

CITY OF PRAIRIE VILLAGE

April 18, 2016

Council Committee Meeting 6:00 p.m.

City Council Meeting 7:30 p.m.



Back Row: Ashley Weaver, Eric Mikkelson, Sheila Myers, Dan Runion, Terrence Gallagher, David Morrison, Ted Odell
Front Row: Ruth Hopkins, Jori Nelson, Laura Wassmer, Brooke Morehead, Steve Noll (Not pictured: Andrew Wang)

COUNCIL COMMITTEE OF THE WHOLE
Council Chambers
Monday, April 18, 2016
6:00 PM

AGENDA

BROOKE MOREHEAD, COUNCIL PRESIDENT

AGENDA ITEMS FOR DISCUSSION

- *COU2016-16 Consider approval of 2016-2017 insurance renewals
Bob Frankovic - Truss
- *COU2016-17 Consider approval the interlocal agreement with City of Overland Park for
improvements to 75th Street and 95th Street
Keith Bredehoeft
- COU2016-19 Consider approval of lighting plan for Meadowbrook Park
Katie Logan
- *COU2016-27 Consider approval of Escrow Agreement
Katie Logan
- *COU2016-18 Consider approval of an Assignment Agreement related to the Park Gift
Site Agreement.
Katie Logan
- *COU2016-20 Consider approval of Project Easement Agreement for Meadowbrook
Park
Katie Logan
- *COU2016-21 Consider approval of Memorandum of Agreement for Meadowbrook Park
Katie Logan
- *COU2016-22 Consider approval of Right of Way Maintenance Declaration for
Meadowbrook Park
Katie Logan
- *COU2016-23 Consider approval of Consent Letter regarding Planned Neighborhood
Units for Meadowbrook Park
Katie Logan
- COU2016-24 Consider approval Bond Sale resolution (Meadowbrook Park)
Gary Anderson

***Council Action Requested the same night**

- COU2016-25 Consider approval of Bond purchase agreement SO TIF bonds
(Meadowbrook Park)
Gary Anderson
- COU2016-26 Consider approval of Master IRB resolution (Meadowbrook Park)
Gary Anderson
- COU2016-28 Consider approval of Environmental Escrow Agreement (Pending)
Katie Logan

***Council Action Requested the same night**



INSURANCE COMMITTEE

Council Meeting Date: April 18, 2016
Committee Meeting Date: April 18, 2016

*COU2016-16: Consider 2016-2017 Insurance Renewals

RECOMMENDATION

Insurance Committee Recommends the City Council approve the renewal of all of the City's insurance needs with Travelers and RLI for the coverage year May 2016 to May 2017.

Traveler's coverage for year May 2016 to May 2017 will include:

- Property
- GL/Auto/Public Official/employment practices
- Employee Benefits liability
- Law Enforcement liability
- Cyber liability
- Crime liability
- Fiduciary liability
- Treasurer Bond
- Umbrella
- Workers Compensation

RLI coverage for year May 2016 to May 2017 will include:

- Inland Marine (RLI) - includes statutory and mobile equipment

SUGGESTED MOTION

Recommend the City Council approve the insurance renewal policy and rates with Travelers and RLI at a renewal rate not to exceed \$371,553 for the upcoming coverage year.

BACKGROUND

The Insurance Committee discussed the renewal options at the March 22nd meeting. The committee reviewed Worker's Compensation claims. The City and Truss's Safety & Loss control department along with Traveler's Insurance Company's safety department continue to meet and plan out training for City

employees. Worker's Compensation is covered on a first dollar basis. This means the insurance policy will provide full coverage for the entire value of a loss without a deductible. Prior to May 2014 the City had a \$10,000 deductible per incident. The City was averaging approximately \$15,000 a year in Worker's Compensation deductibles.

Overall, the renewal represents an increase of \$25,879 or 7.5%. The proposed policy is very similar to the current plan and includes an increase in statutory insurance to reflect the appraisers values.

The most significant change in premium is the Inland Marine coverage rate with an increase of \$3,172 and Worker's Compensation with an increase of \$22,726. All other rates are similar or reduced from expiring year.

FUNDING SOURCE

The premiums are budgeted in the general fund in 2016 and the renewal amount will be budgeted as part of the 2017 budget process. With coverage starting in May, both budget years will be affected by the renewal amount. The deductible amounts will be taken from insurance reserve fund.

ATTACHMENTS

- Premium Comparison

PREPARED BY:

Lisa Santa Maria, Finance Director

Date: April 12, 2016



City Of Prairie Village Kansas

Premium Comparison

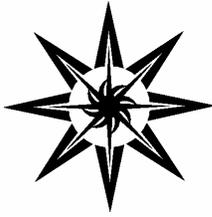
COVERAGE	EXPIRING PREMIUM	RENEWAL PREMIUM
Property	\$41,884.00	\$41,992.00
Inland Marine	\$2,864.00	\$6,036.00
General Liability	\$23,834.00	\$24,881.00
Employee Benefits Liability	\$210.00	\$381.00
Law Enforcement Liability	\$35,258.00	\$35,258.00
Public Entity Mangement Liability	\$3,687.00	\$3,680.00
Employment Practices Liability	\$13,550.00	\$14,758.00
Automobile Liability	\$33,936.00	\$31,845.00
Automobile Physical Damage	\$15,018.00	\$13,954.00
Cyber Liability	\$2,757.00	\$3,175.00
Umbrella	\$25,423.00	\$25,507.00
Workers' Compensation	\$140,063.00	\$162,789.00
Crime	\$3,418.00	\$3,481.00
Special Crime	Included	Included
Fiduciary Liability	\$3,575.00	\$3,619.00
<u>Treasurer Bond – Fielding Jr.</u>	<u>\$197.00</u>	<u>\$197.00</u>
Total	\$345,674.00	\$371,553.00
Total Excluding Workers' Comp	\$205,611.00	\$208,764.00

Options:

- \$5,000 Workers Compensation Deductible = \$147,598.00
- \$10,000 Workers Compensation Deductible = \$141,498.00

Comment:

- Statuary Limit from \$100,000 to \$582,650



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: April 18, 2016

Council Meeting Date: April 18, 2016

CONSIDER INTERLOCAL AGREEMENT WITH CITY OF OVERLAND PARK

RECOMMENDATION

Move to approve the interlocal agreement with City of Overland Park for improvements to 75th Street, Mission Road and Walmer Street and 95th Street, Mission Road to Nall Avenue.

BACKGROUND

Ultra-thin bonded asphalt surface (UBAS) is a preventative maintenance tool used to help extend the life of a road by placing a thin overlay onto a prepared asphalt surface. The overlay can disperse water quickly off the surface, which reduces roadway spray from vehicles and provides greater visibility in wet weather.

The City of Overland Park has planned for a UBAS project on 75th Street and 95th Street in the summer of 2016. Both roadways are the city limit boundary between Overland Park and Prairie Village. The estimated cost for this project is \$877,000 and includes surface treatment to the shared roadways and to 75th Street, between Mission Road and Nall Avenue. This agreement will limit the City of Prairie Village share to \$460,000. The City's funding for this project comes from the 2016 UBAS Program.

FUNDING SOURCE

Funding is available under the Capital Infrastructure Program, UBAS2016

RELATION TO VILLAGE VISION

CFS3a. Ensure streets and sidewalks are in good condition by conducting maintenance and repairs as needed.

TR1a. Ensure that infrastructure improvements meet the needs of all transportation users.

ATTACHMENTS

1. Interlocal Agreement with the City of Overland Park.

PREPARED BY

Melissa Prenger, Sr. Project Manager

April 11, 2016

AGREEMENT BETWEEN THE CITY OF OVERLAND PARK, KANSAS, AND THE CITY OF PRAIRIE VILLAGE, KANSAS, FOR THE PUBLIC IMPROVEMENT OF 75TH STREET FROM METCALF AVENUE TO MISSION ROAD AND 95TH STREET FROM NALL AVENUE TO MISSION ROAD (MR-1711).

THIS AGREEMENT, made and entered into this ____ day of _____, 2016, by and between the CITY OF OVERLAND PARK, KANSAS (hereinafter "OVERLAND PARK"), and the CITY OF PRAIRIE VILLAGE, KANSAS (hereinafter "PRAIRIE VILLAGE"), each party having been organized and now existing under the laws of the State of Kansas (hereinafter OVERLAND PARK and PRAIRIE VILLAGE may be referred to singularly as the "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, the Parties hereto have determined it is in their best interest to make the public improvement to 75th Street from Metcalf Avenue to Mission Road and 95th Street from Nall Avenue to Mission Road as such improvement is hereinafter described; and

WHEREAS, K.S.A. 12-2908 and K.S.A. 68-169 authorize the Parties hereto to cooperate in making the public improvement; and

WHEREAS, the Governing Bodies of each of the Parties hereto have determined to enter into this Agreement for the aforesaid public improvement, as authorized and provided by K.S.A. 12-2908 and K.S.A. 68-169; and

WHEREAS, the Governing Body of PRAIRIE VILLAGE did approve and authorize its mayor to execute this Agreement by official vote of the Body on the ____ day of _____, 2016; and

WHEREAS, the Governing Body of OVERLAND PARK did approve and authorize its mayor to execute this Agreement by official vote of the Body on the ____ day of _____, 2016.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants and agreements herein contained, and for other good and valuable considerations, the Parties hereto agree as follows:

1. PURPOSE OF AGREEMENT. The Parties hereto enter into this Agreement for the purpose of constructing the public improvement on 75th Street from Metcalf Avenue to Mission Road and 95th Street from Nall Avenue to Mission Road as heretofore described by performing the following work:

The work includes asphalt patching and applying Chip Seal (UBAS) to the existing street, pavement markings, traffic signal improvements, and other items incidental to the street improvement (hereinafter the "Improvement").

2. ESTIMATED COST OF PROJECT.

- A. The estimated cost of construction for the Improvement covered by this Agreement, exclusive of the cost of right-of-way or easement acquisition, is Eight Hundred Seventy-seven Thousand and 00/100 Dollars (\$877,000.00).

- B. The cost of making the Improvement shall include:
 - (1) Labor and material used in making the Improvement; and
 - (2) Such other expenses which are necessary in making the Improvement, exclusive of the cost of acquiring real property and any improvement thereon for the location of the Improvement. These expenses include but are not limited to design, project administration, construction inspection, material testing and utility relocations.
- C. The cost of making the said Improvement shall be distributed between the Parties as follows:
 - (1) PRAIRIE VILLAGE shall pay **52%** of said Improvement, total share estimated to be **\$460,000**.
 - (2) OVERLAND PARK shall pay **48%** of said Improvement, total share estimated to be **\$417,000**.
 - (3) Each Party shall acquire and pay all costs associated with the right-of-way or easement acquisition for that portion of the project located within its respective boundary. Additionally, each Party shall pay the cost of financing and/or bonding its share of the project cost.
- 3. FINANCING. OVERLAND PARK and PRAIRIE VILLAGE shall each pay their portion of the cost with monies budgeted and appropriated funds.
- 4. OVERLAND PARK ADMINISTRATION OF PROJECT. It is acknowledged and understood between the Parties that since there are two separate entities included within the proposed Improvement, one of the entities should be designated as being “in charge” of the project to provide for its orderly design and construction. However, both entities shall have the right of review and comment on project decisions at any time throughout duration of this Agreement, and any subsequent agreements hereto. The Improvement shall be constructed and the job administered by OVERLAND PARK acting by and through the OVERLAND PARK Director of Public Works (hereinafter the “PW Director”), who shall be the principal public official designated to administer the Improvement; provided, that the PW Director shall, among his several duties and responsibilities, assume and perform the following:
 - A. Make all contracts for the Improvement, including the responsibility to solicit bids by publication in the official newspaper of OVERLAND PARK. In the solicitation of bids, the most favorable bid shall be determined by OVERLAND PARK administering the project and the Governing Body of OVERLAND PARK approving the lowest responsible bidder for the project, except that the Governing Body of PRAIRIE VILLAGE reserves the right to reject the successful bidder in the event that the bid price

exceeds the engineer's estimate. If all bids exceed the estimated cost of the Improvement, then either OVERLAND PARK or PRAIRIE VILLAGE shall have the right to reject the bid. In such case, the project shall rebid at a later date.

- B. Submit to PRAIRIE VILLAGE on or before the 10th day of each month, or as received, estimates of accrued costs of constructing the Improvement for the month immediately preceding the month the statement of costs is received; provided that PRAIRIE VILLAGE shall within thirty (30) days after receipt of a statement of costs as aforesaid, remit their portion of the accrued costs to OVERLAND PARK as herein agreed.
 - C. Upon completion of the Improvement, the PW Director shall submit to PRAIRIE VILLAGE a final accounting of all costs incurred in making the Improvement for the purpose of apportioning the same among the Parties as provided herein.
 - D. PRAIRIE VILLAGE shall be named as additional insured on all applicable certificates of insurance issued by the contractor (the "Contractor(s)") for this project.
 - E. OVERLAND PARK shall require performance and completion bonds for the Improvement from all Contractors and require that all Contractors discharge and satisfy any mechanics or materialman's liens that may be filed.
 - F. OVERLAND PARK shall require that any Contractor provide a two-year performance and a two-year maintenance bond for the Improvement. As Administrator, OVERLAND PARK will, upon request of PRAIRIE VILLAGE, make any claim upon the maintenance bond or performance bond and require that the Contractor fully perform all obligations under the performance and maintenance bonds, and this obligation shall survive the termination of this Agreement and shall be in force and effect for the full term of the performance and maintenance bond.
 - G. OVERLAND PARK shall include in contracts for construction a requirement that the Contractor defend, indemnify and save OVERLAND PARK and PRAIRIE VILLAGE harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit or action for injuries or damages sustained to persons or property by reason of the acts or omissions of the Contractor and the performance of his or her contract.
5. DURATION AND TERMINATION OF AGREEMENT. The Parties hereto agree that except for the obligations of OVERLAND PARK which may arise after completion of the Improvement as set forth in Paragraph 4 F, above, this Agreement shall exist until the completion of the aforesaid Improvement, which shall be deemed completed upon certification to each of the Parties hereto by the PW Director advising that the Improvement has been accepted by him as constructed; provided that upon the occurrence of such certification by the PW Director, this Agreement shall be deemed terminated and of no further force or effect.

6. PLACING AGREEMENT IN FORCE. The administering body described in Paragraph 4 hereof shall cause this Agreement to be executed in triplicate. Each Party hereto shall receive a duly executed copy of this Agreement for their official records.
7. AMENDMENTS. This Agreement cannot be modified or changed by any verbal statement, promise or agreement, and no modification, change nor amendment shall be binding on the Parties unless it shall have been agreed to in writing and signed by both Parties.
8. JURISDICTION. This Agreement shall be construed according to the laws of the State of Kansas and may be enforced in any court of competent jurisdiction.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in triplicate by each of the Parties hereto on the day and year first above written.

CITY OF OVERLAND PARK, KANSAS

By _____
CARL GERLACH, MAYOR

ATTEST:

MARIAN COOK, CITY CLERK

APPROVED AS TO FORM:

MICHAEL KOSS
ASSISTANT CITY ATTORNEY II

CITY OF PRAIRIE VILLAGE, KANSAS

By _____
LAURA WASSMER, MAYOR

ATTEST:

JOYCE HAGEN MUNDY, CITY CLERK

APPROVED AS TO FORM:

CATHERINE P. LOGAN, CITY ATTORNEY

APPROVAL OF LIGHTING PLAN

THIS APPROVAL OF LIGHTING PLAN (“Approval”) is made on the date executed by each of the **CITY OF PRAIRIE VILLAGE, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (the “**City**”), **JOHNSON COUNTY PARK AND RECREATION DISTRICT**, a body corporate and political subdivision organized and existing pursuant to the laws of the State of Kansas (“**JCPRD**”), and **MB-18, LLC**, a Kansas limited liability company (“**Developer**”).

RECITALS

A. Developer and City entered into a Development Agreement (the “**Development Agreement**”) dated December 21, 2015 relating to the implementation of a redevelopment project plan (the “**Project Plan**”) for the area (the “**Park and Village Project Area**”) within the Meadowbrook Redevelopment District which is the location of the former Meadowbrook Country Club.

B. The Project Plan includes the acquisition and use of approximately 82 acres of the Park and Village Project Area (“**Park Site**”) for a public park, and certain public improvements to be completed on the Park Site, including “**Initial Trail Work**” as defined in the Development Agreement.

C. The City and JCPRD entered into that certain Park Site Gift Agreement dated December 21, 2015 (the “**Park Agreement**”), which provides that if certain conditions are satisfied, the City will issue TIF Bonds (as defined in the Development Agreement and Park Agreement) and use a portion of the proceeds to purchase the Park Site from the Developer, direct the Developer to convey the Park Site to JCPRD, that JCPRD will accept the Park Site, and that a portion of the proceeds of the TIF Bonds will be used to pay for the costs of the Initial Trail Work.

D. It is a condition to Closing (as defined in the Development Agreement and the Park Agreement) that the Governing Body of the City, JCPRD and the Developer shall have approved in writing the lighting plan for the Park Site.

E. The lighting plan (“**Lighting Plan**”) is described on the attached Exhibit A.

F. Subject to Closing and the availability of funds, the Lighting Plan will be completed by JCPRD.

G. The Governing Body of the City, JCPRD and the Developer desire to confirm their approval of the scope of the Lighting Plan.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants herein contained and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties by their execution hereof, the parties agree as follows.

1. **Recitals.** The above Recitals are hereby incorporated into this Agreement in full and form an integral part hereof.

2. **Approval.** The Governing Body of the City, JCPRD and the Developer hereby approve the Lighting Plan as described herein.

IN WITNESS WHEREOF, the City, JCPRD and the Developer have duly executed this Approval pursuant to all requisite authorizations on the dates set forth below.

CITY:

CITY OF PRAIRIE VILLAGE, KANSAS,

By: _____
Laura Wassmer, Mayor
Dated: _____

Attest:

Joyce Hagen Mundy
City Clerk

Approved as to Form:

Catherine P. Logan
City Attorney

**JOHNSON COUNTY PARK & RECREATION
DISTRICT**

By: _____
Print Name and Title
Dated: _____

Attest:

Print Name and Title

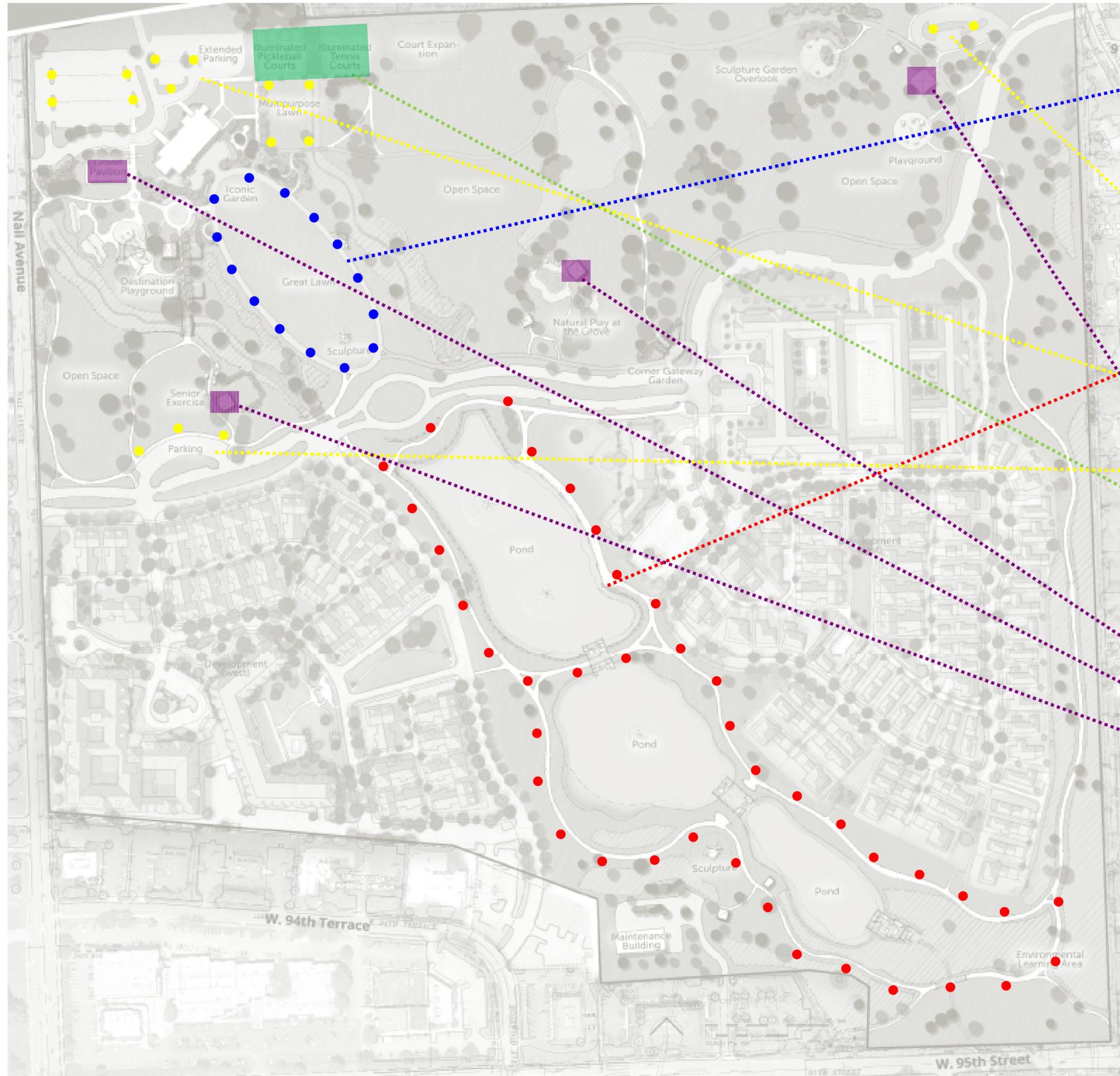
Approved as to Form

Ernest C. Ballweg, Attorney for
Johnson County Park & Recreation
District

**DEVELOPER:
MB-18, LLC,
a Kansas limited liability company**

By: _____
Printed Name and Title:
Dated: _____

EXHIBIT A
ATTACH LIGHTING PLAN



① DECORATIVE POLE LUMINAIRES TO PROVIDE ILLUMINATION AROUND GREAT LAWN AREA. 14' POLES SPACED 100' O.C.



Sternberg GALLERY with Glow Window
1970LED
The 1970LED Gallery series is large scale, decorative downlight fixture with a spun aluminum shade. The dome is available with two types of shades: straight (S) and flared (F) styles. The luminaire measures 24" outside diameter and 16-3/8" overall height.

② ARCHITECTURAL POLE MOUNTED CUTOFF LUMINAIRES TO PROVIDE ILLUMINATION FOR THE TRAILS/PATHS. 14' POLES SPACED 120-130' O.C.



Sternberg EURO LED Medium Scale
E450LED
The Euro E450 is a medium scale, contemporary architectural fixture provided with LED light sources and roof mounted, down lighting optics. It measures 22" wide x 32-3/4" high.

③ POLE MOUNTED FULL CUTOFF AREA LIGHTING LUMINAIRE TO PROVIDE ILLUMINATION FOR PARKING AREAS. 18' POLES.



Sternberg EURO Medium Scale
E420
The Euro E420 is a medium scale, contemporary architectural fixture provided with LED light sources and roof mounted, down lighting optics. It measures 22" wide x 10" high.

④ POLE MOUNTED LED LUMINAIRES FOR SPORTS LIGHTING APPLICATIONS— FIXTURE TO BE FULL CUTOFF AND ILLUMINATION CONTAINED WITHIN THE COURT FOOTPRINTS.

⑤ LUMINAIRES FOR SHELTER AND RESTROOM LIGHTING. LIGHTING TO BE COMPLIMENTARY OF ARCHITECTURAL DESIGN OF THE STRUCTURE..

NOTE: Light fixture images not to scale.

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (“**Agreement**”) is made this _____ day of April, 2016 (the “**Effective Date**”), by and among the **CITY OF PRAIRIE VILLAGE, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (the “**City**”), **MB-18, LLC**, a Kansas limited liability company (“**MB-18**”), **JOHNSON COUNTY PARK AND RECREATION DISTRICT**, a body corporate and political subdivision organized and existing pursuant to the laws of the State of Kansas (“**JCPRD**”), **JOHNSON COUNTY WASTEWATER**, a department of Johnson County, Kansas (“**JCW**”), and **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation (“**Escrow Agent**”).

RECITALS

A. MB-18 intends to develop a mixed use development on certain real property owned by MB-18 (the “**MB-18 Project**”).

B. As part of the MB-18 Project, MB-18 entered into a development agreement (the “**Development Agreement**”) with the City. The Development Agreement contemplates the City will issue certain general obligation bonds in the estimated principal amount of \$11,365,000 and certain special obligation bonds in the estimated principal amount of \$7,940,000 related to the MB-18 Project, and use \$5,872,951.00 (the “**Purchase Price**”) of the proceeds thereof to purchase certain real property from MB-18 (the “**Park Property**”).

C. The City entered into that certain Park Site Gift Agreement (the “**Park Agreement**”) with JCPRD. The Park Agreement requires the City to direct MB-18 to transfer the Park Property directly to JCPRD via a special warranty deed.

D. MB-18 and JCW entered into that certain County Wastewater Development Agreement (the “**County Agreement**”) with JCW. The County Agreement requires that the special warranty deed be placed in escrow, irrevocably other than for a condition related to termination of the 1954 Agreement (as defined in the County Agreement”) and any similar restriction, the sewer district enlargement or creation, and the issuance of the TIF Bonds (as defined in the Development Agreement).

E. Capitalized terms not defined herein shall have the meanings set forth in the Development Agreement.

F. In accordance with the Development Agreement, the Park Agreement, and the County Agreement, City, MB-18, JCPRD, and JCW desire to enter into this Agreement for the purpose of escrowing the following items (collectively, the “**Escrow Items**”):

- i. Development Agreement - executed by City and MB-18, attached as Exhibit A;
- ii. Memorandum of Agreement (City and JCPRD) - executed by City, JCPRD and MB-18, attached as Exhibit B;
- iii. Public Infrastructure Improvement Agreement - executed by City and MB-18, attached as Exhibit C;
- iv. Special Warranty Deed - executed by MB-18, attached as Exhibit D;
- v. Approval of Lighting Plan - executed by City, MB-18, and JCPRD, attached as Exhibit E;
- vi. Bond Purchase Agreement (SO TIF Bonds)- executed by City and MB-18, attached as Exhibit F;
- vii. Easement Agreement - executed by City, MB-18, and JCPRD, attached as Exhibit G;

- viii. Environmental Escrow Agreement - executed by City, MB-18, and JCPRD, attached as Exhibit H;
- ix. Approval of Scope of Initial Trail Work - executed by City, MB-18, and JCPRD, attached as Exhibit I;
- x. Approval of Scope of Pond Work, now known as Stormwater Improvements - executed by City, MB-18, and JCPRD, attached as Exhibit J;
- xi. Right of Way Maintenance Declaration - executed by MB-18, attached as Exhibit K;
- xii. Consent Letter regarding Planned Neighborhood Units - executed by City and MB-18, attached as Exhibit L;
- xiii. County Agreement - executed by MB-18 and JCW, attached as Exhibit M;
- xiv. Memorandum of Agreement (County) - executed by MB-18 and JCW, attached as Exhibit N;
- xv. Building Permit Protocol - executed by City and JCW, attached as Exhibit O;
- xvi. Release of 1954 Agreement - executed by JCW, attached as Exhibit P; and
- xvii. Order of Enlargement of the Consolidated Main Sewer District - executed by JCW, attached as Exhibit Q;

until May 17, 2016 (the “**Closing Date**”), as well as setting forth certain other rights and obligations of the parties.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants herein contained and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties by their execution hereof, the parties agree as follows.

1. **Recitals.** The above Recitals are hereby incorporated into this Agreement in full and form an integral part hereof.

2. **Appointment of Escrow Agent.** City, MB-18, JCPRD, and JCW hereby appoint Escrow Agent to act as escrow agent hereunder, and Escrow Agent hereby accepts such appointment and agrees to perform the duties of Escrow Agent hereinafter set forth, subject to the terms and conditions of this Agreement.

3. **Delivery of Escrow Items.** On the Effective Date, each of City, MB-18, JCPRD, and JCW shall deliver their respective executed original signature pages, and if required notarized, for each of the Escrow Items identified for such party in Recital E. Escrow Agent via email shall acknowledge receipt of the Escrow Items, which Escrow Items shall be held and distributed by Escrow Agent in accordance with the terms and conditions of this Agreement.

4. **Distribution of Escrow Items.** On the Closing Date:

- a. If City has closed on the issuance of the TIF Bonds, MB-18 has confirmed its obligation to pay the premium for the JCPRD Owner’s Policy in the amount of \$5650.94, and Title Company has irrevocably committed to issue the JCPRD Owner’s Policy to JCPRD upon satisfaction of the conditions set forth in the Title Commitment, then:
 - i. City shall cause the Bond Trustee to deliver the Purchase Price to the Escrow Agent;
 - ii. Escrow Agent shall deliver the Purchase Price, as adjusted by a Settlement Statement approved by City, JCPRD and MB-18, to MB-18, but Escrow Agent shall retain in escrow the amount of the Environmental Escrow Funds as defined

in the Environmental Escrow Agreement to be held pursuant to the terms of that agreement; and

iii. Escrow Agent shall distribute the fully executed counterparts of the Escrow Items to the respective parties as identified in Recital E.

b. If City has closed on the issuance of the TIF Bonds, then the Escrow Agent shall record the Escrow Items in the following order:

- i. Special Warranty Deed;
- ii. Easement Agreement;
- iii. Right of Way Maintenance Agreement;
- iv. Memorandum of Agreement (City and JCPRD);
- v. Memorandum of Agreement (County);
- vi. Release of 1954 Agreement; and
- vii. Order of Enlargement of the Consolidated Main Sewer District.

c. If on the Closing Date City has not closed on the issuance of the TIF Bonds, and the parties have not each in writing to extend the Closing Date, then Escrow Agent shall return to each party its respective original signature pages.

5. **Termination of Agreement.** This Agreement shall terminate upon the earlier of the written agreement of City, MB-18, JCPRD, and JCW to terminate this Agreement, the authorized distribution by Escrow Agent of the Escrow Items, or the Closing Date, as extended. If this Agreement terminates and Escrow Agent has not distributed the Escrow Items to the respective parties, Escrow Agent shall return to each party its respective original signature pages.

6. **Liability and Indemnification of Escrow Agent.**

a. Escrow Agent shall not be liable to City, MB-18, JCPRD, and JCW, or any of their successors or permitted assigns, for any action or failure to act by Escrow Agent hereunder, except for Escrow Agent's own gross negligence or willful misconduct. City, MB-18, JCPRD, and JCW each agree to jointly and severally indemnify and hold harmless Escrow Agent, and any successor or permitted assign, from and against any and all losses, liabilities, claims, actions, damages and expenses, including reasonable attorneys' fees, arising out of or in connection with this Agreement, except for claims against Escrow Agent based upon gross negligence or willful misconduct.

b. Escrow Agent is entitled to rely upon any order, judgment, certification, demand, notice, instrument or other writing delivered to it hereunder without being required to determine the authenticity or the correctness of any fact stated therein or the propriety or validity of the service thereof. Escrow Agent may act in reliance upon any instrument or signature believed by it to be genuine and may assume that any person purporting to give any notice or receipt or advice or to make any statement or executing any document in connection with the provisions hereof has been duly authorized to so do. If Escrow Agent is in doubt as to what action it should take

hereunder, Escrow Agent is entitled to deposit the Escrow Items with a court of competent jurisdiction and interplead the other parties for a determination of the matter. Escrow Agent shall not undertake such deposit and interpleader unless it has given City, MB-18, JCPRD, and JCW a written notice ten (10) days before such deposit and interpleader as to the intentions of Escrow Agent. City, MB-18, JCPRD, and JCW agree to reimburse Escrow Agent for any expenses incurred in the event Escrow Agent interpleads the Escrow Items.

7. **Resignation.** Escrow Agent may resign upon giving ten (10) days prior written notice to City, MB-18, JCPRD, and JCW. City, MB-18, JCPRD, and JCW shall use good faith efforts to identify a successor escrow agent (the “**Successor**”) and cause the appointment of such Successor within ten (10) days following the date of such resignation. Notwithstanding the foregoing, in no event shall this Agreement terminate or Escrow Agent be permitted to resign until such time as a Successor has been appointed. Any appointed Successor must execute, acknowledge, and deliver to its predecessor escrow agent (the “**Predecessor**”), City, MB-18, JCPRD, and JCW an instrument accepting such appointment and agreeing to the terms of this Agreement. The resignation of the Predecessor thereupon becomes effective and the Successor succeeds to the rights and duties of the Predecessor hereunder. The Predecessor will immediately deliver to the Successor the Escrow Items and any documents then held by the Predecessor pursuant to this Agreement.

8. **Escrow Agent Fees.** The Escrow Agent’s fee hereunder shall be \$300.00 (the “Escrow Fee”), which Escrow Fee shall be split equally among City, MB-18, JCPRD, and JCW and payable upon the earlier of the distribution of the Escrow Items or termination of this Agreement.

9. **Adverse Claims.** In the event of any disagreement or the presentation of adverse claims or demands in connection with distribution of the Escrow Items, Escrow Agent is, at its option, entitled to refuse to comply with any such claims or demands during the continuance of such disagreement and may refrain from delivering any item affected hereby. In so doing, Escrow Agent shall not become liable to the other parties hereto due to its failure to comply with any such adverse claim or demand. Escrow Agent is entitled to continue, without liability, to refrain and refuse to act: (a) until all rights of the adverse claimants have been finally adjudicated by a court having jurisdiction over the parties and the items affected hereby, after which time Escrow Agent is entitled to act in conformity with such adjudication, or (b) until all differences have been adjusted by agreement and Escrow Agent has been notified thereof and has been directed in writing signed by City, MB-18, JCPRD, and JCW, at which time Escrow Agent is protected in acting in compliance therewith.

10. **Assignment.** None of the parties hereto may assign or transfer (voluntarily or involuntarily, whether by operation of law or otherwise) any of its rights or obligations under this Agreement without the prior written consent of the other parties.

11. **Further Assurances.** The parties will execute and deliver such further instruments and do such further acts and things as may be required to carry out the intent and purpose of this Agreement.

12. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

13. **Governing Law, Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Kansas without regard to choice of law rules. Any action to enforce or that arises out of or relates to any of the provisions of this Agreement shall be brought and heard exclusively in the courts having jurisdiction in Johnson County, Kansas, and the parties hereto hereby consent to the jurisdiction of said courts.

14. **Captions.** The captions of the Sections of this Agreement are inserted for convenience only and shall not be used in the interpretation or construction of any provisions of this Agreement.

15. **Severability.** If any provision of this Agreement is found to be invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such provision shall not affect the validity and enforceability of the remaining provisions hereof

16. **Entire Agreement.** This Agreement constitutes the sole and entire agreement between the parties with respect to the transactions contemplated herein, and there are no other agreements or understandings, oral or written, between the parties with respect thereto. All previous negotiations and discussions have been fully integrated herein. This Agreement shall not be amended or modified except by writing signed by all the parties hereto.

17. **Notices.** Any notice, demand or other communication required or permitted hereunder shall be in writing and signed by the party giving such notice, and shall be deemed to be delivered when (a) personally delivery against signed receipt, (b) sent by email followed immediately with mailing the same by regular United States mail, (c) deposited for overnight delivery with a nationally recognized overnight courier, or (d) deposited in the United States mail, sent by certified mail, postage prepaid and return receipt requested, and addressed to the following addresses. The parties may change their respective addresses for the receipt of notice hereunder by giving notice to the other parties in accordance herewith.

To City: City of Prairie Village
ATTN: City Administrator
City Hall
7700 Mission Road
Prairie Village, KS 66208
Telephone: (913) 381-6464
Email: qbennion@pvkansas.com

With a copy to: Catherine P. Logan, Esq.
Lathrop & Gage LLC
10851 Mastin
Suite 1000
Overland Park, KS 66210
Telephone: (913) 451-5168
Email: CLogan@LATHROPGAGE.COM

To MB-18: MB-18, LLC
c/o VanTrust Real Estate, LLC
4900 Main St., Suite 400
Kansas City, MO 64112
Attn: Justin Duff
Phone: 816-569-1451
Email: justin.duff@vantrustre.com

With a copy to: Chase Simmons, Esq.
Polsinelli PC
900 W. 48th Place, Ste. 900
Kansas City, MO 64112
Phone: 816-360-4207

Email: CSimmons@Polsinelli.com

To JCPRD: Johnson County Park and Recreation District
ATTN: Executive Director
JCPRD Administration Building
7904 Renner Road
Shawnee Mission, KS 66219-9723
Telephone: (913) 826-3404
Email: _____

With a copy to: Ernest C. Ballweg
Johnston, Ballweg & Modrcin, L.C.
Suite 450. Building 51
9393 West 110th Street
Overland Park, Kansas, 66210
Telephone: (913) 491-6900
Email: ernie@jbmlawkc.com

To JCW: Johnson County Wastewater
ATTN: _____
11811 S. Sunset Drive, Suite 2500
Olathe, Kansas 66061
Telephone: 913-715-8500
Email: _____

With a copy to: Don Jarrett
Chief Counsel
Legal Department
111 S. Cherry Street, Suite 3200
Olathe, Kansas 66061
Telephone: (913) 715-1840
Email: Don.Jarrett@jocogov.org

To Escrow Agent: First American Title Insurance Company
Attn: Thomas Jensen
7200 College Boulevard
Overland Park, KS 66210
Phone: 913-981-2028
Email: TJensen@firstam.com

18. **Waiver.** Any agreement on the part of a party to any extension or waiver of any provision of this Agreement shall be valid only if set forth in an instrument in writing signed on behalf of such party. A waiver by a party of the performance of any covenant, agreement, obligation, representation or warranty shall not be construed as a waiver of any other covenant, agreement, obligation, representation or warranty. A waiver by any party of the performance of any act will not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time. No failure on the part of any party to exercise, and no delay in exercising, any right, power or privilege hereunder operate as a waiver thereof

19. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Hand signatures transmitted by electronic mail in portable document format (PDF) or similar format are also permitted as binding signatures to this Agreement.

20. **Costs and Attorneys' Fees.** In the event City, MB-18, or JCPRD institutes legal action for an alleged breach of this Agreement by another party and a breach shall be established, the prevailing party shall be entitled to recover, in addition to damages or other relief, its reasonable costs and expenses, including reasonable attorneys' fees and court costs. As used herein, the term "prevailing party" shall mean the party which obtains the principal relief it has sought, whether by compromise settlement or judgment. If the party which commenced or instituted the action or proceeding shall dismiss or discontinue it without the concurrence of the other party, such other party shall be deemed the prevailing party.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the Effective Date.

CITY:

CITY OF PRAIRIE VILLAGE, KANSAS,
a municipal corporation organized and existing
pursuant to the laws of the State of Kansas

By: _____
Laura Wassmer, Mayor

Attest:

Joyce Hagen Mundy
City Clerk

Approved as to Form:

Catherine P. Logan
City Attorney

MB-18:

MB-18, LLC,
a Kansas limited liability company

By: _____

Name: _____

Title: _____

JCPRD:

**JOHNSON COUNTY PARK & RECREATION
DISTRICT,**

a body corporate organized and existing pursuant to
the laws of the State of Kansas

By: _____
Print Name and Title

Attest:

Print Name and Title

Approved as to Form

Ernest C. Ballweg, Attorney for
Johnson County Park & Recreation
District

JCW:
JOHNSON COUNTY WASTEWATER,
a department of Johnson County, Kansas

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

ESCROW AGENT:

First American Title Insurance Company,
a Nebraska corporation

By: _____
Name: _____
Title: _____

EXHIBIT A

Development Agreement - executed by City and MB-18

[See attached]

EXHIBIT B

Memorandum of Agreement (City and JCPRD) - executed by City, JCPRD and MB-18

[See attached]

EXHIBIT C

Public Infrastructure Improvement Agreement - executed by City and MB-18

[See attached]

EXHIBIT D

Special Warranty Deed - executed by MB-18

[See attached]

EXHIBIT E

Approval of Lighting Plan - executed by City, MB-18, and JCPRD

[See attached]

EXHIBIT F

Bond Purchase Agreement (SO TIF Bonds) - executed by City and MB-18

[See attached]

EXHIBIT G

Easement Agreement - executed by City, MB-18, and JCPRD

[See attached]

EXHIBIT H

Environmental Escrow Agreement - executed by City, MB-18, JCPRD and Escrow Agent

[See attached]

EXHIBIT I

Approval of Scope of Initial Trail Work - executed by City, MB-18, and JCPRD

[See attached]

EXHIBIT J

**Approval of Scope of Pond Work, now known as Stormwater Improvements - executed by City,
MB-18, and JCPRD**

[See attached]

EXHIBIT K

Right of Way Maintenance Declaration - executed by MB-18

[See attached]

EXHIBIT L

Consent Letter regarding Planned Neighborhood Units - executed by City and MB-18

[See attached]

EXHIBIT M

County Agreement - executed by MB-18 and JCW

[See attached]

EXHIBIT N

Memorandum of Agreement (County) - executed by MB-18 and JCW

[See attached]

EXHIBIT O

Building Permit Protocol - executed by City and JCW

[See attached]

EXHIBIT P

Release of 1954 Agreement - executed by JCW

[See attached]

EXHIBIT Q

Order of Enlargement of the Consolidated Main Sewer District - executed by JCW

[See attached]

CONDITIONAL ASSIGNMENT AGREEMENT

THIS CONDITIONAL ASSIGNMENT AGREEMENT (“Assignment”) is made on the date executed by each of the **CITY OF PRAIRIE VILLAGE, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (the “**City**”) and **JOHNSON COUNTY PARK AND RECREATION DISTRICT**, a body corporate and political subdivision organized and existing pursuant to the laws of the State of Kansas (“**JCPRD**”).

RECITALS

A. MB-18, LLC (“**Developer**”) and City entered into a Development Agreement (the “**Development Agreement**”) dated December 21, 2015 relating to the implementation of a redevelopment project plan (the “**Project Plan**”) for the area (the “**Park and Village Project Area**”) within the Meadowbrook Redevelopment District which is the location of the former Meadowbrook Country Club.

B. The Project Plan includes the acquisition and use of approximately 82 acres of the Park and Village Project Area (“**Park Site**”) for a public park, and certain public improvements to be completed on the Park Site, including “**Initial Trail Work**” as defined in the Development Agreement.

C. The City and JCPRD entered into that certain Park Site Gift Agreement dated December 21, 2015 (the “**Park Agreement**”), which provides that if certain conditions are satisfied, the City will issue TIF Bonds (as defined in the Development Agreement and Park Agreement) and use a portion of the proceeds to purchase the Park Site from the Developer, direct the Developer to convey the Park Site to JCPRD, that JCPRD will accept the Park Site, and that a portion of the proceeds of the TIF Bonds will be used to pay for the costs of the Initial Trail Work.

D. The Title Company has issued a Title Commitment which (a) describes the Park Site, (b) names JCPRD as the party to be insured thereunder, and (c) commits to insure marketable, fee simple title to the Park Site in JCPRD in the amount of \$5,876,571.87 upon recording of the Special Warranty Deed subject to certain matters set forth in the Title Commitment (the “**JCPRD Owner’s Policy**”).

E. Capitalized terms not defined herein shall have the meanings set forth in the Park Agreement.

F. It is a condition to Closing that City and JCPRD shall have entered into a separate assignment agreement in form and content satisfactory to each, providing for the assignment to the City by JCPRD of insurance proceeds paid to JCPRD under the JCPRD Owner’s Policy if (a) there is a failure of title, and (b) there is a shortfall of incremental tax revenues, transient guest tax revenues, IRB Sales Tax Exemption and SMAC Grant, required to pay all or any portion of the debt service on the GO TIF Bonds.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants herein contained and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties by their execution hereof, the parties agree as follows.

1. **Recitals.** The above Recitals are hereby incorporated into this Agreement in full and form an integral part hereof.

2. **Conditional Assignment.** Subject to Section 3 hereof, JCPRD hereby conditionally assigns to City a portion of the insurance proceeds to which JCPRD may be entitled under the JCPRD Owner's Policy as a result of a failure of title.

3. **Conditions to Assignment.** This Assignment is effective only if the following conditions are satisfied:

A. JCPRD is entitled to insurance proceeds during the period ending twenty (20) years after Closing;

B. There has been a shortfall ("**Shortfall**") of incremental tax revenues, transient guest tax revenues, IRB Sales Tax Exemption and SMAC Grant, required to pay all or any portion of the debt service on the GO TIF Bonds issued by the City; and

C. The portion of insurance proceeds assigned hereunder is limited to the amount of the Shortfall.

IN WITNESS WHEREOF, the City and JCPRD have duly executed this Assignment pursuant to all requisite authorizations on the dates set forth below.

CITY:

CITY OF PRAIRIE VILLAGE, KANSAS,

By: _____

Laura Wassmer, Mayor

Dated: _____

Attest:

Joyce Hagen Mundy
City Clerk

Approved as to Form:

Catherine P. Logan
City Attorney

**JOHNSON COUNTY PARK & RECREATION
DISTRICT**

By: _____
Print Name and Title
Dated: _____

Attest:

Print Name and Title

Approved as to Form

Ernest C. Ballweg, Attorney for
Johnson County Park & Recreation
District

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this “**Agreement**”) is effective as of _____, 2016, by and among **MB-18, LLC**, a Kansas limited liability company (“**MB-18**”), **JOHNSON COUNTY PARK AND RECREATION DISTRICT**, a body corporate and political subdivision organized and existing pursuant to the laws of the State of Kansas (“**JCPRD**”), and **CITY OF PRAIRIE VILLAGE, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (the “**City**”).

A. On September 8, 2015, the governing body of the City approved Ordinance No. 2337, which established a redevelopment district pursuant to K.S.A. § 12-1770 *et seq.*, as amended, known as the Meadowbrook Redevelopment District, which is located within the City generally bounded on the north by Somerset Drive, on the east by Roe Avenue, on the south by 95th Street and on the west by Nall Avenue, as more specifically described therein.

B. On December 21, 2015, the governing body of the City approved Ordinance No. 2343, which approved a redevelopment project plan for a redevelopment project (the “**Project**”) in an area within the Meadowbrook Redevelopment District. In connection with the Project, the City and MB-18 entered into that certain Development Agreement dated December 21, 2015 (the “**City Agreement**”), and Johnson County Wastewater and MB-18 entered into that certain County Wastewater Development Agreement dated _____ (the “**County Agreement**”).

C. On March 4, 2016, MB-18 filed with the City the final plat of Meadowbrook Park (the “**Plat**”) prepared by Phelps Engineering, Inc. The parties acknowledge that the Plat may or may not have been recorded by the Effective Date.

D. MB-18 intends to develop the Project and to install or construct, or cause to be installed and constructed, certain public infrastructure in the Project area. The City also intends to install or construct, or cause to be installed and constructed, certain public infrastructure in the Project area. In connection with the Project, on the Effective Date MB-18 conveyed to JCPRD certain real property legally described on Exhibit A (the “**Parkland**”). MB-18 retained title to that certain real property legally described on Exhibit B (the “**MB-18 Property**”). Collectively, the MB-18 Property and the Parkland have been, or the parties anticipate that they will be, replatted as Lots 1-119, Tracts A-Y, and six areas identified as public streets or right-of-way, of Meadowbrook Park, a subdivision in the City or Prairie Village, Kansas (“**Meadowbrook Park**”).

E. MB-18, JCPRD, and the City desire to set forth those certain easements on the Parkland that will be granted to MB-18 and to the City, and on the MB-18 Property that will be granted to the City, for public infrastructure purposes, and related matters.

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

1. Grant of Easements. As of the Effective Date, the respective parties hereby grant the following easements:

a. Platted Easements. JCPRD grants and conveys those certain easements identified on the Plat (the “**Platted Easements**”) at the locations and for the purposes identified on the Plat, with such grants to be effective upon recording of the Plat if such recording occurs after the Effective Date. All Platted Easements are irrevocable, non-exclusive, and perpetual in favor of the respective parties identified on the Plat.

b. Defined Easements. JCPRD grants and conveys to MB-18 the following specific easements (the “**Defined Easements**”):

i. Access Easement: An irrevocable, non-exclusive, and perpetual access easement on, over, and across Tract T for the purpose of providing pedestrian and vehicular access to and from Lot 55 of Meadowbrook Park and public street right-of-way known as Meadowbrook Parkway, as depicted on Exhibit C.

ii. Earthwork Easement: An irrevocable, non-exclusive, and temporary construction easement on, over, and across the entirety of the Parkland for the purpose of performing all work identified on that certain Earthwork Allocation Boundaries, Meadowbrook Park, Prairie Village, Kansas, Mass Grading & Land Disturbance Plans prepared by Phelps Engineering, Inc., Project No. 160008, dated 3-30-16 (the “**Earthwork Exhibit**”).

c. As-Built Easements. MB-18 delivered to the City and JCPRD that certain Easement Plan – Overall, Meadowbrook Park Apartments, Prairie Village, Kansas, prepared by Phelps Engineering, Inc., Project No. 151060, dated 3-4-16 (the “**Easement Plan**”), that depicts the overall easement plan for the Project. JCPRD grants and conveys to MB-18 all other easements depicted on the Easement Plan, to the extent such easements are not included in **Sections 1.a or 1.b**. The City Agreement and the County Agreement require that MB-18 install or construct, or cause to be installed and constructed, certain public infrastructure in the Project area. Such public infrastructure will be located in the areas depicted on the Easement Plan. For those easements not included in **Sections 1.a or 1.b**:

i. JCPRD grants to MB-18 temporary easements (the “**Temporary Easements**”) in the areas identified on the Easement Plan for the purpose of installing or constructing, or causing to be installed and constructed, (1) the public infrastructure identified on the Easement Plan, and (2) the items on the Easement Plan identified as benefiting the home owners association;

ii. After construction of the public infrastructure in the areas identified on the Easement Plan, MB-18 shall deliver to JCPRD draft easement documents (the “**As-Built Easements**”) for each easement, each of which shall be irrevocable, non-exclusive, and perpetual, and limited to the as-built locations of (1) such public infrastructure (with Phelps Engineering, Inc. determining the appropriate width required for each easement) and (2) the items on the Easement Plan identified as benefiting the home owners association, each in suitable form for recording; and

iii. Subject to JCPRD’s reasonable approval as to form, JCPRD shall record each such easement with the Johnson County, Kansas Office of Records and Tax Administration (the “**Recorder**”).

d. Temporary Construction Easement. All temporary construction easements (collectively, the “**Construction Easements**”) set forth below shall automatically expire upon recording of the As-Built Easements with the Recorder.

i. JCPRD grants and conveys to MB-18, and to each of the City and any public utility provider upon request, an irrevocable, non-exclusive, and temporary construction easement on, over, and across the entirety of the Parkland for purposes of constructing and installing (1) all public infrastructure to be installed or constructed by

MB-18 pursuant to the City Agreement or the County Agreement, and (2) the items on the Easement Plan identified as benefiting the home owners association.

ii. MB-18 grants and conveys to the City an irrevocable, non-exclusive, and temporary construction easement on, over, and across the areas depicted on the Plat for Meadowbrook Parkway / West 92nd Terrace beginning at the border of the public right-of-way and extending to a width of twenty (20) feet for the purposes of constructing and installing Meadowbrook Parkway / West 92nd Terrace.

iii. JCPRD grants and conveys to the City an irrevocable, non-exclusive, and temporary construction easement on, over, and across the areas depicted on the Plat for Meadowbrook Parkway / West 92nd Terrace beginning at the border of the public right-of-way and extending to a width of twenty (20) feet for the purposes of constructing and installing Meadowbrook Parkway / West 92nd Terrace.

iv. JCPRD grants and conveys to the City an irrevocable, non-exclusive, and temporary construction easement on, over, and across the areas depicted on the Earthwork Exhibit as the locations of each proposed dredge pond including that area beginning at the border of each proposed dredge pond and extending to a width of twenty (20) feet for the purposes of constructing and installing such dredge pond.

e. Drainage. JCPRD grants and conveys to MB-18 a perpetual, non-exclusive right-of-way and easement to, over and through the drainage patterns and systems as are established from time to time by JCPRD within the Parkland for reasonable surface drainage purposes to dispose of storm water into any storm basin or detention area to and through the point of entry into right-of-way or drainage easements of the City or Johnson County, Kansas, or to any subsequent location, taking into consideration reasonable storm drainage capacities. JCPRD shall have the right, at its sole cost and expense, to designate and change the location or nature of any storm basin or detention area, so long as JCPRD provides access to and drainage facilities of an equal capacity and such modification shall be approved by the applicable governmental authorities.

f. Associated Rights. The Platted Easements, Defined Easements, Temporary Easements, As-Built Easements, and Construction Easements are collectively referred to as the “**Easements**”, and the locations of the Easements are collectively referred to as the “**Easement Areas**”. The Easements granted herein shall include the right of the grantee to store materials, operate equipment, move a working force, and all such other work as reasonable or necessary to perform and complete (1) the work as described in the City Agreement and the County Agreement, (2) the items on the Easement Plan identified as benefiting the home owners association, and (3) the construction and installation of Meadowbrook Parkway / West 92nd Terrace and the dredge ponds depicted on the Earthwork Exhibit. The grantee and its agents, servants, employees, consultants, contractors and subcontractors (collectively and as to each respective grantee, “**Grantees’s Agents**”) shall have the right to enter upon the Easement Areas for the purposes permitted by this Agreement. The grantee and the Grantee’s Agents shall enter upon the Easement Areas at its sole risk and hazard, and each grantee hereby releases the respective grantor from any and all claims relating to the condition of the Easement Areas and the entry upon the Easement Areas by the grantee and the Grantee’s Agents.

g. Future Documents. The parties shall cooperate, each in their reasonable discretion, to prepare, consider, and execute all easement or other documents required to comply with the spirit and intent of this Agreement, the City Agreement, or the County Agreement.

