

**AGREEMENT FOR CONSTRUCTION OF PARKING GARAGE  
AND CONCERNING DOWNTOWN REDEVELOPMENT**

THIS Agreement for Construction of Parking Garage and Concerning Downtown Redevelopment made and entered into this 18<sup>th</sup> day of September, 2000, by and between the CITY OF LAWRENCE, a Kansas municipal corporation, c/o Mike Wildgen, City Hall, 6th & Massachusetts Street, Lawrence, Kansas, hereinafter referred to as "City," and 9-10, L.C., a Kansas limited liability company, c/o Martin Moore, 1441 Wakarusa Drive, Suite 200, Lawrence, Kansas, hereinafter referred to as the "Developer."

**RECITALS**

A. The parties herein have made extensive commitments imposing numerous rights, duties and obligations on each of the parties. These rights, duties and obligations are all dependent upon each other and any consideration shown for individual items is dependent upon all of the other commitments of each party.

B. The Developer agrees to construct and develop commercial, office and residential space on the south side of 9th Street and the north side of 10th Street between Massachusetts Street and New Hampshire Street, and also on the east side of New Hampshire Street. The development will be as shown on the Development Plan dated April 11, 2000, and attached hereto as Appendix A as submitted to the Lawrence/Douglas County Planning Commission. The Developer shall construct the commercial, office, apartments, and parking garage as shown on the plans and as set forth herein, subject to changes agreed to by the City.

C. The City plans on developing a parking garage on the west side of New Hampshire Street between 9th and 10th Street. The City shall engage the Developer to construct said parking garage, consisting of approximately 514 spaces, subject to the provisions of this Agreement and mutually agreed upon site plan changes. Said garage shall include an office infill area, meter repair shop and other agreed-upon parking space reductions. City shall use tax increment financing (K.S.A. 12-1770 *et. seq.*) to obtain a portion of the proceeds for said parking garage construction. The Developer agrees it will construct the parking garage.

D. The City and Developer desire to execute and deliver such other agreements concerning said parking garage and development plan as may be reasonably necessary to comply with this Agreement.

**AGREEMENT**

NOW THEREFORE, it is agreed by and between the parties as follows:

I. **LAND PURCHASE AND EXCHANGE.** Appendix B describes the legal description for the lots on which the parking garage will be constructed (hereinafter referred to as "Parking Garage Lots"), the land to be obtained by the City on which the Arts Center will be constructed (hereinafter referred to as the "Arts Center Lots"), and the lots on the east side of New Hampshire Street upon which the Developer will build commercial and office construction

(hereinafter referred to as "East Side of new Hampshire Street Lots"). In regard to the above lots, the following will occur:

a. Land Purchase. Developer has entered into an agreement with Firststar Bank (formerly known as Mercantile Bank) for the purchase of the following lots 69, 71, 73, 75, 77 and 79 on the west side of New Hampshire Street and referred to on Appendix B as the West Side of New Hampshire Street Mercantile Lots. Said agreement also provides for the purchase of certain lots on the east side of New Hampshire Street, with said lots designated on Appendix B as East Side of New Hampshire Street Mercantile Lots, said lots being 72, 74 and the north 40 feet of Lot 78 on New Hampshire Street.

b. By separate agreement, Developer and Firststar Bank will assign to the City the right to purchase certain lots for \$795,000.

c. Lots to be Exchanged. The City will exchange and convey to the Developer certain lots obtained from Mercantile on both the east and west side of New Hampshire Street. Excluded from this exchange will be those lots on the west side of New Hampshire Street to be included in the parking garage and that part of the west 42 feet of Lots 69, 71 and 73 on New Hampshire Street. In return for said lots, Developer will exchange and convey to the City those lots described as the Arts Center Lots on Appendix B attached. The lot exchanges are also shown on Appendix B and are as follows:

(i) The City will convey to the Developer Lots 72, 74, and the north 40 feet of 78 on New Hampshire Street and the east 75 feet of Lot 69, 71, and 73 on New Hampshire Street.

