Village of Elwood

Ashleigh Spacht <ashleigh.spacht@villageofelwood.com>

Fwd: Reservations | William Offerman, Ashleigh Spacht, and Marian Gibson

5 messages

Tom Gilbert <tgilbert@ottosenbritz.com> Thu, Aug 11, 2016 at 5:49 PM
To: Mayor Offerman <mayor.offerman@villageofelwood.com>, Ashleigh Spacht <ashleigh.spacht@villageofelwood.com>, "Marian T. Gibson'

Sent via the Samsung Galaxy S® 6, an AT&T 4G LTE smartphone

-------- Original message --------
From: Tom Osterberger <tosterberger@kggllc.com>
Date: 8/11/16 5:36 PM (GMT-06:00)
To: Tom Gilbert <tgilbert@ottosenbritz.com>
Cc: Ian McDonald <imcdonald@northpointkc.com>
Subject: Fwd: Reservations | William Offerman, Ashleigh Spacht, and Marian Gibson

Tom. Here are reservations.

Sent from my iPhone

Begin forwarded message:

> **From:** Ian McDonald <imcdonald@northpointkc.com>
> **Date:** August 11, 2016, 3:45:17 PM CDT
> **To:** Tom Osterberger <tosterberger@kggllc.com>
> **Cc:** Patrick Robinson <probinson@northpointkc.com>
> **Subject: Fwd: Reservations | William Offerman, Ashleigh Spacht, and Marian Gibson**
>
> Tom,
>
> FYI regarding reservations and confirmations below. Could you please send to Tom Gilbert so he can forward to the mayor and staff. Thank you, Tom.
>
> Ian McDonald
> NorthPoint Development
> 785-218-6583
>
> Begin forwarded message:
>
>> **From:** Chris Reeves <creeves@northpointkc.com>
>> **Date:** August 11, 2016 at 1:34:26 PM PDT
>> **To:** Ian McDonald <imcdonald@northpointkc.com>
>> **Cc:** Patrick Robinson <probinson@northpointkc.com>
>> **Subject: Reservations | William Offerman, Ashleigh Spacht, and Marian Gibson**

Ian, your email said all direct communication is being run through the attorney, so I haven't sent this info to anyone. If you want to send or if you want me to send let me know.

-

August 14th - 16th – trip from Chicago

Confirmation # GZOHKQ (all under one confirmation)

8/14/16

American Airlines Flight # 3651 from Chicago

Departing 12:17 PM

Arriving KC 1:49 PM

8/16/16

American Airlines Flight # 1573 from Kansas

Departing 9:31 AM

Arriving Chicago 11:07 AM

Hotel Sorella Country Club Plaza, 901 W. 48th Place, Kansas City, MO | 816-753-8800

William Offerman (Confirm # 2799444); Ashleigh Spacht (Confirm # 2799445); Marian Gibson (Confirm # 2799446)

Patrick indicated he can pick them up from the airport unless they want a rental – let me know if they do.

Capital Grille confirmed for dinner reservation at 6:30, Sunday the 14th

Jack's Stack (no reservation) – dinner Monday the 15th, unless Patrick advises otherwise

Chris L. Reeves

Administrative/Marketing Assistant

small top 10 logo

---

2 attachments

image005.png
47K

image006.jpg
4K

Ashleigh Spacht <ashleigh.spacht@villageofelwood.com> Fri, Aug 12, 2016 at 11:06 PM
To: Tom Gilbert <tgilbert@ottosenbritz.com>

Tom,

I was just talking to the mayor. Is it too late to have them arrange a rental car?

Sent from my iPhone
[Quoted text hidden]

<image005.png>

<image006.jpg>

Tom Gilbert <tgilbert@ottosenbritz.com> Sat, Aug 13, 2016 at 9:42 AM
To: Ashleigh Spacht <ashleigh.spacht@villageofelwood.com>

I will forward it on and ask.

Sent via the Samsung Galaxy S® 6, an AT&T 4G LTE smartphone

-------- Original message --------
From: Ashleigh Spacht <ashleigh.spacht@villageofelwood.com>
Date: 8/12/16 11:06 PM (GMT-06:00)
To: Tom Gilbert <tgilbert@ottosenbritz.com>
[Quoted text hidden]

Tom Gilbert <tgilbert@ottosenbritz.com> Sat, Aug 13, 2016 at 10:40 AM
To: "Ashleigh Spacht (ashleigh.spacht@villageofelwood.com)" <ashleigh.spacht@villageofelwood.com>

From: Patrick Robinson [mailto:probinson@northpointkc.com]
Sent: Saturday, August 13, 2016 10:36 AM
To: Tom Osterberger <tosterberger@kggllc.com>; Tom Gilbert <tgilbert@ottosenbritz.com>
Cc: Ian McDonald <imcdonald@northpointkc.com>
Subject: RE: Reservations | William Offerman, Ashleigh Spacht, and Marian Gibson

I'll see what we can do. I think one of us will have to be present at the rental car place in order to put it on our cards. I think they have the same issue with checking in at the hotel and I was advised that I might need to go to the hotel with them in order to make sure that the charges can go on my corporate card. Does it make sense for me to pick them up and then take them to a car rental place after we check in at the hotel?

Thanks,

Patrick

From: Tom Osterberger [mailto:tosterberger@kggllc.com]
Sent: Saturday, August 13, 2016 10:35 AM
To: Tom Gilbert <tgilbert@ottosenbritz.com>
Cc: Patrick Robinson <probinson@northpointkc.com>; Ian McDonald <imcdonald@northpointkc.com>
Subject: RE: Reservations | William Offerman, Ashleigh Spacht, and Marian Gibson

Patrick or Ian?

From: Tom Gilbert [mailto:tgilbert@ottosenbritz.com]
Sent: Saturday, August 13, 2016 10:26 AM
To: Tom Osterberger <tosterberger@kggllc.com>
Subject: FW: Reservations | William Offerman, Ashleigh Spacht, and Marian Gibson

Got this after 11 p.m. last night

From: Ashleigh Spacht [mailto:ashleigh.spacht@villageofelwood.com]
Sent: Friday, August 12, 2016 11:07 PM
To: Tom Gilbert <tgilbert@ottosenbritz.com>
Subject: Re: Reservations | William Offerman, Ashleigh Spacht, and Marian Gibson

[Quoted text hidden]

Tom Gilbert <tgilbert@ottosenbritz.com> Sat, Aug 13, 2016 at 10:59 AM
To: "Ashleigh Spacht (ashleigh.spacht@villageofelwood.com)" <ashleigh.spacht@villageofelwood.com>

From: Patrick Robinson [mailto:probinson@northpointkc.com]
Sent: Saturday, August 13, 2016 10:41 AM
To: Tom Osterberger <tosterberger@kggllc.com>; Tom Gilbert <tgilbert@ottosenbritz.com>
Cc: Ian McDonald <imcdonald@northpointkc.com>
Subject: RE: Reservations | William Offerman, Ashleigh Spacht, and Marian Gibson

For Tom Gilbert's sake, my cell phone number is 913-915-7150. I'll also share this with the team when they arrive.

Thanks,

Patrick

From: Tom Osterberger [mailto:tosterberger@kggllc.com]
Sent: Saturday, August 13, 2016 10:42 AM
To: Patrick Robinson <probinson@northpointkc.com>; Tom Gilbert <tgilbert@ottosenbritz.com>
Cc: Ian McDonald <imcdonald@northpointkc.com>
Subject: RE: Reservations | William Offerman, Ashleigh Spacht, and Marian Gibson

Tom. Given the plans are made and you know the logistics, why doesn't Patrick or a representative for him meet them and do what is easiest and most convenient. I am sure that they will be tired, etc but that will get them started and set them up for Monday.

Patrick, I also advise that you give them your cell in case of an emergency.

From: Patrick Robinson [mailto:probinson@northpointkc.com]
Sent: Saturday, August 13, 2016 10:36 AM
To: Tom Osterberger <tosterberger@kggllc.com>; Tom Gilbert <tgilbert@ottosenbritz.com>

Village of Elwood

Ashleigh Spacht <ashleigh.spacht@villageofelwood.com>

Request for Quote - Village of Elwood
5 messages

Ashleigh Spacht <ashleigh.spacht@villageofelwood.com> Thu, Jun 30, 2016 at 11:16 PM
To: mtillman@norcomm911.com
Cc: Mayor Offerman <mayor.offerman@villageofelwood.com>

Mr. Tillman,

Please see the attached request for a quote for the Village of Elwood. The specifications and benefits have been listed out, including the number of paid days off. The Mayor is requesting a separate quote for health benefits if possible.

I have also placed the original of the attached letter in the mail for your convenience. Please reach out to me if you need any additional information in order to complete the request.

Thank you for your time,

Ashleigh Spacht
Deputy Village Administrator

Village of Elwood
401 East Mississippi Avenue
Elwood, IL 60421

Direct Line: (815) 424-1074
Village Hall: (815) 423-5011
Fax: (815) 423-6861

""Development is about transforming the lives of people, not just transforming economies."
-Joseph E. Stiglitz

2016-06-20 - Request of Quote - Metro Paramedic Services.pdf
226K

Tillman,Mike <MTillman@norcomm911.com> Thu, Jun 30, 2016 at 11:20 PM
To: Ashleigh Spacht <ashleigh.spacht@villageofelwood.com>
Cc: Mayor Offerman <mayor.offerman@villageofelwood.com>, "Tillman,Mike" <MTillman@norcomm911.com>

Message received, Ms. Spacht. Will send you a proposal before the end of next week.

Mike

Sent from my iPhone
[Quoted text hidden]
<2016-06-20 - Request of Quote - Metro Paramedic Services.pdf>

Ashleigh Spacht <ashleigh.spacht@villageofelwood.com> Thu, Jun 30, 2016 at 11:21 PM
To: "Tillman,Mike" <MTillman@norcomm911.com>
Cc: Mayor Offerman <mayor.offerman@villageofelwood.com>

Thank you!

Ashleigh Spacht
Deputy Village Administrator

Village of Elwood
401 East Mississippi Avenue
Elwood, IL 60421

Direct Line: (815) 424-1074
Village Hall: (815) 423-5011
Fax: (815) 423-6861

""Development is about transforming the lives of people, not just transforming economies."
-Joseph E. Stiglitz

[Quoted text hidden]

Tillman,Mike <MTillman@norcomm911.com> Thu, Jul 7, 2016 at 4:45 PM
To: Ashleigh Spacht <ashleigh.spacht@villageofelwood.com>
Cc: Mayor Offerman <mayor.offerman@villageofelwood.com>

Ms. Spacht,

Attached for yours and Mayor Offerman's review is a proposal from Municipal Management Services, Inc. to provide the Village of Elwood with one (1) full-time Village Administrator. At yours and Mayor Offerman's convenience, please review the proposal and please do not hesitate to call me if you have any questions.

Sincerely,

Michael G Tillman, RPL | Vice President

Municipal Management Services, Inc.

Metro Paramedic Services, Inc.

NORCOMM Public Safety Communications, Inc.

Paramedic Billing Services, Inc.

395 W. Lake St | Elmhurst, IL 60126

Phone: 630-530-2991 | Direct Line: 630-903-2480

Wireless: 630-596-7403 | Direct Fax: 630-903-2809

mtillman@metroparamedics.com | http://www.metroparamedics.com

mtillman@norcomm911.com | http://www.norcomm911.com

From: Ashleigh Spacht [mailto:ashleigh.spacht@villageofelwood.com]
Sent: Thursday, June 30, 2016 11:16 PM
To: Tillman,Mike <MTillman@norcomm911.com>
Cc: Mayor Offerman <mayor.offerman@villageofelwood.com>
Subject: Request for Quote - Village of Elwood

[Quoted text hidden]

Elwood MMS Proposal Revised 7-6-16.pdf
549K

Ashleigh Spacht <ashleigh.spacht@villageofelwood.com> Thu, Jul 7, 2016 at 4:46 PM
To: "Tillman,Mike" <MTillman@norcomm911.com>
Cc: Mayor Offerman <mayor.offerman@villageofelwood.com>

Thank you, Mike!

Ashleigh Spacht
Interim Deputy Village Administrator

Village of Elwood
401 East Mississippi Avenue
Elwood, IL 60421

Village Hall: (815) 423-5011
Fax: (815) 423-6861

[Quoted text hidden]
[Quoted text hidden]

 <Elwood MMS Proposal Revised 7-6-16.pdf>

MUNICIPAL MANAGEMENT SERVICES, INC.

Providing Reliable, Efficient, Cost Effective Solutions.

Introduction and Proposal for

Elwood, ILLINOIS

July 7th, 2016

Village of Elwood
Attn: Honorable William E. Offerman, Village President
401 E. Mississippi Ave
Elwood, Illinois 60421

Dear President Offerman,

On behalf of our entire organization, Municipal Management Services, Inc. is pleased to submit a proposal for the recruitment and hiring of a Village Administrator.

Upon approval, Municipal Management Services, Inc. will meet and exceed your service level expectations for Personnel Services by providing the highest quality recruitment, personnel, staff and services.

Company Overview

Municipal Management Services, Inc. (MMS), located at 395 W Lake Street, in Elmhurst, IL, was founded in 2012 to provide cost effective personnel services throughout Illinois.

Although the company name is new, we have used this model for many years, in many communities. We have been providing Fire Chiefs, Village Administrators, Administrative, Clerical, Custodial, Police Records Clerks, and Water Meter Reader personnel through our affiliate companies, Metro Paramedic Services, Inc. and NORCOMM Public Safety Communications, Inc. to many satisfied clients. We felt that with the economic challenges that local governments are experiencing, the time to create another company that specialized in providing staff to municipalities had arrived.

MMS is the newest venture of its affiliate company, Superior Air-Ground Ambulance Service, Inc. (Superior), which has also diversified into Metro Paramedic Services, Inc. (Metro), NORCOMM Public Safety Communications, Inc. (NORCOMM), Paramedic Billing Services, Inc. (PBS), and all have common ownership. Superior Air-Ground Ambulance Services, Inc. began providing EMS services to DuPage County in 1959 before such services were being offered through Fire Departments. Since 1959, Superior has grown to be the largest independent locally owned and operated private EMS provider in the greater Chicagoland area, Rockford, IL, northwest Indiana, and Detroit, MI. Through Superior and its affiliate companies, we employ over 2,000 individuals and operate a fleet of over 450 vehicles. By integrating family values in our daily operations and corporate vision, Superior has created partnerships with over 100 renowned healthcare institutions, municipalities, and fire protection districts in the Midwest.

Our corporate headquarters are in DuPage County, however, we provide emergency dispatch services to agencies located in Lake, Cook and Du Page Counties. We also provide paramedics and

paramedic firefighters to numerous fire departments throughout Illinois, Wisconsin, Indiana, Michigan and Ohio. In each discipline, we are dedicated to supporting the communities we service. Through our family of businesses in the Public Safety Industry, we are uniquely positioned to watch trends develop in private industry and to provide specialized services, staffing, and equipment programs to our clientele in the public sector. Furthermore, as an industry leader, we provide internal training and certification, thus are able to retain quality staff while also offering career advancement opportunity and competitive salaries.

Comparison

Using the formula seen below, you can see that utilizing a MMS contract employee can save approximately 18% over the cost of a municipal employee. This is based on 1 employee. When you add this to a scope of 10 employees this would amount to $109,020, a savings in these times where every dollar is essential. The reason that MMS can achieve these low costs is two-fold. There is an economy to scale because combined our company has over 1800 employees and we are highly efficient at keeping our costs down.

	Municipal Employee				**MMS Employee**
Salary	$30,000		Salary		$30,000
Overtime	$1,000		Overtime		$1,000
Total Wages	$31,000		Total Wages		$31,000
FICA/SS/Medicare 7.65%	$2,372				
Health/Life Insurance	$19,000				
Unemployment/Workers Comp	$1,000				
IMRF Retirement (10.5%)	$3,255				
Holiday/Vacation (10%)	$3,100				
Employer Payroll Costs	*$24,727*		*All Payroll and Benefit Costs*		*$17,825*
Total Cost of Compensation	**$59,727**		**Total Cost of Compensation**		**$48,825**
		Municipal Employee Cost	$59,727		
		MMS Employee Cost	$48,825		
		Savings	**$10,902**	**18%**	

These are estimated costs that are typical to governmental organizations.

Experience

Our firm has completed numerous recruitments since the late 1970s. Our management and recruitment team are experienced executive recruiters who have conducted numerous recruitments for Fire Chiefs positions, 9-1-1 Directors, Paramedics, Paramedic Firefighter, Permit Clerks, Police Records, Clerk, Custodian and other municipal staff for several years on behalf of municipalities, fire districts, counties and other governmental as well as private sector agencies.

Scope of Work

MMS recruiters will work with Village officials to best understand the responsibilities, challenges and needs of the Village and will recruit one (1) full-time Village Administrator.

The Village will be expected to provide MMS with job descriptions for the Village Administrator position.

MMS will distribute the Job Announcement via the following means:

- In appropriate professional online publications
- Public sector publications and web sites
- LinkedIn

MMS will maintain a list of potential candidates for the positions, identifying candidates with appropriate skills.

MMS will communicate with qualified candidates via e-mail, telephone, and U.S. mail where appropriate.

MMS will evaluate the candidates' certifications, qualifications and experience as it relates to the job description developed in concert between MMS and the Village.

MMS will finalize a list of qualified candidates based on the candidates' education, experience, knowledge, skills and abilities.

MMS will interview candidates in person or via telephone to fully understand the candidates' educational background, experience, knowledge, skills and abilities.

MMS will then provide a report to the Village that will contain the candidates' resume, credentials, qualifications, and experience. After the Village has reviewed the comprehensive report and list of qualified candidates' and their applications, MMS will work with the Village to schedule interviews of candidates with the appropriate Village officials.

MMS and appropriate Village Officials will then identify the best candidate for the positions and upon Village's approval, will make a job offer to the candidate.

All employees employed by MMS to perform the services under this proposal shall meet the following minimum standards:

- A Bachelor's Degree in public administration, business administration, finance, or related field, and five years' experience of progressively responsible municipal management experience or equivalent.
- Thorough knowledge of the laws, ordinances, and regulations pertaining to municipal operations management, budgeting and financial administration, and public information.
- Considerable knowledge of the professional principles, practices, and procedures of public administration.
- A valid State of Illinois Vehicle Operator's License.
- Knowledge of municipal financial and personnel management, contract negotiation, and economic development.
- Knowledge of public relations practices and marketing.

- Skill in compiling and evaluating complex data and formulating policy and service recommendations.
- Skill in responding to public inquiries and internal requests with a high degree of diplomacy and professionalism.
- Skill in managing diverse programs, services, and personnel.
- Ability to establish effective working relationships use good judgment, initiative, and resourcefulness when dealing with citizens, elected officials, employees, other governmental agencies, and municipal professionals.
- Ability to maintain records and prepare comprehensive reports.
- Ability to effectively communicate and present ideas and concepts orally and in writing
- Ability to work effectively under stress and changes in work priorities.
- Ability to attend meetings at times outside of normal business hours, travel to other locations, and respond to emergencies on a 24-hour basis.
- Ability to effectively train, lead and motivate employees, and supervise and evaluate the work of others.

MMS shall conduct drug and alcohol tests for each applicant. Each applicant must pass the aforementioned test to receive employment from MMS.

Summary of Costs

Our firm will recruit, interview and hire one (1) qualified applicant to serve as the Village Administrator of the Village of Elwood.

The salary for this position shall be $90,000.00

The position will receive the following paid time off:

- Twenty (20) Vacation Days
- Four (4) Personal Days
- Eight (8) Sick Days
- Eleven (11) Holidays

In consideration for these services, the Village shall pay MMS $114,036.00 annually or $9,503.00 monthly.

If the Village Administrator opts to enroll in the Company's Benefit Package, a summary of which is contained at the end of this proposal, MMS shall charge an additional annual fee based on the health insurance package that is chosen by the employee, as indicate below:

• Silver Employee Only	$8,012.54
• Silver Employee + 1	$18,786.34
• Silver Family	$28,495.70
• Gold Employee Only	$8,740.08
• Gold Employee +1	$20,450.22
• Gold Family	$30,926.54

Contract Personnel – Retention of staff

Our organization prides itself on being a progressive, innovative organization uniquely positioned to meet the needs of ever-changing environments. Upon approval of the contract, MMS will work closely with Elwood in selecting the ideal candidates for the position. We will ensure that our personnel will be qualified and possess the necessary experience and qualifications to fulfill the duties of the Village Administrator position for the Village of Elwood.

MMS strives to be a true partner with the communities we serve, therefore, at any time that Elwood determines that our employee is not a "perfect fit" for the agency; MMS will replace the employee with an interim qualified employee and shall provide a permanent replacement acceptable to the Village within a reasonable period. It is also understood that Elwood will always have the flexibility to choose which candidate's best fulfill their specific needs.

Overview of Contracted Personnel Services

By contracting with MMS, Elwood will be insulated from the immeasurable and significant financial liabilities associated with:

- Hiring
- Grievances
- Workman's Compensation Injuries
- Employee Turnover
- Job postings, applicant screening, interviews, pre-employment testing
- Regular and productive evaluation of employee job performance
- Internal investigations related to service delivery complaints
- Defending litigation in cases pertaining to disciplinary actions or wrongful terminations or malpractice
- Funding of Pensions

Personnel Retention

Our employee will have the option to enroll in the company's retirement program, which also includes a company match; the company will match $0.25 on the $1.00 up to six percent.

Our Full-Time employee will be offered our company's benefits packages. Please refer to the attached summary of our company's benefits package for further details.

Our employee must participate in the Company's application and interview process. Once the employee has been offered a conditional offer of employment, the employee must consent to a drug test, a fingerprint based Criminal Background Check, and the employee must provide a Driver's License Abstract from the Secretary of State's Office. Once the applicant has been hired, the employee must participate in the Company's New Hire Orientation. The Company's New Hire Orientation consists of a Risk Management Presentation, a review of the Company's Employee Handbook and

harassment training. The duration of the Company's New Hire Orientation is approximately two (2) business days.

Insurance

Detailed insurance requirements are included below. At MMS's expense, we will secure and maintain, at all times, insurance of the following types and limits to cover all locations of MMS's operations, and naming Village of Elwood as an additional insured. Upon award of contract, MMS will furnish Certificates of Insurance to the Village before the execution of the contract.

At all times during the term of the contract, and throughout any extension periods, MMS will maintain insurance coverage. Elwood will be designated as an additional insured on all policies. All insurance will be furnished by an insurance carrier appropriately licensed to write such policies.

With respect to performance of work under this agreement, MMS shall maintain the insurance required below:

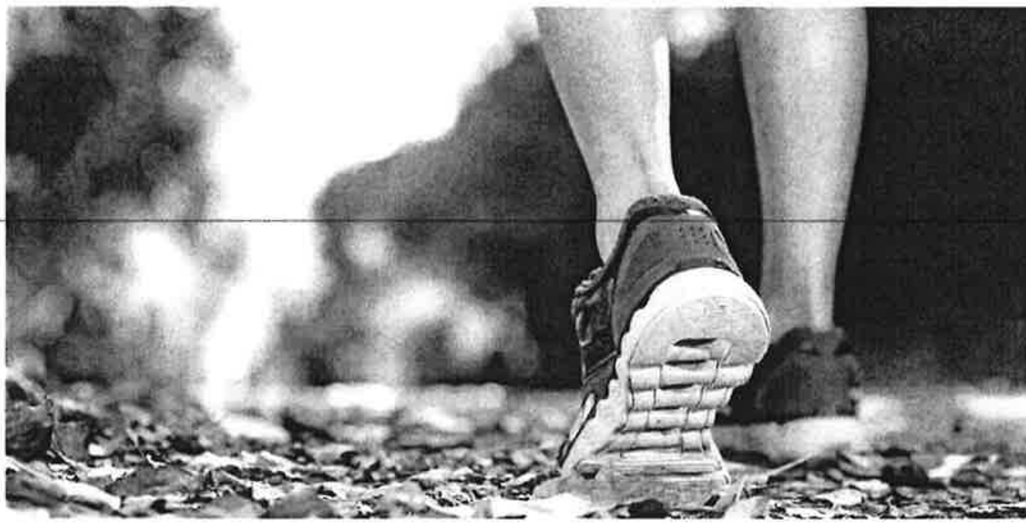
a. Workers' Compensation and Employers Liability Insurance. MMS shall maintain insurance pursuant to State statute. MMS shall provide proof of such insurance certification to Elwood.
b. Errors and Omissions/Professional Liability Insurance. MMS shall purchase, maintain and provide Elwood evidence that it has secured comprehensive professional liability insurance with a minimum per claim of $1,000,000 (one million dollars), and additional aggregate coverage of $10,000,000 (ten million dollars). MMS shall name Elwood as an additional insured, with thirty (30) days notification prior to cancellation, and shall provide such insurance certification to Elwood. Comprehensive General Liability (CGL) Insurance. MMS shall purchase, maintain and provide Elwood evidence that it has secured, comprehensive general liability insurance with a minimum of $1,000,000 (one million dollars) per occurrence, and an additional aggregate coverage of $10,000,000 (ten million dollars). MMS may purchase a single excess policy for both CGL and professional liability coverage. MMS shall name Elwood as an additional insured, with thirty (30) days notification prior to cancellation, and shall provide such insurance certification to Elwood.
c. Network Security and Privacy Liability. MMS shall purchase, and upon request shall provide evidence that it has secured coverage of $1,000,000.00 (one million dollars) per occurrence and an additional aggregate coverage of $1,000,000.00 (one million dollars).
d. Security and Privacy Liability coverage of $1,000,000.00 (one million dollars) per occurrence and an additional aggregate coverage of $1,000,000.00 (one million dollars).
e. Network Interruption Insurance. $1,000,000.00 (one million dollars) per occurrence and an additional aggregate coverage of $1,000,000.00 (one million dollars).
f. Cyber Extortion Insurance. $1,000,000.00 (one million dollars) per occurrence and an additional aggregate coverage of $1,000,000.00 (one million dollars).
g. Crime Insurance. MMS shall purchase, and upon request, shall provide blanket crime insurance for acts of dishonesty, robbery, burglary, theft, destruction, disappearance as well as other related crimes. MMS shall show evidence that it has secured Crime Insurance coverage of $1,000,000.00 (one million dollars) per occurrence and an additional aggregate coverage of $1,000,000.00 (one million dollars).

We thank the Village of Elwood for the opportunity to discuss Personnel Services. Upon approval of a contract, MMS will provide Personnel Services at a significant cost reduction to Elwood while still maintaining professional services that are consistent with industry standards. It is our hope that through the enclosed material you will find our organization is best qualified to work on behalf of your community.

Please feel free to contact Michael Tillman at: 630.903.2480 to request any additional information.

Sincerely,

Michael G Tillman
Vice President
MUNICIPAL MANAGEMENT SERVICES, Inc.



SUPERIOR AIR-GROUND AMBULANCE SERVICE, INC.
2016 EMPLOYEE BENEFITS GUIDE

Mesirow Financial

Medical and Prescription Drug Benefits are Insured by BlueCross BlueShield of Illinois

BlueCross BlueShield of Illinois

Bronze PPO Plan		Silver PPO Plan		Gold PPO Plan	
Network Benefits	Non-Network Benefits*	Network Benefits	Non-Network Benefits*	Network Benefits	Non-Network Benefits*
Plan Deductible		**Plan Deductible**		**Plan Deductible**	
$1,500 Individual $4,500 Family	$3,000 Individual $9,000 Family	$750 Individual $2,250 Family	$2,250 Individual $6,750 Family	$500 Individual $1,500 Family	$1,500 Individual $4,500 Family
Coinsurance		**Coinsurance**		**Coinsurance**	
You Pay 20%; Plan 80%	You Pay 40%; Plan 60%	You Pay 20%; Plan 80%	You Pay 40%; Plan 60%	You Pay 10%; Plan 90%	You Pay 40%; Plan 60%
Medical Out-of-Pocket Maximum *Includes deductible, coinsurance for essential health benefits and all copays except pharmacy*		**Medical Out-of-Pocket Maximum** *Includes deductible, coinsurance for essential health benefits and all copays except pharmacy*		**Medical Out-of-Pocket Maximum** *Includes deductible, coinsurance for essential health benefits and all copays except pharmacy*	
$3,500 Individual $9,700 Family	$7,000 Individual $21,000 Family	$1,750 Individual $5,250 Family	$5,250 Individual $15,750 Family	$1,250 Individual $3,000 Family	$4,000 Individual $9,500 Family
Doctor's Office Visit Primary Care Physician		**Doctor's Office Visit** Primary Care Physician		**Doctor's Office Visit** Primary Care Physician	
$50 copay, then 100%	60% after deductible	$25 copay, then 100%	60% after deductible	$25 copay, then 100%	60% after deductible
Specialist		Specialist		Specialist	
$75 copay, then 100%	60% after deductible	$40 copay, then 100%	60% after deductible	$40 copay, then 100%	60% after deductible
Wellness Care *Includes annual physical exam, well-baby exam, immunizations and other preventive health services as determined by the USPSTF*		**Wellness Care** *Includes annual physical exam, well-baby exam, immunizations and other preventive health services as determined by the USPSTF*		**Wellness Care** *Includes annual physical exam, well-baby exam, immunizations and other preventive health services as determined by the USPSTF*	
Covered at 100%, deductible waived	60% after deductible	Covered at 100%, deductible waived	60% after deductible	Covered at 100%, deductible waived	60% after deductible
Medical/Surgical Services *Coverage for surgical procedures, inpatient visits, specific diagnostic procedures and other physician services*		**Medical/Surgical Services** *Coverage for surgical procedures, inpatient visits, specific diagnostic procedures and other physician services*		**Medical/Surgical Services** *Coverage for surgical procedures, inpatient visits, specific diagnostic procedures and other physician services*	
80% after deductible	60% after deductible	80% after deductible	60% after deductible	90% after deductible	60% after deductible
Emergency Room Services $150 copay, then 80% (Copay waived if admitted to hospital on an inpatient basis)		**Emergency Room Services** $150 copay, then 80% (Copay waived if admitted to hospital on an inpatient basis)		**Emergency Room Services** $150 copay, then 90% (Copay waived if admitted to hospital on an inpatient basis)	
Inpatient Services		**Inpatient Services**		**Inpatient Services**	
80% after deductible	$300 copay, then 60% after deductible	80% after deductible	$300 copay, then 60% after deductible	90% after deductible	$300 copay, then 60% after deductible
Outpatient Surgery (Hospital/Surgical Center)		**Outpatient Surgery (Hospital/Surgical Center)**		**Outpatient Surgery (Hospital/Surgical Center)**	
80% after deductible	60% after deductible	80% after deductible	60% after deductible	Facility: $250 copay, then 100% All Other Charges: 90%, deductible waived	60% after deductible
Outpatient Rehabilitation Services *Includes but not limited to physical, occupational or speech therapy*		**Outpatient Rehabilitation Services** *Includes but not limited to physical, occupational or speech therapy*		**Outpatient Rehabilitation Services** *Includes but not limited to physical, occupational or speech therapy*	
80% after deductible	60% after deductible	80% after deductible	60% after deductible	90% after deductible	60% after deductible
65 physical therapy visits, 45 speech therapy visits, and 70 occupational therapy visits per calendar year		65 physical therapy visits, 45 speech therapy visits, and 70 occupational therapy visits per calendar year		65 physical therapy visits, 45 speech therapy visits, and 70 occupational therapy visits per calendar year	
Prescription Drugs		**Prescription Drugs**		**Prescription Drugs**	
Rx Out-of-Pocket Maximum The Rx Out-of-Pocket Maximum is separate from the Medical Out-of-Pocket Maximum $2,000 Individual/$4,000 Family *1 retail copay applies per 30-day supply (available up to 90-day supply)* New 1/1/16		Rx Out-of-Pocket Maximum The Rx Out-of-Pocket Maximum is separate from the Medical Out-of-Pocket Maximum $2,000 Individual/$4,000 Family *1 retail copay applies per 30-day supply (available up to 90-day supply)* New 1/1/16		Rx Out-of-Pocket Maximum The Rx Out-of-Pocket Maximum is separate from the Medical Out-of-Pocket Maximum $2,000 Individual/$4,000 Family *1 retail copay applies per 30-day supply (available up to 90-day supply)*	
Retail (up to 30-day supply)		**Retail (up to 30-day supply)**		**Retail (up to 30-day supply)**	
	Covered at 75% of pharmacy amount after copay		*Covered at 75% of pharmacy amount after copay*		*Covered at 75% of pharmacy amount after copay*
Generic: $10 copay Brand Formulary: $30 copay Brand Non-Formulary: $50 copay Select Oral Contraceptives: $0 copay	Generic: $10 copay Brand Formulary: $30 copay Brand Non-Formulary: $50 copay Select Oral Contraceptives: $0 copay	Generic: $10 copay Brand Formulary: $30 copay Brand Non-Formulary: $50 copay Select Oral Contraceptives: $0 copay	Generic: $10 copay Brand Formulary: $30 copay Brand Non-Formulary: $50 copay Select Oral Contraceptives: $0 copay	Generic: $10 copay Brand Formulary: $30 copay Brand Non-Formulary: $50 copay Select Oral Contraceptives: $0 copay	Generic: $10 copay Brand Formulary: $30 copay Brand Non-Formulary: $50 copay Select Oral Contraceptives: $0 copay
Mail Order		**Mail Order**		**Mail Order**	
Generic: $20 copay Brand Formulary: $60 copay Brand Non-Formulary: $100 copay Select Oral Contraceptives: $0 copay	N/A	Generic: $20 copay Brand Formulary: $60 copay Brand Non-Formulary: $100 copay Select Oral Contraceptives: $0 copay	N/A	Generic: $20 copay Brand Formulary: $60 copay Brand Non-Formulary: $100 copay Select Oral Contraceptives: $0 copay	N/A
Vision Discounts through Davis Vision for exams and hardware (Most For Eyes, Sam's Club, Wal-Mart, Visionworks)		**Vision** Discounts through Davis Vision for exams and hardware (Most For Eyes, Sam's Club, Wal-Mart, Visionworks)		**Vision** Discounts through Davis Vision for exams and hardware (Most For Eyes, Sam's Club, Wal-Mart, Visionworks)	

Important Phone Numbers	Log on and Discover
PPO Customer Service: (800) 346-7072	*BCBS of Illinois Home Page: www.bcbsil.com*
Pharmacy Program: (800) 423-1973	*Blue Access for Members: www.bcbsil.com/member*

**Out-of-network providers may balance bill you for medical charges that exceed the BlueCross BlueShield of Illinois in-network discounted rates.*

Medical Payroll Deductions

Bi-Weekly Pre-Tax Payroll Contributions

Bronze PPO Plan		Silver PPO Plan		Gold PPO Plan	
Employee Only:	$35.31	Employee Only:	$81.95	Employee Only:	$106.48
Employee + 1 Dependent:	$73.48	Employee + 1 Dependent:	$150.48	Employee + 1 Dependent:	$195.58
Family:	$109.23	Family:	$209.33	Family:	$272.14

This Benefit Guide only highlights the major benefit provisions. For a more complete description, see the Plan Certificates. If any discrepancy should arise between this Guide and the Plan Document, the Plan Document will govern in all cases.

