

AMENDED AND RESTATED REDEVELOPMENT AGREEMENT

BETWEEN

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

AND

**THE CITY OF KANSAS CITY, MISSOURI,
THROUGH ITS PUBLIC WORKS DEPARTMENT**

**FOR THE CONSTRUCTION OF NORTH BRIGHTON, BETWEEN
NE 58TH STREET AND PLEASANT VALLEY ROAD AND THE INTERSECTION OF
NORTH BRIGHTON AND PLEASANT VALLEY ROAD AS CONTEMPLATED BY
THE SHOAL CREEK PARKWAY TAX INCREMENT FINANCING PLAN**

Dated: March 9, 2020

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AMENDED AND RESTATED REDEVELOPMENT AGREEMENT

THIS AMENDED AND RESTATED REDEVELOPMENT AGREEMENT (this “**Amended Agreement**”), dated March 9, 2020, amends, restates and replaces that certain agreement by and between the TAX INCREMENT FINANCING COMMISSION OF KANSAS CITY, MISSOURI (the “**Commission**”) and THE CITY OF KANSAS CITY, MISSOURI, THROUGH ITS PUBLIC WORKS DEPARTMENT (the “**City**”), dated October 1, 2019 (the “**Original Agreement**”) with respect to the following facts and objectives:

A. Pursuant to the Real Property Tax Increment Financing Allocation Act, Section 99.100 RSMo. 1988, et seq., as amended (“**Act**”), on November 10, 1994, the City Council of Kansas City, Missouri (the “**Council**”), by way of Ordinance No. 941443, approved the Shoal Creek Parkway Tax Increment Financing Plan and designated the area described therein as a redevelopment area (the “**Redevelopment Area**”).

B. The Shoal Creek Parkway Tax Increment Financing Plan has been subsequently amended several times by the Council’s passage of a series of Ordinances (the Shoal Creek Parkway Tax Increment Financing Plan, as amended by these ordinances is hereinafter referred to as the “**Plan**”).

C. The Plan provides, among other things, for the design and construction of roadways and other public infrastructure within and adjacent to the Redevelopment Area, including the construction of certain improvements to North Brighton Road, beginning at NE 58th Street and continuing to Pleasant Valley Road (the “**North Brighton Improvements – (G6)**”) and including the intersection at N. Brighton and Pleasant Valley Road (the “**Pleasant Valley Intersection – (M1)**”) (collectively “**Public Infrastructure Improvements**”), as more specifically described on **Exhibit A**.

D. The City has agreed to implement the Public Infrastructure Improvements pursuant to the Plan, subject to the City’s reimbursement by the Commission for certain costs related thereto that are identified on **Exhibit B**, attached hereto “the “**Redevelopment Project Costs**”), in accordance with the terms and conditions of this Agreement.

E. On October 1, 2019, the City and the Commission entered into the Original Agreement, which provides, in part, for the City to implement the Public Infrastructure Improvements and for the Commission, subject to the terms and conditions of the Original Agreement, to reimburse the City for certain costs related thereto, in an amount not to exceed \$10,500,000.

F. On November 14, 2019, the Council, pursuant to Ordinance No. 190894, approved the Sixteenth Amendment to the Plan, which provides, in part, for an increase by \$400,000 of the costs related to the Public Infrastructure Improvements (the “**Sixteenth Amendment Modifications**”).

G. The City and the Commission each desire to enter into this Amended Agreement to amend, restate and replace the Original Agreement to incorporate the Sixteenth Amendment Modifications.

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

1. Public Infrastructure Improvements. The City shall implement or cause to be implemented the Public Infrastructure Improvements in accordance with the Scope of Services attached hereto as **Exhibit A**. The final design and construction plans for the Public Infrastructure Improvements shall be approved by the City, through the Director of Public Works Department of the City of Kansas City, Missouri, and all City approvals of the same shall be communicated in writing to the Commission by the City, prior to the City submitting to the Commission for certification any costs related to the Public Infrastructure Improvements. All projected costs associated with the Public Infrastructure Improvements, which are approximately \$11,700,000, are set forth on **Exhibit B**, attached hereto (“**Redevelopment Project Costs**”), of which \$10,900,000 shall be reimbursed to the City provided, notwithstanding anything herein to the contrary, that up to \$4,000,000 shall be reimbursed to the City in calendar year 2019 and no more than \$10,900,000, in the aggregate, shall be reimbursed to the City in calendar years 2019 and 2020, subject to the terms and conditions of this Agreement.

2. Date of Completion. Subject to the other provisions of this Agreement including, without limitation, **Section 18**, the City shall cause the Public Infrastructure Improvements to be implemented pursuant to the development schedule attached hereto as **Exhibit C**.

3. Reimbursement to City. To the extent the City and its contractors have completed the Public Infrastructure Improvements and, in doing so, have complied with:

a. Ordinance No. 180535, as further amended, passed on October 25, 2018 by the Council (the “**MBE/WBE Ordinance**”). The MBE/WBE Ordinance is intended to provide an equal opportunity for minority owned business enterprises, women-owned business enterprises, minorities and women to participate in the development of TIF-assisted redevelopment projects (“**Minority Participants**”). The MBE/WBE Goals for the Public Infrastructure Improvements shall be established in accordance with the MBE/WBE Ordinance. The City will adhere to all such reasonable rules, regulations, reporting procedures and forms which the Commission may from time to time promulgate for the purpose of facilitating uniform, orderly and efficient compliance with this Section, and

b. the City Code of General Ordinances, Chapter 3, Article IV, Division 2, Sections 3-501 through 3-525 (Construction Workforce Ordinance).

The City shall be paid for all Certified Costs (as defined in **Section 4**) from available funds on deposit in the Special Allocation Fund established in connection with the Plan (the “**Special Allocation Fund**”), subject to the terms and conditions of this Agreement, including the Commission’s Certification of Costs and Reimbursement Policy, attached hereto as **Exhibit D**.

4. Certification of Redevelopment Project Costs. The Commission may independently verify any request for payments or reimbursement of any costs related to the Public Infrastructure Improvements, utilizing the services of employees of the Commission or

other qualified individuals and such costs, which have been certified by the Commission pursuant to its Certification of Costs and Reimbursement Policy shall be deemed “**Certified Costs**” and, subject to the terms and conditions of this Agreement and that certain Reimbursement Prioritization Agreement, dated December 15, 2017, as amended from time to time, by and among the City, the Commission, Mid-Continent Library and Star Acquisitions, Inc. (the “**Prioritization Agreement**”), Certified Costs shall be paid from available funds on deposit in the Special Allocation Fund. The City or its contractors shall provide such information as is reasonably necessary to facilitate such verification and shall require the same of all its designated contractors and subcontractors. The Commission shall undertake reasonable efforts to complete its verification of payment requests prior to the meeting at which a request is to be considered.

5. Bids Required. The City agrees to solicit bids from qualified contractors for the construction of the Public Infrastructure Improvements and select the lowest qualified and best bidder for the construction of the Public Infrastructure Improvements, which shall include compliance with the MBE/WBE Ordinance. The City, through the Director of Public Works Department of the City of Kansas City, Missouri, shall communicate in writing to the Commission the amount of such bids and the name of the party selected by the City to construct the Public Infrastructure Improvements.

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

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

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

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

10. Performance and Maintenance Bond. The City (a) shall cause its designated contractor engaged to implement the Public Infrastructure Improvements to furnish, or cause to be furnished, a performance and maintenance bond in the full amount of each contract relating to the Public Infrastructure Improvements with good and sufficient sureties, and (b) cause its contractors and subcontractors to indemnify, protect and defend the Commission and its officers, members, agents and employees against any and all claims, demands, liabilities and costs, including reasonable attorneys' fees, costs and expenses, arising from damage or injury, actual or claimed, of whatever kind or character (including consequential and punitive damages) occurring or allegedly occurring as a result of such contractor's or subcontractor's failure to comply with this Section. The performance and maintenance bond shall remain in effect for a period consistent with Public Works Department's standards and until the date the Commission issues a Certificate of Completion and Compliance for the Public Infrastructure Improvements.

11. Certificate of Completion and Compliance. Within sixty (60) days of the completion of the Public Infrastructure Improvements, the City shall submit to the Commission a report certifying that the Public Infrastructure Improvements have been completed in accordance with **Exhibit A** and that the City is in compliance with all provisions of this Agreement and that it has provided to the Commission, or its independent cost certifier, all documentation required by the Commission's Certification of Costs and Reimbursement Policy, attached hereto as **Exhibit D**. The City shall, as part of its report, (a) certify the total cost of completing the Public Infrastructure Improvements, and (b) include such supporting documentation necessary for the Commission, or its independent certifier, to substantiate all the Redevelopment Project Costs, as described in the Plan, incurred by the City and presented to the Commission for certification. The Commission shall forward the City's report and request for reimbursement to the Commission's cost certifier and the Commission shall exert reasonable best efforts to cause the cost certifier to render a recommendation to the Commission as to whether costs referenced therein should be certified. The Commission may conduct an investigation, and if the Commission determines that the Public Infrastructure Improvements have been completed in accordance with the provisions of the Plan and this Agreement, including, but not limited to, the following policies and procedures incorporated herein: the MBE/WBE Ordinance and

Commission's Procedures for the Payment of Prevailing Wages, and other required governmental approvals and that all costs related to the Public Infrastructure Improvements have been certified pursuant to the Commission's Certification of Costs and Reimbursement Policy, the Commission shall issue a Certificate of Completion and Compliance and certify such costs. If the Commission determines that the Public Infrastructure Improvements, or any phase or portion of the Public Infrastructure Improvements, have not been completed in accordance with the provisions of this Section, or that any Redevelopment Project Costs have not been certified, pursuant to the Commission's Certification of Costs and Reimbursement Policy, then the Commission may, in its sole discretion, (x) not issue a Certificate of Completion and Compliance, (y) withhold reimbursement of Redevelopment Project Costs related to the Public Infrastructure Improvements and (z) specify in writing the reason or reasons for withholding its certification.

a. The issuance of a Certificate of Completion and Compliance by the Commission shall be a conclusive determination of the satisfaction and termination of the covenants in this Agreement, with respect to the obligations of the City to complete the Public Infrastructure Improvements within the dates for the beginning and completion thereof and in accordance with the criteria applicable thereto as herein set forth.

