



Agenda

City Council Regular Session

Monday, September 26, 2022 - 7:00 PM
Council Chambers

I. Call to Order

II. Invocation and Pledge of Allegiance

A. COUNCIL MEMBER JEFF WATT

III. Roll Call

IV. Approve Minutes and Summaries

- A. REGULAR SESSION MINUTES OF AUGUST 8, 2022
- B. STUDY SESSION SUMMARY OF AUGUST 15, 2022
- C. REGULAR SESSION MINUTES OF AUGUST 22, 2022

V. Citizens' Participation

VI. Meeting Schedule

VII. Consent Agenda

- A. AUTHORIZE AN INCREASE OF BLANKET PURCHASE ORDER #220015 WITH MISSISSIPPI LIME IN THE AMOUNT OF \$56,495.00
- B. AUTHORIZE AN INCREASE OF BLANKET PURCHASE ORDER #220015 WITH USIC FOR UNDERGROUND UTILITY LOCATES IN THE AMOUNT OF \$48,000.00
- C. RESOLUTION ACCEPTING THE TRACER PORT REPAIRS (KANSAS & 291) PROJECT NO. 22-010
- D. APPROVE PURCHASE OF LAND FROM HALLMARK FOR FIRE STATION NO. 3 IN AN AMOUNT NOT TO EXCEED \$20,000.00

VIII. Public Hearings

- A. RESOLUTION APPROVING AN AMENDED FINAL DEVELOPMENT PLAN FOR LIBERTY HEARTLAND LOGISTICS CENTER, LOT 3, AT SHEPHERD ROAD AND HEARTLAND DRIVE, IN LIBERTY, CLAY COUNTY, MISSOURI (P&Z Case 22-38FDP-A)
- B. RESOLUTION AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE GENERAL PLAN OF THE CITY OF LIBERTY BY CHANGING THE LAND USE DESIGNATION OF APPROXIMATELY 15 ACRES LOCATED ON THE NE CORNER OF FLINTLOCK AND SOUTH LIBERTY PARKWAY FROM COMMERCIAL TO HIGH DENSITY RESIDENTIAL (P&Z Case 22-41A)

- C. RESOLUTION APPROVING A FINAL DEVELOPMENT PLAN FOR ASHTON COURT, AT 1200 W. COLLEGE STREET, IN LIBERTY, CLAY COUNTY, MISSOURI P&Z Case 22-45FDP
- D. ORDINANCE APPROVING THE MONTAGE TAX INCREMENT FINANCING PLAN, ESTABLISHING A REDEVELOPMENT AREA, DESIGNATING GALEHART COMMUNITIES, LLC AS THE DEVELOPER OF PROJECTS 1, 2, 3, 4 AND 5 AND AUTHORIZING THE MAYOR TO EXECUTE A TAX INCREMENT FINANCING CONTRACT WITH GALEHART COMMUNITIES, LLC FOR IMPLEMENTATION OF THE MONTAGE TAX INCREMENT FINANCING PLAN (4 day notice posted on 9/20/22)

IX. Ordinances, Contracts and Resolutions

- A. ORDINANCE APPROVING VENDOR PAYMENTS FOR THE PERIOD OF SEPTEMBER 2 TO SEPTEMBER 15, 2022.
- B. ORDINANCE ESTABLISHING THE 2022 AD VALOREM PROPERTY TAX LEVIES FOR CITY OPERATIONS FOR THE 2023 BUDGET YEAR (Second Reading)
- C. RESOLUTION APPROVING A FINAL DEVELOPMENT PLAN FOR VINTAGE ESTATES, TWENTY-SIX AGE RESTRICTED HOMES ON 1 LOT, ON 7+/- ACRES AT THE SW CORNER OF OLD WITHERS AND SOUTH WITHERS ROAD IN LIBERTY, CLAY COUNTY, MISSOURI (P&Z Case 22-39FDP-A)
- D. ORDINANCE PROVIDING ONE-TIME LUMP SUM COST OF LIVING PAYMENTS TO THE EMPLOYEES OF THE CITY OF LIBERTY AND AMENDING ORDINANCE NO. 11521, ADOPTION OF THE 2022 BUDGET FOR THE CITY OF LIBERTY, MISSOURI
- E. ORDINANCE APPROVING AN AGREEMENT WITH JCI INDUSTRIES, INC. FOR MBT1 IMPROVEMENTS (MEMBRANES AND INSTALLATION) IN AN AMOUNT NOT TO EXCEED \$610,000.00
- F. ORDINANCE AMENDING CHAPTER 29, "WATER AND SEWERS" OF THE CODE OF THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI
- G. ORDINANCE ACCEPTING A COVENANT TO MAINTAIN STORM WATER MANAGEMENT SYSTEM AND PUBLIC STORM WATER DETENTION FACILITIES EASEMENT FOR COMMERCE BANK
- H. ORDINANCE APPROVING A 911 CO-LOCATION AGREEMENT BETWEEN THE CITY OF LIBERTY, CITY OF GLADSTONE, MO AND CLAY COUNTY SHERIFF'S DEPARTMENT FOR THE CO-LOCATION OF PUBLIC SAFETY ANSWERING POINTS

X. Other Business

- A. FAIRVIEW CEMETERY / BLOCK 174

XI. Miscellaneous Matters from City Administrator

XII. Miscellaneous Matters from Mayor and City Council

XIII. Adjournment

**ADA Accessible entrance is available from Missouri Street at the Police Department entrance.
An elevator will provide access to the second floor – Council Chambers**

City Council Meeting

Regular Session Minutes

August 8, 2022

I. CALL TO ORDER

A regular meeting of the City Council of the City of Liberty, Missouri was held in the Council Chambers at City Hall on August 8, 2022, with Mayor Lyndell Brenton presiding. Mayor Brenton called the meeting to order at 7:00 p.m.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was given by Council Member Graham, who then led the pledge of allegiance.

III. ROLL CALL

Council Members Present: Harold Phillips and Paul Jenness, Ward I
Greg Duncan, Ward II
Kevin Graham and Jeff Watt, Ward III
Michael Hagan and Gene Gentrup, Ward IV

Council Members Absent: Kelley Wrenn Pozel, Ward II

Staff Present: Curt Wenson, City Administrator
Sara Cooke, Assistant City Administrator
Shawwna Funderburk, Chief Strategic Operations Officer
Vicki McClure, Finance Director
Andy Noll, Utilities Director
Jim Martin, Police Chief
Andy Hedrick, Police Captain
BJ Staab, Parks and Recreation Director
John Mills, Fire Chief
Brandon Smith, Economic & Business Dev. Manager
Katherine Sharp, Planning and Development Director
Sherri McIntyre, Public Works Director
Janet Pittman, Deputy City Clerk

Public Present: Kellie Houx, Courier Tribune
20 members of the public

IV. APPROVE MINUTES AND SUMMARIES

A. REGULAR SESSION MINUTES OF MAY 9, 2022.

Council Member Hagan moved to approve the minutes as distributed. Council Member Gentrup seconded the motion, which carried 6-0-1. Council Member Phillips abstained due to absence.

B. REGULAR SESSION MINUTES OF MAY 23, 2022.

Council Member Watt moved to approve the minutes as distributed. Council Member Gentrup seconded the motion, which carried 6-0-1. Council Member Phillips abstained due to absence.

V. CITIZENS' PARTICIPATION

Jim Martin was ceremoniously sworn in as Police Chief.

Robin Painter, 1282 Mt. Olivet Rd, KCMO, thanked Paul Jenness and Jeff Watt for their leadership.

VI. MEETING SCHEDULE

VII. CONSENT AGENDA

A. RESOLUTION APPOINTING DIRECTORS TO THE LIBERTY CORNERS
COMMUNITY IMPROVEMENT DISTRICT
BOARD OF DIRECTORS

Action: Council Member Gentrup moved to approve the resolution. Council Member Hagan seconded the motion.

Vote: Motion passed 7-0-0

Yes: Council Members Phillips, Jenness, Hagan, Graham, Watt, Duncan and Gentrup

No: None

Abstain: None

Inscribed in Resolution No. 3266.