Voluntary Dental Benefits are Insured by Guardian

GUARDIAN

DHMO Plan (First Commonwealth IL Network)

In Network Services Only

Calendar Year Deductible

None

Preventive/Diagnostic Services

Oral Exams (1 per 6 mos.) Bitewing x-rays (1 per 6 mos.), cleanings (1 per 6 mos.), fluoride treatment (1 per 6 mos.), sealants (through age 16), space maintainers

Oral Evaluations/Cleanings - Covered at 100%

X-rays and radiographs - Covered at 100%

Sealants - Covered at 100%

Space maintainers - $70 to $112

Basic Services

Fillings, endodontics, periodontics, oral surgery

Fillings (amalgam) - $26 to $48

Fillings (resin) - $30 to $68

Major Services

Crowns, partial/full dentures, fixed/removable bridges

Inlays / Onlays / Crowns - $227 to $550

Dentures - $421 to $763

Orthodontia

For adults and dependent children

Children - $3,701 copay for all services

Adults - $4,081 copay for all services

PPO Plan (Without Orthodontia)

PPO Network	Out-of-Network
Calendar Year Maximum	
$1,000 per individual combined network and out-of-network	
Calendar Year Deductible	
$50 per individual	$75 per individual
$150 per family	$225 per family
Maximum Rollover Amount	
$250	
Preventive/Diagnostic	
Oral Exams (1 per 6 mos.), cleanings (1 per 6 mos.), fluoride treatment (under age 19 - 1 per 6 mos.), palliative treatment, sealants (through age 16)	
100% of reduced fee	80% of usual & customary charges
deductible does not apply	*deductible does not apply*
Basic	
X-Rays, fillings, space maintainers	
80% of reduced fee	80% of usual & customary charges
deductible applies	*deductible applies*
Major	
Oral surgery, periodontics, endodontics, crowns, partial/full dentures, bridge, and implants	
50% of reduced fee	50% of usual & customary charges
deductible applies	*deductible applies*

PPO Plan (With Orthodontia)

PPO Network	Out-of-Network
Calendar Year Maximum	
$1,500 per individual combined network and out-of-network	
Calendar Year Deductible	
$50 per individual	$75 per individual
$150 per family	$225 per family
Orthodontia Plan Maximum	
$1,500 per individual combined network and out-of-network	
Maximum Rollover Amount	
$350	
Preventive/Diagnostic	
Oral Exams (1 per 6 mos.), cleanings (1 per 6 mos.), fluoride treatment (under age 19 - 1 per 6 mos.), palliative treatment, sealants (through age 16)	
100% of reduced fee	80% of usual & customary charges
deductible does not apply	*deductible does not apply*
Basic	
X-Rays, fillings, space maintainers	
90% of reduced fee	80% of usual & customary charges
deductible applies	*deductible applies*
Major	
Oral surgery, periodontics, endodontics, crowns, partial/full dentures, bridge, implants	
60% of reduced fee	50% of usual & customary charges
deductible applies	*deductible applies*
Orthodontia	
For adults and dependent children	
50% of reduced fee	50% of usual & customary charges

Payroll Deductions

Bi-Weekly Voluntary Dental Contributions

DHMO Plan	
Employee Only:	$7.29
Employee + 1 Dependent:	$13.96
Family:	$18.64
PPO Plan (Without Orthodontia)	
Employee Only:	$11.44
Employee + 1 Dependent:	$21.30
Family:	$33.54
PPO Plan (With Orthodontia)	
Employee Only:	$13.34
Employee + 1 Dependent:	$24.83
Family:	$44.49

This Benefit Guide only highlights the major benefit provisions. For a more complete description, see the Plan Certificates. If any discrepancy should arise between this Guide and the Plan Document, the Plan Document will govern in all cases.

Life/AD&D, Long Term Disability, Long Term Disability Buy-Up and Voluntary Life/AD&D Benefits are Insured by Met Life

New Carrier 1/1/18

MetLife

Life / AD&D, Long Term Disability and Long Term Disability Buy-Up

Basic Life and AD&D Benefits

Employee - 100% Employer Paid

$20,000

Spouse - Voluntary

$10,000

Child(ren) - Voluntary

Age 14 Days to 6 Months: $500

Age 6 Months to Age 26: $5,000

Long Term Disability - 100% Employer Paid

40% of earnings to a maximum benefit of $5,000 per month

Long Term Disability Buy-Up Option - Voluntary

60% of earnings to a maximum benefit of $5,000 per month

Buy-Up Option Monthly Rate

$0.18 per $100 of covered monthly payroll

Voluntary Life/AD&D & Dependent Life

Voluntary Life/AD&D for Employee:

Benefit Amount

Increments of $10,000

If elected, Voluntary AD&D coverage must equal Voluntary Life amount

Guarantee Issue Amount

New Hires (Selecting Coverage within 31 Days of Initial Eligibility Date): $300,000

Previously Enrolled Employees with Amounts Less than the Guarantee Issue Limit:

Can increase up to $20,000 without Evidence of Insurability up to the Guarantee Issue Limit

Maximum Benefit

Lesser of 5 times annual earnings or $500,000

Minimum Benefit

$10,000

Voluntary Life/AD&D for Dependents:

Spouse

Benefit Amount

Increments of $5,000

If elected, Voluntary AD&D coverage must equal Voluntary Life amount

Guarantee Issue Amount (If you elect coverage at your initial eligibility date)

New Hires (Selecting Coverage within 31 Days of Initial Eligibility Date): $30,000

Previously Enrolled Employees with Amounts Less than the Guarantee Issue Limit:

Can increase up to $10,000 without Evidence of Insurability up to the Guarantee Issue Limit

Maximum Benefit

Lesser of 50% of the employee's amount or $150,000

Child(ren)

Benefit Amount

Age 14 Days to 6 Months: $250

Age 6 Months to Age 26: $10,000

Maximum Benefit

$10,000; not to exceed 100% of the employee amount

Voluntary Life Monthly Rates

	Employee per $1,000	Spouse per $1,000 (Based on EE's Age)
Under Age 30	$0.07	$0.07
Age 30 - 34	$0.09	$0.09
Age 35 - 39	$0.10	$0.10
Age 40 - 44	$0.16	$0.16
Age 45 - 49	$0.26	$0.26
Age 50 - 54	$0.51	$0.51
Age 55 - 59	$0.82	$0.82
Age 60 - 64	$1.01	$1.01
Age 65 - 69	$1.74	$1.74
Age 70 - 74	$4.11	Not Available
Age 75 and Over	$15.60	Not Available
Voluntary AD&D Monthly Rate (Employee and Spouse)		
$0.04 per $1,000 of coverage		
Child(ren) Life Monthly Rate		
$2.00 per family		

Voluntary Vision Benefits are Insured by Guardian (VSP Signature Network & Davis Vision Network)*

GUARDIAN

Voluntary Vision PPO Plan

Exam Frequency	Every 12 months**
Lenses Frequency	Every 12 months**
Contact Lenses Frequency (in lieu of glasses)	Every 12 months**
Frames Frequency	Every 24 months**
	Network Benefits
Exam	$10 copay
Materials (glasses OR contacts)	$25 copay
Frames	$120 allowance; 20% discount on overage
Contact Lenses	$120 allowance
	Non-Network Benefits
Exam	$46 allowance
Single Vision Lenses	$47 allowance
Frames	$47 allowance
Elective Contact Lenses	$120 allowance

*VSP offers a network of private practice providers, while Davis Vision offers both private practice and well-known retail centers (including Wal-Mart, JCPenny, Target, Sam's Club, Pearle, and Sears).

**Service Frequencies: VSP - Date of Service, Davis Vision - Calendar Year

Payroll Deductions

Bi-Weekly Voluntary Vision Contributions

	VSP Network	Davis Vision Network
Employee Only:	$3.78	$3.20
Employee + 1 Dependent:	$5.72	$4.86
Family:	$10.07	$8.54

YOUR EMPLOYEE BENEFITS

Superior Air-Ground Ambulance Service, Inc. is pleased to offer to you and your family our comprehensive benefits program. Our benefits program contains a variety of plans intended to enhance your life and those of your family members now and in the future.

Highlights of Your Benefits

- Choice of three medical plans:
  - BlueCross BlueShield of Illinois Bronze PPO Plan, Silver PPO Plan and Gold PPO Plan
- Prescription drug coverage
- Choice of three voluntary dental plans:
  - Guardian DHMO, PPO Plan 1 & PPO Plan 2
- Voluntary Vision plan
- Employer-paid basic life insurance and accidental death & dismemberment (AD&D) insurance
- Voluntary life and accidental death & dismemberment (AD&D) insurance
- Employer-paid long term disability coverage with buy-up option
- Voluntary Short Term Disability, accident and critical illness insurance
- Employee Assistance Program (EAP)
- Flexible Spending Accounts (FSA)
- MetLaw

Eligibility

All full-time employees who regularly work at least 30 hours per week are eligible to participate in our benefits program. Your benefits will become effective on the first day of the month following 60 days of full-time employment. In addition to covering yourself, you may also choose to cover eligible dependents including your spouse, civil union partner and dependent children until they reach age 26, regardless of marital status or student status for medical, dental and vision.

MEDICAL

Superior Air-Ground Ambulance Service, Inc.'s medical coverage is provided through BlueCross BlueShield of Illinois (BCBSIL). All plans include prescription drug coverage.

BCBSIL PPO Plans A Preferred Provider Organization (PPO) offers an extensive national network of physicians and hospitals that have agreed to provide services at discounted rates. You may visit any doctor in any practice or specialty, but you are covered at a higher level if you receive care from a provider in the BCBSIL network rather than outside of the network.

All plans offered by Superior Air-Ground Ambulance Service, Inc. are PPO plans, although they offer different levels of benefits depending on your needs.

Benefit Value Advisors Speak to a BCBSIL Benefits Value Advisor who can help you get benefits information and find contracting, in-network providers for a number of health care services such as CAT or CT scans, MRIs, Endoscopy procedures and more. Benefit Value Advisors can also help you plan for your health care by helping you better understand your benefits, giving you a cost estimate for health care services or procedures, scheduling a doctor or procedure appointment and helping you get general health information about your condition.

www.bcbsil.com

BlueCross BlueShield of Illinois

VOLUNTARY DENTAL

Our dental plans are provided by Guardian.

DHMO Plan The DHMO requires you to select a primary dentist who will coordinate all of your in-network dental services. Benefits are not available if services are received outside of the DHMO network.

Dental PPO Plans The dental PPO plans work in the same way as the medical PPO in that you will receive the maximum benefit if you receive care from a PPO in-network dentist. While you may still be covered if you choose an out-of-network dentist, those benefits may be reduced.

New 1/1/16

College Tuition Services Superior Ambulance has worked with Guardian to make College Tuition Benefit services available to eligible members enrolled in a Dental Plan. You can use your College Tuition Benefits Rewards at over 340 private colleges and universities across the nation. Here is how the service works:

- You will receive 2,000 rewards for each year you have Guardian Dental Plan benefits
- Each Tuition Reward point equals a $1 tuition reduction
- Tuition Rewards can be given to your relatives including children, nephews, nieces, and grandchildren

To learn more about the program and how to get started, go to: www.Guardian.CollegeTuitionBenefit.com to set up your account. If you have any questions, please feel free to visit the website or contact College Tuition Benefit directly at 215-839-0119.

www.guardiananytime.com

GUARDIAN

VOLUNTARY VISION

Voluntary vision insurance is provided through Guardian. Vision insurance provides coverage for vision exams, lenses, frames and contact lenses.

This year you will have the option to elect from two vision plans (VSP and Davis Vision). The benefits are exactly the same for both plans with the exception being the choice of network. The VSP network has an extensive network of private practice providers. However, retail providers are not included in this network. On the other hand, the Davis Vision network includes both private practice providers as well as well-known retail centers such as Wal-Mart, JCPenney, Sears, Target, Sam's Club, and Pearle.

www.guardiananytime.com

GUARDIAN

New Network 1/1/16

LIFE AND AD&D

To assist your family financially in the unfortunate event of loss of life, Superior Air-Ground Ambulance Service, Inc. provides you with basic term life insurance in specified amounts, at no cost to you. An additional benefit may be payable for accidental death or non-work-related dismemberment. Should you desire more coverage for yourself or your dependents, voluntary life and AD&D insurance is also available for purchase. Life and AD&D coverage is offered through MetLife.

www.metlife.com

DISABILITY

If you become disabled due to a non-work-related illness or injury, disability benefits may be payable. For periods of disability lasting longer than 180 days, Superior Air-Ground Ambulance Service, Inc. offers long-term disability coverage through MetLife, at no cost to you. This benefit pays you 40% of your pre-disability earnings, to a maximum benefit of $5,000 per month. Should you desire an additional long term disability benefit, a buy-up option is available for purchase. This benefit pays you 60% of your pre-disability earnings, to a maximum benefit of $5,000 per month.

www.metlife.com

New Carrier
1/1/16

DISABILITY, ACCIDENT & ILLNESS

Short Term Disability, Accident, and Critical Illness insurance are available to you for purchase through MetLife. Short Term Disability provides a weekly benefit if you become disabled due to a non-work related illness or injury. You can elect either 40% or 60% of your weekly salary to a maximum of $1,500. Accident insurance pays a benefit directly to you if you suffer a covered injury and need treatment. Benefits may include ambulance, hospital admission, surgery, crutches and more. Critical Illness pays a lump sum benefit directly to you if you are diagnosed with a serious condition – such as a heart attack, stroke or cancer. You can choose from three levels of coverage: $10,000, $15,000 or $20,000. Spouse and dependent child(ren) will be offered 100% of the employee coverage amount.

www.metlife.com

EMPLOYEE ASSISTANCE PROGRAM

Your EAP offers professional and confidential counseling services to help address any life issues you may be facing. This service, staffed by experienced professional clinicians, is available to you and members of your family at no cost, by calling a toll-free phone line. The EAP provides mental health, legal and financial counseling services including:

- Depression
- Marital/Family conflicts
- Stress and anxiety

Toll-Free Phone Line: (844)-7-METLIFE
www.metlifeeap.com
User Name: MetLife2-5
Password: guest

FLEXIBLE SPENDING ACCOUNTS

Superior Air-Ground Ambulance Service, Inc. makes available to you flexible spending accounts for healthcare and dependent care.

Healthcare FSA The healthcare FSA enables you to put aside pre-tax dollars to pay for out-of-pocket expenses you may incur for medical, dental, vision and pharmacy care which includes over-the-counter drugs (with a doctor's prescription) and medically-necessary healthcare products. For 2016, the maximum contribution you may elect for your healthcare FSA is $2,000. Contributions are made via pre-tax payroll deductions. Qualified expenses are then either paid for with an FSA debit card or submitted to Benefit Resource, Inc. for reimbursement. Any unused FSA contributions from the 2016 policy year (up to $500) can be carried over to the 2017 policy year.

Dependent Care FSA The dependent care FSA enables you to put aside pre-tax dollars to pay for child and elder care expenses. For 2016, the maximum contribution you may elect for your dependent care FSA is $5,000. Contributions are made via pre-tax payroll deductions. As expenses are incurred, you may submit receipts for services to Benefit Resource, Inc. for reimbursement.

www.benefitresource.com

plans that perform

METLAW

Having to hire an attorney can be very stressful, because you don't know where to go or how much it will cost. Superior Air-Ground Ambulance Services, Inc. offers MetLaw through Hyatt Legal to make it very simple to get the legal advice and the representation you need – without draining your finances. MetLaw offers affordable assistance for a wide range of legal needs, including wills and other estate planning documents, real estate matters, traffic offenses, adoptions, debt collection defense and much more by giving you access to a nationwide network of over 13,000 attorneys.

Toll-Free Phone Line: (855) 564-6638

New Carrier
1/1/16

Cc: Ian McDonald <imcdonald@northpointkc.com>
Subject: RE: Reservations | William Offerman, Ashleigh Spacht, and Marian Gibson

I'll see what we can do. I think one of us will have to be present at the rental car place in order to put it on our cards. I think they have the same issue with checking in at the hotel and I was advised that I might need to go to the hotel with them in order to make sure that the charges can go on my corporate card. Does it make sense for me to pick them up and then take them to a car rental place after we check in at the hotel?

Thanks,

Patrick

From: Tom Osterberger [mailto:tosterberger@kggllc.com]
Sent: Saturday, August 13, 2016 10:35 AM
To: Tom Gilbert <tgilbert@ottosenbritz.com>
Cc: Patrick Robinson <probinson@northpointkc.com>; Ian McDonald <imcdonald@northpointkc.com>
Subject: RE: Reservations | William Offerman, Ashleigh Spacht, and Marian Gibson

Patrick or Ian?

From: Tom Gilbert [mailto:tgilbert@ottosenbritz.com]
Sent: Saturday, August 13, 2016 10:26 AM
To: Tom Osterberger <tosterberger@kggllc.com>
Subject: FW: Reservations | William Offerman, Ashleigh Spacht, and Marian Gibson

Got this after 11 p.m. last night

From: Ashleigh Spacht [mailto:ashleigh.spacht@villageofelwood.com]
Sent: Friday, August 12, 2016 11:07 PM
To: Tom Gilbert <tgilbert@ottosenbritz.com>
Subject: Re: Reservations | William Offerman, Ashleigh Spacht, and Marian Gibson

[Quoted text hidden]

Village of Elwood

Ashleigh Spacht <ashleigh.spacht@villageofelwood.com>

(no subject)

1 message

Tom Gilbert <tgilbert@ottosenbritz.com> Mon, Aug 29, 2016 at 4:51 PM
To: "Ashleigh Spacht (ashleigh.spacht@villageofelwood.com)" <ashleigh.spacht@villageofelwood.com>, "Marian T. Gibson (rlgmtg@gmail.com)" <rlgmtg@gmail.com>

---------- Forwarded message ----------
From: Patrick Robinson <probinson@northpointkc.com>
To: Tom Gilbert <tgilbert@ottosenbritz.com>
Cc: Tom Osterberger <tosterberger@kggllc.com>, Ian McDonald <imcdonald@northpointkc.com>
Bcc:
Date: Fri, 19 Aug 2016 16:21:41 +0000
Subject: Attorney Client Privileged - Memo regarding potential development

Tom:

I apologize that it has taken us several days to get this memo to you, as Mayor Offerman, Ashleigh, and Marian are ready to roll up on their sleeves and get started on putting together some form to a potential agreement.

When we were together at our office on Monday afternoon, we put together a bullet point list of items and then had some discussion around each. Our intent in drafting this memo is that the items in **bold** are the bullet points and the balance of the text further describes the discussions. There might be a couple of items that we added on our side after this discussion, but I believe are with the general intent of what the desires and goals are of both the Village of Elwood and NorthPoint. For the sake of example, there was a bunch of concern regarding truck traffic circulation, and we added that mutual consent of the Village of Elwood and NorthPoint would be required for third parties to attach to the intended street improvements identified on Exhibit A.

Please do not hesitate to contact Tom or me should you have any questions.

Thanks again for the opportunity and we look forward to working with you,

Patrick

---------- Forwarded message ----------
From: Patrick Robinson <probinson@northpointkc.com>
To: Tom Gilbert <tgilbert@ottosenbritz.com>
Cc: Tom Osterberger <tosterberger@kggllc.com>, Ian McDonald <imcdonald@northpointkc.com>
Bcc:
Date: Wed, 17 Aug 2016 18:15:44 +0000
Subject: FW: LPKC - Executed A&R Project Agreement // A&R Finance Plan

Tom:

We had a great series of tours, meetings, and discussions with the Village of Elwood. Thank you for setting this up, and please pass along our thanks to Mayor Offerman, Ashleigh, and Marian. I know that they had to use vacation to come and visit us, and we very much appreciate it.

Both parties are interested in replicating the direct payment to the Village of Elwood, similar to what we did with Edgerton. I'm not sure that it is the right number, but in the Edgerton agreements, the City receives $0.09 per square foot per year for a period of 10 years on each building. This lines up with the limitations on our abatement agreements.

Again, we'd like to find a structure that allows for a similar direct payment to the Village of Elwood, whether it's a TIF, direct payment combined with real estate property tax abatements through an enterprise zone or some other mechanism.

Also, we had a good discussion about preliminary issues and covenants necessary for a final deal to be reached. We'd like to get these business points in a two or three page memo that we all say yes to before we start any formal drafting.

Finally, I understand that we'll be entering into an agreement to reimburse the Village of Elwood for development related expenses.

Thanks again,

Patrick

From: Curtis Petersen [mailto:CPetersen@Polsinelli.com]
Sent: Wednesday, August 17, 2016 11:21 AM
To: Patrick Robinson (probinson@northpointkc.com) <probinson@northpointkc.com>
Subject: LPKC - Executed A&R Project Agreement // A&R Finance Plan

Patrick –

See attached.

Curt

Curtis J. Petersen

Shareholder

cpetersen@polsinelli.com

913.234.7458

6201 College Blvd., Suite 500
Overland Park, KS 66211

polsinelli.com

POLSINELLI

Polsinelli PC, Polsinelli LLP in California

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5 attachments

Elwood Memo on discussion topics.docx
6364K

noname.eml
8717K

 # 50869816 v 1 (Amended and Restated Project Agreement Final)-c.PDF
2880K

 # 50796221 v 1 (Fully Executed Amended and Restated Finance Plan)-c.PDF
2256K

noname.eml
7049K

Execution Copy

AMENDED AND RESTATED PUBLIC INFRASTRUCTURE FINANCING PLAN

<u>Intermodal Facility/Logistics Park Kansas City</u>

This Amended and Restated Public Infrastructure Financing Plan (this "Financing Plan") is made and entered into as of this 15th day of July, 2015, by and among the **City of Edgerton, Kansas**, a Kansas municipal corporation (the "City"), **BNSF Railway Company**, a Delaware corporation ("BNSF"), and **Edgerton Land Holding Company, LLC**, a Kansas limited liability company ("ELHC"). City, BNSF and ELHC may each be referred to herein as a "party" and collectively as the "parties".

RECITALS:

A. BNSF is the owner of certain real property located in Johnson County, Kansas comprising approximately 1,000 gross acres depicted on **Exhibit "A-1"** attached hereto and legally described on **Exhibit "A-2"** attached hereto, less portions purchased by ELHC and its predecessor (the "Site").

B. BNSF has developed and constructed an intermodal facility with the capacity of processing up to 500,000 container lifts annually adjacent to the BNSF rail line ("Intermodal Facility") upon approximately 440 acres of the Site ("Intermodal Site").

C. BNSF and The Allen Group – Kansas City, LLC, a Delaware limited liability company ("TAG-KC") entered into an Option Agreement, dated as of April 13, 2007, as amended (the "Option") pursuant to which TAG-KC intends to purchase a portion of the Site comprising approximately 560 acres for the development of an industrial park, including industrial warehouse, distribution, flex and storage facilities and for other supporting commercial uses (the "Original Logistics Park").

D. TAG-KC, with the consent of BNSF, assigned the Option to ELHC.

E. Significant Public Infrastructure Improvements (hereafter defined) will be necessary to serve the Intermodal Facility and the Logistics Park, and the parties have agreed that the costs of the Public Infrastructure Improvements shall be funded through the public and private sources identified in this Financing Plan.

F. To provide for the financing of the Public Infrastructure Improvements, the parties entered into a Public Infrastructure Financing Plan (Intermodal Facility/Logistics Park Kansas City) dated March 25, 2010 (the "Basic Financing Plan"), among the City, BNSF and TAG-KC.

G. To provide for the appointment of ELHC as the successor developer of the Logistics Park and to make certain other amendments to the Basic Financing Plan, the parties entered into a

First Amendment to Public Infrastructure Financing Plan (Intermodal Facility/Logistics Park Kansas City) dated April 23, 2013 (the "First Amendment," and together with the Basic Financing Plan, the "Original Financing Plan"), among the City, BNSF, ELHC and TAG-KC.

H. BNSF, ELHC and the City have, contemporaneously herewith, entered into an Amended and Restated Project Agreement (the "Project Agreement") related to development of the Site and including construction of the Public Infrastructure Improvements.

I. The Project Agreement provides that the parties may agree to expand the boundaries of the Original Logistics Park by following the procedure set forth therein (as expanded from time to time, the "Logistics Park").

J. The purpose of this Plan is to identify the Public Infrastructure Improvements which will be reasonably necessary to serve the Intermodal Facility and Logistics Park and to provide a safe and adequate transportation system for the public, as well as identifying the sources of funds and financing mechanisms that the parties agree to utilize to fund such Public Infrastructure Improvements.

K. The parties are entering into this Financing Plan to amend and restate the Original Financing Plan in its entirety.

NOW THEREFORE, in consideration of the mutual assurances and agreements contained in this Financing Plan, and for other good and valuable consideration, the parties agree to the following terms and conditions:

1. The Public Infrastructure Improvements. The parties have identified the projects described in **Section 5(a), 5(b), 5(c), 5(d) and 5(e)** and on the attached **Exhibit B** as "Public Infrastructure Improvements" which are reasonably required for or as a result of the proposed development of the Intermodal Facility and the Logistics Park. A description of each Public Infrastructure Improvement and the estimated hard and soft costs[1] of completing each Public Infrastructure Improvement (the "Public Infrastructure Improvement Costs") are also set forth in **Section 5** or the attached **Exhibit B** and are estimates in 2014 dollars[2] but are considered by the parties to be reliable estimates for purposes of this Financing Plan, and to the extent necessary for this Financing Plan, each separate estimate will be referred to as the project cost for that particular improvement set forth herein. The parties may amend **Exhibit B** at any time by preparing a new **Exhibit B** and including the certification of amendment in the form included in **Exhibit B**, and attaching the amended **Exhibit B** to this Financing Plan.

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[1] The Public Infrastructure Improvement Costs set forth herein shall include the actual costs of construction, including labor and materials, as well as "soft costs" including reimbursement of past and future design and engineering fees, project management fees, contingency, right of way acquisition and other related costs directly related to the particular improvements.

[2] The cost estimates set forth in this Section 1 are made based upon the 2014 costs of materials, labor and other factors. The parties recognize and understand that many of these improvements will be made later and that the costs for labor, materials and other factors may increase over time and thereby increase the actual costs for the Public Infrastructure Improvement Costs beyond the estimates set forth herein.

2. Public Infrastructure Improvement Sources – the Public Infrastructure Fund: The Public Infrastructure Improvements will be separately funded using a variety of funding sources, including the following known or anticipated commitments. The City may use whatever funding assistance is made available by and through the State of Kansas and the City may use the Funding Mechanisms in **Section 3** below. The City hereby agrees to create a special, independent project fund called the "Public Infrastructure Fund," which may contain one or more sub-accounts and be held within the City's treasury or by a third-party trustee, which shall be funded with moneys derived from the following sources (the "Sources of Funds"), all of which shall be collected or received by the City and placed in the Public Infrastructure Fund, subject to the annual appropriation of the City's City Council, and then used to pay for, reimburse, or pay debt service on funds borrowed for the purpose of paying, Public Infrastructure Improvement Costs:

a. Utility Sales Taxes: The City shall deposit an amount equal to 100% of the City's revenue derived from City retailers' sales taxes on utilities ("Utility Sales Taxes") generated in connection with utility services on the Site during the Term of this Financing Plan, and shall deposit those monies to the Public Infrastructure Fund for payment or reimbursement of Public Infrastructure Improvement Costs.[1] Notwithstanding the foregoing, the parties acknowledge that the City and BNSF have entered into an Agreement dated April 3, 2015 (the "KDOT Agreement") with the Secretary of the Kansas Department of Transportation ("KDOT") whereby KDOT has agreed to fund certain improvements to Waverly Road. In order to comply with the KDOT Agreement, the parties agree that, commencing on the January 1 of the fifth full calendar year following the year in which the City delivers the Notice of Acceptance described in the KDOT Agreement (the "Initial Collection Year"), the City will create a separate account within the Public Infrastructure Fund (the "KDOT Account"). The City agrees to deposit the percentages of all Utility Sales Taxes in the KDOT Account at the times and in the manner required by the KDOT Agreement until such time that all amounts owing to KDOT pursuant to the reimbursement obligation in the KDOT Agreement have been paid in full. Any Utility Sales Taxes not deposited in the KDOT Account may be used for any purpose permitted by this Financing Plan.

b. Franchise Fees: The City shall deposit an amount equal to 100% of the City's revenue derived from franchise fees generated in connection with utility services on the Site during the Term of this Financing Plan, and shall deposit those monies to the Public Infrastructure Fund for payment or reimbursement of Public Infrastructure Improvement Costs.

c. The BNSF Contribution: BNSF has, pursuant to the Basic Financing Plan, paid to the City for deposit into the Public Infrastructure Fund the sum of $1,820,880 (the "BNSF Contribution") in lieu of Excise Taxes or similar

[1] The parties acknowledge that the City will use its best efforts to determine the appropriate amount of tax receipts to direct to the Public Infrastructure Fund but that the calculation of an exact amount depends upon the cooperation of third parties.

taxes. Receipt and deposit of the BNSF Contribution is hereby acknowledged by the parties.

d. Excise Taxes: The City shall deposit an amount equal to 100% of the revenue received from excise taxes (including the BNSF Contribution and any other payments made in lieu of excise taxes) paid in connection with the Site (the "Excise Taxes") during the Term of this Financing Plan, and the City shall contribute those monies to the Public Infrastructure Fund for payment or reimbursement of Public Infrastructure Improvement Costs.

e. Intermodal Site Property Taxes: The City shall deposit an amount equal to 100% of the City's share of the ad valorem property taxes (above the 2009 base year taxes) received by the City in connection with the Intermodal Site (the "Intermodal Site Property Taxes") during the Term of this Financing Plan, and the City shall deposit those monies to the credit of the Public Infrastructure Fund for payment or reimbursement of Public Infrastructure Improvement Costs.

f. Origination Fee Payments: The City has adopted a resolution of intent in the form attached as **Exhibit C** hereto, indicating its intention to grant an abatement of ad valorem property taxes (the "Infrastructure Abatements") for each building or project developed on the Logistics Park Site during the Term of the Financing Plan and such Infrastructure Abatements shall run for a period of ten (10) calendar years commencing on the January 1 of the year following the year in which bonds are issued for such building or project. For each Infrastructure Abatement that is granted through the use of industrial revenue bonds, the City hereby agrees to assess and collect, and unless such site subject to the Infrastructure Abatement has been transferred and assigned as set forth below, ELHC hereby agrees to pay or cause to be paid an origination fee equal to $25,000 plus an amount equal to the product of (x) the square footage of the building or project being constructed, multiplied by (y) the Base Origination Factor (as hereinafter defined), multiplied by (z) 10 (each, an "Origination Fee" and collectively, the "Origination Fees"). The "Base Origination Factor" for abatements approved before January 1, 2022, shall be $0.41. The Base Origination Factor for abatements approved on and after January 1, 2022, shall increase on January 1, 2022, and on each January 1 thereafter, by an amount equal to $0.41 multiplied by the greater of (i) 1.5% per year using 2022 as the base year, or (ii) 50% of the cumulative annual increase in the United States consumer price index for all urban areas (commonly known as the CPI-U) using 2022 as the base year, such product being rounded up to the next $0.01. In any event, the annual Origination Fees payments shall be level and unchanged throughout the 10-year abatement period for any particular property, so that the adjustments of the Base Origination Factor that begin in 2022 and continue each year thereafter shall dictate the Base Origination Factor utilized for the first year of abatement for a property, and the other 9 years of abatement for that property shall utilize the same Base Origination Factor. The Origination Fee may be adjusted for any Infrastructure

Abatement by the City with the written consent of BNSF and ELHC. The Origination Fee shall be paid as follows: $25,000 at the bond closing and the balance shall be paid in twenty (20) equal installments on June 1 and December 1 of each year, commencing on the December 1 in the year following the year in which bonds are issued. In the event that ELHC should sell or otherwise transfer ownership of a building or land within the Logistics Park, or any portion thereof, the City hereby understands and agrees that the responsibility to pay the Origination Fee for the bond issue relating to such building may be assigned by ELHC to the new owner. Upon such transfer and assignment, ELHC shall be released from all obligations with respect to payment of Origination Fees attributable to the bond issue for such transferred parcel and shall not have any continued responsibility therefor. In the event of a transfer of a parcel from ELHC to a purchaser, the City agrees not to materially alter the percentage of property tax abatement or the obligation to pay the Origination Fee with respect to such parcel without the written consent of ELHC; provided, however, the transferee will be required to comply with the terms of any payment-in-lieu of tax agreement to continue to receive the abatement.