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

12. Payment of Certified Costs.

a. Subject to the terms of the Prioritization Agreement and the terms and conditions of this Agreement, including the policies referenced herein and attached hereto, and the availability of funds on deposit in the Special Allocation Fund, the Commission shall reimburse the City up to \$4,000,000 in calendar year 2019 and no more than \$10,900,000, in the aggregate, shall be reimbursed to the City in calendar years 2019 and 2020.

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

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

verification of progress payment requests prior to the meeting at which a request is to be considered.

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

14. MBE/WBE Ordinance. With respect to the Public Infrastructure Improvements, the City shall comply with the City's MBE/WBE Ordinance and contractually require its contractors and subcontractors to comply with the terms and provisions of the City's MBE/WBE Ordinance, exert best efforts to enforce such provisions to the maximum extent permitted by law and further provide that the Commission shall be a third-party beneficiary with respect to the compliance and enforcement of such provisions. The MBE/WBE Ordinance is intended to remedy past discrimination in contracts entered in with the City and the agencies enabled by the City, including the Commission by (a) establishing affirmative action goals with respect to the aggregate amount of all costs incurred in connection with the Public Infrastructure Improvements, (b) requiring the City to exert good faith efforts to meet such goals, (c) requiring the City to deliver a professional services utilization plan and construction service utilization plan (the "**Utilization Plans**") to the Human Relations Department of the City for its approval and (d) requiring the City to exert good faith efforts, as determined in accordance with the MBE/WBE Ordinance, to comply with such utilization plan during the implementation of the Project Improvements and Public Improvements. The MBE/WBE Ordinance is intended to provide an equal opportunity for MBE's, WBE's, minorities and women to participate in the development of TIF-assisted redevelopment projects ("**Minority Participants**"). Prior to or simultaneously with the certification and reimbursement of any Redevelopment Costs incurred by the City in connection with the Public Infrastructure Improvements, the City shall report to the Commission the progress of the City's utilization of Minority Participants in the completion of the Public Infrastructure Improvements and, within sixty (60) days of the completion of the Public Infrastructure Improvements, the City shall provide a final report, which shall describe the utilization of Minority Participants in connection with the completion of Public Infrastructure Improvements. The City will adhere to such reasonable rules, regulations, reporting procedures and forms which the Commission may from time to time promulgate for the purpose of facilitating uniform, orderly and efficient compliance with the MBE/WBE Ordinance and which do not alter the goals established by the Human Relations Department of the City and incorporated within the Utilization Plans. Prior to any costs being incurred with respect to the Public Infrastructure Improvements, Utilization Plans, for the Public Infrastructure Improvements will be submitted to and approved by the Human Relations Department of the City.

15. Work Force. With respect to the implementation of the Public Infrastructure Improvements, the City, as required by City Code of General Ordinances Chapter 3, Article IV, Division 3, Section 3-401 through 3-525, and acting through its Human Relations Department, shall comply with the Commission's Workforce Policy, as amended from time to time and attached hereto as Exhibit F (the "**Workforce Policy**") and incorporated herein by this reference, and cause its contractors and subcontractors to comply with the terms and provisions

of the Workforce Policy, exert best efforts to enforce such provisions to the maximum extent permitted by law and further provide that the Commission shall be a third party beneficiary with respect to the compliance and enforcement of such provisions. The Workforce Policy supports and implements City Code of General Ordinances, Chapter 3, Article IV, Division 3, Sections 3-501 through 3-525 and creates a construction employment program that establishes goals for the employment of minority, women and resident workers for certain construction contractors engaged by the City, its departments and agencies, including the Commission.

16. Breach; Compliance.

a. If the City does not comply with provisions of this Agreement, within the time limits and in the manner for the completion of the Public Infrastructure Improvements as herein stated, except for Excusable Delays, in that the City shall do, permit to be done, or fail or omit to do, or shall be about do, or fail or omit to have done, anything contrary to or required of it by this Agreement or the Act, and if, within thirty (30) days after written notice of such default by the Commission to the City, and the City shall not have cured such default or commenced such cure or be diligently pursuing the same if such cure would reasonably take longer than said thirty (30) day period, then the Commission may institute such proceedings as may be necessary in its opinion to cure the default, including, but not limited to, proceedings to compel specific performance by the City of its obligations and the Commission is granted the specific right to terminate this Agreement, the specific right to withhold funds claimed by the City to such extent as is necessary to protect the Commission from loss or to ensure that the Public Infrastructure Improvements is fully and successfully implemented in a timely fashion and the specific right to withhold issuance of a Certificate of Completion and Compliance.

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

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

d. Any delay by any party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this **Section 16** shall not operate as a waiver of such rights or limit them in any way. No waiver made by any party of any specific default by any other party shall be considered or treated as a waiver of the rights of any party with respect to any other defaults, or with respect to the particular default except to the extent specifically waived.

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

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

19. Effective Date. This Agreement shall become effective on the date set forth herein, and shall remain in full force and effect until the completion of the Public Infrastructure Improvements called for in the Plan and this Agreement, and so long thereafter as (a) obligations remain outstanding under this Agreement, or (b) there are any remaining Certified Costs which have not been reimbursed to the City in accordance with this Agreement. At such time as all of the obligations and costs set forth in the preceding sentence have been satisfied and reimbursed, this Agreement shall terminate, provided that in any event, the obligations of the City and Commission arising under the terms and conditions of this Agreement, with respect to the Public Infrastructure Improvements, including, but not limited to, the reimbursement of Certified Costs, shall cease no later than March, 2021.

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

21. Notice. All notices required by this Agreement shall be in writing and shall be served either personally or by certified mail, or by any other delivery service which obtains a receipt for delivery unless any such notice is required by law and such law provides a different form of delivery or service. Any such notice or demand served personally shall be delivered to the party being served (provided that such notice may be delivered to the receptionist or any other person apparently in charge of such party's office at its address hereinafter set forth), and shall be deemed complete upon the day of actual delivery or attempted delivery, as shown by an affidavit of the person so delivering such notice. Any notice so served by certified mail shall be

deposited in the United States Mail with postage thereon fully prepaid and addressed to the party or parties so to be served at its address hereinafter stated, and service of any such notice by certified mail shall be deemed complete on the date of actual delivery as shown by the certified mail receipt. Service of any such notice by another delivery service shall be deemed complete upon the date of delivery as shown on the receipt obtained by such delivery service.

Notices to the Commission

shall be addressed to: Tax Increment Financing Commission
300 Wyandotte, Suite 400
Kansas City, Missouri 64105
Attn: Executive Director

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

Notices to City shall
be addressed to:

Department of Public Works of the City of Kansas City, Missouri
20th Floor, City Hall
414 E. 12th Street
Kansas City, Missouri 64106
Attn: Director

with a copy to: Law Department
28th Floor, City Hall
414 E. 12th Street
Kansas City, Missouri 64106
Attn: City Attorney

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

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

23. Validity and Severability. It is the intention of the parties hereto that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement, other than the City's obligation to implement or cause the implementation of the Public Infrastructure Improvements in accordance with **Section 1** of this Agreement, the Commission's obligation to reimburse the City for certain costs in accordance with **Section 3** of this Agreement and any other provision containing material benefits bargained for under the Agreement, the exclusion of

which or deemed unenforceability of which would constitute a failure of consideration for a party to go forward with its obligations, shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

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

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

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

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

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

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

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

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

29. Multiple Counterparts. This Agreement may be executed in multiple counterpart copies, each of which will be considered an original and all of which constitute but one and the

same instrument, binding on all parties hereto, even though all the parties are not signatories to the same counterpart. Any counterpart of this Agreement which has attached to it separate signature pages which together contain the signatures of all parties hereto shall be deemed for all purposes a fully executed original.

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

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

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

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

ATTEST:

By: [Signature]
Heather A. Brown, Secretary

By: [Signature]
Alissia R. Canady, Chair

Approved as to form:

By: [Signature]
Wesley O. Fields, Counsel to the Commission

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

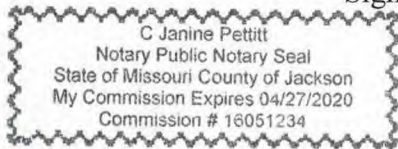
On this 9th day of March, 2020, before me, the undersigned a Notary Public in and for the County and State aforesaid, came Alissia R. Canady, the Chair of the Tax Increment Financing Commission of Kansas City, Missouri, a commission duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, who is personally known to me to be the same person who executed, as such official, the within instrument on behalf of said commission, and such person duly acknowledged the execution of the same to be the act and deed of said commission.

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

[Signature]
Signature of Notary Public

My Commission Expires:

April 27, 2020



**CITY OF KANSAS CITY, MISSOURI, THROUGH
ITS PUBLIC WORKS DEPARTMENT**

By: *Sherri McIntyre*
Sherri McIntyre, Director

APPROVED AS TO FORM:

[Signature]
Assistant City Attorney

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 3 day of March, 2020, before me, a Notary Public in and for the state and county aforesaid, appeared Sherri McIntyre, to me personally known, and who being by me duly sworn, did say that she is the Director of the Public Works Department of the City of Kansas City, Missouri, and, as such official, executed the within instrument on behalf of said Public Works Department of the City of Kansas City, Missouri, and such person duly acknowledged the execution of the same to be the act and deed of said Public Works Department of the City of Kansas City, Missouri.

