BOARD OF ALDERMEN
Regular Meeting Agenda
CITY OF PARKVILLE, MISSOURI
Tuesday, February 2, 2021 7:00 PM
City Hall Board Room

In light of public health orders from Platte County related to the COVID-19 pandemic, and given the nature of the items to be considered at this particular meeting, the members of the Board of Aldermen will meet via telephone or video conference. Members of the public interested in this meeting are encouraged to join the meeting via the following - https://us02web.zoom.us/j/82205709127?pwd=S3AvcmdEZTNoSjZha25pL0ZvNW9jUT09 or call (312) 626-6799 , Webinar ID: 822 0570 9127, Passcode: 822 0570 9127 - rather than appear at City Hall (note: occupancy will be limited).

In addition, rather than appearing at City Hall to provide input at the meeting on action agenda items, members of the public may submit written testimony to the City Clerk in advance by noon on the day of the meeting and the testimony will be to be provided to the Mayor and Board of Aldermen and presented at the meeting and made part of the official record.

Next numbers: Bill No. 3110 / Ord. No. 3061

1. CALL TO ORDER

A. Roll Call

B. Pledge of Allegiance

2. CITIZEN INPUT

3. CONSENT AGENDA

A. Approve the minutes for the January 19, 2021, regular meeting

B. Approve the minutes for the January 19, 2021, work session

C. Receive and file the December 2020 sewer report

D. Approve accounts payable from January 16 to January 29, 2021

Please Note: All matters listed under "Consent Agenda" are considered to be routine by the Board of Aldermen and will be enacted upon under one motion without discussion. Any member of the Board of Aldermen may be allowed to request an item be pulled from the Consent Agenda for consideration under the regular agenda if debate and a separate motion are desired. Any member of the Board of Aldermen may be allowed to question or comment on an item on the Consent Agenda without a separate motion under the regular agenda. Items not removed from the Consent Agenda will stand approved upon motion made by any alderman, followed by a second and a voice vote to "Approve the consent agenda and recommended motions for each item as presented."

4. ACTION AGENDA

A. Approve the first reading of an ordinance to amend Ordinance No. 3017 to amend the 2020 Operating Budget and fund transfers and the 2020-2025 Capital Improvement Program (Administration)

B. Approve the second reading of an ordinance to approve the first amendment to the tax increment financing agreement with CBC Parkville LLC for Redevelopment Project Area 2 of the Parkville Market Place Tax Increment Financing Redevelopment Plan (Community Development)

C. Receive and file the 2020 Sanitary Sewer Manhole Report (Public Works)

D. Receive and file the 2020 Sanitary Sewer CCTV Report (Public Works)

E. Approve Resolution No. 21-002 to approve and endorse an application to the Platte County Commission for funding under the Parks and Recreation Partnership Grant Program to fund the community recreation fields in Platte Landing Park (Public Works)

5. STAFF UPDATES ON ACTIVITIES

A. Administration

1. City Hall Closed February 15 - President's Day

B. Public Works

1. NPDES Phase II Permit - Public Hearing Notice

6. MAYOR, BOARD OF ALDERMEN & COMMITTEE REPORTS & MISCELLANEOUS ITEMS

7. ADJOURN

General Agenda Notes:
The agenda closed at noon on January 28, 2021. With the exception of emergencies or other urgent matters, any item requested after the agenda was closed will be placed on the next Board meeting agenda. The deadline to submit your name for Citizen Input is noon on February 2, 2021.

1. CALL TO ORDER

A regular meeting of the Board of Aldermen was convened at 7:04 p.m. on January 19, 2021 and was called to order by Mayor Nanette K. Johnston. City Clerk Melissa McChesney called the roll as follows:

Present:
Ward 1 Alderman Tina Welch
Ward 2 Alderman Dave Rittman
Ward 2 Alderman Brian T. Whitley
Ward 3 Alderman Robert Lock
Ward 3 Alderman Douglas Wylie
Ward 4 Alderman Marc Sportsman
Ward 4 Alderman Greg Plumb
Ward 1 Alderman Philip Wassmer *(joined meeting at 7:06 p.m.)*

Absent:
None

A quorum of the Board of Aldermen was present via videoconferencing.

The following staff was also present via videoconference:
Joe Parente, City Administrator
Kevin Chrisman, Police Chief
Alysen Abel, Public Works Director
Stephen Lachky, Community Development Director
Matthew Chapman, Finance/Human Resources Director
Anna Mitchell, Assistant to the City Administrator
Chris Ashley, Public Works Project Manager
Chris Williams, City Attorney

Mayor Johnston led the Board in the Pledge of Allegiance to the Flag of the United States of America.

2. CITIZEN INPUT

A. **Recognize James Heckman for his Eagle Scout project at the Parkville Nature Sanctuary**

Parkville Nature Sanctuary Director Kristen Bontrager introduced James Heckman from Boy Scout Troop 1393 who completed his Eagle Scout project at the sanctuary. presentation Exhibit A.

3. CONSENT AGENDA

A. Approve the minutes for the January 5, 2021, regular meeting

B. Receive and file the December 2020 Municipal Court report

C. Receive and file the financial report for the month ending December 31, 2020

D. Receive and file the crime statistics for January through November 2020

E. Approve a purchase order with FTC Equipment for a mixer at the wastewater treatment plant

F. Approve accounts payable from January 2 to January 15, 2021

ACTION: IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN RITTMAN TO **APPROVE THE CONSENT AGENDA AND RECOMMENDED MOTIONS, AS PRESENTED.**

RESULT: MOTION PASSED 8-0.

4. ACTION AGENDA

A. **Approve Resolution No. 21-001 to authorize the offering for sale of a series of Certificates of Participation, Series 2021A, to finance and refinance certain projects and prescribing matters related thereto for the Route 9 improvements**

City Administrator Joe Parente provided an overview of the Route 9 Corridor Study and the first segments that included public improvements from Highway 45 to Lakeview Drive. The 9 Highway Corridor Community Improvement District was created to generate revenue to pay for project costs not covered by the grants received. He said a second round of financing was needed for the construction and the first round of debt would be rolled into the new financing.

Tom Kaleko, Baker Tilly, stated that the sale would be competitive, similar to the refinancing for Meadows at Creekside, and would be in line with the final costs after bids for the construction were received. He said that as long as the bid met the parameters the mayor or city administrator would be authorized to complete the transaction. Both rounds of financing would be rolled into a single obligation in order to continue to use the security needed. The estimated borrowing amount was $2,175,000.

ACTION: IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN RITTMAN TO **APPROVE RESOLUTION NO. 21-001 AUTHORIZING THE OFFERING FOR SALE OF A SERIES OF CERTIFICATES OF PARTICIPATION, SERIES 2021A TO FINANCE AND REFINANCE CERTAIN PROJECTS AND PRESCRIBING MATTERS RELATED THERETO FOR ROUTE 9 IMPROVEMENTS.**

RESULT: MOTION PASSED 8-0.

B. **Approve the first reading of an ordinance to approve the first amendment to the tax increment financing agreement with CBC Parkville LLC for Redevelopment Project Area 2 of the Parkville Market Place Tax Increment Financing Redevelopment Plan**

Community Development Director Stephen Lachky stated that the proposed amendment was to the redevelopment agreement approved in January 2017 that extended the Parkville Market Place Tax Increment Financing project area to include APEX Plaza. Because there were still two incomplete pad sites, the amendment would extend the deadline for private project improvements to the fourth quarter or 2023. If the amendment was not approved it would hinder the developer's ability to use the TIF funds to cover the additional costs that would have been covered by reimbursable expenses.

John Davis, Foresight Real Estate Services, said that the developer did not complete all of the infrastructure improvements in the original agreement because of the challenging market and the inability to find businesses for the incomplete sites. He noted that he was optimistic that with the extension they would be able to find the right tenants for the sites.

ACTION: IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN RITTMAN TO **APPROVE BILL NO. 3112, AN ORDINANCE APPROVING THE FIRST AMENDMENT TO THE TAX INCREMENT FINANCING AGREEMENT WITH CBC PARKVILLE LLC FOR REDEVELOPMENT PROJECT AREA 2 OF THE PARKVILLE MARKET PLACE TAX INCREMENT FINANCING REDEVELOPMENT PLAN**, ON FIRST READING AND POSTPONE THE SECOND READING TO FEBRUARY 2, 2021.

RESULT: MOTION PASSED 5-3.

AYES: PHILIP WASSMER, DAVE RITTMAN, ROBERT LOCK, MARC SPORTSMAN, GREG PLUMB

NOES: TINA WELCH, BRIAN T. WHITLEY, DOUGLAS WYLIE

ABSTAIN: NONE

C. **Hold a public hearing and adopt an ordinance to approve the third amendment to the Downtown Parkville Redevelopment Plan to approve the 115 N. Main Street Redevelopment Project as Redevelopment Project 5 pursuant to RSMo Chapter 353 and to authorize tax abatement as described therein - Case No. URC20-04; Parkville Holdings, LLC, applicant**

Community Development Director Stephen Lachky provided an overview of the Downtown Parkville Redevelopment Plan, noting that the Board of Aldermen previously approved four projects. The fifth project would include rehabilitation of 115 N. Main Street which qualified for Level B incentives at 90 percent for up to 12 years; improvement costs were estimated at $174,500. The tax impact analysis showed a net benefit to the taxing districts of $31,632.

The Downtown Parkville Redevelopment Corporation (DPRC) met on December 31, 2020, to review the proposal and recommended approval. Staff requested that both readings be held at the same meeting because the tenants wanted to be in the building by March 1 and an ordinance was required before construction could occur or for the costs to be counted. Lachky noted that it was the first redevelopment project outside of the mayor's COVID-19 order. Per state statute, notice of the public hearing was provided to each of the taxing districts affected.

Mayor Johnston opened the public hearing. Elaine Kellerman, 5243 NW Bluff Circle, spoke in opposition of the project; comments attached as Exhibit B.

Patricia Jensen, representing Parkville Holdings, LLC, summarized the positive impacts of the projects to downtown. Mayor Johnston requested that they submit future applications in a more timely manner in order to have each reading at a different meeting.

Discussion focused on the positive benefit on Park University students, the improvements made to the blighted properties, bringing commerce and traffic to downtown, the alley behind the building and similar plans adopted by other cities.

Lachky responded to some of the public comments made, specifically that the affected taxing districts had received notice of the public hearing per state statute and that when a member of the DPRC submitted a project they recused themselves from the vote for that project. The request was presented to the Planning and Zoning Commission, comprised of Parkville residents, in December regarding aesthetics of the improvements and the applicant made revisions based on feedback from the Commission.

Mayor Johnston closed the public hearing.

ACTION: IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN RITTMAN TO **APPROVE BILL NO. 3111, AN ORDINANCE APPROVING THE THIRD AMENDMENT TO THE DOWNTOWN PARKVILLE REDEVELOPMENT PLAN TO APPROVE THE 115 N. MAIN STREET REDEVELOPMENT PROJECT AS REDEVELOPMENT PROJECT 5 AND TO AUTHORIZE TAX ABATEMENT AS DESCRIBED THEREIN**, ON FIRST READING.

RESULT: MOTION PASSED 8-0.

ACTION: IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN RITTMAN TO **APPROVE BILL NO. 3111, AN ORDINANCE APPROVING THE THIRD AMENDMENT TO THE DOWNTOWN PARKVILLE REDEVELOPMENT PLAN TO APPROVE THE 115 N. MAIN STREET REDEVELOPMENT PROJECT AS REDEVELOPMENT PROJECT 5 AND TO AUTHORIZE TAX ABATEMENT AS DESCRIBED THEREIN**, ON SECOND READING TO BECOME ORDINANCE NO. 3060.

RESULT: MOTION PASSED 8-0.

AYES: TINA WELCH, PHILIP WASSMER, DAVE RITTMAN, BRIAN T. WHITLEY, ROBERT LOCK, DOUGLAS WYLIE, MARC SPORTSMAN, GREG PLUMB

NOES: NONE

ABSTAIN: NONE

D. **Approve a purchase order with Brenntag for Robin 4000 odor control chemicals for the sanitary sewer lines in the Riss Lake subdivision**

Public Works Director Alysen Abel introduced Bob Kerbs who was the new wastewater treatment plant manager with Alliance Water Resources.

Abel stated that the Riss Lake subdivision was served by forcemain sewers because of the terrain and met the gravity-fed system. A chemical solution was needed to reduce odors and the tank held approximately 4,000 gallons. Because it was early in the year, it would possible that the tank would need to be filled three times in 2021.

ACTION: IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN RITTMAN TO **APPROVE A PURCHASE ORDER**

WITH BRENNTAG FOR ROBIN 4000 ODOR CONTROL SOLUTION AT THE RATE OF $2.47 PER GALLON FOR A TOTAL AMOUNT OF $29,000.

RESULT: MOTION PASSED 8-0.

5. STAFF UPDATES ON ACTIVITIES

A. **Police Department**

1. **Park University Deer Hunt Update**

Police Chief Kevin Chrisman provided an update on the final numbers for the Park University archery hunt, noting that a total of 10 deer were taken.

2. **Shop with a Cop Update**

Police Chief Kevin Chrisman provided an update on Shop with a Cop, noting that the 2020 event was modified due to COVID-19. A total of 21 kids were helped and he himself adopted two families. The program was designed to help people in need in and around the community which was funded by donations to the Police Community Assistance Fund. Chrisman thanked the donors, City staff, Wal-Mart and the community for their support.

B. **Public Works**

1. **Pocket Park Update**

Public Works Director Alysen Abel provided an update to the improvements at Pocket Park; presentation attached as Exhibit C. She stated that two different projects were happening simultaneously, including planning of the improvements outlined in the Pocket Park Master Plan and the safety improvements that needed to be addressed immediately.

As an interim fix, handrails would be installed along the south stairs until the stairs could be reconstructed. Short-term improvements would include relocating the Grigsby Statute, reconstructing the south stairs, installing temporary barriers or planters at the front of the park and replacing the decking on the second level. Long-term improvements would include the safety improvements at the front of the park (bollards and Americans with Disabilities ramps for the crosswalk) and replacement of the decking.

Abel noted that each improvements was within the city administrator's approval authority. The consensus of the Board was to install temporary planters at the front of the park instead of temporary jersey barriers.

Community Development

Community Development Director Stephen Lachky provided an update on the medical marijuana facilities approved in Parkville by Missouri, one in the Crestridge Shopping Center and one next to the post office, noting that he did not believe the applicant for the downtown location had plans to move forward with the dispensary.

6. MAYOR, BOARD OF ALDERMEN & COMMITTEE REPORTS & MISCELLANEOUS ITEMS

Alderman Whitley noted that some Riss Lake sewer customers received their January bill just before the due date and City Administrator Joe Parente said he would work with staff to find out the issue and provide information to the Board.

7. ADJOURN

Mayor Johnston declared the meeting adjourned at 9:03 p.m.

The minutes for January 19, 2021, having been read and considered by the Board of Aldermen, and having been found to be correct as written, were approved on this the 2nd day of February 2021.

Submitted by:

____
City Clerk Melissa McChesney

1. GENERAL AGENDA

Mayor Nanette K. Johnston opened the work session at 5:34 p.m. on January 19, 2021, at City Hall, 8880 Clark Avenue, Parkville. In attendance were aldermen Tina Welch, Philip Wassmer, Dave Rittman, Brian T. Whitley, Douglas Wylie, Marc Sportsman, Greg Plumb and Robert Lock.

The following staff was also present via videoconference:
Joe Parente, City Administrator
Kevin Chrisman, Police Chief
Alysen Abel, Public Works Director
Stephen Lachky, Community Development Director
Matthew Chapman, Finance/Human Resources Director
Anna Mitchell, Assistant to the City Administrator
Chris Ashley, Public Works Project Manager
Chris Williams, City Attorney

A. Discuss proposed Platte Landing Park community recreation fields

Public Works Director Alysen Abel provided an overview of the proposed community recreation fields in Platte Landing Park; presentation attached as Exhibit A. She provided background on the Parks Master Plan adopted in 2016 and Proposition P that was approved by voters in April 2019, both of which addressed plans for the fields. The City engaged McClure to be the engineer for the project.

Greg Pfau, McClure, provided an overview of the process for the design concept, noting that they reviewed design options with the Community Land and Recreation Board (CLARB). The goals of the proposed design were to maximize the use of parks sales tax funds available, to provide the most diversity possible, to be flexible for future expansion and to be resilient to flooding to protect and ensure the fields could be repaired at minimal cost. He said that the small space would provide the opportunity for growth for future phases if needed.

Abel said that the next step was to submit an application for a Platte County Parks Partnership Grant to request county park sales tax money for additional funding to construct the fields. A resolution of support would be presented to the Board of Aldermen on February 2. Following submission of the grant application, staff would prepare a request for qualifications for design-build services which would address parking, traffic, flood mitigation and lighting.

The following spoke in favor of the community recreation fields: Gene Gentrup, i9 Sports; Kelly Putnam, Main Street Parkville Association; Michelle Flamm, CLARB member; Brian Mertz, Creekside Baseball Park and downtown property owner; and Neil Davidson, CLARB Chair. David Dods, 5308 Bluffs Way, was supportive of the practice fields, but not lighting.

The following spoke in opposition: Harvey Greer, 5248 NW Bluff Circle; Elaine Kellerman, 5243 NW Bluff Circle (comments attached as Exhibit B); Sheryl Biermann, 5310 Bluffs Way; Katherine Henricksen, 5208 NW Bluff Lane; Jim Sfetko, 5301 Bluffs Drive; and Rob Wright; 5249 NW Bluff Circle.

Discussion focused on alternate entrances from the west to assist with traffic flow, Phase 2 playground placement, the placement of the backstops for the baseball fields and concerns with lighting around the wetlands. Pfau noted that the backstops were designed around the outside of the fields to provide flexibility to use the outfields for the multipurpose fields.

2. ADJOURN

The work session ended at 6:58 p.m.

The work session minutes for January 19, 2021, having been read and considered by the Board of Aldermen, and having been found to be correct as written, were approved on this the 2nd day of February 2021.

Submitted by:

____
City Clerk Melissa McChesney

OUR MISSION

We partner with communities to deliver the finest water and wastewater services available at a competitive price. We are committed to keeping water safe and clean while serving people and taking care of communities with improved technical operations, careful management and financial oversight, and ensured regulatory compliance.

Alliance Water Resources, Inc.

**206 S. Keene St.
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65201**

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OPERATIONS REPORT – PARKVILLE DIVISION

December 2020

Wastewater Treatment Plant Operations

- 0.36 inches of precipitation fell during the month.
- The plant performed well this month with 98.1% removal efficiency for BOD and 97.3% for TSS.
- An average of 403,967 gallons of wastewater was treated daily.

Wastewater Laboratory Analysis

- Staff performed 329 recorded lab tests.
- The following samples were delivered to Keystone Labs for analysis: NH_3-N (5).
- Monthly and daily laboratory equipment maintenance and calibrations were performed according to manufacturer's guidelines.
- Staff performed QA/QC (Quality Assurance and Quality Control) on the laboratory analysis performed at the WWTF.

Wastewater Treatment Plant Maintenance

- Staff cleaned east and west clarifiers.
- LDO basins probes 1a, 1b, 2a, and 2b were cleaned.
- Routine preventative maintenance was performed in accordance with all manufacturers' recommendations and logged on the computer.

Collection System Operations

- Robin 4000 odor control chemical continues to be fed from the Riss Lake site at approximately 25 gallons per day.
- Staff continues to monitor for H_2S at manhole B-16 on a weekly basis.
- Staff continues to monitor the pressure gauge on the force main at River Chase subdivision three times per week.

OPERATIONS REPORT – PARKVILLE DIVISION

Collection System Maintenance

- Staff performed normal maintenance monitoring with no major issues.

Bio-solids

- No bio-solids were land applied.

Safety

- December 2020 Safety Meeting: Hazardous Communications Safety.

Recommendations

- Nothing at this time.

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OPERATIONS REPORT – PARKVILLE DIVISION

Loading

Hydraulic	403,967 gallons per day
Organic	216.9 mg/L of BOD_5 per day (730.75 lbs of BOD_5 per day)

NPDES Effluent Permit Parameters

Parameter	Monthly Average	Permit Limit
pH	6.52 Min. and 7.15 Max	6.5 - 9.0
TSS	2.32 mg/L	30 mg/L
BOD_5	3.86 mg/L	25 mg/L
NH_3-N	< 0.1 mg/L	1.7 mg/L
E. coli Coliform	NA	206 #/100mL
O & G	NA	10.0 mg/L (quarterly)
T. Phosphorus	NA	Monitoring Only (quarterly)
T. Nitrogen	NA	Monitoring Only (quarterly)
SM1 T. Phosphorus	NA	Monitoring Only (quarterly)
SM1 T. Nitrogen	NA	Monitoring Only (quarterly)

Removal Efficiency

Parameter	Monthly Average	Permit Limit
Organic	98.1%	85 %
Solids	97.3 %	85 %

Biosolids

	Report Period	Year to Date
Quantity Applied	0.0 dry tons	41.9 dry tons
Acres Applied	0.0 acres	26.6 acres

ITEM 3.D.
For 2/2/2021
Board of Aldermen Meeting

CITY OF PARKVILLE
Policy Report

Date: January 25, 2021

Prepared By:	Reviewed By:
Anna Mitchell, Assistant to the City Administrator	Matthew Chapman, Finance/HR Director

ISSUE:
Approve accounts payable from January 16 to January 29, 2021

BACKGROUND:
Attached are the statements of approved payments, per the City's Purchasing Policy, for the period from January 16 to 29, 2021. All disbursements must be reviewed and approved by the Board of Aldermen prior to the release of City funds.

The information under budget impact and suggested motion will be completed and an updated policy report and accounts payable report will be distributed prior to the meeting.

BUDGET IMPACT:

Accounts Payable	$143,446.01
Insurance Payments	$98,148.14
1st of the Month	
EFT Payments	
Processing Fees	
Payroll	$68,388.07
TOTAL	$309,982.22

ALTERNATIVES:
1. Approve the release of funds.
2. Deny the release of funds and provide further direction to City Administration.
3. Deny any portion of the release of funds and provide further direction to City Administration.

FINANCE COMMITTEE RECOMMENDATION:
The item was not presented to the Finance Committee, but is being taken directly to the Board of Aldermen for consideration.

STAFF RECOMMENDATION:
Staff recommends the release of funds as summarized in the attached statements.

POLICY:
All disbursements must be reviewed and approved by the Board of Aldermen prior to the release of

City funds.

SUGGESTED MOTION:
I move to appropriate $309,982.22 of City funds to pay salaries and accounts.

ATTACHMENTS:
1. AP Report

PACKET: 07155 Regular Payments - Feb 2
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
02053	ABC Tire LLC							
	I-63747	Tires	R	2/02/2021		88.00CR	042214	88.00
02018	Ace ImageWear							
	I-1044714	Shop towels	R	2/02/2021		22.58CR	042215	
	I-1046681	Maint shop items	R	2/02/2021		65.14CR	042215	87.72
00483	ADH Rental & Sales							
	I-137609	Pickleball light trenching	R	2/02/2021		374.00CR	042216	374.00
00489	American Equipment Co.							
	I-66731	Trash Container	R	2/02/2021		494.50CR	042217	494.50
02913	American Lawn & Fence LLC							
	I-1666	Pocket Park Railing	R	2/02/2021		4,000.00CR	042218	4,000.00
02870	Baty Otto Coronado PC							
	I-498810	Legal Services	R	2/02/2021		18,406.50CR	042219	18,406.50
01951	Brenntag Mid-South, Inc							
	I-BMS770110	Riss Lake Odor Control	R	2/02/2021		9,440.29CR	042220	9,440.29
00012	Carquest Auto Parts Store							
	I-Dec 31 2020	Carquest Auto Parts Store	R	2/02/2021		705.78CR	042221	705.78
02906	Central Salt							
	I-344909	Salt	R	2/02/2021		1,804.62CR	042222	
	I-34907	Salt	R	2/02/2021		1,764.14CR	042222	3,568.76
02531	City Wide Maintenance							
	I-32001011727	February Janitorial	R	2/02/2021		450.00CR	042223	450.00
02832	Confluence, Inc.							
	I-20149-2	Master Plan	R	2/02/2021		772.50CR	042224	772.50
02782	Cramer Marketing							
	I-36074	W-2, 1099 forms	R	2/02/2021		111.77CR	042225	111.77
00977	Curious Eye Productions							
	I-068-020	Board Room Install/Equip	R	2/02/2021		7,508.73CR	042226	
	I-072-020	December Services	R	2/02/2021		850.00CR	042226	8,358.73

PACKET: 07155 Regular Payments - Feb 2
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
01990	Dale Brothers, Inc.							
	I-21844	Salt and Sand	R	2/02/2021		1,904.30CR	042227	
	I-21845	Salt and Sand	R	2/02/2021		1,820.90CR	042227	3,725.20
00156	Dave's Foreign Car Repair LLC							
	I-0143337	Oil Change V604 PD	R	2/02/2021		45.00CR	042228	
	I-0143374	Oil Change Chiefs Car PD	R	2/02/2021		45.00CR	042228	90.00
01016	FTC Equipment							
	I-14293	FFHwy Pump Station Repair	R	2/02/2021		639.14CR	042229	639.14
01421	Full Nelson Plumbing, Inc							
	I-13569899	ELP Restroom sewer back up	R	2/02/2021		486.50CR	042230	486.50
00051	Galls, Inc.							
	I-017426240	Traffic wands	R	2/02/2021		70.32CR	042231	70.32
00052	Glen & Jim's Complete Auto							
	I-157451	PW Inspector Truck repair	R	2/02/2021		320.30CR	042232	320.30
00055	H&H Septic Service, Inc.							
	I-49274P	8520 NW Lakeview Dr Repair	R	2/02/2021		2,175.00CR	042233	
	I-49311	Price Chooper Sewer Main	R	2/02/2021		900.00CR	042233	3,075.00
02886	Hallowell Paint							
	I-0490	CH Painting - Final Payment	R	2/02/2021		2,789.20CR	042234	2,789.20
00501	Hinckley Springs							
	I-210193054010	Drinking water maint shop	R	2/02/2021		22.47CR	042235	22.47
02253	InfoDeli							
	I-085	Feb 2021 Website Hosting	R	2/02/2021		35.00CR	042236	35.00
02810	McClure Engineering Co.							
	I-130225	Pickleball Court Design	R	2/02/2021		3,000.00CR	042237	3,000.00
00942	McKeever's Price Chopper							
	I-Dec 31 2020	McKeever's Price Chopper	R	2/02/2021		386.42CR	042238	386.42
00950	Midwest Mobile Radio Service, Inc.							
	I-105000218	Radios PD	R	2/02/2021		335.00CR	042239	335.00