(ii) The Developer shall convey to the City Lots 80, 82, 84, and 86 on New Hampshire Street (Arts Center lots).

(iii) Therefore, final ownership of the land in the area involving the Developer and the City shall be:

(a) City - Lots 80, 82, 84, and 86 on New Hampshire Street (Arts Center lots), the west 42 feet of Lot 69, 71, 73, and Lots 75, 77, 79, 81, 83, 85, 87, 89, and 91 on New Hampshire Street.

(b) Developer - The east 75 feet of Lots 69, 71, and 73, and Lots 70, 72, 74, 76 and 78, all on New Hampshire Street.

d. Lot Ownership After Exchange. After the above land exchange, the City shall own those lots referred to as the Parking Garage Lots and the Arts Center Lots and the Developer shall own those lots other than the Parking Garage Lots and the Arts Center Lots on the west and east sides of New Hampshire Street between the 900 and 1000 block in Lawrence. The south 25 feet of Lot 89 and all of Lot 91 shall be leased by the City to the Developer as provided in Section VIIh.

e. Land Exchange Titles. In the above conveyances and exchanges, the conveying party shall deliver to the receiving party a commitment for title insurance insuring a good and

marketable title in the receiving party subject only to those exceptions normally found on Schedule B of a commitment for title insurance. The City and Developer shall agree upon a title insurance company to furnish said title policies. All the costs of title insurance policies shall be paid by the purchaser. After the completion of the exchanges, each recipient of land shall receive a title policy, consistent with the title commitment terms, upon each tract of land received. Each party shall receive a commitment for title insurance at least twenty (20) days prior to the actual land exchange; provided, however, that either party may request and receive a commitment at such earlier date as that party shall deem appropriate.

f. Financial Requirements of the City. In addition, in said land exchange, the City shall pay the sum of \$795,000, to Firststar at Closing for the purchase of Lots 69, 71, 72, 73, 74, 75, 77, 79 and the North 40 feet of Lot 78.

## **II. LAND USE APPROVAL.**

a. The Developer and the City shall obtain and make available an approved site plan on the entire subject property prior to commencement of construction.

b. On a portion of the property where the City requires a plat, such plat of the property shall be approved by the City no later than December 31, 2000. On the day of the execution of this Agreement, the City acknowledges that the uses in the Redevelopment Plan are allowed under the City Zoning Code.

## **III. PARKING GARAGE.**

a. As set out above, the City shall own the land described as the Parking Garage Lots.

b. The City hereby hires and retains the Developer to build a parking garage upon the Parking Garage Lots and provide other valuable project services for a total price of \$7,264,512. Said parking garage shall consist of approximately 500 spaces, subject to the provisions of this Agreement and mutually agreed upon site plan changes. Said garage shall include an office infill area, meter repair shop and other agreed-upon parking space reductions.

c. The Developer shall prepare plans and specifications for the parking garage. The City Manager, upon the direction of the City Commission, shall state in writing the City's acceptance and approval of such plans and specifications prior to commencement of any construction activity. The City and Developer shall enter into a separate written agreement concerning the construction of said parking garage and the payment therefore. Said separate written agreement shall cover the following subjects: plans and specifications, total purchase price, method of progress payments, City Manager's written acceptance upon the direction of the City Commission of plans and specifications, and such matters as the parties deem appropriate, in accordance with AIA 191 as modified. Said AIA 191 as modified is made a part of this Agreement, as attached as Appendix C.

d. The City shall make progress payments to the Developer during the construction of the parking garage, at least monthly. Said progress payments shall cover the costs and work to date of the Developer, subject to retainage as follows: the city shall retain five percent (5%) of the progress payment made to Developer to a maximum amount of retainage of one hundred

thousand dollars (\$100,000). Said progress payments shall be made in accordance with and upon the AIA forms attached hereto as Appendix C. The City's designee, shall review and approve or disapprove in writing the payment claims on the AIA forms. When City receives money from the issuance of notes, the City will make a payment for Developer's professional services costs and developmental costs to date, which are included in the total price set out above. These costs will be identified on a separate Appendix D.

