CITY OF GRAIN VALLEY BOARD OF ALDERMEN
REGULAR MEETING AGENDA

MAY 9, 2016
7:00 P.M.
OPEN TO THE PUBLIC

LOCATED IN THE COUNCIL CHAMBERS OF CITY HALL
711 MAIN STREET – GRAIN VALLEY, MISSOURI

ITEM I: CALL TO ORDER
- Mayor Mike Todd

ITEM II: ROLL CALL
- City Clerk Chenéy Parrish

ITEM III: INVOCATION
- Pastor Darryl Jones with Crossroads Church

ITEM IV: PLEDGE OF ALLEGIANCE
- Alderman Tranita Stanley

ITEM V: APPROVAL OF AGENDA
- City Administrator Ryan Hunt

ITEM VI: PROCLAMATION
- Purple Heart City

ITEM VII: CITIZEN PARTICIPATION
- Citizens are Asked to Please Limit Their Comments to Two (2) Minutes

ITEM VIII: CONSENT AGENDA
- April 2016 – Court Report
- April 25, 2016 – Board of Aldermen Minutes
- May 9, 2016 – Accounts Payable

ITEM IX: PREVIOUS BUSINESS
- None

ITEM X: NEW BUSINESS

- Truman Heartland Citizen of the Year
- Mayor Pro-Tem

ITEM XI: PRESENTATION

- None

ITEM XII: ORDINANCES

Item XII (A) **B16-08** ***2nd Reading*** *Introduced by Alderman Valerie Palecek*	**An Ordinance Approving the Final Plat of Eagle Ridge Estates 2nd Plat** To gain final plat approval for Eagle Ridge Estates 2nd Plat
Item XII (B) **B16-09** ***2nd Reading*** *Introduced by Alderman Valerie Palecek*	**An Ordinance Approving the Final Plat of Woodbury 5th Plat** To gain final plat approval for Woodbury 5th Plat
Item XII (C) **B16-10** ***1st Reading*** *Introduced by Alderman Tranita Stanley*	**An Ordinance Providing for Submission of a Proposal to Discontinue Application and Collection of the Local Sales Use Tax on the Titling of Motor Vehicles, Trailers, Boats, and Outboard Motors That Were Purchased From a Source Other Than a Licensed Missouri Dealer to the Qualified Voters of the City of Grain Valley for Their Consideration at a Special Election to be Held Concurrently With the Primary Election Called, and to be Held, in the City on August 2, 2016; Proposing the Form of the Ballot to be Employed at Said Election; and Directing the City Clerk to do All Things Called for by Law in Connection With the Holding of Said Election** To approve a ballot issue for the August 2, 2016 election

<u>Item XII (D)</u>
B16-11
1st and 2nd Reading
Introduced by Alderman Yolanda West

An Ordinance Approving a Tax Increment Financing Contract Between the City of Grain Valley, Missouri and STAR Acquistions, Inc., for the Implementation of the Second Amendment to the Grain Valley Marketplace Tax Increment Financing Plan and Authorizing the Mayor to Execute the Contract

To approve the TIF Contract between the City and the Developer, which outlines the terms and conditions of the Second Amendment to the Grain Valley Marketplace TIF Plan for Redevelopment Project Area 2

<u>Item XII (E)</u>
B16-12
1st and 2nd Reading
Introduced by Alderman Yolanda West

An Ordinance of the City of Grain Valley, Missouri Authorizing the Mayor to Enter into the Second Amended and Restated Cooperative Agreement with the Grain Valley Marketplace Community Improvement District and STAR Acquisitions, Inc., for Funding and Financing of Community Improvement District Improvements

To establish each Party's responsibilities with regard to the imposition, collection, administration and disbursement of CID sales tax revenues and the administration an operation of the District. The District's initial primary role is to fund/assist in the funding of the CID Reimbursable Project Costs, which are a component of TIF Redevelopment Project 2

ITEM XIII: RESOLUTIONS

ITEM XIII (A)
R16-27
Introduced by Alderman Valerie Palecek

A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Extend, for One Contract Period, the Agreement for On-Call Engineering/Consulting Services with Bartlett & West, Inc.

To provide on-call planning and design of Grain Valley projects

ITEM XIII (B) R16-28 *Introduced by Alderman Dale Arnold*	**A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Enter Into an Agreement with Ray County, Missouri for Confinement of Prisoners at the Ray County Correctional Facility** To provide detention services for persons arrested by Grain Valley Police Department, pending release by court or bond
ITEM XIII (C) R16-29 *Introduced by Alderman Dale Arnold*	**A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Enter Into an Agreement with the Blue Springs, Missouri Police Department for Confinement of Prisoners at the Blue Springs Police Department Detention Unit** To provide detention services for persons arrested by Grain Valley Police Department, pending release by court or bond

ITEM XIV: CITY ATTORNEY REPORT

- City Attorney Jim Cook

ITEM XV: CITY ADMINISTRATOR & STAFF REPORTS

- City Administrator Ryan Hunt
- Community Development Director Ken Murphy
- City Clerk Chenéy Parrish
- Finance Director Cathy Bowden
- Parks & Recreation Director Shannon Davies
- Chief of Police David Starbuck

ITEM XVI: BOARD OF ALDERMEN REPORTS & COMMENTS

- Alderman Dale Arnold
- Alderman Bob Headley
- Alderman Chuck Johnston
- Alderman Valerie Palecek
- Alderman Tranita Stanley
- Alderman Yolanda West

ITEM XVII: MAYOR REPORT

- Mayor Mike Todd

ITEM XVIII: EXECUTIVE SESSION

- Legal Actions, Causes of Action of Litigation Pursuant to Section 610.021(1), RSMo. 1998, as Amended
- Leasing, Purchase or Sale of Real Estate Pursuant to Section 610.021(2), RSMo. 1998, as Amended
- Hiring, Firing, Disciplining or Promoting of Employees (personnel issues), Pursuant to Section 610.021(3), RSMo. 1998, as Amended
- Individually Identifiable Personnel Records, Personnel Records, Performance Ratings or Records Pertaining to Employees or Applicants for Employment, Pursuant to Section 610.021(13), RSMo 1998, as Amended

ITEM XIX: ADJOURNMENT

PLEASE NOTE

THE NEXT SCHEDULED MEETING OF THE CITY OF GRAIN VALLEY BOARD OF ALDERMEN WILL TAKE PLACE MAY 23, 2016 AS A REGULAR MEETING AT 7:00 P.M. TO BE HELD IN THE COUNCIL CHAMBERS OF GRAIN VALLEY CITY HALL

PERSONS REQUIRING AN ACCOMMODATION TO ATTEND AND PARTICIPATE IN THE MEETING SHOULD CONTACT THE CITY CLERK AT 816.847.6211 AT LEAST 48 HOURS BEFORE THE MEETING

THE CITY OF GRAIN VALLEY IS INTERESTED IN EFFECTIVE COMMUNICATION FOR ALL PERSONS

UPON REQUEST, THE MINUTES FROM THIS MEETING CAN BE MADE AVAILABLE BY CALLING 816.847.6211

Proclamations

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City of Grain Valley, Missouri

Proclamation

WHEREAS, the City of Grain Valley, Missouri and our community have great admiration and the utmost gratitude for all the men and women who have selflessly served their country and this community in the Armed Forces; and

WHEREAS, veterans have paid the high price of freedom by leaving their families and communities and placing themselves in harm's way for the good of all; and

WHEREAS, the contributions and sacrifices of the men and women who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, many men and women in uniform have given their lives while serving in the Armed Forces; and

WHEREAS, many citizens of our community have earned the Purple Heart Medal as a result of being wounded while engaged in combat with an enemy force, construed as a singularly meritorious act of essential service; and

WHEREAS, the City of Grain Valley, Missouri seeks to remember and recognize those citizens who are recipients of the Purple Heart Medal;

NOW, THEREFORE, **BE IT PROCLAIMED** that the City of Grain Valley, Missouri Board of Aldermen and I, Mayor Mike Todd, do hereby declare the City of Grain Valley to be a **Purple Heart City**, honoring the service and sacrifice of our nation's men and women in uniform, wounded or killed by the enemy, while serving to protect the freedoms enjoyed by all Americans.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed the *9th* day of *May, 2016* in the City of Grain Valley, Missouri.

MIKE TODD
MAYOR

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Consent Agenda

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MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity

I. COURT INFORMATION	Contact information same as last report ☐		
	Municipality:	Reporting Period:	
Mailing Address: GRAIN VALLEY	Software Vendor:		April, 2016
Physical Address: 711 MAIN	County	Circuit: Tyler Technologies	
Telephone Number: 711 MAIN	Fax Number: JACKSON		16
Prepared By: (816) 847-6240	E-mail Address	iNotes ☐ (816) 847-6209	
Municipal Judge(s): Pamela Shrout	Prosecuting Attorney: PSHROUT@CITYOFGRAINVALLEY.ORG		

II. MONTHLY CASELOAD INFORMATION JOHN JACK	Alcohol & Drug related Traffic	Other Traffic	Non-Traffic Ordinance JAMES COOK	
A. Cases *(citations / informations)* pending at start of month				
B. Cases *(citations / informations)* filed				
C. Cases *(citations / informations)* disposed		210	625	186
1. jury trial *(Springfield, Jefferson County, and St. Louis County only)*		22	139	20
2. court / bench trial - GUILTY				
3. court / bench trial - NOT GUILTY				
4. plea of GUILTY in court		0	0	0
5. Violations Bureau Citations *(i.e., written plea of guilty)* and bond forfeitures by court order *(as payment of fines / costs)*		0	0	0
6. dismissed by court		0	0	0
7. *nolle prosequi*				
8. certified for jury trial *(not heard in the Municipal Division)*		15	62	11
9. **TOTAL CASE DISPOSITIONS**		0	18	0
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) - C9]		8	16	7
E. Trial de Novo and / or appeal applications filed		0	0	0

III. WARRANT INFORMATION ***(pre- & post-disposition)***		**IV. PARKING TICKETS**		
		0	0	0
1. # Issued during reporting period		# Issued during period		
2. # Served/withdrawn during reporting period		23	96	18
		☐ Court staff does not process parking tickets		
3. # Outstanding at end of reporting period		209	668	188
		0	0	0

38 4

29

287

MUNICIPAL DIVISION SUMMARY REPORTING FORM

I. COURT INFORMATION	Municipality: GRAIN VALLEY	Reporting Period: April, 2016

V. DISBURSEMENTS

Excess Revenue (minor traffic violations, subject to the excess revenue percentage limitation)		Other Disbursements cont.	
Fines - Excess Revenue	$		$
Clerk Fee - Excess Revenue	$	5,956.37 O/R CVC Paid to City	$ 25.16
Crime Victims Compensation (CVG) Fund surcharge - Paid to City/Excess Revenue	$	540.00	$
Bond forfeitures (paid to city) - Excess Revenue	$		$
Total Excess Revenue	$	16.65	$
Other Revenue (non-minor traffic and ordinance violations not subject to the excess revenue percentage limitation)		250.00	$
Fines - Other	$	6,763.02	$
Clerk Fee - Other	$		$
Judicial education Fund (JEF) ☐ Court does not retain funds for JEF	$		$
Peace Officer Standard and Training (POST) Commission surcharge	$	5,061.92	$
Crime Victims Compensation (CVC) Fund surcharge - Paid to state	$	816.00	$
Law Enforcement Training (LET) Fund surcharge	$	0.00	$
Domestic Violence Shelter surcharge	$		$
Inmate Prisoner Detainee Security Fund surcharge	$	111.00	$
Sheriff's Retirement Fund (SRF) surcharge	$	791.43	$
Restitution	$	226.00	$
Parking ticket revenue *(including penalties)*	$	436.00	$
Bond forfeitures *(paid to city) - Other*	$	0.00	$
Total Other Revenue	$		$
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.		336.10 **Total Other Disbursements**	$
		1,193.75 **Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited**	$
	$	0.00	
	$	**Bond Refunds** 0.00	$
	$	**Total Disbursements** 8,972.20	$

1,651.72

17,386.94

INCARCERATION REIMBURSEMENT 556.87

OFFICER REIMBURSEMENT DWI 649.26 1,486.00

EQUIPMENT REIMB DWI 420.43 18,872.94

ITEM I: CALL TO ORDER

- The Board of Aldermen of the City of Grain Valley, Missouri, met in Regular Session on April 25, 2016 at 7:01 p.m. in the Council Chambers located at Grain Valley City Hall
- The meeting was called to order by Mayor Mike Todd

ITEM II: ROLL CALL

- City Clerk Chenéy Parrish called roll
- *Present: Arnold, Headley, Johnston, Palecek, Stanley, West*
- *Absent: None*

-QUORUM PRESENT-

ITEM III: INVOCATION

- Invocation was given by City Administrator Ryan Hunt

ITEM IV: PLEDGE OF ALLEGIANCE

- The Pledge of Allegiance was led by Alderman Valerie Palecek

ITEM V: APPROVAL OF AGENDA

- City Administrator Hunt noted no changes to the agenda

ITEM VI: PROCLAMATIONS

- None

ITEM VII: CITIZEN PARTICIPATION

- Mayor Todd opened the floor for citizen participation
  - Jan Brill, 1035 SW Ephraim, updated the Board on the amicus brief that has been filed against HB 722. She thanked the Board for their time and consideration.

ITEM VIII: PREVIOUS CONSENT AGENDA

- March 2016 – Court Report
- March 28, 2016 – Board of Aldermen Minutes
- April 11, 2016 – Accounts Payable

- *Alderman West made a Motion to Approve Consent Agenda*
- *The Motion was Seconded by Alderman Arnold*
- *Motion to Approve Consent Agenda was voted on with the following voice vote:*
  - *Aye: Arnold, Headley, Johnston, Palecek, Stanley, West*

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- *Nay: None*
- *Abstain: None*

-MOTION APPROVED: 6-0-

ITEM IX: PREVIOUS BUSINESS

- None

ITEM X: PRESENTATIONS

- None

ITEM XI: EXECUTIVE SESSION

- Mayor Todd stated a need to hold an Executive Session for Legal Actions, Causes of Action of Litigation Pursuant to Section 610.021(1), RSMo. 1998, as Amended.
- *Alderman Johnston moved to close the Regular Meeting for items related to Section 610.021(1), RSMo 1998, As Amended.*
- *The motion was seconded by Alderman Arnold*
  - No Discussion
- *The motion was voted on with the following roll call vote:*
  - *Aye: Arnold, Headley, Johnston, Palecek, Stanley, West*
  - *Nay: None*
  - *Abstain: None*

-MOTION CARRIED: 6-0-

-THE REGULAR MEETING CLOSED AT 7:04 PM

- *Alderman Arnold moved to open the Regular Meeting*
- *The motion was seconded by Alderman Headley*
  - No Discussion
- *The motion was voted on with the following roll call vote:*
  - *Aye: Arnold, Headley, Johnston, Palecek, Stanley, West*
  - *Nay: None*
  - *Abstain: None*

-MOTION CARRIED: 6-0-

-THE REGULAR MEETING OPENED AT 7:12 PM

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ITEM XII: ORDINANCES

Bill No. B16-07: An Ordinance Declaring the Results of the General Election held in the City of Grain Valley, Missouri on April 5, 2016

- City Attorney Jim Cook read **Bill No. B16-07** for its first reading by title only
- *Alderman Johnston moved to accept first reading of **Bill No. B16-07** bringing it back for a second reading by title only*
- *The Motion was Seconded by Alderman West*
  - No Discussion
- ***Bill No. B16-07** was voted upon with the following voice vote:*
  - *Aye: Arnold, Headley, Johnston, Palecek, Stanley, West*
  - *Nay: None*
  - *Abstain: None*

-Bill No. B16-07 Approved for a Second Reading: 6-0-

- City Attorney Jim Cook read **Bill No. B16-07** for its second reading by title only
- *Alderman Johnston moved to accept the second reading of **Bill No. B16-07** making it Ordinance #2383*
- *The Motion was Seconded by Alderman Stanley*
  - No Discussion
- ***Bill No. B16-07** was voted upon with the following roll call vote:*
  - *Aye: Arnold, Headley, Johnston, Palecek, Stanley, West*
  - *Nay: None*
  - *Abstain: None*

-BILL NO. B16-07 BECAME ORDINANCE #2383: 6-0-

ITEM XIII: ELECTED OFFICIAL OATH OF OFFICE

- City Clerk Chenéy Parrish administered the Oath of Office to the following elected officials:
  - Mike Todd, Mayor
  - Dale Arnold, Alderman Ward I
  - Yolanda West, Alderman Ward II
  - Bob Headley, Alderman Ward III

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ITEM XIV: CONSENT AGENDA

- April 25, 2016 – Accounts Payable
- April 25, 2016 – HR Destruction Certificate

- *Alderman West made a Motion to Approve Consent Agenda*
- *The Motion was Seconded by Alderman Stanley*
- *Motion to Approve Consent Agenda was voted on with the following voice vote:*
  - *Aye: Arnold, Headley, Johnston, Palecek, Stanley, West*
  - *Nay: None*
  - *Abstain: None*

-MOTION APPROVED: 6-0-

ITEM XV: NEW BUSINESS

- None

ITEM XVI: ORDINANCES

Bill No. B16-08: An Ordinance Approving the Final Plat of Eagle Ridge Estates 2nd Plat

- City Attorney Jim Cook read **Bill No. B16-08** for its first reading by title only
- *Alderman Palecek moved to accept first reading of **Bill No. B16-08** bringing it back for a second reading by title only*
- *The Motion was Seconded by Alderman Headley*
  - No Discussion
- ***Bill No. B16-08** was voted upon with the following voice vote:*
  - *Aye: Arnold, Headley, Johnston, Palecek, Stanley, West*
  - *Nay: None*
  - *Abstain: None*

-Bill No. B16-08 Approved for a Second Reading: 6-0-

Bill No. B16-09: An Ordinance Approving the Final Plat of Woodbury 5th Plat

- City Attorney Jim Cook read **Bill No. B16-09** for its first reading by title only
- *Alderman Palecek moved to accept first reading of **Bill No. B16-09** bringing it back for a second reading by title only*

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- *The Motion was Seconded by Alderman Headley*
  - No Discussion
- ***Bill No. B16-09*** *was voted upon with the following voice vote:*
  - *Aye: Arnold, Headley, Johnston, Palecek, Stanley, West*
  - *Nay: None*
  - *Abstain: None*

-Bill No. B16-09 Approved for a Second Reading: 6-0-

ITEM XVII: RESOLUTIONS

Resolution No. R16-23: A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Enter Into an Agreement with the Missouri Department of Transportation for Grant Funded Overtime for DWI Enforcement and Hazardous Moving Violations Enforcement

- City Attorney Jim Cook read **Resolution No. R16-23** by title only
- *Alderman Arnold moved to accept Resolution No. R16-23 as read*
- *The Motion was Seconded by Alderman Palecek*
- *Resolution No. R16-23 was voted upon with the following voice vote:*
  - *Aye: Arnold, Headley, Johnston, Palecek, Stanley, West*
  - *Nay: None*
  - *Abstain: None*

-RESOLUTION NO. R16-23 APPROVED: 6-0-

Resolution No. R16-24: A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Enter Into A Cost-Share Agreement With the Grain Valley School District for Improvements to the High School Softball Field

City Attorney Jim Cook read **Resolution No. R16-24** by title only

- *Alderman Stanley moved to accept Resolution No. R16-24 as read*
- *The Motion was Seconded by Alderman Johnston*
- *Alderman Arnold asked if this was a budgeted expense; City Administrator Hunt explained that it was included in the budget. Alderman Arnold asked if the field was being used by the community; Parks & Recreation Director Shannon Davies explained that it will be heavily used during the summer months.*
- *Resolution No. R16-24 was voted upon with the following voice vote:*

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- *Aye: Arnold, Headley, Johnston, Palecek, Stanley, West*
- *Nay: None*
- *Abstain: None*

-RESOLUTION NO. R16-24 APPROVED: 6-0-

Resolution No. R16-25: A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Submit a Letter on Behalf of the City Stating No Objection to a Proposed Annexation of Certain Parts of Right of Way of Route U.S. Highway 40 by the City of Blue Springs

- City Attorney Jim Cook read **Resolution No. R16-25** by title only
- *Alderman Stanley moved to accept Resolution No. R16-25 as read*
- *The Motion was Seconded by Alderman Headley*
- *City Administrator Hunt explained that the City of Blue Springs is annexing within their boundaries and it has no impact on the City of Grain Valley. After consulting with City Attorney Cook, he felt passing a resolution authorizing him to submit the letter of no objection was a good precautionary measure.*
- *Resolution No. R16-25 was voted upon with the following voice vote:*
  - *Aye: Arnold, Headley, Johnston, Palecek, Stanley, West*
  - *Nay: None*
  - *Abstain: None*

-RESOLUTION NO. R16-25 APPROVED: 6-0-

Resolution No. R16-26: A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Appointing Members to the Grain Valley Marketplace Community Improvement District (CID) Board

- City Attorney Jim Cook read **Resolution No. R16-26** by title only
- *Alderman Palecek moved to accept Resolution No. R16-26 as read*
- *The Motion was Seconded by Alderman Stanley*
- *City Administrator Hunt explained that these new appointments are required as a result of the recent sale of property.*
- *Resolution No. R16-26 was voted upon with the following voice vote:*
  - *Aye: Arnold, Headley, Johnston, Palecek, Stanley, West*
  - *Nay: None*
  - *Abstain: None*

-RESOLUTION NO. R16-26 APPROVED: 6-0-

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ITEM XIV: CITY ATTORNEY REPORT

- City Attorney Jim Cook
  - None

Item XV: CITY ADMINISTRATOR/STAFF REPORTS

- City Administrator *(City Administrator Ryan Hunt)*
  - *City Administrator Ryan Hunt reported that the 2017 budget timeline has been set. Within the next few days he will provide dates for the upcoming budget workshops.*
- Finance *(Finance Director Cathy Bowden)*
  - *Finance Director Cathy Bowden gave an update on the robo-calling that was initiated last week. 135 customers were contacted and, so far, there has been a positive response.*
- City Clerk *(City Clerk Chenéy Parrish)*
  - *City Clerk Chenéy Parrish shared Save the Date information for the 21st Annual Toast to Our Towns, which will be held September 17, 2016. She also provided information about the Missouri Municipal League's West Gate Division meeting, being hosted by the City of Riverside, Thursday, May 26th. The Missouri Municipal League is also hosting an Elected Officials Training Conference June 9 – 10th in Columbia, MO.*
  - *City Administrator Ryan Hunt reminded the Board that the MML events are budgeted expenses, if anyone wants to attend.*
- Community Development (*Community Development Director Ken Murphy)*
  - *None*
- Parks & Recreation Department *(Parks & Recreation Director Shannon Davies)*
  - *None*
- Police *(Chief of Police David Starbuck)*
  - *None*

ITEM XVI: BOARD OF ALDERMEN REPORTS & COMMENTS

- Alderman Dale Arnold
  - Alderman Arnold asked if the Ryan Road issue has been resolved. Community Development Director Ken Murphy stated that he believes it has.
- Alderman Bob Headley
  - Alderman Headley reported on a recent school board meeting he attended. Dr. Moss is in discussions with Metropolitan Community College concerning Grain Valley becoming "in-district". The school board needs to endorse a plan to get the issue on the ballot, with voters having the final decision. Alderman Headley feels

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the City should support this initiative.

- Alderman Chuck Johnston
  - Alderman Johnston stated that people are confused about the parking lot at the corner of Walnut and whether it is for public use. City Administrator Hunt stated that signs have been ordered and plans are being made to have a ribbon cutting ceremony in May, recognizing the Lefko family.
- Alderman Valerie Palecek
  - None
- Alderman Tranita Stanley
  - Alderman Stanley shared citizens' concerns about mowing and trash along the highway. The area of concern is the responsibility of the Missouri Department of Transportation and they have requested that it only be mowed by their personnel.
  - Alderman Stanley also thanked everyone who voted for her last year, adding that it has been a great year and she looks forward to the next.
- Alderman Yolanda West
  - None

ITEM XVII: MAYOR MIKE TODD

- Mayor Todd
  - Mayor Todd stated that it may be time for another water rate study. Water rates and taxes were a major concern expressed by residents during the elections. City Administrator Hunt agreed that it is a good time to look at rates. The last study was conducted in 2012, with rate increases in 2013, 2014, and 2015.
  - Mayor Todd also discussed the desire to have a Public Information Officer (PIO) and asked that the budget be reviewed for savings in other areas that would support a PIO.

ITEM XVIII: EXECUTIVE SESSION

- Mayor Todd stated there was no need to hold an Executive Session.

Item XIX: ADJOURNMENT

- The meeting adjourned at 7:42 p.m.

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Minutes submitted by:

_____ _____
Chenéy Parrish Date
City Clerk

Minutes approved by:

_____ _____
Mike Todd Date
Mayor

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ELECTED OFFICIALS PRESENT	ELECTED OFFICIALS ABSENT	STAFF OFFICIALS PRESENT
Mayor Mike Todd	None	City Attorney Jim Cook
Alderman Dale Arnold		City Administrator Ryan Hunt
Alderman Bob Headley		City Clerk Chenéy Parrish
Alderman Chuck Johnston		Community Development Director Ken Murphy
Alderman Valerie Palecek		Finance Director Cathy Bowden
Alderman Tranita Stanley		Parks & Recreation Director Shannon Davies
Alderman Yolanda West		Chief of Police David Starbuck

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
NON-DEPARTMENTAL	GENERAL FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	2,352.45
		FAMILY SUPPORT PAYMENT CENTER	VANDER LINDEN CASE 6079233	184.62
		AFLAC	AFLAC AFTER TAX	71.37
			AFLAC CRITICAL CARE	6.78
			AFLAC PRETAX	249.55
			AFLAC-W2 DD PRETAX	204.03
		ICMA RC	ICMA 457 %	323.38
			ICMA 457	410.50
		INTERNAL REVENUE SERVICE	FEDERAL WH	6,549.47
			SOCIAL SECURITY	3,866.39
			MEDICARE	904.22_
			TOTAL:	15,122.76
HR/CITY CLERK	GENERAL FUND	INTERNAL REVENUE SERVICE	SOCIAL SECURITY	49.48
			MEDICARE	11.57_
			TOTAL:	61.05
INFORMATION TECH	GENERAL FUND	VERIZON WIRELESS	CELLULAR SERVICES 04/19-05	160.04
			CELLULAR SERVICES 04/19-05	40.01
		INFORMATION TECHNOLOGIES INC	ITI INSTALL	284.00_
			TOTAL:	484.05
BLDG & GRDS	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	98.80
		KCP&L	600 BUCKNER TARSNEY RD	15.74
			800 MAIN (FAIRGROUND)	17.26
			596 BUCKNER TARSNEY	26.28
			CAPPELL & FRONT, PH	11.32
			618 JAMES ROLLO CT	83.28
			6100 S BUCKNER TARSNEY RD	20.38
			618 JAMES ROLLO CT	24.48
			711 MAIN ST	1,141.41
			620 JAMES ROLLO CT	127.08
		WINDSTREAM COMMUNICATIONS	WINDSTREAM COMMUNICATIONS	349.75
		LIPPERT MECHANICAL SERVICE CORP	LIPPERT MECHANICAL	8,948.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	74.70
			MEDICARE	17.47_
			TOTAL:	10,955.95
ADMINISTRATION	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	269.76
		MARC D LAVOIE	2016 PIO SERVICES	800.00
		EASTERN JACKSON CO YOUTH CRT	ADJUDICATION OF JUV OFF	1,500.00
		ICMA RC	EMPLOYEE DEDUCTIONS	99.04
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	219.69
			MEDICARE	51.39_
			TOTAL:	2,939.88
LEGAL	GENERAL FUND	JAMES T COOK	CITY ATTORNEY	837.50
		DYSART TAYLOR COTTER	GENERAL	1,087.50
			GERKE, JONATHAN	112.50_
			TOTAL:	2,037.50
FINANCE	GENERAL FUND	TROUTT BEEMAN & CO PC	ANNUAL AUDIT	15,000.00
		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	0.50
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	187.51
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	143.64
			MEDICARE	33.59

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			TOTAL:	15,365.24
COURT	GENERAL FUND	JAMES T COOK	CITY PROSECUTOR	875.00
		JOHN R JACK	MAY 16 JUDICIAL FEES	600.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	140.31
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	106.09
			MEDICARE	24.81_
			TOTAL:	1,746.21
VICTIM SERVICES	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	110.55
		VERIZON WIRELESS	CELLULAR SERVICES 04/19-05	51.67
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	132.43
			MEDICARE	30.97_
			TOTAL:	325.62
FLEET	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	135.49
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	102.44
			MEDICARE	23.96_
			TOTAL:	261.89
POLICE	GENERAL FUND	MISSOURI LAGERS	EMPLOYER CONTRIBUTIONS	3,074.40
			MONTHLY CONTRIBUTIONS	367.76
			RECON APRIL 16	0.09-
		STATE BANK OF MISSOURI	MAY 16 COBAN LEASE	1,831.90
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	534.90
			BULK GASOHOL/DIESEL	50.88
			BULK GASOHOL/DIESEL	965.84
			BULK GASOHOL/DIESEL	30.59
		COMCAST	HIGH SPEED INTERNET	149.85
		VERIZON WIRELESS	CELLULAR SERVICES 04/19-05	754.41
			CELLULAR SERVICES 04/19-05	80.02
			CELLULAR SERVICES 04/19-05	155.01
		INFORMATION TECHNOLOGIES INC	ITI INSTALL	284.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	2,609.41
			MEDICARE	610.26
		JACKSON COUNTY MGR OF FINANCE	DISPATCHING SERVICE	7,919.61_
			TOTAL:	19,418.75
ANIMAL CONTROL	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	102.23
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	29.55
		VERIZON WIRELESS	CELLULAR SERVICES 04/19-05	31.89
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	81.63
			MEDICARE	19.09_
			TOTAL:	264.39
PLANNING & ENGINEERING	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	456.96
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	37.98
			BULK GASOHOL/DIESEL	20.74
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	346.91
			MEDICARE	81.13_
			TOTAL:	943.72
NON-DEPARTMENTAL	PARK FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	371.90
		AFLAC	AFLAC CRITICAL CARE	3.48
			AFLAC PRETAX	15.03
			AFLAC-W2 DD PRETAX	18.66

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		ICMA RC	ICMA 457 %	146.32
			ICMA 457	331.00
		INTERNAL REVENUE SERVICE	FEDERAL WH	1,116.27
			SOCIAL SECURITY	761.74
			MEDICARE	178.14_
			TOTAL:	2,942.54
PARK ADMIN	PARK FUND	GRAIN VALLEY SCHOOL DISTRICT	Softball Field Renovation	11,000.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	415.21
		WINDSTREAM COMMUNICATIONS	WINDSTREAM COMMUNICATIONS	58.29
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	113.15
			BULK GASOHOL/DIESEL	125.46
		DEERE & COMPANY	John Deere 997R	15,570.12
			John Deere 997R	0.01
		VERIZON WIRELESS	CELLULAR SERVICES 04/9-05/	51.67
		ICMA RC	EMPLOYEE DEDUCTIONS	19.81
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	324.15
			MEDICARE	75.80_
			TOTAL:	27,753.67
PARKS STAFF	PARK FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	253.13
		KCP&L	701 SW EAGLES PKWY, BALLFI	17.26
			ARMSTRONG PARK 041503	233.12
			ARMSTRONG PARK DR	35.12
			ARMSTRONG PARK 098095	51.34
			800 MAIN (FARIGROUND)	17.26
			ARMSTRONG PARK 017576	284.48
			28605 E HWY AA #4	35.72
			28605 E HWY AA #3	17.19
			28605 E HWY AA B3	17.19
			28605 E HWY AA #2	17.19
			JAMES ROLLO SHELTER #2	36.95
			MAIN-ARMSTRONG SHELTER 1	17.19
			618 JAMES ROLLO CT	41.64
			ARMSTRONG PARK	30.07
			6100 S BUCKNER TARSNEY RD	81.27
			28605 E HWY AA FOOTBALL	20.75
			28605 E HWY AA EAST	17.26
			618 JAMES ROLLO CT	12.24
		INSTANT SHADE INC	Tree Transplant at MM	1,880.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	232.20
			MEDICARE	54.31_
			TOTAL:	3,402.88
RECREATION	PARK FUND	ALLIED REFRESHMENT	CONCESSION DRINKS	178.00
		SAMS CLUB/GECRB	CONC PRODUCT & SUPPLIES	18.24
			CONC PRODUCT & SUPPLIES	139.69
			CONC PRODUCT & SUPPLIES	563.09
			CONC PRODUCT & SUPPLIES	1,225.59
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	10.02
			SOCIAL SECURITY	2.44
			MEDICARE	2.35
			MEDICARE	0.57_
			TOTAL:	2,139.99
COMMUNITY CENTER	PARK FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	131.43

DEPARTMENT	FUND	VENDOR NAME		DESCRIPTION	AMOUNT_
		KCP&L		713 MAIN ST	1,202.42
				713 MAIN #A	144.77
		VERIZON WIRELESS		CELLULAR SERVICES 04/19-05	51.67
		INTERNAL REVENUE SERVICE		SOCIAL SECURITY	192.93
				MEDICARE	45.11_
				TOTAL:	1,768.33
POOL	PARK FUND	MIDWEST POOL MANAGEMENT		POOL MANAGEMENT CONTRACT	19,423.00_
				TOTAL:	19,423.00
NON-DEPARTMENTAL	TRANSPORTATION	MO DEPT OF REVENUE		MISSOURI WITHHOLDING	142.05
		AFLAC		AFLAC PRETAX	6.31
				AFLAC-W2 DD PRETAX	8.05
		ICMA RC		ICMA 457	10.50
		INTERNAL REVENUE SERVICE		FEDERAL WH	413.77
				SOCIAL SECURITY	249.55
				MEDICARE	58.36_
				TOTAL:	888.59
TRANSPORTATION	TRANSPORTATION	MISSOURI LAGERS		MONTHLY CONTRIBUTIONS	330.30
		KCP&L		655 SW EAGLES PKWY	29.22
				GRAIN VALLEY ST LIGHTS	6,455.28
				GRAIN VALLEY STREET LT	5,336.96
				GRAIN VALLEY ST LGHTS	75.85
				618 JAMES ROLLO CT	83.28
				AA HWY & SNI-A-BAR BLVD	24.62
				618 JAMES ROLLO CT	24.48
				711 MAIN ST	97.83
		PAVING MAINTENANCE SUPPLY INC		CRACK SEAL MATERIAL	7,425.00
		WINDSTREAM COMMUNICATIONS		PHONE CHARGES 04/21-05/20	47.87
				WINDSTREAM COMMUNICATIONS	34.97
		HAMPEL OIL INC		BULK GASOHOL/DIESEL	53.45
				BULK GASOHOL/DIESEL	70.80
		RHOMAR INDUSTRIES INC		SEALANT FOR SPREADERS	748.76
		APAC KANSAS INC		ROCK	123.49
		VERIZON WIRELESS		CELLULAR SERVICES 04/19-05	25.82
		INTERNAL REVENUE SERVICE		SOCIAL SECURITY	249.55
				MEDICARE	58.36
		MOLLE CHEVROLET INC		3500 CHEVY PICK UP	5,420.00_
				TOTAL:	26,715.89
NON-DEPARTMENTAL	MKT PLACE NID- PR#	UMB BANK NA		GV15 NID LTD GO MKTPL INTE	15,625.00_
				TOTAL:	15,625.00
NON-DEPARTMENTAL	WATER/SEWER FUND	MO DEPT OF REVENUE		MISSOURI WITHHOLDING	911.60
		AFLAC		AFLAC PRETAX	37.52
				AFLAC-W2 DD PRETAX	55.01
		MISCELLANEOUS	PALMER, HEATHER	20-110100-06	48.06
			ELLIS, TODD	20-121000-13	31.08
			MCKINLEY, PHILLIP	20-150780-02	4.23
			MELTON, ALEXANDRIA	20-150831-03	15.54
			LAWS, JENNIFER	20-151491-00	66.43
			WAGONER, NICK	20-151890-02	12.93
			GRAY, KAYE	20-199880-09	65.54
			CLEVENGER, NICHOLAS	20-562160-05	65.54
			THOMAS, STEWART	20-562310-06	65.54

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		GAYLER, ASHLEY	20-562660-08	47.67
		LEAMON, GERRI	20-562670-08	65.54
		HAWKINS, HEATHER	20-562720-05	65.54
		SALLEE HOMES	20-568140-00	15.54
		BANKS, DANIEL	20-568400-01	14.76
		SALLEE HOMES INC	20-599202-00	15.54
		YULE, RICHARD	20-621180-02	15.54
		RYMEG INC	20-622810-00	15.54
		WARD DEVELOPMENT	20-701206-00	15.54
		HARDING, OPAL	20-702010-06	78.07
		ROCKWELL, MICHELLE	10-251000-07	40.81
		DEWITT, SANDRIA M	10-319000-03	48.56
		MAIN STREET RENEWEL,	10-900670-04	17.28
		MAIN STREET RENEWAL	20-682860-06	102.03
		ICMA RC	ICMA 457 %	202.13
			ICMA 457	98.00
		INTERNAL REVENUE SERVICE	FEDERAL WH	2,803.46
			SOCIAL SECURITY	1,599.27
			MEDICARE	374.06_
			TOTAL:	7,013.90
WATER	WATER/SEWER FUND	PEREGRINE CORPORATION	APR MONTHLY BILL PRINTING	655.04
			APR MONTHLY BILL PRINTING	123.16
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	966.61
		KCP&L	825 STONEBROOK DR	76.22
			1301 TYER RD UNIT A	76.62
			618 JAMES ROLLO CT	104.11
			1301 TYER RD UNIT B	240.79
			618 JAMES ROLLO CT	30.60
			618 JAMES ROLLO CT UNIT B	1,851.32
			711 MAIN ST	195.67
			1012 STONEBROOK LN	82.37
		MARC D LAVOIE	2016 PIO SERVICES	600.00
		WINDSTREAM COMMUNICATIONS	PHONE CHARGES 04/21-05/20	95.75
			WINDSTREAM COMMUNICATIONS	69.95
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	106.94
			BULK GASOHOL/DIESEL	141.64
		UTILITY SERVICE CO INC	RESOLUTION R16-19	11,566.95
			RESOLUTION R16-19	23,143.47
			RESOLUTION R16-19	3,077.17
		APAC KANSAS INC	ROCK	246.96
		VERIZON WIRELESS	CELLULAR SERVICES 04/19-05	51.63
		ICMA RC	EMPLOYEE DEDUCTIONS	39.62
		NEPTUNE TECHNOLOGY GROUP INC	5/8" WATER METERS	9,882.99
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	799.65
			MEDICARE	187.02
		MOLLE CHEVROLET INC	3500 CHEVY PICK UP	10,840.00_
			TOTAL:	65,252.25
SEWER	WATER/SEWER FUND	PEREGRINE CORPORATION	APR MONTHLY BILL PRINTING	655.04
			APR MONTHLY BILL PRINTING	123.16
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	966.62
		KCP&L	925 STONE BROOK DR	17.19
			WOODLAND DR	235.45
			405 JAMES ROLLO DR	253.51
			1326 GOLFVIEW DR	51.75

