

260192

TAX REDIRECTION AGREEMENT

Between

City of Kansas City Missouri

And

HS KC PLAZA, LLC

Dated XX/XX/2026

TAX REDIRECTION AGREEMENT

THIS TAX REDIRECTION AGREEMENT (the "Agreement") is made as of the day of _____, 2026 (the "Effective Date"), by and between the **CITY OF KANSAS CITY, MISSOURI**, a constitutionally charted municipal corporation of the State of Missouri (the "City") and **HS KC PLAZA, LLC**, a Missouri limited liability company, (the "Developer") (collectively, the "Parties").

RECITALS

A. The Developer has proposed improvements to the existing Seville Plaza Hotel Trademark Collection by Wyndham which will include, but is not limited to, new furniture, fixtures, and equipment, new fire panel, window replacement, elevator upgrades, technology upgrades, and new linen and signage, (the "Seville Plaza Hotel Improvement Project" or "Project"); and

B. The Developer intends to complete the Seville Plaza Hotel Improvement Project in one phase, which includes rebranding the Seville Plaza Hotel, scheduled to be completed Spring 2026.

C. COVID-19 and the construction of the streetcar have caused substantial decreases in the revenues of the Project Area; and

D. In order to assist with the completion of and the funding of the Project Costs (defined below), the Developer and the City believe that utilizing a portion of the City's tax revenues generated within the Project Area will advance multiple primarily public purposes including, but not limited to (i) increasing employment, (ii) increasing the tax base for all affected taxing jurisdictions, and (iii) furthering the City's policy of encouraging economic stability and growth; and

E. The Project is anticipated to create seven new jobs; and

F. The City and the Developer desire to enter into this Agreement for the purpose of setting forth their respective covenants, agreements, and obligations; and

G. Developer is pursuing the redevelopment of certain real property generally located in an area bounded by East 43rd Street to the north, East 44th Street to the south, Walnut Street to the east, and Main Street to the west ("the Project Site"); and

H. The Project will benefit the City and the City's residents and visitors by maintaining hotel rooms in the midtown area and by generating an increase in taxes; and

I. City has agreed to assist Developer with expenses related to the Project in an amount not to exceed \$800,000 for costs associated with the Project to provide for interior and exterior improvements and other related costs; and

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I

GENERAL PROVISIONS, DEFINITIONS & EXHIBITS

Section 1.01 Recitals. The Recitals to this Agreement are incorporated into and shall constitute a part of this Agreement.

Section 1.02 Scope of Agreement.

The purpose of this Agreement is to outline the obligations of the Parties with respect to the City providing assistance for the Seville Plaza Hotel Improvement Project through reimbursement of certain costs with Reimbursement Funds.

Section 1.03 Definition, and Rules of Interpretation.

Unless the context clearly indicates to the contrary or unless otherwise provided herein, the following rules of interpretation shall apply to this Agreement:

(a) The terms defined in this Agreement which refer to a particular agreement, instrument or document also refer to and include all renewals, extensions, modifications, amendments, and restatements of such agreement, instrument, or document; provided that nothing contained in this sentence shall be construed to authorize any such renewal, extension, modification, amendment, or restatement, other than in accordance with this Agreement.

(b) The words "hereof," "herein," and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection, and exhibit references are to this Agreement, unless otherwise specified. Whenever an item or items are listed after the word "including," such listing is not intended to be a listing that excludes items not listed.

(c) The captions and headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.

Section 1.04 Defined Terms.

In addition to the terms defined elsewhere in this Agreement, the following terms shall have the meanings set forth as follows:

(a) "Allocable Convention & Tourism Tax" means, for each calendar year during the term, 50% of the incremental increase in the Project Area Convention & Tourism Tax received by the City, which is over and above the Project Area Convention & Tourism Tax Base Amount.

- (b) "City" means City of Kansas City, Missouri.
- (c) "City Council" means the City Council of the City of Kansas City, Missouri.
- (d) "Code" means the Municipal Code of Ordinances for the City of Kansas City, Missouri.
- (e) "Commission Agreement" means an agreement between the Developer and a separate party relating to the Seville Plaza Hotel that donates 10% of revenues of room sales referred by the separate party back to said separate party.
- (f) "Developer" means **HS KC PLAZA, LLC**.
- (g) "Eligible Reimbursement Costs" means those expenses attributable to the Project identified as Eligible Reimbursement Expenses in Exhibit B. The costs for fixtures, furniture, and expenses shall be further limited to those costs specifically identified in Exhibit B-1.
- (h) "Project" means improvements to the existing Seville Plaza Hotel Trademark Collection by Wyndham which will include, but is not limited to, exterior painting, new furniture, fixtures, and equipment, new fire panel, window replacement, elevator upgrades, technology upgrades, and new linen and signage.
- (i) "Project Area" means the 0.883-acre site on the east side of Main Street between East 43rd Street and East 44th Street in Kansas City Missouri, as more specifically defined in **Exhibit A**, attached hereto.
- (j) "Project Area Convention & Tourism Tax" means the amount of revenue received by the City which is generated by the City's 7.5% Convention & Tourism Tax for sales or charges for all sleeping rooms paid by the transient guests of hotels, motels, and tourist courts, pursuant to Code § 68-551(a)(1) (or any successor provision or tax thereto).
- (k) "Project Area Convention & Tourism Tax Base Amount" means the amount of Project Area Convention & Tourism Tax generated for calendar year 2024, and received by the City, as evidenced by the Agreement of City Base Year Verification form, in the form of **Exhibit H**.
- (l) "Project Costs" means the costs of the Seville Plaza Hotel Improvement Project including building/exterior, fire panel, windows, elevator, and furniture, fixtures, and equipment, which costs are estimated as shown on the budget attached to this Agreement as **Exhibit B**.
- (m) "Reimbursement Funds" means an amount equal to fifty percent (50%) of the Allocable Convention & Tourism Tax generated in the Project Area during the Reimbursement Period t, which amount shall be subject to the provisions of Section 4.01 of this Agreement, but in no event shall exceed \$800,000.
- (n) "Reimbursement Period" means the period of Allocable Convention & Tourism Tax generation beginning May 1, 2026 and ending the earlier of (i) the date upon which the

Developer has received Reimbursement Funds in an aggregate amount equal to the maximum Reimbursement Funds, or (ii) no later than April 30, 2041.

(o) “Seville Plaza Hotel Improvement Project” means proposed improvements to the existing Seville Plaza Hotel which will include, but is not limited to, new furniture, fixtures, and equipment, new fire panel, window replacement, elevator upgrades, technology upgrades, and new linen and signage.

(p) “Seville Plaza Hotel” means the hotel and all associated indoor and outdoor improvements supporting the operations of the hotel located within the Project Area.

(q) “Substantially Complete” means the issuance of a certificate of occupancy or temporary certificate of occupancy for the project, whichever is issued first. If the renovation does not require a certificate of occupancy, the developer will provide written notice that the renovation is complete and the change in brand affiliation to Hilton including signage has occurred.

Section 1.05 Term.

This Agreement shall become effective on the Effective Date and shall remain in full force and effect until the earlier of 1) April 30, 2041 or 2) the repayment of all funds owed to the Developer, unless otherwise terminated by, or deemed terminated by the Developer.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01 City Representation and Warranties

(a) **Organization, Authorization.** The City (1) is a constitutionally chartered city validly existing under the laws of the State of Missouri; (2) has lawsuit power and authority to enter into, execute and deliver this Agreement and to carry out its obligations hereunder, and (3) by all necessary action has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

(b) **Effect on Prior Agreements.** The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the City will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the City or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City under the terms of any instrument or agreement to which the City is a party.

(c) **Litigation.** To the best knowledge of the City, there is no action, threatened or pending, against the City, which would prevent or impair the City's performance hereunder.

(d) **Warranty.** The City represents and warrants to the Developer that the foregoing items (a), (b), and (c) are true, accurate, and complete as of the Effective Date and agrees that upon closing any transaction contemplated by this Agreement, the City shall confirm that the foregoing items (a), (b), and (c) shall be accurate, true, and complete as of the Closing Date of such transaction.

Section 2.02 Developer Representation and Warranties.

(a) **Organization, Authorization.** The Developer (1) is a limited liability company validly existing under the laws of the State of Missouri; (2) has lawful power and authority to enter into, execute and deliver this Agreement and to carry out its obligations hereunder; and (3) by all necessary action has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

(b) **Prior Agreements.** The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms or conditions hereof do not and will not conflict with or result in a breach of any terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(c) **Litigation.** To the best knowledge of Developer, there is no action, threatened or pending, against the Developer which would prevent or impair the Developer's performance hereunder.

(d) **Warranty.** The Developer represents and warrants to the City that the foregoing items (a), (b), and (c) are true, accurate, and complete as of the Effective Date and agrees that upon closing any transaction contemplated by this Agreement the Developer shall confirm that the foregoing items (a), (b), and (c) shall be accurate, true, and complete as of the Closing Date of such transaction.

ARTICLE III

OBLIGATIONS OF DEVELOPER

Section 3.01 In General.

(a) **Compliance with this Agreement.** The Developer will finance, design, develop, construct, and cause to be operated and maintained the Project pursuant to this Agreement.

(b) **Developer Ownership.** The Developer shall be responsible for construction, maintenance, and operations for the Project.

(c) **Financing.** The Developer is responsible for obtaining private capital in an amount sufficient to finance the Project. The Developer, along with other equity partners and participants,

will be prepared to find the amount of private equity necessary to complete the financing of the Project.

(d) **Good Faith and Best Efforts.** Developer shall exercise good faith and best efforts in performing its obligations under this Agreement.

(e) **Compliance with Law.** Developer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the Project.

(f) **ADA Accessible.** The Project will be constructed according to ADA accessibility requirements.

(g) **Earnings Taxes.** Developer and its affiliates shall stay current on all City earnings taxes.

(h) **Community Benefits.** Developer shall (1) provide group discount rates to nearby schools and hospitals such as University of Missouri – Kansas City, Rockhurst University, St. Luke's Hospital of Kansas City, and Children's Mercy with no daily limit for the number of rooms booked daily, (2) maintain a Commission Agreement with the National WWI Museum and Memorial and pursue additional commission agreements with other entities, and (3) create a hospitality internship program for students at colleges and universities.