e. Prior to commencement of construction of the parking garage, the Developer shall furnish to the City a performance bond in the form shown as Appendix E attached. The performance bond shall be approved by the City.

f. Prior to the commencement of the construction of the parking garage, the Developer shall post such bond as is required by K.S.A. 60-1111.

g. Prior to the commencement of the construction of the parking garage, the Developer shall obtain appropriate workers compensation insurance, builders risk insurance, and general liability insurance, and name the City as an additional insured on the general liability and builders risk insurance. The amount of policy coverage on the general liability insurance shall be \$500,000 per occurrence.

h. The City shall accept and the Developer shall make one payment in lieu of parking requirements for the C-4A zoning on the building to be built on the east side of New Hampshire Street, as follows: \$55,500. Payment shall be made before the issuance of an Occupancy Permit on the building to be built on the east side of New Hampshire Street.

i. The amount (total price to be paid for the parking garage) shall be reduced for the amounts paid prior to this date, pursuant to the Service Agreement between 9-10, L.C., and the City of Lawrence, dated March 30, 2000.

j. The City has selected Walker Parking Consultants to review and comment on the construction plans and construction work for the parking garage. At the time of the execution of this Agreement, Walker has approved plans presented, subject to a letter dated September 6, 2000, and attached as Appendix F. The City shall employ Walker Parking Consultants for additional services during the construction of the parking garage. 9-10, L.C., shall provide Walker Parking Consultants with access to: the construction site, and appropriate off-site locations, construction drawings, shop drawings, technical, architectural and engineering and all other materials reasonably associated with the parking garage construction and related work. 9-10, L.C., shall follow all reasonable advice and recommendations of Walker Parking Consultants in the construction of the parking garage, provided such advice and recommendations does not violate reasonable engineering and construction standards and does not violate the terms and conditions of the approved parking garage plans and specifications, and as approved by the licensed designer professional who has provided the plans and specifications, and does not increase the costs.

k. The Developer agrees to substantially finish the parking garage within 300 working days' construction time from the time that the building permits and the notices to proceed have been issued.

Working days are defined as all calendar days except the following:

- a) All Saturdays and Sundays.
- b) All holidays observed by the Lawrence City Government.
- c) Days the contractor is unable to obtain normal job performance by reason of 1) labor difficulties (including but not limited to strikes, walk-outs, picketing, boycotts, shutdowns, or inability to obtain a sufficient number of competent laborers, workers, or mechanics) or 2) force majeure which is defined as causes which are outside the control of the parties, except weather related delay, and could not be avoided by exercise of due care.
- d) Weather related delay shall not reduce or increase the number of working days pursuant to this Agreement.

In the event that the Developer fails to substantially finish the parking garage within 300 working days construction time, then there shall be a \$500 a day penalty for each day until substantial completion.

#### **IV. PARKING GARAGE AFTER COMPLETION.**

- a. The City has entered into a Parking Lease with Firststar Bank in accordance with the agreement, assumed by the City, that was entered into between the Developer and Firststar Bank. Said Parking Lease is attached hereto as Appendix G. In similar manner, the City shall lease up to 20 reserved spaces to 9-10, L.C. in the garage at the rate of \$300 per space per year, or the current rate or the rate the City is charging for similar spaces from time to time. It is understood that the number of spaces leased shall be subject to approval of bond counsel. Such reserved spaces would be used by a potential hotel operator or other tenants of Developer.
- b. The City shall enter into a Reversion Agreement on the parking garage with Firststar Bank and Developer. Said Reversion Agreement is attached as Appendix H.
- c. After completion of the parking garage, the City shall maintain said parking garage in a manner reasonably expected for a City's parking garage maintenance.
- d. The City's occupancy and operation of the parking garage shall begin upon substantial completion as defined in A191- 3.2.14. Substantial completion of the parking facility shall be defined as the completion of the parking facility to such a point pursuant to the plans and specifications that ninety percent (90%) of the parking facility may be used for its intended purposes. Upon substantial completion of the parking facility, the city and the Developer shall:
  - 1) develop a list of final items to be completed pursuant to the plans and specifications, the "punch list" items; and
  - 2) place an estimated cost to complete the punch list items and an estimated time to complete the punch list items.At the time of substantial completion and the development of the punch list, the City shall pay to the Developer from the retainage the difference between the amount retained by the City and the amount that is estimated to be necessary to complete the punch list items.