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
02207	Mission Communications, LLC							
	I-1048068	Sewer Monitoring Service	R	2/02/2021		2,923.80CR	042240	2,923.80
00159	Missouri American Water							
	I-Feb 10 2021	Missouri American Water	R	2/02/2021		130.56CR	042241	130.56
02789	Missouri American Water							
	I-Feb 5 2021	Missouri American Water	R	2/02/2021		172.35CR	042242	172.35
00363	MO Dept Natural Resources							
	I-34602105254	MS4- Annual Stormwater Fee	R	2/02/2021		250.00CR	042243	250.00
02135	Occupational Health Centers of the Southwest, PC							
	I-1012867429	Drug Screen PT	R	2/02/2021		67.00CR	042244	67.00
01701	Platte County Citizen							
	I-41401	PH Wireless Comm Facilities	R	2/02/2021		25.50CR	042245	
	I-41422	PH Notice Subdivision Platting	R	2/02/2021		25.50CR	042245	51.00
00218	Platte County Sheriff's D							
	I-MOWIN 2021	Annual cont to Drug task force	R	2/02/2021		100.00CR	042246	100.00
02591	ProServ							
	I-222157	Small Admin Copier Dec-Jan	R	2/02/2021		7.23CR	042247	7.23
01982	Rejis Commission							
	I-453604	Jan 2021 REJIS bill PD	R	2/02/2021		105.38CR	042248	105.38
02914	Roofing Solutions, Inc.							
	I-20-15710	FM Roof inspection report	R	2/02/2021		1,250.00CR	042249	1,250.00
02635	Shockey Consulting Services							
	I-69003.06	Communication Services	R	2/02/2021		1,415.00CR	042250	1,415.00
00154	T-Ray Specialties Inc.							
	I-40643	Trash bas/ wipes	R	2/02/2021		104.37CR	042251	104.37
02560	Terry Snelling Construction, Inc.							
	I-#2 1/28/2021	Pinecrest Emerg Curb Repair	R	2/02/2021		13,954.29CR	042252	13,954.29
01538	The Victor L. Phillips, Co.							
	I-PS0036792-1	Oil and FIlter Backhoe	R	2/02/2021		111.21CR	042253	111.21

PACKET: 07155 Regular Payments - Feb 2
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
01273	TREKK Design Group, Inc							
	I-20-001458	2020 CCTV Program	R	2/02/2021		308.85CR	042254	308.85
02409	UniFirst Corporation							
	I-2660646529	Mat cleaning/rental	R	2/02/2021		122.60CR	042255	122.60
00153	Westlake Ace Hardware							
	I-2468574	Westlake Ace Hardware	R	2/02/2021		100.97CR	042256	100.97

PACKET: 07155 Regular Payments - Feb 2
VENDOR SET: 01
*** DRAFT/OTHER LISTING ***
BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
02140	Commerce Bank - Commercial Cards							
	I-Jan 18 - 2020	Commerce Bank - Commercial Car	D	2/02/2021		8,550.68CR	000714	
	I-Jan 18 - 2021	Commerce Bank - Commercial Car	D	2/02/2021		2,442.48CR	000714	10,993.16
01850	Fleet Services - General Account							
	I-69339644	Fuel for Sewer Truck	D	2/02/2021		29.85CR	000715	29.85
02335	KCMO City Treasurer							
	I-4Q Earnings Tax	KCMO City Treasurer	D	2/02/2021		1,992.88CR	000716	1,992.88
01614	KCPL / EVERGY							
	I-17593256769690	KCPL / EVERGY	D	2/02/2021		22,067.18CR	000717	22,067.18
02522	Wex Bank PO BOX 6293							
	I-69641321-2020	Wex Bank PO BOX 6293	D	2/02/2021		1,097.85CR	000718	
	I-69641321-2021	Wex Bank PO BOX 6293	D	2/02/2021		1,079.66CR	000718	2,177.51

** TOTALS **	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	43	0.00	83,007.71	83,007.71
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	5	0.00	37,260.58	37,260.58
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	48	0.00	120,268.29	120,268.29

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 07155 Regular Payments - Feb 2

VENDOR SET: 01 *** DRAFT/OTHER LISTING ***

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
10	2/2021	41,583.37CR
30	2/2021	17,274.81CR
40	2/2021	46,036.26CR
41	2/2021	8,624.00CR
84	2/2021	6,711.85CR
95	2/2021	38.00CR
ALL		120,268.29CR

PACKET: 07153 Federal Withholdings - 1/29/21

VENDOR SET: 01 *** DRAFT/OTHER LISTING ***

BANK : PY Pooled Cash PY Related AP

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
00044	Park Bank							
	I-T1 202101284328	Federal Withholding	D	1/29/2021		9,015.74CR	000709	
	I-T3 202101284328	FICA W/H	D	1/29/2021		11,477.72CR	000709	
	I-T4 202101284328	Medicare W/H	D	1/29/2021		2,684.26CR	000709	23,177.72

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	0.00	23,177.72	23,177.72
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	23,177.72	23,177.72

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 07153 Federal Withholdings - 1/29/21

VENDOR SET: 01 *** DRAFT/OTHER LISTING ***

BANK : PY Pooled Cash PY Related AP

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
10	1/2021	22,923.17CR
30	1/2021	254.55CR
ALL		23,177.72CR

PACKET: 07154 EOM Benefits - January

VENDOR SET: 01 **** CHECK LISTING ****

BANK : PY Pooled Cash PY Related AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00005	AFLAC							
	I-AFP202012314326	AFLAC PRETAX	R	1/28/2021		29.80CR	042208	
	I-AFP202101144327	AFLAC PRETAX	R	1/28/2021		29.80CR	042208	59.60
00137	Kansas City Life Insuranc							
	I-ADD202012314326	ADD on KC Life Bill	R	1/28/2021		12.65CR	042209	
	I-ADD202101144327	ADD on KC Life Bill	R	1/28/2021		12.65CR	042209	
	I-LIF202012314326	BC/BS Life Insurance	R	1/28/2021		225.03CR	042209	
	I-LIF202101144327	BC/BS Life Insurance	R	1/28/2021		225.03CR	042209	
	I-LTD202012314326	Long Term Disability	R	1/28/2021		175.66CR	042209	
	I-LTD202101144327	Long Term Disability	R	1/28/2021		175.66CR	042209	826.68
01807	City of Parkville/Flex Plan							
	I-FLX202012314326	Flex Plan	R	1/28/2021		952.47CR	042210	
	I-FLX202101144327	Flex Plan	R	1/28/2021		952.47CR	042210	1,904.94
02109	Kansas Payment Center							
	I-GB2202012314326	B Pardew - Garnishment 2	R	1/28/2021		149.08CR	042211	
	I-GBP202012314326	B Pardew - Garnishment	R	1/28/2021		100.62CR	042211	
	I-GJG202012314326	J Guilford - Garnishment	R	1/28/2021		379.94CR	042211	
	I-GJG202101144327	J Guilford - Garnishment	R	1/28/2021		354.62CR	042211	
	I-GJG202101284328	J Guilford - Garnishment	R	1/28/2021		354.62CR	042211	1,338.88
02290	Colonial Life							
	I-COA202012314326	Colonial Life After Tax	R	1/28/2021		47.26CR	042212	
	I-COA202101144327	Colonial Life After Tax	R	1/28/2021		47.26CR	042212	
	I-COP202012314326	Colonial Life PreTax	R	1/28/2021		45.22CR	042212	
	I-COP202101144327	Colonial Life PreTax	R	1/28/2021		45.22CR	042212	184.96
Guardi	Guardian Life Insurance Company							
	I-GRD202012314326	Voluntary Insurance	R	1/28/2021		218.31CR	042213	
	I-GRD202101144327	Voluntary Insurance	R	1/28/2021		218.31CR	042213	436.62

PACKET: 07154 EOM Benefits - January
VENDOR SET: 01 *** DRAFT/OTHER LISTING ***
BANK : PY Pooled Cash PY Related AP

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
00136	State of Missouri							
	I-T2 202012314326	State Withholdings	D	1/28/2021		3,100.66CR	000710	
	I-T2 202101144327	State Withholdings	D	1/28/2021		3,342.66CR	000710	
	I-T2 202101284328	State Withholdings	D	1/28/2021		3,234.66CR	000710	9,677.98
01711	BCBSKC							
	I-BCC202012314326	BCBS Insurance	D	1/28/2021		499.88CR	000711	
	I-BCC202101144327	BCBS Insurance	D	1/28/2021		499.88CR	000711	
	I-BCE202012314326	BCKSKC Insurance	D	1/28/2021		1,334.76CR	000711	
	I-BCE202101144327	BCKSKC Insurance	D	1/28/2021		1,334.76CR	000711	
	I-BCF202012314326	BCBS Insurance	D	1/28/2021		786.50CR	000711	
	I-BCF202101144327	BCBS Insurance	D	1/28/2021		786.50CR	000711	
	I-BCS202012314326	BCBS Insurance	D	1/28/2021		2,128.00CR	000711	
	I-BCS202101144327	BCBS Insurance	D	1/28/2021		2,128.00CR	000711	
	I-BVC202012314326	Vision w/h	D	1/28/2021		17.74CR	000711	
	I-BVC202101144327	Vision w/h	D	1/28/2021		17.74CR	000711	
	I-BVE202012314326	Vision w/h	D	1/28/2021		43.20CR	000711	
	I-BVE202101144327	Vision w/h	D	1/28/2021		43.20CR	000711	
	I-BVF202012314326	Vision w/h	D	1/28/2021		117.53CR	000711	
	I-BVF202101144327	Vision w/h	D	1/28/2021		117.53CR	000711	
	I-BVS202012314326	Vision w/h	D	1/28/2021		51.78CR	000711	
	I-BVS202101144327	Vision w/h	D	1/28/2021		51.78CR	000711	
	I-DNC202012314326	BCBS Dental Insurance	D	1/28/2021		205.00CR	000711	
	I-DNC202101144327	BCBS Dental Insurance	D	1/28/2021		205.00CR	000711	
	I-DNF202012314326	BCBS Dental Insurance	D	1/28/2021		586.00CR	000711	
	I-DNF202101144327	BCBS Dental Insurance	D	1/28/2021		586.00CR	000711	
	I-DNP202012314326	DENTAL PRETAX	D	1/28/2021		277.20CR	000711	
	I-DNP202101144327	DENTAL PRETAX	D	1/28/2021		277.20CR	000711	
	I-DNS202012314326	Delta Dental Insurance	D	1/28/2021		185.10CR	000711	
	I-DNS202101144327	Delta Dental Insurance	D	1/28/2021		185.10CR	000711	
	I-HDC202012314326	BCBS Insurance	D	1/28/2021		414.55CR	000711	
	I-HDC202101144327	BCBS Insurance	D	1/28/2021		414.55CR	000711	
	I-HDE202012314326	BCBS Insurance	D	1/28/2021		1,033.80CR	000711	
	I-HDE202101144327	BCBS Insurance	D	1/28/2021		1,033.80CR	000711	
	I-HDF202012314326	Health Insurance	D	1/28/2021		731.24CR	000711	
	I-HDF202101144327	Health Insurance	D	1/28/2021		731.24CR	000711	
	I-HSE202012314326	BCBS Insurance	D	1/28/2021		565.32CR	000711	
	I-HSE202101144327	BCBS Insurance	D	1/28/2021		565.32CR	000711	
	I-HSF202012314326	BCBS Insurance	D	1/28/2021		1,999.20CR	000711	
	I-HSF202101144327	BCBS Insurance	D	1/28/2021		1,999.20CR	000711	
	I-HSS202012314326	BCBS Insurance	D	1/28/2021		450.25CR	000711	
	I-HSS202101144327	BCBS Insurance	D	1/28/2021		450.25CR	000711	
	I-S3F202012314326	BCBS Insurance	D	1/28/2021		1,943.67CR	000711	
	I-S3F202101144327	BCBS Insurance	D	1/28/2021		1,943.67CR	000711	
	I-SPC202012314326	BCBS Insurance	D	1/28/2021		1,834.12CR	000711	
	I-SPC202101144327	BCBS Insurance	D	1/28/2021		1,834.12CR	000711	
	I-SPE202012314326	BCBS Insurance	D	1/28/2021		204.14CR	000711	
	I-SPE202101144327	BCBS Insurance	D	1/28/2021		204.14CR	000711	
	I-SPF202012314326	BCBS Insurance	D	1/28/2021		3,610.40CR	000711	
	I-SPF202101144327	BCBS Insurance	D	1/28/2021		3,610.40CR	000711	
	I-SPS202012314326	BCBS Insurance	D	1/28/2021		487.84CR	000711	
	I-SPS202101144327	BCBS Insurance	D	1/28/2021		487.84CR	000711	39,014.44

PACKET: 07154 EOM Benefits - January

VENDOR SET: 01 *** DRAFT/OTHER LISTING ***

BANK : PY Pooled Cash PY Related AP

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
01730	LAGERS							
	I-CSR202012314326	LAGERS RETIREMENT	D	1/28/2021		7,580.90CR	000712	
	I-CSR202101144327	LAGERS RETIREMENT	D	1/28/2021		8,544.10CR	000712	
	I-CSR202101284328	LAGERS RETIREMENT	D	1/28/2021		7,631.25CR	000712	
	I-R%P202012314326	City/PD Ret Contribution	D	1/28/2021		6,511.42CR	000712	
	I-R%P202101144327	City/PD Ret Contribution	D	1/28/2021		6,192.33CR	000712	
	I-R%P202101284328	City/PD Ret Contribution	D	1/28/2021		6,369.52CR	000712	42,829.52
02517	NueSynergy, Inc							
	I-HSU202012314326	HSA Contribution	D	1/28/2021		624.84CR	000713	
	I-HSU202101144327	HSA Contribution	D	1/28/2021		624.84CR	000713	
	I-HSU202101284328	HSA Contribution	D	1/28/2021		624.84CR	000713	1,874.52

* * TOTALS * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	6	0.00	4,751.68	4,751.68
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	4	0.00	93,396.46	93,396.46
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	10	0.00	98,148.14	98,148.14

PACKET: 07154 EOM Benefits - January

VENDOR SET: 01 *** DRAFT/OTHER LISTING ***

BANK : PY Pooled Cash PY Related AP

ERROR LISTING

CHECK #	VENDOR	NAME	PAGE	ERROR MESSAGE	NOTES
000710	01-00136	State of Missouri	2	CHECK DATE < PAY DATE	TRAN NO#: I-T2 202101284
000712	01-01730	LAGERS	3	CHECK DATE < PAY DATE	TRAN NO#: I-CSR202101284
000712	01-01730	LAGERS	3	CHECK DATE < PAY DATE	TRAN NO#: I-R%P202101284
042211	01-02109	Kansas Payment Center	1	CHECK DATE < PAY DATE	TRAN NO#: I-GJG202101284
000713	01-02517	NueSynergy, Inc	3	CHECK DATE < PAY DATE	TRAN NO#: I-HSU202101284

TOTAL ERRORS: 0 TOTAL WARNINGS: 5

PACKET: 07154 EOM Benefits - January

VENDOR SET: 01 *** DRAFT/OTHER LISTING ***

BANK : PY Pooled Cash PY Related AP

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
10	1/2021	97,608.18CR
30	1/2021	539.96CR
ALL		98,148.14CR

ITEM 4.A.
For 2/2/2021
Board of Aldermen Meeting

CITY OF PARKVILLE
Policy Report

Date: January 25, 2021

Prepared By:
Matthew Chapman, Finance/HR Director

Reviewed By:
Joe Parente, City Administrator

ISSUE:
Approve the first reading of an ordinance to amend Ordinance No. 3017 to amend the 2020 Operating Budget and fund transfers and the 2020-2025 Capital Improvement Program (Administration)

BACKGROUND:
On December 17, 2019, the Board of Aldermen adopted Ordinance No. 3017 adopting the 2020 Operating Budget and 2021-2025 Capital Improvement Program (CIP). As part of the closeout of the fiscal year, staff has identified certain budget amendments and fund transfers that are necessary. The amendments are needed to balance final year-end budgets and transfers to account for budget expenditures in certain special revenue budgets.

The budget amendments and transfers are mostly attributed to unexpected expenses incurred during the year, but were not anticipated when the original budget was approved. A brief explanation of each budget amendment and transfer is provided below.

Budget Amendments:

General Fund Public Information Budget: Increase Budget from $22,210 to $23,733, an increase of $2,523. The increase is attributed to higher costs associated with the city's newsletter. In 2020, increased printing costs were incurred to add color to the newsletter and for the increase in the number of publications from three to four.

General Fund Information Technology Budget: Increase Budget from $58,352 to $67,036, an increase of $8,684. The increase is mostly attributed to higher costs for IT consulting services associated with the number and volume of Sunshine Records requests and for remote work software licenses associated with COVID-19.

Parks Donation Fund Budget: Increase Budget from $5,000 to $22,718, an increase of $17,718. The increase is associated with unbudgeted expenses for improvements from the Royals/Price Chopper grant. The grant was posted during 2019, but mostly spent in 2020.

Transportation Budget: Increase Budget from $1,232,140 to $1,299,085, an increase of $66,945. The increase is attributed to higher costs than budgeted for the street overlay program, emergency storm water repairs, and an emergency equipment repair. Some of the unanticipated expenses that caused the budget to be exceeded include: backhoe repair $5,608; N. National Storm Sewer Repair, $11,667; 60th Street Storm Sewer Repair $ 40,551; and Pinecrest Curb Repair $13,954.

Route 9 Lease Purchase Debt Budget: Increase Budget from $346,879 to $373,371, an increase of $26,492. The increase is attributed to the payment of financing issuance costs associated with the extension of the 2017 Grant Anticipation loan for the Route 9 project.

Brush Creek NID Debt Budget: Increase Budget from $396,288 to $414,463, an increase of $18,175. The increase is attributed to the payment of financing issuance costs associated with the 2020 Refunding and re-issuance of the Brush Creek NID Financing.

Brink Meyer Road NID Debt Budget: Increase Budget from $289,613 to $306,585, an increase of $16,972. The increase is attributed to the payment of financing issuance costs associated with the 2020 Refunding and re-issuance of the Brink Meyer Road NID Financing.

Fund Transfers:

General Fund Transfer of $46,796 to the Projects Fund for the Melody Lane Storm Sewer project. The increase is attributed to the final cost reconciliation for the project, which included a $50,061 County Outreach Grant and a final project cost of $96,857.

General Fund Transfer of $205,779 to the Transportation Fund. The Fund began the year with a negative fund balance of $46,301. The final 2019 expenses and revenues resulted in the negative balance. The Transportation Fund is presently making debt payments toward the 2017 street program and does not maintain the minimum three month operating expense balance that helps avoid year end overages. In addition, as noted above, the 2020 Budget was exceeded by $66,945, mostly due to emergency repairs. Lastly, Transportation Fund revenues were $92,533 below projections. Sales tax collections from the City's transportation sales tax and the county transportation sales tax, and motor fuel taxes, were impacted by COVID-19, resulting in less revenue in the Transportation Fund than projected. Collectively, these are the reasons for the Fund Transfer.

Parks Sales Tax Transfer of $50,523 into the Projects Fund. The Projects Budget incurred the cost of the BNSF License Fee for the Missouri Riverfront Trail Connection. The transfer is needed to shore up the Projects Fund Balance.

BUDGET IMPACT:
This budget amendment will increase the 2020 Budget by $157,509. Fund transfers are $252,575 from the General Fund, and $50,523 from the Parks Sales Tax Fund.

ALTERNATIVES:
1. Adopt an ordinance to amend the 2020 Operating Budget, as outlined by staff.
2. Adopt an ordinance to amend the 2020 Operating Budget with changes directed by the Finance Committee.
3. Do not amend the budget and provide alternative direction to staff.
4. Postpone the item.

FINANCE COMMITTEE RECOMMENDATION:

At the meeting on January 25, 2021, the Finance Committee, by a vote of 4-0, recommended that the Board of Aldermen approve an ordinance to amend the 2020 Operating Budget and fund transfers.

STAFF RECOMMENDATION:

Staff recommends that the Finance Committee approve an ordinance to amend the 2020 Operating Budget and fund transfers.

POLICY:

Because the annual budget was adopted by ordinance, an ordinance is required to amend or repeal it.

SUGGESTED MOTION:

I move to approve Bill No. 3110, an ordinance amending Ordinance No. 3017 amending the Operating Budget and fund transfers and the 2020-2025 Capital Improvement Program, on first reading and postpone the second reading to February 16, 2021.

ATTACHMENTS:

1. Ordinance

BILL NO. 3110 ORDINANCE NO. ____

AN ORDINANCE AMENDING ORDINANCE NO. 3017 TO AMEND THE OPERATING BUDGET AND FUND TRANSFERS FOR THE PERIOD FROM JANUARY 1 THROUGH DECEMBER 31, 2020, AND THE CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEARS 2020 THROUGH 2025 FOR THE CITY OF PARKVILLE, MISSOURI

WHEREAS, on December 18, 2018, the Board of Aldermen of the City of Parkville adopted Ordinance No. 2977 to adopt the 2020 Operating Budget and 2020 – 2025 Capital Improvement Program (CIP) for the 2020 fiscal year; and

WHEREAS, new financial information made available during the fiscal year necessitates an amendment to the 2020 Operating Budget and 2020 – 2025 CIP to implement new priorities for city services.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF PARKVILLE, MISSOURI AS FOLLOWS:

Section 1. The Board of Aldermen does hereby amend Ordinance No. 3017 that adopted the 2020 Operating Budget and 2020 – 2025 CIP for fiscal year 2020.

Section 2. The Board of Aldermen does hereby approve and adopt Budget Amendment No. 1 for the 2020 fiscal year, attached hereto and incorporated herein by reference as Exhibit A, implementing changes to the budgets for the General Fund, Transportation Fund, Projects Fund and Debt Service Fund and to make certain fund transfers.

Section 2. This ordinance shall become effective upon passage.

PASSED and APPROVED this 2nd day of February 2021.

____
Mayor Nanette K. Johnston

ATTESTED:

____
City Clerk Melissa McChesney

Exhibit A

FY 2020 Budget Amendment No. 1

Budget Amendments:

General Fund Public Information Budget: Increase Budget from $22,210 to $23,733, an increase of $2,523.

General Fund Information Technology Budget: Increase Budget from $58,352 to $67,036, an increase of $8,684.

Parks Donation Fund Budget: Increase the Budget from $5,000 to $22,718, an increase of $17,718.

Transportation Budget: Increase the budget from $1,232,140 to $1,299,085, an increase of $66,945.

Route 9 Lease Purchase Debt Budget: Increase the budget from $346,879 to $373,371, an increase of $26,492.

Brush Creek NID Debt Budget: Increase the budget from $396,288 to $414,463, an increase of $18,175.

Brink Meyer Road NID Debt Budget: Increase the budget from $289,613 to $306,585, an increase of $16,972.

Fund Transfers:

General Fund Transfer of $46,796 to the Projects Fund for the Melody Lane Storm Sewer project.

General Fund Transfer of $205,779 to the Transportation Fund.

Parks Sales Tax Transfer of $50,523 into the Projects Fund.

ITEM 4.B.
For 2/2/2021
Board of Aldermen Meeting

CITY OF PARKVILLE
Policy Report

Date: January 20, 2021

Prepared By:
Stephen Lachky, Community Development Director

Reviewed By:
Joe Parente, City Administrator

ISSUE:
Approve the second reading of an ordinance to approve the first amendment to the tax increment financing agreement with CBC Parkville LLC for Redevelopment Project Area 2 of the Parkville Market Place Tax Increment Financing Redevelopment Plan (Community Development)

BACKGROUND:
On December 19, 2017, the Board of Aldermen adopted Ordinance No. 2931 approving the first amendment to the Parkville Market Place Tax Increment Financing Redevelopment Plan and redevelopment area enlarging the redevelopment area to establish Redevelopment Project Area 2 (approximately 6.41 acres of property), making specific findings, and designating CBC Parkville LLC as the developer for Redevelopment Project Area 2. The first amendment proposes the construction of approximately 33,400 square feet of retail, restaurant and/or other commercial facilities and public and private infrastructure improvements associated with the development to be designated as Redevelopment Project 2.

On January 16, 2018, the Board of Aldermen adopted Ordinance No. 2935 approving Redevelopment Project 2 of the Parkville Market Place Tax Increment Financing Redevelopment Plan as a redevelopment project and adopting tax increment financing therein. On January 24, 2018, the Board of Aldermen adopted Ordinance No. 2936 approving a Redevelopment Agreement with CBC Parkville LLC for Redevelopment Project Area 2 of the Parkville Market Place Tax Increment Financing Redevelopment Plan. The redevelopment agreement (“TIF Contract”) serves as a contract between the City and CBC Parkville LLC (“Developer”), and binds the developer to a number of terms and conditions associated with Redevelopment Project Area 2, including:

- Definitions of Terms and Project Improvements
- Design Standards
- Project Financing Issues
- Conditions Precedent to Duties of Parties
- TIF Revenues and Reimbursement of Project Costs
- Maximum TIF Reimbursement Reduction
- Tenant Approvals and Prohibitions
- Sale of Property and Assignment of Developer’s Obligations
- Standard TIF Contract Obligations

Section 19 of the TIF Contract establishes the cost certification process the Developer must follow in order to request reimbursement from the City for eligible project costs as set forth in the Redevelopment Project Budget. Exhibit E of the TIF Contract includes the Redevelopment Schedule:

Redevelopment Schedule		
	Commence	*Complete*
Land Acquisition	1st quarter 2018	1st quarter 2018
Blight Removal	3rd quarter 2018	4th quarter 2020
Construction of Public Project Improvements	4th quarter 2018	4th quarter 2019
Construction of Private Project Improvements	4th quarter 2018	4th quarter 2020

Land acquisition, blight removal, and construction of public improvements have all been completed. However, construction of private project improvements is still ongoing. Completed private project improvements include Westlake Ace Hardware (Lot 1), Verizon Wireless (Lot 3), Domino's Pizza (Lot 3) and Roosters Men's Grooming Center (Lot 3). Incomplete private project improvements include a pad site for a drive-thru restaurant (Lot 2), and a pad site for a strip retail building (Lot 4).

The developer has stated that the ongoing coronavirus (COVID-19) global pandemic has significantly impacted Redevelopment Project 2 and their ability to complete the remaining private project improvements per the Redevelopment Schedule deadline. As a result, the developer is requesting an amendment to the TIF Contract -- specifically a deadline extension on the Redevelopment Schedule for construction of private project improvements to the 4th quarter of 2023. In addition, the Developer requests an amendment to the cost certification deadline in Section 19. For reimbursable costs incurred prior to this amendment, the developer shall submit its request for certification no later than June 9, 2021. For reimbursable project costs incurred on or after the date of this amendment, the developer shall submit its request for certification no later than 120 days after incurring such costs.