In the event (i) the owner of any parcel within the Logistics Park utilizes the constitutional method of abatement pursuant to Article 11, Section 13 of the Constitution of the State of Kansas and K.S.A. 79-213 and 79-251, as amended ("Constitutional Abatement"), or (ii) the owner of any such parcel chooses not to seek either an Infrastructure Abatement or Constitutional Abatement and the value of such project is estimated to be more than $5 million, said owner shall pay to the City an amount equal to $25,000 plus an amount equal to the product of (x) the square footage of the building or project being constructed, multiplied by (y) the Base In Lieu Factor (as hereinafter defined), multiplied by (z) 10 ("In Lieu Payment"). The "Base In Lieu Factor" for abatements granted prior to January 1, 2022, shall be $0.41. The Base In Lieu Factor for abatements approved on and after January 1, 2022, shall increase on January 1, 2022, and on each January 1 thereafter, by an amount equal to $0.41 multiplied by the greater of (i) 1.5% per year using 2022 as the base year, or (ii) 50% of the cumulative annual increase in the United States consumer price index for all urban areas (commonly known as the CPI-U) using 2022 as the base year, such product being rounded up to the next $0.01. In any event, the annual In Lieu Payments shall be level and unchanged throughout the 10-year abatement period for any particular property, so that the adjustments of the Base In Lieu Factor that begin in 2022 and continue each year thereafter shall dictate the Base In Lieu Factor utilized for the first year of abatement for a property, and the other 9 years of abatement for that property shall utilize the same Base In Lieu Factor. The In Lieu Payment may be adjusted by the City with the written consent of BNSF and ELHC. The In Lieu Payment shall be paid as follows: $25,000 upon passing of the ordinance and the balance shall be paid in twenty (20) equal installments on June 1 and December 1 of each year, commencing on the December 1 in the year following the year in which the ordinance is passed. The City retains the right to refuse to issue a building permit for any parcel until such time as the initial payment of such In Lieu Payment has been paid and an In Lieu of Payment agreement has been entered into between the City and the owner of such parcel. Notwithstanding any provisions of this Section to the contrary, (i) ELHC shall be released from any and all obligations with respect to payment of In Lieu Payments for any parcel which has been transferred as set forth above, and shall have no continued responsibility therefor, and (ii) in the event that any owner of any parcel seeks approval of an Infrastructure Abatement or Constitutional Abatement, and the City denies approval of the same, such owner shall not be responsible for the payment of any In Lieu Payment or Origination Fees in connection with such parcel.

If there is any dispute about the square footage of the building or project being constructed, the records of the Johnson County Appraiser's Office shall be determinative.

Except with respect to any parcel transferred and assigned as set forth above, ELHC shall be responsible for collecting the Origination Fees and In Lieu Payments from each of its tenants or users of the buildings within the Logistics Park from which Origination Fees or In Lieu Payments (or portion thereof) are due. Subject to the obligation of ELHC to pay the Origination Fees and In Lieu Payments as set forth above, the City requires ELHC to include a provision in each of its leases with the tenants and other users of the Logistics Park Site, which provision shall be substantially similar to that contained in **Exhibit D** attached hereto, requiring such tenants or users to pay an amount equal to the Origination Fees or In Lieu Payment to ELHC.

In the event that any of the Origination Fees or In Lieu Payments are not timely paid to the City, the City hereby agrees that it shall provide ELHC, or the purchaser of the parcel if such parcel has been sold by ELHC, with written notice of such failure, and ELHC, or the purchaser of the parcel if such parcel has been sold by ELHC, shall have sixty (60) days to cure such failure by paying the full amount of the unpaid Origination Fees or In Lieu Payments before the City shall exercise any remedies in connection with such failure. ELHC shall have no liability or obligation for the payment of any Origination Fee or In Lieu Payment in connection with any parcel that has been transferred as set forth above.

Upon collection of the Origination Fees and In Lieu Payments, the City hereby agrees to deposit the Origination Fees and In Lieu Payments in the Public Infrastructure Fund to further economic development in the City.

The parties acknowledge that the City may charge an origination fee for the issuance of industrial revenue bonds which are issued solely for the purpose of granting sales tax exemption on the purchase of personal property ("personal property" as used in the preceding sentence is not meant to include construction materials). The parties agree that any origination fees charged pursuant to this paragraph are not covered by this Financing Plan and will not be deposited in the Public Infrastructure Fund. The City agrees that the origination fees charged for any such issuance will not exceed 1.0% of the maximum principal amount of authorized bonds.

The parties hereto agree that no later than January 1, 2016, the City shall select a trustee and enter into a master trust indenture or similar agreement whereby the trustee is charged to receive and distribute the Sources of Funds in a manner consistent with this Financing Plan. The City agrees to work with ELHC in the selection of the trustee and the drafting of the master trust indenture. ELHC shall be a third-party beneficiary of the master trust indenture. All Origination Fees shall be paid by payors directly to such trustee.

g. Adjacent Parcel Origination Fees: The City hereby agrees to deposit in the Public Infrastructure Fund 100% of the origination fees actually received by it and that are imposed pursuant to the City's tax abatement and industrial revenue bond policy for projects located on Adjacent Parcels (defined below) (the "Adjacent Parcel Origination Fees"), and any property within the Logistics Park that receives an Abatement shall be subject to payment of such origination fees per the City's aforementioned policy, until such time that the City delivers to BNSF and ELHC a report from the City's financial advisor or a nationally-recognized firm of independent certified public accountants stating that no additional funds need to be deposited in the Public Infrastructure Fund in order to pay for all Public Infrastructure Improvements. The term "Adjacent Parcels" shall mean any parcel located within the Logistics Park but not owned by ELHC or an entity related to ELHC.

h. Origination Fees from Parcels within One (1) Mile. The City hereby agrees to deposit in the Public Infrastructure Fund 100% of the origination fees actually received by it and that are imposed pursuant to the City's tax abatement and industrial revenue bond policy for projects located on Parcels within one (1) mile (defined below) (the "One Mile Parcel Origination Fees"), and any property within one (1) mile that receives an Abatement shall be subject to payment of such origination fees per the City's aforementioned policy, until such time that the City delivers to BNSF and ELHC a report from the City's financial advisor or a nationally-recognized firm of independent certified public accountants stating that no additional funds need to be deposited in the Public Infrastructure Fund in order to pay for all Public Infrastructure Improvements. The term "Parcels within one (1) mile" shall mean property located within one (1) mile of the boundaries of the Logistics Park and within the corporate limits of the City, and such property is not covered by any other development agreement between the City and ELHC, or any entity related to ELHC.

i. Other Sources: The funds from other programs, grants, charges or appropriations which are pledged or deposited in the Public Infrastructure

Fund or, at the election of the City, with the trustee for any bonds issued pursuant to **Section 3** hereof.

Notwithstanding the deposit of all of the Sources of Funds, the parties hereby agree that if, during the Term, the City delivers to BNSF and ELHC a report from the City's financial advisor or a nationally-recognized firm of independent certified public accountants stating that, based upon reasonable assumptions, no additional Sources of Funds need to be deposited in the Public Infrastructure Fund in order to pay for all Public Infrastructure Improvements contemplated by the Financing Plan, or to repay any loans or other debt obligations incurred to pay for Public Infrastructure Improvements or otherwise satisfy any of the City's other obligations under this Financing Plan, then the City shall no longer be obligated to deposit Sources of Funds to the Public Infrastructure Fund. Subsequent to the delivery of the foregoing financial report, the City shall re-commence depositing Sources of Funds to the Public Infrastructure Fund if the City's financial advisor or a nationally-recognized firm of independent certified public accountants delivers to the City, BNSF and ELHC a report stating that, based upon revised assumptions, additional funds need to be deposited in the Public Infrastructure Fund. If such report demonstrates that there are excess funds on deposit in the Public Infrastructure Fund and the excess funds are not required to pay for all Public Infrastructure Improvements, said excess funds shall be transferred to the City's general fund and may be used for any purpose permitted by law.

3. Funding Mechanisms. The parties hereby understand and agree that the Sources of Funds on deposit in the Public Infrastructure Fund may be used to pay for the Public Infrastructure Improvement Costs directly, or to reimburse or amortize funds advanced pursuant to any financing mechanisms or funding or reimbursement agreement (the "Funding Mechanisms") which may be utilized by the parties to provide funding for the Public Infrastructure Improvement Costs as and when the Public Infrastructure Improvements need to be completed. Such Funding Mechanisms may include bonds issued by the City among other mechanisms. Provided, however, that nothing in this Agreement shall obligate the City to issue general obligation bonds or special obligation bonds secured by an annual appropriation pledge of the City, and issuing any such bonds shall be solely within the discretion of the City, subject to the terms and restrictions set forth below. The parties agree as follows:

a. Reimbursement Agreements and Developer Notes with ELHC. Upon ELHC's delivery of an Improvement Notice (as defined below) to the City regarding ELHC's intention to proceed with the design and construction of a Public Infrastructure Improvement, the City shall either:

i. As set forth in Section 5.2(a) of the Project Agreement, enter into a Reimbursement Agreement (as defined in the Project Agreement) with ELHC, which shall provide for the reimbursement of the costs paid by ELHC to design and construct any such Public Infrastructure Improvement, with interest at the rate 9.5% per annum, calculated from the date(s) that ELHC actually pays for the applicable costs. Reimbursement Agreements shall not have an amortization or payment schedule. Instead, amounts owing under Reimbursement

Agreements shall be paid from the proceeds of bonds issued by the City or moneys remaining in the Public Infrastructure Fund; or

ii. At its discretion, in lieu of executing a Reimbursement Agreement, the City may issue to ELHC a tax-exempt developer note (a "Developer Note"), bearing interest at a rate that, after taking into account the value of the tax-exemption, assuming ELHC is taxed at the highest Federal marginal tax rate for individuals, would produce a taxable-equivalent yield of 9.5% per annum. Such Developer Note shall not have an amortization or payment schedule and shall be paid from the proceeds of bonds issued by the City or moneys remaining in the Public Infrastructure Fund.

The parties agree that due to the lower amount of interest paid under the Developer Notes (as compared to the Reimbursement Agreements), from the date of this Financing Plan forward, Developer Notes, rather than Reimbursement Agreements, should be executed by the City unless ELHC and the City specifically agree that a Reimbursement Agreement is preferable in any given circumstance.

b. Bonds.

i. The parties anticipate that the City may issue general obligation bonds, special obligation indebtedness secured by an annual appropriation pledge, or limited obligation home rule revenue bonds pursuant to the authority in Article 12, Section 5 of the Kansas Constitution (collectively, the "Bonds"), the debt service on which shall be payable with funds on deposit in the Public Infrastructure Fund, to finance or refinance some or all of the Public Infrastructure Improvements.

ii. The City may not issue the Bonds without the written consent of ELHC, in the reasonable discretion of ELHC (or in the sole discretion of ELHC if credit enhancement from ELHC would be required); provided, however, notwithstanding any other provision of this Agreement, the City may issue at any time, at its discretion, Developer Notes pursuant to paragraph 3(a)(ii) herein to substitute for all or a part of any Reimbursement Agreement then outstanding in a like amount (the amount of accrued interest under any Reimbursement Agreement at the time of such substitution shall continue to be payable under the replacement Developer Note and shall not be reduced to retroactively reflect the lower interest rate under the Developer Note). If ELHC requests that the City refinance any one more series of Bonds to more efficiently finance Public Infrastructure Improvements hereunder (i.e., to make available more funds in the Public Infrastructure Fund to pay for other Public Infrastructure Improvements costs), the City will reasonably cooperate with ELHC to issue such refinancing Bonds.

iii. If Bonds are to be issued, the City agrees to engage an underwriter or financial advisor in furtherance of the issuance of the Bonds and to use its best efforts, or cause the underwriter or financial advisor to use its best efforts, to locate a purchaser for the Bonds. To the extent permitted by Federal law, ELHC agrees to assist the City in locating a purchaser for the Bonds. The terms of the Bonds shall not be unreasonable when compared with similar obligations issued by Kansas municipalities, as determined by the City's financial advisor and ELHC. The City agrees to make the net proceeds of the Bonds available for (i) the redemption of any Reimbursement Agreement (in part or in full); (ii) the redemption of any Developer Note (in part or in full); (iii) the reimbursement or payment of Public Infrastructure Improvement costs incurred by any party; (iv) the funding of required reserves, costs of issuance, underwriting fees and other obligations associated with the isuance of the Bonds; provided that, ELHC and the City will mutually agree on the exact use of proceeds from any particular Bond issuance prior to the issuance of such Bonds.

iv. Principal and interest on Bonds shall be repaid from funds available in the Public Infrastructure Fund and, upon approval of the City, from other sources. All costs of issuing the Bonds and retiring the Bonds shall be paid from Bond proceeds, proceeds of refunding Bonds or funds on deposit in the Public Infrastructure Fund.

v. The parties agree that, at any time Bonds are outstanding, the parties will not amend this Financing Plan in any manner that either eliminates or impairs any of the Sources of Funds or results in any of the Sources of Funds not being deposited in the Public Infrastructure Fund.

vi. The parties agree that the purchasers of any Bonds shall be deemed third party beneficiaries of this **Section 3** of the Financing Plan and that the City may assign its rights under this Financing Plan and the Project Agreement to one or more trustees as security for the holders of the Bonds. The parties further agree that the City may cause some or all of the Sources of Funds to be deposited directly with one or more trustees if the City deems it beneficial for the issuance of Bonds in lieu of depositing such Sources of Funds directly in the Public Infrastructure Fund. In such event, all references in this Financing Plan to the Public Infrastructure Fund shall include all amounts on deposit with any trustee which been deposited pursuant to this subparagraph (vi).

Priority of Payments from the Public Infrastructure Fund. In order to provide for the payment of debt service on any Bonds and the repayment of any obligations under any of the Reimbursement Agreements or Developer Notes, the City agrees to establish the following accounts either within the Public Infrastructure Fund or with one or more trustees pursuant to a master trust indenture, at the City's option, and agrees to deposit the Sources of Funds (but excluding Utility Sales Taxes deposited in the KDOT Account pursuant to Section 2(a), which moneys shall be paid directly to KDOT in the manner required by Section 2(a)) in the following order:

vii. Priority Indebtedness Account. The City shall establish or cause to be established with a trustee an account identified as the "Priority Indebtedness Account." Sources of Funds (including funds on deposit in the Public Infrastructure Fund on the date of this Financing Plan) shall **FIRST** be deposited into the Priority Indebtedness Account until there is an amount on deposit sufficient to make the next twelve months of required debt service payments on the following indebtedness (the "Priority Indebtedness"): (x) indebtedness evidenced by the Loan Agreement dated as of April 30, 2012, as amended from time to time, between the City and The Kansas Department of Health and Environment acting on behalf of the State of Kansas (y) the City's General Obligation Bonds, Series 2012A. Priority Indebtedness may be evidenced by the issuance of a note or bond under a master trust indenture. Amounts on deposit in the Priority Indebtedness Account shall be used solely to make debt service payments on Priority Indebtedness.

viii. Priority Indebtedness Reserve Account. The City shall establish or cause to be established with a trustee an account identified as the "Priority Indebtedness Reserve Account." Sources of Funds (including funds on deposit in the Public Infrastructure Fund on the date of this Financing Plan) shall **SECOND** be deposited into the Priority Indebtedness Reserve Account until there is an amount on deposit sufficient to fund one year of maximum annual debt service on all Priority Indebtedness. Amounts on deposit in the Priority Indebtedness Reserve Account shall be transferred to the Priority Indebtedness Account in an amount equal to cover any deficiency in the Priority Indebtedness Account in the event funds on deposit in the Priority Indebtedness Account are not sufficient to make any debt service payment on any Priority Indebtedness.

In the event funds are transferred from the Priority Indebtedness Reserve Account to the Priority Indebtedness Account, ELHC agrees, upon written demand and within sixty (60) days, to deposit an amount equal to such transfer in the Priority Indebtedness Reserve Account so that the amount on deposit in the Priority Indebtedness Reserve Account again equals one year of maximum annual debt service on all Priority Indebtedness.

ix. City Maintenance and Administrative Costs. The City shall establish or cause to be established with a trustee an account identified as the "Maintenance and Administrative Account."

Sources of Funds (including funds on deposit in the Public Infrastructure Fund on the date of this Financing Plan) shall **THIRD** be deposited into the Maintenance and Administrative Account on April 1 of each year, or as soon thereafter as funds are available from the Sources of Funds, an amount equal to the amount the City is entitled to withdraw pursuant to **Section 7.7** of the Project Agreement. Amounts on deposit in the Maintenance and Administrative Account shall be transferred without delay to the City's general fund and used for any purpose the City deems desirable.

x. Grade Separation Construction Account. The City shall establish or cause to be established with a trustee an account identified as the "Grade Separation Account." Until there are funds on deposit in the Grade Separation Account in an amount sufficient to complete the construction of the grade separation described in Section 5(e) hereof, all Sources of Funds shall **FOURTH** be deposited into the Grade Separation Account (except that the City and ELHC shall use best efforts to explore ways to more efficiently use such funds prior to construction of the Grade Separation project while still ensuring such funds will be available at such time). Funds deposited into this account shall be used to pay for such grade separation construction.

xi. Bond Payments. The City shall establish or cause to be established with a trustee an account identified as the "Bond Payment Account." Sources of Funds (including funds on deposit in the Public Infrastructure Fund on the date of this Financing Plan) shall **FIFTH** be deposited into the Bond Payment Account at any time Bonds issued pursuant to Section 3(b) of this Financing Plan are outstanding but only to the extent necessary to fund any debt service payments or other payments required by the applicable trust indenture or bond resolution and due on any of the Bonds within the subsequent 366 days. Funds deposited into this account shall be used to make debt service payments on outstanding Bonds as provided by the applicable trust indenture or bond resolution.

xii. Reimbursement Agreements and Developer Notes. The City shall establish or cause to be established with a trustee an account identified as the "Reimbursement Agreements Account." Sources of Funds (including funds on deposit in the Public Infrastructure Fund on the date of this Financing Plan) shall **SIXTH** be deposited into the Reimbursement Agreement Account so long as there are any amounts then due and owing under any Reimbursement Agreement or Developer Note. Payments on Reimbursement Agreements and Developer Notes shall be applied first to the Reimbursement Agreement or Developer Note that has been outstanding the longest (and pro rata on any Reimbursement Agreements or Developer Notes executed on the same date) and then to subsequent

Reimbursement Agreements or Developer Notes in the order of execution; provided that, upon ELHC's request, the City will cooperate with ELHC and reasonably consent to re-ordering the payment order of the Reimbursement Agreements and Developer Notes. Payments on a Reimbursement Agreement or Developer Note shall first be applied to interest and then to principal.

xiii. Disbursement to City. The City shall establish or cause to be established with a trustee an account identified as the "Distribution Account." Sources of Funds (including funds on deposit in the Public Infrastructure Fund on the date of this Financing Plan) shall **SEVENTH** be deposited into the Distribution Account if Sources of Funds remain after Sources of Funds have been distributed according to the priority and terms set forth in Section 3(i) – (vi). The City shall be entitled to withdraw funds from the Distribution Account at any time to (1) redeem Bonds or other obligations outstanding in part or in full; (2) pay for maintenance of, improvements to or replacement of Public Infrastructure Improvements or (3) use such funds for economic development or other purposes as deemed prudent by the City.

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4. City's Limited Obligation to Perform. Notwithstanding anything to the contrary in this Financing Plan, other than the obligations of the City under Section 6 of the Financing Plan, the City's obligation to pay the costs of or reimburse any of the Public Infrastructure Improvements or otherwise advance, spend or reimburse any funds on the Intermodal Facility or Logistics Park or repay funds borrowed for such purpose from any other source is limited to the extent funds are available to the City from the Public Infrastructure Fund. To the extent funds are not available in the Public Infrastructure Fund, the City shall not be in default for failing to make payments required to be made from the Public Infrastructure Fund under the Financing Plan, the Project Agreement or the Annexation Agreement so long as the City has made all deposits to the Public Infrastructure Fund required by this Financing Plan.

5. Schedule. The parties hereby understand and agree that commencement of design and construction of the Public Infrastructure Improvements shall be as follows (the "Schedule"):

a. Waste Water Improvements. The City has constructed the Big Bull Creek wastewater plant using the proceeds of a KDHE revolving fund loan. The approximate cost of the Waste Water Improvements was $11,498,000 and remaining loan payments, as of January 1, 2015, total $14,197,122.52.

b. Quiet Zone #1. The City has constructed Quiet Zone #1, which is the quiet zone located at Nelson Street, with a borrowing totaling $310,000 and remaining bond debt service payments, as of January 1, 2015, total $405,832.50.

c. Quiet Zone #2. The City has constructed Quiet Zone #2, which is the quiet zone located at 199th Street, at an approximate cost of $110,000 using funds on hand in the Public Infrastructure Fund.

d. Design of Grade Separation. At any time after January 1, 2016, the City may select a design team and administer the design of a grade separation railroad crossing at 207th Street in the City (the "Grade Separation"). The City agrees to consult with ELHC during the process of selecting the design professionals for the Grade Separation project and throughout the design process and the City agrees to take in to account and consider all input of ELHC with the understanding that the City shall make all final decisions on such matters. ELHC agrees to enter into a Reimbursement Agreement or Developer Note pursuant to Section 3(a) hereof with the City in order to advance up to $2 million to fund the cost of the design of the Grade Separation.

e. Construction of Grade Separation. An amount not to exceed $13 million, which is the estimated cost to construct the Grade Separation (including all ancillary costs such as right-of-way acquisition, utility relocation, construction administration and incidental infrastructure), to be made available when the City deems sufficient funds are or will be available in the Grade Separation Account of the Public Infrastructure Fund to complete the Grade Separation. The City shall be responsible for bidding the project and selecting the contractor. The City agrees to consult with ELHC throughout the bidding and selection process and the City agrees to take in to account and consider all input of ELHC with the understanding that the City shall make all final decisions on bidding and selection of the contractor. The City and ELHC shall cooperate to search for sources of funding to finance the costs of constructing the Grade Separation (which in no way obligates ELHC to provide such financing), and all funding obtained shall be deposited in the Grade Separation Account.

f. All remaining Public Infrastructure Improvements shall be commenced when ELHC executes and delivers to the City and BNSF a Public Infrastructure Improvement Notice to Proceed (the "Improvement Notice") in the form attached hereto as **Exhibit E**.

6. City Denial of Abatements. The parties hereby understand and agree that the development of the Logistics Park is likely to evolve on a building-by-building basis as and when third parties agree to lease or purchase portions of the Logistics Park Site. The parties hereby acknowledge that the financial structure contemplated by this Financing Plan is necessarily reliant on the approval of real property tax abatements ("Abatements"), as well as the City's deposit of the Sources of Funds to the Public Infrastructure Fund, as set forth in **Section 2** hereof, for buildings with approved Abatements as of the date hereof and for future buildings when presented by ELHC to the City. Accordingly, during the Term, the City hereby understands and agrees with the parties that if the City denies or reduces any of the Abatements proposed by ELHC on the Logistics Park Site which otherwise satisfy the terms and criteria set forth on **Exhibit M** of the Project Agreement (but subject to **Section 9** of this Agreement), or if the City fails to deposit any of the Sources of Funds as contemplated herein:

a. If the Priority Indebtedness has not been fully retired and ELHC is not in default under this Financing Plan:

i. the funds in the Priority Indebtedness Reserve Account shall be released to make payments on Reimbursement Agreements and Developer Notes, and if all Reimbursement Agreements and Developer Notes have been fully retired, such funds shall be used for debt service on Bonds, as more specifically directed by ELHC at the time, and the Priority Indebtedness Reserve Account shall not be replenished;

ii. the Maintenance and Administrative Account shall not receive any funds from the Public Infrastructure Account; and

iii. the Priority Indebtedness shall not receive any funds from the Public Infrastructure Account until any due and payable debt service and required reserves replenishment related to the Bonds has been paid and all Reimbursement Agreements and Developer Notes have been repaid in full.

If the City subsequently approves the previously denied Abatement, the provisions set forth above in (i) – (iii) shall not apply from that moment forward (the funds distributed from the Priority Indebtedness Reserve Fund under (i) shall not be returned, but instead shall be replenished with funds from the Public Infrastructure Fund according to the priority set forth in Section 3(c) hereof), unless and until the City denies another Abatement in which case the provisions in this Section 6(a) shall once again apply.

b. If the Priority Indebtedness has been fully retired and ELHC is not in default under this Financing Plan, the City shall make an economic development grant to ELHC in the amount of $800,000 using City funds (i.e., such funds shall not be from the Public Infrastructure Fund), with annual grants for nine (9) years thereafter in the same amount, to repay ELHC's unreimbursed costs of designing and constructing Public Infrastructure Improvements. If the City subsequently approves the denied Abatement, no further payments under this subsection (b) shall be required unless and until the City denies another Abatement in which case the payment requirements under this subsection (b) shall apply (but in no event shall the City be required to make more than ten grants of $800,000).

In such event, ELHC shall not be obligated to pay any additional Origination Fees for any new project in the Logistics Park thereafter and shall have no liability or responsibility therefor.

The parties hereby agree that the provisions of this **Section 6** shall survive the expiration or earlier termination of this Financing Plan.

7. Term. The term of this Financing Plan, and the agreements set forth herein (the "Term") shall commence on the date hereof and end upon the date that is the later of the date all of the Public Infrastructure Improvements have been substantially completed and paid or the date any Bonds, Developer Notes, Reimbursement Agreements, loans or indebtedness issued in support

of the Financing Plan have reached final maturity and have been fully satisfied or are defeased pursuant to the applicable trust indenture or resolution.

8. Costs of Issuance, Reserves and Capitalized Interest. The parties agree that the actual borrowings contemplated by **Section 3** hereof may be more than the amounts stated herein to cover other costs and expenses related to the loan or bond issue, including but not limited to costs of issuance, credit enhancement fees, debt service reserve funds and capitalized interest.

9. Statutory Public Funding Requirements; Change of Law. The parties hereby agree that they will comply with all reasonable requirements, including any statutory requirements, associated with the finalizing, issuance, sale, purchase and delivery, if any, of the funds for the Public Infrastructure Improvements and shall cooperate with one another to fully effectuate the terms, distributions, abatements, and payments as detailed herein. In the event a change occurs in federal or state law that prohibits or substantially impairs the use of any of the Funding Mechanisms, the parties agree to negotiate in good faith to agree upon one or more alternative or additional funding mechanisms so that the intent of this Agreement may be carried out. In the event any such change in state law is subject to avoidance by charter ordinance, the City agrees to adopt such charter ordinance.

10. Custody of and Accounts Created Within the Public Infrastructure Fund. The parties agree that the City may establish accounts within the Public Infrastructure Fund as may be necessary for the proper administration of the Public Infrastructure Fund. If Bonds or Developer Notes are issued, or it is anticipated that Bonds or Developer Notes will be issued, in compliance with the terms and conditions of this Financing Plan, the parties agree that the City may establish reserve funds and accounts for the payment of such Bonds or Developer Notes, the City may transfer some or all of the funds on deposit in the Public Infrastructure Fund to a trust company or bank in good standing and qualified to accept such trust (the "Trustee"), and the City may agree to deposit, or cause to be deposited, some or all of the Sources of Funds with the Trustee if deemed necessary in connection with the issuance of such Bonds or Developer Notes.

11. Certain Amendments and KDOT Consent. The parties agree that this Financing Plan will not be amended in any manner that would alter, modify or otherwise reduce the amount of the Utility Sales Tax (as defined in Section 2(a) of this Financing Plan) to be used as a dedicated funding source or reduce the land area over which the Utility Sales Tax is collected for the benefit of KDOT. KDOT is a third-party beneficiary of this Section 11.

12. Assigns. During the Term of this Financing Plan, the terms and conditions hereof shall be binding upon the parties and their respective successors and assigns. Nothing in this section shall in any way prevent the lease, alienation or sale of the property in the Site, or any portion thereof, by ELHC or BNSF, nor shall anything in this Section be construed as limiting any rights of any lender or equity partner or investor. Anything contained in this Section to the contrary notwithstanding, (i) no consent shall be required for any pledge of all or any portion of the Site owned by ELHC or BNSF or this Financing Plan as collateral security, or for any foreclosure sale or deed in lieu thereof or subsequent transfers after such sale or deed in lieu; and (ii) no consent shall be required prior to selling, leasing or transferring any parcel of property within the Site to commercial and industrial users for development and use consistent with the applicable laws and requirements, nor shall consent be required in the event that (a) ELHC assigns its interests in this Financing Plan to any entity affiliated with ELHC or any entity in which ELHC, its affiliates or its

principals owns 50 percent or more of the ownership interest, or to any lender for the purpose of mortgage financing, or (b) BNSF assigns its interests in this Financing Plan to any entity affiliated with BNSF or any entity in which BNSF, its affiliates or its principals owns 50 percent or more of the ownership interest, or to any lender for the purpose of mortgage financing, or (c) ELHC assigns its interests in this Financing Plan to BNSF (and any subsequent assignment by BNSF to a successor developer). Notwithstanding the foregoing, during the Term of this Financing Plan, in the event of any transfer permitted by this **Section 12**, the transferee shall demonstrate the financial ability to and shall assume the rights and obligations set forth in this Financing Plan in writing. It is understood and agreed that in the event ELHC does not purchase all of the Logistics Park property as required by and within the term of the Option, BNSF shall have the exclusive right to transfer and assign the rights, obligations and interests of ELHC herein to a successor developer of its choice, or assume such rights, obligations and interests, without the consent of or further action by ELHC or the City; provided that, in exercising such rights, BNSF shall not assign the vested reimbursement rights of ELHC and its affiliates for reimbursable costs previously incurred.

13. 191st Street Improvements. The parties agree that the construction and improvement of 191st Street from Four Corners Road to Waverly Road, at the cost and under the supervision of the County, has been completed.

14. Notices. All notices required or desired to be given hereunder shall be in writing and all such notices and other written documents required or desired to be given hereunder shall be deemed duly served and received for all purposes if (i) delivered by nationally recognized overnight delivery service; (ii) facsimile (with follow up within one (1) business day by United States Mail); or (iii) delivered in person, in each case if addressed to the parties set forth below:

To the City:	City Administrator City of Edgerton City Hall 404 E. Nelson Street Edgerton, KS 66021 Phone: (913) 893-6231 Fax: (913) 893-6232
With a copy to:	Patrick Reavey Reavey Law, LLC Livestock Exchange Building 1600 Genessee, Suite 303 Kansas City, MO 64102 Phone (816) 474-6300 Fax (816) 474-6302

With a copy to:	Scott W. Anderson SA Legal Advisors LC 8801 Renner Avenue, Suite 403 Lenexa, Kansas 66219 Phone (913) 538-7556 Fax (913) 273-1806 SAnderson@SALegalAdvisors.com
To TAG-KC:	Edgerton Land Holding Company, LLC Attn: Nathaniel Hagedorn 6300 N. Revere, Ste. 225 Kansas City, MO 64151 Telephone: (816) 888-7381 Facsimile: (816) 888-7399 nathaniel@northpointkc.com
With a copy to:	F. Chase Simmons, Esq. Polsinelli PC 700 W. 47th Street, Ste. 1000 Kansas City, MO 64112 Telephone: (816) 360-4207 Facsimile: (816) 572-5007 csimmons@polsinelli.com
To BNSF:	BNSF Railway Company 2500 Lou Menk Drive, AOB-3 Fort Worth, Texas 76131 Attention: Mark Ude Phone: (817) 352-6470 Fax: (817) 352-2398
With a copy to:	David Rankin, Esq. Senior General Attorney BNSF Railway Company 2500 Lou Menk Drive, AOB-3 Fort Worth, Texas 76131 Phone: (817) 352-2383 Fax: (817) 352-2398
With a copy to:	Lewis A. Heaven, Jr., Esq. Lathrop & Gage LLP 10851 Mastin Blvd., Suite 1000 Overland Park, Kansas 66210-1669 Phone: (913) 451-5100 Fax: (913) 451-0875

All notices given by fax or personal delivery, followed up by regular United States mail, shall be deemed duly given one business day after they are so delivered.

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the day and year first above written.