#### **V. OTHER PUBLIC IMPROVEMENTS REQUIRED FOR REDEVELOPMENT.**

- a. In connection with the remaining portions of the redevelopment, the City will pay up to a maximum of eight hundred thirty thousand and five hundred thirty-three dollars (\$830,533) total for the following allowable site redevelopment and infrastructure improvements within the

Redevelopment District out of TIF proceeds, as authorized by K.S.A. 12-1773. The parties agree that the numbers shown in the "TOTAL" column are the maximum that may be spent on each numbered item. These payments are estimated to be as follows:

Estimated TIF for Infrastructure and Site Improvements  
(Items Outside Parking Structure)

	<u>NW</u>	<u>EAST</u>	<u>SW</u>	<u>TOTAL</u>
1. Testing	4,430	7,595	3,411	15,436
2. KPL Relocates	-----	18,988	34,652	53,640
3. Meters, Taps, Fees	37,975	10,850	9,223	58,048
4. Building Permits	11,935	8,680	6,727	27,342
5. Impact Fees	16,275	14,230	13,139	43,644
6. Demolition	16,275	27,125	16,275	59,675
7. Site Preparation	26,040	65,100	19,530	110,670
8. City Parking @ Street	4,883	24,413	4,400	33,696
9. City Sidewalks	10,850	27,125	8,355	46,330
10. Underground Utilities	21,170	23,870	16,709	61,749
11. City Streetlights	6,510	16,275	5,012	27,797
12. Landscaping	16,275	37,975	12,531	66,781
13. Landscaping Lot 2	16,225	-----	-----	16,225
14. Storm Drain	-----	47,000	-----	47,000
15. Temporary Signs/Walks	10,000	10,000	10,000	30,000
16. Alley Fencing	-----	15,000	-----	15,000
17. Inspection, Abate, Demo.	-----	25,000	-----	25,000
SUBTOTAL	198,843	379,226	159,964	738,033
18. Asbestos Cleanup – Remaining Expenses				+ 17,500
19. Intersection Modifications				+ 75,000
				830,533

Description of Scope

1. Testing: of soils, both existing and fill material, for suitability for bearing, absence of organics and/or rubble, compaction and suitability as a building site. Testing of materials used for infrastructure improvements as required by City standards.
2. KPL Relocates: of power lines in the alley adjacent to the Project within the public right-of-way. This does not include relocates behind the Arts Center or Parking Facility.
3. Meters, Taps, Fees: associated with bringing utility services such as water, domestic and fire, and sewer in, and to, the public right-of-way and up to the property line of each building.

