

**REDEVELOPMENT AGREEMENT**

**BETWEEN**

**THE TAX INCREMENT FINANCING COMMISSION  
OF KANSAS CITY, MISSOURI,**

**AND**

**THE CITY OF KANSAS CITY, MISSOURI**

**FOR THE DESIGN AND CONSTRUCTION OF TRAILS BETWEEN NORTH  
TOPPING AVENUE AND NE 48<sup>TH</sup> STREET, AS CONTEMPLATED  
BY THE CHOUTEAU & I-35 TAX INCREMENT FINANCING PLAN**

**Dated: March \_\_\_\_, 2023**

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## **EXHIBITS**

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## REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (this “**Agreement**”) is made as of March \_\_\_\_ 2023, by and between the TAX INCREMENT FINANCING COMMISSION OF KANSAS CITY, MISSOURI (the “**Commission**”) and THE CITY OF KANSAS CITY, MISSOURI (the “**City**”) with respect to the following facts and objectives:

A. Pursuant to the Real Property Tax Increment Financing Allocation Act, Section 99.100 RSMo. 1988, et seq., as amended (“**Act**”), on April 23, 1998, the City Council of Kansas City, Missouri (the “**Council**”), by way of Ordinance No. 980426, approved the Chouteau & I-35 Tax Increment Financing Plan and designated the area described therein as a redevelopment area (the “**Redevelopment Area**”).

B. The Chouteau & I-35 Tax Increment Financing Plan was subsequently amended several times by the Council’s passage of a series of Ordinances (the Chouteau & I-35 Tax Increment Financing Plan, as amended, is hereafter referred to as the “**Plan**”).

C. The Plan provides, among other things, for the design and construction of a 10’ wide concrete non-motorized transportation facility along Searcy Creek between NE Parvin Road to approximately North Topping Avenue and the grading and culvert improvements for a future trail improvement from approximately North Topping Avenue to NE 48th Street (the “**Searcy Creek Trail Improvements**”), as more specifically described on **Exhibit A**.

D. The City has agreed to implement the Searcy Creek Trail Improvements, pursuant to the Plan, subject to the City’s reimbursement by the Commission for certain costs related thereto that are identified on **Exhibit B**, in accordance with the terms and conditions of this Agreement.

E. The City and the Commission desire to enter into this Agreement to set forth their mutual understanding relative to the design and construction of the Searcy Creek Trail Improvements.

**NOW, THEREFORE**, for and in consideration of the mutual covenants herein contained, the Commission and the City agree as follows:

1. **Design and Construction of the Searcy Creek Trail Improvements** The City shall implement or cause to be implemented the Searcy Creek Trail Improvements in accordance with the Scope of Services attached hereto as **Exhibit A**. The final design and construction plans for the Searcy Creek Trail Improvements shall be approved by the City, through the Director of the Public Works Department of the City of Kansas City, Missouri, and all City approvals of the same shall be communicated in writing to the Commission by the City, prior to the City submitting to the Commission for certification any costs related to the Searcy Creek Trail Improvements. All projected reimbursable Redevelopment Project costs associated with the Searcy Creek Trail Improvements, which shall not exceed \$700,000 (the “Redevelopment Project Costs”) are set forth on **Exhibit B**, attached hereto, and such reimbursable Redevelopment Project Costs shall be reimbursed to the City, subject to the terms and conditions of this Agreement.

2. Date of Completion. Subject to the other provisions of this Agreement including, without limitation, **Section 19**, the City shall cause the design and construction of the Searcy Creek Trail Improvements in accordance with **Exhibit C**, attached hereto (the “**Development Schedule**”).