B. RESOLUTION APPOINTING DIRECTORS TO THE 901 SOUTH 291
(SUTHERLANDS) COMMUNITY IMPROVEMENT DISTRICT BOARD OF
DIRECTORS

Action: Council Member Gentrup moved to approve the resolution. Council Member Hagan seconded the motion.

Vote: Motion passed 7-0-0

Yes: Council Members Phillips, Jenness, Hagan, Graham, Watt, Duncan and Gentrup

No: None

Abstain: None

Inscribed in Resolution No. 3267.

C. BOARDS AND COMMISSION RE-APPOINTMENT
Liberty Preservation and Development Commission
Re-appoint Ralph Brant to a term expiring 9/1/2025

Council Member Gentrup moved to approve the appointments. Council Member Hagan seconded the motion, which carried unanimously.

D. RESOLUTION ACCEPTING THE PRESTON AND SKYLINE STORM SEWER IMPROVEMENTS PROJECT

Action: Council Member Gentrup moved to approve the resolution. Council Member Hagan seconded the motion.

Vote: Motion passed 7-0-0

Yes: Council Members Phillips, Jenness, Hagan, Graham, Watt, Duncan and Gentrup

No: None

Abstain: None

Inscribed in Resolution No. 3268.

E. REGULAR SESSION MINUTES OF JUNE 13, 2022

Council Member Gentrup moved to approve the minutes as distributed. Council Member Hagan seconded the motion, which carried unanimously.

F. SPECIAL SESSION MINUTES OF JUNE 13, 2022

Council Member Gentrup moved to approve the minutes as distributed. Council Member Hagan seconded the motion, which carried unanimously.

G. EXECUTIVE SESSION MINUTES OF JUNE 13, 2022

Council Member Gentrup moved to approve the minutes as distributed. Council Member Hagan seconded the motion, which carried unanimously.

VIII. PUBLIC HEARINGS

A. ORDINANCE APPROVING THE REMOVAL OF PROPERTY FROM THE HOMESTEAD COMMUNITY IMPROVEMENT DISTRICT

Harvest Investments, LLC recently acquired property from South Withers Road Development, generally located at the southwest corner of Old Withers Road and S Withers Rd. (the "Harvest Property") and has requested the Harvest property be removed from the CID. The Board of Directors for Homestead CID have consented to the removal of this property in accordance with section 67.1441.1(2), RSMo. This will be a new housing development (Vintage Estates) and not part of the existing Homestead Hills development.

Mayor Brenton opened the Public Hearing and asked if anyone wished to speak either in favor or in opposition of the ordinance. Seeing no one wishing to speak, the Mayor closed the Public Hearing.

Document No. 9450 was read.

Action: Council Member Watt moved to waive the rules and consider the ordinance on first reading. Council Member Phillips seconded the motion.

Vote: Motion passed unanimously.

Action: Council Member Hagan moved to approve the ordinance. Council Member Jenness seconded the motion.

Vote: Motion passed 7-0-0

Yes: Council Members Phillips, Jenness, Hagan, Graham, Watt, Duncan and Gentrup

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11625.

IX. ORDINANCES, CONTRACTS AND RESOLUTIONS

A. Ordinance acknowledging vendor payments for the period of July 15 – July 29, 2022.

Mayor Pro Tem Gene Gentrup took over as Chair of the meeting.

Document No. 9451 was read.

Action: Council Member Watt moved to approve the vendor payments. Council Member Phillips seconded the motion.

Roll Call

Vote: Motion passed 7-0-0

Yes: Council Members Phillips, Jenness, Hagan, Graham, Watt, Duncan and Gentrup

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11626.

Mayor Brenton resumed as chair of the meeting.

B. ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING WITH HALLMARK CARDS, INCORPORATED FOR THE MONTAGE DEVELOPMENT

The City of Liberty is currently working with GaleHart Communities, LLC, for the development of approximately 1,100 acres for a mixed-use master plan community consisting of single-family residential uses, multi-family-residential uses, mixed uses, office and commercial hotel uses, and recreational uses. This development is currently referred to as the Montage Development. The Montage development includes property that is currently owned by Hallmark. Hallmark is working with Montage for the sale and transfer of Hallmark's property that is within the Montage development, in a phased transfer and sale. Hallmark has agreed to cooperate in the inclusion of its property of approximately 925.06 acres in application for Liberty's approval of the Montage Development and for the approval of any incentive plan to permit the Montage Development. Cooperation from Hallmark includes the execution of any necessary documents for the rezoning and/or incentive plans submitted related

to the Montage development.

The Hallmark Property will not be subject to any new special assessments due to the approval and implementation of the Montage Development while the Hallmark Property identified in Exhibit "A" continues to be owned by Hallmark, until such time as GaleHart or its entities have acquired ownership of the Hallmark Property.

The City agrees not to impose new special assessments, as a result of the Montage Development and associated traffic study, on Hallmark property located at 2101 Lightburne Road for a period of twelve (12) years from the date of this Agreement, unless Hallmark is the developer of property, that would cause a special assessment to be imposed and the special assessments were requested by Hallmark as a result of its development request to the City.

Document No. 9452 was read.

Action: Council Member Jenness moved to waive the rules and consider the ordinance on first reading. Council Member Hagan seconded the motion.

Vote: Motion passed unanimously.

Action: Council Member Watt moved to approve the ordinance. Council Member Gentrup seconded the motion.

Vote: Motion passed 7-0-0

Yes: Council Members Phillips, Jenness, Hagan, Graham, Watt, Duncan and Gentrup

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11627.

C. **ORDINANCE APPROVING A CONTRACT WITH LIFE SCAN TO PROVIDE ANNUAL FIRE DEPARTMENT PHYSICALS IN AN AMOUNT NOT TO EXCEED \$30,240.00**

The Fire Department has been researching opportunities to improve the health and wellness of its members for several years. The department, with labor management, has worked to find the company that provides the most benefits for the members of the department.

The Fire Department has reviewed multiple physicals from different vendors and after a thorough review, the department found Life Scan was the company that provided the most comprehensive physical, the most in-depth blood and cancer screenings as well as the NFPA 1582 physical. Life Scan allows the department to meet the intent of the collective bargaining agreement and provide the members of the department the most comprehensive look at their overall health and wellness along with providing recommendations for improvements to their health.

This year, according to the standards set forth in the CBA, the members that are 30 years old and older will be scheduled for the physical.

Document No. 9453 was read.

Action: Council Member Phillips moved to waive the rules and consider the ordinance on first reading. Council Member Hagan seconded the motion.

Vote: Motion passed unanimously.

Action: Council Member Jenness moved to approve the ordinance. Council Member Graham seconded the motion.

Vote: Motion passed 7-0-0

Yes: Council Members Phillips, Jenness, Hagan, Graham, Watt, Duncan and Gentrup

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11628.

X. OTHER BUSINESS

A. CITY HALL ATRIUM PROJECT – UPDATE

Public Works Director Sherri McIntyre reviewed two roof options, one slanted and the other flat. She stated that the slanted style roof would not cost much more than a flat roof. The Clay County Courthouse has a slanted roof; however, a flat roof may be more historical of the area. Council asked that the Historic District Review Commission comment on what style they feel would be a better fit for the area.

B. CEMETERY OPERATIONS

Parks Director BJ Staab outlined that the Finance Dept. currently handles sale of lots and meeting with the families, and the Parks Dept. is responsible for opening/closing of graves, mowing operations etc. The cemetery needs more day to day oversight so the hiring of a cemetery sexton is proposed. This position would be the main point person for cemetery operations, and eventually assume the responsibility of meeting with families as well. Funding for the position is through the General Fund, and the Parks Dept. will handle supervision and back-up, as needed.

C FAIRVIEW CEMETERY / BLOCK 174

Dave Langston, 1920 Carter Court, asked that the veteran's monument be respected, and to stop the lawsuit.

Dwayne Holtzclaw, 113 Kevin St., Excelsior Springs, read a poem about a tombstone, and asked to stop the lawsuit.

Gieselle Fest, 1407 Lynette, asked that Council think of the women and mothers that buried their loved ones there, respect their grave marker.