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			618 JAMES ROLLO CT	104.11
			WINDING CREEK SEWER	17.26
			110 SNI-A-BAR BLVD	86.61
			618 JAMES ROLLO CT	30.59
			711 MAIN ST	195.67
			1201 SEYMOUR RD	17.35
			110 NW SNI-A-BAR PKWY	17.19
			1017 ROCK CREEK LN	17.19
		MARC D LAVOIE	2016 PIO SERVICES	600.00
		WINDSTREAM COMMUNICATIONS	PHONE CHARGES 04/21-05/20	95.75
			WINDSTREAM COMMUNICATIONS	69.95
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	106.94
			BULK GASOHOL/DIESEL	141.64
		APAC KANSAS INC	ROCK	246.96
		VERIZON WIRELESS	CELLULAR SERVICES 04/19-05	51.63
		ICMA RC	EMPLOYEE DEDUCTIONS	39.61
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	799.59
			MEDICARE	187.02
		MOLLE CHEVROLET INC	3500 CHEVY PICK UP	10,840.00_
			TOTAL:	15,967.78
NON-DEPARTMENTAL	GENERAL FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	41.39
		TAYLOR HARRIS	BURCH RESTITUTION	987.00
		DAKOTA LAPEE	MAXON RESTITUTION	100.00
		HAMPEL OIL INC	CJC FUEL	140.59_
			TOTAL:	1,268.98
HR/CITY CLERK	GENERAL FUND	VALIDITY SCREENING SOLUTIONS	ALLEN BACKGROUND	40.00
			ELLIOTT BACKGROUND	40.00
			GOOSEY BACKGROUND	45.00
			LEHNING BACKGROUND	124.00
			PUGH BACKGROUND	40.00
			SHACKLES BACKGROUND	40.00
		PAVING MAINTENANCE SUPPLY INC	TIP VALVE-TIP-SEALING ROUN	214.30
		OFFICE DEPOT	STAPLER/PAPER/BATTERY	10.07
		WAGEWORKS	FLEX PLAN MONTHLY ADMIN/CO	90.50_
			TOTAL:	643.87
INFORMATION TECH	GENERAL FUND	OFFICE DEPOT	CABLE/NETGEAR GS105	69.35
			CABLE HDMI 6' BLK	16.05_
			TOTAL:	85.40
BLDG & GRDS	GENERAL FUND	ORKIN	06/15/15 SERVICE	62.52
		HOME DEPOT CREDIT SERVICES	GB EDGEWOOD 8" 2HDL BATH F	125.93
			UVRSL DSH KIT W ADAPTER	69.38
			16/3 8' BLACK POWER TOOL C	20.40
			BN BRECCIA NOUV MRB 10'	481.90
			BN BRECCIA NOUV MRB 6' STR	215.61
			1/2"X4'X8' USG ULTRALIGHT	8.74
			TUB OVERFLOW PLATE/EZ DRAI	77.74
			4LT BRUSHED NICKEL RACEWAY	39.88_
			TOTAL:	1,102.10
ADMINISTRATION	GENERAL FUND	OFFICE DEPOT	STAPLER/PAPER/BATTERY	27.50_
			TOTAL:	27.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
COURT	GENERAL FUND	KARI BOARDMAN	BOARDMAN:MEALS MO ASSOC FO	136.00_
			TOTAL:	136.00
FLEET	GENERAL FUND	UNIFIRST CORPORATION	PW/WOLTZ UNIFORMS	4.95
			PW/WOLTZ UNIFRORMS	4.94
		ADVANCE AUTO PARTS	PIPE SEALANT W/TFLN 6 ML	5.31
			24) OIL 5W30 FULL SYN 1 QT	95.70
			OIL FILTER/OIL 10W30 SYNTH	33.75
			OIL FILTER/ROUND DRAIN PAN	26.90
		OREILLY AUTOMOTIVE INC	2)NITRILE GLV	28.98
			THREAD KIT	36.99
			WIRE LOOM	0.28
			49)WIRE LOOM	13.72
			50) WIRE LOOM	14.00
		FASTENAL COMPANY	#10-32 INSTALL TOOL/#10-32	19.23_
			TOTAL:	284.75
POLICE	GENERAL FUND	OFFICE DEPOT	PAPER/TAPE	35.47
			POUCH/BADGE CARD	24.49
		SIRCHIE	NITRILE POWD-FREE BLK GLOV	254.15
		GOODYEAR COMMERCIAL TIRE	2)GY 245/55R18 EAG RSA VSB	254.00
		MIRROR IMAGE EXPRESS CARWASH	MAR 16 WASHES	96.00_
			TOTAL:	664.11
PLANNING & ENGINEERING	GENERAL FUND	DIGI PRINT	NAME PLATES	60.00
		ADVANCE AUTO PARTS	WIPER BLADES	18.03
		THE EXAMINER	CASE V16-001: NICHOLAS MIL	75.42_
			TOTAL:	153.45
NON-DEPARTMENTAL	PARK FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	18.08
		MISCELLANEOUS	PAULA ROBB:	150.00
			CHAD BENSHOOF:	90.00_
			TOTAL:	258.08
PARK ADMIN	PARK FUND	WALMART COMMUNITY	LEGACY PLAZA KICK OFF	45.78
		OFFICE DEPOT	PAPER/BADGE/CALENDAR	38.82_
			TOTAL:	84.60
PARKS STAFF	PARK FUND	A&A ELECTRICAL INC	ARMSTRONG EAST LIGHTS & RE	490.50
			ARMSTRONG WEST FIELD LIGHT	198.00
		FELDMANS FARM & HOME	PRONTO BIG N TUF 41% GLY 2	48.99
		OK TIRE STORE	2) 26X1200-12	250.62
		VALLEY OUTDOOR EQUIPMENT	SHIELD HOLDER SHORT/SHIELD	107.57
			ROLLER ASSY-CENTER 2 PIECE	6.84
			ISOLATOR-REAR BELT SHIELD	18.25
		WALMART COMMUNITY	CLEANING SUPPLIES/INSECT I	39.33
		OFFICE DEPOT	PAPER/BADGE/CALENDAR	26.39
		OREILLY AUTOMOTIVE INC	AIR TANK & TIRE GAUGE	68.97
		KORNIS ELECTRIC SUPPLY INC	MEMORIAL SITE SIGN CLAMPS	1.30
		INSTANT SHADE INC	INJEECTION FOR 2 ADDITIONA	70.00
		HOME DEPOT CREDIT SERVICES	SCOOP SHOVELS	57.68
		MISCELLANEOUS	LEVASY LAKES:	348.00
		BSN SPORTS INC	SCHUTT BBPL BASES/HOME PLA	382.85_
			TOTAL:	2,115.29
RECREATION	PARK FUND	WALMART COMMUNITY	CLEANING SUPPLIES/INSECT I	15.62

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			CONCESSION SUPPLIES	45.14
			CONCESSION SUPPLIES	12.76
			CONCESSION SUPPLIES	21.35
			INSECT INVASION RETURN	3.97-
		OFFICE DEPOT	PAPER/BADGE/CALENDAR	7.02
		ALEXANDER APPAREL	GV P&R PRESCHOOL SOCCER SH	219.00_
			TOTAL:	316.92
COMMUNITY CENTER	PARK FUND	MELODY TAYLOR	04/04-04/25 SILVERSNEAKERS	100.00
			04/15-04/27 SILVERSNEAKERS	150.00
		GENA KRUGER	03/31-05/12 THURS ZUMBA	92.40
		SAMS CLUB/GECRB	COFFEE SUPPLIES	9.98
		OFFICE DEPOT	PAPER/BADGE/CALENDAR	18.14
		SALLY WHITAKER	04/02-05/16 PILATES PT B	22.80
		PRISCILLA YOUNG	03/22-05/03 YOGA PT B	51.00
		MEYER LABORATORY INC	JANITORIAL SUPPLIES	234.37
		FREDAH JOHNSTON	04/14-04/26 LINE DANCING	133.00
		QUILL CORPORATION	JANITORIAL SUPPLIES	68.21
			JANITORIAL SUPPLIES	45.16_
			TOTAL:	925.06
POOL	PARK FUND	WALMART COMMUNITY	CONCESSION SUPPLIES	12.06
			CONCESSION SUPPLIES	77.79
		OFFICE DEPOT	PAPER/BADGE/CALENDAR	7.02_
			TOTAL:	96.87
NON-DEPARTMENTAL	TRANSPORTATION	KCMO CITY TREASURER	KC EARNINGS TAX WH	3.66_
			TOTAL:	3.66
TRANSPORTATION	TRANSPORTATION	K C BOBCAT	47) BIT ALL PURPOSE-70	436.63
		UNIFIRST CORPORATION	PW/WOLTZ UNIFORMS	18.46
			PW/WOLTZ UNIFRORMS	18.47
		PAVING MAINTENANCE SUPPLY INC	BEARING-SHAFT	122.22
		ADVANCE AUTO PARTS	1156 LED BULB 1 EA SYLVN	10.20
			1156 LED BULB 1 EA SYLVN	13.60
		OFFICE DEPOT	PEN	5.80
		OREILLY AUTOMOTIVE INC	AIR FILTER/SPARK PLUG	2.46
		ORKIN	06/15/15 SERVICE	5.36
			SERVICE 04/21/16	10.20
		SALLEYS PROPANE	29.3 GAL PROPANE	32.23
		USABLUEBOOK	LIFTING SLING/12 FT/2 PLY	23.75
		HOME DEPOT CREDIT SERVICES	PRO RUSTY METAL PRIMER 450	3.35
			PRO RUSTY METAL PRIMER 450	17.98
			POINT CYLIND/FILE	1.58-
			MILKWAUKEE 3" BRUSH KNOT G	9.94_
			TOTAL:	729.07
DEBT SERVICE	DEBT SERVICE FUND	UMB BANK NA	GV WW & SS RFDG SRS 2013	318.00_
			TOTAL:	318.00
NON-DEPARTMENTAL	WATER/SEWER FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	25.10
		MO DEPT OF REVENUE	APRIL 16 SALES TAX	3,232.33
			APRIL 16 SALES TAX	64.65-
			TOTAL:	3,192.78
WATER	WATER/SEWER FUND	UNIFIRST CORPORATION	PW/WOLTZ UNIFORMS	36.93

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			PW/WOLTZ UNIFRORMS	36.93
		ADVANCE AUTO PARTS	1156 LED BULB 1 EA SYLVN	20.40
			1156 LED BULB 1 EA SYLVN	27.20
		OFFICE DEPOT	PEN	11.59
			STAPLER/PAPER/BATTERY	27.00
		OREILLY AUTOMOTIVE INC	AIR FILTER/SPARK PLUG	4.93
		ORKIN	06/15/15 SERVICE	10.72
			SERVICE 04/21/16	20.39
		BLUE SPRINGS WINWATER CO	10 X 12 ALL SS REPAIR CLAM	235.00
		S & S PRINTING	1000) SHUT OFF TAGS	35.00
		FASTENAL COMPANY	YLW PAINTMRKR	17.35
		USABLUEBOOK	LIFTING SLING/12 FT/2 PLY	47.48
		HOME DEPOT CREDIT SERVICES	PRO RUSTY METAL PRIMER 450	6.68
			PRO RUSTY METAL PRIMER 450	119.43
			PRO RUSTY METAL PRIMER 450	35.98
			POINT CYLIND/FILE	3.18-
			MILKWAUKEE 3" BRUSH KNOT G	19.90
		TYLER TECHNOLOGIES INC	MAY MONTHLY FEES	97.00_
			TOTAL:	806.73
SEWER	WATER/SEWER FUND	UNIFIRST CORPORATION	PW/WOLTZ UNIFORMS	36.93
			PW/WOLTZ UNIFRORMS	36.93
		ADVANCE AUTO PARTS	1156 LED BULB 1 EA SYLVN	20.40
			1156 LED BULB 1 EA SYLVN	27.20
		OFFICE DEPOT	PEN	11.60
		OREILLY AUTOMOTIVE INC	AIR FILTER/SPARK PLUG	4.93
		ORKIN	06/15/15 SERVICE	10.72
			SERVICE 04/21/16	20.39
		BLUE SPRINGS WINWATER CO	CS 102 MANHOLE JOINT SEALA	104.00
		USABLUEBOOK	LIFTING SLING/12 FT/2 PLY	47.48
		HOME DEPOT CREDIT SERVICES	PRO RUSTY METAL PRIMER 450	6.68
			PRO RUSTY METAL PRIMER 450	35.98
			POINT CYLIND/FILE	3.18-
			MILKWAUKEE 3" BRUSH KNOT G	19.90
		TYLER TECHNOLOGIES INC	MAY MONTHLY FEES	97.00_
			TOTAL:	476.96

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_

========== FUND TOTALS ==========

100	GENERAL FUND	74,293.17
200	PARK FUND	61,227.23
210	TRANSPORTATION	28,337.21
310	MKT PLACE NID- PR#2	15,625.00
400	DEBT SERVICE FUND	318.00
600	WATER/SEWER FUND	92,710.40
	GRAND TOTAL:	272,511.01

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF GRAIN VALLEY
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 4/16/2016 THRU 4/29/2016
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 0/00/0000 THRU 99/99/9999

PAYROLL SELECTION

PAYROLL EXPENSES: NO
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: None
SEQUENCE: By Department
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: C O U N C I L R E P O R T
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:YES

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Ordinances

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CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM		
MEETING DATE	4/25/2016 & 05/09/2016	
BILL NUMBER	B16-08	
AGENDA TITLE	**AN ORDINANCE APPROVING THE FINAL PLAT OF EAGLE RIDGE ESTATES 2nd PLAT**	
REQUESTING DEPARTMENT	Community Development	
PRESENTER	Ken Murphy, Community Development Director	
FISCAL INFORMATION	Cost as recommended:	n/a
	Budget Line Item:	n/a
	Balance Available	n/a
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	The purpose of this request is to gain final plat approval for Eagle Ridge Estates 2nd Plat.	
BACKGROUND	This is the second of three phases planned for Eagle Ridge Estates. The first phase is completely built out.	
SPECIAL NOTES	Final engineering has been approved by the City Engineer.	
ANALYSIS	This plat meets all subdivision regulations for the City of Grain Valley. This plat will provide much needed lots in the Eagle Ridge subdivision which is nearing complete buildout as it currently exists.	
PUBLIC INFORMATION PROCESS	n/a	
BOARD OR COMMISSION RECOMMENDATION	Planning & Zoning Commission recommended approval	
DEPARTMENT RECOMMENDATION	Staff recommends approval	

REFERENCE DOCUMENTS ATTACHED	Ordinance, Plat, Aerial

CITY OF GRAIN VALLEY | **STATE OF MISSOURI**

BILL NO. *B16-08* | ORDINANCE NO. _____
SECOND READING *May 9, 2016*
INTRODUCED BY: *ALDERMAN PALECEK* | FIRST READING *April 25, 2016 (6-0)*

AN ORDINANCE APPROVING THE FINAL PLAT OF EAGLE RIDGE ESTATES 2nd PLAT

WHEREAS, the Mayor and the Board of Aldermen are committed to the development of the City; and

WHEREAS, a meeting was held on April 13, 2016 in which the Planning and Zoning Commission recommended that the Board of Aldermen approve the final plat; and

WHEREAS, the Board of Aldermen of the City of Grain Valley, Missouri, has determined that it is desirable, and

WHEREAS, the approved plat shall be recorded at the Jackson County Recorder of Deeds office.

NOW THEREFORE, BE IT ORDAINED by the Board of Aldermen of the City of Grain Valley, Missouri as follows:

SECTION 1: The property legally described below as Eagle Ridge Estates 2nd Plat, is hereby accepted as a final plat.

BOUNDARY DESCRIPTION
A PART OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 49, RANGE 30, GRAIN VALLEY, JACKSON COUNTY, MISSOURI DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF LOT 28, EAGLE RIDGE ESTATES – 1ST PLAT, A SUBDIVISION IN GRAIN VALLEY, JACKSON COUNTY, MISSOURI; THENCE SOUTH 88 DEGREES 12 MINUTES 30 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27, 606.00 FEET; THENCE SOUTH 01 DEGREES 47 MINUTES 30 SECONDS WEST, 170.00 FEET; THENCE NORTH 88 DEGREES 12 MINUTES 30 SECONDS WEST, 10.00 FEET; THENCE SOUTH 01 DEGREES 47 MINUTES 30 SECONDS WEST, 110.00 FEET; THENCE SOUTH 88 DEGREES 12 MINUTES 30 SECONDS EAST, 130.00 FEET; THENCE SOUTH 01 DEGREES 47 MINUTES 30 SECONDS WEST 110.00 FEET; THENCE SOUTH 88 DEGREES 12 MINUTES 30 SECONDS EAST, 20.00 FEET; THENCE SOUTH 01 DEGREES 47 MINUTES 30 SECONDS WEST, 160.00 FEET; THENCE NORTH 88 DEGREES 12 MINUTES 30 SECONDS WEST, 762.62 FEET TO THE SOUTHEAST CORNER OF LOT 134 OF SAID SUBDIVISION; THENCE NORTH 01 DEGREES 47 MINUTES 30 SECONDS EAST ALONG THE EAST LINE OF SAID SUBDIVISION, 110.00 FEET; THENCE NORTH 88 DEGREES 12 MINUTES 30 SECONDS WEST, 7.38 FEET; THENCE NORTH 01 DEGREES 47 MINUTES 30 SECONDS

EAST ALONG THE EAST LINE OF SAID SUBDIVISION, 270.00 FEET; THENCE SOUTH 88 DEGREES 12 MINUTES 30 SECONDS EAST, 24.00 FEET; THENCE NORTH 01 DEGREES 47 MINUTES 30 SECONDS EAST ALONG THE EAST LINE OF SAID SUBDIVISION, 170.00 FEET TO THE POINT OF BEGINNING.

Read two times and PASSED by the Board of Aldermen this ___day of_____, ____, the aye and nay votes being recorded as follows:

ALDERMAN WEST	_____	ALDERMAN ARNOLD	_____
ALDERMAN HEADLEY	_____	ALDERMAN PALECEK	_____
ALDERMAN STANLEY	_____	ALDERMAN JOHNSTON	_____

Mayor _____ (in the event of a tie only)

Approved as to form:

_____
James Cook, City Attorney

_____
Mike Todd, Mayor

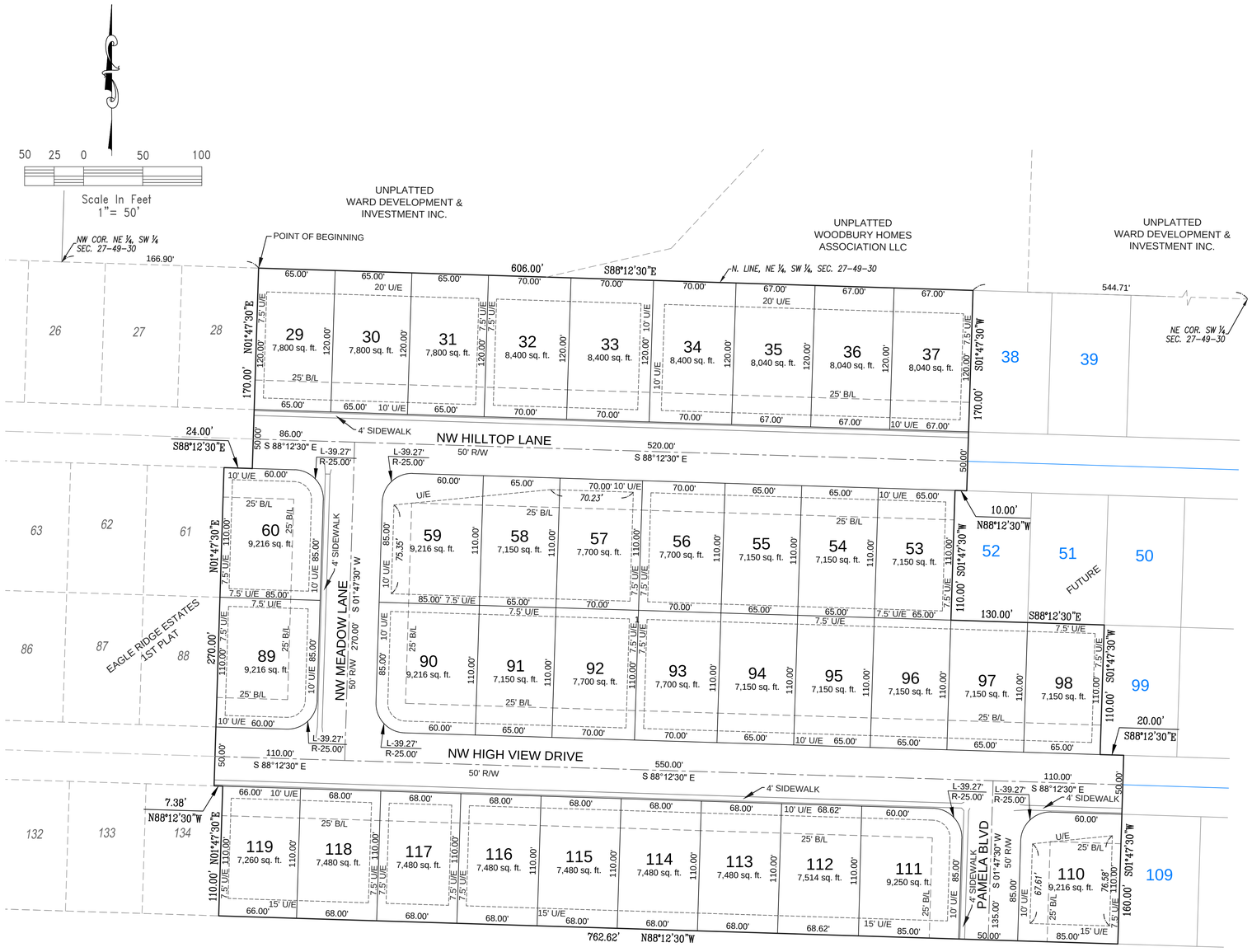
ATTEST:

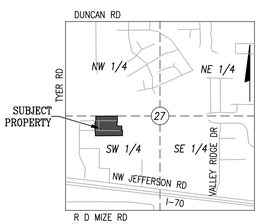
_____
Chenéy Parrish, City Clerk

EAGLE RIDGE ESTATES– 2ND PLAT

LOTS 29 THRU 37, 53 THRU 60, 89 THRU 98, 110 THRU 119

A PART OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 49, RANGE 30, GRAIN VALLEY, JACKSON COUNTY, MISSOURI





LOCATION MAP
SCALE=1"=2000'
SECTION 27
TOWNSHIP 49 RANGE 30

MONUMENT LEGEND

- SET 5/8" ALUMINUM MONUMENT RLS–2134, MO. RLS–1069, KS.
- SET 1/2" REBAR AND CAP @ ALL REAR LOT CORNERS RLS–2134, MO. RLS–1069, KS.
- EXIST. (AS NOTED ON SURVEY)

CURB NOTCHES ARE ON AN EXTENSION OF THE SIDE LOT LINES.

MONUMENTATION WILL BE COMPLETED WITHIN 6 MONTHS AFTER COMPLETION OF ALL STREETS AND UTILITIES.

LEGEND

U/E – UTILITY EASEMENT
D/E – DRAINAGE EASEMENT
W/E – WATER EASEMENT
S/E – SEWER EASEMENT
B/L – BUILDING LINE
C/L – CENTERLINE
R/W – RIGHT OF WAY

NOTES:
1. THE SUBJECT PROPERTY CONTAINS 8.63 ACRES MORE OR LESS.

FLOOD STATEMENT:
A FLOOD ZONE IS NOT DESIGNATED FOR THE SUBJECT TRACT ON FLOOD INSURANCE RATE MAP PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR CLAY COUNTY, MISSOURI, MAP NUMBER 29095C0214F, EFFECTIVE DATE: SEPTEMBER 29, 2006.

I HEREBY CERTIFY: THAT THE PLAT OF "EAGLE RIDGE ESTATES – 2ND PLAT" SUBDIVISION IS BASED ON AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ESTABLISHED BY THE DEPARTMENT OF NATURAL RESOURCES, DIVISION OF GEOLOGY AND LAND SURVEY OF THE STATE OF MISSOURI, AND MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS, ESTABLISHED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS AND LAND SURVEYORS. I FURTHER CERTIFY THAT I HAVE COMPLIED WITH ALL STATUTES, ORDINANCES, AND REGULATIONS GOVERNING THE PRACTICE OF SURVEYING AND PLATTING OF SUBDIVISIONS TO THE BEST OF MY BELIEF.

SURVEYOR: ROGER A. BACKUES, PLS MO. NO. 2134

PLAT DEDICATION:
THE UNDERSIGNED PROPRIETORS OF THE ABOVE DESCRIBED TRACT OF LAND HAS CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THE ACCOMPANYING PLAT, WHICH SUBDIVISION SHALL BE HEREAFTER KNOWN AS "EAGLE RIDGE ESTATES – 2ND PLAT".

BUILDING LINES:
BUILDING LINES OR SETBACK LINES WILL BE ESTABLISHED BY THE DEVELOPMENT PLAN AND NO BUILDING OR PORTION THEREOF SHALL BE BUILT BETWEEN THIS LINE AND THE LOT LINE NEAREST THERETO.

EASEMENT DEDICATION:
AN EASEMENT IS HEREBY GRANTED TO THE CITY OF GRAIN VALLEY, MISSOURI, FOR THE PURPOSE OF LOCATING, CONSTRUCTING, OPERATING, AND MAINTAINING FACILITIES FOR WATER, GAS, ELECTRICITY, SEWAGE, TELEPHONE, CABLE TV AND SURFACE DRAINAGE, INCLUDING, BUT NOT LIMITED TO, UNDERGROUND PIPES AND CONDUITS, PAD MOUNTED TRANSFORMERS, SERVICES PEDESTALS, ANY OR ALL OF THEM UPON, OVER, UNDER AND ALONG THE STRIPS OF LAND DESIGNATED UTILITY EASEMENTS (U/E), PROVIDED THAT THE EASEMENT GRANTED HEREIN IS SUBJECT TO ANY AND ALL EXISTING EASEMENTS. ANY UTILITIES LOCATED WITHIN THE DESIGNATED UTILITY EASEMENTS, BY VIRTUE OF THEIR EXISTENCE, DO HEREBY COVENANT, CONSENT, AND AGREE THAT THEY SHALL BE SUBORDINATE TO SAID PUBLIC RIGHT OF WAY IN THE EVENT THAT ADDITIONAL PUBLIC RIGHT OF WAY IS DEDICATED OVER THE LOCATION OF THE UTILITY EASEMENT. WHERE OTHER EASEMENTS ARE DESIGNATED FOR A PARTICULAR PURPOSE, THE USE THEREOF SHALL BE LIMITED TO THAT PURPOSE ONLY. ALL OF THE ABOVE EASEMENTS SHALL BE KEPT FREE FROM ANY AND ALL OBSTRUCTIONS WHICH WOULD INTERFERE WITH THE CONSTRUCTION OR RECONSTRUCTION AND PROPER, SAFE AND CONTINUOUS MAINTENANCE OF THE AFORESAID USES AND SPECIFICALLY THERE SHALL NOT BE BUILT THEREON OR THEREOVER ANY STRUCTURE (EXCEPT DRIVEWAYS, PAVED AREAS, GRASS, SHRUBS AND FENCES) NOR SHALL THERE BE ANY OBSTRUCTION TO INTERFERE WITH THE AGENTS AND EMPLOYEES OF GRAIN VALLEY, MISSOURI, AND ITS FRANCHISED UTILITIES FROM GOING UPON SAID EASEMENT AND AS MUCH OF THE ADJOINING LANDS AS MAY BE REASONABLY NECESSARY IN EXERCISING THE RIGHTS GRANTED BY THE EASEMENT. NO EXCAVATION OF FILL SHALL BE MADE OR OPERATION OF ANY KIND OR NATURE SHALL BE PERFORMED WHICH WILL REDUCE OR INCREASE THE EARTH COVERAGE OVER THE UTILITIES ABOVE STATED OR THE APPURTENCES THERETO WITHOUT A VALID PERMIT FROM THE DEPARTMENT OF PUBLIC WORKS AS TO UTILITY EASEMENTS.

STREET DEDICATION:
STREETS SHOWN HEREON AND NOT HERETOFORE DEDICATED FOR PUBLIC USE AS STREET RIGHT–OF–WAY ARE HEREBY DEDICATED.

LEGAL DESCRIPTION:
A PART OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 49, RANGE 30, GRAIN VALLEY, JACKSON COUNTY, MISSOURI DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF LOT 28, EAGLE RIDGE ESTATES – 1ST PLAT, A SUBDIVISION IN GRAIN VALLEY, JACKSON COUNTY, MISSOURI; THENCE SOUTH 88 DEGREES 12 MINUTES 30 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27, 606.00 FEET; THENCE SOUTH 01 DEGREES 47 MINUTES 30 SECONDS WEST, 170.00 FEET; THENCE NORTH 88 DEGREES 12 MINUTES 30 SECONDS WEST, 10.00 FEET; THENCE SOUTH 01 DEGREES 47 MINUTES 30 SECONDS WEST, 110.00 FEET; THENCE SOUTH 88 DEGREES 12 MINUTES 30 SECONDS EAST, 130.00 FEET; THENCE SOUTH 01 DEGREES 47 MINUTES 30 SECONDS WEST, 110.00 FEET; THENCE SOUTH 88 DEGREES 12 MINUTES 30 SECONDS EAST, 20.00 FEET; THENCE SOUTH 01 DEGREES 47 MINUTES 30 SECONDS WEST, 160.00 FEET; THENCE NORTH 88 DEGREES 12 MINUTES 30 SECONDS WEST, 762.62 FEET TO THE SOUTHEAST CORNER OF LOT 134 OF SAID SUBDIVISION; THENCE NORTH 01 DEGREES 47 MINUTES 30 SECONDS EAST ALONG THE EAST LINE OF SAID SUBDIVISION, 110.00 FEET; THENCE NORTH 88 DEGREES 12 MINUTES 30 SECONDS WEST, 7.38 FEET; THENCE NORTH 01 DEGREES 47 MINUTES 30 SECONDS EAST ALONG THE EAST LINE OF SAID SUBDIVISION, 270.00 FEET; THENCE SOUTH 88 DEGREES 12 MINUTES 30 SECONDS EAST, 24.00 FEET; THENCE NORTH 01 DEGREES 47 MINUTES 30 SECONDS EAST ALONG THE EAST LINE OF SAID SUBDIVISION, 170.00 FEET TO THE POINT OF BEGINNING.

ACKNOWLEDGEMENT:

IN WITNESS WHEREOF, EAGLE RIDGE HOMES, LLC, A MISSOURI LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MEMBER THIS _____DAY OF _____, 20__.

_____
MEMBER – DAVID L. WARD

STATE OF _____)
)SS
COUNTY OF _____)

ON THIS _____ DAY OF _____, 20___, BEFORE ME APPEARED DAVID L. WARD, MEMBER OF EAGLE RIDGE HOMES, LLC, A MISSOURI LIMITED LIABILITY COMPANY TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT; AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT MY OFFICE IN _____, THE DAY AND YEAR LAST ABOVE WRITTEN.

SEAL

_____
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

MY TERM EXPIRES _____

CITY ACKNOWLEDGEMENT:
THIS IS TO CERTIFY THAT THE WITHIN PLAT OF "EAGLE RIDGE ESTATES – 2ND PLAT", WAS SUBMITTED TO AND APPROVED BY THE GRAIN VALLEY PLANNING AND ZONING COMMISSION THIS _____ DAY OF _____, 201_.

_____ _____
CHAIRMAN – MIKE RENEAU SECRETARY – KEVIN BROWNING

THESE EASEMENTS AND RIGHT OF WAY ACCEPTED BY THE GOVERNING BODY OF GRAIN VALLEY, MISSOURI THIS ___DAY OF _____, 20__.

_____ _____
MAYOR – MIKE TODD CITY CLERK – CHENEY PARRISH

JACKSON COUNTY ASSESSOR APPROVAL:

BY:_____.

DATE:_____.

DATE: APRIL 8, 2016

DEVELOPER
EAGLE RIDGE HOMES LLC
1300 N JEFFERSON STREET
GRAIN VALLEY, MISSOURI 64029
PH. 816.229.8115

EAGLE RIDGE ESTATES– 2ND PLAT
LOTS 29 THRU 37, 53 THRU 60, 89 THRU 98, 110 THRU 119
GRAIN VALLEY, JACKSON COUNTY, MISSOURI

BOUNDARY & CONSTRUCTION SURVEYING, INC.
821 NE COLUMBUS STREET SUITE 100, LEE'S SUMMIT, MO. 64063
PH.# 816/554–9798, FAX # 816/554–0337

PROJECT NO. 16–106 | SHEET 1 OF 1

EAGLE RIDGE ESTATES– 2ND PLAT, GRAIN VALLEY, MO

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HILLTOP
HIGH VIEW
EAGLE RIDGE
EAST KANSAS CITY INDUSTRIAL
GRANITE
OLYMPIC
CASEY
PAMELA
JEFFERSON
I 70
I 70
DYER
1301
1250
1251
1225
1200
1350
1340
1330
1251
1201
1151
1102
1101
1100
900
31904
1306

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CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM		
MEETING DATE	4/25/2016 & 05/09/2016	
BILL NUMBER	B16-09	
AGENDA TITLE	**AN ORDINANCE APPROVING THE FINAL PLAT OF WOODBURY 5th PLAT**	
REQUESTING DEPARTMENT	Community Development	
PRESENTER	Ken Murphy, Community Development Director	
FISCAL INFORMATION	Cost as recommended:	n/a
	Budget Line Item:	n/a
	Balance Available	n/a
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	The purpose of this request is to gain final plat approval for Woodbury 5th Plat.	
BACKGROUND	The Planning & Zoning Commission approved the preliminary plat for Woodbury 5th Plat in June of 2014.	
SPECIAL NOTES	Final engineering plans will be approved by the City Engineer prior to the second reading of this ordinance.	
ANALYSIS	This plat meets all subdivision regulations for the City of Grain Valley. This plat will provide much needed lots in the Woodbury subdivision which is nearing complete buildout as it currently exists.	
PUBLIC INFORMATION PROCESS	n/a	
BOARD OR COMMISSION RECOMMENDATION	Planning & Zoning Commission recommended approval	
DEPARTMENT RECOMMENDATION	Staff recommends approval	

REFERENCE DOCUMENTS ATTACHED	Ordinance, Plat, Aerial

CITY OF GRAIN VALLEY | **STATE OF MISSOURI**

BILL NO. *B16-09* | ORDINANCE NO. _____
SECOND READING *May 9, 2016*
INTRODUCED BY: *ALDERMAN PALECEK* | FIRST READING *April 25, 2016 (6-0)*

AN ORDINANCE APPROVING THE FINAL PLAT OF WOODBURY 5th PLAT

WHEREAS, the Mayor and the Board of Aldermen are committed to the development of the City; and

WHEREAS, a meeting was held on January 13, 2016 in which the Planning and Zoning Commission recommended that the Board of Aldermen approve the final plat; and

WHEREAS, the Board of Aldermen of the City of Grain Valley, Missouri, has determined that it is desirable, and

WHEREAS, the approved plat shall be recorded at the Jackson County Recorder of Deeds office.

NOW THEREFORE, BE IT ORDAINED by the Board of Aldermen of the City of Grain Valley, Missouri as follows:

SECTION 1: The property legally described below as Woodbury 5th Plat, is hereby accepted as a final plat.

BOUNDARY DESCRIPTION
All that part of the East Half of the Northwest Quarter of Section 27, Township 49, Range 30, Grain Valley, Jackson County, Missouri more particularly described as follows;
Beginning at the Southwest Corner of the East Half of the Northwest Quarter of Section 27; thence North 00 degrees 10 minutes 16 seconds East along the West Line of said East Half of said Northwest Quarter a distance of 1387.64 feet to the Southwest Corner of WOODBURY - 4TH PLAT, a subdivision of land in said City, County and State; thence in a southeasterly direction along the Southerly Line of said WOODBURY - 4TH PLAT the following seventeen (17) courses; South 75 degrees 11 minutes 21 seconds East a distance of 112.12 feet; thence South 50 degrees 34 minutes 12 seconds East a distance of 108.50 feet; thence South 67 degrees 57 minutes 29 seconds East a distance of 142.38 feet; thence South 40 degrees 09 minutes 10 seconds East a distance of 120.00 feet to a point of curve; thence along a curve to the left (having an initial tangent bearing of South 49 degrees 50 minutes 50 seconds West and a radius of 725.00 feet) an arc distance of 30.86 feet; thence South 42 degrees 35 minutes 30 seconds East a distance of 50.00 feet; thence along a curve to the right (having an initial tangent bearing of North 47 degrees 24 minutes 30 seconds East and a radius of 675.00 feet) an arc distance of 7.85 feet; thence South 41 degrees 55 minutes 32 seconds East a distance of 135.65 feet; thence North 54 degrees 37 minutes 16 seconds East a distance of 98.33 feet; thence South 55 degrees 32 minutes 16 seconds East a distance of 164.11 feet; thence South 11 degrees 13 minutes 18 seconds East a distance of 190.00 feet; thence South

78 degrees 46 minutes 42 seconds West a distance of 48.09 feet; thence South 11 degrees 13 minutes 18 seconds East a distance of 155.00 feet; thence South 28 degrees 30 minutes 59 seconds East a distance of 112.97 feet, to a point on the Westerly line of a tract of land deeded to the Woodbury Homes Association as described in Document No. 2011E0009697; thence Southwesterly along the Westerly line of said tract of land the next six (6) courses, South 18 degrees 36 minutes 59 seconds West, (Deed=N20°05'57"E), a distance of 136.40 feet; thence South 30 degrees 28 minutes 25 seconds West, (Deed=N31°57'22"E), a distance of 100.31 feet; thence South 43 degrees 29 minutes 28 seconds West, (Deed=N44°58'26"E), a distance of 82.38 feet; thence South 16 degrees 43 minutes 48 seconds West, (Deed=N18°12'45"E), a distance of 89.23 feet; thence South 41 degrees 33 minutes 11 seconds West, (Deed=N43°02'09"E), a distance of 164.92 feet; thence South 75 degrees 37 minutes 11 seconds West, (Deed=N77°06'09"E), a distance of 108.53 feet, to the Southwest corner of said tract of land, said point also being on the South line of the Northwest Quarter of said section; thence North 89 degrees 41 minutes 28 seconds West, along the South line of said quarter section, a distance of 410.89 feet, to the Southwest Corner of the East Half of said Northwest Quarter, said point also being the Point of Beginning. Containing 19.1 acres.

Read two times and PASSED by the Board of Aldermen this ___day of_____, ____, the aye and nay votes being recorded as follows:

ALDERMAN WEST	_____	ALDERMAN ARNOLD	_____
ALDERMAN HEADLEY	_____	ALDERMAN PALECEK	_____
ALDERMAN STANLEY	_____	ALDERMAN JOHNSTON	_____

Mayor _____ (in the event of a tie only)

Approved as to form:

_____ _____

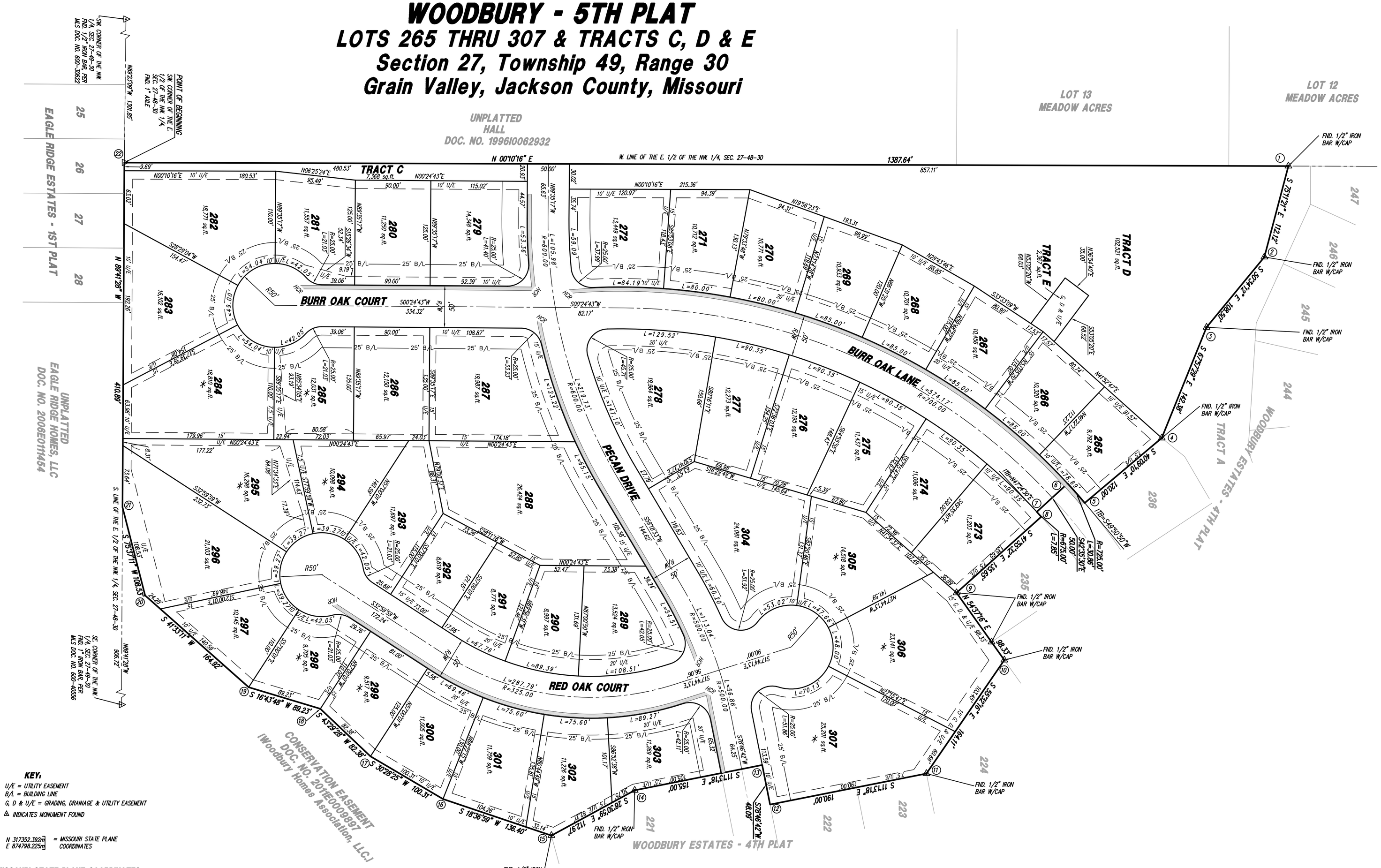
James Cook, City Attorney Mike Todd, Mayor

ATTEST:

_____

Chenéy Parrish, City Clerk

FINAL PLAT
WOODBURY - 5TH PLAT
LOTS 265 THRU 307 & TRACTS C, D & E
Section 27, Township 49, Range 30
Grain Valley, Jackson County, Missouri



KEY:

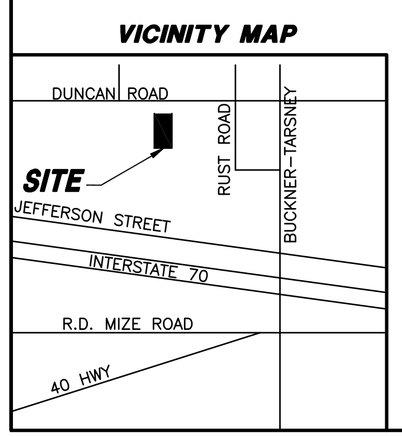
U/E = UTILITY EASEMENT
B/L = BUILDING LINE
G, D & U/E = GRADING, DRAINAGE & UTILITY EASEMENT
△ INDICATES MONUMENT FOUND

N 317352.392m = MISSOURI STATE PLANE
E 874798.225m = COORDINATES

MISSOURI STATE PLANE COORDINATES:

Missouri State Plane Coordinates, were obtained using KC Metro Control Monument, J4-62
Monument Coordinates = N 317,070.318 m
E 875,506.621 m
Grid Factor 0.9999140, Date 2003.