2. Term. This Agreement shall terminate upon the later of the completion of (1) the public infrastructure work to be completed by MB-18 pursuant to the City Agreement or the County Agreement, (2) the items on the Easement Plan identified as benefiting the home owners association or December 31, 2018, subject to *force majeure*, and (3) the construction and installation of Meadowbrook Parkway / West 92nd Terrace and the dredge ponds depicted on the Earthwork Exhibit; provided however, the respective term of each of the Easements granted and conveyed in Section 1 shall be as stated in Section 1.

3. Condition of the Easement Area. Each grantee accepts its respective Easement Areas and all aspects thereof in “AS IS,” “WHERE IS” condition, without warranties, either express or implied, “WITH ALL FAULTS,” including but not limited to both latent and patent defects, and the existence of hazardous materials, if any.

4. Compliance with Laws. In performing any work within the Easement Areas, each grantee will comply with all present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, including, without limitation, any building, zoning and land use laws. All construction activities performed by each grantee within the Easement Areas shall be performed in a good, safe, workman-like manner.

5. Liens. In performing any work within the Easement Areas, each grantee will keep the Parkland free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under such grantee, and each grantee will indemnify, hold harmless and agree to defend JCPRD from any liens that may be placed on the Parkland pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under such grantee or any of such Grantee’s Agents. Any such liens must be released of record within thirty (30) days or, if not so released and the respective grantee is contesting such lien, such grantee shall post a bond in the amount of such lien.

6. Miscellaneous.

A. Run with the Land/Successors. Subject to the terms and conditions of this Agreement, the Easements shall run with the land, and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns.

B. Remedy. A party benefited by this Agreement shall have the right to prosecute any proceedings at law or in equity against the then owner of the Parkland for violating or attempting to violate upon any of the provisions contained in this Agreement, and to recover damages for any such violation. Such proceeding shall include, but shall not be limited to, the right to enjoin any violation or threatened violation of this Agreement, or to obtain a decree to compel performance of the same. All of the remedies permitted or available to a party under this Agreement or at law or in equity shall be cumulative and not alternative, and the invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy. No failure or delay on the part of any party to enforce any provision of this Agreement shall constitute a waiver of such provision, nor shall any express waiver of any provision of this Agreement constitute a waiver of any other provision of this Agreement.

C. Enforceability and Litigation Expenses. If any action, suit, or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement or if a

party finds it necessary to retain an attorney to enforce its rights under this Agreement, all costs and expenses of the prevailing party incident to such proceeding or retention, including reasonable attorneys' fees, shall be paid by the non-prevailing party. For purposes of this Section, the term "prevailing party" shall, in the case of a claimant, be the party who is successful in obtaining substantially all of the relief sought, and in the case of the defendant or respondent, the party who is successful in denying substantially all of the relief sought by the claimant.

D. No Public Use/Dedication. For purposes of this Agreement, the Parkland is and shall at all times remain the private property of JCPRD, and the MB-18 Property is and shall at all times remain the private property of MB-18. The use of the Parkland and the MB-18 Property is permissive and shall be limited to the express purposes contained herein. Neither MB-18, the City, nor their successors or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to the Parkland or the MB-18 Property beyond the express terms and conditions of this Agreement. Notwithstanding the foregoing, the parties acknowledge the Parkland constitutes public property in accordance with Kansas law.

E. Counterparts; Signatures. The parties may sign this Agreement in multiple identical counterparts, all of which taken together shall constitute one and the same agreement. The parties shall consider a copy of the signed Agreement for all purposes as an original of the Agreement to the maximum extent permitted by law, and no party to this Agreement shall have any obligation to retain a version of this Agreement that contains original signatures in order to enforce this Agreement, or for any other purpose.

F. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Kansas.

G. Captions. The captions of the Sections of this Agreement are inserted for convenience only and shall not be used in the interpretation or construction of any provisions of this Agreement.

H. Severability. If any provision of this Agreement is found to be invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such provision shall not affect the validity and enforceability of the remaining provisions hereof.

I. Assignment. MB-18 may assign all or any one or more of its rights, duties, and obligations hereunder to any one or more of (a) the City of Prairie Village, Kansas, and (b) any corporation, partnership, or other entity or association that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, MB-18.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

MB-18:

MB-18, LLC,
a Kansas limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this day of _____, 2016, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did say such person is the _____ of **MB-18, LLC**, a Kansas limited liability company, and acknowledged said instrument to be such person's free act and deed and the free act and deed of said entity.

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

Print Name: _____
Notary Public in and for said County and State

My Commission Expires:

JCPRD:

JOHNSON COUNTY PARK AND RECREATION DISTRICT, a body corporate and political subdivision organized and existing pursuant to the laws of the State of Kansas

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this day of _____, 2016, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did say such person is the _____ of **JOHNSON COUNTY PARK AND RECREATION DISTRICT**, a body corporate and political subdivision organized and existing pursuant to the laws of the State of Kansas, and acknowledged said instrument to be such person's free act and deed and the free act and deed of said entity.

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

Print Name: _____
Notary Public in and for said County and State

My Commission Expires:

CITY:

CITY OF PRAIRIE VILLAGE, KANSAS,
a municipal corporation organized and existing
pursuant to the laws of the State of Kansas

By: _____
Laura Wassmer, Mayor

STATE OF _____)
) ss.
COUNTY OF _____)

On this day of _____, 2016, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did say such person is the Mayor of **CITY OF PRAIRIE VILLAGE, KANSAS**, a municipal corporation organized and existing pursuant to the laws of the State of Kansas, and acknowledged said instrument to be such person's free act and deed and the free act and deed of said entity.

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

Print Name: _____
Notary Public in and for said County and State

My Commission Expires:

EXHIBIT A

Parkland Legal Description

All that part of Lots 1 and 2 and Lots 7 thru 12 and Lot A, except the South 10.00 feet and All of Lots 3 thru 6 of Block B, MEADOWBROOK ACRES, a platted subdivision of land and all that part of the Southwest Quarter of Section 33, Township 12 South, Range 25 East, in the City of Prairie Village, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter of said Section 33; thence S 87°40'29" W, along the South line of the Southwest Quarter of said Section 33, a distance of 30.00 feet to a point on the East line of said Lot A, Block B; thence N 1°50'49" W, along a line 30.00 feet West of and parallel with the East line of the Southwest Quarter of said Section 33, a distance of 40.00 feet to a point on the Northerly right-of-way line of 95th Street, as now established, said point also being the point of beginning; thence S 87°40'29" W, along the North right-of-way line of said 95th Street and being 40.00 feet North of and parallel with the South line of the Southwest Quarter of said Section 33, a distance of 590.23 feet to a point on the East line of a Deed, as recorded in the Johnson County Register of Deeds Office in Book 201311 at Page 006875; thence Northerly, Northwesterly and Westerly along the East, Northeast and North lines of said Deed for the following five (5) courses; thence N 2°06'14" W, a distance of 157.50 feet; thence N 48°59'31" W, a distance of 43.24 feet; thence S 87°40'29" W, a distance of 120.50 feet; thence N 27°56'01" W, a distance of 14.23 feet; thence S 87°40'29" W, a distance of 15.01 feet to the Northeast plat corner of GREENVIEW PLACE, a platted subdivision of land in the City of Prairie Village, Johnson County, Kansas; thence continuing S 87°40'29" W (platted S 89°47'09" W), along the North plat line of said GREENVIEW PLACE, a distance of 490.00 feet to the Northwest plat corner of said GREENVIEW PLACE, said Northwest plat corner also being a point on the East line of a Survey of Improvements as recorded in the Johnson County register of Deeds Office in book 1013 at page 383; thence N 2°06'14" W (surveyed N 0°00'00" E), a distance of 161.30 feet; thence N 22°14'50" E, a distance of 40.28 feet; thence N 67°41'14" W, a distance of 62.00 feet; thence S 22°14'50" W, a distance of 15.00 feet to a point on the Northerly line of a deed recorded in the Johnson County Register of Deeds Office in book 6242 at page 978; thence N 67°41'14" W (Deeded N 65°35'00" W), along the Northerly line of said deed, a distance of 85.57 feet; thence Northerly on a curve to the left, said curve having an initial tangent bearing of N 5°31'37" E and a radius of 325.00 feet, an arc distance of 231.41 feet; thence N 35°16'13" W, a distance of 58.93 feet; thence Northwesterly on a curve to the right, said curve being tangent to the last described course and having a radius of 291.00 feet, an arc distance of 137.75 feet; thence Northerly on a curve to the left, said curve being tangent to the last described course and having a radius of 520.00 feet, an arc distance of 38.35 feet; thence N 12°22'24" W, a distance of 161.04 feet; thence Northwesterly on a curve to the left, said curve being tangent to the last described course and having a radius of 520.00 feet, an arc distance of 32.48 feet; thence N 15°57'08" W, a distance of 99.30 feet; thence Northwesterly on a curve to the left, said curve being tangent to the last described course and having a radius of 210.00 feet, an arc distance of 82.46 feet; thence N 38°27'04" W, a distance of 263.82 feet; thence Northwesterly on a curve to the left, said curve being tangent to the last described course and having a radius of 200.00 feet, an arc distance of 47.31 feet; thence N 52°00'20" W, a distance of 15.96 feet; thence Northwesterly on a curve to the right, said curve being tangent to the last described course and having a radius of 160.00 feet, an arc distance of 56.83 feet; thence Northeasterly on a curve to the right, said curve having an initial tangent bearing of N 61°12'26" E and a radius of 267.47 feet, an arc distance of 55.09 feet; thence Easterly on a curve to the right, said curve being tangent to the last described course and having a radius of 85.00 feet, an arc distance of 45.67 feet; thence Easterly on a curve to the left, said curve being tangent to the last described course and having a radius of 135.79 feet, an arc distance of 160.95 feet; thence Northeasterly on a curve to the right, said curve being tangent to the last described course and having a radius of 70.00 feet, an arc distance of 51.19 feet; thence Easterly on a

curve to the right, said curve being tangent to the last described course and having a radius of 479.59 feet, an arc distance of 167.76 feet; thence S 31°02'03" E, a distance of 525.22 feet; thence S 42°05'17" E, a distance of 187.42 feet; thence Southeasterly on a curve to the left, said curve being tangent to the last described course and having a radius of 210.00 feet, an arc distance of 175.61 feet; thence N 90°00'00" E, a distance of 58.60 feet; thence Easterly on a curve to the right, said curve being tangent to the last described course and having a radius of 160.00 feet, an arc distance of 56.44 feet; thence S 43°15'03" W, a distance of 187.59 feet; thence S 46°44'57" E, a distance of 260.00 feet; thence S 73°30'05" E, a distance of 89.85 feet; thence S 64°07'33" E, a distance of 260.00 feet; thence S 42°37'29" E, a distance of 76.34 feet; thence S 75°24'44" E, a distance of 140.00 feet; thence N 14°35'16" E, a distance of 281.19 feet; thence N 1°44'24" W, a distance of 430.62 feet; thence N 0°15'29" W, a distance of 60.14 feet; thence N 14°48'03" E, a distance of 59.96 feet; thence N 11°51'43" E, a distance of 59.86 feet; thence N 00°40'00" W, a distance of 59.97 feet; thence N 1°49'44" W, a distance of 60.00 feet; thence N 23°07'43" W, a distance of 132.03 feet; thence N 65°02'30" W, a distance of 110.25 feet; thence N 1°50'49" W, a distance of 330.98 feet; thence S 88°09'11" W, a distance of 660.56 feet; thence Northeasterly, Easterly and Southeasterly on a curve to the right, said curve having an initial tangent bearing of N 33°41'13" E and a radius of 160.00 feet, an arc distance of 195.81 feet; thence Southeasterly on a curve to the left, said curve being tangent to the last described course and having a radius of 1,025.00 feet, an arc distance of 262.12 feet; thence Northeasterly on a curve to the left, said curve being tangent to the last described course and having a radius of 210.00 feet, an arc distance of 283.89 feet; thence N 11°42'03" E, a distance of 323.83 feet; thence Northeasterly on a curve to the right, said curve being tangent to the last described course and having a radius of 160.00 feet, an arc distance of 169.61 feet; thence N 72°26'22" E, a distance of 71.21 feet to a point on the East line of said Lots 1 through 12 and Lot A, Block B and being 30.00 feet West of the East line of the Southeast Quarter of said Section 33; thence S 1°50'49" E, along the East line of said Lots 1 through 12 and Lot A, Block B and being 30.00 feet West of and parallel with the East line of the Southeast Quarter of said Section 33, a distance of 2,506.59 feet to the point of beginning, containing 34.2588 acres, more or less.

together with

Part of Lots 1 of Block B, MEADOWBROOK ACRES, a platted subdivision of land and all that part of the West half of Section 33, Township 12 South, Range 25 East, in the City of Prairie Village, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of the Southwest Quarter of said Section 33, thence S 2°06'14" E, along the West line of the Southwest Quarter of said Section 33, a distance of 43.04 feet; thence N 87°53'46" E, a distance of 30.00 feet to the intersection of the Southerly right-of-way line of Somerset Drive and the Easterly right-of-way line of Nall Avenue, both as now established, said point also being the point of beginning; thence along the Southerly right-of-way line of said Somerset Drive, for the following six (6) courses; thence Northerly, Northeasterly and Easterly on a curve to the right, said curve having an initial tangent bearing of N 9°58'39" E and a radius of 34.00 feet, an arc distance of 46.05 feet; thence N 87°34'46" E, a distance of 0.89 feet; thence Easterly on a curve to the left, said curve being tangent to the last described course and having a radius of 621.00 feet, an arc distance of 333.05 feet; thence Northeasterly on a curve to the right, said curve being tangent to the last described course and having a radius of 579.00 feet, an arc distance of 15.45 feet to a point on the Southerly plat line of WEST RIDING, a platted subdivision of land in the City of Prairie Village, Johnson County, Kansas; thence along the Southerly plat line of said WEST RIDING, for the following two (2) courses; thence N 73°10'54" E, a distance of 138.40 feet; thence Northeasterly on a curve to the left, said curve being tangent to the last described course and having a radius of 640.00 feet, an arc distance of 176.13 feet to a point on the West plat line of WEST RIDING, 2ND PLAT, a platted subdivision of land in the City of Prairie Village, Johnson County, Kansas; thence S 13°32'29" E (platted S 11°43'23" E), along the West plat line of said WEST RIDING, 2ND PLAT, a distance of 183.42 feet to the Southwest plat corner of

said WEST RIDING, 2ND PLAT; thence N 87°37'32" E (platted N 89°26'38" E), along the South plat line of said WEST RIDING, 2ND PLAT and the North plat line of said MEADOWBROOK ACRES, a distance of 1904.29 feet to the Northeast corner of Lot 1, said MEADOWBROOK ACRES, said Northeast corner also being 30.00 feet West of the Northeast corner of the Southwest Quarter of said Section 33; thence S 1°50'49" E, along the East line of said Lot 1, Block B, said East line being 30.00 feet West of and parallel with the East line of the Southwest Quarter of said Section 33, a distance of 54.21 feet; thence S 72°26'22" W, a distance of 85.28 feet; thence Southwesterly on a curve to the left, said curve being tangent to the last described course and having a radius of 210.00 feet, an arc distance of 222.62 feet; thence S 11°42'03" W, a distance of 323.83 feet; thence Southwesterly on a curve to the right, said curve being tangent to the last described course and having a radius of 160.00 feet, an arc distance of 216.29 feet; thence Westerly on a curve to the right, said curve being tangent to the last described course and having a radius of 975.00 feet, an arc distance of 249.33 feet; thence Southwesterly on a curve to the left, said curve being tangent to the last described course and having a radius of 210.00 feet, an arc distance of 387.22 feet; thence S 1°50'49" E, a distance of 62.07 feet; thence S 88°09'11" W, a distance of 45.15 feet; thence Westerly on a curve to the left, said curve being tangent to the last described course and having a radius of 562.89 feet, an arc distance of 84.71 feet; thence Westerly on a curve to the right, said curve being tangent to the last described course and having a radius of 444.50 feet, an arc distance of 199.48 feet; thence Westerly on a curve to the left, said curve being tangent to the last described course and having a radius of 599.59 feet, an arc distance of 334.74 feet; thence Westerly on a curve to the right, said curve being tangent to the last described course and having a radius of 70.00 feet, an arc distance of 34.52 feet; thence Westerly on a curve to the left, said curve being tangent to the last described course and having a radius of 124.17 feet, an arc distance of 132.73 feet; thence Southwesterly on a curve to the right, said curve being tangent to the last described course and having a radius of 100.00 feet, an arc distance of 55.53 feet; thence Southwesterly on a curve to the left, said curve being tangent to the last described course and having a radius of 387.47 feet, an arc distance of 175.65 feet; thence Southwesterly on a curve to the right, said curve being tangent to the last described course and having a radius of 180.27 feet, an arc distance of 88.04 feet; thence S 74°05'30" W, a distance of 185.25 feet; thence Westerly on a curve to the right, said curve being tangent to the last described course and having a radius of 444.65 feet, an arc distance of 115.38 feet; thence S 88°57'33" W, a distance of 222.66 feet; thence N 02°06'14" W, a distance of 50.01 feet; thence N 4°57'47" W, a distance of 300.69 feet to a point on the Easterly right-of-way line of said Nall Avenue; thence N 2°06'14" W, along the Easterly right-of-way line of said Nall Avenue, a distance of 711.66 feet to the point of beginning, containing 48.0018 acres, more or less.

[To be replatted as Tracts T and Y of Meadowbrook Park, a subdivision in the City of Prairie Village, Johnson County, Kansas.]

EXHIBIT B

MB-18 Property Legal Description

All of Lots 1 through 12 and all of Lot A, except the South 10.00 feet of Block B, MEADOWBROOK ACRES, a platted subdivision of land and all that part of the West half of Section 33, Township 12 South, Range 25 East, in the City of Prairie Village, Johnson County, Kansas, except the Parkland described on Exhibit A.

[To be replatted as Lots Tracts 1-126, Tracts A-S and U-X, and six areas identified as public streets or right-of-way, of Meadowbrook Park, a subdivision in the City of Prairie Village, Johnson County, Kansas.]

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (“**Memorandum**”) is executed this day of _____, 2016 (the “**Effective Date**”), by the **CITY OF PRAIRIE VILLAGE, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (the “**City**”), **MB-18, LLC**, a Kansas limited liability company (“**MB-18**”), and **JOHNSON COUNTY PARK AND RECREATION DISTRICT**, a body corporate and political subdivision organized and existing pursuant to the laws of the State of Kansas (“**JCPRD**”).

RECITALS

A. On September 8, 2015, the governing body of the City approved Ordinance No. 2337, which established a redevelopment district pursuant to K.S.A. § 12-1770 *et seq.*, as amended (the “**TIF Act**”), known as the Meadowbrook Redevelopment District (as amended, the “**District**”), which is located within the City generally bounded on the north by Somerset Drive, on the east by Roe Avenue, on the south by 95th Street and on the west by Nall Avenue, as more specifically described therein.

B. On December 21, 2015, the governing body of the City approved Ordinance No. 2343, which approved a redevelopment project plan for the area within the District which is the location of the former Meadowbrook Country Club (the “**Park and Village Project Area**”), dated October 9, 2015 (the “**Project Plan**”), which includes, but is not limited to, the acquisition and use of 80 to 90 acres of the Park and Village Project Area for a public park, and certain public improvements related to the public park, all in conjunction with development of a senior living facility, a luxury apartment facility, a hotel facility, townhomes and single family residences by Developer and its permitted assigns within the Park and Village Project Area (collectively, the “**Project**”). A legal description of the boundaries of the Park and Village Project Area is set forth on Exhibit A attached hereto

C. As part of the Project, MB-18 and the City entered into that certain development agreement dated December 21, 2015 (the “**City Agreement**”) with the City, and the City and JCPRD entered into that certain Park Site Gift Agreement dated December 21, 2015 (the “**Park Agreement**”).

D. The parties desire to record this Memorandum to give notice of certain provisions contained in the City Agreement and the Park Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants herein contained and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties by their execution hereof, the parties agree as follows.

1. **City Agreement.** The City Agreement sets forth, among other things, the conditions and requirements under which MB-18 will develop a portion of the Project and convey to JCPRD that portion of the Park and Village Project Area described on Exhibit B (the “**Park Property**”), and the City will issue tax increment bonds to fund a portion of the Project costs.

2. **Park Agreement.** The Park Agreement sets forth, among other things, the conditions and requirements under which the City will direct MB-18 to convey the Park Property to JCPRD, and JCPRD will improve and operate the Park Property as a public park.

3. **Memorandum.** This Memorandum is executed for the purposes of giving notice of the existence of the City Agreement and the Park Agreement. Each of the City Agreement and the Park Agreement are deemed to be a material part hereof as though set forth in length herein. Whenever a

conflict of provisions between this Memorandum and either of the City Agreement and the Park Agreement shall occur, the provisions of the City Agreement and the Park Agreement shall govern.

4. **Miscellaneous.** Upon the expiration or earlier termination of the City Agreement and the Park Agreement, this Memorandum shall automatically terminate without further act of the parties hereto, and upon request by any party hereto, the other parties shall execute any documents reasonably required to evidence such termination and to remove any exceptions to title resulting from the City Agreement or the Park Agreement.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed as of the Effective Date.

CITY:

CITY OF PRAIRIE VILLAGE, KANSAS,
a municipal corporation organized and existing
pursuant to the laws of the State of Kansas

By: _____
Laura Wassmer, Mayor

STATE OF _____)
) ss.
COUNTY OF _____)

On this day of _____, 2016, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did say such person is the _____ of _____, a _____, and acknowledged said instrument to be such person's free act and deed and the free act and deed of said entity.

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

Print Name: _____
Notary Public in and for said County and State

My Commission Expires:

MB-18:

MB-18, LLC,
a Kansas limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this day of _____, 2016, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did say such person is the _____ of _____, a _____, and acknowledged said instrument to be such person's free act and deed and the free act and deed of said entity.

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

Print Name: _____
Notary Public in and for said County and State

My Commission Expires:

JCPRD:

**JOHNSON COUNTY PARK & RECREATION
DISTRICT,**

a body corporate organized and existing pursuant to
the laws of the State of Kansas

By: _____
Print Name and Title

STATE OF _____)
) ss.
COUNTY OF _____)

On this day of _____, 2016, before me personally appeared _____, to
me known to be the person described in and who executed the foregoing instrument, who being by me duly
sworn, did say such person is the _____ of _____, a _____,
and acknowledged said instrument to be such person's free act and deed and the free act and deed of said
entity.

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

Print Name: _____
Notary Public in and for said County and State

My Commission Expires:

EXHIBIT A

Park and Village Project Area Legal Description

LOTS 1 THROUGH 12, INCLUSIVE, AND LOT A, EXCEPT THE SOUTH 10 FEET THEREOF, BLOCK B, MEADOWBROOK ACRES, A SUBDIVISION IN THE CITY OF PRAIRIE VILLAGE, JOHNSON COUNTY, KANSAS;

AND ALL OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION THIRTY-THREE (33) TOWNSHIP TWELVE (12) RANGE TWENTY-FIVE (25) IN THE CITY OF PRAIRIE VILLAGE, JOHNSON COUNTY, KANSAS, EXCEPT THAT PART PLATTED AS MEADOWBROOK ACRES; AND EXCEPT THE SOUTH 40 FEET THEREOF IN 95TH STREET; AND EXCEPT THE WEST 30 FEET THEREOF IN NALL AVENUE;

AND EXCEPT A TRACT DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 12 SOUTH, RANGE 25 EAST, JOHNSON COUNTY, KANSAS; THENCE NORTH 0° 00' 00" EAST ALONG THE WEST LINE OF SAID SECTION 33, A DISTANCE OF 700.00 FEET TO A POINT; THENCE SOUTH 83° 50' 00" EAST A DISTANCE OF 1,030.00 FEET TO A POINT; THENCE SOUTH 65° 35' 00" EAST, A DISTANCE OF 375.00 FEET TO A POINT; THENCE SOUTH 0° 00' 00" WEST, A DISTANCE OF 429.24 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 33; THENCE SOUTH 89° 47' 09" WEST ALONG THE SOUTH LINE OF SAID SECTION 33 A DISTANCE OF 1,365.51 FEET TO THE PLACE OF BEGINNING;

AND EXCEPT A TRACT DESCRIBED AS FOLLOWS: ALL THAT PART OF THE SOUTHWEST ¼ OF SECTION 33, TOWNSHIP 12 SOUTH, RANGE 25 EAST, NOW IN THE CITY OF PRAIRIE VILLAGE, JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST ¼ OF SAID SECTION 33, THENCE SOUTH 89° 47' 09" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST ¼ OF SECTION 33, A DISTANCE OF 676.70 FEET, TO THE TRUE POINT OF BEGINNING OF SUBJECT TRACT; THENCE CONTINUING SOUTH 89° 47' 09" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 33, A DISTANCE OF 605 FEET; THENCE NORTH 0° 00' 00" EAST, A DISTANCE OF 240 FEET; THENCE NORTH 89° 47' 09" EAST ALONG A LINE PARALLEL TO THE SOUTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 33, A DISTANCE OF 490 FEET; THENCE SOUTH 25° 38' 32" EAST, A DISTANCE OF 265.74 FEET TO THE TRUE POINT OF BEGINNING OF SUBJECT TRACT;

ALSO: A PART OF THE NORTHWEST ¼ OF SECTION 33, TOWNSHIP 12, RANGE 25, JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE AND 88.86 FEET EAST OF THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF SAID SECTION 33; THENCE NORTH 75° EAST, ALONG THE SOUTH LINE OF SOMERSET DRIVE, AS ESTABLISHED BY THE PLAT OF WEST RIDING, A SUBDIVISION OF LAND NOW IN THE CITY OF PRAIRIE VILLAGE, JOHNSON COUNTY, KANSAS, A DISTANCE OF 454.01 FEET, TO A POINT OF CURVATURE; THENCE NORTHEASTERLY, ALONG THE SOUTH LINE OF SAID SOMERSET DRIVE, SAID SOUTH LINE BEING ON A CURVE TO THE LEFT HAVING A RADIUS OF 640 FEET, A DISTANCE OF 176.13 FEET; THENCE SOUTH 11° 43' 23" EAST, A DISTANCE OF 183.42 FEET, TO A POINT ON THE SOUTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 33; THENCE SOUTH 89° 26' 38" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 33, A DISTANCE OF 637.59 FEET, TO THE POINT OF BEGINNING.

EXHIBIT B

Legal Description of the Park Property

All that part of Lots 1 and 2 and Lots 7 thru 12 and Lot A, except the South 10.00 feet and All of Lots 3 thru 6 of Block B, MEADOWBROOK ACRES, a platted subdivision of land and all that part of the Southwest Quarter of Section 33, Township 12 South, Range 25 East, in the City of Prairie Village, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter of said Section 33; thence S 87°40'29" W, along the South line of the Southwest Quarter of said Section 33, a distance of 30.00 feet to a point on the East line of said Lot A, Block B; thence N 1°50'49" W, along a line 30.00 feet West of and parallel with the East line of the Southwest Quarter of said Section 33, a distance of 40.00 feet to a point on the Northerly right-of-way line of 95th Street, as now established, said point also being the point of beginning; thence S 87°40'29" W, along the North right-of-way line of said 95th Street and being 40.00 feet North of and parallel with the South line of the Southwest Quarter of said Section 33, a distance of 590.23 feet to a point on the East line of a Deed, as recorded in the Johnson County Register of Deeds Office in Book 201311 at Page 006875; thence Northerly, Northwesterly and Westerly along the East, Northeast and North lines of said Deed for the following five (5) courses; thence N 2°06'14" W, a distance of 157.50 feet; thence N 48°59'31" W, a distance of 43.24 feet; thence S 87°40'29" W, a distance of 120.50 feet; thence N 27°56'01" W, a distance of 14.23 feet; thence S 87°40'29" W, a distance of 15.01 feet to the Northeast plat corner of GREENVIEW PLACE, a platted subdivision of land in the City of Prairie Village, Johnson County, Kansas; thence continuing S 87°40'29" W (platted S 89°47'09" W), along the North plat line of said GREENVIEW PLACE, a distance of 490.00 feet to the Northwest plat corner of said GREENVIEW PLACE, said Northwest plat corner also being a point on the East line of a Survey of Improvements as recorded in the Johnson County register of Deeds Office in book 1013 at page 383; thence N 2°06'14" W (surveyed N 0°00'00" E), a distance of 161.30 feet; thence N 22°14'50" E, a distance of 40.28 feet; thence N 67°41'14" W, a distance of 62.00 feet; thence S 22°14'50" W, a distance of 15.00 feet to a point on the Northerly line of a deed recorded in the Johnson County Register of Deeds Office in book 6242 at page 978; thence N 67°41'14" W (Deeded N 65°35'00" W), along the Northerly line of said deed, a distance of 85.57 feet; thence Northerly on a curve to the left, said curve having an initial tangent bearing of N 5°31'37" E and a radius of 325.00 feet, an arc distance of 231.41 feet; thence N 35°16'13" W, a distance of 58.93 feet; thence Northwesterly on a curve to the right, said curve being tangent to the last described course and having a radius of 291.00 feet, an arc distance of 137.75 feet; thence Northerly on a curve to the left, said curve being tangent to the last described course and having a radius of 520.00 feet, an arc distance of 38.35 feet; thence N 12°22'24" W, a distance of 161.04 feet; thence Northwesterly on a curve to the left, said curve being tangent to the last described course and having a radius of 520.00 feet, an arc distance of 32.48 feet; thence N 15°57'08" W, a distance of 99.30 feet; thence Northwesterly on a curve to the left, said curve being tangent to the last described course and having a radius of 210.00 feet, an arc distance of 82.46 feet; thence N 38°27'04" W, a distance of 263.82 feet; thence Northwesterly on a curve to the left, said curve being tangent to the last described course and having a radius of 200.00 feet, an arc distance of 47.31 feet; thence N 52°00'20" W, a distance of 15.96 feet; thence Northwesterly on a curve to the right, said curve being tangent to the last described course and having a radius of 160.00 feet, an arc distance of 56.83 feet; thence Northeasterly on a curve to the right, said curve having an initial tangent bearing of N 61°12'26" E and a radius of 267.47 feet, an arc distance of 55.09 feet; thence Easterly on a curve to the right, said curve being tangent to the last described course and having a radius of 85.00 feet, an arc distance of 45.67 feet; thence Easterly on a curve to the left, said curve being tangent to the last described course and having a radius of 135.79 feet, an arc distance of 160.95 feet; thence Northeasterly on a curve to the right, said curve being tangent to the last described course and having a radius of 70.00 feet, an arc distance of 51.19 feet; thence Easterly on a

curve to the right, said curve being tangent to the last described course and having a radius of 479.59 feet, an arc distance of 167.76 feet; thence S 31°02'03" E, a distance of 525.22 feet; thence S 42°05'17" E, a distance of 187.42 feet; thence Southeasterly on a curve to the left, said curve being tangent to the last described course and having a radius of 210.00 feet, an arc distance of 175.61 feet; thence N 90°00'00" E, a distance of 58.60 feet; thence Easterly on a curve to the right, said curve being tangent to the last described course and having a radius of 160.00 feet, an arc distance of 56.44 feet; thence S 43°15'03" W, a distance of 187.59 feet; thence S 46°44'57" E, a distance of 260.00 feet; thence S 73°30'05" E, a distance of 89.85 feet; thence S 64°07'33" E, a distance of 260.00 feet; thence S 42°37'29" E, a distance of 76.34 feet; thence S 75°24'44" E, a distance of 140.00 feet; thence N 14°35'16" E, a distance of 281.19 feet; thence N 1°44'24" W, a distance of 430.62 feet; thence N 0°15'29" W, a distance of 60.14 feet; thence N 14°48'03" E, a distance of 59.96 feet; thence N 11°51'43" E, a distance of 59.86 feet; thence N 00°40'00" W, a distance of 59.97 feet; thence N 1°49'44" W, a distance of 60.00 feet; thence N 23°07'43" W, a distance of 132.03 feet; thence N 65°02'30" W, a distance of 110.25 feet; thence N 1°50'49" W, a distance of 330.98 feet; thence S 88°09'11" W, a distance of 660.56 feet; thence Northeasterly, Easterly and Southeasterly on a curve to the right, said curve having an initial tangent bearing of N 33°41'13" E and a radius of 160.00 feet, an arc distance of 195.81 feet; thence Southeasterly on a curve to the left, said curve being tangent to the last described course and having a radius of 1,025.00 feet, an arc distance of 262.12 feet; thence Northeasterly on a curve to the left, said curve being tangent to the last described course and having a radius of 210.00 feet, an arc distance of 283.89 feet; thence N 11°42'03" E, a distance of 323.83 feet; thence Northeasterly on a curve to the right, said curve being tangent to the last described course and having a radius of 160.00 feet, an arc distance of 169.61 feet; thence N 72°26'22" E, a distance of 71.21 feet to a point on the East line of said Lots 1 through 12 and Lot A, Block B and being 30.00 feet West of the East line of the Southeast Quarter of said Section 33; thence S 1°50'49" E, along the East line of said Lots 1 through 12 and Lot A, Block B and being 30.00 feet West of and parallel with the East line of the Southeast Quarter of said Section 33, a distance of 2,506.59 feet to the point of beginning, containing 34.2588 acres, more or less.

together with

Part of Lots 1 of Block B, MEADOWBROOK ACRES, a platted subdivision of land and all that part of the West half of Section 33, Township 12 South, Range 25 East, in the City of Prairie Village, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of the Southwest Quarter of said Section 33, thence S 2°06'14" E, along the West line of the Southwest Quarter of said Section 33, a distance of 43.04 feet; thence N 87°53'46" E, a distance of 30.00 feet to the intersection of the Southerly right-of-way line of Somerset Drive and the Easterly right-of-way line of Nall Avenue, both as now established, said point also being the point of beginning; thence along the Southerly right-of-way line of said Somerset Drive, for the following six (6) courses; thence Northerly, Northeasterly and Easterly on a curve to the right, said curve having an initial tangent bearing of N 9°58'39" E and a radius of 34.00 feet, an arc distance of 46.05 feet; thence N 87°34'46" E, a distance of 0.89 feet; thence Easterly on a curve to the left, said curve being tangent to the last described course and having a radius of 621.00 feet, an arc distance of 333.05 feet; thence Northeasterly on a curve to the right, said curve being tangent to the last described course and having a radius of 579.00 feet, an arc distance of 15.45 feet to a point on the Southerly plat line of WEST RIDING, a platted subdivision of land in the City of Prairie Village, Johnson County, Kansas; thence along the Southerly plat line of said WEST RIDING, for the following two (2) courses; thence N 73°10'54" E, a distance of 138.40 feet; thence Northeasterly on a curve to the left, said curve being tangent to the last described course and having a radius of 640.00 feet, an arc distance of 176.13 feet to a point on the West plat line of WEST RIDING, 2ND PLAT, a platted subdivision of land in the City of Prairie Village, Johnson County, Kansas; thence S 13°32'29" E (platted S 11°43'23" E), along the West

plat line of said WEST RIDING, 2ND PLAT, a distance of 183.42 feet to the Southwest plat corner of said WEST RIDING, 2ND PLAT; thence N 87°37'32" E (platted N 89°26'38" E), along the South plat line of said WEST RIDING, 2ND PLAT and the North plat line of said MEADOWBROOK ACRES, a distance of 1904.29 feet to the Northeast corner of Lot 1, said MEADOWBROOK ACRES, said Northeast corner also being 30.00 feet West of the Northeast corner of the Southwest Quarter of said Section 33; thence S 1°50'49" E, along the East line of said Lot 1, Block B, said East line being 30.00 feet West of and parallel with the East line of the Southwest Quarter of said Section 33, a distance of 54.21 feet; thence S 72°26'22" W, a distance of 85.28 feet; thence Southwesterly on a curve to the left, said curve being tangent to the last described course and having a radius of 210.00 feet, an arc distance of 222.62 feet; thence S 11°42'03" W, a distance of 323.83 feet; thence Southwesterly on a curve to the right, said curve being tangent to the last described course and having a radius of 160.00 feet, an arc distance of 216.29 feet; thence Westerly on a curve to the right, said curve being tangent to the last described course and having a radius of 975.00 feet, an arc distance of 249.33 feet; thence Southwesterly on a curve to the left, said curve being tangent to the last described course and having a radius of 210.00 feet, an arc distance of 387.22 feet; thence S 1°50'49" E, a distance of 62.07 feet; thence S 88°09'11" W, a distance of 45.15 feet; thence Westerly on a curve to the left, said curve being tangent to the last described course and having a radius of 562.89 feet, an arc distance of 84.71 feet; thence Westerly on a curve to the right, said curve being tangent to the last described course and having a radius of 444.50 feet, an arc distance of 199.48 feet; thence Westerly on a curve to the left, said curve being tangent to the last described course and having a radius of 599.59 feet, an arc distance of 334.74 feet; thence Westerly on a curve to the right, said curve being tangent to the last described course and having a radius of 70.00 feet, an arc distance of 34.52 feet; thence Westerly on a curve to the left, said curve being tangent to the last described course and having a radius of 124.17 feet, an arc distance of 132.73 feet; thence Southwesterly on a curve to the right, said curve being tangent to the last described course and having a radius of 100.00 feet, an arc distance of 55.53 feet; thence Southwesterly on a curve to the left, said curve being tangent to the last described course and having a radius of 387.47 feet, an arc distance of 175.65 feet; thence Southwesterly on a curve to the right, said curve being tangent to the last described course and having a radius of 180.27 feet, an arc distance of 88.04 feet; thence S 74°05'30" W, a distance of 185.25 feet; thence Westerly on a curve to the right, said curve being tangent to the last described course and having a radius of 444.65 feet, an arc distance of 115.38 feet; thence S 88°57'33" W, a distance of 222.66 feet; thence N 02°06'14" W, a distance of 50.01 feet; thence N 4°57'47" W, a distance of 300.69 feet to a point on the Easterly right-of-way line of said Nall Avenue; thence N 2°06'14" W, along the Easterly right-of-way line of said Nall Avenue, a distance of 711.66 feet to the point of beginning, containing 48.0018 acres, more or less.

[To be replatted as Tracts T and Y of Meadowbrook Park, a subdivision in the City of Prairie Village, Johnson County, Kansas.]

RIGHT-OF-WAY MAINTENANCE DECLARATION

THIS RIGHT-OF-WAY MAINTENANCE DECLARATION (this “**Declaration**”) is made as of _____, 2016 (the “**Effective Date**”) by **MB-18, LLC**, a Kansas limited liability company (“**MB-18**”).

RECITALS

A. MB-18 is the owner of certain real property located in the City of Prairie Village, Kansas (the “**City**”) and legally described on Exhibit A (the “**Parkway ROW**”).

B. On September 8, 2015, the governing body of the City approved Ordinance No. 2337, which established a redevelopment district pursuant to K.S.A. § 12-1770 *et seq.*, as amended, known as the Meadowbrook Redevelopment District, which is located within the City.

C. On December 21, 2015, the governing body of the City approved Ordinance No. 2343, which approved a redevelopment project plan for a redevelopment project in an area within the Meadowbrook Redevelopment District legally described on Exhibit B (the “**Project Area**”).

D. In connection with such project, the City and MB-18 entered into that certain Development Agreement dated December 21, 2015 (the “**Development Agreement**”).

E. The Parkway ROW is located within the Project Area.

F. One of the requirements of the Development Agreement is that the owner’s association of the Private Development Site located within the Project Area will maintain medians located on the Parkway ROW at its expense, including costs of mowing and irrigation (the “**Maintenance Obligation**”).

G. On March 4, 2016, MB-18 filed with the City the final plat of Meadowbrook Park (the “**Plat**”) prepared by Phelps Engineering, Inc. The Plat identifies and dedicates right-of-way for Meadowbrook Parkway in the same location as the Parkway ROW. The Plat may or may not have been recorded by the Effective Date.

H. MB-18 will form an owners association (the “**Association**”) to govern the residential areas of the Plat. MB-18 desires to execute this Declaration to (i) obligate itself to perform the Maintenance Obligation at its cost, until such time as MB-18 assigns such obligation to the Association, (ii) to form the Association, and (iii) to obligate the Association, as its successor, to perform the Maintenance Obligation.

NOW, THEREFORE, MB-18 hereby declares as follows:

1. Maintenance Obligation. MB-18 shall perform the Maintenance Obligation at its cost.
2. Formation, Assignment and Assumption. MB-18 shall form the Association, shall assign the Maintenance Obligation to the Association, and shall cause the Association to assume the Maintenance Obligation by written agreement (the “**Assignment and Assumption Agreement**”) to be recorded in the office of the register of deeds of Johnson County, Kansas. MB-18 shall deliver a recorded copy of the Assignment and Assumption Agreement to the City. Upon such assignment and assumption, MB-18 shall have no further obligations or liability under this Declaration.

3. City Release. MB-18, on behalf of itself, and its successors and assigns, releases the City of any obligation to perform the Maintenance Obligation.

4. Run with the Land. Subject to the terms and conditions of this Agreement, the obligations of MB-18 and the Association and rights of the City shall run with the land, and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns.

5. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Kansas.

6. Captions. The captions of the Sections of this Agreement are inserted for convenience only and shall not be used in the interpretation or construction of any provisions of this Agreement.

7. Severability. If any provision of this Agreement is found to be invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such provision shall not affect the validity and enforceability of the remaining provisions hereof.

MB-18, LLC,
a Kansas limited liability company

By: _____
Name: David Harrison
Title: Manager

STATE OF _____)
) ss.
COUNTY OF _____)

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 David Harrison, Manager of **MB-18, LLC**, a Kansas limited liability company, 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 company, and such person duly acknowledged the execution of the same to be the free act and deed of said company.

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

Notary Public in and for said County and State
Print Name: _____

My Commission Expires:

EXHIBIT A
Legal Description of Parkway ROW

The parcel of land dedicated as a public street known as Meadowbrook Parkway on the Final Plat of Meadowbrook Park in the City of Prairie Village, Johnson County, Kansas

EXHIBIT B
Legal Description of Project Area

The following property located in Johnson County, Prairie Village, Kansas:

Park and Village Project Area:

LOTS 1 THROUGH 12, INCLUSIVE, AND LOT A, EXCEPT THE SOUTH 10 FEET THEREOF, BLOCK B, MEADOWBROOK ACRES, A SUBDIVISION IN THE CITY OF PRAIRIE VILLAGE, JOHNSON COUNTY, KANSAS;

AND ALL OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION THIRTY-THREE (33) TOWNSHIP TWELVE (12) RANGE TWENTY-FIVE (25) IN THE CITY OF PRAIRIE VILLAGE, JOHNSON COUNTY, KANSAS, EXCEPT THAT PART PLATTED AS MEADOWBROOK ACRES; AND EXCEPT THE SOUTH 40 FEET THEREOF IN 95TH STREET; AND EXCEPT THE WEST 30 FEET THEREOF IN NALL AVENUE;

AND EXCEPT A TRACT DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 12 SOUTH, RANGE 25 EAST, JOHNSON COUNTY, KANSAS; THENCE NORTH 0° 00' 00" EAST ALONG THE WEST LINE OF SAID SECTION 33, A DISTANCE OF 700.00 FEET TO A POINT; THENCE SOUTH 83° 50' 00" EAST A DISTANCE OF 1,030.00 FEET TO A POINT; THENCE SOUTH 65° 35' 00" EAST, A DISTANCE OF 375.00 FEET TO A POINT; THENCE SOUTH 0° 00' 00" WEST, A DISTANCE OF 429.24 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 33; THENCE SOUTH 89° 47' 09" WEST ALONG THE SOUTH LINE OF SAID SECTION 33 A DISTANCE OF 1,365.51 FEET TO THE PLACE OF BEGINNING;

AND EXCEPT A TRACT DESCRIBED AS FOLLOWS: ALL THAT PART OF THE SOUTHWEST ¼ OF SECTION 33, TOWNSHIP 12 SOUTH, RANGE 25 EAST, NOW IN THE CITY OF PRAIRIE VILLAGE, JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST ¼ OF SAID SECTION 33, THENCE SOUTH 89° 47' 09" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST ¼ OF SECTION 33, A DISTANCE OF 676.70 FEET, TO THE TRUE POINT OF BEGINNING OF SUBJECT TRACT; THENCE CONTINUING SOUTH 89° 47' 09" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 33, A DISTANCE OF 605 FEET; THENCE NORTH 0° 00' 00" EAST, A DISTANCE OF 240 FEET; THENCE NORTH 89° 47' 09" EAST ALONG A LINE PARALLEL TO THE SOUTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 33, A DISTANCE OF 490 FEET; THENCE SOUTH 25° 38' 32" EAST, A DISTANCE OF 265.74 FEET TO THE TRUE POINT OF BEGINNING OF SUBJECT TRACT;

ALSO: A PART OF THE NORTHWEST ¼ OF SECTION 33, TOWNSHIP 12, RANGE 25, JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE AND 88.86 FEET EAST OF THE

SOUTHWEST CORNER OF THE NORTHWEST ¼ OF SAID SECTION 33; THENCE NORTH 75° EAST, ALONG THE SOUTH LINE OF SOMERSET DRIVE, AS ESTABLISHED BY THE PLAT OF WEST RIDING, A SUBDIVISION OF LAND NOW IN THE CITY OF PRAIRIE VILLAGE, JOHNSON COUNTY, KANSAS, A DISTANCE OF 454.01 FEET, TO A POINT OF CURVATURE; THENCE NORTHEASTERLY, ALONG THE SOUTH LINE OF SAID SOMERSET DRIVE, SAID SOUTH LINE BEING ON A CURVE TO THE LEFT HAVING A RADIUS OF 640 FEET, A DISTANCE OF 176.13 FEET; THENCE SOUTH 11° 43' 23" EAST, A DISTANCE OF 183.42 FEET, TO A POINT ON THE SOUTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 33; THENCE SOUTH 89° 26' 38" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 33, A DISTANCE OF 637.59 FEET, TO THE POINT OF BEGINNING.

CONSENT LETTER
PLANNED NEIGHBORHOOD UNITS

April 18, 2016

MB-18, LLC
4900 Main Street, Suite 400
Kansas City, MO 64112

This will confirm that the Certificate of Planned Neighborhood Units (“Certificate”) attached hereto and as Exhibit I to the Development Agreement dated December 21, 2015 between the City of Prairie Village, Kansas and MB-18, LLC is approved by the Governing Body of the City. Please countersign below to confirm approval of the Certificate by MB-18, LLC.

CITY OF PRAIRIE VILLAGE, KANSAS

Laura Wassmer, Mayor

Acknowledged:

MB-18, LLC,
a Kansas limited liability company

By: _____
Name: David Harrison
Title: Manager
Dated: _____

EXHIBIT I

CERTIFICATE OF PLANNED NEIGHBORHOOD UNITS

The undersigned, a duly-authorized representative of the Developer, hereby certifies that the following Planned Neighborhood Units are complete, as defined in Section 8.01 of the Agreement, as of the date below. (Check all that apply.)

APARTMENTS (Target: 280 units)

_____ Apartment units certified for occupancy

All construction is complete and 90% threshold (252 units) is met through demonstration of certificates of occupancy on or before 4/30/2018.

INN (Residential) (Target: 44 units)

_____ Rooms available for transient occupancy

All construction is complete and 90% threshold (40 rooms) is met through demonstration of certificates of occupancy on or before 12/31/2017.

INN (Retail) (Target: 5,000 sf)

_____ Square feet of retail space available for rental

- All construction of shell space, but not any tenant improvements, is complete, and 90% threshold (4,500 sq. ft.) is met through demonstration of certificates of occupancy on or before 12/31/2017.

SINGLE FAMILY HOME SITES (Target: 53 sites)†

- _____
_____ Construction-ready single-family home sites completed

- At least 27 sites completed on or before the date which is later of (a) the date which is nine (9) months after the issuance of TIF Bonds, and (b) six (6) months after the date that Public Works Department of City is willing to issue a drainage permit for the Single Family Home Sites construction ready site works.

- At least 48 sites completed on or before 12/31/2017

- All construction is complete and 90% threshold (48 sites) is available for single-family home construction.

TOWNHOMES (Target: 70 units)

- _____
_____ Construction-ready townhome sites completed (show total units that will be supported by these sites)

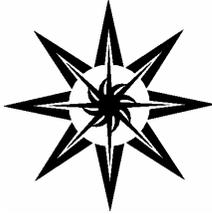
- Construction-ready sites supporting at least 63 townhome units complete on or before 12/31/2017

† With respect to the Single Family Site and the Townhomes Site, “completed” means that all horizontal improvements necessary to permit immediate construction of a Single Family Home or Townhome, respectively, are complete, in place and the site is immediately eligible for a building permit.

I represent that I am the _____ (title) of the Developer and am duly-authorized to make this certification on its behalf. All certifications made herein are true and verifiable. I will provide supporting documentation to the City within two business days of request to evidence the certifications herein.

By:

Date



Consider approval of Bond Sale Resolution (Meadowbrook Park)

Motions:

Consider approval of a resolution authorizing:

- (1) Offering for sale of General Obligation Bonds (Meadowbrook TIF Project), Series 2016A, and
- (2) Approving the private placement of Special Obligation Revenue Bonds (Meadowbrook TIF Project), series 2016B, of the City of Prairie Village, Kansas.

Background:

The developer agreement for Meadowbrook Park development outlines the structure for the financing of the public improvements associated with the project. The financial structure includes the issuance of General Obligation and Special Obligation TIF bonds. Attached are the required documents for the preparation, bid and sale of the bonds.

Gary Anderson of Gilmore & Bell will be present at the meetings on Monday, April 18th to present and discuss the bond resolution and bond structure.

Attachments:

- Bond Sale Resolution

Prepared By:

Quinn Bennion
City Administrator – April 14, 2016

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF PRAIRIE VILLAGE, KANSAS
HELD ON APRIL 18, 2016**

The governing body (the "Governing Body") met in regular session at the usual meeting place in the City, at 7:30 p.m., the following members being present and participating, to-wit:

_____.

Absent: _____.

