27'29''$ East, 92.95 feet; thence South $37^{\circ}25'58''$ East, 92.95 feet; thence South $51^{\circ}56'33''$ East, 92.95 feet; thence South $65^{\circ}55'02''$ East, 92.95 feet; thence South $80^{\circ}25'37''$ East, 160.26 feet; thence North $01^{\circ}51'12''$ East, 161.79 feet; thence North $89^{\circ}16'14''$ East,

45.05 feet; thence Northeasterly, along a curve to the left, having an initial tangent bearing of North 84°50'57" East with a radius of 272.00 feet, a central angle of 37°11'34" and an arc distance of 176.57 feet; thence Easterly, along a curve to the right, having a common tangent with the last described course with a radius of 228.00 feet, a central angle of 85°14'05" and an arc distance of 339.18 feet; thence Easterly, along a curve to the left, having a common tangent with the last described course with a radius of 222.00 feet, a central angle of 44°19'19" and an arc distance of 171.73 feet; thence North 88°34'09" East, 278.89 feet to a point on the West line of PERGOLA PARK – 3RD PLAT, a subdivision in Lee's Summit, Jackson County, Missouri; thence South 01°43'12" West, along said West line, 15.00 feet; thence Easterly, continuing along said West line, along a curve to the left, having an initial tangent bearing of South 88°16'49" East with a radius of 538.00 feet, a central angle of 05°18'24" and an arc distance of 49.83 feet; thence South 25°19'29" East, continuing along said West line, 199.14 feet; thence South 72°37'55" East, continuing along said West line, 79.42 feet to a point on the West line of LONGVIEW FARM ESTATES SECOND PLAT, a subdivision in Lee's Summit, Jackson County, Missouri; thence South 26°23'14" West, along said West line, 266.90 feet; thence South 15°53'11" West, continuing along said West line, 202.86 feet; thence Southwesterly, continuing along said West line, along a curve to the right, being tangent to the last described course with a radius of 175.00 feet, a central angle of 61°40'35" and an arc distance of 188.38 feet; thence Southwesterly, continuing along said West line, along a curve to the left, having a common tangent with the last described course with a radius of 275.00 feet, a central angle of 57°09'10" and an arc distance of 274.31 feet; thence South 20°24'41" West, continuing along said West line, 218.62 feet; thence South 52°42'10" East, continuing along said West line, 110.65 feet; thence South 37°17'50" West, 300.11 feet; thence North 67°13'48" West, 1,171.45 feet to the Point of Beginning. Containing 2,920,512 square feet or 67.05 acres, more or less.

The aggregate total area containing 4,633,574 square feet or 106.37 acres, more or less.

EXHIBIT C

MAP OF REDEVELOPMENT PROJECT AREAS

(See attached. Note: pages are from the TIF Plans and reference TIF Plan pages and exhibit numbers.)

EXHIBIT D

PROJECT BUDGET

Phase 1 Historic Preservation Improvements	Total Project Costs	Private Funding	Historic Tax Credits	TIF
Show Horse Arena (remaining payments)*	-	-	-	-
Portion of Mansion Rehabilitation	\$1,100,000	-	-	\$1,100,000
Pergola Rehabilitation	\$900,000	-	-	\$900,000
Barn Stabilization	\$650,000	-	-	\$650,000
Lake Rehabilitation	\$350,000	-	-	\$350,000
Professional Services	\$300,000	-	-	\$300,000
Farm Office and Dairy Manager House Rehabilitation/North Arch	\$150,000	-	-	\$150,000
Contingency	\$200,000	-	-	\$200,000
Phase 1 TIF Subtotal				\$3,650,000
<hr/>				
Phase 2 Private-Only Improvements	\$55,012,500	\$55,012,500	-	-
<hr/>				
Phase 2 Historic Preservation Improvements				
Lake Rehabilitation	\$150,000	-	-	\$150,000
Mansion Renovation & Temporary Structure Rehab	\$2,347,700	\$473,571	\$474,129	\$1,400,000
Farm Office and Dairy Manager House	\$1,743,000	\$543,000	-	\$1,200,000
Barns Redevelopment	\$17,805,285	\$3,361,041	\$4,794,244	\$9,650,000
Mansion Permanent Structure	\$1,704,550	\$204,550	-	\$1,500,000
Interfund Loan Repayment, Restructuring Costs & Contingency	\$3,039,463	-	-	\$3,039,463
Phase 2 TIF Subtotal				\$16,939,463
<hr/>				
Grand Total	\$85,452,498	\$59,594,662	\$5,268,373	\$20,589,463

*Subject to reconciliation with Hawthorn Bank as provided in **Section 3.03** prior to initiating the City Loan, the Parties are in agreement that reimbursement for the Show Horse Arena has been completed as of the Effective Date of this Contract. If it is later determine that a balance remains to be reimbursed, then the Phase 1 Contingency line item shall be reduced by an equal amount such that the total Phase 1 TIF reimbursement remains equal to \$3,650,000.

EXHIBIT E

PROJECT SCHEDULE

Projects	Estimated Completion
Barn Stabilization	2017
North Arch	2017
Farm Office & Dairy Manager's House Stabilization	2017
Pergola Rehabilitation	2017
Mansion Renovation & Temporary Structure Rehab	2017/2018
Lake Rehabilitation	2017/2018
Project A - Senior (Memory Care)	2017
Project N - Commercial Pad (Daycare)	2017
Project B - Commercial Pad	2018
Project C - Commercial (Retail / Office)	2018
Project M - Farm Office / Dairy Manager's House	2019
Project D - Commercial (Retail)	2019
Project F - Commercial (Retail)	2019
Project I - Senior (Multi-Family)	2019
Project H - Commercial / Senior (Office / Multi-Family)	2020
Project J - Commercial (Medical Office / Office)	2020
Project E - Commercial (Retail)	2021
Project G - Commercial / Senior (Retail / Multi-Family)	2021
Project K - Commercial (Office)	2022
Project O - Commercial (Office)	2023
Project L - Commercial (Barns Redevelopment)	2024
Mansion Permanent Structure	2025

Notes:

(1) Bolded text indicates a Historic Preservation Improvement or Stabilization Work

(2) Project descriptors and estimated completion dates are best estimates as to their final uses.

EXHIBIT F

HISTORIC PRESERVATION IMPROVEMENTS

Completed Historic Preservation Improvements

<u>Historic Improvement</u>	<u>County Ownership Information</u>	<u>Tax Parcel Number</u>	<u>Platted Legal Description</u>
South Arch #2	New Longview Community Association, Inc.	62-430-20-02-00-0-00-000	Madison Park, 1 st Plat, Tract A
Water Tower	Gale Communities, Inc.	62-420-95-02-00-0-00-000	
Band Stand	New Longview Community Association, Inc.	62-430-16-01-00-0-00-000	Pergola Park, 2 nd Plat, Tract D
Gate House & Gate House Lodge	Jennifer Brown	62-430-24-03-00-0-00-000	Madison Park, 1 st Plat, Lot 268
Show Horse Arena	Lee's Summit School District	62-430-25-02-00-0-00-000	Madison Park, 1st Plat, Lot 273

EXHIBIT F

HISTORIC PRESERVATION IMPROVEMENTS

Uncompleted Historic Preservation Improvements

<u>Historic Improvement</u>	<u>County Ownership Information</u>	<u>Tax Parcel Number</u>	<u>Platted Legal Description</u>
North Arch #1	M-III Longview, LLC	62-420-09-01-00-0-00-000	Tower Park Commercial, Phase 1, Tract B
Dairy Barns (2) and Milk House	M-III Longview, LLC	62-420-96-03-00-0-00-000	Kessler Ridge, 1st Plat, Lot 2 & Lot 3
Pergola and Adjacent Lake	M-III Longview, LLC	62-430-99-01-01-5-00-000	Longview Mansion, Lot 2
Farm Office and Dairy Manager House	M-III Longview, LLC	62-420-98-06-01-3-00-000	

Notes

Certain properties are being platted on the Effective Date of this Contract and the Platted Legal Description may be added or may change after this Contract is executed. Tax parcel numbers are subject to change based on platting and segregation and mergers as may be requested by the property owners.

Ownership information is based on County GIS data as of the Effective Date of this Contract.

EXHIBIT G
FORM OF HISTORIC PRESERVATION EASEMENT

[See attached]

HISTORIC PRESERVATION EASEMENT

THIS HISTORIC PRESERVATION EASEMENT (“Easement”) is made this _____ day of _____, 20____, by **M-III LONGVIEW, LLC** (“Grantor”), and the **CITY OF LEE’S SUMMIT, MISSOURI**, a municipal corporation (“Grantee”).

RECITALS OF CONSIDERATION

A. Grantor is the owner in fee simple of a parcel of land located in the City of Lee’s Summit, Jackson County, Missouri, in an area commonly known as “New Longview,” and formerly known as “Longview Farms,” such parcel of land being legally described on Exhibit A attached hereto (together with all improvements on the land, the “Property”).

B. Grantor intends to convey title to a certain portion of the Property containing the building commonly known as _____ (the “Structure”) the location and dimensions of which are identified on Exhibit B attached hereto and incorporated herein by reference) to (the “Transferee”) for use as _____, subject to the terms of this Easement.

C. Grantor has agreed to preserve certain elements of the “Façade,” in accordance with the terms hereof. The term “Facade” means the exterior features of the Structure, as shown on Exhibit B attached hereto, together with the structural portions of the Structure that support such exterior features. [Add description of any other preserved features of the Structure.]

D. Grantor and Grantee desire to insure that certain significant exterior features of the Façade are preserved to the reasonable extent possible for benefit of future generations through the grant of this Easement.

NOW THEREFORE, in consideration of the foregoing and for other good and sufficient consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee, and Grantee hereby accepts, this Easement on the following terms and conditions:

Article I

BACKGROUND AND DEFINITIONS

A. Property Subject to Easement

The property subject to this Easement is comprised of the Façade and [describe any other preserved features].

B. Purpose

Subject to the terms hereof, this Easement is granted in perpetuity to preserve the Façade and [other features]. This Easement, to be of the nature and character hereinafter further expressed, shall constitute a binding servitude upon the property of the Grantor subject to the terms contained herein, and to that end Grantor covenants on behalf of itself, its successors and assigns, with Grantee, its successors and assigns, such covenants being deemed to run as a

binding servitude, in perpetuity, with the land, to do upon the Property each of the following covenants and stipulations, which contribute to the public purpose of which the TIF Funds have been expended in that they aid significantly in the preservation of the Façade and help maintain and assure the present and future historic integrity of the Structure.

In furtherance of this purpose, after the Effective Date the Facade and [other features] shall not be altered, restored, renovated or extended except in a way that would, in the reasonable opinion of Grantee, be in keeping with the historic character of the Structure. Alterations, renovations or improvements to the Facade shall be architecturally compatible with the original function and appearance of the Structure in Grantee's reasonable opinion. Except as otherwise may be specifically set forth herein, in no event may any exterior construction to, or alteration, renovation or redecoration of, the Facade be undertaken without the prior written approval of Grantee as hereinafter provided.

C. Baseline Data

In order to document the present condition of the Façade, to permit Grantor and Grantee to monitor the future condition of the Façade, and to assure compliance with the terms hereof, Grantee has prepared an inventory of the condition of the Façade existing on the Effective Date which is attached hereto as Exhibit B (the "Baseline Data"), which inventory shall include, without limitation, photographs of the Façade and plans, drawings, and specifications related thereto. The identity and condition of each element of the Facade and all related exterior architectural features shall be detailed in the Baseline Data.

In the event Grantor alters, restores or modifies the Facade in accordance with the terms of this Easement, Grantor and Grantee will, together, periodically update the photographs and other documentation in the Baseline Data to reflect the upgraded condition of the Façade. Once the Façade has been restored to a good and sound state of repair, Grantee shall prepare a revised inventory of the Facade's condition to identify and document the condition of each element of the Facade depicted in the original Baseline Data. Once such revised Baseline Data has been completed, such revised Baseline Data shall be accepted by Grantor and Grantee as an accurate depiction of the condition of the Façade as restored.

Article II

RESTRICTIONS, COVENANTS AND AGREEMENTS.

Grantor covenants on behalf of itself, its successors and assigns to do, or refrain from doing, each of the following acts.

A. Maintenance

Grantor shall maintain the Facade in a good and sound state of repair, as depicted in the Baseline Data, in order to preserve the original architectural character and integrity of the Façade, as the same may be revised from time to time.

B. Facade and Viewshed Alterations Prohibited Without Grantee's Prior Written Approval

Exterior changes, alterations, additions and improvements to the Façade as would not, in the reasonable opinion of Grantee, adversely affect the structural soundness, or fundamentally alter the historic character, of the Facade may be made thereto by Grantor upon prior written consent of Grantee, which consent shall be granted or withheld in accordance with the terms of this Easement. The view and visibility of the Façade and the Structure from public rights-of-way, including streets, sidewalks, pedestrian areas, parks and any other public areas where the public is generally allowed to gather or traverse (the "Viewshed Areas"), shall not be blocked or obstructed by the placement or construction, whether temporary or permanent, if any other structure or object within the boundaries of the Property and any other adjacent areas or properties under ownership or control of Grantor, or any affiliated or related persons or entities of Grantor, without the prior written approval of the Grantee. Structures and objects which are prohibited from the Viewshed Areas include, but are not limited to, buildings, structures (whether temporary or permanent), trees, plants, vegetation, poles, flags, banners, awnings, wires, tents, utility boxes and related structures, signage, bill boards, advertising, vehicles, trailers, automobiles (except for parking as allowed pursuant to the City Code), whether fixed to the Structure or standing independently of the Structure. Temporary gatherings, festivals and related events which are allowed by permission of the City pursuant to the City Code or a City-issued permit shall not be treated as prohibited Viewshed Area obstructions pursuant to this paragraph.

C. Commercial or Industrial Activities

No industrial or commercial activities shall be conducted on the Property except to the extent permissible under then applicable land use regulations or as set forth in that certain Tax Increment Financing Contract by and between Grantor and Grantee dated _____, 2016, as may be amended or modified.

D. Signage

No commercial signs, billboards or advertising shall be displayed on the Facade other than those approved by Grantee in its reasonable discretion. Notwithstanding the foregoing, Grantor and Grantee may mutually elect to affix at the Property such historical and interpretative signs as Grantor shall elect provided the historical or structural integrity of the Façade is not materially affected thereby.