XI. MISCELLANEOUS MATTERS FROM CITY ADMINISTRATOR

XII. MISCELLANEOUS MATTERS FROM MAYOR AND CITY COUNCIL

XIII. ADJOURNMENT

The meeting adjourned at 8:06 p.m.

Attest:

Mayor

Deputy City Clerk

City Council Meeting Study Session Summary August 15, 2022

I. CALL TO ORDER

A study session meeting of the City Council of the City of Liberty, Missouri was held in the Council Chambers at City Hall on August 15, 2022 with Mayor Lyndell Brenton presiding. Mayor Brenton called the meeting to order at 7:00 p.m.

II. ATTENDANCE

Council Members Present: Harold Phillips and Paul Jenness, Ward I
Greg Duncan, Ward II
Kevin Graham and Jeff Watt, Ward III
Michael Hagan and Gene Gentrup, Ward IV

Council Members Absent: Kelley Wrenn Pozel, Ward II

Staff Present: Curt Wenson, City Administrator
Sara Cooke, Assistant City Administrator
Shawna Funderburk, Chief Strategic Operations Officer
Vicki McClure, Finance Director
Jim Martin, Police Chief
Sherri McIntyre, Public Works Director
Katherine Sharp, Planning Director
Andy Noll, Utilities Director
BJ Staab, Parks Director
Brandon Smith, Business & Economic Development Manager
Ashley Comer, Interim Assistant Finance Director
Janet Pittman, Deputy City Clerk

Public Present: Kellie Houx, Courier Tribune
3 members of the public

III. TOPICS OF DISCUSSION

A. **Montage Liberty - Proposed Development**

Tom Hart and David Gale spoke on behalf of GaleHart Communities. They stated that this proposed development has evolved over the last 10 years, and they have ten Guiding Principles they will integrate into the final plan. These include:

- Authentic sense of place
- Environmental enrichment and protection
- Active lifestyle
- Welcoming diversity
- Engaging community
- Safe and efficient transportation networks
- Aesthetic design with quality construction
- Learning for life

- Green energy and conservation emphasis
- Sustainable for the future

Land Use Summary

- 1,055 total acres (including 381 acres to be voluntarily annexed)
- 170+ acres of open space
- 2.2MM sf. Commercial space
- 1,557 single family residential
- 976 apartment homes
- 466 mixed-use residential units
- 160 hotel rooms

Regional Assets (developer installed)

- Public safety improvements
 - Liberty North High School – ingress/egress improvements
 - Four signalized intersections and 4 roundabouts
- Traffic and Road Improvements
 - Improvements to existing off-site arterials and collectors
 - Network of new on-site arterials and collectors
 - Glenn Hendren flyover and improvements
- Water system
 - Regional system improvements including in-ground water tank
- Store and Sanitary systems
 - Regional system including water basins, force mains and pump stations
 - Subterranean sanitary/storm bores (2) under I-35
- Facilities
 - Regional Sports park including 10 Soccer/Lacrosse fields and 8 Pickleball courts
 - Loop trail system
 - Grand lawn with sledding hill and amphitheater
 - Organic Farm and meeting hall
 - Neighborhood stable
 - Elementary school site (12 acres)
 - Neighborhood parks and open spaces

Special reimbursement District (including Tax Increment Financing and Community Improvement District)

- \$377MM Public backbone infrastructure costs
- \$170MM Public neighborhood infrastructure costs
- \$144MM Regional and local amenities and green space (\$648MM portion of \$1,953MM built project value)
- \$1,953MM Total built product value (included \$648MM portion above) – Residential, commercial, infrastructure, schools, amenities, greenscapes, parks and trails
- \$1,080MM total area tax revenue generated – 35%
- \$379MM Total area funds utilization/reimbursement (But/For Ask) – 19%

Timeline/Process

There are 9 villages within the project, completed within five phases. Each phase has a 5 year build out (some phase overlap)

- Special Reimbursement District approval (including TIF and CID)
 - Private bond/no City obligation
- Master Plan approval process
- Phase 1 approval process
- Phase 1 groundbreaking (est. mid-2023)

IV. SUMMARY

Mayor and City Council thanked Mr. Hart and Mr. Gale for the presentation. The Tax Increment Financing Commission (TIF) will consider the Montage TIF project at a meeting on August 30, 2022, with subsequent consideration by City Council on September 26, 2022.

V. ADJOURNMENT

The meeting adjourned at 8:25 p.m.

Mayor

Attest:

Deputy City Clerk

City Council Meeting

Regular Session Minutes
August 22, 2022

I. CALL TO ORDER

A regular meeting of the City Council of the City of Liberty, Missouri was held in the Council Chambers at City Hall on August 22, 2022 with Mayor Lyndell Brenton presiding. Mayor Brenton called the meeting to order at 7:00 p.m.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was given by Council Member Phillips, who then led the pledge of allegiance.

III. ROLL CALL

Council Members Present: Harold Phillips, Ward I
Greg Duncan and Kelley Wrenn Pozel, Ward II
Kevin Graham and Jeff Watt, Ward III
Michael Hagan and Gene Gentrup, Ward IV

Council Members Absent: Paul Jenness, Ward I

Staff Present: Curt Wenson, City Administrator
Sara Cooke, Assistant City Administrator
Shawwna Funderburk, Chief Strategic Operations Officer
Vicki McClure, Finance Director
Andy Noll, Utilities Director
DK Taylor, Assistant Parks and Recreation Director
Jim Martin, Police Chief
John Mills, Fire Chief
Brandon Smith, Economic & Business Dev. Manager
Katherine Sharp, Planning and Development Director
Sherri McIntyre, Public Works Director
Janet Pittman, Deputy City Clerk

Public Present: Kellie Houx, Courier Tribune
25 members of the public

IV. APPROVE MINUTES AND SUMMARIES

A. SPECIAL SESSION MINUTES OF JUNE 27, 2022

Council Member Phillips moved to approve the minutes as distributed. Council Member Gentrup seconded the motion, which carried 5-0-2. Council Members Watt and Hagan abstained due to absence.

B. EXECUTIVE SESSION MINUTES OF JUNE 27, 2022

Council Member Phillips moved to approve the minutes as distributed. Council Member Pozel seconded the motion, which carried 6-0-1. Council Member Hagan abstained due to absence.

C. REGULAR SESSION MINUTES OF JUNE 27, 2022

Council Member Watt moved to approve the minutes as distributed. Council Member Gentrup seconded the motion, which carried 6-0-1. Council Member Hagan abstained due to absence.

D. STUDY SESSION SUMMARY OF JULY 18, 2022

Council Member Hagan moved to approve the summary as distributed. Council Member Graham seconded the motion, which carried 6-0-1. Council Member Watt abstained due to absence.

V. CITIZENS' PARTICIPATION

James Wrolstad, 1100 N. Ridgeway, says that cars speeding down his road is making the area unsafe. He's also concerned a pharmacy on Kansas St. has been broken into four times recently.

VI. MEETING SCHEDULE

VII. CONSENT AGENDA

A. MOTION TO AUTHORIZE THE PURCHASE OF SPARE PARTS FOR THE WASTEWATER TREATMENT PLANT CENTRIFUGE FROM FLOTTWEG IN AN AMOUNT NOT TO EXCEED \$155,000.

The Wastewater Treatment Plant manages the balance of solids. The centrifuge, which operates daily, is used to get solids out of the plant and it has no back up or redundant equipment. The purchase of spare parts would reduce the downtime for maintenance or in the event of a failure.

Action: Council Member Phillips moved to approve the purchase. Council Member Hagan seconded the motion.

Vote: Motion passed 7-0-0

Yes: Council Members Phillips, Pozel, Hagan, Graham, Watt, Duncan and Gentrup

No: None

Abstain: None

B. REGULAR SESSION MINUTES OF JULY 11, 2022

Council Member Phillips moved to approve the minutes as distributed. Council Member Hagan seconded the motion, which carried unanimously.

C. REGULAR SESSION MINUTES OF JULY 25, 2022

Council Member Phillips moved to approve the minutes as distributed. Council Member Hagan seconded the motion, which carried unanimously.