(i) **Annual Reporting.** Developer shall annually submit to the City by February 1 of each year a report including (1) documentation that the Seville Plaza Hotel in the previous calendar year maintained or exceeded the community benefits stated in Section 3.01(h) and (2) the Form of Company Certifications attached hereto as Exhibit C.

Section 3.02 Non-Discrimination.

The Developer shall itself not and shall require that contractor on the Project not discriminate against any employee or candidate for employment on the basis of an individual's race, hair texture or hair style associated with an individual's race, color, sex, religion, national origin, or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 38 of the Code. Developer shall itself not and shall require that any contractor not engage in any discrimination as prohibited by Chapter 3 of the Code. Furthermore, Developer shall comply with Title VI of the Civil Rights Act of 1964.

Section 3.03 Affirmative Action.

(a) Developer shall itself and shall require that all Contractors utilized in connection with this Agreement maintain in effect, throughout the duration of this Agreement, an Affirmative Action Program in accordance with the provisions of Chapter 3, Article IV, Division 1 of the Code and the rules and regulations relating thereto, as amended.

(b) If Developer or its Contractors fail, refuse or neglect to comply with the provisions of Chapter 3 and the rules and regulations relating thereto, then such action shall be deemed a total breach of this Agreement and may be terminated, canceled, or suspended, in whole or in part, and the Contractor or Developer may be declared ineligible for any further contracts funded by City

for a period of one (1) year.

Section 3.04 Ban the Box in Hiring and Promotion.

Developer shall itself and shall require that all subcontractors working on the Project comply with Code § 38-104 regarding criminal records in employment.

Section 3.05. MBE/WBE.

(a) The Developer agrees to comply with all requirements of the City's Minority and Women's Business Enterprise Program as enacted in Code, Sections 3-421 through 3-469 and as hereinafter amended. The Company shall make good faith efforts (pursuant to the standard set forth in Section 38-93 of the City's Code of General Ordinances, Article II, Chapter 38) to achieve the MBE/WBE Goals set forth in its Contractor Utilization Plan/Request for Waiver, which is attached hereto as **Exhibit D**.

(b) Developer and its subcontractors will submit monthly MBE/WBE utilization reports through the City's designated electronic reporting system.

(c) MBE/WBE compliance is a material part of this Agreement. If Developer fails to make good faith efforts to meet the goals set forth in **Exhibit D**, Developer agrees to pay Liquidated Damages in an amount equal to the difference between the monetary amount of the MBE/WBE participation finally approved and the amount actually paid to certified MBEs and WBEs on **Exhibit D** as calculated by the Director of CREO. Liquidated Damages are in addition to any remedies the City may elect to seek for Breach of this Agreement.

Section 3.06. Prevailing Wage.

No less than the prevailing wage rate shall be paid to workmen performing work as part of the Project. The Developer shall (a) pay and cause all its contractors and subcontractors to pay prevailing wage rates set forth in the then existing applicable Annual Wage Order as established pursuant to RSMo § 290-210 through § 290-340, inclusive, for any scopes of work related to the Project for which costs are anticipated to be paid or reimbursed pursuant to the terms and conditions of this Agreement, (b) comply with the procedures set forth on **Exhibit D**, attached hereto, and (c) indemnify, protect, defend and hold the Commission Indemnified Parties (as hereafter defined) harmless from and 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 whatsoever kind or character occurring or allegedly occurring as a result of the Developer's failure to comply with this Section 30.

Section 3.07. Quality Services Assurance Act.

The Developer shall itself and shall require that all contractors working on the Project pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$15.00 per hour as provided in Code § 3-66.

Section 3.08. Construction Completion Timeline.

Pursuant to Code § 74-12, all incentives granted pursuant to this agreement, including the Reimbursement Funds, are contingent on the Developer substantially completing the Project within seven (7) months of December 1, 2025. If the Project is not substantially complete within 7 months of December 1, 2025, Developer shall forfeit all right to any incentives authorized by this agreement and shall be required to pay to the City any Reimbursement Funds that were previously paid for the Project. Such repayment shall be made within sixty (60) days of the City notifying Developer of their failure to substantially complete the project within the time provided by this Agreement.

ARTICLE IV

FINANCING AND INCENTIVES FOR PROJECT

Section 4.01. Reimbursement. The City, in good faith, agrees to support Developer in capturing certain revenues for reimbursements as follows:

(a) Reimbursement Procedure. The City agrees, subject to the annual appropriation of funds for such purposes, to reimburse Developer for the Eligible Reimbursement Costs with the Reimbursement Funds generated by the Project for the Reimbursement Period. Notwithstanding the foregoing, the Developer shall furnish to the City such information, in such format as the City may reasonably require, with respect to net new taxes generated within the Project as the City may require for purposes of calculating the amount to be remitted, and the City shall not be required to budget or contribute any sums in the absence of Developer's full compliance.

(b) City Agreement to Reimburse. The City will, during the Reimbursement Period and subject to annual appropriation, pay to the Developer all Reimbursement Funds (defined in Section 1.04) received by the City, until the Developer has received payment in full of the Reimbursement Funds. Notwithstanding the foregoing, in the event that the Reimbursement Funds generate less than the full Reimbursement Funds during the Reimbursement Period, the City shall not be obligated to fund the difference.

(c) Payment of Reimbursement Funds. The City during the Reimbursement Period shall annually transfer these funds to the Developer within 90 days of receipt of required Sales Tax Data subject to certification of expenditures by City of the Project's costs as stated in 4.01(i).

(d) Sales Tax Data. Bi-annually on or before July 31 and January 31st of each calendar year beginning in 2026, and ending the earlier of 1) January 31, 2041, or 2) the date which the Reimbursable Amount has been fully reimbursed, Developer shall furnish to the City a certification, in the form attached hereto as Exhibit I and by reference made a part hereof setting forth the Reimbursable Funds. If the City requests additional information, the Developer agrees to furnish such information in such format as the City may reasonably require with respect to tax revenues generated within the Project Area as the City may require for purposes of calculating the amount of Reimbursement Funds to be remitted

pursuant to this Agreement. Notwithstanding anything herein to the contrary the City shall not be required to budget or contribute any Reimbursement Funds in the absence of the Developer's full compliance with its obligations under this Agreement and the actual collection of the Reimbursement Funds.

(e) Tenant Reporting. In connection with this Agreement, if applicable, Developer shall require all tenants to provide the City with access to such parties' sales, or other appropriate tax returns for economic activities located in or generated by the Project. Notwithstanding anything herein to the contrary, the City shall not be required to budget or contribute any Reimbursement Funds in the absence of the Developer's full compliance with its obligations under this agreement.

(f) Annual Budget Request. The chief executive of the City or other officer of the City at any time charged with the responsibility of formulating budget proposals shall include in the budget proposals submitted to the Council, in each fiscal year in which this Agreement shall be in effect, a budgeted amount to be paid under this Agreement for the ensuing fiscal year; it being the intention of the City that the decision to budget or not to budget under this Agreement shall be made solely by the respective governing body and not by any other official of the City.

(g) Restriction on Use of Proceeds. Notwithstanding any provision of this Agreement to the contrary, the parties acknowledge and agree that the Reimbursement Funds may include sums generated from taxes that are restricted in their use to such purposes as are included within the terms of those statutes and ordinances authorizing the imposition and collection of such taxes. In the event that a court of competent jurisdiction shall have finally determined that any portion of the Reimbursement Funds may not lawfully be made for the purpose of reimbursing or paying certain costs related to the implementation of the Project, then the City shall not be required to budget or contribute such portions.

(h) Reimbursement Funds to Constitute Current Expense. The parties acknowledge and agree that the Reimbursement Funds shall constitute currently budgeted expenditures of the City, and shall not in any way be construed or interpreted as creating a liability or a general obligation or debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of general credit, tax revenues, funds or money of the City. The City's payment obligations under this Agreement shall be from year to year only, and shall not constitute a mandatory payment obligation of the City in any ensuing fiscal year beyond the then current fiscal year.

(i) Certification of Costs – Notwithstanding anything herein to the contrary, no costs or expense incurred by Developer shall be eligible for reimbursement under this Agreement, and no such cost or expense shall be payable to Developer under this Agreement, until such costs or expense is an Eligible Reimbursement Costs and has been certified pursuant to the Certification of Costs and Reimbursement Policy attached hereto as **Exhibit G**. The costs of such Cost Certification may be paid by Developer or, in the alternative, paid by the City in the form of a deduction against those amounts otherwise contributable to Developer pursuant to this Agreement.

ARTICLE V

DEFAULT AND REMEDIES

Section 5.01 Event of Default.

A party (the “Defaulting Party”) to this Agreement shall be in default of this Agreement upon the happening of any of the following events within thirty (30) days after notice of the happening of any of the following events by any other party to this Agreement (a “Non-Defaulting Party”) to the Defaulting Party, the Defaulting Party shall not have cured such a default or commenced such cure and be diligently pursuing the same if such cure would reasonably take longer than said thirty (30) day period (each, an “Event of Default”):

- (a) Any party does not comply with the provisions of this Agreement, in that a party shall do, permit to be done, or fail to omit to have done anything contrary to or required of it by this Agreement;
- (b) The suspension or revocation of any act, power, license, permit or authority that has the effect of preventing and stopping Developer or City from performing under this Agreement;
- (c) The failure of any party to perform its materials obligations under this Agreement.

Section 5.02 Breach; Compliance.