4. Building Permits: City fees for the Improvements and buildings in the Development.
5. Impact Fees: to pay for infrastructure improvements necessitated by the Development as assessed by the City.
6. Demolition: of all buildings, pavements, sidewalks, curbs and gutters. Stripping of the site of all unwanted surface elements, and hauling off and disposing of materials at the surface, and providing for erosion control and cleaning of city streets during hauling operation.
7. Site Preparation: includes removal and disposal of all unsuitable subsurface material from the site including rubble, buried foundations, buried piping, organic materials and/or other deleterious materials. Removed unsuitable material replaced with acceptable subgrade materials meeting City and/or Engineering requirements. Erosion control and cleaning of City streets during haul out/in operation. Site prepared to rough grade line with suitable substrate in place.
8. City Parking @ Street: includes curb and gutter on City right-of-way beside each building, and on the east side of New Hampshire, includes concrete paved angle parking area in front of East Building.
9. City Sidewalks. includes sidewalks in City right-of-way adjacent to each building on New Hampshire frontage and 9<sup>th</sup>/10<sup>th</sup> frontage.
10. Underground Utilities: is the cost of bringing utility services across right-of-way to the building property lines in the Development.
11. City Streetlights: in the City right-of-way per City specification adjacent to each building in the Development and located along New Hampshire and 9<sup>th</sup>/10<sup>th</sup>.
12. Landscaping: in the City right-of-way adjacent to each building of the Development to include grading, seeding, sodding, plantings, shrubs, vines and trees, planters, sprinkler system, etc., as required by Site Plan.
13. Landscaping Lot 2: includes sidewalks, grading, seeding, sodding, shrubs, vines, trees, planters, sprinkler system, etc., to be installed on the portion of the City-owned Lot 2 which is between the 9<sup>th</sup> Street entrance/exit of the Parking Garage and the west face of the building to be constructed on the SW corner of 9<sup>th</sup> and New Hampshire.
14. Storm Drain: this is an in-lieu-of fee for construction of the downstream improvements necessitated by the construction of the Arts Center, and the East Building. This amount is the East Building's *pro rata* share of the total amount as determined by City Staff.

15. Temporary Signs/Walks: for the construction of temporary pedestrian walkways in City right-of-way and traffic signage during construction of the Development buildings.
16. Alley Fencing: permanent fencing to be installed on the east side of the alley at start of construction of the East Building or Arts Center, whichever comes first, to protect the adjacent neighborhood from dirt/debris during construction and buffer the neighborhood from the Development after construction.
17. Inspection, Abatement, Demo.: of 900 New Hampshire building to include certified inspection for and remediation of asbestos and PCBs, and demolition of the structure and proper removal of debris. An allowance is also included for possible cleanup costs of any petroleum contaminants not covered by the KDHE UST Trust Fund.
18. Asbestos Cleanup: residual expenses not yet paid by the Arts Center/City Project.
19. Intersection Modifications: includes six "Bulb-outs" as suggested by the Traffic Engineering Study. Two at 10<sup>th</sup> and New Hampshire, four at 9<sup>th</sup> and New Hampshire. Five of the six "Bulb-outs" include the expense of relocation/replacement of storm sewer inlets.

**VI. BUILDING COMPLETION REQUIREMENTS.** The City and the Developer agree that the Developer will complete the buildings referred to as the North, South and East Buildings above. The Developer shall initiate construction of the North and East buildings within three (3) years from the date of the signing of this Agreement, and shall complete said buildings within five (5) years from the date of the signing of this Agreement. The Developer shall secure this Agreement with a letter of credit furnished by a surety acceptable to the City, that provides that if the Developer fails to complete the buildings as set out above, then the Developer shall pay the City a liquidated damage payment of one hundred thousand dollars (\$100,000) and said letter of credit shall provide if the Developer fails to pay said sum, then the issuer of the letter of credit shall pay the same.

The Developer agrees to substantially finish the building on the northwest corner of Tenth and New Hampshire streets within 300 working days' construction time from the time that the south wall of the Parking Garage can be backfilled and building permits have been issued.

Working days are defined as all calendar days except the following:

- a) All Saturdays and Sundays.
- b) All holidays observed by the Lawrence City Government.
- c) Days the contractor is unable to obtain normal job performance by reason of 1) labor difficulties (including but not limited to strikes, walk-outs, picketing, boycotts, shutdowns, or inability to obtain a sufficient number of competent laborers, workers, or mechanics) or 2) force



majeur which is defined as causes which are outside the control of the parties, except weather related delays, and could not be avoided by exercise of due care.

d) Weather related delay shall not reduce or increase the number of working days pursuant to this Agreement.

In the event that the Developer fails to substantially finish the parking garage within 300 working days construction time, then there shall be a \$500 a day penalty for each day until substantial completion.