[Remainder of this page is left blank intentionally
Signature pages to follow]

Signature Page for Financing Plan

CITY OF EDGERTON, KANSAS,

a Kansas municipal corporation

[SEAL]

By: _______________________
Donald Roberts
Mayor

"CITY"

ATTEST:

____
Janeice Rawles
City Clerk

Signature Page for Financing Plan

BNSF RAILWAY COMPANY,

a Delaware corporation

By: Paul B. Anderson

Printed Name: Paul B. Anderson

Title: V. P. Marketing Support

"BNSF"

Signature Page for Financing Plan

EDGERTON LAND HOLDING COMPANY, LLC, a Kansas limited liability company

By: ______________________

Printed Name: Nathaniel Hagedorn

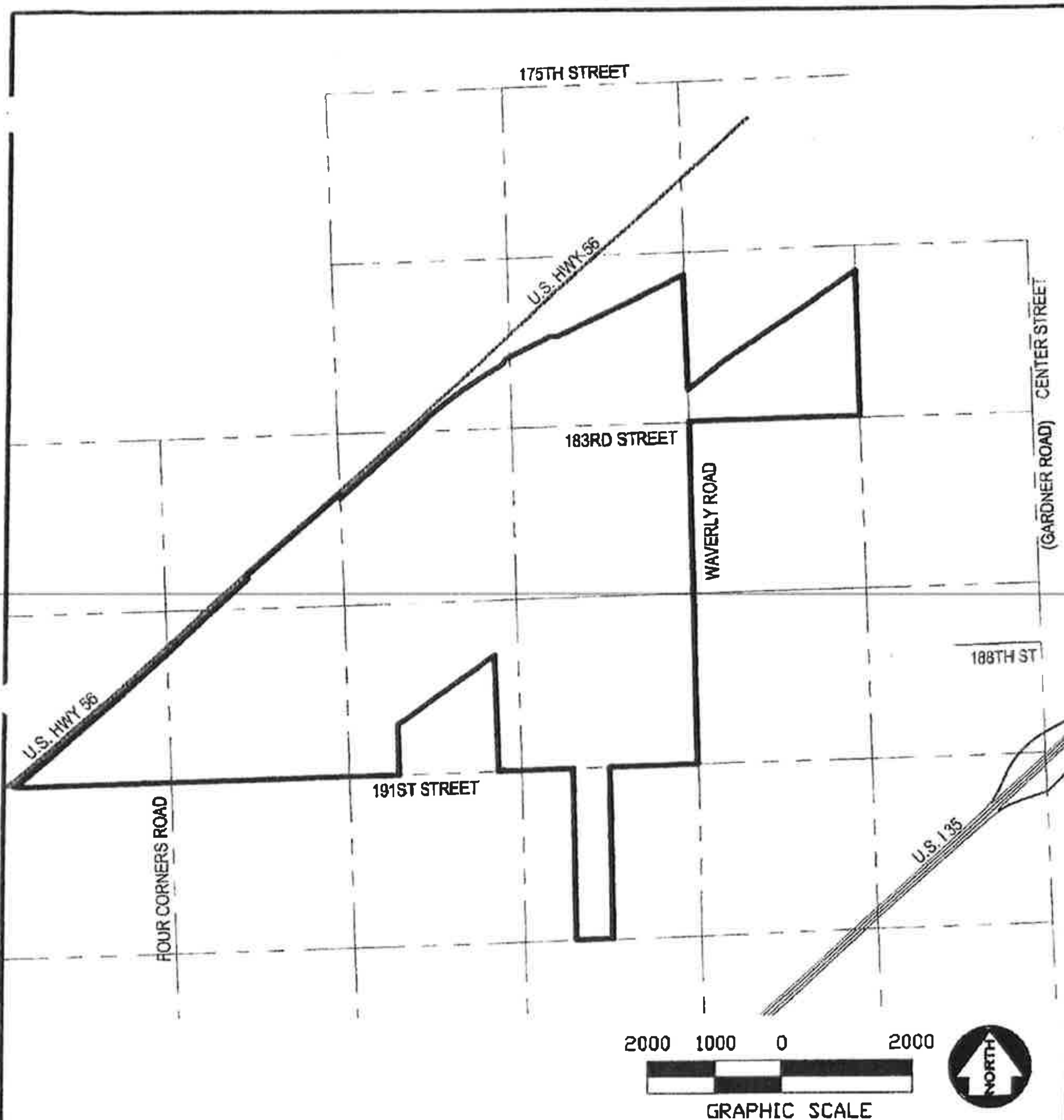
Title: CEO.

"ELHC"

Financing Plan Exhibits

Exhibit A-1

BNSF Site - Map



LOGISTICS PARK KC

THE ALLEN GROUP

SKW
SHAFER, KLINE & WARREN, INC.

THE SITE - MAP

ATTACHMENT
A-1

Exhibit A-2

BNSF Site - Legal Description

Revised:	September 11, 2008
City/County:	Johnson County, Kansas (West of Gardner)
Section:	Section 34, SW. 1/4 of Section 26, South 1/2 of Section 27, SW. 1/4 and East 1/2 of
Section 33,	All Being in being in Township 14 South, Range 22 East, ALSO the NE. 1/4 of Section 3, Township 15 South, Range 22 East
General Area:	Gardner Kansas - 191st Street and Four Corners Road
Specific Purpose:	TRACT 7 - Includes Tracts 1, 2, 3-Parcel 1, 4, 5 and 6, of Gardner, Kansas, BNSF Intermodal Site. Excludes the former Norman Tract 3-Parcel 2 acquired by The Allen Group.

All that part of Section 34, the Southwest Quarter of Section 26, the South Half of Section 27, the Southwest Quarter and East Half of Section 33, being in Township 14 South, Range 22 East, Johnson County, Kansas, together with a portion of the Northeast Quarter of Section 3, Township 15 South, Range 22 East in said County and State, all being more particularly described as follows:

Beginning at the Northeast corner of the Northeast Quarter of said Section 34; thence South 01 degree 56 minutes 21 seconds East along the East line of said Quarter Section, a distance of 2,652.11 feet to the Southeast corner of said Northeast Quarter, being also Northeast corner of the Southeast Quarter of said Section 34; thence South 01 degree 56 minutes 06 seconds East along the East line of said Quarter Section, a distance of 2,651.94 feet to the Southeast corner of said Southeast Quarter; thence South 88 degrees 09 minutes 02 seconds West along the South line of said Quarter Section, a distance of 1,316.87 feet to the Southwest corner of the East Half of the Southeast Quarter of said Section 34, being also the Northeast corner of the of the West Half of the Northeast Quarter of said Section 3; thence South 01 degrees 20 minutes 28 seconds East along the East line of the West Half of the Northeast Quarter of said Section 3, a distance of 2,666.23 feet to the Southeast Corner of the West Half of the Northeast Quarter of said Section 3; thence South 88 degrees 20 minutes 46 seconds West along the South line of the West Half of said Northeast Quarter, a distance of 540.09 feet to the Southeast Corner of the West 768.4 feet of the Northeast Quarter of said Section 3; thence North 01 degree 31 minutes 15 seconds West along the East line of the West 768.4 feet of said Northeast Quarter, a distance of 2,664.32 feet to the Northeast Corner of the West 768.4 feet of the Northeast Quarter of said Section 3, being also a point on the South line of the Southeast Quarter of said Section 34; thence South 88 degrees 09 minutes 02 seconds West along the South line of Southeast Quarter of said Section 34, a distance of 768.41 feet to the Southwest corner of the Southeast Quarter of said Section 34, being also the Southeast corner of the Southwest Quarter of said Section 34; thence South 88 degrees 10 minutes 27 seconds West along the South line of the Southwest Quarter of said Section 34, a distance of 360.36 feet to the Southeast corner of the tract of land described as the J. A. Pearce Tract in the 1892 Re-Survey of said Section 34; thence North 02 degrees 16 minutes 32 seconds West along East line of said J. A. Pearce Tract, a distance of 1,813.21 feet; thence South 53 degrees 52 minutes 24 seconds West, no longer along the East line of said J. A. Pearce Tract, a distance of 1,824.27 feet to a point on the West line of said J. A. Pearce Tract, said point being 785.11 feet North of the Southwest corner of said J. A. Pearce Tract, as measured along the West line thereof; thence South 01 degree 52 minutes 40 seconds East along the West line of said J. A. Pearce Tract, a distance of 785.11 feet to the Southwest corner thereof, being also a point on the South line of the Southwest Quarter of said Section 34; thence South 88 degrees 10 minutes 27 seconds West along the South line of the Southwest Quarter of said Section 34, a distance of 754.38 feet to the Southwest corner of the Southwest Quarter of said Section 34, being also the Southeast corner of the Southeast Quarter of said Section 33; thence South 88 degrees 33 minutes 21 West along the South line of said Quarter Section, a distance of 2,634.02 to the Southwest corner of the Southeast Quarter of said Section 33, being also the Southeast corner of the Southwest Quarter of said Section 33; thence South 88 degrees 17 minutes 30 seconds West along the South line of said Quarter Section, a distance of 2,107.45 feet to a point on the Southeasterly right-of-way line of the most Northwesterly tracks of the B.N.S.F. Railroad (being the most Northwesterly of the two B.N.S.F. Railroad tracks as they now exist through said Sections 26, 27, 33 and 34 and formerly being the Atchison, Topeka and Santa Fe Railroad Company), said point being 65 feet Southeasterly of the centerline of the main track of said railroad, as measured perpendicular to the centerline thereof; thence Northeasterly along the Southeasterly right of way line of the most Northwesterly tracks of said B.N.S.F. Railroad, the following courses and distances; thence North 46 degrees 47 minutes 43 seconds East, 65 feet Southeasterly of and parallel with the centerline of said main track, a distance of 2,783.57 feet to a jog in said Southeasterly right of way line, being also a point on the East line of the Southwest Quarter of said Section 33; thence North 02 degrees 24 minutes 33 seconds West along the East line of the Southwest Quarter of said Section 33, being also along a jog in said Southeasterly right of way line, a distance of 19.81 feet to a point 50 feet Southeasterly of the centerline of the main track of said railroad, as measured perpendicular to the centerline thereof; thence North 46 degrees 47 minutes 43 seconds East, 50 feet Southeasterly of and parallel with the centerline of said main track, a distance of 1,791.25 feet to a jog in said Southeasterly right of way line; thence South 43 degrees 12 minutes 17 East, perpendicular to the last described course and being along a jog in said Southeasterly right of way line, a distance of 50 feet to a point 100 feet Southeasterly of the centerline of the main track of said railroad, as measured perpendicular to the centerline thereof; thence North 46 degrees 47 minutes 43 seconds East, 100 feet Southeasterly of and parallel with the centerline of said main track, a distance of 1,670.24 feet to a jog in said Southeasterly right of way line, being also a point on the East line of the Northeast Quarter of said Section 33; thence North 02 degrees 35 minutes 02 seconds West along the East line of the Northeast Quarter of said Section 33, being also along a jog in said Southeasterly right of way line, a distance of 65.87 feet to a point 50 feet Southeasterly of the centerline of the main track of said railroad, as measured perpendicular to the centerline thereof; thence North 46 degrees 47 minutes 43 seconds East, 50 feet Southeasterly of and parallel with the centerline of said main track, a distance of 1,851.68 feet; thence Northeasterly along a curve to the right, tangent to the last described course and 50 feet Southeasterly of and coincident with the centerline of said main track, having a radius of 5,776.69 feet and a central angle of 14 degrees 59 minutes 22 seconds, an arc length of 1,511.27 feet to a jog in said Southeasterly right of way line, being also a point on the East line of the Southwest Quarter of said Section 27; thence South 01 degree 56 minutes 18 seconds East along the East line of the Southwest Quarter of said Section 27, being also along a jog in said Southeasterly right of way line, a distance of 55.82 feet to a point 100 feet Southeasterly of the centerline of the main track of said railroad, as measured radially to the centerline thereof; thence Northeasterly along a curve to the right, said curve being 100 feet Southeasterly of and coincident with the centerline of said main track, having an initial tangent bearing of North 61 degrees 32 minutes 15 seconds East, a radius of 5,726.69 feet and a central angle of 01 degrees 37 minutes 04 seconds, an arc length of 161.70 feet; thence North 63 degrees 09 minutes 19 seconds East, tangent to the last described curve and being 100 feet Southeasterly of and parallel with the centerline of the main track of said railroad, a distance of 835.32 feet to a jog in said Southeasterly right of way line, being also a point on the North line of the South Half of the Southeast Quarter of said Section 27; thence South 88 degrees 25 minutes 01 seconds West along the North line of the South Half

LOGISTICS PARK KC

THE ALLEN GROUP

SHAFER, KLINE & WARREN, INC.

of the Southeast Quarter of said Section 27, being also along a jog in said Southeasterly right of way line, a distance of 117.16 feet to a point 50 feet Southeasterly of the centerline of the main track of said railroad, as measured perpendicular to the centerline thereof; thence North 63 degrees 09 minutes 19 seconds East, along a line 50 feet Southeasterly of and parallel with the centerline of the main track of said railroad, a distance of 2,035.09 feet to a point on the East line of the Southeast Quarter of said Section 27; thence South 02 degrees 08 minutes 36 seconds East along the East line of the Southeast Quarter of said Section 27, being no longer along the Southeasterly right of way line of the most Northwesterly tracks of said B.N.S.F. Railroad, a distance of 1,602.74 feet to a point on the Southeasterly right-of-way line of the most Southeasterly tracks of the B.N.S.F. Railroad (being the most Southeasterly of the two B.N.S.F. Railroad tracks as they now exist through said Sections 26, 27, 33 and 34 and formerly being the Atchison, Topeka and Santa Fe Railroad Company), said point being 50 feet Southeasterly of the centerline of the main track of said railroad, as measured perpendicular to the centerline thereof; thence North 55 degrees 20 minutes 16 seconds East along the Southerly right-of-way line of said railroad, 50 feet Southeasterly of and parallel with the centerline of the main track of said railroad, a distance of 3,086.04 feet to a point on the East line of the Southwest Quarter of said Section 26; thence South 02 degrees 00 minutes 12 seconds East along the East line of the Southwest Quarter of said Section 26, a distance of 2,273.43 feet, to the Southeast corner of the Southwest Quarter of said Section 26; thence South 88 degrees 32 minutes 09 seconds West along the South line of said Section 26, a distance of 2,596.81 to the Point of Beginning. Subject to all covenants, restrictions, reservations and easements now of record thereon.

ALSO INCLUDING:

All of the right-of-way as presently established for the most Northwesterly tracks of the B.N.S.F. Railroad (being the most Northwesterly of the two B.N.S.F. Railroad tracks (formerly being the Atchison, Topeka and Santa Fe Railroad Company), as said right-of-way now exists through the West Half of Section 26, the South Half of Section 27, the Northwest Quarter of Section 34, the Northeast Quarter and South Half of Section 33, ALSO, all of the right-of-way as presently established for the most Southeasterly tracks of the B.N.S.F. Railroad (being the most Southeasterly of the two B.N.S.F. Railroad tracks (formerly being the Atchison, Topeka and Santa Fe Railroad Company), as said right-of-way now exists through the Southwest Quarter of said Section 26, being in all Township 14 South, Range 22 East in Johnson County, Kansas.

Containing a net area of 43,733,159 square feet or 1,003.975 acres, more or less, said net area includes the existing right-of-way reserved for 183rd Street and Four Corners Road and also includes the aforesaid B.N.S.F. Railroad right-of-way EXCEPT that part of said most Southeasterly tracks in said Section 26 and EXCEPT that part of said most Northwesterly tracks in said Sections 26, 27, 33 and 34. Said net area also EXCLUDES the existing right-of-way reserved for Waverly Road and 191st Street.

\\Lo-project\projects\107017-000_Legal\Property Descriptions\Public Infrastructure Improvements.wpd

LOGISTICS PARK KC

THE ALLEN GROUP

SHAFER, KLINE & WARREN, INC.

THE SITE - LEGAL DESCRIPTION

ATTACHMENT A-2

Exhibit B

Public Infrastructure Improvements

Exhibit B

Public Infrastructure Improvements

The Public Infrastructure Improvements and the estimated Public Infrastructure Improvements Costs are set forth below. **The order in which the Public Infrastructure Improvements are listed below is not intended to create any order of priority.**

LPKC
Plan of Finance
Infrastructure Project List

Project No.	Project Name	Linear Feet	Price per LF	Total Cost	Anticipated Year of Construction
1	Kill Creek Road (Phase I)	1,161		$ 1,250,973	2014
2	Kill Creek Road/187th Street (Phase II)	1,200	$ 583	$ 2,184,887	2014
3	Water Tower			$ 2,000,000	2014
4	Montrose St/196 St	3,620	$ 750	$ 2,715,000	2015
5	Widmer E/W	1,100	$ 600	$ 660,000	2017
6	Widmer N/S	5,500	$ 560	$ 3,080,000	2018
7	Widmer Turn Lane/Median			$ 450,000	2017
8	Waverly Rd/197th St			Dedicated Source	
9	Rail Served Road	12,250	$ 560	$ 6,860,000	2017
10	183rd St			Dedicated Source	2017
11	Montrose St/187 St (north by Big Industrial)			Dedicated Source	2017
12	Removal of Four Corners	5,291	$ 350	$ 1,851,850	2021
13	207th Grade Separation - Design			$ 2,000,000	2016
14	207th Grade Separation - Construction			$ 13,000,000	2019
15	Public Road Extension - 197th St to 199th St	1301	$ 583	$ 758,483	2019
		31,423		$ 36,811,193	

Form of Certification of Amendment of Exhibit B

The City, BNSF and ELHC agree as of the _____ day of __________, 20___, that the Financing Plan is amended by substituting this **Exhibit B** for the **Exhibit B** of the Financing Plan in force on the date immediately preceding the date hereof.

CITY OF EDGERTON, KANSAS, a Kansas municipal corporation

[SEAL]

By:_________________________________
Mayor

ATTEST:

____
City Clerk

BNSF RAILWAY COMPANY,

a Delaware corporation

By: _________________________________

Printed Name: ___________________________

Title: _________________________________

EDGERTON LAND HOLDING COMPANY, LLC, a Kansas limited liability company

By: _________________________________

Printed Name: ___________________________

Title: _________________________________

Exhibit C

Master Resolution of Intent

RESOLUTION NO. 07-08-10A

A RESOLUTION DETERMINING THE INTENT OF THE CITY OF EDGERTON, KANSAS, TO ISSUE ITS INDUSTRIAL REVENUE BONDS IN ONE OR MORE SERIES, THE AGGREGATE PRINCIPAL AMOUNT OF ALL SERIES NOT TO EXCEED $500,000,000, TO PAY THE COST OF ACQUIRING, CONSTRUCTING AND EQUIPPING COMMERCIAL FACILITIES WITHIN THE LOGISTICS PARK

WHEREAS, the City of Edgerton, Kansas (the "City"), desires to promote, stimulate and develop the general welfare and economic prosperity of the City and its inhabitants and 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 or entities; and

WHEREAS, The Allen Group – Kansas City, LLC, a Delaware limited liability company (the "Company"), has requested the City to issue its industrial revenue bonds in multiple series, the aggregate principal amount of all series not to exceed $500,000,000 (the "Bonds"), for the purpose of financing the cost of acquiring, constructing, improving and equipping facilities within an industrial park to be located adjacent to the intermodal facility to be constructed by the BNSF Railway Company, a Delaware Company ("BNSF"), including real estate, buildings, improvements and equipment for industrial warehouses, distribution, flex and storage facilities and other supporting commercial uses (collectively, the "Logistics Park Projects"), located on approximately 560 acres of land surrounded by 191st Street to the south, Waverly Road to the east and 56 Highway to the west, and a parcel of land located on the northeast corner of 183rd Street and Waverly Road, all within the City, and to lease the Logistics Park Projects to the Company all pursuant to the Act; and

WHEREAS, the Logistics Park Projects are expected to be constructed in phases with one or more buildings and facilities being constructed and financed at a time (individually, each phase referred to herein as a "Project"); and

WHEREAS, it is found and determined to be advisable and in the interest and for the welfare of the City and its inhabitants that the City issue the Bonds pursuant to the Act, such Bonds to be payable solely out of rentals, revenues and receipts derived from the lease of each Project by the City to the Company, or its successors or assigns, as lessee (in such capacity, the "Lessee"); and

WHEREAS, the Company has also requested that the City consider granting an exemption from ad valorem taxes for the Logistics Park Projects in accordance with K.S.A. 79-201a *Second* and has indicated its intent to make payments in lieu of taxes upon terms to be mutually agreed to by the City and the Company in the amount set forth herein;

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

Section 1. Approval of Logistics Park Projects. The Governing Body of the City finds and determines that the acquisition, construction and equipping of the Logistics Park Projects will promote, stimulate and develop the general welfare and economic prosperity of the City through the promotion and advancement of physical or mental health, industrial, commercial, agricultural, natural resources or recreation development of the City and the issuance of the Bonds to pay such costs will be in furtherance of the public purposes set forth in the Act.

Section 2. Intent to Issue Bonds. The Governing Body of the City determines and declares the intent of the City to assist the Company in completing the Logistics Park Projects through the issuance of the Bonds pursuant to the Act. It is anticipated that a separate series of the Bonds will be issued for each Project. The aggregate principal amount of all series of Bonds shall not exceed $500,000,000.

Section 3. Provision for the Bonds. Subject to the conditions of this Resolution, the City will (i) issue its Bonds in multiple series to pay the costs of acquiring, constructing, improving 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 Lessee; 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 this Resolution.

Section 4. Ad Valorem Tax Exemption. The Company has requested an exemption from ad valorem taxes for the Logistics Park Projects in exchange for making payments in lieu of taxes. In consideration of the Company's decision to acquire, construct and equip the Logistics Park Projects and subject to the further terms and conditions of this Resolution, on receipt of an application for the issuance of a series of Bonds for a Project, the City intends to take all appropriate action to prepare a cost benefit analysis and conduct a public hearing on an ad valorem tax exemption for such Project and, following the issuance of a series of the Bonds to finance such Project, to request the Kansas Court of Tax Appeals to approve an ad valorem tax exemption, exclusive of special assessments, for all real property financed with such series of the Bonds; provided, however, that no tax exemption shall be requested for any Project or portion of a Project that is not eligible for property tax exemption pursuant to K.S.A. 79-201a *Second*. Each Project financed with the proceeds of a series of the Bonds will be eligible for a separate 10-year property tax exemption with the first year of the exemption commencing on January 1 of the calendar year following the year in which such series of the Bonds were issued. In consideration for the City's agreement to request a property tax exemption for each Project, the Company agrees to make payments in lieu of taxes to the City for each Project for the duration of any approved tax exemption and such payments shall be in an amount equal to 25% of the amount of taxes that would have otherwise been payable but for the property tax exemption; provided, however, that amount of payments in lieu of taxes may be subject to adjustment in accordance with a payment in lieu of tax agreement to be entered into between the City and the Lessee for such Project.

Section 5. Conditions to Issuance. The issuance of each series of the Bonds and the execution and delivery of any documents related to a series of the Bonds are subject to:

(i) receipt by the City of a completed application by the Lessee for each Project and adoption of a resolution assigning a portion of this resolution of intent by the Governing Body of the City for each Project;

(ii) obtaining any necessary governmental approvals;

(iii) agreement by the City, the Company and the purchaser of such series of the Bonds upon (a) mutually acceptable terms for such series of Bonds and for the sale and delivery thereof, and (b) mutually acceptable terms and conditions of any documents related to the issuance of such series of Bonds and the related Project, including, but not limited to, provisions relating to the security for the payment of such series of the Bonds and provisions relating to the maintenance of the related Project;

(iv) agreement by the City and the Company on mutually acceptable terms and conditions of a payment-in-lieu of tax agreement;

(v) payment of all costs of issuance of such series of the Bonds and all other costs and fees of the City, including the City's origination fee; and

(vi) compliance with the Act relating to the issuance of industrial revenue bonds and ad valorem tax exemption, including but not limited to, (a) preparation of a cost/benefit analysis for each Project, and (b) completion of a public hearing on the tax exemption, following notice as required by the Act, for each Project.

Section 6. Sale of the Bonds/Authority to Proceed. The sale of each series of the Bonds shall be the responsibility of the Lessee, but arrangements for the sale of each series of the Bonds shall be subject to the City's approval. The Company is authorized to proceed with the acquisition and completion of the Logistics Park Projects (provided all other City approvals and permits have been obtained) and to advance such funds as may be necessary to accomplish such purposes, and to the extent permitted by law, the City shall reimburse each Lessee for such expenditures out of the proceeds of each series of the Bonds, when and if issued. Notwithstanding such authorization, the Company and each Lessee proceeds at its own risk and if for any reason, all or any series of the Bonds are not issued, the City shall have no liability to the Company or any Lessee for any reason. The Act provides that the City may only issue each series of the Bonds by adoption of an ordinance authorizing such series of Bonds and providing for the terms and details of such series of Bonds and may only approve a tax exemption following completion of a cost benefit analysis, a public hearing and the issuance of a series of Bonds to pay the cost of the property that is the subject of the tax exemption. The City has not yet adopted an ordinance, issued any series of Bonds for the Logistics Park Projects or completed the procedures to approve a tax exemption. This Resolution only evidences the intent of the current Governing Body to issue Bonds for the Logistics Park Projects and to approve a tax exemption for each Project. Nothing herein shall be construed as a guaranty by the City that any series of Bonds will be issued or tax exemption approved for a Project.

Section 7. Assignment. The Company may, without the consent of the City but with advance written notice to the City, assign all or a portion of its interest in this Resolution to any Affiliated Entity or, with the prior written consent of the City, to another entity, provided such assignee intends to acquire, equip and construct a Project. For the purposes of this Resolution, "Affiliated Entity" means any entity or person directly or indirectly controlling or controlled by or under direct or indirect common control with the Company. "Control," when used with respect to a particular entity or person, means the possession, directly or indirectly, of the power to direct or cause the direction of management and policies of such entity whether through the ownership of voting stock, by contract or otherwise. The Company may assign all or a portion of its interest in this Resolution to any party that is not an Affiliated Entity only with the consent of the City.

Section 8. Limited Obligations of the City. Each series of Bonds and the interest thereon shall be special, limited obligations of the City payable solely out of the rents, revenues and receipts of the City derived from the lease of the related Project to the Lessee. The Bonds shall not constitute a general obligation of the City, the State of Kansas or any other political subdivision thereof, shall not constitute a pledge of the full faith and credit of the City, the State of Kansas or any other political subdivision thereof and shall not be payable in any manner by taxation.

Section 9. Termination. This Resolution shall terminate in the event the Project Agreement dated March 25, 2010, among the City, the Company and BNSF is terminated.

Section 10. Further Action. Kutak Rock LLP, Bond Counsel for the City, and officers and employees of the City, are 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 each series of the Bonds and other actions contemplated hereunder.

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

ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF EDGERTON, KANSAS ON THE 8TH DAY OF JULY, 2010.

CITY OF EDGERTON, KANSAS

By: Donald Roberts

Donald Roberts, Mayor

ATTEST:

David B. Dillner

David B. Dillner, City Clerk

APPROVED AS TO FORM:

Patrick G. Reavey, City Attorney

CITY OF EDGERTON
JOHNSON COUNTY
KANSAS

RESOLUTION NO. 04-09-15A

A RESOLUTION CONSENTING TO THE AMENDMENT OF A MASTER RESOLUTION OF INTENT EVIDENCING THE CITY'S INTENT TO ISSUE ITS INDUSTRIAL REVENUE BONDS FOR THE LOGISTICS PARK -- KANSAS CITY PROJECT

WHEREAS, the City of Edgerton, Kansas (the "City"), desires to promote, stimulate and develop the general welfare and economic prosperity of the City and its inhabitants and 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 or entities; and

WHEREAS, The Allen Group – Kansas City, LLC, a Delaware limited liability company ("TAG"), has previously requested the City to issue its industrial revenue bonds in multiple series, the aggregate principal amount of all series not to exceed $500,000,000 (the "Bonds"), for the purpose of financing the cost of acquiring, constructing, improving and equipping facilities within The Logistics Park-Kansas City to be located adjacent to the intermodal facility operated by the BNSF Railway Company, a Delaware Company, including real estate, buildings, improvements and equipment for industrial warehouses, distribution, flex and storage facilities and other supporting commercial uses (collectively, the "Logistics Park Projects"), located on approximately 560 acres of land surrounded by 191st Street to the south, Waverly Road to the east and 56 Highway to the west, and a parcel of land located on the northeast corner of 183rd Street and Waverly Road, all within the City (the "Logistics Park Boundaries"), and to lease the Logistics Park Projects to TAG all pursuant to the Act; and

WHEREAS, the Logistics Park Projects are expected to be constructed in phases with one or more buildings and facilities being constructed and financed at a time; and

WHEREAS, the City adopted Resolution No. 07-08-0A on July 8, 2010 (the "Original Master Resolution of Intent") evidencing the intent of the City to issue the Bonds for the purpose of financing the cost of acquiring, constructing, improving and equipping the Logistics Park Projects; and

WHEREAS, the City adopted Resolution No. 04-25-13A on April 25, 2013 (the "Assignment Resolution") whereby the City consented to the assignment of all of TAG's interest in the Master Resolution of Intent to Edgerton Land Holding Company, LLC, a Kansas limited liability company ("ELHC"); and

WHEREAS, ELHC has requested that the Logistics Park Boundaries be amended to include additional land and that the aggregate principal amount of authorized Bonds be increased; and

WHEREAS, the City desires to consent to the inclusion of additional land within the Logistics Park Boundaries and the increase in the aggregate principal amount of authorized Bonds;

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

Section 1. Amendment of Logistics Park Boundaries. The description of the Logistics Park Boundaries in the Original Master Resolution of Intent is hereby amended to include all land located within the following boundaries that is within the corporate limits of the City: Highway 56 to the north, Interstate 35 to the south, Four Corners Road to the west and Gardner Road to the east.

Section 2. Increase in Par Amount of Bonds. The Original Master Resolution of Intent is amended to provide that the aggregate principal amount of all series of Bonds shall not exceed $1,000,000,000.

Section 3. Amendment to Amount of Payment-in-Lieu of Tax. The Original Master Resolution of Intent is amended to provide for a fixed annual payment-in-lieu of tax equal to $0.21 a sq. ft. based on the number of square feet of building constructed with the proceeds of each series of industrial revenue bonds.

Section 4. Original Master Resolution of Intent to Remain in Effect. Except as amended by this Resolution, the terms and provisions of the Original Master Resolution of Intent and the Assignment Resolution shall remain in full force and effect.

Section 5. Further Action. SA Legal Advisors LC, Bond Counsel for the City, and officers and employees of the City, are authorized to work with the purchaser of each series of the Bonds, Edgerton Land, 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 each series of the Bonds and other actions contemplated under the Original Master Resolution of Intent, the Assignment Resolution and this Resolution.

Section 6. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the City Council of the City.

ADOPTED April 9, 2015.

CITY OF EDGERTON, KANSAS

Donald Roberts, Mayor

(Seal)

CITY OF EDGERTON
JOHNSON COUNTY
KANSAS

ATTEST:

Janeice Rawles, City Clerk

Approved as to form:

Scott W. Anderson, Bond Counsel

Exhibit D

Required Lease Provisions

EXHIBIT D

Required Lease Provisions

Logistics Park Development Documents. Reference is hereby made to (a) the Project Agreement between TAG-KC, BNSF and the City, and (b) the Financing Plan between TAG-KC, BNSF, the City and the County, and (c) the City's Master Resolution of Intent to provide Real Property Tax Abatements (the "Development Documents").

Abatements and Origination Fees. Tenant hereby acknowledges that the Development Documents provide for, among other things, certain ad valorem tax abatements that benefit the Premises and other properties in the Logistics Park. Accordingly, Tenant hereby agrees as follows:

(a) Tenant shall not independently apply for or otherwise pursue any further abatements beyond those procured for the Premises by TAG-KC pursuant to the Development Documents;

(b) Tenant shall pay, as and when due, any "origination fees" required by the City to be paid in connection with such abatements, which origination fees shall be paid to TAG-KC; and

(c) Tenant shall cooperate with TAG-KC in its efforts to obtain and retain any such abatements.

Utility Sales Taxes and Franchise Fees. Tenant hereby acknowledges that the Development Documents provide for, among other things, a financing structure to pay for certain public infrastructure improvements that benefit the Premises and the Logistics Park and that such structure includes a City pledge of an amount equal to certain sales taxes and franchise fees generated in connection with utility services on the Premises. Accordingly, Tenant hereby agrees as follows:

(a) Tenant shall, at the request of the City, provide copies of Tenant's utility bills and shall provide such other reports or information regarding such utility sales taxes and franchise fees as requested by the City and/or TAG-KC from time to time; and

(b) Tenant shall, at the request of the City, provide information regarding such utility use on the Premises in such other format as the City may request from time to time.

Exhibit E

Form of Improvement Notice

Exhibit E

Public Infrastructure Improvement Notice

ELHC agrees to promptly proceed with the Public Infrastructure Improvement(s) identified below:

Public Infrastructure <u>Improvement</u>	Public Infrastructure <u>Improvement Description</u>	<u>Estimated Cost</u>	Funding <u>Mechanism</u>	Responsible <u>Party</u>

The Infrastructure Concept Plans (as defined in the Project Agreement), if any, are attached to this Notice.

This Public Infrastructure Improvement Notice is dated _______________, ____.

EDGERTON LAND HOLDING COMPANY, LLC, a Kansas limited liability company

By: ______________________________________

Printed Name: ______________________________

Title: _____________________________________

Execution Copy

AMENDED AND RESTATED PROJECT AGREEMENT
Intermodal Facility/Logistics Park Kansas City

This Amended and Restated Project Agreement (the "Agreement") is made and entered into this 15th day of July, 2015 (the "Effective Date"), by and among the **City of Edgerton, Kansas**, a Kansas municipal corporation (the "City"), **BNSF Railway Company**, a Delaware corpo ration ("BNSF"), and **Edgerton Land Holding Company, LLC**, a Kansas limited liability company ("ELHC"). City, BNSF and ELHC may each be referred to herein as a "party" and collectively as the "parties".