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

* * * * *

(Other Proceedings)

The matter of providing for the offering for sale of General Obligation Bonds (Meadowbrook TIF Project), Series 2016A, and private placement of Special Obligation Revenue Bonds (Meadowbrook TIF Project), Series 2016B, came on for consideration and was discussed.

Councilmember _____ presented and moved the adoption of a Resolution entitled:

A RESOLUTION AUTHORIZING (1) OFFERING FOR SALE OF GENERAL OBLIGATION BONDS (MEADOWBROOK TIF PROJECT), SERIES 2016A, AND (2) APPROVING THE PRIVATE PLACEMENT OF SPECIAL OBLIGATION REVENUE BONDS (MEADOWBROOK TIF PROJECT), SERIES 2016B, OF THE CITY OF PRAIRIE VILLAGE, KANSAS.

Councilmember _____ seconded the motion to adopt the Resolution. Thereupon, the Resolution was read and considered, and, the question being put to a roll call vote, the vote thereon was as follows:

Aye: _____.

Nay: _____.

The Mayor declared the Resolution duly adopted by the Governing Body and the Clerk designated the same Resolution No. _____.

* * * * *

(Other Proceedings)

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CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the Governing Body of the City of Prairie Village, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING (1) OFFERING FOR SALE OF GENERAL OBLIGATION BONDS (MEADOWBROOK TIF PROJECT), SERIES 2016A, AND (2) APPROVING THE PRIVATE PLACEMENT OF SPECIAL OBLIGATION REVENUE BONDS (MEADOWBROOK TIF PROJECT), SERIES 2016B, OF THE CITY OF PRAIRIE VILLAGE, KANSAS.

WHEREAS, the City of Prairie Village, Kansas (the “Issuer”) is a first class city organized and existing under the constitution and laws of the State of Kansas; and

WHEREAS, the Issuer has the authority to adopt tax increment financing pursuant to K.S.A. 12-1770 *et seq.*, as amended (the “Act”); and

WHEREAS, the Issuer created a redevelopment district (the “Redevelopment District”) by the adoption of Ordinance No. 2337 on September 8, 2015 and publication on September 15, 2015, which Redevelopment District consists of two Project Areas (the “Park and Village Area” and the “Commercial Area”); and

WHEREAS, the Issuer adopted the redevelopment project plan for the Park and Village Area (the “Project Plan”) by the adoption of Ordinance No. 2343 on December 21, 2015 and publication on April 5, 2016.

WHEREAS, the approval of the Project Plan by the City has previously authorized certain redevelopment project costs (the “Improvements”):

<u>Project Description</u>	<u>Ordinance No.</u>	<u>Authority</u>	<u>Estimated Principal Amount of Bonds</u>
Meadowbrook TIF Project	Ordinance No. 2343	K.S.A. 12-1770 <i>et seq.</i>	\$19,305,000

WHEREAS, the Issuer proposes to issue its General Obligation Bonds (Meadowbrook TIF Project), Series 2016A (the “Series 2016A Bonds”) and its Special Obligation Revenue Bonds (Meadowbrook TIF Project), Series 2016B (the “Series 2016B Bonds”) to pay a portion of the costs of the Improvements; and

WHEREAS, the Issuer, has selected the firm of Columbia Capital Management, LLC, Overland Park, Kansas (“Financial Advisor”), as financial advisor for the Series 2016A Bonds and Series 2016B Bonds of the Issuer to be issued in order in order to provide funds to finance a portion of the Improvements; and

WHEREAS, the Issuer desires to authorize the Financial Advisor to proceed with the offering for sale of the Series 2016A Bonds and related activities; and

WHEREAS, one of the duties and responsibilities of the Issuer is to prepare and distribute a preliminary official statement relating to the Series 2016A Bonds; and

WHEREAS, the Issuer desires to authorize the Financial Advisor, in conjunction with the Clerk and Gilmore & Bell, P.C., the Issuer’s bond counsel (“Bond Counsel”), to proceed with the preparation and distribution of a preliminary official statement and notice of bond sale and to authorize the distribution thereof and all other preliminary action necessary to sell said Series 2016A Bonds; and

WHEREAS, the Issuer desires to proceed with the private placement of the Series 2016B Bonds and authorizes the Financial Advisor, Bonds Counsel and Issuer staff to proceed with negotiating the terms of the private placement of the Series 2016B Bonds.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF PRAIRIE VILLAGE, KANSAS, AS FOLLOWS:

Section 1. The Issuer is hereby authorized to offer for sale the Series 2016A Bonds. All proposals for the purchase of the Series 2016A Bonds shall be submitted upon the terms and conditions set forth in the Notice of Bond Sale, which is hereby approved in substantially the form presented to the governing body this date.

The Issuer is further authorized, in conjunction with the Financial Advisor and Bond Counsel, to negotiate the private placement of the Series 2016B and to present the terms of such private placement to the Governing Body.

All proposals for the purchase of the Series 2016A Bonds shall be delivered to the Governing Body at its meeting to be held on the sale date referenced in the Notice of Bond Sale, at which meeting the Governing Body shall review such proposals and award the sale of the Series 2016A Bonds or reject all proposals.

Section 2. The Mayor and Clerk, in conjunction with the Financial Advisor and Bond Counsel, are hereby authorized to cause to be prepared a Preliminary Official Statement relating to the Series 2016A Bonds, and such officials and other representatives of the Issuer are hereby authorized to use such document in connection with the sale of the Series 2016A Bonds.

Section 3. The Clerk, in conjunction with the Financial Advisor and Bond Counsel, is hereby authorized and directed to give notice of said bond sale for the Series 2016A Bonds by publishing a summary of the Notice of Bond Sale not less than 6 days before the date of the bond sale in a newspaper of general circulation in Johnson County, Kansas, and the *Kansas Register* and by distributing copies of the Notice of Bond Sale and Preliminary Official Statement to prospective purchasers of the Series 2016A Bonds.

Section 4. For the purpose of enabling the purchaser of the Series 2016A Bonds (the “Series 2016A Purchaser”) to comply with the requirements of Rule 15c2-12 of the Securities Exchange Commission (the “Rule”), the Mayor and Clerk or other appropriate officers of the Issuer are hereby authorized: (a) to approve the form of said Preliminary Official Statement, and to execute the “Certificate Deeming Preliminary Official Statement Final” in substantially the form attached hereto as *Exhibit A*, as approval of the Preliminary Official Statement, such official's signature thereon being conclusive evidence of such official's and the Issuer's approval thereof; (b) covenant to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the Rule to the Municipal Securities Rulemaking Board; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Series 2016A Purchaser to comply with the requirement of the Rule.

Section 5. The Issuer agrees to provide to the Series 2016A Purchaser within seven business days of the date of the sale of Series 2016A Bonds or within sufficient time to accompany any confirmation that requests payment from any customer of the Series 2016A Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Series 2016A Purchaser to comply

with the requirements of Rule 15c2-12(3) and (4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 6. The Issuer hereby appoints Commerce Bank, Kansas City, Missouri, as Placement Agent for the Series 2016B Bonds.

Section 7. The Mayor, Clerk and the other officers and representatives of the Issuer, the Financial Advisor and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to carry out the sale of the Bonds.

Section 8. This Resolution shall be in full force and effect from and after its adoption.

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ADOPTED by the governing body on April 18, 2016.

(SEAL)

Mayor

ATTEST:

Clerk

EXHIBIT A

**CERTIFICATE DEEMING
PRELIMINARY OFFICIAL STATEMENT FINAL**

_____, 2016

To: _____

Re: City of Prairie Village, Kansas, General Obligation Bonds (Meadowbrook TIF Project), Series 2016A

Ladies and Gentlemen:

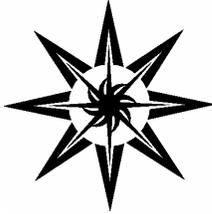
The undersigneds are the duly acting Mayor and Clerk of the City of Prairie Village, Kansas (the “Issuer”), and are authorized to deliver this Certificate to the addressee (the “Purchaser”) on behalf of the Issuer. The Issuer has heretofore caused to be delivered to the Purchaser copies of the Preliminary Official Statement (the “Preliminary Official Statement”), relating to the above-referenced bonds (the “Bonds”).

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the “Rule”), the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be final as of its date, except for the omission of such information as is permitted by the Rule, such as offering prices, interest rates, selling compensation, aggregate principal amount, principal per maturity, delivery dates, ratings, identity of the underwriters and other terms of the Bonds depending on such matters.

CITY OF PRAIRIE VILLAGE, KANSAS

By: _____
Title: Mayor

By: _____
Title: Clerk



Consider approval of Bond purchase agreement SO TIF bonds (Meadowbrook Park)

Motion:

Consider approval of a bond purchase agreement between the City of Prairie Village and Van Tuyl Family 2012 Irrevocable Trust for the purchase of Special Obligation Revenue Bonds (Meadowbrook TIF project).

Background:

The developer agreement for Meadowbrook Park development outlines the structure for the financing of the public improvements associated with the project. The financial structure includes the issuance of General Obligation and Special Obligation TIF bonds.

Gary Anderson of Gilmore & Bell will be present at the meetings on Monday, April 18th to present and discuss the Special Obligation Bond agreement and structure.

Attachments:

- Bond purchase agreement for the SO TIF Bonds – draft version dated April 13, 2016

Prepared By:

Quinn Bennion

City Administrator – April 14, 2016

BOND PURCHASE AGREEMENT

BETWEEN

THE CITY OF PRAIRIE VILLAGE, KANSAS

AND

**VAN TUYL FAMILY 2012 IRREVOCABLE TRUST FBO LARRY VAN TUYL
KANSAS CITY, MISSOURI**

\$(PRINCIPAL AMOUNT)

**SPECIAL OBLIGATION REVENUE BONDS
(MEADOWBROOK TIF PROJECT)**

SERIES 2016B

DATED AS OF MAY 2, 2016

§[PRINCIPAL AMOUNT]
CITY OF PRAIRIE VILLAGE, KANSAS
SPECIAL OBLIGATION REVENUE BONDS
(MEADOWBROOK TIF PROJECT)
SERIES 2016B

MAY 2, 2016

BOND PURCHASE AGREEMENT

On the basis of the representations, warranties and covenants and upon the terms and conditions contained in this Bond Purchase Agreement, the Van Tuyl Family 2012 Irrevocable Trust fbo Larry Van Tuyl, Kansas City, Missouri (the "Purchaser"), hereby offers to purchase all (but not less than all) of the above-described bonds (the "Bonds") to be issued by the City of Prairie Village, Kansas (the "Issuer"), under and pursuant to an Ordinance to be passed by the governing body of the Issuer (the "Governing Body") on this date (the "Bond Ordinance"). All capitalized terms not specifically defined herein shall have the same meaning as defined in the Bond Ordinance or the Bond Trust Indenture between the Issuer and Commerce Bank, dated as of April 1, 2016 (the "Bond Indenture"), unless some other meaning is plainly indicated.

This offer is made subject to acceptance of this Bond Purchase Agreement by or on behalf of the Governing Body on or before 10:00 p.m., applicable Central time, on this date (the "Sale Date").

SECTION 1. PURCHASE, SALE AND DELIVERY OF THE BONDS

(a) On the basis of the representations, warranties and covenants contained herein and in the other agreements and documents referred to herein, and subject to the terms and conditions herein set forth, the Purchaser agrees to purchase from the Issuer and the Issuer agrees to sell to the Purchaser the Bonds not later than 12:00 Noon, applicable Central time on May 17, 2016, or such other place, time or date as shall be mutually agreed upon by the Issuer and the Purchaser, at the purchase price set forth on *Exhibit A* attached hereto (the "Purchase Price"). The date of such delivery and payment is herein called the "Closing Date," the hour and date of such delivery and payment is herein called the "Closing Time" and the transactions to be accomplished for delivery of the Bonds on the Closing Date shall be herein called the "Closing." The Bonds shall be issued under and secured as provided in the Bond Indenture and the Bonds shall have the maturities and interest rates as set forth therein and on *Exhibit A* attached hereto, which also contains a summary of the redemption provisions of the Bonds. The Bonds shall contain such other provisions as are described in the Bond Indenture.

(b) The Issuer acknowledges and agrees that: (1) the purchase and sale of the Bonds pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the Issuer and the Purchaser; (2) in connection with such transaction, the Purchaser is acting solely as a principal and not as an agent or a fiduciary of the Issuer; (3) the Purchaser has not assumed (individually or collectively) a fiduciary responsibility in favor of the Issuer with respect to the offering of the Bonds or the process leading thereto (whether or not the Purchaser, or any affiliate of the Purchaser, has advised or is currently advising the Issuer on other matters) or any other obligation to the Issuer except with respect to the obligations expressly set forth in this Bond Purchase Agreement; and (4) the Issuer has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Bonds.

(c) Payment of the Purchase Price for the Bonds shall be made by federal wire transfer in immediately available federal funds, payable to the order of a financial institution to be designated by the Issuer for the account of the Issuer on or before the Closing Time on the Closing Date. Upon such payment, the Bonds shall be delivered and released upon the instructions of the Purchaser.

(d) The delivery of the Bonds shall be made in definitive form, as fully registered bonds (in such denominations as the Purchaser shall specify in writing at least 48 hours prior to the Closing Time) duly executed and authenticated; provided, however, that the Bonds may be delivered in temporary form. The Bonds shall be available for examination and packaging by the Purchaser at least 24 hours prior to the Closing Time.

SECTION 2. NO OFFICIAL STATEMENT

No official statement or other offering document has been prepared in connection with the sale of the Bonds.

SECTION 3. REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS OF THE PURCHASER

By the execution hereof the Purchaser hereby represents, warrants and agrees with the Issuer that as of the date hereof and at the Closing Time:

(a) Purchaser is a irrevocable family trust with its principal corporate offices located in Kansas City, Missouri, and, pursuant to all necessary corporate action, is authorized to purchase the Bonds and to execute and perform this Bond Purchase Agreement.

(b) Purchaser is knowledgeable and experienced in financial and business matters and is capable of evaluating investment merit and risks associated with its purchase of the Bonds. The Purchaser has been furnished and has reviewed the provisions of the Bond Indenture relating to the authorization of and security for payment of the Bonds. Prior to the execution hereof, Purchaser also obtained and examined such financial records and information necessary in order to enable itself to fully evaluate the terms and provisions of the Bonds and of the Bond Indenture authorizing their issuance and providing for the payment thereof and the financial and investment merits and risks associated with the purchase of the Bonds. On the basis of such information materials and Purchaser's investigation, Purchaser has made the decision to purchase the Bonds and has not relied upon any representations of the Issuer or any of its officers or employees with respect to the Bonds.

(c) Purchaser is purchasing the Bonds as an investment for its own account and not with a view to the sale, redistribution or other disposition thereof in the ordinary course of business in a transaction not amounting to a public offering as contemplated by Section 4(2) of the Securities Act of 1933, as amended (the "1933 Act"). Purchaser acknowledges that the Bonds will not be registered under the 1933 Act or any applicable state securities law and Purchaser represents that it is a Qualified Institutional Buyer and acknowledges and understands that the Bonds may only be transferred to other Qualified Institutional Buyers in accordance with the provisions of the Bond Indenture.

(d) Purchaser agrees to execute and deliver to the Issuer the Investment Letter on the Closing Date in substantially the form of Exhibit F to the Bond Indenture.

(e) The federal employer identification number of the Purchaser is 37-6588944.

SECTION 4. ISSUER'S REPRESENTATIONS AND WARRANTIES

By the Issuer's acceptance hereof the Issuer hereby represents and warrants to, and agrees with, the Purchaser that as of the date hereof and at the Closing Time:

(a) The Issuer is a municipal corporation duly organized under the laws of the State of Kansas (the "State").

(b) The Issuer has complied with all provisions of the Constitution and laws of the State and has full power and authority to consummate all transactions contemplated by the Bond Indenture and this Bond Purchase Agreement, and all other agreements relating thereto.

(c) The Issuer has duly authorized by all necessary action to be taken by the Issuer: (1) the adoption and performance of the Bond Ordinance; (2) the execution, delivery and performance of this Bond Purchase Agreement; (3) the execution and performance of any and all such other agreements and documents as may be required to be executed, delivered and performed by the Issuer in order to carry out, give effect to and consummate the transactions contemplated by the Bond Ordinance, the Bond Indenture and this Bond Purchase Agreement; and (4) the carrying out, giving effect to and consummation of the transactions contemplated by the Bond Ordinance, Bond Indenture and this Bond Purchase Agreement. Executed counterparts of the Bond Indenture and all such other agreements and documents specified herein will be made available to the Purchaser by the Issuer at the Closing Time.

(d) The Bond Ordinance, the Bond Indenture and this Bond Purchase Agreement, when executed and delivered by the Issuer, will be the legal, valid and binding obligations of the Issuer enforceable in accordance with their terms, except to the extent that enforcement thereof may be limited by any applicable bankruptcy, reorganization, insolvency, moratorium or other law or laws affecting the enforcement of creditors' rights generally or against entities such as the Issuer and further subject to the availability of equitable remedies.

(e) The Bonds have been duly authorized by the Issuer, and when issued, delivered and paid for as provided for herein and in the Bond Indenture, will have been duly executed, authenticated, issued and delivered and will constitute valid and binding special obligations of the Issuer enforceable in accordance with their terms and entitled to the benefits and security of the Bond Indenture (subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other law or laws affecting the enforcement of creditors' rights generally or against entities such as the Issuer and further subject to the availability of equitable remedies). The Bonds will not pledge the full faith and credit of the State or any political subdivision thereof, including the Issuer, nor shall they be secured by a lien against any of their respective properties, except as provided for in the Bond Indenture. The Bonds shall be limited obligations of the Issuer payable solely out of the Trust Estate, as defined in the Bond Indenture. The Bonds shall not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provision, limitation or restriction.

(f) The execution and delivery of the Bond Ordinance, the Bond Indenture, this Bond Purchase Agreement and the Bonds, and compliance with the provisions thereof, will not conflict with or constitute on the part of the Issuer a violation or breach of, or a default under, any existing law, regulation, court or administrative decree or order, or any agreement, ordinance, resolution, mortgage, lease or other instrument to which it is subject or by which it is or may be bound.

(g) The Issuer is not, or with the giving of notice or lapse of time or both would not be, in violation of or in default under its organizational documents or any indenture, mortgage, deed of trust, loan agreement, bonds or other agreement or instrument to which the Issuer is a party or by which it is or may be bound, except for violations and defaults which individually and in the aggregate are not material

to the Issuer and will not be material to the beneficial owners of the Bonds. As of the Closing Time, no event will have occurred and be continuing which with the lapse of time or the giving of notice, or both, would constitute an event of default under the Bond Ordinance, the Bond Indenture or the Bonds.

(h) The financial statements of the Issuer presented to the Purchaser, except as noted therein, present fairly and accurately the financial condition of the Issuer as of the dates indicated and the results of its operations for the periods specified, and such financial statements are prepared in conformity with generally accepted accounting principles consistently applied in all material respects for the periods involved. The Issuer has not, since the date of such financial statements, incurred any material liabilities and there has been no material adverse change in the condition of the Issuer, financial or otherwise, other than as set forth in such financial statements.

Any certificate signed by any of the authorized officials of the Issuer and delivered to the Purchaser in connection with the Closing shall be deemed a representation and warranty by the Issuer to the Purchaser as to the statements made therein.

SECTION 5. COVENANTS AND AGREEMENTS OF THE ISSUER

The Issuer covenants and agrees with the Purchaser for the time period specified, and if no period is specified, for so long as any of the Bonds remain Outstanding, the proceeds of the Bonds will be used as provided in the Bond Indenture in accordance with the laws of the State.

SECTION 6. CONDITIONS TO THE PURCHASER'S OBLIGATIONS

The Purchaser's obligations hereunder shall be subject to the due performance by the Issuer of the Issuer's obligations and agreements to be performed hereunder at or prior to the Closing Time and to the accuracy of and compliance with the Issuer's representations and warranties contained herein, as of the date hereof and as of the Closing Time, and are also subject to the following conditions:

(a) The Issuer's General Obligation Bonds (Meadowbrook TIF Project), Series 2016A, shall close concurrently with the Bonds on the Closing Date.

(b) The Bond Ordinance, the Bond Indenture and the Bonds shall have been duly authorized, executed and delivered in the form approved by the Purchaser with only such changes therein as shall be mutually agreed upon by the Issuer and the Purchaser.

(c) The receipt by the parties of the approving opinion of Gilmore & Bell, P.C., Bond Counsel, with respect to the validity of the authorization and issuance of the Bonds.

Subsequent to Closing, the Purchaser shall receive a complete Transcript of the Proceedings relating to the issuance of the Bonds in CD-ROM format, which shall specifically include each of the foregoing documents.

SECTION 7. CONDITIONS TO THE ISSUER'S OBLIGATIONS

The obligations of the Issuer hereunder are subject to the Purchaser's performance of its obligations hereunder.

SECTION 8. THE PURCHASER'S RIGHT TO CANCEL

The Purchaser shall have the right to cancel the obligation hereunder to purchase the Bonds (such cancellation shall not constitute a default for purposes of *Section 1* hereof) by notifying the Issuer in writing or by facsimile of its election to make such cancellation prior to the Closing Time, if at any time after the execution of this Bond Purchase Agreement and prior to the Closing Time, the market price or marketability of the Bonds, or the ability of the Purchaser to enforce contracts for the sale of the Bonds, shall be materially adversely affected by any of the following events:

- (a) A committee of the House of Representatives or the Senate of the Congress of the United States shall have pending before it legislation which, if enacted in its form as introduced or as amended, would have the purpose or effect of imposing federal income taxation upon revenues or other income of the general character to be derived by the Issuer or by any similar body or upon interest received on obligations of the general character of the Bonds, or the Bonds.
- (b) A tentative decision with respect to legislation shall be reached by a committee of the House of Representatives or the Senate of the Congress of the United States, or legislation shall be favorably reported by such a committee or be introduced, by amendment or otherwise, in or be passed by the House of Representatives or the Senate, or be recommended to the Congress of the United States for passage by the President of the United States, or be enacted by the Congress of the United States, or a decision by a court established under Article III of the Constitution of the United States or the Tax Court of the United States shall be rendered, or a ruling, regulation or order of the Treasury Department of the United States or the IRS shall be made or proposed having the purpose or effect of imposing federal income taxation, or any other event shall have occurred which results in the imposition of federal income taxation, upon revenues or other income of the general character to be derived by the Issuer or by any similar body or upon interest received on obligations of the general character of the Bonds, or the Bonds.
- (c) Any legislation, ordinance, rule or regulation shall be introduced in or be enacted by the Legislature of the State or by any other governmental body, department or agency of the State, or a decision by any court of competent jurisdiction within the State shall be rendered, or litigation challenging the law under which the Bonds are to be issued shall be filed in any court in the State.
- (d) A stop order, ruling, regulation or official statement by, or on behalf of, the SEC or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as contemplated hereby, is in violation or would be in violation of any provision of the 1933 Act, the Securities Exchange Act of 1934, as amended (the "1934 Act") or the Trust Indenture Act of 1939, as amended.
- (e) Legislation shall be enacted by the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered, to the effect that obligations of the general character of the Bonds, or the Bonds, including all the underlying obligations, are not exempt from registration under or from other requirements of the 1933 Act or the 1934 Act.
- (f) A material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred; or additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange.
- (g) The New York Stock Exchange or any other national securities exchange, or any governmental authority, shall impose, as to the Bonds or obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Purchaser.

(h) Any general banking moratorium shall have been established by federal, New York or State authorities.

(i) A material default has occurred with respect to the obligations of, or proceedings have been instituted under the Federal bankruptcy laws or any similar state laws by or against, any state of the United States or any city located in the United States having a population in excess of one million persons or any entity issuing obligations on behalf of such a city or state.

(j) Any proceeding shall be pending or threatened by the SEC against the Issuer.

(k) A war involving the United States shall have been declared, or any conflict involving the armed forces of the United States shall have escalated, or any other national emergency relating to the effective operation of government or the financial community shall have occurred.

(l) A default by or a moratorium initiated by the United States in respect to payment of any direct obligation of, or obligation the principal of and interest on which is fully and unconditionally guaranteed as to full and timely payment by, the United States of America.

SECTION 9. PAYMENT OF EXPENSES

(a) Whether or not the Bonds are sold by the Issuer to the Purchaser (unless such sale be prevented at the Closing Time by the Purchaser's default), the Purchaser, unless otherwise contracted for, shall be under no obligation to pay any expenses incident to the performance of the obligations of the Issuer hereunder; nor shall the Issuer, unless otherwise contracted for, be under any obligation to pay any expenses incident to the performance of the obligations of the Purchaser hereunder (unless such sale be prevented at the Closing Time by the Issuer's default).

(b) If the Bonds are sold by the Issuer to the Purchaser, except as hereinafter set forth, all expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the Bonds shall be paid by the Issuer out of the proceeds of the Bonds or other Issuer funds. The Purchaser shall be responsible for payment of the fees and disbursements of the Purchaser's legal counsel and all other related expenses incurred by the Purchaser in connection with the purchase of the Bonds.

SECTION 10. NOTICE

Any notice or other communication to be given under this Bond Purchase Agreement may be given in the manner set forth in the Bond Indenture.

SECTION 11. MISCELLANEOUS

(a) This Bond Purchase Agreement shall be binding upon the Purchaser, the Issuer, and their respective successors. This Bond Purchase Agreement and the terms and provisions hereof are for the sole benefit of only those persons, except that the representations, warranties, indemnities and agreements of the Issuer contained in this Bond Purchase Agreement shall also be deemed to be for the benefit of the person or persons, if any, who control the Purchaser (within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act). Nothing in this Bond Purchase Agreement is intended or shall be construed to give any person, other than the persons referred to in this Paragraph, any legal or equitable right, remedy or claim under or in respect of this Bond Purchase Agreement or any provision contained herein. All of the representations, warranties and agreements of the Issuer contained herein shall remain in full

force and effect, regardless of: (1) any investigation made by or on behalf of the Purchaser, (2) delivery of and payment for the Bonds; or (3) any termination of this Bond Purchase Agreement.

(b) For purposes of this Bond Purchase Agreement, "business day" means any day on which the New York Stock Exchange is open for trading.

(c) This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State.

(d) This Bond Purchase Agreement may be executed in one or more counterparts, and if executed in more than one counterpart, the executed counterparts shall together constitute a single instrument.

(e) This Bond Purchase Agreement may not be assigned by either party without the express written consent of the other party.

(f) The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

SECTION 12. EFFECTIVE DATE

This Bond Purchase Agreement shall become effective upon acceptance hereof by the Issuer.

Upon your acceptance of the offer, this Bond Purchase Agreement will be binding upon the Issuer and the Purchaser. Please acknowledge your agreement with the foregoing by executing the enclosed copy of this Bond Purchase Agreement prior to the date and time specified on page 1 hereof and returning it to the undersigned.

**VAN TUYL FAMILY 2012 IRREVOCABLE
TRUST FBO LARRY VAN TUYL**

Date: May 2, 2016
Time: ____:____ p.m.

By: _____
Larry Van Tuyl, Trustee

Accepted and agreed to as of
the date first above written.

CITY OF PRAIRIE VILLAGE, KANSAS

Date: May 2, 2016
Time: ____:____ p.m.

By: _____
Mayor

ATTEST: (Seal)

By: _____
Clerk

EXHIBIT A

**[\$[PRINCIPAL AMOUNT]]
CITY OF PRAIRIE VILLAGE, KANSAS
SPECIAL OBLIGATION REVENUE BONDS
(MEADOWBROOK TIF PROJECT)
SERIES 2016B**

CALCULATION OF PURCHASE PRICE

Total Purchase Price: \$[PRINCIPAL AMOUNT].00

MATURITY SCHEDULE

TERM BONDS

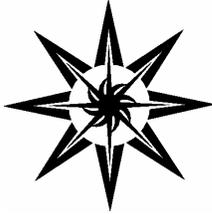
<u>Stated Maturity</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Price</u>
<u>2036</u>	\$ _____,000	6.00%	100%

REDEMPTION OF BONDS

Redemption by Issuer.

(a) *Optional Redemption.* At the option of the City, the Series 2016B Bonds are subject to redemption and payment prior to their Stated Maturity, as a whole or in part at any time, at the redemption price equal to 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

(b) *Series 2016B Excess Incremental Tax Revenues Mandatory Redemption.* The Series 2016B Bonds are subject to special mandatory redemption by the Trustee on each Interest Payment Date, at the redemption price of 100% of the principal amount being redeemed, together with accrued interest thereon to the date fixed for redemption, in an amount equal to the amount which is on deposit in the Series 2016B Redemption Fund on such Interest Payment Date (or if such date is not a Business Day, the immediately preceding Business Day), provided that the Series 2016B Bonds shall be redeemed only in Authorized Denominations.



Consider approval of Resolution to issue Industrial Revenue Bonds (Meadowbrook Park)

Motions:

Approve a resolution determining the intent of the City of Prairie Village, Kansas, to issue its Industrial Revenue Bonds in one or more series in the aggregate amount not to exceed \$56,500,000 to finance the cost of acquiring, constructing and equipping multiple facilities for the benefit of MB-18, LLC, and its successors and assigns (Meadowbrook Park project)

Background:

The developer agreement for Meadowbrook Park development outlines the structure for the financing of the public improvements associated with the project. The financial structure includes the issuance of Industrial Revenue Bonds (IRB).

Gary Anderson of Gilmore & Bell will attend the meeting on Monday, April 18th to present and discuss the resolution and financing structure.

Attachments:

- Resolution approving the intent of issuing Industrial Revenue Bonds

Prepared By:

Quinn Bennion

City Administrator – April 14, 2016

RESOLUTION NO. _____

RESOLUTION DETERMINING THE INTENT OF THE CITY OF PRAIRIE VILLAGE, KANSAS, TO ISSUE ITS INDUSTRIAL REVENUE BONDS IN ONE OR MORE SERIES IN THE AGGREGATE AMOUNT NOT TO EXCEED \$56,500,000 TO FINANCE THE COSTS OF ACQUIRING, CONSTRUCTING AND EQUIPPING MULTIPLE FACILITIES FOR THE BENEFIT OF MB-18, LLC, AND ITS SUCCESSORS AND ASSIGNS (MEADOWBROOK)

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

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

WHEREAS, MB-18, LLC, a Kansas limited liability company or its successors or assigns (collectively, the “Company”), has submitted to the City an Application for the Issuance of Industrial Revenue Bonds (the “Application”) requesting that the City finance the cost of acquiring, constructing and equipping one or more facilities as more fully described in the Application (each, a “Project” and collectively, the “Projects”) through the issuance of its industrial revenue bonds in one or more series (collectively, the “Bonds”), the aggregate principal amount of all series of the Bonds not to exceed \$56,500,000, and to lease the Projects to the Company, in accordance with the Act; and

WHEREAS, it is hereby found and determined to be advisable and in the interest and for the welfare of the City and its inhabitants that the City finance the costs of each Project by the issuance of the Bonds in one or more series under the Act, the aggregate principal amount of all series of the Bonds not to exceed \$56,500,000, each series of the Bonds to be payable solely out of rentals, revenues and receipts derived from the lease of the applicable Project by the City to the Company.

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

Section 1. Approval of Projects. The Governing Body of the City hereby finds and determines that the acquiring, constructing and equipping of the Projects will promote the general welfare and economic prosperity of the City of Prairie Village, Kansas, and the issuance of the Bonds in one or more series to pay the costs of the Projects will be in furtherance of the public purposes set forth in the Act. The Projects shall be located on approximately forty-five (45) acres of land that is generally located at the former Meadowbrook Golf and Country Club in the City of Prairie Village, Kansas, as further described in the Application.

Section 2. Intent to Issue Bonds. The Governing Body of the City hereby determines and declares the intent of the City to acquire, construct and equip the Projects out of the proceeds of the Bonds of the City in one or more series, the aggregate principal amount of all series of the Bonds not to exceed \$56,500,000 to be issued pursuant to the Act for the purpose of obtaining the sales tax exemption on

labor, construction materials and other personal property acquired with the proceeds of each series of Bonds.

Section 3. Provision for the Bonds. Subject to the conditions of this Resolution, the City will (i) issue the Bonds in one or more series to pay the costs of acquiring, constructing and equipping each Project, with such maturities, interest rates, redemption terms and other provisions as may be determined by ordinance of the City; (ii) provide for the lease (with an option to purchase) of each Project to the Company; and (iii) to effect the foregoing, adopt such resolutions and ordinances and authorize the execution and delivery of such instruments and the taking of such action as may be necessary or advisable for the authorization and issuance of the Bonds by the City and take or cause to be taken such other action as may be required to implement the aforesaid.

Section 4. Conditions to Issuance. The issuance of the Bonds and the execution and delivery of any documents related to the Bonds are subject to: (i) obtaining any necessary governmental approvals; (ii) agreement by the City, the Company and the purchaser of each series of the Bonds upon (a) mutually acceptable terms for the Bonds and for the sale and delivery thereof, and (b) mutually acceptable terms and conditions of any documents related to the issuance of each series of the Bonds and each Project; (iii) the Company's compliance with the City's policy relating to the issuance of industrial revenue bonds; (iv) the receipt and approval by the City of appropriate applications for the issuance of each series of the Bonds, (v) each series of Bonds shall have a maturity limit of not to exceed three (3) years), and (vi) the adoption of an Ordinance authorizing the issuance of each series of the Bonds.

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

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

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

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

Section 8. Authorization to Proceed. The Company is hereby authorized to proceed with the acquiring, constructing and equipping of the Projects, including the necessary planning and engineering for

the Projects and entering into of contracts and purchase orders in connection therewith, and to advance such funds as may be necessary to accomplish such purposes, and, to the extent permitted by law and upon compliance with the other requirements of this Resolution, the City will reimburse the Company for all expenditures paid or incurred therefor out of the proceeds of the Bonds.

Section 9. No Reliance on Resolution. Kansas law provides that the City may only issue each series of the Bonds by adoption of an Ordinance. The City has not yet adopted an Ordinance for any series of the Bonds. This Resolution only evidences the intent of the current Governing Body to issue the Bonds for the Projects. The Company should not construe the adoption of this Resolution as a promise or guarantee that the Ordinance for any series of Bonds will be issued or that any Project will be approved.

Section 10. Benefit of Resolution. This Resolution will inure to the benefit of the City and the Company. The Company may, with the prior written approval of the City Council of the City, assign all or a portion of its interest in this Resolution to another entity, and such assignee will be entitled to the benefits of the portion of this Resolution assigned and the proceedings related hereto.

Section 11. Further Action. Counsel to the City and Gilmore & Bell, P.C., Bond Counsel for the City, together with the officers and employees of the City, are hereby authorized to work with the purchaser of each series of the bonds, the Company, their respective counsel and others, to prepare for submission to and final action by the City all documents necessary to effect the authorization, issuance and sale of the bonds and other actions contemplated hereunder.

Section 12. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the City.

ADOPTED this 18th day of April, 2016.

CITY OF PRAIRIE VILLAGE, KANSAS

By: _____
Mayor

[SEAL]

ATTEST:

City Clerk

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Council Chambers
Monday, April 18, 2016
7:30 PM**

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **INTRODUCTION OF STUDENTS & SCOUTS**
- V. **PRESENTATIONS**

Annual Council Service Recognition

Recognition of outgoing Council Members

Swearing in of elected Council Members

- VI. **PUBLIC PARTICIPATION**

(5 minute time limit for items not otherwise listed on the agenda)

- VII. **CONSENT AGENDA**

All items listed below are considered to be routine by the Governing Body and will be enacted by one motion (Roll Call Vote). There will be no separate discussion of these items unless a Council member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the regular agenda.

By Staff

- 1. Approve regular City Council meeting minutes - April 4, 2016
- 2. Approve claims ordinance 2941
- 3. Approve an ordinance approving the Prairie Village Art Fair as a special event and authorizing the sale, consumption, and possession of alcoholic liquor and cereal malt beverages within the boundaries of a barricaded public area at such event
- 4. Ratify the appointment of David Evans to the Prairie Village Civil Service Commission
- 5. Authorize the Mayor to execute proclamations recognizing Arbor Day - April 29th and Earth Day - April 22nd.

- VIII. **COMMITTEE REPORTS**

Council Committee of the Whole

- COU2016-16 Consider approval of 2016-2017 insurance renewals
- COU2016-17 Consider approval the interlocal agreement with City of Overland Park for improvements to 75th Street and 95th Street
- COU2016-14 Consider approval of scope of Pond Work (Stormwater Improvements) for Meadowbrook Park
- COU2016-14 Consider approval of scope of Initial Trail Work for Meadowbrook Park
- COU2016-14 Consider approval of Title Commitment and Survey for Meadowbrook Park
- COU2016-27 Consider approval of Escrow Agreement
- COU2016-18 Consider approval of an Assignment Agreement related to the Park Gift Site Agreement.
- COU2016-20 Consider approval of Project Easement Agreement for Meadowbrook Park
- COU2016-21 Consider approval of Memorandum of Agreement for Meadowbrook Park
- COU2016-22 Consider approval of Right of Way Maintenance Declaration for Meadowbrook Park
- COU2016-23 Consider approval of Consent Letter regarding Planned Neighborhood Units for Meadowbrook Park

Planning Commission

- PC2016-114 Consider final plat for Meadowbrook Development

- IX. **MAYOR'S REPORT**
- X. **STAFF REPORTS**
- XI. **OLD BUSINESS**
- XII. **ANNOUNCEMENTS**
- XIII. **ADJOURNMENT**

If any individual requires special accommodations - for example, qualified interpreter, large print, reader, hearing assistance - in order to attend the meeting, please notify the City Clerk at 385-4616, no later than 48 hours prior to the beginning of the meeting.
 If you are unable to attend this meeting, comments may be received by e-mail at cityclerk@pvkansas.com

CONSENT AGENDA
CITY OF PRAIRIE VILLAGE

April 18, 2016

**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
April 4, 2016**

The City Council of Prairie Village, Kansas, met in regular session on Monday, March 21, 2016 at 7:45 p.m. in the Council Chambers at the Municipal Building, 7700 Mission Road, Prairie Village, Kansas.

ROLL CALL

Mayor Laura Wassmer called the meeting to order and roll call was taken with the following Council members present: Ashley Weaver, Jori Nelson, Ruth Hopkins, Steve Noll, Eric Mikkelson, Andrew Wang, Brooke Morehead, Sheila Myers, Dan Runion, David Morrison, Ted Odell and Terrence Gallagher (in attendance via telephone).

Staff present was: Tim Schwartzkopf, Chief of Police; Keith Bredehoeft, Public Works Director; Katie Logan, City Attorney; Quinn Bennion, City Administrator; Wes Jordan, Assistant City Administrator; Nolan Sunderman, Assistant to the City Administrator; Zach Bauer, Management Intern; Lisa Santa Maria, Finance Director and Joyce Hagen Mundy, City Clerk. Also present was teen council member Dennis Rice and Police Department personnel Captain Byron Roberson, Sgt. Ivan Washington, Animal Control Officers Roger Blanchard and Allie Jasminski.

INTRODUCTION OF STUDENTS & SCOUTS

Mayor Wassmer welcomed a boy scout attending for his "Citizenship and the Community" badge and four high school students from Rockhurst attending for their American government class.

PUBLIC PARTICIPATION

Lynneah Gregory addressed the Council in regard to the proposed residential design standards. She noted the comments received from the public included letters from several architects offering to assist the committee and encouraged the city to draw on that experience and add them to the committee to further review the proposed guidelines.

CONSENT AGENDA

Dan Runion asked for item #4 to be removed. Council President Brooke Morehead moved for the approval of the Consent Agenda for April 4, 2016 as amended:

1. Approve Regular City Council Minutes - March 21, 2016.
2. Authorize the Mayor to execute a proclamation for the Annual "Start By Believing Day" on the first Wednesday of April.
3. Authorize the Mayor to execute a proclamation recognizing the "Week of the Young Child" - April 10 - 16, 2016.
4. Removed
5. Approve Council Policy #620 entitled "Access Control"

A roll call vote was taken with the following members voting "aye": Weaver, Nelson, Hopkins, Noll, Mikkelson, Wang, Morehead, Myers, Runion, Morrison, Odell and Gallagher.

Mr. Runion noted the contract did not include limitations on the costs for airfare and hotel accommodations. He felt that these should be capped. Ted Odell confirmed the contract would be paid through JazzFest funds in the municipal foundation, not city funds.

Joyce Hagen Mundy stated the talent coordinator for the JazzFest Committee discussed that issue with the performer's agent and was advised that this is their standard performance contract. She was assured that the expenditures would be

reasonable and based on previous experience with this performer in 2013 the committee is comfortable with the contract which is the same as the one approved in 2013.

Dan Runion moved the approval of the headliner performance contract for the 2016 Jazz Festival with Double M Productions for Marilyn Maye with language added limiting the scope of the related costs to “not exceed reasonable costs”. The motion was seconded by Ted Odell and passed unanimously.

COMMITTEE REPORTS

Council Committee of the Whole

COU2016-13 Consider Revised Public Infrastructure Improvement Agreement with MB18 for Meadowbrook Project.

City Attorney Katie Logan reviewed the changes to the proposed agreement based on discussion by the Council at the March 21st meeting including limiting reimbursement from TIF Bond Proceeds for a developer selected contractor to exceed the amount of the lowest bid for mass grading work received by the City and Developer from all three of the Infrastructure Contractors. Section 4.4 was also revised to address reimbursable expenses.

Mrs. Logan responded to Mr. Morrison’s question regarding representation by Lathrope & Gage for any of the proposed contractor’s noting that the firm does provide legal counsel for Superior Bowen. She noted the city uses a standard form for construction services and that she would not be involved in any modifications to that contract on behalf of the City or Superior Bowen should they be awarded the contract.

Ted Odell moved the Public Infrastructure Improvement Agreement between the City of Prairie Village and MB-18 providing for the implementation of a redevelopment

project plan for the Meadowbrook Project. The motion was seconded by Sheila Myers and passed unanimously.

COU2016-15 Consider Memorandum of Understanding for the sale of City-owned property to Consolidated Fire District #2

On behalf of the Council Committee of the Whole, Council President Brooke Morehead moved the Governing Body approve the Memorandum of Understanding between the City of Prairie Village and Consolidated Fire District #2 for the sale/purchase of city-owned property for the appraised value of \$275,000 to facilitate the construction of Fire Station #3. The motion was seconded by Andrew Wang and passed by a vote of 10 to 2 with Runion and Morrison voting in opposition.

NEW BUSINESS

Due to the number of people present for the scheduled Dangerous Animal Appeal, Mayor Wassmer amended the agenda calling for the consideration of the Dangerous Animal Appeal. She reviewed the process to be followed in the appeal and called upon Chief of Police Tim Schwartzkopf.

Chief Schwartzkopf stated the city's code authorized the Chief of Police or Animal Control Officer to declare an animal to be dangerous based on stated consideration and read the applicable code to the Council. He noted the euthanization of this animal is not being considered. If the declaration is upheld by the Governing Body the animal must meet the conditions required to secure a dangerous animal permit or the animal must be relocated outside of Prairie Village.

NEW BUSINESS

Appeal of Animal Control determination regarding Dangerous Animal Designation

The city's municipal code Section 2-103 states: "Where City records indicate a dog or cat has attacked or bitten any person and/or domestic animal without provocation, all known facts shall be considered in determining whether the dog or cat is a "dangerous animal". The Animal Control Officer or Chief of Police of the City shall have the authority to determine whether or not any animal in the City should be classified as a "dangerous animal".

On March 12, 2016, Officer Blanchard sent written notification to Bernard Cline that his brown lab/boxer mix had been determined to be a "dangerous animal". On March 22, 2016, Mr. Cline filed an appeal of the action. The Code states appeals shall be heard by the Governing Body.

Robert Cline, 7649 High Drive, stated he has owned Rocky for 22 months. The lab/boxer mix has become part of his family and has never had any previous difficulties with Rocky interacting with other animals or children either in his home or outside of the home. He believes the incident of February 28th was the result of natural animal instincts kicking in with Rocky thinking the small dog, the size of a typical rabbit, next door was a rabbit. He is not sure if Rocky dug under the fence as reported or jumped over the fence where it was partially down.

Mr. Cline stated he has made restitution to Miss Moore, complied with the requirements of the city regarding licensing and the placement of the animal in quarantine for ten days for observation. He has paid the citation from the city. This is a first, and he believes, isolated offense.

Mr. Cline stated he was planning to move out of the city and that it would be cost prohibitive for him to meet the criteria for a dangerous animal permit. He needs more than five days allowed to relocate Rocky as he wants to find the right home for him. Miss Moore has told him that she does not feel Rocky should be declared a dangerous animal. He asked the Council to consider the animal's past history, which is clear of any other incidents.

Animal Control Officer Roger Blanchard reported that on February 28, 2016, he was dispatched to 7644 Rainbow Drive on a reported animal bite. Upon arriving on the scene he was informed that the resident's four month old white male Papillon had been attacked by the back yard neighbor's brown Lab/boxer mix. The animal was running along the four foot chain link fence that separates the resident's yard from the neighbor's. The neighbor's black lab mix and brown Lab/boxer mix were running along the fence on the neighbor's side. All of the sudden the brown Lab/boxer mix went into the Papillion's back yard by going under the bottom of the chain link fence. The dog then bit the Papillion on the abdomen and the back leaving bite wounds that broke the skin. The bite resulted in a broken spine and punctured lung resulting in the animal's death. Mr. Andrew Smith was also bit on the left thumb when he separated the two dogs. The Papillon was taken to VCA Mission Animal Referral and Emergency Center. The brown lab/boxer mix, that didn't have city tags or current rabies shot was placed in a veterinary facility for rabies observation.

Shelia Myers asked Officer Blanchard if he had interacted with Rocky and how he found him to be. Officer Blanchard responded he had and the animal was not aggressive towards him. Mrs. Myers asked about his interactions with the veterinary staff. Officer Blanchard replied that they did not have any problems with the dog.

Jori Nelson asked Chief Schwartzkopf if all conditions need to be found to declare an animal dangerous. Chief Schwartzkopf replied the code lists factors to be considered looking at the totality of the incident. It does not require that all factors be found.

Terrence Gallagher asked if the dog was licensed in the city and if it had current rabies vaccinations. Mr. Cline responded he thought that both Rocky and his other dog had been given two year rabies vaccinations, but learned later that since Rocky was less than one year of age, he was only given a one year vaccination.

Andrew Wang asked if there was any history of calls or complaints regarding this animal. Officer Blanchard replied no complaints had been received.

Ted Odell asked what costs are associated with the requirements for a dangerous animal permit. Officer Blanchard stated the permit cost is \$100, the animal has to be taken for training, a secure fence constructed, signage, muzzle, etc. The major issue is that the animal has to be added to the owner's property liability insurance for \$5000 in coverage which is costly. Mrs. Myers confirmed the animal was neutered. Mrs. Myers confirmed that Officer Blanchard declared the dog to be a "dangerous animal". Officer Blanchard replied the animal went under the fence into another dog's yard and attacked him resulting in death. After discussion with his supervisor, he declared the animal to be dangerous. Eric Mikkelson asked if the dog bit a human. Officer Blanchard replied that he bit Mr. Smith when he separated the animals. The bite did break skin, but did not required medical attention.

Sheila Myers asked if the animal was unattended while outside. Mr. Cline replied he was not outside with the animals that were in a fenced yard; however, when he heard the animals barking he went outside arriving just after the incident. He does not agree

with the report that the animal went under the fence but felt he jumped over a section of the fence that was partially down. Mr. Mikkelson stated he felt it was the owner's responsibility to contain their animals. Mr. Cline replied that he takes responsibility for Rocky's actions and that he has resolved issues with Miss Moore.

Mayor Wassmer asked if Miss Moore would be getting another dog. Officer Blanchard responded that Miss Moore had told him that she will wait a while before getting another dog.

Andrew Wang asked if neighborhood notice was required for this hearing and how an animal is determined to be dangerous. Chief Schwartzkopf replied the city's code allows for the Chief of Police or Animal Control Officer to make the determination based on factors listed in the code. Neighborhood notification is not required for this hearing. Brooke Morehead noted that if a child had been with that dog, the situation would have been far worse. Mr. Cline responded that Rocky has been very gentle with children. He added that they are looking for an animal training program for Rocky.

Dan Runion asked where it states that the Council hears appeals. Chief Schwartzkopf replied it is stated in Section 2-127. Ted Odell asked what expenses he had reimbursed Miss Moore for. Mr. Cline replied he paid \$1900 (the cost of her animal from Petland) and veterinary bills for a total of \$2500. He has also paid the vet fees for boarding Rocky, examination & rabies fee, license and citation fees.

Mayor Wassmer noted this was a grey area and asked if the council could determine the animal to not be dangerous however, wanted to place conditions on the animal in doing so. Chief Schwartzkopf responded the ordinance states the Governing Body shall find the animal to be dangerous or not dangerous. The code can be changed by the Council in the future.

City Attorney Katie Logan noted the code allowed for a temporary permit or that the council could continue action on the appeal to a later date.

Ashley Weaver felt the current time frame was unreasonable and would like to see action deferred.

Jori Nelson asked Officer Blanchard if he felt the animal was aggressive. Officer Blanchard responded that he had not spent enough time with the animal to make that determination and his action was taken based on the incident that occurred with the concern that the incident could happen again if no action was taken. His goal for this incident is for it not to happen again.

Ruth Hopkins stated she would be willing to extend consideration; however, she is not comfortable overruling the action of staff.

Steve Noll noted that hunting dogs do have a natural instinct. He suggested that the council continue deliberation for six months requiring the fence to be secured to prevent potential reoccurrences while Mr. Cline seeks to relocate the animal outside of the city. Mr. Cline responded that he would be happy to secure the fence and are seeking animal training for Rocky. He stated the cost of the additional liability insurance is prohibitive.

Mr. Mikkelson noted that if the animal was not declared dangerous and a similar incident occurred there would be zero tolerance for action to be taken by the city. He felt that of the four factors listed in the code, three were not present and he has trouble agreeing with the dangerous animal classification.

Mr. Wang stated he would support extending the time period for a ruling. There is no history or propensity shown for the dog to be vicious. He does not feel the animal is a risk to residents or the neighbors.

Chief Schwartzkopf noted the dangerous animal declaration is not forever and noted there are provisions for its removal which are currently being considered on a declaration issued in 2014.

Ted Odell confirmed that if action was tabled it would need to be continued to a specific date and for a specific purpose.

Chief Schwartzkopf stated the animal has been declared dangerous. This is an appeal of that ruling. The action of the Governing Body is to either uphold that ruling or overturn the ruling. If the Governing Body does not feel the animal is dangerous, that is ok. Changing the rules mid-stream is not recommended.

Sheila Myers asked for clarification on the "temporary" permit. Chief Schwartzkopf replied the temporary permit is issued to someone in the process of moving toward meeting the conditions of the final permit. He noted that the insurance is the most difficult requirement and that Mr. Cline is already doing or stated he will be meeting the other requirements.

Eric Mikkelsen moved the Governing Body overrule the determination by the Animal Control Officer and that Rocky not be declared to be a dangerous animal. The motion was seconded by Andrew Wang. The motion passed by a vote of 10 to 2 with Hopkins and Morehead voting in opposition.

Andrew Wang noted he felt the staff made a good faith decision with excellent judgment reacting to error on the side of resident safety. He and Mr. Mikkelsen commended Animal Control Officer Roger Blanchard for doing his job well and agreed that he made the right call in protecting the city and allowing the Governing Body to consider all the facts in the appeal.

Mr. Cline thanked the city staff for their efforts and the City Council for their determination.

Councilmember Ashley Weaver left.

Economic Development Fund Ad-Hoc Committee

Jori Nelson stated in 2003 Johnson County began collecting Sales Tax for economic development which was used to augment funds schools received from the State. A portion of the revenue from this new tax was distributed to cities. The Prairie Village Governing Body placed the funds from this revenue source in a special reserve fund to be used only for economic development purposes.

In 2005 the City embarked on development of a new Comprehensive Strategic Financing Plan. Elected officials invested part of the Economic Development Reserve Fund in a Plan that would guide further development in such a way that fiscal stability, viability and vitality of the community would continue into the future.