<u>BUDGET IMPACT</u>:
With the exception of application and permit fees collected, there is no immediate budget impact. Long-term impacts would be realized from changes in property taxes and sales taxes collected from the site and proposed development and impacts to the same for area properties and other businesses as detailed in Exhibit 7 of the First Amendment to the Redevelopment Plan and the independent Cost-Benefit Analysis prepared by Springsted Incorporated.

<u>ALTERNATIVES</u>:

1. Approve the second reading of an ordinance approving the first amendment to the redevelopment agreement.
2. Approve the second reading of an ordinance approving the first amendment to the redevelopment agreement, subject to other stated conditions.
3. Deny the ordinance and amendment to the redevelopment agreement.
4. Postpone the item.

<u>FINANCE COMMITTEE RECOMMENDATION</u>:
The item was not presented to the Finance Committee, but is being taken directly to the Board of Aldermen for consideration.

STAFF RECOMMENDATION:
Staff recommends approval of the First Amendment to the Tax Increment Financing Contract with CBC Parkville LLC for Redevelopment Project Area 2 of the Parkville Market Place Tax Increment Financing Redevelopment Plan.

POLICY:
Per RSMo Sections 99.800 to 99.865 (TIF Act), tax increment financing can be utilized as a method of redirecting tax revenues to enable the redevelopment of property that is blighted, a conservation area, or an economic development area. The Act authorizes the capture of 100% of the incremental increase in property taxes above the property taxes generated by the property prior to redevelopment, called "payments in lieu of taxes" and 50% of the new economic activity taxes generated from a redevelopment project through sales taxes, earnings taxes, and utility taxes.

SUGGESTED MOTION:
I move to approve Bill No. 3112, an ordinance approving the first amendment to the tax increment financing agreement with CBC Parkville LLC for Redevelopment Project Area 2 of the Parkville Market Place Tax Increment Financing Redevelopment Plan, on first reading and postpone the second reading to February 2, 2021.

ATTACHMENTS:
1. Ordinance
2. First Amendment to TIF Contract
3. Parkville Market Place TIF Contract
4. TIF Contract 1/19/18

BILL NO. 3112 ORDINANCE NO. ____

AN ORDINANCE APPROVING THE FIRST AMENDMENT TO THE TAX INCREMENT FINANCING CONTRACT WITH CBC PARKVILLE LLC FOR REDEVELOPMENT PROJECT AREA 2 OF THE PARKVILLE MARKET PLACE TAX INCREMENT FINANCING REDEVELOPMENT PLAN

WHEREAS, on December 19, 2017, the Board of Aldermen of the City of Parkville, Missouri (the “City”) adopted Ordinance No. 2931 approving the First Amendment to the Parkville Market Place Tax Increment Financing Redevelopment Plan enlarging the Redevelopment Area to include Redevelopment Project Area 2, all pursuant to the provisions of the Real Property Tax Increment Allocation Act, Sections 99.800 to 99.865, RSMo (the "Act"); and

WHEREAS, on January 16, 2018, the Board of Aldermen of the City adopted Ordinance No. 2935 approving Redevelopment Project 2 of the Parkville Market Place Tax Increment Financing Redevelopment Plan as a redevelopment project and adopting tax increment financing therein; and

WHEREAS, on January 24, 2018, the Board of Aldermen of the City adopted Ordinance No. 2936 approving a Redevelopment Agreement (“TIF Contract”) with CBC Parkville LLC (“Developer”) for Redevelopment Project Area 2 of the Parkville Market Place Tax Increment Financing Redevelopment Plan, which serves as a contract between the City and Developer, and binds the Developer to a number of terms and conditions associated with Redevelopment Project Area 2; and

WHEREAS, the Developer has stated that the ongoing coronavirus (COVID-19) global pandemic has significantly impacted Redevelopment Project 2 and their ability to complete the remaining private project improvements per the Redevelopment Schedule in Exhibit E of the TIF Contract; and

WHEREAS, the Developer has requested an amendment to the TIF contract — specifically a deadline extension on the Redevelopment Schedule for construction of private project improvements to the 4th quarter of 2023, as well as an amendment to the cost certification deadline in Section 19 to coincide with this extension.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF PARKVILLE, MISSOURI AS FOLLOWS:

Section 1. That the First Amendment to the Tax Increment Financing Contract between the City of Parkville, Missouri and CBC Parkville, LLC for Redevelopment Project 2 of the Parkville Market Place Tax Increment Financing Redevelopment Plan, a copy of which is attached hereto as Exhibit A, is hereby approved and adopted.

Section 2. This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor according to law.

Section 3. This ordinance is effective upon its passage and approval.

PASSED and APPROVED this 2nd day of February 2021.

____
Mayor Nanette K. Johnston

ATTESTED:

____
City Clerk Melissa McChesney

FIRST AMENDMENT TO TAX INCREMENT FINANCING CONTRACT

THIS FIRST AMENDMENT TO TAX INCREMENT FINANCING CONTRACT (the "**Amendment**") is made and entered into as of the ____ day of ______________, 2021, by and between **THE CITY OF PARKVILLE, MISSOURI** ("**City**"), and **CBC PARKVILLE LLC**, a Delaware limited liability corporation ("**Developer**").

Recitals.

A. Pursuant to Ordinance No. 2936 adopted by the Board of Aldermen of the City on January 24, 2018, the City and Developer entered into a Tax Increment Financing Contract dated April 11, 2018 (the "TIF Contract", for the implementation of Redevelopment Project 2 of the Parkville Market Place Tax Increment Financing Plan (the "Redevelopment Plan"); and

B. The Developer has requested, and the City desires, to amend the Contract to clarify the timeframe for submission of Reimbursable Project Costs for certification by the City and to revise the completion timeframe for private project improvements as stated in the Redevelopment Schedule exhibit attached thereto.

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants herein contained, the City and Developer agree to amend the TIF Contract as follows:

1. Incorporation of Recitals; Defined Terms. The foregoing recitals are hereby incorporated herein by reference. Capitalized terms not otherwise defined herein shall have the meaning given in the TIF Contract.

2. Amendment to Section 19.A. Section 19.A. to the TIF Contract, "Reimbursable Project Cost Certification," is hereby deleted in its entirety and replaced with the following:

19. Reimbursable Project Cost Certification.

A. Request for Certification. Developer shall have the right to submit requests for certification for the line items and within the budget amounts identified on **Exhibit F** hereof as reimbursable expenses, and including Financing Costs incurred by Developer relating to Private Loans obtained to fund Reimbursable Project Costs. For Reimbursable Project Costs incurred prior to the date of this Amendment, Developer shall submit its request for certification no later than June 9, 2021. For Reimbursable Project Costs incurred on or after the date of this Amendment, Developer shall submit its request for certification no later than one hundred and twenty (120) days after incurring such costs, except for Financing Costs, which Developer and City agree may be submitted for reimbursement on a more infrequent basis. Upon presentation to City of an application for certification of Reimbursable Project Costs which details Reimbursable Project Costs paid in accordance with this Contract and the

Redevelopment Plan, together with such supporting documentation in a format as stipulated by the City (including copies of invoices, canceled checks, receipts, lien waivers, and such other supporting documentation as City shall reasonably require) as City shall reasonably determine to be necessary (the "**Reimbursement Request**"), City shall review, verify and confirm the information included in the Reimbursement Request. The Reimbursement Request shall (1) identify each item of Reimbursable Project Cost by line item category in the Redevelopment Project Cost Budget for the Redevelopment Project separately, (2) aggregate all costs in the Reimbursement Request by line item category as set forth in the Redevelopment Project Cost Budget for the Redevelopment Project or elsewhere in this Contract, (3) include a report setting forth the total amount, by line item category from the Redevelopment Project Cost Budget for the Redevelopment Project, of all Reimbursable Project Costs set forth in the then-current Reimbursement Request and all prior Reimbursement Requests approved by City or for which approval is pending, and (4) include a report setting forth the percentage of work, by line item category from the Redevelopment Project Cost Budget for the Redevelopment Project, completed as of the date of the current Reimbursement Request. Notwithstanding anything contained herein to the contrary, Developer shall be entitled to transfer amounts among each line item category in **Exhibit F** so long as Developer does not (a) exceed the aggregate of the Total Reimbursable Project Costs, (b) transfer to line items that are not approved for Tax Increment Financing funds, or (c) result in any additional fees or payments directly to Developer. If City determines that: (i) the Reimbursement Request accurately reflects Reimbursable Project Costs paid in accordance with this Contract and the Redevelopment Plan and (ii) the Reimbursable Project Costs for which certification is requested (considered in combination with all prior amounts certified for the same cost category or item, as applicable) are in accordance with the Redevelopment Project Cost Budget for the Redevelopment Project (subject to the foregoing sentence), it shall approve and certify the Reimbursement Request. If City, pursuant to its review of such Reimbursement Request and supporting documentation, determines that any portion of the request for reimbursement should not be approved, it shall promptly state the reasons for such disapproval to Developer. Any such disapproval may be appealed by Developer to the Board of Aldermen, which shall upon Developer's request hold a hearing at which Developer may present new and/or additional evidence. No Reimbursement Request will be approved if it causes the total Reimbursable Project Costs to exceed the Redevelopment Project Cost Budget without the formal approval by Board of Aldermen of an amended and restated **Exhibit F** reflecting such an increase. Each Reimbursement Request for Developer Reimbursable Project Costs shall be approved administratively, and no action of the Board of Aldermen shall be required to approve such Reimbursement Request. All Reimbursement Requests and Draw Certificates for City Reimbursable Project Costs may be approved by the City Treasurer and Developer shall not be required to approve or consent to any such Reimbursement Request for City Reimbursable Project Costs prior to the disbursement of funds to City. The City shall respond within a reasonable time period not to exceed thirty (30) days to all requests by Developer for approval under this **<u>Section</u>**.

3. <u>Amendment to Exhibit E, Redevelopment Schedule</u>. Exhibit E to the TIF Contract, "Redevelopment Schedule," is hereby deleted in its entirety and replaced with the Exhibit E attached hereto.

4. <u>Affirmation of TIF Contract</u>. All other terms and provisions of the TIF Contract that are not specifically modified by this Amendment shall remain in full force and effect, unmodified by the terms of this Amendment. All references herein or in the TIF Contract to the "Contract" shall mean and refer to the TIF Contract as amended by this Amendment.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment the day and year first above written.

CITY:

THE CITY OF PARKVILLE, MISSOURI, a municipal corporation

By:______________________________
Nan Johnston, Mayor

DEVELOPER:

CBC PARKVILLE LLC, a Delaware limited liability company
By:______________________________
Print Name:________________________
Title:_____________________________

STATE OF MISSOURI)
)
COUNTY OF PLATTE) ss.

On this ____ day of _________________, 2021, before me personally appeared Nan Johnston, to me known, who being by me duly sworn, did say that she is the Mayor of the City of Parkville, Missouri, a Missouri municipal corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Aldermen, and acknowledged said instrument to be the free act and deed of said corporation.

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

____

Print Name: ____________________________

Notary Public in and for said County and State

My Commission Expires:

____

STATE OF ____________________)
)
COUNTY OF __________________) ss.

On this ____ day of _________________, 2021, before me personally appeared ____________________________, to me known to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did say he is the _______________________ of CBC Parkville LLC, a Delaware limited liability company, and acknowledged said instrument to be his free act and deed and the free act and deed of said company.

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

____

Print Name: ____________________________

Notary Public in and for said County and State

My Commission Expires:

____

EXHIBIT E

REDEVELOPMENT SCHEDULE

	Commence	Complete
Land Acquisition:	1st quarter 2018	1st quarter 2018
Blight Removal:	3rd quarter 2018	4th quarter 2020
Construction of Public Project Improvements:	4th quarter 2018	4th quarter 2019
Construction of Private Project Improvements:	4th quarter 2018	4th quarter 2023

All scheduled activities may commence earlier than the dates set out above. Timing of construction of Private Project Improvements is subject to tenant demand.

Error! Unknown document property name.

Exhibit 4

Estimated Redevelopment Project Costs for Redevelopment Project 2

PROJECT: *APEX PLAZA*
LOCATION: *Mo Route 45 Hwy and North Melody Lane* — *DATE:* *August 1, 2017*
PLAN: *Site Plan 03-03-17* — *REVISED:* *August 1, 2017*

					Developer				3rd Party
LAND ACQUISITION				$1,960,000					
SITEWORK AND INFRASTRUCTURE COSTS					2017	2018	2019	Total	Total
ITEM OF WORK			TOTAL						
PUBLIC ROADWAY				$180,000					
Improvements on 45 Highway			$30,000			$30,000		$30,000	
Improvements on Melody Lane (east and west side)			$65,000			$65,000		$65,000	
Turn Lane on 45 Highway			$85,000			$85,000		$85,000	
STORMWATER DETENTION				$220,066					
Storm Water Detention / BMPs			$220,066			$220,066		$220,066	
WET UTILITIES				$358,725					
Storm Sewer / Sanitary Sewer / Water			$358,725			$358,725		$358,725	
OTHER SITE IMPROVEMENTS				$1,250,200					
Demo, Grading, Retaining Walls & Erosion Control			$662,526			$662,526		$662,526	
Parking Lots / Drives / Sidewalks / Lighting			$407,674			$407,674		$407,674	
Electric / Gas / Phone			$75,000			$75,000		$75,000	
Landscape / Signage			$105,000			$105,000		$105,000	
SUBTOTAL (SITEWORK AND INFRASTRUCTURE COSTS):				$2,008,991					
BUILDING COSTS	sf	cost per sf		total					
Lot 1	15,000	115		$1,725,000		$1,725,000		$1,725,000	
Lot 2	4,000	160		$640,000					$640,000
Lot 3	6,000	160		$960,000					$960,000
Lot 4	8,400	160		$1,344,000		$1,344,000		$1,344,000	
SUBTOTAL (BUILDING COSTS):				$4,669,000					
SOFT COSTS									
Legal (incl. City legal) / Consulting / Accounting				$150,000	$50,000	$75,000		$125,000	$25,000
Architectural / Engineering / Surveying				$313,200	$100,000	$161,000		$261,000	$52,200
Geotechnical Studies / Environmental / Special Inspections				$81,000	$67,500			$67,500	$13,500
Professional Services				$351,000	$146,250	$146,250		$292,500	$58,500
Commissions on Pad Sales / Leases				$365,400		$304,500		$304,500	$60,900
Bond / Permits / Fees				$90,000		$75,000		$75,000	$15,000
SUBTOTAL (SOFT COSTS):				$1,350,600					
FINANCING COSTS									
Financing Fees				$115,800	$96,500			$96,500	$19,300
Construction Interest				$317,489					$52,915
SUBTOTAL (FINANCING COSTS):				$433,289					
MISC COSTS									
Developer's Fee				$420,000		$350,000		$350,000.00	$70,000
Contingency				$300,000		$250,000		$250,000.00	$50,000
SUBTOTAL (MISC COSTS):				$720,000					
TOTAL ESTIMATED PROJECT COSTS:				$11,141,880	$2,420,250	$6,439,741	$0	$8,859,991	$2,017,315
					2017	2018	2019	Total (Dev)	Total (3rd pty)

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Exhibit 6

Sources and Uses for Redevelopment Project 2

Project Sources and Uses

Project Cost	Total	Projected TIF Reimbursed Costs	Projected CID Reimbursed Costs	Developer Private Costs
Land Acquisition	**$1,960,000**	**$843,122**	**$0**	**$1,116,878**
Sitework and Infrastructure Cost	**$2,008,991**	**$1,666,491**	**$342,500**	**$0**
PUBLIC ROADWAY				
Improvements on 45 Highway	$30,000		$30,000	$0
Improvements on Melody Lane (east and west sic	$65,000		$65,000	$0
Turn Lane on 45 Highway	$85,000		$85,000	$0
STORMWATER DETENTION				
Storm Water Detention / BMPs	$220,066	$57,566	$162,500	$0
WET UTILITIES				
Storm Sewer / Sanitary Sewer / Water	$358,725	$358,725		$0
OTHER SITE IMPROVEMENTS	$1,250,200	$1,250,200		$0
Building Costs	**$3,069,000**	**$0**	**$0**	**$3,069,000**
Soft Costs	**$1,125,500**	**$696,000**	**$0**	**$429,500**
Financing Costs	**$96,500**	**$0**	**$0**	**$96,500**
Misc. Costs	**$600,000**	**$0**	**$0**	**$600,000**
TOTAL PROJECT COSTS	**$8,859,991**	**$3,205,613**	**$342,500**	**$5,311,878**
	Projected TOTAL PROJECT COSTS**	**Projected TIF Reimbursed Costs***	**Projected CID Reimbursed Costs***	**Developer Private Costs**
% of Project Costs		29%	3%	
% of Developer's Costs		35%	4%	

*In addition to the amounts set forth above, Developer's requested public incentives also includes reimbursement of interest on reimbursable costs.

**The Total Project Costs above exclude the costs of designing and constructing buildings on Lots 2 and 3 as it is anticipated that a third party will purchase such lots and construct the buildings thereon.

60666175.3

TAX INCREMENT FINANCING

CONTRACT

BETWEEN

THE CITY OF PARKVILLE, MISSOURI

and

CBC PARKVILLE LLC

For

REDEVELOPMENT PROJECT 2

of the

PARKVILLE MARKET PLACE

TAX INCREMENT FINANCING REDEVELOPMENT PLAN

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Exhibits

A Legal Description of Redevelopment Area

B Legal Description of Redevelopment Project Area

C Private Project Improvements

D Public Project Improvements

E Redevelopment Schedule

F Redevelopment Project Cost Budget

TAX INCREMENT FINANCING CONTRACT

THIS TAX INCREMENT FINANCING CONTRACT (the "**Contract**") is made and entered into as of the ____ day of ______________, 2018 (the "**Effective Date**"), by and between **THE CITY OF PARKVILLE, MISSOURI** ("**City**"), and **CBC PARKVILLE LLC**, a Delaware limited liability corporation, the developer selected by the City ("**Developer**") to implement its plan of redevelopment more fully described herein.

Recitals.

A. The Tax Increment Financing Commission of Parkville, Missouri (the "**Commission**") on November 13, 2017, recommended that the City approve the First Amendment to the Parkville Market Place Tax Increment Financing Plan (the "**Redevelopment Plan**") in an area described in the Redevelopment Plan determined to be a Blighted Area and as set forth in **Exhibit A**, attached hereto and incorporated herein by reference (the "**Redevelopment Area**").

B. The Redevelopment Plan provides for the construction of two (2) redevelopment projects designated as Redevelopment Projects 1 and 2 in Parkville, Missouri which consists of the "**Project Improvements**" described in Section 5 herein.

C. By Ordinance No. 2931, adopted by the Board of Aldermen of City (the "**Board of Aldermen**") on December 19, 2017, City approved the Redevelopment Plan, determined that the Redevelopment Area is a Blighted Area and that it met the other applicable requirements of the Act, and selected Developer to implement Redevelopment Project 2 of the Redevelopment Plan.

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

1. Rules of Interpretation. Unless the context clearly indicates to the contrary or unless otherwise provided herein, the following rules of interpretation shall apply to this Contract:

A. The terms defined in this Contract which refer to a particular agreement, instrument or document also refer to and include all renewals, extensions, modifications, amendments and restatements of such agreement, instrument or document; provided, that nothing contained in this sentence shall be construed to authorize any such renewal, extension, modification, amendment or restatement other than in accordance with **Section 37** of this Contract.

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

C. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing person shall include individuals, corporations, partnerships, joint ventures, associations, joint stock companies, trusts, unincorporated organizations and governments and any agency or political subdivision thereof.

D. The table of contents, captions and headings in this Contract are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Contract.

2. Definitions. All capitalized words or terms used in this Contract and defined in the Redevelopment Plan shall have the meaning ascribed to them in the Redevelopment Plan. In addition thereto and in addition to words and terms defined elsewhere in this Contract, the following words and terms shall have the meanings ascribed to them in this **Section 2** unless the context in which such words and terms are used clearly requires otherwise.

"Act," the Real Property Tax Increment Allocation Redevelopment Act, Section 99.800, et seq., RSMo, as amended.

"Affiliate," any person, entity or group of persons or entities which controls a party, which a party controls or which is under common control with a party. As used herein, the term "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management and policies, whether through the ownership of voting securities, by contract or otherwise.

"Blighted Area," an area which, by reason of the predominance of defective or inadequate street layout, unsanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals, or welfare in its present condition and use.

"CID," means a community improvement district formed pursuant to the CID Act and in accordance with this Contract, with boundaries that include the boundaries of the Redevelopment Project Area.

"CID Act," the Community Improvement District Act, Sections 67.1401 to 67.1471 RSMo, as amended.

"CID Revenue," all funds derived from CID Sales Tax revenue and any interest earned thereon.

"CID Sales Tax," a one percent (1%) sales tax imposed by a CID on sales within the CID in accordance with the CID Act.

"City," the City of Parkville, Missouri.

"City Capital Cost Payment," an annual payment as provided in the Redevelopment Plan from the Special Allocation Fund to the City for capital costs resulting from the Redevelopment Project necessarily incurred or to be incurred in furtherance of the objectives of the Redevelopment Plan for so long as the County transportation sales tax and distribution formula regarding TIF districts is in effect and applied to the City's distribution of the County transportation sales tax proceeds.

"Board of Aldermen," the governing body of Parkville, Missouri.

"City Engineer," the city engineer of Parkville, Missouri.

"City Administrator," the City Administrator of Parkville, Missouri.

"City Treasurer," the Finance Director of Parkville, Missouri.

"Commission," the Tax Increment Financing Commission of Parkville, Missouri;

"County," Platte County, Missouri.

"County Assessor," the assessor of Platte County, Missouri.

"County Collector," the collector of Platte County, Missouri.

"Developer," CBC Parkville LLC, its successors and assigns, subject, however, to the provisions of **Section 29** hereof.

"Developer Controlled Improvements," the Project Improvements owned or controlled by Developer or its Affiliates and authorized transferees, successors and assigns pursuant to the provisions of **Section 29** hereof.

"Economic Activity Account," the separate segregated account within the Special Allocation Fund into which Economic Activity Taxes are to be deposited.

"Economic Activity Taxes," fifty percent (50%) of the total additional revenue from taxes which are imposed by City or other Taxing Districts, which are generated by economic activities within the Redevelopment Project Area, while Tax Increment Financing remains in effect, as provided for in the Act but excluding those taxes, licenses, fees, or special assessments identified in Section 99.845.3 of the Act, other than payments in lieu of taxes, until the designation is terminated pursuant to Subsection 2 of Section 99.850 of the Act.

"Financing Costs," all necessary and incidental expenses related to any loans or other obligations obtained by the Developer for the purpose of funding the Reimbursable Project Costs. In addition to the Reimbursable Project Costs described herein, Developer's actual financing costs, including, *inter alia*, interest incurred on amounts Developer was loaned to pay for any of the Reimbursable Project Costs identified on **Exhibit F**, shall be deemed a Reimbursable Project Cost. Payment of financing costs shall be calculated pursuant to the provisions of **Section 19.C**.

"Land Use Approvals," those approvals required pursuant to City's zoning and subdivision regulations for the construction of the Redevelopment Project.

"Legal Requirements," any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any nature whatsoever of any governmental unit (federal, state, county, district, municipality, city or otherwise), whether now or hereafter in existence and specifically including but not limited to all ordinances, rules and regulations of the City of Parkville, Missouri, such as zoning ordinances, subdivision ordinances, building codes, property maintenance codes, and City's adopted Public Works engineering standards and requirements; provided, however, unless otherwise provided herein Developer shall have the right to contest, in any manner provided by law and at its sole expense, the applicability or validity of any Legal Requirement.

"MHTC," the Missouri Highways and Transportation Commission,

"MoDOT," the Missouri Department of Transportation.

"Ordinance," an ordinance enacted by the Board of Aldermen.

"Payment in Lieu of Taxes," those estimated revenues from real property in the Redevelopment Project Area, which revenues are to be used to pay Reimbursable Project Costs, which Taxing Districts would have received had the City not adopted Tax Increment Financing as provided for in the Act, and which would result from levies made after the time of the adoption of Tax Increment Financing during the time the current equalized value of real property in the Redevelopment Project Area exceeds the Total Initial Equalized Value of real property in such area until the designation is terminated pursuant to subsection 2 of Section 99.850 of the Act, which shall not be later than twenty three (23) years after the Redevelopment Project and Redevelopment Project Area is approved by an Ordinance of the Board of Aldermen; provided that payments in lieu of taxes shall be subject to the provisions of Section 99.845.1(3) of the Act, as amended, regarding the blind pension fund tax and the merchants' and manufacturers' inventory replacement tax and Section 99.845.15 of the Act regarding property tax levied under Section 205.971 RSMo. Payments in Lieu of Taxes which are due and owing shall constitute a lien against the real estate in the Redevelopment Project Area from which they are derived, the lien of which may be foreclosed in the same manner as a special assessment lien as provided in Section 88.861 RSMo.;

"Payment in Lieu of Taxes Account," the separate segregated account within the Special Allocation Fund into which Payments in Lieu of Taxes are to be deposited.

"Private Loans," private loans obtained by the Developer, or its successors, assigns or transferees, from third party private lending institutions to fund Reimbursable Project Costs. Financing Costs, as defined herein, relating to Private Loans, including interest thereon shall be a Reimbursable Project Cost.

"Private Project Improvements," shall have the meaning assigned in **Section 5**.

"Project Improvements," shall mean, collectively, the Private Project Improvements and the Public Project Improvements.

"Public Project Improvements," shall have the meaning assigned in **Section 5**.

"Redevelopment Plan," means the Parkville Market Place Tax Increment Financing Plan approved by the Board of Aldermen by Ordinance No. 2931 on December 19, 2017, and any amendments thereto.

"Redevelopment Project," as referenced in this Contract, means Redevelopment Project 2 of the Redevelopment Plan;

"Redevelopment Project Area," as referenced in this Contract, means Redevelopment Project Area 2 of the Redevelopment Plan;

"Redevelopment Project Cost Budget," the budget setting forth the Redevelopment Project Costs, and identifying those Redevelopment Project Costs to be funded or reimbursed in accordance with this Contract, attached hereto as **Exhibit F** and incorporated herein by reference.

