

**SECOND AMENDMENT TO AGREEMENT BETWEEN  
THE TAX INCREMENT FINANCING COMMISSION OF KANSAS CITY,  
MISSOURI AND THE CITY OF KANSAS CITY, MISSOURI FOR THE DESIGN OF A  
TRAIL SEGMENT ALONG SHOAL CREEK BETWEEN NORTH BRIGHTON  
AVENUE AND PLEASANT VALLEY ROAD PURSUANT TO  
THE SHOAL CREEK PARKWAY TAX INCREMENT FINANCING PLAN**

THIS SECOND AMENDMENT (this “Amendment”), entered into on January \_\_\_, 2021, amends that certain Agreement between the TAX INCREMENT FINANCING COMMISSION OF KANSAS CITY, MISSOURI (the “Commission”) and THE CITY OF KANSAS CITY, MISSOURI (the “City”), dated July 14, 2017 and amended on July 20, 2020 (the “Original Agreement”) (capitalized terms used herein without definition shall have the meanings ascribed thereto in the Original Agreement).

**R E C I T A L S**

A. A plan for redevelopment known as the “Shoal Creek Parkway Tax Increment Financing Plan” for an area designated therein as the redevelopment area (the “Redevelopment Area”) was approved by the City Council of the City (the “City Council”), by Ordinance No. 941443 on November 10, 1994;

B. The Shoal Creek Parkway Tax Increment Financing Plan was subsequently amended by the City Council by the passage of a series of Ordinances (the Shoal Creek Tax Increment Financing Plan and each amendment thereto, collectively, shall be referred to as the “Plan”);

C. The Plan provides, among other things, for the design and construction of public infrastructure improvements within the Redevelopment Area, and specifically the design and construction of a trail segment along Shoal Creek, between North Brighton avenue and Pleasant Valley Road (the “Shoal Creek Trail Segment 3”);

D. The Commission and the City, on July 14, 2017, entered into the Original Agreement, which provides for the City to cause the design of Shoal Creek Trail Segment 3 to be completed by December 31, 2019;

E. One July 20, 2020, the City and the Commission amended the Original Agreement (the “First Amendment”) to extend the date for the completion of the design of the Shoal Creek Trail Segment to December 31, 2021.

F. The Commission, upon the recommendation of the Shoal Creek Advisory Committee and pursuant to Resolution No. 1-\_\_\_-21, and the City now desire to amend the Original Agreement, as amended by the First Amendment, for the purpose providing for the construction of the Shoal Creek Trail Segment 3, as described herein.

## A G R E E M E N T

In consideration of the mutual promises, covenants and conditions set forth in this Amendment, the parties hereto mutually agree as follows:

**1. Amendment No. 1.** Section 1 of the Original Agreement, entitled Design of the Shoal Creek Trail Segment 3, is hereby amended by deleting Section 1 in its entirety and inserting in lieu thereof the following Section 1.

1. Design and Construction of the Shoal Creek Trail Segment 3. The City shall implement or cause to be implemented the Shoal Creek Trail Segment 3 in accordance with the Scope of Services attached hereto as **Exhibit A**. The final design and construction plans for the Shoal Creek Trail Segment 3 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 Shoal Creek Trail Segment 3. All projected reimbursable Redevelopment Project costs associated with the Shoal Creek Trail Segment 3, which shall not exceed \$1,400,000 (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 and that certain Reimbursement Prioritization Agreement, dated December 15, 2017, and as amended from time to time among the City, the Commission, Star Acquisitions, Inc., Mid-Continent Public Library and Hunt Mid-West Real Estate Development, Inc. (the “Prioritization Agreement”).

**2. Amendment No. 2.** Section 2 of the Original Agreement, entitled Date of Completion, is hereby amended by deleting Section 2 in its entirety and inserting in lieu thereof the following Section 2.

2. Date of Completion. Subject to the other provisions of this Agreement including, without limitation, **Section 6**, the Prioritization Agreement and the availability of Economic Activity Taxes on deposit in the Special Allocation Fund established in connection with the Plan, as amended (the “Special Allocation Fund”), to reimburse the City for all certified Redevelopment Project Costs as described herein, the City shall cause the Shoal Creek Trail Segment 3 to be completed by July ~~31~~<sup>14</sup>, 2023, pursuant to the Development Schedule, attached hereto as **Exhibit E**.