In October 2007 the Governing Body approved Ordinance #2153 establishing policies and procedures for spending the fund. There are no restrictions on the fund other than this ordinance which can be changed by the Council. The current balance in the fund is \$1,887,943.26.

After the 2016 Council Worksession an Ad Hoc committee consisting of Sheila Myers, Jori Nelson, Eric Mikkelson, Andrew Wang and Ted Odell was formed to discuss and recommend potential uses for these funds. There recommendation is as follows:

Park Land Acquisition and Improvements	\$1,200,000
Emergency Fund	\$ 400,000
Exterior Grant Program (3 years)	\$ 150,000
Mission Road 71 st to 75 th Street quality of life items	\$ 100,000
Village Square Concept Study (Harmon)	\$ 50,000
	<u>\$1,900,000</u>

Mayor Wassmer advised this report is for information only. Council action will be taken in conjunction with the 2017 budget process under the Economic Development Fund discussion. Mayor Wassmer called upon Brooke Morehead for further information on the Village Square Concept. Brooke introduced Kerry Newman with SFS Architecture whose company has designed four amphitheatre projects. He reviewed the recently completed Lincoln Square project in Gladstone, Missouri. This project has become a community gathering space. It has provided the opportunity for more than 70 performances per year drawing 300 to 400 spectators per performance.

Brooke reviewed a possible site plan for a similar project (Village Square) on the city's municipal campus combining existing amenities with new. The project would offer connectivity, enhance city owned property, have intergenerational appeal, provide a site for a variety of attractions and a possible revenue source. Mr. Newman noted the proposed amphitheatre could be constructed without major impact on the existing Frisbee Golf course.

Sheila Myers asked what the Lincoln Square project cost. Mr. Newman replied under one million dollars. Mrs. Myers asked the seating capacity of the amphitheatre. Mr. Newman responded there is 11,000 square feet in seating area. Mrs. Morehead noted that there is a formal manicured seating area surrounded by a grassy area that can be used for overflow seating. Ted Odell stated he likes the concept and feels it would be a good amenity providing a site for local school productions, Friday night movies, etc. Jori Nelson stated this is a golden opportunity for the city to enhance city owned property.

Mayor Wassmer stated this would be discussed during the 2017 budget discussion of the Economic Development Fund.

Mayor's Report

Mayor Wassmer announced her support of the Mayors' Monarch Pledge through the National Wildlife Federation as requested by the Environment/Recycle Committee. The Monarch population has been rapidly declining over the past twenty years. She encouraged council members and residents to plant milkweed, the breeding ground for Monarchs, in their yards and indicated that Public Works is looking at planting some in Bennett Park. Mayor Wassmer announced that the City has once again been designated as a Tree City for 2016. She referenced recent issues of the Kansas City Business Journal noting an award given to VanTrust for its 51st & Main Project and acknowledging the anticipated growth of Prairie Village in their listing of Kansas City area's fastest growing cities.

The last issue of the Kansas Government Journal contained a listing of all Kansas City mill levies and once again Prairie Village has the second lowest mil levy of all first class cities second only to Overland Park. She and staff recently participated in a bond rating call with Moody's in preparation for the potential issuance of bonds for Meadowbrook and the call went very well. Mayor Wassmer congratulated David Morrison on his recent graduation at Level 1 from the Municipal Training Institute with the League of Kansas Municipalities.

STAFF REPORTS

Public Safety

- Chief Schwartzkopf reported on the recent approval of Bi-State Legislation on Mutual Aid which has been signed off by the Governor. This is very helpful to cities adjacent to state lines.

Public Works

- Mr. Bredehoeft noted he has spent significant time over the past week on Meadowbrook Project Planning.

- He announced the recent personnel changes with the hiring of James Carney as Field Superintendent and resignation of Field Inspector Debra Templeton who moved to Washington.

Administration

- Lisa Santa Maria reported the Auditor’s completed their on-site visit and will present their formal report on the 2015 Audit to the Council May 16th.
- Consideration of the 2017 budget will begin this evening with consideration of the 2017 Capital Improvement Program.
- The 2015 fourth quarter financial report was distributed to the City Council.
- Quinn Bennion noted that a number of Meadowbrook Project items will come before the City Council on April 18th for approval referencing the revised Meadowbrook calendar distributed by the city attorney earlier in the meeting.
- Mr. Bennion agreed with Mayor Wassmer’s assessment of the telephone bond rating call and commended the current and past council for their sound fiscal management over the past years which is expected to yield a very good bond rating.
- The 2017 budget process continues. Department Heads will present their budgets to the City Administrator and Finance Director next week.

OLD BUSINESS

There was no Old Business to come before the City Council.

EXECUTIVE SESSION

Mayor Wassmer announced the Executive Session listed on the agenda will be held at the conclusion of the reconvened Council Committee of the Whole meeting.

ANNOUNCEMENTS

Committee meetings scheduled for the next two weeks include:

Planning Commission	04/05/2016	7:00 p.m.
Prairie Village Arts Council Committee	04/06/2016	5:30 p.m.
Tree Board Committee	04/06/2016	6:00 p.m.
JazzFest Committee	04/12/2016	5:30 p.m.
Council Committee of the Whole	04/18/2016	6:00 p.m.
City Council	04/18/2016	7:30 p.m.

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The Prairie Village Arts Council is pleased to present the "Future of the Arts" exhibit in the R. G. Endres Gallery during the month of April. The artists' reception will be Friday, April 8, from 6:30 to 8:00 p.m.

Congressional Art Reception, April 25, 4:30 - 6 p.m.

The 2016 annual Large Item Pick up has been scheduled. Items from homes on 75th Street and north of 75th Street will be collected on Saturday, April 9th. Items from homes south of 75th Street will be collected on Saturday, April 16th.

Recreation sales have begun. Pool memberships purchased in April will be discounted by \$5 for each pass.

ADJOURNMENT

With no further business to come before the City Council the meeting was adjourned at 9:25 p.m.

Joyce Hagen Mundy
City Clerk

CITY TREASURER'S WARRANT REGISTER

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

April 14, 2016

Copy of Ordinance
2941

Ordinance Page No. _____

An Ordinance Making Appropriate for the Payment of Certain Claims
Be it ordained by the governing body of the City of Prairie Village, Kansas.

Section 1. That in order to pay the claims hereinafter stated which have been properly audited and approved, there is hereby appropriated out of funds in the City treasury the sum required for each claim.

NAME	DATE	AMOUNT	TOTAL
EXPENDITURES:			
Accounts Payable			
11925	3/3/2016	76,977.79	
11926	3/4/2016	3,606.67	
11927-12012	3/11/2016	364,894.12	
12013-12014	3/18/2016	774.74	
12015-12096	3/25/2016	199,159.48	
Payroll Expenditures			
3/4/2016		242,720.18	
3/18/2016		251,943.63	
Electronic Payments			
Electronic Pmnts	3/2/2016	1,894.41	
Electronic Pmnts	3/7/2016	363.26	
Electronic Pmnts	3/8/2016	1,110.66	
Electronic Pmnts	3/9/2016	3,505.31	
Electronic Pmnts	3/10/2016	796.12	
Electronic Pmnts	3/18/2016	931.31	
Electronic Pmnts	3/22/2016	9,156.29	
Electronic Pmnts	3/23/2016	2,340.57	
Electronic Pmnts	3/25/2016	3,071.27	
TOTAL EXPENDITURES:			1,163,245.81
Voided Checks	Check #	(Amount)	
Bill Baldwin	11944	(90.00)	
United Community Services	12008	(7,000.00)	
TOTAL VOIDED CHECKS:			(7,090.00)
GRAND TOTAL CLAIMS ORDINANCE			1,156,155.81

Section 2. That this ordinance shall take effect and be in force from and after its passage.

Passed this 14th day of April 2015.

Signed or Approved this 14th day of April 2015.

(SEAL)

ATTEST:

Richard H. Kerton Jr 4-7-16
City Treasurer

ATTEST:

[Signature] 4-4-16
Finance Director



ADMINISTRATION DEPARTMENT

Council Meeting Date: April 18, 2016

CONSENT AGENDA: **Consider Ordinance 2347 approving the Prairie Village Art Fair as a special event and authorizing the Sale, Consumption and Possession of Alcoholic Liquor and Cereal Malt Beverages within the Boundaries of Barricaded Public Areas of the Event**

MOTION

Adopt Ordinance 2347 approving the Prairie Village Art Fair as a special event and authorizing the sale, consumption and possession of alcoholic liquor and cereal malt beverages within the boundaries of barricaded public areas of the event

RECOMMENDATION

Staff recommends that the City Council adopt Ordinance 2347 approving the Prairie Village Art Fair as a special event and authorizing the sale, consumption and possession of alcoholic liquor and cereal malt beverages within the boundaries of barricaded public areas of the event

BACKGROUND

Pursuant to KSA 41-719(a)(2) and KSA 41-2645, the Governing Body may approve special events and exempt public streets and sidewalks from the prohibition concerning drinking or consuming alcoholic liquor and cereal malt beverages on public streets and sidewalks.

The Prairie Village Merchants Association has requested that the City approve an ordinance identifying the Prairie Village Art Fair (June 3-5, 2016) as a special event and authorizing the sale, consumption and possession of alcoholic liquor and cereal malt beverages within the boundaries of barricaded public areas at the event.

Vendors must be active business occupants in the Prairie Village Shopping Center at the time of the event, having the proper licenses. Currently, the following businesses qualify: Cafe Provence, Blue Moose, Minsky's, Tavern in the Village, The Chocolate Frog, and Story.

ATTACHMENTS

1. Ordinance 2347
2. Event Area

PREPARED BY

Meghan Buum
Deputy City Clerk
April 11, 2016

ORDINANCE NO. 2347

AN ORDINANCE APPROVING THE PRAIRIE VILLAGE ART FAIR AS A SPECIAL EVENT AND AUTHORIZING THE SALE, CONSUMPTION AND POSSESSION OF ALCOHOLIC LIQUOR AND CEREAL MALT BEVERAGES WITHIN THE BOUNDARIES OF A BARRICADED PUBLIC AREAS AT SUCH EVENT

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF PRAIRIE VILLAGE, KANSAS, THAT:

Section 1. Pursuant to KSA 41-719(a)(2) and KSA 41-2645, the Governing Body may approve special events and exempt public streets and sidewalks from the prohibitions concerning drinking or consuming alcoholic liquor and cereal malt beverages on public streets and sidewalks.

Section 2. In accordance with such authority, the City approves the Prairie Village Art Fair as a special event to be held at the Village Shopping Center on May June 3-5, 2016.

Section 3. Authorization is given to barricade the area outlined on the attached Exhibit A during such event. A smaller area may be selected based on the size of the event, but the event boundary may not be expanded

Section 4. Vendors holding the appropriate license from the State of Kansas to sell alcoholic liquor and cereal malt beverages may, in accordance with all applicable state laws and municipal ordinances, sell alcoholic liquor and cereal malt beverages in the area designated by the Division of Alcoholic Beverage Control within the barricaded area during the event.

Section 5. Vendors must be active business occupants in the Prairie Village Shopping Center at the time of the event and have the appropriate licenses from the City of Prairie Village.

Section 6. Event attendees may buy, possess and consume alcoholic liquor and cereal malt beverages within barricaded area on June 3-5, 2016.

Section 7. This Ordinance shall take effect and be in force from and after its passage, approval, and publication in the official newspaper of the City of Prairie Village, Kansas as provided by law.

PASSED AND ADOPTED BY THE GOVERNING BODY THIS 18th DAY OF APRIL, 2016.

CITY OF PRAIRIE VILLAGE, KANSAS

By: _____
Laura Wassmer, Mayor

ATTEST:

APPROVED AS TO FORM:

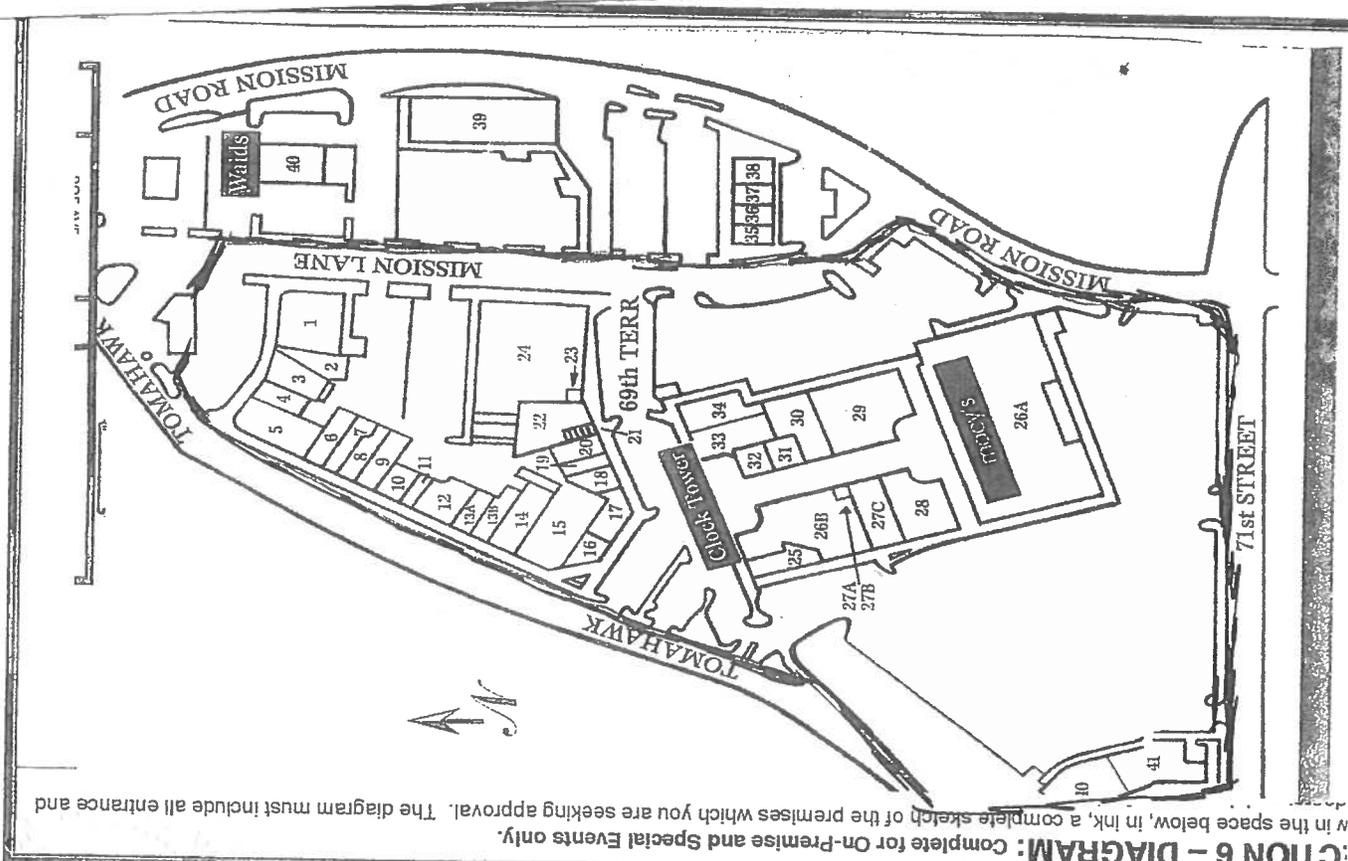
Joyce Hagen Mundy, City Clerk

Catherine P. Logan, City Attorney

Organization Name or Individual Applicant Prairie Village Merchants Associati Event Date(s) June 3-5, 2016

SECTION 4 – EVENT AREA: Complete this section for On-Premise and Special Events only.

In the space below, in ink, draw the floor plan and any outside areas included in the proposed event area where alcoholic liquor will be sold, served or consumed. If the area is outside, it must show where the three-dimensional barriers will be located to define the event area; and, include nearby streets for reference then shade in the areas you DO NOT wish to be permitted.



SECTION 6 – DIAGRAM: Complete for On-Premise and Special Events only. In the space below, in ink, a complete sketch of the premises which you are seeking approval. The diagram must include all entrance and

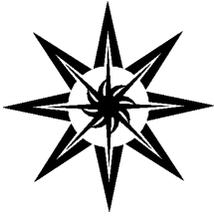
SECTION 5 – CERTIFICATE OF CITY, TOWNSHIP OR COUNTY CLERK: Completed by the clerk

I HEREBY CERTIFY THAT THE PREMISES AT _____
 Location Street Address City Zc

CITY LIMITS: **Inside** the incorporated city limits **Outside** the city limits
 ZONING: within an area that complies with all applicable zoning regulations required by K S A. 41-710
 located outside an incorporated city, in a township or county **that is not zoned** See
 LOCATION: government property private property public property CMB licensed premise

I declare under penalties of perjury that to the best of my knowledge and belief that Section 5 is true, correct and complete.

CLERK SIGNATURE Joyce A. Newberry DATE 4/5/16 PHONE 381-6460
 PRINTED NAME Joyce A. Newberry City Clerk Township Clerk County Clerk



MAYOR

Council Meeting Date: April 18, 2016

Consider Appointment to Civil Service Commission

RECOMMENDATION

Mayor Wassmer requests Council ratification of the appointment of David Evans to the Prairie Village Civil Service Commission to fill the vacancy created by the resignation of Alleen VanBebber.

BACKGROUND

Dave Evans has been a resident of the KC metro area for almost 10 years and a resident of Prairie Village for the last year. Dave volunteered for the Civil Service Commission because of his desire to give back to the community. Dave is a senior examiner for the Financial Industry Regulatory Authority is responsible for monitoring and regulating the securities industry and ensuring market integrity and investor protection.

Dave has met with Police Department Staff, and they are in full support of his appointment. Dave's resume is attached for more information.

Ratification of his appointment will be included on the Consent Agenda.

PREPARED BY

Tim Schwartzkopf
Chief of Police
Date: April 11, 2016

David EVANS

5006 W. 69th Terrace
Prairie Village, KS 66208
(913) 575-1188
djaevans@gmail.com

EDUCATION

Master of Business Administration

University of Missouri-Kansas City
Concentration: Finance
Graduated December, 2011

Bachelor of Business Administration

Viterbo University, La Crosse, WI
Major: Management
Graduated December, 2006

PROFESSIONAL ASSOCIATIONS

National Member of the Association of Certified Fraud Examiners (ACFE) organization

SKILLS AND QUALIFICATIONS

CFE (Certified Fraud Examiner)
Credential obtained in 2016

Discovered evidence and provided investigative support for seven enforcement actions brought against investment firms and individual representatives.

Previously held Series 6 and 63 securities registrations (2009-2013)

Over 5 years of experience utilizing Salesforce

Collaborated on over 15 examinations with market exchange surveillance personnel from New York, Philadelphia, Washington D.C., and Chicago.

Proficient Use of Microsoft Products including Excel, Powerpoint, Word. Limited knowledge of Access.

Completed numerous Project Management Training Programs through Franklin Covey

PROFESSIONAL EXPERIENCE

Senior Examiner – Member Regulation Financial Industry Regulatory Authority (FINRA)

Kansas City, MO | December 2013 – Present

Perform routine and unannounced examinations of FINRA-member firms to ensure regulatory compliance with established standards of FINRA, the SEC, the MSRB, and various exchange rule requirements

- Create comprehensive written reports distributed to investment firm executives and FINRA management providing a summary of risk evaluations, regulatory concerns/violations, and recommendations for process improvement; referrals to enforcement division if necessary.
- Evaluate the operations, liquidity, sales practices, and overall compliance culture of investment firms to address inherent risks mitigation controls
- Uncover abusive sales practices of financial advisors through trade analysis, deposition of firm personnel, investigation of customer complaints, and independent research methods.
- Lead, or participate in, developing regulatory strategies to address identification of risks for examinations; participate in special national projects, sweeps, and task forces as needed.

Sr. Business Support Specialist

American Century Investments

Kansas City, MO | June 2010 – December 2013

Team lead tasked with overseeing the continual improvement of Direct Sales & Service department policies and procedures through strategic initiatives, training, and professional development.

- Monitored approximately 50 telephone conversations every month between registered representatives and clients to ensure compliance with internal policies and regulatory rules
- Created efficiencies through identification, analysis, and subsequent reporting of internal processes. Help turn observations into recommendations to promote growth/change
- Worked with internal business partners on projects tailored towards the department's business needs
- Assisted with the training and assimilation of more than 40 newly hired company employees
- Completed ad hoc data analysis for internal business partners and managers
- Answered calls on the internal help desk regarding company policies and procedures

VOLUNTEER ACTIVITIES

Teach grade school children financial literacy and basic economics on a volunteer basis through the Junior Achievement program

Have worked with Harvesters twice a year separating and organizing food deliveries since 2009.

REFERENCES

Available upon request.

Investment Consultant – Business & Retirement Services American Century Investments, Kansas City, MO

October 2008 – June 2010

Managed a book of business of over 100 clients to deepen existing relationships and increase net investment in participating plans via inbound and outbound phone calling efforts

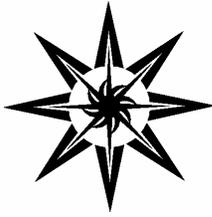
- Interacted with small business owners and participants in 401k, 403b, 457, and other qualified retirement plans through inbound and outbound phone calls
- Assisted with amendments for plans resulting from legislation changes

Registered Representative – Investor Relations American Century Investments, Kansas City, MO

February 2007 – October 2008

Provided investment advice and general account service to retail investors via inbound phone calls in a call center environment

- Recommended investment mixes of portfolios based on financial profiles and suitability of customer needs



MAYOR

Council Meeting Date: April 12, 2016

Consent Agenda: Consider Proclamation

RECOMMENDATION

Recommend the City Council authorize the Mayor to execute proclamations recognizing Arbor Day - April 29th and Earth Day - April 22nd.

BACKGROUND

The Environment/Recycle Committee has requested Mayor Wassmer to issue a proclamation recognizing Earth Day. The City in conjunction with Shawnee Mission East will celebrate with an Earth Day Fair on Saturday, April 30th. The Tree Board has requested Mayor Wassmer issue a proclamation recognizing Arbor Day. They will be celebrating Arbor Day with a tree planting at McCrum Park on Saturday, April 23rd at 10 o'clock.

ATTACHMENT

Proclamation

PREPARED BY

Joyce Hagen Mundy, City Clerk

DATE

January 14, 2016

CITY OF PRAIRIE VILLAGE

Arbor Day 2016

WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, trees can reduce the erosion of our precious topsoil by the wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW THEREFORE, I, Laura Wassmer, Mayor of Prairie Village, Kansas, do hereby proclaim **April 29, 2016** as

Arbor Day

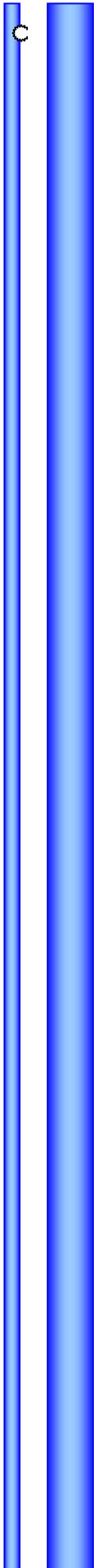
In the City of Prairie Village, and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Mayor Laura Wassmer

City Clerk

Date



CITY OF PRAIRIE VILLAGE PROCLAMATION

**EARTH DAY
April 22, 2015**

WHEREAS, Earth Day was first designated by San Francisco on March 21, 1970; and was later proclaimed by the United Nations to be an annual observance; and

WHEREAS, as inhabitants of this Earth, we need to celebrate our global unity and destiny; recognizing each person's right to the use of this global home and at the same time his equal responsibility to preserve and improve the Earth and quality of life thereon; and

WHEREAS, Earth Day calls upon all persons to take action to protect our earth and its resources.

WHEREAS, participating in Earth Day activities is one way citizens can help raise awareness about the need to reduce waste, protect our air and waterways and replenish our depleted natural resources; and

WHEREAS, the Prairie Village Environment/Recycle Committee in conjunction with the Shawnee Mission East Environment Club joined forces to sponsor an "Earth Fair" on Saturday, March 28th to educate, inform and provide opportunities for citizens to take action to preserve our earth and its resources.

NOW, THEREFORE, I, Laura Wassmer, Mayor of the City of Prairie Village, in special recognition of our commitment to this earth, do hereby proclaim

April 22, 2016 as Earth Day in Prairie Village

And strongly urge all citizens to take action to preserve and protect our earth.

Mayor Laura Wassmer

City Clerk

Date



INSURANCE COMMITTEE

Council Meeting Date: April 18, 2016
Committee Meeting Date: April 18, 2016

*COU2016-16: Consider 2016-2017 Insurance Renewals

RECOMMENDATION

Insurance Committee Recommends the City Council approve the renewal of all of the City's insurance needs with Travelers and RLI for the coverage year May 2016 to May 2017.

Traveler's coverage for year May 2016 to May 2017 will include:

- Property
- GL/Auto/Public Official/employment practices
- Employee Benefits liability
- Law Enforcement liability
- Cyber liability
- Crime liability
- Fiduciary liability
- Treasurer Bond
- Umbrella
- Workers Compensation

RLI coverage for year May 2016 to May 2017 will include:

- Inland Marine (RLI) - includes statutory and mobile equipment

SUGGESTED MOTION

Recommend the City Council approve the insurance renewal policy and rates with Travelers and RLI at a renewal rate not to exceed \$371,553 for the upcoming coverage year.

BACKGROUND

The Insurance Committee discussed the renewal options at the March 22nd meeting. The committee reviewed Worker's Compensation claims. The City and Truss's Safety & Loss control department along with Traveler's Insurance Company's safety department continue to meet and plan out training for City

employees. Worker's Compensation is covered on a first dollar basis. This means the insurance policy will provide full coverage for the entire value of a loss without a deductible. Prior to May 2014 the City had a \$10,000 deductible per incident. The City was averaging approximately \$15,000 a year in Worker's Compensation deductibles.

Overall, the renewal represents an increase of \$25,879 or 7.5%. The proposed policy is very similar to the current plan and includes an increase in statutory insurance to reflect the appraisers values.

The most significant change in premium is the Inland Marine coverage rate with an increase of \$3,172 and Worker's Compensation with an increase of \$22,726. All other rates are similar or reduced from expiring year.

FUNDING SOURCE

The premiums are budgeted in the general fund in 2016 and the renewal amount will be budgeted as part of the 2017 budget process. With coverage starting in May, both budget years will be affected by the renewal amount. The deductible amounts will be taken from insurance reserve fund.

ATTACHMENTS

- Premium Comparison

PREPARED BY:

Lisa Santa Maria, Finance Director

Date: April 12, 2016



City Of Prairie Village Kansas

Premium Comparison

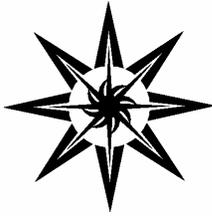
COVERAGE	EXPIRING PREMIUM	RENEWAL PREMIUM
Property	\$41,884.00	\$41,992.00
Inland Marine	\$2,864.00	\$6,036.00
General Liability	\$23,834.00	\$24,881.00
Employee Benefits Liability	\$210.00	\$381.00
Law Enforcement Liability	\$35,258.00	\$35,258.00
Public Entity Mangement Liability	\$3,687.00	\$3,680.00
Employment Practices Liability	\$13,550.00	\$14,758.00
Automobile Liability	\$33,936.00	\$31,845.00
Automobile Physical Damage	\$15,018.00	\$13,954.00
Cyber Liability	\$2,757.00	\$3,175.00
Umbrella	\$25,423.00	\$25,507.00
Workers' Compensation	\$140,063.00	\$162,789.00
Crime	\$3,418.00	\$3,481.00
Special Crime	Included	Included
Fiduciary Liability	\$3,575.00	\$3,619.00
<u>Treasurer Bond – Fielding Jr.</u>	<u>\$197.00</u>	<u>\$197.00</u>
Total	\$345,674.00	\$371,553.00
Total Excluding Workers' Comp	\$205,611.00	\$208,764.00

Options:

- \$5,000 Workers Compensation Deductible = \$147,598.00
- \$10,000 Workers Compensation Deductible = \$141,498.00

Comment:

- Statuary Limit from \$100,000 to \$582,650



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: April 18, 2016

Council Meeting Date: April 18, 2016

CONSIDER INTERLOCAL AGREEMENT WITH CITY OF OVERLAND PARK

RECOMMENDATION

Move to approve the interlocal agreement with City of Overland Park for improvements to 75th Street, Mission Road and Walmer Street and 95th Street, Mission Road to Nall Avenue.

BACKGROUND

Ultra-thin bonded asphalt surface (UBAS) is a preventative maintenance tool used to help extend the life of a road by placing a thin overlay onto a prepared asphalt surface. The overlay can disperse water quickly off the surface, which reduces roadway spray from vehicles and provides greater visibility in wet weather.

The City of Overland Park has planned for a UBAS project on 75th Street and 95th Street in the summer of 2016. Both roadways are the city limit boundary between Overland Park and Prairie Village. The estimated cost for this project is \$877,000 and includes surface treatment to the shared roadways and to 75th Street, between Mission Road and Nall Avenue. This agreement will limit the City of Prairie Village share to \$460,000. The City's funding for this project comes from the 2016 UBAS Program.

FUNDING SOURCE

Funding is available under the Capital Infrastructure Program, UBAS2016

RELATION TO VILLAGE VISION

CFS3a. Ensure streets and sidewalks are in good condition by conducting maintenance and repairs as needed.

TR1a. Ensure that infrastructure improvements meet the needs of all transportation users.

ATTACHMENTS

1. Interlocal Agreement with the City of Overland Park.

PREPARED BY

Melissa Prenger, Sr. Project Manager

April 11, 2016

AGREEMENT BETWEEN THE CITY OF OVERLAND PARK, KANSAS, AND THE CITY OF PRAIRIE VILLAGE, KANSAS, FOR THE PUBLIC IMPROVEMENT OF 75TH STREET FROM METCALF AVENUE TO MISSION ROAD AND 95TH STREET FROM NALL AVENUE TO MISSION ROAD (MR-1711).

THIS AGREEMENT, made and entered into this ____ day of _____, 2016, by and between the CITY OF OVERLAND PARK, KANSAS (hereinafter "OVERLAND PARK"), and the CITY OF PRAIRIE VILLAGE, KANSAS (hereinafter "PRAIRIE VILLAGE"), each party having been organized and now existing under the laws of the State of Kansas (hereinafter OVERLAND PARK and PRAIRIE VILLAGE may be referred to singularly as the "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, the Parties hereto have determined it is in their best interest to make the public improvement to 75th Street from Metcalf Avenue to Mission Road and 95th Street from Nall Avenue to Mission Road as such improvement is hereinafter described; and

WHEREAS, K.S.A. 12-2908 and K.S.A. 68-169 authorize the Parties hereto to cooperate in making the public improvement; and

WHEREAS, the Governing Bodies of each of the Parties hereto have determined to enter into this Agreement for the aforesaid public improvement, as authorized and provided by K.S.A. 12-2908 and K.S.A. 68-169; and

WHEREAS, the Governing Body of PRAIRIE VILLAGE did approve and authorize its mayor to execute this Agreement by official vote of the Body on the ____ day of _____, 2016; and

WHEREAS, the Governing Body of OVERLAND PARK did approve and authorize its mayor to execute this Agreement by official vote of the Body on the ____ day of _____, 2016.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants and agreements herein contained, and for other good and valuable considerations, the Parties hereto agree as follows:

1. PURPOSE OF AGREEMENT. The Parties hereto enter into this Agreement for the purpose of constructing the public improvement on 75th Street from Metcalf Avenue to Mission Road and 95th Street from Nall Avenue to Mission Road as heretofore described by performing the following work:

The work includes asphalt patching and applying Chip Seal (UBAS) to the existing street, pavement markings, traffic signal improvements, and other items incidental to the street improvement (hereinafter the "Improvement").

2. ESTIMATED COST OF PROJECT.

- A. The estimated cost of construction for the Improvement covered by this Agreement, exclusive of the cost of right-of-way or easement acquisition, is Eight Hundred Seventy-seven Thousand and 00/100 Dollars (\$877,000.00).

- B. The cost of making the Improvement shall include:
 - (1) Labor and material used in making the Improvement; and
 - (2) Such other expenses which are necessary in making the Improvement, exclusive of the cost of acquiring real property and any improvement thereon for the location of the Improvement. These expenses include but are not limited to design, project administration, construction inspection, material testing and utility relocations.
- C. The cost of making the said Improvement shall be distributed between the Parties as follows:
 - (1) PRAIRIE VILLAGE shall pay **52%** of said Improvement, total share estimated to be **\$460,000**.
 - (2) OVERLAND PARK shall pay **48%** of said Improvement, total share estimated to be **\$417,000**.
 - (3) Each Party shall acquire and pay all costs associated with the right-of-way or easement acquisition for that portion of the project located within its respective boundary. Additionally, each Party shall pay the cost of financing and/or bonding its share of the project cost.
- 3. FINANCING. OVERLAND PARK and PRAIRIE VILLAGE shall each pay their portion of the cost with monies budgeted and appropriated funds.
- 4. OVERLAND PARK ADMINISTRATION OF PROJECT. It is acknowledged and understood between the Parties that since there are two separate entities included within the proposed Improvement, one of the entities should be designated as being “in charge” of the project to provide for its orderly design and construction. However, both entities shall have the right of review and comment on project decisions at any time throughout duration of this Agreement, and any subsequent agreements hereto. The Improvement shall be constructed and the job administered by OVERLAND PARK acting by and through the OVERLAND PARK Director of Public Works (hereinafter the “PW Director”), who shall be the principal public official designated to administer the Improvement; provided, that the PW Director shall, among his several duties and responsibilities, assume and perform the following:
 - A. Make all contracts for the Improvement, including the responsibility to solicit bids by publication in the official newspaper of OVERLAND PARK. In the solicitation of bids, the most favorable bid shall be determined by OVERLAND PARK administering the project and the Governing Body of OVERLAND PARK approving the lowest responsible bidder for the project, except that the Governing Body of PRAIRIE VILLAGE reserves the right to reject the successful bidder in the event that the bid price

exceeds the engineer's estimate. If all bids exceed the estimated cost of the Improvement, then either OVERLAND PARK or PRAIRIE VILLAGE shall have the right to reject the bid. In such case, the project shall rebid at a later date.

- B. Submit to PRAIRIE VILLAGE on or before the 10th day of each month, or as received, estimates of accrued costs of constructing the Improvement for the month immediately preceding the month the statement of costs is received; provided that PRAIRIE VILLAGE shall within thirty (30) days after receipt of a statement of costs as aforesaid, remit their portion of the accrued costs to OVERLAND PARK as herein agreed.
 - C. Upon completion of the Improvement, the PW Director shall submit to PRAIRIE VILLAGE a final accounting of all costs incurred in making the Improvement for the purpose of apportioning the same among the Parties as provided herein.
 - D. PRAIRIE VILLAGE shall be named as additional insured on all applicable certificates of insurance issued by the contractor (the "Contractor(s)") for this project.
 - E. OVERLAND PARK shall require performance and completion bonds for the Improvement from all Contractors and require that all Contractors discharge and satisfy any mechanics or materialman's liens that may be filed.
 - F. OVERLAND PARK shall require that any Contractor provide a two-year performance and a two-year maintenance bond for the Improvement. As Administrator, OVERLAND PARK will, upon request of PRAIRIE VILLAGE, make any claim upon the maintenance bond or performance bond and require that the Contractor fully perform all obligations under the performance and maintenance bonds, and this obligation shall survive the termination of this Agreement and shall be in force and effect for the full term of the performance and maintenance bond.
 - G. OVERLAND PARK shall include in contracts for construction a requirement that the Contractor defend, indemnify and save OVERLAND PARK and PRAIRIE VILLAGE harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit or action for injuries or damages sustained to persons or property by reason of the acts or omissions of the Contractor and the performance of his or her contract.
5. DURATION AND TERMINATION OF AGREEMENT. The Parties hereto agree that except for the obligations of OVERLAND PARK which may arise after completion of the Improvement as set forth in Paragraph 4 F, above, this Agreement shall exist until the completion of the aforesaid Improvement, which shall be deemed completed upon certification to each of the Parties hereto by the PW Director advising that the Improvement has been accepted by him as constructed; provided that upon the occurrence of such certification by the PW Director, this Agreement shall be deemed terminated and of no further force or effect.

6. PLACING AGREEMENT IN FORCE. The administering body described in Paragraph 4 hereof shall cause this Agreement to be executed in triplicate. Each Party hereto shall receive a duly executed copy of this Agreement for their official records.
7. AMENDMENTS. This Agreement cannot be modified or changed by any verbal statement, promise or agreement, and no modification, change nor amendment shall be binding on the Parties unless it shall have been agreed to in writing and signed by both Parties.
8. JURISDICTION. This Agreement shall be construed according to the laws of the State of Kansas and may be enforced in any court of competent jurisdiction.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in triplicate by each of the Parties hereto on the day and year first above written.

CITY OF OVERLAND PARK, KANSAS

By _____
CARL GERLACH, MAYOR

ATTEST:

MARIAN COOK, CITY CLERK

APPROVED AS TO FORM:

MICHAEL KOSS
ASSISTANT CITY ATTORNEY II

CITY OF PRAIRIE VILLAGE, KANSAS

By _____
LAURA WASSMER, MAYOR

ATTEST:

JOYCE HAGEN MUNDY, CITY CLERK

APPROVED AS TO FORM:

CATHERINE P. LOGAN, CITY ATTORNEY

**APPROVAL OF SCOPE OF POND WORK,
NOW KNOWN AS STORMWATER IMPROVEMENTS**

THIS APPROVAL OF SCOPE OF POND WORK, NOW KNOWN AS STORMWATER IMPROVEMENTS (“Approval is made on the date executed by each of the **CITY OF PRAIRIE VILLAGE, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (the “**City**”), **JOHNSON COUNTY PARK AND RECREATION DISTRICT**, a body corporate and political subdivision organized and existing pursuant to the laws of the State of Kansas (“**JCPRD**”), and **MB-18, LLC**, a Kansas limited liability company (“**Developer**”).

RECITALS

A. Developer and City entered into a Development Agreement (the “**Development Agreement**”) dated December 21, 2015 relating to the implementation of a redevelopment project plan (the “**Project Plan**”) for the area (the “**Park and Village Project Area**”) within the Meadowbrook Redevelopment District which is the location of the former Meadowbrook Country Club.

B. The Project Plan includes the acquisition and use of approximately 82 acres of the Park and Village Project Area (“**Park Site**”) for a public park, and certain public improvements to be completed on the Park Site, including “**Pond Work**” as defined in the Development Agreement.

C. The City and JCPRD entered into that certain Park Site Gift Agreement dated December 21, 2015 (the “**Park Agreement**”), which provides that if certain conditions are satisfied, the City will issue TIF Bonds (as defined in the Development Agreement and Park Agreement) and use a portion of the proceeds to purchase the Park Site from the Developer, direct the Developer to convey the Park Site to JCPRD, that JCPRD will accept the Park Site, and that a portion of the proceeds of the TIF Bonds will be used to pay for the costs of the Pond Work.

D. It is a condition to Closing (as defined in the Development Agreement and the Park Agreement) that the Governing Body of the City, JCPRD and the Developer shall have approved in writing the scope of the Pond Work.

E. The scope of the Pond Work is now incorporated into plans for stormwater improvements which have been submitted by the City to the Johnson County Stormwater Management Advisory Council for approval of a funding grant (the “**Stormwater Improvements**”).

F. Subject to Closing the Stormwater Improvements will be completed by the City pursuant to a separate agreement with JCPRD.

G. The Stormwater Improvements are generally depicted on the attached Exhibit A.

H. The Governing Body of the City, JCPRD and the Developer desire to confirm their approval of the scope of the Pond Work, now known as the Stormwater Improvements.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants herein contained and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties by their execution hereof, the parties agree as follows.

1. **Recitals.** The above Recitals are hereby incorporated into this Agreement in full and form an integral part hereof.

2. **Approval.** The Governing Body of the City, JCPRD and the Developer hereby approve the scope of the Pond Work, now known as the Stormwater Improvements, as described herein.

IN WITNESS WHEREOF, the City, JCPRD and the Developer have duly executed this Approval pursuant to all requisite authorizations on the dates set forth below.

CITY:

CITY OF PRAIRIE VILLAGE, KANSAS,

By: _____

Laura Wassmer, Mayor

Dated: _____

Attest:

Joyce Hagen Mundy
City Clerk

Approved as to Form:

Catherine P. Logan
City Attorney

JCPRD:

**JOHNSON COUNTY PARK & RECREATION
DISTRICT**

By: _____
Print Name and Title
Dated: _____

Attest:

Print Name and Title

Approved as to Form

Ernest C. Ballweg, Attorney for
Johnson County Park & Recreation
District

DEVELOPER:

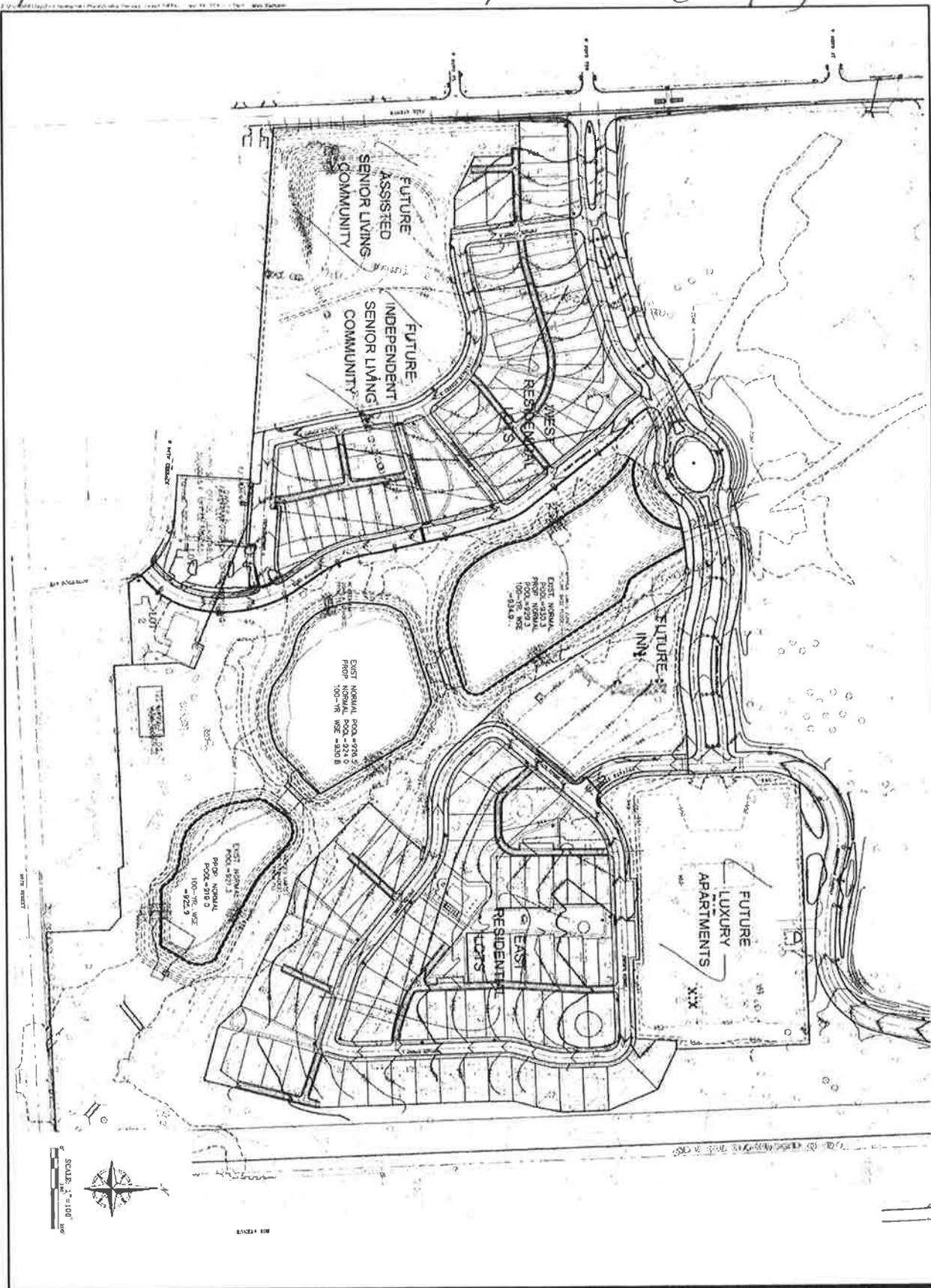
**MB-18, LLC,
a Kansas limited liability company**

By: _____

Printed Name and Title:

Dated: _____

Scope of Pond Work - "Stormwater Improvements" (P.1 of 2)



C2.1	PROJECT NO. 2008	DATE	REVISION
	12.08	12.08.08	
	12.08	12.08.08	
	12.08	12.08.08	

GRADING PLAN - OVERALL
 MEADOWBROOK PARK
 PRAIRIE VILLAGE, KANSAS
 FINAL DEVELOPMENT PLANS

PEI
 PROJECT: MEADOWBROOK PARK
 LOCATION: PRAIRIE VILLAGE, KS
 DATE: 12/08/08
 DRAWN BY: J. J. JONES
 CHECKED BY: J. J. JONES
 www.pei-engineering.com

PEI ENGINEERING, INC.
 1000 N. W. 10th St.
 Suite 100
 Ft. Lauderdale, FL 33304
 Phone: 954.577.1111
 Fax: 954.577.1112

Scope of PWD Work - "Stormwater Improvements" (P. 2 of 2)



**Figure 2-3 Alternative 3
Conceptual Solution**

APPROVAL OF SCOPE OF INITIAL TRAIL WORK

THIS APPROVAL OF SCOPE OF INITIAL TRAIL WORK (“Approval”) is made on the date executed by each of the **CITY OF PRAIRIE VILLAGE, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (the “City”), **JOHNSON COUNTY PARK AND RECREATION DISTRICT**, a body corporate and political subdivision organized and existing pursuant to the laws of the State of Kansas (“JCPRD”), and **MB-18, LLC**, a Kansas limited liability company (“Developer”).

RECITALS

A. Developer and City entered into a Development Agreement (the “**Development Agreement**”) dated December 21, 2015 relating to the implementation of a redevelopment project plan (the “**Project Plan**”) for the area (the “**Park and Village Project Area**”) within the Meadowbrook Redevelopment District which is the location of the former Meadowbrook Country Club.

B. The Project Plan includes the acquisition and use of approximately 82 acres of the Park and Village Project Area (“**Park Site**”) for a public park, and certain public improvements to be completed on the Park Site, including “**Initial Trail Work**” as defined in the Development Agreement.

C. The City and JCPRD entered into that certain Park Site Gift Agreement dated December 21, 2015 (the “**Park Agreement**”), which provides that if certain conditions are satisfied, the City will issue TIF Bonds (as defined in the Development Agreement and Park Agreement) and use a portion of the proceeds to purchase the Park Site from the Developer, direct the Developer to convey the Park Site to JCPRD, that JCPRD will accept the Park Site, and that a portion of the proceeds of the TIF Bonds will be used to pay for the costs of the Initial Trail Work.

D. It is a condition to Closing (as defined in the Development Agreement and the Park Agreement) that the Governing Body of the City, JCPRD and the Developer shall have approved in writing the scope of the Initial Trail Work.

E. The scope of the Initial Trail Work is generally depicted in the Park Master Plan and on the attached Exhibit A.

F. Subject to Closing, the Initial Trail Work will be completed by JCPRD.

G. The Governing Body of the City, JCPRD and the Developer desire to confirm their approval of the scope of the Initial Trail Work.

H. The City and JCPRD understand that the Park Site and Initial Trail Work are being financed with TIF Bonds.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants herein contained and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties by their execution hereof, the parties agree as follows.

1. **Recitals.** The above Recitals are hereby incorporated into this Agreement in full and form an integral part hereof.

2. **Approval.** The Governing Body of the City, JCPRD and the Developer hereby approve the scope of the Initial Trail Work as described herein.

3. **Park Site Agreement.** The City and JCPRD acknowledge that the acquisition of the Park Site and the Initial Trail Work were financed by the City with tax-exempt TIF Bonds and therefore the Park Site and Initial Trail Work are subject to restrictions on private business use under the Internal Revenue Code of 1986, as amended. JCPRD agrees to cooperate with the City in documenting ongoing tax compliance related to the TIF Bonds. This provision shall terminate when the TIF Bonds are no longer outstanding.

IN WITNESS WHEREOF, the City, JCPRD and the Developer have duly executed this Approval pursuant to all requisite authorizations on the dates set forth below.

CITY:

CITY OF PRAIRIE VILLAGE, KANSAS,

By: _____
Laura Wassmer, Mayor
Dated: _____

Attest:

Joyce Hagen Mundy
City Clerk

Approved as to Form:

Catherine P. Logan
City Attorney

**JOHNSON COUNTY PARK & RECREATION
DISTRICT**

By: _____
Print Name and Title
Dated: _____

Attest:

Print Name and Title

Approved as to Form

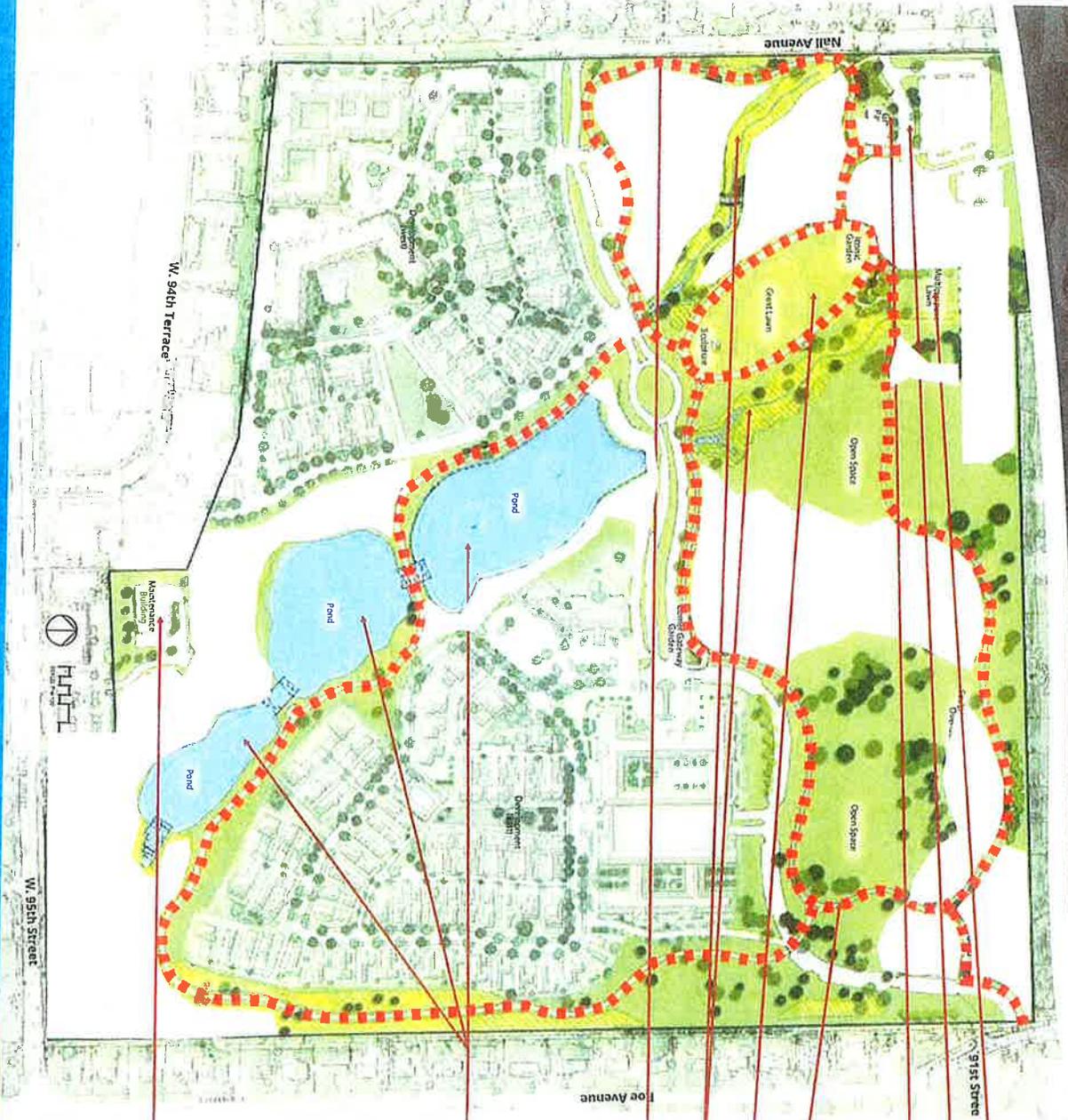
Ernest C. Ballweg, Attorney for
Johnson County Park & Recreation
District

DEVELOPER:
MB-18, LLC,
a Kansas limited liability company

By: _____
Printed Name and Title:
Dated: _____

MEADOWBROOK PARK

MASTER PLAN



- ### TIF Improvements
- Multi-purpose lawn
 - ADA parking improvements
 - Restroom
 - Trails: 2.5 miles, 3 Bridges, 10 Benches
 - Great Lawn
 - Native Plantings and Forbays
 - Berm at Mall
 - Ponds: Sediment Removal, Earthwork, Grading, waterfall structure, bridge, soft edges
 - Maintenance Building: Sanitary, fuel tank, parking lot and entry gate





COMMITMENT FOR TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this commitment have not been met within six months after the Commitment Date our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-I.