Upon an Event of Default, a Non-Defaulting Party shall have the option to pursue any one or more or all of the following remedies, without notice or demand whatsoever, except as otherwise provided for herein:

- (a) The Non-Defaulting Party, at its option, may terminate this Agreement and the Non-Defaulting Party shall be entitled to pursue any other rights or remedies at law or in equity as a result of such Event of Default.
- (b) A Non-Defaulting Party may maintain this Agreement in full force and effect, in which case the Parties shall perform all of their respective obligations hereunder, subject to a Non-Defaulting Party’s right to elect to terminate this Agreement at any time, provided any such Event of Default remains uncured.
- (c) A Non-Defaulting Party may do whatever a Defaulting Party is obligated to do under the terms of this Agreement, in which event the Defaulting Party shall reimburse the Non-Defaulting Party on demand for any expenses, including, without limitation, reasonable attorney’s fees, which the Non-Defaulting Party may incur and this effecting satisfaction and performance or, or compliance with, the Defaulting Party’s duties and obligations under this Agreement, provided that any financial obligation on the City is subject to appropriation of funds by City Council.
- (d) Pursuit by the Non-Defaulting Party of any foregoing remedies shall not preclude pursuit by the Non-Defaulting Party of any other remedies herein provided or any other remedies

provided by law (all such remedies being cumulative), nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver or any amounts then due to the Non-Defaulting Party hereunder or of any amounts accruing to the Non-Defaulting Party by reason of the violation of any terms, provisions, and covenants herein contained. No waiver by the Non-Defaulting Party of any violation or breach of any terms, provisions or covenants herein contained shall be deemed or construed to constitute a waiver of any violation or breach of any of the terms, provisions or covenants herein contained. Forbearance by the Non-Defaulting Party in enforcing one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of such default or of the Non-Defaulting Party's right to enforce any such remedies with respect to any such default or any subsequent default. In case suit be part of Developer or the City to be kept or performed, and a breach is established, the prevailing party shall be entitled to recover all expenses incurred in connection with such suit, including reasonable attorney's fees, provided that any financial obligation on the City is subject to appropriation of funds by City Council.

(e) 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 any 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 was party shall apply to obligations beyond those expressly waived.

(f) Notwithstanding the foregoing, the parties agree that the City cannot, by means of court order or other enforcement mechanism, be required to appropriate funds for use as Reimbursement Funds, or to pay funds not appropriated for use as Reimbursement Funds.

ARTICLE VI

MISCELLANEOUS

Section 6.01 Modification.

The terms, conditions and provisions of this Agreement can be neither modified, amended nor eliminated, except by written agreement of each signed by the Developer and the City.

Section 6.02 No Gratuities and Kickbacks.

The provisions of Kansas City Municipal Code Section 3-303 prohibiting gratuities to City employees, and kickbacks by contractors, and Sections 3-307 and 3-309, imposing sanctions and penalties for violations shall apply to this Agreement.

(a) Gratuities. No party to this Agreement has or will offer or give any City employee or officer a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation or preparation of any part of a contract requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing or any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any contract

or subcontract, or to any solicitation or proposal therefor.

(b) Kickbacks. City and Developer certify that no payment, gratuity, offer of employment or benefit has been or will be made or on behalf of or solicited from any third party contractor under a contract to City or Developer has an inducement for the award of a subcontract or order in connection with the subject matter of this Agreement.

Section 6.04 Conflicts of Interest.

Code § 3-301, prohibiting City officers and employees from having a personal financial interest in any contract with the City, and §§ 3-307 and 3-309, imposing sanctions and penalties for violations, shall apply to this Agreement. City and Developer each certify that no officer or employee of City or Developer has, or will have, a direct or indirect financial interest in this Agreement which is incompatible with the officer's or employee's discharge of official duties in the public interest, and that no officer or employee of City or Developer, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of City or Developer in this Agreement.

Section 6.05 Anti-Discrimination Against Israel.

Developer shall itself certify and shall require that all contractors working on the Project certify that they are not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

Section 6.06 Notice.

All notices required by the 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 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 herein after set forth), and shall be deemed complete upon the day of actual or attempted delivery, as shown by an affidavit of the person so delivering the notice. Any notice so served by certified mail shall be deposited in the United States Mail with postage 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 or attempted 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 actual or attempted delivery as shown on the receipt obtained by such delivery service. Notices shall be addressed as follows:

City:	City Manager City Hall, 29 th Floor 414 E. 12 th Street Kansas City, Missouri 64106
-------	--

with a copy to: City Attorney
City Hall, 23rd Floor
414 E. 12th Street
Kansas City, Missouri 64106

with a copy to: Finance Department
City Hall, 3rd Floor
414 E. 12th Street
Kansas City, Missouri 64106

Developer: Doug Gamble
4903 Main Street
Kansas City, Missouri 64111
Email: dgamble@stayitforward.com

Section 6.07 Validity and Severability.

(a) 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 the State of Missouri, and that the unenforceability (or modification to confirm 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 shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed to delete or modify, in whole or in part, in 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.

(b) 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 thereto (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.

Section 6.08 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. This Agreements sets forth the entire agreement between the Parties in regard to the subject matter hereof and supersedes any and all prior agreements between the Parties in regard to the subject matter hereof.

Section 6.09 Time is of the Essence.

Time and exact performance are of the essence of this Agreement. Developer and City agree to diligently seek to finalize this agreement so Developer can confidentially share with financing parties.

Section 6.10 Binding Effect, Entirety.

- (a) Binding Effect. This Agreement shall be binding upon the Parties hereto and upon their assigns, transferees and successors in interest, provided no party may assign this Agreement or the rights or obligations hereunder without the express written consent of the other Parties.
- (b) Entirety. This Agreement sets forth the complete understanding of City and Developer and supersedes all previous negotiations, representations and agreements between them and their agents.

Section 6.11 Multiple Counterparts.

This Agreement may be executed in multiple counterpart copies, each of which will be considered an original and all of which shall constitute but one and the same instrument, binding on all Parties hereto, even though all the Parties are not signatory 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.

Section 6.12 Continued Cooperation of Parties.

The City and Developer agree, upon the request of another party, to take such actions, including the execution and delivery of such incidental documents, instruments, petitions and certifications and provide such other information as may be reasonably requested, necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent and to give full force and effect to the intent of the provisions, terms and covenants of this Agreement.

Section 6.13 Indemnification.

- (a) General Indemnification. Developer shall defend, indemnify, and hold harmless the City and all City officials, officers, or employees ("Indemnified Parties") from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with the Project and/or performance of its obligations under this Agreement, caused in whole or in part by the Developer or the contractors selected by the Developer, except for any claims, damages, liability, losses, costs and expenses incurred due to the negligence or willful misconduct of the Indemnified Party.
- (b) Indemnification for Professional Negligence. Developer to cause any architects or engineers ("Professionals") hired in connection with the Project to indemnify, defend, and hold harmless any Indemnified Parties from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, but only to the extent caused by the negligent acts, efforts, or omissions of such architects or engineers, their employees, agents or others for whom such Professionals are legally liable, in the performance of professional services in connection with this Agreement. The Developer's Professionals shall not be obligated under this section to indemnify City for the negligent acts of City and any of its officials, officers, or employees.

Section 6.14 Insurance.

Developer shall maintain the following insurance policies in the amounts and subject to the terms herein:

A. Commercial General Liability Insurance Policy: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an “occurrence” basis. The policy shall be written or endorsed to include the following provisions:

- a. Severability of Interests Coverage applying to Additional Insureds
- b. Contractual Liability
- c. Per Project Aggregate Liability limit
- d. No Contractual Liability Limitation Endorsement
- e. Additional Insured Endorsement, ISO form CG20 10 and CG20 37, current edition, or their equivalent.

B. Workers’ Compensation Insurance: as required by statute, including Employers

Liability with limits of:

Workers’ Compensation Statutory Employers Liability \$1,000,000 accident with

limits of:

\$1,000,000 disease-policy limit

\$1,000,000 disease-each employee

C. Professional Liability Insurance, if applicable, Developer shall obtain Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.

D. Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an “any auto” basis and on an “each accident” basis. This insurance policy will be written on a Commercial Automobile Liability form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Project and/or performance of Developer’s obligations under this Agreement by Developer or their contractors.

The Commercial General Liability Insurance specified above shall provide that City and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds, including completed operations, for the Project. Developer shall provide to the City a certificate of insurance showing all required coverage and additional insureds. The certificates of insurance will contain a provision stating that should any of the policies described in the certificate be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

All insurance policies must be provided by Insurance Companies that have an A.M. Best’s rating of “A-V” or better, and are licensed or authorized by the State of Missouri to provide insurance in Missouri.

Developer’s failure to maintain the required insurance coverage will not relieve Developer of its contractual obligation to indemnify the City. If the coverage afforded is cancelled or changed or its renewal is refused, Developer shall give at least thirty (30) days prior written notice to the City. In the event

Developer fails to maintain the required insurance coverage in effect, the City may order Developer or its contractors to stop work.

In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions and by law.

Section 6.15 No Third-Party Beneficiaries.

This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns. Any Agreement that Developer enters into with any tenant or lessor of the Project during the Reimbursement Period that references or incorporates this agreement shall include a provision acknowledging that lessor or tenant has no right or remedy under this Agreement. The Developer shall not assign any portion of this Agreement without the City's prior written consent.

Section 6.16 Negation of Partnership

It is mutually understood and agreed that nothing contained in this Agreement is intended or shall be construed in any manner or under any circumstances whatsoever as creating or establishing the relationship of co-partners or establishing the relationship of a joint venture between the City and the Developer or as constituting the Developer as the agent or representative of the City for any purpose or in any manner under this Agreement, it being understood that the Developer is an independent contractor hereunder.