**3. Amendment No. 3.** Section 4 of the Original Agreement, entitled Progress Reports, is hereby amended by deleting Section 4 in its entirety and inserting in lieu thereof the following Section 4.

4. Progress Reports.

a. Prior to May 31<sup>st</sup> of each year during the Term, beginning on the first May 31<sup>st</sup> to occur following the first anniversary of the execution of this Agreement, and continuing thereafter until the Design of the Shoal Creek Trail Segment 3 is completed, the City shall report to the Commission the progress of its implementation of the Design of the Shoal Creek Trail Segment 3, pursuant to the

Annual Assessment Form, attached hereto as **Exhibit C**. Unless this Agreement is terminated or is otherwise null and void, at the first regularly-scheduled meeting of the Commission following the fifth anniversary of the first submission of the Annual Assessment Form and on each five-year anniversary thereafter, the City shall prepare and present to the Commission a detailed report on the progress of implementation of the Shoal Creek Trail Segment 3. Such report shall include at least the following information and may contain such other information with regard to the Shoal Creek Trail Segment 3 as the City wishes to present or the Commission may reasonably require:

- (1) status of the Shoal Creek Trail Segment 3;
- (2) actual Redevelopment Project Costs for the Shoal Creek Trail Segment 3 compared to estimates set forth in the Plan, as amended; and
- (3) estimated start date of any portion of the Shoal Creek Trail Segment 3 not yet commenced at date of report.

b. The City shall from time to time furnish such other reports on specific matters not addressed by the foregoing as the Commission may reasonably require.

**4. Amendment No. 4.** Section 5 of the Original Agreement, entitled Compliance with Laws, is hereby amended by deleting Section 5 in its entirety and inserting in lieu thereof the following Section 5.

5. Compliance with Laws. At all times during the term of this Agreement, but subject to the City's right to contest the same in any manner permitted by law, the City, its officers, directors, and principals, at their 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 Shoal Creek Trail Segment 3, as well as the hiring of all the City's independent contractors utilized in connection with the Shoal Creek Trail Segment 3. The City shall contractually require its independent contractors to comply with this **Section 5**.

**5. Amendment No. 5.** Section 6 of the Original Agreement, entitled Certificate of Completion and Compliance, is hereby amended by deleting Section 6 in its entirety and inserting in lieu thereof the following Section 6.

a. Within sixty (60) days of the completion of the Shoal Creek Trail Segment 3 and in order to ensure that the City has satisfied its obligations under the Plan, as amended, and this Agreement to implement the Shoal Creek Trail Segment 3, the City shall notify the Commission (the "Notice of Completion") in writing:

(1) that the Shoal Creek Trail Segment 3 has been completed in accordance with the Plan and that the City is in compliance with all provisions of this Agreement,

(2) that it has submitted all documents required by the Commission's Certification of Costs and Reimbursement Policy, attached hereto as **Exhibit D**.

b. The Commission, upon receipt of the Notice of Completion, shall examine and determine:

(1) whether the Shoal Creek Trail Segment 3 has been completed in accordance with the provisions of the Scope of Services, attached hereto as **Exhibit A** and this Agreement.

(2) whether the Redevelopment Costs submitted by the City to the Commission and reviewed by an independent cost certifier, who shall be hired at the expense of the Commission, shall be or have been certified pursuant to the Commission's Certification of Costs and Reimbursement Policy.

c. If the Commission determines that (1) the Shoal Creek Trail Segment 3 has been completed in accordance with the provisions of the Plan, as amended, the Scope of Services, attached hereto as **Exhibit A**, and this Agreement; and (2) all Redevelopment Project Costs related to the Shoal Creek Trail Segment 3 that are eligible for reimbursement have been certified pursuant to the Commission's Certification of Costs and Reimbursement Policy, subject to **Section 1** of this Agreement (the "Certified Costs"), and that the City has complied with all provisions of this Agreement, including the policies incorporated herein and the MBE/WBE Ordinance, then the Commission shall issue a Certificate of Completion and Compliance (the "Certificate of Completion and Compliance").