VICINITY MAP



SCALE IN FEET
60 0 60

LADWIG & ASSOCIATES, LLC.
LAND SURVEYORS
33604 E. 235th Street
Pleasant Hill, Missouri 64080
816-309-6621

Missouri Certificate of Authority
Land Surveying - LS-2012028511

OWNER

Ward Development & Investment, Inc.
1330 W. Jefferson Street
Grain Valley, MO 64029
Contact: David L. Ward
816-224-5259

MISSOURI STATE PLANE COORDINATE TABLE

1	N 318130.192 E 874584.157	12	N 317935.921 E 874811.202
2	N 318120.603 E 874616.959	13	N 317933.442 E 874796.757
3	N 318098.945 E 874641.951	14	N 317886.878 E 874804.749
4	N 318081.623 E 874681.743	15	N 317856.209 E 874820.398
5	N 318053.066 E 874704.597	16	N 317817.165 E 874806.111
6	N 318047.034 E 874697.380	17	N 317791.224 E 874789.928
7	N 318035.551 E 874707.401	18	N 317773.461 E 874772.182
8	N 318037.114 E 874709.212	19	N 317747.625 E 874763.681
9	N 318005.647 E 874736.033	20	N 317710.882 E 874729.375
10	N 318022.361 E 874760.910	21	N 317703.498 E 874697.128
11	N 317992.998 E 874801.406	22	N 317707.414 E 874571.950

SURVEY NOTES:

1. △ Denotes Found Monumentation as noted.
2. Set 5/8" Iron Bar with Aluminum Cap at each "break point" of the plat boundary.
3. All rear lot corners to be set with 1/2" Iron Bars with plastic cap unless otherwise noted.
4. Curbs to be marked at extension of lot lines.
5. Street C/L to be marked with semi permanent monumentation.
6. The Parent Tract for this Survey is Trustee's Deed recorded in Book I 2945 at Page 1563.
7. This Survey meets or exceeds the accuracy standards of an "Urban Property" Survey.
8. Bearings are based on the North Line E1/2-NW1/4 Sec. 27-49-30 having an assumed bearing of N89°44'27"W as found on the previous plats of WOODBURY.
9. Rotate Plat bearings 01°30'59" counterclockwise to obtain Missouri State Plane Grid Bearings.
10. According to the FIRM Map 290737 0212F and Map 290737 0214F, both dated September 29, 2006, this site falls in Zone X, areas determined to be outside of the 0.2% annual chance floodplain.

GENERAL NOTES:

1. Tracts C & D shall be a "Conservation Easement" to be owned and maintained by the Homeowner's Association.
2. Tract E shall be a "Utility Easement" to be owned and maintained by the Homeowner's Association.
3. The swales located on or near the lots designated by " ✳ " to carry excess storm water runoff are to be maintained by the Owners of said lots. Minimum Low Openings (MLO) of said lots on the swale side of the lot shall be a minimum one (1) foot above the adjacent top of finish swale unless MLO is controlled by other restrictions.

PROPERTY DESCRIPTION:

All that part of the East Half of the Northwest Quarter of Section 27, Township 49, Range 30, Grain Valley, Jackson County, Missouri more particularly described as follows;
Beginning at the Southwest Corner of the East Half of the Northwest Quarter of Section 27; thence North 00 degrees 10 minutes 16 seconds East along the West Line of said East Half of said Northwest Quarter a distance of 1387.64 feet to the Southwest Corner of WOODBURY – 4TH PLAT, a subdivision of land in said City, County and State; thence in a southeasterly direction along the Southerly Line of said WOODBURY – 4TH PLAT the following seventeen (17) courses; South 75 degrees 11 minutes 21 seconds East a distance of 112.12 feet; thence South 50 degrees 34 minutes 12 seconds East a distance of 108.50 feet; thence South 67 degrees 57 minutes 29 seconds East a distance of 142.38 feet; thence South 40 degrees 09 minutes 10 seconds East a distance of 120.00 feet to a point of curve; thence along a curve to the left (having an initial tangent bearing of South 49 degrees 50 minutes 50 seconds West and a radius of 725.00 feet) an arc distance of 30.86 feet; thence South 42 degrees 35 minutes 30 seconds East a distance of 50.00 feet; thence along a curve to the right (having an initial tangent bearing of North 47 degrees 24 minutes 30 seconds East and a radius of 675.00 feet) an arc distance of 7.85 feet; thence South 41 degrees 55 minutes 32 seconds East a distance of 135.65 feet; thence North 54 degrees 37 minutes 16 seconds East a distance of 98.33 feet; thence South 55 degrees 32 minutes 16 seconds East a distance of 164.11 feet; thence South 11 degrees 13 minutes 18 seconds East a distance of 190.00 feet; thence South 78 degrees 46 minutes 42 seconds West a distance of 48.09 feet; thence South 11 degrees 13 minutes 18 seconds East a distance of 155.00 feet; thence South 28 degrees 30 minutes 59 seconds East a distance of 112.97 feet, to a point on the Westerly line of a tract of land deeded to the Woodbury Homes Association as described in Document No. 2011E0009697; thence Southwesterly along the Westerly line of said tract of land the next six (6) courses, South 18 degrees 36 minutes 59 seconds West, (Deed=N20°15'57"E), a distance of 136.40 feet; thence South 30 degrees 28 minutes 25 seconds West, (Deed=N31°57'22"E), a distance of 100.31 feet; thence South 43 degrees 29 minutes 28 seconds West, (Deed=N44°58'26"E), a distance of 82.38 feet; thence South 16 degrees 43 minutes 48 seconds West, (Deed=N18°12'45"E), a distance of 89.23 feet; thence South 41 degrees 33 minutes 11 seconds West, (Deed=N43°02'09"E), a distance of 164.92 feet; thence South 75 degrees 37 minutes 11 seconds West, (Deed=N77°08'09"E), a distance of 108.53 feet, to the Southwest corner of said tract of land, said point also being on the South line of the Northwest Quarter of said section; thence North 89 degrees 41 minutes 28 seconds West, along the South line of said quarter section, a distance of 410.89 feet, to the Southwest Corner of the East Half of said Northwest Quarter, said point also being the Point of Beginning. Containing 19.1 acres.

EASEMENTS:

An easement or license is hereby granted to the City of Grain Valley to locate, construct and maintain or to authorize the location, construction and maintenance of conduits, gas, water, sewer lines, poles, wires, anchors and surface drainage and all or any of them over, under and along the strips of land designated as "Utility Easement" or by the abbreviation of "U/E" on the accompanying plat. Areas designated as "Grading Easement" and "Drainage Easement" or by the abbreviation "G/E" and "D/E" shall be reserved exclusively for the purpose of storm water drainageway, grading, or for the purpose of constructing, maintaining, operating, removing and replacing storm water drainage facilities in accordance with plans and specifications approved by the City Engineer of the City of Grain Valley. No fence, wall, planting, building or other obstruction may be placed or maintained in said easement hereby dedicated and there shall be no alteration of the grades or contours in said easement without the approval of the City of Grain Valley. No obstruction may be placed in said drainageway which would prevent vehicles from travelling on said drainageway for maintenance purposes.

The Developer, Builder or Property Owner is prohibited from constructing or placing any structure, amenity, fence, retaining wall or landscape feature; or grading, altering, clearing or grubbing, improving the terrain or other natural features; or dumping any materials in the areas of land designated as "Conservation Easement" or by the abbreviation "C/E" on the accompanying plat unless prior written approval is provided by the City of Grain Valley.

STREETS:

Street right-of-way shown on the accompanying plat not heretofore dedicated to public use is hereby dedicated.

DEDICATION:

The undersigned proprietors of the above described tract of land have caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision shall hereafter be known as "WOODBURY – 5TH PLAT".

to be signed by its President and its Corporate Seal affixed this _____ day of _____, _____.

By: _____ Attest: _____
President – David L. Ward Secretary – Sandra L. Ward
In testimony whereof: Ward Development and Investments, Inc., a Missouri Corporation, has caused these presents

State of Missouri)
)SS
County of Jackson)

On this _____ day of _____, _____, before me personally appeared David L. Ward who being by me sworn did say that he is President of Ward Development and Investments Inc., a Missouri Corporation, and that the seal affixed to the foregoing instrument is the Company Seal of said Corporation and that said instrument was signed in behalf of said Corporation by authority of its Board of Directors and to be the free act and deed of said Corporation.

In witness whereof: I have hereunto set my hand and affixed my Notarial Seal at my office the day and year last above written.

_____
Notary Public in and for Jackson County, Missouri

This plat of WOODBURY – 5TH PLAT has been submitted to and approved by the Grain Valley Planning and Zoning Commission this _____day of _____, _____.

_____ _____
Chairman – Michael Reneau Secretary – Kevin Browning

These easements and rights-of-way accepted by the Governing Body of Grain Valley, Missouri this _____ day of _____, _____.

_____ Attest: _____
Mayor – Mike Todd City Clerk – Cheney Parrish

APPROVED BY JACKSON COUNTY ASSESSOR:

By _____
Date _____

I hereby certify that the within plat of **WOODBURY - 5TH PLAT** is based on an actual survey made by me or under my direct supervision and that said survey meets or exceeds the current MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS as adopted by the Missouri Board for Architects, Professional Engineers, and Land Surveyors and the Missouri Department of Natural Resources further certify that the Section and Sectional Subdivision corner monuments and survey boundary corner monuments were either found or set as indicated on this plat; that I have with all State and City of GRAIN VALLEY statutes, ordinances and regulations governing the practice of surveying and platting of subdivisions to the best of my knowledge and belief.

Branton E. Ladwig, LS-2006016633
DEC. 7, 2015
IF THIS IS NOT A BLUE INK SEAL AND THE SIGNATURE IN BLUE INK, THIS PLAN IS A COPY AND MAY CONTAIN UNAUTHORIZED ALTERATIONS. THE CERTIFICATION CONTAINED ON THIS DOCUMENT SHALL NOT APPLY TO ANY COPIES.

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CEDAR
PIN OAK
COTTONWOOD
COTTONWOOD
COTTONWOOD
BURR OAK
WOODBURY
HOLLY
MAGNOLIA
PECAN
PECAN
HILLTOP
HIGH VIEW
N
1 inch = 200 feet
0 100 200 Feet

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CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM		
MEETING DATE	05/09/2016	
BILL NUMBER	B16-10	
AGENDA TITLE	**AN ORDINANCE PROVIDING FOR SUBMISSION OF A PROPOSAL TO DISCONTINUE APPLICATION AND COLLECTION OF THE LOCAL SALES USE TAX ON THE TITLING OF MOTOR VEHICLES, TRAILERS, BOATS, AND OUTBOARD MOTORS THAT WERE PURCHASED FROM A SOURCE OTHER THAN A LICENSED MISSOURI DEALER TO THE QUALIFIED VOTERS OF THE CITY OF GRAIN VALLEY FOR THEIR CONSIDERATION AT A SPECIAL ELECTION TO BE HELD CONCURRENTLY WITH THE PRIMARY ELECTION CALLED, AND TO BE HELD, IN THE CITY ON AUGUST 2, 2016; PROPOSING THE FORM OF THE BALLOT TO BE EMPLOYED AT SAID ELECTION; AND DIRECTING THE CITY CLERK TO DO ALL THINGS CALLED FOR BY LAW IN CONNECTION WITH THE HOLDING OF SAID ELECTION**	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Ryan Hunt, City Administrator	
FISCAL INFORMATION	Cost as recommended:	$15,000
	Budget Line Item:	100-11-78400
	Balance Available:	$7,100
	New Appropriation Required:	[X] Yes [ ] No
PURPOSE	To approve a ballot issue for the August 2, 2016 election	

BACKGROUND	A use tax is a sales tax that is paid by Missouri residents on out of state purchases. A "use tax" has been collected by Grain Valley on out of state purchases of vehicles, trailers, boats and outboard motors for as long as the sales taxes have been in place. This tax is collected at the time of licensing by the State in the same manner as local sales taxes and is the same rate. In 2012 the Missouri Supreme Court changed an interpretation of a statute and found that the use tax collected under Section 144.020(1) was not authorized by law in the decision of *Street vs. Director of Revenue,* 361 S.W.3d 355 (Mo. 2012). Without legislative action, Missouri dealers of vehicles, trailers, boats and outboard motors could be at a competitive disadvantage as out of state purchases would not be subject to the same amount of tax as instate purchases. The legislature enacted Senate Bill 182 in 2013 which re-imposed the tax and allowed cities an opportunity to obtain voter approval to continue the use tax past March 1, 2017. An election must be held by November 2016. There is no opportunity to bring the issue back to the voters after November 2016.
SPECIAL NOTES	The City of Grain Valley is at risk of losing approximately $63,000 from the use tax if the continuation is not approved. Those funds are used to pay for services to the citizens. This loss of revenue would likely impact delivery of City services to residents.
ANALYSIS	If the use tax continuation is approved there will be no change in the tax as it is currently collected. If the voters do not vote to continue the tax, collection will end March 1, 2017. State legislation included the proposed ballot language which asks if the City should cease collection of the use tax. A vote of "yes" discontinues the tax. A vote of "no" continues the tax. The ballot language follows the statute.
PUBLIC INFORMATION PROCESS	Notice of City of Grain Valley, Missouri Special Election will be posted in the Blue Springs Examiner twice, (the first occurring in the second week prior to the election; and the second publication occurring within one week prior to the election); outside City Hall; and on the City's webpage.

BOARD OR COMMISSION RECOMMENDATION	N/A
DEPARTMENT RECOMMENDATION	Staff recommends approval
REFERENCE DOCUMENTS ATTACHED	Ordinance & Notice of Special Election

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CITY OF GRAIN VALLEY		STATE OF MISSOURI
BILL NO. *B16-10*	ORDINANCE NO.	_____
	SECOND READING	_____
INTRODUCED BY: *ALDERMAN STANLEY*	FIRST READING	*May 09, 2016*

AN ORDINANCE PROVIDING FOR SUBMISSION OF A PROPOSAL TO DISCONTINUE APPLICATION AND COLLECTION OF THE LOCAL SALES USE TAX ON THE TITLING OF MOTOR VEHICLES, TRAILERS, BOATS, AND OUTBOARD MOTORS THAT WERE PURCHASED FROM A SOURCE OTHER THAN A LICENSED MISSOURI DEALER TO THE QUALIFIED VOTERS OF THE CITY OF GRAIN VALLEY FOR THEIR CONSIDERATION AT A SPECIAL ELECTION TO BE HELD CONCURRENTLY WITH THE PRIMARY ELECTION CALLED, AND TO BE HELD, IN THE CITY ON AUGUST 2, 2016; PROPOSING THE FORM OF THE BALLOT TO BE EMPLOYED AT SAID ELECTION; AND DIRECTING THE CITY CLERK TO DO ALL THINGS CALLED FOR BY LAW IN CONNECTION WITH THE HOLDING OF SAID ELECTION

WHEREAS, the City of Grain Valley has not previously approved and imposed a local use tax under Section 144.757, RSMo; and

WHEREAS, the City of Grain Valley, Missouri is required under the provisions of Section 32.087 RSMo, to submit to the qualified voters the question of continuing or repealing the application of the local sales tax to the titling of motor vehicles, trailers, boats, and outboard motors that were purchased from a source other than a licensed Missouri dealer; and

WHEREAS, the City of Grain Valley, Missouri is required to submit the questions to its voters no later than the general election on November 8, 2016.

NOW THEREFORE, BE IT ORDAINED by the Board of Aldermen of the City of Grain Valley, Missouri as follows:

SECTION 1: Pursuant to the provisions of Sections 32.087 RSMo, the Board of Aldermen of the City of Grain Valley, Missouri has determined that it would be appropriate to submit the determination of the issue of whether to continue or repeal application of the local sales tax to the titling of motor vehicles, trailers, boats, and outboard motors that are subject to state sales tax under Section 144.020 RSMo, and purchased from a source other than a licensed Missouri dealer, to the voters.

Section 2: This proposition shall be submitted to the qualified voters of the City of Grain Valley, Missouri, for their consideration, as required by the provisions of Section 32.087 RSMo, at the election to be held concurrently with the primary election held on Tuesday, August 2, 2016. The form of Notice of Special Election containing the question of approval of the Ordinance, a copy of which is attached hereto and made a part hereof, is hereby approved. The City Clerk is hereby authorized and directed to notify the Jackson County Board of Election Commissioners of Jackson County, Missouri, of the passage of this Ordinance no later than 4:00 P.M. on May 24, 2016, and to include in said notification all of the terms and provisions required by Chapter 115 RSMo, and state law.

Section 3: That the Board of Election Commissioners of Jackson County, Missouri, be and hereby is, authorized and directed to give notice of said election by causing to be published in one newspaper published in the City of Grain Valley and qualified by laws for the publication of such notice under Chapter 493 RSMo, as amended, there being only one so qualified newspaper within the bounds of the City; said notice to be published twice, the first publication occurring in the second week prior to the election, and the second publication occurring within one week prior to said election.

Section 4: That the Board of Election Commissioners of Jackson County, Missouri, shall provide the ballot and ballot labels, conduct the election and cause the results thereof to be certified to the Board of Aldermen as provided by law.

Section 5: That the ballots to be used at said election shall be in substantially the following form:

SAMPLE BALLOT
FOR SPECIAL ELECTION
IN THE CITY OF GRAIN VALLEY, MISSOURI
ON TUESDAY, AUGUST 2, 2016

CITY OF GRAIN VALLEY QUESTION 1

Shall the City of Grain Valley, Missouri discontinue applying and collecting the local sales tax on the titling of motor vehicles, trailers, boats, and outboard motors that were purchased from a source other than a licensed Missouri dealer?

Approval of this measure will result in a reduction of local revenue to provide for vital services for the City of Grain Valley and it will place Missouri dealers of motor vehicles, trailers, boats, and outboard motors at a competitive disadvantage to non-Missouri dealers of motor vehicles, trailers, boats, and outboard motors.

☐ Yes ☐ No

INSTRUCTION TO VOTERS

Using blue or black ink, completely fill in the box next to the question response of your choice like this: ■ Fill in the box completely.

Section 6: If the ballot question set forth in Section 5 of this ordinance receives a majority of the votes cast in favor of the proposal, the local sales tax shall cease to apply to the titling of motor vehicles, trailers, boats, and outboard motors that were purchased from a source other than a licensed Missouri dealer. The effective date of the cessation shall be the first day of the second calendar quarter after the election. If a majority of the votes cast are opposed to the ballot question then the local sales tax shall continue to apply to the titling of motor vehicles, trailers, boats, and outboard motors that were purchased from a source other than a licensed Missouri dealer.

Section 7: Within ten days after approval or disapproval of such ballot proposition, the City Clerk shall forward to the Director of Revenue of the State of Missouri, by United States

Registered mail or Certified mail, a certified copy of this ordinance, along with a map of the City of Grain Valley, clearly showing the boundaries thereof.

Section 8: That the City Clerk shall deliver to the Board of Election Commissioners of Jackson County, Missouri, a certified copy of this Ordinance which shall be the authority for said Board to conduct said election as hereinbefore provided and as provided by law.

Section 9: That the City Clerk is further authorized to do all other things called for by law in connection with the holding of said election.

Section 10: This Ordinance shall be in full force and effect from and after its passage and approval.

Read two times and PASSED by the Board of Aldermen this _____ day of _____, *2016*, the aye and nay votes being recorded as follows:

ALDERMAN ARNOLD	_____	ALDERMAN HEADLEY	_____
ALDERMAN JOHNSTON	_____	ALDERMAN PALECEK	_____
ALDERMAN STANLEY	_____	ALDERMAN WEST	_____
MAYOR *(in the event of a tie only)*	_____		

Approved as to form:

_____
James Cook
City Attorney

_____
Mike Todd
Mayor

ATTEST:

_____
Chenéy Parrish
City Clerk

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NOTICE OF SPECIAL ELECTION

CITY OF GRAIN VALLEY, MISSOURI

Notice is hereby given to the qualified voters of the City of Grain Valley, Missouri, that the Board of Aldermen of the City has called a special election to be held in the City on August 2, 2016, commencing at 6:00 A.M. and closing at 7:00 P.M., on the question contained in the following sample ballot:

OFFICIAL BALLOT

SPECIAL ELECTION

CITY OF GRAIN VALLEY, MISSOURI
August 2, 2016

CITY OF GRAIN VALLEY QUESTION 1

Shall the City of Grain Valley, Missouri discontinue applying and collecting the local sales tax on the titling of motor vehicles, trailers, boats, and outboard motors that were purchased from a source other than a licensed Missouri dealer?

Approval of this measure will result in a reduction of local revenue to provide for vital services for the City of Grain Valley and it will place Missouri dealers of motor vehicles, trailers, boats and outboard motors, at a competitive disadvantage to non-Missouri dealers of motor vehicles, trailers, boats and outboard motors.

☐ Yes ☐ No

INTRUCTION TO VOTERS

Using blue or black ink, completely fill the box next to the question response of your choice like this: ■ Fill in the box completely.

The election will be held at the following polling places in the City:

PRECINCT	**POLLING PLACE**
_____	_____
_____	_____

DATED: _____, 2016.

_____
Jackson County Board of Election Commissioners

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CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM		
MEETING DATE	05/09/2016	
BILL NUMBER	B16-11	
AGENDA TITLE	**AN ORDINANCE APPROVING A TAX INCREMENT FINANCING CONTRACT BETWEEN THE CITY OF GRAIN VALLEY, MISSOURI AND STAR ACQUISITIONS, INC., FOR THE IMPLEMENTATION OF THE SECOND AMENDMENT TO THE GRAIN VALLEY MARKETPLACE TAX INCREMENT FINANCING PLAN AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT**	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Ryan Hunt, City Administrator	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available:	N/A
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	To approve the TIF Contract between the City and the Developer, which outlines the terms and conditions of the Second Amendment to the Grain Valley Marketplace TIF Plan for Redevelopment Project Area 2.	
BACKGROUND	On February 3, 2016, the TIF Commission voted unanimously to adopt a resolution recommending to the Board of Aldermen that it should adopt an ordinance to approve the plan. On March 28, 2016, the City approved the Second Amended Plan.	
SPECIAL NOTES	See Staff Report	
ANALYSIS	See Staff Report	

PUBLIC INFORMATION PROCESS	All necessary public notifications have been made throughout the process, as prescribed by ordinance and state statute.
BOARD OR COMMISSION RECOMMENDATION	The TIF Commission recommends approval
DEPARTMENT RECOMMENDATION	Staff recommends approval
REFERENCE DOCUMENTS ATTACHED	Ordinance, “Exhibit A” – TIF Contract, Staff Report, Assignment and Assumption Agreement

CITY OF GRAIN VALLEY | **STATE OF MISSOURI**

BILL NO. *B16-11* | ORDINANCE NO. _____
SECOND READING *May 09, 2016*
INTRODUCED BY: *ALDERMAN WEST* | FIRST READING *May 09, 2016*

AN ORDINANCE APPROVING A TAX INCREMENT FINANCING CONTRACT BETWEEN THE CITY OF GRAIN VALLEY, MISSOURI AND STAR ACQUISITIONS, INC., FOR THE IMPLEMENTATION OF THE SECOND AMENDMENT TO THE GRAIN VALLEY MARKETPLACE TAX INCREMENT FINANCING PLAN AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT

WHEREAS, by Ordinance No. 2107, adopted by the Board of Aldermen of the City of Grain Valley, Missouri ("City"), on September 27, 2010, the City approved the Grain Valley Marketplace Tax Increment Financing Plan (the "Original Plan"), declared the Redevelopment Area as a blighted area, and selected SG Property Management, LLC ("Original Developer") as the developer to implement Redevelopment Project 2 of the Redevelopment Plan; and

WHEREAS, the Original Developer ceased development of Redevelopment Project Area 2 after completing only a portion of the project, subsequently, the City sought a new developer to continue development of Redevelopment Project Area 2; and

WHEREAS, on or about January 8, 2016, STAR Acquisitions, Inc. (the "STAR") submitted a Second Amendment to the Grain Valley Marketplace Tax Increment Financing Plan ("Second Amended Plan"); and

WHEREAS, on February 3, 2016, the TIF Commission voted unanimously to adopt a resolution recommending to the Board of Aldermen that it should adopt an ordinance: (1) re-affirming the findings it previously made when adopting the Original Plan; (2) approving the Second Amended Plan; and (3) naming STAR as the developer for Redevelopment Project Area 2; and

WHEREAS, by Ordinance No. 2380, adopted by the Board of Aldermen of the City on March 28, 2016, the City approved the Second Amended Plan, re-affirmed its findings that the Redevelopment Project Areas constitute a Blighted Area and meets the other applicable requirements of the TIF Act; selected STAR to implement the Redevelopment Project Area 2 portion of the Redevelopment Plan, as amended, and authorized the City to enter into a contract with STAR for the implementation of Redevelopment Project 2 described in the Second Amended Plan; and

WHEREAS, Ordinance No. 2380 provides for the designation of STAR as the developer of Redevelopment Project 2 and authorizes city staff and consultants to execute and deliver a contract to implement the Second Amended Plan, upon terms and conditions as agreed upon by the parties to carry out the goals and objectives of the Second Amended Plan; and

WHEREAS, the City and the Developer have agreed upon the terms and conditions necessary to carry out the goals and objectives of the Second Amended Plan and desire to enter into the Tax Increment Financing Contract Between the City of Grain Valley, Missouri and STAR

Acquisitions, Inc. for the Second Amendment to the Grain Valley Marketplace Tax Increment Financing Plan Redevelopment Project 2, attached hereto as Exhibit A.

NOW THEREFORE, BE IT ORDAINED by the Board of Aldermen of the City of Grain Valley, Missouri as follows:

SECTION 1: That the Tax Increment Financing Contract between the City of Grain Valley, Missouri and STAR Acquisitions, Inc., a copy of which is attached hereto as **Exhibit A**, is hereby approved and adopted.

SECTION 2: That the Mayor is authorized to execute the Tax Increment Financing Contract on behalf of the City.

SECTION 3: This ordinance shall be in full force and effect from and after its passage and approval by the Mayor and Board of Aldermen.

Read two times and PASSED by the Board of Aldermen this _____ day of _____, *2016*, the aye and nay votes being recorded as follows:

ALDERMAN ARNOLD	_____	ALDERMAN HEADLEY	_____
ALDERMAN JOHNSTON	_____	ALDERMAN PALECEK	_____
ALDERMAN STANLEY	_____	ALDERMAN WEST	_____
MAYOR	_____		
(in the event of a tie only)			

Approved as to form:

_____
James Cook
City Attorney

_____
Mike Todd
Mayor

ATTEST:

_____
Chenéy Parrish
City Clerk

TAX INCREMENT FINANCING

CONTRACT

BETWEEN

THE CITY OF GRAIN VALLEY, MISSOURI

and

STAR ACQUISITIONS, INC.

for the

SECOND AMENDMENT TO THE GRAIN VALLEY MARKETPLACE

TAX INCREMENT FINANCING PLAN

REDEVELOPMENT PROJECT 2

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A Legal Description of Redevelopment Area

B Legal Description of Redevelopment Project Area

C Redevelopment Schedule

D Redevelopment Project Cost Budget

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F Form of Affidavit of Work Authorization

G City of Grain Valley – Grain Valley Marketplace Cinema Co., LLC – Lease Amendment Area

H Parking Lot South of Tract A

I Form of Assignment and Assumption Agreement

TAX INCREMENT FINANCING CONTRACT

THIS TAX INCREMENT FINANCING CONTRACT (this "Contract") is made and entered into as of the ____ day of _____, 2016, by and between **THE CITY OF GRAIN VALLEY, MISSOURI**, and **STAR ACQUISITIONS, INC.**, a Missouri corporation, the developer selected by the City to implement that portion of Project 2 that was not completed by SG Property Management, LLC ("Original Developer") more fully described herein.

Recitals.

A. The Tax Increment Financing Commission of Grain Valley, Missouri on August 18 and August 30, 2010 held a public hearing and voted on its recommendations to the Board of Aldermen regarding the Grain Valley Marketplace Tax Increment Financing Plan ("Original Plan") in an area described in the Original Plan determined to be a Blighted Area and as set forth in **Exhibit A**, attached hereto and incorporated herein by reference.

B. By Ordinance No. 2107, adopted by the Board of Aldermen of the City on September 27, 2010, the City approved the Original Plan, determined that the Redevelopment Project Areas constitute a Blighted Area; determined that the Original Plan, Redevelopment Projects, and Redevelopment Project Areas met the other applicable requirements of the Act; selected the Original Developer to implement the Redevelopment Project Area 2 portion of the Original Plan, and authorized City to enter into a contract with the Original Developer for the implementation of Redevelopment Project 2 described in the Original Plan.

C. On December 9, 2013, the Board of Aldermen adopted an amendment to the Original Plan ("First Amendment") altering the boundaries of Redevelopment Project Area 1 by splitting it into Redevelopment Project Area 1A and Redevelopment Project Area 1B, but leaving the exterior boundaries of the Original Plan unchanged.

D. The Original Developer ceased development of Redevelopment Project Area 2 after completing only a portion of the project. Subsequently, the City sought a new developer to continue development of Redevelopment Project Area 2.

E. On February 3, 2016, the TIF Commission voted unanimously to adopt a resolution recommending to the Board of Aldermen that it should adopt an ordinance: (1) re-affirming the findings it previously made when adopting the Original Plan; (2) approving the Redevelopment Plan; and (3) naming STAR Acquisitions, Inc. as the developer for Redevelopment Project Area 2.

F. By Ordinance No. 2380, adopted by the Board of Aldermen of the City on March 28, 2016, the City approved the Redevelopment Plan, as amended, re-affirmed its findings that the Redevelopment Project Areas constitute a Blighted Area and meets the other applicable requirements of the TIF Act; selected STAR Acquisitions, Inc. to implement the Redevelopment Project Area 2 portion of the Redevelopment Plan, as amended, and authorized the City to enter into a contract with STAR Acquisitions, Inc. for

the implementation of Redevelopment Project 2 described in the Redevelopment Plan, as amended.

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 40** 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.

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

B. "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.

C. "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.

D. "Board of Aldermen," the governing body of Grain Valley, Missouri.

E. "CID," means the Grain Valley Marketplace Community Improvement District approved by the Board of Aldermen on September 27, 2010 pursuant to Ordinance No. 2109, as amended by Ordinance No. 2381 on March 28, 2016.

F. "CID Act," the Community Improvement District Act, Sections 67.1401 to 67.1571 RSMo, as amended.

G. "CID Cooperative Agreement" the First Amended and Restated Cooperative Agreement among the City of Grain Valley, Missouri, Grain Valley Marketplace Community Improvement District, and STAR Acquisitions, Inc., approved by the Board of Aldermen on _____ __, 2016 pursuant to Ordinance No. _____, and any amendments thereto.

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

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

J. "City," the City of Grain Valley, Missouri.

K. "City Administrator," the City Administrator of Grain Valley, Missouri.

L. "City Engineer," the city engineer of Grain Valley, Missouri.

M. "City Treasurer," the Finance Director of Grain Valley, Missouri.

N. "Commission," the Tax Increment Financing Commission of Grain Valley, Missouri.

O. "County," Jackson County, Missouri.

P. "County Assessor," the assessor of Jackson County, Missouri.

Q. "County Collector," the collector of Jackson County, Missouri.

R. "Debt Service," the amount required for the payment of interest and principle on the Obligations and/or Private Loans as they come due, for the payment of mandatory or optional redemption payments and for payments to reserve funds required by the terms of the Obligations to retire or secure the Obligations and/or Private Loans.

S. "Developer," STAR Acquisitions, Inc., its successors and assigns, subject, however, to the provisions of **Section 32** hereof.

T. "Economic Activity Account," the separate segregated account within the Special Allocation Fund into which fifty percent (50%) of the Economic Activity Taxes will be deposited.

U. "Economic Activity Taxes or EATs," the total additional revenue from taxes which are imposed by the City or other Taxing Districts, and which are generated by economic activities within the Redevelopment Project Area, over the amount of such taxes generated by economic activities within the Redevelopment Project Area in the calendar year prior to the adoption of the Redevelopment Project Ordinance, while tax increment financing remains in effect, but excluding (1) personal property taxes, (2) taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, (3) licenses, (4) fees or special assessments, and (5) taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, commonly referred to as the Bi-State Cultural Tax. If a retail establishment relocates within one (1) year from one facility to another facility within the County and the Board of Aldermen finds that the relocation is a direct beneficiary of Tax Increment Financing, then for purposes of this definition the Economic Activity Taxes generated by the relocated retail establishment shall equal the total additional revenues from Economic Activity Taxes which are imposed by the City or other Taxing Districts over the amount of Economic Activity Taxes generated by the retail establishment in the calendar year prior to its relocation to the applicable Redevelopment Project Area.

V. "Financing Costs," shall mean any interest under **Section 19.C** hereof, and all costs reasonably incurred by the Developer, the City or other issuer authorized by the City, or the CID in furtherance of the issuance of Private Loans or Obligations, including but not limited to interest, loan fees and points not exceeding one percent (1%) of the principal amount of the loan, loan origination fees not to exceed two percent (2%) of the principal amount of the loan, and interest payable to banks or similar financing institutions that are in the business of loaning money, plus reasonable fees and expenses of the Developer's or City's attorneys (including special TIF legal counsel), the Developer's or City's administrative fees and expenses (including planning and/or financial consultants), underwriters' discounts and fees, the costs of printing any Obligations and any

official statements relating thereto, the costs of credit enhancement, if any, capitalized interest, debt service reserves and the fees of any rating agency rating any Obligations. Any costs related to the financing of non-Reimbursable Project Costs shall not be a Financing Cost or a Reimbursable Project Cost.

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

X. "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 Grain Valley, 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.

Y. "NID," means the Grain Valley Marketplace Neighborhood Improvement District approved by the Board of Aldermen on September 27, 2010 pursuant to Ordinance No. 2110, and any amendments thereto.

Z. "NID Act," the Neighborhood Improvement District Act, Sections 67.453 to 67.475 RSMo, as amended.

AA. "NID Improvements," means those improvements financed by NID notes and/or NID Special Assessments through the NID, more specifically described in the NID column on **Exhibit D-3**.

BB. "NID Special Assessments," special assessments imposed by the City within the NID boundaries in accordance with the NID Act, levied on a per-square-foot of land area basis to pay for the costs of construction and maintenance of NID Improvements.

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

DD. "Payment in Lieu of Taxes or PILOTs," those estimated revenues from real property taxes in the Redevelopment Area, which revenues are to be used to retire TIF Bonds and pay other Reimbursable Project Costs, which Taxing Districts would have received had the City not adopted Tax Increment Financing, and which 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 are approved by an Ordinance of the Board of Aldermen, but excluding the blind pension fund tax levied under the authority of Article III, Section 38(b) of the Missouri Constitution, and the merchant's and manufacturer's inventory replacement tax levied under the authority of Article X, Section 6(2) of the Missouri Constitution. 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.

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

FF. "Preliminary Plat," a preliminary plat for a subdivision located within the Redevelopment Project Area which is a formal plat, drawn to scale, indicating prominent existing features of the tract(s) and its surroundings and the general layout of the proposed subdivision. Such preliminary plat shall meet the requirements outlined in the City's development codes.

GG. "Prime Rate," the prime rate reported in the "Money Rates" column or any successor column of *The Wall Street Journal*, currently defined therein as the base rate on corporate loans posted by at least **75%** of the nation's **30** largest banks. If *The Wall Street Journal* ceases publication of the Prime Rate, then "Prime Rate" shall mean the "prime rate" or "base rate" announced by an equivalent publication that evaluates the same criteria as the *Wall Street Journal* to report such rate.

HH. "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 in this **Section 2**, relating to Private Loans, including interest thereon shall be a Reimbursable Project Cost over and above the total amount shown in the Redevelopment Project Cost Budget.

II. "Project Improvements," those improvements consisting of certain site and building construction, as described in the Redevelopment Plan and included in the Redevelopment Project Cost Budget attached hereto as **Exhibit D-1**.

JJ. "Redevelopment Area" means the area, consisting of Redevelopment Project Areas 1A-4, collectively, as such area is legally described in the aggregate and depicted on **Exhibit A** attached hereto, in accordance with the provisions of the Redevelopment Plan.

KK. "Redevelopment Plan," means the Second Amendment to the Grain Valley Marketplace Tax Increment Financing Redevelopment Plan approved by the Board of Aldermen by Ordinance No. 2380 on March 28, 2016, and any amendments thereto.

LL. "Redevelopment Project" means Redevelopment Project 2, as described in the Redevelopment Plan and as more specifically described herein at **Sections 4 and 5**.

MM. "Redevelopment Project Area" means Redevelopment Project Area 2, which is legally described and depicted on **Exhibit B** attached hereto, in accordance with the provisions of the Redevelopment Plan.

NN. "Redevelopment Project Ordinance" means Ordinance No. 2108 approved by the Board of Aldermen on September 27, 2010, and any amendments thereto.

OO. "Redevelopment Project Cost Budget," the budget setting forth the estimated Redevelopment Project Costs for Redevelopment Project 2, and identifying those Redevelopment Project Costs which are Reimbursable Project Costs, attached hereto as **Exhibit D-1** and incorporated herein by reference.

PP. "Redevelopment Project Costs," include the sum total of all reasonable or necessary costs incurred, or estimated to be incurred, which are incidental to Redevelopment Project 2 of the Redevelopment Plan, including without limitation those costs of the City in considering the approval of the Redevelopment Plan. Such costs include, but are not limited to, the following (estimates of which are set forth in the Redevelopment Project Cost Budget attached hereto as **Exhibit D-1**):

(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 the 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.

QQ. "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, CID Sales Tax revenue or the proceeds of TIF Bonds as are set forth in the Redevelopment Project Cost Budget and elsewhere in this Contract, plus Financing Costs. Estimated Reimbursable Project Costs are shown in the line items associated with the Projected TIF Reimbursed Costs column of the Redevelopment Project Cost Budget attached hereto as **Exhibit D-1**. In addition, Reimbursable Project Costs shall include City Administrative Costs, City Expenses, and amounts paid by the Developer under the Funding Agreement, all of which shall not count against the maximum Reimbursable Project Costs amount set forth in the Redevelopment Project Cost Budget.

RR. "Site Plan," a document that describes how parcel(s) of land within the Redevelopment Project Area will be improved, including the outlines of all structures and site improvements, including without limitation, driveways, parking lots, landscaping, and utility connections. Such site plan shall meet the requirements outlined in the City's development and zoning ordinances, including, without limitation, Section 400.460 of the City's Code of Ordinances addressing use regulations in the Grain Valley Downtown Overlay District.

SS. "Special Allocation Fund," the fund containing at least two separate segregated accounts established and maintained by the City into which, as required by the Act, all Payments in Lieu of Taxes and Economic Activity Taxes from the Redevelopment Project are deposited for the purpose of paying or reimbursing Redevelopment Project Costs and paying Debt Service on TIF Bonds. Revenue generated from the CID Sales Tax may be deposited within the Special Allocation Fund, in which case, the Special Allocation Fund shall also contain a third separate segregated account, established and maintained by the City Treasurer, into which all payments of the non-captured portion of the CID Revenues that are pledged to pay Reimbursable Project Costs prior to termination of the Redevelopment Plan will be deposited.

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

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

VV. "TIF Act" see definition of "Act."

WW. "TIF Bonds," Together, the Outstanding TIF Bonds and Additional TIF Bonds.

XX. "TIF Bonds (Additional)" or "Additional TIF Bonds," bonds issued by the City or other eligible entity selected by the City to reimburse all or a portion of the Developer's Reimbursable Project Costs in accordance with this TIF Contract for the Redevelopment Plan.

YY. "TIF Bonds (Outstanding)" or "Outstanding TIF Bonds," the Grain Valley Industrial Development Authority Tax Increment Revenue Bonds, Series 2012 dated October 24, 2012.

ZZ. "TIF Bond Proceeds" the gross cash proceeds from the sale of TIF Bonds before payment of Financing Costs relating to TIF Bonds, together with any interest earned thereon.