[Signature Pages Follow]

CITY:

CITY OF KANSAS CITY, MISSOURI

By: _____

Mario Vasquez, City Manager

Approved as to form:

Emalea Kohler
Assistant City Attorney

HS KC PLAZA, LLC

By: _____
Doug Gamble

INDEX OF EXHIBITS

- A Legal Description
- B Budget
- C Form of Company Certifications
- D Contractor Utilization Plan (CUP)
- E Prevailing Wage
- F CREO Instructions for Tax-Incentivized Construction Contracts
- G Certification of Costs and Reimbursement Policy
- H Agreement of Verification for City Base Year Economic Activity Taxes
- I Form of Certification of Eligible Reimbursable Funds Collected

EXHIBIT A

Project Parcels • Legal Descriptions

30-520-04-20-00-0-00-000

WEST ESTATE SUBLOTS 17 THRU 19 & W 1/2 VAC ALLEY E OF & ADJ & LOTS 27 THRU29 & E 1/2 VAC ALLEY W OF & ADJ

EXHIBIT B

	Budget			
	Labor Totals	Materials Totals	Total	Eligible Reimbursement Costs
Hotel Franchise Fee			\$126,000	\$0
Design			\$13,000	\$0
* Fixtures, Furniture, and Equipment			\$676,000	\$212,464
Exterior Building/Painting	\$44,398	\$51,434	\$95,832	\$95,832
Fire Panel	\$40,000	\$40,000	\$80,000	\$80,000
Windows	\$36,665	\$41,580	\$78,245	\$78,245
Elevator			\$167,000	\$167,000
Hilton Tech 'Connect'			\$76,000	\$-0
Linen/terry/Signage			\$110,000	\$0
General Contractor	\$679,016	\$514,054	\$1,193,070	\$0
Guestroom Bathrooms	\$70,381	\$96,078	\$166,459	\$166,459
Contingency			\$250,000	\$0
TOTAL	\$870,460	\$743,146	\$3,031,606	\$800,000

***Fixtures, Furniture, and Expenses are specifically identified in Exhibit B-1
Exhibit B – I**

Spark by Hilton Kansas City Plaza Streetcar
4309 Main St
Kansas City, MO 64111

Inn Code MKCCP
Facility ID 59937

Item	ID#	U/M	Unit Cost	EXT Cost	Vendor	Lead Time in Weeks	Product Category		
							Project Category	Sub Category	
Ottoman	GR100	47	ea	\$183.00	\$8,601.00	Grand Manor	12	Spring	FF&E
Lounge Chair @ King Room	GR101	29	ea	\$512.00	\$14,848.00	Grand Manor	12	Spring	FF&E
Desk Chair	GR103	71	ea	\$240.00	\$17,040.00	Grand Manor	12	Spring	FF&E
Sleeper Sofa	GR150ALT	6	ea	\$953.00	\$5,718.00	Grand Manor	12	Spring	FF&E
Rocking Chair	PA100	4	ea	\$779.00	\$3,116.00	Grand Manor	12	Spring	FF&E
Pillow @ Rocking chair	PA100.1	4	ea	\$44.00	\$176.00	Grand Manor	12	Spring	FF&E
Side Chair	PA101	11	ea	\$564.00	\$6,424.00	Grand Manor	12	Spring	FF&E
Pillow @ Side Chair	PA101.1	11	ea	\$47.00	\$517.00	Grand Manor	12	Spring	FF&E
Floor Lamp	GR200	71	ea	\$106.05	\$7,529.55	Trinity	10	Spring	FF&E
Headboard Sconce	GR201	152	ea	\$42.00	\$6,384.00	Trinity	10	Spring	FF&E
Desk Lamp	GR202	66	ea	\$12.98	\$841.68	Trinity	10	Spring	FF&E
Large Linear Light @ Guest Bath	GR203	50	ea	\$98.50	\$4,925.00	Trinity	10	Spring	FF&E
Small Linear Light @ Guest Bath	GR204	27	ea	\$87.50	\$2,362.50	Trinity	10	Spring	FF&E
Ceiling Fixture @ Guest Bath	GR205	71	ea	\$95.85	\$4,249.35	Trinity	10	Spring	FF&E
Ceiling Fixture @ GR Entry	GR207	57	ea	\$95.85	\$5,341.45	Trinity	10	Spring	FF&E
Table Lantern	PA200	2	ea	\$120.75	\$241.50	Trinity	10	Spring	FF&E
Focal Pendant B	PA202	1	ea	\$250.95	\$250.95	Trinity	10	Spring	FF&E
Lobby Pendant	PA203	2	ea	\$100.80	\$201.60	Trinity	10	Spring	FF&E
Lobby Wall Sconce	PA204	2	ea	\$58.28	\$116.56	Trinity	10	Spring	FF&E
Corridor Wall Sconce	PA205	29	ea	\$45.68	\$1,324.72	Trinity	10	Spring	FF&E
Focal Pendant @ Low Ceiling Lobby	PA250	2	ea	\$248.00	\$496.00	Trinity	10	Spring	FF&E
Bulb @ Floor Lamp (2 per lamp)	GR200B	142	ea	\$2.23	\$316.66	CED	10	Spring	FF&E
Bulb @ Headboard Sconce (1 per lamp)	GR201B	152	ea	\$5.47	\$831.44	CED	10	Spring	FF&E
Bulb @ Desk Lamp (2 per lamp)	GR202B	132	ea	\$2.23	\$294.36	CED	10	Spring	FF&E
Bulb @ Bath Ceiling Fixture(2 per fixture)	GR205B	142	ea	\$2.23	\$316.66	CED	10	Spring	FF&E
Bulb @ Entry Ceiling Fixture(2 per fixture)	GR207B	114	ea	\$2.23	\$254.22	CED	10	Spring	FF&E
Bulb @ Table Lantern (1 per fixture)	PA200.B	2	ea	\$2.23	\$4.46	CED	10	Spring	FF&E
Bulb @ Focal Pendant(3 per fixture)	PA202B	3	ea	\$2.23	\$6.69	CED	10	Spring	FF&E
Bulb @ Lobby Pendant(1 per fixture)	PA203B	2	ea	\$2.23	\$4.46	CED	10	Spring	FF&E
Bulb @ Lobby Wall Sconce(2 per fixture)	PA204B	4	ea	\$9.85	\$39.40	CED	10	Spring	FF&E
Bulb @ Corridor Wall Sconce (2 per fixture)	PA205B	58	ea	\$5.47	\$317.26	CED	10	Spring	FF&E
Bulb @ Focal Pendant(3 per fixture)	PA250B	6	ea	\$2.23	\$13.38	CED	10	Spring	FF&E
King Headboard	GR300.1	39	ea	\$252.00	\$9,828.00	Dickson	12	Spring	FF&E
Queen/Queen Headboard	GR301.1	36	ea	\$490.00	\$17,640.00	Dickson	12	Spring	FF&E
ADA Queen Headboard	GR-301ADA	1	ea	\$500.00	\$500.00	Dickson	12	Spring	FF&E
King Nightstand	GR302	78	ea	\$119.00	\$9,282.00	Dickson	12	Spring	FF&E
Queen/Queen Nightstand	GR303	36	ea	\$123.00	\$4,428.00	Dickson	12	Spring	FF&E
Shelf, Heng Bar & Storage Cubby @ Built-In Closet	GR305	68	ea	\$160.00	\$10,680.00	Dickson	12	Spring	FF&E
Accessible Freestanding Closet	GR-305.ADA	5	ea	\$475.00	\$2,375.00	Dickson	12	Spring	FF&E
Wall Hook Rail	GR307	57	ea	\$47.00	\$2,679.00	Dickson	12	Spring	FF&E
Accessible Wall Hook Rail	GR-307.ADA	5	ea	\$95.00	\$475.00	Dickson	12	Spring	FF&E
58" Vanity	GR308	41	ea	\$927.00	\$35,707.00	Dickson	12	Spring	FF&E
36" Vanity	GR309.CUS	27	ea	\$597.00	\$16,119.00	Dickson	12	Spring	FF&E
48" Linear Vanity	GR309	3	ea	\$601.00	\$1,803.00	Dickson	12	Spring	FF&E
C-Table	GR350	6	ea	\$146.00	\$876.00	Dickson	12	Spring	FF&E
TV Cabinet	GR351	71	ea	\$360.00	\$25,560.00	Dickson	12	Spring	FF&E
Elongated Shelf, Heng Bar & Storage Cubby @ Built-In Closet	GR353	3	ea	\$231.00	\$693.00	Dickson	12	Spring	FF&E
Pivoting Desk	GR-357	71	ea	\$366.00	\$26,128.00	Dickson	12	Spring	FF&E
TV Panel	GR359	5	ea	\$162.00	\$810.00	Dickson	12	Spring	FF&E
Linear Desk	GR360	5	ea	\$175.00	\$875.00	Dickson	12	Spring	FF&E