d. If the Commission determines that the Shoal Creek Trail Segment 3, or any part thereof, has not been completed substantially in accordance with the provisions of this **Section 6** or that the Redevelopment Project Costs have not been certified pursuant to the Certification of Costs and Reimbursement Policy, subject to **Section 1** of this Agreement, then the Commission may, in its reasonable discretion: (1) not issue a Certificate of Completion and Compliance; and/or (2) issue a partial Certificate of Completion and Compliance for that portion of the Shoal Creek Trail Segment 3 which the Commission determines is complete; and/or (3) withhold certification of all or a portion of the Redevelopment Costs; provided however, that the Commission shall specify in writing the reason or reasons for not issuing a Certificate of Completion and Compliance and/or withholding its certification of Redevelopment Project Costs. Upon the request of the City, the Commission shall hold a hearing at which time the City may present new and/or additional evidence supporting its request for certification.

e. 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 Shoal Creek Trail Segment 3 within the dates for the beginning and completion thereof and in accordance with the criteria applicable thereto as herein set forth.

**6. Amendment No. 6.** Section 7 of the Original Agreement, entitled Payment of Certified Costs, is hereby amended by deleting Section 7 in its entirety and inserting in lieu thereof the following Section 7.

a. Subject to the conditions and obligations of the City under this Agreement, including, but not limited to, **Section 6** hereof, the Prioritization Agreement, the Commission, after, and only after the issuance of a Certificate of Completion of Compliance or a Certificate of Partial Completion and Compliance, shall reimburse the City for Certified Costs from available Economic Activity Taxes on deposit in the Special Allocation Fund.

b. Subject to all applicable terms and conditions of this Agreement, the Prioritization Agreement, the availability of Economic Activity Taxes (as hereinafter defined) in the Special Allocation Fund and the issuance of a Certification of Partial Completion and Compliance, the City shall receive progress payments from the Commission for Certified Costs incurred as the Shoal Creek Trail Segment 3 is completed. No more than one request for such payments shall be submitted each month. Such requests 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 at least thirty (30) days prior to a scheduled meeting shall be considered by the Commission at said meeting. 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 City 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.

d. If the Commission determines that the Shoal Creek Trail Segment 3, or any part thereof, has not been completed substantially in accordance with the provisions of this **Section 6** or that the Redevelopment Project Costs have not been certified pursuant to the Certification of Costs and Reimbursement Policy, subject to **Section 1** of this Agreement, then the Commission may, in its reasonable

discretion: (1) not issue a Certificate of Completion and Compliance; and/or (2) issue a partial Certificate of Completion and Compliance for that portion of the Shoal Creek Trail Segment 3 which the Commission determines is complete; and/or (3) withhold certification of all or a portion of the Redevelopment Costs; provided however, that the Commission shall specify in writing the reason or reasons for not issuing a Certificate of Completion and Compliance and/or withholding its certification of Redevelopment Project Costs. Upon the request of the City, the Commission shall hold a hearing at which time the City may present new and/or additional evidence supporting its request for certification.

e. 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 Shoal Creek Trail Segment 3 within the dates for the beginning and completion thereof and in accordance with the criteria applicable thereto as herein set forth.

**7. Amendment No. 7.** Section 9 of the Original Agreement, entitled MBE/WBE Ordinance, is hereby amended by deleting Section 9 in its entirety and inserting in lieu thereof the following Section 9.