"Redevelopment Project Costs," include the sum total of all reasonable or necessary costs incurred or estimated to be incurred in connection with the Redevelopment Plan and Redevelopment Project. Such costs generally include the following (with the estimated Redevelopment Project Costs for the Redevelopment Project set forth in **Exhibit F**):

(1) Costs of studies, surveys, plans and specifications;

(2) Professional service costs, including, but not limited to, architectural, engineering, legal, marketing, financial, planning or special services. Except the reasonable costs incurred by the City or Commission established in the Act for the administration of the Redevelopment Plan, such costs shall be allowed only as an initial expense which, to be recoverable, shall be included in the costs of the Redevelopment Plan and Redevelopment Project;

(3) Property assembly costs, including but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, and the clearing and grading of land;

(4) Costs of construction, rehabilitation and/or repair or remodeling of existing buildings and fixtures or any other public or private improvements;

(5) Cost of construction of public works or improvements;

(6) Financing Costs;

(7) All or a portion of a taxing district's capital cost resulting from the Redevelopment Project necessarily incurred or to be incurred in furtherance of the objectives of the Redevelopment Plan, to the extent the City, by written agreement, accepts and approves such costs;

(8) Relocation costs to the extent that the City determines that relocation costs shall be paid or are required to be paid by federal or state law; and

(9) Payments in Lieu of Taxes.

"Reimbursable Project Costs," the portion of Redevelopment Project Costs, which pursuant to the Redevelopment Plan and this Contract are to be funded or reimbursed with Payments in Lieu of Taxes, Economic Activity Taxes, or CID Sales Tax revenue as are set forth in the Redevelopment Project Cost Budget and elsewhere in this Contract. Reimbursable Project Costs include the portion of Redevelopment Project Costs incurred by City and, to the extent included in the Redevelopment Project Cost Budget as being funded or reimbursed with Payments in Lieu of Taxes or Economic Activity Taxes, Developer as a result of: preparing, reviewing and adopting the Redevelopment Plan or Redevelopment Project; designation of the Redevelopment Project Area; planning, financing, acquiring and constructing the Redevelopment Project; and any other work authorized by the Redevelopment Plan; the oversight of the construction of the Redevelopment Project, the implementation of the Redevelopment Plan, and the management of the Special Allocation Fund.

"Special Allocation Fund," the fund established by the City into which, as required by the Act, all Payments in Lieu of Taxes and Economic Activity Taxes from Redevelopment Project is deposited for the purpose of paying Reimbursable Project Costs.

"Tax Increment Financing," tax increment allocation financing as provided pursuant to the Act.

"Taxing Districts," any political subdivision of this state having the power to levy taxes on sales or property in the Redevelopment Area.

"TIF Revenue," Payments in Lieu of Taxes and Economic Activity Taxes and all interest earned on funds deposited in the Special Allocation Fund.

"Total Initial Equalized Assessed Value," that amount certified by the County Assessor which equals the most recently ascertained equalized land assessed value of each taxable lot, block, tract or parcel or real property within the Redevelopment Project Area immediately after the Ordinance approving such Redevelopment Project has been approved by the Board of Aldermen.

3. Redevelopment Area. The Redevelopment Area consists of the area legally described on **Exhibit A** attached hereto.

4. Redevelopment Project Area.

A. The Redevelopment Area consists of two (2) Redevelopment Project Areas designated as Redevelopment Projects 1 and 2, in accordance with the provisions of the Redevelopment Plan. The Redevelopment Project Area 2 is legally described in **Exhibit B**. The Redevelopment Project Area may only be changed, modified or amended in accordance with the Act.

B. Designation of Redevelopment Project Area. Tax Increment Financing with respect to the Redevelopment Project shall become effective only upon the approval thereof by an Ordinance of the Council (the "**Redevelopment Project Ordinance**") for the Redevelopment Project Area.

5. Project Improvements. In accordance with the Act and the terms and conditions of the Redevelopment Plan and this Contract, to ameliorate or satisfy those conditions which are the basis for eligibility and designation of the Redevelopment Area as a Blighted Area and otherwise eligible as a redevelopment area under the Act, Developer shall cause the Redevelopment Project Area to be redeveloped through the construction of the Project Improvements. The Project Improvements consist of: (A) the Private Project Improvements described in **Exhibit C** attached hereto and incorporated herein by reference, (the "**Private Project Improvements**"); and (B) the Public Project Improvements described in **Exhibit D** attached hereto and incorporated herein by reference (the "**Public Project Improvements**").

6. Redevelopment Schedule.

A. It is the intention of the parties that development activities for the Redevelopment Project be substantially commenced and completed on or before the estimated dates set forth on **Exhibit E**, as may be reasonably amended from time to time, attached hereto and incorporated herein by reference (the "**Redevelopment Schedule**"). Developer shall construct all Private Project Improvements and all Public Project Improvements, and shall complete all other development-related activities including, but not necessarily limited to land acquisition, design, land preparation, environmental evaluation and remediation, construction, management, maintenance and procurement of private financing in sufficient time to comply with the Redevelopment Schedule. Changes in the development program contemplated by the Redevelopment Plan that require a Redevelopment Plan amendment under the Act (as determined by City) shall be processed in accordance with the Act, and changes in the development program contemplated by the Redevelopment Plan that do not require a statutorily mandated Redevelopment Plan amendment shall be made by agreement of the parties hereto. The parties hereto recognize and agree that market, including tenant/user demand, and other conditions may affect the Redevelopment Schedule. Therefore, the Redevelopment Schedule is subject to change and/or modification, with the written approval of City, which shall not be unreasonably conditioned, delayed, or withheld.

B. Any amendment to the Redevelopment Plan that is approved by City as provided herein shall immediately operate and be deemed to be an amendment to the approved Redevelopment Schedule and the provisions of this Contract. In order to implement the Redevelopment Schedule, City will endeavor to facilitate the timely passage of the Redevelopment Project Ordinance referred to in **Section 4.B.** hereof. Developer shall render such reasonable aid and assistance as requested by City to insure favorable consideration of the Redevelopment Project Ordinance by the Board of Aldermen. City shall endeavor to expedite the approval of the Redevelopment Plan and the Land Use Approvals; provided, however, that nothing herein shall constitute or be deemed to be a waiver by City or the Board of Aldermen of its legislative authority. If as a result of solely the Developer's failure to timely complete its obligations under this Contract and provided that the City has fulfilled all of the terms of this Contract and provided that the delay has not been caused by an event not otherwise in control of the Developer, City may require Developer to appear before the Board of Aldermen to show cause why this Contract and the Redevelopment Plan or Redevelopment Project shall not be terminated in accordance with **Section 34** hereof.

7. Design and Construction of Public Project Improvements.

A. Developer's Duties. Developer shall cause all of the Public Project Improvements to be designed and constructed as follows:

(1) The Public Project Improvements shall be constructed in accordance with all Legal Requirements and such Developer Public Project Plans (as defined in **Section 7.A.(4)** below) as are approved by City in writing. Developer, with the assistance of City as requested, shall obtain all approvals and permits required by MoDOT, and any other entities or governmental departments specified by MoDOT, for the Public Project Improvements prior to the commencement of any construction for any Public Project Improvements requiring MoDOT approval. City agrees to cooperate in good faith to facilitate approval of the design, engineering and construction of the Public Project Improvements requiring approval by MoDOT, if any and by any other governmental entities or governmental departments.

(2) Reserved

(3) Timing of Public Project Improvements. Prior to the design, engineering, and construction of the Public Project Improvements, Developer shall submit to the City a proposed schedule for the Public Project Improvements. The City Engineer shall approve the schedule as presented or return the schedule with comments, to be resubmitted by Developer until approved by the City Engineer, and such approval shall not be unreasonably withheld. Once the schedule is approved by the City Engineer, City and Developer shall mutually approve and adopt such changes to the

Redevelopment Schedule as required to take into account the schedule for the Public Project Improvements approved by the City Engineer. Such changes to the Redevelopment Schedule shall be approved administratively, unless a statutorily mandated Redevelopment Plan amendment is required. The provisions of this **Section 7.A.(3)** and the schedule for the Public Project Improvements are subject to the provisions of **Section 9.C.** hereof.

(4) Design Phase. Developer shall meet with City staff regarding preliminary design of the Public Project Improvements to be constructed by Developer pursuant to this Contract and shall submit all preliminary design documents to City for approval before proceeding with the construction of the Public Project Improvements. On the basis of such approved preliminary design documents, Developer shall:

(a) Prepare detailed drawings, plans, design data, estimates, and technical specifications to show the character and scope of the work to be performed by contractors for all Public Project Improvements ("**Developer Public Project Plans**").

(b) Furnish to City for its review and approval copies of such Developer Public Project Plans and other documents and design data as may be required to secure approval of such governmental authorities as may have jurisdiction over design criteria applicable to the Public Project Improvements.

(c) Following review and approval of the Developer Public Project Plans, furnish the number of approval copies of the final Developer Public Project Plans for the Public Project Improvements as City may reasonably require.

(5) Utility Relocation. The parties agree that if costs are incurred associated with relocating the existing utilities, if any, from any existing public or private easement or from any existing right-of-way, as a result of construction of the Public Project Improvements, and such costs are not paid by a utility company, such costs shall be paid by Developer and are not the responsibility of City; regardless of whether such costs are included on **Exhibit F** attached hereto, such costs shall be a Reimbursable Project Cost.

(6) Inspections and Change Orders. City, or its designees, shall have the right to inspect, observe, and oversee the construction of all Public Project Improvements in order to ascertain and determine that the standards of City have been met.

(7) Dedication. Upon completion, inspection and approval of the Public Project Improvements by City or MoDOT, as applicable, Developer will dedicate the Public Project Improvements to City or MoDOT, as applicable, for its use, operation and maintenance. City shall be under no obligation to accept the

dedication or conveyance of any Public Project Improvement constructed pursuant to this Contract until it has been inspected and approved to the reasonable satisfaction of City. Upon written notice of the inspection and approval of the City's Director of Public Works, Developer agrees to convey all the Public Project Improvements to City or MoDOT, as applicable, free and clear of all liens and encumbrances or other obligations. Said conveyance shall be by appropriate document, and shall be sufficient, in the reasonable opinion of the City Attorney, to convey marketable title of record, as set forth in Title Standard 4 of the Missouri Bar.

(8) Insurance.

(a) General Provisions. Prior to commencing construction of the Public Project Improvements, and at all times until the Public Project Improvements are accepted by and dedicated to City or conveyed to MoDOT, as applicable, Developer shall obtain and keep in force, or cause the Developer's general contractor to obtain and keep in force, the following insurance and Developer shall file with City a certificate of insurance evidencing such insurance:

(i) Commercial General Liability: Commercial general liability insurance written on an occurrence basis including personal injury, bodily injury, broad form property damage, operations hazard, owner's protective coverage, contractual liability (with a cross liability clause), and products and completed operations liability, in limits not to exceed $1,000,000 inclusive per occurrence and $1,000,000 annual aggregate.

(ii) Automobile Liability: Minimum $1,000,000 combined single limit for bodily injury and property damage; applicable to owned, non-owned and hired automobiles.

(iii) Workers' Compensation: As required by state statute; if exempt, must submit letter stating the exemption; employer's liability $1,000,000 each occurrence.

(iv) Umbrella/Excess Liability: An umbrella or excess liability policy in the minimum amount of $5,000,000 each occurrence and aggregate; at least as broad as the underlying general liability, automobile liability and employer's liability.

(b) Endorsements. The following endorsements shall attach to the policy:

(i) The policy shall cover personal injury as well as bodily injury.

(ii) The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier’s standard endorsement as to bodily injuries, personal injuries and property damage.

(iii) Broad form property damage liability shall be afforded.

(iv) City shall be listed as an additional insured.

(v) Standard form of cross-liability shall be afforded.

(vi) The policy shall not be canceled or not renewed without thirty (30) days advance written notice (or ten (10) days advance notice if for nonpayment) of such event being given to City.

(c) Use of Contractors and Subcontractors. Developer shall not permit any contractor to commence or continue work until they shall have obtained or caused to be obtained a City business license and all insurance required under this Subsection (or such insurance requirement can be met by the general contractor’s insurance policy if the subcontractor is covered by same). Said insurance shall be maintained in full force and effect until the completion of construction of the Public Project Improvements, and acceptance of such Public Project Improvements by City or MoDOT (as used in this Subsection, **“Final Completion”**). Subject to MoDOT requirements, Developer shall send City not less than ten (10) days’ advance notice of Final Completion. City shall provide Developer with a detailed written notice of the reasons for objection to the Final Completion of the Public Improvements within such ten (10) day period. In the event no objections are received by Developer, Final Completion shall be deemed to have occurred on the date of Final Completion set forth in the Developer’s notice provided as set forth above. In the event objections are made by the City, Developer shall proceed to correct the deficiency in accordance with the Developer Public Project Plans and the foregoing procedure shall be repeated until the deficiency is corrected and the City approves the Final Completion in accordance with the foregoing procedure. Upon request of Developer, City shall provide verification in writing of Final Completion.

(d) Workers’ Compensation. Developer shall ensure that all contractors performing work for Developer obtain and maintain Workers’ Compensation Insurance for all employees, Developer shall cause all contractors to require subcontractors to provide Workers’ Compensation insurance for all subcontractor’s employees, in compliance with State laws, and to fully protect City from any and all claims arising out of occurrences during construction of the Public Project Improvements. Developer hereby indemnifies City for any damage resulting to it from failure of either Developer or any contractor to obtain and maintain such insurance. Developer further waives, and shall cause all contractors performing work for Developer to waive, its rights to subrogation with respect to any claim against the City for injury arising out of performance under this Contract. Developer shall cause all contractors to ensure that all subcontractors performing work for Developer waive, their rights to subrogation with respect to any claim against City for injury arising out of performance under this Contract. Developer shall provide City with a certificate of insurance indicating Workers' Compensation coverage prior to commencing construction of the Public Project Improvements, and shall cause such insurance to be maintained at all times that any work on the Public Project Improvements is being performed until Final Completion.

(e) Bonds; Assignment of Warranty. Developer shall provide, or cause to be provided, or cause its contractor to provide the following bonds and assignment of warranty for the Public Project Improvements and all other public infrastructure improvements that are constructed by Developer and dedicated to City. Developer shall comply with MoDOT requirements for bonds regarding work performed in MoDOT right of way.

(i) Performance Bond and Payment Bond. Prior to commencement of construction and ending upon the completion of construction of the Public Project Improvements and acceptance of such Public Project Improvements by the City in accordance with adopted City engineering standards and requirements (as used in this Subsection, **"Final Completion"**), Developer shall maintain or cause to be maintained or cause its contractor to maintain a performance and payment bond in a form as approved by the City Engineer, in an amount equal to the cost of the Public Projects Improvements covered by such bond, as reasonably determined by the City Engineer, conditioned upon the faithful performance of the provisions, terms and conditions of the construction contract. The performance and payment bond shall name City as obligee and copies of certificates of such bond shall be delivered to City. No other party shall be named as a co-obligee on any of such bonds except with the prior written consent of City.

(ii) Assignment of Contractor's Warranty. Prior to acceptance and dedication of the Public Projects Improvements, Developer shall assign, in a form reasonably approved by the City Attorney, general contractor's warranty for the Public Projects Improvements, which warranty shall be in effect for a term of one (1) year from the date of Final Completion as defined in Subsection (i) above for such Public Projects Improvements.

(iii) Maintenance Bond. Prior to acceptance and dedication of the Public Projects Improvements by the City, Developer shall provide or cause to be provided or cause its contractor to provide a maintenance bond, for a term of two (2) years as required by the City's adopted regulations for public works projects.

(iv) Indemnity for Failure to Provide Bonds. Developer shall indemnify City and its officers and employees for any damage resulting to City, its officers or employees from failure of Developer to provide the bonds set forth in this Section.

(9) City Inspector. City shall cause a qualified and authorized inspector to be present at reasonable times during the construction of the Public Project Improvements to facilitate the resolution of construction decisions arising in the field.

8. Design Criteria and Review Procedures for Private Project Improvements.

A. The construction plans, site plans and building elevations for the Private Project Improvements shall conform to the requirements of the Land Use Approvals for the Redevelopment Project. In order to insure that the Private Project Improvements and their construction will be in accordance with the provisions of this Contract, and in substantial agreement with proposals made by Developer to City, the parties agree as follows:

(1) The Developer shall comply with and/or follow controls and design criteria in the Land Use Approvals relating to exterior improvements that defines and visually represents the exterior finishes and signage allowed for individual tenants, street furniture, lighting and other similar features to be used throughout the development (hereinafter the "**Design Criteria**").

(2) City shall have the absolute right, in its sole judgment and discretion at any time to the extent allowed by State law or the City's ordinances, to approve a variance from conformance to, or a waiver of compliance with, the Land Use Approvals relating to exterior improvements, or to eliminate any one or more of such requirements in connection with the approval or disapproval of the above construction plans or changes thereto, subject to all applicable City ordinance provisions.

(3) Subsequent to commencement of the Private Project Improvements and until said Private Project Improvements have been completed, Developer shall be subject to inspection by representatives of City as described in **Section 9.A.** hereof and as required by Legal Requirements.

(4) Unless otherwise provided by law, neither City, nor any officer, director, commissioner, member, employee or agent of the same, shall be liable to Developer with respect to construction plans or modifications submitted for approval, nor for any other action in connection with its or their duties hereunder.

9. Control of Project.

A. Construction. Except as otherwise provided in this Contract, Developer shall have complete and exclusive control over construction of the Developer Controlled Improvements, subject, however, to all Legal Requirements. As to all parts of the Redevelopment Project, Developer hereby grants to City, its agents and employees the right to enter following reasonable advance notice at reasonable times for the purpose of inspecting the Redevelopment Project.

B. Dedication of Right of Way. Developer shall dedicate all necessary rights-of-way located within the boundaries of the Redevelopment Project Area to City. Developer shall dedicate the real property necessary for construction of the Public Project Improvements to City at no cost to City. Developer shall convey, at no cost to City, the necessary rights of way located within the boundaries of the Redevelopment Project Area to MoDOT and convey the real property necessary for construction of the Public Project Improvements to MoDOT. To the extent that Developer does not dedicate any portion of the Redevelopment Project Area to MoDOT, Developer agrees that any portion not dedicated to MoDOT shall, at the option of City, be conveyed to City (or such third party as City may approve) by Special Warranty Deed free and clear of all liens and encumbrances.

C. Certificates of Substantial Completion. The City shall issue a certificate of substantial completion at such time that the Public Project Improvements are sufficiently complete in accordance with the applicable construction specifications so that the Public Project Improvements are functional and can be utilized for their intended use (herein **"Substantial Completion"**); provided that, the City has received all required approvals, licenses, and other documents from any other governmental authority having jurisdiction over the Public Project Improvements. Developer shall send City not less than ten (10) days' advance notice of Substantial Completion of the Public Project Improvements. City shall provide Developer with a detailed written notice of the reasons for objection to the Substantial Completion of the Public Project Improvements within such ten (10) day period. In the event no objections are received by Developer, Substantial Completion shall be deemed to have occurred on the date of Substantial Completion set forth in the Developer's notice provided as set forth above. In the event objections are made by the City, Developer shall proceed to correct the deficiency in accordance with the Developer Public Project Plans and the foregoing procedure shall be repeated until the deficiency is corrected and the City approves the Substantial Completion in accordance with the foregoing procedure. Upon request of Developer, City shall provide verification in writing of Substantial Completion.

D. Maintenance and Repair. Developer, at its sole cost and expense, at all times shall (1) maintain and operate Developer Controlled Improvements, but not City or State owned Public Project Improvements, like other similarly situated commercial developments, (2) timely make all necessary repairs to and replacements and restorations of all parts of the Developer Controlled Improvements, (3) keep the Developer Controlled Improvements in good condition, repair and appearance, and (4) maintain casualty insurance on the Developer Controlled Improvements in an amount equal to the full replacement value thereof and provide City with evidence of such insurance upon demand.

Unless Developer has agreed to fulfill such obligations, Developer shall use its best efforts to contractually obligate any tenant, purchaser, transferee, developer, manager, contractor or subcontractor ("**User**") to comply with the provisions of this **Section 9.D.** for its respective portion of the Private Improvements. Developer shall enforce the provisions of this **Section 9.D.** in a commercially reasonable manner (which shall not require Developer to litigate). Developer hereby agrees that every lease, sales contract or other contract regarding the Redevelopment Project Area entered into following the effective date of this Contract shall indicate the responsibility of the Developer or User to fulfill **Section 9.D**. Developer shall use commercially reasonable efforts to enforce such contract rights (which shall not require Developer to litigate).

10. Certificate of Completion and Compliance.

A. Upon the completion of construction of the Redevelopment Project, Developer shall submit a report certifying that the Project Improvements contained therein have been completed in accordance with the Redevelopment Plan and that it is in material compliance with all other provisions of this Contract. Developer shall, as part of its report, submit its certificate setting forth on an aggregate basis and to Developer's knowledge, a reasonable estimate of (1) the total cost of completing the Project Improvements; (2) Redevelopment Project Costs incurred which are eligible for reimbursement pursuant to the Redevelopment Plan; and (3) the actual private equity and debt used to complete the Project Improvements.

B. Upon Developer's request, City will conduct an investigation, and if City determines that the Redevelopment Project or any portion thereof has been completed in material accordance with the Redevelopment Plan, as evidenced by a Certificate of Substantial Completion where appropriate and other applicable Legal Requirements, and that as of the date of the request, all of Developer's duties pursuant to this Contract have been performed, then it shall issue a Certificate of Completion and Compliance. If City determines that the Redevelopment Project or any portion thereof which is the subject of an investigation or review under this **Section 10.B.** has not been completed in material accordance with the Redevelopment Plan, or that Redevelopment Project Costs have not been incurred as certified, or that Developer is not in material compliance with the terms of this Contract, then it shall not issue a Certificate of Completion and Compliance and shall specify in writing the reason or reasons for withholding its certification. Upon request of Developer, City shall hold a hearing at which Developer may present new and/or additional evidence.

(1) The issuance of a Certificate of Completion and Compliance by City shall be a conclusive determination of the satisfaction of the covenants in this Contract with respect to the obligations of Developer to complete the Project Improvements within the dates for the beginning and completion thereof, but shall not prevent City from future action in the event of any subsequent default by Developer in the performance of any of its other obligations under this Contract.

(2) Each such certificate issued by City shall contain a description of the real property affected thereby and shall be in such form as will enable it to be accepted for recording in the Office of the Recorder of Deeds for Platte County, Missouri.

The City shall respond within fifteen (15) days to all requests by Developer for the issuance of a certificate or hearing under this Section.

11. Financing Plan.

A. Within ninety (90) days after the Effective Date, Developer shall submit to City a financing plan for the financing of the Redevelopment Project setting forth (1) the anticipated sources of funds to pay Redevelopment Project Costs, and (2) the anticipated type and term of the sources of funds to pay said Redevelopment Project Costs (the "**Financing Plan**") for City's review and approval, which approval will not be unreasonably withheld. Before or after City approval, Developer shall immediately notify City of any material changes in the information affecting the Financing Plan for City's review and approval, which approval will not be unreasonably withheld.

B. Concurrently with delivery of the items described in **Section 11.A.** above, Developer will deliver to City its certificate stating that to the best of its knowledge and belief; (1) such sources of funds and financing commitments will enable Developer to timely implement the Redevelopment Project by constructing the Project Improvements contained therein; (2) the information and statements contained therein, taken as a whole, are accurate in all material respects and complete for the purposes for which used and made; (3) the information and statements contained therein do not fail to state any material facts necessary in order to make the statements or representations made therein, in light of the circumstances under which they were made, not misleading. Developer's warranties and representations as set forth herein shall be deemed to be ongoing until termination or expiration of this Contract.

12. Funding Sources and Uses of Funds.

A. Private Funds. Developer shall construct the Private Project Improvements and the Public Project Improvements with private funds. Developer shall advance all Private Funds necessary to construct the Private Project Improvements and the Public Project Improvements. The private funds will be derived from a combination of Developer's equity or equity investment provided by third parties, and debt incurred by Developer or third parties (hereinafter the "**Private Funds**").

B. Community Improvement District. Developer shall cause valid petitions for the formation of two Community Improvement Districts ("**CIDs**") with boundaries that include the Redevelopment Project Area to be filed with the Board of Aldermen, along with all evidence, drawings, affidavits and any other supporting documentation required by the CID Act.

(1) CID Sales Tax. In accordance with the CID Act, each CID will take all steps necessary, and as expeditiously as possible, to impose the CID Sales Tax on all retail sales in the CID area.

(2) Capture of CID Sales Tax Revenue as EATs. Following the activation by Ordinance of the Redevelopment Project and Redevelopment

Project Area, the CID Sales Tax will be an Economic Activity Tax. As such, subject to the calculation of Economic Activity Taxes as defined in the Act, approximately fifty percent (50%) of the revenues generated by the CID Sales Tax occurring within the Redevelopment Project Area will be directed to the Special Allocation Fund. All Redevelopment Project Costs which are included within the definition of "projects" in the CID Act will also be declared as Reimbursable Project Costs.

(3) CID Cooperative Agreements. The parties will enter into a contract (the "**CID Cooperative Agreement**") with each CID that shall specify the rights, duties and obligations of the City, Developer and CIDs with respect to the operation and management of the CIDs and the use of the CID Sales Tax revenues. The CID Cooperative Agreements shall include, without limitation, provisions granting City (1) the right to review and reasonably approve all budgets (capital or operating) of the CIDs prior to adoption thereof by the CIDs, (2) the right to appoint a majority of the members of the CID Board of Directors for one of the CIDs, and (3) such other provisions as City shall reasonably determine to be necessary for the CIDs' role in the implementation and funding of the Redevelopment Project. The contracts shall further provide that at least one of the CIDs shall pledge that portion of the CID Sales Tax revenue not captured as EATs to the payment of Reimbursable Project Costs, subject to the limitations of the CID Act.

13. Conditions Precedent to Developer's Duties. Developer's obligations hereunder are expressly conditioned upon the occurrence of each of the following events:

A. City approval of the Financing Plan pursuant to **Section 11** hereof.

B. The establishment of the CIDs, approval and execution of the CID Cooperative Agreements, and the imposition of the CID Sales Tax by each CID.

C. City approval of all Land Use Approvals applications, provided such approvals are in such form as are satisfactory in the sole discretion of Developer, required for implementation of the Redevelopment Project.

D. Developer obtaining the financing substantially in accordance with the terms set forth in the Financing Plan, provided such financing is deemed satisfactory in the sole discretion of Developer to implement the Redevelopment Project.

E. MoDOT approval of construction plans for Public Project Improvements to be owned by MoDOT, including all right-of-way and easement acquisition.