The Exceptions in Schedule B-II.

The Conditions on the other side of this page 1.

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

FIRST AMERICAN TITLE INSURANCE COMPANY has caused this Commitment to be signed by its authorized officers and the Commitment will become valid when countersigned by an authorized signatory as of Effective Date shown in Schedule A.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

Conditions

1. DEFINITIONS

(a) "Mortgage" means, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. LATER DEFECTS

The Exceptions in Schedule B Section II may be amended to show any defects, liens or encumbrances that appear for the time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements (a) and (b) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section I

or

eliminate with our written consent any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.



First American Title Insurance Company

National Commercial Services

7200 College Blvd., Overland Park, KS 66210

(913)451-4611 Phone - (913)451-8891 Fax

COMMITMENT FOR TITLE INSURANCE

Schedule A

1. Effective Date: January 04, 2016, at 8:00 AM
FIRST AMENDMENT
2. Policy or policies to be issued:
 - a. ALTA Owner's Policy (06.17.06) \$5,876,571.87
 Proposed Insured: Premium: \$5650.94
 Johnson County Parks and Recreation District
 - b. ALTA Loan Policy (06.17.06) \$TBD
 Proposed Insured: Premium: \$TBD
 To Be Determined
3. Title to the fee simple estate or interest in the land described or referred to in this Commitment is at the effective date hereof vested in:

 MB - 18, LLC, a Kansas limited liability company
4. The land referred to in this Commitment is described as follows:

**Legal Description attached hereto as Exhibit A
and by this reference incorporated herein.**

**If there are any questions concerning this commitment,
please contact Thomas Jensen at TJensen@firstam.com.**

COMMITMENT FOR TITLE INSURANCE

Schedule B - Section I (Requirements)

The following are the requirements to be complied with:

1. Pay the agreed amounts for the interest in the land and/or mortgage to be insured.
2. Pay us the premiums, fees and charges for the Policy.
3. Documents satisfactory to us creating the interest in the land and/or mortgage to be insured must be signed, delivered and recorded.
4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
5. If there has been construction, improvements or repairs to or on the property in the last 12 months, or a portion or all of the loan proceeds will be used for such, then unrecorded mechanics lien coverage will not be furnished unless arrangements are made prior to closing. If the property is 1-4 family residential, a Mechanic's Lien Indemnity Agreement secured by a satisfactory Letter of Credit will need to be furnished to the company. If the property is not 1-4 family residential, either the aforesaid secured indemnity or satisfactory financial statements, indemnities, affidavits and possibly lien waivers, will need to be furnished to the company. Failure to notify the company in writing before closing will invalidate any mechanic's lien coverage given in the policy.
6. In order to delete Exceptions 1, 5 and 6 on Schedule B - II, the Company requires a properly completed and executed Owner's Affidavit in a form that is acceptable to the Company.
7. In regard to MB - 18, LLC, we require the following:
 - A) Furnish a copy of the Articles of Organization and the Operating Agreement.
 - B) Furnish a Certificate of Good Standing from the Kansas, Secretary of State's office.
 - C) Furnish a resolution of the members authorizing the proposed transaction.
 - D) The proposed transaction should be executed by all the members of the LLC unless provided otherwise in the operating agreement. If the members of the above referenced limited liability company are entities other than individuals, additional requirements will be made.

Upon review of these items we reserve the right to make further requirements.

8. In regard to City of Prairie Village, we require the following:

Furnish a proper resolution authorizing the proposed transaction and identifying the parties authorized to execute instruments necessary to close this transaction.

Upon review of these items we reserve the right to make further requirements.

This commitment is invalid unless the insuring provisions and Schedules A and B are attached.

9. In regard to Johnson County Park and Recreation District, we require the following:
- Furnish a proper resolution authorizing the proposed transaction and identifying the parties authorized to execute instruments necessary to close this transaction.
- Upon review of these items we reserve the right to make further requirements.
10. This item has been intentionally deleted.
11. Proof of payment of taxes shown at Exception No. 7 on Schedule B - Section II.
12. It is our understanding that only a portion of the premises in question is to be the subject of the proposed transaction.
- Furnish a Survey prepared by a registered land surveyor dated no more than 90 days prior to the closing date of subject transaction and certified to the proposed insured(s) and First American Title Insurance Company, meeting the minimum standards for ALTA/ACSM surveys.
- The survey must establish a satisfactory land description which precisely sets forth the location of the land's boundaries.
- Upon receipt thereof the Company reserves the right to make additional requirements/exceptions as it may deem necessary.

In the event of a cancellation, there will be a minimum charge of \$450.00.

CLOSING INFORMATION NOTE: If the closing for the subject property is to be conducted by First American Title Insurance Company, we require all monies due to be in the form of a Cashier's Check or Wire Transfer. If the parties use a cashier's check in lieu of wired funds, it may take 24-48 hours to verify with the institution issuing the check that we have good funds. **We are unable to close until we receive this verification and THIS MAY DELAY CLOSING.**

The above applies to all closings unless other specific arrangements are made. Due to wide variances in banking practices and lack of control over funds "on the wire" we cannot accept financial responsibility for delays in the clearing of funds.

COMMITMENT FOR TITLE INSURANCE

Schedule B - Section II (Exceptions)

Schedule B of the policy or policies to be issued will contain the exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties in possession not shown by the public records.
3. Encroachments, overlaps, boundary disputes, shortage in area, or any other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Easements or claims of easements not shown by the public records.
5. Any lien, or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public record. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or the public record.
7. Taxes and assessments for the year 2015 and subsequent years.

Taxes for the year 2015 in the amount of \$138.88 are HALF PAID. This amount includes the following installments for special assessments: NONE
TAX PARCEL NO. OF251233-1013

Taxes for the year 2015 in the amount of \$84,773.76 are HALF PAID. This amount includes the following installments for special assessments: PVCSTMWATER
TAX PARCEL NO. OF251233-2001

Taxes for the year 2015 in the amount of \$2,924.73 are HALF PAID. This amount includes the following installments for special assessments: PVCSTMWATER
TAX PARCEL NO. OF251233-2002

Taxes for the year 2015 in the amount of \$3,615.11 are HALF PAID. This amount includes the following installments for special assessments: PVCSTMWATER
TAX PARCEL NO. OF251233-2023

Taxes for the year 2015 in the amount of \$53,638.51 are HALF PAID. This amount includes the following installments for special assessments: PVCSTMWATER
TAX PARCEL NO. OF251233-2026

This commitment is invalid unless the insuring provisions and Schedules A and B are attached.

Taxes for the year 2015 in the amount of \$161.38 are HALF PAID. This amount includes the following installments for special assessments: PVCSTMWATER
TAX PARCEL NO. OP2300000B 0001 (Lot 1)

Taxes for the year 2015 in the amount of \$142.01 are HALF PAID. This amount includes the following installments for special assessments: PVCSTMWATER
TAX PARCEL NO. OP2300000B 0002 (Lot 2)

Taxes for the year 2015 in the amount of \$122.01 are HALF PAID. This amount includes the following installments for special assessments: PVCSTMWATER
TAX PARCEL NO. OP2300000B 0003 (Lot 3)

Taxes for the year 2015 in the amount of \$170.01 are HALF PAID. This amount includes the following installments for special assessments: PVCSTMWATER
TAX PARCEL NO. OP2300000B 0004 (Lot 4)

Taxes for the year 2015 in the amount of \$138.01 are HALF PAID. This amount includes the following installments for special assessments: PVCSTMWATER
TAX PARCEL NO. OP2300000B 0005 (Lot 5)

Taxes for the year 2015 in the amount of \$138.01 are HALF PAID. This amount includes the following installments for special assessments: PVCSTMWATER
TAX PARCEL NO. OP2300000B 0006 (Lot 6)

Taxes for the year 2015 in the amount of \$134.01 are HALF PAID. This amount includes the following installments for special assessments: PVCSTMWATER
TAX PARCEL NO. OP2300000B 0007 (Lot 7)

Taxes for the year 2015 in the amount of \$94.01 are HALF PAID. This amount includes the following installments for special assessments: NONE
TAX PARCEL NO. OP2300000B 0008 (Lot 8)

Taxes for the year 2015 in the amount of \$94.01 are HALF PAID. This amount includes the following installments for special assessments: NONE
TAX PARCEL NO. OP2300000B 0009 (Lot 9)

Taxes for the year 2015 in the amount of \$94.01 are HALF PAID. This amount includes the following installments for special assessments: NONE
TAX PARCEL NO. OP2300000B 0010 (Lot 10)

Taxes for the year 2015 in the amount of \$94.01 are HALF PAID. This amount includes the following installments for special assessments: NONE
TAX PARCEL NO. OP2300000B 0011 (Lot 11)

Taxes for the year 2015 in the amount of \$126.01 are HALF PAID. This amount includes the following installments for special assessments: PVCSTMWATER
TAX PARCEL NO. OP2300000B 0012 (Lot 12)

Taxes for the year 2015 in the amount of \$258.95 are HALF PAID. This amount includes the following installments for special assessments: PVCSTMWATER
TAX PARCEL NO. OP2300000B 000A1 (Lot A)

8. Easements, restrictions and setback lines as per plat, recorded in Plat Book 19, Page 15.

This commitment is invalid unless the insuring provisions and Schedules A and B are attached.

9. Easement granted to Kansas City Power & Light Company over a portion of the premises in question as set out in Condemnation Suit No. 22314, as more fully described therein.
10. An easement to Kansas City Power and Light Company in the document recorded March 13, 1933 in Misc. Book 19, Page 490 of Official Records.

The above easement was more specifically defined and limited by a Partial Release of Easement filed in Book 201009, Page 002656.

11. An easement to Kansas City Power and Light Company in the document recorded April 22, 1957 in Misc. Book 87, Page 226 of Official Records.
12. An easement to The Gas Service Company in the document recorded July 29, 1957 as Document No. 538138 in Misc. Book 89, Page 41 of Official Records.
13. An easement to Indian Creek Sewer Sub-District No. 2 in the document recorded as Document No. 551002 in Misc. Book 94, Page 477 of Official Records.
14. An easement to The Board of County Commissioners in the document recorded February 17, 1961 as Document No. 617132 in Misc. Book 117, Page 256 of Official Records.

Partial Disclaimer filed of record in Book 952, Page 960.

15. An easement to Lateral Sewer District No. 19, Indian Creek Sewer Sub-District No. 2, Johnson County, Kansas in the document recorded as Document No. 983074 in Book 966, Page 615 of Official Records.
16. An easement to Kansas City Power and Light Company in the document recorded May 15, 1974 as Document No. 985342 in Book 971, Page 159 of Official Records.
17. An easement to Kansas City Power and Light Company in the document recorded October 22, 1974 as Document No. 1000656 in Book 1000, Page 465 of Official Records.
18. An easement to Defense Plant Corporation in the document dated August 25, 1943 in Misc. Book 28, Page 589 of Official Records.
19. An easement to Johnson County, Kansas in the document recorded as Document No. 398148 in Misc. Book 44, Page 618 of Official Records.
20. Easement and Right-of-Way reserved in the Warranty Deed filed June 7, 1967 as Document No. 780025 in Deed Book 617, Page 691, over a portion of the premises in question, as more fully described therein.
21. An easement to The City of Prairie Village in the document recorded July 9, 1986 as Document No. 1620152 in Book 2377, Page 335 of Official Records.
22. Drainage Easement granted to The City of Prairie Village in the document recorded July 9, 1986 as Document No. 1620153 in Book 2377, Page 337 of Official Records.
23. An easement to Lateral Sewer District No. 22, Indian Creek Sewer Sub-District No. 2 in the document recorded February 13, 1987 as Document No. 1678738 in Book 2517, Page 141 of Official Records.

This commitment is invalid unless the insuring provisions and Schedules A and B are attached.

24. Storm Sewer Easement granted by the instrument filed February 13, 1987 as Document No. 1678735 in Book 2517, Page 135, over a portion of the premises in question, as more fully described therein.
25. An easement to Lateral Sewer District No. 22 Indian Creek Sewer Sub-District No. 2 in the document recorded August 5, 1987 as Document No. 1730190 in Book 2641, Page 861 of Official Records.
26. Terms and provisions of Resolution No. WD02-15 for and/or enlarging Consolidated Main Sewer District of Johnson County, Kansas filed February 26, 2002 as Document No. 3380017 in Book 7667, Page 774.
27. The following matters disclosed by an ALTA/ACSM survey made by Phelps Engineering, Inc. on August 24, 2010, last revised January 26, 2011, designated Job No. 100380:
 - a. Any discrepancy between the actual boundaries of the land and the apparent boundaries indicated by fences;
 - b. Concrete pad over storm drainage easement in Misc. Book 117, Page 256;
 - c. Concrete and rail road tie wall over KCP&L easement in Misc. Book 87, Page 226;
 - d. Wood Bridges within KCP&L easement in Condemnation suit no: 22314;
 - e. Apparent sanitary encroachment;
 - f. Wood wall, tennis courts and Clubhouse Deck over sewer easement in Misc. Book 94, Page 477;
 - g. Cart Path and Tees onto Roe Avenue Right-of-Way in Southeast Corner;
 - h. Sanitary Sewer south of Somerset Drive;
 - i. Curb Inlet North of Headwall along west property line;
 - j. Telephone Risers along south property line;
 - k. Light Pole along south property line; and
 - l. Various encroachments of fences and parking areas into zoning setback areas.
28. An easement to Kansas City Power & Light Company in the document recorded September 14, 2010 in Book 201009, Page 005089 of Official Records.
29. Terms and Provisions as set forth in Water Facilities Easement, by and between Consolidated Fire District #2 of NE Johnson County and MB-18, LLC, a Kansas limited liability company, recorded in Book 201311, Page 006919.
30. Permanent Drainage Easement to the City of Prairie Village, Kansas in the document recorded in Book 201206, Page 000488 of Official Records.
31. Temporary Construction Easement to the City of Prairie Village, Kansas in the document recorded in Book 201206, Page 000490 of Official Records.
32. Permanent Sidewalk and Utility Easement to the City of Prairie Village, Kansas in the document recorded in Book 201206, Page 000492 of Official Records.
33. Permanent Public Right of Way Easement to the City of Prairie Village, Kansas in the document recorded in Book 201206, Page 000493 of Official Records.
34. Terms and Provisions as set forth in Declaration of Restrictive Covenants and Right of First Offer/Refusal, by and between MB-18, LLC, a Kansas limited liability company and Consolidated Fire District #2 of NE Johnson County, recorded in Book 201311, Page 006917.

This commitment is invalid unless the insuring provisions and Schedules A and B are attached.

35. Tenancy rights, either as month to month, or by virtue of written leases of persons in possession of any part of the subject property.

NOTE: If any requirements shown on Schedule B-Section I of this Commitment are not complied with, then the requirement or the matters constituting the requirement will be shown as an exception or exceptions on the Policy or Policies provided the Company elects to issue such Policy or Policies.

EXHIBIT A

All that part of Lots 1 and 2 and Lots 7 thru 12 and Lot A, except the South 10.00 feet and All of Lots 3 thru 6 of Block B, MEADOWBROOK ACRES, a platted subdivision of land and all that part of the Southwest Quarter of Section 33, Township 12 South, Range 25 East, in the City of Prairie Village, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter of said Section 33; thence S 87°40'29" W, along the South line of the Southwest Quarter of said Section 33, a distance of 30.00 feet to a point on the East line of said Lot A, Block B; thence N 1°50'49" W, along a line 30.00 feet West of and parallel with the East line of the Southwest Quarter of said Section 33, a distance of 40.00 feet to a point on the Northerly right-of-way line of 95th Street, as now established, said point also being the point of beginning; thence S 87°40'29" W, along the North right-of-way line of said 95th Street and being 40.00 feet North of and parallel with the South line of the Southwest Quarter of said Section 33, a distance of 590.23 feet to a point on the East line of a Deed, as recorded in the Johnson County Register of Deeds Office in Book 201311 at Page 006875; thence Northerly, Northwesterly and Westerly along the East, Northeast and North lines of said Deed for the following five (5) courses; thence N 2°06'14" W, a distance of 157.50 feet; thence N 48°59'31" W, a distance of 43.24 feet; thence S 87°40'29" W, a distance of 120.50 feet; thence N 27°56'01" W, a distance of 14.23 feet; thence S 87°40'29" W, a distance of 15.01 feet to the Northeast plat corner of GREENVIEW PLACE, a platted subdivision of land in the City of Prairie Village, Johnson County, Kansas; thence continuing S 87°40'29" W (platted S 89°47'09" W), along the North plat line of said GREENVIEW PLACE, a distance of 490.00 feet to the Northwest plat corner of said GREENVIEW PLACE, said Northwest plat corner also being a point on the East line of a Survey of Improvements as recorded in the Johnson County register of Deeds Office in book 1013 at page 383; thence N 2°06'14" W (surveyed N 0°00'00" E), a distance of 161.30 feet; thence N 22°14'50" E, a distance of 40.28 feet; thence N 67°41'14" W, a distance of 62.00 feet; thence S 22°14'50" W, a distance of 15.00 feet to a point on the Northerly line of a deed recorded in the Johnson County Register of Deeds Office in book 6242 at page 978; thence N 67°41'14" W (Deeded N 65°35'00" W), along the Northerly line of said deed, a distance of 85.57 feet; thence Northerly on a curve to the left, said curve having an initial tangent bearing of N 5°31'37" E and a radius of 325.00 feet, an arc distance of 231.41 feet; thence N 35°16'13" W, a distance of 58.93 feet; thence Northwesterly on a curve to the right, said curve being tangent to the last described course and having a radius of 291.00 feet, an arc distance of 137.75 feet; thence Northerly on a curve to the left, said curve being tangent to the last described course and having a radius of 520.00 feet, an arc distance of 38.35 feet; thence N 12°22'24" W, a distance of 161.04 feet; thence Northwesterly on a curve to the left, said curve being tangent to the last described course and having a radius of 520.00 feet, an arc distance of 32.48 feet; thence N 15°57'08" W, a distance of 99.30 feet; thence Northwesterly on a curve to the left, said curve being tangent to the last described course and having a radius of 210.00 feet, an arc distance of 82.46 feet; thence N 38°27'04" W, a distance of 263.82 feet; thence Northwesterly on a curve to the left, said curve being tangent to the last described course and having a radius of 200.00 feet, an arc distance of 47.31 feet; thence N 52°00'20" W, a distance of 15.96 feet; thence Northwesterly on a curve to the right, said curve being tangent to the last described course and having a radius of 160.00 feet, an arc distance of 56.83 feet; thence Northeasterly on a curve to the right, said curve having an initial tangent bearing of N 61°12'26" E and a radius of 267.47 feet, an arc distance of 55.09 feet; thence Easterly on a curve to the right, said curve being tangent to the last described course and having a radius of 85.00 feet, an arc distance of 45.67 feet; thence Easterly on a curve to the left, said curve being tangent to the last described course and having a radius of 135.79 feet, an arc distance of 160.95 feet; thence Northeasterly on a curve to the right, said curve being tangent to the last described course and having a radius of 70.00 feet, an arc distance of 51.19 feet; thence Easterly on a curve to the right, said curve being tangent to the last described course and having a radius of 479.59 feet, an arc distance of 167.76 feet; thence S 31°02'03" E, a distance of 525.22 feet; thence S 42°05'17" E, a distance of 187.42 feet; thence Southeasterly on a curve to the left, said curve being tangent to the last described course and having a radius of 210.00 feet, an arc distance of 175.61 feet; thence N 90°00'00" E, a distance of 58.60 feet; thence Easterly on a curve to the right, said curve being tangent to the last described course and having a radius of 160.00 feet, an arc distance of 56.44 feet; thence S 43°15'03" W, a distance of 187.59 feet; thence S 46°44'57" E, a distance of 260.00 feet; thence S 73°30'05" E, a distance of 89.85 feet; thence S 64°07'33" E, a distance of 260.00 feet; thence S 42°37'29" E, a distance of 76.34 feet; thence S 75°24'44" E, a distance of 140.00 feet; thence N 14°35'16" E, a distance of 281.19 feet; thence N 1°44'24" W, a

This commitment is invalid unless the insuring provisions and Schedules A and B are attached.

distance of 430.62 feet; thence N 0°15'29" W, a distance of 60.14 feet; thence N 14°48'03" E, a distance of 59.96 feet; thence N 11°51'43" E, a distance of 59.86 feet; thence N 00°40'00" W, a distance of 59.97 feet; thence N 1°49'44" W, a distance of 60.00 feet; thence N 23°07'43" W, a distance of 132.03 feet; thence N 65°02'30" W, a distance of 110.25 feet; thence N 1°50'49" W, a distance of 330.98 feet; thence S 88°09'11" W, a distance of 660.56 feet; thence Northeasterly, Easterly and Southeasterly on a curve to the right, said curve having an initial tangent bearing of N 33°41'13" E and a radius of 160.00 feet, an arc distance of 195.81 feet; thence Southeasterly on a curve to the left, said curve being tangent to the last described course and having a radius of 1,025.00 feet, an arc distance of 262.12 feet; thence Northeasterly on a curve to the left, said curve being tangent to the last described course and having a radius of 210.00 feet, an arc distance of 283.89 feet; thence N 11°42'03" E, a distance of 323.83 feet; thence Northeasterly on a curve to the right, said curve being tangent to the last described course and having a radius of 160.00 feet, an arc distance of 169.61 feet; thence N 72°26'22" E, a distance of 71.21 feet to a point on the East line of said Lots 1 through 12 and Lot A, Block B and being 30.00 feet West of the East line of the Southeast Quarter of said Section 33; thence S 1°50'49" E, along the East line of said Lots 1 through 12 and Lot A, Block B and being 30.00 feet West of and parallel with the East line of the Southeast Quarter of said Section 33, a distance of 2,506.59 feet to the point of beginning.

TOGETHER WITH

Part of Lots 1 of Block B, MEADOWBROOK ACRES, a platted subdivision of land and all that part of the West half of Section 33, Township 12 South, Range 25 East, in the City of Prairie Village, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of the Southwest Quarter of said Section 33, thence S 2°06'14" E, along the West line of the Southwest Quarter of said Section 33, a distance of 43.04 feet; thence N 87°53'46" E, a distance of 30.00 feet to the intersection of the Southerly right-of-way line of Somerset Drive and the Easterly right-of-way line of Nall Avenue, both as now established, said point also being the point of beginning; thence along the Southerly right-of-way line of said Somerset Drive, for the following six (6) courses; thence Northerly, Northeasterly and Easterly on a curve to the right, said curve having an initial tangent bearing of N 9°58'39" E and a radius of 34.00 feet, an arc distance of 46.05 feet; thence N 87°34'46" E, a distance of 0.89 feet; thence Easterly on a curve to the left, said curve being tangent to the last described course and having a radius of 621.00 feet, an arc distance of 333.05 feet; thence Northeasterly on a curve to the right, said curve being tangent to the last described course and having a radius of 579.00 feet, an arc distance of 15.45 feet to a point on the Southerly plat line of WEST RIDING, a platted subdivision of land in the City of Prairie Village, Johnson County, Kansas; thence along the Southerly plat line of said WEST RIDING, for the following two (2) courses; thence N 73°10'54" E, a distance of 138.40 feet; thence Northeasterly on a curve to the left, said curve being tangent to the last described course and having a radius of 640.00 feet, an arc distance of 176.13 feet to a point on the West plat line of WEST RIDING, 2ND PLAT, a platted subdivision of land in the City of Prairie Village, Johnson County, Kansas; thence S 13°32'29" E (platted S 11°43'23" E), along the West plat line of said WEST RIDING, 2ND PLAT, a distance of 183.42 feet to the Southwest plat corner of said WEST RIDING, 2ND PLAT; thence N 87°37'32" E (platted N 89°26'38" E), along the South plat line of said WEST RIDING, 2ND PLAT and the North plat line of said MEADOWBROOK ACRES, a distance of 1904.29 feet to the Northeast corner of Lot 1, said MEADOWBROOK ACRES, said Northeast corner also being 30.00 feet West of the Northeast corner of the Southwest Quarter of said Section 33; thence S 1°50'49" E, along the East line of said Lot 1, Block B, said East line being 30.00 feet West of and parallel with the East line of the Southwest Quarter of said Section 33, a distance of 54.21 feet; thence S 72°26'22" W, a distance of 85.28 feet; thence Southwesterly on a curve to the left, said curve being tangent to the last described course and having a radius of 210.00 feet, an arc distance of 222.62 feet; thence S 11°42'03" W, a distance of 323.83 feet; thence Southwesterly on a curve to the right, said curve being tangent to the last described course and having a radius of 160.00 feet, an arc distance of 216.29 feet; thence Westerly on a curve to the right, said curve being tangent to the last described course and having a radius of 975.00 feet, an arc distance of 249.33 feet; thence Southwesterly on a curve to the left, said curve being tangent to the last described course and having a radius of 210.00 feet, an arc distance of 387.22 feet; thence S 1°50'49" E, a distance of 62.07 feet; thence S 88°09'11" W, a distance of 45.15 feet; thence Westerly on a curve to the left, said curve being tangent to the last described course and having a radius of 562.89 feet, an arc distance of 84.71 feet; thence Westerly on a curve to the right, said curve being tangent to the last described course and having a radius of 444.50 feet, an arc distance of 199.48 feet; thence Westerly on a curve to the left, said curve being tangent to the last described course and having a radius of 599.59 feet, an arc distance of 334.74 feet; thence Westerly on a curve to the right, said curve being tangent to the last described course and having a radius of 70.00 feet, an arc distance of 34.52 feet; thence Westerly on a curve to the left, said curve being tangent to the last described course and having a radius of 124.17 feet, an arc distance of 132.73 feet; thence Southwesterly on a curve to the right, said curve being tangent to the last described course and having a radius of 100.00 feet, an arc distance of 55.53 feet; thence Southwesterly on a curve to the left, said curve being tangent to the last described course and having a radius of 387.47 feet, an arc distance of 175.65 feet; thence Southwesterly on a curve to the right, said curve being tangent to the last described course and having a radius of 180.27 feet, an arc distance of 88.04 feet; thence S 74°05'30" W, a distance of 185.25 feet; thence Westerly on a curve to the right, said curve being tangent to the last described course and having a radius of 444.65 feet, an arc distance of 115.38 feet; thence S 88°57'33" W, a distance of 222.66 feet; thence N 02°06'14" W, a distance of 50.01 feet; thence N 4°57'47" W, a distance of 300.69 feet to a point on the Easterly right-of-way line of said Nall Avenue; thence N 2°06'14" W, along the Easterly right-of-way line of said Nall Avenue, a distance of 711.66 feet to the point of beginning.

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (“**Agreement**”) is made this _____ day of April, 2016 (the “**Effective Date**”), by and among the **CITY OF PRAIRIE VILLAGE, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (the “**City**”), **MB-18, LLC**, a Kansas limited liability company (“**MB-18**”), **JOHNSON COUNTY PARK AND RECREATION DISTRICT**, a body corporate and political subdivision organized and existing pursuant to the laws of the State of Kansas (“**JCPRD**”), **JOHNSON COUNTY WASTEWATER**, a department of Johnson County, Kansas (“**JCW**”), and **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation (“**Escrow Agent**”).

RECITALS

A. MB-18 intends to develop a mixed use development on certain real property owned by MB-18 (the “**MB-18 Project**”).

B. As part of the MB-18 Project, MB-18 entered into a development agreement (the “**Development Agreement**”) with the City. The Development Agreement contemplates the City will issue certain general obligation bonds in the estimated principal amount of \$11,365,000 and certain special obligation bonds in the estimated principal amount of \$7,940,000 related to the MB-18 Project, and use \$5,872,951.00 (the “**Purchase Price**”) of the proceeds thereof to purchase certain real property from MB-18 (the “**Park Property**”).

C. The City entered into that certain Park Site Gift Agreement (the “**Park Agreement**”) with JCPRD. The Park Agreement requires the City to direct MB-18 to transfer the Park Property directly to JCPRD via a special warranty deed.

D. MB-18 and JCW entered into that certain County Wastewater Development Agreement (the “**County Agreement**”) with JCW. The County Agreement requires that the special warranty deed be placed in escrow, irrevocably other than for a condition related to termination of the 1954 Agreement (as defined in the County Agreement”) and any similar restriction, the sewer district enlargement or creation, and the issuance of the TIF Bonds (as defined in the Development Agreement).

E. Capitalized terms not defined herein shall have the meanings set forth in the Development Agreement.

F. In accordance with the Development Agreement, the Park Agreement, and the County Agreement, City, MB-18, JCPRD, and JCW desire to enter into this Agreement for the purpose of escrowing the following items (collectively, the “**Escrow Items**”):

- i. Development Agreement - executed by City and MB-18, attached as Exhibit A;
- ii. Memorandum of Agreement (City and JCPRD) - executed by City, JCPRD and MB-18, attached as Exhibit B;
- iii. Public Infrastructure Improvement Agreement - executed by City and MB-18, attached as Exhibit C;
- iv. Special Warranty Deed - executed by MB-18, attached as Exhibit D;
- v. Approval of Lighting Plan - executed by City, MB-18, and JCPRD, attached as Exhibit E;
- vi. Bond Purchase Agreement (SO TIF Bonds)- executed by City and MB-18, attached as Exhibit F;
- vii. Easement Agreement - executed by City, MB-18, and JCPRD, attached as Exhibit G;

- viii. Environmental Escrow Agreement - executed by City, MB-18, and JCPRD, attached as Exhibit H;
- ix. Approval of Scope of Initial Trail Work - executed by City, MB-18, and JCPRD, attached as Exhibit I;
- x. Approval of Scope of Pond Work, now known as Stormwater Improvements - executed by City, MB-18, and JCPRD, attached as Exhibit J;
- xi. Right of Way Maintenance Declaration - executed by MB-18, attached as Exhibit K;
- xii. Consent Letter regarding Planned Neighborhood Units - executed by City and MB-18, attached as Exhibit L;
- xiii. County Agreement - executed by MB-18 and JCW, attached as Exhibit M;
- xiv. Memorandum of Agreement (County) - executed by MB-18 and JCW, attached as Exhibit N;
- xv. Building Permit Protocol - executed by City and JCW, attached as Exhibit O;
- xvi. Release of 1954 Agreement - executed by JCW, attached as Exhibit P; and
- xvii. Order of Enlargement of the Consolidated Main Sewer District - executed by JCW, attached as Exhibit Q;

until May 17, 2016 (the “**Closing Date**”), as well as setting forth certain other rights and obligations of the parties.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants herein contained and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties by their execution hereof, the parties agree as follows.

1. **Recitals.** The above Recitals are hereby incorporated into this Agreement in full and form an integral part hereof.

2. **Appointment of Escrow Agent.** City, MB-18, JCPRD, and JCW hereby appoint Escrow Agent to act as escrow agent hereunder, and Escrow Agent hereby accepts such appointment and agrees to perform the duties of Escrow Agent hereinafter set forth, subject to the terms and conditions of this Agreement.

3. **Delivery of Escrow Items.** On the Effective Date, each of City, MB-18, JCPRD, and JCW shall deliver their respective executed original signature pages, and if required notarized, for each of the Escrow Items identified for such party in Recital E. Escrow Agent via email shall acknowledge receipt of the Escrow Items, which Escrow Items shall be held and distributed by Escrow Agent in accordance with the terms and conditions of this Agreement.

4. **Distribution of Escrow Items.** On the Closing Date:

- a. If City has closed on the issuance of the TIF Bonds, MB-18 has confirmed its obligation to pay the premium for the JCPRD Owner’s Policy in the amount of \$5650.94, and Title Company has irrevocably committed to issue the JCPRD Owner’s Policy to JCPRD upon satisfaction of the conditions set forth in the Title Commitment, then:
 - i. City shall cause the Bond Trustee to deliver the Purchase Price to the Escrow Agent;
 - ii. Escrow Agent shall deliver the Purchase Price, as adjusted by a Settlement Statement approved by City, JCPRD and MB-18, to MB-18, but Escrow Agent shall retain in escrow the amount of the Environmental Escrow Funds as defined

in the Environmental Escrow Agreement to be held pursuant to the terms of that agreement; and

iii. Escrow Agent shall distribute the fully executed counterparts of the Escrow Items to the respective parties as identified in Recital E.

b. If City has closed on the issuance of the TIF Bonds, then the Escrow Agent shall record the Escrow Items in the following order:

- i. Special Warranty Deed;
- ii. Easement Agreement;
- iii. Right of Way Maintenance Agreement;
- iv. Memorandum of Agreement (City and JCPRD);
- v. Memorandum of Agreement (County);
- vi. Release of 1954 Agreement; and
- vii. Order of Enlargement of the Consolidated Main Sewer District.

c. If on the Closing Date City has not closed on the issuance of the TIF Bonds, and the parties have not each in writing to extend the Closing Date, then Escrow Agent shall return to each party its respective original signature pages.

5. **Termination of Agreement.** This Agreement shall terminate upon the earlier of the written agreement of City, MB-18, JCPRD, and JCW to terminate this Agreement, the authorized distribution by Escrow Agent of the Escrow Items, or the Closing Date, as extended. If this Agreement terminates and Escrow Agent has not distributed the Escrow Items to the respective parties, Escrow Agent shall return to each party its respective original signature pages.

6. **Liability and Indemnification of Escrow Agent.**

a. Escrow Agent shall not be liable to City, MB-18, JCPRD, and JCW, or any of their successors or permitted assigns, for any action or failure to act by Escrow Agent hereunder, except for Escrow Agent's own gross negligence or willful misconduct. City, MB-18, JCPRD, and JCW each agree to jointly and severally indemnify and hold harmless Escrow Agent, and any successor or permitted assign, from and against any and all losses, liabilities, claims, actions, damages and expenses, including reasonable attorneys' fees, arising out of or in connection with this Agreement, except for claims against Escrow Agent based upon gross negligence or willful misconduct.

b. Escrow Agent is entitled to rely upon any order, judgment, certification, demand, notice, instrument or other writing delivered to it hereunder without being required to determine the authenticity or the correctness of any fact stated therein or the propriety or validity of the service thereof. Escrow Agent may act in reliance upon any instrument or signature believed by it to be genuine and may assume that any person purporting to give any notice or receipt or advice or to make any statement or executing any document in connection with the provisions hereof has been duly authorized to so do. If Escrow Agent is in doubt as to what action it should take

hereunder, Escrow Agent is entitled to deposit the Escrow Items with a court of competent jurisdiction and interplead the other parties for a determination of the matter. Escrow Agent shall not undertake such deposit and interpleader unless it has given City, MB-18, JCPRD, and JCW a written notice ten (10) days before such deposit and interpleader as to the intentions of Escrow Agent. City, MB-18, JCPRD, and JCW agree to reimburse Escrow Agent for any expenses incurred in the event Escrow Agent interpleads the Escrow Items.

7. **Resignation.** Escrow Agent may resign upon giving ten (10) days prior written notice to City, MB-18, JCPRD, and JCW. City, MB-18, JCPRD, and JCW shall use good faith efforts to identify a successor escrow agent (the “**Successor**”) and cause the appointment of such Successor within ten (10) days following the date of such resignation. Notwithstanding the foregoing, in no event shall this Agreement terminate or Escrow Agent be permitted to resign until such time as a Successor has been appointed. Any appointed Successor must execute, acknowledge, and deliver to its predecessor escrow agent (the “**Predecessor**”), City, MB-18, JCPRD, and JCW an instrument accepting such appointment and agreeing to the terms of this Agreement. The resignation of the Predecessor thereupon becomes effective and the Successor succeeds to the rights and duties of the Predecessor hereunder. The Predecessor will immediately deliver to the Successor the Escrow Items and any documents then held by the Predecessor pursuant to this Agreement.

8. **Escrow Agent Fees.** The Escrow Agent’s fee hereunder shall be \$300.00 (the “Escrow Fee”), which Escrow Fee shall be split equally among City, MB-18, JCPRD, and JCW and payable upon the earlier of the distribution of the Escrow Items or termination of this Agreement.

9. **Adverse Claims.** In the event of any disagreement or the presentation of adverse claims or demands in connection with distribution of the Escrow Items, Escrow Agent is, at its option, entitled to refuse to comply with any such claims or demands during the continuance of such disagreement and may refrain from delivering any item affected hereby. In so doing, Escrow Agent shall not become liable to the other parties hereto due to its failure to comply with any such adverse claim or demand. Escrow Agent is entitled to continue, without liability, to refrain and refuse to act: (a) until all rights of the adverse claimants have been finally adjudicated by a court having jurisdiction over the parties and the items affected hereby, after which time Escrow Agent is entitled to act in conformity with such adjudication, or (b) until all differences have been adjusted by agreement and Escrow Agent has been notified thereof and has been directed in writing signed by City, MB-18, JCPRD, and JCW, at which time Escrow Agent is protected in acting in compliance therewith.

10. **Assignment.** None of the parties hereto may assign or transfer (voluntarily or involuntarily, whether by operation of law or otherwise) any of its rights or obligations under this Agreement without the prior written consent of the other parties.

11. **Further Assurances.** The parties will execute and deliver such further instruments and do such further acts and things as may be required to carry out the intent and purpose of this Agreement.

12. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

13. **Governing Law, Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Kansas without regard to choice of law rules. Any action to enforce or that arises out of or relates to any of the provisions of this Agreement shall be brought and heard exclusively in the courts having jurisdiction in Johnson County, Kansas, and the parties hereto hereby consent to the jurisdiction of said courts.

14. **Captions.** The captions of the Sections of this Agreement are inserted for convenience only and shall not be used in the interpretation or construction of any provisions of this Agreement.

15. **Severability.** If any provision of this Agreement is found to be invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such provision shall not affect the validity and enforceability of the remaining provisions hereof

16. **Entire Agreement.** This Agreement constitutes the sole and entire agreement between the parties with respect to the transactions contemplated herein, and there are no other agreements or understandings, oral or written, between the parties with respect thereto. All previous negotiations and discussions have been fully integrated herein. This Agreement shall not be amended or modified except by writing signed by all the parties hereto.

17. **Notices.** Any notice, demand or other communication required or permitted hereunder shall be in writing and signed by the party giving such notice, and shall be deemed to be delivered when (a) personally delivery against signed receipt, (b) sent by email followed immediately with mailing the same by regular United States mail, (c) deposited for overnight delivery with a nationally recognized overnight courier, or (d) deposited in the United States mail, sent by certified mail, postage prepaid and return receipt requested, and addressed to the following addresses. The parties may change their respective addresses for the receipt of notice hereunder by giving notice to the other parties in accordance herewith.

To City: City of Prairie Village
ATTN: City Administrator
City Hall
7700 Mission Road
Prairie Village, KS 66208
Telephone: (913) 381-6464
Email: qbennion@pvkansas.com

With a copy to: Catherine P. Logan, Esq.
Lathrop & Gage LLC
10851 Mastin
Suite 1000
Overland Park, KS 66210
Telephone: (913) 451-5168
Email: CLogan@LATHROPGAGE.COM

To MB-18: MB-18, LLC
c/o VanTrust Real Estate, LLC
4900 Main St., Suite 400
Kansas City, MO 64112
Attn: Justin Duff
Phone: 816-569-1451
Email: justin.duff@vantrustre.com

With a copy to: Chase Simmons, Esq.
Polsinelli PC
900 W. 48th Place, Ste. 900
Kansas City, MO 64112
Phone: 816-360-4207

Email: CSimmons@Polsinelli.com

To JCPRD: Johnson County Park and Recreation District
ATTN: Executive Director
JCPRD Administration Building
7904 Renner Road
Shawnee Mission, KS 66219-9723
Telephone: (913) 826-3404
Email: _____

With a copy to: Ernest C. Ballweg
Johnston, Ballweg & Modrcin, L.C.
Suite 450. Building 51
9393 West 110th Street
Overland Park, Kansas, 66210
Telephone: (913) 491-6900
Email: ernie@jbmlawkc.com

To JCW: Johnson County Wastewater
ATTN: _____
11811 S. Sunset Drive, Suite 2500
Olathe, Kansas 66061
Telephone: 913-715-8500
Email: _____

With a copy to: Don Jarrett
Chief Counsel
Legal Department
111 S. Cherry Street, Suite 3200
Olathe, Kansas 66061
Telephone: (913) 715-1840
Email: Don.Jarrett@jocogov.org

To Escrow Agent: First American Title Insurance Company
Attn: Thomas Jensen
7200 College Boulevard
Overland Park, KS 66210
Phone: 913-981-2028
Email: TJensen@firstam.com

18. **Waiver.** Any agreement on the part of a party to any extension or waiver of any provision of this Agreement shall be valid only if set forth in an instrument in writing signed on behalf of such party. A waiver by a party of the performance of any covenant, agreement, obligation, representation or warranty shall not be construed as a waiver of any other covenant, agreement, obligation, representation or warranty. A waiver by any party of the performance of any act will not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time. No failure on the part of any party to exercise, and no delay in exercising, any right, power or privilege hereunder operate as a waiver thereof

19. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Hand signatures transmitted by electronic mail in portable document format (PDF) or similar format are also permitted as binding signatures to this Agreement.

20. **Costs and Attorneys' Fees.** In the event City, MB-18, or JCPRD institutes legal action for an alleged breach of this Agreement by another party and a breach shall be established, the prevailing party shall be entitled to recover, in addition to damages or other relief, its reasonable costs and expenses, including reasonable attorneys' fees and court costs. As used herein, the term "prevailing party" shall mean the party which obtains the principal relief it has sought, whether by compromise settlement or judgment. If the party which commenced or instituted the action or proceeding shall dismiss or discontinue it without the concurrence of the other party, such other party shall be deemed the prevailing party.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the Effective Date.

CITY:

CITY OF PRAIRIE VILLAGE, KANSAS,
a municipal corporation organized and existing
pursuant to the laws of the State of Kansas

By: _____
Laura Wassmer, Mayor

Attest:

Joyce Hagen Mundy
City Clerk

Approved as to Form:

Catherine P. Logan
City Attorney

MB-18:

MB-18, LLC,
a Kansas limited liability company

By: _____

Name: _____

Title: _____

JCPRD:

**JOHNSON COUNTY PARK & RECREATION
DISTRICT,**

a body corporate organized and existing pursuant to
the laws of the State of Kansas

By: _____
Print Name and Title

Attest:

Print Name and Title

Approved as to Form

Ernest C. Ballweg, Attorney for
Johnson County Park & Recreation
District

JCW:
JOHNSON COUNTY WASTEWATER,
a department of Johnson County, Kansas

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

ESCROW AGENT:

First American Title Insurance Company,
a Nebraska corporation

By: _____
Name: _____
Title: _____

EXHIBIT A

Development Agreement - executed by City and MB-18

[See attached]

EXHIBIT B

Memorandum of Agreement (City and JCPRD) - executed by City, JCPRD and MB-18

[See attached]

EXHIBIT C

Public Infrastructure Improvement Agreement - executed by City and MB-18

[See attached]

EXHIBIT D

Special Warranty Deed - executed by MB-18

[See attached]

EXHIBIT E

Approval of Lighting Plan - executed by City, MB-18, and JCPRD

[See attached]

EXHIBIT F

Bond Purchase Agreement (SO TIF Bonds) - executed by City and MB-18

[See attached]

EXHIBIT G

Easement Agreement - executed by City, MB-18, and JCPRD

[See attached]

EXHIBIT H

Environmental Escrow Agreement - executed by City, MB-18, JCPRD and Escrow Agent

[See attached]

EXHIBIT I

Approval of Scope of Initial Trail Work - executed by City, MB-18, and JCPRD

[See attached]

EXHIBIT J

**Approval of Scope of Pond Work, now known as Stormwater Improvements - executed by City,
MB-18, and JCPRD**

[See attached]

EXHIBIT K

Right of Way Maintenance Declaration - executed by MB-18

[See attached]

EXHIBIT L

Consent Letter regarding Planned Neighborhood Units - executed by City and MB-18

[See attached]

EXHIBIT M

County Agreement - executed by MB-18 and JCW

[See attached]

EXHIBIT N

Memorandum of Agreement (County) - executed by MB-18 and JCW

[See attached]

EXHIBIT O

Building Permit Protocol - executed by City and JCW

[See attached]

EXHIBIT P

Release of 1954 Agreement - executed by JCW

[See attached]

EXHIBIT Q

Order of Enlargement of the Consolidated Main Sewer District - executed by JCW

[See attached]

CONDITIONAL ASSIGNMENT AGREEMENT

THIS CONDITIONAL ASSIGNMENT AGREEMENT (“Assignment”) is made on the date executed by each of the **CITY OF PRAIRIE VILLAGE, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (the “**City**”) and **JOHNSON COUNTY PARK AND RECREATION DISTRICT**, a body corporate and political subdivision organized and existing pursuant to the laws of the State of Kansas (“**JCPRD**”).

RECITALS

A. MB-18, LLC (“**Developer**”) and City entered into a Development Agreement (the “**Development Agreement**”) dated December 21, 2015 relating to the implementation of a redevelopment project plan (the “**Project Plan**”) for the area (the “**Park and Village Project Area**”) within the Meadowbrook Redevelopment District which is the location of the former Meadowbrook Country Club.

B. The Project Plan includes the acquisition and use of approximately 82 acres of the Park and Village Project Area (“**Park Site**”) for a public park, and certain public improvements to be completed on the Park Site, including “**Initial Trail Work**” as defined in the Development Agreement.

C. The City and JCPRD entered into that certain Park Site Gift Agreement dated December 21, 2015 (the “**Park Agreement**”), which provides that if certain conditions are satisfied, the City will issue TIF Bonds (as defined in the Development Agreement and Park Agreement) and use a portion of the proceeds to purchase the Park Site from the Developer, direct the Developer to convey the Park Site to JCPRD, that JCPRD will accept the Park Site, and that a portion of the proceeds of the TIF Bonds will be used to pay for the costs of the Initial Trail Work.

D. The Title Company has issued a Title Commitment which (a) describes the Park Site, (b) names JCPRD as the party to be insured thereunder, and (c) commits to insure marketable, fee simple title to the Park Site in JCPRD in the amount of \$5,876,571.87 upon recording of the Special Warranty Deed subject to certain matters set forth in the Title Commitment (the “**JCPRD Owner’s Policy**”).

E. Capitalized terms not defined herein shall have the meanings set forth in the Park Agreement.

F. It is a condition to Closing that City and JCPRD shall have entered into a separate assignment agreement in form and content satisfactory to each, providing for the assignment to the City by JCPRD of insurance proceeds paid to JCPRD under the JCPRD Owner’s Policy if (a) there is a failure of title, and (b) there is a shortfall of incremental tax revenues, transient guest tax revenues, IRB Sales Tax Exemption and SMAC Grant, required to pay all or any portion of the debt service on the GO TIF Bonds.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants herein contained and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties by their execution hereof, the parties agree as follows.

1. **Recitals.** The above Recitals are hereby incorporated into this Agreement in full and form an integral part hereof.

2. **Conditional Assignment.** Subject to Section 3 hereof, JCPRD hereby conditionally assigns to City a portion of the insurance proceeds to which JCPRD may be entitled under the JCPRD Owner’s Policy as a result of a failure of title.

3. **Conditions to Assignment.** This Assignment is effective only if the following conditions are satisfied:

A. JCPRD is entitled to insurance proceeds during the period ending twenty (20) years after Closing;

B. There has been a shortfall (“**Shortfall**”) of incremental tax revenues, transient guest tax revenues, IRB Sales Tax Exemption and SMAC Grant, required to pay all or any portion of the debt service on the GO TIF Bonds issued by the City; and

C. The portion of insurance proceeds assigned hereunder is limited to the amount of the Shortfall.

IN WITNESS WHEREOF, the City and JCPRD have duly executed this Assignment pursuant to all requisite authorizations on the dates set forth below.

CITY:

CITY OF PRAIRIE VILLAGE, KANSAS,

By: _____

Laura Wassmer, Mayor

Dated: _____

Attest:

Joyce Hagen Mundy
City Clerk

Approved as to Form:

Catherine P. Logan
City Attorney

**JOHNSON COUNTY PARK & RECREATION
DISTRICT**

By: _____
Print Name and Title
Dated: _____

Attest:

Print Name and Title

Approved as to Form

Ernest C. Ballweg, Attorney for
Johnson County Park & Recreation
District

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this “**Agreement**”) is effective as of _____, 2016, by and among **MB-18, LLC**, a Kansas limited liability company (“**MB-18**”), **JOHNSON COUNTY PARK AND RECREATION DISTRICT**, a body corporate and political subdivision organized and existing pursuant to the laws of the State of Kansas (“**JCPRD**”), and **CITY OF PRAIRIE VILLAGE, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (the “**City**”).

A. On September 8, 2015, the governing body of the City approved Ordinance No. 2337, which established a redevelopment district pursuant to K.S.A. § 12-1770 *et seq.*, as amended, known as the Meadowbrook Redevelopment District, which is located within the City generally bounded on the north by Somerset Drive, on the east by Roe Avenue, on the south by 95th Street and on the west by Nall Avenue, as more specifically described therein.

B. On December 21, 2015, the governing body of the City approved Ordinance No. 2343, which approved a redevelopment project plan for a redevelopment project (the “**Project**”) in an area within the Meadowbrook Redevelopment District. In connection with the Project, the City and MB-18 entered into that certain Development Agreement dated December 21, 2015 (the “**City Agreement**”), and Johnson County Wastewater and MB-18 entered into that certain County Wastewater Development Agreement dated _____ (the “**County Agreement**”).

C. On March 4, 2016, MB-18 filed with the City the final plat of Meadowbrook Park (the “**Plat**”) prepared by Phelps Engineering, Inc. The parties acknowledge that the Plat may or may not have been recorded by the Effective Date.

D. MB-18 intends to develop the Project and to install or construct, or cause to be installed and constructed, certain public infrastructure in the Project area. The City also intends to install or construct, or cause to be installed and constructed, certain public infrastructure in the Project area. In connection with the Project, on the Effective Date MB-18 conveyed to JCPRD certain real property legally described on Exhibit A (the “**Parkland**”). MB-18 retained title to that certain real property legally described on Exhibit B (the “**MB-18 Property**”). Collectively, the MB-18 Property and the Parkland have been, or the parties anticipate that they will be, replatted as Lots 1-119, Tracts A-Y, and six areas identified as public streets or right-of-way, of Meadowbrook Park, a subdivision in the City or Prairie Village, Kansas (“**Meadowbrook Park**”).

E. MB-18, JCPRD, and the City desire to set forth those certain easements on the Parkland that will be granted to MB-18 and to the City, and on the MB-18 Property that will be granted to the City, for public infrastructure purposes, and related matters.