E. Payment of Taxes

Grantor shall pay before delinquent all general taxes, special assessments, water charges, sewer service charges and any and all other charges which, if unpaid, would become a lien on the Property. The obligation to pay shall not apply during (i) any period Grantor has (a) timely objected to the amount or validity of the charge, (b) diligently prosecuted the appeal of such assessment or charge, and (c) effectively stayed any enforcement action relating to any such lien against the Property, and (ii) any grace period following the conclusion of such appeal.

F. Reference on Conveyance

Grantor agrees (i) to insert a reference to the existence of this Easement in any deed or other legal instrument by which it transfers title to the Property or any interest therein (including a leasehold interest) and (ii) to notify Grantee of any such conveyance or other transfer of interest (providing the name, address and contact information for such transferee) at least ten (10) days prior to the date of any such conveyance or transfer. The failure to include such reference in the legal instrument shall authorize the City to void such transaction upon such declaration by the City Council.

Article III

GRANTOR’S RESERVED RIGHTS

Grantor reserves for itself, its successors and assigns, all rights as fee owner of the Property, including, without limitation, the right to use and enjoy the Property in any way and for any purpose not prohibited by this Easement or otherwise prohibited by law. Without limiting the generality of the foregoing, Grantor reserves the right to make alterations to any interior features of the Structure without prior consultation with Grantee, except as required by applicable City Code provisions, provided that any such interior alteration shall not materially impair the historical or structural integrity of the Façade or the structural integrity of the Structure.

Article IV

EASEMENT ADMINISTRATION

A. Evidence of Compliance

Grantee acknowledges that the intended uses of the Property are compatible with the purposes of this Easement. For any sale, leasing, refinancing, mortgaging or other business purpose, Grantee shall, within ten (10) business days of request, furnish Grantor or its designee with a statement that (i) provides to the best of Grantee’s knowledge, information and belief after reasonable inquiry, Grantor is in full compliance with its obligations under this instrument or (ii) that details any noncompliance with its obligations under this Easement.

B. Grantee Marker

Grantee is authorized to maintain one plaque or marker, not to exceed twelve (12) inches by twenty-four (24) inches, at a location mutually agreeable to Grantor and Grantee to afford public notice of (i) the history of the Property, (ii) Grantee’s ownership of the right to enforce the terms of this Easement, and (iii) Grantee’s name, address and phone number.

C. Inspection

Upon prior reasonable written notice to Grantor, its successors and assigns, Grantee shall be entitled to enter upon the Property for the purpose of inspecting the Façade to insure there are no violations under the terms of this Easement. Any such inspection will be conducted in a

manner that will not unreasonably interfere with the uses being made of the Property and Grantor's quiet enjoyment of the same at the time of such entry. Grantee's right to enter upon the Property is solely for the purpose of inspecting the Façade and making determinations regarding enforcement of this Easement. In the absence of evidence of a violation of the terms of this Easement, such inspection will not take place more often than annually.

D. Initial Work

Grantee acknowledges that Grantor intends to repair, renovate and alter the Structure ("Grantor's Initial Work") to preserve the physical integrity of the Structure and prevent further deterioration and consents to such work, subject to the terms of this Easement. Grantor hereby agrees that Grantor's Initial Work shall be performed in accordance with plans and specifications submitted by Grantor and approved by Grantee (as may be amended from time to time, "Grantor's Plans"); the approval of which shall be subject to the terms of this Easement.

E. Requests for Changes and Review of Proposed Work

Grantor shall notify Grantee promptly of any proposed work to the Façade requiring Grantee's prior approval pursuant to the terms of this Easement. Depending upon the nature of the proposed work, Grantee may request Grantor to furnish a written narrative, a sketch plan, or more detailed plans to enable Grantee to confer further with Grantor. Grantee shall notify Grantor within ten (10) business days following receipt of the initial requested information whether Grantee has sufficient information to complete its review of the proposed work and, if Grantee has sufficient information, whether the proposed work appears permissible and any areas of particular concern. At that time, Grantee shall also (i) furnish Grantor with a description of any additional information Grantee will reasonably require to approve the proposed work, if possible, or (ii) schedule a meeting with Grantor and its professional advisors to discuss and refine the scope of the proposed work to render it eligible for conceptual approval.

Once the scope of the proposed work is identified and Grantee has granted conceptual approval, Grantor shall submit to Grantee a set of plans and a work schedule in sufficient reasonable detail to enable Grantee to review the proposed work. Within twenty (20) business days of receipt of such plans ("Approval Period"), Grantee shall notify Grantor in writing whether it approves such plans, approves such plans with conditions, or disapproves such plans. If Grantee disapproves the plans or approves such plans with conditions, as the case may be, Grantee will identify with specificity its objections to the proposed plans. If the proposed plans cannot be modified to make them acceptable, Grantee shall furnish Grantor with a written statement of the reasons for denying approval.

F. Standards for Review

In exercising its review authority hereunder concerning the Façade, Grantee shall look to the Baseline Data, the original designs for the Facade prepared by architect Henry Hoit and landscape architect George Kessler, Grantee's own reasonable general guidelines for review of alterations to historic resources located in Lee's Summit, Missouri, and Grantor's purpose in creating this instrument. Grantee agrees that any review of proposed changes shall take into account Grantor's budgetary constraints, code compliance, federal, state and local laws, this

Easement and the TIF Plan, while maintaining those features of the Façade that make them unique.

All authority vested in the Grantee under this Easement shall be exercised by the City Director of Planning and Development, or his/her designee. If Grantor does not receive an approval of the plans for work for which Grantor has sought Grantee's consent as required under the terms of the Easement within the time period set forth herein, then the plans shall not be deemed approved, and Grantee and Grantor shall meet and negotiate in good faith to reach agreement on changes, modifications and additions to the plans for the work necessary to allow Grantee to approve such work within ten (10) days following the expiration of the Approval Period. If Grantee and Grantor are unable to reach agreement on the changes, modifications and additions to the plans for the work to enable Grantee to approve such work, then Grantor shall have the right to request that the City Council of Lee's Summit, Missouri schedule a hearing to consider the matter and to determine in its reasonable discretion whether Grantee's determination not to approve such work is reasonable. The City Council shall use the same standards as set forth in this Section during its review of the request.

G. Enforcement Rights of Grantee

In the event of a violation of any term, condition, covenant, or restriction contained in this Easement, upon prior reasonable written notice to Grantor, Grantee may institute a suit for one or more of the following: to compel the restoration of the Façade to the condition existing prior to the violation; or to enjoin by temporary or permanent injunction such violation. Grantee's failure to act shall not be deemed to be a waiver or a forfeiture of the right to enforce any term, condition, covenant, or purpose of this Easement in the future. If any legal action is undertaken by Grantee to enforce this Easement or to enjoin a violation, the prevailing party in such action shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection with such action.

H. Notice

All notices required by this Easement must be in writing. Notices may be given either by hand delivery, mail service or electronic mail. Mailed postal notice must be contained in an accurately addressed, sealed envelope, marked for delivery by first class registered or certified mail, with sufficient prepaid postage affixed and with return receipt requested.

Mailed notice to Grantor shall be addressed to Grantor as follows:

M-III Longview, LLC
4601 College Blvd., Suite 350
Leawood, KS 66211

With a copy to:

Greg L. Musil, Esq.
Douthit Frets Rouse Gentile & Rhodes, LLC
5250 W. 116th Place, Suite 400
Leawood, KS 66211

or to such other address as Grantor may designate by notice.

Mailed notice to Grantee shall be addressed to:

City of Lee's Summit, Missouri
Planning & Development Department
207 S.W. Market Street
Lee's Summit, MO 64065

With a copy to:

David W. Bushek, Esq.
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108

or to such other address as Grantee may designate by notice.

Notice shall be deemed given and received as of the date of its hand or express mail delivery, or three days following the date of its mailing.

I. Assignment

Grantee may not assign its interest in this Easement without the prior written consent of Grantor, which consent may be granted in Grantor's reasonable discretion. Subject to the terms and provisions of Article VIII, Paragraph B. below, Grantee may hire or contract for advice and guidance regarding the administration and enforcement ("Grantee's Consultant") of this Easement, at no cost to Grantor except as may be specifically provided herein, which shall not be deemed an assignment and shall not require prior approval of Grantee. Notwithstanding the foregoing, such other party may not enforce the terms of this Easement, such right of enforcement being personal to Grantee, except as may otherwise be provided in this Easement. Any costs incurred by Grantee in connection with any such hiring or contracting shall be at the cost of Grantee, except that if such advice is sought in connection with an alleged violation of this Easement, and a violation by Grantor is established as provided in Article IV, Paragraph G. above, then the reasonable, actual, verified costs incurred by Grantee in connection with any such hiring or contracting shall be reimbursed to Grantee by Grantor.

Article V

CASUALTY DAMAGE OR DESTRUCTION; INSURANCE

A. Insurance

1. Property Insurance

Grantor shall keep the Structure insured against loss from the perils commonly insured under fire and extended coverage insurance policy in an amount equal to one hundred percent (100%) of the full replacement cost of the Structure. Such insurance shall (i) be issued by a company or companies reasonably acceptable to Grantee and include an Ordinance or Law Endorsement.

2. Issuance and Renewal of Insurance; Required Terms

Upon Grantee's acceptance of this instrument, and at least ten (10) days prior to each anniversary date (or if the policy is in force for a term longer than one calendar year, within ten (10) days before expiration of the term of the policy), Grantor shall cause its insurance carrier to furnish to Grantee certificates of insurance policies required hereunder.

B. Casualty Damage or Destruction

If the Structure is damaged or destroyed by fire, flood, windstorm, tornado, earth movement, or other casualty, Grantor shall notify Grantee in writing within ten (10) days of the damage or destruction. Grantor's notice shall include a statement of any emergency work which has been completed or commenced. In the event of any damage or destruction, Grantor shall make no exterior repairs or reconstruction of any type to the Façade without Grantee's prior written approval, other than temporary emergency work reasonably required to stabilize the Façade to prevent further damage, or to protect public safety.

C. Grantee Rights Upon Determination that Reconstruction or Restoration is Impracticable

If Grantor determines that restoration or reconstruction of the Structure is impracticable within the limits of available insurance proceeds and other funds reasonably available to Grantor, including funds advanced by Grantee, if any, Grantor may demolish, raze or remove the Structure, or the damaged elements thereof.

D. Review after Casualty Damage or Destruction

Unless Grantor shall determine that the restoration or reconstruction of the Structure and the Façade is impracticable (in accordance with the provisions of Article V.C. above, Grantor shall establish a schedule for completing the restoration or reconstruction work for the Structure and the Façade in accordance with plans and specifications to be submitted to Grantee for review and approval as set forth in this Easement, and promptly following such approval by Grantee, Grantor shall proceed to restore or reconstruct the Structure and the Façade.

Article VI

AMENDMENT, CONDEMNATION AND EXTINGUISHMENT

A. Amendment

Grantor and Grantee recognize that circumstances could arise that might justify the modification of certain of the restrictions contained in this Easement. To this end, Grantee shall consider in good faith any amendments to this Easement requested by Grantor provided that they are not inconsistent with the basic purpose of this Easement to protect the Façade. This Easement may be amended in the same manner as other easements under the laws of the State of Missouri.

B. Condemnation

If all or any part of the Property is threatened to be taken under the power of eminent domain by public, corporate or other authority other than Grantee, or any agency, department or division thereof, or otherwise acquired by such authority through a purchase in lieu of such a condemnation, Grantor shall defend against the condemnation to recover the full value of the Property, together with all incidental and direct damages recoverable under applicable law. Grantor and Grantee shall first satisfy prior claims against the Property and any net expenses reasonably incurred by Grantor and Grantee in connection with the condemnation. Thereafter, Grantor and Grantee shall share the balance of the condemnation proceeds in accordance with their interests in the Property as may be reasonably determined by the parties, or by a court of competent jurisdiction. If Grantor fails to defend against the condemnation to recover the full value of the Property, Grantee shall have the right to institute such defense.

C. Extinguishment

Grantor and Grantee recognize that circumstances may arise which might make impossible the continued ownership or use of the Property in a manner consistent with the purposes of this Easement, in which event it might become desirable to extinguish this Easement. In the event the parties mutually determine that extinguishment is appropriate and desirable, they may mutually agree to such extinguishment by appropriate action which is in recordable form, or petition a court of competent jurisdiction to extinguish the easement by the parties.

Article VII

MORTGAGEE SUBORDINATION AND RIGHTS OF MORTGAGE LENDERS

A. Subordination of Mortgages

Grantor and Grantee agree that all mortgages and rights in the Property of all mortgagees are subject to and subordinate at all times to this Easement and the rights of Grantee to enforce this Easement. Grantor hereby warrants and represents that the Property is not currently subject to any mortgages or other liens or, to the extent any such mortgages or other liens exists, Grantor will deliver to Grantee, concurrently with the execution of this Easement, an instrument, acceptable in form and content to Grantee, pursuant to which the holder of any such mortgage or

lien has agreed that all of its rights, titles and interests in the Property are subordinate to this Easement.

B. Rights of Mortgagees

(1) Proceeds on Condemnation or Casualty Loss

Notwithstanding any mortgage lender's relative priority in relation to this Easement, if a mortgage grants to a mortgagee the right to receive the proceeds of condemnation proceedings arising from any exercise of the power of eminent domain or the right to receive insurance proceeds as a result of any insured casualty occurring on the Property, the mortgagee shall have a prior claim to any such proceeds and shall be entitled to receive same in preference to Grantee until the mortgage has been paid off or discharged. This partial subordination of Grantee's relative priority in favor of a mortgage lender's competing claims to direct the application of condemnation or insurance proceeds shall only apply if the mortgage creating such mortgagee's right is recorded before the first discussion of the possibility of condemnation or eminent domain is published in the local news media, in the case of a condemnation, or before occurrence of the insured occurrence in the case of an insured loss.

(2) Mortgagee Obligations Under Easement

Until a mortgagee or purchaser at foreclosure obtains ownership of the Property following foreclosure of its mortgage or deed in lieu of foreclosure, the mortgagee or purchaser shall have no obligation, debt or liability under this Easement; provided, however, that if at any time such mortgagee or purchaser shall operate the Property during the period of its ownership, it shall be obligated to maintain the Property, including without limitation the Façade, in accordance with the terms of this Easement.