AAA. "TIF Plan" see definition of "Redevelopment Plan."

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

CCC. "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 Board of Aldermen approved the Redevelopment Project Ordinance.

DDD. "Trustee," the banking or trust entity named as trustee in connection with the issuance of TIF Bonds.

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

4. Redevelopment Project Area.

A. The Redevelopment Area consists of five (5) redevelopment project areas; however, this Contract addresses only Redevelopment Project Area 2, which is legally described and depicted on **Exhibit B**, in accordance with the provisions of the Redevelopment Plan. The Redevelopment Project Area may only be changed, modified or amended in accordance with the Act.

B. Activation of TIF within the Redevelopment Project Area. Tax Increment Financing with respect to the Redevelopment Project within the Redevelopment Project Area became effective upon the approval of the Redevelopment Project Ordinance.

5. Project Improvements. The Project Improvements consist of certain site and building construction, the estimated costs of which are set forth in the Redevelopment Project Cost Budget attached hereto as **Exhibit D-1**. 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 Project 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.

6. Redevelopment Schedule. 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 C**, as may be reasonably amended from time to time, attached hereto and incorporated herein by reference (the "**Redevelopment Schedule**"). Developer shall construct or cause to be constructed all Project Improvements, and shall complete all other development-related activities including, but not necessarily limited to design, land preparation, environmental evaluation and remediation, construction, management, maintenance and procurement of private financing in sufficient time to comply with the Redevelopment Schedule.

The parties hereto recognize and agree that market 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.

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. City shall endeavor to expedite 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 Developer fails to timely complete its obligations under this Contract (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 shall not be terminated in accordance with **Section 37** hereof.

7. **RESERVED.**

8. **RESERVED.**

9. Design Criteria and Review Procedures for Project Improvements.

A. Developer shall obtain the approval of City for any Preliminary Plats and Site Plans necessary for construction of the Redevelopment projects. If

Developer shall seek to amend the Redevelopment Plan, Developer shall obtain the approval of City to such amendment, and City shall have the right to grant or withhold such approval upon the same terms and conditions, and subject to the same standards of review, as were applicable to City's initial approval of the Redevelopment Plan.

B. The construction plans, site plans and building elevations for the Project Improvements shall conform to the Redevelopment Plan, Land Use Approvals, Site Plan, and this Contract. The parties hereto agree as follows:

(1) The estimated square footage for all Project Improvements proposed in the Redevelopment Plan shall be constructed on the first floor of buildings located within the Redevelopment Project Area. The Developer is encouraged to incorporate uses on the second floor of any building wherever feasible.

(2) The Developer shall comply with and/or follow controls and design criteria relating to exterior improvements that are part of the City's approval of the Preliminary Plat, Site Plan, or other Land Use Approvals, including those that relate to, without limitation, the building style, height, setbacks, open spaces, bulk and scale, landscaping, materials and finishes, signage, lighting, drainage, access, and parking/circulation features (the "Design Criteria").

(3) No Project Improvements shall be commenced or made unless and until all the construction plans therefore, in the detail herein, or any changes thereto, shall have been submitted to City staff, all in accordance with the City's adopted development processes and **Section 9.B.(1)**.

(4) 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.

(5) Subsequent to commencement of the Project Improvements and until said Project Improvements have been completed, Developer shall provide an annual report to the City describing the progress of Developer in construction. During such period the work of Developer shall be subject to inspection by representatives of City as described in **Section 10.A.** hereof and as required by Legal Requirements.

(6) 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.

10. Control of Project.

A. Construction. Except as otherwise provided in this Contract, Developer shall have complete and exclusive control over construction of the Project 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 at reasonable times for the purpose of inspecting the Redevelopment Project.

B. Dedication of Right of Way. Developer shall dedicate to the City, at no cost to the City, all necessary easements or rights-of-way not otherwise to be dedicated to MoDOT or the CID for utilities located within the boundaries of the Redevelopment Area and necessary for the construction of the Project Improvements.

C. Control of CID Improvements. Grain Valley Marketplace Cinema Company, LLC, has entered into a long term ground lease with the City, as amended, regarding the CID-eligible portion of the Project Improvements. Such lease confers to the City the rights to operate, maintain and control the CID-eligible portion of the Project Improvements for the term of the lease which shall be ninety-nine (99) years or for the duration of the Redevelopment Project 2, whichever is longer. A memorandum of such lease is filed with the Jackson County Recorder of Deeds as Instrument No. 2012E0127617. The long term ground lease shall be amended as provided in **Section 12.D(5)** below.

D. Vacation of Right of Way by City. Implementation of the Redevelopment Plan may require the vacation of existing rights of way and easements by City and/or by MoDOT. In order to allow Developer to maintain the Redevelopment Schedule, City will endeavor to facilitate, upon application by the Developer, the timely passage of ordinances which will vacate City-owned rights of way. City will also reasonably assist in securing the vacation by MoDOT of any MoDOT rights of way needed for implementation of the Redevelopment Plan.

E. Maintenance and Repair. Developer, at its sole cost and expense, at all times shall (1) maintain and operate the Project Improvements like other similarly situated shopping centers, (2) timely make all necessary repairs to and replacements and restorations of all parts of the Project Improvements, (3) keep the Project Improvements in good condition, repair and appearance, and (4) maintain casualty insurance on the Project Improvements in an amount equal to the full replacement value thereof and provide City with evidence of such insurance upon demand. Developer may form a property association to fulfill these obligations.

Unless Developer has agreed to fulfill such obligations, Developer shall use its best efforts to contractually obligate any tenant, purchaser, transferee, developer, manager, association, contractor or subcontractor ("**User**") to comply with the provisions of this **Section 10.E** for its respective portion of the Project Improvements. Developer shall enforce the provisions of this **Section 10.E** in a commercially reasonable manner. 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 10.E**. Developer shall use commercially reasonable efforts to enforce such contract rights.

11. Certificate of Completion and Compliance.

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

B. City may conduct an investigation, and if City determines that the Project Improvements or any portion thereof has been completed in material accordance with the Redevelopment Plan 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 Project Improvements or any portion thereof which is the subject of an investigation or review under this **Section 11.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 with respect to and 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 Jackson 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.

12. Funding Sources and Uses of Funds.

A. Outstanding TIF Bonds.

(1) Financing of the improvements provided in the Original Plan was completed in part by the Outstanding TIF Bonds, which remain in effect according to their terms. Revenue generated within the Redevelopment Project Area is dedicated first to the repayment of Outstanding TIF Bonds as provided in the documents creating such bonds. A main purpose of this Contract is to address the use of funds generated within the Redevelopment Project Area in excess of those necessary to pay the applicable debt service for the Outstanding TIF Bonds.

(2) The City may irrevocably waive any requirement of this Contract that imposes requirements on the Developer, or any party that is subject to the obligations and restrictions of this Contract as an authorized assignee, successor or transferee of Developer, related to the payment, collection, administration, guaranty or maximum rate of return resulting from Economic Activity Taxes or Payments in Lieu of Taxes, to the extent the City determines in its sole discretion that the waiver is necessary or appropriate in order to facilitate the tax-exempt financing. The City may waive any requirement of this Contract applicable to the issuance of any TIF Bonds, to the extent that the City determines in its sole discretion that the waiver is beneficial to the City and Developer. The City shall evidence such waiver by providing to the Developer written notice specifically listing any requirements waived by the City and this Agreement shall be deemed to have been amended to delete the waived provisions as provided therein.

B. Private Funds. Developer shall construct or cause to be constructed the Project Improvements. Developer shall use private funds to fund the Project Improvements. The private funds will be derived from a combination of equity investment provided by Developer or third parties, and debt incurred by Developer or third parties (hereinafter the "**Private Funds**").

C. Pay-As-You-Go. 1. Upon completion of the Developer's portion of the Project Improvements, the Developer may elect to have all of its eligible TIF Reimbursable Projects Costs (i.e., $6,780,000 plus Financing Costs) reimbursed on an as collected basis from revenues deposited in the Special Allocation Fund. Such reimbursement to occur after payment of Debt Service for Outstanding TIF Bonds.

D. TIF Bonds - Alternative.

(1) As an alternative to the Developer's option to be reimbursed solely on an as collected basis from revenues deposited in the Special Allocation Fund, upon completion of the Developer's portion of the Project Improvements, the Developer may elect to have all or a portion of its Reimbursable Project Costs reimbursed by the proceeds of Additional TIF Bonds. If only a portion of the Reimbursable Project Costs are reimbursed by the proceeds of Additional TIF Bonds, the remainder of such eligible TIF Reimbursable Project Costs will be reimbursed on an as collected basis; the timing and terms of the as collected reimbursement to be determined by the covenants for such Additional TIF Bonds and/or amendment to this Tax Increment Financing Contract.

(2) If requested by Developer pursuant to this subsection C, the City or eligible entity selected by the City will issue Additional TIF Bonds when such bonds become marketable without City credit enhancement. The timing and terms of such Additional TIF Bonds shall be at the City's sole discretion.

(3) The amount of the Additional TIF bonds, and the net proceeds produced, will be determined by market conditions and City established terms at the time of underwriting.

(4) The final maturity of Additional TIF Bonds shall not exceed the termination of the Redevelopment Project Area.

E. Community Improvement District. By Ordinance No. 2109 adopted on September 27, 2010, the Grain Valley Marketplace Community Improvement District was established within the boundaries of the Redevelopment Area.

(1) CID Amendment. City and Developer have taken action to: (1) amend the CID Petition to include payment of costs associated with the Grain Valley Marketplace Neighborhood Improvement District, including payment or reimbursement of NID special assessments and/or debt service on NID Bonds associated with one or more parcels within the boundaries of the NID and CID (collectively, "NID Costs"); and (2) annex additional property north of the existing boundary of the CID in order to collect sales tax generated by the proposed grocery store.

(2) Capture of CID Sales Tax Revenue as EATs. The CID Sales Tax became effective on April 1, 2012, and is an Economic Activity Tax. As such, subject to the calculation of Economic Activity Taxes as defined in the Act, fifty percent (50%) of the revenues generated by the CID Sales Tax is directed to the Special Allocation Fund.

(3) CID Cooperative Agreement. Developer shall cause the CID board of directors to meet within 90 days after the effective date of the

ordinances amending the CID Petition and expanding the boundary of the CID in order to approve the execution of an amendment to the CID Cooperative Agreement with the City that is satisfactory to the City and consistent with the terms of this Contract and the Redevelopment Plan. The amendment to the CID Cooperative Agreement shall specify the rights, duties and obligations of the City, Developer and CID with respect to the operation and management of the CID and the use of the CID Revenues as provided herein.

(a) The amendment to the CID Cooperative Agreement shall maintain, without limitation, the City's (1) right to review and reasonably approve all budgets (capital or operating) of the CID prior to adoption thereof by the CID; (2) right to receive from the Missouri Department of Revenue and administer, on behalf of the CID, the CID Sales Tax revenues, subject to the discretion of the CID board of directors and in accordance with the CID annual budget; and (3) right to enforce such other provisions as City shall reasonably determine to be necessary for the CID's role in the implementation and funding of the Redevelopment Plan.

(b) The amendment to the CID Cooperative Agreement shall further provide that the CID shall pledge that portion of the CID Sales Tax revenue not captured as Economic Activity Taxes ("Non-Captured CID Revenue") to primarily pay the eligible portion of the Series 2012 TIF Bonds Debt Service. Any Non-Captured CID Revenue available after paying the eligible portion of any Debt Service payment on the Series 2012 TIF Bonds Debt Service shall be used to pay or reimburse NID Costs, subject to the limitations of the CID Act, and less operating and administrative expenses of the CID and any costs reasonably incurred by Developer or City in amending the CID.

(4) Statutory Limitation on Reimbursement from Non-Captured CID Revenue. The CID Act limits the use of Non-Captured CID Revenue to public improvements constructed within the boundaries of the CID. Approximately $1.5 million of the NID project costs were located outside of the CID and NID boundaries, which are coterminous. For these reasons, it is anticipated that Non-Captured CID Revenue will be utilized primarily to pay the eligible portion of the debt service on Outstanding TIF Bonds. The Developer's reimbursement will come primarily from TIF increment, which includes captured CID Revenue. The City makes no guarantee that project revenues will be sufficient to reimburse all of the Developer's eligible costs.

(5) City-Cinema Lease Agreement.

(a) The City and Grain Valley Marketplace Cinema Company, LLC will enter into a Lease Amendment to exchange that portion of Tract A located south of the proposed grocery store

(approximately 0.86 acres) for the driveway and parking areas located north and east of the existing theater (approximately 0.38 acres) (see map attached hereto as **Exhibit G**). The purpose of this Lease Amendment is to change the public improvements that have been financed using non-captured CID revenues.

(b) Upon acquisition of the development site by the Developer, the Developer will enter into an additional lease agreement with the City for a portion of the parking lot south of existing Tract A (triangle piece) (see map attached hereto as **Exhibit H**).

F. NID Bonds.

(1) The NID Improvements, including capitalized interest, are subject to short-term financing through the City's Taxable Neighborhood Improvement District Limited General Obligation Refunding Temporary Notes, Series 2015 (the "NID Notes"), which will mature on December 1, 2016.

(2) Prior to or at maturity of the NID Notes, the City will issue taxable NID bonds ("NID Bonds"). The taxable NID Bonds will be paid from special assessments that will first be levied in November 2017.

(3) The aggregate NID special assessment principal for the Developer's portion of the property within the NID boundaries, excluding Financing Costs, is expected to be approximately $1,800,000.

(4) The Developer shall pay its annual NID special assessments and be reimbursed from TIF and CID revenue as described in this **Section 12**, on a pay-as-you-go basis or by TIF Bonds.

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

A. Acquisition by Developer of all real property within the boundaries of the Redevelopment Project Area, except the hotel parcel of the Redevelopment Project Area, any existing right-of-way, and those portions of the Redevelopment Project Area owned by the Grain Valley R-5 School District, Grain Valley Marketplace Cinema Co., LLC, JPNS Corporation, and Casey's Marketing Company; and

B. Execution of the amendment to the CID Cooperative Agreement as set forth in **Section 12.E.**

By commencing construction, which for purposes of this clause means the pouring of footings and foundations, for any of the Project Improvements, Developer shall be

deemed to have agreed that all of the foregoing conditions precedent in this **Section 13** with respect to such Project Improvements have been satisfied or, to the extent not so satisfied, Developer shall be deemed to have waived all such conditions precedent with respect to such Project Improvements. City and Developer agree to use good faith efforts and cooperate with and assist each other and the CID in accomplishing all of the foregoing conditions precedent.

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

A. Acquisition by Developer of all real property within the boundaries of the Redevelopment Project Area, except the hotel parcel of the Redevelopment Project Area, any existing right-of-way, and those portions of the Redevelopment Project Area owned by the Grain Valley R-5 School District, Grain Valley Marketplace Cinema Co., LLC, JPNS Corporation, and Casey's Marketing Company;

B. Execution of the amendment to the CID Cooperative Agreement as set forth in **Section 12.E**; and

C. Binding commitments to Developer, evidenced by documentation satisfactory to the City for the Private Funds necessary to provide total private financing for all Project Improvements anticipated to be constructed by the Developer (compared with Project Improvements anticipated to be constructed by third parties) as set forth in the Redevelopment Project Cost Budget, shall be made by financial institutions or other entities acceptable to the City. Such commitments shall be unconditional or upon terms and conditions approved by the City, which approval shall not be unreasonably withheld. If the City does not approve of any such commitment, the reasons therefore shall be stated and Developer shall be provided a reasonable opportunity to amend the commitments or otherwise satisfy any such objections.

City and Developer agree to use good faith efforts and cooperate with and assist each other and the CID 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, Tax Increment Financing has been established by Ordinance for the Redevelopment Project Area, and thus 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 Project (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. Developer and its successors and assigns in ownership of the property in the Redevelopment Area shall waive their right to object, for the purpose of reducing the County Assessor's appraised value, to the appraisal of their respective parcels of real property while tax increment financing is in effect in the Redevelopment Project Area, subject to the following:

(1) the owner of the full service grocery store shall have the right to object to the appraised value of the grocery store, but such objection shall only apply to the amount by which such appraised value exceeds $5,200,000; and

(2) the owner of any other building shall have the right to object to the appraised value of such building, but such objection shall only apply to the amount by which such appraised value exceeds $225 per square foot of leasable floor area in such building.

(3) The dollar amounts set forth in (1) and (2) above are 2016 values and shall be increased every two (2) years thereafter by two percent (2%).

B. Failure to pay Payments in Lieu of Taxes as to any property in a 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) under **Section 37** 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 or of the principal of and interest on any outstanding Obligations secured by such payments; provided, however, that the failure of any property in a 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 a 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 (including any cross access or parking rights granted or created 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 99.845 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 27** 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, 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. The City shall provide copies of all such sales tax information provided by tenants, users, occupants and owners within the Redevelopment Project Area to Developer upon request by Developer, within thirty (30) days after such request.

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 has established and maintains the Special Allocation Fund. 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 Tax, shall be deposited into the Economic Activity Account within the Special Allocation Fund. The Special Allocation Fund also contains a third separate segregated account for Non-Captured CID Revenues paid to the Special Allocation Fund in accordance with the CID Cooperative Agreement, as amended, and this Contract.

18. Disbursements from Special Allocation Fund. All disbursements from the Special Allocation Fund will be paid in such priority as the City shall determine from the separate segregated accounts maintained within the Special Allocation Fund for Payments in Lieu of Taxes, Economic Activity Taxes and Non-Captured CID Revenue. The City hereby agrees for the term of this Contract to apply available TIF Revenues in the following manner and order of preference. To the degree that this manner and order of preference conflicts with the ordinance and/or trust indenture for any TIF Bonds, the TIF Bonds ordinance and/or trust indenture shall govern.

A. Payment of City Administrative Fees, City Expenses, and City Original Formation Cost;

B. Reimbursement to any district providing emergency services within the Redevelopment Area, to the extent required by Section 99.847 of the TIF Act or, in lieu thereof, such amount as may be set forth in a cooperative agreement between the City and any such district;

C. Payment of Debt Service as required in the ordinance and/or trust indenture for Outstanding TIF Bonds;

D. Payment of Additional TIF Bonds Debt Service, if applicable. Moneys in the Special Allocation Fund shall be applied in the manner specified in the ordinance or trust indenture relating to the issuance of such Additional TIF Bonds; and

E. Payment of Reimbursable Project Costs not previously reimbursed from the proceeds of TIF Bonds. After retaining in the Special Allocation Fund eligible moneys equal to the following twelve (12) months of Additional TIF Bonds expected case debt service, legally eligible moneys in the Special Allocation Fund shall be used to reimburse the Developer for outstanding 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 D-1** as reimbursable expenses, and for Financing Costs related to Reimbursable Project Costs. Developer shall submit its request for certification of Reimbursable Project Costs within one hundred twenty (120) days of paying any such costs. For all Reimbursable Project Costs paid by Developer prior to the execution of this Contract, such Reimbursable Project Costs shall be submitted for certification within one hundred (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 separately; (2) aggregate all costs in the Reimbursement Request by line item category as set forth in the Redevelopment Project Cost Budget or elsewhere in this Contract; (3) include a report setting forth the total amount, by line item category from the Redevelopment Project Cost Budget, 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, completed as of the date of the current Reimbursement Request. Notwithstanding anything contained herein to the contrary, Developer shall be entitled to transfer amounts between and among each line item category in the Projected TIF Reimbursed Costs Column of **Exhibit D-1** so long as Developer does not (a) receive reimbursement in excess of the aggregate amount of Reimbursable Project Costs set forth in the Redevelopment Project Cost Budget, excluding Financing Costs; (b) transfer to line items that are not approved as Reimbursable Project Costs; or (c) transfer amounts resulting in any additional fees or payments directly to Developer. Except as otherwise provided in this Section, the Developer shall not attempt to, or be permitted to, transfer amounts from other columns on **Exhibit D-1** into the TIF Column. 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 (subject to the foregoing sentence providing flexibility to move reimbursable amounts among and between reimbursable line items), 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. If the Developer is otherwise unable or unwilling to cure the reason for disapproval, 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, excluding Financing Costs, to exceed the total amount set out in the Redevelopment Project Cost Budget for Reimbursable Project Costs without the formal approval by Board of Aldermen of an amended and restated **Exhibit D-1** 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. The City shall respond within a reasonable time period not to exceed sixty (60) days to all requests by Developer for approval under this Section. To the extent it is reasonably necessary for outside consultants to assist the City with reviewing and approving Reimbursement Requests, the costs and fees associated with such consultants shall be considered City Expenses for purposes of **Section 46**.

B. Reserved

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 this **Section 19**, which interest shall not compound; provided, however, in no event shall the amount of reimbursable Developer's interest exceed a rate of Prime Rate plus three percent (3%).

(2) Equity. Interest paid on equity shall be calculated using the same rates as those calculated for Third Party Borrowing. In the event Third Party Borrowing does not exist, the parties shall meet to determine the appropriate calculation for interest paid on equity.

(3) Interest Paid Not Included In Total Reimbursable Project Costs. Any interest paid to Developer pursuant to this **Section 19.C** shall not count toward the maximum Reimbursable Project Cost amount in the Redevelopment Project Cost Budget.

(4) Interest Calculation. For purposes of calculating reimbursable interest, Developer shall certify the amount of reimbursable interest as a separate line item, which shall accrue for any given Reimbursable Project Cost beginning with the day of the Reimbursable Project Cost was paid and ending the day such Reimbursable Project Cost is reimbursed hereunder.

D. Amendments Due to Cost Overruns. The parties acknowledge that the Redevelopment Project Costs set forth in **Exhibit D-1** are estimates. In the

event that actual costs exceed these estimates, Developer may request approval of the Board of Aldermen to increase the aggregate amount of Reimbursable Project Costs to mitigate the cost increase. Any such request to the Board of Aldermen by the Developer shall explain with supporting documentation such increase in the aggregate amount of the Developer's Redevelopment Project Costs and identify the amount of additional cost reimbursement the Developer would require to keep the respective shares of Redevelopment Project Costs of the Developer and City the same as at the time of the City's adoption of the Plan Ordinance. Any request to increase the Projected TIF Reimbursed Costs column by an amount that results in a change in the nature of the Redevelopment Projects shall require amendment of the Plan according to the procedures established in the TIF Act, including a hearing by the TIF Commission. At the time the Board of Aldermen considers a request for an increase in the Projected TIF Reimbursed Costs column, the Board of Aldermen may separately consider reimbursement of Financing Costs associated with such request.

20. Payment of Project Costs - "As Collected" Basis. If the Reimbursable Project Costs are to be reimbursed from the Special Allocation Fund on an "as collected" basis rather than paid with proceeds from the sale of TIF Bonds, 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 and in accordance with the priorities specified in **Section 18**, 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.

21. Payment of Project Costs with TIF Bond Proceeds. If the Developer chooses, upon completion of the Project Improvements anticipated to be constructed by the Developer (compared with Project Improvements anticipated to be constructed by third parties) as set forth in the Redevelopment Project Cost Budget, to have a portion of its eligible TIF Reimbursable Project Costs reimbursed by the proceeds of TIF Bonds as set forth in **Section 12.C**, above, then at such time as proceeds from the sale of TIF Bonds are available for the reimbursement of or direct payment of Reimbursable Project Costs for those costs certified by the City pursuant to the Reimbursement Request procedure described in **Section 19**, payment in accordance with the priorities specified in **Section 18** shall be made by presenting within ten (10) business days the Reimbursement Request(s) certified by the City and endorsed by the City and Developer to the Trustee of the TIF Bonds for payment of the amount set forth in the certified Reimbursement Request(s). The amount to be included in the initial disbursement from TIF Bond Proceeds shall include all Reimbursable Project Costs that have been certified by City pursuant to all certified Reimbursement Requests as of the date of the initial disbursement, plus related Financing Costs, all in accordance with the priorities specified in **Section 18**. Once the certified Reimbursement Request is presented to the Trustee, City shall make reasonable efforts to cause the Trustee to promptly make payment thereon, which shall be made within thirty (30) days of approval of the Reimbursement Request by the Trustee, subject to the terms of the trust indenture. Notwithstanding anything to the contrary herein, City shall deliver a copy of any such certified

Reimbursement Request to Developer at the same time it submits such certified Reimbursement Request to the Trustee.

22. Reserved

23. Full Assessment of Redevelopment Area. After all TIF Bonds (if any are issued) and 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 an Ordinance approving and designating the Redevelopment Project, City shall adopt an Ordinance dissolving the Special Allocation Fund and terminating the designation of the Redevelopment 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 market 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 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.

24. Reserved.

25. Reserved.

26. 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 without specific City consent, as set forth below:

(1) Existing Users in the City. Without the approval of the City, the Developer shall not cause the relocation of a tenant into the Redevelopment Project Area, which is then open and operating in the City and then ceases to operate the existing facility within one (1) year of the opening of the new facility within the Redevelopment Project Area.

(a) In the event that Developer violates the requirements of this subsection and fails to receive the prior approval of the City as set forth above, for each such violation the Developer shall pay to the City an amount equal to **two (2)** times the amount of all local retail sales taxes generated by such store at its prior location during the preceding calendar year **("Relocation Penalty Payment")**. Any Relocation Penalty Payment shall be due and payable within **fifteen**

(15) business days after receipt of written notice from the City for such payment. Failure to make any Relocation Penalty Payment when due shall be an event of default of this Contract and Developer shall be subject to the remedies set forth herein. All Relocation Penalty Payments shall be expended by the City in a manner consistent with this Contract and, provided the City obtains an Opinion of Bond Counsel to the effect that the receipt of such payments will not adversely affect the tax-exempt status of any outstanding TIF Bonds (if any are issued), in accordance with funds expended from the Special Allocation Fund.

(2) 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 Area to a surplus or second hand store. For the purpose of this section, a surplus or second hand store shall be defined as a store whose primary business is the sale of used or second hand merchandise, such as a thrift shop or a flea market.

(3) Gasoline Station/Convenience Stores. Without City approval, the Developer shall not by sale or lease locate more than one (1) 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 as the primary business gasoline, diesel fuel, and oil is dispensed at retail. Uses may also include the sale of cold drinks, packaged foods, prepared foods that would otherwise constitute fast foods, tobacco and similar household convenience goods for station customers.

(4) Auto Repair Businesses or Lube Shops. The Developer shall not, without City approval, sell or lease any of the Redevelopment Project Area to a store whose primary business is as an automobile repair or similar business that includes garage doors as a primary feature of its facility; provided, however, such exclusion shall not apply to national tire, oil change or battery retailers; specifically Discount Tire, Tires Plus or National Tire and Battery ("NTB").

(5) Non-Sales Tax Generating Businesses. The Developer shall not, without City approval, sell or lease for development more than one pad site in the Redevelopment Project Area to non-sales tax generating businesses such as office uses or fitness centers. For purposes of this section, a non-sales tax generating business shall be any business projected to generate less than $50 per square foot of retail sales.

27. Lease of Project Property.

A. Developer, or any third party, may lease real property within the Redevelopment Area. Unless the Board of Aldermen waives this requirement as to a particular tenant, Developer shall insert in any such lease, or include a

provision in the "Declaration of Restrictive Covenants" (as defined in **Section 28** of this Contract) requiring any third party to insert, the following language (or similar language) and, if not included in the Declaration of Restrictive Covenants, shall 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 Grain Valley Market Place shopping center (including Tenant's Premises) is located within the boundaries of a Community Improvement District ("**CID**") which will have the power to impose a sales tax on any retail sales generated within Tenant's Premises. 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 CID.

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, or, if Tenant's business is currently located within the City, Tenant acknowledges that if the existing business outside the Redevelopment Project Area is closed within twelve (12) months of opening within the Redevelopment Project District, this Lease shall not be effective unless the Board of Aldermen approves this Lease, 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.

28. Sale or Disposition of Project Property.

A. Purchasing Entity. Except for a transfer to a Related Entity, the Developer shall not sell its fee simple interest in any of the Redevelopment Project Area on which Project Improvements were anticipated to be built by Developer as set forth in the Redevelopment Project Cost until completion of such Project Improvements.

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 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 27** hereof, shall be incorporated into any deed or other instrument conveying an interest in real property, other than a lease agreement, within the Redevelopment 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. Notwithstanding the foregoing provisions of this **Section 28.D**, in lieu of the requirement that such restrictions be incorporated into any deed or other instrument conveying an interest in real property and in lieu of any other provisions of this Contract that require Developer to contractually obligate a purchaser or other successor owner to comply with certain restrictions in this Contract, Developer may instead record a declaration of restrictive covenants (the "Declaration of Restrictive Covenants") against all property in the Redevelopment Project Area now owned or in the future owned by Developer, binding upon its successors in ownership and requiring such successors to comply with such restrictions.

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 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 for retail and other permitted uses as

provided for in this Contract. Such notice shall be provided not less than sixty (60) days prior to the proposed effective date of the sale or other transfer in a manner as described in **Section 39** 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 28** hereof have been fulfilled.

29. Progress Reports.

A. At the first regularly-scheduled meeting of the Board of Aldermen following the first anniversary of the execution of this Contract, and upon the City's written request thereafter (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.

30. 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 Area.

31. Authorized Employees. Developer acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri. Developer therefore covenants and will provide an affidavit from any general contractor directly employed by Developer to construct Project Improvements

attesting that it is not knowingly in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work related to this Contract, and that its employees are lawfully eligible to work in the United States.

32. Assignment of Developer's Obligations.

A. Without limiting the rights of Developer or any third party under **Section 28**, 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 City, which consent will not be unreasonably withheld. Any proposed assignee shall have 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, such obligations to the extent that they relate to such portion of the Redevelopment Project Area.

B. Any proposed assignee shall, utilizing a form substantively and substantially similar to the form attached hereto as **Exhibit I** (the "**Assignment Agreement**"), expressly for the benefit of City, 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 assignment is of or relates to a portion of the Redevelopment Project Area, such obligations, conditions and restrictions to the extent that they specifically 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. Upon approval of the Assignment Agreement by City as set forth herein, Developer shall be released from such obligations accruing after the date of such assignment, and any default by any such assignee shall not affect Developer's rights under this Contract, including the right to have Reimbursable Project Costs paid for or reimbursed with reimbursement from TIF Revenue and CID Revenue generated within the Redevelopment Project Area.

C. Notwithstanding the provisions of this **Section 32**, for purposes of securing financing, Developer may, without the City's consent, assign or pledge to the party providing financing Developer's rights and/or obligations under this Contract, but Developer shall provide 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.

33. Reserved

34. Reserved

35. Reserved

36. 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, including but not limited to, any damages or penalties incurred by the City as a result of the failure of the Developer or its contractors to comply with applicable Legal Requirements related to the construction of the Project Improvements.

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. 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. With respect to liability that arises during the term of this Contract, the right to indemnification set forth in this Contract shall survive the termination of this Contract.

F. Any costs, fees, and expenses paid by Developer under this **Section 36** shall be Reimbursable Project Costs and shall not count against the maximum amount of Reimbursable Project Costs set forth in the Redevelopment Project Cost Budget; provided that, if the event or circumstances giving rise to the claim against the City is due to the failure of the Developer or its contractors to comply with applicable Legal Requirements related to the construction of the Project Improvements or otherwise caused by the Developer's gross negligence or intentional misconduct, no such costs, fees, and expenses paid by Developer under this **Section 36** shall be reimbursable.

37. 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 38** 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 non-defaulting 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 non-defaulting 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 by the party in default of its obligations (except that no party shall be enjoined to engage in any construction) 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 the Redevelopment Project are fully and

successfully implemented in a timely fashion, and the right to withhold issuance of a Certificate of Completion and Compliance.

B. If any action is instituted by either party hereunder, the non-prevailing party in such action shall pay any and all costs, fees and expenses, including attorneys' fees incurred by the prevailing party in enforcing this Contract.

C. 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.

D. 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.

E. 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.

F. 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 37.A.** herein, and City has provided notice of such default as required under **Section 37**. 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 37.F.** 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.

G. 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, except that this **Section 37.G**, shall not prevent the award of attorneys' fees under **Section 37.B** hereof in the event of a default by City under this Contract. Actions brought in equity or which otherwise do not seek to recover damages are not precluded by this Section, nor are actions brought against any officer, director, commissioner, member, employee, or agent of any of them for any acts or omissions, committed outside the course and scope of such individual's position with the City.

38. 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 pursuant to **Section 14.C** hereof 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.

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

Any notice to City shall be addressed to:

City of Grain Valley
Attn: Ryan Hunt, City Administrator
711 Main Street
Grain Valley, Missouri 64085

With a copy to:

Joe Lauber
Lauber Municipal Law, LLC
529 SE 2nd Street, Suite D
Lee's Summit, Missouri 64063

Any notice to Developer shall be addressed to:

STAR Acquisitions, Inc.
Attn: Mr. Tim Harris
244 W. Mill Street, #101
Liberty, Missouri 64068

With a copy to:

Polsinelli PC
Attn: Curt Petersen, Esq.
6201 College Boulevard, Suite 500
Overland Park, Kansas 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.

40. 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.

41. 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 TIF Bonds or Redevelopment Project Costs remain outstanding and unpaid, subject, however, to the provisions of **Section 37** hereof.

42. 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 Jackson County, Missouri. Such expense shall be a Reimbursable Project Cost over and above the maximum amount set out in the Redevelopment Project Cost Budget for Reimbursable Project Costs.

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

44. Covenant Running With the Land. The provisions of this Contract shall remain in effect for the duration of the Redevelopment Project 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).

45. Relocation Costs. Developer shall be responsible for any relocation activity or the costs thereof that may be required by law to be paid with respect to the Redevelopment Project 2 portion of the Redevelopment Plan. Developer shall provide the relocation services and benefits as provided for under the Redevelopment Plan.

46. City Administrative Costs and City Expenses.

A. In order to reimburse City for its reasonable administrative costs and expenses (including staff time and contracted services) in connection with the preparation, development and implementation of the Plan, Redevelopment Project, and this Contract ("City Administrative Costs"), the City and STAR Acquisitions, Inc. entered into a Funding Agreement dated August 1, 2015 (the "**Funding Agreement**"). Any of actual and reasonable City Administrative Costs that are provided for in this **Section 46** and which are not covered by the Funding Agreement shall be paid by Developer within sixty (60) days of having been billed for same and may be claimed by Developer as Reimbursable Project Costs. The Funding Agreement shall remain in full force and effect until the first TIF Revenue is deposited into the Special Allocation Fund. Immediately thereafter, the Funding Agreement shall terminate and any remaining balance of Developer funds held by the City thereunder shall be returned to the Developer.

B. Following the termination of the Funding Agreement, the City shall receive an administrative fee (the "City Administrative Fee") to cover costs of subsequent City Administrative Costs necessary to implement the TIF Plan and administer this Contract and deposits to and payments from the Special Allocation Fund. The City Administrative Fee shall be in the amount of one percent (1%) of funds deposited into the Special Allocation Fund, exclusive of those funds deposited into the CID Revenue Fund.

C. Following the termination of the Funding Agreement, actual additional documented third party professional service costs and other out-of-pocket expenses reasonably incurred by City ("City Expenses") that are found by City to be necessary for it in connection with the Plan or this Contract, including fees imposed by the State or County relating to the collection and disbursal of PILOTs, shall be reimbursed from the Special Allocation Fund. However, in no event shall City Expenses be paid or reimbursed in excess of five percent (5%) of the TIF Revenue paid into the Special Allocation Fund in any year.

D. Within thirty (30) days after utilizing funds from the Special Allocation Fund to pay or reimburse City Expenses, City shall provide written verification to

Developer of the amount and nature of such City Expenses. Upon the request of Developer, City shall allow Developer or its representatives an opportunity to review the accounts and records of City with regard to such City Expenses. In the event Developer disputes the reasonableness of any portion of such City Expenses, Developer may request, and the Board of Aldermen will hold, a hearing at which Developer may present evidence as to why the City's payment from TIF Revenue for such expenses should be reimbursed to the Special Allocation Fund.

E. In addition to the other costs and fees referred to in this **Section 46**, City has paid $100,000 ("City Original Formation Costs") to form, implement, and administer the redevelopment project for which the Original Developer was the developer of record. When funds are available in the Special Allocation Fund, City shall be reimbursed for the City Original Formation Costs.

47. 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.

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

49. 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.

50. 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 the City is required, such consent or approval may be granted by the City Administrator or his designee administratively and no action of the Board of Alderman shall be required. 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 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 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.

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

CITY:

THE CITY OF GRAIN VALLEY, MISSOURI, a municipal corporation

By: _____
Mike Todd, Mayor

ATTEST:

By: _____
Cheney Parrish, City Clerk

STATE OF _____)
)
COUNTY OF _____) ss.

On this ____ day of _____, 2016, before me personally appeared Mike Todd, to me known, who being by me duly sworn, did say that he is the Mayor of the City of Grain Valley, Missouri, a Missouri municipal corporation, that said corporation has no corporate seal, 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:
_____

DEVELOPER:

STAR ACQUISITIONS, INC.,
a Missouri corporation

By: _____

Print Name: _____

Title: _____

STATE OF _____)
)
COUNTY OF _____) ss.