9. MBE/WBE Ordinance. With respect to the Shoal Creek Trail Segment 3, the City shall comply with Ordinance No. 180535, as further amended (the “MBE/WBE Ordinance”) and contractually require its contractors and subcontractors to comply with the terms and provisions of the City’s 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 is intended to remedy past discrimination in contracts entered in with the City and the agencies enabled by the City, including the Commission by (a) establishing affirmative action goals with respect to the aggregate amount of all costs incurred in connection with the Shoal Creek Trail Segment 3, (b) requiring the City to exert good faith efforts to meet such goals, (c) requiring the City to deliver a professional services utilization plan and construction service utilization plan (the “Utilization Plans”) to the Human Relations Department of the City for its approval and (d) requiring the City to exert good faith efforts, as determined in accordance with the MBE/WBE Ordinance, to comply with such utilization plan during the implementation of the Shoal Creek Trail Segment 3. The MBE/WBE Ordinance is intended to provide an equal opportunity for MBE’s, WBE’s, 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 Redevelopment Costs incurred by the City in connection with the Shoal Creek Trail Segment 3, the City shall report to the Commission the progress of the City’s utilization of Minority Participants in the completion of the Shoal Creek Trail Segment 3 and, within sixty (60) days of the completion of the Shoal Creek Trail Segment 3, the City shall provide a final report, which shall describe the utilization of Minority Participants in connection with the completion of Shoal Creek Trail Segment 3. 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 in connection with the MBE/WBE Ordinance and incorporated within the Utilization Plans. Prior to any costs being incurred with respect to the Shoal Creek Trail Segment 3, Utilization Plans, for the Shoal Creek Trail Segment 3 will be submitted to and approved by the Human Relations Department of the City

**8. Amendment No. 8.** Section 14 of the Original Agreement, entitled Notice, is hereby amended by deleting Section 14 in its entirety and inserting in lieu thereof the following Section 14.

14. 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:

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

with a copy to:

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

Notices to City shall  
be addressed to:

Department of Public Works of Kansas City, Missouri  
414 E. 12<sup>th</sup> Street, 20<sup>th</sup> Floor  
Kansas City, Missouri 64106  
Attn: Director

with a copy to: Law Department  
23<sup>rd</sup> Floor, City Hall  
414 E. 12<sup>th</sup> Street  
Kansas City, Missouri 64106  
Attn: City Attorney

**9. Amendment No. 9.** The Original Agreement is hereby amended by incorporating the following Section 22.

22. Bids Required. The City agrees to solicit bids from qualified contractors for the design and construction of Shoal Creek Trail Segment 3 and select the lowest qualified and best bidder for the design and construction of the Shoal Creek Trail Segment 3, which shall include compliance with the City's MBE/WBE Ordinance. The City, through the Director of Public Works Department of the City of Kansas City, Missouri, 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 Shoal Creek Trail Segment 3.

**10. Amendment No. 10.** The Original Agreement is hereby amended by incorporating the following Section 23.

23. Control of Redevelopment Area. The City, through the Director of the Public Works Department of the City of Kansas City, Missouri, shall have complete and exclusive control over the design and construction of Shoal Creek Trail Segment 3 and, subject, however, to all applicable laws, rules and regulations, including, but not limited to, all ordinances, rules and regulations of the City, such as zoning ordinances. The Commission, its agents or employees seeking to access and inspect the Shoal Creek Trail Segment 3 and shall provide notice to the City of not less than two (2) business days prior to being provided with access to Shoal Creek Trail Segment 3 so that the City can coordinate such entry with its project manager.

**11. Amendment No. 11.** The Original Agreement is hereby amended by incorporating the following Section 24.

24. Payment of Prevailing Wages. The City shall cause its contractors and subcontractors involved in the construction of Shoal Creek Trail Segment 3 to (a) pay prevailing wage rates as established under RSMo. §290-210 through §290-340, inclusive, (b) comply with the procedures set forth on **Exhibit F** and **Exhibit G**, and attached hereto, and (c) 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.

**12. Amendment No. 12.** The Original Agreement is hereby amended by incorporating the following Section 25.



25. Payment Bond. The City shall cause each of its contractors engaged to complete the Shoal Creek Trail Segment 3 (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 construction of the Shoal Creek Trail Segment 3 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 Public Works Department of the City of Kansas City, Missouri and until the date the Shoal Creek Trail Segment 3 receives a Certificate of Completion and Compliance from the Commission.

**13. Amendment No. 13.** The Original Agreement is hereby amended by incorporating the following Section 26.

26. Performance and Maintenance Bond. The City (a) shall cause its designated contractor engaged to implement the Shoal Creek Trail Segment 3 to furnish, or cause to be furnished, a performance and maintenance bond in the full amount of each contract relating to the Shoal Creek Trail Segment 3 with good and sufficient sureties, 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 performance and maintenance bond shall remain in effect for a period consistent with the standards of the Public Works Department of Kansas City, Missouri and until the date the Shoal Creek Trail Segment 3 receives a Certificate of Completion and Compliance from the Commission.