(3) Extinguishment

Nothing contained herein shall give any mortgagee the right to extinguish this instrument, whether by foreclosure, deed in lieu of foreclosure, or otherwise.

Article VIII

THIRD PARTY RIGHTS NEGATED

A. Public Access Prohibited

This Easement shall not be construed to include a grant to the public of any right to enter the Property for any purpose.

B. No Third Party Enforcement Rights

Grantor and Grantee understand that strangers to this Easement may, by virtue of the grant, claim standing to influence Grantee's administration of its rights hereunder. Grantor and Grantee agree, to the maximum extent permissible by law, to deny standing to any persons, nonprofit institutions, or governmental entities to intervene, whether by action at law or equity,

in Grantee's interpretation, administration, and enforcement of its rights, burdens and benefits under this Easement. Nothing contained herein is intended to create any beneficial interest in any party that is not a signatory to this Easement. Under no circumstances does Grantor intend to create, nor does it create, any rights in third parties to intervene in Grantee's exercise of the discretionary powers entrusted to Grantee hereunder.

Grantor and Grantee understand that Grantee has the right to appoint a neutral, unrelated person or entity as a "third party enforcer" to insure that Grantor complies with the terms of this Easement.

Article IX

DEFINITIONS AND MISCELLANEOUS

A. Use of Pronouns

The terms "Grantor" and "Grantee", wherever used herein, and any pronouns used in place thereof, shall mean and include the above-named Grantor and its successors and assigns and the above-named Grantee and its successors and assigns approved by Grantor.

B. Severability

If any provision of this Easement, or the applicability thereof to any person or circumstance, are found to be invalid, the remainder of the provisions of this Easement and the application of such provisions shall remain in full force and effect.

C. Binding Effect

The restrictions and covenants contained herein shall be deemed to run with the land in perpetuity as covenants at law and equitable servitudes, and extend to and be binding on Grantor and Grantee and their respective heirs, administrators, devisees, successors, and assigns in perpetuity.

D. Non-Waiver

The failure of Grantee to exercise any right or remedy granted under this instrument with respect to any particular violation shall not have the effect of waiving or limiting the exercise of such right or remedy with respect to the identical (or similar) type of violation at any subsequent time or the effect of waiving or limiting the exercise of any other right or remedy.

E. Governing Law

This Easement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Missouri.

F. Recording and Effective Date

Grantee shall do and perform at Grantor's expense all acts necessary to the prompt recording of this Easement in the land records of Jackson County, Missouri. Grantor and Grantee intend that the "Effective Date" of this Easement shall be the date this instrument is accepted by Grantee, even though such date is before the date this instrument is recorded among the land records of Jackson County, Missouri.

G. Entire Agreement

This Easement reflects the entire agreement of Grantor and Grantee. Any prior or contemporaneous correspondence, understandings, agreements and representations are null and void upon execution of this Easement unless the same are identified and incorporated herein by reference.

TO HAVE AND TO HOLD the said Easement, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said City of Lee's Summit, Missouri its successors and assigns, in fee simple.

IN WITNESS WHEREOF, Grantor and Grantee (who joins in this deed to evidence its acceptance of the burdens and undertakings imposed hereunder) have executed this Easement as of the day and year first above written.

GRANTOR:

M-III LONGVIEW, LLC

Witness:

By: _____

Name: _____

Title: _____

COUNTY OF JACKSON)
STATE OF MISSOURI), ss:

I hereby certify that on this ____ day of _____, 20____, before me, the undersigned officer, a notary Public in and for the County and State aforesaid, personally appeared _____, as _____ of **M-III Longview, LLC**, known to me or satisfactorily proven to be the person whose name is subscribed to the within deed and acknowledged that he executed the same on behalf of said limited liability company for the purposes therein contained, and further acknowledged that said Easement is its free act and deed or said limited liability company.

In Witness Whereof, I have set my hand and official seal this ____ day of _____, 20____.

Notary Public

My commission expires:_____.

GRANTEE:

CITY OF LEE'S SUMMIT, MISSOURI

(Corporate Seal)

Attest:

Denise Chisum, City Clerk

Randy Rhoads, Mayor

Approved As To Form:

Brian Head, City Attorney

COUNTY OF JACKSON)
STATE OF MISSOURI), ss:

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the County and Sate aforesaid, came Randy Rhoads, the Mayor of the City of Lee's Summit, Missouri, a City duly incorporated and existing under and by virtue of the laws of the State of Missouri, 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 City, and such person duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My commission expires:_____.

Exhibit A

LEGAL DESCRIPTION OF THE PROPERTY

Exhibit B
SITE PLAN

Exhibit C

BASELINE DATA

Exhibit C
BASELINE DATA

EXHIBIT H

[INTENTIONALLY DELETED]

EXHIBIT I

CERTIFICATE OF SUBSTANTIAL COMPLETION

The undersigned, _____ the “**Developer**”), pursuant to that certain Tax Increment Financing Redevelopment Contract dated as of _____, 2016, between the City of Lee’s Summit, Missouri (the “**City**”) and the Developer (the “**Contract**”), hereby certifies to the City as follows:

1. That as of _____, 20____, the Historic Preservation Improvement described in the Contract as _____ (the “**Completed Historic Preservation Improvement**”) has been substantially completed in accordance with the Contract.

2. The Completed Historic Preservation Improvement has been completed in a good and workmanlike manner in accordance with the Preservation Plans and all other applicable terms and conditions of the Contract.

3. Lien waivers for the Completed Historic Preservation Improvement has been obtained.

4. This Certificate of Substantial Completion is accompanied by 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 Completed Historic Preservation Improvement has been substantially completed in accordance with the Contract.

5. This Certificate of Substantial Completion is being issued by the Developer to the City in accordance with the Contract to evidence the Developer’s satisfaction of all obligations and covenants with respect to the Completed Historic Preservation Improvement in order to receive reimbursement as provided in the Contract.

6. This Certificate is accompanied by an Historic Preservation Easement for the Completed Historic Preservation Improvement that is in compliance with the requirements of the Contract, has been executed and is in recordable form.

6. The City’s acceptance (below) or the City’s failure to object in writing to this Certificate within thirty (30) days of the date of delivery of this Certificate of Substantial Completion to the City, and the recordation of this Certificate of Substantial Completion with the Jackson County Recorder of Deeds, shall evidence the satisfaction of the Developer’s agreements and covenants to construct the Completed Historic Preservation Improvement.

This Certificate of Substantial Completion shall be recorded in the office of the Jackson County Recorder of Deeds. This Certificate of Substantial Completion 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 Contract.

[Remainder of page intentionally blank.]

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

a _____

By: _____

Name: _____

Title: _____

ACCEPTED:

CITY OF LEE'S SUMMIT, MISSOURI

By: _____

Name: _____

Title: _____

[Insert Notary Form(s) and Legal Description]

EXHIBIT J

APPLICATION FOR REIMBURSABLE PROJECT COSTS

TO: City of Lee's Summit, Missouri
Attention: City Manager

Re: New Longview Tax Increment Financing Plan and the Second Amended and Restated Longview Farm Tax Increment Financing Plan

*Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Tax Increment Financing Redevelopment Contract dated as of _____, 2016 (the "**Contract**") between the City of Lee's Summit, Missouri (the "**City**") and M-III Longview, LLC (the "**Developer**"). In connection with said Contract, the undersigned hereby states and certifies that:*

1. Each item listed on *Schedule 1* attached hereto is a Reimbursable Project Cost and was incurred in connection with the construction of an Historic Preservation Improvement as allowed by the Contract. The attached *Schedule 1* sets forth the Plan under which each Reimbursable Project Cost may be reimbursed and whether each cost is requested to be reimbursed from proceeds of the City Loan or from TIF Revenues held in the Special Allocation Fund of the New Longview Plan.

2. These Reimbursable Project Costs have been paid by the Developer and are reimbursable under the Plans and the Contract.

3. Each item listed on *Schedule 1* has not previously been paid or reimbursed from money derived from the Special Allocation Fund of either Plan or from the proceeds of the City Loan and no part thereof has been included in any other Application previously filed with the City.

4. There has not been filed with or served upon the 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.

5. All necessary permits and approvals required for the Work for which this application relates have been issued and are in full force and effect.

6. All Work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Contract.

7. If any cost item to be reimbursed under this application is deemed not to constitute a Redevelopment Project Cost within the meaning of the TIF Act and the Contract, the Developer shall have the right to substitute other eligible Reimbursable Project Costs for payment hereunder.

8. The Developer is not in default or breach of any term or condition of the Contract, and no event has occurred and no condition exists which constitutes a Developer Event of Default under the Contract.

9. All of the undersigned Developer's representations set forth in the Contract remain true and correct as of the date hereof.

10. Construction of the Historic Preservation Improvements is in substantial compliance with the Project Schedule of the Contract.

Dated this ____ day of _____, 20____.

a _____

By: _____

Name: _____

Title: _____

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

CITY OF LEE'S SUMMIT, MISSOURI

By: _____

Name: _____

Title: _____

EXHIBIT K

ASSIGNMENT AGREEMENT

(Name of Assignee)

This ASSIGNMENT AGREEMENT (“**Assignment Agreement**”) is entered into this ____ day of _____, 20____, by and between M-III LONGVIEW, LLC (“**Assignor**” or “**Developer**”), _____, a _____ (“**Assignee**”), and the CITY OF LEE’S SUMMIT, MISSOURI (the “**City**”).

RECITALS

A. The property to be purchased by Assignee from Assignor as legally described in **Exhibit A** attached hereto (the “**Property**”) is part of the Redevelopment Area of the New Longview Tax Increment Financing Plan (the “**Redevelopment Plan**”) approved by the City pursuant to Ordinance No. ____ adopted by the City Council on ____, 2016 (the “**Redevelopment Plan Ordinance**”).

B. The Property is subject to that certain Tax Increment Financing Redevelopment Contract between the City and Developer dated March 28, 2016, a memorandum of which was recorded in the Office of the Recorder of Deeds of Jackson County, Missouri on ____, 2016, as Document No. ____ (the “**Agreement**”).

C. _____, a _____ corporation, is the successor in interest to Developer with respect to the Property.

Except as otherwise provided herein, the capitalized terms herein shall have the meanings as provided in the Contract.

NOW, THEREFORE, for and in consideration of the promises and the covenants entered herein, City and Assignee agree as follows:

1. Assignee has entered into a purchase contract with Developer, pursuant to which Assignee will acquire the Property.

2. Assignee acknowledges that it has been provided with and/or has reviewed true and accurate copies of the Plans, the ordinances that approved the Plans, the Contract and all other documents associated with the Plans that may be necessary for Assignee to make an informed decision regarding purchase of the Property with respect to the matters set forth in those documents and this Assignment Agreement.

3. Assignor hereby assigns and Assignee hereby assumes all of Assignor’s obligations under the Agreement with respect to the Property, and Assignee also acknowledges and agrees that its acquisition of the Property and the transfer of the Property to Assignee is subject in all respects to the Agreement, the requirements of the Plans, and the rights of the City pursuant to the Contract and the TIF Act.

4. Assignee acknowledges and agrees that the Property is or will be included in the Redevelopment Area created by the City pursuant to the Redevelopment Plan and that certain taxes generated by Assignee’s economic activities, including sales taxes, will be applied toward Reimbursable Project Costs after the Redevelopment Project is activated by the City. Assignee shall forward to the City copies of Assignee’s State of Missouri sales tax returns for the Property located in the Redevelopment

Area when and as they are filed with the Missouri Department of Revenue, and, upon request, shall provide such other reports and returns regarding other local taxes generated by Assignee's economic activities in the Redevelopment Area and/or as the City shall require, all in the format prescribed by the City. Assignee will set forth the obligation contained in this subparagraph in any further lease or sale contract affecting the Property.

5. Assignee acknowledges that the Property will be subject to assessment for annual Payments in Lieu of Taxes ("PILOTs") when redevelopment projects in the Redevelopment Area are activated by the City. PILOTs are due on November 30 of each year and are considered delinquent if not paid by December 31 of each year. The obligation to make said PILOTs shall be a covenant running with the land and shall create a lien in favor of the City on the Property and shall be enforceable against Assignee and its successors and assigns in ownership of the Property.

6. Assignee acknowledges that in the event of the sale, lease, sublease, assignment, or other voluntary or involuntary disposition of any or all of the Property, PILOTs with respect to the Property shall continue and shall constitute a lien against the Property from which they are derived, and such obligations shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties as if they were in every case specifically named and shall be construed as a covenant running with the land and enforceable as if such purchaser, tenant, transferee or other possessor thereof were originally a party to and bound by the Agreement. Assignee assumes the duty to notify any purchaser, tenant, transferee or other possessor of the property its rights, duties and obligations under the Agreement.

7. Assignee acknowledges that, for any subsequent conveyance, the City must be notified in writing of the proposed sale of the Property prior to the proposed effective date of the sale, which notification shall include a copy of the instrument affecting such sale. Assignee acknowledges that its purchase and any subsequent sale of the Property will be subject to any and all rights of the City or Developer, as are set forth in the Contract, the Plans and the TIF Act with respect to such purchaser or transferee of the Property, whether or not specifically enumerated herein.

8. The Plans and the Contract shall inure to and be binding upon the successors and assigns of Developer, as to the Property, including Assignee, as if they were in every case specifically named and shall be construed as a covenant running with the land and shall be enforceable against purchasers or other transferees as if such purchaser or transferee were originally a party to and bound by this Assignment Agreement.

9. Assignee and the City acknowledge that, upon the full execution of this Assignment Agreement, Developer is hereby released from all its obligations under the Contract relating to the Property.

10. This Assignment Agreement shall be governed by the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

[ASSIGNOR]

By: _____
Name: _____
Title: _____

[ASSIGNEE]

By: _____
Name: _____
Title: _____

CITY OF LEE'S SUMMIT, MISSOURI

ATTEST:

City Clerk

By: _____
City Manager

APPROVED AS TO FORM:

City Attorney

EXHIBIT L

PERMITTED ASSIGNS

1. Sunflower Development Group, LLC
2. Lee's Summit Memory Care, LLC (owner of the memory care development in activated Project Area A and affiliate of The LaSalle Group, Inc., a Texas corporation, the original purchaser)
3. Padline III, LLC (owner of the child care and education facility in activated Project Area N and affiliate of Primax Properties, LLC, a North Carolina limited liability company, the original purchaser)

[Remainder of page intentionally left blank.]