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

[Signature]
Signature of Notary Public

My Commission Expires:

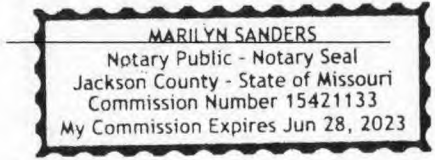


Exhibit A

Public Infrastructure Improvements – Scope of Services

This project includes the street widening of North Brighton Avenue from 58th Street to Pleasant Valley Road, which is described as Improvement G6 by the Plan and the North Brighton and Pleasant Valley Road Intersection, which is described as Improvement M1 by the Plan. This project will include widening the road to a four lane divided median section while flattening the hills and valleys, adding new curbs and gutters, an enclosed storm sewer, street lighting, bike lanes and sidewalks.

Typical design and construction items will include, but may not be limited to:

1. Engineering and Design
2. Survey
3. Street Plan and Profile
4. Intersection Design and Tie-in Roadways
5. Traffic Signals
6. Storm Sewer and Reinforced Concrete Box / Bridge
7. Grading
8. Curbs
9. Sidewalks
10. Street Lights
11. Water Line
12. Traffic Control
13. Geotechnical Investigation, Testing and Inspections
14. Erosion Control and Seeding
15. Pavement Marking and Signage
16. Local, State and Federal Permitting
17. Utility Coordination / Relocation
18. Legal
19. Interest
20. Project Administration
21. Construction related services such as inspections, design, reporting, permitting and staking
22. Any other design, construction and administration related activities to be determined throughout the design, bidding and construction process

Exhibit B

Public Infrastructure Improvements – Redevelopment Project Costs

Engineering North Brighton Improvements (G6)	\$ 80,000
Engineering Pleasant Valley Intersection (M1)	\$20,000
Construction of North Brighton Improvements (G6) and Pleasant Valley Intersection (M1)	\$ 10,500,000
Project Administration and Management - North Brighton Improvements (G6)	\$ 80,000
Project Administration and Management - Pleasant Valley Intersection (M1)	\$ 20,000
Construction Phase Services (Inspection) - North Brighton Improvements (G6)	\$ 160,000
Construction Phase Services (Inspection) - Pleasant Valley Intersection (M1)	\$ 40,000
Total Cost	\$10,900,000

Exhibit C

Public Infrastructure Improvements – Development Schedule

Proposed Project Schedule

Right of way Acquisition	Completed February 2019
Bid	June 2019
Road Construction	September 2019-Winter 2021/Spring 2022
Completion Date	Spring 2022

Exhibit D

Certification of Costs and Reimbursement Policy

Policy Name: Certification of Costs and Reimbursement Policy

Date Approved: January 14, 2004; Revised September 8, 2004, March 9, 2005, November 9, 2005, January 11, 2006, September 12, 2007, May 13, 2009, October 14, 2009 and September 12, 2018

Resolution Number: 1-1-04, 9-2-04, 3-4-05, 11-3-05, 1-4-06, 9-28-07, 5-22-09, 10-15-09 and 9-04-18

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 redevelopers of Redevelopment Plans (“Redeveloper(s)”), the Tax Increment Financing Commission (the “Commission”) and the Commission’s independent cost certifier (the “Cost Certifier”) must observe and comply with such that Redevelopers may be reimbursed for eligible Redevelopment Project Costs incurred in connection with the implementation of a Redevelopment Plan, Redevelopment Project or public improvement, except to the extent a Redeveloper is to be reimbursed with proceeds of Bonds or Obligations, in which event the Redeveloper may be reimbursed for eligible Redevelopment Project Costs, in accordance with the Commission’s Bond Issuance and Disbursement Policy. (All capitalized terms not defined herein shall have the respective meanings ascribed to them in the Real Property Tax Increment Financing Allocation Act, Sections 99.800 to 99.865, inclusive, of the Revised Statutes of Missouri, as amended, the “Act”).

Actions Required Prior to Certification

1. The Commission and the City Council of Kansas City, Missouri (the “City”) must (a) make all such findings required by Section 99.810 of the Act with respect to the approval of any Redevelopment Plan or Redevelopment Project for which Redevelopment Project Costs are to be certified and reimbursed, and (b) upon making such findings, approve such Redevelopment Plan, which shall include a budget of eligible Redevelopment Project Costs (the “Budget”) and such Budget shall denote which Redevelopment Project Costs are eligible for reimbursement. The Budget will be incorporated as an exhibit to a redevelopment agreement, which shall provide for the implementation of all or a portion of a Redevelopment Plan.
2. The Commission and Redeveloper must properly execute a funding agreement or such other agreement that provides for the payment of the Commission’s costs and expenses and the Redeveloper must deliver to the Commission all such amounts due and owing thereunder from time to time. Redevelopment Project Costs shall not be reimbursed if any amounts owing under the funding agreement are in dispute or the Redeveloper is otherwise in breach of the funding agreement for failure (a) to pay costs and expenses when they may become due or (b) to maintain any required deposit specified therein.

3. The Commission and the Redeveloper must properly execute a redevelopment agreement, which shall provide, inter alia, for the implementation of such improvements identified within a Redevelopment Plan and for which the Redeveloper will incur costs and seek reimbursement. Redevelopment Project Costs shall not be certified or reimbursed if the Redeveloper is in breach of a redevelopment agreement. In no event shall a Redeveloper be reimbursed for (a) any fee imposed upon a Redeveloper, as a result of such Redeveloper's request of the Commission to delay its consideration of a Redevelopment Plan, Project or amendment thereto or (b) any liquidated damages, penalty fees, interest charges or any additional costs related thereto, which are imposed as a result of the Redeveloper's noncompliance with the terms of any agreement that relates to the implementation of a Redevelopment Plan, Redevelopment Project or public improvement.
4. Upon the execution of a Redevelopment Agreement, the Commission shall provide the Redeveloper with the following forms, which shall be completed prior to or simultaneously with its request for certification of Redevelopment Project Costs: (a) Environmental Compliance Certificate, attached hereto as **Schedule 1**, (b) Affidavit as to Sources of Funds, attached hereto as **Schedule 2**, (c) Affidavit as to Payment of Prevailing Wages, attached hereto as **Schedule 3** and (d) Request for Certification form, attached hereto as **Schedule 4**.
5. The Commission shall not reimburse a Redeveloper any amount in excess of the aggregate amount of budgeted reimbursable Redevelopment Project Costs identified by a Redevelopment Plan. In the event the actual Redevelopment Project Costs submitted for reimbursement by the Redeveloper are in excess of the budgeted amount of reimbursable Redevelopment Project Costs identified by a Redevelopment Plan, the City Council must approve an amendment to the Redevelopment Plan that shall provide for the reimbursement of such excess amount prior to the certification of such excess amount of reimbursable Redevelopment Project Costs; provided however, to the extent the actual Redevelopment Project Costs which are attributed to a single line item within the Budget, exceed the budget for such single line item by (a) an amount equal to or in excess of the lesser of 10% or (b) an amount equal to or in excess of \$1 million, or the actual aggregate amount of Redevelopment Project Costs submitted for reimbursement by the Redeveloper exceed the aggregate amount of Redevelopment Project Costs set forth in the Budget by (c) an amount equal to or in excess of the lesser of 10% or (d) an amount equal to or in excess of \$1 million, the Commission, upon providing all requisite notices required by the Act, shall conduct a public hearing to consider an amendment to the Redevelopment Plan that would increase the budget so as to permit the reimbursement of such excess amount, and upon the recommendation and approval by the City Council of such amendment to the Redevelopment Plan, the Cost Certifier, subject to its normal practices and procedures, shall certify such excess amount for reimbursement. To the extent there is a dispute between the Cost Certifier and the Redeveloper as to whether the excess costs should be attributed to a particular line item within the Budget, the Commission shall accept the interpretation of the Cost Certifier.

Obligation of Redeveloper Prior to Reimbursement

1. Prior to the Commission's reimbursement of any Redevelopment Project Costs, the Redeveloper must certify to the Commission, on a form substantially similar to **Schedule 1**, that to its knowledge, there exists no Hazardous Substances, at levels above applicable clean-up standards on any real property within the Redevelopment Area. In the event such Hazardous Substances exist, the Redeveloper shall state, in writing, what measures it intends to undertake to clean-up such Hazardous Substances to standards consistent with federal, state and local laws. For purposes of this section, Hazardous Substance means any substance that is (i) oil or other petroleum products, (ii) "hazardous waste," as defined by the Resource Conservation and Recovery Act, as amended (RCRA), 42 U.S.C. §6901 *et. seq.*, or similar state or local law, ordinance, regulation or order (iii) "hazardous substances" as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (CERCLA), 42 U.S.C. §9601 *et. seq.*, or similar state or local law, ordinance, regulation or order (iv) "hazardous materials as defined by the Hazardous Materials Transportation Act, as amended (HMTA), 49 U.S.C. §1802, or similar state or local law, ordinance, regulation or order (v) "radioactive materials" subject to the Atomic Energy Act, as amended (AEA) 42 U.S.C. §2014 *et. seq.*, or similar state or local law, ordinance, regulation or order, and (vi) any other pollutant, contaminant, chemical, or substance whose presence creates or could create a hazard to health or the environment or violation of any federal, state, or local law.
2. At the time the Redeveloper submits Redevelopment Project Costs for certification, the Redeveloper shall include with each such submission to the Commission all documentation, as reasonably requested by the Commission or the Cost Certifier, which shall be certified by an officer of the Redeveloper, that shall identify and detail in connection with such submission all payments made to Minority Owned Businesses ("MBE's") and Women Owned Businesses ("WBE's"), which have been certified by the City of Kansas City, Missouri and who are listed on the Redeveloper's construction services utilization plan or professional services utilization plan (the "Utilization Plans") attached to the Redevelopment Agreement.
3. Prior to the Commission's reimbursement of any eligible Redevelopment Project Costs, the Redeveloper shall submit an affidavit to the Commission certifying (a) the sources of funds to pay all Redevelopment Project Costs and (b) that the Redevelopment Project Costs that shall be reimbursed with Payments in Lieu of Taxes (PILOTs), Economic Activity Taxes (EATs) and such other funds within the Special Allocation Fund shall not be reimbursed or otherwise paid from any other public source.
4. Prior to reimbursement of eligible Redevelopment Project Costs, the Redeveloper shall cause its contractors and subcontractors to file with the Commission an affidavit stating that it has complied with the Missouri Prevailing Wage Act, RSMo. §§ 290.210 to 290.340.