3. Reimbursement to City for the Design and Construction Searcy Creek Trail Improvements. To the extent the City and its contractors have completed the design and construction of the Searcy Creek Trail Improvements and, in doing so, have complied with:

a. the City Code of General Ordinances, Chapter 3, Article IV, Division 2, Sections 3-421 through 3-469 (the MBE/WBE Ordinance). The MBE/WBE Ordinance is intended to provide an equal opportunity for minority owned business enterprises, women-owned business enterprises, minorities and women to participate in the development of TIF-assisted redevelopment projects (“**Minority Participants**”). If MBE/WBE Goals for design and construction of the Searcy Creek Trail Improvements shall be established in accordance with the MBE/WBE Ordinance, the City will adhere to all such reasonable rules, regulations, reporting procedures and forms which the Commission may from time to time promulgate for the purpose of facilitating uniform, orderly and efficient compliance with this Section,

b. the City Code of General Ordinances, Chapter 3, Article IV, Division 3, Sections 3-501 through 3-527 (Construction Workforce Ordinance), and

c. Section B of the Commission’s Certification of Costs and Reimbursement Policy, attached hereto as **Exhibit D** (For purposes of the Certification of Costs and Reimbursement Policy, City shall be deemed the “**Developer**” under such Policy).

The City shall be paid for all Searcy Creek Trail Improvement Certified Costs (as defined in **Section 4**) from funds on deposit in the Special Allocation Fund established in connection with Redevelopment Project 3 of the Plan (the “**Special Allocation**”).

4. Certification of Searcy Creek Trail Improvements Costs. The Commission may independently verify any request for payments or reimbursement of any costs related to the design and construction of Searcy Creek Trail Improvements, utilizing the services of employees of the Commission or other qualified individuals and such costs, which have been certified by the Commission pursuant to its Certification of Costs and Reimbursement Policy shall be deemed “**Searcy Creek Trail Improvement Certified Costs**” and, subject to the terms and conditions of this Agreement. The City or its contractors shall provide such information as is reasonably necessary to facilitate such verification and shall require the same of all its designated contractors and subcontractors. The Commission shall make a good faith effort to complete its verification of payment requests prior to the meeting at which a request is to be considered.

5. Bids Required for the Searcy Creek Trail Improvements. The City agrees to solicit bids from qualified contractors for the design and construction of the Searcy Creek Trail Improvements and select the lowest qualified and best bidder, which shall include compliance with the MBE/WBE Ordinance. The City shall communicate in writing to the Commission the amount

of such bids and the name of the party selected by the City to design and construct the Searcy Creek Trail Improvements.

6. Control of the Construction of the Searcy Creek Trail Improvements. The City shall have complete and exclusive control over the design and construction of the Searcy Creek Trail Improvements, subject, however, to all applicable laws, rules and regulations, including, but not limited to, all ordinances, rules and regulations of the City. The Commission, its agents or employees seeking to access and inspect the site at which the Searcy Creek Trail Improvements shall be constructed shall provide notice to the City of not less than two (2) business days prior to being provided with access to the Property and the site of the Searcy Creek Trail Improvements so that the City can coordinate such entry with its project manager.

7. Compliance with Laws. At all times during the term of this Agreement, but subject to the City's rights to contest the same in any manner permitted by law, the City, at its sole cost and expense, shall comply in every respect with all applicable laws, ordinances, rules and regulations of all federal, state, county and municipal governments, agencies, bureaus or instrumentalities thereof now in force or which may be enacted hereafter which pertain to the implementation of the Searcy Creek Trail Improvements.

8. Payment of Prevailing Wages. The City shall cause its contractors and subcontractors involved in the construction of the Searcy Creek Trail Improvements (a) to pay prevailing wage rates as established under RSMo. §290-210 through §290-340, inclusive, (b) to comply with the procedures set forth on **Exhibit E**, attached hereto, and the reporting procedures set forth on **Exhibit E-1**, attached hereto and (c) to indemnify, protect and defend the Commission and its officers, members, agents and employees against any and all claims, demands, liabilities and costs, including reasonable attorneys' fees, costs and expenses, arising from damage or injury, actual or claimed, of whatever kind or character (including consequential and punitive damages) occurring or allegedly occurring as a result of such contractor's or subcontractor's failure to comply with this Section.