**14. Amendment No. 14.** The Original Agreement is hereby amended by incorporating the following Section 27.

27. Work Force. With respect to the implementation of the Trail, the City, as required by City Code of General Ordinances Chapter 3, Article IV, Division 3, Section ~~3-4013-501~~ through ~~3-5253-527~~, and acting through its Human Relations Department, shall comply with the Commission's Workforce Policy, as amended from time to time and attached hereto as Exhibit H (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 City Code of General Ordinances, Chapter 3, Article IV, Division 3, Sections 3-501 through 3-525 (the “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. **Amendment No. 15.** The Original Agreement is hereby amended by replacing **Exhibit A**, entitled Design of the Shoal Creek Trail Segment 3 – Scope of Services, with **Exhibit A**, attached hereto.
16. **Amendment No. 16.** The Original Agreement is hereby amended by replacing **Exhibit B**, entitled Design Costs, with **Exhibit B**, attached hereto.
17. **Amendment No. 17.** The Original Agreement is hereby amended by replacing **Exhibit D**, entitled Certification of Costs and Reimbursement Policy, with **Exhibit D**, attached hereto.
18. **Amendment No. 18.** The Original Agreement is hereby amended by replacing **Exhibit E**, entitled Affirmative Action Policy, with **Exhibit E**, attached hereto.
19. **Amendment No. 19.** The Original Agreement is hereby amended by incorporating **Exhibit F**, entitled Procedures for the Payment of Prevailing Wages, attached hereto.
20. **Amendment No. 20.** The Original Agreement is hereby amended by incorporating **Exhibit G**, entitled Workforce Procedures, attached hereto.
21. **Amendment No. 21.** The Original Agreement is hereby amended by incorporating **Exhibit H**, entitled Workforce Policy, attached hereto.
22. **Miscellaneous.** Except as amended hereby, the Original Agreement remains in full force and effect. This First Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

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SIGNATURE PAGES FOLLOW]**



**SIGNATURE PAGE TO SECOND AMENDMENT TO AGREEMENT BETWEEN  
THE TAX INCREMENT FINANCING COMMISSION OF KANSAS CITY,  
MISSOURI AND THE CITY OF KANSAS CITY, MISSOURI FOR THE DESIGN AND  
CONSTRUCTION OF A TRAIL SEGMENT ALONG SHOAL CREEK BETWEEN  
NORTH BRIGHTON AVENUE AND PLEASANT VALLEY ROAD PURSUANT TO  
THE SHOAL CREEK PARKWAY TAX INCREMENT FINANCING PLAN**

**CITY OF KANSAS CITY, MISSOURI**

ATTEST:

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to Form and Legality:

\_\_\_\_\_  
~~Galen P. Beaufort~~ Nicole Rowlette  
~~Senior Associate~~ Assistant City Attorney

STATE OF MISSOURI                    )  
  ) ss.  
COUNTY OF JACKSON                )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public in and for the state and county aforesaid, appeared \_\_\_\_\_, to me personally known, and who being by me duly sworn, did say that he/she is \_\_\_\_\_ of the City of Kansas City, Missouri (the "City"), and that said instrument was signed on behalf of the City and the City acknowledged said instrument to be the free act and deed of the City.