816-221-1000
FAX: 816-221-1018
WWW.GILMOREBELL.COM



OTHER OFFICES:
ST. LOUIS, MISSOURI
WICHITA, KANSAS
LINCOLN, NEBRASKA

November 22, 2016

TO: Lee's Summit City Council

FROM: David Bushek

RE: Summary of the TIF Contract for the New Longview TIF Plan and the Second Amended and Restated Longview Farm TIF Plan

The TIF Contract will implement the Second Amended and Restated Longview Farm Tax Increment Financing Plan and the New Longview Tax Increment Financing Plan which were approved by the City Council in December 2015. The memo summarizes the TIF Plans and the key features of the TIF Contract.

Background

The First Amended and Ratified Longview Farm Tax Increment Financing Plan (the “**2003 TIF Plan**”) was approved on October 16, 2003. The primary purpose of the 2003 TIF Plan is to encourage the preservation of historic structures in the Longview area by providing reimbursement from TIF revenues for costs incurred to preserve certain structures in the Redevelopment Area. The City and Gale Communities, Inc. (the “**Original Developer**”), entered into the First Amended and Restated Tax Increment Financing Contract (the “**TIF Contract**”) on October 28, 2003, to implement the Longview TIF Plan.

As originally approved, the Redevelopment Area for the 2003 TIF Plan encompassed the entire development area including the proposed single family residential development, multi-family development, commercial development and historic structures. The Redevelopment Area for the 2003 TIF Plan contained ten Redevelopment Project Areas which are the areas planned for commercial development within which TIF revenues could be collected. Four Redevelopment Projects have been approved and the collection of TIF revenues has been activated in these areas by the City:

Project Area

Development

1B (Commercial East B)

McDonalds

2C (Commercial Center C)

Retail commercial – CVS
Pharmacy, gas station

3 (Commercial West)

Retail and service commercial

All TIF redevelopment projects must be approved within ten years after the date of the ordinance that approves a TIF plan, so the remaining six redevelopment projects can no longer be activated by the City under the 2003 TIF Plan. The revenues generated by the four activated projects can continue to be used for eligible historic preservation costs, and the proposed restructuring is discussed below.

The Original Developer was designated as the developer of record under the 2003 TIF Plan for the entire TIF Redevelopment Area. On May 14, 2008, the City certified \$2,750,458.00 in TIF-reimbursable project costs in connection with redevelopment of the Show Horse Arena. After receiving \$132,087.93 in TIF reimbursement, the Original Developer assigned the right to receive the remaining TIF reimbursement payments for the Show Horse Arena to Hawthorn Bank. As of today, the City has paid all or nearly (pending final reconciliation at the end of 2016) all of the TIF reimbursement for the Show Horse Arena. No other reimbursable project costs associated with any other historic preservation work have been submitted by Original Developer or approved by the City.

2012 TIF Plan Approvals for Apartment Development

The TIF Agreement contains restrictions that limit the type and density of retail development based on a schedule of historic preservation improvements. On January 19, 2012, the City approved an amendment to the 2003 TIF Plan and an amendment to the TIF Contract to accommodate Original Developer's request to consolidate the remaining allowable multi-family residential development in the Redevelopment Area. On April 3, 2014, the City approved a development plan for the apartment development to the west of the dairy barn and calf barn and also approved a companion Chapter 100 tax abatement plan that allows for the abatement of sales taxes that would otherwise be paid for construction materials and personal property installed for the apartment project.

Transfer of Ownership

Mariner Real Estate Management, operating under the subsidiary of M-III Longview, LLC ("Mariner") has taken ownership of approximately 173.7 acres of property from Original Developer pursuant to a transfer in lieu of foreclosure associated with Original Developer's mortgage of certain undeveloped parcels in the Redevelopment Area. Some parcels in the developed areas of Longview are still owned by the Original Developer, and some of the developed parcels are owned by the end-users, such as Citizens Union State Bank & Trust. As a result, there are now several property owners in the original Redevelopment Area. The TIF Contract that was executed by Original Developer runs with the land in the Redevelopment Area, and that TIF contract still applies to the entire Redevelopment Area at the present time and until a new contract is approved.

Restructuring Actions

In December 2015, the City Council approved the Second Amended and Restated Longview Farm Tax Increment Financing Plan (amending the 2003 TIF Plan), to provide for a re-prioritization of the historic preservation improvements that would be funded by the 2003 TIF Plan. The 2003 TIF Plan will continue to produce TIF revenues from the four activated project areas, and the revenue from the four activated project areas are authorized to be used on the following items pursuant to this amendment:

- Finish reimbursement of the Show Horse Arena (if needed)
- Stabilize the historic barns (\$650,000) and houses (\$200,000)
- Complete a portion of the Mansion rehabilitation (\$1,100,000)
- Complete restoration of the Pergola (\$900,000)
- Fund associated professional services (\$300,000)

The boundaries of three Redevelopment Projects that have already been activated (Projects 1B, 2C and 3) were adjusted through this amendment. These adjustments eliminated the undeveloped portions of the project areas under the 2003 Plan so these undeveloped areas could be included in new redevelopment project areas pursuant to the New Longview TIF Plan.

In December 2015, the Council also approved the New Longview TIF Plan (the “**2015 TIF Plan**”), which has a Redevelopment Area that is the remaining undeveloped areas of the Longview project as a whole. The New Longview Redevelopment Area includes all of the historic structures and the parcels that are planned for future commercial development. The 2015 TIF Plan includes 15 different project areas, which will allow the City to activate the collection of TIF revenues on a parcel-by-parcel basis as new development occurs. The Council has approved Project A (LaSalle Memory Care) and Project N (Goddard Child Care). TIF revenues will be collected for up to 23 years from all activated project areas, running from the date that the project ordinance is approved.

The 2015 TIF Plan authorizes TIF revenues to be used for the following items:

- Complete historic barns redevelopment (\$9,650,000)
- Complete historic houses redevelopment (\$1,200,000)
- Complete mansion redevelopment including temporary structure (\$1,400,000)
- Lake rehabilitation (\$500,000)
- City loan repayment, professional costs and contingency (\$2,690,000)

City Loan and Other Financing

The 2015 TIF Plan calls for use of the City’s “Interfund Loan Policy” to be used to provide financing for the costs items that are to be funded by the amendment to the 2003 TIF Plan. The City loan will promptly finance the most urgent historic preservation costs, particularly stabilization of the historic barns and houses which are in serious disrepair and in need of immediate stabilization to halt continued deterioration.

The Interfund Loan Policy can be used by the City because the Special Allocation Fund that was created for the 2003 TIF Plan and the 2015 TIF Plan are funds created and managed by the City. The City's cash reserves that are available for a loan between City funds, as allowed by the Policy, can be loaned for reimbursable project costs and moneys that accumulate in the Special Allocation Funds for the two TIF plans would be used to repay the loan. The revenue from both TIF Plans would be pledged as repayment sources, and other safeguards and security for repayment will be incorporated into the TIF contract.

The remaining project costs, including the reimbursable project costs that are not financed through the City loan, are proposed to be funded through a combination of private loans and federal and state historic preservation tax credits. The total project costs for the amended 2003 TIF Plan are projected to be a maximum of \$3,650,000, which are all reimbursable project costs. The total project costs under the new TIF Plan are projected to be about \$81.8 million, of which about \$18 million will be reimbursable project costs associated with the historic preservation improvements.

Significant TIF Contract Provisions

The following summarizes key provisions of the new TIF Contract.

Covers Two TIF Plans

This single TIF Contract covers the implementation of both TIF plans. This Contract includes authorization of the City Loan pursuant to the 2003 TIF Plan and the pay-as-you-go reimbursement arrangement for the 2015 TIF Plan.

Reimbursable Project Costs Cap (Section 3.01)

The Contract includes a reimbursable project costs cap that matches the approved TIF Plans -- \$3.65 million under the 2003 TIF Plan and \$16.9 million under the 2015 TIF Plan, plus interest under the 2015 TIF Plan at the Reimbursement Interest Rate (Prime Rate Plus 2%, which would be 5.50% today) pursuant to the New Longview TIF Plan.

Shifting Among Reimbursable Project Costs (Section 3.04.B)

Developer is allowed a reasonable amount of cost shifting between reimbursable line items in the project budgets. Developer may shift up to five percent (5%) of each Reimbursable Line Item associated with the Phase 1 Historic Preservation Improvements (2003 TIF Plan) to other Reimbursable Line Items associated with the Phase 1 Historic Preservation Improvements, and may shift up to five percent (5%) of each Reimbursable Line Item associated with the Phase 2 Historic Preservation Improvements (except for the Reimbursable Line Item associated with the "Interfund Loan Repayment, Restructuring Costs and Contingency") to other Reimbursable Line Items associated with the Phase 2 Historic Preservation Improvements.

Processing Reimbursement Applications (Section 3.04.C)

Developer must submit requests for reimbursement, which will be reviewed and approved by the City. The City may request additional information to verify the eligibility of each requested reimbursable cost. Developer must itemize reimbursement between the Phase 1 Historic Preservation Improvements or Phase 2 Historic Preservation Improvements.

Separate Special Allocation Funds (Section 4.06)

The City will maintain separate funds for the 2013 TIF Plan and the 2015 TIF Plan. This will allow the City to separately account for the funds that will repay the City Loan from the 2003 TIF Plan.

Project Schedule, Design and Construction (Section 5.01)

Developer must exercise commercially reasonable efforts to complete the Redevelopment Projects and each of its obligations under the Contract with respect to the acquisition, construction and completion of the Redevelopment Projects in substantial compliance with the Project Schedule attached as **Exhibit E**. Developer must also use commercially reasonable efforts to commence and complete the Historic Preservation Improvements in accordance with the Contract. Developer must pay prevailing wages, where applicable, and will indemnify the City for all suits brought against the City for failure to make these payments.

Prohibition on Business Relocation (Section 5.02)

No business that is currently operating in the City may be relocated within one year after approval of the Project Ordinance from another location within the limits of the City to a Redevelopment Project Area without the prior written approval of the City Manager. If the City grants such approval, the sales tax base for such Tenant shall be transferred to the location of the Tenant within Redevelopment Project Area and shall be treated as sales which occurred in the Redevelopment Project Area.

“Permitted Assigns” (Definitions, Exhibit L)

Developer has previously transferred land to Lee’s Summit Memory Care, LLC (owner of the memory care development in activated Project Area A and affiliate of The LaSalle Group, Inc., a Texas corporation, the original purchaser). Property may only be transferred to Padline III, LLC (owner of the child care and education facility in activated Project Area N and affiliate of Primax Properties, LLC, a North Carolina limited liability company, the original purchaser) and Sunflower Development Group, LLC (to conduct the historic rehabilitation) without triggering the provision summarized immediately below.

City Approval of Land Sales (Section 7.02.E)

No sale, transfer or other conveyance of any fee interest in the Property in the Redevelopment Area may be made to any party except to Permitted Assigns without the prior written consent of the City.

City Loan and Security for Loan (Section 3.03)

The City will incur a loan through the Interfund Loan Policy as discussed above. The City Loan will be repaid from the 2003 TIF Plan revenues, which are projected to be about \$345,000 in 2017 and increase to an annual amount of about \$440,000 after ten years. The City Loan is projected to be repaid after about 13 years, assuming the TIF revenues are received as projected in the TIF plan. The longest remaining TIF project (Project 1B, McDonalds property) has about 16 years left and terminates in 2033.

As additional security for the City Loan, any City Loan amounts (principal and interest) which remain unpaid as of the termination of Redevelopment Project 1B for the 2003 TIF Plan will be reimbursed on a proportional basis, computed quarterly, by comparing the total outstanding and unpaid City Loan amount (principal and accrued interest) and the total outstanding and unpaid certified Reimbursable Project Costs (principal and accrued interest) for the 2015 TIF Plan.

All City Loan proceeds will be controlled and disbursed by the City according to the requirements of the Contract and the City policies and procedures which are applicable to the City Loan. The proceeds of the City Loan will remain with the City and only be paid out for Reimbursable Project Costs that are certified by the City.

The City Loan will not be incurred until a number of conditions are satisfied:

- City and Developer have coordinated and made good faith efforts to obtain delivery of executed Historic Preservation Easements for each of the Completed Historic Preservation Improvements, except the Show Horse Arena (which has already been recorded);
- Submission of a) a performance bond (for the Mansion and Pergola rehabilitation projects) or b) an alternative form of assurance, including a contractor's estimate, scope of work or work plan (for the Phase 1 Stabilization Work), that ensures completion of each of the Phase 1 Historic Preservation Improvements to the City's satisfaction;
- Written confirmation from Hawthorn Bank regarding the remaining pay off for the Show Horse Arena, or written confirmation that the reimbursement obligation for Show Horse Arena has been fully paid;
- Execution of one or more contracts, in a form satisfactory to the City's legal counsel, for the completion of one or more line items of Stabilization or Rehabilitation Work which will be funded by the City Loan to the extent of such line item;

- Written confirmation that the TDD is in good standing with all applicable laws, has conducted an annual election of directors, properly populated the TDD board of directors, has conducted an annual board of directors meeting, approved all routine annual business of the TDD including the adoption of an annual budget and the filing of an annual financial statement with the State Auditor’s Office, and corrected or rectified any of the past violations of applicable laws; and
- Developer has provided an accounting of funds, if any, received for the Historic Items as required by **Section 6.02**.

Stabilization Work (Section 6.01)

From the proceeds of the City Loan, Developer will undertake certain stabilization work of the Dairy Barns, Farm Office and Dairy Manager House to stabilize the structures in order to maintain the physical integrity of such structures and prevent further deterioration and collapse due to weather and natural causes such as rain and snow. Such work will include patching and filling holes in roofs and walls, weather-proofing to prevent water damage and leakage, adding support beams and trusses to prevent the collapse of walls, floors and roofs, and all other work to maintain the physical integrity of such structure until the permanent rehabilitation and improvements can be completed for such structure. Prior to the commencement of any Stabilization Work, Developer cannot demolish, damage, destroy, move or remove any of the Historic Structures or any of the Façades of such structures, and shall not take action to alter the Façades of such structures, without prior written City approval. After Stabilization Work has been completed for an Historic Structure which is funded by the City Loan or which is reimbursable from TIF Revenues, Developer cannot damage, demolish or destroy such structure or take action to alter the Façades of such Historic Structure without written City approval.