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

1. Grant of Easements. As of the Effective Date, the respective parties hereby grant the following easements:

a. Platted Easements. JCPRD grants and conveys those certain easements identified on the Plat (the “**Platted Easements**”) at the locations and for the purposes identified on the Plat, with such grants to be effective upon recording of the Plat if such recording occurs after the Effective Date. All Platted Easements are irrevocable, non-exclusive, and perpetual in favor of the respective parties identified on the Plat.

b. Defined Easements. JCPRD grants and conveys to MB-18 the following specific easements (the “**Defined Easements**”):

i. Access Easement: An irrevocable, non-exclusive, and perpetual access easement on, over, and across Tract T for the purpose of providing pedestrian and vehicular access to and from Lot 55 of Meadowbrook Park and public street right-of-way known as Meadowbrook Parkway, as depicted on Exhibit C.

ii. Earthwork Easement: An irrevocable, non-exclusive, and temporary construction easement on, over, and across the entirety of the Parkland for the purpose of performing all work identified on that certain Earthwork Allocation Boundaries, Meadowbrook Park, Prairie Village, Kansas, Mass Grading & Land Disturbance Plans prepared by Phelps Engineering, Inc., Project No. 160008, dated 3-30-16 (the “**Earthwork Exhibit**”).

c. As-Built Easements. MB-18 delivered to the City and JCPRD that certain Easement Plan – Overall, Meadowbrook Park Apartments, Prairie Village, Kansas, prepared by Phelps Engineering, Inc., Project No. 151060, dated 3-4-16 (the “**Easement Plan**”), that depicts the overall easement plan for the Project. JCPRD grants and conveys to MB-18 all other easements depicted on the Easement Plan, to the extent such easements are not included in **Sections 1.a or 1.b**. The City Agreement and the County Agreement require that MB-18 install or construct, or cause to be installed and constructed, certain public infrastructure in the Project area. Such public infrastructure will be located in the areas depicted on the Easement Plan. For those easements not included in **Sections 1.a or 1.b**:

i. JCPRD grants to MB-18 temporary easements (the “**Temporary Easements**”) in the areas identified on the Easement Plan for the purpose of installing or constructing, or causing to be installed and constructed, (1) the public infrastructure identified on the Easement Plan, and (2) the items on the Easement Plan identified as benefiting the home owners association;

ii. After construction of the public infrastructure in the areas identified on the Easement Plan, MB-18 shall deliver to JCPRD draft easement documents (the “**As-Built Easements**”) for each easement, each of which shall be irrevocable, non-exclusive, and perpetual, and limited to the as-built locations of (1) such public infrastructure (with Phelps Engineering, Inc. determining the appropriate width required for each easement) and (2) the items on the Easement Plan identified as benefiting the home owners association, each in suitable form for recording; and

iii. Subject to JCPRD’s reasonable approval as to form, JCPRD shall record each such easement with the Johnson County, Kansas Office of Records and Tax Administration (the “**Recorder**”).

d. Temporary Construction Easement. All temporary construction easements (collectively, the “**Construction Easements**”) set forth below shall automatically expire upon recording of the As-Built Easements with the Recorder.

i. JCPRD grants and conveys to MB-18, and to each of the City and any public utility provider upon request, an irrevocable, non-exclusive, and temporary construction easement on, over, and across the entirety of the Parkland for purposes of constructing and installing (1) all public infrastructure to be installed or constructed by

MB-18 pursuant to the City Agreement or the County Agreement, and (2) the items on the Easement Plan identified as benefiting the home owners association.

ii. MB-18 grants and conveys to the City an irrevocable, non-exclusive, and temporary construction easement on, over, and across the areas depicted on the Plat for Meadowbrook Parkway / West 92nd Terrace beginning at the border of the public right-of-way and extending to a width of twenty (20) feet for the purposes of constructing and installing Meadowbrook Parkway / West 92nd Terrace.

iii. JCPRD grants and conveys to the City an irrevocable, non-exclusive, and temporary construction easement on, over, and across the areas depicted on the Plat for Meadowbrook Parkway / West 92nd Terrace beginning at the border of the public right-of-way and extending to a width of twenty (20) feet for the purposes of constructing and installing Meadowbrook Parkway / West 92nd Terrace.

iv. JCPRD grants and conveys to the City an irrevocable, non-exclusive, and temporary construction easement on, over, and across the areas depicted on the Earthwork Exhibit as the locations of each proposed dredge pond including that area beginning at the border of each proposed dredge pond and extending to a width of twenty (20) feet for the purposes of constructing and installing such dredge pond.

e. Drainage. JCPRD grants and conveys to MB-18 a perpetual, non-exclusive right-of-way and easement to, over and through the drainage patterns and systems as are established from time to time by JCPRD within the Parkland for reasonable surface drainage purposes to dispose of storm water into any storm basin or detention area to and through the point of entry into right-of-way or drainage easements of the City or Johnson County, Kansas, or to any subsequent location, taking into consideration reasonable storm drainage capacities. JCPRD shall have the right, at its sole cost and expense, to designate and change the location or nature of any storm basin or detention area, so long as JCPRD provides access to and drainage facilities of an equal capacity and such modification shall be approved by the applicable governmental authorities.

f. Associated Rights. The Platted Easements, Defined Easements, Temporary Easements, As-Built Easements, and Construction Easements are collectively referred to as the “**Easements**”, and the locations of the Easements are collectively referred to as the “**Easement Areas**”. The Easements granted herein shall include the right of the grantee to store materials, operate equipment, move a working force, and all such other work as reasonable or necessary to perform and complete (1) the work as described in the City Agreement and the County Agreement, (2) the items on the Easement Plan identified as benefiting the home owners association, and (3) the construction and installation of Meadowbrook Parkway / West 92nd Terrace and the dredge ponds depicted on the Earthwork Exhibit. The grantee and its agents, servants, employees, consultants, contractors and subcontractors (collectively and as to each respective grantee, “**Grantees’s Agents**”) shall have the right to enter upon the Easement Areas for the purposes permitted by this Agreement. The grantee and the Grantee’s Agents shall enter upon the Easement Areas at its sole risk and hazard, and each grantee hereby releases the respective grantor from any and all claims relating to the condition of the Easement Areas and the entry upon the Easement Areas by the grantee and the Grantee’s Agents.

g. Future Documents. The parties shall cooperate, each in their reasonable discretion, to prepare, consider, and execute all easement or other documents required to comply with the spirit and intent of this Agreement, the City Agreement, or the County Agreement.

2. Term. This Agreement shall terminate upon the later of the completion of (1) the public infrastructure work to be completed by MB-18 pursuant to the City Agreement or the County Agreement, (2) the items on the Easement Plan identified as benefiting the home owners association or December 31, 2018, subject to *force majeure*, and (3) the construction and installation of Meadowbrook Parkway / West 92nd Terrace and the dredge ponds depicted on the Earthwork Exhibit; provided however, the respective term of each of the Easements granted and conveyed in Section 1 shall be as stated in Section 1.

3. Condition of the Easement Area. Each grantee accepts its respective Easement Areas and all aspects thereof in “AS IS,” “WHERE IS” condition, without warranties, either express or implied, “WITH ALL FAULTS,” including but not limited to both latent and patent defects, and the existence of hazardous materials, if any.

4. Compliance with Laws. In performing any work within the Easement Areas, each grantee will comply with all present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, including, without limitation, any building, zoning and land use laws. All construction activities performed by each grantee within the Easement Areas shall be performed in a good, safe, workman-like manner.

5. Liens. In performing any work within the Easement Areas, each grantee will keep the Parkland free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under such grantee, and each grantee will indemnify, hold harmless and agree to defend JCPRD from any liens that may be placed on the Parkland pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under such grantee or any of such Grantee’s Agents. Any such liens must be released of record within thirty (30) days or, if not so released and the respective grantee is contesting such lien, such grantee shall post a bond in the amount of such lien.

6. Miscellaneous.

A. Run with the Land/Successors. Subject to the terms and conditions of this Agreement, the Easements shall run with the land, and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns.

B. Remedy. A party benefited by this Agreement shall have the right to prosecute any proceedings at law or in equity against the then owner of the Parkland for violating or attempting to violate upon any of the provisions contained in this Agreement, and to recover damages for any such violation. Such proceeding shall include, but shall not be limited to, the right to enjoin any violation or threatened violation of this Agreement, or to obtain a decree to compel performance of the same. All of the remedies permitted or available to a party under this Agreement or at law or in equity shall be cumulative and not alternative, and the invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy. No failure or delay on the part of any party to enforce any provision of this Agreement shall constitute a waiver of such provision, nor shall any express waiver of any provision of this Agreement constitute a waiver of any other provision of this Agreement.

C. Enforceability and Litigation Expenses. If any action, suit, or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement or if a

party finds it necessary to retain an attorney to enforce its rights under this Agreement, all costs and expenses of the prevailing party incident to such proceeding or retention, including reasonable attorneys' fees, shall be paid by the non-prevailing party. For purposes of this Section, the term "prevailing party" shall, in the case of a claimant, be the party who is successful in obtaining substantially all of the relief sought, and in the case of the defendant or respondent, the party who is successful in denying substantially all of the relief sought by the claimant.

D. No Public Use/Dedication. For purposes of this Agreement, the Parkland is and shall at all times remain the private property of JCPRD, and the MB-18 Property is and shall at all times remain the private property of MB-18. The use of the Parkland and the MB-18 Property is permissive and shall be limited to the express purposes contained herein. Neither MB-18, the City, nor their successors or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to the Parkland or the MB-18 Property beyond the express terms and conditions of this Agreement. Notwithstanding the foregoing, the parties acknowledge the Parkland constitutes public property in accordance with Kansas law.

E. Counterparts; Signatures. The parties may sign this Agreement in multiple identical counterparts, all of which taken together shall constitute one and the same agreement. The parties shall consider a copy of the signed Agreement for all purposes as an original of the Agreement to the maximum extent permitted by law, and no party to this Agreement shall have any obligation to retain a version of this Agreement that contains original signatures in order to enforce this Agreement, or for any other purpose.

F. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Kansas.

G. Captions. The captions of the Sections of this Agreement are inserted for convenience only and shall not be used in the interpretation or construction of any provisions of this Agreement.

H. Severability. If any provision of this Agreement is found to be invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such provision shall not affect the validity and enforceability of the remaining provisions hereof.

I. Assignment. MB-18 may assign all or any one or more of its rights, duties, and obligations hereunder to any one or more of (a) the City of Prairie Village, Kansas, and (b) any corporation, partnership, or other entity or association that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, MB-18.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

MB-18:

MB-18, LLC,
a Kansas limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this day of _____, 2016, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did say such person is the _____ of **MB-18, LLC**, a Kansas limited liability company, and acknowledged said instrument to be such person's free act and deed and the free act and deed of said entity.

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

Print Name: _____
Notary Public in and for said County and State

My Commission Expires:

JCPRD:

JOHNSON COUNTY PARK AND RECREATION DISTRICT, a body corporate and political subdivision organized and existing pursuant to the laws of the State of Kansas

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this day of _____, 2016, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did say such person is the _____ of **JOHNSON COUNTY PARK AND RECREATION DISTRICT**, a body corporate and political subdivision organized and existing pursuant to the laws of the State of Kansas, and acknowledged said instrument to be such person's free act and deed and the free act and deed of said entity.

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

Print Name: _____
Notary Public in and for said County and State

My Commission Expires:

CITY:

CITY OF PRAIRIE VILLAGE, KANSAS,
a municipal corporation organized and existing
pursuant to the laws of the State of Kansas

By: _____
Laura Wassmer, Mayor

STATE OF _____)
) ss.
COUNTY OF _____)

On this day of _____, 2016, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did say such person is the Mayor of **CITY OF PRAIRIE VILLAGE, KANSAS**, a municipal corporation organized and existing pursuant to the laws of the State of Kansas, and acknowledged said instrument to be such person's free act and deed and the free act and deed of said entity.

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

Print Name: _____
Notary Public in and for said County and State

My Commission Expires:

EXHIBIT A

Parkland Legal Description

All that part of Lots 1 and 2 and Lots 7 thru 12 and Lot A, except the South 10.00 feet and All of Lots 3 thru 6 of Block B, MEADOWBROOK ACRES, a platted subdivision of land and all that part of the Southwest Quarter of Section 33, Township 12 South, Range 25 East, in the City of Prairie Village, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter of said Section 33; thence S 87°40'29" W, along the South line of the Southwest Quarter of said Section 33, a distance of 30.00 feet to a point on the East line of said Lot A, Block B; thence N 1°50'49" W, along a line 30.00 feet West of and parallel with the East line of the Southwest Quarter of said Section 33, a distance of 40.00 feet to a point on the Northerly right-of-way line of 95th Street, as now established, said point also being the point of beginning; thence S 87°40'29" W, along the North right-of-way line of said 95th Street and being 40.00 feet North of and parallel with the South line of the Southwest Quarter of said Section 33, a distance of 590.23 feet to a point on the East line of a Deed, as recorded in the Johnson County Register of Deeds Office in Book 201311 at Page 006875; thence Northerly, Northwesterly and Westerly along the East, Northeast and North lines of said Deed for the following five (5) courses; thence N 2°06'14" W, a distance of 157.50 feet; thence N 48°59'31" W, a distance of 43.24 feet; thence S 87°40'29" W, a distance of 120.50 feet; thence N 27°56'01" W, a distance of 14.23 feet; thence S 87°40'29" W, a distance of 15.01 feet to the Northeast plat corner of GREENVIEW PLACE, a platted subdivision of land in the City of Prairie Village, Johnson County, Kansas; thence continuing S 87°40'29" W (platted S 89°47'09" W), along the North plat line of said GREENVIEW PLACE, a distance of 490.00 feet to the Northwest plat corner of said GREENVIEW PLACE, said Northwest plat corner also being a point on the East line of a Survey of Improvements as recorded in the Johnson County register of Deeds Office in book 1013 at page 383; thence N 2°06'14" W (surveyed N 0°00'00" E), a distance of 161.30 feet; thence N 22°14'50" E, a distance of 40.28 feet; thence N 67°41'14" W, a distance of 62.00 feet; thence S 22°14'50" W, a distance of 15.00 feet to a point on the Northerly line of a deed recorded in the Johnson County Register of Deeds Office in book 6242 at page 978; thence N 67°41'14" W (Deeded N 65°35'00" W), along the Northerly line of said deed, a distance of 85.57 feet; thence Northerly on a curve to the left, said curve having an initial tangent bearing of N 5°31'37" E and a radius of 325.00 feet, an arc distance of 231.41 feet; thence N 35°16'13" W, a distance of 58.93 feet; thence Northwesterly on a curve to the right, said curve being tangent to the last described course and having a radius of 291.00 feet, an arc distance of 137.75 feet; thence Northerly on a curve to the left, said curve being tangent to the last described course and having a radius of 520.00 feet, an arc distance of 38.35 feet; thence N 12°22'24" W, a distance of 161.04 feet; thence Northwesterly on a curve to the left, said curve being tangent to the last described course and having a radius of 520.00 feet, an arc distance of 32.48 feet; thence N 15°57'08" W, a distance of 99.30 feet; thence Northwesterly on a curve to the left, said curve being tangent to the last described course and having a radius of 210.00 feet, an arc distance of 82.46 feet; thence N 38°27'04" W, a distance of 263.82 feet; thence Northwesterly on a curve to the left, said curve being tangent to the last described course and having a radius of 200.00 feet, an arc distance of 47.31 feet; thence N 52°00'20" W, a distance of 15.96 feet; thence Northwesterly on a curve to the right, said curve being tangent to the last described course and having a radius of 160.00 feet, an arc distance of 56.83 feet; thence Northeasterly on a curve to the right, said curve having an initial tangent bearing of N 61°12'26" E and a radius of 267.47 feet, an arc distance of 55.09 feet; thence Easterly on a curve to the right, said curve being tangent to the last described course and having a radius of 85.00 feet, an arc distance of 45.67 feet; thence Easterly on a curve to the left, said curve being tangent to the last described course and having a radius of 135.79 feet, an arc distance of 160.95 feet; thence Northeasterly on a curve to the right, said curve being tangent to the last described course and having a radius of 70.00 feet, an arc distance of 51.19 feet; thence Easterly on a

curve to the right, said curve being tangent to the last described course and having a radius of 479.59 feet, an arc distance of 167.76 feet; thence S 31°02'03" E, a distance of 525.22 feet; thence S 42°05'17" E, a distance of 187.42 feet; thence Southeasterly on a curve to the left, said curve being tangent to the last described course and having a radius of 210.00 feet, an arc distance of 175.61 feet; thence N 90°00'00" E, a distance of 58.60 feet; thence Easterly on a curve to the right, said curve being tangent to the last described course and having a radius of 160.00 feet, an arc distance of 56.44 feet; thence S 43°15'03" W, a distance of 187.59 feet; thence S 46°44'57" E, a distance of 260.00 feet; thence S 73°30'05" E, a distance of 89.85 feet; thence S 64°07'33" E, a distance of 260.00 feet; thence S 42°37'29" E, a distance of 76.34 feet; thence S 75°24'44" E, a distance of 140.00 feet; thence N 14°35'16" E, a distance of 281.19 feet; thence N 1°44'24" W, a distance of 430.62 feet; thence N 0°15'29" W, a distance of 60.14 feet; thence N 14°48'03" E, a distance of 59.96 feet; thence N 11°51'43" E, a distance of 59.86 feet; thence N 00°40'00" W, a distance of 59.97 feet; thence N 1°49'44" W, a distance of 60.00 feet; thence N 23°07'43" W, a distance of 132.03 feet; thence N 65°02'30" W, a distance of 110.25 feet; thence N 1°50'49" W, a distance of 330.98 feet; thence S 88°09'11" W, a distance of 660.56 feet; thence Northeasterly, Easterly and Southeasterly on a curve to the right, said curve having an initial tangent bearing of N 33°41'13" E and a radius of 160.00 feet, an arc distance of 195.81 feet; thence Southeasterly on a curve to the left, said curve being tangent to the last described course and having a radius of 1,025.00 feet, an arc distance of 262.12 feet; thence Northeasterly on a curve to the left, said curve being tangent to the last described course and having a radius of 210.00 feet, an arc distance of 283.89 feet; thence N 11°42'03" E, a distance of 323.83 feet; thence Northeasterly on a curve to the right, said curve being tangent to the last described course and having a radius of 160.00 feet, an arc distance of 169.61 feet; thence N 72°26'22" E, a distance of 71.21 feet to a point on the East line of said Lots 1 through 12 and Lot A, Block B and being 30.00 feet West of the East line of the Southeast Quarter of said Section 33; thence S 1°50'49" E, along the East line of said Lots 1 through 12 and Lot A, Block B and being 30.00 feet West of and parallel with the East line of the Southeast Quarter of said Section 33, a distance of 2,506.59 feet to the point of beginning, containing 34.2588 acres, more or less.

together with

Part of Lots 1 of Block B, MEADOWBROOK ACRES, a platted subdivision of land and all that part of the West half of Section 33, Township 12 South, Range 25 East, in the City of Prairie Village, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of the Southwest Quarter of said Section 33, thence S 2°06'14" E, along the West line of the Southwest Quarter of said Section 33, a distance of 43.04 feet; thence N 87°53'46" E, a distance of 30.00 feet to the intersection of the Southerly right-of-way line of Somerset Drive and the Easterly right-of-way line of Nall Avenue, both as now established, said point also being the point of beginning; thence along the Southerly right-of-way line of said Somerset Drive, for the following six (6) courses; thence Northerly, Northeasterly and Easterly on a curve to the right, said curve having an initial tangent bearing of N 9°58'39" E and a radius of 34.00 feet, an arc distance of 46.05 feet; thence N 87°34'46" E, a distance of 0.89 feet; thence Easterly on a curve to the left, said curve being tangent to the last described course and having a radius of 621.00 feet, an arc distance of 333.05 feet; thence Northeasterly on a curve to the right, said curve being tangent to the last described course and having a radius of 579.00 feet, an arc distance of 15.45 feet to a point on the Southerly plat line of WEST RIDING, a platted subdivision of land in the City of Prairie Village, Johnson County, Kansas; thence along the Southerly plat line of said WEST RIDING, for the following two (2) courses; thence N 73°10'54" E, a distance of 138.40 feet; thence Northeasterly on a curve to the left, said curve being tangent to the last described course and having a radius of 640.00 feet, an arc distance of 176.13 feet to a point on the West plat line of WEST RIDING, 2ND PLAT, a platted subdivision of land in the City of Prairie Village, Johnson County, Kansas; thence S 13°32'29" E (platted S 11°43'23" E), along the West plat line of said WEST RIDING, 2ND PLAT, a distance of 183.42 feet to the Southwest plat corner of

said WEST RIDING, 2ND PLAT; thence N 87°37'32" E (platted N 89°26'38" E), along the South plat line of said WEST RIDING, 2ND PLAT and the North plat line of said MEADOWBROOK ACRES, a distance of 1904.29 feet to the Northeast corner of Lot 1, said MEADOWBROOK ACRES, said Northeast corner also being 30.00 feet West of the Northeast corner of the Southwest Quarter of said Section 33; thence S 1°50'49" E, along the East line of said Lot 1, Block B, said East line being 30.00 feet West of and parallel with the East line of the Southwest Quarter of said Section 33, a distance of 54.21 feet; thence S 72°26'22" W, a distance of 85.28 feet; thence Southwesterly on a curve to the left, said curve being tangent to the last described course and having a radius of 210.00 feet, an arc distance of 222.62 feet; thence S 11°42'03" W, a distance of 323.83 feet; thence Southwesterly on a curve to the right, said curve being tangent to the last described course and having a radius of 160.00 feet, an arc distance of 216.29 feet; thence Westerly on a curve to the right, said curve being tangent to the last described course and having a radius of 975.00 feet, an arc distance of 249.33 feet; thence Southwesterly on a curve to the left, said curve being tangent to the last described course and having a radius of 210.00 feet, an arc distance of 387.22 feet; thence S 1°50'49" E, a distance of 62.07 feet; thence S 88°09'11" W, a distance of 45.15 feet; thence Westerly on a curve to the left, said curve being tangent to the last described course and having a radius of 562.89 feet, an arc distance of 84.71 feet; thence Westerly on a curve to the right, said curve being tangent to the last described course and having a radius of 444.50 feet, an arc distance of 199.48 feet; thence Westerly on a curve to the left, said curve being tangent to the last described course and having a radius of 599.59 feet, an arc distance of 334.74 feet; thence Westerly on a curve to the right, said curve being tangent to the last described course and having a radius of 70.00 feet, an arc distance of 34.52 feet; thence Westerly on a curve to the left, said curve being tangent to the last described course and having a radius of 124.17 feet, an arc distance of 132.73 feet; thence Southwesterly on a curve to the right, said curve being tangent to the last described course and having a radius of 100.00 feet, an arc distance of 55.53 feet; thence Southwesterly on a curve to the left, said curve being tangent to the last described course and having a radius of 387.47 feet, an arc distance of 175.65 feet; thence Southwesterly on a curve to the right, said curve being tangent to the last described course and having a radius of 180.27 feet, an arc distance of 88.04 feet; thence S 74°05'30" W, a distance of 185.25 feet; thence Westerly on a curve to the right, said curve being tangent to the last described course and having a radius of 444.65 feet, an arc distance of 115.38 feet; thence S 88°57'33" W, a distance of 222.66 feet; thence N 02°06'14" W, a distance of 50.01 feet; thence N 4°57'47" W, a distance of 300.69 feet to a point on the Easterly right-of-way line of said Nall Avenue; thence N 2°06'14" W, along the Easterly right-of-way line of said Nall Avenue, a distance of 711.66 feet to the point of beginning, containing 48.0018 acres, more or less.

[To be replatted as Tracts T and Y of Meadowbrook Park, a subdivision in the City of Prairie Village, Johnson County, Kansas.]

EXHIBIT B

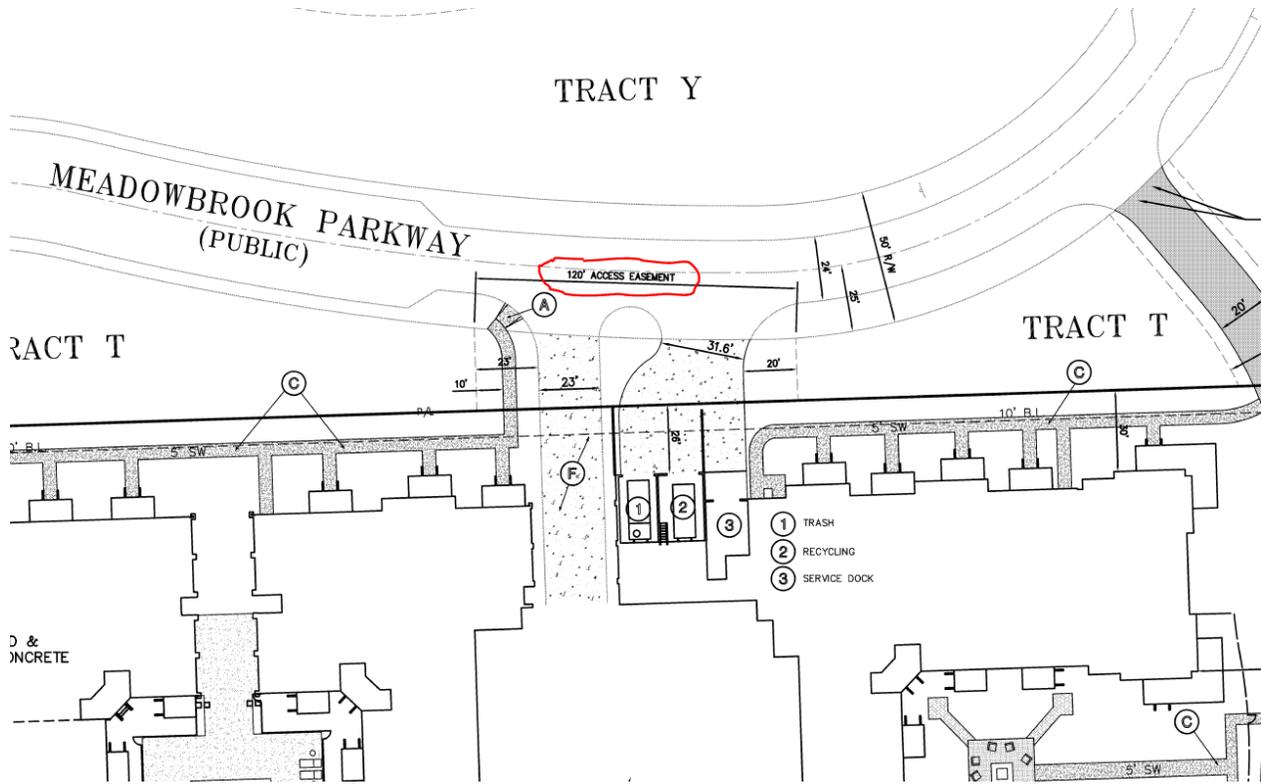
MB-18 Property Legal Description

All of Lots 1 through 12 and all of Lot A, except the South 10.00 feet of Block B, MEADOWBROOK ACRES, a platted subdivision of land and all that part of the West half of Section 33, Township 12 South, Range 25 East, in the City of Prairie Village, Johnson County, Kansas, except the Parkland described on Exhibit A.

[To be replatted as Lots Tracts 1-126, Tracts A-S and U-X, and six areas identified as public streets or right-of-way, of Meadowbrook Park, a subdivision in the City of Prairie Village, Johnson County, Kansas.]

EXHIBIT C

Depiction of Access Easement



MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (“**Memorandum**”) is executed this day of _____, 2016 (the “**Effective Date**”), by the **CITY OF PRAIRIE VILLAGE, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (the “**City**”), **MB-18, LLC**, a Kansas limited liability company (“**MB-18**”), and **JOHNSON COUNTY PARK AND RECREATION DISTRICT**, a body corporate and political subdivision organized and existing pursuant to the laws of the State of Kansas (“**JCPRD**”).

RECITALS

A. On September 8, 2015, the governing body of the City approved Ordinance No. 2337, which established a redevelopment district pursuant to K.S.A. § 12-1770 *et seq.*, as amended (the “**TIF Act**”), known as the Meadowbrook Redevelopment District (as amended, the “**District**”), which is located within the City generally bounded on the north by Somerset Drive, on the east by Roe Avenue, on the south by 95th Street and on the west by Nall Avenue, as more specifically described therein.

B. On December 21, 2015, the governing body of the City approved Ordinance No. 2343, which approved a redevelopment project plan for the area within the District which is the location of the former Meadowbrook Country Club (the “**Park and Village Project Area**”), dated October 9, 2015 (the “**Project Plan**”), which includes, but is not limited to, the acquisition and use of 80 to 90 acres of the Park and Village Project Area for a public park, and certain public improvements related to the public park, all in conjunction with development of a senior living facility, a luxury apartment facility, a hotel facility, townhomes and single family residences by Developer and its permitted assigns within the Park and Village Project Area (collectively, the “**Project**”). A legal description of the boundaries of the Park and Village Project Area is set forth on Exhibit A attached hereto

C. As part of the Project, MB-18 and the City entered into that certain development agreement dated December 21, 2015 (the “**City Agreement**”) with the City, and the City and JCPRD entered into that certain Park Site Gift Agreement dated December 21, 2015 (the “**Park Agreement**”).

D. The parties desire to record this Memorandum to give notice of certain provisions contained in the City Agreement and the Park Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants herein contained and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties by their execution hereof, the parties agree as follows.

1. **City Agreement.** The City Agreement sets forth, among other things, the conditions and requirements under which MB-18 will develop a portion of the Project and convey to JCPRD that portion of the Park and Village Project Area described on Exhibit B (the “**Park Property**”), and the City will issue tax increment bonds to fund a portion of the Project costs.

2. **Park Agreement.** The Park Agreement sets forth, among other things, the conditions and requirements under which the City will direct MB-18 to convey the Park Property to JCPRD, and JCPRD will improve and operate the Park Property as a public park.

3. **Memorandum.** This Memorandum is executed for the purposes of giving notice of the existence of the City Agreement and the Park Agreement. Each of the City Agreement and the Park Agreement are deemed to be a material part hereof as though set forth in length herein. Whenever a

conflict of provisions between this Memorandum and either of the City Agreement and the Park Agreement shall occur, the provisions of the City Agreement and the Park Agreement shall govern.

4. **Miscellaneous.** Upon the expiration or earlier termination of the City Agreement and the Park Agreement, this Memorandum shall automatically terminate without further act of the parties hereto, and upon request by any party hereto, the other parties shall execute any documents reasonably required to evidence such termination and to remove any exceptions to title resulting from the City Agreement or the Park Agreement.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed as of the Effective Date.

CITY:

CITY OF PRAIRIE VILLAGE, KANSAS,
a municipal corporation organized and existing
pursuant to the laws of the State of Kansas

By: _____
Laura Wassmer, Mayor

STATE OF _____)
) ss.
COUNTY OF _____)

On this day of _____, 2016, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did say such person is the _____ of _____, a _____, and acknowledged said instrument to be such person's free act and deed and the free act and deed of said entity.

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

Print Name: _____
Notary Public in and for said County and State

My Commission Expires:

MB-18:

MB-18, LLC,
a Kansas limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this day of _____, 2016, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did say such person is the _____ of _____, a _____, and acknowledged said instrument to be such person's free act and deed and the free act and deed of said entity.

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

Print Name: _____
Notary Public in and for said County and State

My Commission Expires:

JCPRD:

**JOHNSON COUNTY PARK & RECREATION
DISTRICT,**

a body corporate organized and existing pursuant to
the laws of the State of Kansas

By: _____
Print Name and Title

STATE OF _____)
) ss.
COUNTY OF _____)

On this day of _____, 2016, before me personally appeared _____, to
me known to be the person described in and who executed the foregoing instrument, who being by me duly
sworn, did say such person is the _____ of _____, a _____,
and acknowledged said instrument to be such person's free act and deed and the free act and deed of said
entity.

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

Print Name: _____
Notary Public in and for said County and State

My Commission Expires:

EXHIBIT A

Park and Village Project Area Legal Description

LOTS 1 THROUGH 12, INCLUSIVE, AND LOT A, EXCEPT THE SOUTH 10 FEET THEREOF, BLOCK B, MEADOWBROOK ACRES, A SUBDIVISION IN THE CITY OF PRAIRIE VILLAGE, JOHNSON COUNTY, KANSAS;

AND ALL OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION THIRTY-THREE (33) TOWNSHIP TWELVE (12) RANGE TWENTY-FIVE (25) IN THE CITY OF PRAIRIE VILLAGE, JOHNSON COUNTY, KANSAS, EXCEPT THAT PART PLATTED AS MEADOWBROOK ACRES; AND EXCEPT THE SOUTH 40 FEET THEREOF IN 95TH STREET; AND EXCEPT THE WEST 30 FEET THEREOF IN NALL AVENUE;

AND EXCEPT A TRACT DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 12 SOUTH, RANGE 25 EAST, JOHNSON COUNTY, KANSAS; THENCE NORTH 0° 00' 00" EAST ALONG THE WEST LINE OF SAID SECTION 33, A DISTANCE OF 700.00 FEET TO A POINT; THENCE SOUTH 83° 50' 00" EAST A DISTANCE OF 1,030.00 FEET TO A POINT; THENCE SOUTH 65° 35' 00" EAST, A DISTANCE OF 375.00 FEET TO A POINT; THENCE SOUTH 0° 00' 00" WEST, A DISTANCE OF 429.24 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 33; THENCE SOUTH 89° 47' 09" WEST ALONG THE SOUTH LINE OF SAID SECTION 33 A DISTANCE OF 1,365.51 FEET TO THE PLACE OF BEGINNING;

AND EXCEPT A TRACT DESCRIBED AS FOLLOWS: ALL THAT PART OF THE SOUTHWEST ¼ OF SECTION 33, TOWNSHIP 12 SOUTH, RANGE 25 EAST, NOW IN THE CITY OF PRAIRIE VILLAGE, JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST ¼ OF SAID SECTION 33, THENCE SOUTH 89° 47' 09" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST ¼ OF SECTION 33, A DISTANCE OF 676.70 FEET, TO THE TRUE POINT OF BEGINNING OF SUBJECT TRACT; THENCE CONTINUING SOUTH 89° 47' 09" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 33, A DISTANCE OF 605 FEET; THENCE NORTH 0° 00' 00" EAST, A DISTANCE OF 240 FEET; THENCE NORTH 89° 47' 09" EAST ALONG A LINE PARALLEL TO THE SOUTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 33, A DISTANCE OF 490 FEET; THENCE SOUTH 25° 38' 32" EAST, A DISTANCE OF 265.74 FEET TO THE TRUE POINT OF BEGINNING OF SUBJECT TRACT;

ALSO: A PART OF THE NORTHWEST ¼ OF SECTION 33, TOWNSHIP 12, RANGE 25, JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE AND 88.86 FEET EAST OF THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF SAID SECTION 33; THENCE NORTH 75° EAST, ALONG THE SOUTH LINE OF SOMERSET DRIVE, AS ESTABLISHED BY THE PLAT OF WEST RIDING, A SUBDIVISION OF LAND NOW IN THE CITY OF PRAIRIE VILLAGE, JOHNSON COUNTY, KANSAS, A DISTANCE OF 454.01 FEET, TO A POINT OF CURVATURE; THENCE NORTHEASTERLY, ALONG THE SOUTH LINE OF SAID SOMERSET DRIVE, SAID SOUTH LINE BEING ON A CURVE TO THE LEFT HAVING A RADIUS OF 640 FEET, A DISTANCE OF 176.13 FEET; THENCE SOUTH 11° 43' 23" EAST, A DISTANCE OF 183.42 FEET, TO A POINT ON THE SOUTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 33; THENCE SOUTH 89° 26' 38" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 33, A DISTANCE OF 637.59 FEET, TO THE POINT OF BEGINNING.

EXHIBIT B

Legal Description of the Park Property

All that part of Lots 1 and 2 and Lots 7 thru 12 and Lot A, except the South 10.00 feet and All of Lots 3 thru 6 of Block B, MEADOWBROOK ACRES, a platted subdivision of land and all that part of the Southwest Quarter of Section 33, Township 12 South, Range 25 East, in the City of Prairie Village, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter of said Section 33; thence S 87°40'29" W, along the South line of the Southwest Quarter of said Section 33, a distance of 30.00 feet to a point on the East line of said Lot A, Block B; thence N 1°50'49" W, along a line 30.00 feet West of and parallel with the East line of the Southwest Quarter of said Section 33, a distance of 40.00 feet to a point on the Northerly right-of-way line of 95th Street, as now established, said point also being the point of beginning; thence S 87°40'29" W, along the North right-of-way line of said 95th Street and being 40.00 feet North of and parallel with the South line of the Southwest Quarter of said Section 33, a distance of 590.23 feet to a point on the East line of a Deed, as recorded in the Johnson County Register of Deeds Office in Book 201311 at Page 006875; thence Northerly, Northwesterly and Westerly along the East, Northeast and North lines of said Deed for the following five (5) courses; thence N 2°06'14" W, a distance of 157.50 feet; thence N 48°59'31" W, a distance of 43.24 feet; thence S 87°40'29" W, a distance of 120.50 feet; thence N 27°56'01" W, a distance of 14.23 feet; thence S 87°40'29" W, a distance of 15.01 feet to the Northeast plat corner of GREENVIEW PLACE, a platted subdivision of land in the City of Prairie Village, Johnson County, Kansas; thence continuing S 87°40'29" W (platted S 89°47'09" W), along the North plat line of said GREENVIEW PLACE, a distance of 490.00 feet to the Northwest plat corner of said GREENVIEW PLACE, said Northwest plat corner also being a point on the East line of a Survey of Improvements as recorded in the Johnson County register of Deeds Office in book 1013 at page 383; thence N 2°06'14" W (surveyed N 0°00'00" E), a distance of 161.30 feet; thence N 22°14'50" E, a distance of 40.28 feet; thence N 67°41'14" W, a distance of 62.00 feet; thence S 22°14'50" W, a distance of 15.00 feet to a point on the Northerly line of a deed recorded in the Johnson County Register of Deeds Office in book 6242 at page 978; thence N 67°41'14" W (Deeded N 65°35'00" W), along the Northerly line of said deed, a distance of 85.57 feet; thence Northerly on a curve to the left, said curve having an initial tangent bearing of N 5°31'37" E and a radius of 325.00 feet, an arc distance of 231.41 feet; thence N 35°16'13" W, a distance of 58.93 feet; thence Northwesterly on a curve to the right, said curve being tangent to the last described course and having a radius of 291.00 feet, an arc distance of 137.75 feet; thence Northerly on a curve to the left, said curve being tangent to the last described course and having a radius of 520.00 feet, an arc distance of 38.35 feet; thence N 12°22'24" W, a distance of 161.04 feet; thence Northwesterly on a curve to the left, said curve being tangent to the last described course and having a radius of 520.00 feet, an arc distance of 32.48 feet; thence N 15°57'08" W, a distance of 99.30 feet; thence Northwesterly on a curve to the left, said curve being tangent to the last described course and having a radius of 210.00 feet, an arc distance of 82.46 feet; thence N 38°27'04" W, a distance of 263.82 feet; thence Northwesterly on a curve to the left, said curve being tangent to the last described course and having a radius of 200.00 feet, an arc distance of 47.31 feet; thence N 52°00'20" W, a distance of 15.96 feet; thence Northwesterly on a curve to the right, said curve being tangent to the last described course and having a radius of 160.00 feet, an arc distance of 56.83 feet; thence Northeasterly on a curve to the right, said curve having an initial tangent bearing of N 61°12'26" E and a radius of 267.47 feet, an arc distance of 55.09 feet; thence Easterly on a curve to the right, said curve being tangent to the last described course and having a radius of 85.00 feet, an arc distance of 45.67 feet; thence Easterly on a curve to the left, said curve being tangent to the last described course and having a radius of 135.79 feet, an arc distance of 160.95 feet; thence Northeasterly on a curve to the right, said curve being tangent to the last described course and having a radius of 70.00 feet, an arc distance of 51.19 feet; thence Easterly on a

curve to the right, said curve being tangent to the last described course and having a radius of 479.59 feet, an arc distance of 167.76 feet; thence S 31°02'03" E, a distance of 525.22 feet; thence S 42°05'17" E, a distance of 187.42 feet; thence Southeasterly on a curve to the left, said curve being tangent to the last described course and having a radius of 210.00 feet, an arc distance of 175.61 feet; thence N 90°00'00" E, a distance of 58.60 feet; thence Easterly on a curve to the right, said curve being tangent to the last described course and having a radius of 160.00 feet, an arc distance of 56.44 feet; thence S 43°15'03" W, a distance of 187.59 feet; thence S 46°44'57" E, a distance of 260.00 feet; thence S 73°30'05" E, a distance of 89.85 feet; thence S 64°07'33" E, a distance of 260.00 feet; thence S 42°37'29" E, a distance of 76.34 feet; thence S 75°24'44" E, a distance of 140.00 feet; thence N 14°35'16" E, a distance of 281.19 feet; thence N 1°44'24" W, a distance of 430.62 feet; thence N 0°15'29" W, a distance of 60.14 feet; thence N 14°48'03" E, a distance of 59.96 feet; thence N 11°51'43" E, a distance of 59.86 feet; thence N 00°40'00" W, a distance of 59.97 feet; thence N 1°49'44" W, a distance of 60.00 feet; thence N 23°07'43" W, a distance of 132.03 feet; thence N 65°02'30" W, a distance of 110.25 feet; thence N 1°50'49" W, a distance of 330.98 feet; thence S 88°09'11" W, a distance of 660.56 feet; thence Northeasterly, Easterly and Southeasterly on a curve to the right, said curve having an initial tangent bearing of N 33°41'13" E and a radius of 160.00 feet, an arc distance of 195.81 feet; thence Southeasterly on a curve to the left, said curve being tangent to the last described course and having a radius of 1,025.00 feet, an arc distance of 262.12 feet; thence Northeasterly on a curve to the left, said curve being tangent to the last described course and having a radius of 210.00 feet, an arc distance of 283.89 feet; thence N 11°42'03" E, a distance of 323.83 feet; thence Northeasterly on a curve to the right, said curve being tangent to the last described course and having a radius of 160.00 feet, an arc distance of 169.61 feet; thence N 72°26'22" E, a distance of 71.21 feet to a point on the East line of said Lots 1 through 12 and Lot A, Block B and being 30.00 feet West of the East line of the Southeast Quarter of said Section 33; thence S 1°50'49" E, along the East line of said Lots 1 through 12 and Lot A, Block B and being 30.00 feet West of and parallel with the East line of the Southeast Quarter of said Section 33, a distance of 2,506.59 feet to the point of beginning, containing 34.2588 acres, more or less.

together with

Part of Lots 1 of Block B, MEADOWBROOK ACRES, a platted subdivision of land and all that part of the West half of Section 33, Township 12 South, Range 25 East, in the City of Prairie Village, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of the Southwest Quarter of said Section 33, thence S 2°06'14" E, along the West line of the Southwest Quarter of said Section 33, a distance of 43.04 feet; thence N 87°53'46" E, a distance of 30.00 feet to the intersection of the Southerly right-of-way line of Somerset Drive and the Easterly right-of-way line of Nall Avenue, both as now established, said point also being the point of beginning; thence along the Southerly right-of-way line of said Somerset Drive, for the following six (6) courses; thence Northerly, Northeasterly and Easterly on a curve to the right, said curve having an initial tangent bearing of N 9°58'39" E and a radius of 34.00 feet, an arc distance of 46.05 feet; thence N 87°34'46" E, a distance of 0.89 feet; thence Easterly on a curve to the left, said curve being tangent to the last described course and having a radius of 621.00 feet, an arc distance of 333.05 feet; thence Northeasterly on a curve to the right, said curve being tangent to the last described course and having a radius of 579.00 feet, an arc distance of 15.45 feet to a point on the Southerly plat line of WEST RIDING, a platted subdivision of land in the City of Prairie Village, Johnson County, Kansas; thence along the Southerly plat line of said WEST RIDING, for the following two (2) courses; thence N 73°10'54" E, a distance of 138.40 feet; thence Northeasterly on a curve to the left, said curve being tangent to the last described course and having a radius of 640.00 feet, an arc distance of 176.13 feet to a point on the West plat line of WEST RIDING, 2ND PLAT, a platted subdivision of land in the City of Prairie Village, Johnson County, Kansas; thence S 13°32'29" E (platted S 11°43'23" E), along the West

plat line of said WEST RIDING, 2ND PLAT, a distance of 183.42 feet to the Southwest plat corner of said WEST RIDING, 2ND PLAT; thence N 87°37'32" E (platted N 89°26'38" E), along the South plat line of said WEST RIDING, 2ND PLAT and the North plat line of said MEADOWBROOK ACRES, a distance of 1904.29 feet to the Northeast corner of Lot 1, said MEADOWBROOK ACRES, said Northeast corner also being 30.00 feet West of the Northeast corner of the Southwest Quarter of said Section 33; thence S 1°50'49" E, along the East line of said Lot 1, Block B, said East line being 30.00 feet West of and parallel with the East line of the Southwest Quarter of said Section 33, a distance of 54.21 feet; thence S 72°26'22" W, a distance of 85.28 feet; thence Southwesterly on a curve to the left, said curve being tangent to the last described course and having a radius of 210.00 feet, an arc distance of 222.62 feet; thence S 11°42'03" W, a distance of 323.83 feet; thence Southwesterly on a curve to the right, said curve being tangent to the last described course and having a radius of 160.00 feet, an arc distance of 216.29 feet; thence Westerly on a curve to the right, said curve being tangent to the last described course and having a radius of 975.00 feet, an arc distance of 249.33 feet; thence Southwesterly on a curve to the left, said curve being tangent to the last described course and having a radius of 210.00 feet, an arc distance of 387.22 feet; thence S 1°50'49" E, a distance of 62.07 feet; thence S 88°09'11" W, a distance of 45.15 feet; thence Westerly on a curve to the left, said curve being tangent to the last described course and having a radius of 562.89 feet, an arc distance of 84.71 feet; thence Westerly on a curve to the right, said curve being tangent to the last described course and having a radius of 444.50 feet, an arc distance of 199.48 feet; thence Westerly on a curve to the left, said curve being tangent to the last described course and having a radius of 599.59 feet, an arc distance of 334.74 feet; thence Westerly on a curve to the right, said curve being tangent to the last described course and having a radius of 70.00 feet, an arc distance of 34.52 feet; thence Westerly on a curve to the left, said curve being tangent to the last described course and having a radius of 124.17 feet, an arc distance of 132.73 feet; thence Southwesterly on a curve to the right, said curve being tangent to the last described course and having a radius of 100.00 feet, an arc distance of 55.53 feet; thence Southwesterly on a curve to the left, said curve being tangent to the last described course and having a radius of 387.47 feet, an arc distance of 175.65 feet; thence Southwesterly on a curve to the right, said curve being tangent to the last described course and having a radius of 180.27 feet, an arc distance of 88.04 feet; thence S 74°05'30" W, a distance of 185.25 feet; thence Westerly on a curve to the right, said curve being tangent to the last described course and having a radius of 444.65 feet, an arc distance of 115.38 feet; thence S 88°57'33" W, a distance of 222.66 feet; thence N 02°06'14" W, a distance of 50.01 feet; thence N 4°57'47" W, a distance of 300.69 feet to a point on the Easterly right-of-way line of said Nall Avenue; thence N 2°06'14" W, along the Easterly right-of-way line of said Nall Avenue, a distance of 711.66 feet to the point of beginning, containing 48.0018 acres, more or less.

[To be replatted as Tracts T and Y of Meadowbrook Park, a subdivision in the City of Prairie Village, Johnson County, Kansas.]

RIGHT-OF-WAY MAINTENANCE DECLARATION

THIS RIGHT-OF-WAY MAINTENANCE DECLARATION (this “**Declaration**”) is made as of _____, 2016 (the “**Effective Date**”) by **MB-18, LLC**, a Kansas limited liability company (“**MB-18**”).

RECITALS

A. MB-18 is the owner of certain real property located in the City of Prairie Village, Kansas (the “**City**”) and legally described on Exhibit A (the “**Parkway ROW**”).

B. On September 8, 2015, the governing body of the City approved Ordinance No. 2337, which established a redevelopment district pursuant to K.S.A. § 12-1770 *et seq.*, as amended, known as the Meadowbrook Redevelopment District, which is located within the City.

C. On December 21, 2015, the governing body of the City approved Ordinance No. 2343, which approved a redevelopment project plan for a redevelopment project in an area within the Meadowbrook Redevelopment District legally described on Exhibit B (the “**Project Area**”).

D. In connection with such project, the City and MB-18 entered into that certain Development Agreement dated December 21, 2015 (the “**Development Agreement**”).

E. The Parkway ROW is located within the Project Area.

F. One of the requirements of the Development Agreement is that the owner’s association of the Private Development Site located within the Project Area will maintain medians located on the Parkway ROW at its expense, including costs of mowing and irrigation (the “**Maintenance Obligation**”).

G. On March 4, 2016, MB-18 filed with the City the final plat of Meadowbrook Park (the “**Plat**”) prepared by Phelps Engineering, Inc. The Plat identifies and dedicates right-of-way for Meadowbrook Parkway in the same location as the Parkway ROW. The Plat may or may not have been recorded by the Effective Date.

H. MB-18 will form an owners association (the “**Association**”) to govern the residential areas of the Plat. MB-18 desires to execute this Declaration to (i) obligate itself to perform the Maintenance Obligation at its cost, until such time as MB-18 assigns such obligation to the Association, (ii) to form the Association, and (iii) to obligate the Association, as its successor, to perform the Maintenance Obligation.

NOW, THEREFORE, MB-18 hereby declares as follows:

1. Maintenance Obligation. MB-18 shall perform the Maintenance Obligation at its cost.
2. Formation, Assignment and Assumption. MB-18 shall form the Association, shall assign the Maintenance Obligation to the Association, and shall cause the Association to assume the Maintenance Obligation by written agreement (the “**Assignment and Assumption Agreement**”) to be recorded in the office of the register of deeds of Johnson County, Kansas. MB-18 shall deliver a recorded copy of the Assignment and Assumption Agreement to the City. Upon such assignment and assumption, MB-18 shall have no further obligations or liability under this Declaration.

3. City Release. MB-18, on behalf of itself, and its successors and assigns, releases the City of any obligation to perform the Maintenance Obligation.

4. Run with the Land. Subject to the terms and conditions of this Agreement, the obligations of MB-18 and the Association and rights of the City shall run with the land, and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns.

5. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Kansas.

6. Captions. The captions of the Sections of this Agreement are inserted for convenience only and shall not be used in the interpretation or construction of any provisions of this Agreement.

7. Severability. If any provision of this Agreement is found to be invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such provision shall not affect the validity and enforceability of the remaining provisions hereof.

MB-18, LLC,
a Kansas limited liability company

By: _____
Name: David Harrison
Title: Manager

STATE OF _____)
) ss.
COUNTY OF _____)

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 David Harrison, Manager of **MB-18, LLC**, a Kansas limited liability company, 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 company, and such person duly acknowledged the execution of the same to be the free act and deed of said company.