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

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

**Exhibit A**  
**Shoal Creek Trail Segment 3 – Scope of Services**

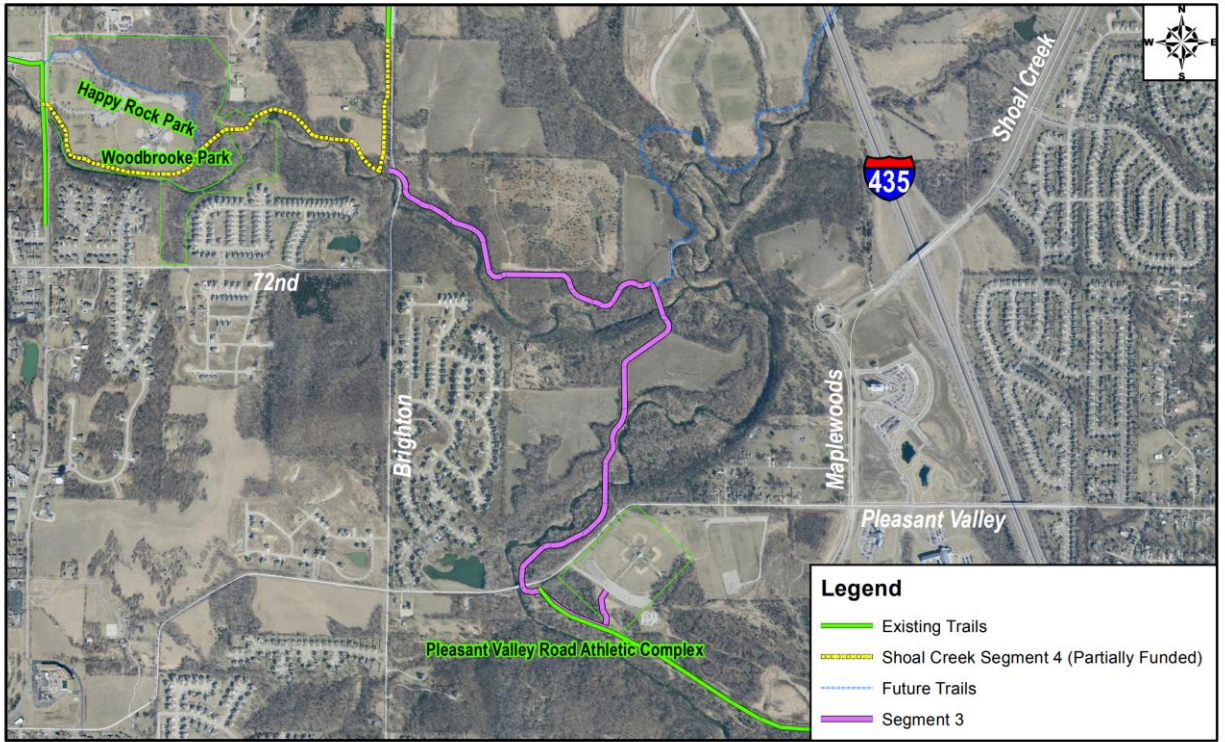
The Shoal Creek Trail Segment 3 will be a ten-foot-wide concrete trail along Shoal Creek from the west side of North Brighton to Pleasant Valley Road and will be designed using APWA and AASHTO design standards.

The total estimated redevelopment project costs for the Shoal Creek Trail Segment 3 between Pleasant Valley Road and North Brighton will be approximately \$3,000,000. The \$1,400,000 reimbursable amount will be used to start the trail on the South end at Pleasant Valley Road and the trail will continue northward. It is depicted as Phase A, Segment 3 in the attachment below.