RECITALS:

A. As of the Effective Date, BNSF is the owner of that certain real property located in Johnson County, Kansas, comprising approximately 1,000 gross acres depicted on **Exhibit A-1** attached hereto and legally described on **Exhibit A-2** (the "Site").

B. BNSF has developed and constructed an intermodal facility with the capacity of processing up to 500,000 container lifts annually adjacent to the BNSF rail line (the "Intermodal Facility" or "IMF") upon a portion of the Site constituting approximately 440 acres as generally shown on **Exhibit B** attached hereto (the "Intermodal Site"). ELHC is developing a portion of the Site comprising approximately 560 acres, as generally shown on **Exhibit C** attached hereto (the "Original Logistics Park Site"), as an industrial park, including industrial warehouse, distribution, flex and storage facilities and for other supporting commercial uses for sale, lease and operation by ELHC and various private businesses (the "Original Logistics Park"). ELHC is also developing the real property generally depicted on **Exhibit H-1** attached hereto (the "Additional Logistics Park Site"), as an industrial park, including industrial warehouse, distribution, flex and storage facilities and for other supporting commercial uses for sale, lease and operation by ELHC and various private businesses on the property legally described on **Exhibit H-2** (the "Additional Logistics Park"). The Original Logistics Park Site and the Additional Logistics Park Site are collectively referred to herein as the "Logistics Park Site." The Original Logistics Park and the Additional Logistics Park are collectively referred to herein as the "Logistics Park."

C. Pursuant to that certain Option Agreement dated April 13, 2007, as amended (the "Option Agreement") BNSF granted to The Allen Group – Kansas City, LLC, a Delaware limited liability company ("TAG-KC") the exclusive right and option to purchase the Logistics Park Site. TAG-KC, with the consent of BNSF, assigned the Option to ELHC.

D. Collectively, the Intermodal Facility and the Logistics Park may be referred to herein as the "Projects"; provided, however, that use of the plural shall not be construed to mean that the Intermodal Facility and Logistics Park are being jointly developed.

E. To provide for the construction, development, completion and operation of the Projects in, on and about the Site, the parties entered into a Project Agreement (Intermodal Facility/Logistics Park) dated March 25, 2010 (the "Basic Project Agreement"), among the City, BNSF and TAG-KC.

F. To provide for the appointment of ELHC as the successor developer of the Logistics Park and to make certain other amendments to the Basic Project Agreement, the parties entered into a First Amendment to Public Infrastructure Financing Plan (Intermodal Facility/Logistics Park Kansas City) dated April 23, 2013 (the "First Amendment," and together with the Basic Project Agreement, the "Original Project Agreement"), among the City, BNSF, ELHC and TAG-KC.

G. The parties are entering into this Agreement to amend and restate the Original Project Agreement in its entirety to provide for the continued construction, development, completion and operation of the Projects in, on and about the Site pursuant to a plan ("Development Plan"), which Development Plan is described more fully in **Section 2.1** hereof.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ELHC, BNSF and the City hereby agree as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Interpretation. In this Agreement, unless a clear contrary intention appears:

(a) the singular number includes the plural number and vice versa;

(b) reference to any person includes such person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement, and reference to a person in a particular capacity excludes such person in any other capacity or individually;

(c) reference to any gender includes each other gender;

(d) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof;

(e) reference in this Agreement to any article, section, appendix, annex, schedule or exhibit means such article or section thereof or appendix, annex, schedule or exhibit thereto;

(f) each of the items or agreements identified on the attached Index of Exhibits and Schedules are deemed part of this Agreement to the same extent as if set forth herein;

(g) certain exhibits which are referenced in the Agreement as "for purposes of an illustrative example only" shall not be deemed to obligate the parties to locate certain buildings, parking structures and other improvements in the specific configurations or specific locations set forth thereon;

(h) "hereunder", "hereof", "hereto" and words of similar import shall be deemed references to this Agreement as a whole and not to any particular article, section or other provision thereof;

(i) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term;

(j) relative to the determination of any period of time, "from" means "from and including" and "to" means "to but excluding;"

(k) capitalized terms, not otherwise defined in the text of this agreement shall have the definitions set forth in Schedule 1 or as otherwise provided herein.

1.2 Accounting Terms. Unless expressly otherwise provided, accounting terms shall be construed and interpreted, and accounting determination and computations shall be made, in accordance with generally accepted accounting principles.

1.3 Legal Representation of the Parties. This Agreement was negotiated by the parties hereto with the benefit of legal representation and any rules of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof or thereof.

ARTICLE 2
DEVELOPMENT PLAN AND EXPANSION OF LOGISTICS PARK

2.1 Development Plan. The parties hereby understand that the "Development Plan" for the Projects shall be as described below and, for purposes of an illustrative example only, as set forth on the site plan attached as **Exhibit D** hereto and made a part hereof. The City hereby understands and agrees that the Development Plan shows approximately 7,100,000 square feet of industrial warehouse, distribution and storage facility improvements and approximately 165,000 square feet of office/flex facility improvements on the Original Logistics Park Site at full build out, and subject to the terms of **Section 9** hereof, the City agrees that up to 7,100,000 square feet of such industrial warehouse, distribution and storage facility improvements and up to 165,000 square feet of office/flex facility improvements are generally contemplated to be located on the Original Logistics Park Site. It is hereby expressly understood and agreed by the parties that such exhibit is for purposes of providing an illustrative example only and is subject to **Section 1.1(g)** hereof.

2.2 Expansion of Additional Logistics Park and Additional Logistics Park Site. The descriptions of the Additional Logistics Park and the Additional Logistics Park Site are shown on the attached **Exhibits H-1** and **H-2**, which shows approximately twenty-one (21) million square feet of industrial warehouse, distribution and storage facility, and office/flex facility improvements.

(a) The parties agree that the descriptions of the Additional Logistics Park and the

Additional Logistics Park Site may be amended at any time by having each party execute and deliver a certificate in the form attached hereto as **Exhibit M** containing a new description of the Additional Logistics Park and the Additional Logistics Park Site. Notwithstanding the forgoing, the parties agree that the boundaries of the Additional Logistics Park and the Additional Logistics Park Site shall not extend beyond Highway 56 to the north, Interstate 35 to the south, Four Corners Road to the west and Gardner Road to the east (the "Maximum Boundaries").

(b) At the request of ELHC, the City will use good faith reasonable efforts to annex additional land beyond the Maximum Boundaries and will either extend this Project Plan, the Financing Plan, and other related documents to add the additional land, or if the City prefers in its sole discretion, enter into a new and separate agreement with ELHC for such additional land and all subsequently added land, with such new agreement having substantially the same economics for the parties as the existing agreement embodied in this Project Plan, the Financing Plan, and other relevant documents and agreements.

ARTICLE 3
DEVELOPMENT OF THE INTERMODAL FACILITY; BNSF OBLIGATIONS

3.1 Recognition of BNSF as Developer of the Intermodal Facility. The City recognizes that BNSF is the developer of the Intermodal Site and has the right to improve the Site. The performance of all such activities by BNSF hereunder shall be as an independent contractor and not as an agent of the City.

3.2 Construction Management Plan. BNSF has provided to the City and ELHC a copy of its construction management plan (the "Construction Management Plan"). It is BNSF's present intention that the Intermodal Facility will generally be constructed in accordance with the Construction Management Plan and BNSF and the City hereby agree to work cooperatively in the implementation of the Construction Management Plan.

ARTICLE 4
DEVELOPMENT OF LOGISTICS PARK; ELHC OBLIGATIONS

4.1 Appointment of ELHC as Developer of the Logistics Park. The City hereby recognizes that ELHC is the developer for the Original Logistics Park Site and the Additional Logistics Park Site. The performance of all activities by ELHC hereunder shall be as an independent contractor, and not as an agent of the City, except as otherwise specifically provided herein.

4.2 Design of the Logistics Park. Subject to compliance with all Applicable Laws and Requirements, and ELHC obtaining the proper approvals of the City's planning commission and otherwise complying with the terms and conditions of **Section 9.2** hereof, ELHC shall have the sole right to design, construct, equip and complete the LPKC Improvements (hereafter defined).

4.3 Construction of LPKC Improvements. ELHC shall cause the construction and completion of the improvements required by ELHC in connection with the Logistics Park in ELHC's discretion (the "LPKC Improvements"). For purposes of illustrative example only, and subject to **Section 1.1(g)** hereof, the LPKC Improvements are generally described on **Exhibit E** attached hereto. All of the LPKC Improvements shall be the property of ELHC except interior roads and rights-of-way dedicated as public roads and public rights-of-way. The parties further agree as follows:

(a) ELHC shall lead the design and construction of the interior roads on the LPKC Site, which interior roads (which may be public roads) are listed as projects on **Exhibit B** to the Financing Plan (as that list may be updated in accordance with the Financing Plan). These internal roads shall be subject to Applicable Laws and Requirements, and such interior roads shall be dedicated as public roads and/or public right of way if the parties intend for such interior road to be a public road. City hereby agrees to approve and accept public roads and/or public rights of way so dedicated. Each such road shall be deemed a "Public Road" as that term is used in the Financing Plan. Notwithstanding the forgoing, as described in more detail in Sections 5(d) and (e) of the Financing Plan, unless otherwise agreed to by the parties, the City shall select a design team and contractor and administer the design and construction of the grade separation railroad crossing project at 207th Street in the City.

(b) ELHC has commenced construction of in excess of 825,000 square feet of buildings included in the Logistics Park. In addition to the foregoing construction, ELHC acknowledges it has communicated to the City its intention, subject to market conditions, to maintain an ongoing program of constructing speculative buildings within the Logistics Park, or upon land within a one-mile radius of such Logistics Park. To confirm this intent, ELHC has provided to the City reasonable documentation that ELHC has committed in excess of $40,000,000 to land acquisition, development, and its speculative building program, all to occur within the Logistics Park, or with respect to land within a one-mile radius of the Logistics Park, which information the City agrees to keep confidential, subject to the requirements of the Kansas Open Meetings Act and/or the Kansas Open Records Act, as the same may be applicable.

4.4 Construction Management Plan. The construction management plan for the Logistics Park Site attached to this Agreement as **Exhibit O-1.2** (the "Logistics Park Construction Management Plan") is hereby approved by the City and ELHC hereby agrees that the Logistics Park will generally be constructed in accordance with the Logistics Park Construction Management Plan.

4.5 Permits and Reviews. ELHC hereby recognizes, stipulates and agrees that (a) in the design, construction, completion, use or operation of the LPKC Improvements, ELHC or its general contractors shall procure and pay for any and all permits, licenses or other forms of authorizations that are, from time to time, required, and (b) that nothing herein shall be construed as any release by the City of the responsibility of ELHC to comply with, and satisfy the requirements of, all Applicable Laws and Requirements. The City hereby agrees that the fees and costs to be paid by ELHC in connection with permits for and reviews of the LPKC Improvements is set forth on **Exhibit F** attached hereto, and the costs of any such permits may be increased from time to time beyond what they are on the Effective Date, provided that any such increases are uniformly applied in the City and do not result in permit costs that are unreasonable as compared with those in the other municipalities in Johnson County, Kansas.

ARTICLE 5
CONSTRUCTION OF PUBLIC INFRASTRUCTURE IMPROVEMENTS

5.1 Construction of the Public Infrastructure Improvements. Reference is hereby made to certain infrastructure improvements which are necessary for the operation of the Projects (collectively, the "Public Infrastructure Improvements"). The scope of the Public Infrastructure

Improvements is generally described in the Financing Plan.

(a) Each Party agrees to work with the other parties in the design, construction and completion of the Public Infrastructure Improvements. The Parties hereby understand and agree that, except with respect to the obligations of the City under Section 6(b) of the Financing Plan, the City's financial obligations with respect to paying for, reimbursing or financing any Public Infrastructure Improvement are in all respects subject to and contingent upon the initial and ongoing availability and sufficiency of the Public Infrastructure Improvements Sources (as defined in **Section 2** of the Financing Plan and limited by **Section 4** of the Financing Plan) to pay for such Public Infrastructure Improvements.

(b) Throughout construction and upon completion of the Public Infrastructure Improvements, the Parties shall have the right to reasonably inspect the same. Further, the Public Infrastructure Improvements shall be completed in accordance with the final plans as set forth in the Infrastructure Construction Documents (as defined below) in all material respects.

(c) The City hereby agrees to maintain or cause to be maintained the City Public Infrastructure Improvements.

5.2 Conceptual Design and Plans for Public Infrastructure Improvements. The conceptual plans (the "Infrastructure Concept Plans") for each Public Infrastructure Improvement shall be attached to the Public Infrastructure Improvement Notice attached to the Financing Plan as **Exhibit E**. All Infrastructure Concept Plans shall be compatible with the Development Plan and the general local infrastructure plan of the City.

(a) Final Design and Plans for Infrastructure Construction Documents. The Party responsible for each Public Infrastructure Improvement shall provide to the other parties construction documents therefor (the "Infrastructure Construction Documents"), which Infrastructure Construction Documents shall include final plans consistent with the Infrastructure Concept Plans, cost estimates for the applicable Public Infrastructure Improvement, and the design of which shall be compatible with the Development Plan and all Applicable Laws and Requirements. If ELHC is the party designing and constructing any Public Infrastructure Improvement and sufficient unencumbered funds are not on deposit and available in the Public Infrastructure Fund to pay for such Public Infrastructure Improvement, the City shall enter into a Reimbursement Agreement or Developer Note (as those terms are defined in the Financing Plan), the terms of which shall comply in all respects to the requirements in Section 3(a) of the Financing Plan.

5.3 Changes in Costs to Public Infrastructure Improvements. The parties agree that the estimated cost of any Public Infrastructure Improvement as identified in a Public Infrastructure Improvement Notice in the form of **Exhibit E** to the Financing Plan is the estimated cost of such Public Infrastructure Improvement at the time such notice is delivered. The parties agree that any increase in cost of a Public Infrastructure Improvement must be approved by both ELHC and the City, in each such party's reasonable discretion. With respect to the City's approval, the City Administrator shall have authority to approve any increase in cost of any Public Infrastructure Improvement so long as the cumulative increase in costs of such Public Infrastructure Improvement does not exceed either (i) $100,000, or (ii) five percent (5%) of the cost of such Public Infrastructure Improvement, and such increase in cost does not affect the general scope of such Public Infrastructure Improvement.

5.4 Preliminary Schedule for Public Infrastructure Improvements. BNSF, the City and ELHC hereby agree that the schedule for construction of the Public Infrastructure Improvements is described in **Section 5** of the Financing Plan.

5.5 Intentionally Omitted

5.6 Periodic Meetings. From the Effective Date until all Public Infrastructure Improvements are accepted by the City, the City and ELHC shall meet with each other and BNSF (at the discretion of BNSF), and/or such other parties as the City and ELHC shall reasonably designate, at such intervals as ELHC and the City shall mutually agree or reasonably request, but no less frequently than monthly, to review and discuss the design, development and construction of the Public Infrastructure Improvements.

ARTICLE 6
UTILITIES; RELOCATIONS AND VACATIONS; CITY OBLIGATIONS

6.1 Utility Services. The parties agree as follows with regard to utilities serving or to be serving the Site:

(a) Electrical and Gas Service: The parties hereby understand and agree that ELHC and BNSF shall have absolute discretion to choose the electric service and gas service provider(s) to the Logistics Park and Intermodal Facility, respectively, and the City agrees to not unreasonably impair or inhibit the provision of electric or gas service to the Site so long as such electric service or gas service provider(s) shall enter into a franchise agreement with the City.

(b) Wastewater Service: The City has completed all wastewater improvements. The City agrees to continue to provide wastewater services at market rates.

6.2 Utility Relocation. The limits of the Public Infrastructure Projects include certain utility lines and related facilities (the "Utility Facilities") in certain rights of way and in easements (the "City Utility Easements") that run on, across, through and under the Site and the Public Infrastructure Improvements, as described in **Exhibit I** attached hereto and incorporated herein by reference. As part of the Projects, ELHC and BNSF require that the Utility Facilities be removed, relocated, rebuilt or altered, as described on **Exhibit I** (the "Relocation Work"). The City agrees to require utility companies operating utility facilities within the right-of-way to relocate the facilities at the utility companies' sole cost and expense; a utility company's refusal to do so shall not obligate the City, ELHC or BNSF to relocate the facilities at their respective cost. Utility Facilities located within dedicated easements shall be relocated concurrent with the Public Infrastructure Improvements adjacent to said easements and such relocations shall be eligible project expenses as part of the projects, which shall be completed concurrent with the Public Infrastructure Improvements adjacent to the Relocation Work, subject to the availability of funds from the sources of funds set forth in the Financing Plan, but the costs of which shall be deemed to be reimbursable Public Infrastructure Improvement Costs, and ELHC and BNSF hereby agree to grant the City standard utility easements for such relocated Utility Facilities prior to the start of the Relocation Work. The City agrees to cause the appropriate City official to release the Utility Easements held by the City on the Site within thirty (30) days of the City's receipt of notice from

BNSF that it has issued a notice to proceed ("NTP") to its general contractor to construct the IMF, or sooner if requested by ELHC. The parties hereby understand and agree that any utility easements held by utility companies that are not affiliated with the City will need to be released by such utility companies. The foregoing notwithstanding, BNSF shall be responsible for any relocation of the Kansas City Power and Light Company high voltage transmission line currently traversing the Intermodal Site.

6.3 Water District No. 7 Relocation. Water District No. 7 of Johnson County, Kansas (the "Water District") currently owns and/or operates certain water mains and related facilities (the "Water District Facilities") in certain rights of way and in easements (the "Water District Easements") that run on, across, through and under the Site, as described in **Exhibit J** attached hereto and incorporated herein by reference. As part of the Projects, ELHC and BNSF, pursuant to a separate agreement with the Water District, will require that the Water District Facilities be removed, relocated, rebuilt or altered, as described on **Exhibit J** by the Water District (the "Water District Relocation Work"). ELHC and BNSF hereby agree to grant the Water District standard utility easements on the Site for such relocated Water District Facilities prior to the start of the Water District Relocation Work. The City hereby agrees to make available right-of-way and/or general utility easements that may be used by the Water District along with other utilities.

6.4 Vacation and Closure of Streets. After annexation, and as soon as practicable after the BNSF issues the NTP or sooner as required by ELHC in connection with the Logistics Park Improvements, and without limiting the generality of the foregoing, the City hereby agrees to vacate, or to cooperate with the County to cause the vacation of, certain streets located within the Site as identified on **Exhibit K** attached hereto (the "Vacated Streets"), without reserving any of the City's utility easements, by taking all necessary steps to present an ordinance and recommend its approval. The City hereby agrees to close, or to cooperate with the County to cause the closure of, certain streets located within the Site as identified on **Exhibit K** attached hereto (the "Closed Streets"), without reserving any of the City's utility easements, by taking all necessary steps to present an ordinance and recommend its approval. Upon approval of the ordinance(s) vacating the Vacated Streets and/or closing the Closed Streets, and the ordinance releasing the City Utility Easements, the existence of City Utility Facilities in the Vacated Streets and/or Closed Streets shall not impede the construction of the Projects on, over and around such City Utility Facilities, subject to the conditions set forth herein. The parties further agree as follows:

(a) After annexation, and soon as practicable after the BNSF issues the NTP or sooner as required by ELHC in connection with the Logistics Park Improvements, and without limiting the generality of the foregoing, the City hereby agrees to close, or to cooperate with the County to cause the closure of Four Corners Road north of 191st Street and south of 56 Highway, without reserving any of the utility easements until such time as the City and/or County shall construct a bridge over the rail line serving the Intermodal Facility. In connection therewith, ELHC and BNSF hereby agree to preserve and grant a right of way easement (i) to the City for emergency and/or public safety access to the Site at the south right-of-way line of 56 Highway and its intersection with Four Corners Road; and (ii) to the City and/or County on such portions of the Site as may be reasonably necessary for construction of any such bridge serving Four Corners Road.

6.5 Permits and Reviews. The City hereby agrees not to unreasonably withhold, condition or delay any and all approvals, permits, and plan reviews necessary in connection with the applicable Public Infrastructure Improvements and the LPKC Improvements. In connection with such reviews, the City shall designate a point of contact for the City and ELHC's respective permits and reviews, which point of contact may be a City employee or employees, and/or a third party consultant (the "Permit and Review Consultant") to expedite the review process for all such approvals, permits and plan reviews. The parties hereby agree that the costs associated with the City's employment of the Permit and Review Consultant shall be considered Public Infrastructure Improvement Costs for purposes hereof.

ARTICLE 7
FINANCING; SOURCE AND USES OF FUNDS; PUBLIC FUNDING

7.1 Private Costs of ELHC and BNSF. The costs associated with the design, development and construction of the Intermodal Facility and the LPKC Improvements, respectively, will be paid for with funds from BNSF and ELHC, respectively, from a combination of sources.

7.2 Abatements. The City hereby recognizes and understands that ELHC will require abatements of ad valorem property taxes ("Abatements") for each of the buildings it intends to develop in the Logistics Park. Therefore, the City shall adopt a resolution of intent indicating its intention to grant to ELHC the Abatements for each building developed on the Logistics Park Site during the Term of this Agreement. The resolution of intent shall provide that each Abatement shall be for a term of 10 calendar years, commencing on the January 1 following the year in which bonds are issued for each building. The resolution of intent shall require the owner of each building to make twenty semi-annual payments-in-lieu-of-tax, each in an amount equal to the product of (x) the square footage of the building or project being constructed, multiplied by (y) the Base PILOT (as hereinafter defined), multiplied by (z) 50% (each, a "PILOT" and collectively, the "PILOTS"). The "Base PILOT" for abatements granted prior to January 1, 2022, shall be \$0.21. The Base PILOT for abatements on or after January 1, 2022, shall increase on January 1, 2022, and on each January 1 thereafter, by an amount equal to the product of \$0.21 multiplied by the greater of (i) 1.5% per year using 2022 as the base year, or (ii) 50% of the cumulative annual increase in the United States consumer price index for all urban areas (commonly known as the CPI-U) using 2022 as the base year, such product being rounded up to the next \$0.01. In any event, the annual PILOT shall be level and unchanged throughout the 10-year abatement period for any particular property, so that the adjustments to the Base PILOT that begin in 2022 a continue each year thereafter shall dictate the Base PILOT utilized for the first year of abatement for a property, and the other 9 years of abatement for that property shall utilize the same Base PILOT. The City agrees to amend its existing resolution of intent for abatements to comply with this Section 7.2. The City further agrees to amend the Performance Agreements for the industrial revenue bond projects known as ELHC I (if approved by current owner), ELHC IV, ELHC XI and ELHC XII to modify the PILOT schedule for each project to comply with this Section 7.2. If there is any dispute about the square footage of the building or project being constructed, the records of the Johnson County Appraiser's Office shall be determinative.

7.3 Public Infrastructure Improvement Costs. The current estimates of the project costs related to the Public Infrastructure Improvements are set forth and described in **Exhibit B** to the Financing Plan (the "Public Infrastructure Improvement Costs"). Contemporaneously herewith, the City, ELHC and BNSF have entered into the Financing Plan. Pursuant to the Financing Plan, the parties have agreed to various sources of funds, including private contributions and Public Funding (as defined below) from the parties thereto, along with various funding mechanisms to pay for the Public Infrastructure Improvement Costs. For purposes hereof, the term "Public Funding" shall be deemed to mean public financial assistance to the project provided by the State of Kansas, the County, and/or the City as set forth in the Financing Plan.

7.4 Origination Fee Payments: **Section 2** of the Financing Plan provides for certain Infrastructure Abatements (as defined in the Financing Plan) for each building developed on the Logistics Park Site and certain Origination Fees (as defined in the Financing Plan) to be collected by the City. The parties agree that ELHC shall be responsible for the payment of the Origination Fees and ELHC shall be responsible for delivering such Origination Fees to the City as and when the same are due, as set forth in the Financing Plan.

7.5 Abatements; Denial of Abatements. The parties hereby agree as follows:

(a) The parties hereby understand and agree that the development of the Logistics Park is likely to evolve on a building-by-building basis as and when third parties agree to lease or purchase portions of the Logistics Park Site. Accordingly, subject to **Section 2** of the Financing Plan, the parties hereby contemplate that ELHC will be requesting approval of the LPKC Abatements and Infrastructure Abatements (collectively, the "Abatements") contemplated herein on a phased, or potentially, on a building-by-building basis.

(b) The parties hereby acknowledge that the financial structure contemplated by this Agreement and the Financing Plan is necessarily reliant on the approval of such Abatements for buildings with approved Abatements as of the date hereof and for future buildings when presented by ELHC to the City. Accordingly, during the Term of this Agreement, the City hereby understands and agrees with ELHC that if the City denies or reduces any of the Abatements contemplated herein and proposed by ELHC on the Logistics Park Site for any Logistics Park Improvement that is eligible for Abatement under state law then ELHC shall have the following rights:

(i) ELHC may terminate the Agreement, and ELHC shall have no obligations hereunder; and

(ii) All other rights set forth and available to ELHC in **Section 6** of the Financing Plan.

7.6 Adjacent Projects Benefiting from Public Infrastructure Improvements. The parties hereby understand and agree that the Adjacent Parcels (as defined in Section 2(g) of the Financing Plan) will benefit from the Public Infrastructure Improvements described herein and funded pursuant to the Financing Plan. **Section 2** of the Financing Plan provides for the capture of Origination Fees and other funds from such benefited properties for deposit in the Public Infrastructure Fund and distribution therefrom pursuant to the Financing Plan.

7.7 City Maintenance and Administrative Expenses. Upon completion of any of the Public Infrastructure Improvements, the City hereby agrees to maintain and operate such Public Infrastructure Improvements at its sole cost and expense, except that, for purposes of this Section, quiet zones shall not be considered Public Infrastructure Improvements. The City shall be entitled to withdraw from the Public Infrastructure Fund the amount equal to $25,000 on December 1, 2013 and December 1, 2014, to offset the costs of maintenance of and snow/ice removal on public roads within the Logistics Park Site. Commencing in 2015, the City shall be entitled to withdraw from the Public Infrastructure Fund on or after each June 1 an amount equal to the number of square feet of buildings having been constructed in the Logistics Park as of January 1 of such year (as evidenced in the records of the Johnson County Appraiser) that is subject to an Abatement for the then current year (but excluding the DeLong project for which bonds were issued in 2013), multiplied by $0.09 (the "Base Annual Maintenance and Administrative Fee"). Commencing in 2022, the Base Annual Maintenance and Administrative Fee shall increase by the same inflation factor applied to the Base PILOT in Section 7.2 herein.

7.8 Extension of Tax Abatement. The City agrees that ELHC shall be entitled to property tax abatement for any project located on any land that ELHC (or an entity in which ELHC holds a 50% or greater ownership interest) owns in the Logistics Park, or at least 25% of the land area of the project is located within one (1) mile of the boundaries of the Logistics Park and within the city limits of the City (as now or hereafter established), but excluding any land not located within the Logistics Park but which is covered by another development agreement between the City and ELHC, or an entity related to ELHC. The parties agree that the term and percentage of property tax abatement granted to each such project shall be consistent with the City's then-existing tax abatement policy. Origination Fees on real property collected in connection with the property described in this section above shall be deposited in the Public Infrastructure Fund, upon the terms and conditions set forth in the Financing Plan.

ARTICLE 8
TERMINATION

8.1 Termination, Effect. Upon any termination of this Agreement pursuant to the terms hereof, this Agreement shall terminate as to all parties, and, except as specifically set forth herein to the contrary, the parties hereto shall have no further duty or obligation hereunder. Without limiting the generality of the foregoing, and subject to the provisions of the Prefunding Agreement between BNSF and the City, each party shall be solely liable and responsible for all costs and expenses incurred by it with respect to this Agreement and the transactions contemplated hereby.

ARTICLE 9
TERM; USE AND OPERATION

9.1 Term. The Term of this Agreement shall be the same as the term of the Financing Plan, as set forth in Section 7 of the Financing Plan.

9.2 Compliance. ELHC and BNSF shall conduct their affairs and carry on their respective business and operations in connection with the Projects in such a manner as to comply with all Applicable Laws and Requirements, and to observe and conform to all valid orders, regulations or requirements of any Governmental Authorities applicable to the conduct of their business and operations and the ownership of the Projects; provided, however, that nothing contained in this Agreement shall require ELHC or BNSF to comply with, observe and conform to any such law, order, regulation or requirement of any Governmental Authorities so long as the validity thereof shall be contested in good faith by appropriate proceedings. ELHC agrees to promptly pay any and all fees and expenses associated with any safety, health or other inspections required of it under this Agreement or imposed upon it by Applicable Law and Requirements as to the Logistics Park Site, unless contested in good faith with the assurances provided in the preceding sentence. ELHC agrees to comply with all City codes and properly obtain all City planning commission approvals required as to the Logistics Park Site.

9.3 Utilities. During the Term, all utility services used by ELHC or BNSF in, on or about the Projects shall be paid for by the user and shall be contracted for by the user in its name.

9.4 Access. During the Term, ELHC and BNSF hereby recognize, acknowledge and agree that the parties, and their respective duly authorized representatives and agents, shall have access to, and the right to inspect the Public Infrastructure Improvements at reasonable times and upon reasonable notice, to substantiate compliance with this Agreement. In exercising its rights hereunder, the parties shall use reasonable efforts to avoid unreasonable interference with the construction and operation of the Public Infrastructure Improvements and the Projects. Provided, however, that City shall be required to execute and observe the requirements of BNSF's standard Entry Agreement before entering its property.

ARTICLE 10
DEFAULT AND REMEDIES

10.1 Default by ELHC or BNSF. ELHC or BNSF shall be in default under this Agreement if: (a) ELHC or BNSF (the "Defaulting Party" as the context requires) fails to keep or perform any material covenant or obligation herein contained on the Defaulting Party's part to be kept or performed, and the Defaulting Party fails to remedy the same within sixty (60) days after the Defaulting Party has been given written notice specifying such failure and requesting that it be remedied; provided, however, that if any event of default shall be such that it cannot be corrected within such period, it shall not constitute an event of default if corrective action is instituted by the Defaulting Party within such period and diligently pursued until the default is corrected; or (b) the Defaulting Party materially breaches the representations and warranties set forth in this Agreement and fails to cure or correct same within thirty (30) days following written notice. In the event of such default, the non-defaulting parties to this Agreement may take such actions, or pursue such remedies, as exist hereunder or at law or in equity, and the Defaulting Party covenants to pay and to indemnify the non-defaulting parties against all reasonable costs and charges, including attorneys' fees, lawfully and reasonably incurred in connection with the enforcement of such actions or remedies. Notwithstanding the foregoing, the Defaulting Party's liability for monetary amounts shall be limited to the actual amount, if any, in question, and under no circumstances shall BNSF or ELHC be liable for any remote or consequential damages.

10.2 Default by the City. The City shall be in default under this Agreement if: (a) subject to **Section 4** of the Financing Plan, the City fails to make any of the payments of money required by it under the Financing Plan, and the City fails to cure or remedy the same within thirty (30) days after the City has been given written notice specifying such default; or (b) the City fails to keep or perform any material covenant or obligation herein contained on the City's part to be kept or performed, and the City fails to remedy the same within sixty (60) days after the City has been given written notice specifying such failure and requesting that it be remedied; provided, however, that if any event of default shall be such that it cannot be corrected within such period, it shall not constitute an event of default if corrective action is instituted by the City within such period and diligently pursued until the default is corrected; or (c) the City materially breaches the representations and warranties set forth in this Agreement and fails to cure or correct same within thirty (30) days following written notice. In the event of such default, BNSF and ELHC may take such actions, or pursue such remedies, as exist hereunder or at law or in equity, and the City covenants but only to the extent permitted by the Kansas Cash Basis Law to pay and to indemnify BNSF and ELHC against all reasonable costs and charges, including attorneys' fees, lawfully and reasonably incurred in connection with the enforcement of such actions or remedies. Notwithstanding the foregoing, the City's liability for monetary amounts shall be limited by the Kansas Cash Basis Law and to the actual amount, if any, in question, and under no circumstances shall the City be liable for any remote or consequential damages.

ARTICLE 11
MISCELLANEOUS

11.1 Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the non-defaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults which were in existence at the time such payment or payments or performance were accepted by it.

11.2 Force Majeure. In the event that any party hereto shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, strikes, lockouts, riots, insurrection, environmental remediation required by the appropriate Government Authorities, discovery of cultural, archeological or paleontological resources or endangered species, any lawsuit seeking to restrain, enjoin, challenge or delay construction, failure of the City to timely grant any approvals contemplated herein, war or terrorism within the continental United States, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement ("Force Majeure"), such party shall provide written notice of such Force Majeure event(s) to the other parties hereto within forty five (45) days of such event(s). Upon such written notice, the performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, the City hereby understands and agrees that "Force Majeure" shall not be deemed to include failure of the City to timely grant any approvals contemplated herein with respect to performance of obligations of the City hereunder.

11.3 Covenants of Parties.

(a) Representations and Warranties of ELHC. ELHC represents and warrants to the City and BNSF as follows:

(i) Organization. ELHC is a limited liability company duly formed and validly existing under the laws of the State of Kansas. ELHC is duly authorized to conduct business all other jurisdictions in which the nature of its properties or its activities requires such authorization. ELHC shall (1) preserve and keep in full force and effect its corporate or other separate legal existence and (2) remain qualified to do business and conduct its affairs in the State of Kansas and each jurisdiction where ownership of its property or the conduct of its business or affairs requires such qualification.