9. Payment Bond. The City shall cause each of its contractors engaged to design, and construct the Searcy Creek Trail Improvements (a) to furnish a payment bond, with good and sufficient sureties, which among other conditions, shall be conditioned for the payment of any and all materials, incorporated, consumed or used in connection with the design and construction of the Searcy Creek Trail Improvements and all insurance premiums, both for compensation and for all other kinds of insurance required by the construction contract, and for all labor performed in such work whether by subcontractor or otherwise, and (b) cause its contractors and subcontractors to indemnify, protect and defend the Commission and its officers, members, agents and employees against any and all claims, demands, liabilities and costs, including reasonable attorneys' fees, costs and expenses, arising from damage or injury, actual or claimed, of whatever kind or character (including consequential and punitive damages) occurring or allegedly occurring as a result of such contractor's or subcontractor's failure to comply with this Section. The payment bond shall remain in effect for a period consistent with standards established by the Parks and Recreation Department of the City of Kansas City, Missouri and until the date the design and construction of the Searcy Creek Trail Improvements receives a Certificate of Completion and Compliance from the Commission.

10. Certificate of Completion and Compliance. Within sixty (60) days of the completion of the design and construction of the Searcy Creek Trail Improvements, the City shall submit to the Commission a report certifying that the design and construction of the Searcy Creek Trail Improvements has been completed in accordance with Exhibit A and that the City is in compliance with all provisions of this Agreement and that it has provided to the Commission, or its independent cost certifier, all documentation required by the Commission's Certification of Costs and Reimbursement Policy, attached hereto as Exhibit D. The City shall, as part of its report, (a) certify the total cost of completing the Searcy Creek Trail Improvements, and (b) include such supporting documentation necessary for the Commission, or its independent certifier, to substantiate all the costs related to the design and construction of the Searcy Creek Trail Improvements, as described in the Plan, incurred by the City and presented to the Commission for certification. The Commission shall forward the City's report and request for reimbursement to the Commission's cost certifier and the Commission shall exert reasonable best efforts to cause the cost certifier to render a recommendation to the Commission as to whether costs referenced therein should be certified. The Commission may conduct an investigation, and if the Commission determines that the design and construction of the Searcy Creek Trail Improvements have been completed in accordance with the provisions of the Plan and this Agreement, including, but not limited to, the following policies and procedures incorporated herein (if applicable): the MBE/WBE Ordinance, Procedures for the Payment of Prevailing Wages, and other required governmental approvals and that all costs related to the design and construction of the Searcy Creek Trail Improvements have been certified pursuant to the Commission's Certification of Costs and Reimbursement Policy, the Commission shall issue a Certificate of Completion and Compliance and certify such costs. If the Commission determines that the design and construction of the Searcy Creek Trail Improvements, or any phase or portion of the design and construction of the Searcy Creek Trail Improvements, has not been completed in accordance with the provisions of this Section, or that any costs related to the design and construction of the Searcy Creek Trail Improvements have not been certified, pursuant to the Commission's Certification of Costs and Reimbursement Policy, then the Commission may, in its sole discretion, (x) not issue a Certificate of Completion and Compliance, (y) withhold reimbursement of costs related to the design and construction of the Searcy Creek Trail Improvements and (z) specify in writing the reason or reasons for withholding its certification. Upon the request of the City, the Commission shall hold a hearing at which the City may present new and/or additional evidence.

a. The issuance of a Certificate of Completion and Compliance by the Commission shall be a conclusive determination of the satisfaction and termination of the covenants in this Agreement, with respect to the obligations of the City to complete the design and construction of the Searcy Creek Trail Improvements within the dates for the beginning and completion thereof and in accordance with Exhibit C, attached hereto.

b. Each such Certificate of Completion and Compliance issued by the Commission shall contain a description of the real property affected thereby and shall be in such form as will enable such certificate to be accepted for recording in the Office of the Recorder of Deeds in the county in which such property is located.