VIII. PUBLIC HEARINGS

A. ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LIBERTY, MISSOURI BY REZONING .51 +/- ACRES AT THE NW CORNER OF N. CHURCH ROAD AND COLLEGE STREET FROM M-1 "LIGHT INDUSTRIAL DISTRICT" TO C-2 "GENERAL BUSINESS DISTRICT" FOR THE UPPER CUT, A COMMERCIAL BUTCHER SHOP (P&Z Case No. 22-35R&PDP)

This is a proposal for the construction of one new 5,000 sq. ft. commercial building on half an acre along N. Church Road. The proposed new building will be utilized for a butcher shop. The application meets the standards of review for a rezoning and preliminary plan.

Mayor Brenton opened the Public Hearing and asked if anyone wished to speak either in favor or in opposition of the ordinance. Seeing no one wishing to speak, the Mayor closed the Public Hearing.

Document No. 9454 was read.

Action: Council Member Watt moved to waive the rules and consider the ordinance on first reading. Council Member Phillips seconded the motion.

Vote: Motion passed unanimously.

Action: Council Member Hagan moved to approve the ordinance. Council Member Pozel seconded the motion.

Vote: Motion passed 7-0-0

Yes: Council Members Phillips, Pozel, Hagan, Graham, Watt, Duncan and Gentrup

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11630.

B. RESOLUTION AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE GENERAL PLAN OF THE CITY OF LIBERTY BY CHANGING THE LAND USE DESIGNATION OF APPROXIMATELY 1,075 ACRES LOCATED ON GENERALLY LOCATED AT N CHURCH ROAD BOUND BY I-35, 104TH STREET, AND PORTIONS EXTENDING TO 116TH STREET, INCLUDING 378 ACRES TO BE ANNEXED INTO THE CITY OF LIBERTY (P&Z Case 22-01A)

Low Density Residential is proposed west of N Church, south of 104th Street, east of Liberty North High School, and along NE 112th Street. There is also an area of Traditional Residential south of the existing high school that is also proposed at a low density of 0-6 dwelling units per acre. The area adjacent to I-35 is proposed as

Business Use. This area anticipates commercial, tech, and office uses. This allows visibility from the highway for these businesses, and allows this area to serve as a buffer from the highway for the residential uses to the north and west. High Density Residential is anticipated to the northwest of the 1-35 business corridor. Commercial uses are also shown along N. Church Road. Parks and conservation areas are identified throughout the plan. Land has also been dedicated for a fire station and a new school. Upon approval, these future land use recommendations will be incorporated into the City's overall Future Land Use Map.

Mayor Brenton opened the Public Hearing and asked if anyone wished to speak either in favor or in opposition of the resolution. Seeing no one wishing to speak, the Mayor closed the Public Hearing.

Action: Council Member Watt moved to approve the resolution. Council Member Hagan seconded the motion.

Vote: Motion passed 7-0-0

Yes: Council Members Phillips, Pozel, Hagan, Graham, Watt, Duncan and Gentrup

No: None

Abstain: None

Inscribed in Resolution No. 3269.

C. AN ORDINANCE APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT

The Garrison Industrial Project consists of one industrial building totaling 170,700 square foot of build to suit / speculative industrial building to be used for distribution, warehousing and/or manufacturing purposes. The Project will be constructed on approximately 12.75 acres of land located southeast of the intersection of Garrison Road and Highway 69. This is a Chapter 100 industrial project. The tax abatement associated with this project is 10 years with an abatement schedule that is 10 years at 90% abatement which is the life of the abatement.

Mayor Brenton opened the Public Hearing and asked if anyone wished to speak either in favor or in opposition of the resolution/ordinance. Seeing no one wishing to speak, the Mayor closed the Public Hearing.

Document No. 9455 was read.

Action: Council Member Phillips moved to waive the rules and consider the ordinance on first reading. Council Member Pozel seconded the motion.

Vote: Motion passed unanimously.

Action: Council Member Graham moved to approve the ordinance. Council Member Gentrup seconded the motion.

Vote: Motion passed 7-0-0

Yes: Council Members Phillips, Pozel, Hagan, Graham, Watt, Duncan and Gentrup

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11631.

IX. ORDINANCES, CONTRACTS AND RESOLUTIONS

A. ORDINANCE ACKNOWLEDGING VENDOR PAYMENTS FOR THE PERIOD OF JULY 29 - AUGUST 12, 2022

Mayor Pro Tem Council Member Gentrup took over as Chair of the meeting.

Document No. 9456 was read.

Action: Council Member Hagan moved to approve the vendor payments. Council Member Graham seconded the motion.

Roll Call

Vote: Motion passed 7-0-0

Yes: Council Members Phillips, Pozel, Hagan, Graham, Watt, Duncan and Gentrup

No: None

Approved by the Chair and inscribed in Ordinance No. 11632.

Mayor Brenton resumed as chair of the meeting.

B. ORDINANCE APPROVING A CONTRACT WITH MID-AMERICA REGIONAL COUNCIL PERTAINING TO SENIOR SERVICES

Each year the City of Liberty is awarded operating contracts by the Mid-America Regional Council (MARC) to support the Community Services division, which includes transportation, senior center administration, Meals on Wheels subsidized meals, Meals on Wheels assessments/reassessments, and evidenced-based health and wellness programming. All contracts are for the state fiscal year July 1 through June 30.

Document No. 9457 was read.

Action: Council Member Phillips moved to waive the rules and consider the ordinance on first reading. Council Member Hagan seconded the motion.

Vote: Motion passed unanimously.

Action: Council Member Hagan moved to approve the ordinance. Council Member Graham seconded the motion.

Vote: Motion passed 7-0-0

Yes: Council Members Phillips, Pozel, Hagan, Graham, Watt, Duncan and Gentrup

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11633.

C. ORDINANCE APPROVING A CONTRACT WITH HAVENS CONSTRUCTION COMPANY INC. FOR CITY PROJECT 22-010, TRACER PORT REPAIRS (KANSAS & 291) IN AN AMOUNT NOT TO EXCEED \$41,500.00

Multiple locations within the Kansas St. and Rt. 291 corridor were identified as having improperly installed tracer ports/wire and valve encasements. The items in need of replacement components were installed as part of a previous project conducted by the City of Liberty and MoDOT along the Kansas St., I-35 and Rt. 291 corridor. The tracer ports/wire and valve encasements are required to be replaced and reinstalled per City of Liberty specifications, due to ambiguities in the project plans.

Document No. 9458 was read.

Action: Council Member Phillips moved to waive the rules and consider the ordinance on first reading. Council Member Hagan seconded the motion.

Vote: Motion passed unanimously.

Action: Council Member Gentrup moved to approve the ordinance. Council Member Duncan seconded the motion.

Vote: Motion passed 7-0-0

Yes: Council Members Phillips, Pozel, Hagan, Graham, Watt, Duncan and Gentrup

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11634.

D. ORDINANCE APPROVING A CONTRACT WITH MTS CONTRACTING IN AN AMOUNT NOT TO EXCEED \$303,809.98 FOR LIBERTY COMMUNITY CENTER BUILDING EXTERIOR IMPROVEMENTS

The Liberty Community Center opened in February of 1992. Over the past few years, many areas of the building exterior have been identified by staff and building contractors as in need of repair. Specific areas include the gymnasium and natatorium where water is seeping through the brick and is noticeable in the interior of the building. The masonry, after needed tuck point work, will be 100% re-caulked, cleaned and clear water repellent installed. The EIFS will be spot repaired where needed then 100% cleaned, re-caulked and Tremco 3-coat system installed.

Document No. 9459 was read.

Action: Council Member Gentrup moved to waive the rules and consider the ordinance on first reading. Council Member Hagan seconded the motion.

Vote: Motion passed unanimously.

Action: Council Member Gentrup moved to approve the ordinance. Council Member Graham seconded the motion.

Vote: Motion passed 7-0-0
Yes: Council Members Phillips, Pozel, Hagan, Graham, Watt, Duncan and Gentrup
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 11635.