F. MoDOT approval of all construction plans for all improvements within the MoDOT right-of-way.

By commencing construction, which for purposes of this clause means the pouring of footings and foundations, for any of the Private Project Improvements, Developer shall be deemed to have agreed that all of the foregoing conditions precedent in this **Section 13** have been satisfied or, to the extent not so satisfied, Developer shall be deemed to have waived all such conditions precedent. City and Developer agree to use good faith efforts and cooperate with and assist each other in accomplishing all of the foregoing conditions precedent on or before the date set forth above.

14. Conditions Precedent to City's Duties. City's obligations hereunder are expressly conditioned upon the occurrence of each of the following events:

A. Developer submitting petitions for establishment of the CIDs, approval and execution of the CID Cooperative Agreements, and the imposition of the CID Sales Tax by each CID.

B. City approval of the Financing Plan pursuant to **Section 11** hereof.

C. Developer obtaining the financing substantially in accordance with the terms set forth in the Financing Plan, provided such financing is deemed satisfactory in the sole discretion of Developer to implement the Redevelopment Project.

D. MoDOT approval of construction plans for Public Project Improvements to be owned by MoDOT, including all right-of-way and easement acquisition.

E. MoDOT approval of all construction plans for improvements within the MoDOT right-of-way.

F. City approval of all Land Use Approvals applications required for implementation of the Redevelopment Project.

G. Developer closing on acquisition of all properties within the Redevelopment Project Area.

City and Developer agree to use good faith efforts and cooperate with and assist each other in accomplishing all of the foregoing conditions precedent.

15. Payments in Lieu of Taxes.

A. Pursuant to the provisions of the Redevelopment Plan and the Act, including, but not limited to, Section 99.845 thereof, when Tax Increment Financing is established by Ordinance for a Redevelopment Project Area, the real property located therein is subject to assessment for annual Payments in Lieu of Taxes. Payments in Lieu of Taxes shall be due November 30 of each year in which said amount is required to be paid and will be considered delinquent if not paid by December 31 of each such year or as otherwise determined by applicable law. The obligation to make said Payments in Lieu of Taxes shall be a covenant running with the land for the duration of the Redevelopment Plan (and any renewal periods thereof) and shall create a lien in favor of City on each such tax parcel as constituted from time to time and shall be enforceable against Developer and its successors and assigns in ownership of property in the Redevelopment Project Area.

B. Failure to pay Payments in Lieu of Taxes as to any property in the Redevelopment Project Area shall constitute a default by the owner, assignee, and/or tenant of such property (but not the Developer in the event Developer is not the owner of such property) of the provisions of **Section 34** hereof, and shall entitle City, the County Collector or any other government official or body charged with the collection of any such sums (any one or more of such persons hereinafter individually or collectively referred to as the "**Collection Authority**") to proceed against such property and/or the tenant or the owner thereof (but not Developer in the event Developer is not the owner of such property) as in other delinquent property tax cases or otherwise as permitted at law or in equity, and, if applicable, such failure shall entitle the Collection Authority to seek all other legal and equitable remedies it may have to ensure the timely payment of all such sums; provided, however, that the failure of any property in the Redevelopment Project Area to yield sufficient payments in lieu of taxes because the increase in the current equalized assessed value of such property is or was not as great as expected, shall not by itself constitute a breach or default. Promptly upon the designation and approval of the Redevelopment Project Ordinance, City shall use all reasonable and diligent efforts to promptly notify the County Assessor, County Collector, the City Treasurer and all other appropriate officials and persons and seek to assess the property within the Redevelopment Project Area as described in the Act and fully collect the Payments in Lieu of Taxes and implement reimbursement of Reimbursable Project Costs as provided in this Contract and in the Redevelopment Plan.

C. Notwithstanding anything to the contrary, herein, the lien on property within a Redevelopment Project Area shall be deemed (1) released as to any public street or other public way included within any plat proposed by Developer, effective upon the passage of an Ordinance by City approving the same, and (2) subordinated to the lot lines, utility easements and other similar matters established by any such plat, effective upon the passage of Ordinance by City as aforesaid, and to any easement or like interests granted to City or any public utility for public facilities or utilities or connection(s) thereto.

16. Economic Activity Taxes. In addition to the Payments in Lieu of Taxes described herein, and pursuant to Section 99.845.3 of the Act, Economic Activity Taxes shall be allocated to, and paid by the collecting officer, who shall be the City, as hereinafter provided, to the City Treasurer or other designated financial officer of City, who shall deposit such funds in the Economic Activity Account within the Special Allocation Fund. Following the approval of the Redevelopment Project, for as long as the Redevelopment Project Area is subject to Tax Increment Financing, Economic Activity Taxes shall be determined in accordance with the following procedures (subject, however, to the provisions of Section 99.835 of the Act):

A. Documentation of Economic Activity Taxes. So long as Developer owns the subject property within the Redevelopment Project Area, Developer shall use commercially reasonable efforts to include the provisions as specified in **Section 25** hereof in all lease documents with tenants located at such subject property within the Redevelopment Project Area requiring said sales tax information to be provided to City. Developer shall use commercially reasonable efforts to include a similar provision in all sales contracts with purchasers of property located in the Redevelopment Project Area requiring said sales tax information to be provided to City. So long as Developer owns the subject property within the Redevelopment Project Area, Developer shall use commercially reasonable efforts to enforce said provisions with respect to such subject property (which shall not require Developer to litigate), and Developer shall use commercially reasonable efforts to provide that each such lease or sales contract provide that City is an intended third party beneficiary of such provisions and has a separate and independent right to enforce such provisions directly against any such tenant or purchaser. City shall comply with all applicable state laws limiting disclosure of sales tax information related to individual business provided to the City as documentation of Economic Activity Taxes.

B. Certification by City. City, following reasonable research and investigation, using independent consultants, accountants and counsel shall certify the nature and amount of Economic Activity Taxes payable by each Taxing District from which Economic Activity Taxes are due, or as otherwise required by the procedures and requirements of the Taxing District from time to time established. Upon written request from Developer or Taxing District, City shall provide its certification of Economic Activity Taxes due to the governing body of each such Taxing District.

17. Special Allocation Fund. The City Treasurer shall establish and maintain the Special Allocation Fund which shall contain two (2) separate segregated accounts. Payments in Lieu of Taxes shall be deposited into the Payment in Lieu of Taxes Account within the Special Allocation Fund. Economic Activity Taxes, including the EATS portion of the CID Sales Taxes, shall be deposited into the Economic Activity Account within the Special Allocation Fund. Payments in Lieu of Taxes and Economic Activity Taxes so deposited and any interest earned on such deposits will be used for the payment of Reimbursable Project Costs and for the distribution to the Taxing Districts, in the manner set forth in the Redevelopment Plan and this Contract.

18. Disbursements from Special Allocation Fund. Disbursements from the Special Allocation Fund will be made in the following manner and order of priority:

A. Payment of fees and expenses incurred by the City in the administration of the Redevelopment Plan, the Redevelopment Project, and this Contract as detailed in **Section 43.A.** hereof, to the extent not reimbursed pursuant to the Funding Agreement referenced in **Section 43** hereof;

B. Reimbursement to the Southern Platte Fire Protection District and the Southern Platte County Ambulance District (of one-half of the Payment in Lieu of

Taxes associated with those particular Taxing Districts) pursuant to Section 99.848 of the Act.

C. Payment of the City Capital Cost Payment.

D. Reimbursement of Reimbursable Project Costs.

19. Reimbursable Project Cost Certification.

A. Request for Certification. Developer shall have the right to submit requests for certification for the line items and within the budget amounts identified on **Exhibit F** hereof as reimbursable expenses, and including Financing Costs incurred by Developer relating to Private Loans obtained to fund Reimbursable Project Costs. Developer shall submit its request for certification of Reimbursable Project Costs incurred within one hundred twenty (120) days of incurring such costs. For all Reimbursable Project Costs incurred by Developer prior to the execution of this Contract, such Reimbursable Project Costs shall be submitted for certification within one hundred twenty (120) days from the date of execution of this Contract. Upon presentation to City of an application for certification of Reimbursable Project Costs which details Reimbursable Project Costs paid in accordance with this Contract and the Redevelopment Plan, together with such supporting documentation in a format as stipulated by the City (including copies of invoices, canceled checks, receipts, lien waivers, and such other supporting documentation as City shall reasonably require) as City shall reasonably determine to be necessary (the "**Reimbursement Request**"), City shall review, verify and confirm the information included in the Reimbursement Request. The Reimbursement Request shall (1) identify each item of Reimbursable Project Cost by line item category in the Redevelopment Project Cost Budget for the Redevelopment Project separately, (2) aggregate all costs in the Reimbursement Request by line item category as set forth in the Redevelopment Project Cost Budget for the Redevelopment Project or elsewhere in this Contract, (3) include a report setting forth the total amount, by line item category from the Redevelopment Project Cost Budget for the Redevelopment Project, of all Reimbursable Project Costs set forth in the then-current Reimbursement Request and all prior Reimbursement Requests approved by City or for which approval is pending, and (4) include a report setting forth the percentage of work, by line item category from the Redevelopment Project Cost Budget for the Redevelopment Project, completed as of the date of the current Reimbursement Request. Notwithstanding anything contained herein to the contrary, Developer shall be entitled to transfer amounts among each line item category in **Exhibit F** so long as Developer does not (a) exceed the aggregate of the Total Reimbursable Project Costs, (b) transfer to line items that are not approved for Tax Increment Financing funds, or (c) result in any additional fees or payments directly to Developer. If City determines that: (i) the Reimbursement Request accurately reflects Reimbursable Project Costs paid in accordance with this Contract and the Redevelopment Plan and (ii) the Reimbursable Project Costs for which certification is requested (considered in combination with all prior amounts certified for the same cost category or item, as applicable) are in accordance with the Redevelopment Project Cost Budget for the Redevelopment Project (subject to the foregoing sentence), it shall approve and certify the

Reimbursement Request. If City, pursuant to its review of such Reimbursement Request and supporting documentation, determines that any portion of the request for reimbursement should not be approved, it shall promptly state the reasons for such disapproval to Developer. Any such disapproval may be appealed by Developer to the Board of Aldermen, which shall upon Developer's request hold a hearing at which Developer may present new and/or additional evidence. No Reimbursement Request will be approved if it causes the total Reimbursable Project Costs to exceed the Redevelopment Project Cost Budget without the formal approval by Board of Aldermen of an amended and restated **Exhibit F** reflecting such an increase. Each Reimbursement Request for Developer Reimbursable Project Costs shall be approved administratively, and no action of the Board of Aldermen shall be required to approve such Reimbursement Request. All Reimbursement Requests and Draw Certificates for City Reimbursable Project Costs may be approved by the City Treasurer and Developer shall not be required to approve or consent to any such Reimbursement Request for City Reimbursable Project Costs prior to the disbursement of funds to City. The City shall respond within a reasonable time period not to exceed thirty (30) days to all requests by Developer for approval under this **Section**.

B. Cost Allocation Across Line Items. Developer shall, in each Reimbursement Request, identify the specific line item within the Redevelopment Project Cost Budget as to which each Reimbursable Project Cost for which certification is requested is assigned. Subject to the provisions in **Section 19.A.** herein, savings in the amount expended with respect to any specific line item in the Redevelopment Project Cost Budget may be used to fund cost overruns in another line item of the Redevelopment Project Cost Budget.

C. Payment of Interest Expenses

(1) Third Party Borrowing. In the event Developer incurs Financing Costs on amounts Developer was loaned to finance and pay for Reimbursable Project Costs from a "non-Affiliate" third party in an arms-length transaction, City shall reimburse Developer as a Reimbursable Project Cost the actual Financing Costs incurred and certified pursuant to **Section 19**. For purposes of calculating interest expenses, Developer shall certify its interest expense pursuant to **Section 19** as a separate line item expense. For the month in which interest expense is initially incurred with respect to any advance of funds, the interest expense shall accrue from the 15^{th} day of the month incurred for costs certified from the 1^{st} through the 14^{th} day of a month and from the last day of the month incurred for costs certified after the 15^{th} day of a given month.

(2) Affiliate Borrowing. In the event Developer incurs Financing Costs on amounts Developer was loaned to finance and pay for Reimbursable Project Costs from an Affiliate of Developer, City shall reimburse Developer as a Reimbursable Project Cost with the actual Financing Costs incurred and certified pursuant to this **Section 19**. Financing Costs under this **Section 19.C.(2)** shall not exceed the lesser of (i) the lowest rate at which any Affiliate of Developer, loans any funds to any other first tier Affiliate of Developer for any purpose, (ii)

the actual lowest cost of funds at which an Affiliate of Developer is able to borrow funds for its corporate purposes from time to time, or (iii) the rate at which the Developer could have acquired private financing from a non-Affiliate lender. For purposes of calculating interest expenses, Developer shall certify its interest expense pursuant to this **Section 19** as a separate line item expense, and as part of such certification Developer shall certify to City the actual lowest cost of funds at which any Affiliate of Developer is able to borrow funds for its corporate purposes as of the date such interest was incurred. For the month in which interest expense is initially incurred with respect to any advance of funds, the interest expense shall accrue from the 15th day of the month incurred for costs certified from the 1st through the 14th day of a month and from the last day of the month incurred for costs certified after the 15th day of a given month.

(3) Interest on Developer Equity – Project Improvements. In the event Developer finances a portion of the Reimbursable Project Costs associated with the Project Improvements with equity, Developer shall receive as a Reimbursable Project Cost, in addition to the return of its equity, interest on said equity as and from the date the equity was advanced at the same rate charged to Developer by its lender for debt financing. For purposes of calculating interest expense on Developer advanced equity, Developer shall certify its interest expense pursuant to this **Section 19** as a separate line item expense. For the month in which equity is initially advanced, the interest expense shall accrue from the 15th day of the month for equity advanced from the 1st through the 14th day of a month and from the last day of the month for equity advanced after the 15th day of a given month.

(4) Limit on Total Interest Expense. Notwithstanding any other provision in this **Section 19.C.** or elsewhere in this Contract, the total amount of interest expense to be reimbursed to the Developer for the Redevelopment Project from TIF Revenue (including that portion of CID Revenue deposited in the Special Allocation Fund) shall not exceed $2,711,280.

20. Payment of Project Costs - “As Collected” Basis. The Reimbursable Project Costs shall be reimbursed from the Special Allocation Fund on an “as collected” basis. Developer shall present to the City a Reimbursement Request for the City’s certification pursuant to the procedure set forth in **Section 19**. The City shall disburse to Developer sufficient proceeds from the Special Allocation Fund, to the extent such funds are available in the Special Allocation Fund, to pay those amounts identified on the certified Reimbursement Request within thirty (30) days following City’s certification of such Reimbursement Request. City shall have the right to require lien releases (full or partial) and such other releases and documents as City may reasonably require prior to authorizing any such disbursement.

21. Cost Overruns. The Project Improvements shall be constructed in substantial accordance with the Redevelopment Project Cost Budget attached hereto as **Exhibit F**. In no event shall the aggregate total of the Reimbursable Project Costs that is to be paid for in whole or in part from the Special Allocation Fund exceed the

aggregate of the Total Reimbursable Project Costs set out on **Exhibit F**, and if and to the extent that the Reimbursable Project Costs, exceed the Redevelopment Project Cost Budget in the aggregate then, Developer, subject to its right to seek to amend the Redevelopment Plan or this Contract, shall pay and be responsible for such Reimbursable Project Costs that exceed the Redevelopment Project Cost Budget in the aggregate.

22. Full Assessment of Redevelopment Project Area. After all Reimbursable Project Costs have been paid, payment of all Redevelopment Project Costs and distribution of any excess moneys pursuant to Section 99.845 and 99.850 of the Act, but not later than twenty-three (23) years from the adoption of the Redevelopment Project Ordinance, City shall adopt an Ordinance dissolving the Special Allocation Fund and terminating the designation of the Redevelopment Project Area as a redevelopment area under the Act (the "**Termination Ordinance**"). From that date forward, all property in the Redevelopment Project Area shall be subject to assessments and payment of all ad valorem taxes, including, but not limited to, City, State, and County taxes, based on the full true value of the real property and the standard assessment ratio then in use for similar property by the County Assessor. After the adoption of the Termination Ordinance, the Redevelopment Project Area shall be owned and operated by Developer free from the conditions, restrictions and provisions of the Act, of any rules or regulations adopted pursuant thereto, of the Ordinance, of the Redevelopment Plan, and of this Contract, except as otherwise set forth herein or therein.

23. Maximum TIF Reimbursement Reduction. Upon the City's request within three (3) months after the issuance of a Certificate of Completion and Compliance, Developer shall update each of the numbers in the form titled "Pro Forma With Public Incentives" included in Exhibit 8 of the Redevelopment Plan ("**Equity IRR Formula**") that are capable of being updated and provide the City with such updated Equity IRR Formula, along with evidence of such updated costs, revenues and other figures to the reasonable satisfaction of the City.

A. If the updated Equity IRR Formula produces a projected equity internal rate of return to the Developer that exceeds sixteen percent (16%), the maximum amount of TIF Revenue available for reimbursement of Developer hereunder shall be reduced so that the Equity IRR Formula produces a projected equity internal rate of return to the Developer that is equal to sixteen percent (16%).

B. If the updated Equity IRR Formula produces a projected equity internal rate of return to the Developer that does not exceed sixteen percent (16%), the maximum amount of TIF Revenue available for reimbursement of Developer hereunder shall not be reduced.

C. Thereafter, the maximum amount of TIF Revenue available for reimbursement of Developer hereunder shall not be subject to further review or adjustment.

24. Tenant Approvals and Prohibitions.

A. The Developer shall have complete and exclusive control over the leasing or sales of property that it owns within the Redevelopment Project Area including, without limitation, the fixing of rentals and the selection or rejection of users; provided, however, that the City prohibits certain uses and shall have the right to review and approve the following Tenants within the Redevelopment Project Area:

(1) Existing Users in the City. Without the approval of the City, which approval shall not be unreasonably withheld, the Developer shall not cause the relocation of a tenant into the Redevelopment Project Area, which is then open and operating one or more facilities in the City and then ceases to operate at least the same number of existing facilities within two (2) years of the opening of the new facility within the Redevelopment Project Area.

(2) Restaurants. Without City approval, which approval shall not be unreasonably withheld, the Developer shall not lease or sell more than one (1) of the lots in the Redevelopment Project Area to a Fast Food Restaurant as hereinafter defined. For the purpose of this section a Fast Food Restaurant shall be defined as a restaurant with all of the following characteristics:

(a) A “drive through” window;

(b) Less than 15 tables for the service of customers;

(c) No menu items in excess of $8.00;

(d) No waiter or waitress service; and

(e) No Liquor, wine or beer sales.

(3) Surplus or Second Hand Stores. Without City approval, which approval shall not be unreasonably withheld, the Developer shall not lease or sell any of the Redevelopment Project Area to a store whose primary business is the sale of used or second hand merchandise, a thrift shop, or a flea market.

(4) Gasoline Station/Convenience Stores. Without City approval, the Developer shall not by sale or lease locate a gasoline station/convenience store in the Redevelopment Project Area. For the purpose of this section a gasoline station/convenience store shall be defined as a facility where gasoline, diesel fuel and oil may be dispensed at retail with no automobile repair facilities. Uses may also include the sale of cold drinks, packaged foods, tobacco and similar household convenience goods for station customers.

(5) Auto Repair Businesses or Lube Shops. Without City approval, which approval shall not be unreasonably withheld, the Developer shall not lease or sell any of the lots in the Redevelopment Project Area to a store whose primary business is as an automobile repair or lube shop or similar business that includes garage doors as a primary feature of its facility.

(6) Adult Businesses. The Developer shall not sell or lease for any of the lots in the Redevelopment Project Area to an adult business as defined in Section 650.005 of the City's Municipal Code of Ordinances.

(7) Non-Sales Tax Generating Businesses. The Developer shall not, without City approval, sell or lease for development more than 2,000 square feet of finished first (1st) floor space in the Redevelopment Project Area to non-sales tax generating businesses such as office uses or fitness centers.

25. Lease of Project Property.

A. Developer, or any third party, may lease real property within the Redevelopment Project Area. With regard to leases entered into following the Effective Date of this Contract, Developer shall use commercially reasonable efforts to insert in any such lease, and shall use commercially reasonable efforts to cause any third party to insert language reasonably similar to the following and shall use commercially reasonable efforts to have such Developer-lease signed by the lessee indicating acknowledgment and agreement to the following provision:

Economic Activity Taxes and Community Improvement District Taxes

Tenant acknowledges that the Leased Premises are a part of a Tax Increment Financing district (**"TIF District"**) created by the City and that certain taxes generated by Tenant's economic activities, including sales taxes, will be applied toward the costs of certain improvements for the Development. In addition, Tenant acknowledges that the Shopping Center (including Tenant's Premises) are or may become within the area of up to two Community Improvement Districts ("**CIDs**") which will each have the power to impose a sales tax on any retail sales generated within Tenant's Premises. Upon request of the City, Tenant shall forward to the City copies of Tenant's State of Missouri sales tax returns for its property located in the TIF District when and as they are filed with the Missouri Department of Revenue, and, upon good cause shown, shall provide such other reports and returns regarding other local taxes generated by Tenant's economic activities in the TIF District and/or the City which will permit the City to administer the TIF as well as the CIDs.

Tenant shall provide to Landlord upon Landlord's request a certification to the City that this Lease includes the provisions of preceding paragraph.

Tenant represents and warrants that its business is not currently located in the City within the meaning of the TIF Act. Tenant acknowledges that if Tenant's business is currently located within the City within the meaning of the TIF Act or the TIF Contract and the business will be relocated from its current location within the City, this Lease shall not be effective unless the Board of Aldermen approves the relocation, in addition to any other required approvals. Tenant acknowledges that the City is a third-party beneficiary of the obligations in this Section, and that the City may enforce these obligations in any manner provided by law.

Failure of Developer to require that such restrictions be placed in any such lease shall in no way modify, lessen or diminish the obligations and restrictions set forth herein relating to the Redevelopment Project Area. The City shall comply with all applicable state laws limiting disclosure of sales tax information related to individual businesses provided to the City as documentation of Economic Activity Taxes.

26. Sale or Disposition of Project Property.

A. Purchasing Entity. As a condition precedent to: (1) the transfer of any property interest within the boundaries of the Redevelopment Project Area to any transferee, other than a Lender or a party under any sale or lease of a pad site parcel for the construction thereon of improvements to be used by the purchaser or lessee of the parcel or its affiliate or borrower (such as the sale, lease, or transfer of a pad site retail building area for the construction and operation thereon, or (2) any transfer and assignment of Developer's obligations as set forth in **Sections 29 and 32** hereof, the Developer shall require the transferee or assignee to comply with the requirements of the Redevelopment Plan and the obligations set forth in this Contract. As a condition to the City granting consent, the City may require the transferee or assignee to expressly assume in writing the obligations of Developer hereunder. Notwithstanding the foregoing, no consent will be required for the sale of any building after construction of the building is completed. Upon such sale or disposition, Developer shall be released from its obligations in this Contract relating to said transferred property or transferred or assigned obligations.

B. Continuation of Payments in Lieu of Taxes. In the event of the sale or other voluntary or involuntary disposition of any or all of the real property of Developer or any third party in the Redevelopment Project Area, Payments in Lieu of Taxes with respect to the real property so sold or otherwise disposed of shall continue and shall constitute a lien against the property from which they are derived, and such obligations shall inure to and be binding upon Developer and its successors and assigns in ownership of said property as if they were in every case specifically named and shall be construed as a covenant running with the land and enforceable as if such purchaser, transferee or other possessor thereof were originally a party to and bound by this Contract.

C. Obligation to Ameliorate Existing Conditions. Developer's obligations pursuant to **Section 5** hereof, unless earlier satisfied and certified pursuant to **Section 10** hereof, shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties as if they were in every case specifically named.

D. Incorporation. The restrictions set forth above in **Section 25** hereof, shall be incorporated into any deed or other instrument conveying an interest in real property, other than a lease agreement, within the Redevelopment Project Area and shall provide that said obligations or restrictions shall constitute a benefit held by both Developer and City and that City is an intended third party beneficiary of said obligations and restrictions. Failure of Developer to require that such restrictions be placed in any such deed or other instrument shall in no way modify, lessen or diminish the obligations and restrictions set forth herein relating to the Redevelopment Project Area.

E. Notification to City of Transfer; Board of Aldermen Approval. Developer shall notify City in writing of any proposed sale or other transfer of any or all of the real property in the Redevelopment Project Area or any interest therein other than any sale of a pad area for the construction thereon of improvements to be used by the purchaser of the pad area or its affiliate or tenant for retail and other permitted uses as provided for in this Contract. Such notice shall be provided not less than thirty (30) days prior to the proposed effective date of the sale or other transfer in a manner as described in **Section 36** hereof and shall include a copy of the instrument effecting such sale or other disposition to enable City to confirm that the requirements set forth above in this **Section 26** hereof have been fulfilled.

27. Progress Reports.

A. Upon the City's written request (not to exceed more than once per year) until all Project Improvements are completed, Developer shall report to the Board of Aldermen the progress of its implementation of the Redevelopment Project. Such reports shall include such information as is required under the reporting requirements of the Act, such additional information as City may reasonably require, and such additional information as Developer wishes to present, including, without limitation:

(1) Project Improvements completed;

(2) status of Project Improvements in progress but not yet completed;

(3) actual Redevelopment Project Costs in the Redevelopment Project Area compared to Redevelopment Plan estimates;

(4) actual start and completion dates of Project Improvements in the Redevelopment Project Area compared to Redevelopment Plan estimates; and

(5) estimated start date of Project Improvements not yet commenced at date of report.

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

28. Compliance with Laws. Subject to Developer's rights to contest the same in any manner permitted by law, Developer, its officers, directors and principals, at its

sole cost and expense, shall comply in every respect with all Legal Requirements, 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 construction of the Project Improvements, the ownership, occupancy, use and operation of the Redevelopment Project and the Redevelopment Project Area.

29. Assignment of Developer's Obligations. The Developer represents that its undertakings pursuant to this Contract are for the purpose of redevelopment. Without limiting the rights of Developer or any third party under **Section 26** hereof, Developer agrees that this Contract and the rights, duties and obligations hereunder may not and shall not be assigned by Developer without the prior written consent of the Board of Aldermen, which consent shall be given if the Board of Aldermen determines that the proposed transferee has all of the qualifications and financial responsibility, as reasonably determined by the City, necessary and adequate to fulfill the obligations of Developer, and, if the proposed assignment relates to a portion of the Redevelopment Project Area on which Project Improvements are under way, such obligations to the extent that they relate to such property. Any proposed transferee shall, expressly for the benefit of City, enter into an agreement with the City obligating the assignee to assume all of the obligations of Developer under this Contract and agree to be subject to all the conditions and restrictions to which Developer is subject (or, in the event the transfer is of or relates to a portion of the Redevelopment Project Area, such obligations, conditions and restrictions to the extent that they relate to such portion). For purposes of this section, any sale, transfer, assignment, pledge or hypothecation of an interest in Developer (other than to an Affiliate of Developer) that results in a change in management control of Developer will constitute an assignment of this Contract. Notwithstanding the foregoing:

A. Developer may at any time without the City's consent convey the Redevelopment Project Area, assign its rights, and delegate its duties and obligations under this Contract to any entity controlled by the Developer or the principals of the Developer, provided that the management of the entity is provided by the principals, or by an entity which they together or individually control.