11. Payment of Costs.



a. Subject to the conditions and obligations of the City under this Agreement, including **Section 3**, and the availability of funds in the Special Allocation Fund, the Commission, subject to the terms of this Agreement, shall reimburse the City up to \$700,000 of the Searcy Creek Trail Improvement Certified Costs, as provided in this Agreement.

b. Requests for reimbursement shall be in writing and include adequate documentation as to the expenditure of funds and the quantity of work completed. Only requests for reimbursement presented to the Commission in a manner consistent with the Certification of Costs and Reimbursement Policy shall be considered by the Commission. If the Commission does not approve all or part of a requested progress payment, it shall, if requested to do so by the City, specify in writing the reason or reasons for withholding its approval. Upon request of the City, the Commission shall promptly hold a hearing at which the City may present new and/or additional evidence.

c. The Commission may independently verify any request for progress payments, utilizing the services of employees of the Commission or other qualified individuals. The City shall provide such information as is reasonably necessary to facilitate such verification and shall require the same of all its designated contractors and subcontractors. The Commission shall make a good faith effort to complete its verification of progress payment requests prior to the meeting at which a request is to be considered.

12. **Assignment.** The City agrees that this Agreement and the rights, duties and obligations hereunder may not and shall not be assigned by the City except upon terms and conditions agreeable to the Commission. In the event this Agreement is assigned in whole or part, the City shall not be relieved from any obligations set forth herein unless and until the Commission specifically agrees in writing to release the City.

13. **MBE/WBE Ordinance.** With respect to the design and construction of the Searcy Creek Trail Improvements, the City, acting through its Civil Rights and Equal Opportunity Department, will comply with the MBE/WBE Ordinance, as amended from time to time and incorporated herein by this reference, contractually require its contractors and subcontractors to comply with the terms and provisions of the MBE/WBE Ordinance, exert best efforts to enforce such provisions to the maximum extent permitted by law and further provide that the Commission shall be a third-party beneficiary with respect to the compliance and enforcement of such provisions. The MBE/WBE Ordinance (a) establishes affirmative action goals with respect to the aggregate amount of all costs incurred in connection with the implementation of the design and construction of the Searcy Creek Trail Improvements, (b) requires the City and its contractors to exert good faith efforts to meet such goals, (c) requires the City and its contractors to deliver a professional services utilization plan and a construction services utilization plan to the Civil Rights and Equal Opportunity Department of the City for its approval and (d) requires the City and its contractors to exert good faith efforts, as determined by the Commission, to comply with such utilization plans during the implementation of the design and construction of the Searcy Creek Trail Improvements. The MBE/WBE Ordinance is intended to provide an equal opportunity for minority owned business enterprises, women-owned business enterprises, minorities and women to participate in the development of TIF-assisted redevelopment projects (“**Minority Participants**”). Prior to or simultaneously with the certification and reimbursement of any costs

related to the design and construction of the Searcy Creek Trail Improvements incurred by the City in connection with the implementation of the design and construction of the Searcy Creek Trail Improvements the City shall report to the Commission the progress of the City's utilization of Minority Participants in the design and construction of the Searcy Creek Trail Improvements and, within sixty (60) days of the completion of the design and construction of the Searcy Creek Trail Improvements, the City shall provide a final report, which shall describe the utilization of Minority Participants in connection with the implementation of the design and construction of the Searcy Creek Trail Improvements. The parties hereto and their successors and assigns expressly agree that the Minority Participants, who shall have demonstrated to the Commission's satisfaction, financial harm or injury as a result of the City's failure to comply with the MBE/WBE Ordinance, shall be third-party beneficiaries with respect to the enforcement and performance of this **Section 13**. The City will adhere to such reasonable rules, regulations, reporting procedures and forms which the Commission may from time to time promulgate for the purpose of facilitating uniform, orderly and efficient compliance with the MBE/WBE Ordinance and which do not alter the goals established by the Civil Rights and Equal Opportunity Department of the City and incorporated within utilization plans for professional services and construction services ("**Utilization Plans**"). Prior to any costs being incurred with respect to the design and construction of the Searcy Creek Trail Improvements, Utilization Plans for design and construction of the Searcy Creek Trail Improvements will be submitted to and approved by the Civil Rights and Equal Opportunity Department of the City.