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

Notary Public in and for said County and State
Print Name: _____

My Commission Expires:

EXHIBIT A
Legal Description of Parkway ROW

The parcel of land dedicated as a public street known as Meadowbrook Parkway on the Final Plat of Meadowbrook Park in the City of Prairie Village, Johnson County, Kansas

EXHIBIT B
Legal Description of Project Area

The following property located in Johnson County, Prairie Village, Kansas:

Park and Village Project Area:

LOTS 1 THROUGH 12, INCLUSIVE, AND LOT A, EXCEPT THE SOUTH 10 FEET THEREOF, BLOCK B, MEADOWBROOK ACRES, A SUBDIVISION IN THE CITY OF PRAIRIE VILLAGE, JOHNSON COUNTY, KANSAS;

AND ALL OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION THIRTY-THREE (33) TOWNSHIP TWELVE (12) RANGE TWENTY-FIVE (25) IN THE CITY OF PRAIRIE VILLAGE, JOHNSON COUNTY, KANSAS, EXCEPT THAT PART PLATTED AS MEADOWBROOK ACRES; AND EXCEPT THE SOUTH 40 FEET THEREOF IN 95TH STREET; AND EXCEPT THE WEST 30 FEET THEREOF IN NALL AVENUE;

AND EXCEPT A TRACT DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 12 SOUTH, RANGE 25 EAST, JOHNSON COUNTY, KANSAS; THENCE NORTH 0° 00' 00" EAST ALONG THE WEST LINE OF SAID SECTION 33, A DISTANCE OF 700.00 FEET TO A POINT; THENCE SOUTH 83° 50' 00" EAST A DISTANCE OF 1,030.00 FEET TO A POINT; THENCE SOUTH 65° 35' 00" EAST, A DISTANCE OF 375.00 FEET TO A POINT; THENCE SOUTH 0° 00' 00" WEST, A DISTANCE OF 429.24 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 33; THENCE SOUTH 89° 47' 09" WEST ALONG THE SOUTH LINE OF SAID SECTION 33 A DISTANCE OF 1,365.51 FEET TO THE PLACE OF BEGINNING;

AND EXCEPT A TRACT DESCRIBED AS FOLLOWS: ALL THAT PART OF THE SOUTHWEST ¼ OF SECTION 33, TOWNSHIP 12 SOUTH, RANGE 25 EAST, NOW IN THE CITY OF PRAIRIE VILLAGE, JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST ¼ OF SAID SECTION 33, THENCE SOUTH 89° 47' 09" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST ¼ OF SECTION 33, A DISTANCE OF 676.70 FEET, TO THE TRUE POINT OF BEGINNING OF SUBJECT TRACT; THENCE CONTINUING SOUTH 89° 47' 09" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 33, A DISTANCE OF 605 FEET; THENCE NORTH 0° 00' 00" EAST, A DISTANCE OF 240 FEET; THENCE NORTH 89° 47' 09" EAST ALONG A LINE PARALLEL TO THE SOUTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 33, A DISTANCE OF 490 FEET; THENCE SOUTH 25° 38' 32" EAST, A DISTANCE OF 265.74 FEET TO THE TRUE POINT OF BEGINNING OF SUBJECT TRACT;

ALSO: A PART OF THE NORTHWEST ¼ OF SECTION 33, TOWNSHIP 12, RANGE 25, JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE AND 88.86 FEET EAST OF THE

SOUTHWEST CORNER OF THE NORTHWEST ¼ OF SAID SECTION 33; THENCE NORTH 75° EAST, ALONG THE SOUTH LINE OF SOMERSET DRIVE, AS ESTABLISHED BY THE PLAT OF WEST RIDING, A SUBDIVISION OF LAND NOW IN THE CITY OF PRAIRIE VILLAGE, JOHNSON COUNTY, KANSAS, A DISTANCE OF 454.01 FEET, TO A POINT OF CURVATURE; THENCE NORTHEASTERLY, ALONG THE SOUTH LINE OF SAID SOMERSET DRIVE, SAID SOUTH LINE BEING ON A CURVE TO THE LEFT HAVING A RADIUS OF 640 FEET, A DISTANCE OF 176.13 FEET; THENCE SOUTH 11° 43' 23" EAST, A DISTANCE OF 183.42 FEET, TO A POINT ON THE SOUTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 33; THENCE SOUTH 89° 26' 38" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 33, A DISTANCE OF 637.59 FEET, TO THE POINT OF BEGINNING.

CONSENT LETTER
PLANNED NEIGHBORHOOD UNITS

April 18, 2016

MB-18, LLC
4900 Main Street, Suite 400
Kansas City, MO 64112

This will confirm that the Certificate of Planned Neighborhood Units (“Certificate”) attached hereto and as Exhibit I to the Development Agreement dated December 21, 2015 between the City of Prairie Village, Kansas and MB-18, LLC is approved by the Governing Body of the City. Please countersign below to confirm approval of the Certificate by MB-18, LLC.

CITY OF PRAIRIE VILLAGE, KANSAS

Laura Wassmer, Mayor

Acknowledged:

MB-18, LLC,
a Kansas limited liability company

By: _____
Name: David Harrison
Title: Manager
Dated: _____

EXHIBIT I

CERTIFICATE OF PLANNED NEIGHBORHOOD UNITS

The undersigned, a duly-authorized representative of the Developer, hereby certifies that the following Planned Neighborhood Units are complete, as defined in Section 8.01 of the Agreement, as of the date below. (Check all that apply.)

APARTMENTS (Target: 280 units)

_____ Apartment units certified for occupancy

All construction is complete and 90% threshold (252 units) is met through demonstration of certificates of occupancy on or before 4/30/2018.

INN (Residential) (Target: 44 units)

_____ Rooms available for transient occupancy

All construction is complete and 90% threshold (40 rooms) is met through demonstration of certificates of occupancy on or before 12/31/2017.

INN (Retail) (Target: 5,000 sf)

_____ Square feet of retail space available for rental

- All construction of shell space, but not any tenant improvements, is complete, and 90% threshold (4,500 sq. ft.) is met through demonstration of certificates of occupancy on or before 12/31/2017.

SINGLE FAMILY HOME SITES (Target: 53 sites)†

- _____
_____ Construction-ready single-family home sites completed

- At least 27 sites completed on or before the date which is later of (a) the date which is nine (9) months after the issuance of TIF Bonds, and (b) six (6) months after the date that Public Works Department of City is willing to issue a drainage permit for the Single Family Home Sites construction ready site works.

- At least 48 sites completed on or before 12/31/2017

- All construction is complete and 90% threshold (48 sites) is available for single-family home construction.

TOWNHOMES (Target: 70 units)

- _____
_____ Construction-ready townhome sites completed (show total units that will be supported by these sites)

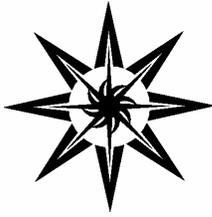
- Construction-ready sites supporting at least 63 townhome units complete on or before 12/31/2017

† With respect to the Single Family Site and the Townhomes Site, “completed” means that all horizontal improvements necessary to permit immediate construction of a Single Family Home or Townhome, respectively, are complete, in place and the site is immediately eligible for a building permit.

I represent that I am the _____ (title) of the Developer and am duly-authorized to make this certification on its behalf. All certifications made herein are true and verifiable. I will provide supporting documentation to the City within two business days of request to evidence the certifications herein.

By:

Date



PLANNING COMMISSION

Council Meeting Date: April 18, 2016

Consider Final Plat for Meadowbrook Park

RECOMMENDATION

Authorize the Mayor to execute the Final Plat for Meadowbrook Park at 9101 Nall Avenue to accept easements and rights-of-way subject to the following conditions:

1. Prior to filing the Final Plat with the County, the applicant provide all necessary legal documents and easements for dedication.

BACKGROUND

On November 12, 2015, the Planning Commission approved the Preliminary Development Plan and Preliminary Plat for Meadowbrook Park. On April 5, 2016, the Planning Commission approved the Final Development Plan and Final Plat for Meadowbrook Park noting the conditions of approval stipulated with the approval of the Preliminary Development Plan and Preliminary Plat had been met.

The Final Development Plan was approved subject to the following conditions:

1. Prior to the start of any construction, the applicant provide and receive approval for the necessary public improvement plans.
2. Consistent with the conditions of approval for the Preliminary Development Plan, the applicant agree to maintain and keep clear of snow the emergency vehicle road to be installed along the east end of the apartment complex and to install a 'Knox-Box' and a 'yelp' sensor for emergency vehicles to open the gate planned at the entrance to the single family area to accommodate emergency vehicle access.
3. LED rather than gas lanterns be considered for lighting at the entry monuments
4. The motors for operation of the gates be placed behind the pedestals and landscaped wall.
5. The parking configuration and location be revisited with staff.
6. The Vision Book be amended to reflect side yard setbacks of 5 feet on Village and Cottage lots
7. There be only one blade sign to be located on the northwest corner of the apartment building.
8. The foot candles and lumens for all proposed sign lighting be reviewed and approved by staff

ATTACHMENTS

Staff Report on PC2016-114
Proposed Plat

PREPARED BY

Joyce Hagen Mundy
City Clerk

Date: January 11, 2016

STAFF REPORT

TO: Prairie Village Planning Commission
FROM: Confluence, Kansas City, Kansas
- Christopher Shires, AICP, Principal
- PJ Novick, ASLA, LEED GA, Principal
DATE: April 5, 2016, Planning Commission Meeting (Confluence Project # 15018KC)

APPLICATION: PC2016-112; PC2016-113 & PC2016-114

REQUEST: Approval of a Final Development Plan and Final Plat.

PROPERTY ADDRESS: 9101 Nall Avenue

APPLICANT: VanTrust Real Estate
Justin Duff, Development Director,
4900 Main Street, STE 400
Kansas City, MO 64112

CURRENT ZONING AND LAND USE: MXD (Mixed Use District) - Meadowbrook Country Club

SURROUNDING ZONING & LAND USE: North: R-1A – Single Family Residential Dwellings
East: R-1A – Single Family Residential Dwellings
South: CP-1 and CP-O – Office and Retail and Overland Park Zoning: R-1 Single Family Residential – Single Family Dwellings

West: Overland Park Zoning: R-1 Single Family Residential – Single Family Dwellings and Church

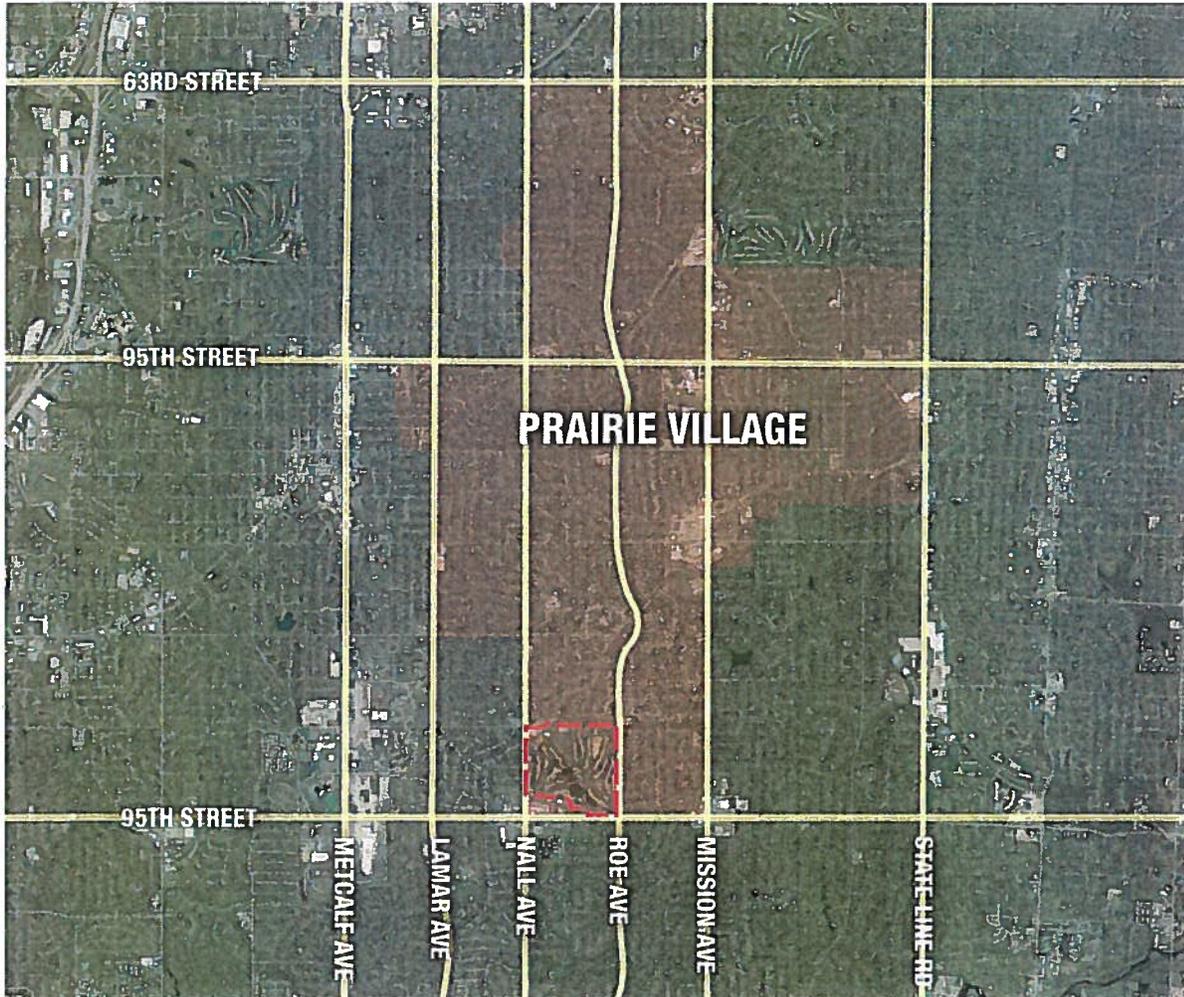
LEGAL DESCRIPTION: (see attachment)

PROPERTY AREA: 135.9 acres

RELATED CASE FILES: PC 2015-09, PC 2015-118, PC 2015-119, PC 2015-002, PC 2016-101, PC 2016-102

ATTACHMENTS: Applications, Final Development Plans, Updated Vision Book, Final Plat

GENERAL LOCATION MAP:



AERIAL MAP:



COMMENTS:

The subject property is the approximate 136 acre Meadowbrook County Club site that is generally bound by Nall Avenue on the west, W. 90th Street on the north, Roe Avenue on the east, and W. 95th Street and the Meadowbrook Village Shopping Center on the south.

The applicant, Van Trust Real Estate, represented by Justin Duff, is requesting approval of a Final Development Plan for the Meadowbrook Park residential lots and apartment complex. Final Development Plans for the senior living center and the hotel will be submitted at a future date for review and consideration of approval. The design and development of the approximate 80 acres of land to be dedicated to the Johnson County Park and Rec District as a public park are not detailed on this Final Development Plan and will be determined as part of a separate process of the County Park and Rec Board. The application is further requesting approval of a Final Plat for the entire Meadowbrook Park site.

Consistent with the approved Preliminary Development Plan, the updated Vision Book for the site proposes the creation of a mixed use development that includes:

- Detached Single Family Homes - 53 homes composed of 20 Cottage Lots, 13 Village Lots and 20 Manor Lots
- Attached Homes - 70 units
- Luxury Apartments - 280 residences
- Inn - 50 rooms with a 5,000 square feet commercial floor area
- Senior Living - 120 units of Independent Living, 120 units of Assisted Living / Memory Care, 90 units of Skilled Nursing Living, with restaurant and ancillary service and amenity space, totaling approximately 8,000 square feet and exterior grand terrace and pool.

The Final Development Plan does not include the hotel or the senior living development. It is intended that Final Development Plans for those projects will be submitted at a future date for review and approval.

On November 12, 2015, the Planning Commission held a public hearing on the requested rezoning of the subject property to MXD (Mixed Use District) including the related Preliminary Development Plan and Preliminary Plat. The Commission adopted a motion to find favorably the findings of fact based on the "golden factors" as detailed in the Commission report dated November 12, 2015, and recommended to the City Council approval of the requested rezoning and proposed Preliminary Development Plan subject to a set of conditions of approval. As part of this action, the Commission also approved the Preliminary Plat for the site.

Following the Commission hearing, on December 7, 2015, the City Council reviewed the applications and the Commission recommendation and approved the rezoning and the Preliminary Development, subject to the following conditions of approval:

1. The applicant addressing the comments from the traffic impact study review conducted by TranSystems.
2. The applicant providing revised plans that identify the necessary improvements to the proposed intersection of Nall Avenue at W. 92nd Terrace to accommodate the proposed boulevard entrance drive including a center left-turn lane on Nall Avenue, verification of sight lines, and adjusting the intersection design to accommodate adequate travel lane alignments.
3. The connection to Roe Avenue shown on the Preliminary Development Plan approved by the Planning Commission as an emergency access road (not open to general public vehicular use) be changed to a public street connecting to Roe Avenue as far north as possible, and that applicant work with the City and with Johnson County Parks and Recreation District in the design of the public street.
4. The applicant finalizing the acquisition of the right-of-way necessary for and constructing the public street connect to 94th Terrace/Rosewood Avenue as proposed, otherwise the Preliminary Development Plan must be brought back to the Commission and Council for review and reconsideration.

5. The applicant agreeing that all major service vehicles for the Senior Living and Inn shall use only the entrance at 94th Terrace/Rosewood Avenue. The applicant shall direct their vendors to avoid am and pm peak traffic hours.
6. The applicant designing the proposed gate at the entrance to the single family area to accommodate emergency vehicle access and include a 'Knox-Box' and a 'yelp' sensor for emergency vehicles to open the gate. The final design of the gated access must be reviewed and approved by the Fire Department and Police Department.
7. The applicant developing pedestrian crossings at the proposed Nall Avenue entrance and the proposed Roe Avenue park entry.
8. The applicant providing detailed elevations and materials for all proposed signage as part of each Final Development Plan and ensuring that all proposed monument signs, structures and landscaping are located outside of any sight visibility zones necessary to accommodate safe vehicular and pedestrian movements at all street intersections. The final signage submittal for the apartment portion of the project shall include all signage within the apartment development as well as all signage within the "public areas" of the entire project.
9. The applicant updating the Preliminary Development Plan to designate that the retaining walls proposed along Nall Avenue to be constructed of or faced with natural stone and labeled as Type A retaining walls.
10. The Planning Commission approving an exception from the retaining wall setback requirement for the retaining wall as proposed along the south property line of the senior living center.
11. Prior to construction, the applicant providing engineered design calculations and plans for all retaining walls exceeding 4 ft. in height.
12. The applicant providing with the Final Development Plan, detailed plans for all trash enclosures and HVAC/building mechanical equipment screening to ensure that all trash

dumpsters, recycling bins, HVAC and building mechanical equipment, etc., is fully screened from view. All screening shall be designed and constructed of materials that are durable and consistent and compatible with the building architecture.

13. The applicant providing details for calculating the parking required for the apartment complex with the Final Development Plan and providing an amount of parking that is acceptable to the City. At a minimum the applicant shall design to provide apartment parking at a rate of 1 stall per bedroom plus guest parking at 15% of total dwelling unit count; and, staff shall work with the applicant throughout the development of the Final Development Plan to verify that the parking total is appropriate and bring a final recommendation to the planning commission.
14. The applicant ensuring that the minimum tree sizes for this project be defined as follows: Large Trees – 3 inch minimum caliper, Ornamental Trees – 3 inch minimum caliper, and Evergreen/Coniferous Trees – 8 ft. minimum height.
15. The applicant updating the Preliminary Development Plan by showing street trees along the streets to the north and south of the open space island that is east of the senior living center; adding trees to the open lawn area of the senior living center building; and additional landscaping in the open space that is west of the Inn.
16. The applicant updating in the Preliminary Development Plan the exterior building material labels for the senior living center building to define “composite material” and “masonry base” consistent with the labeling shown for the Inn and the apartment building.
17. The applicant providing elevations and proposed materials for all pool structures including; restroom structure, shade structure, pump house, trellis, ornamental fencing and landscaping at the Final Development Plan submittal.
18. The applicant addressing all Public Works comments and detailing on the Final Development Plan, the Final Plat(s), and the utility improvement plan(s) all of the existing and proposed storm, sanitary sewer, and water mains, labeling them as public or private,

and labeling the required public or private easements including all other necessary utility easements.

19. Prior to obtaining any permit for construction, the applicant shall submit a Final Development Plan for review and approval by the Planning Commission. Public improvement plans and Final Plat(s) as necessary shall also be submitted by the applicant for review and approval prior to issuance of any permits and start of any construction. It is understood that this development will have multiple Final Development Plan submittals.
20. The applicant shall work with the school district to ensure school bus access to the gated residential development and include this in the Final Development Plan.
21. Staff shall work with the traffic consultant to further review the need for a traffic signal at the Nall Avenue intersection and work towards its installation. This includes working with the City of Overland Park to gain their input and concurrence.
22. All landscaping shown on the Final Development Plan shall be maintained including the replacement of all plant materials lost due to plant death or damage.
23. Maximum height of single family residential structures shall be 45' with an additional 10' allowed for chimneys.
24. Building height for the single family residential structures shall be defined as the dimension from the top of the foundation at the main entry to the ridgeline of the structure.
25. Building height for the apartment and Inn structures shall be defined as the dimension from the FFE (finished floor elevation) at the main entry to the ridgeline of the structure.
26. Building height for the senior housing structures shall be a maximum of 90' from the FFE of the parking garage at the location being measured.

27. Lot widths shown on the Preliminary Plat shall govern and the Vision Book shall be revised at Final Development Plan to reflect the correct dimensions.

Subsequent to the Council approval, the boundary of the Preliminary Development Plan for the Meadowbrook Park was expanded to include the existing office building at 5200 West 94th Terrace in response to the planned platting and construction of a public street through this property that will connect Meadowbrook Park to Rosewood Drive. The plan also includes the construction of a 3-story tall, 6-unit residential condominium building on the remnant parcel that will be on the east side of this new roadway. A separate Final Development Plan is anticipated to be submitted for the condo building at a future date.

STAFF COMMENTS:

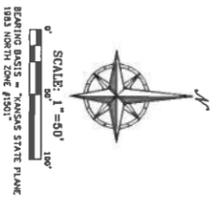
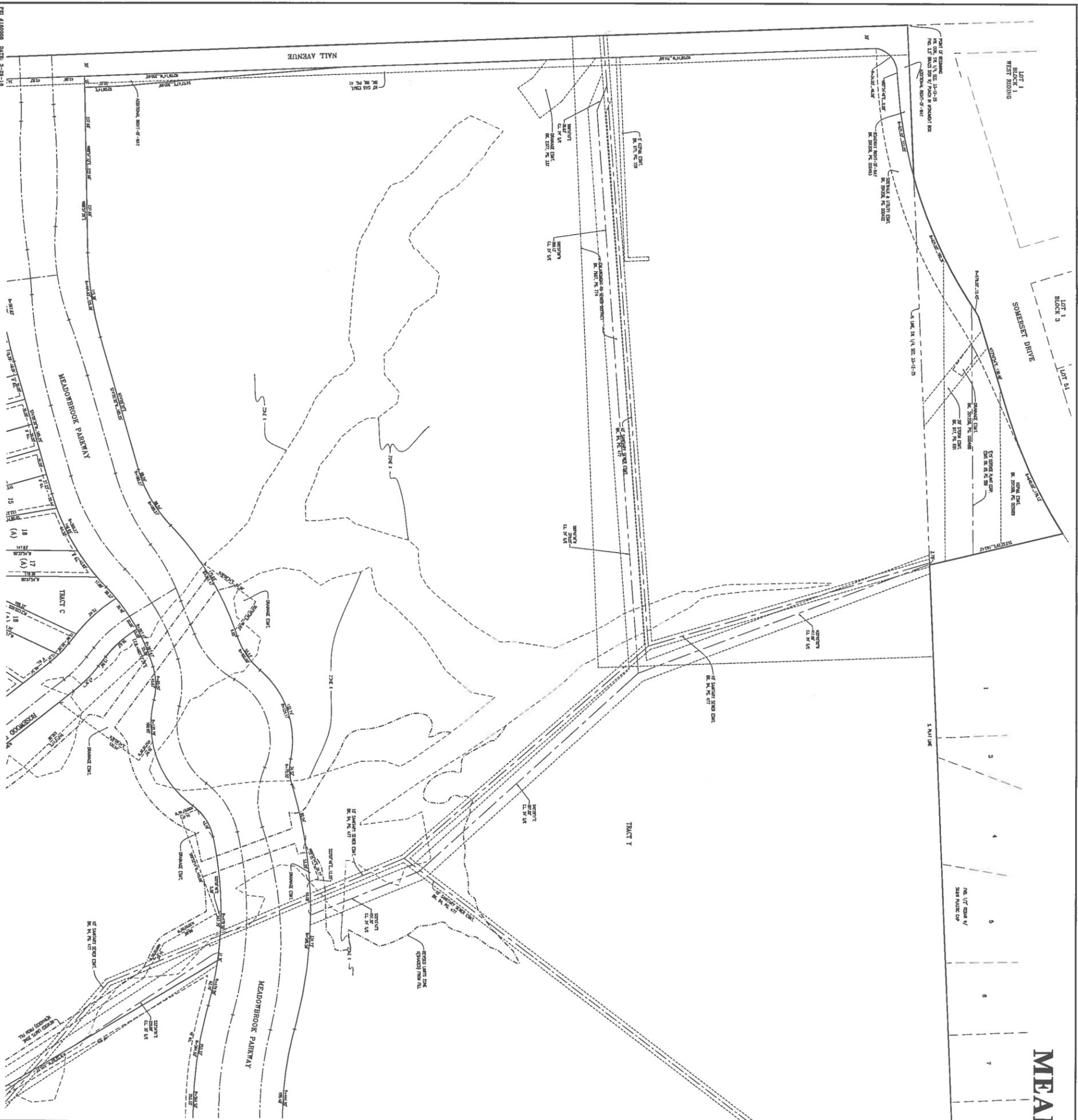
There are no outstanding issues. The applicant has updated the Vision Book to address the previous conditions of approval and the Final Development Plans for the residential lots and for the apartment complex are consistent with the approved Preliminary Development Plan. The proposed Final Plat is also consistent with the previously approved Preliminary Plat.

STAFF RECOMMENDATION:

Staff recommends the Commission approve the Final Development Plan (including the updated Vision Book), and the Final Plat, subject to the following conditions of approval:

1. Prior to filing the Final Plat with the County, the applicant providing all necessary legal documents and easements for dedication.
2. Prior to start of any construction, the applicant providing and receiving approval for the necessary public improvement plans.
3. Consistent with the conditions of approval for the Preliminary Development Plan, the applicant agreeing to maintain and keep clear of snow the emergency vehicle road to be installed along the east end of the apartment complex and agreeing to install a 'Knox-Box' and a 'yelp' sensor for emergency vehicles to open the gate planned at the entrance to the single family area to accommodate emergency vehicle access.

FINAL PLAT OF MEADOWBROOK PARK



- LEGEND**
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MAYOR'S ANNOUNCEMENTS

Monday, April 18, 2016

Committee meetings scheduled for the next two weeks:

Environment/Recycle Committee	04/27/2016	5:30 p.m.
VillageFest Committee	04/28/2016	5:30 p.m.
Council Committee of the Whole	05/03/2016	6:00 p.m.
City Council	05/03/2016	7:30 p.m.

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The Prairie Village Arts Council is pleased to present the Future of the Arts exhibit in the R. G. Endres Gallery during the month of April. Also presenting the 2016 Congressional Art Competition entries with the Congressional Art Reception, April 25, 4:30 - 6 p.m.

Recreation sales have begun. Pool memberships purchased in April will be discounted by \$5 for each pass.

The Tree Board will be celebrating Arbor Day with a tree planting at McCrum Park on Saturday, April 23rd at 10 o'clock.

The 15th annual Earth Fair will be Saturday, April 30 from 10:00 a.m. to 3:00 p.m. at Shawnee Mission East High School, 7500 Mission Rd. Free admission. Open to the public. Sponsored by the City of Prairie Village & Shawnee Mission East High School, the theme for 2016 Earth Fair is "May the Earth be with You—Come to the Green Side." Enjoy special presentations, music, fun and educational activities for the entire family. Shop the Used Book Sale, for other "green" products and good food

INFORMATIONAL ITEMS
April 18, 2016

1. Council Committee of the Whole Minutes - April 4, 2016
2. Village Fest Minutes - February 25, 2016
3. Planning Commission Minutes - March 1, 2016
4. JazzFest Committee Meeting minutes - March 8, 2016
5. PVAC Minutes - March 9, 2016
6. Mark Your Calendar

COUNCIL COMMITTEE OF THE WHOLE
April 4, 2016

The Council Committee of the Whole met on Monday, April 4, 2016 at 6:00 p.m. in the Council Chambers. The meeting was called to order by Council President Brooke Morehead with the following members present: Mayor Laura Wassmer, Ashley Weaver, Jori Nelson, Ruth Hopkins, Steve Noll, Eric Mikkelson, Andrew Wang (arrived late), Sheila Myers, Dan Runion, David Morrison (arrived late) and Ted Odell.

Staff Members present: Tim Schwartzkopf, Chief of Police; Keith Bredehoeft, Public Works Director; Katie Logan, City Attorney; Quinn Bennion, City Administrator; Wes Jordan, Assistant City Administrator; Lisa Santa Maria, Finance Director; Zach Bauer, Management Intern and Joyce Hagen Mundy, City Clerk. Also present was teen council member Dennis Rice and Assistant City Attorney Shannon Marcano.

COU2016-15 Consider Memorandum of Understanding for the sale of City-owned property to Consolidated Fire District #2

Wes Jordan stated that the Consolidate Fire District #2 has previously appeared before the Governing Body concerning their need and desire to acquire land from the City for the construction of a new fire station. City staff and Fire Department officials have worked together to develop a memorandum of understanding addressing the purchase/construction steps moving forward including recommendations suggested by the Governing Body. The agreement was approved by the Fire District Board on March 22nd. Mr. Jordan noted that Marcia Jacobs, Fire Board member, Chief Lopez and Deputy Chief Jeff Scott were in attendance to address any questions.

Mr. Jordan noted the agreed upon purchase price of \$275,000 based on the 2015 appraised value of the property. The agreement references the creation of an exterior design committee including the following city representation: City Council member, Planning Commission member and the City Planner as a technical advisor. Mayor Wassmer noted that Terrence Gallagher will serve as the Council representative.

The City owns the parking lot adjacent to the property. In conjunction with the construction of Fire Station 23, the District agrees to repair and/or reconstruct and reconfigure the parking lot to provide the same number of parking spaces as currently exist. The Fire District will cause the installation of an Opticom system at the intersection of the existing one-way exit from the City's property and Mission Road. Mr. Jordan noted the City will contribute \$63,000 to CFD2 for the repair and/or reconstruction and reconfiguration of the City's entire lower parking lot which is adjacent to the property, which is the amount budgeted in 2016 for City Hall and Police Department parking lot rehabilitation.

Ted Odell asked what happens if the Fire Station is not needed in the future. Shannon Marcano replied that has not been included in the Memorandum of Understanding, but can be discussed. She noted a formal agreement will be drafted for Council approval at

a later date. Chief Lopez stated the Fire District would be willing to address that in the final agreement. He is anticipating this building will be in use for 50+ years.

Sheila Myers asked if they were anticipating leaving the stations with sirens on. Chief Lopez replied they are discussing having a quiet zone immediately out of the station with sirens going on as they approach 75th and/or 79th Street. This has not been finalized.

Jori Nelson asked why the new station wasn't being constructed further south with the redevelopment of the Meadowbrook property. Chief Lopez reported that the bulk of their calls are in the center of Prairie Village and this location will provide the best call time response to them. He stated they will be retaining operations out of the station at 9011 Roe Avenue until the completion of the Meadowbrook Redevelopment. He added that they have had to move one of the trucks from the 9011 Roe Station to the station on 63rd to be able to address the number of calls received in the central and northern parts of the city.

Eric Mikkelson stated that he is very supportive but has several suggestions. He would like to see if the building is no longer needed by the Fire Department that the City be given the right of first refusal and if the City does not want to purchase the property that it has input on who purchases the site. He questioned the use of 2015 appraisal for the purchase price noting 3% to 5% increases in appraised value for city properties. He would like to have staff confirm that the \$275,000 is still an appropriate value. He would also like to see the amenities noted in the formal agreement. Discussed at an earlier meeting was a buzzer that could be used in an emergency for residents to access help. Chief Lopez replied that this would be provided through a circuit phone.

Mr. Mikkelson stated he would like having the city involved in the design committee; however, he would like the city council to have approval rights on the design. Chief Lopez felt there will be ample opportunity to work through this with the design committee as well as through their Planning Commission approvals.

Ashley Weaver asked why the City was giving the \$63,000. Quinn Bennion replied the city had budgeted funds for maintenance and repair of its parking lot in the 2016 CIP. The design and location of the fire station will result in reconfiguration of the parking area although they will be disrupting as few parking spaces as possible. Staff felt these funds should be used for the parking lot work in the same area as the reconfiguration. Andrew Wang confirmed this amount is not the entire amount budgeted for parking lot repairs. Keith Bredehoeft replied that the city is retaining \$40,000 for upper parking lot repairs.

Eric Mikkelson asked if the final design would be completed prior to the city's approval of the final development agreement. Deputy Chief Scott stated the design committee will begin meeting next week. He noted the land would be purchased with funding available and the building will be constructed through the use of bond funds.

Ted Odell made the following motion, which was seconded by Steve Noll and passed by a majority vote with Mr. Morrison and Mr. Runion voting in opposition:

**RECOMMEND THE GOVERNING BODY APPROVE THE
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY
OF PRAIRIE VILLAGE AND CONSOLIDATED FIRE DISTRICT #2
FOR THE SALE/PURCHASE OF CITY-OWNED PROPERTY
FOR THE APPRAISED VALUE OF \$275,000 FOR THE
CONSTRUCTION OF FIRE STATION #23**

**COUNCIL ACTION TAKEN
04/04/2016**

**PRESENTATION OF EXECUTIVE SUMMARY OF THE ENVIRONMENTAL STUDIES
FOR THE MEADOWBROOK PARK SITE**

Quinn Bennion noted this is another step in the Meadowbrook Redevelopment. He noted that although the City is not in the chain for Title of the property it is purchasing, the city does have the right to review documents related to the condition of the property. The Council has been deeply interested in the results of environmental studies on this site. This evening an executive summary of those studies will be presented. Several persons are present to answer any questions of the Council including representatives from Van Trust, representatives from Johnson County Park & Recreation District and Jessie Merrigan, Environmental Attorney with Lathrop & Gage on behalf of the City.

Jill Geller, Executive Director of the Johnson County Park & Recreation District, addressed the Council expressing her pleasure in seeing this joint partnership move forward. She reported that both Phase I and Phase II Environmental studies have been completed on the 80+ acre park revealing no problematic toxin levels associated with the use of herbicides, pesticides or fungicides. A small area approximately one-third of an acre was found to have some contamination likely from a gas spill.

Bill Maasen, Field Superintendent stated this is the most exciting project he has been involved in during his 30+ years with the District. They received the final report on the Phase I study on Friday and the Phase II investigation has been completed. He noted that representative of the firm conducting the study were present to answer any questions.

Tom Buchanan, attorney for the Park District, stated the environmental assessment of this site was the most complete you would ever find for a transaction on a comparable piece of property in Johnson County. Between the studies conducted by the Park District and Van Trust more than \$180,000 has been spent on environmental analysis. The Park District took to heart the reticence expressed by members of the Prairie Village's Governing Body of potential risks associated with golf course property.

Mr. Buchanan reviewed the process followed in the studies and the focus of the study. Defined areas of risk were identified and studied. Soil testing throughout the property combined with silt testing from the ponds revealed no problematic toxin levels

associated with herbicides and pesticides frequently used on golf course greens. The study did, however, find a patch of soil near an old maintenance shed where mowing equipment and storage tanks were located that showed signs of hydrocarbon contamination. Upon finding the contamination, Van Trust contracted with Terracon to determine the level of contamination. The soil contamination varies in depth and there is a small amount of groundwater contamination. A letter has been sent to the Kansas Department of Health & Environment reporting the contamination and results of testing. To remove the contamination, crews will remove the top five feet of dirt over the area affected by the gas spill and replace it with fresh soil.

Mr. Buchanan stated that an agreement is being drafted stating that JCPRD and Van Trust will work together with the city to address the issue and Van Trust will cover the cost of the proposed remediation.

Jori Nelson asked for the results from Phase II. Mr. Buchanan replied they received the test results late this afternoon, but the final report analyzing the study has not been completed.

Eric Mikkelson asked if the commitment from Van Trust at this point contingent upon the cost of remediation or regardless of the cost of remediation. Mr. Buchanan stated the commitment is based on what is known. Justin Duff with Van Trust stated a post closing remediation plan is being prepared. Mayor Wassmer confirmed that they have made a firm commitment to cover the costs for remediation as anticipated by the test results; however, if significantly greater remediation is required the level of cost commitment would become a point of negotiation. Mr. Buchanan noted that Terracon has confirmed the boundaries of the contamination and prepared a remediation plan for review by KDHE. Mr. Mikkelson confirmed these costs are not TIF reimbursable.

Jessie Merrigan, attorney with Lathrop & Gage, stated she is in agreement with Mr. Buchanan's summary of the environmental studies. She noted the city is not in a position of liability. The current draft of the remediation agreement addresses public protection through cleanup governed by KDHE standards for park land.

Dan Runion asked if the testing was done for specific items or of a general nature. Mr. Buchanan responded potential contaminants were identified based on the historical use of the land and the testing was for those identified contaminants.

Jori Nelson noted that the Phase I report ends with a list of concerns and uncertainties and asked if those would be addressed in the Phase II study. Bill Maasen stated those items were followed-up in the Phase II study. Jori Nelson asked when the Phase II report would be available. Mr. Maasen stated the final analysis report for the Phase II assessment will not be completed prior to the next City Council meeting. Mayor Wassmer stated the testing is completed and the results have been reviewed and approved.

Dan Runion asked Ms. Merrigan if she has had sufficient time to review the information. Ms. Merrigan stated she is comfortable with the information that has been received and

confirmed that Phase I items were followed-up in the Phase II assessment. They have provided a good explanation of the delineation. The Phase II report will be helpful as it will contain narrative data; however, the summary information is sufficient to base remediation requirements upon.

Ms Merrigan noted the spill occurred on the west side of the maintenance building and was immediately remediated with the involvement of KDHE. The north side of the former maintenance building is an area where there may have been fuel storage.

Ted Odell asked what the next step is. Katie Logan distributed a revised timeline with most of the items moving back two weeks. She noted several items that would come before the Governing Body on April 18th for approval.

Jori Nelson thanked all those involved in addressing these issues. Brooke Morehead commended the Council members for their diligence in requiring a thorough environmental investigation on behalf of Prairie Village residents.

UPDATE - Consideration of the Scope of Services and Bidding Process for the Solid Waste Contract for Services beginning in 2017

Wes Jordan reported that staff has conducted a preliminary review of bidding documents from other cities that have recently bid these services and determined that the request for proposal (RFP) should be tailored to the city's service expectations through very specific and detailed bid requirements. The criteria of service expectations must be specific and encompass a volume of comprehensive requirements. The expected services hinges on a comprehensive bid proposal.

Due to the scope of the work required and the limited time frame along with the current volume of staff workload, staff recommends the hiring of a consultant to ensure expectations of service delivery are realized through accurate bid specifications. Funding is available through the Solid Waste Fund for this work without any impact on the current budget. If agreed to by the Governing Body, the consultant contract would be negotiated and brought back to the City Council for approval.

Due to the level of investment involved, staff feels it would be appropriate to have the service period cover five years rather than the city's customary three year agreement. He noted the provider will have to invest in over \$1M for the provision of trash containers alone. He also felt better bids would be received with a five year contract.

Eric Mikkelson stated five years made sense provided the city had acceptable termination rights and a heightened fine schedule. Ted Odell suggested bidding for three years with the option of an alternative bid for five years. Andrew Wang supported getting bids for both three and five years.

Dan Runion asked about the city purchasing the bins from Waste Management. Mr. Jordan noted that if the city owns the bins it is responsible for their repair and maintenance. He advised the Council not to purchase the bins.

Council consensus was to bid both for three and five years.

Mr. Jordan reviewed the current level of service being provided to the 8,367 homes being serviced and asked for verification of the level or if changes were desired:

- Large Item Pick-up - 1 time per year
- Solid Waste Service (Trash)
- Recycling Service
- Overflow bags are allowed at a cost of \$1.25 each
- Trash containers are provided for both recycling and solid waste in two sizes (35 gallon and 65 gallon) He has been advised larger containers are available. The Council directed staff to continue with current size containers.
- Special Service for individuals with disabilities
- Compost/Yard Leaf Service
 - 12 containers allowed 6 months per year (March, April, August, September, October & November)
 - 8 containers allowed 6 months of the year (January, February, May, June, July & December)
 - Council directed staff to request 12 containers be allowed throughout the year.

Mr. Jordan requested the following service accountably concerns are addressed in the contract and the Council agreed:

- Consider increased fine structure
- Shared collection tracking software to verify cart collection
- Customer service lines answered within a specified time limit, i.e. 5 minutes
- Customer service to provide notification to the City of how complaints are resolved
- Requirements for cart replacement & maintenance

Mr. Jordan stated the estimated cost for hiring a consultant to assist with development of the request for proposal to be in the \$7,000 to \$10,000 range. The individual would conduct research on the scope of services, prepare documents and templates for bidding, answer questions regarding the RFP, etc. He estimates 40 to 50 hours of work.

Shelia Myers made the following motion which was seconded by David Morrison and passed by a majority vote with Mr. Odell voting in opposition:

**RECOMMEND THE CITY COUNCIL AUTHORIZE THE USE
OF A CONSULTANT FOR THE DEVELOPMENT OF THE
REQUEST FOR PROPOSAL FOR SOLID WASTE SERVICES
WITH FUNDING FROM THE SOLID WASTE FUND.**

Council President Brooke Morehead recessed the Council Committee of the Whole meeting at 7:24 p.m. until after the conclusion of the City Council meeting.

Council President Brooke Morehead reconvened the Council Committee of the Whole meeting at 9:30 p.m.

Update - Consideration of Residential Building Guideline Amendments

On February 1, 2016, city staff presented a concept draft to the City Council of potential changes to the current zoning standards for R-1a and R-1b residential zoning districts. This effort was an assigned initiative based on Council Priority #3 "Prairie Village HOA Overland District - Rebuild guidelines to include a City-wide ordinance."

The informal presentation introduced the Governing Body to the draft of the regulatory strategies prior to the public information meetings. The concepts are the result of many meetings with a technical development committee comprised of City Staff/Planner, architects, builders and residents. The policy goal of the committee was to protect neighborhood character while balancing the changing demographics and needs of the Prairie Village Community.

The Council approved presentation of the concept draft to the public to provide a forum for residents to evaluate and contribute to the process by sharing their thoughts and ideas. Staff advertised three public meetings through available media sources and written notification to all Homes Association Presidents. Meetings were held February 18th, February 22nd and March 2nd in the Council Chambers. Approximately 50 to 60 individuals attended each of the meetings. Attendees were comprised of residents, elected officials, media and representatives from committee members who contributed to the project with several individuals attending more than one meeting.

The spectrum of opinion on the proposal varied with most discussion centering on possible changes to residential lots that are zoned R-1b (smaller lots averaging approximately 65' x 125'). A large number of attendees also felt the ordinance proposal should include a requirement for four-sided architecture and a list of restricted materials. A number of residents expressed a need for an architectural review board (ARB). Mr. Jordan noted that if an ARB were to be considered by the Governing Body there would need to be a comprehensive evaluation process separate of possible zoning changes.

Mr. Jordan stated he does not have a timeline going forward and does not want to rush the project, but acknowledged the need to continue proceeding with due diligence as the issue remains and permit applications continue to be submitted. He feels there is some consensus on the proposed height and setback regulations and these issues could be brought to the Planning Commission for review and adoption while the committee continued to work through the other issues. As suggested in the earlier City Council meeting there are additional knowledgeable individuals interested in becoming involved and he is open to enlarging the committee.

Ted Odell agreed that there appears to be some common ground and going back to the committee for further study makes sense. However, he does not support a piecemeal

approach and feels there needs to be a broader overall approach looking at the entire city. Erick Mikkelson agreed and supported a comprehensive approach.

He feels that the setbacks have received general improvement, but beyond that support tends to drop off. He wants to see evidence of consensus before moving forward and does not see that on the height issue. He would like to focus on the actual massing vs. the perspective of massing. His personal perception of the houses going up is that they are really good improvements to the City and feels the guidelines should be loosened not tightened.

Mayor Wassmer stated she is supportive of bringing in additional people, but in reality it appears to be six to nine months before the committee could come back with a recommendation. Based on the rate of change going on in the city, some action needs to be taken sooner. She referenced the article "Taming the Teardowns" sent to council members. These changes are changing the fabric of the community that brought people to Prairie Village in the first place. The character of the homes around the PV Shops is the city's identity.

People are saying they want to see something done to protect their neighborhoods. She would like to see a phased approach that would allow for at least the adoption of the height and setback regulations to protect residents that have already invested in Prairie Village.

Jori Nelson stated that over the past three weeks she has spoken with several Prairie Village residents in Ward 1 and all are supportive of the proposed regulations. She noted the letters received reflect 33 residents in support and 12 against the regulations with one-third of those against being builders. She repeated some of the concerns expressed in the letters of overpriced new homes devaluating their homes, of builders building the homes and then moving on. She urged the council to proceed with caution, but proceed soon.

Ted Odell stated this problem does not exist in Ward 6 and asked why the city would adopt regulations that would handcuff people from redeveloping communities. It increases home values.

Brooke Morehead questioned using a historic district designation. Steve Noll responded that it may have been possible previously, but much of the original architecture that would qualify for such designation is gone.

David Morrison stated that he doesn't see this issue limited to Ward 1 noting there have been 8 teardowns in Ward 5. He does not want to stifle development, but feels there is common ground on the height and side setback regulations.

Eric Mikkelson agreed with Mayor Wassmer that consensus has been reached on setback, height and drainage issues, but beyond that consensus has not been met. He added that developers built what individuals want. They are the eyes of their customers and it is important for the city to listen to them. There are a lot of cities that want people

to come in and tear down old homes and rebuild. He noted the City of Westwood just loosened their regulations to encourage rebuilding.

Mayor Wassmer stated the city should move forward with side setback and height regulations to offer some protection to existing residents.

Ted Odell asked to see the size of lots in Ward 6 expressing concern with the impact of the proposed side yard setbacks on these smaller lots. Wes Jordan responded the 80/20 rule used is already being used in many of the city's homes association deed restrictions. He has not heard any comments in opposition to the proposed setbacks from residents in R-la zoning.

Jori Nelson noted the regulations can be appealed by the homeowner. Mr. Odell noted that requires them to go through yet another process.

Laura Wassmer moved the City Council authorize staff to move forward with a 2-phase implementation with Phase 1 looking at height and side yard setbacks specifically and Phase 2 working through the expanded committee to find compromise on the other issues through additional research and investigation. The motion was seconded by Jori Nelson and passed unanimously.

Preliminary discussion of budget for Capital Improvement Program for 2017 - 2020

As the CIP budget is a major portion of the city's budget, staff decided that it should be presented as the first item in budget presentations. Public Works Director Keith Bredehoeft reviewed the proposed Capital Improvement Program for the next five years. The total 2017 CIP requested budget is \$6,183,425.

Parks

2017 - \$277,000

- Harmon Park - \$127,000 (replacing play structures)
- Harmon Park Skate Park - \$30,000 (Design)

New Items Added

2018 - Pool Bathhouse Repairs - \$50,000 (Study for repairs)

2019 - Porter Park - \$100,000 (Park lighting, permanent bathroom)

Drainage

2017 - \$900,000

- Drainage Repair Program - \$900,000

New Items Added

None

Streets

2017 - \$4,131,425

- Paving Program - \$1,880,425
- Mission Road - 75th to 83rd (CARS) - \$1,776,000
- Roe Avenue 63rd - 67th (CARS) - \$75,000

New Items Added

2017 - UBAS Overlay - \$400,000 (in conjunction with City of Overland Park)

2019 - UBAS Overlay - \$400,000 (in conjunction with City of Overland Park)

Buildings

2017 - \$50,000

- Building Reserve - \$23,000
- PW Building Assessment - \$27,000

New Items Added

None

Other

2017 - \$825,000

- ADA Compliance Program - \$25,0000
- Concrete Repair Program - \$700,000
- Street Light Replacement (OP) - \$100,0000

Executive Session

Brooke Morehead moved pursuant to KSA 75-4319 (b) (13) that the Governing Body, recess into Executive Session in the Multi-Purpose Room for a period not to exceed 20 minutes for the purpose of discussing matters relating to the security measures of a public body or agency that protect public facilities. Present will be the Mayor, City Council, City Administrator, City Attorney, Assistant to the City Administrator and Chief of Police. The motion was seconded by Andrew Wang and passed unanimously.

Council President Brooke Morehead reconvened the Council Committee of the Whole meeting at 10:50 p.m.

ADJOURNMENT

With no further action to come before the Council Committee of the Whole, Council President Brooke Morehead adjourned the meeting at 10:50 p.m.

Brooke Morehead
Council President

VillageFest Planning Committee
February 25, 2016 | 5:30 p.m.

In attendance:

Corbin Trimble, Dale Warman, Cindy Clark, Susan Forrest, Ted Fritz, Tobias Fritz, , Courtney McFadden, Danny Pompey, Robert Ralston, Corey Hansen, Joyce Hagen Mundy

I. Introduction

Cindy Clark opened the meeting at 7:00 p.m. She introduced new member Robert Ralston.

II. Review and Approval of Minutes

Tobias Fritz moved to approve the January 28, 2016 meeting minutes. Ted Fritz seconded the motion and it passed unanimously.

III. Staff Reports

Joyce Hagen Mundy reported that vendor contracts will be mailed out the first of the week. She reported that \$600 in donations had been received along with a \$1,000 sponsorship commitment from Capital Federal. Fund raising letters to past donors were sent out this week. Corey Hansen had no updates at this time on behalf of Public Works.

IV. Subcommittees

Pancake Breakfast--Dale Warman reported he is talking with the Rotary Club for possible involvement with the pancake breakfast. Corbin Trimble stated the singer who performed the Star Spangle Banner last year will be returning.

Spirit Award--Toby Fritz will coordinate this again.

Children's Craft--Patty Jordan was not able to attend the meeting but the children's craft area will be similar to past years.

Pie Contest—Susan Forrest stated more volunteers are needed for the pie contest. Cindy noted a co-chair has not been found for this event. This event requires a lot of coordination and she feels a co-chair is essential.

Food Vendors—Susan Forest reported commitments from Hy-Vee, Rex Nolan, Polar Oasis and the Popcorn Man

Craft Vendors—The application form is on line. Barb Shaw was not present to report. Cindy noted there were 18 vendors last year, thinks there is room for 25 vendors.

Entertainment--Corbin Trimble reported that Janie Next Door, Funky Mama, and Mr. Stinkyfeet will be returning this year for kids' entertainment. The committee discussed sound requirements and what could be done to get sound down to the craft area. Corbin reported he has had inquiries from other performers wanting to participate.

Masonic Lodge—They will help with the breakfast. They are no longer doing the child ID but have offered to do free cancer checks in conjunction with KU Med. The committee requested more information.

Information Booth--Danny Pompey is the new chair of the subcommittee. Courtney McFadden suggested using Council Members to help staff that area.

Volunteer Coordinator--Courtney McFadden asked if there were specific people that committee chairs wanted in their area, to please let her know so she can schedule them accordingly. The Boy Scouts will be serving at the pancake breakfast.

Historic Exhibit--Ted Fritz reported that "Mr. Bones" is available to return this year. The committee authorized Ted to offer a contract for \$750. With the 75th anniversary of Pearl Harbor, 45th anniversary of the end of the Gulf War and the 100th anniversary of WWI the committee decided to go with a military theme, rather than a "Trails" theme with wagon train. Corey Hansen noted there is a "Classic Military Club" that Ted may want to check out. Dale Warman noted that a few years ago the city had a military fly in. The only related cost is the cost of fuel.

WOW Event--Cindy Clark reported after additional discussion with the snow vendor regarding the snow hill, it appeared they operated primarily in northern California and the projected cost would be \$30,000 to \$40,000.

V. Reports on New Items

Collector Cars—Susan reported that the individual she contacted indicated that because of the value of the cars, they would be willing to do a parade, but not showcase them in the parking lot. It was noted that Brighton Gardens does a car show and suggested that we talk with them. Dale Warman indicated that Gary Pruitt has refinished cars and could be a contact. Cindy asked Robert Ralston to further investigate this and coordinate it if it becomes possible.