Accounting for Historic Items (Section 6.02)

Developer represents to the City that it has not knowingly sold any Historic Items, is not aware of the sale of any Historic Items by any third party, and has not received any proceeds as the result of the sale of any Historic Items. Developer agrees it will provide an accounting of the proceeds that result from the sale of any Historic Items sold and any proceeds received on after the Effective Date of the Contract. An amount equal to all proceeds resulting from the sale of Historic Items as itemized by Developer must be advanced by Developer for the Stabilization Work. Historic Items are defined in the definitions section of the Contract.

Historic Preservation Work (Section 6.03)

Developer must, prior to the commencement of any Work on any Historic Structure or Façade, submit to the City plans and specifications for such Work. The City is allowed to comment on the plans and Developer must take these comments into account in the Historic Preservation Work.

Plan Amendment for North Arch (Section 6.03.C)

The Contract provides that the North Arch #1 requires additional Work to prevent further deterioration and provide for the long-term viability of the structure. The Parties agree that City staff will process a proposed amendment to the 2003 TIF Plan to incorporate the additional North Arch Costs as a Reimbursable Project Cost which will be funded by the City Loan. If an amendment to the 2003 TIF Plan for the North Arch is approved by the City Council, then the City Loan will also fund the full rehabilitation of the North Arch.

Additional Historic Tax Credits (Section 6.03.G)

If the formula or methodology for state or federal Historic Tax Credits is modified or amended such that the Developer or another party associated with the Historic Preservation Improvement receives credits for Work on the Historic Preservation Improvements in excess of the Historic Tax Credit amounts itemized in the Plans, then 75% of the amount of the new credits received will be treated as follows: (1) reduce the City Loan on a dollar for dollar basis if the credits are received while the City Loan is still being disbursed, or (2) if after the City Loan has been disbursed, then such amount shall be credited to the certified Reimbursable Project Costs that are due to be paid from the Special Allocation Fund for the 2015 TIF Plan. As an incentive for a party to commit time, energy and costs toward obtaining New Historic Tax Credits, the remaining twenty-five (25%) of any New Historic Tax Credits actually received may be retained by the recipient.

Replacement of 2003 TIF Contract (Section 9.06.E)

This new Contract is intended to completely replace the 2003 TIF Contract as to Mariner and the property that Mariner owns within the TIF Redevelopment Areas. Other rights maintained by the City under the original TIF Contract will continue in effect under the terms of that contract with respect to other parties besides Mariner.

Payments to Taxing Districts from Residential Development (Section 3.06)

The TIF Commission voted unanimously to approve Resolution 2015-02 which recommends approval of the New Longview TIF Plan. The TIF Commission voted 9-1 to approve an amendment to Resolution 2015-02 to include an additional recommendation which reads as follows:

[I]nclude provisions in the tax increment financing contract to incorporate a payment to the property taxing districts to cover direct costs incurred by the taxing districts as a direct result of residential development in the tax increment financing redevelopment project areas.

This provision is incorporated in to Section 3.06 of the TIF Contract. All of the payments authorized by this Section would come exclusively from TIF revenue generated by Redevelopment Project I for a maximum of 20 years, in the total maximum amount of about \$1.49 million for the Lee's Summit School District and about \$646,000 for the remaining taxing

districts. Payments to the taxing districts would only be from captured TIF revenues that are generated by each taxing district's tax levy within the Project I area.

The TIF Commission also voted unanimously to approve Resolution 2015-03 which recommends approval of the amendment to the 2003 TIF Plan.

**Comparison of Revenues
PILOTs, TIF EATs and TDD EATs
Project Areas F, G, H and I Only**

2015 Approved TIF Plan
Yarco / B&B PDP - 2016

SUMMARY	
TIF PLAN NPV =	\$ 7,622,281
PDP NPV =	\$ 8,386,921
DIFFERENCE	\$ 764,640
% DIFFERENCE	110%

TIF PLAN ASSUMPTIONS - 2015 Approval

Program:	Units/Lots	SqFt	Sales Per Sq Foot	County Value Per Sq Ft or Per Unit
Total Office		17,000	\$ -	\$ 110
Total Retail		39,000	\$ 228	\$ 125
Total Senior	228	-	\$ -	\$ 65,000
TOTAL	228	56,000		

Projections:	PILOTs for TIF	Sales Tax Revenues for TIF		Total TIF Revenues
	Total PILOTs	TIF Sales Tax Revenue (TIF EATs)	TDD Sales Tax Revenue (TDD EATs)	TIF PILOTs, TIF EATs, TDD EATs
Total	\$ 10,136,836	\$ 3,357,661	\$ 1,074,451	\$ 14,568,948
NPV @ 5.0%	\$ 5,253,542	\$ 1,794,499	\$ 574,240	\$ 7,622,281

REVENUE ESTIMATES PER NEW PDP (Yarco / B&B) - 2016

Program:	Units/Lots	SqFt	Sales Per Sq Foot	County Value Per Sq Ft or Per Unit
Total Office		87,000	\$ -	\$ 112
Total Retail		37,500	\$ 131	\$ 125
Total Senior	172	-	\$ -	\$ 65,000
TOTAL	172	124,500		

Projections:	PILOTs for TIF	Sales Tax Revenues for TIF		Total TIF Revenues
	Total PILOTs	TIF Sales Tax Revenue (TIF EATs)	TDD Sales Tax Revenue (TDD EATs)	TIF PILOTs, TIF EATs, TDD EATs
Total	\$ 13,749,595	\$ 1,811,655	\$ 579,730	\$ 16,140,979
NPV @ 5.0%	\$ 7,126,089	\$ 955,176	\$ 305,656	\$ 8,386,921

Additional Notes:

(1) Any projections contained herein are preliminary. These indications are provided solely for your information and consideration, are subject to change at any time without notice. The information contained in this presentation may include results of analyses from a quantitative model which represent potential future events that may or may not be realized, and is not a complete analysis of every material fact. Any estimates included herein constitute our judgment as of the date hereof and are subject to change without any notice.

(2) IRR C&P is not acting as an advisor to a municipal entity or obligated person and does not owe a fiduciary duty pursuant to Section 15B of the Exchange Act to any municipal entity or obligated person with respect to the information and material contained in this communication.

(3) IRR C&P is acting for its own interests or the interests of a client which is not a municipal entity or obligated person. A municipal entity or obligated person should discuss any information and material contained in this communication with any and all internal or external advisors and experts that the municipal entity or obligated person deems appropriate before acting on this information or material.

(4) The attached analysis, prepared by IRR Corporate and Public Finance, LLC ("IRR C&P"), contains factual and general information and is not recommending an action to a municipal entity or obligated person with respect to the structure, timing, or terms of any municipal financial products. Any examples, analyses, scenarios, or options contained in this communication are not a recommendation or advice to any municipal entity or obligated person.

(5) Prior to any Transaction, you should determine, without reliance upon us or our affiliates, the economic risks and merits (and independently determine that you are able to assume these risks) as well as the legal, tax and accounting characterizations and consequences of any such Transaction. In this regard, by accepting this presentation, you acknowledge that (a) we are not in the business of providing (and you are not relying on us for) legal, tax or accounting advice, (b) there may be legal, tax or accounting risks associated with any Transaction, (c) you should receive (and rely on) separate and qualified legal, tax and accounting advice and (d) you should apprise senior management in your organization as to such legal, tax and accounting advice (and any risks associated with any Transaction) and our disclaimer as to these matters.

(6) IRS Circular 230 Disclosure: IRR Corporate & Public Finance, LLC and its affiliates do not provide tax or legal advice. Any discussion of tax matters in these materials is not intended or written to be used, and cannot be used or relied upon, by you for the purpose of avoiding any tax penalties. Accordingly, you should seek advice based on your particular circumstances from an independent tax advisor.

TIF PLAN (select areas only)

PILOTS, TIF EATs and TDD EATs
New Longview TIF
Project Areas F, G, H and I Only

	Units/Lots	SqFt
Total Office		17,000
Total Retail		39,000
Total Senior	228	-
TOTAL	228	56,000

New Longview Redevelopment

Year	PILOTS for TIF		Taxable Sales for TIF & TDD	Sales Tax Revenues for TIF		Total TIF Revenues
	Incremental Assessed Value	Total PILOTS		TIF Sales Tax Revenue (TIF EATs)	TDD Sales Tax Revenue (TDD EATs)	
1 2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2 2017	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3 2018	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4 2019	\$ 3,350,000	\$ -	\$ 2,612,500	\$ 39,392	\$ 12,605	\$ 51,997
5 2020	\$ 4,121,300	\$ 295,301	\$ 5,225,000	\$ 78,783	\$ 25,211	\$ 103,994
6 2021	\$ 5,041,200	\$ 363,291	\$ 6,918,375	\$ 104,316	\$ 33,381	\$ 432,999
7 2022	\$ 5,056,626	\$ 444,380	\$ 8,612,926	\$ 129,867	\$ 41,557	\$ 534,715
8 2023	\$ 5,142,024	\$ 445,740	\$ 8,742,120	\$ 131,815	\$ 42,181	\$ 618,376
9 2024	\$ 5,157,759	\$ 453,268	\$ 8,873,251	\$ 133,792	\$ 42,813	\$ 622,345
10 2025	\$ 5,244,864	\$ 454,655	\$ 9,006,350	\$ 135,799	\$ 43,456	\$ 632,522
11 2026	\$ 5,260,914	\$ 462,333	\$ 9,141,445	\$ 137,836	\$ 44,107	\$ 636,598
12 2027	\$ 5,349,762	\$ 463,748	\$ 9,278,567	\$ 139,903	\$ 44,769	\$ 647,006
13 2028	\$ 5,366,132	\$ 471,580	\$ 9,417,746	\$ 142,002	\$ 45,441	\$ 651,190
14 2029	\$ 5,456,757	\$ 473,023	\$ 9,559,012	\$ 144,132	\$ 46,122	\$ 661,834
15 2030	\$ 5,473,455	\$ 481,011	\$ 9,702,397	\$ 146,294	\$ 46,814	\$ 666,131
16 2031	\$ 5,565,892	\$ 482,483	\$ 9,847,933	\$ 148,488	\$ 47,516	\$ 677,016
17 2032	\$ 5,582,924	\$ 490,632	\$ 9,995,652	\$ 150,716	\$ 48,229	\$ 681,428
18 2033	\$ 5,677,210	\$ 492,133	\$ 10,145,587	\$ 152,976	\$ 48,952	\$ 692,560
19 2034	\$ 5,694,582	\$ 500,444	\$ 10,297,770	\$ 155,271	\$ 49,687	\$ 697,091
20 2035	\$ 5,790,754	\$ 501,976	\$ 10,452,237	\$ 157,600	\$ 50,432	\$ 708,476
21 2036	\$ 5,808,474	\$ 510,453	\$ 10,609,020	\$ 159,964	\$ 51,189	\$ 713,128
22 2037	\$ 5,906,569	\$ 512,015	\$ 10,768,156	\$ 162,364	\$ 51,956	\$ 724,773
23 2038	\$ 5,924,643	\$ 520,662	\$ 10,929,678	\$ 164,799	\$ 52,736	\$ 729,550
24 2039	\$ 6,024,701	\$ 522,255	\$ 11,093,623	\$ 167,271	\$ 53,527	\$ 741,460
25 2040	\$ 6,043,136	\$ 531,075	\$ 11,260,028	\$ 169,780	\$ 54,330	\$ 746,365
26 2041	\$ 1,979,891	\$ 172,730	\$ 11,428,928	\$ 172,327	\$ 55,145	\$ 758,547
27 2042	\$ 1,039,680	\$ 91,647	\$ 4,350,342	\$ 65,595	\$ 20,990	\$ 259,315
28 2043	\$ -	\$ -	\$ 4,415,597	\$ 66,579	\$ 21,305	\$ 179,532
29 2044	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
30 2045	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 10,136,836	\$ 10,136,836	\$ 10,136,836	\$ 3,357,661	\$ 1,074,451	\$ 14,568,948
NPV @ 5.0%	\$ 5,253,542	\$ 5,253,542	\$ 5,253,542	\$ 1,794,499	\$ 574,240	\$ 7,622,281

Notes:

- PILOTS are captured at a rate of \$8.9583 per \$100 of assessed value.
- PILOTS are currently calculated gross of the base value of: **\$154,908**
- NPV is calculated based on the respective start date of each project.
- Collections and administrative fees are as shown below.
- A 1.0% TDD sales tax is assumed and as such 50% of the TDD sales tax is captured as a TDD EAT.
- Applicable fees factored into the calculations include: Property tax revenues reduced by 1.6%, TIF sales tax revenues reduced by 3.5% and TDD revenues reduced by 3.50%.