14. Work Force. With respect to the implementation of the design and construction of the Searcy Creek Trail Improvements, the City, as required Construction Workforce Ordinance, and acting through its Civil Rights and Equal Opportunity Department, shall comply with the Commission's Workforce Policy, as amended from time to time and attached hereto as **Exhibit F** (the "**Workforce Policy**") and incorporated herein by this reference, and cause its contractors and subcontractors to comply with the terms and provisions of the Workforce Policy, exert best efforts to enforce such provisions to the maximum extent permitted by law and further provide that the Commission shall be a third party beneficiary with respect to the compliance and enforcement of such provisions. The Workforce Policy supports and implements the Construction Workforce Ordinance and creates a construction employment program ("**Construction Employment Program**") that establishes goals for the employment of minority, women and resident workers for certain construction contractors engaged by the City, its departments and agencies, including the Commission.

15. Breach; Compliance.

a. If the City does not comply with provisions of this Agreement, within the time limits and in the manner for the completion of the design and construction of the Searcy Creek Trail Improvements as herein stated, except for Excusable Delays, in that the City shall do, permit to be done, or fail or omit to do, or shall be about do, or fail or omit to have done, anything contrary to or required of it by this Agreement or the Act, and if, within thirty (30) days after written notice of such default by the Commission to the City, and the City shall not have cured such default or commenced such cure or be diligently pursuing the same if such cure would reasonably take longer than said thirty (30) day period, then the Commission may institute such proceedings as may be necessary in its opinion to cure the default, including, but not limited to, proceedings to compel specific

performance by the City of its obligations and the Commission is granted the specific right to terminate this Agreement, the specific right to withhold or apply funds claimed by the City from the Special Allocation Fund to such extent as is necessary to protect the Commission from loss or to ensure that the Property is acquired and the design and construction of the Searcy Creek Trail Improvements is fully and successfully implemented in a timely fashion and the specific right to withhold issuance of a Certificate of Completion and Compliance.

b. If the Commission fails to comply with the provisions of this Agreement, and within thirty (30) days after written notice of such default by the City to the Commission, the Commission shall not have cured such default or commenced such cure or be diligently pursuing the same if such cure would reasonably take longer than said thirty (30) day period, then the City may institute such proceedings in law or in equity to cure the default.

c. The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by either party shall apply to obligations beyond those expressly waived.

d. Any delay by any party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this **Section 15** shall not operate as a waiver of such rights or limit them in any way. No waiver made by any party of any specific default by any other party shall be considered or treated as a waiver of the rights of any party with respect to any other defaults, or with respect to the particular default except to the extent specifically waived.

16. Mediation. NOTWITHSTANDING ANYTHING HEREIN STATED IN THIS AGREEMENT TO THE CONTRARY, ANY UNRESOLVED DISPUTE WITH RESPECT TO THIS AGREEMENT SHALL BE SUBMITTED TO MEDIATION BY A SINGLE MEDIATOR. The mediator shall be a person located in the Kansas City metropolitan area agreed to by the parties. If the parties cannot agree to a mediator, the selection shall be made by the Presiding Judge of the Circuit Court of Jackson County, Missouri, on the application of either party. All expenses and fees of the mediator and the mediation shall be assessed by the mediator as he or she finds equitable and just based on his or her findings with respect to the dispute; provided, however, that each party shall bear the expenses and fees of any attorneys, accountants, expert witnesses or others appearing or submitting any materials on such party's behalf.

17. Modification. The terms, conditions and provisions of this Agreement can be neither modified nor eliminated except by written agreement between the Commission and the City. Any such modification to this Agreement as approved shall include an attachment of this Agreement, as approved and executed, for reference.