5. All closing costs and expenses related to the issuance of bonds, which are to be financed by Economic Activity Taxes (EATs) and/or Payments in Lieu of Taxes (PILOTs), must be incorporated into a budget and submitted to the Commission for approval prior to the Commission declaring its intent to proceed with issuing or consenting to the issuance of bonds to pay for Redevelopment Project Costs (see the Commission's Bond Disbursement Policy – Resolution #5-6-04).
6. The Redeveloper will be requested to be present during the Commission meeting to address questions or concerns that may arise concerning a certification request.

Obligation of Commission Staff During Certification Process

1. Staff to the Commission ("TIFC Staff") will forward to the Cost Certifier a cover letter detailing the following: (a) the certification request as stated by the Redeveloper, (b) a list of all MBE's and WBE's identified in a certification request, (c) any special issues related to the certification request or the Redevelopment Project (i.e. environmental concerns and cost overruns), (d) a contact person for the Redeveloper, (e) the date the TIFC Staff would like to receive a completed report from the Cost Certifier and (f) the date TIFC Staff would like to present the certification request and the Cost Certifier's report to the Commission.
2. TIFC Staff will forward original documentation submitted by the Redeveloper to the Cost Certifier along with the following, if necessary: a copy of the Redevelopment Plan and necessary amendments; a copy of the current redevelopment agreement; a copy of this Policy, a copy of governing Redevelopment Project resolutions and ordinances; a copy of any other internal documentation that may assist in the process of certifying Redevelopment Project Costs such as other agreements or contracts; and any other information requested by the Cost Certifier.
3. In the event questions or requests for additional documentation arise during the review process, TIFC Staff will maintain a copy of all additional documentation provided to the Cost Certifier.
4. The Commission (a) shall not consider requests for certification of eligible Redevelopment Project Costs from the Redeveloper that are not submitted by the Redeveloper pursuant to this policy (unless such requests for reimbursement are made pursuant to the Commission's Bond Disbursement Policy), (b) shall not consider requests for certification of eligible Redevelopment Project Costs from the Redeveloper that are not submitted to the Commission within eighteen (18) months from the date such eligible reimbursable Redevelopment Project Costs were incurred by the Redeveloper and (c) shall not reimburse certified costs that are related to the construction of the improvements contemplated by a redevelopment plan and that are incurred more than twenty-four (24) months prior to the City Council's approval, by ordinance, of the Redevelopment Project Areas

identified by the Plan and the Redevelopment Agreement from which the Redeveloper anticipates the collection of PILOTS and EATS to reimburse such Redevelopment Project Costs. Any exception to this subsection (4) must be approved in writing by the Commission.

Cost Certifier's Review and Report

1. Upon the Cost Certifier's receipt of a request for certification, the Cost Certifier shall review all documentation provided with such request.
2. The Cost Certifier will issue a report in a form acceptable to the Commission notating the amount recommended for certification by the Commission, any disallowed or questioned costs and what costs are considered to be associated with infrastructure. The Cost Certifier will give a complete breakout of all costs, including those costs related to MBE and WBE participation, for accounting purposes.
3. TIFC Staff will notify the Redeveloper of disallowed or questioned costs and the reason for the questioned costs included in the recommendation from Cost Certifier. In the event the Redeveloper is able to address the disallowed or questioned costs, TIFC Staff will assist in gathering any additional documentation to complete the report and work to assist the Redeveloper and Cost Certifier to answer the questions and complete the report.
4. The Cost Certifier will be requested to be present at the Commission meeting to discuss any special issues related to the report and recommendation for certification. TIFC Staff will present any outstanding disallowed or questioned costs to the Commission during the presentation.

Presentation to the Commission

1. Prior to each monthly Commission meeting, TIFC Staff will notify each Redeveloper of the amount to be recommended for certification.
2. TIFC Staff will present to the Commission the following: the total request for certification as presented by each Redeveloper; the total amount paid to MBE's and WBE's; the Cost Certifier reviewing the request; any disallowed or questioned costs related to the request; any outstanding issues needing to be addressed prior to Commission approval and amount recommended for certification.

Following the Commission Meeting

1. Following the Commission's certification of Redevelopment Project Costs, TIFC Staff will notify its controller of the certified amount and the controller, to the

extent the Redeveloper is in compliance with its Funding Agreement and there are sufficient funds within the designated Special Allocation, shall reimburse the Redeveloper for such certified amount within thirty (30) days after certification.

2. All originals and reports will be maintained in the EDC's central filing system.

The Commission must approve in writing any exception to the Certification of Costs and Reimbursement Policy.

Schedule 1

ENVIRONMENTAL COMPLIANCE CERTIFICATE

I, _____ [name] _____, the _____ [title] _____ of _____ [company] _____, a _____ corporation (the "Developer"), in connection with the implementation of Projects _____ (the "Redevelopment Projects") of the _____ Tax Increment Financing Plan (the "Plan") dated _____, 200__ hereby certify that:

1. The Developer has received a copy and reviewed the terms of the Certification of Costs and Reimbursement Policy (the "Policy") of the Tax Increment Financing Commission of Kansas City, Missouri (the "Commission") and has had an opportunity to discuss and ask questions of the staff to the Commission with respect to the Policy.
2. All capitalized terms within this Certificate that are not defined shall have the meanings ascribed to them in the Policy.
3. The Developer acknowledges that the Policy, a copy of which is attached hereto as Exhibit A, is intended to outline the procedure and set forth all such requirements and obligations that redevelopers of Redevelopment Plans must observe and comply in order for redevelopers to be reimbursed for eligible Redevelopment Project Costs incurred in connection with the implementation of a Redevelopment Plan, Redevelopment Project or public improvement.
4. The Developer hereby certifies that, to its knowledge, except as set forth on Exhibit B, attached hereto, there exist no Hazardous Substances, at levels above applicable clean-up standards on any real property within the redevelopment area of the Redevelopment Projects.
5. The Developer hereby certifies that in the event Hazardous Substances exist, prior to the reimbursement of any eligible Redevelopment Project Costs, the Developer shall state, in writing, to the Commission what measures the Developer intends to undertake to clean-up such Hazardous Substances to standards consistent with federal, state and local laws.
6. The undersigned has delivered this Certificate to the Commission prior to the certification of any eligible Redevelopment Project Costs. The undersigned acknowledges and agrees that this Certificate is being materially relied upon by the Commission and, to the extent any statement or representation made herein is not true and correct in all material respects, the Commission may withhold the reimbursement of any eligible Redevelopment Project Costs, with respect to the implementation of the improvements contemplated by the Plan.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of _____, 200__.

DEVELOPER:

By: _____
Name: _____
Title: _____

Exhibit A

Certification of Costs and Reimbursement Policy

Exhibit B

Existing Hazardous Conditions

Schedule 2

AFFIDAVIT AS TO SOURCES OF FUNDS

I, _____ [name] _____, the _____ [title] _____ of _____ [company] _____, a _____ corporation (the "Developer"), in connection with the implementation of Projects _____ (the "Redevelopment Projects") of the _____ Tax Increment Financing Plan (the "Plan") dated _____, 200__ hereby certify that:

1. The Developer has received a copy and reviewed the terms of the Certification of Costs and Reimbursement Policy (the "Policy") of the Tax Increment Financing Commission of Kansas City, Missouri (the "Commission") and has had an opportunity to discuss and ask questions of the staff to the Commission with respect to the Policy.

2. All capitalized terms within this Certificate that are not defined shall have the meanings ascribed to them in the Policy.

3. The Developer acknowledges that the Policy, a copy of which is attached hereto as Exhibit A, is intended to outline the procedure and set forth all such requirements and obligations that redevelopers of Redevelopment Plans must observe and comply in order for redevelopers to be reimbursed for eligible Redevelopment Project Costs incurred in connection with the implementation of a Redevelopment Plan, Redevelopment Project or improvement contemplated by a Redevelopment Plan or Redevelopment Project.

4. The Developer hereby certifies to the Commission that the amount of each source of funds expended to date by the Developer to pay the Redevelopment Project Costs for which the Developer is now seeking certification and reimbursement are reflected on Exhibit B, attached hereto.

5. The Developer hereby certifies to the Commission that the Redevelopment Project Costs for which the Developer is now seeking certification and reimbursement from Payments in Lieu of Taxes and/or Economic Activity Taxes will not be reimbursed or otherwise paid from any other public source.

6. The undersigned has delivered this Certificate to the Commission prior to the certification and reimbursement of Redevelopment Project Costs referenced on the attached Disbursement Request Form. The undersigned acknowledges and agrees that this Certificate is being materially relied upon by the Commission and, to the extent any statement or representation made herein is not true and correct in all material respects, the Commission may withhold the reimbursement of any eligible Redevelopment Project Costs, with respect to the implementation of the Plan.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of _____, 200__.