M

Wall Hook Rail @ Fitness	PA113	1	ea	\$45.00	\$45.00	Dickson	12	Spring	FF&E	Casegoods
Retail Wall Mounted Unit Set	PA300E	1	ea	\$4,292.11	\$4,292.11	OPTO	8	Spring	FF&E	Equipment
Retail Wall Mounted Unit Set	PA300E	1	ea	\$300.00	\$300.00	OPTO	8	Spring	FF&E	Equipment
Bench @ Brand Focal Wall	PA105	1	ea	\$632.00	\$632.00	Dixie	8	Spring	FF&E	Casegoods
Beverage Cart	PA301	1	ea	\$2,152.00	\$2,152.00	Dixie	8	Spring	FF&E	Casegoods
Freestanding Storage Console	PA302	2	ea	\$529.00	\$1,058.00	Dixie	8	Spring	FF&E	Casegoods
Picnic Table and Benches	PA308	2	ea	\$1,449.00	\$2,898.00	Dixie	8	Spring	FF&E	Casegoods
Bar Counter	PA309	2	ea	\$1,068.00	\$2,136.00	Dixie	8	Spring	FF&E	Casegoods
Side Table	PA310	2	ea	\$112.00	\$624.00	Dixie	8	Spring	FF&E	Casegoods
Towel Storage @ Fitness	PA312	1	ea	\$1,910.00	\$1,910.00	Dixie	5	Spring	FF&E	Casegoods
2-Top dining table	PA305	2	ea	\$133.10	\$266.20	MTS	8	Spring	FF&E	Casegoods
2-Top Continental Table	PA306	6	ea	\$160.27	\$961.62	MTS	8	Spring	FF&E	Casegoods
Accessible 4-Top Dining Table	PA307	1	ea	\$377.41	\$377.41	MTS	8	Spring	FF&E	Casegoods
Window Treatment	GR400	71	ea	\$257.75	\$35,400.25	Warp & Phil	12	Spring	FF&E	Window Treatments
Window Treatment install	GR400	71	ea	\$32.50	\$5,857.50	Warp & Phil	12	Spring	FF&E	Window Treatments
Window Treatment ADA	GR400ADAMO	5	ea	\$1,864.25	\$9,321.25	Warp & Phil	12	Spring	FF&E	Window Treatments
Window Treatment ADA install	GR400ADAMO	5	ea	\$103.00	\$515.00	Warp & Phil	12	Spring	FF&E	Window Treatments
Window Treatment @ Lobby & Corridor	PA400	2	ea	\$481.00	\$962.00	Warp & Phil	12	Spring	FF&E	Window Treatments
Window Treatment @ Lobby & Corridor install	PA400	2	ea	\$70.00	\$140.00	Warp & Phil	12	Spring	FF&E	Window Treatments
Roller Shade @ Fitness, Indoor Pool, and BOH	PA402	2	ea	\$135.25	\$270.50	Warp & Phil	12	Spring	FF&E	Window Treatments
Roller Shade @ Fitness, Indoor Pool, and BOH install	PA402	2	ea	\$35.00	\$70.00	Warp & Phil	12	Spring	FF&E	Window Treatments
Install Trip charge		2	ea	\$500.00	\$1,000.00	Warp & Phil	12	Spring	FF&E	Window Treatments
Measure Trip charge		1	ea	\$941.75	\$941.75	Warp & Phil	12	Spring	FF&E	Window Treatments
Canvas Artwork @ King Headboard	GR500	78	ea	\$59.00	\$4,484.00	Artline	6	Spring	FF&E	Artwork
Square Framed Artwork @ King Headboard	GR501	39	ea	\$25.93	\$1,011.27	Artline	6	Spring	FF&E	Artwork
Stacked Framed Artwork Set @ Queen/Queen Headboard	GR502	37	ea	\$85.85	\$3,176.45	Artline	6	Spring	FF&E	Artwork
Framed Artwork @ Desk	GR503	71	ea	\$48.16	\$3,419.36	Artline	6	Spring	FF&E	Artwork
Supplemental Artwork @ Suite	GR550	6	ea	\$63.89	\$383.34	Artline	6	Spring	FF&E	Artwork
Artwork @ Reception	PA500	1	ea	\$245.25	\$245.25	Artemy	6	Spring	FF&E	Artwork
Artwork @ Bar Counter	PA501	2	ea	\$298.53	\$597.06	Artemy	6	Spring	FF&E	Artwork
Artwork @ Dining	PA502	1	ea	\$98.94	\$98.94	Artemy	6	Spring	FF&E	Artwork
Small Framed Artwork @ Breakfast	PA505	1	ea	\$51.06	\$51.06	Artemy	6	Spring	FF&E	Artwork
Artwork @ Upper Floor Elevator Lobby	PA507A	1	ea	\$165.27	\$165.27	Artemy	6	Spring	FF&E	Artwork
Artwork @ Upper Floor Elevator Lobby	PA507B	1	ea	\$165.27	\$165.27	Artemy	6	Spring	FF&E	Artwork
Supplemental Lobby Artwork	PA511	1	ea	\$382.50	\$382.50	Artemy	6	Spring	FF&E	Artwork
Large Framed Artwork @ Low Ceiling Breakfast	PA550	1	ea	\$82.56	\$82.56	Artemy	6	Spring	FF&E	Artwork
Small Framed Artwork @ Low Ceiling Breakfast	PA551	1	ea	\$78.53	\$78.53	Artemy	6	Spring	FF&E	Artwork
Full Length Mirror	GR594	62	ea	\$65.00	\$4,030.00	Majestic	6	Spring	FF&E	Artwork
Mirror @ 58" Vanity	GR505	41	ea	\$73.00	\$2,993.00	Majestic	6	Spring	FF&E	Artwork
Mirror @ 48" Linear Vanity	GR506	9	ea	\$62.25	\$560.25	Majestic	6	Spring	FF&E	Artwork
Mirror @ Corner Vanity - 18"	GR507	6	ea	\$41.75	\$250.50	Majestic	6	Spring	FF&E	Artwork
Mirror @ Vanity	GR508	21	ea	\$54.75	\$1,149.75	Majestic	6	Spring	FF&E	Artwork
King Bed Base	GR601	35	ea	\$90.75	\$3,176.25	Hollywood	4	Spring	FF&E	Bedding
Accessible King Bed Base	GR601ADA	4	ea	\$49.55	\$198.20	Hollywood	4	Spring	FF&E	Bedding
Queen Bed Base	GR604	72	ea	\$84.50	\$5,094.00	Hollywood	4	Spring	FF&E	Bedding
ADA Queen Bed Frame	GR604ADA	2	ea	\$46.65	\$93.30	Hollywood	4	Spring	FF&E	Bedding
King Bed Wrap	GR602	35	ea	\$28.00	\$980.00	Fil Doux	6	Spring	FF&E	Bedding
Accessible King Bed Skirt	GR602ADA	4	ea	\$35.00	\$140.00	Fil Doux	6	Spring	FF&E	Bedding
Queen Bed Wrap	GR605	72	ea	\$28.00	\$2,016.00	Fil Doux	6	Spring	FF&E	Bedding
ADA Queen Bed Skirt	GR605ADA	2	ea	\$35.00	\$70.00	Fil Doux	6	Spring	FF&E	Bedding
Dining Chair A	PA102	2	ea	\$125.00	\$250.00	EmuAmericas	8	Spring	FF&E	Seating
Dining Chair B	PA103	6	ea	\$125.00	\$750.00	EmuAmericas	8	Spring	FF&E	Seating
Barstool	PA104	6	ea	\$250.00	\$1,500.00	EmuAmericas	8	Spring	FF&E	Seating
Dining Chair @ Pool and Patio	OF704	12	ea	\$125.00	\$1,500.00	EmuAmericas	8	Spring	FF&E	Seating
Dining Table @ Pool and Patio	OF705	3	ea	\$325.00	\$975.00	EmuAmericas	8	Spring	FF&E	Seating

Umbrella @ Outdoor Pool and Patio	OF701	3	ea	\$311.85	\$935.55	Ratana	8	Spring	FF&E	Seating
Umbrella Base @ Outdoor Pool and Patio	OF701.1	3	ea	\$530.15	\$1,590.45	Ratana	8	Spring	FF&E	Seating
Carpet Tile @ Guestroom	CP01	2415	sq yd	\$15.54	\$37,529.10	Shaw	8	Spring	FF&E	Flooring
Carpet Base	CP01.1	5870	lf	\$0.62	\$3,639.40	Shaw	8	Spring	FF&E	Flooring
Carpet Tile @ Corridors, Hospitality Suite & elevator cab	CP10	324	sq yd	\$17.49	\$5,666.76	Shaw	8	Spring	FF&E	Flooring
Carpet base @ Corridor	CP10.1	953	lf	\$0.62	\$590.86	Shaw	8	Spring	FF&E	Flooring
Area Rug - 11'0" x 4'	CP12.1	1	ea	\$300.00	\$300.00	Shaw	8	Spring	FF&E	Flooring
Area Rug - 11'0" x 8'	CP12.2	1	ea	\$600.00	\$600.00	Shaw	8	Spring	FF&E	Flooring
Carpet Tile @ Lobby & Reception	CP13	25	sy	\$15.64	\$391.00	Shaw	8	Spring	FF&E	Flooring
Broadloom carpet @ stairwells & BOH	CP14	22	sy	\$12.59	\$276.88	Shaw	8	Spring	FF&E	Flooring
Resilient Base @ Fitness - 48 lf per box	RB-10	6	bx	\$90.24	\$541.44	Shaw	8	Spring	FF&E	Flooring
VCT @ BOH	VCT-10	215	sf	\$1.35	\$290.25	Tarkett	8	Spring	FF&E	Flooring
Resilient Flooring @ Fitness	RES-10	280	sf	\$1.69	\$473.20	Ecore	8	Spring	FF&E	Flooring
Brand Focal Wall - malachite - 6ft wide	SF10.1	2	set	\$275.83	\$551.66	MDC	4	Spring	FF&E	Wall Vinyl
Brand Focal Wall - grass - 6 ft wide	SF10.2	1	set	\$275.83	\$275.83	MDC	4	Spring	FF&E	Wall Vinyl
Brand Focal Wall chambrey - 6ft wide	SF10.3	1	set	\$275.83	\$275.83	MDC	4	Spring	FF&E	Wall Vinyl
Accent Vinyl Wallcovering @ Reception & Lobby	WC-13	60	yd	\$6.10	\$366.00	Momentum	4	Spring	FF&E	Wall Vinyl
Accent Wallcovering @ Brand Focal Wall, Breakfast, 1st Floor Elevator Lobby, & Fitness	WC-15	60	yd	\$6.25	\$375.00	Momentum	4	Spring	FF&E	Wall Vinyl
Wood Tambour Cladding @ Reception & Breakfast (1 x 6 panels)	WD-10	12	ea	\$168.00	\$2,016.00	Surfacing Solutions	6	Spring	FF&E	Wall Vinyl
Product Cost					\$411,825.15					
Direct Shpg.										
King Mattress	GR600.1	39	ea	\$329.00	\$12,831.00	Sealy	4	Spring	FF&E	Bedding
King Foundation	GR600.2	78	ea	\$92.00	\$7,176.00	Sealy	4	Spring	FF&E	Bedding
Queen Mattress	GR603.1	74	ea	\$283.00	\$19,462.00	Sealy	4	Spring	FF&E	Bedding
Queen Mattress Foundation	GR603.2	74	ea	\$109.00	\$8,066.00	Sealy	4	Spring	FF&E	Bedding
Television - 50"	E01	76	ea	\$504.00	\$38,304.00	LG	8	Spring	FF&E	Equipment
Microwave	E04	71	ea	\$62.00	\$4,402.00	Danby	4	Spring	FF&E	Equipment
Refrigerator	E02	76	ea	\$139.00	\$10,564.00	Danby	4	Spring	FF&E	Equipment
Market Refrigerator/Freezer	RE-01	1	ea	\$11,626.26	\$11,626.26	True	4	Spring	FF&E	Equipment
Market Merchandiser - Counterize	RE-02	1	ea	\$2,256.71	\$2,256.71	True	4	Spring	FF&E	Equipment
Guest Bath Vanity Sink Basin	PF01	71	ea	\$68.95	\$4,896.16	Ferguson	4	Spring	FF&E	Plumbing
Guest Bath Vanity Faucet	PF02	72	ea	\$98.14	\$7,066.08	Ferguson	4	Spring	FF&E	Plumbing
Showhead	PF03	76	ea	\$22.28	\$1,693.28	Ferguson	4	Spring	FF&E	Plumbing
Tile @ Guest Bath Floor & Public Restroom	T01	3223	sf	\$1.99	\$6,413.77	Daltile	6	Spring	FF&E	Flooring
Tile Base @ Guest Bath Floor & Public Rest.	T01.1	768	pc	\$4.76	\$3,671.04	Daltile	6	Spring	FF&E	Flooring
Moasic Tile @ Guest Bath Roll-In Shower Floor & Post Waterline	T-02	63	sf	\$3.31	\$208.53	Daltile	6	Spring	FF&E	Flooring
Tile @ Lobby, Elevator Lobby, Guest Laundry & Breakfast	T10	761	sf	\$2.10	\$1,596.10	Daltile	6	Spring	FF&E	Flooring
Wall Tm @ Breakfast Buffet	T-11	36	sf	\$1.65	\$59.40	Daltile	6	Spring	FF&E	Flooring
Product Cost - Direct Shpg.					\$141,214.30					
Total Product Cost					\$752,119.46					
Freight					\$62,817.92					
Tax					\$42,761.65					
Total Project Cost					\$677,699.03					