18. Effective Date. This Agreement shall become effective on the date set forth herein, and shall remain in full force and effect until the completion of the acquisition of the Property and completion of the design and construction of the Searcy Creek Trail Improvements called for in

the Plan and this Agreement, and so long thereafter as (a) obligations remain outstanding under this Agreement, or (b) there are any remaining Searcy Creek Trail Improvement Certified Costs which have not been reimbursed to the City in accordance with this Agreement. At such time as all of the obligations and costs set forth in the preceding sentence have been satisfied and reimbursed, this Agreement shall terminate, provided that in any event, the obligations of the City and Commission arising under the terms and conditions of this Agreement, with respect to the design and construction of the Searcy Creek Trail Improvements, including, but not limited to, the reimbursement of Searcy Creek Trail Improvement Certified Costs, shall cease no later than December 31, 2023.

19. Excusable Delays. The parties understand and agree that the City shall not be deemed to be in default or breach of this Agreement because of delays or temporary inability to proceed due in whole or in part to causes beyond the reasonable control or without the material fault of the City or its contractors, including without limitation strikes, lockouts, the unavailability of necessary materials or labor, delays in the city inspection process and inclement weather (collectively “**Excusable Delays**”). The time of performance hereunder shall be extended for the period of any Excusable Delays caused or resulting from any of the foregoing causes, it being understood that the City is entitled to such extensions upon presentation of reasonable evidence and/or documentation of the periods of such Excusable Delays to the Commission.

20. Notice. All notices required by this Agreement shall be in writing and shall be served either personally or by certified mail, or by any other delivery service which obtains a receipt for delivery unless any such notice is required by law and such law provides a different form of delivery or service. Any such notice or demand served personally shall be delivered to the party being served (provided that such notice may be delivered to the receptionist or any other person apparently in charge of such party’s office at its address hereinafter set forth), and shall be deemed complete upon the day of actual delivery or attempted delivery, as shown by an affidavit of the person so delivering such notice. Any notice so served by certified mail shall be deposited in the United States Mail with postage thereon fully prepaid and addressed to the party or parties so to be served at its address hereinafter stated, and service of any such notice by certified mail shall be deemed complete on the date of actual delivery as shown by the certified mail receipt. Service of any such notice by another delivery service shall be deemed complete upon the date of delivery as shown on the receipt obtained by such delivery service.

Notices to the Commission

shall be addressed to:

Tax Increment Financing Commission  
300 Wyandotte, Suite 400  
Kansas City, Missouri 64105  
Executive Director

with a copy to:

Bryan Cave Leighton Paisner LLP  
3800 One Kansas City Place  
1200 Main Street  
Kansas City, Missouri 64105  
Attn: Wesley O. Fields

Notices to City shall  
be addressed to:

City of Kansas City, Missouri  
29th Floor, City Hall  
414 E. 12<sup>th</sup> Street  
Kansas City, Missouri 64106  
Attn: City Manager

with a copy to:

Law Department  
28th Floor, City Hall  
414 E. 12<sup>th</sup> Street  
Kansas City, Missouri 64106  
Attn: City Attorney

Each party shall have the right to specify that notice be addressed to any other address by giving to the other party ten (10) days' written notice thereof.

21. Headings. The headings or captions of this Agreement are for convenience and reference only, and in no way define, limit, or describe the scope or intent of the contract or any provisions hereof.

22. Validity and Severability. It is the intention of the parties hereto that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement, other than the City's obligation to implement or cause the design and construction of the Searcy Creek Trail Improvements in accordance with **Section 1** of this Agreement, the Commission's obligation to remit the Commission's Contribution to the City or to reimburse the City for certain costs in accordance with **Sections 3 and 11** of this Agreement and any other provision containing material benefits bargained for under the Agreement, the exclusion of which or deemed unenforceability of which would constitute a failure of consideration for a party to go forward with its obligations, shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

If this Agreement contains any unlawful provisions not an essential part of this Agreement and which shall not appear to have a controlling or material inducement to the making thereof, such provisions shall be deemed of no effect and shall be deemed stricken from this Agreement without affecting the binding force of the remainder. In the event any provision of this Agreement is capable of more than one interpretation, one which would render the provision invalid and one which would render the provision valid, the provision shall be interpreted so as to render it valid.