E. APPROVAL OF A GUARANTEED PRICE AGREEMENT WITH TRIPP CONSTRUCTION IN AN AMOUNT NOT TO EXCEED \$28,950.00 FOR LIBERTY COMMUNITY CENTER HOT TUB REPAIRS

Since December 2021, the hot tub has experienced four closures due to major leaks. After each repair, new leaks have developed requiring a closure of a minimum seven days for repairs and drying time. Repairs have been attributed to deteriorating flexible lines which carry water and air to the therapy jets losing their elasticity and becoming brittle. Each repair creates additional areas of future concern once the hot tub is turned back on and pressure is applied to the lines. Additionally, high water temperature and higher chlorine levels in hot tubs required to meet Clay County Public Health Department regulations accelerate normal conditions of wear and tear.

Document No. 9460 was read.

Action: Council Member Phillips moved to waive the rules and consider the ordinance on first reading. Council Member Gentrup seconded the motion.

Vote: Motion passed unanimously.

Action: Council Member Watt moved to approve the ordinance. Council Member Hagan seconded the motion.

Vote: Motion passed 7-0-0
Yes: Council Members Phillips, Pozel, Hagan, Graham, Watt, Duncan and Gentrup
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 11636.

F. ORDINANCE APPROVING A CONTRACT WITH SAK CONSTRUCTION, LLC FOR CITY PROJECT 22-011, 999 WYCKWOOD RCP LINING IN AN AMOUNT NOT TO EXCEED \$84,000.00

The City of Liberty is experiencing significant soil settling and soil infiltration related to the deterioration of an existing City storm sewer pipe between the houses located at 999 and 995 Wyckwood Drive. The existing 48" Reinforced Concrete Pie (RCP) storm sewer requires either repair or replacement.

Document No. 9461 was read.

Action: Council Member Watt moved to waive the rules and consider the ordinance on first reading. Council Member Gentrup seconded the motion.

Vote: Motion passed unanimously.

Action: Council Member Hagan moved to approve the ordinance. Council Member Phillips seconded the motion.

Vote: Motion passed 7-0-0

Yes: Council Members Phillips, Pozel, Hagan, Graham, Watt, Duncan and Gentrup

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11637.

G. LIBERTY HEARTLAND LOGISTICS CENTER

The Project consists of three industrial buildings totaling 1,659,000 square foot of build to suit / speculative industrial buildings. This is a Chapter 100 industrial project. The tax abatement associated with this project is two-phased. Building A is for 15 years with a tiered abatement schedule that starts in years 1-10 at 90% abatement and ends in years 11-15 with 45% abatement. Building B and C will have 90% tax abatement for years 1-10, which is the life of the abatement.

The bonds will be purchased by the company and funded by the company via a bond trustee, as they spend funds on the project. The City will take title to the real estate in order for the property to be tax exempt from taxes. The company in turn will make lease payments equal to the debt service payments on the bonds. The City is merely acting as a conduit for the financing. The City will have no financial liability with respect to the bonds, since the bonds are payable only from the company's lease payments. Tenants secured by Liberty Heartland Logistics Center will enter into a sub-lease agreement.

1. ORDINANCE AUTHORIZING THE ISSUANCE OF TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS IN A MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$46,000,000 FOR LIBERTY HEARTLAND LOGISTICS CENTER - BUILDING B; AUTHORIZING CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH

Document No. 9462 was read.

Action: Council Member Phillips moved to waive the rules and consider the ordinance on first reading. Council Member Hagan seconded the motion.

Vote: Motion passed unanimously.

Action: Council Member Phillips moved to approve the ordinance. Council Member Hagan seconded the motion.

Roll Call

Vote: Motion passed 7-0-0

Yes: Council Members Phillips, Pozel, Hagan, Graham, Watt, Duncan and Gentrup

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11638.

2. ORDINANCE AUTHORIZING THE ISSUANCE OF TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS IN A MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$25,000,000 FOR LIBERTY HEARTLAND LOGISTICS CENTER - BUILDING C; AUTHORIZING CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH

Document No. 9463 was read.

Action: Council Member Hagan moved to waive the rules and consider the ordinance on first reading. Council Member Phillips seconded the motion.

Vote: Motion passed unanimously.

Action: Council Member Watt moved to approve the ordinance. Council Member Gentrup seconded the motion.

Roll Call

Vote: Motion passed 7-0-0

Yes: Council Members Phillips, Pozel, Hagan, Graham, Watt, Duncan and Gentrup

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 11639.

X. OTHER BUSINESS

A. CITY HALL ATRIUM PROJECT – ROOF

The Historic District Review Commission reviewed the flat and angled roof designs per City Council's request. They felt the flat roof design fit better with the surrounding historic buildings. A flat roof design was also the option preferred by staff, in the hopes it would minimize future maintenance/leaking concerns. Council concurred, and direct staff to proceed with the flat roof design.

B. FAIRVIEW CEMETERY / BLOCK 174

David Langston, 1920 Carter Court, stop the lawsuit.

Dwayne Holtzclaw, 113 Kevin St., Excelsior Springs, MO, stop the lawsuit or you're the anti-Christ.

Gieselle Fest, 1407 Lynette, preserve the past and let the dead rest in peace.

Sharon Feine, 457 E. Franklin, facts matter and reconsider your position on the lawsuit.

XI. MISCELLANEOUS MATTERS FROM CITY ADMINISTRATOR

XII. MISCELLANEOUS MATTERS FROM MAYOR AND CITY COUNCIL

XIII. ADJOURNMENT

The meeting adjourned at 8:05 p.m.

Mayor

Attest:

Deputy City Clerk



CITY COUNCIL ACTION REPORT

Meeting Date: September 26, 2022

A/R No.: 2022-211

Department: Utilities

Submitted By: Andy Noll, Director Utilities

Subject: AUTHORIZE AN INCREASE OF BLANKET PURCHASE ORDER #220015
WITH MISSISSIPPI LIME IN THE AMOUNT OF \$56,495.00

Summary:

- Authorizes a \$56,495.00 increase in the blanket purchase order from \$320,505.00 to \$377,000.00.
- Peak cost for lime was \$296.18/ton compared to the original of \$278.20/ton.
- Water production for the year is near a 10-year high through August, resulting in increased lime usage.

Background:

Through August, the water treatment plant has produced 801.3 million gallons of drinking water that, if the trend continues, will be the third highest production year in the last 10 years. Near record level prices for diesel fuel has pushed the cost per ton for lime to record levels as there is a fuel surcharge component in the lime supply cost. Staff has projected the consumption of lime through the end of the year and with the preceding two factors combined there is a need to increase the authorized purchase amount by \$56,495.00 from a current authorized amount of \$320,505.00 to proposed authorized amount of \$377,000.00.

Mississippi Lime is the sole competitive source provider for lime in the region and staff recommends increasing the authorized purchase amount.

Previous Action (if applicable):

Approval of blanket purchase order January 10, 2022

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item:90.70.802.04.5010 Line Item:	Amount:\$56,495.00 Amount:
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	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

None



CITY COUNCIL ACTION REPORT

Meeting Date: September 26, 2022

A/R No.: 2022-212

Department: Utilities

Submitted By: Andy Noll, Director Utilities

Subject: AUTHORIZE AN INCREASE OF BLANKET PURCHASE ORDER #220015
WITH USIC FOR UNDERGROUND UTILITY LOCATES IN THE AMOUNT
OF \$48,000.00

Summary:

- Approve a purchase order increase of \$48,000 to fund USIC Locating Services, Inc. for locating both water and sanitary sewer infrastructure.
- Increased construction activity has resulted in high number of utility locate requests.

Background:

Increased construction activity has led to a significant increase in the number of One-Call locates which has led to an increase in costs for contracted locating services. The original purchase order was in the amount of \$125,000.00 and staff is requesting an increase of \$48,000 for a total authorized amount of \$173,000.00.

Staff reviews the competitiveness of the contracted utility locates every year and is currently reviewing the effectiveness of the contracted services against self-performing the utility locating. Staff will present a recommendation of contracting versus self-performance with the proposed budget.

Staff recommends approval of the increase of purchase order #220038 by \$48,000.00 from \$125,000.00 to \$173,000.00.