Banner—Cindy reported the cost estimate for the banner to hang over Mission Road is \$410. The banner would only be hung for two weeks prior to the event.

T-Shirts—Cindy Distributed flyers that Kathleen prepared for the design contest for the 20th anniversary t-shirts. Cindy has a quote of \$5.55 for t-shirts with a two-color design on white or gray t-shirts. The design entries will be due in May with the shirts printed and sold in June & July. The contest information would be sent to the schools. Susan stated she would take flyers to the shops to post. The committee decided to sell the T-shirts for \$10.

Marching Cobras—Cindy has tried to make contact, but they haven't returned her calls. She will continue to try to make contact and discuss options with them. Corbin will try to connect with the Director and see how long they can perform and what they would do.

Dunk Tank—Cindy reported the cost for rental of a dunk tank was \$400. The committee authorized her to go forward with this.

VI. Recap

Cindy recapped the committee's decisions:

- Mr. Bones – offer contract
- Dunk Tank – proceed
- T-shirts – proceed, sell for \$10
- Banner – proceed

- Cars – Robert will continue to investigate
- Cobras – Corbin and Cindy will continue to investigate
- Pinball Machine – Tobias will investigate
- Snow Hill – No; possible use of remaining snow from last year in kiddie pools

VII. Other

Corey Hansen suggested using the hill as a giant slip & slide water slide with the assistance of the fire department and a large tarp.

Corey Hansen reported a change in the availability and use of the city generator. Dale to ask KCP&L to set up a temporary power outlet along Mission Road. Corey to follow up with MarkOne Electric.

Next Meeting: March 24th at 5:30 p.m.

PLANNING COMMISSION MINUTES
March 1, 2016

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, March 1, 2016 in the Municipal Building Council Chambers at 7700 Mission Road. Chairman Nancy Wallerstein called the meeting to order at 7:00 with the following members present: James Breneman, Melissa Brown, Patrick Lenahan, Jonathan Birkel and Jeffrey Valentino.

The following persons were present in their advisory capacity to the Planning Commission: Chris Brewster, City Planning Consultant; Wes Jordan, Assistant City Administrator; Mitch Dringman, Building Official; Eric Mikkelson, Council Liaison and Joyce Hagen Mundy, Commission Secretary.

APPROVAL OF MINUTES

James Breneman moved for the approval of the minutes of the Planning Commission for February 2, 2016 as submitted. The motion was seconded by Patrick Lenahan and passed unanimously.

PUBLIC HEARINGS

There were no public hearings scheduled before the Planning Commission.

NON PUBLIC HEARINGS

**PC2016-104 Request for Building Line Modification
8830 Catalina**

Craig Gaugh, 8830 Catalina, they are doing some interior remodeling to their current home that will expand into the existing garage space, therefore, they are proposing to extend the existing garage on 89th Street. The new garage area will extend over the platted building line, but is within the city required setback. They have contacted both their homes association and neighbors and neither have any objections to the proposed addition. The Somerset Acres West Homes Association has reviewed and approved the proposed addition.

Jonathan Birkel asked if the driveway was going to be tapered. Mr. Gaugh replied that it would be tapered.

Chris Brewster noted the lot is located on the northwest corner of 89th and Catalina Drive, and has a platted building line of 50 feet adjacent to both 89th Street and Catalina Drive. The building line also tapers at approximately the mid-point of each building line in relation to the corner of the lot, and cuts off the corner of the buildable area at an angle. The house orients directly to Catalina Drive, and the current house extends over the platted building line in the tapered area on northeast portion of the building at the

corner of 89th and Catalina (approximately 20' to 25' at each corner). Aside from the corner issues, the home is setback greater than 50' from each street side, and approximately 73'6 from the 89th street side.

This proposal would extend the existing garage approximately 12'-8" on the 89th street side. The bulk of this extension is still within the platted setback except for the tapered area of the platted setback. The proposed garage is also stepped back from the existing front elevation, and generally exceeds the 50' platted setback on Catalina, except for the taper at the corner. The proposed addition has a similar relationship to the platted setback as the current home, except stepped back (the majority of the addition conforms, but the southeast corner extends over the tapered portion of the platted building line.) The proposed addition is behind all zoning setbacks for the R-1A district.

The property to the west of this property is closest to the proposed addition. It has a platted setback of 60'. The structure on this lot is situated approximately 55' from the closest corner of the existing building and proposed addition.

The following criteria were reviewed:

1. That there are special circumstances or conditions affecting the property;

The lot is a corner lot with the building oriented to the side street. The platted setbacks are similar to adjacent lots, however the taper on the subject lot cuts substantially into the buildable area.

2. The building line modification is necessary for reasonable and acceptable development of the property in question;

The buildable area of the lot is reduced as a result of the platted setbacks. While the lot is large and there is a reasonable amount of buildable area under the platted setbacks, it is still more constraining than other lots in the area, and since the home does not have a "corner orientation", but instead is oriented to Catalina Drive, this corner of the buildable area is cut off.

3. That the granting of the building line modification will not be detrimental to the public welfare or injurious to or adversely affect adjacent property or other property in the vicinity in which the particular property is situated;

The addition of the garage is effectively the side lot of the current home, and still has a substantial setback from 89th street, and most of the proposed addition is beyond the platted setbacks. This side also has a similar relation to the street as the home to the west, which has its front oriented to 89th street.

James Breneman moved the Planning Commission approve Resolution PC2016-104 granting a building line modification for 8830 Catalina along 89th street as depicted on the survey dated 09/09/15 and that the applicant file such resolution with the register of deeds prior to obtaining a building permit. The motion was seconded by Patrick Lenahan and passed unanimously.

PC2016-105 Request for Building Elevation Exception

6708 Fontana

Jim Lambie, 6708 Fontana, stated he is seeking approval to construct a new home with a first floor elevation of one foot higher than the current first floor elevation to ensure that water drains away from the home.

Patrick Lenahan confirmed with Mr. Brewster that the proposed porch is allowed to encroach the setback.

Mr. Brewster noted the existing home has a current first floor elevation of 936.9'. The applicant is proposing to construct a new home with a first floor elevation of 937.9' for an increase of one foot.

This site is relatively flat with the highest elevation of 937' (northwest, rear corner) and a lowest elevation of 932' (southeast, front corner), resulting in a gradual grade to the front.

The proposed home meets all required setbacks:

- Front: 30' required; 41' +/- for the home; 38' +/- for the garage; 34' +/- for the front porch (note: a 35' platted building line also applies to this site)
- Interior side: 4' required; 7.4' and 5.4' proposed. (also meets the required 12' building separation from existing structure)
- Rear: 25' required; 44.8' proposed at closest point.
- The proposed home includes a garage slightly below the top of foundation (1.4' lower at 935.5) and a porch along the remainder of the lot frontage that will create transitions to the first floor elevation along the front building line.

Although the proposed building is proposed behind the required setbacks, it is only 1.4' to 3.4' beyond the required side setback which would not permit an increase in first floor elevation without Planning Commission approval. All elevation change proposals (more than 6" per each additional 5' of setback) require Planning Commission review.

Patrick Lenahan moved the Planning Commission approve PC2016-105 granting a building elevation exception for 6708 Fontana of one foot as depicted on the plans submitted. The motion was seconded by Jonathan Birkel and passed unanimously.

PC2016-106 Request for Building Line Modification 8604 Cedar

Sharon Sigman, 8604 Cedar, stated she is proposed to a small building addition to the northeast side of her home for a bathroom and additional closet space. The addition will make her house more symmetrical in appearance. She is also seeking to extend the existing garage beyond the platted 40' building setback. Ms. Sigman showed photos of her existing home and those adjacent to her property.

James Breneman asked if she has received any comments from the neighboring residents. Ms. Sigman responded the neighbors are supportive of her proposed plans.

Chris Brewster noted the lot is located on the southwest corner of 86th and Cedar Drive and has a platted building line of 50 feet adjacent to both 86th Street and Cedar Drive. The house orients towards the corner of 86th and Cedar, and both corners of the current structure are approximately at the 40' building line on both street sides. All other portions of the structure are setback further from both the 40' platted building line and the zoning setbacks.

This proposal would extend and addition approximately 13.2' into the platted building line on the 86th street side (21' x 13' addition). Due to the angled orientation of the home, the north corner is the deepest encroachment, and the encroachment lessens on each side as the addition angles back closer to conforming to the building line. The proposed addition is behind all zoning setbacks for the R-1A district

The property to the west of this property is closest abutting lot to the proposed addition; however, the rear of the existing structure is placed closer to this home than the proposed addition due to the angle of the home and the substantial setback from the street of the home to the west. The addition will not be visible from this home. The home immediately across 86h street is the structure that could be most impacted. It also has a corner orientation and has a setback of approximately 30' on the 86th Street side nearest the proposed addition.

The following criteria for building line modifications were reviewed:

1. That there are special circumstances or conditions affecting the property;

The lot is a corner lot with the building situated at an angle. The platted setbacks are parallel to each street creating a squared off buildable area. With the home situated on an angle, only the corners are at the extent of this buildable area currently.

2. The building line modification is necessary for reasonable and acceptable development of the property in question;

Due to the angled orientation of the existing home, it is not taking up as much of the buildable area as platted setback lines would otherwise allow. Many homes in this area on corner lots due have a corner orientation. Overall home in this area are larger and enjoy a larger buildable area on the lot. This modification is not inconsistent with the lot and building patterns in the area.

3. That the granting of the building line modification will not be detrimental to the public welfare or injurious to or adversely affect adjacent property or other property in the vicinity in which the particular property is situated;

The abutting lot to the west will not be impacted by the proposed addition, as it is not visible due to the angle of the existing home and the large setback from 86th street. The property across 86th street is the nearest home with visibility of the addition, however it has a similar relationship to 86th street as is proposed by this addition. The proposed addition is consistent with the scale of homes and orientation of corner lots in this area and is behind all required zoning setbacks for the R-1A zoning district.

Patrick Lenahan moved the Planning **Commission** approve Resolution PC2016-106 granting a building line modification for 8604 Cedar along 86th Street as depicted on the survey dated 01/07/2016 and that the applicant file such resolution with the register of deeds prior to obtaining a building permit. The motion was seconded by James Breneman and passed unanimously.

**PC2016-107 Request for Building Height Exception
2702 West 71st Terrace**

Commissioner Jonathan Birkel recused himself from hearing this application due to a professional conflict of interest and left the room.

Jim Engel, 6815 Fontana, stated he is requesting to raise the elevation for a new home at 2702 West 71st Terrace which is constructed on a slab approximately 3.8 feet in order to correct current drainage on this site.

The existing home is a slab on grade house with a current first floor elevation of 1,000.2'. The City Building Official has noted that typically at least 14" of increased elevation is needed to convert from slab on grade to a foundation built home. This application proposes a new home with a first floor elevation of 1,004.00', which is 3' - 9.6" above the existing slab on grade first floor elevation.

Chris Brewster noted the highest grade elevation on the site is 1002' at the southwest corner. This site is relatively flat from the street frontage (street to front door) with a gradual slope to the northeast corner (rear street side), and a steeper slope on the far northeast corner where the lowest elevation is 993'. The existing driveway mirrors this grade with a slight downward slope to the existing garage.

The proposed new home responds to those conditions as follows:

- The front lot includes some slight grade changes to place the garage floor slightly above prevailing grade in response to potential drainage issues (1002.6')
- The top of foundation is placed just under 6" above the garage floor (1003.0')
- This results in the first floor elevation (12" above top of foundation) at 1004'
- Grading along the west side (adjacent to the home) proposes a slight swale to minimize potential impacts on adjacent lot and tie in with prevailing rear grade.

These are all reasonable responses to the grade of the site, garage placement and foundation placement.

The resulting impact on the proposed home vs. proposed grades is as follows:

- Lowest exposed foundation is at the southwest corner of the structure - 2' from proposed finished grade; 3' from existing grade.
- Highest exposed foundation near existing home is at the northwest (rear) corner of the structure - 5' to 6' from proposed and existing grade.
- Highest exposed foundation overall is at the northeast corner (rear, street side) - 8' from proposed and existing grade. (note: this is largely due to the building footprint now extending into the steeper slope of the lot.)

The proposed home meets all required setbacks:

- Front: 30' required; 36' +/- proposed (note: a 35' platted building line also applies to this site)
- Interior side: 4' required; 8' proposed. (also meets the required 12' building separation from existing structure)
- Street side: 15' required; 22.4' to 23.47' proposed
- Rear: 25' required; 33.27' proposed at closest point.

Although the building is proposed behind the required setbacks, it is only 7.4' beyond the street side setback (which would only permit a 6" rise in first floor elevation according to Section 19.44.030) and 4' beyond the interior side (which would not permit an increase in first floor elevation according to section 19.44.030).

All other elevation change proposals (more than 3' OR more than 6" per each additional 5' of setback) require Planning Commission review and approval per section 19.44.030.C.

It was noted that the footprint for the proposed home is larger than the existing home. James Breneman confirmed that the new home was a single family structure. Mr. Breneman noted an error in the survey contour on 71st Terrace which reads 101 and should be 102.

Nancy Wallerstein asked if the raised elevation would impact the neighbor to the north. Mr. Engle replied that it should not, adding that they are proposing to construct a swale to direct water flow to Belinder. They will use a stepped foundation wall so less foundation is exposed at the highest points on the north east side and more of the primary building material is visible. Mrs. Wallerstein asked if he had contacted the homes association. Mr. Engle stated he has been unable to connect with the homes association.

Wes Jordan stated the city received an e-mail from a neighbor to the north regarding drainage. Mr. Jordan reported that the Public Works Department has established a new policy that requires all tear-downs to complete a drainage study prior to receiving a building permit. Therefore, all drainage issues will need to be addressed before an application can be made for a building permit. This information addressed the individual's concerns.

Jeffrey Valentino noted that if there are drainage issues, the foundation would need to be lower and questioned the Commission taking action prior to that study. Mr. Engle replied that he has used other alternatives to successfully address drainage issues. Mr. Brewster noted his landscape architect reviewed the grading plan and did not see anything that would indicate potential drainage issues, but that will be confirmed through public works permit procedures. Mr. Dringman stated that a building permit cannot be issued without a successful drainage study.

Jeffrey Valentino moved the Planning Commission approve PC2016-107 approving the request to raise the first floor elevation 3' 9.6" higher than the current first floor

elevation as depicted on the survey dated 01/12/2016 and submitted with the application. The motion was seconded by James Breneman.

Melissa Brown stated she had concerns with the entry and foundation on the east side. The motion was voted on and passed by a vote of 5 to 0 with Mr. Birkel having recused himself.

Commissioner Birkel returned to the meeting.

**PC2015-08 Request for Final Development Plan
8500 Mission Road**

Commissioner Melissa Brown recused herself due to a professional conflict of interest on this application and left.

Tim Homburg, NSPJ Architects, stated that they were in receipt of the staff report on their application and were in agreement with all of the recommended conditions except for #5. He noted on-going conversations regarding the recommended changes to the landscape plan and feel that they can be worked out. A materials board was presented and Mr. Homburg noted that the basic site plan has not changed since preliminary development plan approval by the Commission. The materials will be primarily stone and stucco. They will be of hearty quality requiring minimal maintenance.

Chris Brewster noted the proposed landscaping is discussed in detail in the staff report. It was stated that as much existing vegetation as possible would be preserved. There is no documentation on this. He noted there is not much landscaping depicted around the perimeter of the development. Suggestions were given for more trees and more variety of trees along Mission Road. The applicant has also agreed to provide streetscape along the interior street and to work with the city on parking lot landscaping. They are still working on landscaping around the buildings.

Nancy Wallerstein stated she agrees that there should be more mature trees in the proposed landscaping. She noted the appearance of the buildings has changed from the "French Chateau" look to more of an "English Tudor" and asked if it would still be called Mission Chateau. Mr. Homburg noted the change was made to be more compatible with the surrounding neighborhood.

Patrick Lenahan asked about the screening for trees. Mr. Brewster stated this would be addressed on the final landscape plan. Nancy Wallerstein asked if the Commission would see the final landscape plan. Mr. Brewster the direction is for it to be reviewed by the Tree Board, but it could come back to the Planning Commission.

Mr. Brewster noted at its July 29, 2015 meeting, the Planning Commission approved a preliminary development plan / site plan subject to the several conditions which he address in the following staff comments:

1. That the applicant prepare a plan showing the location and design of all signs for review and approval by the Planning Commission.

The sign plan proposes the following signs. Residential projects are permitted to submit their own subdivision identification signs. The remarks on sign size permitted by 19.48.015.M are included only for reference to the scale and size of signs that are permitted for monument signs generally. Section 19.48.020.B allows the Planning Commission to approve subdivision identification signs independent of these limits according to a sign plan.:

- 1 Main entry sign (Subdivision Signs per 19.48.020.B)
 - 7' 2" high (5' high permitted 19.48.015.M)
 - 32 s.f. +/- (20 s.f. permitted by 19.48.015.M)
 - Location meets all setbacks.
- 2 Signage Column; one at each entry
 - 2.75 s.f. logo plaques (none specified in ordinance)

The material specifications on these signs state the basic stone cap and base with a note that it will match the architecture.

The sign plan, including location, size, materials and lighting are consistent with all provisions of Section 19.48.020.B of the City sign ordinance pertaining to identification signs for residential subdivisions, provided the stone material and plaque are subject to the same conditions of any planning commission approval relative to the building materials.

2. That the applicant submit a final outdoor lighting plan in accordance with the Outdoor Lighting Ordinance for Staff review and approval after the outdoor lighting has been specified for the buildings and prior to obtaining a building permit.

A photometric lighting plan is provided for Lot 1 only. The photometric study shows that lighting does not spill onto neighboring properties as required by City ordinance. Pole height is not listed and the pole height used for the study needs to be specified. The height of all lights shall also be specified prior to construction to demonstrate compliance with the photometric study, particularly that the location, height and intensity will eliminate glare onto adjacent property. Photometrics for Lot 2 need to be submitted to demonstrate compliance with this standard, should any future lighting be proposed on Lot 2.

Patrick Lenahan questioned the amount of lighting along Mission Road and the internal road on the site.(85th Street/Terrace)

Mr. Homburg the street lighting will be handled on standard size poles with the lighting providing the minimum number of foot-candles necessary for security. Mr. Breneman noted the plans indicate 30' poles. Mr. Jordan noted that a final lighting plan will be submitted.

3. That the applicant will implement the Stormwater Management Plan and submit final plans for the stormwater improvements for review and approval by Public Works.

Public Works has approved the Storm Drainage Report and will review all civil drawing including the drainage system when final construction documents are submitted.

4. That the applicant shall obtain all necessary permits from the Corps of Engineers and State of Kansas regarding drainage and flood control and shall prepare erosion control plans as required.

Public Works has approved the Storm Drainage Report and will review all civil drawing including the drainage system when final construction documents are submitted.

Nancy Wallerstein asked if the plan still included the detention area in the northeast corner. Jeff Bartz with BHC Rhodes replied that it was and that it would have a three to one slope and not be fenced. It is a natural pond outlet structure with inlets at different elevations to address water flow. He added the structure will have a rain garden feature with no ponding.

5. That all HVAC units except wall units be screened from adjacent streets and properties.

Tim Homburg stated that all HVAC units will be located on the roof and will be screened from view and not visible from the ground. They will be using a modified mansard roof with a segment of the roof used for the HVAC equipment. This will be reflected in the construction documents.

6. That all trash bins and dumpsters be screened.

Only 3 evergreen trees are screening the back side of the trash area. There is no screen wall enclosure and no gate to screen this use. It is recommended that a masonry enclosure wall with an opaque gate in included in the design.

Nancy Wallerstein noted that only one trash enclosure is shown on the plan and questioned if that would be sufficient to accommodate both facilities. Mr. Homburg replied the number of units is more a reflection of the number of trash pick-ups and there will be multiple weekly pick-ups. He added the size of the enclosure is based on what is necessary for a 250 unit apartment building, which would have more trash than would be generated by the Independent and Assisted Living facilities. Mr. Brewster stated that staff only looked at the screening leaving the size and number of units to be determined by the applicant.

7. That final plan details, including both the Site Plan and the building elevations, shall be reviewed and approved by Staff based upon the conceptual plans approved by the Planning Commission.

The Building Elevations are consistent with the preliminary plan. At the preliminary plan approvals, a material sample was provided. The final development plan does not include further specification of those materials. The applicant is required to submit the following, subject to the review and approval of the Planning Commission:

- *Specification as to the type and color of the primary materials indicated on the final plan (stone, stucco and composite roofing)*
- *Information on details of materials and application, including:*

- *Reveals to be used for application of the stucco*
- *The texture of the stucco.*
- *Extent and final treatment of exposed wood shown in the plan.*
- *Guard rail material on balconies*
- *Material and details of windows, headers, and sills.*
- *Coordination of all materials with sign plan and fencing materials on the landscape plan.*

8. That the applicant incorporate LEED principles and practices as reasonable and practical in the demolition and final design of the project.

Specifics of this condition are not available in the final plan materials. Mr. Homburg a high level of LEED principles were incorporated into the demolition process. Before demolition rehabilitation groups were invited to the site and removed materials that could be recycled and/or used elsewhere. When the building was demolished, the materials were separated by type into separate areas and again recycled as possible. He noted that the concrete removed with be crushed and used as subsurface material for the street. Over \$100,000 has been spent to date on repurposing the building.

9. That the applicant submit the final Landscape Plan to the Planning Commission and Tree Board for review and approval.

See landscape plan comments associated with condition 10 below.

10. That the applicant install a sprinkler system for the lawn and plant materials and the plan be approved by Staff.

A landscape plan has been submitted, and the following changes are recommended and a revised landscape plan shall be submitted to staff for approval in accordance with the following changes prior to submission to the Tree Board:

General site landscape comments: Tree counts are low. Landscape buffering at adjacent parcels and the R.O.W. is minimal. Evergreen trees and shade trees are absent in these areas. Screening of parking is non-existent. It is recommended that the street tree count increases to 1 tree per 40 linear feet (27 trees), placed between the street and the sidewalk. The west, south and north perimeter buffers and parking perimeter areas shall contain 8 evergreen trees and 3 shade trees per 100 linear feet. Tree species are acceptable except Red Maple and Greenspire Linden. Substitute Red Maple with Sugar Maple or Pacific Sunset Maple and substitute Greenspire Linden with a true American Linden or Silver Linden.

Lot 1 landscape comments: Shade trees are few, with only 13 on the entire parcel. Shade over paved areas is kept to a minimum. It is recommended that additional trees are added along paved areas to lower the heat island effect, provide comfort and to intercept rainwater. Only 3 evergreen trees are screening the back side of the trash area. There is no screen wall enclosure and no gate to screen this use. It is recommended that a masonry enclosure wall with an opaque gate in included in the design.

Lot 2 landscape comments: Internal drive lane trees are spaced approximately 75' with no additional front yard trees shown. The typical rear yard shade tree count is under one tree per residential unit. Evergreen trees along the south property line are shown at about .5 trees per residential unit. It is recommended to add shade and evergreen trees in front yards and along the south and west property boundary as noted above and additional front yard shade trees are added.

Common Area landscape comment: No additional trees are added to this area except along Mission Road. It is assumed that existing trees are intended to be saved in this area. The applicant needs to provide a tree preservation plan to document the trees to be saved. Additional trees may need to be planted if enough trees have not been retained.

Nancy Wallerstein noted that she does not see much color or flowering in the proposed landscape plan. Katie Martinovic with NSPJ Architects reviewed the proposed landscape plan and tree species. It was noted that there are 66 shade trees, 27 evergreens, and 75 ornamental trees on the site. The existing tree buffer areas along the north, west and south will be maintained and per staff's direction, they will document the number and size of trees in each buffer. Along Mission Road, some of the ornamental trees will be replaced with shade trees for a total of 27 and be located between the sidewalk and curb. The tree substitutions suggested by staff will be made. Mrs. Wallerstein encouraged Ms Martinovic to have year-round color in the landscaping.

Jonathan Birkel confirmed irrigation would be provided for both phases. Mr. Homburg stated there would be separate water meters and the irrigation would be set by zones.

11. That the internal drives and roads be constructed to City Standards. Plans and specifications to be approved by Public Works.

Public Works has reviewed the Final Plat and the driveways and access controls are acceptable. Public Works will review final construction documents to ensure compliance with City standards.

12. That the applicant install fire hydrants at locations designated by the Fire Department.

The plan is consistent with the preliminary plan. Staff will confirm the hydrant locations meet the Fire Department needs prior to the Planning Commission meeting..

13. That the applicant be responsible for plan review and inspection costs associated with the construction of the facility.

This condition will be met through construction review.

14. That the applicant submit final plans for the retaining walls to Public Works for review and approval.

Public Works has approved the Storm Drainage Report and will review all civil drawing including the drainage system when final construction documents are submitted.

15. That the applicant submit plans for the proposed pool, bathhouse and shelter adjacent to Mission Road for Site Plan approval by the Planning Commission prior to obtaining a building permit.

No plans have been submitted for this portion of the project. Any building permit for these facilities shall be submitted in accordance with this condition prior to construction.

16. That the applicant construct a sidewalk to the southwest corner of the site to eventually connect to the Trail on Somerset Drive.

The sidewalk is shown at this location on the final development plan, and an easement for the sidewalk is indicated on the final plat.

17. If the gate creates traffic congestion on Mission Road, the applicant will meet with the Prairie Village Police Department to resolve the issue.

This is a continuing condition of the Final Development Plan approval. In addition, the operation of all gates including the sidewalk access at the southwest portion of the site is based on the assumption that they remain open in primary business hours, visiting hours and all significant shift changes.

Nancy Wallerstein confirmed it is still the intent to have the complex gated and how it would function. Mr. Homburg replied the gates would be open during daytime hours. In the evening residents will have keypad access with guests being able to call in to gain access. He noted the fenced area restricts vehicular entry, but there are three open areas along the fence that allow pedestrian access.

18. Flip the layout of the east villa on the north side of the south entrance to minimize the prominence of garage doors at the entry to the site and to coordinate driveway ingress and egress near the gate islands.

This condition has been met as shown on the submitted Final Development Plan.

Nancy Wallerstein expressed concern with the lack of distinctive coloring in the building materials. She sees a very neutral color palette and hopes that the landscaping can offset this.

Mrs. Wallerstein questioned the number of ADA parking spaces provided for a community that focuses on providing services to the elderly. Mr. Homburg replied the ADA spaces are in compliance with code. Mr. Breneman agreed that 8 ADA spaces seems low to him as well. Mr. Homburg stated that most of the residents will not be driving and requiring ADA parking. Mrs. Wallerstein asked about the size of the parking spaces. Mr. Homburg responded they are the standard 8' van accessible spaces.

Mrs. Wallerstein asked if they would be providing maintenance services for the villas.

Mike Flanagan with Flanagan & Associates, LLC, legal counsel for the applicant, replied that the concept for the villas is that they be maintenance free with the homes association being responsible for mowing, snow removal, etc. Mr. Flanagan explained that the villa area reflected as lot 2 is currently shown as a blank space on the plat. This area would be revised after the lots are developed and again after the units are sold.

The intent is to have these sold and owner occupied. The applicant's experience is not in home building and they are currently talking with potential firms to handle the responsibilities for the sale and development of the Lot 2 property.

Nancy Wallerstein asked if there would be any cohesiveness in the look of the villas. Mr. Flanagan reviewed some of the many conditions of the settlement agreement with the neighbors in relation to the development of the villas which included size limitations, type of materials to be used, maximum footprint, etc.

Nancy Wallerstein asked if they had to be owner occupied. Mr. Flanagan responded that under the terms of the settlement agreement the only people who could own and rent a villa would have to live in the attached villa or the controlling entity (Tutera). Construction on the units must commence within one year of the issuance of the certificate of occupancy for the senior living complex on a minimum of six villas .

Mr. Breneman asked if one unit could be built instead of a villa. Mr. Flanagan responded that would not be allow under the terms of the settlement agreement that is part of the special use permit and has been registered.

Mr. Birkel confirmed there are minimum and maximum building footprints controlled by the settlement agreement and asked if these are per side or the entire building. Joe Tutera replied there is a square footage requirement established as a range. The intent of the settlement agreement was to ensure the construction of villas similar to the Corinth Downs development.

Joe Tutera stated that he had the same concerns expressed by Mrs. Wallerstein with regard to the lack of coloring initially; but has been assured by the architects that the overall view of the complex will have distinctive color differentiations. Mrs. Wallerstein responded that she is not seeing it on the color board presented. Mr. Homburg replied that the natural stone will have color differentiations. He added that a large scale mock up would be created before the materials are applied.

Mr. Lenahan noted that without a rendering it is difficult to place the different materials and asked Mr. Homburg to go through the locations of the various materials based on the elevation shown. Mr. Homburg reviewed the use of the stucco, the dark trim color, the location of the accent materials and the darker roof coloring. He noted the stone will be natural stone and will have variations in coloring. The impact of the window coloring and accents. Mr. Breneman asked if the windows would be clear. Mr. Homburg replied they would have a UV tinted coating. Mrs. Wallerstein stated she wants to see more contrast and asked if they have done a project with similar coloring that they could view. Mr. Homburg stated they had done several and noted the "Villas of Highland Lodge" off 105th and Roe.

Mr. Breneman noted the rendering shown depicts a much lighter roof than the roof material shown. Mr. Homburg restated that before anything is installed a mock up with large scale materials will be presented to Mr. Tutera for approval. Jonathan Birkel suggested using a slightly darker window trim to "pop" out the windows. He expressed

concern that much of the stone material that will be located at the lower elevations will not be visible because of landscaping. Mr. Homburg noted that when the project is built out the view from Mission Road will be primarily of the villas.

Jeffrey Valentino stated the design is generally compatible with the area and constructed with durable materials and meets the criteria; however, he noted he shares Mr. Birkel's concern that the stone material being placed so low to the ground will not be visible.

Nancy Wallerstein stated the building materials are fine, but the material colors need to be reviewed. She feels the dark material selected for the roof will be overwhelming. Mr. Lenahan noted the roof material is a weathered wood color that will fade.

Mr. Lenahan confirmed that the trash enclosures will be screened by a masonry wall.

Chairman Nancy Wallerstein thanked the applicant for listening to the Commissioners' questions and concerns.

Chris Brewster stated that in addition to the conditions of the Special Use Permit approval and preliminary plan approval, The Planning Commission needs to consider the criteria for site plan approval and reviewed the following staff analysis:

A. The site is capable of accommodating the building, parking areas and drives with appropriate open space and landscape.

The site is capable of accommodating the proposed building and parking, and is in accordance with the preliminary development plan. However the open space and landscape plan are recommended to be updated as specified above.

B. Utilities are available with adequate capacity to serve the proposed development.

The utility access and capacity are adequate for this site.

C. The plan provides for adequate management of stormwater runoff.

Public Works has approved the Storm Drainage Report and will review all civil drawing including the drainage system when final construction documents are submitted.

D. The plan provides for safe and easy ingress, egress, and internal traffic circulation.

Public Works has reviewed the Final Plat and the driveways and access controls are acceptable. Public Works will review final construction documents to ensure compliance with City standards.

E. The plan is consistent with good land planning and good site engineering design principles.

The plan is consistent with the preliminary plans, and reflects good land planning and site engineering design principles to the extent the conditions of preliminary approval are adequately addressed as stated above.

F. An appropriate degree of compatibility will prevail between the architectural quality of the proposed building and the surrounding neighborhood.

The plan is consistent with the preliminary plans, and reflects good quality and compatibility to the extent the conditions of preliminary approval are adequately addressed as stated above. Particularly, material details and specification consistent to that provided with the preliminary approvals shall be submitted and further specifications that meet the Planning Commission's approval with regard to comments in this memo.

G The plan represents an overall development pattern that is consistent with the comprehensive plan and other adopted planning policies.

The plan is consistent with the preliminary plans, and relates to the comprehensive plan and adopted planning policies as identified in the preliminary approvals.

The Commission members reviewed the following staff recommended conditions of approval and the applicant's written response that was distributed to the Commissioners.

1. That all lighting used to illuminate the outdoor area be installed according to all submitted lighting, landscape and sign plans, and in any case in such a way as to not create any glare off the site and be in conjunction with the outdoor lighting regulations. **Acknowledged by applicant and will be met.**
2. The materials designated for the sign plan be subject to the same conditions for any approval by the Planning Commission for the architecture and materials of the principle structures. **Acknowledged by applicant.**
3. Building materials will need to be specified to the satisfaction of the Planning Commission per condition 7, to demonstrate compliance with the approved preliminary plan and further the concepts shown regarding quality, color and details in the conceptual elevations. **Applicant agreed to return to Commission with final material selection.**
4. The landscape plan be revised for Lots 1 and 2, the common area and streetscape be submitted addressing staff comments prior to review by the Tree Board. **Applicant will continue to work with staff and will make the tree substitutions suggested by staff. Trees will be added to the parking lot areas. A screen wall and gate will be provided around the trash enclosure. Larger shade trees will be substituted for ornamentals on Lot 2.**
5. All continuing conditions of the preliminary approval including:
 - a. PW specs on construction documents - street construction, stormwater and retaining walls, fire hydrant locations.
 - b. Operation and maintenance of gates and hours of opening.
 - c. Costs of permitting and review to be paid by the applicant
 - d. Lot 2 buildings subject to this final development plan and any subsequent changes will require approval of a new plan, including landscape plans.
 - e. Any subsequent construction of the pool or accessory structures associated with the pool shall require final plans reviewed and approved by Planning Commission.

Acknowledged by the applicant.

Jim Breneman moved that the Planning Commission approve PC2015-119, the final development plan for 8500 Mission Road subject to the following conditions:

1. That all lighting used to illuminate the outdoor area be installed according to all submitted lighting, landscape and sign plans, and in any case in such a way as to not create any glare off the site and be in conjunction with the outdoor lighting regulations.
2. The materials designated for the sign plan be subject to the same conditions for any approval by the Planning Commission for the architecture and materials of the principle structures.
3. Building materials will need to be specified to the satisfaction of the Planning Commission per condition 7, to demonstrate compliance with the approved preliminary plan and further the concepts shown regarding the quality, color and details in the conceptual elevations.
4. The landscape plan be revised for Lots 1 and 2, the common area and streetscape be submitted addressing staff comments prior to review by the Tree Board.
5. All continuing conditions of the preliminary approval including:
 - a. PW specs on construction documents - street construction, stormwater and retaining walls, fire hydrants locations.
 - b. That the gates will remain open primary business hours, visiting hours and all significant shift changes.
 - c. Costs of permitting and review to be paid by the applicant
 - d. Lot 2 buildings subject to this final development plan and any subsequent changes will require approval of a new plan, including landscape plans.
 - e. Any subsequent construction of the pool or accessory structures associated with the pool shall require final plans reviewed and approved by Planning Commission.

The motion was seconded by Jeffrey Valentino and passed by a vote of 5 to 0.

PC2015-110 Request for Preliminary & Final Plat Approval - Mission Chateau 8500 Mission Road

Chris Brewster stated the Planning Commission heard the application for a Special Use Permit, Site Plan approval and a Preliminary Plat at a Special Meeting on July 29, 2015. The Commission recommended approval of the Special Use Permit and Site Plan, subject to conditions, and the Council approved both recommendations on August 17, 2015. At that meeting, the Planning Commission declined to take action on the Preliminary Plat, and continued that to the September meeting. However no official action was taken on that plat. At that time, staff reviewed and created a staff report recommending approval of the preliminary plat, subject to 8 conditions. Despite the Planning Commission not taking official action on that plat, the development has progressed through further levels of design and engineering based on the SUP and Site Plan approvals, and a Final Plat has been prepared that addresses the comments in the

original staff report and review of the Preliminary Plat. Therefore the applicant is requesting a combined approval of the Preliminary and Final Plat.

Since approval of the Special Use Permit and Site Plan by the Governing Body the applicant has advanced on planning and engineering based on those approvals and in furtherance of the previously submitted preliminary plat. They have submitted preliminary and final plat, and the following comments relate the submitted final plat to the recommended conditions for of the preliminary plat from Staff's July 7, 2015 review:

1. **That the applicant provide a 5-foot sidewalk on the west side of Mission Road.**
On the Final Plat, the applicant has indicated that a 40' deep easement along the west side of Mission Road for the location of the 5-foot sidewalk. The proposed site plan in accompanying application shows the location of the sidewalk within that easement.
2. **That the applicant work with Public Works on the final design of the storm drainage system.**
Public Works has approved the Storm Drainage Report and will review all civil drawing including the drainage system when final construction documents are submitted.
3. **That the 25-foot platted rear setback line be dimensional on the northwest property line of Lot 1.**
Most of the edge is designated as "common area" and the platted lot line is proposed to be at the requested 25-foot setback. However, the plat shows a 20' building line in the common area, which is not consistent with this condition, nor the notion that the common area will not have any structures. This will need to be revised and resubmitted before recording. The final development plan shows that the structure on Lot 1 is in compliance with this condition and is setback more than 25' from the recommended platted rear setback.
4. **That the applicant prepare covenants to guarantee the maintenance of the common areas and utilities and submit it with the Final Plat.**
Draft covenants have been submitted with final site development and approvals to address this condition. Prior to recording the Final Plat, the final proposed covenants shall be submitted demonstrating that this condition is met, and reviewed and approved by the city attorney.
5. **That the applicant dedicate a pedestrian easement on the west side of Lot 2 to provide access to Somerset Drive and construct the sidewalk.**
On the Final Plat, a 10' easement is shown at this location; the sidewalk will need to be constructed as shown on the final development plans.
6. **That the applicant protect and preserve as much existing vegetation as possible along the property lines.**
The perimeter of the property encompasses common areas and sidewalk easements and buffers. The plat preserves areas for the applicant to preserve as much existing vegetation as possible. The execution of this condition will be subject to permitting review, grading plans and the proposed new comments associated with the final landscape plan and covenants submitted as part of the preliminary development plan.

7. **That access control to two locations on Mission Road be indicated on the plat.**
Public Works has reviewed the Final Plat and the driveways and access controls are acceptable.
8. **That the driveways be constructed to City standards.**
Public Works will review final construction documents to ensure compliance with City standards.

The Subdivision Regulations also require the following additional information to be submitted with the Final Plat:

- A. Covenants - draft covenants are submitted with the final development plan. Final covenants (if changed from the draft) shall be reviewed by staff prior to recording to demonstrate that all conditions of the Special Use Permit, Site Plan and Plat approvals have been met.
- B. Proof of Ownership - submitted
- C. Review by County Surveyor - (The County Engineer will not review the Final Plat until it is approved by the City.)
- D. A Certificate showing all taxes and assessments have been paid - submitted.
- E. Construction Documents for streets, sidewalks and storm drainage - Construction documents will be submitted prior to final permits for site development and construction of improvements.

Chris Brewster advised the Planning Commission that there will be further platting of Lot 2 for the villas.

Tim Homburg stated the applicant acknowledged and accepted all of the recommended conditions of approval except for number seven. He felt that as this was a private street the bonding was not necessary. It was noted that this was a condition of the previous application which had a public street.

Wes Jordan responded that this may be a condition of public works. Mr. Homburg replied that public works will be involved. The private road will be built to city specifications. However, as a private street it will be maintained and plowed by the property owner. He added that they do not plan to build the street until all of the heavy equipment work necessary for construction is completed because of its impact on the road.

Mr. Jordan reported that he spoke with the Public Works Director and he did not have any objection to the removal of the bonding condition in number 7.

Jeffrey Valentino moved that the Planning Commission approve the Preliminary and Final Plat for Mission Chateau, 8500 Mission Road, subject to the following conditions:

1. The approval is conditioned on approval of the final development plans, or any changes to approved final development plans that do not correspond to the platted lot and easements shown on the proposed Final Plat shall require the submittal of a new Final Plat corresponding to those changes and meeting all of the conditions for project approval.

2. Final covenants be submitted for review by the city attorney and approved prior to recording the final plat.
3. That the recommended comment regarding maintenance of the drainage facilities in Common Areas be added prior to recording the final plat.
4. The platted Building Line on the northwest side of Lot 1 be removed from the common area, and located along the edge or the property line at of Lot 1 to achieve the 25' building line from the property line (i.e. the common area makes up the 25' setback.).
5. That the applicant submit the Final Plat to the County (surveying and engineering) after approval by the City.
6. The Final Plat be submitted to the Governing Body for acceptance of easements.
7. The property owner shall construct all the proposed improvements in accordance with the approved final development plans that were conditions of the Special Use Permit and Site Plan Approval.

The motion was seconded by James Breneman and passed by a vote of 5 to 0.

OTHER BUSINESS

Nancy Wallerstein noted the number of utility cabinets around the city, noting in particular the one recently placed in front of 89th & Roe Shops without any landscaping. Chris Brewster noted the city's code addresses the size of the pad and the footprints. Mr. Jordan added they need to secure a right-of-way permit from Public Works. Mrs. Wallerstein stated she is particularly concerned with the potential of these cabinets along the streetscape improvements planned for Mission Road from 71st to 75th Street.

Mr. Jordan stated that applicants are now considering the use of utility poles. He added that the city is considering the purchase of utility poles from KCP&L. Verizon representatives have advised the city that the data use requirements in our community is overwhelming and the right-of-way corridors conduits already have too much fiber wire in them.

Wes Jordan provided an update on the public information meetings held on the proposed design guidelines and advised that the final public meeting will be held on March 2nd at 6:30 p.m. in the Council Chambers. He noted the city received five building permit applications for "tear-downs" last week. The city has received significant input from the public that will be considered by the Governing Body and ad-hoc committee before a public hearing is scheduled before the Planning Commission.

NEXT MEETING

The planning commission secretary noted the filing deadline for the April meeting is March 4th; however, several applications have already been submitted including an application by Children's Mercy for a temporary use permit for a day camp at Kansas City Christian School; sign and sign standard approval for 7830 State Line Road; the Special Use Permit request by Dr. Kraus is anticipated as is site plan approval for 7501 Mission Road. Meadowbrook may also be making additional submittals.

ADJOURNMENT

With no further business to come before the Commission, Chairman Nancy Wallerstein adjourned the meeting at 9:35 p.m.

Nancy Wallerstein
Chairman

JazzFest Committee Minutes March 8, 2016

Present: JD Kinney, Serena Schermoly, Lee Duong, Mike Polich, Alex Toepfer, Dave Hassett, Amanda Hassett, John Wilinski, Brooke Morehead, Donlea Hesse, Devin Scrogum and Joyce Hagen Mundy.

The committee offered their condolences to Jane Andrews on the death of her husband.

The minutes of the February 9, 2016 meeting were approved.

Budget

Joyce reported that approximately \$1000 in donations was received in the past month. Brian Peters advised her that US Bank will be a \$1000 sponsor. Brooke felt that First National Bank will be a participating sponsor. Verbal commitment has been made by First Washington. The current account balance is \$31,155.82 including budgeted funds from the city.

Food & Beverage

Dave Hassett stated that Blue Moose has a conflict with the date and will not be a vendor. The 2015 vendors will be returning along with Street Wings. The committee discussed setting a vendor fee rather than collecting a percentage of their sales. It was agreed to charge a vendor fee of \$125 for the trucks and \$100 for the one item vendors. Dave will send Joyce the proposed vendor agreements for review.

He is looking into getting box lunches for the early stage crew. It was suggested that he contact Panera to see if they would provide the lunches as an in-kind donation. They regularly provide box lunches for city meetings.

He is continuing the research the requirements for securing our own "temporary alcohol permit for the event from Alcohol Beverage & Control and will be talking with other individuals/organizations that have secured licenses for their events.

Marketing

Serena Schermoly reported that she is working on the ad for the Jazz in the Woods program. She has been in contact with the PV Post regarding coverage following the terms of the agreement approved last year without coverage for the fund raising event.

Operations

No report was given on operations.

Volunteers

Lee Duong reported that she sent an e-mail to former volunteers asking them to "save the date" for the 2016 festival. She was working with Devin on securing volunteers and asked how many volunteers were needed. The committee felt volunteer coverage was good last year, with the exception of the parking area and the back entrance. It was noted that last year Dave was responsible for getting the beverage volunteers. He said he would be willing to do so again and coordinate with Lee. Lee and Devin stated they would be looking at securing more youth volunteers.

Merchandise

Donelea noted she had several returning volunteers for the merchandise area. Brooke suggested getting caps for the merchandise area as well as T-shirts. JD stated that Serena would be coordinating the T-shirt design and purchase. Joyce will send her information on the past number of shirts purchased. It was noted that there were not enough volunteer T-shirts last year.

Talent

Alex Toepfer confirmed that he has confirmation from Sons of Brasil and Chris Hazelton & Boogaloo 7. He has talked with Dan Thomas, associate professor of Jazz studies at UMKC regarding his quartet, "Voyage" serving as the lead-in act for Marilyn Maye. Joyce reported that she would meet with Jane Andrews later this week regarding the Marilyn Maye and Kansas City Community College vocal jazz group.

The committee confirmed that in the past the performances have been 50 minutes with 20 minutes between sets and the headliner longer. It was the desire of the committee to end the festival by 10 p.m. or shortly thereafter. The usual fee paid for talent is \$150 per individual.

Dave Hassett talked with the owner of Vinyl Renaissance regarding possible participation in the festival. It was suggested that as a \$1000 sponsor, he would be included as a sponsor on the T-shirts and would be able to have a tent/table for the sale of merchandise.

The meeting was adjourned at 6:25 p.m.

Next Meeting

The next meeting will be Tuesday, April 12th at 5:30 p.m.

Prairie Village Arts Council
Wednesday, March 9, 2016
5:30 pm
Prairie Village City Hall - 7700 Mission Road
Multi-Purpose Room

Meeting Minutes

The Prairie Village Arts Council met at 5:30 p.m. in the Multi-Purpose Room. Members present: Dan Andersen (chair), Serena Schermoly (vice chair), Shelly Trewolla, Julie Flanagan, Betsy Holliday, Melissa Brown, Wayne Wilkes, Art Weeks, and Stephen LeCerf. Also present was Wes Jordan (Assistant City Administrator) and Sheila Myers (Council Liaison).

Minutes - were approved as presented.

Financial Report - Wes Jordan reported that balances for the *RG Endres Gallery* and *Municipal Arts* account would be available at the next meeting.

Council Report - No report

Exhibits/Receptions

February Exhibit - Serena reported great attendance and a related article in the KC Star by Karen Ridder provided excellent advertisement about the Gallery and monthly exhibits.

March 11th - Pat Jessee and Roberta Leaverton (Curator - Shelly w/assistance of Serena, Dan, Wayne, Julie, Stephen, and Betsy....staff assistance will be provided by Kathy Rand.)

Future Exhibits - The Arts Council approved up to \$300.00 for curators to spend for each exhibit to supply wine, food, beverages, floral arrangements, postcards, etc. Dan also reminded everyone that all "hot" food would need to be catered and anyone handling food items needed to wear plastic gloves. The Council also discussed curator responsibilities and Serena volunteered to send a template of administrative items to each person.

Ongoing/Old Business

Gallery Exhibits - Discussion will be continued until the April 6th meeting to review future artists for the remainder of 2016. Dan said that 27 artists have applied for consideration....21 applications received on-line and 6 were submitted directly. The Council also decided moving forward that all applications would be received on-line through Cafe and art submissions would be able to be viewed by all members prior to discussion.

Financial - Dan reminded everyone that although expenditures are accounted for in the overall budget...actual expenditures must be first approved by the Arts Council.

Future of the Arts/Updates & Assignments - Julie Flanagan discussed the progress of preparing for the Future of the Arts, a juried exhibition of fine arts through the artistic talents of the children of the Prairie Village and surrounding communities. Julie also reviewed what next steps the Council needed to focus on in preparation for the April 8th event and a handout was provided as an outline of assignments to complete in preparation for that evening. Dan also informed everyone that to date there have only been 6 entries received and the Council agreed to extend the entry deadline until April 4th in order to recruit more applicants. The Council also allocated the budgeted dollars (\$3560.00) to pay for all planned expenditures.

Fundraising - Stephen LeCerf provided a subcommittee report and a draft of an appeal letter for donations that will be mailed in the near future. The Council also discussed other ideas such as, but not limited to, a permanent donor plaque in the Gallery, improved visibility through social media, art auctions, and small tote bags with sponsor promoted items. The Council voted to give Stephen authority in finalizing the appeal letter for distribution. Wes Jordan also asked that the Governing Body be made aware in advance in case they would receive questions from constituents.

Art Inventory - Shelly Trewolla is beginning a subcommittee process to consider what to do with City Art that is being stored. In addition, when the Community Center was recently renovated glazed tiles were salvaged that had been part of a children's art project for the 2001 VillageFest event. Shelly is going to explore possible avenues where these tiles could be repurposed and remain a part of Prairie Village history.

Social media - Wayne Wilkes discussed efforts how marketing of the Arts and targeting promotions could be improved through social media, i.e. Facebook, instagram, etc. The Arts Council approved advertising expenditures to not exceed \$40.00 for this month. In addition, Wayne volunteered to work on a prototype new website and possible e-mail registry for future consideration. Wes Jordan also discussed problems with administration of previous accounts and asked that future change social media endeavors be coordinated through Meghan Buum (staff). Melissa Brown also volunteered to assist with administration of future social media outlets.

New Business

Congressional Art Contest - Dan Andersen explained that we were recently contacted by Congressman Kevin Yoder's Office and asked to host the 3rd Congressional District Art Competition on April 25th from 4:30 - 6:00 pm. Due to the short notice and turn around, Dan discussed the request with Wes Jordan and the display was approved from the City's perspective. The following information was provided by Congressman Yoder's office as a matter of record:

The art is judged by local artists, some of which have national and even international art renown. The art selected 'best of show' will be hung in

Washington DC. It is sent to DC and the student winner is invited to a reception in June in DC where the art is unveiled and they meet members of Congress and other student artists from across the US. As well, two other pieces of art are selected as Honorable Mention. Finally, the Congressman has a 'people's choice' award selected. (This award will most likely be determined by the art being posted on the Congressman's Facebook page and people will have the opportunity to 'vote' through clicking on 'like'.) We've shown the art and held events with the Congressman, in past years, in our District Office, at the Roeland Park City Hall Gallery, and at the InterUrban ArtHouse in Downtown OP.

Café Contract Renewal - The Arts Council voted to extend the contract for 3 more events at a discounted rate of \$800.00.

VillageFest T-shirt Design Contest - The Arts Council discussed methods to assist in promoting and supporting this City event. Serena Schermoly also volunteered to help with any distribution from contacts through the Arts Council. Dan also asked if the Arts Council should consider a booth to promote the Arts Council during VillageFest. It was decided that this family fun event was probably not the right place for a promotion of the Arts Council.

Purge of Old Records - The City Clerk's office is in the process of purging old documents and asked the Arts Council if they needed to retain any documents older than the last 3 years. After discussion, it was determined there likely was no value of information contained in those documents and they should be removed as outline by applicable City Policy governing records retention.

Structure of 2016 State of the Arts Subcommittee - The Arts Council agreed to form a subcommittee to begin planning for this year's event....Dan, Betsy, Julie, Shelly, Serena, and Wayne all expressed interest in volunteering.

Adjournment - The meeting was adjourned at 7:45 p.m.

WLJ

**Council Members
Mark Your Calendars
April 18, 2016**

April 2016

April 23 Future of the Arts exhibit in the R.G. Endres Gallery
Arbor Day Event at McCrum Park at 10:00 a.m.
April 30 Earth Fair at Shawnee Mission East _____

May 2016

May 1 The Saturday Group in the R.G. Endres Gallery
May 1 Swim Team Registration begins for non-residents
May 2 City Council Meeting
May 13 Deadline to register for ALL Aquatics Teams
May 13 Artist reception in the R.G. Endres Gallery 6:30-7:30 p.m.
May 16 City Council Meeting
May 28 Pool Opens
May 30 City offices closed in observance of Memorial Day

June 2016

June 3 - 5 Jean Cook, Luke Severson and Sara Nguyen exhibit in the R.G.
Endres Gallery
June 3 - 5 Prairie Village Art Fair - Prairie Village Shopping Center
June 6 City Council Meeting
June 10 Artist reception in the R.G. Endres Gallery 6:30-7:30 p.m.
June 20 City Council Meeting