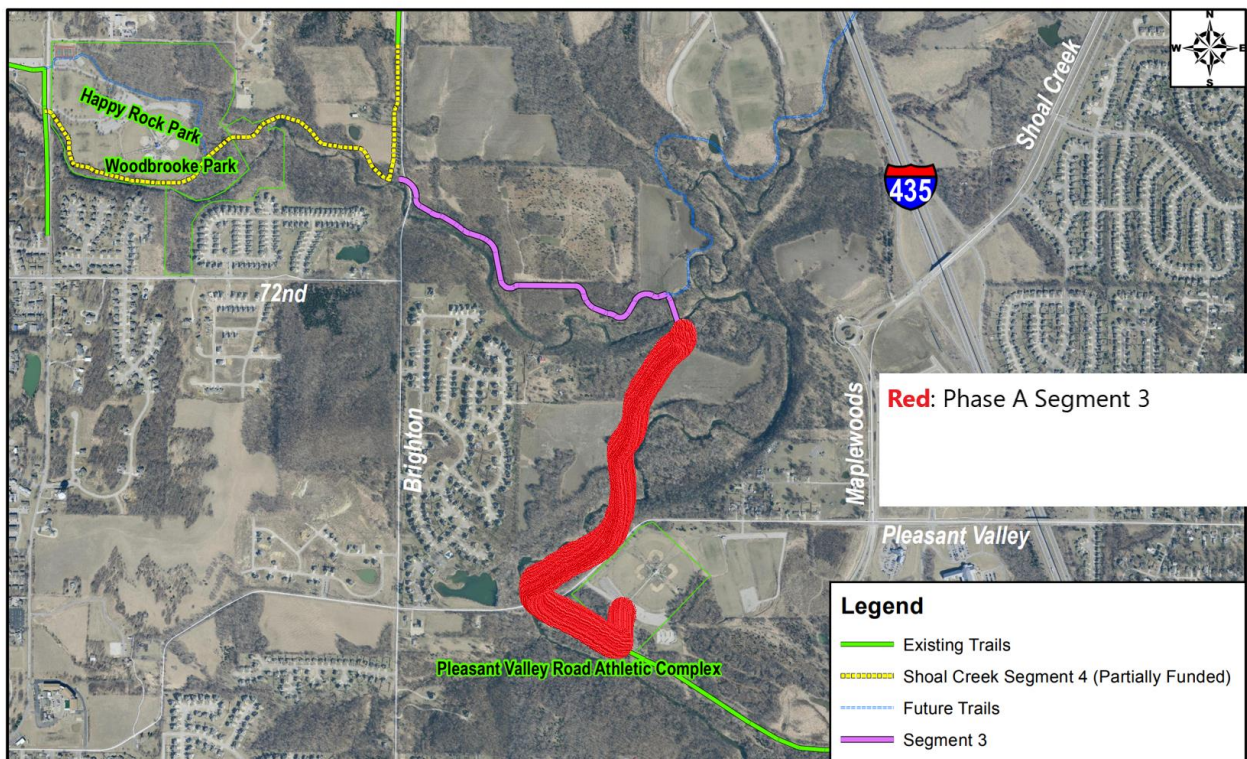
Typical design and easement items will include but not be limited to:

1. Survey
2. Trail Plan and Profile
3. Drainage Structures
4. Sidewalks
5. Street Lights
6. Traffic Control
7. Geotechnical Investigations
8. Erosion Control
9. Pavement Marking and Signage
10. Local, State and Federal Permitting
11. Legal Descriptions
12. Appraisals
13. Right of Way Negotiations
14. Public Involvement
15. Utility Coordination
16. Traffic Control
17. Geotechnical Testing and Inspections
18. Bidding
19. Project Administration
20. Any other design and administration related activities to be determined throughout the design process.

Shoal Creek Valley Trail Segment 3



Shoal Creek Valley Trail Segment 3



**Exhibit B**  
**Redevelopment Project Costs**

The reimbursable Redevelopment Project Costs related to the implementation of the **Shoal Creek Trail Segment 3** are set forth below:

Design Professional Services	\$200,000.00
Bridge Design	\$100,000.00
Right of Way Services/Acquisitions	\$200,000.00
Construction	<u>\$900,000.00</u>
Total	<b>\$1,400,000.00</b>

**Exhibit C**  
**Annual Assessment Form**



**Exhibit D**  
**Certification of Costs and Reimbursement Policy**

**Exhibit E**  
**Development Schedule**

December, 2020 – May, 2021 – Execution of Agreements  
June, 2021 – December, 2021 – Design completion  
October, 2021 – May, 2022 – ROW acquisition  
June, 2022 – August, 2022 - Bid  
September, 2022 – July, 2023 – Construction  
September, 2023 – Final Re-imbusement

**Exhibit F**  
**Procedures for the Payment of Prevailing Wages**

**Exhibit F**  
**Workforce Reporting**

Pursuant to City Resolution No. 2000554 (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 Public Improvements contemplated by the Agreement and described on **Exhibit B** 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 Public Improvements contemplated by the Agreement and described on **Exhibit B** 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 Public Improvements with the number of hours worked by each worker and the actual wages paid in connection with such Public 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 Public Improvements contemplated by the Agreement and described on **Exhibit B** 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 H**  
**Workforce Policy**