DEVELOPER:

By: _____
Name: _____
Title: _____

Exhibit A

Certification of Costs and Reimbursement Policy

Exhibit B

Sources of Funds

Schedule 3

AFFIDAVIT AS TO PAYMENT OF PREVAILING WAGES

I, _____ [name] _____, the _____ [title] _____ of _____ [company] _____, a _____ corporation (the "Developer"), in connection with the implementation of Projects _____ (the "Redevelopment Projects") of the _____ Tax Increment Financing Plan (the "Plan") dated _____, 200__ hereby certify that:

1. The Developer has received a copy and reviewed the terms of the Certification of Costs and Reimbursement Policy (the "Policy") of the Tax Increment Financing Commission of Kansas City, Missouri (the "Commission") and has had an opportunity to discuss and ask questions of the staff to the TIF Commission with respect to the Policy.
2. All capitalized terms within this Certificate that are not defined shall have the meanings ascribed to them in the Policy.
3. The Developer acknowledges that the Policy, a copy of which is attached hereto as Exhibit A, is intended to outline the procedure and set forth all such requirements and obligations that redevelopers of Redevelopment Plans must observe and comply in order for redevelopers to be reimbursed for eligible Redevelopment Project Costs incurred in connection with the implementation of a Redevelopment Plan, Redevelopment Project or public improvement.
4. The Developer hereby confirms and attests to the Commission that it has (a) paid and caused all its contractors and subcontractors to pay prevailing wage rates set forth on the Annual Wage Order, attached hereto as Exhibit B, for all Project Improvements and Public Improvements to which costs related thereto are anticipated to be reimbursed under that certain Redevelopment Agreement, dated _____, by and between the Developer and the Commission.
5. The Developer hereby confirms and attests to the Commission that it has complied with the Payment of Prevailing Wage Procedures attached as Exhibit ____, to the Redevelopment Agreement (the "Prevailing Wage Procedures"), including performing or adhering and causing its contractors to perform and adhere to the following:
 - a. abstaining from contracting with contractors or subcontractors on the Missouri Secretary of State's list of Prevailing Wage Act violators;
 - b. keeping full and accurate records clearly indicating the names, occupations and crafts of every workman employed in connection with the construction of the Project Improvements and Public Improvements to which costs related thereto are anticipated to be reimbursed under the Redevelopment Agreement;
 - c. posting a clearly legible statement of Prevailing Wage Rates at all sites for the construction of the Project Improvements and Public Improvements to which costs related thereto are anticipated to be reimbursed under the Redevelopment Agreement;

- d. preparing a copy of all payrolls made on a weekly basis for all construction work related to the Project Improvements and Public Improvements to which costs related thereto are anticipated to be reimbursed under the Redevelopment Agreement;
- e. causing the general contractor and all subcontractors to maintain a daily record of all construction work related to the Project Improvements and Public Improvements to which costs related thereto are anticipated to be reimbursed under the Redevelopment Agreement;
- f. maintaining and verifying Daily Labor Force Records submitted by the general contractors and subcontractors for all construction work related to the Project Improvements and Public Improvements to which costs related thereto are anticipated to be reimbursed under the Redevelopment Agreement;
- g. conducting weekly interviews with construction workers on Project Improvements and Public Improvements sites to verify prevailing wage compliance;
- h. requiring that contractors and subcontractors certify that the payrolls are in compliance with the Annual Wage Order, attached as Exhibit B;
- i. reviewing contractor/subcontractor payrolls for all construction work relating to the Project Improvements and Public Improvements to which costs related thereto are anticipated to be reimbursed under the Redevelopment Agreement; and
- j. prior to commencing construction in connection with the Project Improvements and Public Improvements to which costs related thereto are anticipated to be reimbursed under the Redevelopment Agreement, notifying the Commission and the Missouri Department of Labor, on a form attached hereto as Schedule I to the Prevailing Wage Procedures, of the scope of the work to be done, the various types of craftsmen who will be needed and the date work will commence.

6. The undersigned acknowledges and agrees that this Affidavit is being materially relied upon by the Commission.

7. The information, statements and averments in this Affidavit are, to the best of my knowledge and belief, true, accurate and complete in all material respects.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of _____, 200__.

DEVELOPER:

By: _____
 Name: _____
 Title: _____

Exhibit A

Certification of Costs and Reimbursement Policy

Exhibit B

Annual Wage Order

Schedule 4

REQUEST FOR CERTIFICATION

Description of Costs	Budget of Total Costs	Eligible Reimbursement Costs	Requested Amount of Certification	Payee*/Payee**

* Indicates Payees that have been certified as a Minority Owned Business (MBE) by the Human Relations Department of the City of Kansas City, Missouri (HRD) and that appear on the Utilization Plan attached to the Redevelopment Agreement.

** Indicators Payee's that have been certified as a Women Owned Business (WBE) by the HRD and that appear on the Utilization Plan attached to the Redevelopment Agreement.

Exhibit E

Payment of Prevailing Wages Policy

Payment of Prevailing Wages Procedure

The Redeveloper shall comply with the following procedures:

1. Determine the prevailing wages applicable to all construction work to be performed in connection with the Redevelopment Projects before awarding any contracts or disbursing any funds;
2. Abstain from contracting with contractors or subcontractors on the Missouri Secretary of State's list of Prevailing Wage Act violators;
3. Keep full and accurate records clearly indicating the names, occupations and crafts of every workman employed in connection with the Redevelopment Projects;
4. Post a clearly legible statement of Prevailing Wage Rates at all sites of construction within the Redevelopment Project Areas;
5. Prepare a copy of all payrolls made on a weekly basis for all construction work related to the Redevelopment Projects;
6. Cause the general contractor and all subcontractors to maintain a daily record of all Redevelopment Projects activities;
7. Maintain and verify Daily Labor Force Records submitted by the general contractors and subcontractors for all construction work related to the Redevelopment Projects;
8. Conduct weekly interviews with construction workers on the Redevelopment Project sites to verify prevailing wage compliance;
9. Require that contractors and subcontractors certify that the payrolls are in compliance with the Annual Wage Order;
10. Review contractor/subcontractor payrolls for all construction work relating to the Redevelopment Projects;
11. Cause all contractors and subcontractors to file with the TIF Commission an affidavit stating that it has complied with RSMO §290-210 through §290-340 (the "Prevailing Wage Law");
12. Prior to commencing construction in connection with the Redevelopment Project, notify the Commission and the Missouri Department of Labor, on a form attached hereto as Schedule I, of the scope of the work to be done, the various types of craftsmen who will be needed and the date work will commence.

SCHEDULE I



**DIVISION OF
LABOR
STANDARDS**

MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
**PREVAILING WAGE
PROJECT NOTIFICATION – CONTRACTOR INFORMATION**

The information below is requested pursuant to Sections 290.210 through 290.340 and 290.550 through 290.580, RSMo. During a time of excessive unemployment, only Missouri laborers and laborers from non-restrictive states shall be employed on public works projects. See 290.550 through 290.580, RSMo.

1. Date of Notification		2. Annual Wage Order Number Included in Bid Specifications	
3. Popular or Descriptive Name of Project			
4. Estimated Project Cost of Completion <i>(total construction contracts to be awarded)</i>		5. \$	
5. Exact Location of Project			
County	City	Township	
6. Official Name of Public Body or Agency			
7. Name of Contact Person		8. Phone Number <i>(include area code)</i>	
9. Address			
10. E-mail Address		Website	
11. Anticipated Date for Soliciting or Advertising for Bids		12. Contract Award Date	
13. Estimated Start Date of Work	14. Estimated Date of Project Completion	15. Will There Be Any Federal Funds Used in this Contract? <input type="checkbox"/> Yes <input type="checkbox"/> No	
16. Contractor Information Notification			
General Contractor:			
Name		_____	
Address		_____	
City		State	ZIP
Phone Number		E-mail Address	
Type of Craftsmen Needed by Project _____			
Scope of Work _____			
List all Subcontractors:			
Name		_____	
Address		_____	
City		State	ZIP
Phone Number		E-mail Address	
Type of Craftsmen Needed by Project _____			
Scope of Work _____			
Name		_____	
Address		_____	
City		State	ZIP
Phone Number		E-mail Address	
Type of Craftsmen Needed by Project _____			
Scope of Work _____			

The state of Missouri requires workers on public works projects be paid the prevailing wage. Public bodies have duties as required under this law (Section 290.210 - 290.340, RSMo).

Mail, Fax or E-mail completed form to: **DIVISION OF LABOR STANDARDS**
Attn: Prevailing Wage Section

P.O. Box 449 Jefferson City, MO 65102-0449

Phone: 573-751-3403

Fax: 573-751-3721

E-mail: prevailingwage@labor.mo.gov

Website: www.labor.mo.gov/DLS

Exhibit F

Work Force Policy

Policy Name: Workforce Policy

Date Approved: July 27, 2009 and June 11, 2014

Resolution Numbers: 7-5-09 and 6-2-14

Policy Statement: WHEREAS, the City, pursuant to City Code of General Ordinances, Chapter 3, Article IV, Division 2, Sections 3-501 through 3-525 (“City Construction Employment Program”) established goals for the employment of minority, women and resident workers for certain construction contractors engaged by the City, its departments and agencies, including the TIFC; and

WHEREAS, in accordance with the City’s mandate set forth in the Workforce Ordinance, the TIFC hereby adopts, in substantial form, the terms and conditions of the City Construction Employment Program.

THEREFORE, in order to comply with the Workforce Ordinance and the City Construction Employment Program, the TIFC shall adhere to the following requirements:

- (1) comply or exert good faith efforts to comply with the Employment Construction Program established by the Workforce Ordinance, as it may be amended from time to time,
- (2) contractually require Redeveloper(s) to cause Construction Contractors and their subcontractors to achieve or exert good faith efforts to achieve the Construction Employment Goals established by the Workforce Ordinance, as it may be amended from time to time,
- (3) comply with all reporting requirements set forth in this Workforce Policy, and
- (4) contractually require Redeveloper(s) to cause Construction Contractors and their subcontractors to comply with all reporting requirements set forth in this Workforce Policy.