B. For so long as any of the principals of the Developer or their entities continues to be the managing member or managing partner of Developer or any successor entity to Developer, no sale, transfer, assignment, pledge or hypothecation of an interest in Developer, to an investor, or other person will be construed as resulting in a change of control or construed as constituting an assignment of this Contract that requires the City's consent.

C. No consent will be required under this section for any pledge or assignment of this Contract or pledge or assignment of an interest in Developer or any interest in any member of Developer as collateral security for Developer's financing.

D. Approval by the City Administrator, not to be unreasonably withheld, will be required under this section for any sale or lease of a pad site parcel for the construction thereon of improvements to be used by the purchaser or lessee of the parcel or its affiliate or borrower (such as the sale, lease, or transfer of a pad site retail building area for the construction and operation thereon).

Upon such assignment, Developer shall be released from such obligations accruing after the date of such assignment.

30. Assignment of Payments. Notwithstanding the provisions of **Section 29**, the Developer may assign or pledge its right to receive reimbursement for Reimbursable Project Costs incurred by providing City with notice of any such assignment or pledge. Such assignment or pledge shall remain subject to the terms, provisions and conditions of this Contract.

31. Collateral Assignment of Contract. Notwithstanding the provisions of **Section 29**, the Developer may assign or pledge its rights under this agreement as collateral by providing City with notice of any such assignment or pledge. Such assignment or pledge shall remain subject to the terms, provisions and conditions of this Contract.

32. Transfer of Interests in Developer – City Approval. Developer shall, prior to the sale, conveyance, merger or other transfer of greater than fifty percent (50%) of the voting interest in Developer membership interests if Developer is a limited liability company and any transfers by operation of law, deliver to City a request for approval of such transfer, and no such transfer shall be permitted except with the prior approval of City; provided, however, that the members, partners or shareholders of Developer as of the Effective Date, shall have the right to transfer, in one or more transactions, the ownership interest in Developer, without City's consent, to any entity or entities to which Developer is permitted, without City's consent, to transfer property and assign its obligations in the Redevelopment Project Area pursuant to **Section 29** hereof. Upon submission by Developer of any request for transfer to City, City shall have the right to request such documentation and information as City shall determine to be reasonably necessary or desirable to determine whether such transfer is acceptable to City. Any purported transfer by Developer or any party owning any interest in Developer of any interest without the consent of City shall be null and void. In addition, City may require Developer, as a condition precedent to the transfer of any interests in Developer, to require the transferee to enter into an agreement with City obligating the transferee to comply with the requirements of the Redevelopment Plan and the obligations in this Contract relating to the property. Notwithstanding the foregoing, Developer or Developer's members, or any one of them, may, without notice to or approval of City, transfer interests in Developer to any Affiliate of such member, if such transfer does not result in a material change in the controlling interests of Developer.

33. Indemnification.

A. Developer shall indemnify, protect, defend and hold City and its officers, directors, members, commissioners, employees and agents (collectively, the "**Indemnified Parties**" or, individually, an "**Indemnified Party**") harmless from and against any and all claims, demands, liabilities and costs, including reasonable attorneys' fees, costs and expenses, arising from damage or injury, actual or claimed, of whatsoever kind or character (including consequential and punitive damages), to persons or property occurring or allegedly occurring as a result of any acts or omissions of Developer, its constituent members or partners, their employees, agents, independent contractors, licensees, invitees or others acting by, through or under such indemnifying parties, in connection with its or their activities conducted pursuant to this Contract and/or in connection with the ownership, use or occupancy and development or redevelopment of the Redevelopment Project Area or a portion thereof and the Project Improvements. Provided that, Developer shall not have any indemnification obligation with respect to any particular liability where one or more indemnified Parties' negligence or willful misconduct was involved.

B. In the event any suit, action, investigation, claim or proceeding (collectively, an "**Action**") is begun or made as a result of which Developer may become obligated to one or more of the Indemnified Parties hereunder, the Indemnified Party shall give prompt notice to Developer of the occurrence of such event, but the failure to notify Developer will not relieve Developer of any liability that it may have to an Indemnified Party. After receipt of such notice, Developer may elect to defend, contest or otherwise protect the Indemnified Party against any such Action, at the cost and expense of Developer, utilizing counsel of Developer's choice. The Indemnified Party shall have the right, but not the obligation, to participate, at the Indemnified Party's own cost and expense, in the defense thereof by counsel of the Indemnified Party's choice. In the event that Developer shall fail timely to defend, contest or otherwise protect an Indemnified Party against such Action, the Indemnified Party shall have the right to do so, and (if such defense is undertaken by the Indemnified Party after notice to Developer asserting Developer's failure to timely defend, contest or otherwise protect against such Action), the Indemnified Party may submit any bills for fees and costs received from its counsel to Developer for payment and, within thirty (30) business days after such submission, Developer shall transfer to the Indemnified Party sufficient funds to pay such bills. Developer acknowledges that such bills may be redacted to delete any information which would constitute attorney-client communication or attorney work product.

C. An Indemnified Party shall submit to Developer any settlement proposal that the Indemnified Party shall receive. Developer shall be liable for the payment of any amounts paid in settlement of any Action to the extent that Developer consents to such settlement. Neither Developer nor the Indemnified Party will unreasonably withhold its consent to a proposed settlement.

D. Developer expressly confirms and agrees that it has provided this indemnification and assumes the obligations under this Contract imposed upon Developer in order to induce City to enter into this Contract. To the fullest extent permitted by law, an Indemnified Party shall have the right to maintain an action in any court of competent jurisdiction to enforce and/or to recover damages for breach of the rights to indemnification created by, or provided pursuant to, this Contract. If such court action is successful, the Indemnified Party shall be reimbursed by Developer for all fees and expenses (including attorneys' fees) actually and reasonably incurred in connection with such action (including, without limitation, the investigation, defense, settlement or appeal of such action).

E. The right to indemnification set forth in this Contract shall survive the termination of this Contract and the Redevelopment Project Area as a development area with respect to any liability arising during the term of the Contract.

34. Breach-Compliance.

A. If Developer or City does not comply with provisions of this Contract, including provisions of the Redevelopment Plan, within the time limits and in the manner for the completion of the Redevelopment Project as therein stated, except for any extensions or waivers described herein and Excusable Delays (as defined in **Section 35** hereof), in that Developer or City shall do, permit to be done, or fail or omit to do, or shall be about so to do, permit to be done, or fail or omit to have done, anything contrary to or required of it by this Contract or the Act, and if, within ninety (90) days after notice of such default by the nondefaulting party to the defaulting party, the defaulting party shall not have cured such default or commenced such cure and be diligently pursuing the same if such cure would reasonably take longer than said ninety (90) day period (but in any event if the defaulting party shall not have cured such default within one hundred eighty (180) days), then the nondefaulting party 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 (but not to compel construction) by the party in default of its obligations and, in the case of default by Developer, City is granted the right to terminate this Contract, the right to apply any deposit or other funds submitted by Developer to City in payment of the damages suffered by it, the right to withhold or apply funds from the Special Allocation Fund to such extent as is necessary to protect City from loss or to ensure that the Redevelopment Plan and Redevelopment Project is fully and successfully implemented in a timely fashion, and the right to withhold issuance of a Certificate of Completion and Compliance. In no event shall either party have the right to remote, punitive or consequential damages.

B. The rights and remedies of the parties to this Contract, whether provided by law or by this Contract, 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.

C. Developer (for itself and its successors and assigns, and for all other persons who are or who shall become liable, by express or implied assumption or otherwise, upon or subject to any obligation or burden under this Contract), waives to the fullest extent permitted by law and equity all claims or defenses otherwise available on the ground of being or having become a surety or guarantor, whether by agreement or operation of law. This waiver includes, but is not limited to, all claims and defenses based upon extensions of time, indulgence or modification of terms of contract.

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

E. In no event shall City be obligated to certify any Reimbursable Project Costs, approve any Reimbursement Request or reimburse Developer for any Reimbursable Project Costs incurred or paid by Developer at any time while any default by Developer has occurred and remained uncured beyond Developer's cure period as provided in **Section 34.A.** herein, and City has provided notice of such default as required under **Section 34**. Notwithstanding the above, if the City validly terminates this Contract, the City shall be required to, in due course according to the standards set forth herein, certify any Reimbursable Project Costs, approve any Reimbursement Request and reimburse Developer for any Reimbursable Project Costs incurred or paid by Developer prior to any such notice of default. If City shall at any time elect to rely upon the provisions of this **Section 34.E.** as the basis for an action by City, City shall, at the time of such election, notify Developer in writing of such decision and the specific facts or events relied upon by City as the basis for such action by City.

F. Notwithstanding anything to the contrary herein, Developer agrees that in the event of any default by City under this Contract, it will not bring any action or suit to recover damages against City or any officer, director, commissioner, member, employee, or agent of any of them. Actions brought in equity or which otherwise do not seek to recover damages are not precluded by this Subsection.

35. Excusable Delays. The parties understand and agree that Developer shall not be deemed to be in default of this Contract because of delays or temporary inability to commence, complete or proceed in accordance with the Redevelopment Schedule, due in whole or in part to causes beyond the reasonable control or without the material fault of Developer which are caused by the action or failure to act of any governmental body, department or agency, including but not limited to, failure to approve complete applications for permits that comply with all applicable laws and regulations within thirty (30) days of submission and failure to provide any consent required by this Contract where all applicable requirements for said consent have been complied with within twenty (20) days of submission, acts of war or civil insurrection, breach of this Contract by City or any natural occurrence, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, litigation, tornadoes, or unusually severe weather (collectively "**Excusable Delays**"). The time of performance hereunder shall be extended for the period of any delay or delays caused or resulting from any of the foregoing causes, which approval shall not be arbitrarily or unreasonably withheld. Nothing herein shall excuse Developer from any obligation to pay money hereunder, nor shall this Section excuse Developer from performance of its obligations because of a lack of funds or inability to obtain financing, except as provided in **Section 13** hereof and except if financing commitments obtained by Developer and approved by City as provided in this Contract are not fulfilled

by the party issuing such commitment through no fault of Developer, in which case Developer shall be entitled to additional time not to exceed one hundred eighty (180) days to obtain new financing commitments.

36. Notice. Any notice required by this Contract shall be deemed to be given if it is mailed by United States registered mail, postage prepaid, and addressed as hereinafter specified.

Any notice to City shall be addressed to:

Joe Parente
City Administrator
City Hall
8880 Clark Avenue
Parkville, Missouri 64152

With a copy to:

T. Chris Williams
Williams & Campo, P.C.
400 SW Longview Boulevard, Suite 210
Lee's Summit, MO 64081

Any notice to Developer shall be addressed to:

CBC Parkville LLC
Attn: Dan Carr
4706 Broadway, Suite 240
Kansas City, Missouri 64112

With a copy to:

Curt Petersen
Polsinelli PC
6201 College Blvd., Suite 500
Overland Park, KS 66211

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.

37. Modification. The terms, conditions, and provisions of this Contract and of the Redevelopment Plan can be neither modified nor eliminated except in writing and by mutual agreement between City and Developer. Any modification to this Contract as approved shall be attached hereto and incorporated herein by reference.

38. Effective Date. This Contract shall become effective on the Effective Date and shall remain in full force and effect until the completion of all Project Improvements,

as described herein, and so long as any Reimbursable Project Costs remain outstanding and unpaid, subject, however, to the provisions of **Section 34** hereof.

39. Recording. Upon full execution by City and Developer, this Contract or a memorandum thereof shall be recorded by City, at Developer's expense, in the Office of the Recorder of Deeds for Platte County, Missouri.

40. Applicable Law. This Contract shall be governed by and construed in accordance with the laws of the State of Missouri.

41. Covenant Running With the Land. The provisions of this Contract shall remain in effect for the duration of the Redevelopment Plan and any renewal period or periods of the Redevelopment Plan at the end of which time they shall cease. They shall be covenants running with the land and shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and be enforceable by, City, its successors and assigns, against Developer, its successors and assigns, and every successor in interest to the subject real property, or any part of it or any interest in it and any party in possession or occupancy of the real property or any part thereof (provided, subject to the provisions of **Section 32** hereof, that any such covenants shall be binding on Developer itself, such successor in interest to the subject property, and every part of the subject real property, and each party in possession or occupancy of the subject real property or any part thereof, only during their period of ownership).

42. Relocation Costs. Except as otherwise provided in the Redevelopment Project Cost, City shall not be responsible for any relocation activity or the costs thereof that may be required by law to be paid with respect to any part of the Redevelopment Plan. Developer shall provide the relocation services and benefits as provided for under the Redevelopment Plan and shall hold City harmless from any claim, cost or expense for said services and benefits made by individuals and entities arising from implementation of this Redevelopment Plan, except that such costs may be deemed by City to be Redevelopment Project Costs. City acknowledges that the amounts paid by Developer to purchase real property from third parties within the Redevelopment Project Area includes relocation costs. Notwithstanding the foregoing, City may assist in administering relocation activity if requested by Developer and approved by City, or if directed by the Board of Aldermen of City.

43. Administrative Costs and Expenses.

A. In order to reimburse City for its administrative costs and expenses (including staff time and contracted services) in connection with the preparation, development and implementation of the Redevelopment Plan and Redevelopment Project, this Contract or any agreement or instrument entered into pursuant to this Contract or in connection with the Redevelopment Project or the Redevelopment Plan, City and Developer have entered into the Funding Agreement (the "**Funding Agreement**"). Any of City's actual and reasonable administrative costs and expenses that are provided for in this **Section 43.A.** and which are not covered by the Funding Agreement shall be reimbursed by the City from the incremental TIF revenue deposited in the Special Allocation Fund in the amount of one percent (1%) per annum. Amounts paid by Developer under the Funding Agreement are Reimbursable Project Costs.

B. Additional documented professional service costs and other expenses incurred by City (other than those described in **Section 43.A.** hereof) that are found by City to be reasonable and necessary for it in connection with the Redevelopment Plan, this Contract or otherwise relating to the Redevelopment Project shall be reimbursed from the Special Allocation Fund.

C. Upon the request of Developer, and at the sole cost of Developer, City shall furnish appropriate documentation of the administrative costs and expenses as referred to in this **Section 43** which are in its possession, and shall allow Developer or its representatives an opportunity to review the accounts and records of City with regard to such administrative costs and expenses, such review to be at the sole cost and expense of Developer and conducted at such time as is mutually agreeable to the parties, but in no event more frequently than quarterly.

44. Validity and Severability. It is the intention of the parties hereto that the provisions of this Contract shall be enforced to the fullest extent permissible under the laws and public policies of State 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 Contract. Accordingly, if any provision of this Contract shall be deemed invalid or unenforceable in whole or in part, this Contract 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 Contract in order to render the same valid and enforceable. All exhibits attached hereto are hereby incorporated into this Contract by reference.

45. Time and Performance are of the Essence. Time and exact performance are of the essence of this Contract.

46. City's Legislative Powers. Notwithstanding any other provisions in this Contract, nothing herein shall be deemed to usurp the governmental authority or police powers of City or to limit the legislative discretion of the Board of Aldermen, and no action by the Board of Aldermen in exercising its legislative authority shall be a default under this Contract.

47. Good Faith; Consent or Approval. In performance of this Contract or in considering any requested extension of time, the parties agree that each will act in good faith, cooperate in expeditious and timely approvals, and will not act unreasonably, arbitrarily, or capriciously or unreasonably withhold or delay any approval required by this Contract; provided, however, that the City need not act reasonably in considering a requested extension of time that would extend a time period set forth in this Contract for the performance of an obligation by the Developer by more than three (3) years from the original end of such period as set forth in this Contract. Except as otherwise provided in this Contract, whenever consent or approval of either party is required, such consent or approval will not be unreasonably withheld, conditioned or delayed. The City

agrees to reasonably cooperate with the Developer with respect to (i) applications for building permits from the City and the issuance thereof, and any permits or approvals required from any governmental agency, whenever reasonably requested to do so; provided, however, that all applications for such permits and approvals are in compliance with the applicable ordinances and regulations, approved plans and specifications, and all applicable codes, (ii) securing any construction and permanent financing that the Developer may reasonably require in connection with the performance of its obligations under this Contract, (iii) reviewing and approving Developer's plans, including but not limited to the Developer Public Project Plans, site plans and building elevations, construction plans and the Design Criteria and any amendments thereto. The Developer, in recognition of the significant public investment of the City; and the City, in recognition of the substantial financial commitment of the Developer, agrees to cooperate in good faith to accomplish the expeditious and optimal utilization of the retail space in Redevelopment Project Area. The Developer agrees and acknowledges that in each instance in this Contract or elsewhere where the City is required or has the right to review or give its approval or consent, no such review, approval or consent will imply or be deemed to constitute an opinion by the City, nor impose upon the City any responsibility for the design or construction of building elements, including but not limited to the structural integrity or life/safety requirements or adequacy of budgets or financing or compliance with any applicable federal or state law, or local ordinance or regulation, including the Environmental Laws. All reviews, approval and consents by the City under the terms of this Contract are for the sole and exclusive benefit of the Developer and no other person or party will have the right to rely thereon.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

CITY:

THE CITY OF PARKVILLE, MISSOURI, a municipal corporation

By:______________________________
Print Name:_______________________
Title:____________________________

DEVELOPER:

CBC PARKVILLE LLC, a Delaware limited liability company
By:______________________________
Print Name:_______________________
Title:____________________________

STATE OF ____________________)
)
COUNTY OF __________________) ss.

On this ____ day of _________________, 2018, before me personally appeared Nan Johnston, to me known, who being by me duly sworn, did say that she is the Mayor of the City of Parkville, Missouri, a Missouri municipal corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Aldermen, and acknowledged said instrument to be the free act and deed of said corporation.

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

____

Print Name: ____________________________

Notary Public in and for said County and State

My Commission Expires:

____

STATE OF ____________________)

)
COUNTY OF __________________) ss.

On this ____ day of _________________, 2018, before me personally appeared ____________________________, to me known to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did say he is the _______________________ of CBC Parkville LLC, a Delaware limited liability company, and acknowledged said instrument to be his free act and deed and the free act and deed of said company.

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

____

Print Name: ____________________________

Notary Public in and for said County and State

My Commission Expires:

____

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT AREA

A Tract of land located in the City of Parkville, Platte County, Missouri, being more particularly described as follows: All of Lots 1, 2, 3, 4, 5, 6 and Tract A, Bell Road Industrial Park, a subdivision of land in Parkville, Platte County, Missouri, according to the recorded plan thereof.

AND

A tract of land in the Southeast and Southwest Quarter of Section 23 Township 51 North, Range 34 West of the 5th Principal Meridian in Parkville, Platte County, Missouri, being a combined description of Lot 1, Apex Plaza, a subdivision recorded in Platte County Recorder of Deeds, Plat Book 20 at page 178, Lots 2-A and 2-B of Replat of Lot 2 Apex Plaza, a subdivision recorded in Platte County Recorder of Deeds, Plat Book 20 at page 359, a tract described in Recorded Deed of Trust, Book 1068 at page 537, Platte County Recorder of Deeds, and a tract described in Special Warranty Deed, Book 1183 at Page 522, Platte County Recorder of Deeds: being bounded and described as follows: Beginning at the Southwest corner of said Lot 2-A; thence North 00°05'34" East, 330.29 feet; thence South 89°35'26" East, 265.00 feet; thence North 00°05'34" East, 160.00 feet to a point on the southerly right-of-way line of NW Cross Road; thence on said right-of-way line the following 4 calls, Southeasterly along a curve to the left having an initial tangent bearing of South 53°21'31" East with a radius of 760.00 feet, a central angle of 24°06'01" and an arc distance of 319.68 feet; thence South 81°31'27" East, 51.72 feet; thence Easterly along a curve to the right having an initial tangent bearing of South 81°31'26" East with a radius of 200.00 feet, a central angle of 20°19'32" and an arc distance of 70.95 feet; thence South 61°11'26" East, 11.32 feet; thence leaving said right-of-way line, South 00°05'26" East, 130.35 feet; thence North 89°41'37" East, 158.28 feet to a point on the westerly right-of-way line of NW Melody Lane; thence on said right-of-way line the following 3 calls, South 00°17'43" East, 99.00 feet; thence North 88°49'32" West, 1.89 feet; thence South 00°17'14" West, 91.46 feet to a point on the northerly right-of-way line of Missouri Route 45, also known as 64th Street; thence on said right-of-way line the following 5 calls, North 89°05'26" West, 243.01 feet; thence Westerly along a curve to the left having an initial tangent bearing of North 89°05'27" West with a radius of 5,789.65 feet, a central angle of 04°34'00" and an arc distance of 461.45 feet; thence South 86°20'34" West, 65.50 feet; thence North 76°57'29" West, 52.20 feet; thence South 86°20'34" West, 18.57 feet to the Point of Beginning. Containing 278,992 square feet or 6.41 acres, more or less.

AND

The Missouri Highway 45 public right-of-way located directly adjacent to the portions of the Expanded Redevelopment Area described above.

EXHIBIT B

LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA

(Redevelopment Project 2)

A tract of land in the Southeast and Southwest Quarter of Section 23 Township 51 North, Range 34 West of the 5th Principal Meridian in Parkville, Platte County, Missouri, being a combined description of Lot 1, Apex Plaza, a subdivision recorded in Platte County Recorder of Deeds, Plat Book 20 at page 178, Lots 2-A and 2-B of Replat of Lot 2 Apex Plaza, a subdivision recorded in Platte County Recorder of Deeds, Plat Book 20 at page 359, a tract described in Recorded Deed of Trust, Book 1068 at page 537, Platte County Recorder of Deeds, and a tract described in Special Warranty Deed, Book 1183 at Page 522, Platte County Recorder of Deeds: being bounded and described as follows: Beginning at the Southwest corner of said Lot 2-A; thence North 00°05'34" East, 330.29 feet; thence South 89°35'26" East, 265.00 feet; thence North 00°05'34" East, 160.00 feet to a point on the southerly right-of-way line of NW Cross Road; thence on said right-of-way line the following 4 calls, Southeasterly along a curve to the left having an initial tangent bearing of South 53°21'31" East with a radius of 760.00 feet, a central angle of 24°06'01" and an arc distance of 319.68 feet; thence South 81°31'27" East, 51.72 feet; thence Easterly along a curve to the right having an initial tangent bearing of South 81°31'26" East with a radius of 200.00 feet, a central angle of 20°19'32" and an arc distance of 70.95 feet; thence South 61°11'26" East, 11.32 feet; thence leaving said right-of-way line, South 00°05'26" East, 130.35 feet; thence North 89°41'37" East, 158.28 feet to a point on the westerly right-of-way line of NW Melody Lane; thence on said right-of-way line the following 3 calls, South 00°17'43" East, 99.00 feet; thence North 88°49'32" West, 1.89 feet; thence South 00°17'14" West, 91.46 feet to a point on the northerly right-of-way line of Missouri Route 45, also known as 64th Street; thence on said right-of-way line the following 5 calls, North 89°05'26" West, 243.01 feet; thence Westerly along a curve to the left having an initial tangent bearing of North 89°05'27" West with a radius of 5,789.65 feet, a central angle of 04°34'00" and an arc distance of 461.45 feet; thence South 86°20'34" West, 65.50 feet; thence North 76°57'29" West, 52.20 feet; thence South 86°20'34" West, 18.57 feet to the Point of Beginning. Containing 278,992 square feet or 6.41 acres, more or less.

EXHIBIT C

PRIVATE PROJECT IMPROVEMENTS

The Private Project Improvements will generally consist of the following improvements as described in the Redevelopment Plan:

> Construct approximately 33,400 square feet of new retail along with all necessary and required parking, access drives, utilities, landscaping and related improvements necessary to serve the development as described in the Redevelopment Plan and the Land Use Approvals.

EXHIBIT D

PUBLIC PROJECT IMPROVEMENTS

The Public Project Improvements will generally consist of the following improvements:

Construction of improvements to Melody Lane, a turn lane on Highway 45, sidewalks, water, sanitary sewer, and storm water improvements in accordance with adopted City standards within the Redevelopment Project Area as described in the Redevelopment Plan and the Land Use Approvals.

EXHIBIT E

REDEVELOPMENT SCHEDULE

	Commence	Complete
Land Acquisition:	1st quarter 2018	1st quarter 2018
Blight Removal:	3rd quarter 2018	4th quarter 2020
Construction of Public Project Improvements:	4th quarter 2018	4th quarter 2019
Construction of Private Project Improvements:	4th quarter 2018	4th quarter 2020

All scheduled activities may commence earlier than the dates set out above. Timing of construction of Private Project Improvements is subject to tenant demand.