Ad Valorem Levies

	Rate	Capture %	Captured Rate
CITY OF LS	1.5700	100%	1.5700
HND WKSHP	0.0753	100%	0.0753
JR COLG	0.2374	100%	0.2374
LBRY DIST	0.3200	100%	0.3200
MENTAL HEALTH	0.1223	100%	0.1223
LEE'S SUMMIT SD	6.1192	100%	6.1192
JA COUNTY	0.5141	100%	0.5141
MO BLIND PENSION	0.0300	0%	-
Total Levy	8.9883		8.9583
Assessment Ratio - Commercial	32.00%		
Assessment Ratio - Residential	19.00%		

Retail Sales Tax Rates

	Rate	Capture %	Captured Rate
State of Missouri	4.225%	0.00%	0.0000%
County - General	0.500%	50.00%	0.2500%
County - Capital Improvement	0.375%	0.00%	0.0000%
County - Drug Enforcement	0.250%	50.00%	0.1250%
Zoo District	0.125%	50.00%	0.0625%
City - General	1.000%	50.00%	0.5000%
City - Local Parks	0.250%	50.00%	0.1250%
City - Capital Projects	0.500%	50.00%	0.2500%
City - Transportation	0.500%	50.00%	0.2500%
Total	7.725%		1.5625%
TDD Sales Tax	1.000%	50.00%	0.500%
Grand Total Sales Tax Rate	8.725%		2.0625%

NEW PDP

PILOTS, TIF EATs and TDD EATs
New Longview TIF
Project Areas A-I (New PDP)

	Units/Lots	SqFt
Total Office		87,000
Total Retail/Theater		37,500
Total Senior	172	-
TOTAL	172	124,500

New Longview Redevelopment

Year	PILOTS for TIF		Taxable Sales for TIF & TDD	Sales Tax Revenues for TIF		Total TIF Revenues
	Incremental Assessed Value	Total PILOTS	Total Projected Taxable Sales	TIF Sales Tax Revenue (TIF EATs)	TDD Sales Tax Revenue (TDD EATs)	TIF PILOTS, TIF EATs, TDD EATs
1 2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2 2017	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3 2018	\$ 1,120,000	\$ -	\$ 2,394,000	\$ 36,097	\$ 11,551	\$ 47,648
4 2019	\$ 3,437,800	\$ 98,728	\$ 2,429,910	\$ 36,638	\$ 11,724	\$ 147,090
5 2020	\$ 4,228,200	\$ 303,041	\$ 2,466,359	\$ 37,188	\$ 11,900	\$ 352,129
6 2021	\$ 4,591,356	\$ 372,714	\$ 2,503,354	\$ 37,746	\$ 12,079	\$ 422,539
7 2022	\$ 5,009,564	\$ 404,727	\$ 4,797,154	\$ 72,332	\$ 23,146	\$ 500,205
8 2023	\$ 6,911,183	\$ 441,591	\$ 4,869,112	\$ 73,417	\$ 23,493	\$ 538,502
9 2024	\$ 6,950,155	\$ 609,219	\$ 4,942,148	\$ 74,518	\$ 23,846	\$ 707,583
10 2025	\$ 7,049,407	\$ 612,654	\$ 5,016,281	\$ 75,636	\$ 24,204	\$ 712,494
11 2026	\$ 7,089,158	\$ 621,403	\$ 5,091,525	\$ 76,771	\$ 24,567	\$ 722,740
12 2027	\$ 7,190,395	\$ 624,907	\$ 5,167,898	\$ 77,922	\$ 24,935	\$ 727,764
13 2028	\$ 7,230,942	\$ 633,831	\$ 5,245,416	\$ 79,091	\$ 25,309	\$ 738,231
14 2029	\$ 7,334,203	\$ 637,405	\$ 5,324,097	\$ 80,277	\$ 25,689	\$ 743,371
15 2030	\$ 7,375,560	\$ 646,508	\$ 5,403,959	\$ 81,482	\$ 26,074	\$ 754,063
16 2031	\$ 7,480,887	\$ 650,153	\$ 5,485,018	\$ 82,704	\$ 26,465	\$ 759,322
17 2032	\$ 7,523,072	\$ 659,438	\$ 5,567,293	\$ 83,944	\$ 26,862	\$ 770,244
18 2033	\$ 7,630,505	\$ 663,156	\$ 5,650,803	\$ 85,204	\$ 27,265	\$ 775,625
19 2034	\$ 7,673,533	\$ 672,626	\$ 5,735,565	\$ 86,482	\$ 27,674	\$ 786,782
20 2035	\$ 7,783,115	\$ 676,419	\$ 5,821,598	\$ 87,779	\$ 28,089	\$ 792,287
21 2036	\$ 7,827,004	\$ 686,079	\$ 5,908,922	\$ 89,095	\$ 28,511	\$ 803,685
22 2037	\$ 7,938,777	\$ 689,948	\$ 5,997,556	\$ 90,432	\$ 28,938	\$ 809,318
23 2038	\$ 7,983,544	\$ 699,801	\$ 6,087,520	\$ 91,788	\$ 29,372	\$ 820,961
24 2039	\$ 8,097,553	\$ 703,747	\$ 6,178,832	\$ 93,165	\$ 29,813	\$ 826,725
25 2040	\$ 6,750,635	\$ 593,448	\$ 2,949,687	\$ 44,476	\$ 14,232	\$ 652,156
26 2041	\$ 3,985,031	\$ 346,010	\$ 2,993,933	\$ 45,143	\$ 14,446	\$ 405,598
27 2042	\$ 3,048,844	\$ 268,755	\$ 3,038,842	\$ 45,820	\$ 14,662	\$ 329,237
28 2043	\$ 2,715,920	\$ 234,713	\$ 3,084,424	\$ 46,507	\$ 14,882	\$ 296,103
29 2044	\$ 2,252,702	\$ 198,575	\$ -	\$ -	\$ -	\$ 198,575
30 2045	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total		\$ 13,749,595		\$ 1,811,655	\$ 579,730	\$ 16,140,979
NPV @ 5.0%		\$ 7,126,089		\$ 955,176	\$ 305,656	\$ 8,386,921

Notes:

- PILOTS are captured at a rate of \$8.9583 per \$100 of assessed value.
- PILOTS are currently calculated gross of the base value of: **\$154,908**
- NPV is calculated based on the respective start date of each project.
- Collections and administrative fees are as shown below.
- A 1.0% TDD sales tax is assumed and as such 50% of the TDD sales tax is captured as a TDD EAT.
- Applicable fees factored into the calculations include: Property tax revenues reduced by 1.6%, TIF sales tax revenues reduced by 3.5% and TDD revenues reduced by 3.50%.

Ad Valorem Levies

	Rate	Capture %	Captured Rate
CITY OF LS	1.5700	100%	1.5700
HND WKSHP	0.0753	100%	0.0753
JR COLG	0.2374	100%	0.2374
LBRY DIST	0.3200	100%	0.3200
MENTAL HEALTH	0.1223	100%	0.1223
LEE'S SUMMIT SD	6.1192	100%	6.1192
JA COUNTY	0.5141	100%	0.5141
MO BLIND PENSION	0.0300	0%	-
Total Levy	8.9883		8.9583
Assessment Ratio - Commercial			32.00%
Assessment Ratio - Residential			19.00%

Retail Sales Tax Rates

	Rate	Capture %	Captured Rate
State of Missouri	4.225%	0.00%	0.0000%
County - General	5.000%	50.00%	0.2500%
County - Capital Improvement	0.375%	0.00%	0.0000%
County - Drug Enforcement	0.250%	50.00%	0.1250%
Zoo District	0.125%	50.00%	0.0625%
City - General	1.000%	50.00%	0.5000%
City - Local Parks	0.250%	50.00%	0.1250%
City - Capital Projects	0.500%	50.00%	0.2500%
City - Transportation	0.500%	50.00%	0.2500%
Total	7.725%		1.5625%
TDD Sales Tax	1.000%	50.00%	0.500%
Grand Total Sales Tax Rate	8.725%		2.0625%

**Feasibility Study
Old Longview Lake**

<u>Company</u>	<u>Scope</u>	<u>Hours</u>	<u>Unit</u>	<u>\$/Hour</u>	<u>\$ Total</u>
Lutjen	Survey critical elevations, set benchmarks and corners, complete existing and future condition hydraulic model, size and price new spillway	1	Allowance	\$17,500	\$17,500
Shafer Kline	Bathymetric Survey	1	LS	\$3,450	\$3,450
KC Testing	Geotechnical Borings	1	LS	\$7,500	\$7,500
Terra Technologies	Coordinate tasks, submit for jurisdictional determination, evaluate dredge alternatives, evaluate forebay requirements, prepare feasibility study report with costs	120	\$125	\$12,500	\$15,000
					\$43,450

November 22, 2016

VIA ELECTRONIC MAIL

David Bushek, Esq.
Gilmore & Bell
20405 Grand Boulevard, Suite 1100
Kansas City, MO 64108

Re: Longview TIF and TDD Revenues

Dear Dave:

This will confirm the results of our meeting on November 11, 2016 regarding the Longview TIF and TDD revenues going forward.

Once the TDD and TIF revenues and expenses are reconciled, which is underway on the part of the City, the State and Hawthorn Bank, we will all be able to agree if additional TIF revenues should flow to Hawthorn Bank under its Assignment of TIF Revenues with Gale Community Properties. As soon as any outstanding TIF Reimbursable Project Costs have been paid in full, the Bank will no longer be entitled to receive TIF revenues under its assignment with Gale Communities. However, under the Assignment, TDD revenues, whether from existing or future retailers, which are not captured by the TIF as it has been and may be amended from time to time in the future, will flow to Hawthorn Bank until the TDD Project Costs funded by Gale Communities have been paid in full.

Should you have any questions in this regard, feel free to call.

Very truly yours,



Aaron G. March

AGM:jjw
cc: Mr. Keith Asel
John W. Keubler, Esq.

{33019 / 68723; 727677. }

Packet Information

File #: 2016-0751, **Version:** 1

Lee's Summit City Council Long-Term Strategic Planning and Goal Setting

Issue/Request:

Lee's Summit City Council Long-Term Strategic Planning and Goal Setting

Key Issues:

The Mayor and City Council have participated in long-term strategic planning sessions on June 2nd and August 6th, 2016. These sessions have been facilitated by Denise Mills, Chief Mindset Officer of the LeaderFuel Center. Ms. Mills presented to the City Council a summary of the planning sessions on October 6th, 2016. This session intends to build on the last two and create a long-term strategic plan.

Background:

The summary of the sessions as provided by Ms. Mills is attached.

Presenter: Denise Mills

Recommendation: N/A

Committee Recommendation: N/A



City of Lee's Summit, MO City Council Planning Session

August 6, 2016

Summary Notes

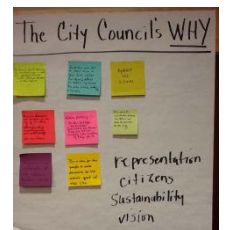
Facilitated by Denise Mills
The LeaderFuel Center LLC
denise.mills@leaderfuelnow.com
913.980.4545 Direct

Why You Serve

What do you love most about being a City Council member for the City of Lee's Summit, or if new, what are you looking forward to most as a City Council member?

- The feeling of making a difference.
- Being part of the decision-making process that will help grow this city. I want to work with groups and individuals rather than against them for the benefit of the city.
- Continue to build with sound economic development. Make the Public Safety Department a "destination" department. Build bridges among the council.
- The realization that I am leaving my "fingerprints" on the place I call home.
- The part that we play in making this a great community! Being able to represent the residents of this City is very rewarding, and sometimes we are able to help with problems they or their neighborhood might encounter along the way.
- Having been a community leader for years as well as a Business owner, I have good insight into a big picture for LS. I love working through issues and arriving at positive results. I love economic development and an education component of local government.
- Contributing to the greater good of Lee's Summit, now and for the future.
- I love that the residents of my District chose me to be their voice. I look forward to leading with a positive, common sense voice, and bringing an energetic perspective to many issues in order to keep Lee's Summit safe, beautiful and amazing.

What is the City Council's "Why"? *What is the Primary Purpose of the City Council?* *Why Does the City Council Exist?*



- The Council exists because the residents saw a need for **representation** to make informed decisions on their behalf.
- Guide the City with a short term and long term **vision** for caused effect in order to keep the City viable, sustainable and thriving.
- Represent the **citizens**.
- Provide leadership and direction for the City of Lee's Summit which allows for strong economic growth and **sustainability** for our citizens.
- Make policy – Be the bridge between citizens and their representative – create the culture of City government.
- Be a voice for constituents, protect tax dollars and guide the direction of the City.
- Represent the interests of citizens – Be their voice.
- Be a voice for the people and make decisions for the overall good of the City.

The Vision for the City of Lee's Summit

*A culturally rich community with diverse economic sectors
to create a prosperous and dynamic community in perpetuity.*

LS360 - Lee's Summit is a sustainable and vibrant city with a dynamic spirit of cooperation among its diverse citizens, businesses, organizations, educational systems and governments. Through comprehensive community planning and regional collaboration, Lee's Summit enjoys economic independence and a high quality of life as a recognized destination city.

What You Envision

I know this city is on the cusp of great growth and I see our gateways expanding from our downtown core to the south, from the 291/50 interchange to the northeast with the expansion of our airport. Our cultural arts is forging ahead with the amphitheater and the future downtown performing arts venue.

To build an environment where we spend energy on what we can accomplish as a team. To do for the citizens what they cannot do for themselves. Put aside personal agendas and work for the people.

I want enough housing and jobs that our well-educated children will want to return and live and work here when they finish college.

I think Lee's Summit could be the place people come from around the metro to shop and for entertainment (however, right now we don't even have a decent movie theatre.)

Lee's Summit has more jobs than it does residents. The technology, health care, light industry, and entrepreneurial efforts have all become successful. We have increased the density in our downtown w/out sacrificing the character that makes it the HEART of the community, and that density has helped strengthen and grow the retail and entertainment environment. The Airport runways are complete, the new tower and hangars are done, and we continue to be a general aviation hub. Our Police have the latest in radio equipment, and we have replaced older fire stations and laid out a long-term plan on how/when to upgrade facilities on a more regular basis. The Parks Department is able to have a community center in each 1/4 of the city and operate successfully with connectivity and their management of the KATY Trail connection, growing our recreation/tourism industry. So, the Quality of Life continues to improve, while we have wisely and prudently used our resources in very a effective manner.

Sustainability and economic growth at the same time promoting the great city with strong presence and leadership.

I want to keep Lee's Summit safe, beautiful and amazing for years to come.

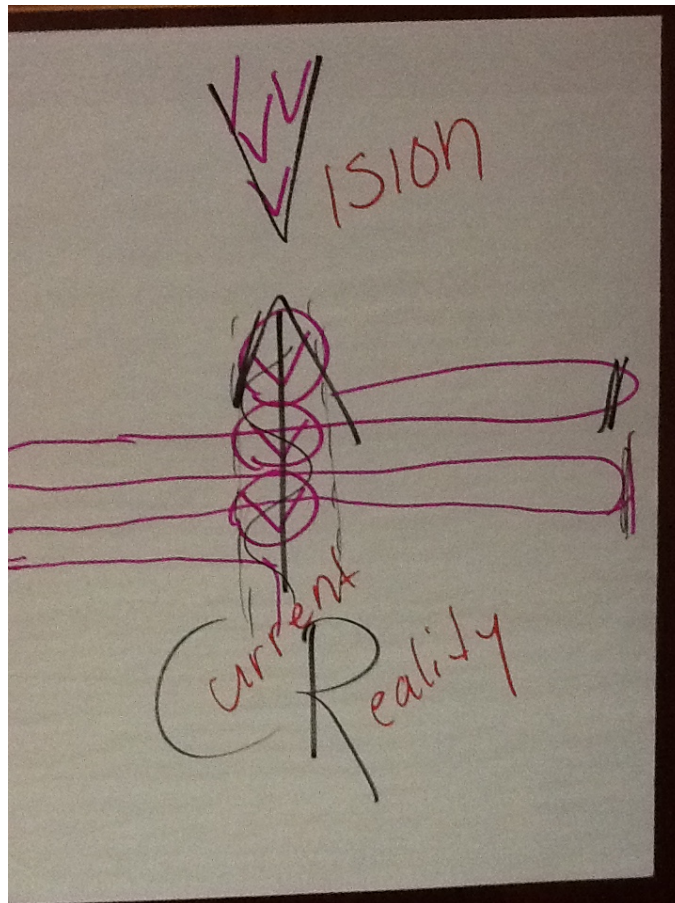
I would like for the City to be an inclusive community where an individual can feel at home and that they are a valued member of the community where their thoughts and concerns are heard and respected.