I. DEFINITIONS

Apprentice – A person of legal working age who has entered into a program for training and employment to learn a skilled construction trade.

Apprenticeship Program - A program approved by the Bureau of Apprenticeship Training providing for no less than 2,000 hours of reasonably continuous employment and for participation in an approved schedule of work experience through employment, which shall be supplemented by a minimum of 144 hours per year of related instruction.

City – The City of Kansas City, Missouri.

City Construction Employment Program - The program established by the City by the Workforce Ordinance regarding the recruitment, training, mentoring and retention of employees, including apprentices and journeymen, on Construction Projects.

City Council – The governing body of the City.

Construction Contract – A contract estimated by the TIFC prior to solicitation by Redeveloper as requiring more than 800 construction labor hours and with an estimated cost that exceeds \$300,000.00 for the construction, reconstruction, improvement, enlargement or alteration of any Project Improvements contemplated by a Redevelopment Agreement in connection with the implementation of a tax increment financing plan.

Construction Contractor – An individual, partnership, corporation, association or other entity, or any combination of such entities, who or which enters into a Construction Contract with the TIFC or a Redeveloper, regardless of the number of employees.

Construction Employment Goals - The percentages of construction labor hours to be performed by minorities and women workers for a Construction Contractor on all construction projects of that Construction Contractor throughout the Kansas City Metropolitan Statistical Area, during the construction time period of a Construction Contract unless otherwise waived by the TIFC, upon the recommendation of the Director.

Construction Hours Affidavit – A statement by a Construction Contractor, verified under oath, setting forth the Construction Contractor’s intent to meet or exceed, and to cause the subcontractors of every tier to meet or exceed, the Construction Employment Goals while performing a Construction Contract.

Construction Labor Hour - A sixty minute period of time devoted by a worker, employed by a Construction Contractor, performing labor on a construction project job site; or, preparing, fabricating or painting materials or equipment to be used or incorporated on a construction project job site.

Construction Project - Any project performed by a Construction Contractor in the Kansas City Metropolitan Statistical Area.

Construction Services - Activities undertaken to complete the construction, reconstruction, improvement, enlargement or alteration of any fixed work that relates to the implementation of a Redevelopment Plan, Project or Project Improvement, including environmental remediation and demolition, but excluding Professional Services.

Construction Workforce Board - A board created by the City in accordance with the City Workforce Ordinance.

Director – The director of the Human Relations Department of the City or his/her designee, or the person within the City Manager’s Office that is assigned to perform the tasks delegated to the director of the Human Relations Department of the City.

Equal Opportunity Clause - A statement prohibiting discrimination on construction projects based on race, color, sex, sexual orientation, gender, identity, age, national origin or ancestry, religion, or physical disability as proscribed in the Kansas City Code of Ordinances, Chapter 38, Article III, Section 38-103.

Fixed Work - Any permanent building or structure to be reconstructed, improved, enlarged or altered under a Construction Contract.

Good Faith Waiver - A waiver that, upon the recommendation of the Director, is granted by the TIFC and is based upon a showing by a Redeveloper that despite undertaking in good faith the actions outlined in this Workforce Policy, the Redeveloper, the Construction Contractor, the subcontractors of any tier, or both, were unable to achieve the Construction Employment Goals.

Kansas City Metropolitan Statistical Area or (MSA)- The Missouri counties of Cass, Clay, Jackson and Platte and the Kansas counties of Johnson, Leavenworth and Wyandotte.

Incentive Construction Employment Goal - An aspirational goal for company-wide employment of minorities and women intended to encourage Construction Contractors to invest additional money and resources to hire and retain minorities and women on their workforce in order to achieve participation percentages well in excess of the Minimum Employment goals and the percentage of minorities and women generally available in the workforce by providing public recognition upon the completion of a Construction Contract, to the Construction Contractor who achieves such goal.

Journeyman - One who has completed an apprenticeship in a trade or craft and is recognized in the particular trade or craft as a journeyman.

Labor Union - Any organization which exists, in whole or in part, for the purpose of collective bargaining; for dealing with employers concerning grievances, terms or conditions of employment; or, for other mutual aid or protection of workers in relation to employment.

Minorities - Persons who are citizens or lawful permanent residents of the United States and who:

- a. Have origins in any of the Black racial groups of Africa, and who has historically and consistently identified himself or herself as being such a person (“African Americans”);
- b. Have origins in any of the peoples of Mexico, Puerto Rico, Cuba, Central or South America, or any of the Spanish speaking islands of the Caribbean, regardless of race and who has historically and consistently identified himself or herself as being such a person (“Hispanic Americans”);

c. Have origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent or the islands of the Pacific or the Northern Marianas, or the Indian subcontinent and who has historically and consistently identified himself or herself as being such a person (“Asian Americans”); and

d. Maintain cultural identification through tribal affiliation or community recognition with any of the original peoples of the North American continent; or those who demonstrate at least one-quarter descent from such groups, and who has historically and consistently identified himself or herself as being such a person. (“Native Americans”).

Project Improvements - Those activities undertaken and facilities constructed in order to implement the provisions of a Redevelopment Plan pursuant to a Redevelopment Agreement.

Redeveloper – An individual, partnership, corporation, association or other entity, or any combination of such entities, who or which enters into a Redevelopment Agreement.

Redevelopment Agreement - Any agreement between TIFC and a Redeveloper for the implementation of a Redevelopment Plan, Project or Project Improvement .

Resident – An individual residing or domiciled within the City.

TIFC - The Tax Increment Financing Commission of Kansas City, Missouri, created pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, 1986, as amended (the “Act”), and by Ordinance No. 54556 of the City Council of Kansas City, Missouri, adopted on November 24, 1982, and amended by Ordinance No. 911076 adopted on August 29, 1991, by Ordinance No. 100089 on January 28, 2010 and by Ordinance No. 130986 on December 19, 2013, for the purpose of holding hearings and making recommendations to the City Council of Kansas City, Missouri, with respect to proposed tax increment financing plans, and carrying out the responsibilities delegated to it by the City Council, among which, are entering into agreements with redevelopers to implement said plans when approved, and monitoring compliance therewith.

TIFC Representative - A representative designated by the TIFC, who shall make regular reports at TIFC meetings regarding Redevelopers’ compliance with this Workforce Policy.

Woman – An individual who is a citizen or lawful permanent resident not the United States and who is a female.

Workforce - Those persons employed to perform Construction Services.

All terms not otherwise defined herein shall have the meaning set forth in the Redevelopment Agreement.

II. CONSTRUCTION EMPLOYMENT GOALS

The Construction Employment Goals consist of the Incentive Construction Employment Goals and the Minimum Construction Employment Goals and are expressed as a percentage of total Construction Labor Hours of a Construction Contractor on all Construction Projects within the Kansas City Metropolitan Statistical Area. The Construction Employment Goals applicable under this Workforce Policy shall be those established under the City Construction Employment Program in effect at any time. As of the effective date of this Workforce Policy, the Construction Employment Goals are as follows: (A) for Minorities, an Incentive Construction Employment Goal of 20% and a Minimum Construction Employment Goal of 10% and (B) for Women, an Incentive Construction Employment Goal of 4% and a Minimum Construction Employment Goal of 2%.

A. Minimum Construction Employment Goals, unless otherwise waived by the TIFC, upon the recommendation of the Director, shall be met on a quarterly basis during the term of a Construction Contract.

B. The Minimum Construction Employment Goals, unless otherwise waived by the TIFC, upon the recommendation of the Director, shall be applicable as follows:

- (1) As to the Construction Contractor individually, the Construction Contract.
- (2) As to the Construction Contractor individually, all construction projects performed by the Construction Contractor in the MSA during the term of the Construction Contract.
- (3) As to the subcontractors collectively, the Construction Contract.

Only the construction labor hours performed by those working sufficient hours to qualify for benefits shall be counted.

C. All Redevelopment Agreements entered into between the TIFC and a Redeveloper or the TIFC and a Construction Contractor shall require that the Construction Contractor comply with this Workforce Policy and include the requirements of this Workforce Policy in all subcontracts of any tier and that the Construction Contractor shall enforce such provision to the maximum extent permitted by law to ensure that such subcontractors comply with this Workforce Policy.

D. The TIFC may provide public recognition to a Construction Contractor that achieves the Incentive Construction Employment Goals.

E. This Workforce Policy shall not be construed as requiring or encouraging a Construction Contractor, or any subcontractor working in conjunction with the Construction Contractor, to make employment decisions or otherwise alter the terms and conditions of employment based upon race or gender.

III. MONITORING AND COMPLIANCE WITH THE CITY CONSTRUCTION PROGRAM

A. At the time a bid is submitted for a Construction Contract, the Redeveloper shall cause each potential Construction Contractor to submit with its response to the bid solicitation a Construction Hours Affidavit stating the Construction Contractor's intent to meet or exceed, and cause the subcontractors to collectively meet or exceed, the Minimum Construction Employment Goals while performing the Construction Contract or request a waiver. The Construction Hours Affidavit shall be in the format utilized by the City in connection with the City Construction Employment Program.

B. Within 48 hours after bid opening, or prior to contract execution for those Construction Contracts awarded pursuant to a request for proposals, the Construction Contractor shall submit an employee identification report to the Redeveloper, which, upon the request of the TIFC, shall be made available to the TIFC, and such report shall be, in a format to be determined by the Director, which report shall include:

The name, home address, job title, gender and race/ethnicity of each person working for the Construction Contractor and which the Construction Contractor anticipates will be performing construction labor hours creditable towards the Minimum Construction Employment Goals applicable to the Construction Contractor individually.

The Director, with the consent of the TIFC, is authorized to extend the deadline for the Construction Contractor's submission of the employee identification report.