EXHIBIT F

REDEVELOPMENT PROJECT COST BUDGET

(Exhibits 4 and 6 from TIF Plan)

[see attached]

Exhibit 4

Estimated Redevelopment Project Costs
for Redevelopment Project 2

PROJECT: ***APEX PLAZA***
LOCATION: ***Mo Route 45 Hwy and North Melody Lane*** ***DATE:*** ***August 1, 2017***
PLAN: ***Site Plan 03-03-17*** ***REVISED:*** ***August 1, 2017***

Item			Total	Developer 2017	Developer 2018	Developer 2019	Developer Total	3rd Party Total
LAND ACQUISITION			**$1,960,000**					
SITEWORK AND INFRASTRUCTURE COSTS								
ITEM OF WORK	**TOTAL**							
PUBLIC ROADWAY			**$180,000**					
Improvements on 45 Highway	$30,000				$30,000		$30,000	
Improvements on Melody Lane (east and west side)	$65,000				$65,000		$65,000	
Turn Lane on 45 Highway	$85,000				$85,000		$85,000	
STORMWATER DETENTION			**$220,066**					
Storm Water Detention / BMPs	$220,066				$220,066		$220,066	
WET UTILITIES			**$358,725**					
Storm Sewer / Sanitary Sewer / Water	$358,725				$358,725		$358,725	
OTHER SITE IMPROVEMENTS			**$1,250,200**					
Demo, Grading, Retaining Walls & Erosion Control	$662,526				$662,526		$662,526	
Parking Lots / Drives / Sidewalks / Lighting	$407,674				$407,674		$407,674	
Electric / Gas / Phone	$75,000				$75,000		$75,000	
Landscape / Signage	$105,000				$105,000		$105,000	
SUBTOTAL (SITEWORK AND INFRASTRUCTURE COSTS):			**$2,008,991**					
[illegible]DING COSTS	**sf**	**cost per sf**	**total**					
Lot 1	15,000	115	$1,725,000		$1,725,000		$1,725,000	
Lot 2	4,000	160	$640,000					$640,000
Lot 3	6,000	160	$960,000					$960,000
Lot 4	8,400	160	$1,344,000		$1,344,000		$1,344,000	
SUBTOTAL (BUILDING COSTS):			**$4,669,000**					
SOFT COSTS								
Legal (incl. City legal) / Consulting / Accounting			$150,000	$50,000	$75,000		$125,000	$25,000
Architectural / Engineering / Surveying			$313,200	$100,000	$161,000		$261,000	$52,200
Geotechnical Studies / Environmental / Special Inspections			$81,000	$67,500			$67,500	$13,500
Professional Services			$351,000	$146,250	$146,250		$292,500	$58,500
Commissions on Pad Sales / Leases			$365,400		$304,500		$304,500	$60,900
Bond / Permits / Fees			$90,000		$75,000		$75,000	$15,000
SUBTOTAL (SOFT COSTS):			**$1,350,600**					
FINANCING COSTS								
Financing Fees			$115,800	$96,500			$96,500	$19,300
Construction Interest			$317,489					$52,915
SUBTOTAL (FINANCING COSTS):			**$433,289**					
MISC COSTS								
Developer's Fee			$420,000		$350,000		$350,000.00	$70,000
Contingency			$300,000		$250,000		$250,000.00	$50,000
SUBTOTAL (MISC COSTS):			**$720,000**					
TOTAL ESTIMATED PROJECT COSTS:			**$11,141,880**	**$2,420,250**	**$6,439,741**	**$0**	**$8,859,991**	**$2,017,315**
				2017	**2018**	**2019**	**Total (Dev)**	**Total (3rd pty)**

60666175.3

Exhibit 6

Sources and Uses for Redevelopment Project 2

Project Sources and Uses

Project Cost	Total	Projected TIF Reimbursed Costs	Projected CID Reimbursed Costs	Developer Private Costs
Land Acquisition	**$1,960,000**	**$843,122**	**$0**	**$1,116,878**
Sitework and Infrastructure Cost	**$2,008,991**	**$1,666,491**	**$342,500**	**$0**
PUBLIC ROADWAY				
Improvements on 45 Highway	$30,000		$30,000	$0
Improvements on Melody Lane (east and west sic	$65,000		$65,000	$0
Turn Lane on 45 Highway	$85,000		$85,000	$0
STORMWATER DETENTION				
Storm Water Detention / BMPs	$220,066	$57,566	$162,500	$0
WET UTILITIES				
Storm Sewer / Sanitary Sewer / Water	$358,725	$358,725		$0
OTHER SITE IMPROVEMENTS	$1,250,200	$1,250,200		$0
Building Costs	**$3,069,000**	**$0**	**$0**	**$3,069,000**
Soft Costs	**$1,125,500**	**$696,000**	**$0**	**$429,500**
Financing Costs	**$96,500**	**$0**	**$0**	**$96,500**
Misc. Costs	**$600,000**	**$0**	**$0**	**$600,000**
TOTAL PROJECT COSTS	**$8,859,991**	**$3,205,613**	**$342,500**	**$5,311,878**
	Projected TOTAL PROJECT COSTS**	**Projected TIF Reimbursed Costs***	**Projected CID Reimbursed Costs***	**Developer Private Costs**
% of Project Costs		29%	3%	
% of Developer's Costs		35%	4%	

*In addition to the amounts set forth above, Developer's requested public incentives also includes reimbursement of interest on reimbursable costs.

**The Total Project Costs above exclude the costs of designing and constructing buildings on Lots 2 and 3 as it is anticipated that a third party will purchase such lots and construct the buildings thereon.

ITEM 4.C.
For 2/2/2021
Board of Aldermen Meeting

CITY OF PARKVILLE
Policy Report

Date: January 26, 2021

Prepared By:
Jay Norco North Hills Engineering

Reviewed By:
Alysen Abel, Public Works Director

ISSUE:
Receive and file the 2020 Sanitary Sewer Manhole Report (Public Works)

BACKGROUND:
On May 21, 2019, the Board of Aldermen approved a five-year agreement with North Hills Engineering (NHE) for on-call contract engineering services. The arrangement allows the City to execute individual work authorizations for supplemental engineering services for specific projects and studies.

On May 5, 2020, the Board of Aldermen approved a work authorization with North Hills Engineering for the Sewer Manhole Evaluation Program. This work authorization included inspection, evaluation and cataloging of sewer manholes. The evaluation provided a summary of assets, analysis of damage, cost estimate to repair defects, and a written report summarizing the findings.

Since that time, Jay Norco with North Hills Engineering has completed the evaluation. Attachment 1 includes the report of his findings.

BUDGET IMPACT:
Funding was provided in the 2020 Sewer Fund for the manhole evaluation.

ALTERNATIVES:
1. Receive and file the sanitary sewer manhole evaluation report.
2. Provide direction to staff related to the evaluation report.
3. Postpone this item.

FINANCE COMMITTEE RECOMMENDATION:
The item was not presented to the Finance Committee, but is being taken directly to the Board of Aldermen for consideration.

STAFF RECOMMENDATION:
Staff recommends that the attached report be received and filed. Jay Norco will provide additional information about the evaluation and recommendations moving forward.

POLICY:
A report summarizing the findings of the sanitary sewer manhole evaluation was required per Work Authorization No. WA-124 with North Hills Engineering.

SUGGESTED MOTION:
I move to receive and file the 2020 Sanitary Sewer Manhole Report.

ATTACHMENTS:
1. 2020 Sanitary Sewer Manhole Report

CITY OF PARKVILLE
REPORT ON SANITARY SEWER MANHOLE INSPECTIONS – 2020

J. Norco, P.E. –Contract City Engineer, January 12, 2021

Purpose:

This brief report will summarize the findings of the sanitary sewer manhole inspection project completed by the Contract City Engineer in 2020. The objectives of this project were to locate and inspect all 584 manholes in the City sanitary sewer system, evaluate the manholes for defects and repair work needed, and recommend methods of repair. Also as part of the work the GIS mapping was updated and a new manhole database was created.

Executive Summary:

The inspection work was completed in December, 2020. Overall 514 (88%) of the manholes were opened, inspected, and evaluated. The remaining 70 could not be opened due to being buried, inability to locate, or having stuck lids. Of total manholes in the system (584), 346 are in good shape and require no repair action at this time. The remaining 238 manholes require repair work of various types. The total repair cost for all defective/deteriorated manholes is about $610k. The majority of the repair work involves rebuilding the walls due to corrosion from sewer gases. Finding and raising buried manholes is the second largest type of repair work needed, followed by replacing corroded castings (e.g. cast iron lids and frames). The author proposes that the City accomplish this work over the next 10 years on a prioritized basis, using the Sewer CIP Program.

General Findings:

Photographs of common manhole defects are presented in the attachment: "*Photos of Typical Manhole Defects*". The overall statistics of the findings are presented on the attached sheet: "*Statistics from 2020 MH Inspection Project.*"

As the reader may note, the most common (and most concerning) finding is the concrete corrosion caused the presence of hydrogen sulfide gas. This affects about 15 percent of the manholes in the system. This corrosion is often called "Microbially induced corrosion" (MIC). The hydrogen sulfide (H_2S) gas is produced by anaerobic decomposition of the sewage by a certain class of bacteria. The H_2S gas does not attack the concrete, but this gas is consumed by another class of bacteria that consumes the sulfides and produces dilute sulfuric acid. It is this sulfuric acid that penetrates the concrete and breaks down the cement hydration structure. The concrete is thus weakened and converted to wet gypsum (calcium sulfate), giving it that telltale white color. This corrosion occurs mainly above the water surface in a biofilm where the sulfur reducing bacteria (SRB) and the sulfur oxidizing bacteria (SOB) like to grow. As the photos indicate, those SOB's can do a lot of damage in a short time! The corrosion affects not only the walls of concrete manholes, but also the cast iron frames and lids, and the cementitious mortar of brick manholes. The actual clay brick of brick manholes will corrode on the surface (it turns white), but the brick is much more resistant to MIC than the mortar.

The second most common defect is the number of manholes that have become buried and/or lost. This affects about 12 percent of the manholes in the system. Buried and lost manholes are a serious problem for the following reasons:

- The manholes are needed for access to pipes, and in the event of a sewer back-up or collapse the manhole cannot be located immediately, causing back-ups in residences and private property damage.
- When buried, the cast iron frames and lids are always wet and they rust and become stuck in a short time.
- The manholes cannot be inspected or opened for repairs.
- The pipe can often not be accessed for with CCTV equipment, thereby preventing inspection of the adjacent sewer line segments.

Location Specific Findings:

In performing the field work the author also noted the following trends, based on specific locations:

1. In newer subdivisions the current trend is for sewer manholes to be damaged and buried by home builders when they perform grading work. More frequent inspections will be needed during lot building, and prior to final occupancy.
2. Many lids were rusted shut and had to be pounded on, in combination with penetrating oil, on repeated sessions. We need to open these and inspect them more often. The author suggests inspecting one third of the system every two years, which would be a 6-year rotation.
3. Many manholes are located in wooded areas, and after several years the lids become covered with silt, mud, fallen trees, and brush. Many hours were spent searching for lost manholes and clearing trees and brush to gain access to these manholes.
4. In established neighborhoods there is an increasing trend for residents to dump debris and earth fill in backyards, or to build landscaping, covering over manholes in the process. After many years it becomes difficult to hold property owners accountable for this. Each manhole creates a cost of about $1,200 for the City.

5. In the Bluffs, multiple manholes downstream of the FF Highway Pump Station forcemain have become severely corroded (MIC corrosion).
6. Many of the older brick manholes in the Hawver Gulch watershed (the main valley between Bell Road and Highway 9) show signs of advanced corrosion. These manholes are over 50 years old. The mortar holding the bricks in place has become soft and is falling away. Also most of the castings (cast iron frames and lids) are severely rusted and need to be replaced.
7. Similar to the findings in the 2004 SSES project, the manholes in the White Aloe creek valley (bellow Riss Lake Dam, in the Nature Sanctuary) show the worst MIC corrosion in the entire City system. Most of the manholes lined in 2008 need to be repaired. The gas has eaten away the concrete bench and penetrated beneath the epoxy coating. These benches will need to rebuilt in combination with bypass pumping.
8. Cast iron lids in corrosive areas are rusting away rapidly, and many are corroded so badly that they will not seat back correctly. We need to begin replacing these with non-metallic covers. Over the last 5-10 years reinforced plastic frames and lids have become more available and more affordable.
9. In River Hills: The manholes downstream of the forcemain from the South Nationals Pump Station are badly corroded and need to be repaired and lined.
10. The brick manholes in Highway 9 (old East St.) are approaching 100 years of age, and the mortar has softened, causing bricks to become loose and fall away. These need to be lined for structural stability.
11. Manholes downstream from the Pinecrest Pump Station forcemain are badly corroded and will need to be lined to repair structural damage (MIC corrosion). This includes manholes east and south of the Platte County Community Center.

Recommendations:

The author prepared a budgetary cost estimate of the repairs needed to address the defects found in the 2020 manhole inspections. (Refer to the attached document: *Budget Manhole Repair Costs*). The estimated total repair cost is about $610,000, plus soft project costs. The reader should note that not all of these are urgent. About 50 percent of the repairs can be considered urgent, and the author recommends that these be performed on a prioritized basis over the next 5-10 years. The most urgent of the repairs will take precedence over CIPP lining of pipes for the next few years. A high priority will be attached to locating and raising buried manholes so that these can be inspected and repairs planned into the CIP program.

Based on the author's assessment, none of the manholes need to be repaired on an emergency basis. The highest priority repairs can wait to be included in a project that will be competitively bid and constructed in 2021.

As discussed above, the author also recommends that a manhole inspection project be performed in 2022 to open and inspect the manholes that were located and raised in 2021 (because these 30 or so manholes have not been opened for many years). Then in 2023 one third of the system should be inspected again, to be followed by another third of the system in 2025. This schedule of more frequent inspections will reduce the problems with stuck/rusted lids and manholes being lost in overgrown brush.

END OF REPORT

Attachments:

Photos of Typical Manhole Defects

Statistics From 2020 MH Inspection Project

Budget Manhole Repair Costs

PHOTOS OF TYPICAL MANHOLE DEFECTS – 2020 INSPECTIONS

ACCESS & LOCATION CHALLENGES:

Manholes become overgrown with brush and hidden, after 5-10 years.

Manholes in woods become buried and covered with fallen trees. Hard to find…

If not opened every 5 years, lids become rusted, stuck in place.

Grading work often buries the iron lid, requiring location, excavation, and raising.

Repeated doses of penetrating oil and hammering will sometimes loosen a lid.

Some stuck lids will not come free, must be lifted by the heavy frame.

ISSUES WITH BRICK MANHOLES:

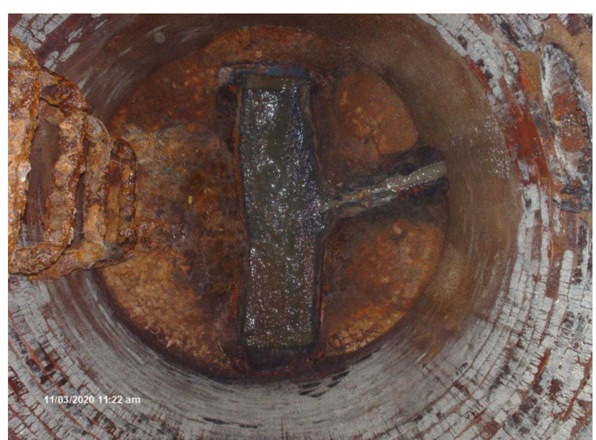
Mortar soft and crumbling, from H2S-MIC corrosion.

The bricks themselves become soft, from prolonged H2S-MIC corrosion.

Typical brick “box” MH, in Hwy 9.

Mortar becomes soft, crumbles. (75 yrs old.)

Typical brick “box” MH, in Hwy 9. Some bricks are falling away.



Some manholes have a concrete wall section below the brick, both corroded and soft.

CORROSION OF CONCRETE MANHOLES:

A "healthy" pre-cast concrete manhole. Note the gray color and smooth surface.

Advanced wall corrosion (H2S / MIC), by Price Chopper.

Corrosion undercutting bench, in previously lined manhole. (Wht. Aloe Nat. Sanctuary)

Moderate wall corrosion (H2S / MIC), the Bluffs.

Severe corrosion on casting, losing structural shelf. (Nat. Sanctuary)

Heavy wall corrosion after 15-20 years – from forcemain discharge (River Hills).

OTHER COMMONS ISSUES FOUND IN MANHOLES:

Infiltration through walls, mineral deposits.

Infiltration through chimney, heavy mineral deposits.

Lid offset on cone, moved by grading work or by shifting earth.

Utilities bore cables through manholes, breaking walls and chimney sections.

Cast iron frames rust and lose groove over years, making poor fit with lid.

Manholes near ponds or ditches need to be raised to limit leakage from flooding.

STATISTICS FROM 2020 MH INSPECTION PROJECT:

584	manholes were documented and logged.

Open Status, of the total number:

44	7.5%	are CNL (Could not locate). Generally these are buried deep and must be located and raised.
12	2.1%	have stuck lid. Generally these rusted shut and the casting must be replaced.
14	2.4%	are found but are buried.
514	88.0%	were opened, inspected, and evaluated.

Material:

440	75.3%	Manholes are of pre-cast concrete.
57	9.8%	Manoles are of brick and mortar.
5	0.9%	Manholes are of concrete block.
3	0.5%	Manholes are of cast concrete.
10	1.7%	Are clean-outs (PVC or TRS pipe)
69	11.8%	Unknown (are Buried, STL, or CNL)

Defects:

346	59.2%	Manholes are in good shape and require no work of any kind at this time.
87	14.9%	Manholes shows signs of hydrogen sulfide induced corrosion.
16	2.7%	of these have already been epoxy lined (Mainly in White Aloe, nature sanctuary area.)
8	1.4%	Previously lined manholes require repair of the lining, due to continued corrosion. (Nature Sanctuary).
68	11.6%	Manholes need to be repaired by lining, combination of mortar and epoxy linng.
68	11.6%	Manholes need to be raised up to grade (were found, opened and grade adjustment measured)
58	9.9%	Manholes need to be opened and raised up to grade (Buried and CNL)
63	10.8%	Manholes need the casting replaced, is deteriorated or stuck.
8	1.4%	Manholes have a damaged chimney, taking in water or dirt.
1	0.2%	Manhole needs entire top end replaced (cone and chimney both)
21	3.6%	Manholes need the bench (e.g. invert) replaced or added.
2	0.3%	Manholes need the surface graded, and area rocked (rip-rap) to re-direct drainage water away.
4	0.7%	Manholes need patching work, most with removal of roots or cables through the wall or chimney.

BUDGET MANHOLE REPAIR COSTS:	QTY	UNIT	COST	EXTEN $
Repair reviously lined manholes (Nature Sanctuary), incl. bench, epoxy touch-up, bypass pumping:	8	EA	4500	$ 36,000
Manholes need to be repaired by lining, Calcium Alum mortar:	52	EA	2040	$ 106,080
Avg: 12 VFT x 170 $/VFT = 2040				
Manholes need to be repaired by Epoxy coating. 100-150 DFT.	66	EA	3240	$ 213,840
Avg: 12 VFT x 270 $/VFT = 3240				
Manholes need to be raised up to grade (were found, opened and grade adjustment measured)	68	EA	1200	$ 81,600
Manholes need to be opened and raised up to grade (Buried and CNL) - HIGH PRIORITY	20	EA	1400	$ 28,000
Manholes need to be opened and raised up to grade (Buried and CNL) - LOWER PRIORITY	38	EA	1400	$ 53,200
Manholes need the casting replaced, is deteriorated or stuck. (Includes 20 of CNL/BUR manholes).	83	EA	700	$ 58,100
Adder for manholes that need a new NON-METALLIC CASTING:	25	EA	200	$ 5,000
Manholes have a damaged chimney, taking in water or dirt.	8	EA	400	$ 3,200
Manhole needs entire top end replaced (cone and chimney both)	1	EA	2500	$ 2,500
Manholes needs the bench (e.g. invert) replaced or added.	21	EA	700	$ 14,700
Manholes need the surface graded, and area rocked (rip-rap) to re-direct drainage water away.	2	EA	1600	$ 3,200
Manholes need patching work, most with removal of roots or cables through the wall or chimney.	4	EA	600	$ 2,400
TOTAL ESTIMATED BUDGET COST FOR ALL MANHOLE REPAIRS:				$ 607,820

Note: These are preliminary costs and include a modest contingency, but may not include location-specific costs for access, restoration, or additiona defects found.
These preliminary construction costs do not include soft costs such as engineering, project management, legal costs, and easement costs.

ITEM 4.D.
For 2/2/2021
Board of Aldermen Meeting

CITY OF PARKVILLE
Policy Report

Date: January 28, 2021

Prepared By:
Jay Norco North Hills Engineering

Reviewed By:
Alysen Abel, Public Works Director

ISSUE:
Receive and file the 2020 Sanitary Sewer CCTV Report (Public Works)

BACKGROUND:
On May 21, 2019, the Board of Aldermen approved a five-year agreement with North Hills Engineering (NHE) for on-call contract engineering services. The arrangement allows the City to execute individual work authorizations for supplemental engineering services for specific projects and studies.

On April 24, 2020, the City Administrator approved a work authorization with North Hills Engineering to assist with the 2020 Sanitary Sewer CCTV program. North Hills provided data review, ratings, mapping updates, and project management associated with the CCTV program.

Since that time, Jay Norco with North Hills Engineering has completed the evaluation. Attachment 1 includes the report of his findings.

BUDGET IMPACT:
Funding was provided in the 2020 Sewer Fund for the manhole evaluation.

ALTERNATIVES:
1. Receive and file the 2020 Sanitary Sewer CCTV Report.
2. Provide direction to staff related to the CCTV Report.
3. Postpone this item.

FINANCE COMMITTEE RECOMMENDATION:
The item was not presented to the Finance Committee, but is being taken directly to the Board of Aldermen for consideration.

STAFF RECOMMENDATION:
Staff recommends that the attached report be received and filed. Jay Norco will provide additional information about the condition of the sewer system and recommendations moving forward.

POLICY:
The report includes recommendations from the City's on-call engineer about the condition of the City's sewer infrastructure. Findings from this report may be used to assist with future project and budgetary decisions.

SUGGESTED MOTION:
I move to receive and file the 2020 Sanitary Sewer CCTV Report.

ATTACHMENTS:
1. 2020 CCTV Report

CITY OF PARKVILLE
REPORT ON SANITARY SEWER CCTV – 2020

J. Norco, P.E. –Contract City Engineer, December 28, 2020

This brief report is intended as a brief update on the recent sewer CCTV efforts. The 2020 project captured about 5,600 LF of sewer lines, which is smaller than our usual annual scope. We reduced the scope in 2020 due to the large expenditure associated with the McAfee Forcemain Replacement Project. The 2020 CCTV was completed by Trekk Design Group, and we focused on two areas of concern:

1. The small (6-inch) clay tile sewers in the old downtown area. For the past several years we have repeated the cycle of CCTV exploration, then performing point repairs and installing manholes, then advancing further with CCTV. We have opened up most of the lines in this area, but we have several remaining.
2. The area south half of the Parkville Commons. Most of these lines have never been explored with CCTV.

Because the findings are unique to each area, I am presenting the summary of each separately below. Our goals in performing CCTV inspection are several: To inspect and assess the condition of the sewers, to jetter-clean and remove deposits of debris, to locate sources of infiltration, and to locate buried or lost manholes.

Old Downtown Area:

Our findings in 2020 are very similar to prior findings in this area. (See also the attached document: *Photos of Typical Defects – 2020 CCTV Project*). The most common defects include:

- Fractured and broken clay pipe.
- Break-in taps with intruding lateral pipes.
- Damage from bored utilities. This year the damage was in West 6th Street.
- Small brick junction boxes. These buried brick boxes are too small to be used as manholes, but large enough to interfere with CIPP lining. They must be removed with a point repair.

Our findings will be used to locate repairs as part of the Sanitary Sewer Repairs 2021 project. To reiterate, our goal is to get the old 6-inch clay pipes in shape to allow CIPP lining. Even if this requires installation of manholes and multiple point repairs, this will avoid the massive cost of digging up entire streets and replacing entire line segments.

South Parkville Commons Area:

This area includes the sewers in the Hawver Gulch watershed from the PAC detention basin up to 63rd street. Most of these lines have never been inspected using CCTV. These lines are mostly constructed of PVC and ductile iron, with some lines being plastic truss pipe. In general, these lines are in good condition. (See also the attached document: *Photos of Typical Defects – 2020 CCTV Project*). The following findings are noted:

- Ductile iron pipe that was laid without an appropriate lining. The cement mortar lining (designed for potable water service) has spalled off and the iron is rusting away. This applies to the deep sewer under the Community Center parking lot. These segments will be placed on the priority list for CIPP lining. If performed soon the pipe can be saved, without significant loss of cross section or structural stability.
- Holes and cracks in the wall of plastic truss pipe. This type of pipe has a thin inner and outer skin and truss chambers filled with porous concrete mortar. Once the skin is compromised the mortar swells and cracks, leading to deformation and eventual collapse.
- Several sags in the PVC lines. These are minor sags, up to 2 inches in depth and are not a structural concern once they have stabilized. But they do present areas where debris and grit collect. These lines will need to be jetter cleaned on a regular basis.
- We located two manholes that were buried and unknown. These have been marked and will be included in a future project to raise them to grade. One of these is on 63rd Street and the other in on the east side of the Platte Co. Community Center parking lot.

As part of the CCTV review process, I have catalogued the defects and the recommended methods of repair. The repairs to these line segments are kept in a database that we use to prioritize the repairs and perform the most urgent repairs as soon as funds are available.

Some of the defects found in the 2020 CCTV inspection will be included within the 2021 Sanitary Sewer Repairs project. These included the point repairs need on the 6-inch VCP sewer lines, removal of the brick junction boxes, and repair to the damage done by the utility bore. The CIPP lining of the iron pipe segments under the Community Center parking lot will be scheduled in the next several years.

END OF REPORT

PHOTOS OF TYPICAL DEFECTS – 2020 CCTV PROJECT

Bored cable broke away top of clay sewer pipe.

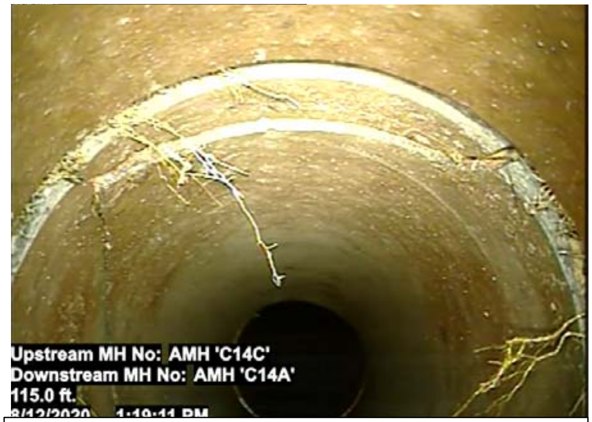
Intruding lateral pipe, need to trim.

Broken 6" VCP under road, with infiltration runner.

8" iron pipe (under Comm. Ctr. Lot) corroded and spalled.

Rock inside 6" VCP, blocking camera.

Broken joint in 6" VCP, starting to offset.



Broken joint with roots coming in, 6” VCP.

Spiral fracture, with offset movement, 6” VCP.