On this ____ day of _____, 2016, before me personally appeared Tim Harris, 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 STAR Acquisitions, Inc., a Missouri corporation, and acknowledged said instrument to be his free act and deed and 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:

_____

EXHIBIT A

LEGAL DESCRIPTION AND MAP OF REDEVELOPMENT AREA

TOTAL TIF AREA DESCRIPTION
FOR: CITY OF GRAIN VALLEY,
JACKSON COUNTY, MISSOURI
SW1/4 SECTION 26 & NW1/4 SECTION 35,
ALL IN TOWNSHIP 49 NORTH, RANGE 30 WEST

REVISED – SEPTEMBER 10, 2010

TOTAL TIF AREA DESCRIPTION:

AN AREA OF LAND FOR **TAX INCREMENT FINANCING**, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26 AND THE NORTHWEST QUARTER OF SECTION 35, ALL IN TOWNSHIP 49 NORTH, RANGE 30 WEST, IN THE CITY OF GRAIN VALLEY, JACKSON COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM, NAD 1983, WEST ZONE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 26, T49N, R30W, BEING A FOUND ALUMINUM CAP AND IRON BAR, PER CERTIFIED LAND RECORD DOCUMENT NUMBER 600-49541; THENCE N01°26'34"E ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 786.82 FEET TO THE NORTHWEST CORNER OF LOT 2, "INTERSTATE DEVELOPMENT PARK" A SUBDIVISION IN SAID CITY, COUNTY AND STATE, ACCORDING TO THE RECORDED PLAT THEREOF, AND BEING THE **POINT OF BEGINNING**; THENCE CONTINUING N01°26'34"E ALONG SAID WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 26, A DISTANCE OF 363.11 FEET TO THE SOUTHWEST CORNER OF "WINGATE TOWNHOMES P.U.D." A SUBDIVISION IN SAID CITY, COUNTY AND STATE, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE S86°53'55"E ALONG THE SOUTH LINE OF SAID "WINGATE TOWNHOMES P.U.D.", A DISTANCE OF 955.23 FEET TO THE SOUTHEAST CORNER OF SAID "WINGATE TOWNHOMES P.U.D."; THENCE N01°41'59"E ALONG THE EAST LINE OF SAID "WINGATE TOWNHOMES P.U.D." AND ALONG THE NORTHERLY PROLONGATION THEREOF, A DISTANCE OF 507.95 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF WOODBURY DRIVE, AS NOW ESTABLISHED; THENCE S88°21'14"E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 331.29 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF MISSOURI STATE ROUTE BB, AS NOW ESTABLISHED; THENCE S01°22'31"W ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 319.47 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 26; THENCE S87°46'34"E ALONG SAID NORTH LINE AND ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 703.90 FEET; THENCE N01°19'04"E ALONG THE SOUTHERLY LINE OF LOT 15, "THE BREEZEWAY EXCLUSIVE BUSINESS PARK" A SUBDIVISION IN SAID CITY, COUNTY AND STATE, ACCORDING TO THE RECORDED PLAT THEREOF, A DISTANCE OF 4.60 FEET; THENCE S87°46'35"E ALONG THE SOUTH LINE OF LOTS 15 AND 14, SAID "THE BREEZEWAY EXCLUSIVE BUSINESS PARK", A DISTANCE OF 156.62 FEET; THENCE N01°44'06"E ALONG THE SOUTHERLY LINE OF SAID LOT 14, A DISTANCE OF 31.54 FEET; THENCE S87°43'32"E ALONG THE SOUTH LINE OF LOTS 14, 13 AND 12, SAID "THE BREEZEWAY EXCLUSIVE BUSINESS PARK", A DISTANCE OF 164.25 FEET; THENCE S01°35'07"W ALONG THE SOUTHERLY LINE OF SAID LOT 12, A DISTANCE OF 35.99 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26; THENCE S87°46'34"E ALONG THE SOUTH LINE OF LOTS 12 AND 11, SAID "THE BREEZEWAY EXCLUSIVE BUSINESS PARK" AND BEING ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 344.06 FEET TO THE SOUTHEAST CORNER OF SAID LOT 11, ALSO BEING THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26; THENCE S01°18'26"W ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 378.85 FEET; THENCE N87°46'34"W ALONG A LINE THAT IS PARALLEL WITH AND 378.80 FEET SOUTH OF SAID NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 345.90 FEET; THENCE S01°35'07"W, A DISTANCE OF 832.50 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF U.S. INTERSTATE I-70, AS NOW ESTABLISHED; THENCE N81°26'03"W ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 37.38 FEET; THENCE N69°12'33"W

CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 137.94 FEET; THENCE S01°44'06"W, A DISTANCE OF 811.47 FEET TO A POINT ON THE SOUTH LINE OF LOT 3, "MINTER VIEW" A SUBDIVISION IN SAID CITY, COUNTY AND STATE, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE N88°05'05"W ALONG THE SOUTH LINE OF LOTS 3 AND 4, SAID "MINTER VIEW" AND ALONG THE SOUTH LINE OF LOTS 6, 5, 4, 3 AND 2, "HOEHN ADDITION" A SUBDIVISION IN SAID CITY, COUNTY AND STATE, ACCORDING TO THE RECORDED PLAT THEREOF, A DISTANCE OF 646.42 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2, "HOEHN ADDITION"; THENCE N01°42'54"E ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 135.00 FEET; THENCE N88°05'05"W, A DISTANCE OF 200.17 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF MAIN STREET, AS NOW ESTABLISHED; THENCE S01°40'36"W ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 463.46 FEET; THENCE N88°05'03"W, A DISTANCE OF 303.85 FEET TO A POINT ON THE EAST LINE OF LOT 15, "MINTER ADDITION" A SUBDIVISION IN SAID CITY, COUNTY AND STATE, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE N01°40'36"E ALONG THE EAST LINE OF SAID LOT 15, A DISTANCE OF 3.95 FEET TO THE NORTHEAST CORNER OF SAID LOT 15; THENCE N88°05'03"W ALONG THE NORTH LINE OF SAID LOT 15, A DISTANCE OF 215.15 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF MINTER AVENUE, AS NOW ESTABLISHED; THENCE N01°40'36"E ALONG THE SOUTHERLY PROLONGATION OF THE EAST LINE OF LOT 10, SAID "MINTER ADDITION AND ALONG THE EAST LINE OF LOTS 10, 9, 8 AND 7, SAID "MINTER ADDITION", A DISTANCE OF 324.50 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 35, T49N, R30W; THENCE N88°05'03"W ALONG SAID NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, A DISTANCE OF 775.49 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35; THENCE N01°36'03"E ALONG SAID WEST LINE, A DISTANCE OF 233.64 FEET TO THE SOUTHWEST CORNER OF LOT 1, "OOIDA COMPLEX, LOT 1" A SUBDIVISION IN SAID CITY, COUNTY AND STATE, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 1 AND ALONG THE NORTHEASTERLY PROLONGATION OF SAID SOUTHERLY LINE AND ALL BEING ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF N70°55'43"E, A CENTARL ANGLE OF 12°40'59" AND A RADIUS OF 4316.28 FEET, FOR AN ARC DISTANCE OF 955.46 FEET TO A POINT ON THE SOUTHERLY PROLONGATION OF THE EAST LINE OF LOT 8A, "REPLAT OF LOT 1, INTERSTATE DEVELOPMENT PARK" A SUBDIVISION IN SAID CITY, COUNTY AND STATE, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE N02°06'21"E ALONG THE SOUTHERLY PROLONGATION OF SAID EAST LINE AND ALONG SAID EAST LINE OF LOT 8A, A DISTANCE OF 789.05 FEET TO THE NORTHEAST CORNER OF SAID LOT 8A; THENCE N86°54'31"W ALONG THE NORTH LINE OF SAID LOT 8A, A DISTANCE OF 118.85 FEET TO A POINT ON THE EAST LINE OF LOT 7, SAID "REPLAT OF LOT 1, INTERSTATE DEVELOPMENT PARK"; THENCE N01°42'16"E ALONG SAID EAST LINE OF LOT 7, A DISTANCE OF 163.09 FEET TO THE NORTHEAST CORNER OF SAID LOT 7; THENCE N86°54'47"W ALONG THE NORTH LINE OF LOTS 7 AND 4, SAID "REPLAT OF LOT 1, INTERSTATE DEVELOPMENT PARK" AND ALONG THE NORTH LINE OF LOT 2, "INTERSTATE DEVELOPMENT PARK" A SUBDIVISION IN SAID CITY, COUNTY AND STATE, ACCORDING TO THE RECORDED PLAT THEREOF, A DISTANCE OF 814.72 FEET TO THE **POINT OF BEGINNING.**

THE DESIGNATED **TOTAL TIF** AREA DESCRIBED ABOVE CONTAINS 3,685,470 SQUARE FEET OR 84.6067 ACRES, MORE OR LESS.

FOR: CITY OF GRAIN VALLEY
ATTN: KEN MURPHY
CITY PLANNER
GRAIN VALLEY, MISSOURI 64029

BY:_____
ROLAND B. MCBRIDE, MO. PLS #2486
TRANSYSTEMS CORP., MO. LC #318
2400 PERSHING ROAD, SUITE 400
KANSAS CITY, MISSOURI 64108

Exhibit A-2

AND

Lots 1, 15, 16, 17 and 18, The Breezeway Executive Business Park, a subdivision in Grain Valley, Jackson County, Missouri, according to the recorded plat thereof, as well as that portion of land thereon platted as right-of-way for Breezeway Drive.

MAP OF REDEVELOPMENT AREA

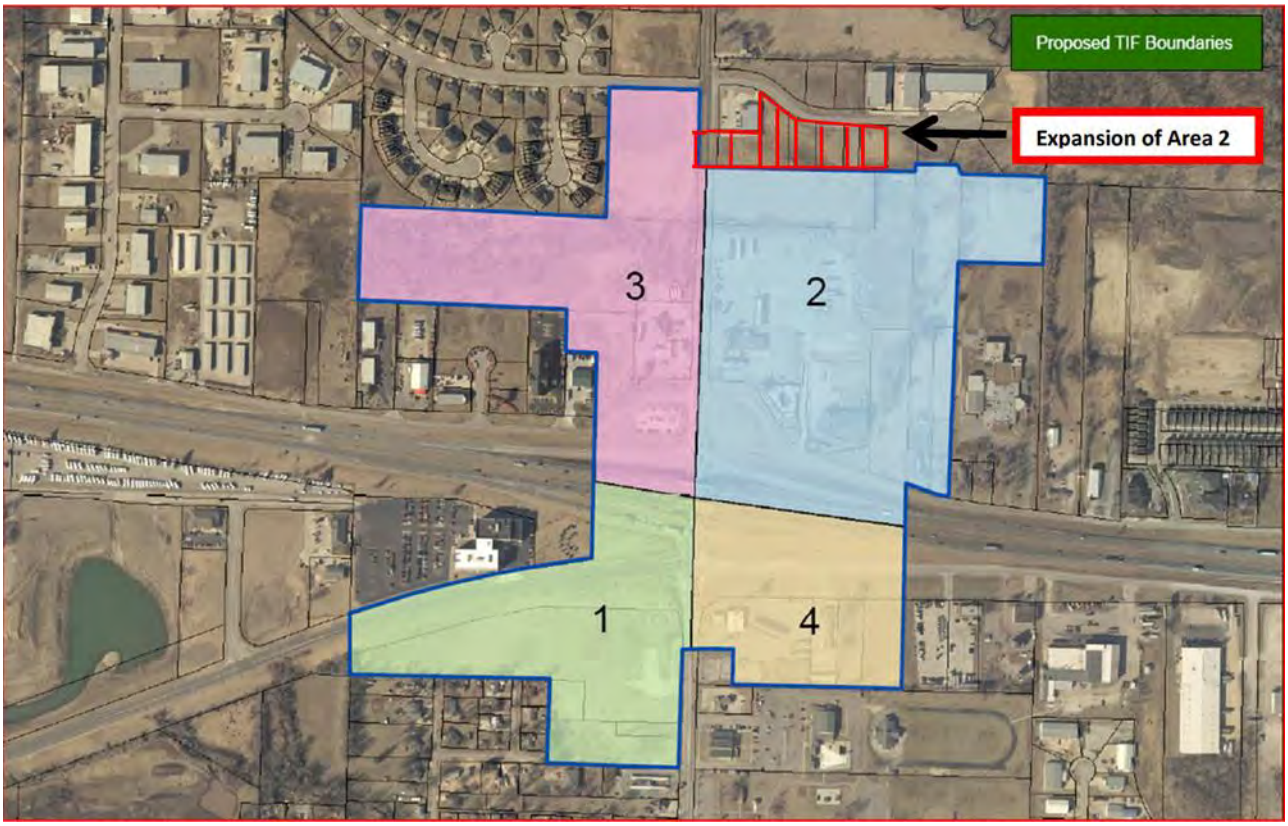


Exhibit A-4

EXHIBIT B

LEGAL DESCRIPTION AND SITE PLAN MAP OF REDEVELOPMENT PROJECT AREA 2

TIF-#2NE AREA DESCRIPTION
FOR: CITY OF GRAIN VALLEY,
JACKSON COUNTY, MISSOURI
SW1/4 SECTION 26 & NW1/4 SECTION 35,
ALL IN TOWNSHIP 49 NORTH, RANGE 30 WEST

REVISED – SEPTEMBER 10, 2010
TIF-#2NE AREA DESCRIPTION:

AN AREA OF LAND FOR TAX INCREMENT FINANCING, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26 AND THE NORTHWEST QUARTER OF SECTION 35, ALL IN TOWNSHIP 49 NORTH, RANGE 30 WEST, IN THE CITY OF GRAIN VALLEY, JACKSON COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM, NAD 1983, WEST ZONE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 26, T49N, R30W, BEING A FOUND ALUMINUM CAP AND IRON BAR, PER CERTIFIED LAND RECORD DOCUMENT NUMBER 600-49541; THENCE N89°02'55"E, A DISTANCE OF 1331.40 FEET TO THE POINT OF INTERSECTION OF THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 26 AND THE CENTERLINE OF U.S. INTERSTATE I-70, AS NOW ESTABLISHED, AND BEING THE **POINT OF BEGINNING**; THENCE N01°22'31"E ALONG SAID EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, A DISTANCE OF 1253.42 FEET TO THE NORTHWEST CORNER OF SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 26; THENCE S87°46'34"E ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, A DISTANCE OF 663.90 FEET; THENCE N01°19'04"E ALONG THE SOUTHERLY LINE OF LOT 15, "THE BREEZEWAY EXCLUSIVE BUSINESS PARK" A SUBDIVISION IN SAID CITY, COUNTY AND STATE, ACCORDING TO THE RECORDED PLAT THEREOF, A DISTANCE OF 4.60 FEET; THENCE S87°46'35"E ALONG THE SOUTH LINE OF LOTS 15 AND 14, SAID "THE BREEZEWAY EXCLUSIVE BUSINESS PARK", A DISTANCE OF 156.62 FEET; THENCE N01°44'06"E ALONG THE SOUTHERLY LINE OF SAID LOT 14, A DISTANCE OF 31.54 FEET; THENCE S87°43'32"E ALONG THE SOUTH LINE OF LOTS 14, 13 AND 12, SAID "THE BREEZEWAY EXCLUSIVE BUSINESS PARK", A DISTANCE OF 164.25 FEET; THENCE S01°35'07"W ALONG THE SOUTHERLY LINE OF SAID LOT 12, A DISTANCE OF 35.99 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26; THENCE S87°46'34"E ALONG THE SOUTH LINE OF LOTS 12 AND 11, SAID "THE BREEZEWAY EXCLUSIVE BUSINESS PARK" AND BEING ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 344.06 FEET TO THE SOUTHEAST CORNER OF SAID LOT 11, ALSO BEING THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26; THENCE S01°18'26"W ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 378.85 FEET; THENCE N87°46'34"W ALONG A LINE THAT IS PARALLEL WITH AND 378.80 FEET SOUTH OF SAID NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 345.90 FEET; THENCE S01°35'07"W, A DISTANCE OF 832.50 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID U.S. INTERSTATE I-70; THENCE N81°26'03"W ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 37.38 FEET; THENCE N69°12'33"W CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 137.94 FEET; THENCE

S01°44'06"W, A DISTANCE OF 180.49 FEET TO A POINT ON THE CENTERLINE OF SAID U.S. INTERSTATE I-70; THENCE N81°26'03"W ALONG SAID CENTERLINE OF U.S. INTERSTATE I-70, A DISTANCE OF 818.40 FEET TO THE **POINT OF BEGINNING.**
THE DESIGNATED **TIF-#2NE** AREA DESCRIBED ABOVE CONTAINS 1,394,926 SQUARE FEET OR 32.0231 ACRES, MORE OR LESS.

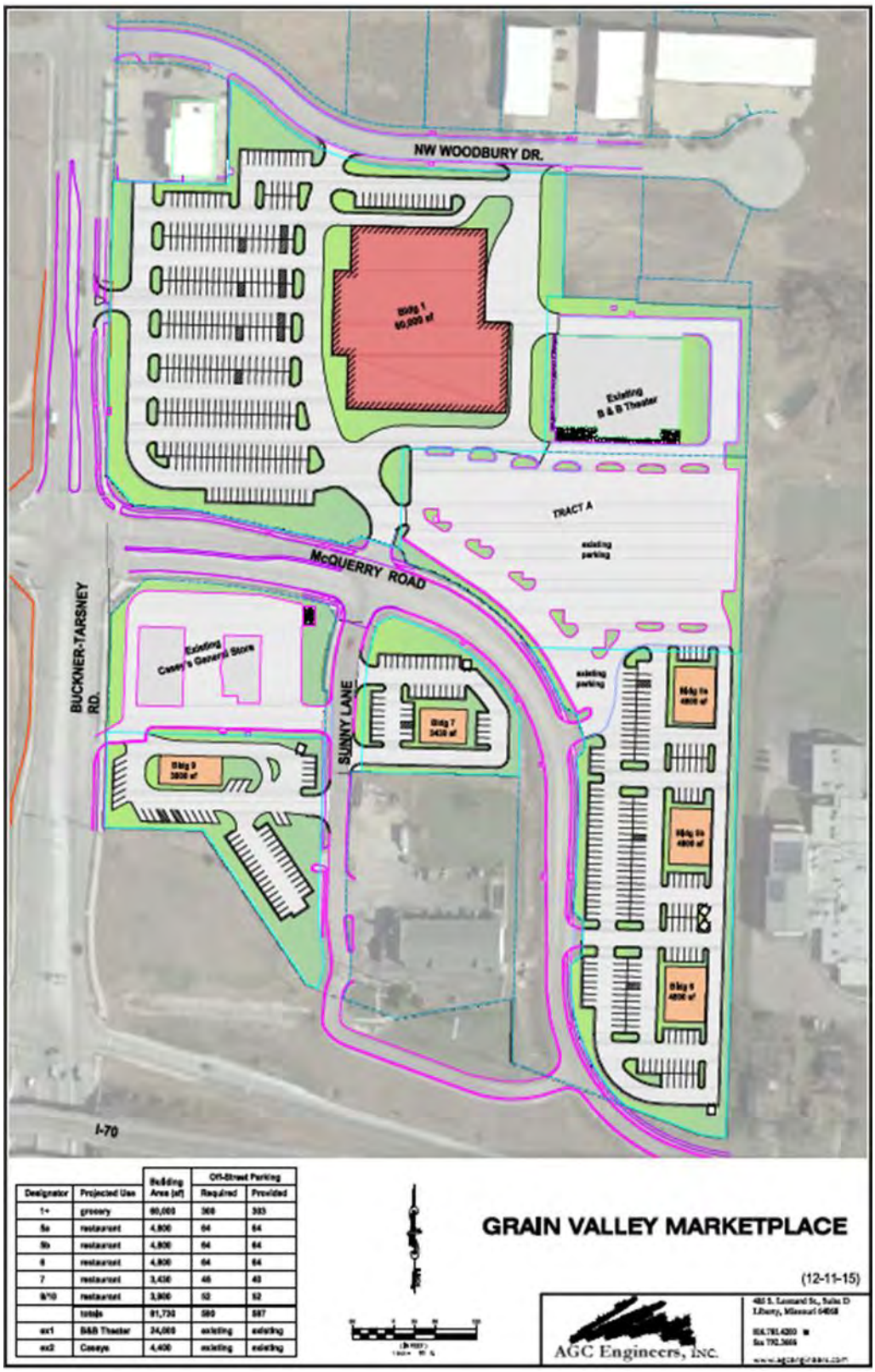
FOR: CITY OF GRAIN VALLEY
ATTN: KEN MURPHY
CITY PLANNER
GRAIN VALLEY, MISSOURI 64029

BY:_____
ROLAND E. MCBRIDE, MO. PLS #2486
TRANSYSTEMS CORP., MO. LC #318
2400 PERSHING ROAD, SUITE 400
KANSAS CITY, MISSOURI 64108

AND

Lots 1, 15, 16, 17 and 18, The Breezeway Executive Business Park, a subdivision in Grain Valley, Jackson County, Missouri, according to the recorded plat thereof, as well as that portion of land thereon platted as right-of-way for Breezeway Drive.

Site Plan Map of Redevelopment Project Area 2



Designator	Projected Use	Building Area (sf)	Off-Street Parking	
			Required	Provided
1+	grocery	80,000	300	303
5a	restaurant	4,800	64	64
5b	restaurant	4,800	64	64
6	restaurant	4,800	64	64
7	restaurant	3,430	46	43
9/10	restaurant	3,900	52	52
	totals	91,730	590	587
ex1	B&B Theater	24,000	existing	existing
ex2	Caseys	4,400	existing	existing

Exhibit B-3

EXHIBIT C

REDEVELOPMENT SCHEDULE

A portion of Redevelopment Project 2 has already been completed and includes: the movie theater and convenience store, as well as the public improvements servicing such development. Commencement of construction of the remainder of Redevelopment Project 2, which includes: grocery store and approximately 21,000 square feet of retail and/or restaurant facilities, and infrastructure improvements servicing such development within Redevelopment Project Area 2, is expected to commence in 2016 and is expected to be completed in approximately 2019.

EXHIBIT D-1

REDEVELOPMENT PROJECT COST BUDGET

Project Cost	Total	Projected TIF Reimbursed Costs	Developer Private Costs	Third Party Private Costs
Land Acquisition	**$2,680,000**	**$2,000,000**	**$680,000**	
Building Shell Costs	**$11,110,000**	**$1,730,000**	**$3,880,000**	**$5,500,000**
Site Construction Costs				
Unclassified Excavation	$360,000			
Embankment	$970,000			
Type 5 Base	$162,800			
Asphalt Pavement	$1,095,756			
Heavy Duty Pavement	$351,450			
Curb and Gutter	$245,408			
Storm Pipe	$145,400			
Existing Storm Removals	$11,000			
Roof Drains	$18,400			
Storm Manholes	$34,700			
Parking Lot Storm Inlets (CI)	$26,400			
Parking Lot Storm Inlets (AI)	$33,900			
Water Service Line	$2,796			
Water Service Bore	$725			
Water Main	$29,200			
Water Meter Vault	$3,850			
Fire Hydrant Assembly	$16,000			
Sanitary Service Line	$2,370			
Sampling Manhole	$3,300			
Grease Interceptor	$23,400			
Sidewalk ROW	$6,720			
Sidewalk	$81,336			
Retaining Walls	$92,800			
Underground Detention Breezeway	$70,400			

Detention Control Structures	$7,700			
Erosion Control Temporary	$78,700			
Seeding, Sodding	$9,120			
Parking Lot Pavement Marking	$35,000			
Landscaping and Irrigation	$178,000			
Parking Lot Lighting	$181,500			
Power Line Relocation	$396,000			
Dumpster Enclosures	$60,750			
Interior Signage (Stop and ADA)	$9,485			
SUBTOTALS	$4,744,366	$1,250,000	$1,328,197	$2,166,169

Furniture, Fixtures & Equipment	$1,800,000	$0	$1,800,000	$0

Hard Cost Contingency	$792,718	$0	$409,410	$383,308

Soft Costs				
Mobilization	$317,087	$0	$158,544	$158,544
Permits	$792,718	$0	$396,359	$396,359
Construction Staking	$100,000		$50,000	$50,000
Engineering Design	$792,718		$396,359	$396,359
Geo Tech	$317,087	$0	$158,544	$158,544
Commissions	$500,000		$400,000	$100,000
Legal & Accounting	$200,000		$100,000	$100,000
Architecture	$792,718		$396,359	$396,359
Soft Cost Contingency	$190,616	$0	$95,308	$95,308
SUBTOTALS	$4,002,946	$0	$2,151,473	$1,851,473

TOTAL PROJECT COSTS	$25,130,030	$4,980,000	$10,249,079	$9,900,950
		Projected TIF Reimbursed Costs	Developer Private Costs	Third Party Private Costs

Exhibit D-1-2

TOTAL PROJECT COSTS W/ DEVELOPER'S SHARE OF NID COSTS	$26,930,030	$6,780,000	$10,249,079	$9,900,950
		Projected TIF Reimbursed Costs*	Developer Private Costs	Third Party Private Costs

EXHIBIT D-2

RESERVED

Exhibit D-3

NID Improvements

USES				
Description	Total Costs		NID	
Site Grading-Cut	$	216,400	$	-
Site Grading-Fill	$	308,100	$	-
Off-Site Borrow Material (School Tract)	$	167,700	$	-
Mass Grading Mobilization	$	54,000	$	-
Clearing & Disposal	$	50,000	$	-
Erosion Control/Seeding	$	111,800	$	27,545
Strip & Replace Top Soil	$	68,000	$	5,583
Fine Grading	$	75,000	$	2,468
Detention Basin (Sht. 3)	$	135,000		
Storm Sewer-Public (Sht. 2)	$	438,700	$	438,700
San. Sewer-Public (Sht. 2)	$	79,900	$	79,900
Water Lines-Public (Sht. 3)	$	161,300	$	161,300
Private Electrical (U/G) (Sht. 3)	$	244,800	$	-
MSE Retaining Wall	$	-		
Public Parking Lots & Drives (Sht. 2)	$	658,800	$	110,000
Private Storm Sewer (Sht. 4)	$	140,200	$	-
MODOT Grading	$	500,000	$	500,000
MODOT Concrete/Asphalt	$	1,000,000	$	1,000,000
Utility Relocate	$	120,000		
Permit/Engineering/Mitigation	$	365,900	$	245,915
Survey	$	50,000	$	14,180
Contractor's Fee	$	300,000	$	142,755
Tank Removal/Demolition	$	310,000		
Administrative/Legal	$	165,500	$	89,600
Enhanced Lighting	$	225,000	$	-
Landscaping	$	147,799	$	-
Street/Sidewalk Enhancements	$	85,000	$	40,000
Developer Fees	$	210,000	$	-
Land Cost	$	3,074,030	$	-
Vertical Const. (Larino)	$	7,337,696	$	-
Vertical Const. (Others)	$	9,000,000	$	-
City Reimbursable Costs (TIF)	$	75,000	$	-
Totals	$	25,875,625	$	2,857,946

EXHIBIT E

Reserved

EXHIBIT F

Form of Affidavit of Work Authorization

CITY OF GRAIN VALLEY, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530, RSMo
(FOR ALL CONTRACTS IN EXCESS OF $5,000.00)

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE: Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge, (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared _____, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is _____ and I am currently the _____ of _____ (hereinafter "Contractor"), whose business address is _____, and I am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Grain Valley, Missouri:

_____.

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.

_____
AFFIANT SIGNATURE

_____
AFFIANT PRINTED NAME

Subscribed and sworn to before me this _____ day of _____,20___.

My Commission Expires: _____
Notary Public

_____ _____
(Printed Name)

PLEASE NOTE:
Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

1. A valid, completed copy of the first page identifying the Contractor; and
2. A valid copy of the signature page completed and signed by the Contractor, and the Department of Homeland Security - Verification Division.

EXHIBIT G

City of Grain Valley – Grain Valley Marketplace Cinema Co., LLC – Lease Amendment Area

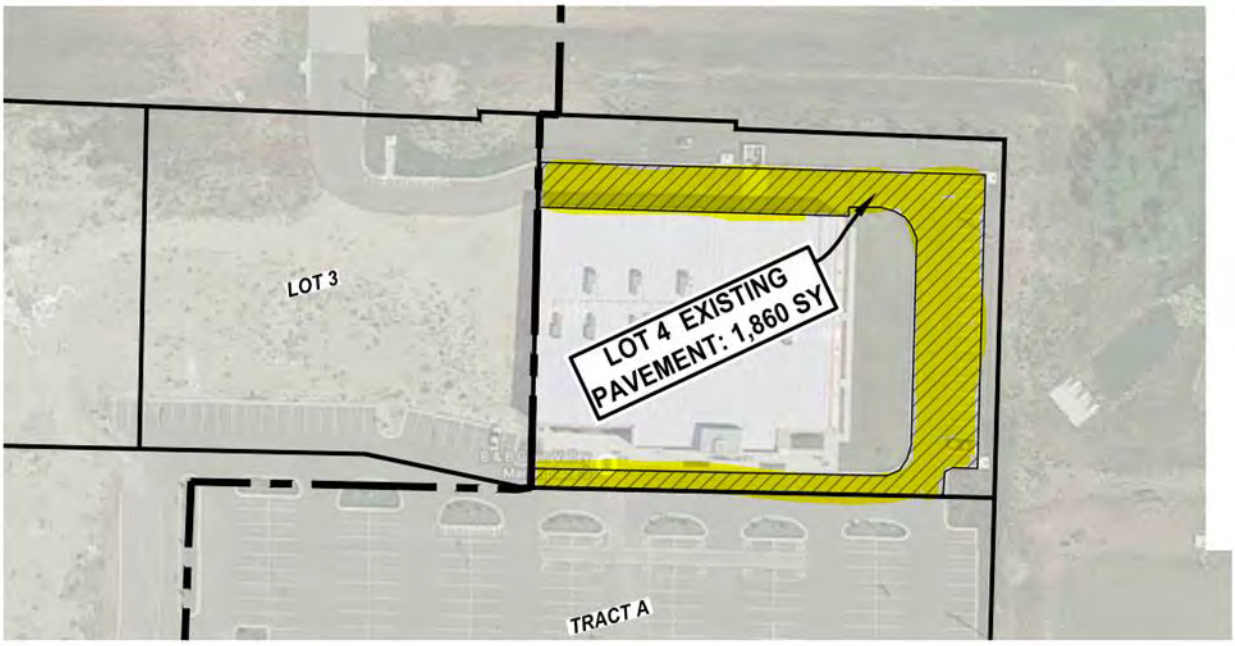


EXHIBIT H

Parking Lot South of Tract A

EXHIBIT I

Form of Assignment and Assumption

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LAUBER MUNICIPAL LAW, LLC

Serving those who serve the public

Memo

To: Mayor and Board of Aldermen
Ryan Hunt, City Administrator

From: Joe Lauber, City Special Economic Development Legal Counsel

Date: May 4, 2016

Re: Outline of Key Points of the TIF Contract for the Second Amendment to the Grain Valley Marketplace TIF Plan (Project Area 2)

The purpose of this memorandum is to provide a summary of the key terms and conditions included in the proposed TIF Contract between the City and the Developer of the Second Amendment to the Grain Valley Marketplace TIF Plan for Redevelopment Project Area 2. This summary is provided in outline form and highlights the key provisions of the Contract that will provide for the implementation of the TIF Plan by the Developer.

Definitions

- Sections 1-4 of the TIF Contract set forth the rules of interpretation and the major definitions that will apply throughout the TIF Contract; and also identify the TIF Redevelopment Area as a whole and the Project 2 redevelopment area.

Project Improvements

- Section 5 addresses the Project Improvements. The Project Improvements identified in the TIF Contract include everything necessary to complete the retail project as proposed in the TIF Plan and open it for business. The Project Improvements consist of certain site and building construction costs as set forth in Exhibit D of the TIF Contract.

- Exhibit D of the TIF Contract is copied below:

Project Cost	Total	Projected TIF Reimbursed Costs	Developer Private Costs	Third Party Private Costs
Land Acquisition	$2,680,000	$2,000,000	$680,000	
Building Shell Costs	$11,110,000	$1,730,000	$3,880,000	$5,500,000
Site Construction Costs				
Unclassified Excavation	$360,000			
Embankment	$970,000			
Type 5 Base	$162,800			
Asphalt Pavement	$1,095,756			
Heavy Duty Pavement	$351,450			
Curb and Gutter	$245,408			
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Storm Manholes	$34,700			
Parking Lot Storm Inlets (CI)	$26,400			
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Water Service Line	$2,796			
Water Service Bore	$725			
Water Main	$29,200			
Water Meter Vault	$3,850			
Fire Hydrant Assembly	$16,000			
Sanitary Service Line	$2,370			
Sampling Manhole	$3,300			
Grease Interceptor	$23,400			
Sidewalk ROW	$6,720			
Sidewalk	$81,336			
Retaining Walls	$92,800			
Underground Detention Breezeway	$70,400			
Detention Control Structures	$7,700			
Erosion Control Temporary	$78,700			
Seeding, Sodding	$9,120			
Parking Lot Pavement Marking	$35,000			

Project Cost	Total	Projected TIF Reimbursed Costs	Developer Private Costs	Third Party Private Costs
Landscaping and Irrigation	$178,000			
Parking Lot Lighting	$181,500			
Power Line Relocation	$396,000			
Dumpster Enclosures	$60,750			
Interior Signage (Stop and ADA)	$9,485			
SUBTOTALS	$4,744,366	$1,250,000	$1,328,197	$2,166,169
Furniture, Fixtures & Equipment	$1,800,000	$0	$1,800,000	$0
Hard Cost Contingency	$792,718	$0	$409,410	$383,308
Soft Costs				
Mobilization	$317,087	$0	$158,544	$158,544
Permits	$792,718	$0	$396,359	$396,359
Construction Staking	$100,000		$50,000	$50,000
Engineering Design	$792,718		$396,359	$396,359
Geo Tech	$317,087	$0	$158,544	$158,544
Commissions	$500,000		$400,000	$100,000
Legal & Accounting	$200,000		$100,000	$100,000
Architecture	$792,718		$396,359	$396,359
Soft Cost Contingency	$190,616	$0	$95,308	$95,308
SUBTOTALS	$4,002,946	$0	$2,151,473	$1,851,473
TOTAL PROJECT COSTS	$25,130,030	$4,980,000	$10,249,079	$9,900,950
		Projected TIF Reimbursed Costs	Developer Private Costs	Third Party Private Costs
TOTAL PROJECT COSTS W/ DEVELOPER'S SHARE OF NID COSTS	$26,930,030	$6,780,000	$10,249,079	$9,900,950
		Projected TIF Reimbursed Costs*	Developer Private Costs	Third Party Private Costs

Redevelopment Schedule

- Section 6 of the TIF Contract establishes the expected schedule for Project 2. This schedule is included as Exhibit C to the TIF Contract, but is reproduced here for your convenience.

  A portion of Redevelopment Project 2 has already been completed and includes: the movie theater and convenience store, as well as the public improvements servicing such development. Commencement of construction of the remainder of Redevelopment Project 2, which includes: grocery store and approximately 21,000 square feet of retail and/or restaurant facilities, and infrastructure improvements servicing such development within Redevelopment Project Area 2, is expected to commence in 2016 and is expected to be completed in approximately 2019.

- If the Developer does not complete its projects on time, the Board of Aldermen are authorized to order the Developer to appear before them at a hearing to show cause why the TIF Contract and TIF Plan should not be terminated.

Design and Construction of Project Improvements

- Section 9 addresses design and construction of the Project 2 improvements.

- Project Improvements

  - Developer must seek City approval on Preliminary Plats and Site Plans.

  - Developer must construct the estimated square footage proposed in the TIF Plan approval process on the first floor of the buildings constructed, but Developer is encouraged to incorporate uses on the second floor of buildings wherever feasible.

Control and Completion of Project Improvements

- Sections 10 and 11 address control of the redevelopment projects and provide a process for determining when the Developer has completed its obligations under the TIF Contract.

- Control

  - Developer needs to dedicate all necessary utility easements or right-of-way not otherwise dedicated to MoDOT or the CID to the City at no charge.

  - Grain Valley Marketplace Cinema Company, LLC has entered into long-term ground lease with the City, regarding the CID-eligible portion of the Project Improvements (Public Parking Lots and Drives). The lease confers to the City the right to operate, maintain and control the CID-eligible portion of the Project Improvements for the term of the lease (30 years)

- The Developer is required (and must contractually obligate his tenants) to maintain the Project Improvements in the same manner as similar commercial developments and must keep the development in good condition.

- Certificate of Completion and Compliance

  - Section 11 provides that once the Developer completes all of the Project Improvements, he may request the City to issue a Certificate of Completion and Compliance. This certificate indicates that the Developer has satisfied his obligation for construction of the Project Improvements in accordance with the TIF Contract and has otherwise materially complied with all other provisions of the TIF Contract. These "final" certificates will be recorded with the Jackson County Recorder of Deeds for each parcel affected.

Project Financing

- Section 12 is one of the most important sections of the TIF Contract as it sets forth the requirements for financing the project. This section also addresses the use of the Developer's private funds and the use of CID and NID revenues for the development.

- The Developer will use private funds to construct the Project Improvements. These private funds will be primarily in the form of debt incurred by the Developer or third parties (tenants), but also may include equity investment by the Developer.

- Upon completion of the Project Improvements, the Developer expects to be reimbursed for all of its eligible TIF Reimbursable Project Costs reimbursed on a pay-as-you-go basis.

- As an alternative, the Developer may elect to have all or a portion of its Reimbursable Project Costs reimbursed by the proceeds of Additional TIF Bonds (see below).

- Additional TIF Bonds (Section 12.C)

  - If the Developer elects bond financing, the City has the sole discretion to issue Additional TIF Bonds which could be sized solely on the strength of the shopping center. The City determines whether the amount, terms, and interest rate of the TIF Bonds are acceptable in accordance with market conditions at the time of issuance. There would be no City backing of these bonds.

- CID Financing (Section 12.D)

  - The CID was established on September 27, 2010 when the TIF was approved. The CID is currently imposing a 1% sales tax.

  - The City and Developer have taken action to: 1) amend the CID Petition to include payment of costs associated with the Grain Valley Marketplace NID, including payment or reimbursement of NID special assessments and/or debt service on NID Bonds; and 2) annex additional property north of the existing boundary of the CID in order to collect

sales tax generated by the proposed grocery store. On March 28, 2016 the Board of Aldermen approved the Amended Petition and the Petition to Add Property.

- The City, the Developer and the CID must enter into an amendment to the CID Cooperative Agreement within 90 days that allows the City to approve budgets, receive CID sales tax revenues, and administer the CID. The Cooperative Agreement must also cause the CID Board to pledge the non-captured CID revenues to pay down debt service on the Outstanding TIF Bonds. Once the Outstanding TIF Bonds are paid for, the Non-Captured CID revenues will be used to pay/reimburse NID Costs.

- City-Cinema Lease – the City and Grain Valley Marketplace Cinema Company, LLC will enter into a Lease Amendment exchanging that portion of Tract A located south of the proposed grocery store for the driveways and parking areas located north and east of the existing theater (see Exhibit G to the Contract). Upon acquisition of the development site, Developer will enter into an additional lease for a portion of the parking lot south of existing Tract A (Exhibit H).

- CID is no longer expected to outlast the term of the TIF.

- NID Financing (Section 12.E)

  - NID Improvements are subject to short-term financing through the City's Taxable Neighborhood Improvement District Limited General Obligation Refunding Temporary Notes, Series 2015 ("NID Notes"), which will mature on December 1, 2016.

  - Prior to or at maturity of the NID Notes, City will issue taxable NID bonds ("NID Bonds"). The taxable NID Bonds will be paid from special assessments that will first be levied in November 2017.

  - Developer's portion of the special assessment is expected to be approximately $1,800,000.00. Developer shall pay its annual NID special assessments and be reimbursed from TIF and CID revenue on a pay-as-you-go basis or by TIF Bonds.

<u>Conditions Precedent to Developer's and City's Duties</u>

- Sections 13 and 14 address conditions that must be satisfied prior to the Developer or the City having to do the things that are required of either of them under the TIF Contract.

  - Conditions Precedent to Developer's Duties (Section 13)

    - Acquisition by Developer of all real property within the TIF Redevelopment Area with the exception of the hotel parcel, any existing right-of-way, and those portions of the Redevelopment Area owned by the School District, Grain Valley Marketplace Cinema Co., LLC, JPNS Corporation, and Casey's Marketing Company.

    - Execution of the amendment to the CID Cooperative Agreement

- Conditions Precedent to City's Duties (Section 14)
    - Same as above, except the condition related to the financing commitments is a requirement that the Developer provide evidence of those commitments to the City for approval.

PILOTs, EATs, and the Special Allocation Fund

- Sections 15-18 address statutorily required provisions related to the measurement, collection, and disbursement of PILOTs and EATs.

- Developer and its successors and assigns in ownership of the property in the Redevelopment Area shall waive their right to object, for the purpose of reducing the County Assessor's appraised value, to the appraisal of their respective parcels of real property while tax increment financing is in effect in the Redevelopment Project Area, subject to the following:
    - the owner of the full service grocery store shall have the right to object to the appraised value of the grocery store, but such objection shall only apply to the amount by which such appraised value exceeds $5,200,000; and
    - the owner of any other building shall have the right to object to the appraised value of such building, but such objection shall only apply to the amount by which such appraised value exceeds $225 per square foot of leasable floor area in such building.
    - The dollar amounts set forth in (1) and (2) above are 2016 values and shall be increased every two (2) years thereafter by two percent (2%).

- These sections also include provisions regarding the City's establishment and maintenance of the special allocation fund and how money collected into that fund will be disbursed to pay for Reimbursable Project Costs, or debt service on TIF Bonds, as appropriate.

- Revenue will be disbursed in the following order:
    - Payment of City Administrative Fee, City Expenses and City Original Formation Costs
    - Emergency Services
    - Payment of Debt Service on Outstanding TIF Bonds
    - Payment of Debt Service on Additional TIF Bonds
    - Payment of Reimbursable Project Costs not previously reimbursed by TIF Bonds

Certification of Reimbursable Project Costs

- Section 19 addresses the procedure by which the Developer will submit requests for certification that project costs incurred are eligible for reimbursement in accordance with the TIF Plan and the TIF Contract.

- This process will be administered by City Staff.

- Payment of interest expenses is covering in subsection C of this section.

Use of Bond Proceeds to Pay Project Costs

- Section 21 addresses how the proceeds from the sale of bonds will be applied to reimbursable project costs that were certified under the process provided in Section 19.

Tenant Approvals and Prohibitions

- Section 26 addresses the types of businesses that may be located within the development. While the Developer has complete control over the leasing and sales within the development, the City prohibits certain types of business and is retaining the right to review and approve certain tenants for the development.
    - The City must first approve any relocation of businesses that already exist within the City, unless the business intends to operate its existing business for more than one year after opening a new location within the new development. Liquidated damages apply for violations of this term—the Developer would have to pay the City two (2) times the amount of all retail sales tax revenue the relocated business would have produced at its prior location.
    - The City must first approve any surplus stores, second hand stores, thrift shops, or flea markets.
    - The City must first approve any additional (one is allowed) gasoline stations and/or convenience stores within the development.
    - The City must first approve any auto repair businesses, oil change businesses, or other businesses that include a garage door as a primary feature of its facility; however, such approval shall not apply to Discount Tire, Tires Plus or National Tire and Battery ("NTB").
    - The Developer shall not, without City approval, sell or lease for development more than one pad site in the Redevelopment Project Area to non-sales tax generating businesses such as office uses or fitness centers. For purposes of this section, a non-sales tax generating business shall be any business projected to generate less than $50 per square foot of retail sales.

Lease/Sale of Property and Assignment of Developer's Obligations

- Sections 27, 28, and 32 address the sale, assignment of payments and collateral assignment of the Developer's TIF Contract obligations.
- Other than sale of specific building sites to pad or anchor users, the Developer is not allowed to sell the project and assign its obligations to another entity without City approval except:
    - Developer is allowed to sell property and assign its obligations to another entity without City approval if that entity is controlled by the Developer or the principals of the Developer
- Developer is allowed to assign its rights to receive reimbursement for Reimbursable Project Costs—this is typically required in the Developer's private financing.
- If the Developer desires to sell the project and assign its obligations to another entity, the City must find that the purchaser has all of the qualifications and financial responsibility necessary and adequate to fulfill the obligations of the Developer as outlined in the TIF Contract

Standard TIF Contract Obligations

- The remaining sections of the Contract primarily deal with generally standard contract obligations of a developer on TIF projects (e.g., progress reports, compliance with applicable laws, recording of the document, notices, etc.) and the mechanics of capturing and accounting for TIF revenues
- Note – Section 46 addresses the City Administrative Costs which are not covered by the Funding Agreement which shall be paid by the Developer within 60 days of having been billed and claimed by the Developer as Reimbursable Project Costs. Funding Agreement terminates upon the 1st TIF Revenue is deposited into the Special Allocation Fund.
- After termination of the Funding Agreement, the City receives an Administrative Fee in the amount of 1% of the funds deposited into the Special Allocation Fund, exclusive of the funds deposited in the CID Revenue Fund.
- After termination of the Funding Agreement, and City expenses (third-party professional service costs and actual out-of-pocket expenses) reimbursed not-to-exceed 5% of the TIF Revenue paid into the Special Allocation Fund in any year.
- Within thirty (30) days after utilizing funds from the Special Allocation Fund to pay or reimburse City Expenses, City shall provide written verification to Developer of the amount and nature of such City Expenses. Developer can dispute the reasonableness of any portion of such City Expenses and request a hearing before the Board of Aldermen as to why such funds should be reimbursed to the Special Allocation Fund.
- In addition, to offset the City's costs to form, implement and administer the Redevelopment Project, the City will be reimbursed $100,000.