(ii) Authority. The execution, delivery and performance by ELHC of this Agreement, the Annexation Agreement and the Financing Plan (the "Transaction Documents") are within ELHC's powers and have been duly authorized by all necessary action of ELHC.

(iii) No Conflicts. Neither the execution and delivery of the Transaction Documents, nor the consummation of any of the transactions herein or therein contemplated, nor compliance with the terms and provisions hereof or thereof, will contravene the organizational documents of ELHC or any provision of law, statute, rule or regulation to which ELHC is subject, or to any judgment, decree, license, order or permit applicable to ELHC, or will conflict or be inconsistent with, or will result in any breach of any of the terms of the covenants, conditions or provisions of any indenture, mortgage, deed of trust, agreement or other instrument to which ELHC is a party, by which ELHC is bound, or to which ELHC is subject.

(iv) No Consents. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Governmental Authority or regulatory body or third party is required for the due execution and delivery by ELHC of the Transaction Documents. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Governmental Authority or regulatory body or third party is required for the performance by ELHC of the Transaction Documents or the consummation of the transactions contemplated hereby or thereby except for zoning, building and other customary permits to be obtained from the City or other governmental units.

(v) Valid and Binding Obligation. The provisions of the Transaction Documents are the legal, valid and binding obligations of ELHC, enforceable against ELHC in accordance with the terms hereof and thereof.

(b) Representations and Warranties of BNSF. BNSF represents and warrants to the City and ELHC as follows:

(i) Organization. BNSF is a corporation duly formed and validly existing under the laws of the State of Delaware. BNSF is duly authorized to conduct business in all other jurisdictions in which the nature of its properties or its activities requires such authorization. BNSF shall (1) preserve and keep in full force and effect its corporate or other separate legal existence and (2) remain qualified to do business and conduct its affairs in the State of Kansas and each jurisdiction where ownership of its property or the conduct of its business or affairs requires such qualification.

(ii) Authority. The execution, delivery and performance by BNSF of the Transaction Documents are within BNSF's powers and have been duly authorized by all necessary action of BNSF.

(iii) No Conflicts. Neither the execution and delivery of the Transaction

Documents, nor the consummation of any of the transactions herein or therein contemplated, nor compliance with the terms and provisions hereof or thereof, will contravene the organizational documents of BNSF or any provision of law, statute, rule or regulation to which BNSF is subject, or to any judgment, decree, license, order or permit applicable to BNSF, or will conflict or be inconsistent with, or will result in any breach of any of the terms of the covenants, conditions or provisions of any indenture, mortgage, deed of trust, agreement or other instrument to which BNSF is a party, by which BNSF is bound, or to which BNSF is subject.

(iv) No Consents. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Governmental Authority or regulatory body or third party is required for the due execution and delivery by BNSF of the Transaction Documents. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Governmental Authority or regulatory body or third party is required for the performance by BNSF of the Transaction Documents or the consummation of the transactions contemplated hereby or thereby except for zoning, building and other customary permits to be obtained from the City or other governmental units.

(v) Valid and Binding Obligation. The provisions of the Transaction Documents are the legal, valid and binding obligation of BNSF, enforceable against BNSF in accordance with the terms hereof and thereof.

(c) Representations and Warranties of the City. The City represents and warrants to ELHC and BNSF as follows:

(i) Authority. The execution, delivery and performance by the City of the Transaction Documents are within its powers and have been duly authorized by all necessary action.

(ii) No Conflicts. Neither the execution and delivery of the Transaction Documents, nor the consummation of any of the transactions herein or therein contemplated, nor compliance with the terms and provisions hereof or thereof, will contravene the ordinances, rules, regulations of the City or the laws of the State nor result in a breach, conflict with or be inconsistent with any terms, covenants, conditions or provisions of any indenture, agreement or other instrument by which the City is bound or to which the City is subject.

(iii) No Consents. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Governmental Authority or regulatory body or third party is required for the due execution and delivery by the City of the Transaction Documents. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Governmental Authority or regulatory body or third party is required for the performance by the City of the Transaction Documents or the consummation of the transactions contemplated hereby or thereby.

(iv) Valid and Binding Obligation. The provisions of the Transaction Documents are, to the fullest extent permitted by applicable law, the legal, valid and binding obligation of the City enforceable against the City in accordance with the terms hereof and thereof.

11.4 Amendments. This Agreement may be amended, changed or modified only by a written agreement duly executed by the City, BNSF and ELHC.

11.5 Construction and Enforcement. This Agreement shall be construed and enforced in accordance with the laws of the State of Kansas. Notwithstanding anything herein to the contrary, the parties acknowledge and agree that the Intermodal Site and BNSF's development of the Intermodal Site are regulated by other state or federal law, including but not limited to the Interstate Commerce Commission Termination Act of 1995. Nothing in this Agreement or by making a zoning application shall be deemed a waiver by BNSF of any rights or remedies it may have under such other state or federal law, or a waiver of the preemptive effect of such other state or federal law.

11.6 Invalidity of Any Provisions. If for any reason any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

11.7 Headings. The Article and Section headings shall not be treated as a part of this Agreement or as affecting the true meaning of the provisions hereof.

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

11.9 Time. Time is of the essence in this Agreement.

11.10 Consents and Approvals. Wherever in this Agreement it is provided that the City, BNSF or ELHC shall, may or must give its approval or consent, the City, BNSF or ELHC shall not, unless specifically herein provided otherwise, unreasonably withhold, condition, delay or refuse to give such approvals or consents. It is agreed, however, that the sole right and remedy for ELHC, BNSF or the City in any action concerning the other's reasonableness will be action for declaratory judgment and/or specific performance, and in no event shall either such party be entitled to claim damages of any type or nature in any such action.

11.11 Notices. All notices required or desired to be given hereunder shall be in writing and all such notices and other written documents required or desired to be given hereunder shall be deemed duly served and delivered for all purposes if (i) delivered by nationally recognized overnight delivery service; (ii) facsimile (with follow up within one (1) business day by United States Mail); or (iii) delivered in person, in each case if addressed to the parties set forth below:

To the City:

City Administrator
City of Edgerton
City Hall
404 E. Nelson Street
Edgerton, KS 66021
Phone: (913) 893-6231
Fax: (913) 893-6232

With a copy to:	Patrick Reavey Reavey Law, LLC Livestock Exchange Building 1600 Genessee, Suite 303 Kansas City, MO 64102 Phone (816) 474-6300 Fax (816) 474-6302
With a copy to:	Scott W. Anderson SA Legal Advisors LC 8801 Renner Avenue, Suite 403 Lenexa, Kansas 66219 Phone (913) 538-7556 Fax (913) 273-1806 SAnderson@SALegalAdvisors.com
To ELHC:	Edgerton Land Holding Company, LLC Attn: Nathaniel Hagedorn 6300 N. Revere, Ste. 225 Kansas City, MO 64151 Telephone: (816) 888-7381 Facsimile: (816) 888-7399 nathaniel@northpointkc.com
With a copy to:	F. Chase Simmons, Esq. Polsinelli PC 700 W. 47th Street, Ste. 1000 Kansas City, MO 64112 Telephone: (816) 360-4207 Facsimile: (816) 572-5007 csimmons@polsinelli.com
To BNSF:	BNSF Railway Company 2500 Lou Menk Drive, AOB-3 Fort Worth, Texas 76131 Attention: Mark Ude Phone: (817) 352-6470 Fax: (817) 352-2398
With a copy to:	David Rankin, Esq. Senior General Attorney BNSF Railway Company 2500 Lou Menk Drive, AOB-3 Fort Worth, Texas 76131 Phone: (817) 352-2383 Fax: (817) 352-2398

With a copy to: Lewis A. Heaven, Jr., Esq.
Lathrop & Gage LLP
10851 Mastin Blvd., Suite 1000
Overland Park, Kansas 66210-1669
Phone: (913) 451-5100
Fax: (913) 451-0875

All notices given by fax or personal delivery, followed up by regular United States mail, shall be deemed duly given one business day after they are so delivered.

11.12 Entire Agreement. Together with the Exhibits hereto, this Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes and replaces all prior oral or written agreements concerning the subject matter hereof. Provided, however, that this Agreement shall not supersede, modify, amend or otherwise affect any agreement, currently existing or executed in the future, between ELHC, BNSF and the City.

11.13 Subsequent Infrastructure Improvements. The parties recognize and agree that the Projects may eventually require additional off site infrastructure improvements (the "Subsequent Infrastructure Improvements"), but that no such Subsequent Infrastructure Improvements are contemplated under the terms and conditions of this Agreement or the Financing Plan. The parties hereby understand and agree that none of the parties have committed to fund or manage the design, construction or completion of any such Subsequent Infrastructure Improvements. However, the parties hereby agree that they shall use commercially reasonable efforts to cooperate with one another in the design and planning of such Subsequent Infrastructure Improvements, if any, as and when the same are required, however nothing in this sentence shall obligate any party to pay the costs of such Subsequent Infrastructure Improvements.

11.14 Assigns. During the Term of this Agreement, the terms and conditions hereof shall be binding upon the parties and their respective successors and assigns. Nothing in this section shall in any way prevent the lease, alienation or sale of the property in the Site, or any portion thereof, by ELHC or BNSF, nor shall anything in this Section be construed as limiting any rights of any lender or equity partner or investor. Anything contained in this Section to the contrary notwithstanding, (i) no consent shall be required for any pledge of all or any portion of the Site owned by ELHC or BNSF or this Agreement as collateral security, or for any foreclosure sale or deed in lieu thereof or subsequent transfers after such sale or deed in lieu; and (ii) no consent shall be required prior to selling, leasing or transferring any parcel of property within the Site to users for development and use consistent with the Applicable Laws and Requirements, nor shall consent be required in the event that (a) ELHC assigns this Agreement to any entity affiliated with ELHC or any entity in which ELHC, its affiliates or its principals owns 50 percent or more of the ownership interest, or to any lender for the purpose of mortgage financing, (b) BNSF assigns this Agreement to any entity affiliated with BNSF or any entity in which BNSF, its affiliates or its principals owns 50 percent or more of the ownership interest, or to any lender for the purpose of mortgage financing, or (c) ELHC assigns its interests in this Agreement to BNSF (and any subsequent assignment by BNSF to a successor developer). Notwithstanding the foregoing, during the Term of this Agreement, in the event of any transfer permitted by this Section 11.15, the transferee shall assume the rights and obligations set forth in this Agreement in writing. It is understood and agreed that in the event ELHC does not purchase the Logistics Park Site as required by and within the term of the Option, BNSF shall have the exclusive right to transfer and assign the rights, obligations and interests of ELHC herein to a successor developer of its choice, or assume such rights, obligations and interests, without the consent of or further action by ELHC or the City; provided that, in exercising such rights, BNSF shall not assign the vested reimbursement rights of ELHC and its affiliates for reimbursable costs previously incurred. The parties may record a Memorandum of this Agreement in the land records of Johnson County, Kansas. Upon the expiration of the Term or earlier termination of this Agreement, the parties hereby agree to execute and record a release of Memorandum of this Agreement from the land records of Johnson County, Kansas if a Memorandum of this Agreement was recorded.

The Remainder of this Page Left Intentionally Blank

Signature Page for Project Agreement

City:

CITY OF EDGERTON, KANSAS,

a Kansas municipal corporation

[SEAL]

By: ______________________
Donald Roberts
Mayor

ATTEST:

CITY OF EDGERTON
JOHNSON COUNTY
KANSAS

____
Janeice Rawles
City Clerk

"CITY"

Signature Page for Project Agreement

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

ELHC:

EDGERTON LAND HOLDING COMPANY, LLC, a Kansas limited liability company

By: ______________________

Printed Name: Nathaniel Hagedorn

Title: CEO

"ELHC"

Signature Page for Project Agreement

BNSF:

BNSF RAILWAY COMPANY, a Delaware corporation

By: [signature]

Title: VP [illegible]

SCHEDULE 1

DEFINITIONS OF CAPITALIZED TERMS

"Abatements" means, ad valorem real property tax abatements described in Section 7.2 hereof.

"Additional Logistics Park" has the meaning described in Recital B of this Agreement, unless amended pursuant to Section 2.2 of this Agreement.

"Additional Logistics Park Site" has the meaning described in Recital B of this Agreement, unless amended pursuant to Section 2.2 of this Agreement.

"Agreement" means this Amended and Restated Project Agreement (Intermodal Facility/Logistics Park Kansas City) by and between the City, ELHC and BNSF.

"Annexation Agreement" means the Annexation Agreement dated March 25, 2010 among the City, TAG-KC and BNSF.

"Annual Appropriations" means funds budgeted and appropriated for the purpose of paying the amounts described herein during the City's then-current budget year (which is based on a January 1 to December 31 fiscal year), as described in Section 7.5 hereof.

"Applicable Laws and Requirements" means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, and/or determination, including, without limitation, the Kansas Cash Basis Law (K.S.A. § 10-1101, *et. seq.*), the Budget Law (K.S.A. § 75-2529, *et. seq.*) and the Interstate Commerce Commission Termination Act of 1995, as described in Section 9.2 hereof.

"City Approval Period" means period of time for the City to review and approve (or disapprove) the Public 1 Infrastructure Construction Documents as described in Section 5.3 hereof.

"City Public Infrastructure Improvements" means Public Infrastructure Improvements made within the corporate limits of City and over which the City has control through ownership or by acceptance of dedication.

"City Relocation Work" means the Utility Facilities to be removed, relocated, rebuilt or altered, as described on Exhibit I attached hereto and described in Section 6.2 hereof.

"City Utility Easement" means City's easements that run on, across, through and under the Site, as described in Exhibit I attached hereto and described in Section 6.2 hereof.

"City Utility Facilities" means City's utility lines and related facilities owned and/or operated by the City, as described in Exhibit I attached hereto and described in Section 6.1 hereof.

Closed Streets" means the streets located within the Site as identified on Exhibit K attached hereto, to be closed as set forth in Section 6.4 hereto.

"Contractor(s)" means the one or more general contractors for the construction of the TAG-KC Infrastructure Improvements, as described in Section 5.5 hereof.

"County" means Johnson County, Kansas.

"Development Plan" means the plan which is described in Recital F and described in Section 2.1 hereof.

"Effective Date" means the date of this Agreement first above written.

"Electrical Specifications" means the specifications and requirements for electrical service to the Site described in Section 6.1(a) hereof.

"Financing Plan" means that certain Amended and Restated Public Infrastructure Financing Plan entered into among the City, ELHC and BNSF contemporaneously herewith.

"Governmental Authority" or **"Governmental Authorities"** means any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, departments, bodies or authorities of any nature whatsoever of any governmental unit (federal, state, county, district, municipality, city or otherwise), which have jurisdiction over the Site or the parties.

"Infrastructure Abatements" means those certain abatements of ad valorem property taxes for each building or project in the Logistics Park to be granted to ELHC by the City pursuant to **Section 2(v)** of the Financing Plan.

"Infrastructure Concept Plans" means the conceptual plans attached to this Agreement as Exhibit H-2, and described in Section 5.2 hereof.

"Intermodal Facility" means the facility which BNSF intends to develop and construct adjacent to the BNSF rail line as described in Recital B of this Agreement.

"Logistics Park" means, together, the Original Logistics Park and the Additional Logistics Park.

"Logistics Park Site" means, together, the Original Logistics Park Site and the Additional Logistics Park Site.

"LPKC Improvements" means the improvements required in connection with the Logistics Park as described on **Exhibit F** attached hereto and described in Section 4.3 hereto.

"Original Logistics Park" has the meaning described in Recital B of this Agreement.

"Original Logistics Park Site" has the meaning described in Recital B of this Agreement.

"Origination Fee(s)" means those certain fees to be paid by ELHC in connection with the Infrastructure Abatements as set forth in **Section 2** of the Financing Plan.

"Permit and Review Consultant" means the City agrees not to unreasonably withhold, condition or delay any and all approvals, permits, and plan reviews necessary in connection with the TAG-KC Infrastructure Improvements and the LPKC Improvements. In connection with such reviews, the City shall designate a point of contact for TAG-KC's permits and reviews, which point of contact may be a City employee or employee's, and/or a third party consultant to expedite the review process for all such approvals, permits and plan reviews, as described in Section 6.5 hereof.

"Person" means any natural person, firm, partnership, association, corporation, limited liability company, trust, entity, public body or government or other entity.

"Preliminary Infrastructure Improvements Schedule" means the schedule for construction of the Public Infrastructure Improvements described in **Section 5** of the Financing Plan.

"Public Funding" means public financial assistance to the project provided by the State of Kansas, the County, and/or the City as set forth in the Financing Plan.

"Public Infrastructure Improvement Costs" means the project costs related to the Public Infrastructure Improvements as described in **Section 7.3** hereof.

"Public Infrastructure Improvements" shall have the meaning given to such term in **Section 1** of the Financing Plan.

"Infrastructure Construction Documents" means construction documents for the Public Infrastructure Improvements, as described in **Section 5.3** hereof.

"Vacated Streets" means those certain streets located within the Site as identified on Exhibit K attached hereto and described in **Section 6.4** hereto.

"Water District" means Water District No. 7, Johnson County, Kansas.

"Water District Easements" means those certain Water District No. 7 rights of way and in easements that run on, across, through and under the Site, as described in Exhibit J attached hereto and described in Section 6.3 hereto.

"Water District Facilities" means Water District No. 7's water mains and related facilities described in **Exhibit J** attached hereto and described in **Section 6.3** hereof.

"Water District Relocation Work" means that as part of the removal, relocation, rebuilding or alteration of the Water District Facilities, as described on **Exhibit J** attached to and described in **Section 6.3** hereof.

Project Plan Exhibits

A-1. BNSF Site – Map

A-2. BNSF Site – Legal Description

B. Intermodal Site

C. Original Logistics Park Site

D. Development Plan

E. LPKC Improvements

F. Schedule of Permit and Review Fees

G. Not Used

H-1. Additional Logistics Park Site

H-2. Additional Logistics Park Description

I. Utility Easements/Relocation Work

J. Water District Easements/Relocation Work

K. Vacated Streets

L. Not Used

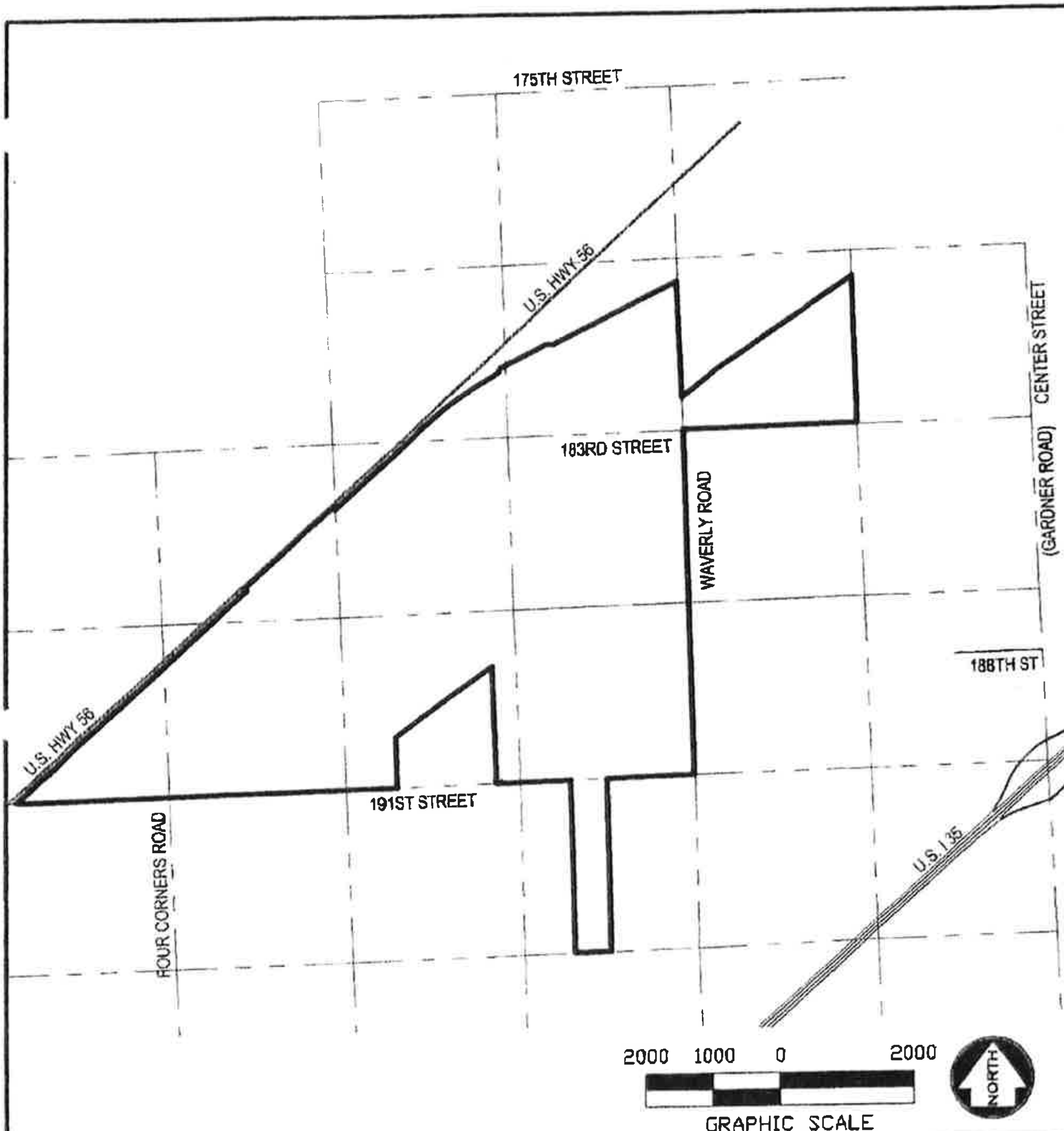
M. Certificate Amending Description of Logistics Park Site

N. Not Used

O-1.2 On file with City of Edgerton

Exhibit A-1

BNSF Site - Map



LOGISTICS PARK KC

THE ALLEN GROUP

SKW

SHAFER, KLINE & WARREN, INC.

THE SITE - MAP

EXHIBIT A-1

Exhibit A-2

BNSF Site - Legal Description

Revised:	September 11, 2008
City/County:	Johnson County, Kansas (West of Gardner)
Section:	Section 34, SW. 1/4 of Section 26, South 1/2 of Section 27, SW. 1/4 and East 1/2 of
Section 33,	All Being in being in Township 14 South, Range 22 East, ALSO the NE. 1/4 of Section 3, Township 15 South, Range 22 East
General Area:	Gardner Kansas - 191st Street and Four Corners Road
Specific Purpose:	TRACT 7 - Includes Tracts 1, 2, 3-Parcel 1, 4, 5 and 6, of Gardner, Kansas, BNSF Intermodal Site. Excludes the former Norman Tract 3-Parcel 2 acquired by The Allen Group.

All that part of Section 34, the Southwest Quarter of Section 26, the South Half of Section 27, the Southwest Quarter and East Half of Section 33, being in Township 14 South, Range 22 East, Johnson County, Kansas, together with a portion of the Northeast Quarter of Section 3, Township 15 South, Range 22 East in said County and State, all being more particularly described as follows:

Beginning at the Northeast corner of the Northeast Quarter of said Section 34; thence South 01 degree 56 minutes 21 seconds East along the East line of said Quarter Section, a distance of 2,652.11 feet to the Southeast corner of said Northeast Quarter, being also Northeast corner of the Southeast Quarter of said Section 34; thence South 01 degree 56 minutes 06 seconds East along the East line of said Quarter Section, a distance of 2,651.94 feet to the Southeast corner of said Southeast Quarter; thence South 88 degrees 09 minutes 02 seconds West along the South line of said Quarter Section, a distance of 1,316.87 feet to the Southwest corner of the East Half of the Southeast Quarter of said Section 34, being also the Northeast corner of the of the West Half of the Northeast Quarter of said Section 3; thence South 01 degrees 20 minutes 28 seconds East along the East line of the West Half of the Northeast Quarter of said Section 3, a distance of 2,666.23 feet to the Southeast Corner of the West Half of the Northeast Quarter of said Section 3; thence South 88 degrees 20 minutes 46 seconds West along the South line of the West Half of said Northeast Quarter, a distance of 540.09 feet to the Southeast Corner of the West 768.4 feet of the Northeast Quarter of said Section 3; thence North 01 degree 31 minutes 15 seconds West along the East line of the West 768.4 feet of said Northeast Quarter, a distance of 2,664.32 feet to the Northeast Corner of the West 768.4 feet of the Northeast Quarter of said Section 3, being also a point on the South line of the Southeast Quarter of said Section 34; thence South 88 degrees 09 minutes 02 seconds West along the South line of Southeast Quarter of said Section 34, a distance of 768.41 feet to the Southwest corner of the Southeast Quarter of said Section 34, being also the Southeast corner of the Southwest Quarter of said Section 34; thence South 88 degrees 10 minutes 27 seconds West along the South line of the Southwest Quarter of said Section 34, a distance of 360.36 feet to the Southeast corner of the tract of land described as the J. A. Pearce Tract in the 1892 Re-Survey of said Section 34; thence North 02 degrees 16 minutes 32 seconds West along East line of said J. A. Pearce Tract, a distance of 1,813.21 feet; thence South 53 degrees 52 minutes 24 seconds West, no longer along the East line of said J. A. Pearce Tract, a distance of 1,824.27 feet to a point on the West line of said J. A. Pearce Tract, said point being 785.11 feet North of the Southwest corner of said J. A. Pearce Tract, as measured along the West line thereof; thence South 01 degree 52 minutes 40 seconds East along the West line of said J. A. Pearce Tract, a distance of 785.11 feet to the Southwest corner thereof. being also a point on the South line of the Southwest Quarter of said Section 34; thence South 88 degrees 10 minutes 27 seconds West along the South line of the Southwest Quarter of said Section 34, a distance of 754.38 feet to

LOGISTICS PARK KC

THE ALLEN GROUP

SHAFER, KLINE & WARREN, INC.

THE SITE - LEGAL DESCRIPTION

EXHIBIT A-2

the Southwest corner of the Southwest Quarter of said Section 34, being also the Southeast corner of the Southeast Quarter of said Section 33; thence South 88 degrees 33 minutes 21 West along the South line of said Quarter Section, a distance of 2,634.02 to the Southwest corner of the Southeast Quarter of said Section 33, being also the Southeast corner of the Southwest Quarter of said Section 33; thence South 88 degrees 17 minutes 30 seconds West along the South line of said Quarter Section, a distance of 2,107.45 feet to a point on the Southeasterly right-of-way line of the most Northwesterly tracks of the B.N.S.F. Railroad (being the most Northwesterly of the two B.N.S.F. Railroad tracks as they now exist through said Sections 26, 27, 33 and 34 and formerly being the Atchison, Topeka and Santa Fe Railroad Company), said point being 65 feet Southeasterly of the centerline of the main track of said railroad, as measured perpendicular to the centerline thereof; thence Northeasterly along the Southeasterly right of way line of the most Northwesterly tracks of said B.N.S.F. Railroad, the following courses and distances; thence North 46 degrees 47 minutes 43 seconds East, 65 feet Southeasterly of and parallel with the centerline of said main track, a distance of 2,783.57 feet to a jog in said Southeasterly right of way line, being also a point on the East line of the Southwest Quarter of said Section 33; thence North 02 degrees 24 minutes 33 seconds West along the East line of the Southwest Quarter of said Section 33, being also along a jog in said Southeasterly right of way line, a distance of 19.81 feet to a point 50 feet Southeasterly of the centerline of the main track of said railroad, as measured perpendicular to the centerline thereof; thence North 46 degrees 47 minutes 43 seconds East, 50 feet Southeasterly of and parallel with the centerline of said main track, a distance of 1,791.25 feet to a jog in said Southeasterly right of way line; thence South 43 degrees 12 minutes 17 East, perpendicular to the last described course and being along a jog in said Southeasterly right of way line, a distance of 50 feet to a point 100 feet Southeasterly of the centerline of the main track of said railroad, as measured perpendicular to the centerline thereof; thence North 46 degrees 47 minutes 43 seconds East, 100 feet Southeasterly of and parallel with the centerline of said main track, a distance of 1,670.24 feet to a jog in said Southeasterly right of way line, being also a point on the East line of the Northeast Quarter of said Section 33; thence North 02 degrees 35 minutes 02 seconds West along the East line of the Northeast Quarter of said Section 33, being also along a jog in said Southeasterly right of way line, a distance of 65.87 feet to a point 50 feet Southeasterly of the centerline of the main track of said railroad, as measured perpendicular to the centerline thereof; thence North 46 degrees 47 minutes 43 seconds East, 50 feet Southeasterly of and parallel with the centerline of said main track, a distance of 1,851.68 feet; thence Northeasterly along a curve to the right, tangent to the last described course and 50 feet Southeasterly of and coincident with the centerline of said main track, having a radius of 5,776.69 feet and a central angle of 14 degrees 59 minutes 22 seconds, an arc length of 1,511.27 feet to a jog in said Southeasterly right of way line, being also a point on the East line of the Southwest Quarter of said Section 27; thence South 01 degree 56 minutes 18 seconds East along the East line of the Southwest Quarter of said Section 27, being also along a jog in said Southeasterly right of way line, a distance of 55.82 feet to a point 100 feet Southeasterly of the centerline of the main track of said railroad, as measured radially to the centerline thereof; thence Northeasterly along a curve to the right, said curve being 100 feet Southeasterly of and coincident with the centerline of said main track, having an initial tangent bearing of North 61 degrees 32 minutes 15 seconds East, a radius of 5,726.69 feet and a central angle of 01 degrees 37 minutes 04 seconds, an arc length of 161.70 feet; thence North 63 degrees 09 minutes 19 seconds East, tangent to the last described curve and being 100 feet Southeasterly of and parallel with the centerline of the main track of said railroad, a distance of 835.32 feet to a jog in said Southeasterly right of way line, being also a point on the North line of the South Half of the Southeast Quarter of said Section 27; thence South 88 degrees 25 minutes 01 seconds West along the North line of the South Half of the Southeast Quarter of said Section 27, being also along a jog in said Southeasterly right of way line, a distance of 117.16 feet to a point 50 feet Southeasterly of the centerline of the main track of said railroad, as measured perpendicular to the centerline thereof; thence North 63 degrees 09 minutes 19 seconds East, along a line 50 feet Southeasterly of and parallel with the centerline of the main track of said railroad, a distance of 2,035.09 feet to a point on the East line of the Southeast Quarter of said Section 27; thence South 02 degrees 08 minutes 36 seconds East along the East line of the Southeast Quarter of said Section 27, being no longer along the Southeasterly right of way line of the most Northwesterly tracks of said B.N.S.F. Railroad, a distance of 1,602.74 feet to a point on the Southeasterly right-of-way line of the most Southeasterly tracks of the B.N.S.F. Railroad (being the most Southeasterly of the two B.N.S.F. Railroad tracks as they now exist through said Sections 26, 27, 33 and 34 and formerly being the Atchison, Topeka and Santa Fe Railroad Company), said point being 50 feet Southeasterly of the centerline of the main track of said railroad, as measured perpendicular to the centerline thereof; thence North 55 degrees 20 minutes 16 seconds East along the Southerly right-of-way line of said railroad, 50 feet Southeasterly of and parallel with the centerline of the main track of said railroad, a distance of 3,086.04 feet to a point on the East line of the Southwest Quarter of said Section 26; thence South 02 degrees 00 minutes 12 seconds East along the East line of the Southwest Quarter of said Section 26, a distance of 2,273.43 feet, to the Southeast corner of the Southwest Quarter of said Section 26; thence South 88 degrees 32 minutes 09 seconds West along the South line of said Section 26, a distance of 2,596.81 to the Point of Beginning. Subject to all covenants, restrictions, reservations and easements now of record thereon.

ALSO INCLUDING:

All of the right-of-way as presently established for the most Northwesterly tracks of the B.N.S.F. Railroad (being the most Northwesterly of the two B.N.S.F. Railroad tracks (formerly being the Atchison, Topeka and Santa Fe Railroad Company), as said right-of-way now exists through the West Half of Section 26, the South Half of Section 27, the Northwest Quarter of Section 34, the Northeast Quarter and South Half of Section 33, ALSO, all of the right-of-way as presently established for the most Southeasterly tracks of the B.N.S.F. Railroad (being the most Southeasterly of the two B.N.S.F. Railroad tracks (formerly being the Atchison, Topeka and Santa Fe Railroad Company), as said right-of-way now exists through the Southwest Quarter of said Section 26, being in all Township 14 South, Range 22 East in Johnson County, Kansas.

Containing a net area of 43,733,159 square feet or 1,003.975 acres, more or less, said net area includes the existing right-of-way reserved for 183rd Street and Four Corners Road and also includes the aforesaid B.N.S.F. Railroad right-of-way EXCEPT that part of said most Southeasterly tracks in said Section 26 and EXCEPT that part of said most Northwesterly tracks in said Sections 26, 27, 33 and 34. Said net area also EXCLUDES the existing right-of-way reserved for Waverly Road and 191st Street.