## **VII. PRIVATE REDEVELOPMENT.**

a. The Developer has presented plans for private redevelopment, including general square footage requirements. These plans are approved by the City, including architectural review pursuant to Resolution \_\_\_\_\_. These plans are attached as Appendix I.

b. The Developer agrees to provide the City with a written notice of all tenants of the Redevelopment District Project on each November 1<sup>st</sup> and upon written request of the City. The Developer agrees to cause each tenant of the Redevelopment District to provide the City, simultaneously with submission to the Kansas Department of Revenue, its monthly sales tax returns. The Developer agrees to cause all assignees, purchasers, tenants, subtenants or any other entity acquiring property or occupancy rights in the Redevelopment District to be obligated by written contract to provide to the City simultaneously with submission to the Kansas Department of Revenue the monthly sales tax returns for their facilities in the property in the Redevelopment District of such assignee, purchasers, tenants, subtenants or any other entity acquiring property or occupancy rights. To extent provided by law, the city shall keep all sales tax information confidential.

c. The Developer agrees that, up to one year after completion of the Project, the City, with reasonable advance notice and during normal business hours, shall have the right and authority to review, audit, and copy, from time to time, all the Developer's books and records relating to the TIF Project paid for by the Bonds (including all general contractor's sworn statements, general contracts, subcontracts, material purchase orders, waivers of lien, paid receipts and invoices). The sole purpose of such audits shall be to allow the City to respond to claims, potential litigation, or litigation.

d. The Developer and any successor owners agree that, to the extent it is obligated to pay any portion of the real estate tax bills for the Property in the Redevelopment District, it shall pay such taxes promptly on or before the due date of such tax bills. Developer or its successors shall have the right to pay said taxes under protest in accordance with applicable law.

e. The Developer and any other owners of real property in the Redevelopment District shall promptly notify the City in writing of protest of real estate taxes or valuation of the Developer's property by the County Appraiser.

f. The City hereby agrees to lease the second floor of the retail/office apartment building on the northwest corner of 10th and New Hampshire Street, consisting of approximately 7600 gross square feet, at Nine Thousand Five Hundred six Dollars and 25/100 (\$9,506.25) per month for a period of ten years (City Lease). In addition, the City will pay their pro-rata share of taxes, insurance, maintenance, utilities, and common area maintenance charges. Tenant finish to be completed per Exhibit A entitled Standard Office Tenant Finish. The parties will execute an appropriate lease for said space. The lease is attached as Appendix J.

g. The Developer agrees that at least eighty percent (80%) of the ground level, leasable commercial space will be leased to tenants subject to retail sales tax. When TIF bonds are

retired, this requirement shall terminate. As a remedy, if the Developer fails to comply with this provision, the City may deny occupancy to a proposed tenant.

h. The Developer shall lease from the City Lot 91 and the south 25 feet of Lot 89 on New Hampshire Street, for One Dollar (\$1.00) a year, and reimbursement of real estate taxes. The lease shall be for twenty (20) years. The Developer shall have the option to purchase the property within the 20-year period. The price of said property is currently established at \$135,000.00, and that shall be the price for the first three (3) years. The price shall increase over the last seventeen (17) years by the amount that the Consumer Price Index increases over the Consumer Price Index of the third year times the \$135,000.00 base price. The lease is attached as Appendix K.

i. The Developer agrees that for a period of at least twenty (20) years after the execution of this Agreement, the Developer will rent the third and fourth floors of the South Building for residential apartments.

**VIII. PUBLIC UTILITIES.** Pursuant to franchise agreements with applicable utilities, the City shall require utilities located adjacent, under, or otherwise occupying City right-of-way, easements, or alleys to be relocated, at the expense of the utility, for parking garage and related 9<sup>th</sup> street entrance. The Developer shall be responsible for the relocation of utilities required for the private redevelopment required under this Agreement. The city shall reimburse the Developer for the relocation of utilities required for the private redevelopment required under this Agreement, pursuant to the provisions of Section V of this Agreement.

**IX. DEVELOPER OF RECORD.** It is understood that 9-10, L.C. is the Developer of record on this project.

**X. COVENANTS ON PROPERTY.** The parties acknowledge that the property that the City is purchasing will be made subject to Paragraph 14 of the Real Estate Agreement executed March 31, 2000, between Mercantile Bank and 9-10, L.C. A copy of said Paragraph 14 is attached hereto and marked Appendix L. City acknowledges that any retail improvements that the city places in or upon said parking garage area shall be subject to the Declaration of Restrictive Covenants to be placed on Firststar's land by Firststar.