C. Within ten (10) days prior to the date upon which any subcontractor is to commence work under a Construction Contract, the Construction Contractor shall submit an employee identification to the Redeveloper, which, upon the request of the TIFC, shall be available to the TIFC, and such identification report shall be in a format to be determined by the Director, which report shall include:

The name, home address, job title, gender and race/ethnicity of each person working for the subcontractor and which will be performing construction labor hours creditable towards the Minimum Construction Employment Goals applicable to the subcontractor.

The Director, with the consent of the TIFC, is authorized to extend the deadline for the subcontractor's submission of the employee identification report.

D. After the Construction Contract has been awarded, but before work under the Construction Contract begins, a Redeveloper shall cause the selected Construction Contractor to meet with the Director and the TIFC Representative for the purpose of discussing (i) the Construction Contractor's willingness to provide first opportunity for employment on Construction Projects to Residents, (ii) the Minimum Construction Employment Goals for Minority and Women workers, (iii) how the Construction Contractor will endeavor in good faith to individually meet, and require the

subcontractors to collectively meet, the Minimum Construction Employment Goals, (iv) any problems that may affect the Construction Contractor's ability to employ Residents or achieve the Minimum Construction Employment Goals, and (v) the forms and procedures required for the Construction Contractor's reporting obligations.

E. The Director shall assess compliance with the Construction Employment Program, and recommend that the TIFC impose any authorized remedy for any failure to comply on a quarterly basis, for the duration of the Construction Contract; provided, however, that the Director's failure to assess compliance during one or more quarters having expired, or recommend that the TIFC impose any remedy for any failure to comply determined to have occurred during one or more quarters having expired, shall not preclude the Director from assessing compliance as to any subsequent quarter or recommending that the TIFC impose any remedy for any failure to comply determined to have occurred during any subsequent quarter.

F. After completion of work on the Construction Contract, but before release of retainage, final acceptance and closeout, the Redeveloper shall cause the Construction Contractor to provide to the Director and the TIFC, in a format approved by the Director, a final cumulative report detailing the Construction Contractor's and the subcontractors' utilization of minorities and women.

G. Monthly reporting: The Redeveloper shall cause the Construction Contractor performing work under a Construction Contract to submit to the Director and the TIFC Representative workforce reports detailing the Construction Contractor's utilization individually, and the subcontractors' utilization collectively, of residents, minorities and women under the Construction Contract and on every construction project, public or private, that the Construction Contractor has in progress throughout the MSA. The reports shall be submitted to the Director and the TIFC Representative by the fifteenth of each month through the duration of the Construction Contract. The reports shall state the number of resident, minority and women construction labor hours performed on site per trade, and shall be submitted in a format determined by the Director.

H. Within sixty (60) days of the completion of work on the Construction Contract, and before the issuance of a Certificate of Completion and Compliance, the Redeveloper shall cause the Construction Contractor to provide to the TIFC Representative and the Director, in the format required by the City Construction Employment Program, the payroll records of the Construction Contractor and its subcontractors that perform services in connection with the Construction Contract, for each calendar quarter for the years spanning the duration of the Construction Contract, documenting: (i) the total number of Construction Labor Hours performed by Minorities and Women on the Construction Contract and company-wide within the MSA as compared to the total number of Construction Labor Hours performed by all workers on the Construction Contract and company-wide within the MSA; and (ii) the Construction Labor Hours worked per capita by Minorities and Women as compared to the Construction Labor Hours worked per capita by all other workers in the Construction Contractor's workforce.

I. The Redeveloper shall cause all Construction Contractors to comply with all federal laws, including those of the Immigration and Naturalization Service and the Department of Homeland Security. Only those Construction Labor Hours performed by workers in compliance with federal law shall be counted towards the meeting the Minimum Construction Employment Goals.

J. The Redeveloper shall cause the Construction Contractor to permit the TIFC Representative and/or the Director to have access, at all reasonable times, to all books, papers, records, reports or accounts in possession of or under the control of the Construction Contractor and its subcontractors as may be reasonably necessary to ascertain compliance with this Workforce Policy. The Redeveloper shall cause the Construction Contractor and its subcontractors to furnish such further information as may be required by the TIFC Representative and/or the Director within ten (10) working days of the date it is requested in writing.

K. The Redeveloper shall cause the Construction Contractor to permit TIFC Representative and/or the Director to conduct on-site audits and records inspections of the Construction Contractor and its subcontractors without prior notice as may be necessary to ascertain compliance with this Workforce Policy. The Redeveloper shall cause the Construction Contractor to require all of its subcontractors to comply with the requirements of this Section III.

L. The Redeveloper shall cause the Construction Contractor to obtain and retain documentation establishing the residence of record for any person working on a Construction Project. The documentation may be one of the following:

- (1) driver's license or identification card issued by a government or governmental agency with a photograph of the holder; or
- (2) voter registration card; or
- (3) utility bill showing the account holder's name and address; or
- (4) valid United States Passport; or
- (5) other document that sufficiently establishes residency.

M. It is the responsibility of the Redeveloper to demonstrate compliance with this Workforce Policy, including, but not limited to, its Construction Contractor's good faith efforts to achieve the Minimum Construction Employment Goals. The Director, together with the TIFC Representative, shall monitor the Redeveloper's Construction Contractor's ongoing compliance with this Workforce Policy, shall assist the Construction Contractor in its good faith efforts to meet or exceed the Minimum Construction Employment Goals and otherwise comply with this Workforce Policy, and shall make periodic reports to the TIFC relative thereto.

IV. EQUAL EMPLOYMENT STANDARDS

A. The TIFC shall include an Equal Opportunity Clause in all Redevelopment Agreements and cause Construction Contractors to incorporate the same in all Construction Contracts. The Equal Opportunity clause shall require that all Redevelopers and Construction Contractors adhere to the equal opportunity requirements in the City's Code of Ordinances, Chapter 38, Article III, Section 38-132. The Equal Opportunity Clause shall include, at a minimum, the following provisions:

(1) The Redeveloper and/or Construction Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry, disability, sexual orientation, gender identity or age.

(2) The Redeveloper and/or Construction Contractor will take affirmative action to ensure that employees are treated fairly during employment without regard to their race, color, religion, sex, national origin or ancestry, disability, sexual orientation, gender identity or age. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(3) The Redeveloper and/or Construction Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the Equal Opportunity Clause.

B. The Redeveloper shall cause its Construction Contractors to include, in all solicitations or advertisements for employees placed by or on behalf of the Construction Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or ancestry, disability, sexual orientation, gender identity or age.

C. In the event of the Redeveloper's noncompliance with the Equal Employment Clause of the Redevelopment Agreement or with any of the said rules, regulations or orders, the Director shall bring a complaint before the TIFC and the Redevelopment Agreement may be canceled, terminated or suspended in whole or in part and the Redeveloper may be declared ineligible for further agreements with the TIFC for a period of one (1) year should the Redeveloper fail to agree to comply with the terms of any order arising from that proceeding.

V. GOOD FAITH EFFORTS TO ACHIEVE THE MINIMUM CONSTRUCTION EMPLOYMENT GOALS

A. Redeveloper shall be presumed conclusively to be in compliance with this Workforce Policy as it relates to good faith efforts to meet the Minimum Construction

Employment Goals if the Minimum Construction Employment Goals, as set forth in Section II., are achieved for each Construction Contractor.

B. Redeveloper shall be presumed conclusively to be in compliance with this Workforce Policy as it relates to good faith efforts to meet the Minimum Construction Employment Goals if, in the event the Minimum Construction Employment Goals have not been met, the Redeveloper shall have requested and received from the TIFC a Good Faith Waiver. The TIFC shall grant a Redeveloper's request for a Good Faith Waiver if the Redeveloper can demonstrate that good-faith efforts have been made to achieve the Minimum Construction Employment Goals. In determining whether a Redeveloper made or caused the Construction Contractor to make a good faith effort to achieve the Minimum Construction Employment Goals, the TIFC shall consider, at least in part, a recommendation from the Director, that the Redeveloper undertook the following actions:

For those Redevelopers that have entered into Construction Contracts with Construction Contractors that are not signatories to a collective bargaining agreement with organized labor, the Redeveloper shall cause the Construction Contractor to:

- (1) Request in writing the assistance of the TIFC Representative with respect to efforts to promote the utilization of Minorities and Women in the workforce of the Construction Contractor and acted upon the TIFC's recommendations; and
- (2) Advertise in Minority/Women's Trade Association Newsletter and/or minority owned media at least 15 calendar days prior to the utilization of any Construction Services for each Construction Contract seeking employees, appropriately describing the work available, 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
- (3) Maintain copies of each advertisement and a log identifying the publication and date of publication; and
- (4) Establish and maintain a current list of Resident, Minority and Women recruitment sources, providing written notifications to the recruitment sources of available employment opportunities, and maintained records of the notices submitted to the organizations and any responses thereto; and
- (5) Maintain a current file for the time period of the 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
- (6) Require by written contract all subcontractors to comply with this Section of the Workforce Policy; and

(7) Promote the retention of Minorities and Women in its Workforce, as determined by the Director and reported to the TIFC, with the goal of achieving sufficient annual hours for Minorities and Women to qualify for benefits and count toward the Employment Construction Goals.

For those Redevelopers that have entered into Construction Contracts with Construction Contractors that are signatories to collective bargaining agreements with organized labor, the Redeveloper shall cause the Construction Contractor to:

(8) Request in writing from each Labor Union representing crafts to be employed by the Construction Contractor that:

i. The Labor Union make efforts to promote the utilization of Residents, Minorities and Women in the Workforce; and

ii. The Labor Union identifies any Residents, Minorities and Women in its membership eligible for employment by the Construction Contractor.

(9) Collaborate 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.

(10) Maintain a current file with the name, address, and telephone number of each Resident, Minority and Woman 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.