23. Time is of the Essence. Time and exact performance are of the essence of this Agreement.

24. Sole Agreement. This Agreement, including all exhibits, riders or addenda attached hereto, constitutes the sole agreement between the parties and supersedes any prior understandings or written or oral agreements between the parties.

25. Technical Amendments. In the event that there are minor inaccuracies contained herein or any Exhibit attached hereto or any other agreement contemplated hereby, or the parties agree that changes are required due to unforeseen events or circumstances, or technical matters arising during the term of this Agreement, which changes do not alter the substance of this Agreement, the respective presiding officers of the Commission, and the officers of the City, are authorized to approve such changes, and are authorized to execute any required instruments, to make and incorporate such amendment or change to this Agreement or any Exhibit attached hereto or any other agreement contemplated hereby.

26. Representations and Warranties. City hereby represents and warrants to the Commission the following:

a. City has all requisite power and authority to enter into, execute and deliver this Agreement, and to consummate the transactions contemplated hereby and to perform the obligations hereunder.

b. This Agreement has been duly executed and delivered by City, assuming the due execution and delivery hereof by the Commission and other parties thereto, constitute a legal, valid and binding obligation, of City, enforceable against City in accordance with their respective terms and conditions.

27. Choice of Law. The interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Missouri. Venue for any cause of action arising out of or in connection with this Agreement shall be in Jackson County, Missouri.

28. Multiple Counterparts. This Agreement may be executed in multiple counterpart copies, each of which will be considered an original and all of which constitute but one and the same instrument, binding on all parties hereto, even though all the parties are not signatories to the same counterpart. Any counterpart of this Agreement which has attached to it separate signature pages which together contain the signatures of all parties hereto shall be deemed for all purposes a fully executed original.

29. Continued Cooperation of Parties. Each party agrees that, upon the request of the other, it will provide such other information, documents or instruments and/or undertake such further actions as may be reasonably requested in order to give full force and effect to the intent of the provisions, terms and covenants of this Agreement.

*[The remainder of this page intentionally left blank. Signature pages to follow.]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed pursuant to due authority as of the date first above set forth.

**TAX INCREMENT FINANCING  
COMMISSION OF KANSAS CITY,  
MISSOURI**

ATTEST:

By: \_\_\_\_\_  
Heather A. Brown, Secretary

By: \_\_\_\_\_  
Alissia R. Canady, Chair

Approved as to form:

By: \_\_\_\_\_  
Wesley O. Fields, Counsel to the Commission

STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF JACKSON    )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned a Notary Public in and for the County and State aforesaid, came Alissia R. Canady, the Chair of the Tax Increment Financing Commission of Kansas City, Missouri, a commission duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, who is personally known to me to be the same person who executed, as such official, the within instrument on behalf of said commission, and such person duly acknowledged the execution of the same to be the act and deed of said commission.

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

\_\_\_\_\_  
Signature of Notary Public

My Commission Expires:  
  
\_\_\_\_\_

**CITY OF KANSAS CITY, MISSOURI,**

By: \_\_\_\_\_  
Brian Platt, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant City Attorney

STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF JACKSON    )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, a Notary Public in and for the state and county aforesaid, appeared Brian Platt, to me personally known, and who being by me duly sworn, did say that he/she is the City Manager of the City of Kansas City, Missouri, and, as such official, executed the within instrument on behalf of the City of Kansas City, Missouri, and such person duly acknowledged the execution of the same to be the act and deed of said the City of Kansas City, Missouri.