**XI. ASSIGNMENT.** Until the TIF bonds are paid in full, the Developer shall not assign its right, title or interest in this Agreement or the project or property involved in the Agreement without the City's written approval. The City shall not unreasonably withhold such approval.

**XII. CITY RESTRICTIVE COVENANT.** 9-10, L.C., in a restrictive covenant to be placed upon the property involved, shall require that a buyer of the Developer's interest hereunder must follow the terms and conditions of this Agreement.

**XIII. MISCELLANEOUS.**

a. Notices under this Agreement shall be sent by certified mail, return receipt requested. Notices shall be effective upon receipt. Refusal of mail shall be considered acceptance as of the date of refusal. Notices shall be sent to:

CITY:

City of Lawrence  
c/o Mike Wildgen, City Manager  
City Hall  
6th & Massachusetts  
Lawrence, KS 66044

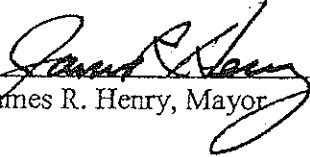
DEVELOPER:

9-10, L.C.  
by Martin Moore  
1441 Wakarusa, Suite 200  
Lawrence, KS 66049

- b. Time is of the essence of this Agreement.
- c. This Agreement shall be binding on the successors, trustees and assigns of the parties hereto.

EXECUTED this 18th day of September, 2000.

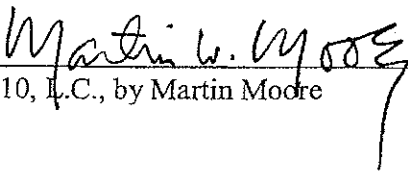
THE CITY OF LAWRENCE, KANSAS

By:   
James R. Henry, Mayor

ATTEST:

 FOR RAYMOND HUMBERT  
DEPUTY CITY CLERK

9-10, L.C.

By:   
9-10, L.C., by Martin Moore

TIF LEDGER

			Funds	Balance
			Spent	Remaining
1. Testing	<b>Total</b>	<b>15,436.00</b>	<b>7,568.10</b>	<b>7,867.90</b>
	Northwest	4,430.00	1,566.68	2,863.32
	East	7,595.00	1,270.75	6,324.25
	Southwest	3,411.00	4,730.67	-1,319.67
2. KPL Relocates	<b>Total</b>	<b>53,640.00</b>	<b>35,762.66</b>	<b>17,877.34</b>
	Northwest	0.00	0.00	0.00
	East	18,988.00	1,110.66	17,877.34
	Southwest	34,652.00	34,652.00	0.00
3. Meters, Taps, Fees	<b>Total</b>	<b>58,048.00</b>	<b>5,708.60</b>	<b>52,339.40</b>
	Northwest	37,975.00	0.00	37,975.00
	East	10,850.00	0.00	10,850.00
	Southwest	9,223.00	5,708.60	3,514.40
4. Building Permits	<b>Total</b>	<b>27,342.00</b>	<b>5,140.00</b>	<b>22,202.00</b>
	Northwest	11,935.00	50.00	11,885.00
	East	8,680.00	50.00	8,630.00
	Southwest	6,727.00	5,040.00	1,687.00
5. Impact Fees	<b>Total</b>	<b>43,644.00</b>	<b>25,481.00</b>	<b>18,163.00</b>
	Northwest	16,275.00	0.00	16,275.00
	East	14,230.00	0.00	14,230.00
	Southwest	13,139.00	25,481.00	-12,342.00
6. Demolition	<b>Total</b>	<b>59,675.00</b>	<b>24,648.01</b>	<b>35,026.99</b>
	Northwest	16,275.00	0.00	16,275.00
	East	27,125.00	18,930.01	8,194.99
	Southwest	16,275.00	5,718.00	10,557.00
7. Site Preparation	<b>Total</b>	<b>110,670.00</b>	<b>33,747.92</b>	<b>76,922.08</b>
	Northwest	26,040.00	8,067.25	17,972.75
	East	65,100.00	7,068.25	58,031.75
	Southwest	19,530.00	18,612.42	917.58
8. City Parking @ Street	<b>Total</b>	<b>33,696.00</b>	<b>0.00</b>	<b>33,696.00</b>
	Northwest	4,883.00	0.00	4,883.00
	East	24,413.00	0.00	24,413.00
	Southwest	4,400.00	0.00	4,400.00
9. City Sidewalks	<b>Total</b>	<b>46,330.00</b>	<b>0.00</b>	<b>46,330.00</b>
	Northwest	10,850.00	0.00	10,850.00
	East	27,125.00	0.00	27,125.00
	Southwest	8,355.00	0.00	8,355.00
10. Underground Utilities	<b>Total</b>	<b>61,749.00</b>	<b>5,544.27</b>	<b>56,204.73</b>
	Northwest	21,170.00	0.00	21,170.00
	East	23,870.00	0.00	23,870.00
	Southwest	16,709.00	5,544.27	11,164.73