(11) To the extent that the good-faith effort requirements set forth in this section are in conflict with the procedures implemented by the Construction Contractor in order to comply with a competitive bargaining agreement, the Construction Contractor shall substitute other procedures, as may be approved by the TIFC and Director in writing, in order to accomplish the purpose and intent of this section.

VI. REMEDIES

A. Prior to reimbursing a Redeveloper for any eligible Redevelopment Project Costs, the Director shall provide a written report to the TIFC that incorporates a finding as to whether such Redeveloper has complied and has caused its Construction Contractor(s) and their respective subcontractors to comply with Sections III, IV and V of this Workforce Policy. If the Director shall find, within its written report to the TIFC, that, after investigation, a Redeveloper has not caused the Construction Contractor and its subcontractors to comply with Sections III, IV and V, the TIFC shall, within ten (10) days after such finding, notify the Redeveloper in accordance with the Redevelopment Agreement.

B. After due notice is given to the Redeveloper, the TIFC shall hold a hearing and determine whether the Redeveloper has complied and has caused the Construction Contractor and its subcontractors to comply with this Workforce Policy and to determine the appropriate remedy, if the TIFC determines that the Redeveloper failed to comply and/or failed to cause the Construction Contractor and its subcontractors to comply with this Workforce Policy. Remedies for such failure may include canceling, terminating, or suspending, in whole or in part, the Redevelopment Agreement, withholding reimbursement of eligible Redevelopment Project Costs, imposing liquidated damages in the amount specified on Exhibit A, attached hereto, withholding the issuance of a Certificate of Completion and Compliance, requiring the Redeveloper and Construction Contractor to attend mandatory training and/or declaring the Construction Contractor ineligible for further Construction Contracts or participate as a subcontractor under any Construction Contract for a period of time up to six (6) months in furtherance of implementing tax increment financed projects. If the TIFC determines that the Redeveloper complied and has caused the Construction Contractor to comply with Sections III, IV and V of this Workforce Policy, then the TIFC shall grant a Good Faith Waiver to the Redeveloper.

VII. APPEALS –CONSTRUCTION WORKFORCE BOARD

A. The Workforce Ordinance established a Construction Workforce Board to hear appeals from Construction Contractors. Following a decision by the TIFC that a Redeveloper failed to exert good faith efforts to meet the Minimum Construction Goals and failed to cause a Construction Contractor to comply with Sections III, IV and V of this Workforce Policy, a Redeveloper may appeal the TIFC's decision to the Construction Workforce Board.

B. Appeals shall be made to the Construction Workforce Board by filing with the TIFC Representative and the Director within ten (10) working days after notice of the TIFC's determination, a written request for review by the Construction Workforce Board, stating the grounds of such appeal with specificity. The TIFC Representative shall promptly forward to the chairperson and members of the Construction Workforce Board a copy of any appeal.

C Failure to file a timely appeal in accordance with Section VII.B. shall constitute a waiver of the right of a Redeveloper to appeal the TIFC's determination and such person shall be estopped to deny the validity of any order, recommendation, determination or action taken by the TIFC which could have been timely appealed and shall have been deemed to have exhausted all administrative remedies under this Workforce Policy.

D. The Construction Workforce Board shall have authority to require that a party first make a written submission of its appeal prior to permitting a hearing and may summarily dispose of those appeals that it determines to be frivolous and without merit.

E. After receiving an appeal from the Redeveloper, the Construction Workforce Board, shall set a date upon which a hearing shall be held by the Construction Workforce

Board and shall notify all parties of the date thereof. The notice of hearing shall be served upon the parties at least ten (10) calendar days prior to the date of the hearing. A copy of the TIFC's determination shall be attached to each such notice. A hearing shall be set no later than twenty-one (21) calendar days after receipt of the request for appeal to the Construction Workforce Board.

F. The hearing shall be conducted under rules adopted by the Construction Workforce Board. The Construction Workforce Board may subpoena witnesses, compel their attendance, administer oaths, take the testimony of persons under oath, and require the production for examination any books, papers or other materials relating to any matter under investigation or in question before the Construction Workforce Board.

G. The Construction Workforce Board shall cause all proceedings before it to be either audio recorded or held before a certified court reporter.

H. The Construction Workforce Board shall have authority to affirm, modify or reverse the determination of the TIFC with respect to whether good-faith efforts were made to meet the Minimum Construction Employment Goals.

The determination of the Construction Workforce Board with respect to good-faith efforts, shall be a final determination and the TIFC and the Redeveloper shall agree, pursuant to the Redevelopment Agreement, that the decision of the Construction Workforce Board shall be binding upon the TIFC and the Redeveloper; provided, however, that the TIFC shall make the final determination as to the appropriate remedy under the Redevelopment Agreement.

The TIFC and the Redeveloper shall agree, pursuant to a Redevelopment Agreement that the decision of the Construction Workforce Board to affirm, modify or reverse the determination of the TIFC shall be binding upon the TIFC and the Redeveloper.

VIII. COMPLIANCE EXPENSE

To the extent the Redeveloper is in compliance with this Workforce Policy, the reasonable and necessary administrative expenses associated with determining compliance may be reimbursed as Redevelopment Project Costs.

IX. SEVERABILITY

If any section, subsection, clause, or provision of this Workforce Policy is deemed to be invalid or unenforceable in whole or in part, this Workforce Policy shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable subsection(s), clause(s), provision(s) or portion(s) thereof, and alter the balance of those same sections in order to render the same valid and enforceable.

X. EFFECTIVENESS; IMPLEMENTATION

Subject to Section X.B., the Chairman, Vice-Chairman and Secretary are authorized and directed to undertake any activities, including signing any documents, certificates or other instruments, necessary to carry out and implement the Workforce Policy.

HUMAN RELATIONS DEPARTMENT ACKNOWLEDGEMENT AND APPROVAL

The Director of the Human Relations Department of the City of Kansas City, Missouri (the "City"), pursuant to Chapter 38, Article II, has reviewed this Workforce Policy and hereby determines that it is consistent with the City's Workforce Ordinance and the City Construction Employment Program.

Director, Human Relations Department

Exhibit A to Workforce Policy

Calculation of Liquidated Damages

Because the amount of harm caused by the Redeveloper not complying with the Workforce Policy is uncertain, if not impossible, to determine, the Redeveloper agrees to pay to the TIFC liquidated damages in an amount not to exceed the fees and expenses incurred by the TIFC in investigating and determining that the Redeveloper has not complied with the Workforce Policy; plus an amount equal to the percentage of the total amount of dollars paid by the Construction Contractor for Labor Hours worked in connection with all construction projects in the Kansas City Metropolitan Statistical Area, plus an amount equal to the percentage of the total amount of dollars paid by the Construction Contractor and by its subcontractors for Labor Hours worked in connection with the construction projects related to each Construction Contract that is subject to the Redevelopment Agreement, in each case, that would have otherwise been paid to Minorities and Women had Minimum Construction Employment Goals set forth in the Workforce Policy been attained. Notwithstanding anything to the contrary, the liquidated damages shall not be a reimbursable Redevelopment Project Cost. To illustrate the application of this liquidated damages provision, please refer the example below:

Example

1. Pursuant to the implementation of a tax increment financing plan, a Redeveloper enters into a Construction Contract with a Construction Contractor and the Construction Contractor, in turn, enters into a contract with a subcontractor to perform certain work contemplated by the Construction Contract and in furtherance of a Redevelopment Agreement and tax increment financing plan.
2. The Construction Contractor employs minorities at a rate of 2% for all construction projects within the Kansas City Metropolitan Statistical Area and, together with its subcontractor, employs minorities at a rate of 5% for the construction projects related to the Construction Contract.
3. The Minimum Construction Employment Goal for Minorities that is to be attained by the Construction Contractor and its subcontractors in connection with construction projects related to the Construction Contract is 10% and the Minimum Construction Employment Goal for Minorities that is to be attained by the Construction Contractor in connection with all projects performed by the Construction Contractor in the Kansas City Metropolitan Statistical Area is also 10%. The TIFC finds that the Redeveloper failed to cause the Construction Contractor and its subcontractors to comply with the Workforce Policy.
 - A. The payroll records of the Construction Contractor reflect that the amount paid to employees for each percentage of total Labor Hours worked on behalf of the Construction Contractor within the Kansas City Metropolitan Statistical Area during the construction period of the Construction Contract equals \$20,000. Thus, had the Construction Contractor increased the number of Labor Hours worked by Minorities on all construction projects within the Kansas City Metropolitan Statistical Area by 8%, the

Construction Contractor would have paid Minorities an additional \$160,000 for such work performed in connection with the construction projects.

B. The payroll records of the Construction Contractor and its subcontractors for construction projects that relate to the Construction Contract reflect that the amount paid to employees for each percentage of total Labor Hours worked on behalf of the Construction Contractor and its subcontractors equals \$10,000. Thus, had the Construction Contractor and its subcontractors increased the number of Labor Hours worked by Minorities on the construction projects that relate to the Construction Contract by 5%, the Construction Contractor and its subcontractors would have paid Minorities an additional \$50,000 for such work performed in connection with the Construction Contract.

4. Pursuant to the liquidated damages provision of the Workforce Policy, the Redeveloper shall be obligated to pay to the TIFC liquidated damages in an amount up to \$10,000 (the cost associated with TIFC in investigating and determining that the Redeveloper has not complied with the Workforce Policy); plus \$160,000 (the amount the Construction Contractor would have paid to Minorities for all construction projects within the Kansas City Metropolitan Statistical Area, had the Minimum Construction Employment Goal been attained); plus \$50,000 (the amount the Construction Contractor and its subcontractors would have paid to Minorities for the construction projects related to the Construction Contract, had the Minimum Construction Employment Goal been attained) for an aggregate amount of \$220,000 in liquidated damages.