Notes:

OCFI items (carpet, wallcovering, tile, etc.): These are estimates and need to be confirmed by owner or installer prior to ordering
 Window Treatments: Quantities may adjust once a site measure is completed.

EXHIBIT C
FORM OF COMPANY CERTIFICATIONS

The following certification shall be made annually on or before February 1 of the following year commencing in the year 2027:

TO: CITY OF KANSAS CITY, MISSOURI PURSUANT TO **SECTION 3.01** OF THE TAX REDIRECTION AGREEMENT DATED AS OF _____, 2026, BETWEEN THE CITY OF KANSAS CITY, MISSOURI, AND HS KC PLAZA, LLC

The undersigned Authorized Company Representative hereby states and certifies to the City as follows:

1. The number of persons employed at the Project Site by the Company during the preceding calendar year was as follows:

Total number of persons employed at the Project Site : _____

Average wage of persons employed at the Project Site: _____

2. The total payroll for persons employed at the Project Site by the Company during the preceding calendar year was as follows:

Total Annual Payroll: \$ _____

3. The total amount of earnings taxes generated at the Project Site and remitted by the Company to the City for the preceding calendar year was as follows:

Total Annual Earnings Taxes: \$ _____

HS KC PLAZA, LLC

Dated: _____

By: _____
Authorized Company Representative

EXHIBIT D
Contractor Utilization Plan

EXHIBIT E
Prevailing Wage

EXHIBIT F

CREO INSTRUCTIONS FOR TAX-INCENTIVIZED CONSTRUCTION CONTRACTS

PART A. MINORITY/WOMEN BUSINESS ENTERPRISE REQUIREMENTS

I. City's M/WBE Program.

- A. These Human Relations Department ("HRD") Forms & Instructions are incorporated into the Contract between Developer and City.
- B. The City has adopted a Minority/Women Business Enterprise ("M/WBE") Program (Sections 3- 421 through 3-469, Code of Ordinances) (the "Program") to implement the City's policy of supporting the fullest possible participation in tax-incentivized contracts and change orders of firms owned and controlled by minorities and women. Each Contract may have a MBE and/or WBE goal for participation. An MBE or WBE goal is a numerical objective the City has set for the contract. Goals are stated as a percentage of contract dollars. For example, if an MBE goal for a contract is 10% and Developer contracts for \$100,00 in improvements, the goal for MBE participation would equal \$10,000.
- C. Although it is not a requirement that a Developer in fact meet or exceed both the MBE and WBE goals, it is a requirement that a Developer objectively demonstrate to the City that good faith efforts have been made to meet the goals. Developers must attempt to meet both the MBE and WBE goals. Under circumstances where it is reasonably anticipated that underutilization will occur, a Developer must request a waiver of the M/WBE goals.
- D. The following HRD Forms are incorporated by reference and must be used for M/WBE utilization or closeout:
 1. Contractor Utilization Plan/Request for Waiver (HRD Form 8); and
 2. Letter of Intent to Subcontract (HRD Form 00450.01); and
 3. Construction Contractor Employee Identification Report (HRD Form 048S.04); and
 4. Timetable for M/WBE Utilization (HRD Form 1O); and
 5. Request for Modification or Substitution (HRD Form 11); and
 6. Contractor Affidavit for Final Payment (Form 01290.14); and
 7. Subcontractor Affidavit for Final Payment (Form 01290.15).

IMPORTANT: A certified M/WBE firm is a firm that has been certified by the City's Human Relations Department as such. The City gives M/WBE credit for a Developer's use of City certified M/WBEs. A M/WBE firm must be certified before the date on which the CUP is submitted. Certified MBEs and WBEs are listed in the M/W/DBE Kansas City MO Online Directory, which is available on the City's website at www.kcmo.gov. Before a Developer submits a CUP, the Developer is responsible to contact HRB and consult the Directory to make sure any firm proposed for use for M/WBE participation is current certified.

II. Required Submissions Following Application Approval

- A. Developer must submit the following documents, no later than ninety (90) days after the date upon which the City Council adopts an ordinance authorizing tax abatements for the Redevelopment Project and, in any event, prior to commencement of the Project:
 1. **Contractor Utilization Plan/Request for Waiver (BRD Form 8).** This form states a

Developer's plan to use specific M/WBEs in the performance of the contract. The form must be completed with the following information:

- a. The work to be performed by each M/WBE and the amounts each is to be paid for the work; and
- b. The name, address, race or ethnic origin, gender and employer identification number or social security number of each M/WBE that will perform the work.
- c. An automatic request for waiver is inherent in the form when a Developer anticipates that it will not meet or exceed the M/WBE goals for the contract but believes that it has made good faith efforts to meet or exceed the goals. If a waiver is requested, HRD will examine the Developer's documentation of good faith efforts and make a recommendation to grant or deny the waiver.

NOTE: HRD will recommend a waiver be granted *only* if the Developer has documented proof of good faith efforts to obtain M/WBE participation.

2. **Letter(s) of Intent to Subcontract (BRD Form 00450.01).** A Letter of Intent (LOI) must be provided from each M/WBE listed on the Contractor Utilization Plan (CUP). These LOIs verify that the M/WBE has agreed to execute a formal agreement for the scope(s) of work to be performed and the price agreed upon for the work. This form must be submitted with the CUP.
3. **Construction Contractor Employee Identification Report (BRD Form 0485.04).** This form states the Developer's General Contractor's company-wide personnel/staff at the time of submittal. This form lists the number of employee(s) by name, address, title, gender, and ethnicity. *See Part B of these instructions for details.*
4. **First Source Job Order Form** (available at www.feckc.org). *See Part B of these instructions for details.*

III. Required Monthly Submissions during term of Contract.

- A. Developer must submit the following document on a monthly basis during construction of the project:

1. M/WBE Monthly Utilization Report.

Developer shall submit this report through the B2GNow Diversity Management System (B2GNow). HRD Form 00485.01 may be submitted in lieu of the B2GNow system under certain conditions. Reports must be submitted to the Director by the 15th of each month. Failure to submit timely reports may result in delays in processing of current and future tax-incentive approvals.

IV. Required Submittals Upon Completion of the Project.

- A. Developer must submit the following documents when project work is complete:
 1. Contractor/Developer Affidavit for Final Payment (Form O1290.14)
 2. Subcontractor Affidavit(s) for Final Payment (Form 01290.15)
 3. Final B2GNow Monthly Contract Audit Report with all payment audits confirmed.

V. Additional Submittals

- A. Developer must submit the following documents *when* requested by City:
 1. Timetable for M/WBE Utilization (HRD Form 10).
 2. Affirmative Action Workforce Form (HRD Form 0801-07)
 3. Documentation of good faith efforts.

- B. Developer may be required to make additional submittals during the term of the Contract, including

Request for Modification or Substitution (HRD Form 11). Refer to Section VIII, *Modification of the Contractor Utilization Plan or Substitution of an MIWBE*, for additional instructions on when this form must be submitted.

VI. M/WBE Participation Credit.

A The following shall be credited towards achieving the goals:

1. The total contract dollar amount that a Developer has paid or is obligated to pay to its general contractor or a subcontractor that is a qualified M/WBE, except as otherwise expressly provided for herein.
2. Twenty-five percent (25%) of the total dollar amount paid or to be paid by a Developer to obtain supplies or goods from a supplier who is a qualified M/WBE.
3. Ten percent (10%) of the total dollar amount paid or to be paid by a Developer to obtain supplies or goods from a supply broker who is a qualified M/WBE.
4. One hundred percent (100%) of the total dollar amount paid or to be paid by a Developer to a manufacturer of construction supplies who is a qualified M/WBE.
5. Subcontractor participation with a lower tier M/WBE subcontractor using one of the above methods of participation.

B. NO CREDIT, however, will be given for the following:

1. Participation by a M/WBE that is not certified by the City of Kansas City Missouri.
2. Participation in a contract by a M/WBE that does not perform a commercially useful function as defined by the Program; and
3. Any portion of the value of the contract that a M/WBE subcontractor subcontracts back to the Developer or the Developer's General Contractor or any other contractor who is not a qualified M/WBE; and
4. A M/WBE Developer's own participation in its contract with the tax-incentive agency; and
5. Materials and supplies used on the contract unless the M/WBE is responsible for negotiating the price, determining quality and quantity, ordering the materials and installing (where applicable) and paying for material itself; and
6. Work performed by a M/WBE in scope of work other than that in which the M/WBE is currently certified.
7. In determining the amount actually paid to qualified M/WBEs, no credit will be given for the portion of participation that was not approved by the Director; unless the Director determines that the Developer acted in good faith.