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

\_\_\_\_\_  
Signature of Notary Public

My Commission Expires:  
  
\_\_\_\_\_



## **Exhibit A**

### **Searcy Creek Trail Improvements**

Construction of a 10' wide concrete non-motorized transportation facility along Searcy Creek between NE Parvin Road to approximately North Topping Avenue and the grading and culvert improvements for a future trail improvement from approximately North Topping Avenue to NE 48th Street. Improvements will include the following:

1. Local, State and Federal Permitting
2. Right of Way Acquisition
3. Utility Relocation
4. Traffic Control
5. Geotechnical Testing and Inspections
6. Bidding
7. Grading
8. Storm Sewer Construction
9. Waterline Construction
10. Curb Construction
11. Asphalt Construction
12. Sidewalk Construction
13. Streetlights
14. Striping
15. Seeding
16. Sediment and Erosion Control
17. Landscaping
18. Construction Inspection
19. Project Administration
20. Any other construction and administration related activities to be determined throughout the design and bidding process.

# Searcy Creek Trail Segment 2 Clay County, Missouri



**Exhibit B**

**Searcy Creek Trail Improvements Costs**

Construction	\$1,471,905.33
Project Management	\$50,000.00
Property Acquisition	<u>\$0.00</u>
Total	\$1,521,905.33

\* The Commission shall not be obligated to pay or reimburse Redevelopment Project Costs in excess of \$700,000.00

**Exhibit C**

**Development Schedule**

Searcy Creek Trail Improvements Schedule

Bidding	June 2022	to	December 2022
Construction	March 2023	to	December 2024

**Exhibit D**

**Certification of Costs and Reimbursement Policy**

**Exhibit E**

**Payment of Prevailing Wages Policy**

## **Exhibit E-1**

### **Workforce Reporting Procedures**

Pursuant to City Resolution No. 200554 (the “Workforce Resolution”), the Developer shall comply with the following reporting requirements:

(A) complete City’s Form 00490 entitled “Pre-contract Certification” that sets forth each contractor’s or subcontractor’s prevailing wage and tax compliance history for the two (2) years prior to any bids for work to be done in furtherance of the Agreement, retain such forms for one (1) year and make them available to the City within five (5) days after written request,

(B) keep and require each of its contractors and subcontractors engaged in the construction of the Searcy Creek Trail Improvements contemplated by the Agreement and described on **Exhibit A** and for which costs are anticipated to be reimbursed to keep full and accurate records on the City’s “Daily Labor Force Report” Form indicating the worker’s name, occupational title or classification group & skill and the workers’ hours and submit such reports to the City each day,

(C) submit and require each of its contractors and subcontractors engaged in the construction of the Searcy Creek Trail Improvements contemplated by the Agreement and described on **Exhibit A** and for which costs are anticipated to be reimbursed to submit electronically to submit in a format prescribed by the City, Certified Payroll Report Information indicating the worker’s name, address, social security number, occupation(s), craft(s) of every worker employed in connection with such Searcy Creek Trail Improvements with the number of hours worked by each worker and the actual wages paid in connection with such Searcy Creek Trail Improvements and other pertinent information as requested by the City,

(D) submit and require each of its contractors and subcontractors engaged in the construction of the Searcy Creek Trail Improvements contemplated by the Agreement and described on **Exhibit A** and for which costs are anticipated to be reimbursed to submit electronically, in format prescribed by the City, a Payroll Certification, which must be signed by the employee or agent who pays or supervises the payment of the workers employed by the contractor and each subcontractor (the Daily Labor Force Report, documents used to compile information for the Certified Payroll Report, and Payroll Certification are collectively referred to as the “Records”) and

(E) the Developer and its contractors and subcontractors shall agree that all Records shall be considered a public record and the Developer shall cause its contractors and subcontractors to provide the Records to the City in the format required by the City within three (3) working days of any request by the Commission at the Redeveloper’s cost (collectively, the “Workforce Monitoring Program Provisions”).

**Exhibit F**

**Work Force Policy**