Are these visions aligned? What are the common themes?

Why Vision Matters

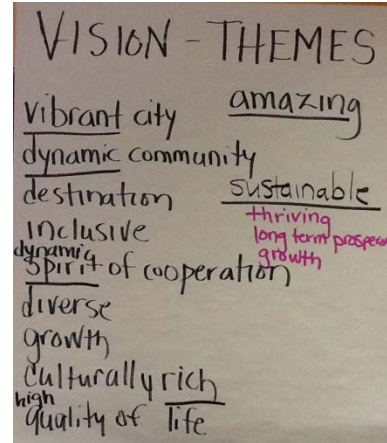
Vision and goal clarity is critical. The vision of the future should be clearly defined, including why this goal is important as well as the emotion of how it will feel when accomplished. The more clearly defined the vision is, the easier it is to stay focused and not get distracted.

You're naturally drawn toward the dominant image. If you talk about (or worry about) the current reality more than the vision, you will become stagnant. "Stuckness" occurs when the picture or fear of the current reality is stronger than the vision of the future.



Vision - Themes

- Vibrant City
- Dynamic community
- Destination
- Inclusive
- Dynamic spirit of cooperation
- Diverse
- Growth
- Culturally rich
- High quality of life
- Amazing
- Sustainable
- Thriving
- Long term prosperous
- Growth



Focus Area

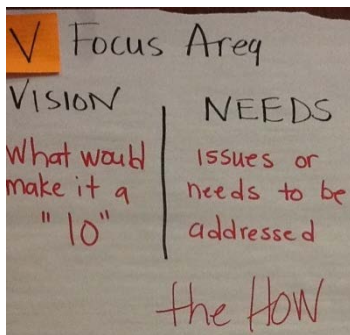
VISION

What would make it a "10"

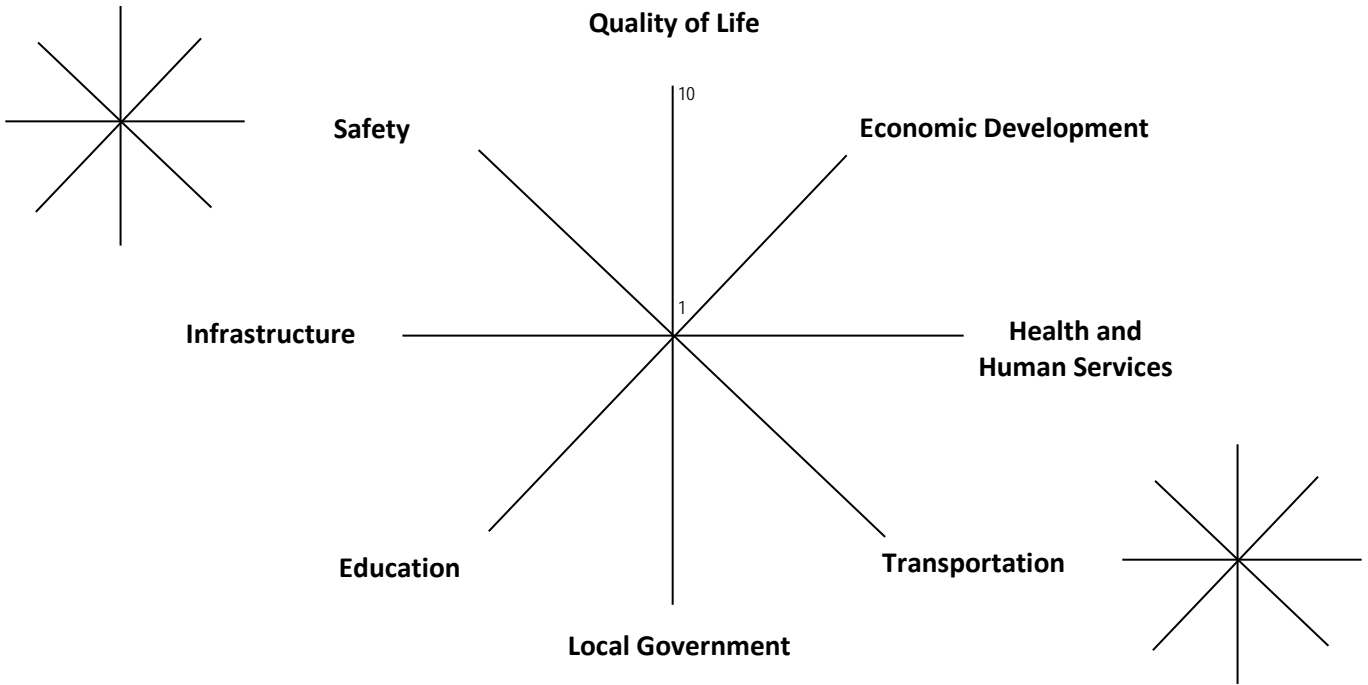
NEEDS

Issues or needs to be addressed

The How



City Management: Success By Intent



Step 1: Rate each of the above areas on a scale of 1 to 10 (10 being the best) in each attribute with a dot (•).

Step 2a: How would your constituents rate the city in each of the 8 areas above? Make an 'x' on the diagram.

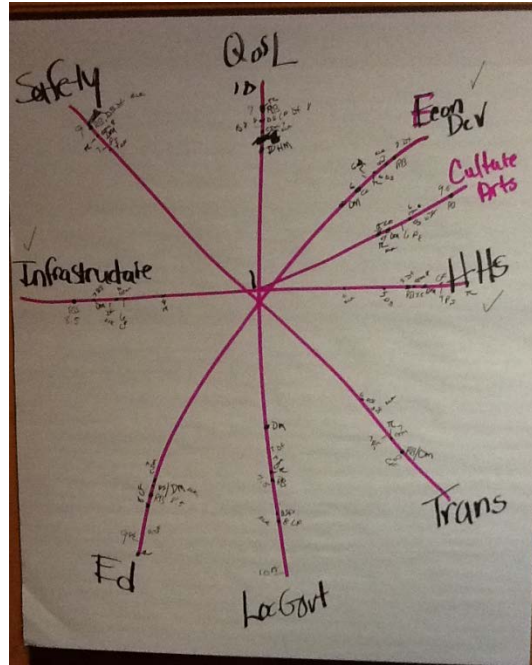
Step 2b: How would an outsider rate the city in each of the 8 areas above? Make a '--' on the diagram above.

Step 3: What is your long term BOLD/IDEAL vision (a "10") in each of the above areas look like?

Step 4: What needs to be done to accomplish the ideal long term vision above?

City Management: Success By Intent

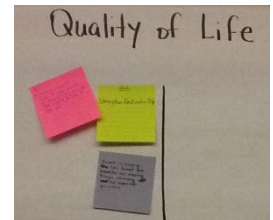
ACTIVITY: The City Council members rated each area based on their current reality. *How would you rate each area today on a scale of 1 to 10 with 10 being ideal?* Their answers are summarized in the table below.



Category	Range	Spread	Average
Quality of Life	6 – 9	4	7.78
Economic Development	5 – 8	4	6.5
Culture / Arts	5 – 9.5	5.5	5.27
Health & Human Services	4 – 9	6	6.61
Transportation	5 – 8	4	6.89
Local Government	5 - 10	6	7
Education	7 – 10	4	8.22
Infrastructure	4 – 8.5	5.5	6.5
Safety	7 – 9	3	8.22

Quality of Life

- Not necessarily a Vision but... I miss the unity, comradery and community building passion that LS360 brought to the table to address quality of life.
- Strengthen destination City.
- Invest in keep Lee's Summit safe, beautiful and amazing through efficiency and responsible priorities.



Economic Development

- Allow Development Center to process to fully function.
- Clear, easily understandable processes allowing for high quality appropriate development with agile and flexible decision making with emphasis on problem solving.
- Church open up land.
- Spec buildings ready for occupancy.
- Redevelop.
- Max ROI.
- Encourage with wages as or above Jackson County average.
- Full buildout and compliment of industries.
- Thriving yet affordable growth which generates unique and classy options for our community, and long term careers that support future growth.
- A local economy that provides a variety of employment opportunities to help keep the younger workforce here in the community.
- High quality and diverse economic development with bold and flexible decision making to encourage more innovative technology and high wage careers.
- 21st Century economic structure.



Culture-Arts

- Cultivate and foster the growth of an emerging and energetic arts environment.
- Full compliment of Arts.
- Create a supportive environment for artistic expression that is representative of the values of a welcoming community.
- Unique and fun options that builds culture and community, attracts others, and increases value.
- Public art visible in all areas of the City.
- Development requirement.
- Complete Cultural Arts Corridor.
- Encourage private investment.
- Differences are respected through community experiences for cultural exchange.



Health & Human Services

- Full capable facilities and entities.
- A community that cares and supports all citizens who are not capable of self-reliance, (elderly, mentally-challenged, parents with special needs children, etc.).
- Ensure protection of the environment and natural resources including green space while providing for continued growth and development.
- Affordable services available to ALL.
- Boys and Girls Club for the youth.
- Max non-profit collaboration i.e. central housing.
- Aid in free and reduced lunches which impact families.
- Continue to assess housing for non-profits.
- Conservation of environment and green space.
- Encourage development of medical resources.
- Encourage expanded services available to veterans.
- Encourage development growth, additions, expansion of non-profit programs and services.
- Vision: Max access and affordability...
 - Protection of environmental resources
 - A wellness community
 - Legislative advocacy for HHS
 - Education and outreach for HHS



Transportation

- Incorporate technology into transportation.
- Identify support for regional options: Leverage – Capitalize.
- Connect recreation to economic development projects, ex: bike share.
- Investigate and implement where appropriate different modes of transportation for all ages.
- Revenue that allows us (City) \$ to make our roads look like Virginia Parkways.
- Viable roadways in all parts of the city.
- Develop options.
- A comprehensive, multi-modal system that allows mobility regardless of age, ability, or economic class.
- Create connection to Katy Trail.
- Vision: Livable street elements throughout development & residential including connectivity to accessibility.
- Vision: A multi-modal system that embraces livability and connectivity.



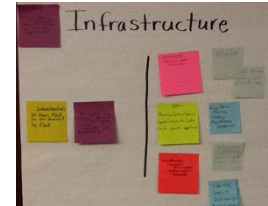
Education

- Continue the environment for educational eco-system to thrive.
- Collaborative work with governing bodies.
- Upgrade online and communications technology that builds data to increase community education and engagement.
- Get all sectors of education communicating.
- Ban political TV ads!
- Education:
 - Website
 - Projects
 - Engage students in community to retain students in Lee's Summit after graduation.



Infrastructure

- No homes flood or are damaged by flood.
- Vision: Ability to address current infrastructure needs while expanding capacity for future opportunities.
- Be able to travel through Lee's Summit multiple ways – include all quadrants.
- Storm water management.
- Maximize roadway capacity.
- Improve storm water system.
- Create growth opportunity.
- Upgrade storm water.
- Maintain curbs and sidewalks.
- Clear policies regarding public vs private needs.
- Partnerships.
- Long-term planning including maintenance schedules.
- Identify reliable and sufficient funding source to complete and support vision.
- Identify gaps & shortcomings and work to address (sidewalk/connectivity).



Safety

- Educating our citizens on high performance standards and how we are attaining those goals.
- Mutual aid.
- Community policing is vital.
- Relationship with community and first responders.
- Turnover communications / radios, emergency planning to better include available resources for response.
- Maintain Hire & Rotate Safety Personnel, FF, police.
- Audio system upgrade.
- Upgrade fire stations.
- Continue providing resources and facilities to maximize ability to protect citizens
- To create an environment where the perception of safety is supported by reality of safety.
- A well staffed, well paid, well equipped public safety group, who represents and carries forward the community's values and is always oriented towards the future.
- Distinction, departments / public private partnerships / communications.

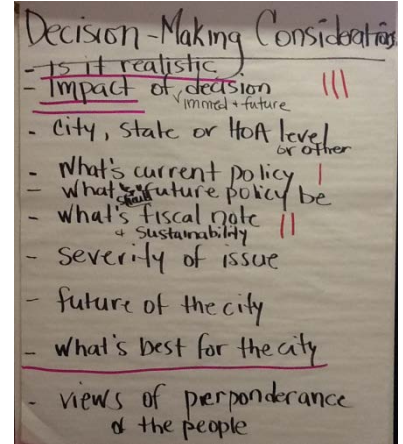


How Will You Decide?

Decisions are easy until people, emotion, special interests, politics and ego get involved. Setting all of that aside, and without a specific decision or example in front of you, what are the primary considerations when faced with difficult choices or decisions on behalf of the City of Lee's Summit? Identify three key considerations and three key questions that would generally make decision-making or prioritization easier.

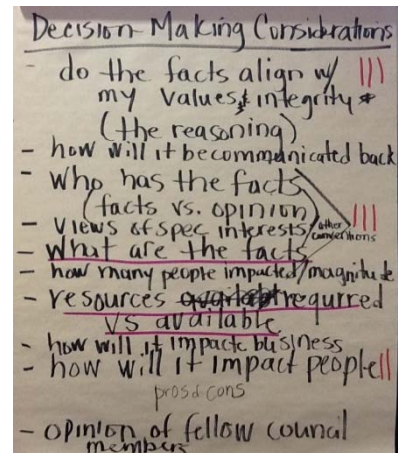
Key Considerations

- Is it realistic?
- Impact of immediate & future decision? (3)
- City, State or HOA level or other?
- What's current policy?
- What should future policy be?
- What's fiscal note & sustainability? (2)
- Severity of issue?
- Future of the City?
- What's best for the city?
- Views of preponderance of the people?
- Do the facts align with my values & integrity? (the reasoning) (3)
- Who has the facts? (facts vs opinion) – What are the facts? (3)
- Views of special interests / other conventions - How many people impacted/magnitude?
- Resources required vs available?
- How will it impact business?
- How will it impact people? Pros & cons. (2)
- Opinion of fellow Council members?