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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "**Assignment**") is dated as of the _____ day of _____, 20___ (the "**Effective Date**") and is made by and between STAR ACQUISITIONS, INC., a Missouri corporation ("**Assignor**"), _____, a _____ ("**Assignee**"), and the CITY OF GRAIN VALLEY, MISSOURI, a municipal corporation (the "**City**").

RECITALS

A. On September 27, 2010, the Board of Aldermen of Grain Valley, Missouri (the "**Board of Aldermen**") adopted Ordinance No. 2107 approving the Grain Valley Marketplace Tax Increment Financing Plan, as amended by the Board of Aldermen on December 9, 2013, and as further amended by the Board of Aldermen on March 28, 2016 (the "**Plan**").

B. On May __, 2016, the City and Assignor entered into a Tax Increment Financing Contract that set forth the respective obligations and duties of the City and Assignor with respect to the implementation of the Plan (the "**TIF Contract**").

C. Pursuant to **Section 32** of the TIF Contract, Assignor now desires to enter into this Assignment to convey to Assignee certain duties and obligations under the TIF Contract and Plan (as more fully described herein) with respect to the property described in **Exhibit A** to this Assignment (the "**Subject Property**"), and Assignee has agreed to assume and perform all such duties and obligations under the TIF Contract with respect to the Subject Property.

D. The parties desire to enter into this Assignment in order to satisfy the condition precedent set forth in **Section 32** of the TIF Contract.

NOW, THEREFORE, in consideration of the foregoing and the covenants and obligations contained in this Assignment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and among Assignor, Assignee, and the City as follows:

1. Recitals Incorporated. The above Recitals are hereby incorporated into this Assignment in full and form an integral part hereof.

2. Term of Agreement. This Agreement shall commence upon the Effective Date and shall terminate upon the termination or expiration of the TIF Contract, which shall be no later than September 27, 2033 (the "**Term**").

3. General Assignment and Assumption. Assignor hereby assigns, and Assignee hereby acknowledges, assumes and agrees to perform the obligations, covenants and agreements of Assignor under the TIF Contract with respect to the Subject Property, but only as explicitly and exhaustively described below.

4. Release of Assignor. Upon recording of this Assignment or a memorandum of this Assignment, Assignor shall be fully and completely released from any and all obligations under the TIF Contract with respect to the Subject Property, after which time the City's remedies for an Assignee default hereunder shall be directly against Assignee pursuant to the terms hereof, and in no event shall the City's enforcement against Assignee affect Assignor's rights under the TIF Contract.

5. Specific Assignment and Assumption. Assignor hereby assigns, and Assignee hereby specifically acknowledges, assumes and agrees to perform the following obligations, covenants and agreements set forth in the TIF Contract, as modified in certain instances below:

Sec. 5. Project Improvements. If not previously constructed, Assignee shall cause to be constructed the Project Improvements, in relevant part, on the Subject Property. The Project Improvements shall mean one or more commercial buildings and all necessary and related infrastructure (e.g., parking lot/drives, utilities, landscaping, etc.).

Sec. 6. Redevelopment Schedule. Assignee shall diligently pursue all necessary Land Use Approvals (those approvals required pursuant to the City's zoning and subdivision regulations) and permits and shall diligently thereafter pursue, commence, and complete construction of the Project Improvements on the Subject Property, subject to Excusable Delays. "**Excusable Delays**" are delays due in whole or in part to causes beyond the reasonable control or without the material fault of Assignee 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 Assignment 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 Assignment 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.

Sec. 9. Design Criteria and Review Procedures for Project Improvements.

A. The first floor net leasable square footage of the Project Improvements to be constructed on the Subject Property shall be at least 81,000 sqft.

B. The Developer shall comply with and/or follow controls and design criteria relating to exterior improvements that are part of the City's approval of the Land Use Approvals, including those that relate to, without limitation, the building style, height, setbacks, open spaces, bulk and scale, landscaping, materials and finishes, signage, lighting, drainage, access, and parking/circulation features.

C. No Project Improvements shall be commenced or made unless and until all the construction plans therefore, in the detail herein, or any changes thereto, shall

have been submitted to City staff, all in accordance with the City's adopted development processes and **Section 9.B** above.

D. 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.

Sec. 10. Control of Project.

A. Dedication of Right of Way. Assignee shall dedicate to the City, at no cost to the City, all necessary easements or rights-of-way not otherwise to be dedicated to MoDOT or the CID (as defined below) for utilities located within the boundaries of the Subject Property and necessary for the construction of the Project Improvements thereon.

B. Maintenance and Repair. Assignee, at its sole cost and expense, at all times shall (1) maintain and operate the Project Improvements like properties in other similarly situated shopping centers, (2) timely make all necessary repairs to and replacements and restorations of all parts of the Project Improvements, (3) keep the Project Improvements in good condition, repair and appearance, and (4) maintain casualty insurance on the Project Improvements in an amount equal to the full replacement value thereof and provide City with evidence of such insurance upon demand.

Sec. 11. Certificate of Completion and Compliance.

A. Upon the completion of construction of the Project Improvements on the Subject Property, Assignee shall submit a report to the City certifying that the Project Improvements have been completed in material compliance with all other provisions of this Assignment.

B. City may conduct an investigation, and if City determines that the Project Improvements or any portion thereof has been completed in material accordance with this Assignment and other applicable Legal Requirements, and that as of the date of the request, all of Assignee's duties pursuant to this Assignment have been performed, then it shall issue a Certificate of Completion and Compliance. If City determines that the Project Improvements or any portion thereof have not been completed in material accordance with this Assignment, or that Assignee is not in material compliance with the terms of this Assignment, 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 Assignee, City shall hold a hearing at which

Assignee may present new and/or additional evidence. The City shall respond within fifteen (15) days to all requests by Assignee.

C. The issuance of a Certificate of Completion and Compliance by City shall be a conclusive determination of the timely satisfaction of the covenants in this Assignment with respect to the obligations of Assignee to complete the Project Improvements, but shall not prevent City from future action with respect to and in the event of any subsequent default by Assignee in the performance of any of its other obligations under this Assignment.

D. Each certificate issued by City shall contain a description of the Subject Property and shall be in such form as will enable it to be accepted for recording in the Office of the Recorder of Deeds for Jackson County, Missouri.

Sec. 15. PILOTs.

A. Pursuant to the provisions of Section 99.845, RSMo, Tax Increment Financing (the "**TIF Act**") has been established by ordinance for the Subject Property, and thus 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 tax increment financing currently in place on the Subject Property and shall create a lien in favor of City as constituted from time to time and shall be enforceable against Assignee and its successors and assigns in ownership of the Subject Property. Assignee and its successors and assigns in ownership of the Subject Property shall waive their right to object, for the purpose of reducing the assessed value, to the assessment of the Subject Property while tax increment financing is in effect for the Subject Property, subject to the following:

(1) the owner of the full service grocery store shall have the right to object to the appraised value of the grocery store, but such objection shall only apply to the amount by which such appraised value exceeds $5,200,000; and

(2) the owner of any other building shall have the right to object to the appraised value of such building, but such objection shall only apply to the amount by which such appraised value exceeds $225 per square foot of leasable floor area in such building.

(3) The dollar amounts set forth in (1) and (2) above are 2016 values and shall be increased every two (2) years thereafter by two percent (2%).

B. Failure to pay Payments in Lieu of Taxes shall constitute a default by the Assignee hereunder and shall entitle City, the Jackson 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 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 or of the principal of and interest on any outstanding obligations secured by such payments.

C. Notwithstanding anything to the contrary herein, the lien on the Subject Property shall be deemed (1) released as to any public street or other public way included within any applicable plat, 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 (including any cross access or parking rights granted or created by any such plat), effective upon the passage of an 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.

Sec. 16. EATs. Assignee shall use commercially reasonable efforts to include the provisions as specified in **Section 27** below in all lease documents with tenants located at the Subject Property requiring sales tax information to be provided to City. Assignee shall use commercially reasonable efforts to include a similar provision in all sales contracts with purchasers of the Subject Property requiring sales tax information to be provided to City. So long as Assignee owns the Subject Property, Assignee shall use commercially reasonable efforts to enforce said provisions with respect to such Subject Property, and Assignee 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.

Sec. 26. Tenant Approvals and Prohibitions. Assignee shall have complete and exclusive control over the leasing or sales of the Project Improvements that it owns, including, without limitation, the fixing of rentals and the selection or rejection of users; provided, however, that the City prohibits certain uses without specific City consent, as set forth below:

A. Existing Users in the City. Without the approval of the City, Assignee shall not cause the relocation of a tenant into the Subject Property, which is then open and operating in the City and then ceases to operate the existing facility within one (1) year of the opening of the new facility within the Subject Property.

B. In the event Assignee violates the requirements of this subsection and fails to receive the prior approval of the City as set forth above, for each such violation Assignee shall pay to the City an amount equal to **two (2)** times the amount of all local retail sales taxes generated by such store at its prior location during the preceding calendar year **("Relocation Penalty Payment")**. Any Relocation Penalty Payment shall be due and payable within **fifteen (15)** business days after receipt of written notice from the City for such payment. Failure to make any Relocation Penalty Payment when due shall be an event of default of this Assignment and Assignee shall be subject to the remedies set forth herein.

C. Surplus or Second Hand Stores. Without City approval, which approval shall not be unreasonably withheld, Assignee shall not lease or sell any of the Subject Property to a surplus or second hand store. For the purpose of this section, a surplus or second hand store shall be defined as a store whose primary business is the sale of used or second hand merchandise, such as a thrift shop or a flea market.

D. Gasoline Station/Convenience Stores. Without City approval, the Assignee shall not sell or lease any of the Subject Property to a gasoline station/convenience store on the Subject Property in the Redevelopment Project Area. For the purpose of this section a gasoline station/convenience store shall be defined as a facility where as the primary business gasoline, diesel fuel, and oil is dispensed at retail. Uses may also include the sale of cold drinks, packaged foods, prepared foods that would otherwise constitute fast foods, tobacco and similar household convenience goods for station customers.

E. Auto Repair Businesses or Lube Shops. Assignee shall not, without City approval, sell or lease any of the Subject Property to a store whose primary business is as an automobile repair or similar business that includes garage doors as a primary feature of its facility; provided, however, such exclusion shall not apply to national tire, oil change or battery retailers specifically Discount Tire, Tires Plus, National Tire and Battery ("NTB"), etc.

F. Non-Sales Tax Generating Businesses. Assignee shall not, without City approval, sell or lease for development to non-sales tax generating businesses such as office uses or fitness centers. For purposes of this section, a non-sales tax generating business shall be any business projected to generate less than $50 per square foot of retail sales.

Sec. 27. Lease of Subject Property. Assignee may lease the Subject Property or any portion thereof; provided that, unless the Board of Aldermen waives this requirement as to a particular tenant, Assignee shall insert in any such lease, if not already included in the Declaration of Restrictive Covenants to which the Subject Property is subject, the following language (or similar language):

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 Grain Valley Market Place shopping center (including Tenant's Premises) is located within the boundaries of a Community Improvement District ("**CID**") which will have the power to impose a sales tax on any retail sales generated within Tenant's Premises. 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 CID.

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

Tenant represents and warrants that its business is not currently located in the City, or, if Tenant's business is currently located within the City, Tenant acknowledges that if the existing business outside the Redevelopment Project Area is closed within twelve (12) months of opening within the Redevelopment Project District, this Lease shall not be effective unless the Board of Aldermen approves this Lease, 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 Assignee 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. 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.

Sec. 28. Sale of Subject Property.

A. 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 Subject Property, 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 Assignee 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 Assignment.

B. Incorporation. The restrictions set forth above in **Section 27**, shall be incorporated into any deed or other instrument conveying an interest in the Subject Property, other than a lease agreement, and shall provide that said obligations or restrictions shall constitute a benefit held by both Assignee and City and that City is an intended third party beneficiary of said obligations and restrictions. Failure of Assignee 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 Subject Property. Notwithstanding the foregoing, none of the provisions of this **Section 28.B** are required to be incorporated into any deed or other instrument if they are already included in a Declaration of Restrictive Covenants to which the Subject Property is subject.

C. Notification to City of Transfer; Board of Aldermen Approval. Assignee shall notify City in writing of any proposed sale or other transfer of any or all of the Subject Property 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 for retail and other permitted uses as provided for in this Assignment. Such notice shall be provided not less than sixty (60) days prior to the proposed effective date of the sale or other transfer in a manner as described in **Section 8** of this Assignment 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 28** hereof have been fulfilled.

Sec. 29. Progress Reports.

A. At the first regularly-scheduled meeting of the Board of Aldermen following the first anniversary of the execution of this Assignment, and upon the City's written request thereafter (not to exceed more than once per year) until all Project Improvements on the Subject Property are completed, Assignee shall provide to Assignor the information necessary for Assignor to report to the Board of Aldermen the progress of Assignee's design and construction of the Project Improvements. Such reports shall include such information as is required under the reporting requirements of the TIF Act and such additional information as City may reasonably require, including, without limitation:

(1) Project Improvements completed;

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

(3) Actual costs incurred to date and estimated costs to complete the Project Improvements; and

(4) Actual start and completion dates of the Project Improvements.

Sec. 30. Compliance with Laws. Subject to Assignee's rights to contest the same in any manner permitted by law, Assignee, its officers, directors and principals, at its sole cost and expense, shall comply in every respect with all requirements of law.

Sec. 31. Authorized Employees. Assignee acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri. Assignee therefore covenants and will provide an affidavit from any general contractor directly employed by Assignee to construct improvements to the Subject Property in substantially the same form as is attached as **Exhibit B**, attesting that it is not knowingly in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work related to this Agreement, and that its employees are lawfully eligible to work in the United States.

Sec. 32. Assignment of Obligations

A. Assignee agrees that this Assignment and the duties and obligations hereunder may not and shall not be assigned by Assignee without the prior written consent of the City, which consent will not be unreasonably withheld. Any proposed assignee shall have all of the qualifications and financial responsibility, as reasonably determined by the City, necessary and adequate to fulfill the obligations of Assignee under this Assignment.

B. Any proposed assignee shall, utilizing a form substantively and substantially similar to this Assignment (the "**Subsequent Assignment Agreement**"), expressly for the benefit of City, assume all of the obligations of Assignee under this Assignment and agree to be subject to all the conditions and restrictions to which Assignee is subject. For purposes of this section, any sale, transfer, assignment, pledge or hypothecation of an interest in Assignee (other than to an Affiliate of Assignee) that results in a change in management control of Assignee will constitute an assignment of this Agreement. Upon approval of the Subsequent Assignment Agreement by City as set forth herein, Assignee shall be released from such obligations accruing after the date of such assignment.

C. Notwithstanding anything herein to the contrary, for purposes of securing financing, Assignee may, without the City's consent, assign or pledge its rights under this Assignment, but Assignee shall provide City with notice of any such assignment or pledge and include with such notice an acknowledgement by the lender providing such financing that it has received a copy of this Assignment and reviewed the provisions of this Section regarding the restrictions on assignment. Such assignment or

pledge shall remain subject to the terms, provisions and conditions of this Assignment.

Sec. 36. Indemnification

A. Assignee 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 Assignee, 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 Assignment and/or in connection with the ownership, use or occupancy and development or redevelopment of the Subject Property or a portion thereof and the improvements thereon.

B. In the event any suit, action, investigation, claim or proceeding (collectively, an "**Action**") is begun or made as a result of which Assignee may become obligated to one or more of the Indemnified Parties hereunder, the Indemnified Party shall give prompt notice to Assignee of the occurrence of such event. After receipt of such notice, Assignee may elect to defend, contest or otherwise protect the Indemnified Party against any such Action, at the cost and expense of Assignee, utilizing counsel of Assignee'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 Assignee 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 Assignee asserting Assignee'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 Assignee for payment and, within thirty (30) business days after such submission, Assignee shall transfer to the Indemnified Party sufficient funds to pay such bills. Assignee 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 Assignee any settlement proposal that the Indemnified Party shall receive. Assignee shall be liable for the payment of any amounts paid in settlement of any Action to the extent that Assignee consents to such settlement. Neither Assignee nor the

Indemnified Party will unreasonably withhold its consent to a proposed settlement.

D. Assignee expressly confirms and agrees that it has provided this indemnification and assumes the obligations under this Assignment imposed upon Assignee in order to induce City to enter into this Assignment. 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 Assignment. If such court action is successful, the Indemnified Party shall be reimbursed by Assignee 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. With respect to liability that arises during the term of this Assignment, the right to indemnification set forth in this Assignment shall survive the termination of this Assignment.

Sec. 37. Breach Compliance

A. If Assignee does not comply with provisions of this Assignment, and if, within ninety (90) days after notice of such default by the City, Assignee 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 Assignee shall not have cured such default within one hundred and eighty (180) days), then the City 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. If any action is instituted by the City hereunder, the non-prevailing party in such action shall pay any and all costs, fees and expenses, including attorneys' fees incurred by the prevailing party in enforcing this Assignment.

B. The City's rights and remedies hereunder, whether provided by law or by this Assignment, shall be cumulative and the exercise by the City 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 shall apply to obligations beyond those expressly waived.

C. Assignee (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 Agreement), 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 the City in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights hereunder shall not operate as a waiver of such rights or limit them in any way. No waiver in fact made by the City of any specific default by the Assignee 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.

Sec. 38. Excusable Delays. The time of performance hereunder shall be extended in the event of any Excusable Delays (as defined above).

6. City's Consent and Release. Upon the execution of this Assignment by City, the assignment and assumption provided for in Sections 4 and 5 shall be deemed to have been approved and consented to by the City, and Assignor shall be deemed to have been released from Assignor's duties and obligations under the TIF Contract with respect to the Subject Property.

7. Representations and Warranties of Assignee. Assignee is a _____ qualified to conduct its business in the State of Missouri and has all requisite power and authority to enter into, execute this Assignment and to perform its obligations hereunder. This Assignment, assuming the due execution and delivery hereof by Assignor and City, constitutes legally valid and binding obligations of Assignee, enforceable against Assignee in accordance with the terms and conditions herein.

8. Notices. All notices, requests and other communications hereunder shall be deemed to be duly given if delivered by hand or if mailed by certified or registered mail with postage prepaid as follows:

If to Assignee:

_____
_____
_____

With a copy to:

_____
_____
_____

If to Assignor:

Mr. Tim Harris
STAR Acquisitions, Inc.
244 W. Mill Street, #101
Liberty, Missouri 64068

With a copy to:

Curt Petersen, Esq.
Polsinelli, P.C.
6201 College Boulevard, Suite 500
Overland Park, Kansas 66211
If to City:

City of Grain Valley, Missouri
Attn: Ryan Hunt, City Administrator
711 Main Street
Grain Valley, Missouri 64085

With a copy to:

Joseph G. Lauber, Esq.
Lauber Municipal Law, LLC
529 SE 2nd Street, Suite D
Lee's Summit, Missouri 64063

9. Successors and Assigns. All rights, benefits and obligations of Assignor and Assignee hereunder shall inure to and bind Assignor and Assignee, respectively, and this Assignment shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

10. Governing Law. This Assignment shall be governed by the laws of the State of Missouri.

11. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

12. Expenses. Except as otherwise provided herein, each of the parties hereto will pay its own costs and expenses, including attorney's fees, incurred by such party or on its behalf in connection with this Assignment and the transactions contemplated herein.

13. Recording. This Assignment, or a memorandum of this Assignment, shall be recorded in the office of the Recorder of Deeds for Jackson County, Missouri by Assignee at its sole cost and expense.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first above written.

ASSIGNOR:
STAR ACQUISITIONS, INC.

By:_____

Name:_____

Title:_____

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20___ before me, a Notary Public in and for said state, personally appeared _____, the _____ of STAR Acquisitions, Inc., a Missouri corporation, personally known by me to be the person who executed the within instrument on behalf of said STAR Acquisitions, Inc. and acknowledged to me that he executed the same for the purposes therein stated.

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

_____
Print Name: _____
Notary Public in and for said County and State

My Commission Expires:

_____

ASSIGNEE:

_____

By:_____

Name:_____

Title:_____

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20___ before me, a Notary Public in and for said state, personally appeared _____, the _____ of _____, a _____, personally known by me to be the person who executed the within instrument on behalf of said _____and acknowledged to me that he executed the same for the purposes therein stated.

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

_____
Print Name: _____
Notary Public in and for said County and State

My Commission Expires:

_____

CITY:

THE CITY OF GRAIN VALLEY,
MISSOURI

By: _____

Print Name: _____

Title: _____

ATTEST:

_____

_____, City Clerk

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this ____ day of _____, 20___, before me personally appeared _____, to me known, who being by me duly sworn, did say that he/she is the Mayor of the City of Grain Valley, 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:

_____

EXHIBIT A TO ASSIGNMENT AGREEMENT

LEGAL DESCRIPTION OF PROPERTY [OR SUBJECT PROPERTY]

EXHIBIT B TO ASSIGNMENT AGREEMENT

Form of Affidavit of Work Authorization

CITY OF GRAIN VALLEY, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530, RSMo
(FOR ALL CONTRACTS IN EXCESS OF $5,000.00)

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE: Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge, (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared _____, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is _____ and I am currently the _____ of _____ (hereinafter "Contractor"), whose business address is _____, and I am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Grain Valley, Missouri:

_____.

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.

_____
AFFIANT SIGNATURE

_____
AFFIANT PRINTED NAME

Subscribed and sworn to before me this _____ day of _____,20___.

_____
My Commission Expires: Notary Public

_____

_____
(Printed Name)

PLEASE NOTE:
Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

1. A valid, completed copy of the first page identifying the Contractor; and
2. A valid copy of the signature page completed and signed by the Contractor, and the Department of Homeland Security - Verification Division.

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CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM		
MEETING DATE	05/09/2016	
BILL NUMBER	B16-12	
AGENDA TITLE	**AN ORDINANCE OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO THE SECOND AMENDED AND RESTATED COOPERATIVE AGREEMENT WITH THE GRAIN VALLEY MARKETPLACE COMMUNITY IMPROVEMENT DISTRICT AND STAR ACQUISITIONS, INC., FOR FUNDING AND FINANCING OF COMMUNITY IMPROVEMENT DISTRICT IMPROVEMENTS**	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Ryan Hunt, City Administrator	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available:	N/A
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	To establish each Party's responsibilities with regard to the imposition, collection, administration and disbursement of CID sales tax revenues and the administration an operation of the District. The District's initial primary role is to fund/assist in the funding of the CID Reimbursable Project Costs, which are a component of TIF Redevelopment Project 2.	
BACKGROUND	The City Staff and Consultant team has negotiated a Second Amended and Restated Cooperative Agreement among the City, the Grain Valley Marketplace CID, and STAR Acquisitions, Inc.	
SPECIAL NOTES	N/A	
ANALYSIS	See Staff Report	

PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	N/A
DEPARTMENT RECOMMENDATION	Staff recommends approval
REFERENCE DOCUMENTS ATTACHED	Ordinance, Exhibit A-Cooperative Agreement, Staff Report

CITY OF GRAIN VALLEY | **STATE OF MISSOURI**

BILL NO. *B16-12* | ORDINANCE NO. _____
SECOND READING *May 09, 2016*
INTRODUCED BY: *ALDERMAN WEST* | FIRST READING *May 09, 2016*

AN ORDINANCE OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO THE SECOND AMENDED AND RESTATED COOPERATIVE AGREEMENT WITH THE GRAIN VALLEY MARKETPLACE COMMUNITY IMPROVEMENT DISTRICT AND STAR ACQUISITIONS, INC., FOR FUNDING AND FINANCING OF COMMUNITY IMPROVEMENT DISTRICT IMPROVEMENTS

WHEREAS, on September 27, 2010, the Board of Aldermen adopted Ordinance No. 2109, pursuant to which the City approved the Petition to establish the Grain Valley Marketplace Community Improvement District ("Petition") and established the District for the purposes set forth in the Petition; and

WHEREAS, on January 13, 2011, the Board of Aldermen adopted Ordinance No. 2127, pursuant to which the City authorized the execution of the Cooperative Agreement among the City, SG Property Management, LLC ("Original Developer") and the District ("Cooperative Agreement") to, among other things, provide for the application of District revenues to pay for a portion of the improvements undertaken by the Original Developer in accordance with a tax increment financing redevelopment plan; and

WHEREAS, on January 25, 2011, the City and Original Developer entered into the Tax Increment Financing Contract for the Grain Valley Marketplace Tax Increment Financing Plan Redevelopment Project 2 ("TIF Contract") to implement the terms of the Grain Valley Marketplace Tax Increment Financing Plan ("Original Plan"), which was adopted by the City's Board of Aldermen by Ordinance No. 2107 on September 27, 2010; and

WHEREAS, in 2012, the Cooperative Agreement was amended in order to allow the TIF Bond documents, including specifically the trust indenture, to direct and prioritize the flow of District revenues for the payment of debt service of the TIF Bonds ("First Amended Cooperative Agreement"); and

WHEREAS, since the approval of the Petition, the Original Developer ceased development of Redevelopment Project 2 after completing only a portion of the project; and

WHEREAS, a Second Amendment to the Redevelopment Plan ("Amended Redevelopment Plan") was filed for the purpose of naming STAR Acquisitions, Inc. ("Developer") as the new developer for Redevelopment Project 2, amending the boundaries of the Redevelopment Plan, and describing revised costs for Redevelopment Project 2 among other things; and

WHEREAS, the District boundary must also be amended in order to carry out the provisions of the Amended Redevelopment Plan; and

WHEREAS, the Petition to establish the District must be amended to include payment of costs associated with the NID, including payment or reimbursement of NID special assessments and/or debt service on NID Bonds associated with one or more parcels within the boundaries of the NID and District; and

WHEREAS, Sections 67.1401 to 67.1571, RSMo as amended (the "CID Act") authorizes the governing body of any municipal corporation, upon receipt of a proper petition and after a public hearing, to adopt an ordinance: (1) adding property to a community improvement district and (2) approving an amended petition; and

WHEREAS, on February 22, 2016, the following Petitions were filed with the City Clerk pursuant to the CID Act: (1) Petition to the City of Grain Valley, Missouri For Addition of Property to the Grain Valley Marketplace Community Improvement District ("Petition to Add Property"); and (2) First Amendment to the Petition to Establish the Grain Valley Marketplace Community Improvement District ("Amended Petition"); and

WHEREAS, on March 28, 2016, the Board of Aldermen adopted: (1) Ordinance No. 2380, an ordinance approving the Amended Redevelopment Plan; (2) Ordinance No. 2381, an ordinance approving the Amended Petition; and (3) Ordinance No. 2382, an ordinance approving the Petition to Add Property; and

WHEREAS, the Parties wish to enter into a Second Amended and Restated Cooperative Agreement in order to incorporate the changes to the District made by the Petition to Add Property and the Amended Petition.

NOW THEREFORE, BE IT ORDAINED by the Board of Aldermen of the City of Grain Valley, Missouri as follows:

Section 1: The Second Amended and Restated Cooperative Agreement among the City of Grain Valley, Missouri, the Grain Valley Marketplace Community Improvement District, and STAR Acquisitions, Inc., ("Second Amended Agreement") a copy of which is attached hereto as **Exhibit A**, is hereby approved and adopted.

Section 2: The Mayor is authorized to execute the Second Amended Agreement for and on behalf of the City of Grain Valley.

Section 3: If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 4: 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.

Read two times and PASSED by the Board of Aldermen this _____ day of _____, *2016*, the aye and nay votes being recorded as follows:

ALDERMAN ARNOLD	_____	ALDERMAN HEADLEY	_____
ALDERMAN JOHNSTON	_____	ALDERMAN PALECEK	_____
ALDERMAN STANLEY	_____	ALDERMAN WEST	_____

MAYOR _____
(in the event of a tie only)

Approved as to form:

_____
James Cook
City Attorney

_____
Mike Todd
Mayor

ATTEST:

_____
Chenéy Parrish
City Clerk

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SECOND AMENDED AND RESTATED COOPERATIVE AGREEMENT

among the

CITY OF GRAIN VALLEY, MISSOURI,

GRAIN VALLEY MARKETPLACE COMMUNITY IMPROVEMENT DISTRICT,

and

STAR ACQUISITIONS, INC.

dated as of

May ____, 2016

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SECOND AMENDED AND RESTATED COOPERATIVE AGREEMENT

THIS SECOND AMENDED AND RESTATED COOPERATIVE AGREEMENT ("Agreement"), entered into as of this _____ day of May, 2016, among the CITY OF GRAIN VALLEY, MISSOURI, a political subdivision of the State of Missouri (the "City"), the GRAIN VALLEY MARKETPLACE COMMUNITY IMPROVEMENT DISTRICT, a Missouri political subdivision (the "District") and STAR ACQUISITIONS, INC., a Missouri corporation (the "Developer") (the City, District, and Developer are collectively referred to herein as the "Parties" and individually as "Party," as the context so requires).

WITNESSETH:

WHEREAS, on September 27, 2010, the Board of Aldermen adopted Ordinance No. 2109, pursuant to which the City approved the Petition to establish the Grain Valley Marketplace Community Improvement District ("Petition"), including certain property within the City of Grain Valley, Missouri and established the District for the purposes set forth in the Petition; and

WHEREAS, on January 13, 2011, the Board of Aldermen adopted Ordinance No. 2127, pursuant to which the City authorized the execution of a Cooperative Agreement among the City, SG Property Management, LLC ("Original Developer") and the District ("Cooperative Agreement") to, among other things, provide for the application of District revenues to pay for a portion of the improvements undertaken by the Original Developer in accordance with a tax increment financing redevelopment plan; and

WHEREAS, on January 25, 2011, the City and Original Developer entered into the Tax Increment Financing Contract for the Grain Valley Marketplace Tax Increment Financing Plan Redevelopment Project 2 ("TIF Contract") to implement the terms of the Grain Valley Marketplace Tax Increment Financing Plan ("Original Plan"), which was adopted by the City's Board of Aldermen by Ordinance No. 2107 on September 27, 2010; and

WHEREAS, in 2012, the Cooperative Agreement was amended in order to allow the TIF Bond documents, including specifically the trust indenture, to direct and prioritize the flow of District revenues for the payment of debt service of the TIF Bonds ("First Amended Cooperative Agreement"); and

WHEREAS, since the approval of the Petition, the Original Developer ceased development of Redevelopment Project 2 after completing only a portion of the project; and

WHEREAS, a Second Amendment to the Redevelopment Plan ("Amended Redevelopment Plan") was filed for the purpose of naming STAR Acquisitions, Inc. ("Developer") as the new developer for Redevelopment Project 2, amending the boundaries of the Redevelopment Plan, and describing revised costs for Redevelopment Project 2 among other things; and

WHEREAS, the District boundary must also be amended in order to carry out the provisions of the Amended Redevelopment Plan, which said amended District boundary is described on **Exhibit A** and depicted on the map on **Exhibit B**, both exhibits are attached hereto and incorporated herein by reference; and

WHEREAS, the Petition to establish the District must be amended to include payment of costs associated with the NID, including payment or reimbursement of NID special assessments and/or debt service on NID Bonds associated with one or more parcels within the boundaries of the NID and District; and

WHEREAS, Sections 67.1401 to 67.1571, RSMo, as amended (the "CID Act") authorizes the governing body of any municipal corporation, upon receipt of a proper petition and after a public hearing, to adopt an ordinance: (1) adding property to a community improvement district and (2) approving an amended petition; and

WHEREAS, on February 22, 2016, the following Petitions were filed with the City Clerk pursuant to the CID Act: (1) Petition to the City of Grain Valley, Missouri for Addition of Property to the Grain Valley Marketplace Community Improvement District ("Petition to Add Property"), and (2) First Amendment to the Petition to Establish the Grain Valley Marketplace Community Improvement District ("Amended Petition"); and

WHEREAS, on March 28, 2016, the Board of Aldermen adopted: (1) Ordinance No. 2380, an ordinance approving the Amended Redevelopment Plan; (2) Ordinance No. 2381, an ordinance approving the Amended Petition; and (3) Ordinance No. 2382, an ordinance approving the Petition to Add Property; and

WHEREAS, the Parties desire to amend the Cooperative Agreement for a second time in order to incorporate the changes to the District made by the Petition to Add Property and the Amended Petition.

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

ARTICLE 1: DEFINITIONS, RECITALS, AND EXHIBITS

Section 1.1 Recitals and Exhibits.

The representations, covenants, and recitations set forth in the foregoing recitals and the exhibits attached to this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section, and the appropriate exhibits are incorporated into each section of this Agreement that makes reference to an exhibit.

Section 1.2. Definitions.

In addition to words and terms defined by the CID Act, the TIF Contract, and elsewhere in this Agreement, the following words and terms shall have the meanings ascribed to them in this Section unless the context in which such words and terms are used clearly requires otherwise:

"Administrative Fee" means that amount of the CID Sales Tax Revenue that the City shall receive as compensation for performing the administrative and accounting duties associated with the CID Sales Tax Revenue, pursuant to **Section 3.3** of this Agreement.

"Applicable Laws and Requirements" means 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, such as zoning ordinances, subdivision ordinances, building codes, and property maintenance codes.

"Board of Aldermen" means the governing body of the City.

"Board of Directors" means the governing body of the District.

"CID Act" means the Missouri Community Improvement District Act, §§ 67.1401, *et seq.*, RSMo.

"CID Improvements" means the construction of certain on-site public improvements within the District set forth in **Section III.B** of the Petition and **Exhibit C** to the Five Year Management Plan of the Amended Petition including, but not limited to the following:

1. Public parking lots and public drives for use by the public to be owned and operated by either the Grain Valley Marketplace Cinema Company, LLC or Developer until said leases are terminated, at which time the public parking lots and public drives for use by the public will be deeded to the property owner's association of the development as indicated on line item 15 of **Exhibit C-1** to this Agreement; and

2. All other public improvements located within the District's boundaries, listed in **Exhibit C-1** to this Agreement, and (a) authorized by the Grain Valley Marketplace Tax Increment Financing Plan or (b) improvements otherwise approved by the Board of Directors and authorized pursuant to the Act, including those described in Section 67.1461.1 and Section 67.1461.2(1) and (2), RSMo as amended.

"CID Reimbursable Project Costs" means, all actual and reasonable costs and expenses which are incurred by or at the direction of the City, MoDOT, the District, or the Developer with respect to construction of the CID Improvements, including the actual and reasonable cost of labor and materials payable to contractors, builders, suppliers, vendors, and materialmen for the CID Improvements that are constructed or undertaken by the District, Developer, or City, plus all actual and reasonable costs to create the District, amend the CID Petition, add property to the District, amend the Cooperative Agreement, and to plan, finance, develop, design, and acquire the CID Improvements and certain NID Improvements, including but not limited to the following:

(1) actual and reasonable fees and expenses of architects, appraisers, attorneys, surveyors, and engineers for estimates, surveys, soil borings, and soil tests and other preliminary investigations and items necessary to the commencement of construction, Financing Costs, preparation of plans, drawings, and specifications

and supervision of construction, as well as for the performance of all other duties of architects, appraisers, attorneys, surveyors and engineers in relation to the construction of the CID Improvements and all actual and reasonable costs for the oversight of the completion of the CID Improvements; and

(2) Payment of Developer's NID costs, including payment or reimbursement of NID Special Assessments and/or debt service on NID bonds associated with one or more parcels within the boundaries of the NID and CID ("NID Costs"). The total NID Costs are set forth in **Exhibit C-2** to this Agreement; however, the CID Reimbursable Project Cost portion of the Developer's NID Costs is approximately $1,800,000 plus Financing Costs; and

(3) all other items of expense not elsewhere specified in this definition which may be necessary or incidental to the review, approval, acquisition, construction, improvement, and financing of the CID Improvements and which may lawfully be paid or incurred under the CID Act.

"CID Revenue Fund" means the separate segregated fund established by the City on behalf of the District pursuant to the CID Act to be known as the "Grain Valley Marketplace Community Improvement District Sales Tax Fund" into which the net non-captured portion of the CID Sales Tax Revenues shall be deposited in accordance with this Agreement.

"CID Sales Tax" means a sales tax levied by the District on the receipts from the sale at retail of all eligible tangible personal property or taxable services at retail within its boundaries pursuant and subject to the CID Act in the amount not to exceed one percent (1%).

"CID Sales Tax Revenue" means the monies actually collected, pursuant to this Agreement and the CID Act, from the imposition of a CID Sales Tax.

"City Expenses" shall have the meaning set forth in **Section 3.3** of this Agreement.

"DOR" or "Department of Revenue" means the Missouri Department of Revenue.

"Event of Default" means any event specified in **Section 6.1** of this Agreement.

"Excusable Delays" means delays due to acts of terrorism, acts of war or civil insurrection, strikes, riots, floods, earthquakes, fires, tornadoes, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, national or regional material shortages, failure to obtain regulatory approval from any Federal or State regulatory body, unforeseen site conditions, material litigation by parties other than a Party and not caused by any Party's failure to perform, or any other condition or circumstances beyond the reasonable or foreseeable control of the applicable Party using reasonable diligence to overcome which prevents such Party from performing its specific duties or obligation hereunder in a timely manner.

"Finance Director" means the Director of Finance of Grain Valley, Missouri.

"Financing Costs" means those costs reasonably incurred by the Developer, City or District, authorized by the District pursuant to the CID Act subject to the restrictions in this

Agreement to pay any portion attributable to CID Reimbursable Project Costs or Operating Costs incurred or estimated to be incurred, including but not limited to interest, loan fees, and points not exceeding one percent (1%) of the principal amount of the loan, loan origination fees not to exceed two percent (2%) of the principal amount of the loan, and interest payable to banks or similar financing institutions that are in the business of loaning money, plus reasonable fees and expenses of the Developer's or City's attorneys (including special CID legal counsel), the Developer's or City's administrative fees and expenses (including planning and/or financial consultants), underwriters' discounts and fees, printing, interest, and other costs related to such financing at a rate not to exceed the Prime Rate plus three percent (3%).

"NID" means the Grain Valley Marketplace Neighborhood Improvement District which was formed pursuant to the Neighborhood Improvement District Act, Sections 67.453-67.475, RSMo.

"NID Improvements" means any one or more public facilities or improvements which confer a benefit on property within the NID and may include or consist of a reimprovement or a prior improvement and is further set forth in **Section B** of the NID Petition including, but not limited to the following:

(1) The installation of storm water, sanitary sewer and water service for the District and the necessary site preparation for such improvements, including cut and fill site grading, mass grading, mobilization, demolition, clearing and disposal, erosion control, top soil placement and fine grading;

(2) The construction of road infrastructure improvement to the intersection of Interstate I-70 and Highway BB, improvements to the I-70/Highway BB exit ramp/interchange, and improvements to Highway BB;

(3) The construction and installation of public streets and sidewalks within the NID; and

(4) The costs incurred in connection with the improvements described above, including, but not limited to, costs incurred for the preparation of preliminary reports, the preparation of plans and specifications, the preparation and publication of notices of hearings, resolutions, ordinances and other proceedings, fees and expenses of attorneys and other consultants, interest accrued on borrowed money during the period of issuance of bonds or notes, establishment of reasonably required reserve funds for bonds or notes, the cost of land, materials, labor and other lawful expenses incurred in planning, acquiring and doing any improvement, reasonable construction contingencies, and work done or services performed by the City in the administration and supervision of these improvements.

"NID Special Assessment" means the cost of the NID Improvements which are assessed against the property within the NID in substantially equal annual installments plus interest over a period not to exceed twenty (20) years and paid by: (1) the property owners within the boundary of the NID; and/or (2) CID Sales Tax Revenues.

"Operating Costs" means the actual, reasonable expenses that are necessary for the creation and operation of the District that shall include, but is not limited to, costs associated with notices, publications, meetings, supplies, equipment, photocopying, the engagement of legal counsel, accounting, financial auditing services, insurance, administration of the CID Sales Tax, enforcement and collection of the CID Sales Tax, and other consultants or services, as described in **Section III.D** of the Petition.

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

"Post-TIF CID Reimbursable Project Costs" refers to the original TIF Plan in which the Original Developer agreed to use CID Reimbursable Project Costs to pay for CID Improvements that could only be reimbursed from pure CID Sales Tax Revenue after the TIF Plan is terminated. This funding structure is not applicable to the Developer; however, in order to be consistent with the Petition and Amended Petition, this term is included in this Agreement.

"Prime Rate" the prime rate reported in the "Money Rates" column or any successor column of *The Wall Street Journal*, currently defined therein as the base rate on corporate loans posted by at least 75% of the nation's 30 largest banks. If *The Wall Street Journal* ceases publication of the Prime Rate, then "Prime Rate" shall mean the "prime rate" or "base rate" announced by an equivalent publication that evaluates the same criteria as the *Wall Street Journal* to report such rate.