Previous Action (if applicable):

Contract extension and issuance of purchase order February 14, 2022

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item: 90.70.801.08.5397	Amount: \$24,000.00
	Line Item: 92.70.901.08.5397	Amount: \$24,000.00
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

None



CITY COUNCIL ACTION REPORT

Meeting Date: September 26, 2022
A/R No.: 2022-208

Department: Public Works

Submitted By: Joshua Martinez, Capital Projects Engineer

Subject: RESOLUTION ACCEPTING THE TRACER PORT REPAIRS (KANSAS & 291) PROJECT NO. 22-010

Summary:

- Tracer ports/wires and valve encasements have been replaced and reinstalled pursuant to City of Liberty project 22-010 Tracer Port Repairs (Kansas & 291).
- The above referenced project has been completed and constructed according to the plans and specification of the City of Liberty.

Background:

Multiple tracer ports/wire and valve encasements were replaced along the Kansas St and Rt. 291 corridor. This was necessary after it was determined that they were initially installed improperly as part of the Kansas Street / I-35 / Rte. 291 project. These are added to plastic pipes to allow utility location services to identify these lines in the future.

The repairs were made by Havens Construction Company, Inc. and done according to City Standards and Specifications. The project was completed for the contract price of \$36,160; the 15% contingency allowance was not needed.

Staff recommends approval of a Resolution accepting the Tracer Port Repairs (Kansas & 291) project.

Previous Action (if applicable):

- Contract authorization for City of Liberty project 22-010, Tracer Port Repairs (Kansas & 291), on August 22, 2022.

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:NA
Public Safety Sales Tax Oversight Committee	Completed/Recommended:NA
Budget Committee	Completed/Recommended: NA
Other:	Completed/Recommended: NA

Financial Considerations:

X	Budgeted:	Line Item:52.80.151.08.5420 Line Item:	Amount: \$41,500.00 Amount:
		Revenue Line (if applicable): 52.70.3791	Amount:\$41,500.00
	Non-Budgeted	Line Item: Line Item:	Amount:
		Funding Source:	Amount:

Attachments:

1. 2022-208 Accept Tracer Port Repairs (Kansas & 291) RES

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE TRACER PORT REPAIRS (KANSAS & 291)
PROJECT

WHEREAS, the project has been completed by Havens Construction Company Inc.; and

WHEREAS, the project has been constructed in accordance with the plans and specifications of the City of Liberty;

NOW, THEREFORE, BE IT RESOLVED that the City of Liberty does hereby accept the Tracer Port Repairs (Kansas & 291) Project (No. 22-010);

PASSED by the City Council of Liberty, Clay County, Missouri, this _____ day of _____, 2022.

MAYOR

ATTEST:

DEPUTY CITY CLERK



CITY COUNCIL ACTION REPORT

Meeting Date: September 26, 2022

A/R No.: 2022-225

Department: Fire

Submitted By: John Mills, Fire Chief

Subject: APPROVE PURCHASE OF LAND FROM HALLMARK FOR FIRE STATION NO. 3 IN AN AMOUNT NOT TO EXCEED \$20,000.00

Summary:

- Purchase of land from Hallmark to facilitate expansion of Fire Station No. 3 living quarters.

Background:

The Fire Department budgeted in 2022 for the remodel/expansion of Fire Station 3 in order to add living quarters for more crew members at this station. At this time, the station is located on a small lot that does not allow for expansion.

City staff reached out to Hallmark Cards, which owns the land around Fire Station 3. As a result of these meetings, Hallmark agreed to sell the City 5+ acres of land around Fire Station 3. This will allow the department to complete the needed expansion and leave room for expansion in the future if needed. The \$20,000.00 cost to purchase the land will be paid out of the Fire Sales Tax Fund.

Previous Action (if applicable):

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item:	Amount:
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
x Non-Budgeted	Line Item: 58.50.325.36.7510	Amount: \$20,000.00
	Line Item:	
	Funding Source:x	Amount:

Attachments:

None



STAFF REPORT

Planning and Zoning Case 22-38FDP-A

Staff: Michael Peterman, City Planner

Date: September 26, 2022

GENERAL INFORMATION

Application:	Amended Final Development Plan for Liberty Heartland Logistics Center with a variance request to allow an 8ft tall fence
Applicant:	Joe Downs OPUS Development 2020 Baltimore Ave., Ste. 120 Kansas City, MO 64108
Owner:	Hallmark Cards, Inc. 2405 Grand, Ste. 200 Kansas City, MO 64108
Location:	SE corner of Shepherd and Lightburne Road
Site Acreage/Building Size:	86 +/- Acres / 850,000 sq. ft. building
Existing Land Use/Zoning:	Industrial / M-1 "Light Industrial"
Future Land Use Map:	Business and Conservation Lands
Surrounding Land Uses/Zoning:	North: Heartland Meadows Ind. Park/ M-1 "Light Industrial" South: Undeveloped / R-1A, Suburban Residential West: Hallmark/ M-1 "Light Industrial" East: Railroad & Large Lot Residential / R-1A, Suburban Residential
Public Notice:	Legal Notice printed in Courier Tribune- August 25 Letter sent to property owners within 185 ft. on August 25 Sign Posted on site- August 25
File Date:	August 5, 2022

PREVIOUS CASE

PZ Case 21-32FDP:	Final Development Plan for Liberty Heartland Logistics Center, 1.6 million sq. ft. in 3 buildings was approved by the City council on July 26, 2021
PZ Case 21-31FP:	Final Plat for Liberty Heartland Logistics Center, 3 lots on 152 Acres was approved by the City council on July 26, 2021

PZ Case 21-22R&PDP: Rezone and Preliminary Development Plan of 152+/- acres at the SE corner of I-35 and Lightburne Road from R-1A to M-1 for Liberty Heartland Logistics Center, an industrial development and associated variances was approved by the City council on May 24, 2021

PZ Case 21-23PP: Preliminary Plat for Liberty Heartland Logistics Center, 3 Lots at the SE corner of Shepherd Road and Lightburne Road was approved by the City council on May 24, 2021

APPLICANT'S PROPOSAL

Summary

This is an amended development plan to request a variance for fence height for the new Hallmark building which was approved in July 2021. The applicant is now requesting to allow an 8 foot tall fence around the facility located on Lot 3 of Liberty Heartland Logistics Center. Hallmark is the owner and occupant of the building and has presented a detailed request attached as Exhibit C.

No other items regarding this development plan are changing.

Use

The applicant's previous proposal was approved for an approximately 847,000 square feet industrial building. The use is not changing with this amended application.

Site Design

The site is proposed on the south side of Shepherd Road at the intersection of Heartland Drive. There are two proposed entrances to the site. This proposed project will be located on the east side of a creek that runs through the property. The proposed 8ft. chain link fence will be located on the east, west and south sides of the building. This request for the 8ft. fence will require a variance from Section 30-81.1 which only allows a 6 ft. tall maximum height on fences in commercial and industrial areas.

Access/Circulation/Parking

There will be 2 proposed entrances to the site. All internal drives will be private roads and have cross access agreements for all buildings in the development.

Parking for industrial buildings is addressed in the UDO Section 30-83.2.5 where it states "All mixed-use buildings and industrial uses, including warehouse facilities shall be determined on a case-by-case basis." There are 600 parking stalls proposed for the building, 450 vehicle spaces and 150 trailer spaces.

Building Design/ Signage/Lighting

The building will be painted concrete tilt up panels. The final elevations show the building at 39 ft. to 43 ft. feet tall and 847,475 sq. ft.

Wall signage will be allowed based on city code and the user of the space. A development monument sign will also be allowed and must obtain a separate sign permit.

To ensure that new development occurs in a manner that includes appropriate levels of on-site lighting, sites shall be designed in accordance with UDO Section 30-97.7 which states lighting, including freestanding, bollard, or lights attached to a building or canopy shall not be placed or directed to create a glare or excessive light spillage on neighboring sites or public streets.

Landscaping/ Open Space/ Tree Preservation

The city's development ordinance requires landscaping and trees to be planted at each new development and when trees are cleared. If the site cannot accommodate the required trees on site, the UDO allows the developer to pay into a fee-in-lieu of tree replacement fund to plant trees within the City. The applicant will be required to pay into the City's tree fund prior to removal of the trees on the site.

The applicant has provided landscaping tables for this building. The calculations do meet the requirements of the UDO with 312 trees and 625 shrubs and contains 62% open space.