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			Funds	Balance
			Spent	Remaining
11. City Streetlights	<b>Total</b>	<b>27,797.00</b>	<b>7,656.46</b>	<b>20,140.54</b>
	Northwest	6,510.00	0.00	6,510.00
	East	16,275.00	0.00	16,275.00
	Southwest	5,012.00	7,656.46	-2,644.46
12. Landscaping	<b>Total</b>	<b>66,781.00</b>	<b>8,713.01</b>	<b>58,067.99</b>
	Northwest	16,275.00	0.00	16,275.00
	East	37,975.00	0.00	37,975.00
	Southwest	12,531.00	8,713.01	3,817.99
13. Landscaping Lot 2	<b>Total</b>	<b>16,225.00</b>	<b>0.00</b>	<b>16,225.00</b>
	Northwest	16,225.00	0.00	16,225.00
	East	0.00	0.00	0.00
	Southwest	0.00	0.00	0.00
14. Storm Drain	<b>Total</b>	<b>47,000.00</b>	<b>0.00</b>	<b>47,000.00</b>
	Northwest	0.00	0.00	0.00
	East	47,000.00	0.00	47,000.00
	Southwest	0.00	0.00	0.00
15. Temporary Signs/Walks	<b>Total</b>	<b>30,000.00</b>	<b>0.00</b>	<b>30,000.00</b>
	Northwest	10,000.00	0.00	10,000.00
	East	10,000.00	0.00	10,000.00
	Southwest	10,000.00	0.00	10,000.00
16. Alley Fencing	<b>Total</b>	<b>15,000.00</b>	<b>5,847.89</b>	<b>9,152.11</b>
	Northwest	0.00	0.00	0.00
	East	15,000.00	3,671.10	11,328.90
	Southwest	0.00	2,176.79	-2,176.79
17. Inspection, Abate, Demo.	<b>Total</b>	<b>25,000.00</b>	<b>6,614.50</b>	<b>18,385.50</b>
	Northwest	0.00	0.00	0.00
	East	25,000.00	6,614.50	18,385.50
	Southwest	0.00	0.00	0.00
	<b>Sub-Total</b>	<b>738,033.00</b>	<b>172,432.42</b>	<b>565,600.58</b>
	Northwest	198,843.00	9,683.93	189,159.07
	East	379,226.00	38,715.27	340,510.73
	Southwest	159,964.00	124,033.22	35,930.78
18. Asbestos Cleanup	<b>Total</b>	<b>17,500.00</b>	<b>6,000.00</b>	<b>11,500.00</b>
Remaining Expenses				
19. Intersection Modifications	<b>Total</b>	<b>75,000.00</b>	<b>22,442.67</b>	<b>52,557.33</b>
<b>TOTAL</b>		<b>830,533.00</b>	<b>200,875.09</b>	<b>629,657.91</b>