Key Questions for Decision-Making

1. Is it realistic?
2. Impact of immediate & future decision?
3. What's best for the City?
4. What are the facts?
5. Resources required vs available?



You Are the Visible Standard of Acceptable Behavior



The 13 Trust Behaviors

By Stephen M.R. Covey

1. **Talk Straight** – Be honest. Tell the truth. Demonstrate integrity. Don't spin the truth or distort facts.
2. **Demonstrate Respect** – Genuinely care for others. Show you care. Respect the dignity of every person.
3. **Create Transparency** – Be open and authentic. Err on the side of disclosure. Don't have hidden agendas.
4. **Right Wrongs** – Apologize quickly and sincerely. Demonstrate humility. Don't let pride get in the way.
5. **Show Loyalty** – Give credit to others. Speak about people as if they were present. Check your intent.
6. **Deliver Results** – Get the right things done. Make things happen. Don't make excuses for not delivering.
7. **Get Better** – Continuously improve. Develop feedback systems, both formal and informal.
8. **Confront Reality** – Confront issues before they turn into major problems.
9. **Clarify Expectations** – Disclose and reveal expectations. Discuss them. Validate them.
10. **Practice Accountability** – Hold yourself accountable first. Don't avoid responsibility.
11. **Listen First** – Listen before you speak. Don't presume you have all the answers.
12. **Keep Commitments** – Make keeping commitments the symbol of your honor.
13. **Extend Trust** – Demonstrate a propensity to trust. Extend "smart trust".

Circle three of the above trust behaviors that you personally could improve on that would impact how you are perceived and would positively affect your relationships.

Choose ONE trust behavior, that if improved or increased, would benefit the entire City Council if you all worked on it together.



**City of Lee's Summit, MO
City Council
Planning Session Summary**

October 6, 2016

Denise Mills, Facilitator
The LeaderFuel Center LLC

Two Productive Sessions

June 2, 2016

Why You Serve

What You Envision For the City of Lee's Summit

Blind Spots

How Mindset Matters and Affects Perception

The Value of Diverse Opinions in Decision-Making

August 6, 2016

Your Vision for the City of Lee's Summit in the areas of Safety, Education, Quality of Life, Local Government, Transportation, Health and Human Services, Economic Development and Culture/Arts.

Why You Serve

- The feeling of making a difference.
- Being part of the decision-making process that will help grow this city.
- Continue to build with sound economic development.
- The part that we play in making this a great community! Being able to represent the residents of this City is very rewarding, and sometimes we are able to help with problems they or their neighborhood might encounter along the way.
- Contributing to the greater good of Lee's Summit, now and for the future.

Why the City Council Exists

- The Council exists because the residents saw a need for **representation** to make informed decisions on their behalf.
- To guide the City with a short term and long term **vision** in order to keep the City viable, sustainable and thriving.
- Represent the **citizens**.
- Provide leadership and direction for the City of Lee's Summit which allows for strong economic growth and **sustainability** for our citizens.



What You Envision (1 of 3)

I see our **gateways expanding** from our downtown core to the south, from the 291/50 interchange to the northeast with the expansion of our airport. Our **cultural arts is forging ahead** with the amphitheater and the future downtown performing arts venue.

To build an environment where we spend energy on what we can accomplish as a team. To do for the citizens what they cannot do for themselves.

I want enough housing and jobs that **our well-educated children will want to return and live and work here** when they finish college.

What You Envision (2 of 3)

I think Lee's Summit could be the place **people come from around the metro to shop and for entertainment.**

Sustainability and economic growth at the same time promoting the great city with **strong presence and leadership .**

I want to keep Lee's Summit **safe, beautiful and amazing** for years to come.

I would like for the City to be an **inclusive community** where an individual can feel at home and that they are a **valued member of the community** where their thoughts and concerns are heard and respected.

What You Envision (3 of 3)

Lee's Summit has **more jobs** than it does residents. The **technology, health care** and **entrepreneurial efforts** have all become successful. We have increased the density in our downtown w/out sacrificing the character that makes it the HEART of the community, and that density has helped strengthen and grow the retail and entertainment environment. The **Airport** runways are complete, the new tower and hangars are done, and we continue to be a general aviation hub. Our **Police** have the latest in radio equipment, and we have replaced older **fire stations** and laid out a long-term plan on how/when to upgrade facilities on a more regular basis. The **Parks Department** is able to have a community center in each 1/4 of the city and operate successfully with connectivity and their management of the KATY Trail connection, growing our **recreation/tourism industry**. The **Quality of Life** continues to improve, while we have wisely and prudently used our resources in very effective manner.

Themes in What You Envision

Vibrant City

Dynamic community

Destination

Inclusive

Dynamic **spirit** of cooperation

Diverse

Growth

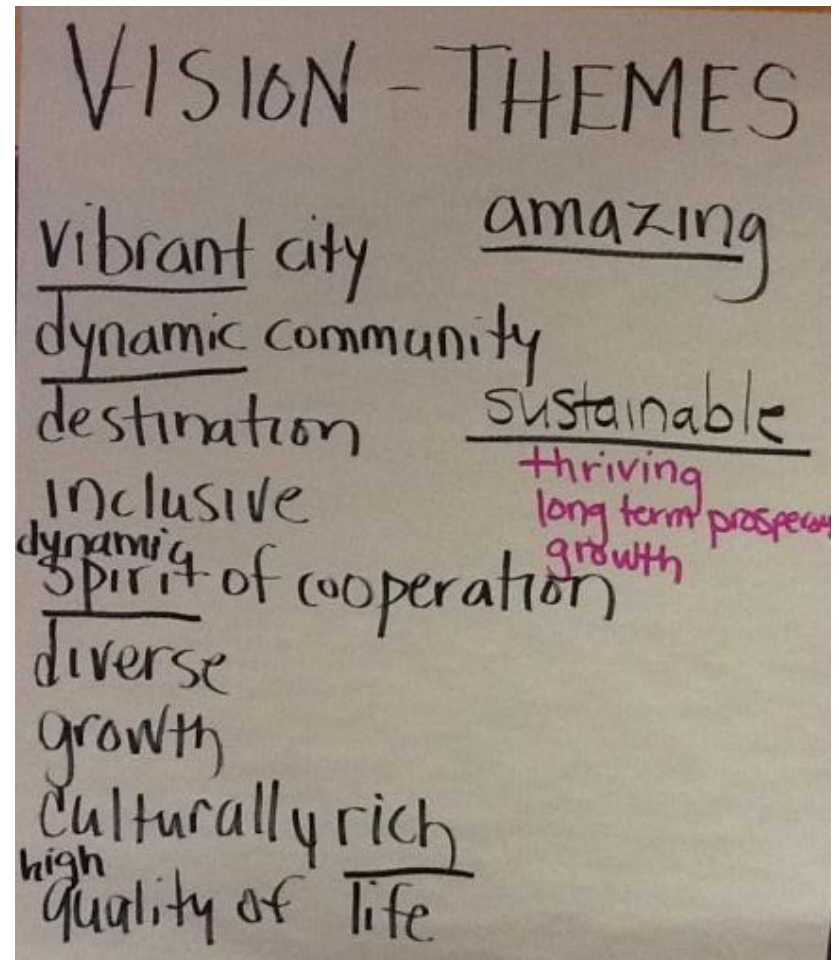
Culturally rich

High quality of life

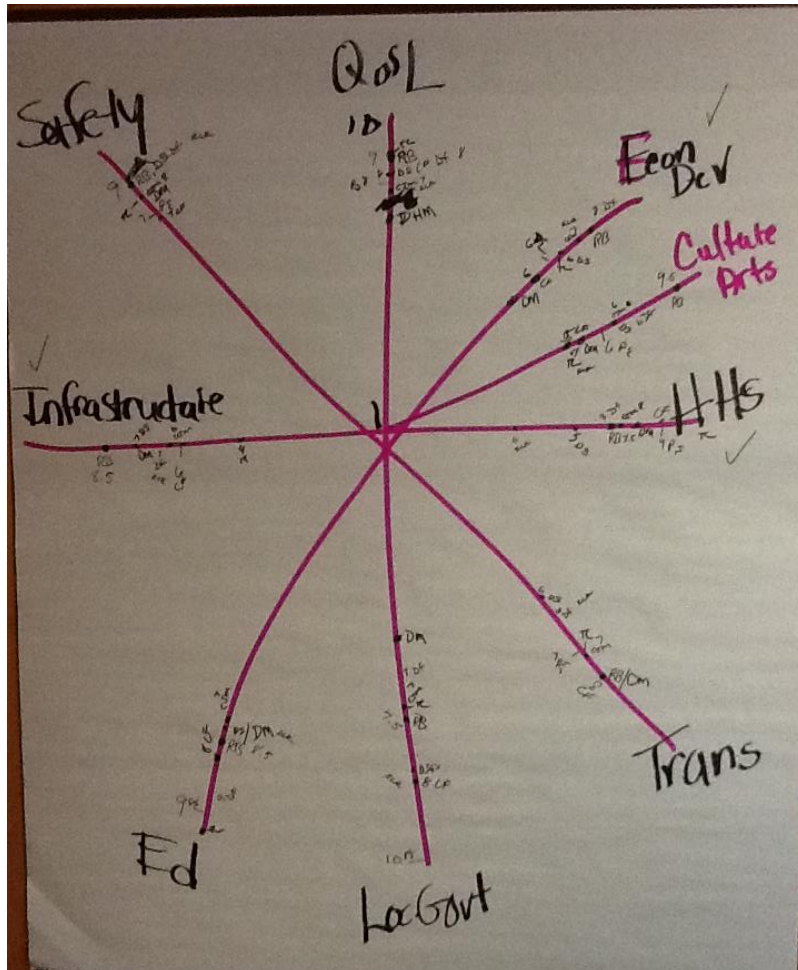
Amazing

Sustainable

- Thriving
- Long-term prosperous
- Growth



Current Reality



Category	Average
Safety	8.22
Education	8.22
Quality of Life	7.78
Local Government	7
Transportation	6.89
Health & Human Svs	6.61
Infrastructure	6.5
Economic Dev	6.5
Culture / Arts	5.27

Safety

To create an environment where the perception of safety is supported by reality of safety.

- Educating our citizens on high performance standards and how we are attaining those goals.
- A well staffed, well paid, well equipped public safety group, who represents and carries forward the community's values and is always oriented towards the future.
- Continue providing resources and facilities to maximize ability to protect citizens

Education

Continue the environment for educational eco-system to thrive.

- Communication and collaboration of all sectors of educational institutions.
- Engage students in community to retain students in Lee's Summit after graduation.
- Upgrade online and communications technology that builds data to increase community education and engagement.

Quality of Life

Invest in keeping Lee's Summit safe, beautiful and amazing through efficiency and responsible priorities.

- Recreating the unity, comradery and community building passion that LS360 brought to the table to address quality of life.
- Strengthen Lee's Summit as a destination city.

Transportation

A multi-modal system that embraces livability and connectivity, including accessibility.

- Investigate and implement where appropriate different modes of transportation for all ages.
- Incorporate technology into transportation.
- Identify support for regional options: Leverage – Capitalize.
- Connect recreation to economic development projects, ex: bike share.
- Viable roadways in all parts of the city.

Health and Human Services

Maximize accessibility and affordability...

- A wellness community
 - Education and outreach for HHS
 - Legislative advocacy for HHS
 - Protection of environmental resources
-
- Fully capable facilities and entities.
 - A community that cares and supports all citizens who are not capable of self-reliance.
 - Max non-profit collaboration i.e. central housing.
 - Aid in free and reduced lunches which impact families.
 - Continue to assess housing for non-profits.
 - Encourage development of medical resources.
 - Encourage development growth, additions, expansion of non-profit programs and services.

Infrastructure

Ability to address current infrastructure needs while expanding capacity for future opportunities.

- Be able to travel through Lee's Summit multiple ways – include all quadrants.
- Maximize roadway capacity.
- Improve storm water management system.
- Maintain curbs and sidewalks.
- Develop clear policies regarding public vs private needs.
- Long-term planning including maintenance schedules.
- Identify reliable and sufficient funding source to complete and support vision.
- Identify gaps & shortcomings and work to address (sidewalk/connectivity).

Economic Development

Thriving yet affordable growth which generates unique and classy options for our community, and long term careers that support future growth.

- High quality and diverse economic development with bold and flexible decision making to encourage more innovative technology and high wage careers.
- Clear easily understandable processes allowing for high quality appropriate development with emphasis on problem solving.
- Spec buildings ready for occupancy.
- A local economy that provides a variety of employment opportunities to help keep the younger workforce here in the community.

Culture/Arts

Create a supportive environment for artistic expression that is representative of the values of a welcoming community.

- Cultivate and foster the growth of an emerging and energetic arts environment.
- Public art visible in all areas of the City.
- Complete Cultural Arts Corridor.
- Encourage private investment.
- Differences are respected through community experiences for cultural exchange.
- Unique and fun options that builds culture and community, attracts others, and increases value.

Decision Making Considerations

- Decision-Making Considerations
- is it realistic
 - Impact of decision _{immed + future} |||
 - City, state or HOA level _{or other}
 - What's current policy |
 - What ^{should} future policy be
 - What's fiscal note _{+ sustainability} ||
 - Severity of issue
 - future of the city
 - What's best for the city
 - views of preponderance of the people

- Decision-Making Considerations
- do the facts align w/ _{my values & integrity} ^{|||}
 - (the reasoning)
 - how will it be communicated back
 - Who has the facts _(facts vs. opinion)
 - Views of spec interests _{other considerations} ^{|||}
 - What are the facts
 - how many people impacted/magnitude
 - resources ~~available~~ required _{vs available}
 - how will it impact business
 - how will it impact people _{pros & cons} ||
 - opinion of fellow council members

Decision Making Considerations

1. What's **best** for the city?
2. What are the **facts**?
3. **Impact** of decision?
 - Immediate and future;
 - Magnitude?
4. What **resources** are needed, available and necessary for sustainability?
5. Is it **realistic**?

**Thank you for serving the
City of Lee's Summit!**