\\Le-project\projects\107017-000_Legal\Property Descriptions\Public Infrastructure Improvements.wpd

LOGISTICS PARK KC

THE ALLEN GROUP

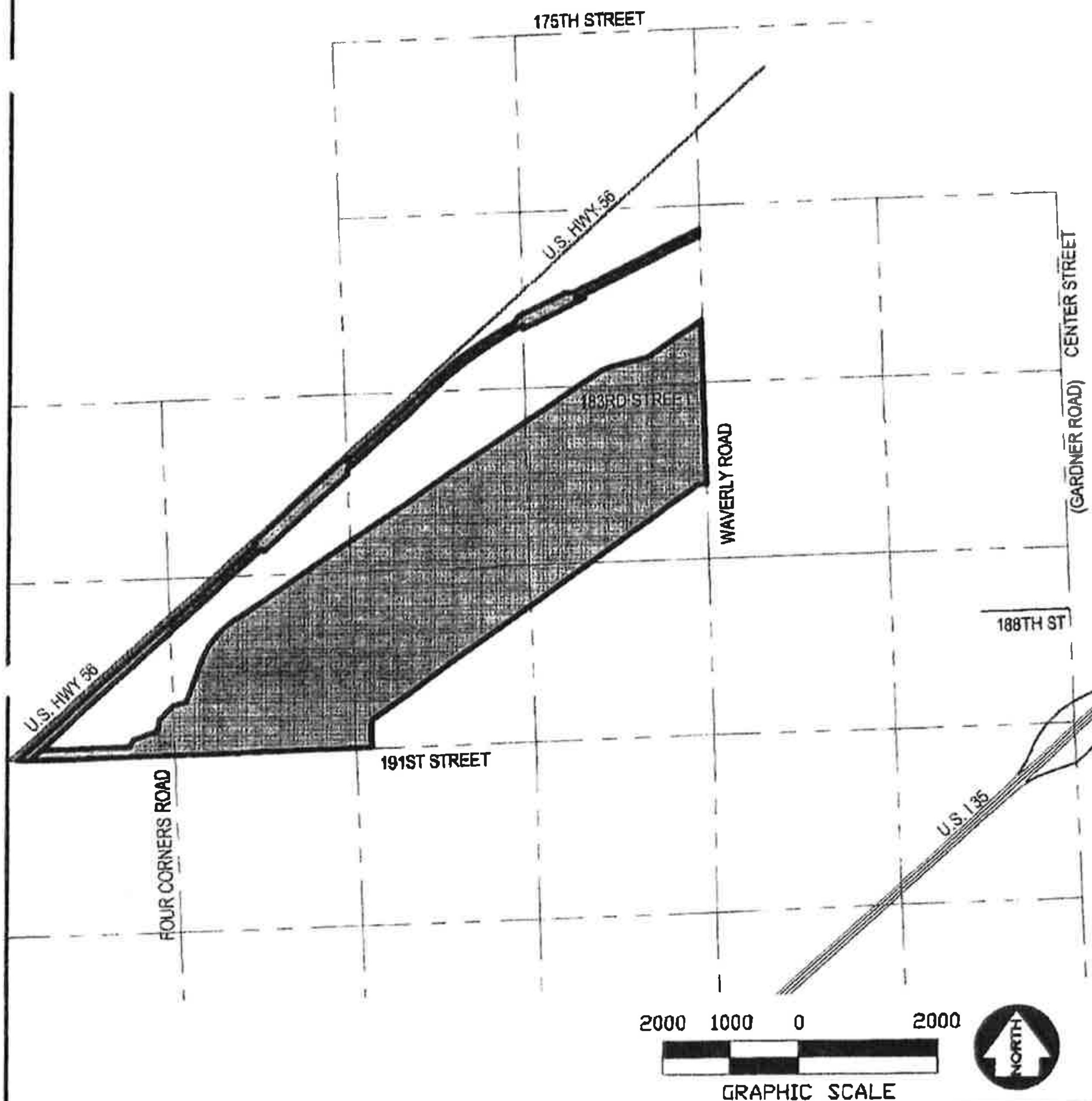
SHAFER, KLINE & WARREN, INC.

THE SITE – LEGAL DESCRIPTION

EXHIBIT A-2

Exhibit B

Intermodal Site



LOGISTICS PARK KC

THE ALLEN GROUP

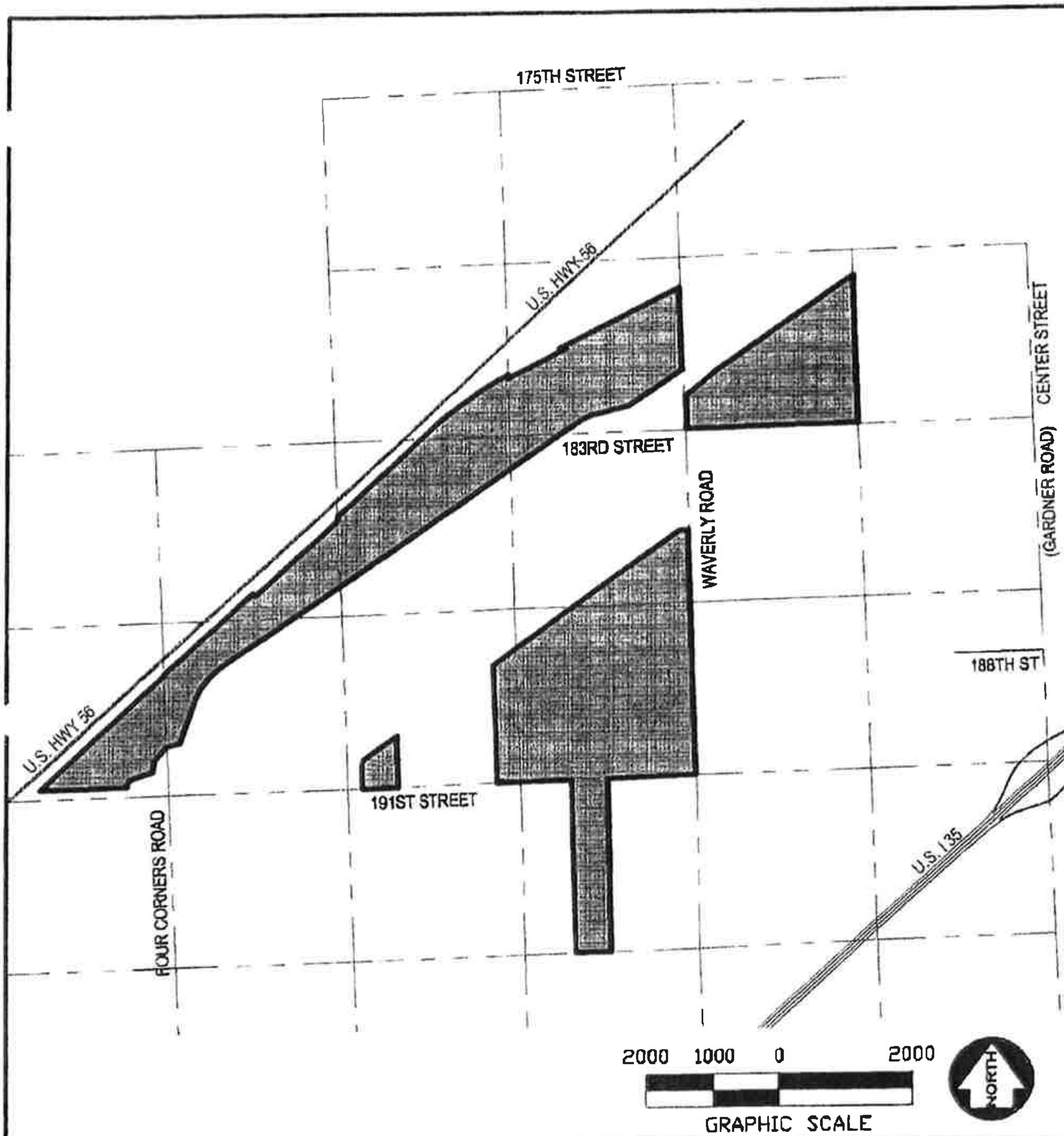
SHAFER, KLINE & WARREN, INC.

INTERMODAL SITE

EXHIBIT
B

Exhibit C

Original Logistics Park Site



LOGISTICS PARK KC

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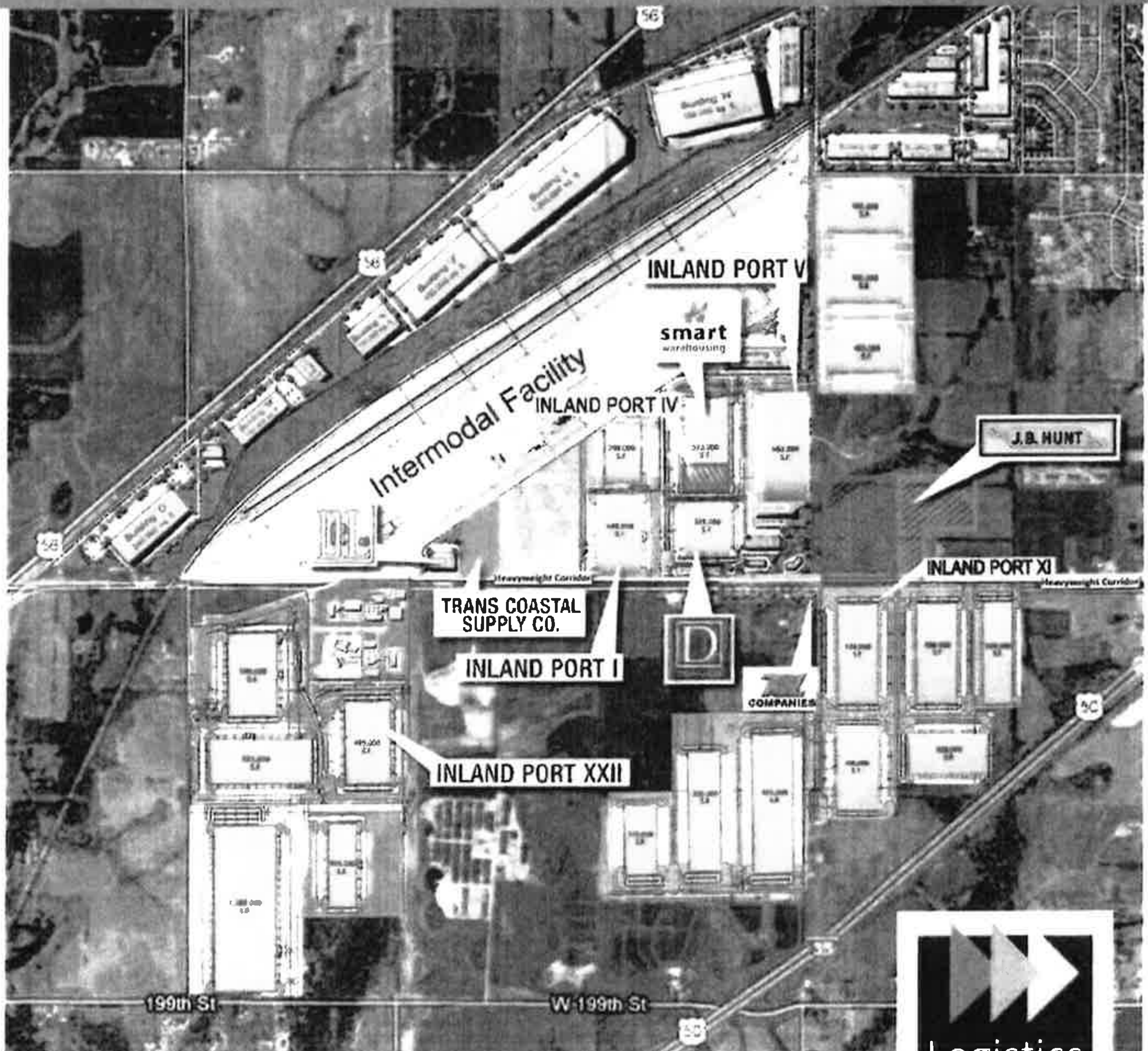
EXHIBIT C

LOGISTICS PARK SITE

Exhibit D

Development Plan

Logistics Park Kansas City
Proposed Conceptual



Logistics PARK KANSAS CITY

BNSF RAILWAY | JLL | global routes. local roots

Exhibit E

LPKC Improvements

Logistics Park Kansas City
Proposed Conceptual

BNSF RAILWAY | JLL | global routes. local roots

Exhibit F

Schedule of Permit and Review Fees

EXHIBIT F
CITY OF EDGERTON
SCHEDULE OF PERMIT & REVIEW FEES

Assumption:

1. Average building, per absoprtion model, is 658,600 SF on a 37.8 acre lot.
2. Average building improvements are $29,637,000.
3. Assumed water meter size of 2".
4. Assume all fees apply for "worst case scenerio".
5. Assume 25 Lots
6. Assume Public Improvement Inspection Fees fro Street, Stormwater, Water & Sanitary Sewer are part of Plan of Finance
7. Assume new street light fee is part of Plan of Finance

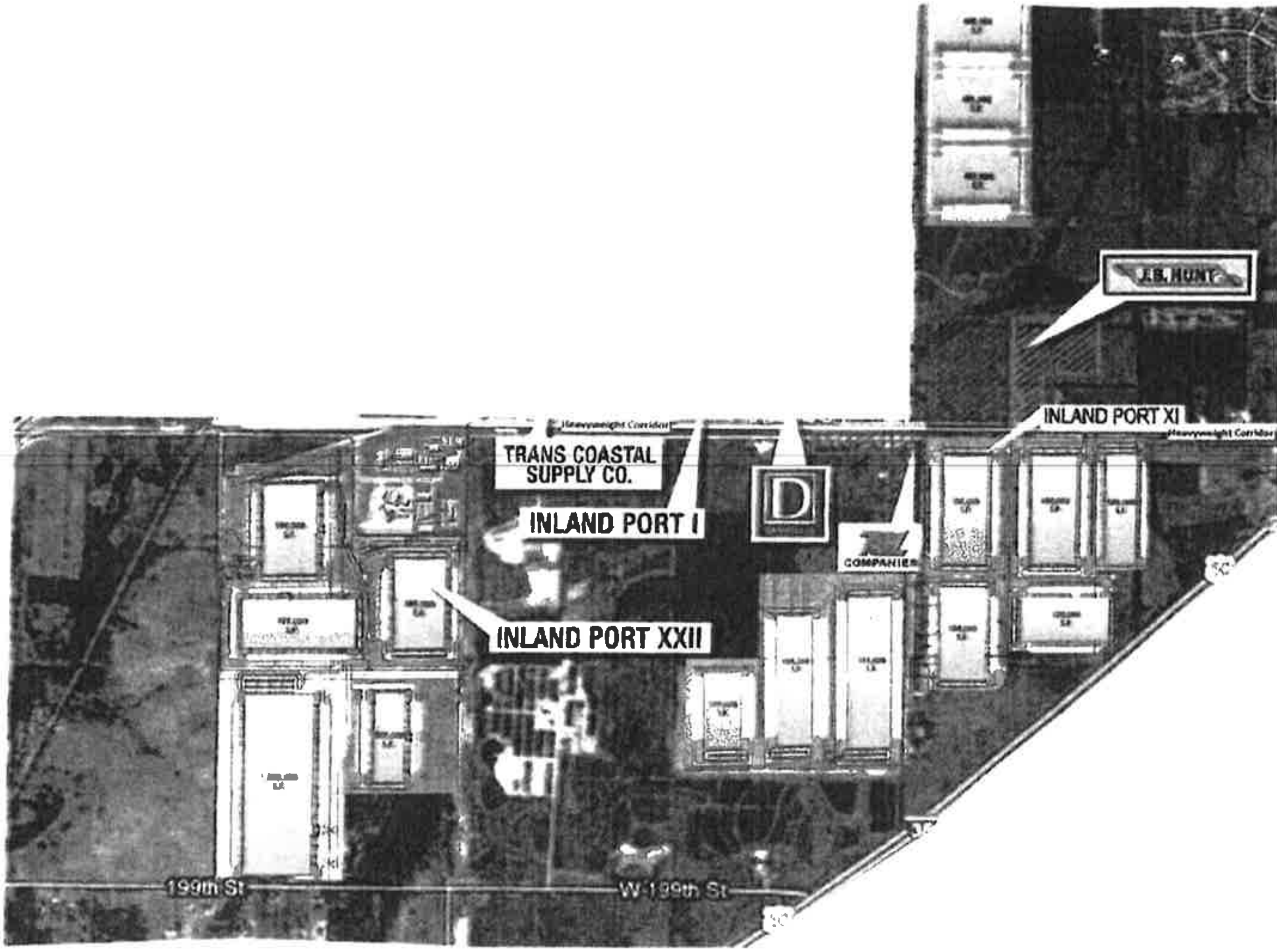
City of Edgerton Fee Structure		
Fee Description/Appication	Fee Structure	Fee Calculation
Board of Zoning Appeals Fee	$100.00	$100.00
Board of Zoning Appeals Variance Fee	$100.00	$100.00
Preliminary Plat	$300 + $10 per lot	$550.00
Final Plat	$300.00 + $10 per lot	$550.00
Rezoning	$250.00	$250.00
Site Plan	$200 + $10 per acre	$578.00
Conditional Use Permit	$250.00	$250.00
Special Use Permit	$250.00	$250.00
Planned Unit Development/ Preliminary Plat Fee	$200 + $2 per lot	$250.00
Planned Unit Development/ Final Plan	$300 + $5 per lot	$425.00
Plat Excise Tax	$0.10 per S.F. of plat	$164,656.80
Park Impact Fee (Industrial)	$0.08 per S.F. of building	$52,688.00
Sign Permit (monument)	$35.00	$35.00
Sign Permit (façade/ wall sign)	$35.00	$35.00
	Total	$220,717.80 (estimate per building)

Exhibit G

Not Used

Exhibit H-1

Additional Logistics Park Site



Heavyweight Corridor
TRANS COASTAL SUPPLY CO.
INLAND PORT I
D
COMPANIES
INLAND PORT XI
Heavyweight Corridor
J.B. HUNT
INLAND PORT XXII
199th St
W 199th St

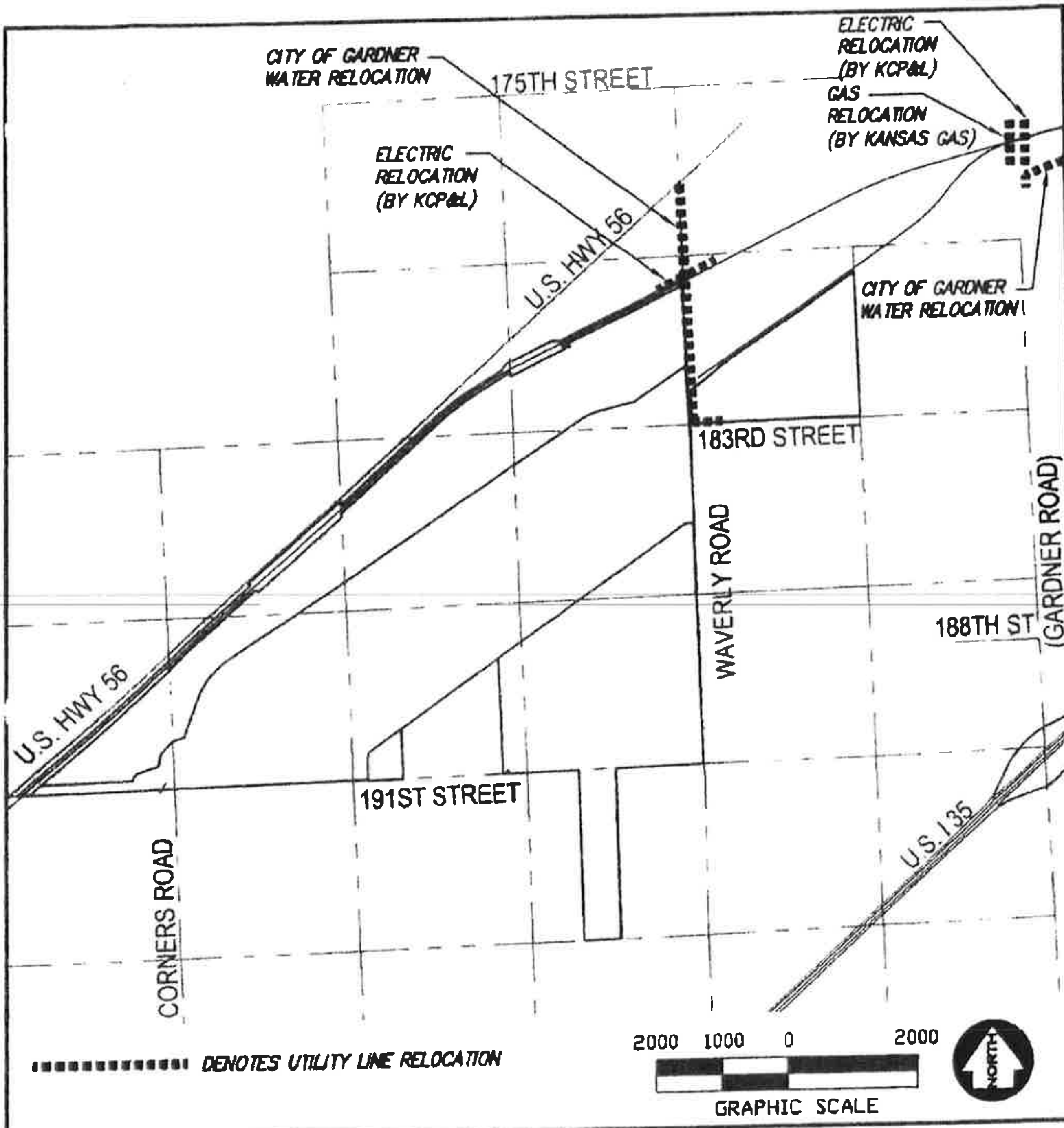
Exhibit H-2

Additional Logistics Park Legal Description

Highway 56 to the north, Interstate 35 to the south, Four Corners Road to the west and a line running north south that is approximately ½ mile east of Waverly Road to the east.

Exhibit I

Utility Easements/Relocation Work



LOGISTICS PARK KC

THE ALLEN GROUP

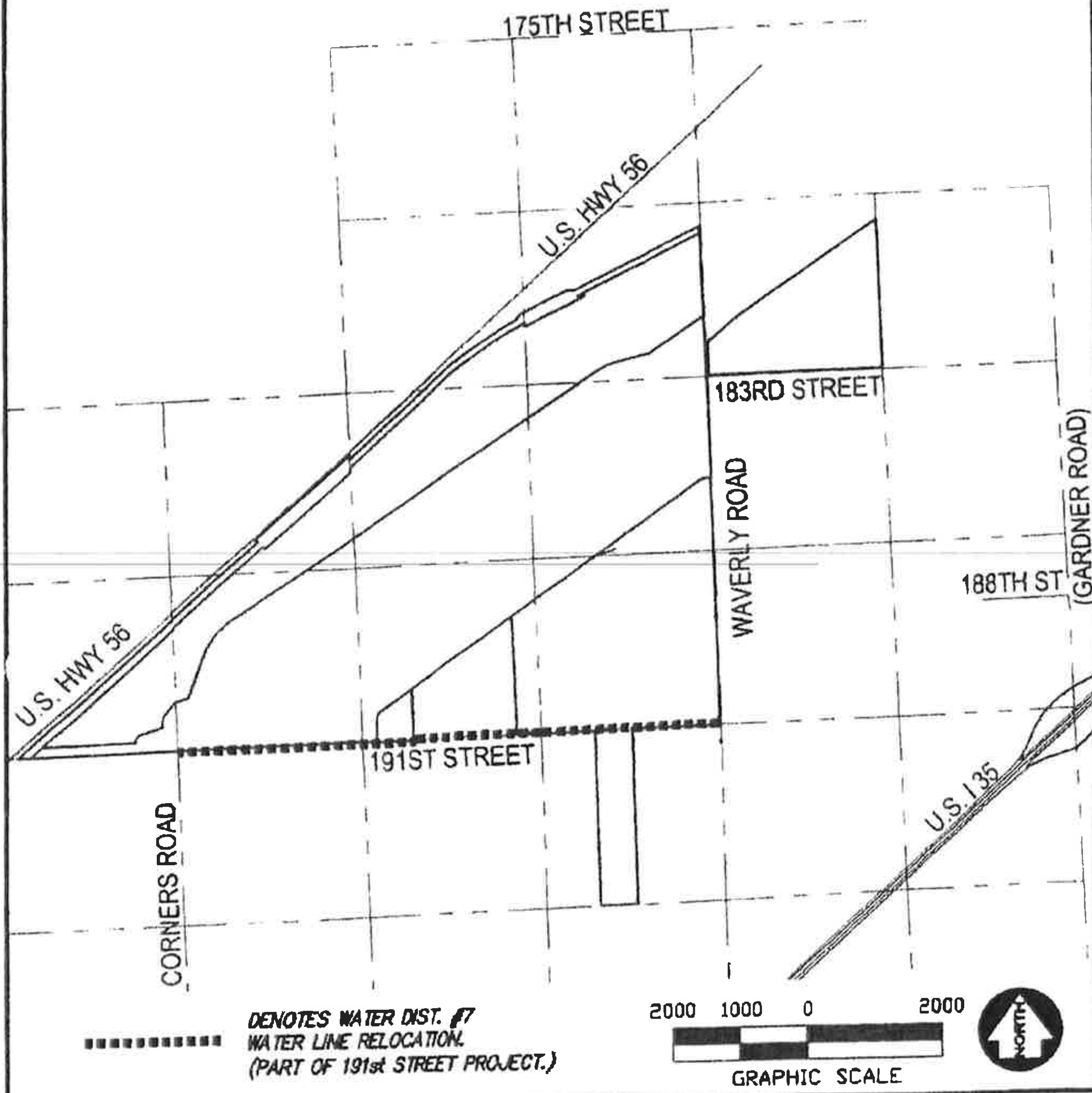
SKW
SHAFER, KLINE & WARREN, INC.

UTILITY EASEMENT/RELOCATION WORK

EXHIBIT
I

Exhibit J

Water District Easements/Relocation Work



LOGISTICS PARK KC

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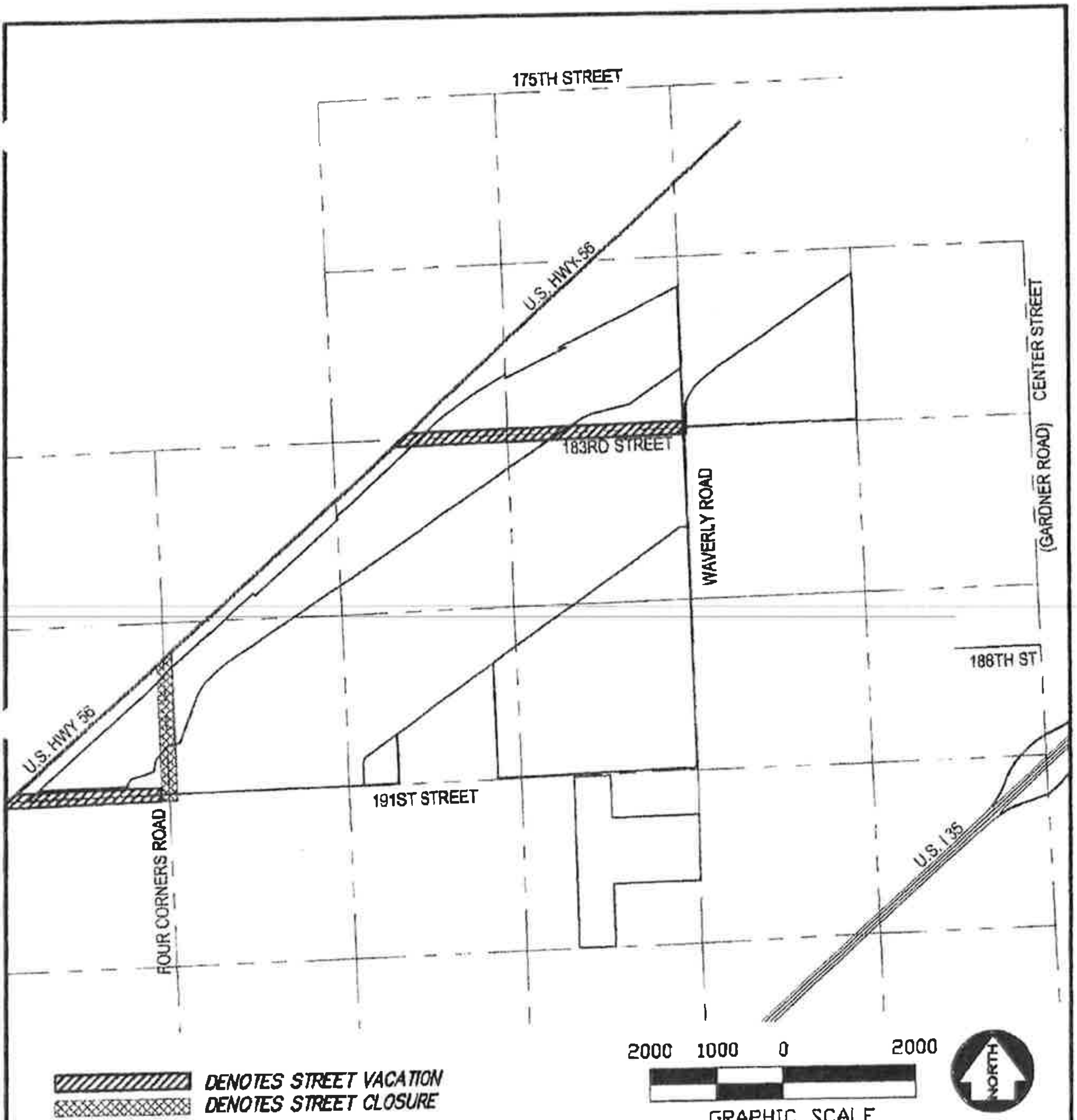
SKW
SHAFER, KLINE & WARREN, INC.

WATER DIST. EASEMENTS/RELOCATION WORK

EXHIBIT
J

Exhibit K

Vacated Streets



LOGISTICS PARK KC

THE ALLEN GROUP

SHAFER, KLINE & WARREN, INC.

STREET VACATION AND STREET CLOSURE PLAN

EXHIBIT K

Exhibit L

Not Used

Exhibit M

Certificate Amending Description of Logistic Park Site

Exhibit M

Amendment of Original Logistics Park and Original Logistics Park Site

Pursuant to **Section 2.2** of the Project Agreement, the City, BNSF and ELHC agree that the description of the Additional Logistics Park and the Additional Logistics Park Site is amended to the description attached to this Certificate. The description attached to this Certificate does not extend beyond Highway 56 to the north, Interstate 35 to the south, Four Corners Road to the west and Gardner Road to the east.

CITY OF EDGERTON, KANSAS, a Kansas municipal corporation

[SEAL]

By: ______________________________
Mayor

ATTEST:

____
City Clerk

BNSF RAILWAY COMPANY, a Delaware corporation

By: ______________________________

Printed Name: ______________________________

Title: ______________________________

EDGERTON LAND HOLDING COMPANY, LLC, a Kansas limited liability company

By: ______________________________

Printed Name: ______________________________

Title: ______________________________

Exhibit N

Not Used

Exhibit O-1.2

On file with City of Edgerton

VILLAGE OF ELWOOD, ILLINOIS -- JOB DESCRIPTION

JOB TITLE: Village Administrator

DEPARTMENT: Administration

SUPERVISOR: Village Board of Trustees

DATE OF LAST REVISION: 08/02/2016

POSITION SUMMARY:

The Village Administrator is responsible for planning, organizing, and managing all Village services and functions including those performed within the Administration, Finance, Police, and Public Works departments. The work is performed under the direction of the Village President and Board of Trustees.

ESSENTIAL JOB FUNCTIONS:

- Supervises Department Heads and Administrative staff in determining program priorities and schedules to meet assigned responsibilities; coordinates activities of the various departments to assure maximum utilization of available staff and material resources and minimize duplication of effort; observes, reviews, and evaluates performance of staff; develops projections for staffing needs; interviews and hires applicants for vacant staff positions, subject to necessary approvals as required by Village Code;
- Provides leadership and direction in the development of short and long-range plans: gathers, interprets, and prepares data for studies, reports and recommendations; coordinates department activities with other departments and agencies as needed;
- Monitors all financial activities of the Village; consults with advises the Village Finance Consultant as necessary regarding organization investment programs; reviews and approves all purchase orders submitted by departments;
- Oversees the preparation of the annual budget; develops anticipated revenue estimates generated by the Village from all sources; receives budget documents from each department; discusses budget with the Village Board and individual Department Heads to arrive at a projected budget within anticipated revenues; oversees the preparation of the budget and tax levy ordinances;
- Attends all meetings of the Board of Trustees and committees making special reports or recommendations; recommends adoption of such ordinances and resolutions as deemed necessary or expedient;
- Implements policies established by the Village Board of Trustees for operation of the organization; develops, administers, and enforces necessary rules, regulations, and guidelines to accompany new policy;
- Makes recommendations concerning compensation for each Department Head and employed position in the service of the Village, including minimum and maximum rates; responsible for overseeing labor relations including negotiations and the administration of collective bargaining agreements involving Village employees;

- Represents the Village at civic functions; maintains sound working relationships and positive public relations with the community at large including developers, business owners, and residents; investigates major complaints and discusses problems with concerned parties to arrive at an equitable solution;
- In cases of emergency, this person must be available 24/7;
- Maintain knowledge of federal and state requirements as well as current Village management trends and developments; attends seminars and conferences in order to enhance knowledge and professional expertise; and
- Performs such other duties consistent with the ordinances of the Village and laws of the State of Illinois, as the Village President and Board of Trustees may direct or delegate from time to time.