VII. Methods for Securing Participation of M/WBE1 and Good Faith Efforts.

- A.** In the event a Developer does not meet M/WBE goals or anticipates that it will not meet M/WBE goals, the efforts taken by the Developer will be evaluated to determine whether good faith efforts were made to secure participation. Mere administrative effort to comply with the factors herein does not constitute good faith efforts alone. An analysis will be completed to determine if a Developer has in fact made good faith efforts to secure M/WBE participation.
- B. Definition of Good Faith Efforts.** A Developer is encouraged to make good faith efforts to achieve the M/WBE goals. Good faith efforts are efforts that, given all relevant circumstances, a Developer is actively and aggressively seeking to meet the goals can be reasonably expected to make. Good faith efforts must be made before the Developer submits a CUP.

C. In evaluating good faith efforts, the Director of HRD will consider whether the Developer has performed the following, along with any other relevant factors:

1. **Advertisement.** Advertised opportunities to participate in the contract in general circulation media, trade and professional association publications, small and minority business media, and publications of minority and women's business organizations in sufficient time to allow M/WBE firms to participate effectively.
2. **Notice.** Provided notice to a reasonable number of minority and women's business organizations of specific opportunities to participate in the contract in sufficient time to allow M/WBE firms to participate effectively.

3. Direct Contact.

- a. Sent written notices, by certified mail or facsimile, to qualified M/WBEs soliciting their participation in the contract in sufficient time to allow them to participate effectively.
- b. Attempted to identify portions of the work for qualified M/WBE participation in order to increase the likelihood of meeting the goals, including breaking down contracts into economically feasible units. A Developer should send letters by certified mail or facsimile to those M/WBE contractors identified by HRD listed in those categories, which are in those subcontractors' scope of work.
- c. The portion of work for which a proposal from an M/WBE is being solicited shall be as specific as possible. Letters which are general are not acceptable.

4. **Contact with HRD.** Requested assistance in achieving the M/WBE goals from the Director and acted on the Director's recommendations.
5. **Conference.** Conferred with qualified M/WBEs and explained the scope and requirements of the work for which their bids or proposals were solicited.
6. **Negotiations.** Attempted to negotiate in good faith with qualified M/WBEs to perform specific subcontracts; not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Documentation of good faith negotiations with M/WBEs from whom proposals were received in an effort to reach a mutually acceptable price should include:
 - a. Names, addresses and telephone numbers of M/WBEs that were contacted and date of contact.
 - b. The information provided to M/WBEs regarding the plans and specifications for portions of the work to be performed by them;
 - c. The reasons no agreement was reached with any M/WBE, including the basis for any rejection (i.e., availability, price, qualifications or other);
 - d. Descriptions of attempts to provide technical assistance to M/WBEs to obtain necessary insurance and/or to obtain necessary supplies at the best prices available.

NOTE: Upon request by the City, a Developer will be required to give the City documentation to prove that it made good faith efforts. The Developer will be contacted by the City with further instructions if documented proof of good faith efforts is needed.

VIII. Modification of the Contractor Utilization Plan or Substitution of an M/WBE.

- A. After a CUP has been approved, a Developer or its General Contractor may wish to substitute an MBE and/or WBE or request that the amount of M/WBE participation listed in its CUP be modified. If so, Developer must file a Request for Modification or Substitution

(HRD Form 11) **prior to actual substitution and within a reasonable time after learning that a modification or substitution is necessary.** The Director may approve substitutions or modifications.

Upon approval, the modifications and substitutions will become an amendment to the CUP. Modifications or substitutions may be approved when:

1. The Director finds that the Developer made and provided evidence of good faith efforts to substitute the M/WBE listed on the CUP with other certified M/WBEs for the scope of work or any other scope of work in the contract; AND
2. The Director also finds one (1) of the following:
 - a. The listed M/WBE is non-responsive or cannot perform; or
 - b. The listed M/WBE has increased its previously quoted price to the Developer or contractor without a corresponding change in the scope of the work; or
 - c. The listed M/WBE has committed a material default or breach of its contract with the Developer; or
 - d. Requirements of the scope of work of the contract have changed and render subcontracting not feasible or is considered not feasible at the levels required by the goals established for the contract; or
 - e. The listed M/WBE is unacceptable to the contracting tax-incentive agency; or
 - f. The listed M/WBE thereafter had its certification revoked; or
 - g. The Developer has not attempted intentionally to evade the requirements of the Program and it is in the best interests of the City to allow a modification or substitution.
- B. A modification shall not be made unless the modification or substitution has first been requested and approved by the Director. Once a modification has been approved *Construction Contractor Employee Identification Report* (HRD Form 0485.04) must be submitted at least ten (10) days prior to the commencing work on a tax-incentivized contract by the newly approved subcontractor.

IX. Access to Documents and Records; Cooperation with Surveys & Studies.

- A. By submitting an application with a tax-incentive agency, Developer agrees to permit the City, its duly authorized agents or employees, access at all reasonable times to all books and business records of Developer as may be necessary to ascertain compliance with the requirements of this document and the Act, within ten (10) days of the date of the written request.
- B. By submitting an application, Developer agrees to cooperate with the contracting tax-incentive agency and HRD in studies and surveys regarding the M/WBE program.

X. Miscellaneous.

- A. In the event of any conflict between this document and the Program, the provisions of the Program shall control. The terms used in this document are defined in the Program.
- B. The City Council may waive the requirements of this document and the Program if the City Council determines a waiver is in the best interests of the City.
- C. The Director may grant Developers time extensions for submission of CUP and LOIs.
- D. A Developer shall bear the burden of proof with regard to all issues on appeal.

XL. Liquidated Damages

- A. If Developer fails to achieve the M/WBE goals stated in its CUP or fails to illustrate good faith efforts to achieve the M/WBE goals stated in its CUP, the City could sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, if the payment of liquidated damages by Developer is deemed warranted pursuant to Section XLB below, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in the Contractor Utilization Plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function could be due from the Developer as liquidated damages.
- B. Liquidated damages will not be imposed when, for reasons beyond the control of the Developer, the M/WBE participation stated in the CUP, as amended and approved by the Director is not met.

PART B. CONSTRUCTION EMPLOYMENT PROGRAM REQUIREMENTS

(THIS PART IS APPLICABLE TO CONTRACTS ESTIMATED TO REQUIRE MORE THAN 800 CONSTRUCTION LABOR HOURS AND COSTING IN EXCESS OF \$324,000.00.)

I. City's Construction Employment Program.

- A. The City has adopted a Construction Employment Program (Sections 3-501 through 3-525, Code of Ordinances) (the "Program") to implement the City's policy of supporting the fullest possible utilization of minority and women workers in the construction industry. A person or firm who is awarded a contract to construct, reconstruct, improve, enlarge or alter any fixed work that is estimated by the City prior to solicitation as requiring more than 800 construction labor hours, has an estimated cost that exceeds \$324,000.00, and involves the expenditure of public funds, is subject to company-wide construction employment goals. The minimum goals are currently set at 10% for minorities and 2% for women, but public recognition may be provided if the bidder achieves at least twice the minimum participation. The successful bidder may meet these company-wide goals by counting the bidder's utilization of minorities and women throughout the Kansas City metropolitan statistical area.
- B. These Human Relations Department ("HRD") Forms & Instructions are part of the Contract documents. Developer agrees, as a material term of the contract, to carry out the City's Construction Employment Program by making good faith efforts to utilize minority and women workers on the job sites to the fullest extent. Developer agrees that the Program is incorporated into this Contract and agrees to follow the Program. Although it is not a **requirement** that a Developer meet or exceed the construction employment goals to receive approval from HRD, a Developer not doing so is required to objectively demonstrate to HRD that good faith efforts have been made.

II. Required Monthly Submissions during Term of Contract.

- A. The following HRD Forms are to be used for Construction Employment Program submittals:
 1. Project Workforce Monthly Report (HRD Form 00485.02) This report is contract specific. Two copies of this report must be submitted to the City by the 15th of each month. The first copy will be utilized to report the general contractor's workforce compliance data with regard to this Contract. The second copy will be utilized to report consolidated workforce compliance data for every subcontractor retained by general contractor on this Contract.
 2. Company-Wide Workforce Monthly Report (HRD Form 00485.03). This report is not contract specific; it is used to report on the utilization of females and minorities, by trade, company-wide. Two copies of this report must be submitted to the City by the 15th of each month. The first copy will be utilized to report the general contractor's workforce compliance data with regard to every contract (both privately and publicly funded) general contractor has in progress throughout the Kansas City metropolitan statistical area. The second copy will be utilized to report consolidated workforce compliance

III. Submittal Required for Final Approval.

- A. The last Project Workforce Monthly Report(s) and Company-Wide Workforce Monthly Report(s) shall serve as the final reports and must be submitted before final approval will be made. Contractor shall note the submittal of the final reports by notation in the box entitled "Final Cumulative Report".

IV. Methods for Securing Workforce Participation and Good Faith Efforts

- A. Developer is required to make good faith efforts to achieve the construction employment goals. If Developer will be unable to secure enough minority and female participation to meet or exceed the construction employment goals, Developer must, within a reasonable time after so learning, request a waiver or modification of the goals by the Director of HRD. The Director will examine the request and the documentation of good faith efforts and grant or deny a waiver or modification. The Director will grant a waiver or modification only if the Developer shows a good faith effort has been made to minority and female participation.

In evaluating good faith efforts, the Director will consider whether the Developer has performed the following:

1. For those Developers with contractors that are not signatories to a collective bargaining agreement with organized labor:
 - a. Requested in writing the assistance of the Director with respect to efforts to promote the utilization of minorities and women in the workforce and acted upon the Director's recommendations; and
 - b. Advertised in minority or women trade association newsletters and/or minority or women owned media at least 15 calendar days prior to the utilization of any construction services on the city construction contract and used terminology that sufficiently describes the work available, the pay scale, the application process, and anything else that one might reasonably be expected to be informed of relevant to the position being advertised; and
 - c. Maintained copies of each advertisement and a log identifying the publication and date of publication; and
 - d. Conducted real and substantial recruitment efforts, both oral and written, targeting resident, minority and women community-based organization, schools with a significant minority student population, and training organizations serving the recruitment area; and
 - e. Established and maintained a current list of resident, minority and women recruitment sources, providing written notification to the recruitment sources of available employment opportunities, and maintained records of the notices submitted to the organizations and any responses thereto; and
 - f. Maintained a current file for the time period of the city construction contract with the name, address, and telephone number of each resident, minority and woman job applicant, the source of the referral, whether or not the person was hired, and in the event that the applicant was not hired, the reason therefore; and

- g. Promoted the retention of minorities and women in its workforce with the goals of achieving sufficient annual hours for minorities and women to qualify for applicable benefits; and
- h. Required by written contract that all subcontractors comply with the above efforts.