PUBLIC INFRASTRUCTURE

The submitted plans for this application have been evaluated in accordance with the adequate public facilities ordinance. The detailed Public Improvement plans are currently in review by the Public Works and Utilities departments. Final approval of these plans must be obtained prior to building permits being issued.

Streets

The proposed development will have access to Shepherd at three points and will adhere to all public improvement requirements.

Sanitary Sewer

Sanitary sewer service will be provided via existing sanitary sewer mains on the west and east sides of the property.

Water

Water service will be provided from a public main on Shepherd. A water main extension through the site will be connected at two points on Shepherd to provide looped redundant service through the development.

Stormwater

Storm water will be collected on the property and directed into a combination of storm water quality best management practices (BMPs) and storm water detention basins. Storm water released from the development will be managed to reduce offsite erosion potential or additional erosion prevention measures will be designed and constructed.

STAFF ANALYSIS

In accordance with the UDO, staff's analysis of a Final Development Plan application follows section 30-27.8. Before staff may recommend approval, the UDO requires the following be determined:

1. The plan substantially complies with the intent of the comprehensive plan;

The Future Land Use Map in this area is Business and Conservation. Business is an appropriate land use for this proposed project. The project plans to have industrial/warehouse uses. The business land use would allow manufacturing businesses, warehouses, and other non-retail uses. Conservation lands are areas intended to remain natural because of their ecological benefit to the community.

Our Comprehensive Plan, The Blueprint for Liberty (1999), Principle eleven of the Comprehensive Plan states development of vacant or underutilized parcels within the City should be encouraged. Principle twelve also encourages development where municipal services are readily available. Key Recommendation nine encourages the City to protect natural drainage ways from development. Key Recommendation thirteen recommends we provide ample opportunities for economic development and employment in Liberty. This application does achieve many of the goals set forth in the document.

Staff believes the proposal conforms to the Future Land Use Map and Comprehensive Plan.

2. The plan complies with the provisions of this UDO;

Staff finds that the application substantially conforms to the requirements set forth in the Unified Development Ordinance with the exception of the requested 8 ft. tall fence.

The request for a taller fence to comply with requirements of a federal program does not substantially change the project. A 6-foot-tall fence was already approved at this location.

3. The plan substantially complies with approved city development standards and policies;

Staff finds that this application complies with the intent of city development standards and policies if this variance is approved.

4. The plan substantially complies with the approved preliminary development plan, where applicable.

Staff finds that this application does substantially comply with the preliminary development plan.

STAFF RECOMMENDATION

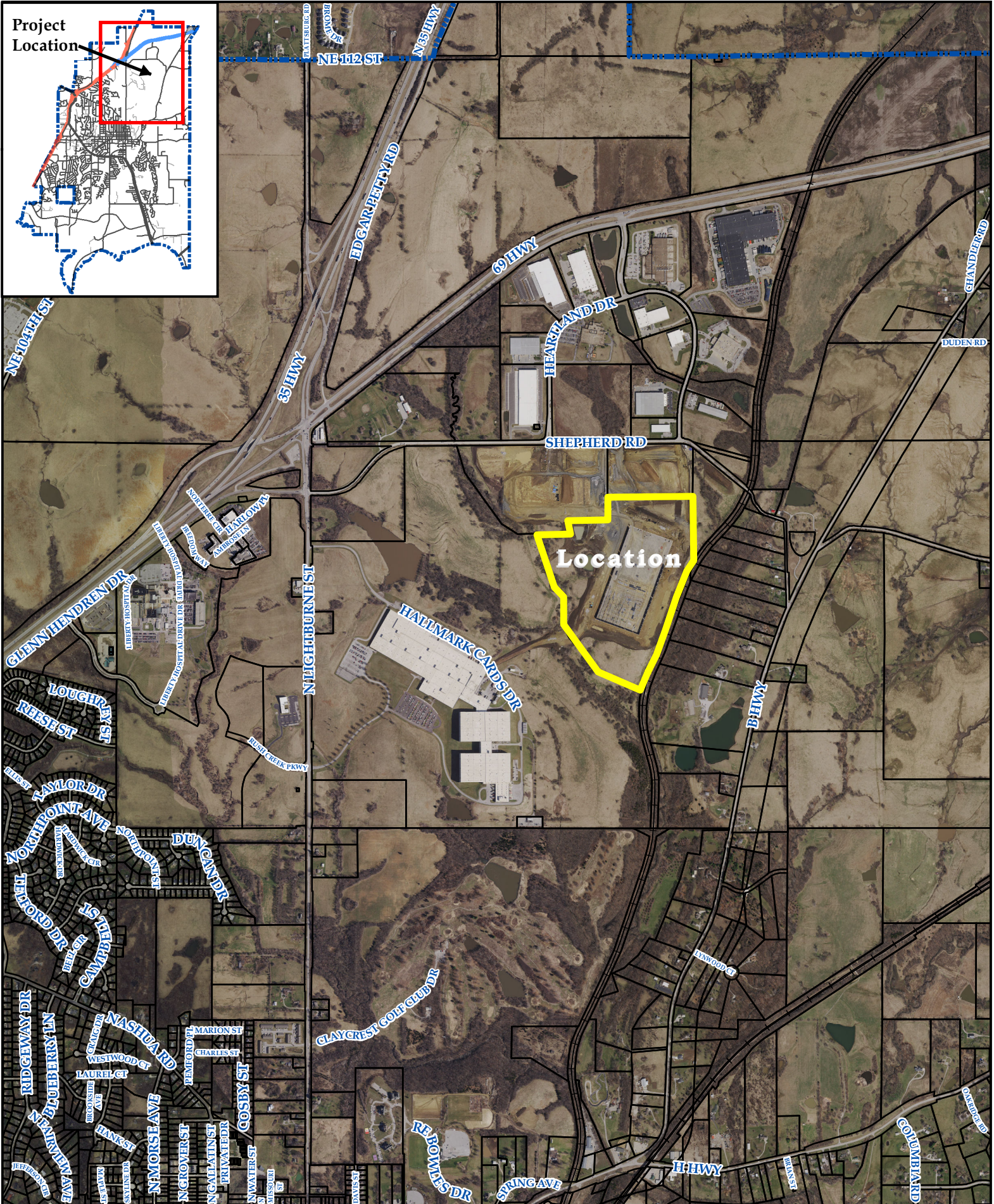
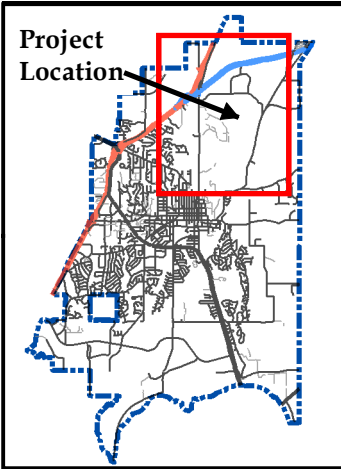
Staff finds that this application meets the standards of review for a final development plan. Staff recommends approval of P&Z Case 21-38FDP-A if the variance for a taller fence is approved.