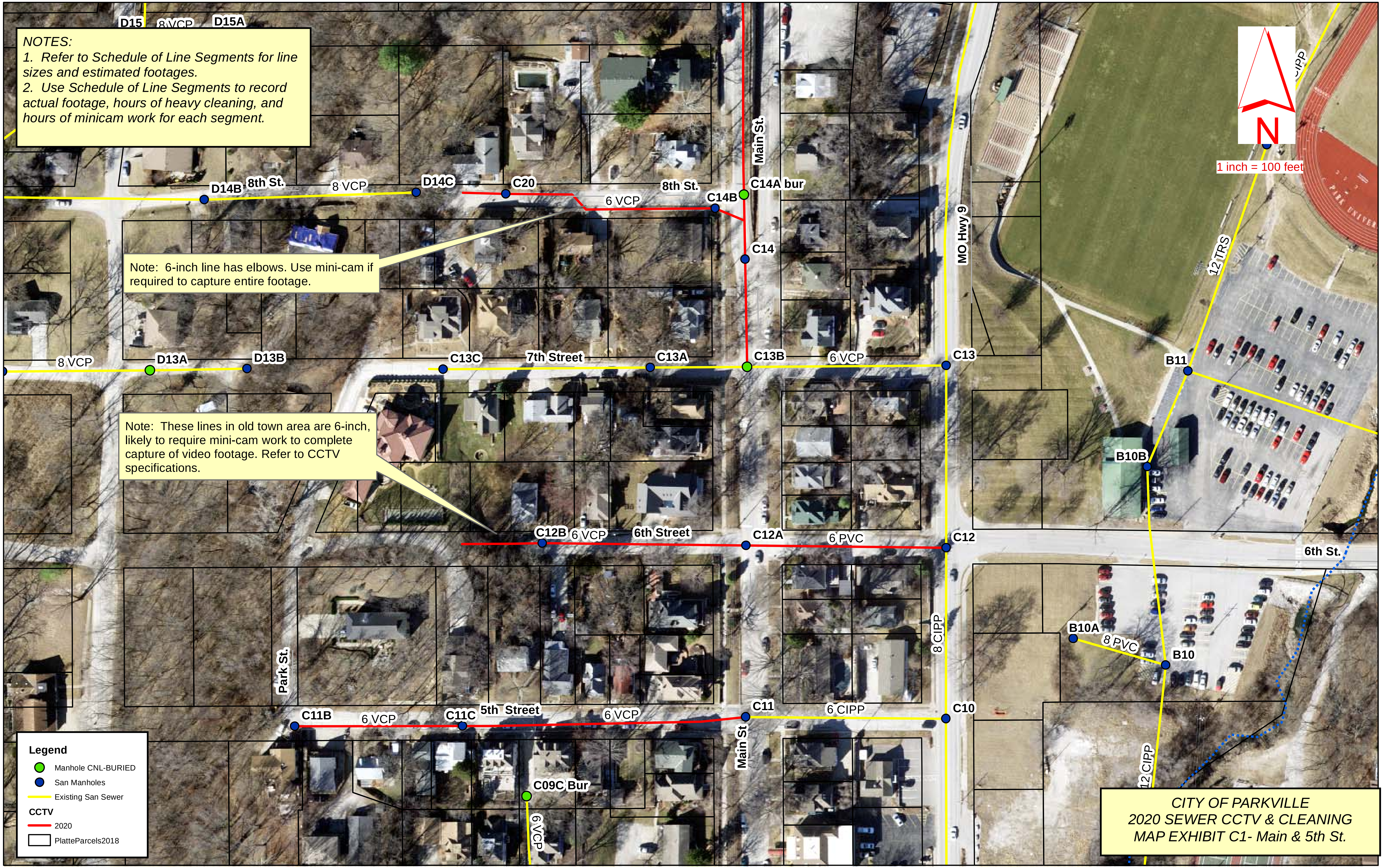
Old brick junction box, buried, in 6” VCP. This will need to be removed and replaced prior to CIPP lining.

8” PVC pipe in good shape, but line has sag, will need jetter cleaning periodically. (Line was laid with no slope.)

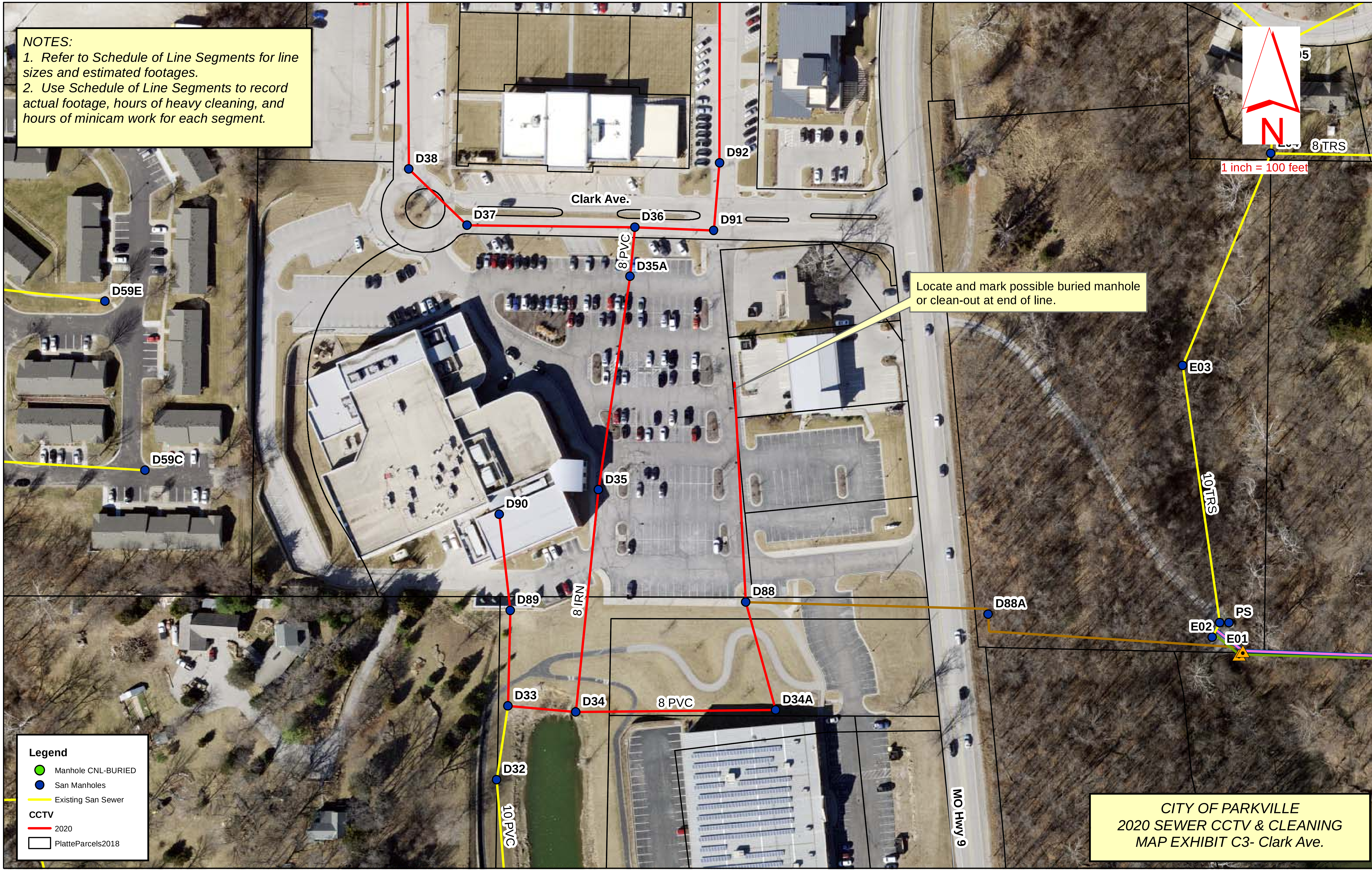
End view of PVC “truss” pipe. Can see the mortar deteriorating in the truss pockets.

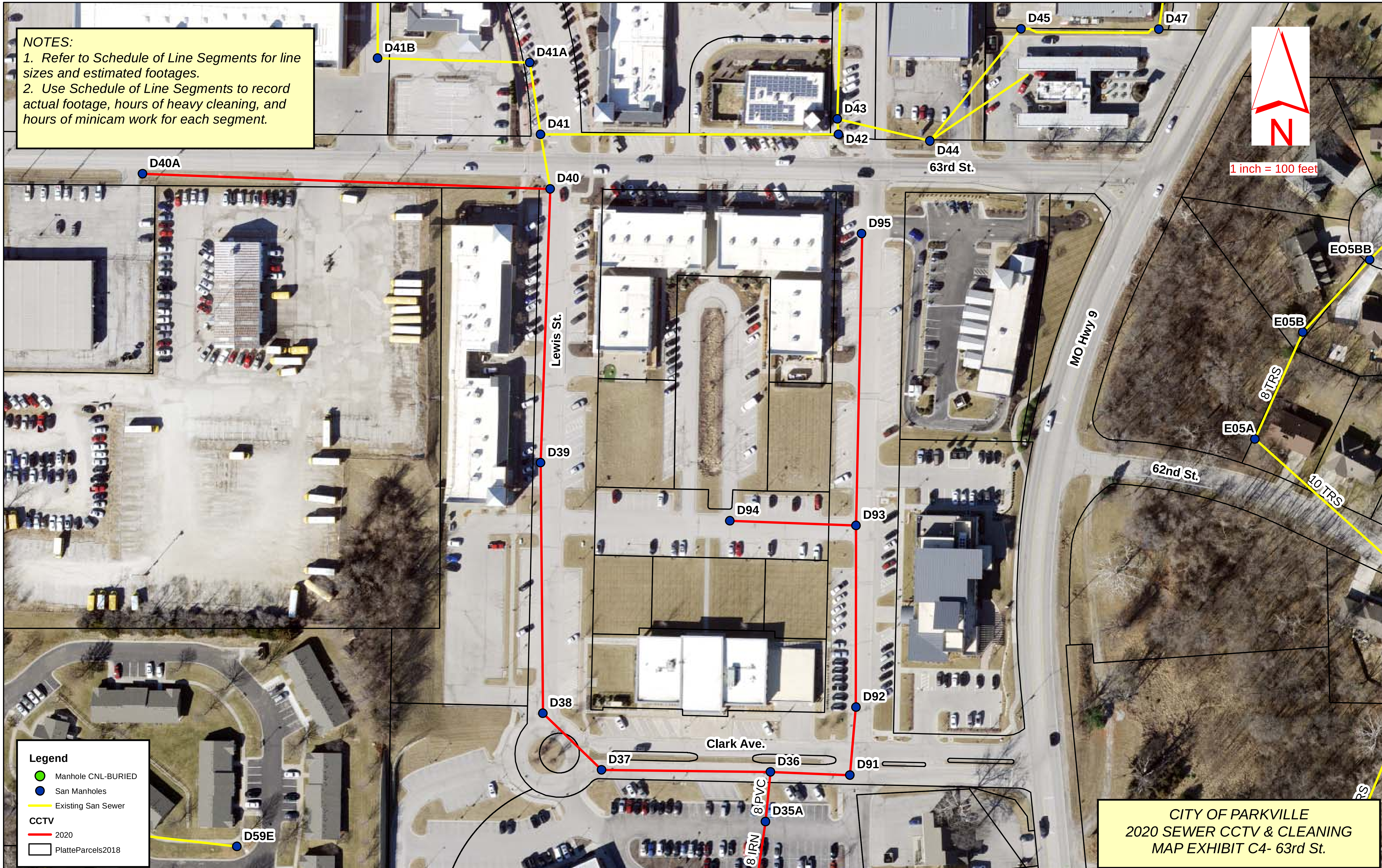
Hole in crown of PVC “truss” pipe. Can see the thin inner skin broken. Likely done during installation.

END OF PHOTOS


NOTES:
1. Refer to Schedule of Line Segments for line sizes and estimated footages.
2. Use Schedule of Line Segments to record actual footage, hours of heavy cleaning, and hours of minicam work for each segment.
Note: 6-inch line has elbows. Use mini-cam if required to capture entire footage.
Note: These lines in old town area are 6-inch, likely to require mini-cam work to complete capture of video footage. Refer to CCTV specifications.
D15
8 VCP
D15A
D14B
8th St.
8 VCP
D14C
C20
8th St.
6 VCP
C14B
C14A bur
Main St.
C14
MO Hwy 9
N
1 inch = 100 feet
CIPP
12 TRS
D13A
D13B
8 VCP
C13C
7th Street
C13A
C13B
6 VCP
C13
B11
B10B
C12B
6 VCP
6th Street
C12A
6 PVC
C12
6th St.
8 CIPP
B10A
8 PVC
B10
Park St.
C11B
6 VCP
C11C
5th Street
6 VCP
C11
6 CIPP
C10
Main St
C09C Bur
6 VCP
12 CIPP
Legend
Manhole CNL-BURIED
San Manholes
Existing San Sewer
CCTV
2020
PlatteParcels2018
CITY OF PARKVILLE
2020 SEWER CCTV & CLEANING
MAP EXHIBIT C1- Main & 5th St.


NOTES:
1. Refer to Schedule of Line Segments for line sizes and estimated footages.
2. Use Schedule of Line Segments to record actual footage, hours of heavy cleaning, and hours of minicam work for each segment.
Note: 6-inch line has elbows. Use mini-cam if required to capture entire footage.
N
1 inch = 100 feet
D20B
8 VCP
D82
C16C
C17A
C17
12th St.
C16A
D19D
C16
B23B
8 PVC
8 TRS
B23
D19
8 VCP
D80A
D19B
8 PVC
D19C
6 VCP
D80
Elm St.
12 CIPP
6 PVC
6 VCP
D19E
C16B
6 PVC
C15B
C15A
C15
D17
15 CIPP
D18
6 VCP
D16
C14D
C14C
West St.
D15
8 VCP
D15A
15 CIPP
6 VCP
Main St.
12 CIPP
B12
D14B
8th St.
D14C
C20
8th St.
C14B
C14A bur
6 VCP
C14
MO Hwy 9
Legend
Manhole CNL-BURIED
San Manholes
Existing San Sewer
CCTV
2020
PlatteParcels2018
CITY OF PARKVILLE
2020 SEWER CCTV & CLEANING
MAP EXHIBIT C2- Main & 12th St.


NOTES:
1. Refer to Schedule of Line Segments for line sizes and estimated footages.
2. Use Schedule of Line Segments to record actual footage, hours of heavy cleaning, and hours of minicam work for each segment.
N
1 inch = 100 feet
Clark Ave.
D38
D37
D36
D92
D91
8 PVC
D35A
D59E
D59C
D35
D90
D89
8 IRN
D88
D88A
D33
D34
8 PVC
D34A
D32
10 PVC
MO Hwy 9
Locate and mark possible buried manhole or clean-out at end of line.
8 TRS
E03
10 TRS
PS
E02
E01
Legend
Manhole CNL-BURIED
San Manholes
Existing San Sewer
CCTV
2020
PlatteParcels2018
CITY OF PARKVILLE
2020 SEWER CCTV & CLEANING
MAP EXHIBIT C3- Clark Ave.


NOTES:
1. Refer to Schedule of Line Segments for line sizes and estimated footages.
2. Use Schedule of Line Segments to record actual footage, hours of heavy cleaning, and hours of minicam work for each segment.
D41B
D41A
D41
D40A
D40
D43
D42
D44
D45
D47
63rd St.
1 inch = 100 feet
N
D95
EO5BB
E05B
Lewis St.
MO Hwy 9
8 TRS
E05A
D39
62nd St.
10 TRS
D94
D93
D92
D38
Clark Ave.
D37
D36
D91
8 PVC
D35A
8 IRN
D59E
Legend
Manhole CNL-BURIED
San Manholes
Existing San Sewer
CCTV
2020
PlatteParcels2018
CITY OF PARKVILLE
2020 SEWER CCTV & CLEANING
MAP EXHIBIT C4- 63rd St.

ITEM 4.E.
For 2/2/2021
Board of Aldermen Meeting

CITY OF PARKVILLE
Policy Report

Date: January 26, 2021

Prepared By:

Alysen Abel, Public Works Director

Reviewed By:

Anna Mitchell, Assistant to the City Administrator

ISSUE:
Approve Resolution No. 21-002 to approve and endorse an application to the Platte County Commission for funding under the Parks and Recreation Partnership Grant Program to fund the community recreation fields in Platte Landing Park (Public Works)

BACKGROUND:
In 2008, Platte County purchased the farm land, now known as Platte Landing Park, from the Kringle family. Since that time, several of Platte County's parks master plans have shown the area around Platte Landing Park with recreational fields.

On November 15, 2016, the Board of Aldermen adopted the 2016 Parks Master Plan which serves a road map for the utilization, development and expansion of the City's parks system. The primary goal was to review the priorities of the riverfront park system and document a long-term strategy for development of the future parks system.

The 2016 Parks Master Plan provided a concept plan of the Platte Landing Park sports complex, consisting of four baseball diamonds and six multi-purpose fields with associated parking, concession and restroom amenities. The sports complex was conceptually designed around the proposed Section 1135 wetlands project.

The City hired McClure to integrate the Parks Master Plan conceptual design of the sports complex with the finalized wetland project. During the November 13, 2019, members of the Community Land and Recreation Board (CLARB) discussed their vision for the future sports complex. A subsequent meeting was held with CLARB to discuss the layout and based on that discussion and additional small committee meetings, the design consultant has revised the ball field layout.

Since that time, staff has been reviewing the current parks capital budget, anticipated sales tax revenues, potential for donations and project financing. It has been determined that approximately $3 million is available to fund the project, through a combination of sales tax, donations and financing.

Staff has also been reviewing construction alternatives to maximize the project outcomes. It was determined that design build is the best project delivery method for this project. Design build provides opportunities for innovation when there is a fixed project budget or timeline. In our case, we would have a fixed project budget of $3 million.

In 2009, the voters of Platte County approved a 10-year, half-cent sales tax for parks, recreation and stormwater control. A portion of the sales tax proceeds are allocated for the Outreach Grant Program to promote the development of local parks, recreation facilities and programs. Approximately $250,000 is available each year through this program. In 2020, Platte County voters approved the sales tax renewal, supporting parks at a quarter-cent sales tax.

There is a balance of funding remaining with the previous parks sales tax. Platte County has created a Parks and Recreation Partnership Grant Program for large capital projects with the funding amount ranging from $50,000 to $1 million. The Platte Landing Park Ball field Project is a great candidate for this grant program.

The deadline for the grant application is February 12th. In order to meet that deadline, the Board of Aldermen will need to approve a resolution of support for the grant funding in the amount of $1 million to assist with the construction of the recreational fields in Platte Landing Park.

On January 19, 2021, the Board of Aldermen held a work session to discuss the conceptual plan for the joint use sports complex. Public comment was accepted and included a number of questions and comments concerning the project. The comments were accepted, and it was noted further study of the issues would occur as part of the design phase. Some of the issues identified included traffic, the number of parking spaces, lighting, hours of operation, and impact on the wetlands.

BUDGET IMPACT:
It is estimated that the City's park sales tax generates $500,000 per year. The City can leverage the sales tax revenue to pay back a loan for the construction of community recreation fields. The downtown businesses in Parkville should see an increase in revenue following the construction of the ball fields.

ALTERNATIVES:

1. Approve Resolution No. 21-002 to endorses an application for the Platte County Parks and Recreation Partnership Grant Program for the construction of recreation fields in Platte Landing Park.
2. Approve Resolution No. 21-002 with changes recommended by the Board of Aldermen.
3. Do not submit an application for this grant.
4. Postpone this item.

FINANCE COMMITTEE RECOMMENDATION:
The item was not presented to the Finance Committee, but is being taken directly to the Board of Aldermen for consideration.

COMMUNITY LAND AND RECREATION BOARD (CLARB) RECOMMENDATION:
At the meeting on January 13, 2021, the Community Land and Recreation Board (CLARB), by a vote of 5-0, recommended that the Board of Aldermen approve a resolution of support for the Platte County Parks and Recreation Partnership Grant Program for the recreation fields in Platte Landing Park.

STAFF RECOMMENDATION:
Staff recommends that the City submit Partnership Grant application to fund community recreation fields in Platte Landing Park.

POLICY:
Parkville Municipal Code Section 150.050(A) directs CLARB to act in an advisory capacity to the Board of Aldermen to develop and administer a writer plan for the care, preservation, pruning, planting, replanting, and removal or disposition of trees and shrubs along streets and in other public areas. As CLARB serves in an advisory capacity, its recommendations must be approved by the Board of Aldermen.

SUGGESTED MOTION:
I move to approve Resolution No. 21-002 endorsing an application for Platte County Parks and Recreation Partnership Grant to fund community recreation fields in Platte Landing Park.

ATTACHMENTS:
1. Resolution No. 21-002
2. Proposed Field Concept
3. Parkville Parks Master Plan
4. Platte County Master Plan - Platte Landing Park Plan
5. Proposition P Mailer

CITY OF PARKVILLE • 8880 Clark Avenue • Parkville, MO 64152 • (816) 741-7676 • FAX (816) 741-0013

CITY OF PARKVILLE, MO.
RESOLUTION No. 21-002

A RESOLUTION APPROVING AND ENDORSING AN APPLICATION TO THE PLATTE COUNTY COMMISSION FOR FUNDING UNDER THE PARKS AND RECREATION PARTNERSHIP GRANT PROGRAM

WHEREAS, the County of Platte and the City of Parkville deem it a high priority to improve quality of life for all citizens through parks and recreation programs; and

WHEREAS, the County Commission of the County of Platte seeks to address unique recreational needs and demographics with the communities of Platte County; and

WHEREAS; the citizens of Platte County in August 2020, approved a renewal of the-quarter cent sales tax for purposes related to parks and recreation; and

WHEREAS, the County Commission of the County of Platte has developed the *Parks and Recreation Partnership Grant Program*; and

WHEREAS, the City of Parkville wishes to make application to the County for the recreational fields in Platte Landing Park; and

WHEREAS, the City of Parkville agrees to comply with all program guidelines and requirements of said Partnership Grant Program if such application shall be funded by the County Commission.

NOW, THEREFORE, BE IT RESOLVED that the Board of Aldermen approves and endorses an application for the Platte County Parks and Recreation Partnership Grant Program to help fund the community recreation fields in Platte Landing Park.

BE IT FURTHER RESOLVED that the Board of Aldermen directs City Administration to complete and submit the required grant application documents.

IN TESTIMONY WHEREOF, I have hereunto set my hand in the City of Parkville this 2nd day of February 2021.

____
Mayor Nanette K. Johnston

ATTESTED:

____
City Clerk Melissa McChesney

OVERLAY FIELDS CONCEPT - INITIAL PHASE 4.9.2020

OVERLAY FIELDS CONCEPT - FUTURE PHASE 4.9.2020

Enlargement of Proposed improvements to Platte Landing Park


ECOSYSTEM RESTORATION ZONE (BY OTHERS)
1/3 MILE OVAL
BNSF RAILROAD
W MILL ST.
MAIN ST.
PARK UNIVERSITY
RUSH CREEK
PEDESTRIAN BRIDGE
MODIFY EXISTING BRIDGE
NATURE SANCTUARY
SPECIAL EVENTS (BY OTHERS)
NATURE TRAIL
ASTRONOMY PLATFORM
INFORMAL ACTIVE RECREATION / PRACTICE FIELDS
ENGLISH LANDING PARK
EXISTING A-TRUSS BRIDGE
PEDESTRIAN PATH
MULTI-USE FIELD
BASEBALL
ENVIRONMENTAL EDUCATION
CONCESSION / RESTROOM
LAWN
ECOSYSTEM RESTORATION ZONE (BY OTHERS)
BOARDWALK
GRIGSBY FIELD
KIOSK
KIOSK
MEADOW
KIOSK
RIVER HISTORY PLAZA
COMMUNITY GARDENS
CONCERT LAWN
PERFORMANCE STAGE / SHELTER
RIVERFRONT PLAZA
PICNIC AREA
RIVERFRONT GREENWAY RESTORATION
PLAYGROUND
PUMP HOUSE (PRIVATE)
BOAT TRAILER PARKING
DOG PARK
REGIONAL GREENWAY
BOAT RAMP
INFORMAL PARKING
RIVERFRONT GREENWAY RESTORATION
MISSOURI RIVER
ECOSYSTEM RESTORATION ZONE (BY OTHERS)
hase 3

April 2019 Ballot Preview

On April 2, 2019 Parkville residents will be asked to vote on the following measure:

Proposition P

Shall the City of Parkville, Missouri, be authorized to impose a sales tax of one-half of one percent (1/2 of 1%) for the purpose of providing funding for local parks including land, facilities and operations for the City for a period of ten (10) years?

YES ☐ NO ☐

What is Proposition P?

Proposition P seeks voter approval to impose a one-half cent parks sales tax for a 10-year period. A simple majority is required for passage. If approved, the tax will expire after 10 years, unless renewed by voter approval.

What will the park sales tax be used for?

Funds collected from the parks sales tax will be used to maintain and improve local parks and recreation facilities including trails, sports fields, neighborhood parks, and improvements to English Landing and Platte Landing parks. Potential improvements are outlined in the Parks Master Plan.

Will the new revenue replace existing revenue?

The new revenue will supplement existing revenue dedicated to park maintenance and improvements. It will enable the City to expand park maintenance and improve facilities with local funds. It will also provide a future funding source for improvements to parks, a source that is presently limited.

What happens if the parks sales tax does not pass?

The City will continue to maintain the parks with existing revenues. Maintaining existing facilities, as opposed to making improvements, will be a priority. Some improvements outlined in the Parks Master Plan may still be pursued, but likely at a much slower pace due to funding limitations including the lack of grant opportunities. The parks sales tax is an opportunity for a dedicated source of revenue used solely for maintaining and improving Parkville parks.

Priorities for Park Improvements

Parkville Vision

The Parkville Parks Master Plan creates a vision for Parkville Parks that promotes an accessible, safe and connected community park system. Should Proposition P pass, the Community Land and Recreation Board has established priorities for improvements, including:

Trail Connectivity

Increased neighborhood trails for better connectivity to local parks; Completion of the Riverfront Trail, the Loop Trail, and continuing the trail from Highway 45 to downtown Parkville.

Baseball and Multipurpose Fields

Provide more active recreation facilities in Platte Landing Park including the addition of a baseball complex and multipurpose fields for such uses as soccer, football and lacrosse.

Neighborhood Parks Upgrades

Upgrade existing neighborhood parks including replacing shelters, playgrounds, and pedestrian access.

Riverfront Parks Improvements

Improvements will be made to English Landing Park, Platte Landing Park, and the transition to the parks from downtown Parkville. Improvements will expand recreation facilities and help blend active and passive recreation areas for the enjoyment of residents.

ITEM 5.B.1.
For 2/2/2021
Board of Aldermen Meeting

CITY OF PARKVILLE
Policy Report

Date: January 27, 2021

Prepared By: Reviewed By:

ISSUE:
NPDES Phase II Permit - Public Hearing Notice

BACKGROUND:

BUDGET IMPACT:

ALTERNATIVES:

FINANCE COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATION:

POLICY:

SUGGESTED MOTION:

ATTACHMENTS:
None