2. For those Developers with contractors that are signatories to collective bargaining agreements with organized labor:

- a. Supported the efforts of the Joint Apprenticeship Training Committee (JATC), a joint effort of Labor Unions and contractors, or some other apprenticeship program, whose purpose is to recruit, train and employ new workers for a full time career in the construction industry; and
- b. Requested in writing from each labor union representing crafts to be employed that:
 - i. the labor union make efforts to promote the utilization of residents of the City, minorities and women in the workforce; and
 - ii. the labor union identify any residents of the City, minorities and women in its membership eligible for employment; and
 - iii. the JATC take substantial and real steps to increase the participation of minorities in the union apprenticeship programs in the aggregate to 30% by 2011 and encourage other labor unions to do the same; and
 - iv. the JATC take substantial and real steps to increase the participation of women in the union apprenticeship programs in the aggregate to 5% by 2011 and encourage other labor unions to do the same; and
 - v. the JATC partner with workforce preparedness programs, community-based organizations, employment referral programs and school-sponsored programs to accomplish these goals.
- c. Collaborated with labor unions in promoting mentoring programs intended to assist minorities and women in increasing retention with the goals of achieving sufficient annual hours to qualify for applicable benefits; and
- d. Maintained a current file with the name, address, and telephone number of each resident, minority and women worker identified by the labor union, whether or not the person was hired, and in the event the person was not hired, the reason therefore.
- e. To the extent the good faith efforts applicable to bidders that are signatories to collective bargaining agreements with organized labor conflict with the procedures implemented by the bidder in order to comply with the relevant bargaining agreement, the bidder shall substitute other procedures as may be approved by the Director in writing.

A Developer will be required to give the City documentation to prove that it made good faith efforts. The Developer will be contacted by the City with further instructions about when this documentation must be submitted.

V. Access to Documents and Records.

A. Developer agrees to permit the City, its duly authorized agents or employees, access at all reasonable times to all books and business records of Developer as may be necessary to ascertain compliance with the requirements of this document and the Program, within ten (10) days of the date of the written request. Each Developer further agrees to require, if awarded the contract, that every subcontractor permit the City the same access to

documents and records.

B. Developer agrees to cooperate with the contracting department and HRD in studies and surveys regarding the construction employment program.

VI. Miscellaneous.

A. A Developer or contractor shall bear the burden of proof with regard to all issues on appeal.

B. Developer may be required to meet with the Director of HRD or the Director's designee for the purpose of discussing the construction employment program, the Developer's efforts to realize the goals, and any other problems and/or issues affecting the realization of the goals or the program in general.

C. In the event of any conflict between this document and the Program, the provisions of the Program shall control. The terms used in this document are defined in the Program.

VII. Liquidated Damages; Suspension- Workforce Program.

A. If Developer fails to achieve the construction employment goals without having previously obtained a waiver or modification of those goals, the City could sustain damages, the exact extent of which would be difficult or impossible to ascertain. These damages are magnified if the failure to abide by the requirements of the Workforce Program is recurring. Therefore, if Developer failed to meet or exceed the minimum employment goals or otherwise establish that Developer is entitled to a waiver liquidated damages could be assessed the sum of three thousand dollars (\$3,000.00).

B. In addition, if Developer failed to meet or exceed the minimum employment goals or otherwise establish that Developer is entitled to a waiver, Developer could be required to attend mandatory compliance training on Workforce Program compliance

VII. First Source Program

A. The City has established a labor force recruiting program intended to assist contractors in identifying, interviewing and hiring qualified job applicants residing in Kansas City, Missouri. While a Developer is not prohibited from hiring persons residing outside Kansas City, Missouri, the recruiting resource provided for herein (the "First Source Program") must be utilized by the Developer subject to the construction employment goals as set forth in this **PART B, CONSTRUCTION EMPLOYMENT PROGRAM REQUIREMENTS.**

B. The City utilizes the services of the Full Employment Council, Inc., to administer the First Source Program. The Developer shall contact the Full Employment Council within 48 hours execution of the Contract, regardless of whether the Developer has any hiring needs at that time, and within 48 hours following any job vacancy which the Developer reasonably anticipates filling during the term of the Contract. The Developer shall comply with the First Source Program requirements as implemented by the Full Employment Council unless otherwise excused in writing by the Director of HRD for good cause shown. To ensure compliance with the First Source Program, the Developer shall contact those persons at the Full Employment Council responsible for administering the program which may be identified by visiting their website at www.feckc.com and clicking on the link for KCMO First Source Hiring Program.

C. The Developer shall require that its general contractor and subcontractors utilize the First Source Program to the same extent that the Developer is required to do so, and shall incorporate the requirements of this Section VIII into every subcontract. Every subcontractor shall be required to contact the Full Employment Council within 48 hours of subcontract award, regardless of whether the subcontractor has any hiring needs at that time, and within 48 hours following any job vacancy which the subcontractor reasonably

anticipates filling during the term of their subcontract.

EXHIBIT G

Certification of Costs and Reimbursement Policy

Policy Statement: The purpose of this Certification of Costs and Reimbursement Policy is to outline the procedure and set forth all such requirements and obligations that must be observed and complied with as a requirement of any contribution of sales taxes to any development project.

Actions Required Prior to Certification

1. The City Council must have authorized, by ordinance, the execution of the agreement pursuant to which sales tax revenues are to be contributed.
2. The City and the relevant developer must have properly executed an agreement identifying the improvements for which the Developer will incur costs and seek reimbursement. Costs shall not be certified or reimbursed if the Developer is in breach of such agreement, or any other agreement related to the project executed by any public entity pursuant to which real and/or personal property taxes are to be abated or exempted.

Obligation of Developer Prior to Reimbursement

1. Prior to the City's reimbursement of any eligible reimbursable costs, the Developer shall submit via e-mail or two (2) copies of all documentation if requested, in a format as reasonably requested by the City or the Cost Certifier, to substantiate that such costs were incurred and have not been reimbursed or otherwise paid from any other public source.
2. The Developer may be requested to meet with City staff or the Cost Certifier to address questions or concerns that may arise concerning a certification request, in which event, Developer shall attend such meeting.

Obligation of City Staff During Certification Process

1. City staff will forward to the Cost Certifier the certification request as stated by the Developer, along with the original documentation submitted by the Developer and any other information requested by the Cost Certifier.
2. In the event questions or requests for additional documentation arise during the review process, City will maintain a copy of all additional documentation provided to the Cost Certifier.
3. The City shall not consider requests for reimbursement from the Developer (a) that are not submitted pursuant to this policy and (b) that are not submitted to the City within eighteen (18) months from the date such costs were incurred by the Developer.

Cost Certifier's Review and Report: Certification

1. Upon the Cost Certifier's receipt of a request for certification, the Cost Certifier shall review all documentation provided with such request and will issue a report notating the amount recommended for certification by the City, and any disallowed or questioned costs.

2. City will notify the Developer of disallowed or questioned costs and the reason for the questioned costs included in the recommendation from Cost Certifier. In the event that the Developer is able to address the disallowed or questioned costs, City will cooperate with the Developer and Cost Certifier to answer the questions and complete the report.

3. The certification of costs shall be made by the City's Director of Finance. Following such certification the amounts so certified shall be distributed in accordance with the terms of the applicable agreement under which the sales taxes are being contributed.

Selection of Cost Certifier

The City shall select the Cost Certifier to be used hereunder from the list of Cost Certifiers providing such services to the Tax Increment Financing Commission of Kansas City, Missouri.

EXHIBIT H

Agreement of Verification for City Base Year Economic Activity Taxes

Project: Seville Hotel Improvement Project

Ordinance:

Ordinance Approval Date:

Base Year: **2024**

Project Area Base Year Convention & Tourism Tax:

Development Finance has completed verification of the above information per the terms of the tax redirection agreement.

The City and developer acknowledge the base year cannot be modified in subsequent years, except as mutually agreed to by the parties to this agreement.

Base year calculations have been verified by: Acknowledgement of receipt:

By: _____
Name, Title
City of Kansas City, Missouri

By: _____
Name, Title
HS KC PLAZA, LLC

Date Rec'd: _____

Date Rec'd: _____

Acknowledgement of receipt:

By: _____
Aaron Dispenza, Financial Manager
City of Kansas City, Missouri

Date Rec'd: _____

EXHIBIT I

Form of Certification of Eligible Reimbursable Funds Collected

**CERTIFICATION TO THE CITY OF KANSAS CITY, MISSOURI UNDER TAX
REDIRECTION AGREEMENT DATED _____, 2026 AMONG THE CITY OF
KANSAS CITY, MISSOURI AND GLI HOSPITALITY, INC.**

HS KC PLAZA, LLC (HSKCP) hereby certifies as follows:

For the calendar year ending December 31, 20____:

(a) The total annual taxes generated with respect to the operations of the Hotel from the City's 7.50% convention and tourism tax imposed on sales or charges for hotel rooms imposed by the City pursuant to Section 68-551(a)(1) of the City's Code of General Ordinances, or any successor provision thereto, is \$_____ , and the Project Area Base Convention & Tourism Tax is \$_____ ; and

(b) The Federal Employer Identification Number (FEIN) used to file the taxes referenced in paragraph (a) is _____ , and the account number used to file the taxes referenced in paragraph (a) is _____ .

Terms used herein as defined terms and not otherwise defined herein shall have the meaning set forth in the Agreement.

HS KC PLAZA, LLC

Dated: _____, 20____

By: _____

Print Name: _____

Title: _____