"Tax Increment Financing Contract" or "TIF Contract" means the Tax Increment Financing Contract between the City of Grain Valley, Missouri and STAR Acquisitions, Inc. for the Second Amendment to the Grain Valley Marketplace Tax Increment Financing Plan Project 2, approved by the Board of Aldermen by Ordinance No. _____ on May 9, 2016, and any amendments thereto.

"Tax Increment Financing Plan" or "TIF Plan" means the Grain Valley Marketplace Tax Increment Financing Redevelopment Plan approved by the Board of Aldermen by Ordinance No. 2107 on September 27, 2010 and amended on March 28, 2016 by Ordinance No. 2380, and any further amendments thereto as it relates to Project Area 2.

"TIF Bonds" means the Outstanding TIF Bonds.

"TIF Bonds (Outstanding)" or "Outstanding TIF Bonds" means the Grain Valley Industrial Development Authority Tax Increment Revenue Bonds, Series 2012 dated October 24, 2012.

ARTICLE 2: REPRESENTATIONS

Section 2.1. Representations by the District.

The District represents that:

A. The District is a community improvement district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the CID Act.

B. The District has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Directors, the District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

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

D. To the District's actual knowledge, there is no litigation or proceeding pending or threatened against the District affecting the right of the District to execute or deliver this Agreement or the ability of the District to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

E. The District acknowledges that the funding and construction of the CID Improvements is of significant value to the District, the property within the District and the general public.

Section 2.2. Representations by the City.

The City represents that:

A. The City is duly organized and existing under the Constitution and laws of the State of Missouri, as a fourth class city.

B. The City has authority to enter into this Agreement and to carry out its obligations under this Agreement, and the Mayor has been duly authorized to execute and deliver this Agreement.

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

D. To the City's actual knowledge, there is no litigation or proceeding pending or threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

Section 2.3. Representations by Developer.

Developer represents that:

A. The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings.

B. The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party which would affect or otherwise impede Developer's ability to perform its obligations under this Agreement, and do not and will not constitute a default under any of the foregoing.

C. To Developer's actual knowledge, no litigation, proceedings or investigations are pending or threatened against the Developer or the CID Improvements which would affect or otherwise impede Developer's ability to perform its obligations under this Agreement. In addition, to the Developer's actual knowledge, no litigation, proceedings, or investigations are pending or threatened against the Developer seeking to restrain, enjoin, or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity, or performance by the Developer, the terms and provisions of this Agreement.

D. The Developer is in compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations, and requirements of every duly constituted governmental authority, commission, and court having jurisdiction over the CID Improvements.

ARTICLE 3: COLLECTION OF FUNDS

Section 3.1. Imposition of the CID Sales Tax.

The Board of Directors adopted Resolution No. 2011-14 and the voters approved the CID Sales Tax on October 25, 2011. The CID Sales Tax is currently being collected by the DOR as provided in the CID Act. The District shall notify the DOR of the revised boundary of the CID and therefore the extension of the CID Sales Tax and direct the DOR to forward the CID Sales Tax Revenue to the City for deposit in the CID Revenue Fund. Pursuant to the TIF Act, half of the CID Sales Tax Revenue will be deposited in the TIF Special Allocation Fund ("Captured CID Sales Tax Revenue"). The non-captured CID Sales Tax Revenue shall be deposited in the CID Revenue Fund by the City in accordance with **Section 3.2**, and shall be used to make those payments set

forth in **Section 3.6**, in the order of priority set forth in **Section 3.6**. All CID Sales Tax Revenue disbursements shall be subject to annual appropriation of the District.

Section 3.2. Administration and Collection of the CID Sales Tax.

A. The DOR. The CID Sales Tax will be collected by the DOR, as provided in the CID Act, and deposited with the City, and the City will then administer such funds in accordance with this Agreement.

B. The District. The District agrees to do all things necessary to authorize and direct the DOR to send the CID Sales Tax Revenue to the City for disbursement into the CID Revenue Fund pursuant to the terms of this Agreement. The District has enacted a resolution that (i) imposes the CID Sales Tax (subject to qualified voter approval); (ii) authorizes the City to perform all functions incident to the administration, enforcement and operation of the CID Sales Tax; and (iii) prescribe the forms and administrative rules and regulations for reporting and collecting the CID Sales Tax.

All amounts in the CID Revenue Fund shall be expended solely in accord with this Agreement. Upon the expiration of the CID Sales Tax, all funds remaining in the CID Revenue Fund shall continue to be used solely in accord with this Agreement. Any funds in the CID Revenue Fund that are not needed for current expenditures may be invested by the City pursuant to applicable laws relating to the investment of other District funds.

C. The City. The City agrees to perform for the District all functions incident to the administration and enforcement of the CID Sales Tax, to the extent not performed by the State, pursuant to the CID Act and this Agreement. The City shall also have the right to review and approve issuance of any Obligations by the District and the terms thereof.

Section 3.3. Administrative Fee for the District.

A. The City shall receive an Administrative Fee for administering the CID Sales Tax in the amount of one and one-half percent (1.5%) of the CID Sales Tax Revenue transferred to the District by DOR.

B. The City shall also be reimbursed from the CID Revenue Fund for third party professional service costs and other out-of-pocket expenses reasonably incurred by the City that are found by the City to be necessary in connection with implementation of this Agreement ("City Expenses"), subject to approval of the Board of Directors, either by approval of the District budget or by separate action of the Board of Directors. In the event that there are insufficient CID Sales Tax Revenue to reimburse the City for City Expenses, any unreimbursed City Expenses shall be paid by the Developer, who may seek reimbursement of same as an Operating Cost in accordance with this Agreement. In addition, if any outstanding TIF Bonds do not allow for CID Sales Tax Revenues to pay some or all of the Administrative Fee, Developer shall pay such amount, and Developer may seek reimbursement of same as an Operating Cost in accordance with this Agreement. However, in no event shall the aggregate amount of City Administrative Fee and City Expenses be paid or reimbursed from the CID Revenue Fund in excess of five percent (5%) of the CID Sales Tax Revenues paid into the CID Revenue Fund in any year.

C. Within thirty (30) days after utilizing funds from the CID Revenue Fund to pay or reimburse City Expenses, City shall provide written verification to the District of the amount and nature of such City Expenses. Upon the request of the District, City shall allow the District or its representatives an opportunity to review the accounts and records of City with regard to such City Expenses. In the event the District disputes the reasonableness of any portion of such City Expenses, the District may request, and the Board of Aldermen will hold, a hearing at which the District may present evidence as to why the City's payment from CID Sales Tax Revenue for such expenses should be reimbursed to the District.

D. The City shall invoice the Developer for any amounts Developer is required to advance under (B) and (C) above on a monthly basis, as necessary. The Developer shall pay such amounts within 30 days of receiving any such invoice. In the event that the Developer is delinquent in paying such invoiced fees, interest, compounding on a monthly basis, at the Prime Rate, shall be applied to such delinquent payments. Any payments received from the Developer pursuant to this Section shall be applied to the most recent invoiced fees first.

Section 3.4. District Operating Costs.

A. The City, on behalf of the District, shall pay for the Operating Costs of the District from CID Sales Tax Revenue in accord with **Section 3.6** of this Agreement. In the course of performing the administrative duties set forth in **Section 3.2**, the City may incur reasonable Operating Costs for the District, which are reimbursable Operating Costs subject to reasonable approval by the District. The Operating Costs shall be included in the District's annual budget, as provided in **Section 5.4.**

B. In the event that there are insufficient funds generated by CID Sales Tax Revenue in any fiscal year to cover the Operating Costs incurred with respect to such fiscal year, such costs shall be paid by the Developer, who may seek reimbursement of same as a CID Reimbursable Project Cost in accordance with this Agreement.

Section 3.5. Enforcement of the CID Sales Tax.

The District authorizes the City, to the extent permitted by law, to take all actions necessary for collection and enforcement of the CID Sales Tax. The City may, in its own name or in the name of the District, prosecute or defend an action, lawsuit or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure the payment of the CID Sales Tax. The District agrees to cooperate fully with the City and to take all actions necessary to effect the substitution of the City for the District in any such action, lawsuit or proceeding if the City shall so request.

Any costs incurred by any Party in an attempt to enforce and/or collect the CID Sales Tax pursuant to this Section shall be considered as an Operating Cost and reimbursed to such Party in accord with **Section 3.6** of this Agreement.

Section 3.6. Distribution of the CID Sales Tax Revenue.

Upon receipt of CID Sales Tax Revenues from DOR, the City, on behalf of the District, shall make disbursements of the CID Sales Tax Revenues on a monthly basis in the following order of priority to the extent that CID Sales Tax Revenues exist:

A. Pursuant to the TIF Act and the TIF Plan, for so long as tax increment financing is in effect within the Redevelopment Project Area, one-half (1/2) of the CID Sales Tax Revenue received by the City from the DOR as provided in this Agreement will be captured as Economic Activity Taxes and deposited by the City into the Special Allocation Fund, which amounts shall then be subject to distribution pursuant to the TIF Contract;

B. The City shall distribute to itself the Administrative Fee, as described in **Section 3.3**;

C. The City shall reimburse the approved Operating Costs of the District incurred by the City, the District, or the Developer and associated Financing Costs;

D. The City shall pay debt service as required in the ordinance and/or trust indenture for the CID-eligible portion of the Outstanding TIF Bonds.

E. Payment to/reimbursement of Developer (plus Financing Costs) for Developer's portion of the NID Special Assessment payments.

F. Payment of CID Reimbursable Project Costs (plus Financing Costs) not previously reimbursed from the proceeds of TIF Bonds.

Section 3.7. Records of the CID Sales Tax.

The City shall keep accurate records of the CID Sales Tax Revenue collected and all deposits and expenditures from the CID Revenue Fund. Such records and any other records pertaining to the CID Sales Tax shall be available to the District upon reasonable request by the District.

Section 3.8. Repeal of the CID Sales Tax.

Subject to limitations of the CID Act, the District shall remain in existence for the lifetime of the TIF Plan, plus the earlier of (a) seven (7) years; or (b) the length of time required to reimburse all Post-TIF CID Reimbursable Project Costs, plus any other CID-eligible expenses approved by the Board of Aldermen and the Board of Directors and all administrative and legal expenses necessary to operate the District; provided, however, in no event shall the term of the District exceed thirty (30) years. Upon the expiration of the District the City shall:

A. Retain the City's Administrative Fee and any unreimbursed City Expenses, if applicable, to which it is entitled in accordance with this Agreement.

B. Pay all outstanding Operating Costs.

C. Retain any remaining CID Sales Tax until such time as the CID is abolished and the CID has provided for the transfer of any funds remaining in a manner permitted by the CID Act.

ARTICLE 4: FINANCING CID IMPROVEMENTS

Section 4.1. Design and Construction of CID Improvements.

The District and the City both hereby acknowledge that the CID Improvements are a part of Project 2 of the TIF Plan being undertaken pursuant to the Redevelopment Agreement. The District and City hereby further acknowledge that the CID Improvements have been constructed in accordance with the TIF Plan, the TIF Contract, and the Original Cooperative Agreement and First Amendment to the Cooperative Agreement. The District's primary role is to fund and/or assist in the funding of the CID Improvements.

Developer shall indemnify, protect, defend and hold harmless the City and the District, and their respective officers, directors, members, commissioners, employees and agents 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 as a result of any acts or omissions of Developer, its constituent members or partners, their employees, agents, independent contractors, or licensees acting by, through or under such indemnifying parties, in connection with its or their activities conducted pursuant to this Agreement and/or in connection with the ownership, use or occupancy and development or redevelopment of the Redevelopment Area or a portion thereof and the CID Improvements, except for any claims, demands, liabilities and costs incurred due to the negligence or willful misconduct of City or District, or their respective employees, agents or assigns.

Section 4.2. Reserved.

Section 4.3. Reserved.

Section 4.4. Ownership of CID Improvements.

Grain Valley Marketplace Cinema Company, LLC and Developer shall have control of the CID Improvements in accordance with long-term leases until such time as the lease agreements are terminated. Upon termination of the lease documents, the CID Improvements will be deeded to the property owner's association of the development.

Section 4.5. New CID Improvements.

The District shall not undertake new improvement projects or services without the prior approval of the Board of Aldermen.

Section 4.6. Reserved.

ARTICLE 5: SPECIAL COVENANTS

Section 5.1. Records of the District.

The City, on behalf of the District, shall keep proper books of record and account in which full, true, and correct entries will be made of all dealings or transactions of or in relation to its business affairs in accordance with generally accepted accounting principles consistently applied.

In addition, the City, on behalf of the District, shall prepare annual audited financial statements of the District for each fiscal year no later than March 31st following the end of such fiscal year. For that purpose, all pertinent books, documents, and vouchers relating to the District's business, affairs, and properties shall at all times during regular business hours be open to the inspection of such accountant, other agent, or City official or employee (who may make copies of all or any part thereof provided that the confidentiality of all records shall be maintained pursuant to such confidentiality agreements as reasonably required) as shall from time to time be designated and compensated by the inspecting party.

Section 5.2. Notice and Consent by Tenants and Transferees.

A. Developer shall comply with **Section 27** of the TIF Contract regarding the leasing of project property.

B. Prior to the transfer of any project property, Developer shall comply with **Section 28** of the TIF Contract.

Section 5.3. Developer's Obligations to the City under Bond or Surety.

A. The Parties agree that the CID Improvements, or any portion thereof, which the Developer is or becomes obligated to the City to construct pursuant to any City Code provision or Ordinance, does not diminish the consideration to the District as recited in **Section 2.1** and shall be a CID Reimbursable Project Cost that may be reimbursed in accordance with this Agreement.

B. The Parties agree that in the event that the City constructs or causes to be constructed any portion of the CID Improvements pursuant to any action on a bond or other form of surety that is provided to the City by the Developer pursuant to the City Code or a City ordinance, then the City shall be entitled to reimbursement from the District for such CID Reimbursable Project Costs that are not paid or reimbursed to the City under such bond or surety.

Section 5.4. Annual Budget.

The City, on behalf of the District, shall prepare, or cause to be prepared, a budget for capital and operating expenses for the District's first fiscal year and each subsequent fiscal year of the District, in accordance with State law. Within a reasonable time after obtaining the Finance Director's approval of the Annual Budget, the Board of Directors shall approve the same. In the event that the City-Proposed Budget is not acceptable to the Board of Directors, then the immediately preceding year's approved Annual Budget, adjusted for inflation by a factor of the most current Consumer Price Index (CPI) for each expense category identified therein, which the City's Finance Director shall verify and approve, shall be deemed to be the approved Annual Budget for the then

upcoming fiscal year. Each Annual Budget for the District shall be prepared in accordance with all applicable state statutes including Section 67.010 RSMo, as amended.

ARTICLE 6: DEFAULTS AND REMEDIES

Section 6.1. Events of Default.

If the following event shall occur and be continuing following the expiration of any cure provisions herein, then such event shall constitute an Event of Default under this Agreement: failure by any Party in the performance of any covenant, agreement or obligation imposed or created by this Agreement (except as otherwise provided in **Section 5.2**), and the continuance of such default for ninety (90) days after a non-defaulting Party has given written notice to the defaulting Party specifying such default.

Section 6.2. Remedies on Default.

If any Event of Default has occurred and is continuing, then any non-defaulting Party may, upon its election or at any time after its election while such default continues, by mandamus or other suit, action or proceedings at law or in equity, enforce its rights against the defaulting Party and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Agreement.

Section 6.3. Rights and Remedies Cumulative.

The rights and remedies reserved by the Parties under this Agreement and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Parties shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 6.4. Waiver of Breach.

No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, a non-defaulting Party may nevertheless accept from the defaulting Party, any payment or payments without in any way waiving the non-defaulting Party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting Party.

Section 6.5. Excusable Delays.

No Party shall be deemed to be in default of this Agreement because of Excusable Delays. Excusable Delays shall extend the time of performance for the period of such excusable delay.

ARTICLE 7: MISCELLANEOUS

Section 7.1. Effective Date and Term.

This Agreement shall become effective on the date set forth on page one. Upon the expiration of the CID Sales Tax as provided in **Section 3.8**, and the abolishment of the District in accordance with Section 67.1481, RSMo, and the terms of this Agreement, this Agreement shall terminate.

Section 7.2. Immunities.

No recourse shall be had for any claim based upon any representation, obligation, covenant or agreement in this Agreement maintained against any past, present or future officer, member, employee, director or agent of the City, Developer or the District, or of any successor thereto, as such, either directly or through the City, Developer or the District, or any successor thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement. The District, as a separate political subdivision of the state, is responsible for compliance with all applicable state laws and agrees, to the extent permitted by law, to hold harmless and indemnify the City from and against all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorneys fees, resulting from, arising out of, or in any way connected with the District's failure to comply with any applicable state law.

Section 7.3. Modification.

The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement between the Parties. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

Section 7.4. Applicable Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri and all actions shall be heard in Jackson County Circuit Court.

Section 7.5. Validity and Severability.

It is the intention of the Parties hereto that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of 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 Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

Section 7.6. Execution of Counterparts.

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 7.7. Recording.

Upon full execution by City, Developer, and the District, this Agreement or a memorandum thereof shall be recorded by City, at Developer's expense, in the Office of the Recorder of Deeds for Jackson County, Missouri. Such expense shall be a CID Reimbursable Project Cost.

Section 7.8. City Approvals.

Unless specifically provided to the contrary herein, all approvals of City hereunder may be given by the City Administrator or his/her designee without the necessity of any action by the Board of Aldermen. The City Administrator, at his/her discretion, may seek the advice or consent of the Board of Aldermen for any requested approval.

Section 7.9. District Approvals.

Unless specifically provided to the contrary herein, all approvals of District hereunder may be given by the Chairman or his/her designee without the necessity of any action by the Board of Directors.

Section 7.10. Developer Approvals.

Unless specifically provided to the contrary herein, all approvals of Developer hereunder may be given by the agent of Developer.

Section 7.11. Authorized Employees

The Parties each acknowledge that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri. The Parties therefore covenant to each other that each Party for itself is not knowingly in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work related to this Contract, and that its employees are lawfully eligible to work in the United States.

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IN WITNESS WHEREOF, Developer, the District, and the City have caused this Agreement to be executed in their respective names and attested as to the date as set forth below.

CITY:

CITY OF GRAIN VALLEY, MISSOURI

By:_____
Mike Todd, Mayor

ATTEST:

_____
Cheney Parrish, City Clerk

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this ___ day of _____, in the year 2016, before me, a Notary Public in and for said state, personally appeared Mike Todd, the Mayor known to me to be the person who executed this Cooperative Agreement on behalf of the City of Grain Valley, Missouri and acknowledged to me that he executed the same for the purposes therein stated.

Subscribed and affirmed before me this ____ day of _____, 2016.

_____
Notary Public

My Commission Expires:

DEVELOPER:

STAR ACQUISITIONS, INC.

By:_____
Name: Timothy D. Harris
Title: President

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this _____ day of _____ in the year 2016 before me, a Notary Public in and for said state, personally appeared Timothy D. Harris, President of the SG Property Management, LLC, known to me to be the person who executed the within Cooperative Agreement on behalf of said limited liability company and acknowledged to me that he or she executed the same for the purposes therein stated.

Subscribed and affirmed before me this _____ day of _____, 2016.

_____
Notary Public

My Commission Expires:

CID:

GRAIN VALLEY MARKETPLACE
COMMUNITY IMPROVEMENT DISTRICT

By:_____
_____, Chairman

ATTEST:

_____
_____, Secretary

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this _____ day of _____, in the year 2016, before me, a Notary Public in and for said state, personally appeared _____, the Chairman of the Grain Valley Marketplace Community Improvement District, known to me to be the person who executed the within Cooperative Agreement on behalf of the Grain Valley Marketplace Community Improvement District and acknowledged to me that he executed the same for the purposes therein stated.

Subscribed and affirmed before me this _____ day of _____, 2016.

_____
Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION

DISTRICT AREA

All that part of the SE¼ of the SW¼ of Section 26, Township 49, Range 30 in Grain Valley, Jackson County, Missouri, more particularly described as follows: Commencing at State Route BB Centerline Sta. 1016+10, said point being 0.46 feet West of the West line of the SE¼ of the SW¼ of said Section 26 and 525.99 feet North of the Southwest corner thereof; thence due East and right angles to said Route BB Centerline 40 feet to the true point of beginning of subject tract. Said point also being on the Easterly right-of-way line of said Missouri Route BB; thence Northerly along the Easterly right-of-way line of said Missouri Route BB, to a point on the Westerly extension of the South line of the THE BREEZEWAY EXCLUSIVE BUSINESS PARK, a subdivision of land now in the City of Grain Valley, Jackson County, Missouri; thence Easterly along the Southerly line of said THE BREEZEWAY EXCLUSIVE BUSINESS PARK, to the most Southerly Southeast corner of Lot 14 of said THE BREEZEWAY EXCLUSIVE BUSINESS PARK, thence Easterly to the most Southerly Southwest corner of Lot 12 of said THE BREEZEWAY EXCLUSIVE BUSINESS PARK, thence Easterly along the Southerly line of said THE BREEZEWAY EXCLUSIVE BUSINESS PARK to the Southeast corner thereof, said point also being the Northeast corner of the SE¼ of the SW¼ of said Section 26; thence Southerly along the East line of the SE¼ of the SW¼ of said Section 26, to a point 378.80 feet, South of the North line thereof; thence West along a line 378.80 feet South of and parallel with the North line of the SE¼ of the SW¼ of said Section 26, to a point on the East line of the E½ of the W½ of the

SE¼ of the SW¼ of said Section 26; thence Southerly along the East line of the E½ of the W½ of the SE ¼ of the SW¼ of said Section 26 to a point on the North right-of-way line of Interstate Highway No. 70, as now established; thence Westerly along the North right-of-way line of said Highway No. 70 to a point on the West line of the E½ of the W½ of the SE¼ of the SW¼ of said Section 26; thence Southerly along the West line of the E½ of the W½ of the SE¼ of the SW¼ of said Section 26 to a point on the Northerly edge of the westbound exit ramp of Interstate Highway No. 70; thence Westerly along the Northerly edge of said exit ramp to a point on the Southerly extension of the Easterly right-of-way line of said Missouri State Route BB; thence northerly along the Southerly extension of the Easterly right-of-way line said Missouri Route BB, to the point of beginning, except for that part thereof designated as Parcel 12, Tracts I and II, and Parcel 13 described below:

PARCEL 12 - TRACT I

Commencing at the Southwest Corner of the Southeast Quarter of the Southwest Quarter of Section 26, Township 49, Range 30, in the City of Grain Valley, Jackson County, Missouri, thence North 00 degrees 50 minutes 00 seconds West along the West line of the Southeast Quarter of the Southwest Quarter of Section 26, Township 49, Range 30, a distance of 525.99 feet, thence North 89 degrees 18 minutes 41 seconds East, a distance of 403.93 feet; thence North 00 degrees 02 minutes 59 seconds East, a distance of 90.87 feet; thence North 89 degrees 18 minutes 41 seconds East, a distance of 15.00 feet to the True Point of Beginning of this description; thence continuing North 89 degrees 18 minutes 41 seconds East, a distance of 225.46 feet to a point that is 19.00 feet West of the East line of the West One half of the Southeast Quarter of the Southwest Quarter of Section 26, Township 49, Range 30; thence South 00 degrees 52 minutes 03 seconds East parallel to and 19.00 feet West of the East line of the West One half of said Quarter Quarter Section, a distance of 328.38 feet to a point on the

Northerly right of way line of Interstate Route 70 as now established; thence South 78 degrees 29 minutes 59 seconds West along said Northerly right of way line, a distance of 154.84 feet, thence North 71 degrees 28 minutes 05 seconds West along the Northerly right of way line of Interstate Route 70, a distance of 19.83 feet:, thence North 18 degrees 31 minutes 55 seconds East, a distance of 37.50 feet; thence South 71 degrees 28 minutes 05 seconds East, a distance of 34.50 feet, thence North 18 degrees 31 minutes 55 seconds East, a distance of 5.00 feet: thence North 71 degrees 28 minutes 05 seconds West, a distance of 34.50 feet; thence North 18 degrees, 31 minutes 55 seconds East, a distance of 6.55 feet; thence North 71 degrees 28 minutes 05 seconds West, a distance of 10.00 thence South 18 degrees 31 minutes 55 seconds West, a distance of 6.55 feet; thence North 71 degrees 28 minutes 05 seconds West, a distance of 30.50 feet; thence south 18 degrees 31 minutes 55 seconds West, a distance of 5.00 feet; thence South 71 degrees 28 minutes 05 seconds East, a distance of 30.50 feet; thence South 18 degrees 31 minutes 55 seconds West, a distance of 37.50 feet to a point on the Northerly right of way line at Interstate Route 70; thence North 71 degrees 28 minutes 05 seconds West along said Northerly right of way line, a distance of 51.75 feet; thence North 18 degrees 31 minutes 55 seconds East, a distance of 12.00 feet to the point of curve to the left having a radius of 114.07 feet; thence Northeasterly and Northwesterly along said curve to the left, a distance of 58.39 feet to the point of tangent of said curve; thence North 10 degrees 47 minutes 44 seconds West, a distance of 21.62 feet to the point of curve to the right having a radius of 286.03 feet; thence Northwesterly and Northerly along said curve to the right, a distance of 54.14 feet to the point of tangent of said curve; thence North 00 degrees 02 minutes 59 seconds East, a distance of 186.26 feet to the True Point of Beginning of this description.

PARCEL 12 - TRACT II

Commencing at the Southwest corner of the Southeast Quarter of the Southwest Quarter of Section 26, Township 49, Range 30, in the City of Grain Valley, Jackson County, Missouri; thence North 00 degrees 50 minutes 00 seconds West along the West line of the Southeast Quarter of the Southwest Quarter of section 26, Township 49, Range 30, a distance of 525.99 feet; thence North 89 degrees 18 minutes 41 seconds East, a distance of 403.93 feet; thence North 00 degrees 02 minutes 59 seconds East a distance of 90.87 feet; thence North 89 degrees 18 minutes 41 seconds East, a distance of 240.46 feet to the True Point of Beginning of this descriptions thence continuing North 89 degrees 18 minutes 41 seconds East, a distance of 19.00 feet to a point on the East line of the West One half of the Southeast Quarter of the southwest Quarter of said Section 26, Township 49, Range 30; thence South 00 degrees 52 minutes 03 seconds East along the East line of the West One half of the Southeast Quarter of the Southwest Quarter of said Section 26, a distance of 324.51 feet thence South 78 degrees 29 minutes 50 seconds West, a distance of 19.39 feet; thence North 00 degrees 52 minutes 03 seconds East, a distance of 328.38 feet to the True Point of Beginning of this description.

PARCEL 13

A tract of land in the West one-half of the Southeast Quarter of the Southwest Quarter of Section 26, Township 49, Range 30, in Jackson County, Missouri, more particularly described as follows: Commencing at the Southeast corner of said Southwest Quarter; thence South 89 degrees 44 minutes 52 seconds West along the South line of said Southwest Quarter a distance of 1330.41 feet to the Southwest corner of said Quarter Quarter Section; thence North 00 degrees 50 minutes 00 seconds West along the West line of said Quarter Quarter Section a distance of 525.99 feet to a point on the North line of a tract of land conveyed to the State of

Missouri for Interstate Route No. I-70 right of way as recorded in Document No. 729919 in Book 1344 at Page 135; thence North 89 degrees 18 minutes 41 seconds East along said North line and along the North line of the tract of land described in Document No. I-313125 recorded in Book I-811 at Page 54, a distance of 327.51 feet to the Northeast corner of the last said tract; thence South 00 degrees 02 minutes 59 seconds West a distance of 165.94 feet (deed 164.35 feet) to a point on the Northerly line of a tract of land conveyed to the State Highway Commission of Missouri, as described in Document No. 727313 in Book 1336 at Page 570 on July 9, 1959; thence South 36 degrees 04 minutes 30 seconds East along said Northerly right of way line a distance of 67.58 feet; thence continuing along said Northerly right of way on a bearing of South 71 degrees 28 minutes 05 seconds East a distance of 107.75 feet to the True Point of Beginning of this description; thence North 18 degrees 31 minutes 55 seconds East a distance of 37.50 feet; thence North 71 degrees 28 minutes 05 seconds West a distance of 30.50 feet; thence North 18 degrees 31 minutes 55 seconds East a distance of 5.00 feet; thence South 71 degrees 28 minutes 05 seconds East a distance of 30.50 feet; thence North 18 degrees 31 minutes 55 seconds East a distance of 6.55 feet; thence South 71 degrees 28 minutes 05 seconds East a distance of 10.00 feet; thence South 18 degrees 31 minutes 55 seconds West a distance of 6.55 feet; thence South 71 degrees 28 minutes 05 seconds East a distance of 34.50 feet; thence South 18 degrees 31 minutes 55 seconds West a distance of 5.00 feet; thence North 71 degrees 28 minutes 05 seconds West a distance of 34.50 feet; thence South 18 degrees 31 minutes 55 seconds West a distance of 37.50 feet to a point on the Northerly right of way line of Interstate Route No. I-70; thence North 71 degrees 28 minutes 05 seconds West along the Northerly right of way line of said Interstate Route No. I-70 a distance of 10.00 feet to the True Point of Beginning of this description, EXCEPT that part, if any, in roads.

AND ADDING THE FOLLOWING PARCELS:

Lots 1, 15, 16, 17 and 18, The Breezeway Executive Business Park, a subdivision in Grain Valley, Jackson County, Missouri, according to the recorded plat thereof, as well as that portion of land thereon platted as right-of-way for Breezeway Drive.

EXHIBIT B

MAP OF THE DISTRICT BOUNDARY

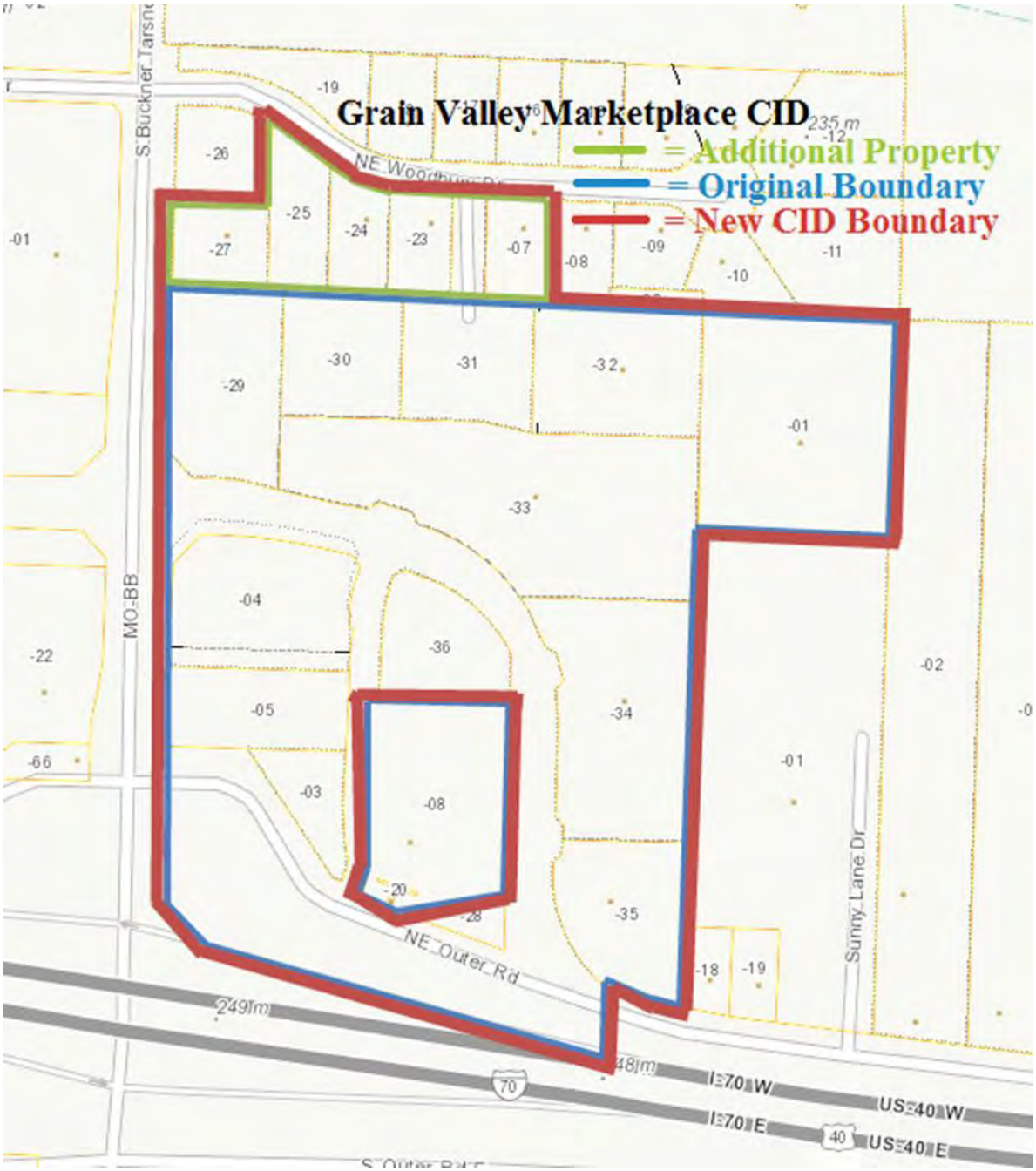

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EXHIBIT C-1
CID IMPROVEMENTS

Item No.	Description	Total Costs	CID Eligible Costs
3	Off-Site Borrow (School Tract)	$167,700	$167,700
9	Detention Basin	$135,000	$135,000
14	MSE Retaining Wall	$170,000	$170,000
15	Public Parking Lots & Drives	$644,700	$644,700
22	Contractor's Fee	$300,000	$29,856
23	Tank Removal/Demolition	$310,000	$290,290
25	Enhanced Lighting	$225,000	$225,000
26	Landscaping	$100,000	$100,00
27	Street/Sidewalk Enhancements	$200,000	$200,000

EXHIBIT C-2

NID COSTS

USES				
Description	Total Costs		NID	
Site Grading-Cut	$	216,400	$	-
Site Grading-Fill	$	308,100	$	-
Off-Site Borrow Material (School Tract)	$	167,700	$	-
Mass Grading Mobilization	$	54,000	$	-
Clearing & Disposal	$	50,000	$	-
Erosion Control/Seeding	$	111,800	$	27,545
Strip & Replace Top Soil	$	68,000	$	5,583
Fine Grading	$	75,000	$	2,468
Detention Basin (Sht. 3)	$	135,000		
Storm Sewer-Public (Sht. 2)	$	438,700	$	438,700
San. Sewer-Public (Sht. 2)	$	79,900	$	79,900
Water Lines-Public (Sht. 3)	$	161,300	$	161,300
Private Electrical (U/G) (Sht. 3)	$	244,800	$	-
MSE Retaining Wall	$	-		
Public Parking Lots & Drives (Sht. 2)	$	658,800	$	110,000
Private Storm Sewer (Sht. 4)	$	140,200	$	-
MODOT Grading	$	500,000	$	500,000
MODOT Concrete/Asphalt	$	1,000,000	$	1,000,000
Utility Relocate	$	120,000		
Permit/Engineering/Mitigation	$	365,900	$	245,915
Survey	$	50,000	$	14,180
Contractor's Fee	$	300,000	$	142,755
Tank Removal/Demolition	$	310,000		
Administrative/Legal	$	165,500	$	89,600
Enhanced Lighting	$	225,000	$	-
Landscaping	$	147,799	$	-
Street/Sidewalk Enhancements	$	85,000	$	40,000
Developer Fees	$	210,000	$	-
Land Cost	$	3,074,030	$	-
Vertical Const. (Larino)	$	7,337,696	$	-
Vertical Const. (Others)	$	9,000,000	$	-
City Reimbursable Costs (TIF)	$	75,000	$	-
Totals	$	25,875,625	$	2,857,946

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LAUBER MUNICIPAL LAW, LLC

Serving those who serve the public

Memo

To: Mayor and Board of Aldermen

Ryan Hunt, City Administrator

From: Joe Lauber, City Special Economic Development Legal Counsel

Date: May 4, 2016

Re: Outline of Key Points of the Second Amended and Restated Cooperative Agreement among the City of Grain Valley, the Grain Valley Marketplace CID, and STAR Acquisitions, Inc.

Background:

As required by the TIF Contract (considered for approval by the Board of Aldermen on May 9, 2016) the City Staff and Consultant team has negotiated a Second Amended and Restated Cooperative Agreement among the City, the Grain Valley Marketplace CID, and STAR Acquisitions, Inc.

Summary of Contents of Cooperative Agreement

- **Parties (3):**
  - City of Grain Valley ("City")
  - The Grain Valley Marketplace Community Improvement District ("District")
  - STAR Acquisitions, Inc. ("Developer")
- **Purpose:** to establish each Party's responsibilities with regard to the imposition, collection, administration and disbursement of CID sales tax revenues and the administration an operation of the District. The District's initial primary role is to fund/assist in the funding of the CID Reimbursable Project Costs, which are a component of TIF Redevelopment Project 2.
- **General Information**
  - **Term:** Sections 7.1 and 3.8
    - Under the Original Cooperative Agreement, it was the intent for the CID to remain in place for the lifetime of the Original TIF Plan, plus the earlier of:
      - Seven years; or
      - The length of time needed to reimburse all post-TIF CID Reimbursable Project Costs.
      - In no event shall the CID exist longer than 30 years.
    - Although the term of the CID was not amended in either the Amended Petition or Petition to Add Property, it is anticipated that it will not be necessary for the CID to remain in place beyond the life of the Second Amended TIF Plan.

- **Accounting and Budgeting:**
  - The City will continue to administer the sales tax on behalf of the District (i.e., make sure the District funds are used in accordance with the TIF Contract and the CID Cooperative Agreement). Section 3.2
  - The City will continue to receive an administrative fee in the amount of 1.5% of the total CID sales tax revenues transferred to the District by the Missouri Department of Revenue ("DOR"). Section 3.3
  - City will continue to keep the books and account for the CID revenues and maintain records regarding these activities on behalf of the District. Section 5.1
  - The City will continue to create a budget for the District's Board of Directors to approve each year. Section 5.4

- **CID Sales Tax**
  - The CID Board adopted Resolution No. 2011-14, imposing a sales tax at a rate of 1%. The sales tax will be in place until the District is terminated.
  - The CID sales tax will continue to be collected by DOR, as required in the CID Act. The DOR will continue to deposit these revenues with the City as the agent of the District. Section 3.1
  - DOR is responsible for enforcing payment of the sales tax, but the District has authorized the City to carry out enforcement activities to the extent permitted by law if that becomes necessary. Section 3.5
  - The City will distribute the CID sales tax revenues in accordance with the "waterfall" provided in Section 3.6
    - First one-half (1/2) of the CID Sales Tax Revenue will be captured as EATs by the TIF;
    - Next to pay the City's Administrative Fee
    - Next to cover CID Operating Costs;
    - Next to pay scheduled debt service on the CID-eligible portion of the Outstanding TIF Bonds;
    - Next to pay/reimburse Developer for Developer's portion of the NID Special Assessment payments; and
    - Finally to reimburse the Developer for the cost of CID Reimbursable Project Costs not previously reimbursed from the proceeds of TIF Bonds.

- **Projects:** (Defined at p 3, which cross references Exhibit C)
  - The CID Project consists of the items identified on Exhibit C-1 of the CID Cooperative Agreement which is set forth below.

Item No.	Description	Total Costs	CID Eligible Costs
3	Off-Site Borrow (School Tract)	$167,700	$167,700
9	Detention Basin	$135,000	$135,000
14	MSE Retaining Wall	$170,000	$170,000
15	Public Parking Lots & Drives	$644,700	$644,700
22	Contractor's Fee	$300,000	$29,856
23	Tank Removal/Demolition	$310,000	$290,290
25	Enhanced Lighting	$225,000	$225,000

26	Landscaping	$100,000	$100,00
27	Street/Sidewalk Enhancements	$200,000	$200,000

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Resolutions

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CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM		
MEETING DATE	05/09/2016	
BILL NUMBER	R16-27	
AGENDA TITLE	**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY AUTHORIZING THE CITY ADMINISTRATOR TO EXTEND, FOR ONE CONTRACT PERIOD, THE AGREEMENT FOR ON-CALL ENGINEERING/CONSULTING SERVICES WITH BARTLETT & WEST, INC.**	
REQUESTING DEPARTMENT	Community Development	
PRESENTER	Ken Murphy, Community Development Director	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	210-55-72010 600-60-72010 600-65-72010
	Balance Available:	$50,000
	New Appropriation Required:	[ ] Yes [x] No
PURPOSE	To provide on-call planning and design of Grain Valley projects.	
BACKGROUND	The current on-call engineering contract will expire May 22nd. The contract with Bartlett & West has a contract period extension provision. This will extend the contract for an additional two years.	
SPECIAL NOTES	There is no change to the contract or price schedule.	
ANALYSIS	Bartlett & West has provided quality services over the past two years and is currently involved in several design projects.	
PUBLIC INFORMATION PROCESS	N/A	

BOARD OR COMMISSION RECOMMENDATION	N/A
DEPARTMENT RECOMMENDATION	Staff recommends approval
REFERENCE DOCUMENTS ATTACHED	Resolution & General Services Agreement for Consulting Engineering Services

CITY OF GRAIN VALLEY | **STATE OF MISSOURI**

May 9, 2016

RESOLUTION NUMBER *R16-27* | SPONSORED BY *ALDERMAN PALECEK*

A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO EXTEND, FOR ONE CONTRACT PERIOD, THE AGREEMENT FOR ON-CALL ENGINEERING/CONSULTING SERVICES WITH BARTLETT & WEST, INC.