FINANCIAL AUTHORITY:

- Developing and Monitoring budget items
- Purchasing large items with Board approval

SUPERVISORY RESPONSIBILITIES:

- Directly supervises department head managers and office staff

EDUCATIONAL REQUIREMENTS:

Must have an undergraduate degree from a four-year college or university with major course work in public or business administration, political science, or a related field, supplemented by a Master's degree in public or business administration or closely related field. ICMA accreditation, preferred.

SPECIAL SKILLS, KNOWLEDGE, OR EXPERIENCE REQUIREMENTS:

Position requires a seven years of progressive administrative or professional experience in local government with at least five years of managerial experience. Knowledge of public administration and its applications to local government. Knowledge of general management and organization principles and practices. Knowledge of basic laws, principles, and regulations underlying the municipal corporation. Knowledge of data processing systems, computers and networks. Ability to analyze complex public policy issues and problems and develop solutions. Excellent oral and written communication skills and the ability to work independently. Ability to establish and maintain effective working relationships with the Village Board, elected officials, employees, and the public.

Data Utilization:
Requires the ability to perform mid to upper level data analysis including the ability to coordinate, strategize, systematize, and correlate using discretion in determining time, place and/or sequence of operations within an organizational framework. Requires the ability to implement decisions based on such data and to oversee the execution of these decisions.

Human Interaction:
Ability to manage and direct a group of workers, including the ability to provide counseling, mediation, and mentoring. Ability to persuade, convince and train others. Requires the ability to interpret and provide advice regarding the application of policies, procedures, and standards to specific situations.

Requires the ability to communicate both orally and in writing with the Village President, Board of Trustees, all Village departments and personnel, citizens, residents, other local government agencies, the media, and the public.

Verbal Aptitude:
Requires the ability to utilize a variety of reference, descriptive and/or advisory data and information such as Board reports, budgets, legal information, training materials, reports, analyses, appraisals, evaluations, contracts, ordinances, laws, plans, maps, financial statements, statutes, procedures, guidelines and non-routine correspondence.

Equipment, Machinery, Tools, and Materials Utilization:
Requires the ability to operate, calibrate, tune and synchronize, and perform complex rapid adjustment on office equipment and software such as computers, and other office machines, job-related software, and/or related materials used in performing essential job functions.

Mathematical Aptitude:
Requires the ability to perform addition, subtraction, multiplication, and division; and calculate percentages and decimals.

Functional Reasoning:
Requires the ability to apply principles of influence systems such as supervision, managing, leading, teaching, directing, planning, coordinating, and controlling. Ability to exercise independent judgment to apply facts and principles for developing approaches and techniques to problem resolution.

Situational Reasoning:
Requires the ability to exercise the judgment, decisiveness, negotiation and creativity required in critical and/or unexpected situations involving moderate risks to the organization.

CERTIFICATES AND/OR LICENSES:

- None

OPERATING EQUIPMENT REQUIREMENTS:

- Microsoft software
- General office equipment

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus. The noise level in the work environment is usually moderately quiet.

PHYSICAL ACTIVITIES:

Individual must be able to perform the following physical activities with reasonable accommodation:

Physical Activity	Not Required	Required	Occasional (less than 2.5 hours per day)	Frequently (more than 2.5 hours but less than 5 hours per day)	Continuous (more than 5 hours per day)
Climbing	X		X		
Balancing	X		X		
Stooping	X		X		
Kneeling	X		X		
Crouching	X		X		
Crawling	X		X		
Reaching	X		X		
Standing	X		X		
Walking	X		X		
Sitting	X		X		
Pushing 5 lbs.	X		X		
Pulling 5 lbs.	X		X		
Lifting 25 lbs.	X		X		
Carrying 25 lbs.	X		X		
Grasping	X		X		
Feeling	X		X		
Talking		X			X
Driving	X		X		
Hearing/Listening		X			X
Seeing/Observing		X			X
Repetitive Motions		X			X
Typing		X			X
Working at Computer		X			X
Using Vibrating Tools	X		X		

Using Heavy Tools/Equipment	X		X		

SELECTION GUIDELINES

Formal application, oral interview, reference check, criminal background check, drug testing, physical examination and other job-related tests may be required for this position.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

PAY GRADE: Pay classification as determined by pay structure
FLSA: Exempt
EMPLOIYMENT CLASSIFICATION: Full-time

Village President Approval:______________________________

Date Approved:______________________________

Marian T. Gibson

PROFESSIONAL EXPERIENCE:

- **Village Administrator, Berkeley, IL- January, 2014 to Present**
  Responsible for the daily operations of the Village Staff to implement the policies of the Village Board. The Village of Berkeley is a community of 5200 residents. There is a good mix of commercial and industrial land uses. Berkeley is a full service community with Public Works, Police, Fire and Administration Departments.

Interim Positions-May, 2013 to May, 2014

- Interim Human Resources Director- Village of Oswego. Conducted administration of daily Human Resources functions including recruitment process for Assistant Village Administrator/Human Resources Director and Public Works Director positions. Finalized Public Works Safety Manual.

- Interim Village Planner-Village of Itasca-Reviewed all zoning cases and prepared planning documents for the Plan Commission and Village Board.

- Grant Preparation-Land Conservancy of Will County-Volunteer with the LCWC to prepare grant applications for operational and land acquisition purposes.

- Tornado Reporting-Diamond Illinois-Assisting the Village of Diamond with FEMA reporting requirements.

- **Village Administrator, Manhattan, IL- October 2006 to May 2013**
  Responsible for the daily operations of the Village staff to implement the policies of the Village Board. The Village of Manhattan has experienced 67%growth since 2000 and now has 7051 residents. The Village has a staff of 30 with four unions and an operating budget of $9 million, with five departments.

Infrastructure Improvements

Two deep wells and radium removal facilities	$9.1 million
Water main upgrades	$1.75 million
Road repairs/reconstruction	$3.5 million
Sewer lining	$750 thousand

Economic Development

Conducted Village-wide business retention program visiting 55 businesses.
Several new business locations including Enbridge Pipeline LLC for which we negotiated $7.5 million development fee

Grant Acquisition

Administration	$7.59 million
Public Works	$4.87 million
Public Safety	$113 thousand
(SEE ATTACHED DETAILED CHART)	

Intergovernmental Relations

Membership on the Illiana Expressway Technical Advisory Committee planning a new expressway linking I-65 in Indiana to I-55 in Illinois.
Instituted State of the Village event which invites all Chamber members to learn taxing body accomplishments over the last year.
Hosted Legislative Reception for Federal, State and County elected officials to discuss community priorities.
Organized Government Day for the area 7th grade students.
Initiated a quarterly Senior Luncheon to update that population on important topics.

Technology

Led development of a Geographical Information System that tracks public works daily projects, catalogues infrastructure, identifies available commercial and industrial sites and will eventually assist budgeting
Updated Village's website to increase transparency through the creation of a citizen information center.
Initiated email blast, an e-newsletter and created police alert system

- **Village Manager, Village of Romeoville –September 2003 – October 2006**
  Served as Village Manager for this rapidly growing Will County community of 35,000 residents with a $60 million operating budget. Supervised 7 departments with 350 employees and three unions. See attached list of accomplishments for the Village of Romeoville

- **Village Administrator, Channahon, IL - July 1991 to September 2003**
  During my tenure as Village Administrator the population grew from 4,266 residents in 1990 to over 9,000 in 2003. The incorporated land area increased from four-and-a-half square miles to more than 18 square miles. With this rapid growth there were constant challenges to meet increasing service and infrastructure demands placed on the Village. See attached Village of Channahon Accomplishments Overview 1991-2003.

- **Vice President of Economic Development, Joliet-Will County Center for Economic Development - August 1986 to July 1991**
  Responded to prospect inquiries, including advertising campaign responses; computerized county-wide buildings and sites, followed up on new and expanding businesses, trade missions, business retention and developed and updated statistic and data base information. Coordinated economic development efforts of Will County communities and staffed several committees. Supervised departmental staff of six.

- **Economic Development and Grants Coordinator - Will County Land Use**
- **Will County Regional Planning Commission, Will County Land Use**

EDUCATION:

- Northern Illinois University - DeKalb, IL
  Master of Arts in Public Administration
- Lewis University – Romeoville, IL
  Bachelor of Arts in Political Science and Psychology

PROFESSIONAL DEVELOPMENT AND MEMBERSHIPS:

- International City/County Management Association - Member and Credentialed City Manager
- Illinois City Management Association – Member. Served on several committees including Professional Development, Membership services and multiple conference planning committees
- Chicago Metro Managers Association – Past Board Member & Representative to Downstate Winter and Summer Conference Coordination Committee
- Will County Managers and Administrators - President - 1992 to Present
- Will County Governmental League - Legislative and Intergovernmental Committee Member, Past Finance/Management Committee Member
- Grundy County Economic Development Commission - Executive Committee, Board Member and Business and Development Committee member and member of various Task Forces 2000-2003
- Will County Crime Stoppers Board - Member, Past President and Vice President Chairman Gun Buy-Back Committee1993-present
- Manhattan, Channahon, Romeoville and Hillside-Berkeley Chambers of Commerce - Member
- Manhattan Township Planning Commission - Chairman 1986 to 1996

References available on Request

Village of Manhattan Grants and Awards 2006-2012	
AWARD	**YEAR**
BUILDING SAFETY DEPARTMENT	
Received IEPA Conservation Award for Manhattan Creek	2009/2010
Received Innovations Award from IML for Foreclosure Program and presentation at statewide conference	2009/2010
DEVELOPMENT DEPARTMENT	
APA Illinois Chapter Award for Comprehensive Plan	2008
American Planning Association Illinois Chapter - 2011 Strategic Plan Award for Manhattan Village Center Master Plan	2011
FINANCE DEPARTMENT	
Government Finance Officers Association of the US and Canada awarded our Finance Department a certificate for Achievement for Excellence in Financial Reporting.	2007-2011
PUBLIC WORKS DEPARTMENT	
American Public Works Association award for project of the year for Well #8 Radium Removal Facility	2009/2010
Public Works Superintendent Bill Liszka achieves Water Operator of the Year Award from Illinois Potable Water Association	2010

VILLAGE OF MANHATTAN GRANTS 2006-2012		
GRANTS	**YEAR**	**AMOUNT**
DEVELOPMENT DEPARTMENT		
Comprehensive Plan	2006-2007 DCEO	$35,000
53 Trees	2009	$13,250
Transit Oriented Development Study	2010	$100,000
Transit Oriented Development Zoning Code	2011	
Transit Oriented Development Marketing	2012	
		$148,250
ADMINISTRATION AND FINANCE DEPARTMENT		
Infrastructure	2007 DCEO	$50,000
Enbridge Development Fee	2009	$7,000,000
Enbridge-Fire Truck	2009	$500,000
Village Hall Façade	2008/2009	$25,000
Water Tower Demolition	2009	$15,000
Welcome to Manhattan Signs and Landscaping (Chamber/Goodwin/Cedar Path)	2010	
		$7,590,000
PUBLIC WORKS DEPARTMENT		
Sharp Drive	2007 DCEO	$196,182
Baker Road Reconstruction	2010	$330,000
Well #6 Upgrade and Radium Treatment Plant (0% loan and $800,000 IEPA/ARRA Grant	2010	$1,600,000
Manhattan Road Sidewalk	2010	$100,000
Waterline replacement First St./McClure/Gustafson (CAP BILL)	2010/2011	$100,000
Grant for McClure Street Watermain Restoration (RESTORATION CAP BILL)	2010-2011	$85,000
Smith Road/Route 52 intersection (Pending)	STP GRANT	$1,000,000
Bruns Road resurfacing (Pending)	STP GRANT	$300,000
North Street (pending)	IDOT	$1,142,519
Emerald Ash Borer-U.S. Dept. of Agriculture	2012	$10,000
		$4,863,701

Village of Manhattan Grants and Awards 2006- 2012		
Page 2		
<u>**PUBLIC SAFETY DEPARTMENT**</u>		
Police Grants for Safety and Equipment:		
State Farm Safety Grant	2009	$1,000
Enbridge Safety Grant	2009	$3,720
Metra Camera Grant		
In Car Camera Award (Click it or Ticket Grant)		$3,500
In Car Computer (ILEAS Grant)	2010	$4,100
Enbridge Safety Grant	2010	$5,879
Enbridge Safety Grant	2011	$2,000
Enbridge Safety Grant	2012	$250
Operation Life Saver Railroad Safety Grant	2011	$6,000
AEDs from Manhattan Fire Protection District (6)	2011	$9,600
Tobacco Compliance Enforcement Grant	2008/2009	
Live Scan Fingerprint System	2008/2009	$17,000
Thermal printers in all patrol vehicles	2008/2009	
Donated Squad Car (2)	2009	$60,000
		$113,049
GRAND TOTAL		**$12,715,000**

Romeoville Accomplishments
2003 to 2006

Beautification

- Instituted neighbors helping neighbors program (volunteers assist elderly or handicapped residents complete projects)
- Installed welcome monument sign
- Created adopt-a-spot program with volunteer groups and business donations
- Code enforcement property maintenance shifted to police department
- Facade improvements through upgraded commercial design standards

Human Resources and Staff Development

- Revised personnel manual
- Joined Employee Assistance Program through the Will County Governmental League
- Safety training through liability carrier
- Educational classes, certifications and seminars encouraged for staff
- Customer service training implementation
- Disaster Drill for department heads – greatly helped with recent gas leak
- Instituted uniform program for professional consistency
- Reviewed and updated job descriptions for consistency and accuracy
- Responsible for the hiring and termination of all positions except full time police and fire personnel and department heads
- Determine the disposition of grievances

Infrastructure

- Conducting the engineering necessary for a new interchange at 1-55 and Airport Road
- Completed construction of three main arterial roads, will begin a $4 million subdivision street, sidewalk and storm sewer reconstruction
- Developed comprehensive program to address Village wide drainage issues
- $22 million consolidation of waste water treatment plant
- Completed three of five ION exchange plants to remove radium

General

- Annexation for four new subdivisions and school facilities
- Conducted facility needs analysis for municipal and police space
- Commenced design of 100,000 square foot municipal/police facility
- Commenced design of 35,000 square foot community center to be located in downtown revitalization project which is TIF designated
- Acquired appraisals and submitted contracts for purchase of several parcels of property
- Filed eminent domain for park and public facility purposes
- Passed referendum for Real Estate Transfer Tax for open space and growth related capital items
- Negotiating waste transfer station location
- Conducted two special censuses – 2003 & 2006
- Negotiated revenue sharing agreement with Lockport Township Fire Protection District

- Working with Library Districts on consolidation
- Increase school and library impact fees
- Hosted Legislative luncheon with Federal, State, County and Local elected officials
- Established student government day for 20 high school students

Economic Development

- Located several manufacturing plants and headquarter facilities with more than 700 employees
- Located 1.2 million sf of retail shopping
- Attracted Brunswick Zone (bowling, laser tag, bumper cars and billiards)
- Attracted Huskies Hockey League 100,000 sf facility with three sheets of ice
- Located more than 4 million sf of industrial users
- Host annual Developers/Brokers breakfast with more than 150 in attendance

Village Of Channahon
Accomplishments Overview
1991-2003

- Complimented the existing management team of the village administrator and police chief with the addition of development, finance and public works directors along with an assistant village administrator. The effectiveness of the Village Board with this management team was able to manage growth with a staff of just over 50.

- Created several resident groups: Citizens Advisory Commission which has resulted in curb-side recycling, reviewed revenues and recommended fee increases, acted as ambassadors in their neighborhoods to bring issues to the village. Established an adopt-a-spot program and developed a logo for the village and created the citizen of the year award. Community events council that works on events through-out the year including the Three Rivers Festival, Children's Halloween Party, Christmas Tree Lighting. Cable Task Force evaluated franchise agreement and recommended changes. Tree Board created tree ordinance and instituted tree sales event.

- Infrastructure improvements

  Sewer and Water- $13 million
  * Village's first waste water treatment plant- 250,000 gallons
  * Water storage tank- 250,000 gallons
  * Two lift stations
  * Critical water looping including an interconnect between two separate systems
  * Three new wells
  * Addition of several interceptors to serve key development areas

  * Salt storage building and maintenance facility shared with the Township- $575,000

  * Motor Fuel Tax Bond issue road repair program - $2.1million

  * Completed a $6 million, 750,000-gallon addition to the wastewater treatment plant.
  * Major State road through the Village underwent an $18 million reconstruction.
  * Developed a wastewater facility plan to construct a plant that would serve westward industrial expansion of 3400-acres

- Tax rate remained at $.60/$100 of assessed valuation for the last 7 years
- Assessed value increased from $27,303,195 to $250,316,558
- Assessed value shifted from residential to industrial reliance
- Continually updated zoning ordinance, comprehensive plan and subdivision ordinance and design standards.
- Averaged 125 single family homes annually. Average house price climbed from $80,000 to $192,000. Each residential development incorporated open space, detention ponds and bike paths as some of the amenities.
- Identification and development of a town center
- Received a Governor's Home Town Award in 1998
- An addition of over 75 businesses in village. The largest was a $365 million gas refraction plant, located within a TIF, that still generated over $3.5 million for the school districts in property taxes.
- Developed partnerships with local taxing bodies. Including the construction a $4 million public safety facility to be shared by our police department with the local fire district.
- Signed boundary agreements with three neighboring communities.
- Construction of a 30,000 square foot, $6 million village halljpolice station to replace the 7,000 square foot facility.

Manhattan Accomplishments

2006-Present

Construction of more than $16 million toward infrastructure improvements

Well #8	$ 5,900,000
Well #6	$ 3,200,000
Watermain Downtown	$ 1,300,000
Watermain Bruns Road	$ 288,000
Watermain Eastern Avenue	$ 167,000
Sewer Lining	$ 750,000
Road Repairs	
Bruns	$ 50,000
Foxford	$ 60,000
Baker	$ 350,000
Smith	$ 3,000,000
Manhattan Road Sidewalk	$ 100,000
Wabash Reconstruction	$ 318,000
WWTP Property Purchase	$ 1,250,000
Downtown Property Purchase	$ 160,000

- Several new business locations including Enbridge Pipeline LLC. Negotiated a $7.5 million development fee.

- Instituted several programs enhancing the Village's governmental relations: State of the Village, Legislative Reception, Government Day at the Junior High and Senior Lunches.

- Community Improvement Programs: Beautification, Village Hall façade, Commercial Development Guidelines, Town Center, coordination of community events, welcome signs, wayfinding signs.

- National Incident Management Certified for 100, 200, 300, 400 and 700

- Employee Enhancements: Employment manual, insurance and wellness committee, regular staff meetings, training programs, staff evaluations, office space modifications, Employee Assistance Program and customer service training.

- Recognition Efforts: Employee Recognition, Notice Your Neighbor, STARS, Community Recognition.

- Budgeting Challenges: State Legislation and distribution of funds, Financial Excellence, operational and salary reductions, stabilization and recovery of village budget.

- Intergovernmental Cooperation: Illiana Expressway, Hoff Road, Will County Governmental League, Will County Managers and Administrators, Public Works Mutual Aid, Development Review Sessions.

- Economic Marketing: Contacted prior prospects, trade show display, attend Chicago ICSC, attend ED seminars for networking, examined sites for feasibility and TOD.

- Planning: Master Sewer Plan, Master Water Plan, Transportation Plan, Comprehensive Plan Update, Transit Oriented Development, downtown streetscape, storm water drainage downtown.

- Grant Searches: Update federal priority listing, discuss state programs with legislators, worked with engineering firm to complete applications and departmental grant applications. Grants from 2006-2012 total $12.7 million.

- Technology improvements: Electronic board packet, newsletter, GIS, TIP411, Facebook, Board communication, Weekly Reviews, Confidential Reports, news releases, Citizen Information Center for transparency on the website and website upgrade.

- Led process to hire Police Chief and Public Works Director

- Named to Illinois Municipal League Municipal Assistance program to aid Municipalities without Administrators.

- Grants and Awards for Village attached.

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- **Increase school and library impact fees**
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- Assessed value shifted from residential to industrial reliance
- Continually updated zoning ordinance, comprehensive plan and subdivision ordinance and design standards.
- Averaged 125 single family homes annually. Average house price climbed from $80,000 to $192,000. Each residential development incorporated open space, detention ponds and bike paths as some of the amenities.
- Identification and development of a town center
- Received a Governor's Home Town Award in 1998
- An addition of over 75 businesses in village. The largest was a $365 million gas refraction plant, located within a TIF, that still generated over $3.5 million for the school districts in property taxes.
- Developed partnerships with local taxing bodies. Including the construction a $4 million public safety facility to be shared by our police department with the local fire district.
- Signed boundary agreements with three neighboring communities.
- Construction of a 30,000 square foot, $6 million village hall/police station to replace the 7,000 square foot facility.

Village of Elwood IL, USA

July 13, 2016

Municipal Management Services
Attn: Mr. Michael Tillman
395 West Lake Street
Elmhurst, IL 60126

RE: Request to Fill the Position of Village Administrator

Vice President Tillman,

The Village of Elwood is requesting the assistance of your company, Municipal Management Services, to fill the open position of Village Administrator. Specifications of the position, and associated benefits are as follows:

Title: Village Administrator
Salary: $90,000 per year
Status: Full-Time Exempt Employee

Hours of Work

- Monday through Friday
- 8:30AM – 5:00PM
- Obligatory attendance at meetings outside of standard operating hours, multiple times a month.
- Required to respond incase of emergency on a 24-hour basis.

Paid Time Off

- Twenty-Five (25) Vacation Days
- Four (4) Personal Days
- Eight (8) Sick Days

Paid Holidays Off

NOTE: If one of the holidays listed below falls on a Saturday, it is observed on the preceding Friday. If the holiday falls on a Sunday, it is observed on the following Monday.

- New Year's Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve Day (½ day)

401 E. Mississippi Avenue | Elwood, IL 60421 | Village Hall 815.423.5011 | Fax 815.423.6861

www.villageofelwood.com

Village of Elwood IL, USA

Insurance Benefits
As offered through Municipal Management Services, Inc.

Retirement Benefits
401K as offered through Municipal Management Services, Inc.

Miscellaneous Benefits

- Provided designated use of a Village of Elwood municipal vehicle.

Thank you,

William E. Offerman
Village President

Village of Elwood

Ashleigh Spacht <ashleigh.spacht@villageofelwood.com>

FW: Attorney Client Privileged - Memo regarding potential development

5 messages

Tom Gilbert <tgilbert@ottosenbritz.com> Mon, Sep 12, 2016 at 4:42 PM
To: Mayor Offerman <mayor.offerman@villageofelwood.com>, "marian.gibson@villageofelwood.com" <marian.gibson@villageofelwood.com>, "Ashleigh Spacht (ashleigh.spacht@villageofelwood.com)" <ashleigh.spacht@villageofelwood.com>

I am only available on the 21st (can be in the Village any time after 9:30 a.m. If you need it to be the Thursday or Friday - I will have another attorney there,

Thomas J. Gilbert | Ottosen Britz Kelly Cooper Gilbert & DiNolfo, Ltd.
9990 West 190th Street, Suite A | Mokena, Illinois60448
t. 708-478-4600 | f. 708-478-6106 Direct line - 708-719-4135
tgilbert@ottosenbritz.com | www.ottosenbritz.com

Add to address book

From: Patrick Robinson [mailto:probinson@northpointkc.com]
Sent: Monday, September 12, 2016 1:44 PM
To: Tom Gilbert
Cc: Tom Osterberger; Ian McDonald
Subject: RE: Attorney Client Privileged - Memo regarding potential development

Tom:

I will be in Chicago from the 21st through the 23rd. Is there any chance that we can get together with the Village and have a general update meeting? We are ready to hire the recommended TIF advisor and other parties, but I want to make sure that we are giving them the proper guidance.

Please let me know if there is time to get together.

Thanks,

Patrick

Marian Gibson <marian.gibson@villageofelwood.com> Mon, Sep 12, 2016 at 4:45 PM
To: Tom Gilbert <tgilbert@ottosenbritz.com>, Bill Offerman <mayor.offerman@villageofelwood.com>, Ashleigh Spacht <ashleigh.spacht@villageofelwood.com>

Anytime on the 21st works for me.

Marian T. Gibson, ICMA-CM
Village Administrator
Village of Elwood
401 East Mississippi Ave.
Elwood, IL 60421
marian.gibson@villageofelwood.com
815 424-1094 (Direct)
815 509-2282 (Cell)
815 423-6861 (Fax)

-----Original Message-----
From: Tom Gilbert [mailto:tgilbert@ottosenbritz.com]
Sent: Monday, September 12, 2016 4:43 PM
To: Mayor Offerman <mayor.offerman@villageofelwood.com>; marian.gibson@villageofelwood.com; Ashleigh Spacht (ashleigh.spacht@villageofelwood.com) <ashleigh.spacht@villageofelwood.com>
Subject: FW: Attorney Client Privileged - Memo regarding potential development

I am only available on the 21st (can be in the Village any time after 9:30 a.m. If you need it to be the Thursday or Friday - I will have another attorney there,

Thomas J. Gilbert | Ottosen Britz Kelly Cooper Gilbert & DiNolfo, Ltd.
9990 West 190th Street, Suite A | Mokena, Illinois60448 t. 708-478-4600 | f. 708-478-6106 Direct line - 708-719-4135
tgilbert@ottosenbritz.com<mailto:tgilbert@ottosenbritz.com> | www.ottosenbritz.com<http://www.ottosenbritz.com/>

Add to address book<http://www.ottosenbritz.com/vCard/ThomasJGilbert.vcf>

think that you have received this e-mail message in error, please delete it
and notify Thomas J. Gilbert
(tgilbert@ottosenbritz.com<mailto:tgilbert@ottosenbritz.com>). If this
[Quoted text hidden]

Marian Gibson <marian.gibson@villageofelwood.com> Tue, Sep 13, 2016 at 10:59 AM
To: Tom Gilbert <tgilbert@ottosenbritz.com>
Cc: Bill Offerman <mayor.offerman@villageofelwood.com>, Ashleigh Spacht <ashleigh.spacht@villageofelwood.com>

Tom,
Ashleigh and the Mayor are out of town the week of the 19th. We can go ahead with the meeting on the 21st if you want to schedule a time. I set aside the entire day.
Thanks,

Marian T. Gibson, ICMA-CM
Village Administrator
Village of Elwood
401 East Mississippi Ave.
Elwood, IL 60421
marian.gibson@villageofelwood.com
815 424-1094 (Direct)
815 509-2282 (Cell)
815 423-6861 (Fax)

-----Original Message-----
From: Tom Gilbert [mailto:tgilbert@ottosenbritz.com]
Sent: Monday, September 12, 2016 4:43 PM
To: Mayor Offerman <mayor.offerman@villageofelwood.com>; marian.gibson@villageofelwood.com; Ashleigh Spacht (ashleigh.spacht@villageofelwood.com) <ashleigh.spacht@villageofelwood.com>
Subject: FW: Attorney Client Privileged - Memo regarding potential development

I am only available on the 21st (can be in the Village any time after 9:30 a.m. If you need it to be the Thursday or Friday - I will have another attorney there,

Thomas J. Gilbert | Ottosen Britz Kelly Cooper Gilbert & DiNolfo, Ltd.
9990 West 190th Street, Suite A | Mokena, Illinois60448 t. 708-478-4600 |
f. 708-478-6106 Direct line - 708-719-4135
tgilbert@ottosenbritz.com<mailto:tgilbert@ottosenbritz.com> |
www.ottosenbritz.com<http://www.ottosenbritz.com/>

Add to address book<http://www.ottosenbritz.com/vCard/ThomasJGilbert.vcf>

Tom Gilbert <tgilbert@ottosenbritz.com> Tue, Sep 13, 2016 at 11:05 AM
To: Patrick Robinson <probinson@northpointkc.com>, "marian.gibson@villageofelwood.com" <marian.gibson@villageofelwood.com>, Mayor Offerman <mayor.offerman@villageofelwood.com>, "Ashleigh Spacht (ashleigh.spacht@villageofelwood.com)" <ashleigh.spacht@villageofelwood.com>
Cc: Tom Osterberger <tosterberger@kggllc.com>, Ian McDonald <imcdonald@northpointkc.com>

Ashleigh and the Mayor will be out of town that week, however, Marian and I would still like to meet to keep the ball rolling. How about 10 a.m. at Village Hall in Elwood on the 21st

Thomas J. Gilbert | Ottosen Britz Kelly Cooper Gilbert & DiNolfo, Ltd.
9990 West 190th Street, Suite A | Mokena, Illinois60448
t. 708-478-4600 | f. 708-478-6106 Direct line - 708-719-4135
tgilbert@ottosenbritz.com | www.ottosenbritz.com

Add to address book

From: Patrick Robinson [mailto:probinson@northpointkc.com]
Sent: Monday, September 12, 2016 4:51 PM
To: Tom Gilbert
Cc: Tom Osterberger; Ian McDonald
Subject: RE: Attorney Client Privileged - Memo regarding potential development

Thanks Tom, I very much appreciate it.

Patrick

From: Tom Gilbert [mailto:tgilbert@ottosenbritz.com]
Sent: Monday, September 12, 2016 4:40 PM
To: Patrick Robinson <probinson@northpointkc.com>
Cc: Tom Osterberger <tosterberger@kggllc.com>; Ian McDonald <imcdonald@northpointkc.com>
Subject: RE: Attorney Client Privileged - Memo regarding potential development

I am hoping we can make it the 21st as I will be out of town on the 22nd and 23rd - I will contact my people to see if they are available -

Thomas J. Gilbert | Ottosen Britz Kelly Cooper Gilbert & DiNolfo, Ltd.
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t. 708-478-4600 | f. 708-478-6106 Direct line - 708-719-4135
tgilbert@ottosenbritz.com | www.ottosenbritz.com

Add to address book

From: Patrick Robinson [mailto:probinson@northpointkc.com]
Sent: Monday, September 12, 2016 1:44 PM
To: Tom Gilbert
Cc: Tom Osterberger; Ian McDonald
Subject: RE: Attorney Client Privileged - Memo regarding potential development

Tom:

I will be in Chicago from the 21st through the 23rd. Is there any chance that we can get together with the Village and have a general update meeting? We are ready to hire the recommended TIF advisor and other parties, but I want to make sure that we are giving them the proper guidance.

Please let me know if there is time to get together.

Thanks,

Patrick

From: Tom Gilbert [mailto:tgilbert@ottosenbritz.com]
Sent: Thursday, August 25, 2016 3:19 PM
To: Patrick Robinson <probinson@northpointkc.com>
Cc: Tom Osterberger <tosterberger@kggllc.com>; Ian McDonald <imcdonald@northpointkc.com>
Subject: RE: Attorney Client Privileged - Memo regarding potential development

As you can tell from the delay in my response - no need to apologize! My people are very interested in this project but we need to discuss a few issues - and I would propose doing so via a telephone conference, perhaps next week.

Thomas J. Gilbert | **Ottosen Britz Kelly Cooper Gilbert & DiNolfo, Ltd.**
9990 West 190th Street, Suite A | Mokena, Illinois60448
t. 708-478-4600 | f. 708-478-6106 Direct line - 708-719-4135
tgilbert@ottosenbritz.com | www.ottosenbritz.com

Add to address book

From: Patrick Robinson [mailto:probinson@northpointkc.com]
Sent: Friday, August 19, 2016 11:22 AM
To: Tom Gilbert
Cc: Tom Osterberger; Ian McDonald
Subject: Attorney Client Privileged - Memo regarding potential development

Tom:

I apologize that it has taken us several days to get this memo to you, as Mayor Offerman, Ashleigh, and Marian are ready to roll up on their sleeves and get started on putting together some form to a potential agreement.

When we were together at our office on Monday afternoon, we put together a bullet point list of items and then had some discussion around each. Our intent in drafting this memo is that the items in **bold** are the

bullet points and the balance of the text further describes the discussions. There might be a couple of items that we added on our side after this discussion, but I believe are with the general intent of what the desires and goals are of both the Village of Elwood and NorthPoint. For the sake of example, there was a bunch of concern regarding truck traffic circulation, and we added that mutual consent of the Village of Elwood and NorthPoint would be required for third parties to attach to the intended street improvements identified on Exhibit A.

Please do not hesitate to contact Tom or me should you have any questions.

Thanks again for the opportunity and we look forward to working with you,

Patrick

Patrick Robinson <probinson@northpointkc.com> Tue, Sep 13, 2016 at 11:08 AM
To: Tom Gilbert <tgilbert@ottosenbritz.com>, marian.gibson@villageofelwood.com, Mayor Offerman <mayor.offerman@villageofelwood.com>, Ashleigh Spacht <ashleigh.spacht@villageofelwood.com>
Cc: Tom Osterberger <tosterberger@kggllc.com>, Ian McDonald <imcdonald@northpointkc.com>

Tom:

That will be great. I'll look forward to seeing you and Marian on the 21st at 10:00.

I look forward to seeing you.

Thanks again,

Patrick

From: Tom Gilbert [mailto:tgilbert@ottosenbritz.com]
Sent: Tuesday, September 13, 2016 11:06 AM
To: Patrick Robinson <probinson@northpointkc.com>; marian.gibson@villageofelwood.com; Mayor Offerman <mayor.offerman@villageofelwood.com>; Ashleigh Spacht (ashleigh.spacht@villageofelwood.com) <ashleigh.spacht@villageofelwood.com>

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