WHEREAS, the Board of Aldermen of the City of Grain Valley, Missouri, must approve all contracts; and

WHEREAS, the current on-call engineering services contract will be expiring; and

WHEREAS, staff has determined that Bartlett & West Inc. meets the needs of the community and will provide quality and successful planning, and design of Grain Valley projects; and

WHEREAS, the Board of Aldermen have reviewed this recommendation and believe it to be in the best interest of the City.

NOW THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Grain Valley, Missouri as follows:

SECTION 1: The City Administrator is hereby authorized to extend, for one contract period, the Agreement for on-call engineering/consulting services with Bartlett & West Inc.

PASSED and APPROVED, via voice vote, (-) this 9th day of May, 2016.

_____

Mike Todd
Mayor

ATTEST:

_____

Chenéy Parrish
City Clerk

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GENERAL SERVICES AGREEMENT
FOR
CONSULTING ENGINEERING SERVICES

THIS AGREEMENT is entered into as of the 22 day of May, 2014 (the "Effective Date"), by and between Bartlett & West, Inc., a Kansas corporation, having an office at 228 NW Executive Way, Lee's Summit, Missouri 64063 (the "Consultant") and the City of Grain Valley, Missouri, a Missouri municipal corporation (the "City").

WHEREAS, the City desires to engage the Consultant to provide services to the City regarding consulting engineering services as more fully described below.

NOW, THEREFORE, in consideration of the promises and mutual covenants between the parties and for other good and valuable consideration the receipt of which is acknowledged by the parties, they agree as follows.

1. **Term of Agreement.**

The Term of this Agreement shall be for two (2) years. If the Engineer/ Consultant and owner agree on the first two (2) years performance, this contract may be renewed for one (1) additional contract period. Note that the first two (2) years of performance shall run for two (2) years beginning at the time of the contract execution. The City shall reserve the right to terminate the current contract upon its stated expiration and solicit new bids. The option to renew is at the discretion of the Board of Aldermen and may be based on reasons other than performance. If the option is exercised, the Consultant shall negotiate any new or modified charges with the City and acceptance is subject to the approval of the Board of Aldermen.

2. **Scope of Services.**

The Consultant shall provide the Project Services requested by the City. The Consultant will hire, train, supervise, direct the work of, and discharge all personnel engaged by them to perform the Project Services. The Consultant is solely responsible for payment of wages, salaries, fringe benefits and other compensation of, or claimed by, the Consultant's personnel in the performance of the Project Services, including, without limitation, contributions to any employee benefit plans and all payroll taxes.

The Consultant will utilize the personal services of its staff to deliver the Project Services. The Consultant may also engage third-party contractors and other parties in connection with its performance of the Project Services, subject to prior approval by the City.

In addition to the Project Services to be provided pursuant to this Agreement, the City may select the Consultant to provide professional engineering services on projects which are otherwise capable of being the subject of a stand-alone agreement. This Agreement is non-exclusive. In the event the Consultant is engaged to provide such services, the City and the Consultant shall enter into a written supplemental agreement describing the scope of services to be provided by the Consultant and the

City, providing for compensation for services to be provided by the Consultant, and providing completion times for said services.

The Consultants representative shall be available to the City for consulting or other input regarding engineering, planning, surveying, and construction administration/observation concerns during regular work hours. It is understood by all parties that the nature of these consultants may be such that opinions can be rendered during the course of the telephone conversation or with not more than a minimal amount of research.

The consulting representative shall attend Planning and Zoning Commission meetings, Board of Aldermen meetings and other meetings when requested, to consult or report to the City on any engineering, planning, surveying, and construction administration/observation of other projects or concerns which have been brought to the attention of the Consultant by the City.

The Consultant shall assist the City, as requested, in its general consideration of budget items or expenditures relating to said engineering concerns.

The entire engineering, planning, surveying, and construction administration/observation capabilities of the Consultant shall be available to the City through the consulting representative. The Consultant has the capability to provide and shall provide upon request by the City such services as development of involved estimates of cost for engineering projects that the City contemplates undertaking.

The Consultant shall provide upon request such other services as boundary or topographic surveys, map preparation, grant application preparation, budget assistance, or plan review for projects designated by the city.

The Consultant shall also identify and evaluate technical services which are beyond the technical capabilities of the Consultant, i.e., biology, archaeology, architecture, geology, certain laboratory functions, and subsurface exploration. The Consultant shall bill the City only for services requested and rendered in identifying, evaluating and contracting for these services.

The City shall provide to the Consultant all property surveys, subdivision plats, plans and specifications for previous improvements and any other pertinent documents which are readily available in City offices and which are needed by the Consultant to complete any assigned consulting services.

The City shall schedule the appropriate time for the consulting representatives to be present at meetings.

3. **Compensation and Invoices.**

A. The City agrees to compensate the Consultant, on an hourly rate basis, for general services in accordance with the Compensation Schedule contained in Exhibit A. Those rates are subject to adjustment bi-annually from the date of this contract.

B. The City will pay all proper invoices within thirty (30) days of receipt. The following establishes the invoice procedure:

1. All invoices shall contain a narrative entry sufficient to describe the work or task performed and an indication of the person and job classification that performed the work.
2. Time shall be billed in quarter hour increments.
3. The Consultant shall not charge the City more than $0.10 per page (for 8 ½ x 11" paper). If the need for an outside copying job (e.g., Kinko's) arises, Consultant shall only bill the actual cost incurred for photocopying with no markup.
4. All other out-of-pocket expenses will be for actual cost only with no markup (includes meals, hotels, courier, printing of plan sheets, special delivery services, etc.).

4. The City's Responsibilities.

The City shall give prompt notice to the Consultant of any matters of which the City becomes aware that may affect the Project Services of the Consultant. The City shall cooperate with the Consultant in performing the Project Services by making available at reasonable times and places relevant City documents and pertinent City officers and employees to advise, assist, consult and direct the Consultant.

5. Insurance.

A. General Provisions. The Consultant shall provide the City evidence of liability insurance and shall maintain, during the life of the Agreement, insurance acceptable to the City which will afford protection and coverage in accordance with the requirements set forth below.

B. Limits and Coverage.

1. A policy of insurance for Commercial General Liability Coverage and Automobile Liability Coverage shall be provided in the aggregate amount of not less than $2,000,000 for all claims arising out of a single accident or occurrence and $1,000,000 for any one person in a single accident of occurrence. The City shall be listed as an additional insured. The policy shall not be cancelled, or materially modified so as to be out of compliance with the requirements of this section, or not renewed without thirty (30) days advance written notice of such event being given to the City. This coverage shall provide protection for all operations by the Consultant. The Consultant shall require similar coverage policies to be in place for any sub consultant or any sub-sub consultant or by anyone directly employed by any of them.

2. The Consultant shall obtain and maintain Workers' Compensation Insurance for a limit of $500,000 for all of their respective employees, and in case any work is sublet, the Consultant shall require any subcontractors to provide Workers'

Compensation insurance for all subcontractor's employees, in compliance with Missouri law. The Consultant hereby indemnifies the City for any damage resulting to it from failure of either the Consultant or any contractor or subcontractor to obtain and maintain such insurance. The Consultant shall provide the City with a certificate of insurance indicating Workers' Compensation coverage by the Effective Date.

3. Professional Liability Insurance covering claims resulting from engineering and surveying errors and omissions with a limit of $2,000,000 per occurrence.

4. All insurance shall be procured through agencies and be written by insurance companies which are acceptable to the City, e.g., all coverage's should be placed by Insurance Carriers that are licensed to do business in the State of Missouri as an admitted Carrier and all coverage's placed are subject to the City's approval as to form and content, as well as Carrier. All required coverage's shall be obtained and paid for by the Consultant.

6. **Relationship of Parties.**

It is the intent of the parties that the Consultant shall be an independent contractor in its capacity hereunder. Nothing herein shall be construed to create an employer-employee relationship. All services performed pursuant to this Agreement shall be performed by the Consultant as an independent contractor. The Consultant shall not have the power to bind or obligate the City except as set forth in this Agreement or as otherwise approved by the City in writing.

7. **Notices.**

Any notice, approval or other communication between the City and the Consultant pursuant to this Agreement shall be made in writing and shall be deemed to be effective upon receipt or refusal of service and may be given by personal delivery, courier, reliable overnight delivery or deposit in the United States mail, postage prepaid, registered or certified, return receipt requested, to the address specified below or to such other address as may later be designated by written notice of the other party:

The City:	City of Grain Valley Attn: Rick Arroyo, City Engineer 711 main St. Grain Valley, Missouri 64029
Bartlett & West, Inc.:	Bartlett & West, Inc. Attn: Kelly S. Sunderland 228 NW Executive Way Lee's Summit, Missouri 64063

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the City and the Consultant.

8. **Disputes.**

In the event of a dispute between the City and the Consultant arising out of or related to this Agreement, the aggrieved party shall notify the other parties of the dispute within a reasonable time after such dispute arises in an effort to resolve the dispute by direct negotiation or mediation. During the pending of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. The parties agree to participate in a minimum of two (2) hours mediation to attempt to resolve any dispute hereunder, and said mediation is a condition precedent to filing any type of lawsuit or claim. The parties will attempt to select a mutually-agreeable mediator, but, if they cannot agree, then each party will submit the name of a mediator, and those two (2) mediators will select a third mediator whose designation shall be binding upon the parties. The parties shall equally pay for the costs of the mediation.

9. **Waiver.**

A waiver by any party of any breach of this Agreement by any other party shall only be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach or the same kind of breach on another occasion.

10. **Severability.**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any invalid, illegal or unenforceable provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be invalid, illegal or unenforceable. The parties further agree to amend this Agreement to replace any stricken provision with a valid, legal and enforceable provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Agreement from being invalidated should a provision which is of the essence of this Agreement be determined to be invalid, illegal or unenforceable.

11. **Entire Agreement; Governing Law.**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and negotiations with respect thereto. This Agreement may be amended only by a written instrument signed by all parties. This Agreement shall be governed by the laws of the State of Missouri. In the event this Agreement is litigated, venue shall be proper only in the Circuit Court of Jackson County, Missouri.

12. **Termination.**

The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days' advance written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination, Consultant will be paid for all services rendered to the date of termination, all Reimbursable Expenses and termination expenses as agreed by both parties. If any work or service hereunder is in progress, but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted.

13. **Assignment.**

Neither the City nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent may be granted or withheld in such other party's absolute discretion. Nothing contained in this Section shall prevent the Consultant from engaging independent consultants, associates, and subcontractors to assist in performance of the Project Services subject to prior approval by the City.

14. **No Third Party Rights.**

The provisions of this Agreement shall not be deemed to create any third party benefit hereunder for any member of the public or to authorize any one, not a party hereto, to maintain suit pursuant to the terms of this Agreement.

15. **Counterparts.**

This Agreement may be executed in separate counterparts.

16. **Good Faith Efforts and Cooperation.**

The parties agree to use good faith efforts in a professional manner in the performance of their services and covenants in this Agreement and to cooperate at all times and coordinate their activities as necessary during the Term of this Agreement to assist in performance of the Project Services and to ensure performance of the Project Services in an efficient and timely manner.

17. **Authority.**

Each party represents to the other parties that it has the power and authority to enter into this Agreement and that the person(s) executing it on its behalf has the power to do so and to bind it to the terms of this Agreement. The City represents that it has taken all action necessary or appropriate to authorize the City to execute, deliver and perform this Agreement and to cause it to be binding upon the City. The Consultant represents that it has taken all action necessary or appropriate to authorize it to execute, deliver and perform this Agreement and to cause it to be binding upon the Consultant.

18. **Covenant Against Contingent Fees.**

The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

19. **Ownership of Documents.**

Payment by City to Consultant as provided herein shall vest in City title to all drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material produced by Consultant exclusively for the Project Services performed pursuant to this Agreement up to the time of such payments, and the right to use the same without other or further compensation, provided that any use for another purpose shall be without liability to the Consultant. Consultant will provide City will drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material produced by Consultant exclusively for the Project Services within five (5) business days of receiving a request by City for the same, subject to reasonable reproduction costs but not search time costs.

20. **Compliance with Laws.**

Consultant shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the Project Services. Consultant shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement.

21. **Consultant's Endorsement.**

Consultant shall endorse as necessary all plans, specifications, estimates, and engineering data furnished by it. The Consultant will, as a matter of professional practice, affix a professional seal signed and dated by the professional of record to the final copy of all completed plans, surveys, or reports.

22. **Inspection of Documents.**

Consultant shall maintain all records pertaining to the Project Services for inspection, upon reasonable advance notice and during normal business hours at Consultant's place of business, by a City representative during the contract period and for ten (10) years from the date of final payment for each individual project performed pursuant to this Agreement.

23. **Indemnification and Hold Harmless.**

Consultant shall indemnify and hold harmless City and its officers, agents, employees, elected or appointed officials, and attorneys, each in their official and individual capacities, from and against judgments, damages, losses, expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Consultant, or its employees, or subcontractors, in the performance of Consultant's duties under this Agreement, or any supplements or amendments thereto.

24. **Professional Responsibility.**

Consultant will exercise reasonable skill, care, and diligence in the performance of its services in accordance with customarily accepted professional engineering practices. If Consultant fails to meet the foregoing standard, Consultant will perform at its own cost, and without reimbursement from City, the professional engineering services necessary to correct errors and omissions that are caused by Consultant's failure to comply with above standard.

25. **Tax Exempt.**

City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Agreement shall be deemed to have been accomplished within the State of Missouri.

26. **Safety.**

In the performance of the Project Services, Consultant shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent federal, state and/or local safety or environmental codes.

27. **Anti-Discrimination Clause.**

Consultant and its agents, employees, or subcontractors shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

IN WITNESS WHEREOF, the Consultant and the City have executed this Agreement as of the Effective Date.

BARTLETT & WEST, INC.:

By: Kelly Sunderland

Name: Kelly S. Sunderland

Title: Vice President

GRAIN VALLEY, MISSOURI:

By: Alexa Barton

Name: Alexa Barton

Title: City Administrator

BARTLETT & WEST, INC.
Exhibit A
SCHEDULE OF HOURLY CHARGES
Grain Valley, MO
Mid 2014 – Mid 2016

Engineer XI/Landscape Arch XI	$240.00
Engineer X/Landscape Arch X	229.00
Engineer IX/Landscape Arch IX	216.00
Engineer VIII/Landscape Arch VIII	200.00
Engineer VII/Landscape Arch VII	185.00
Engineer VI/Landscape Arch VI	166.00
Engineer V/Landscape Arch V	155.00
Engineer IV/ Landscape Arch IV	143.00
Engineer III/Landscape Arch III	132.00
Engineer II/Landscape Arch II	120.00
Engineer I/Landscape Arch I	108.00
Engineering Technician XI	$194.00
Engineering Technician X	168.00
Engineering Technician IX	152.00
Engineering Technician VIII	132.00
Engineering Technician VII	120.00
Engineering Technician VI	109.00
Engineering Technician V	101.00
Engineering Technician IV	93.00
Engineering Technician III	80.00
Engineering Technician II	73.00
Engineering Technician I	68.00
Surveyor VIII	$162.00
Surveyor VII	152.00
Surveyor VI	141.00
Surveyor V	126.00
Surveyor IV	115.00
Surveyor III	102.00
Surveyor II	89.00
Surveyor I	77.00
Survey Technician VI	$100.00
Survey Technician V	87.00
Survey Technician IV	75.00
Survey Technician III	64.00
Survey Technician II	58.00
Survey Technician I	52.00
Field Representative X	$156.00
Field Representative IX	145.00
Field Representative VIII	132.00
Field Representative VII	119.00
Field Representative VI	108.00
Field Representative V	97.00
Field Representative IV	88.00
Field Representative III	79.00
Field Representative II	72.00
Field Representative I	65.00
Right-of-Way Specialist IV	$219.00
Right-of-Way Specialist III	183.00
Right-of-Way Specialist II	159.00
Right-of-Way Specialist I	141.00

Right-of-Way Technician V	$116.00
Right-of-Way Technician IV	105.00
Right-of-Way Technician III	95.00
Right-of-Way Technician II	85.00
Right-of-Way Technician I	72.00
GIS Coordinator VIII	$240.00
GIS Coordinator VII	229.00
GIS Coordinator VI	216.00
GIS Coordinator V	202.00
GIS Coordinator IV	190.00
GIS Coordinator III	171.00
GIS Coordinator II	152.00
GIS Coordinator I	140.00
GIS Developer/DBA V	$183.00
GIS Developer/DBA IV	171.00
GIS Developer/DBA III	160.00
GIS Developer/DBA II	147.00
GIS Developer/DBA I	135.00
GIS Analyst V	$152.00
GIS Analyst IV	141.00
GIS Analyst III	128.00
GIS Analyst II	116.00
GIS Analyst I	104.00
GIS Technician IV	$104.00
GIS Technician III	92.00
GIS Technician II	79.00
GIS Technician I	68.00
Computer Systems Manager	$150.00
Systems Analyst	146.00
Network Administrator	121.00
IS Support Specialist	85.00
Computer Systems Technician III	97.00
Computer Systems Technician II	85.00
Computer Systems Technician I	68.00
Administrator V	$134.00
Administrator IV	116.00
Administrator III	98.00
Administrator II	88.00
Administrator I	78.00
Administrative Technician V	$80.00
Administrative Technician IV	71.00
Administrative Technician III	62.00
Administrative Technician II	56.00
Administrative Technician I	49.00
Client Services Representative	$92.00

CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM		
MEETING DATE	05/09/2016	
BILL NUMBER	R16-28	
AGENDA TITLE	**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH RAY COUNTY, MISSOURI FOR CONFINEMENT OF PRISONERS AT THE RAY COUNTY CORRECTIONAL FACILITY**	
REQUESTING DEPARTMENT	Police	
PRESENTER	David Starbuck, Chief of Police	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	100-15-73650
	Balance Available	$24,000
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	To provide detention services for persons arrested by Grain Valley Police Department, pending release by court or bond	
BACKGROUND	Adults arrested by the Grain Valley Police Department, who are unable to immediately post bond on various charges and warrants, must be transferred to a county jail. The Ray County Sheriff's Department in Henrietta, MO has agreed to provide secure detention services for adults in compliance with all requirements of state, local and federal law and consistent with industry standards.	

SPECIAL NOTES	Current detention services are handled by the Johnson County, MO Sheriff's Department however that agency does not wish to enter into a written agreement with Grain Valley, nor able to guarantee service whenever needed.
ANALYSIS	None
PUBLIC INFORMATION PROCESS	None
BOARD OR COMMISSION RECOMMENDATION	None
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Resolution, Agreement for Confinement of Prisoners between Ray County Correctional Facility and Grain Valley Police Department

CITY OF GRAIN VALLEY | **STATE OF MISSOURI**

May 9, 2016

RESOLUTION NUMBER
R16-28

SPONSORED BY:
ALDERMAN ARNOLD

A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINSTRATOR TO ENTER INTO AN AGREEMENT WITH RAY COUNTY, MISSOURI FOR CONFINEMENT OF PRISONERS AT THE RAY COUNTY CORRECTIONAL FACILITY

WHEREAS, the Board of Aldermen of the City of Grain Valley, Missouri is dedicated to employee and public safety; and

WHEREAS, the Grain Valley Police Department must utilize secure detention facilities to house persons arrested on charges, awaiting their release on bond or court order; and

WHEREAS, the Board of Aldermen has set the funds aside for this expense in the 2016 Fiscal Year Budget via Ordinance #2347; and

WHEREAS, the Ray County, Missouri Sheriff's Department has agreed to provide the required detention services for all persons referred by Grain Valley Police Department;

NOW THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Grain Valley, Missouri as follows:

SECTION 1: The City Administrator is hereby authorized to enter into an Agreement for Confinement of Prisoners with the Ray County Correctional Facility, operated by the Ray County Sheriff's Department.

PASSED and APPROVED, via voice vote, (-) this 9th Day of May, 2016.

_____
Mike Todd
Mayor

ATTEST:

_____
Chenéy Parrish
City Clerk

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AGREEMENT FOR CONFINEMENT OF PRISONERS

This agreement is made and entered into on _____, by and between Ray County Correctional Facility, a Missouri public entity (hereinafter referred to as "**Facility**"), and City of Grain Valley, MO Police Department. (hereinafter referred to as "**Agency**".

SERVICES PROVIDED: Facility shall provide detention services, food, clothing, shelter and other usual services for low to medium custody level prisoners of Agency (hereinafter referred to as "Inmates") being confined at "Facility", which is located at 200 W. 9th St., Henrietta, Missouri 64036. Facility shall not move prisoners to any other location or turn prisoners over to the control or custody of any other person, agency or governmental entity without the prior written consent of the "Agency".

a) **Quality of Care and Treatment:** Facility shall at all times treat and care for all inmates in a humane, appropriate and professional manner in compliance with all requirements of state, local and federal law and consistent with industry standards. Nothing contained within this Agreement shall be construed to authorize or permit the imposition of any type of discipline prohibited by the laws, constitutions or administrative regulations of the State of Missouri or the United States of America.
b) **Licensing and Structures:** Facility shall maintain and ensure all necessary and appropriate licensing requirements, permits and building, fire, health and safety codes. Facility warrants to the Agency that the structure of the Facility meets or exceeds all applicable building codes and standards.
c) **Record Keeping:** Facility shall maintain accurate, timely and confidential records with regard to the behavior, health, classification, disciplinary history and complaints made by and/or against all Inmates confined at the Facility. Facility shall also maintain records on Inmates regarding all incidents involving use of force, inmate injuries, grievance, complaints, claims or lawsuits lodged against Facility. The agency shall have a right of access to such records, and Facility expressly agrees to provide Agency with copies of such records upon request.
d) **Training:** Facility warrants to Agency that all of its employees are and will continue to be properly trained in the supervision and care of inmates in a humane, appropriate and professional manner in compliance with all requirements of state, local and federal law and consistent with industry standards, including training with regard to anti-discrimination policies (as provided in Paragraph 23 herein).
e) **Pre-employment Screening and Background Checks:** Facility warrants to Agency that all of its employees or independent contractors who may come into contact with inmates or inmates property are and will continue to be properly screened, including appropriate background checks, in compliance with all requirements of state, local and federal law and consistent with industry standards, prior to their employment with Facility or interaction with Inmates referred to Facility by the Agency.

f) **Notification:** Facility shall immediately notify Agency of any of the following events: the death of an Inmate, the emergency medical treatment of an Inmate, the escape of an Inmate, the filing of a claim, lawsuit or administrative action against the Facility with regard to its treatment of Inmates, or use of any force on or against an Inmate.

g) **Release of Inmates:** Facility shall release Inmates only to the Agency. Facility shall not release Inmates into the general populace or to any other agency absent the specific written directive to do so from the Agency. Facility shall not grant furloughs or passes to any Inmates without the specific written authorization of the Agency. Under no circumstances will an Inmate be released from Facility to the local community.

h) **Resident Agent:** Facility shall designate a local agent for the acceptance of service in the State of Missouri.

i) **Access to the Court System:** Facility shall ensure that all inmates referred by the Agency shall have access to the court system. The agency is responsible for transportation to and from court.

2) **Costs:** In consideration of the services provided to the Agency under Paragraph 1 above, the Agency shall pay Facility a daily rate per Inmate of **$40.00** for males and females payable monthly, within thirty days of receipt of a monthly invoice for same. This per diem rate is subject to change by Facility upon providing Agency with not less than 90 days written notice of such change. Or agency can terminate with 60 days written notice if you do not agree of change.

3) **Medical Needs:**

a) **Emergency Care:** In the event of an emergency situation, ambulance service will be requested. Emergency care will be delivered at Ray County Memorial Hospital in Richmond, MO. Ambulance service, emergency room costs and any testing while in the emergency room will not be covered by the Facility. If admissions to the hospital or transfer to another healthcare facility is required, prior authorization will be obtained from Agency by the Facility. All costs associated with inpatient care or costs associated with transfer to another healthcare facility will be the responsibility to the Agency. Nothing herein shall be construed as limiting the Agency's authority to recover said costs pursuant to Section 221.120RSMo through any health insurance policy of the inmate and/or through the assets of the inmate or as otherwise provided by law.

b) **Records:** Facility shall maintain medical records with correctional records for any who received medical care from Facility.

c) Agency will be responsible for all prescriptions for each inmate. Agency will be billed monthly for all prescriptions. Nothing herein shall be construed as limiting Agency's authority to recover said costs pursuant to Section221.120RSMo through health insurance policy of the inmate and /or through assets of the inmate.

4) **Inmate History:** Will take all inmates, but need to be notified of all medical and escape factors. Of which agency is aware.

5) **Reservation:** Facility reserves the right to refuse any Inmate from the Agency to admittance into the Facility that is not fit for confinement. Example: (obvious physical injuries, wheelchair bound, serious medical conditions)

6) **No Third Party Beneficiary Enforcement:** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and Facility, and nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other person on this Agreement. It is the express intention of the Agency and Facility that any entity, other than the Agency or Facility, receiving services or benefits under this Agreement, shall be deemed an incidental beneficiary only. This Agreement is not intended to create any rights, liberty interest, nor entitlements in favor of any Inmates. The Agreement is intended only to set forth the contractual rights and responsibilities of the parties hereto. Inmates shall have only those entitlements created by Federal and State constitutions, statutes, regulations or case law.

7) **Term:** This Agreement shall be in full force and effect for a period of one (1) year from the date of this Agreement. Irrespective thereof, either party may terminate this Agreement at any time upon giving 60 days written notice to the other party, provided that, the Agency may immediately terminate this Agreement and incur no liability if any Inmate has been mistreated in violation of Paragraph 1 of this Agreement.

8) **Insurance:** Facility shall maintain general liability and motor vehicle insurance and any necessary correctional, professional or commercial vehicle liability riders in the minimum amount of one million ($1,000,000.00) per occurrence and three million ($3,000,000.00) aggregate and shall furnish to the Agency proof of said liability coverage in a regular and commercially reasonable manner. Agency, in the name, City of Grain Valley, MO , shall be an additional insured on any and all such policies. Facility agrees to notify the Agency of any changes in said insurance coverage. Facility shall maintain workers compensation insurance or a certified self-insurance plan in the statutory minimum.

9) **Right of Inspection:** The agency shall have the right to inspect at any reasonable time the correctional facility owned by Facility, which houses Inmates.

10) **Death of an Inmate:** In the event of the death of an Inmate, Facility shall immediately notify the Agency. Arrangements shall be made by Facility to transport the body to the coroner of the local jurisdiction. The Agency shall assume full responsibility for said body upon its return to the Agency's jurisdiction. Facility shall also furnish the Agency with a certified copy of the death certificate for any Inmate who dies while in the custody of the Facility.

11) **Escapes:** In the event of the escape of an Inmate in the care of Facility, Facility shall immediately notify the Agency and the local authorities. Facility

shall take any necessary steps to assist in the apprehension of the escaped inmate. Facility shall bear any and all cost and/or charges as the result of the escape.

12) **Governing Law; Disputes:** Any disputes arising under this Agreement shall be governed under the laws of the State of Missouri and any such action brought to enforce any of the rights or obligations arising hereunder shall be submitted to arbitration in at a location in Richmond, Missouri, to be administered by the American Arbitration Association in accordance with its rules and regulations.

13) **Agreement:** This Agreement represents the entire agreement between the parties hereto. All prior representations, agreement and understandings are superseded hereby.

14) **Amendment:** This Agreement may be amended, modified or supplemented only by a written instrument signed by each of the parties hereto.

15) **Notices:** All notices provided under this Agreement shall be in writing and shall be served by mailing, hand delivering or facsimile transmission as follows.

If to the Facility:	If to the Agency:
Ray County Correctional Facility	Grain Valley Police Department
200 W. 9th Street	711 Main Street
Henrietta, MO 64036	Grain Valley, MO 64029

Either party may change their notification address or facsimile number upon reasonable notification of such change given to the other party.

16) **Independent Contractor Status:** Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party. This Agreement is not intended to be, and will not constitute or otherwise recognize a joint venture, partnership agreement, relationship or formal business organization or association of any kind between the parties; and the rights and obligations of the parties shall be only those expressly set forth in the Agreement and contract documents incorporated by reference herein. Facility shall be solely responsible for the acts of Facility, its agents, employees and subcontractor. Facility shall have the total responsibility for all salaries, wages, workers' compensation insurance, unemployment compensation, bonuses, retirement, withholdings, other benefits and all taxes and premiums appurtenant thereto concerning such persons and shall hold the Agency harmless with respect thereto.

17) **Non-Exclusive Contract:** Facility acknowledges that it does not have an exclusive contract with the Agency for the housing and care of Inmates in the custody of the Agency. Nothing in this Agreement shall be construed to create an

exclusive relationship between the Agency and Facility for the care and confinement of Inmates.

18) **Inmate Accounts:** Facility shall establish and maintain an account for each Inmate and shall credit to such account all money that is received and shall make disbursements debiting such account for responsible amounts for the Inmates' purchases of personal items. Disbursements shall be made in limited amount as are reasonably necessary for such personal items. Facility shall be accountable to Agency for such Inmate funds. Upon the Inmates' return to the Agency during normal business hours, the funds maintained in such account shall be returned with the Inmate to the Agency.

19) **Programs:** Inmates referred to Facility by the Agency shall have the same access to and right to participate in Facility programs as all other general population Inmates of Facility.

20) **Publicity:** Facility shall not be authorized to release personal or criminal history information or photographs of Inmates referred from the Agency or publicize personal or criminal history information to or on any media, or release information concerning their arrival or departure from the Facility.

21) **Indemnification:**
   a) **By Facility:** Facility shall indemnify and hold harmless Agency from and against all loss, cost or expense whatsoever resulting from any claim, demand, action, cause of action or suit arising from or relating to the provision of services contemplated by this Agreement and Facility shall, at the Agency's request, undertake in its name the defense of all actions arising from such occurrence while the Agency is a defendant; provided, however, that Facility shall not be required to indemnify the Agency for the Agency's violation of the terms of this Agreement with regard to Inmate history, as described in Paragraph 5 herein, or for the negligent act of omission of the Agency. Subject to the foregoing proviso, Facility shall also pay all costs, damages, expenses and reasonable attorney fees incurred by the Agency in connection with any such claims and shall not settle any such claim against the Agency without the consent of the Agency which consent shall not be unreasonably withheld. In the event the Facility has the opportunity to settle a loss on the Agency's behalf, and the Agency withholds its consent to settle such loss (even if the consent to settle was not unreasonably withheld), then the obligation of the Facility shall not exceed the amount of the settlement offer as of the date of such refusal.
   b) **By Agency:** The Agency shall not hold harmless or indemnify Facility for any liability whatsoever except the fraud or gross neglect of Agency in falsifying or failing to provide accurate criminal information on an Inmate, which if accurately presented to the Facility would have caused Facility to reject such Inmate in accordance with Paragraph 5. Nothing in this Agreement shall be construed to limit Facility's liability to Agency; as such liability may exist by or under operation of law.

22) **Successors and Assigns:** This Agreement shall be binding upon all parties hereto and their respective successors and assigns. The parties' rights and obligations under this Agreement may be assigned only upon the written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Facility's obligations under the term of this Agreement shall survive assignment and may be absolved by the assignment to its obligations under this Agreement.

23) **Anti-Discrimination Requirements:** During the performance of this Agreement, Facility agrees as follows:

a) Facility will not discriminate against any employee or applicant for employment based on race, religion, color, sex, disability, age, national origin or ancestry. Facility will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, disability, age, national origin or ancestry. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer; the recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

b) Facility will in all solicitations or advertisements for employees placed by or on behalf of Facility, indicate that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin or ancestry.

c) Facility will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions shall not apply to contracts or subcontracts for standard commercial suppliers or raw materials.

d) Facility shall ensure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.

e) If Facility shall fail, refuse or neglect to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of contract and such Agreement may be terminated, canceled or suspended, in whole or in part, and Facility may be declared ineligible for any further Agency contracts for a period of one year. Provided that if an Agreement is terminated, canceled, or suspended for failure to comply with this section. Facility shall have no claims for damages against the Agency on account of such termination, cancellation or suspension or declaration of ineligibility.

f) Facility shall assure that it is in compliance with and shall maintain sufficient records to document that, under all aspects of the Agreement, it has acted in a manner, which is in full compliance with all applicable sections of the Equal Employment Section of the Agreement, and the following, as applicable: Title VI of the Civil Rights Act of 1964 (as amended), Title VII of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, the Americans with Disability Act of 1990.

g) Facility and Agency, in carrying out this Agreement, shall also comply with all other applicable existing federal, state and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made a part of this Agreement.

Ray County Correctional Facility Ray County, MO	Grain Valley Police Dept. Grain Valley, MO
_____ Date	_____ Authorized Signature
_____ Agency Name	_____ Authorized Signature-Mayor
_____ Date	_____ Police Chief

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CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM		
MEETING DATE	05/09/2016	
BILL NUMBER	R16-29	
AGENDA TITLE	**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH THE BLUE SPRINGS, MISSOURI POLICE DEPARTMENT FOR CONFINEMENT OF PRISONERS AT THE BLUE SPRINGS POLICE DEPARTMENT DETENTION UNIT**	
REQUESTING DEPARTMENT	Police	
PRESENTER	David Starbuck, Chief of Police	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	100-15-73650
	Balance Available	$24,000
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	To provide detention services for persons arrested on potential state, felony charges by Grain Valley Police Department, pending release or bond	
BACKGROUND	Adults arrested by the Grain Valley Police Department, on state felony charges must be held up to 24 hours for questioning and when a warrant is obtained, they must be transferred to the Jackson County Jail. The Blue Springs Police Department has agreed to provide secure detention services for adults in compliance with all requirements of state, local and federal law and consistent with industry standards.	

SPECIAL NOTES	Current detention services are handled by the Johnson County, MO Sheriff's Department however that agency does not wish to enter into a written agreement with Grain Valley, nor able to guarantee service whenever needed.
ANALYSIS	None
PUBLIC INFORMATION PROCESS	None
BOARD OR COMMISSION RECOMMENDATION	None
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Resolution, Use of Detention Facility User Agreement between City of Blue Springs and Grain Valley Police Department

CITY OF GRAIN VALLEY | **STATE OF MISSOURI**

May 9, 2016

RESOLUTION NUMBER
R16-29

SPONSORED BY:
ALDERMAN ARNOLD

A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINSTRATOR TO ENTER INTO AN AGREEMENT WITH THE BLUE SPRINGS, MISSOURI POLICE DEPARTMENT FOR CONFINEMENT OF PRISONERS AT THE BLUE SPRINGS POLICE DETENTION FACILITY

WHEREAS, the Board of Aldermen of the City of Grain Valley, Missouri is dedicated to employee and public safety; and

WHEREAS, the Grain Valley Police Department must utilize secure detention facilities to house persons arrested on felony charges, awaiting their release or transfer; and

WHEREAS, the Board of Aldermen has set the funds aside for this expense in the 2016 Fiscal Year Budget via Ordinance #2347; and

WHEREAS, the Blue Springs Police Department has agreed to provide the required detention services for all persons referred by Grain Valley Police Department;

NOW THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Grain Valley, Missouri as follows:

SECTION 1: The City Administrator is hereby authorized to enter into an Agreement for Confinement of Prisoners with the Blue Springs Police Department.

PASSED and APPROVED, via voice vote, (-) this 9th Day of May, 2016.

_____
Mike Todd
Mayor

ATTEST:

_____
Chenéy Parrish
City Clerk

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USE OF DETENTION FACILITY
USER AGREEMENT
BETWEEN
CITY OF BLUE SPRINGS
AND
CITY OF GRAIN VALLEY

This agreement made and entered into this ___day of _____, 2016, by and between the City of Blue Springs, Missouri, hereinafter referred to as BLUE SPRINGS, which operates and administers the Blue Springs Police Department's Detention Facility, hereinafter referred to as DETENTION FACILITY, and the City of GRAIN VALLEY, herein after referred to as USER AGENCY.

1. PURPOSE.
   This agreement provides for BLUE SPRINGS to provide temporary prisoner housing to the USER AGENCY for a period not to exceed forty-eight (48) hours on a space available basis.

2. BLUE SPRINGS RESPONSIBILITIES.
   A. BLUE SPRINGS will provide housing, as space is available, for adult prisoners of the USER AGENCY for a period not to exceed forty-eight (48) hours. If said space becomes needed to house a prisoner of BLUE SPRINGS, the USER AGENCY will be provided with a minimum of ninety (90) minutes notice that the prisoner must be picked up or authorized to be released.

   B. BLUE SPRINGS reserves the right to refuse to accept any prisoner who appears to be in need of medical treatment until after said potential prisoner has been seen, treated and released from a medical facility and BLUE SPRINGS determines it can provide any further care needed.

   C. BLUE SPRINGS shall be responsible for booking all prisoners into the DETENTION FACILITY. BLUE SPRINGS will maintain jail records and booking logs for all prisoners entering into the DETENTION FACILITY.

   D. BLUE SPRINGS shall provide the necessary bedding and toilet facilities needed to house USER AGENCY'S prisoners.

   E. BLUE SPRINGS shall provide up to three (3) regular meals per day for a prisoner of USER AGENCY provided that said prisoner of the USER AGENCY is incarcerated at the time of normal meal service. There shall be no additional charge for any regular meal. However, the USER AGENCY shall provide, deliver, and pay for any special dietary meals required by USER AGENCY'S prisoner.

   F. Employees of BLUE SPRINGS are solely employed by the City of Blue Springs and shall not be under the control of any other agency.

3. USER AGENCY RESPONSIBILITIES
   A. USER AGENCY agrees that said prisoner remains the prisoner of USER AGENCY and does not become the prisoner of BLUE SPRINGS for any purpose other than insurability under policies of insurance if maintained by BLUE SPRINGS.

   B. If notification is given to any employee of the USER AGENCY that a prisoner must be removed from the DETENTION FACILITY, the USER AGENCY agrees to pick up or authorize the release of said prisoner with ninety (90) minutes of receipt of notification. Removal of prisoner from DETENTION FACILITY may be for any reason and at the discretion of BLUE SPRINGS including, but not limited to, the following:

      1. Space is needed in the DETENTION FACILITY for a BLUE SPRINGS prisoner.

      2. Said prisoner has been determined to be injured or sick.

      3. Said prisoner has been determined to be violent.

      4. Said prisoner appears to persons acting on behalf of the DETENTION FACILITY to be mentally disturbed.

      5. Said prisoner is physically disabled.

If said prisoner is not picked up or released by the USER AGENCY within ninety (90) minutes, said prisoner shall be released without bond.

C. USER AGENCY agrees to be responsible for any medical expenses incurred by, or on the behalf of, its prisoner during the time of confinement in the DETENTION FACILITY.

D. USER AGENCY will provide a complete copy of the arrest report along with all paperwork needed to perform the bonding function as appropriate.

4. CHARGES FOR SERVICE.
USER AGENCY agrees to pay BLUE SPRINGS thirty-five dollars ($35.00) per twenty-four (24) hour period or portion thereof per prisoner for each and every prisoner housed in the DETETENTION FACILITY. BLUE SPRINGS shall bill the USER AGENCY for services rendered and the USER AGENCY agrees to pay said charges within thirty (30) days of being billed. This amount may be increased with at least ninety (90) days written notice to USER AGENCY.

5. INDEMNIFICATION.
Both parties are insured entities under the MPR insurance pool, and, therefore, are not able to file claims against the other. In the event one of the parties would leave the MPR insurance pool, both parties shall, to the extent permitted by law, hold the other party harmless from any liability claim arising from any of its actions, omissions or failures to perform under this contract. This paragraph as well as this Agreement are not intended, nor shall it be construed, to be a waiver of sovereign or other immunities and defenses available to the parties, their respective officers, employees and agents. In no event shall either party be liable to the other for punitive damages or attorneys' fees unless specifically provided for in any insurance available to pay for such damages or costs.

6. TERMS OF AGREEMENT.
This agreement will become effective on the ____day of _____, 2016 and shall remain in effect for one (1) year from date of execution, but said agreement shall automatically renew annually unless either party gives the other thirty (30) days' notice of its intent to not renew. Either party to this agreement may cancel this agreement upon a thirty (30) days written notice.

CITY OF BLUE SPRINGS	USER AGENCY
BY: _____ Eric Johnson City Administrator	_____ Agency Name
DATE: _____	_____ Chief Administrator Signature
	_____ Chief Administration Printed Name
	_____ Title
	_____ Street Address
	_____ City State Zip

_____
Phone Number

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