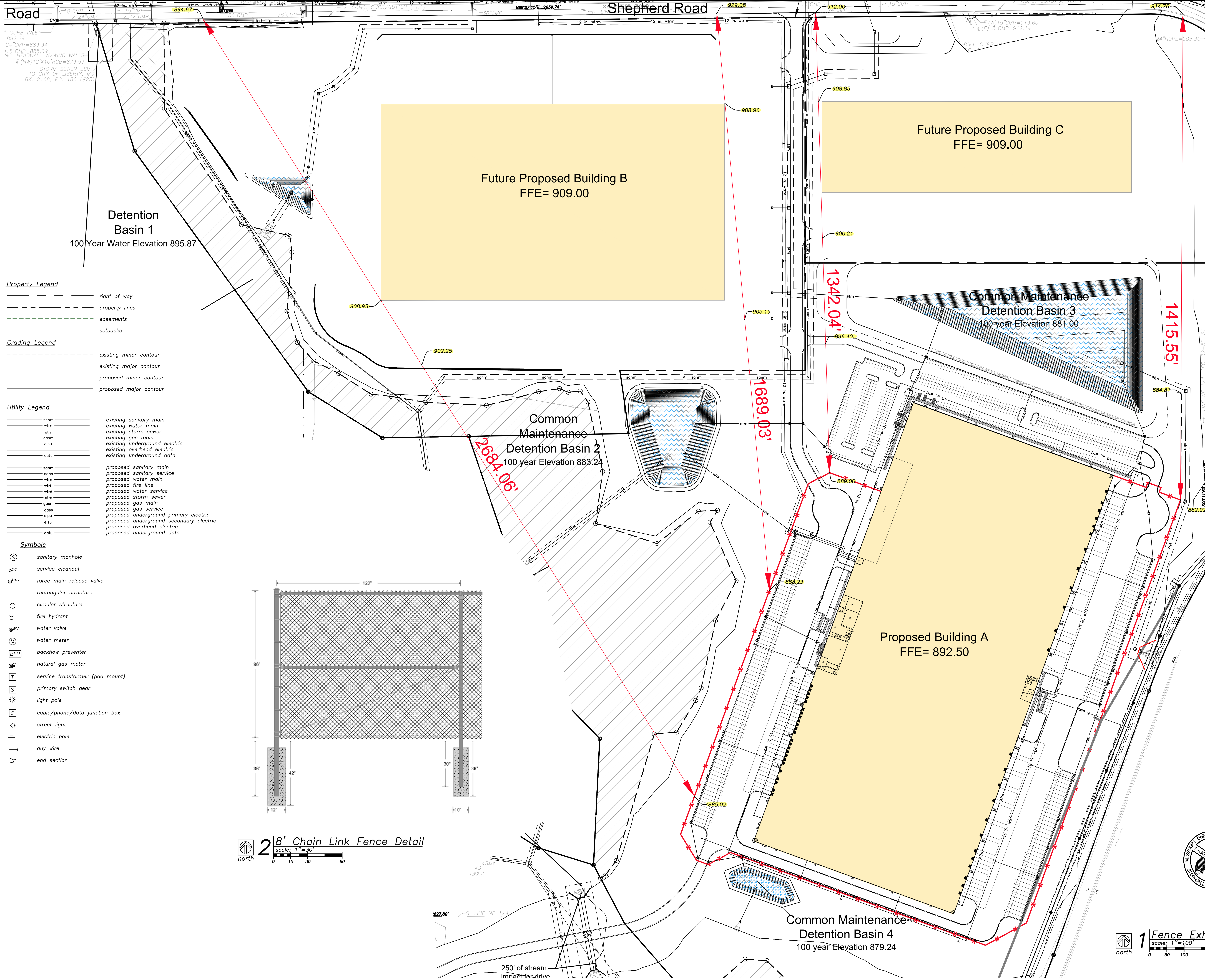
PZ RECOMMENDATION

At its September 13, 2022 meeting, the Planning Commission voted 7-0-0 to recommend approval of P&Z Case 22-38FDP-A as presented in the staff report.

ATTACHMENTS

Exhibit A:	Vicinity Map
Exhibit B:	Site Plan indication location of fence
Exhibit C:	Applicants Narrative
Exhibit D:	Minutes Excerpt from Planning & Zoning Commission meeting
Exhibit E:	Resolution





Property Legend

- right of way
- property lines
- easements
- setbacks

Grading Legend

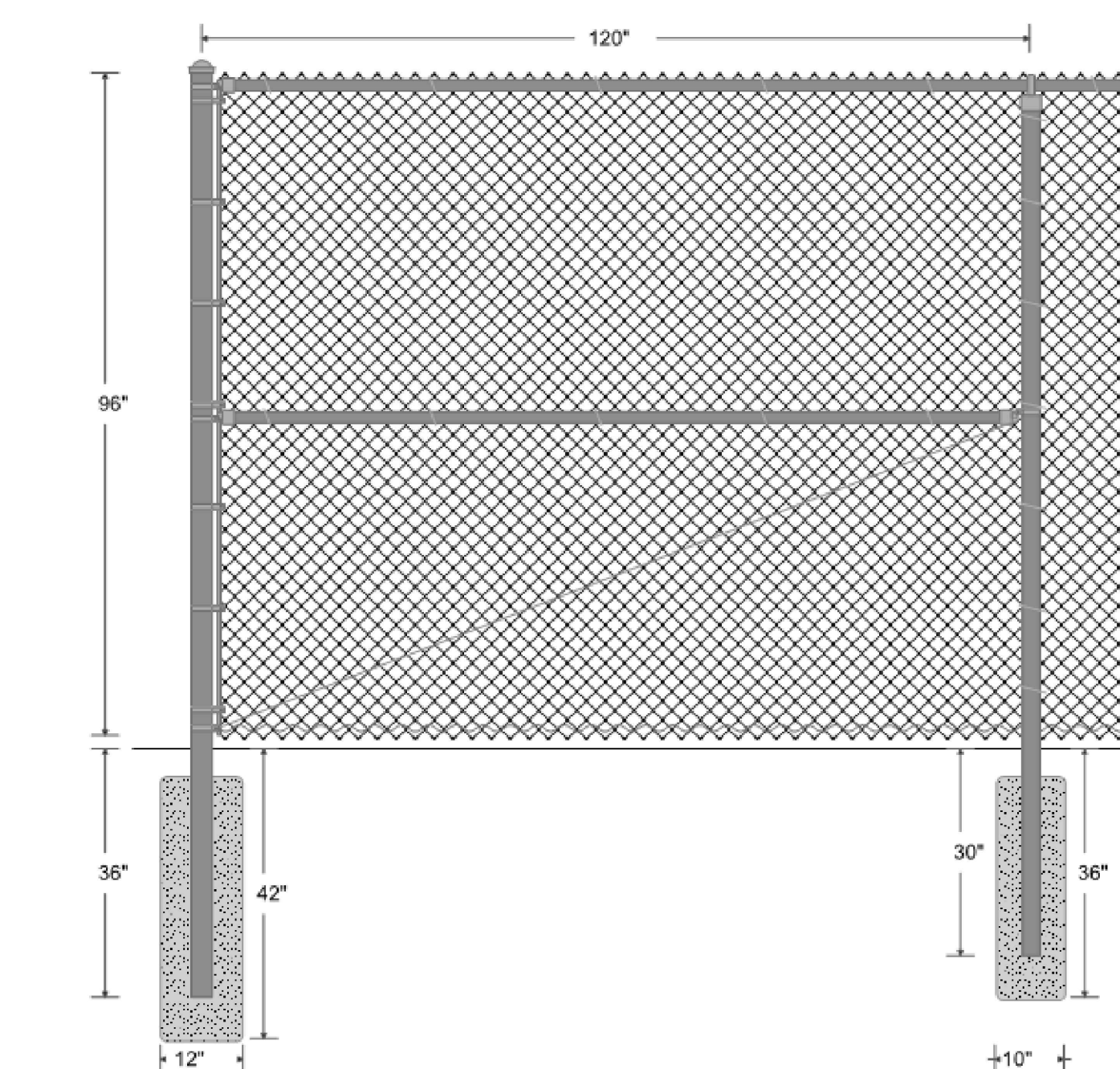
- existing minor contour
- existing major contour
- proposed minor contour
- proposed major contour

Utility Legend

- | | |
|------|---|
| sanm | existing sanitary main |
| wtrm | existing water main |
| slm | existing storm sewer |
| gasm | existing gas main |
| elpu | existing underground electric |
| datu | existing overhead electric |
| datu | existing underground data |
| sanm | proposed sanitary main |
| sanm | proposed sanitary service |
| wtrm | proposed water main |
| wtrf | proposed fire line |
| wtrd | proposed water service |
| slm | proposed storm sewer |
| gasm | proposed gas main |
| gasm | proposed gas service |
| elpu | proposed underground primary electric |
| elpu | proposed underground secondary electric |
| elpu | proposed overhead electric |
| datu | proposed underground data |

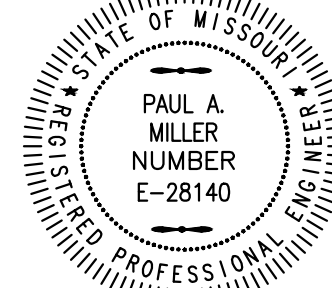
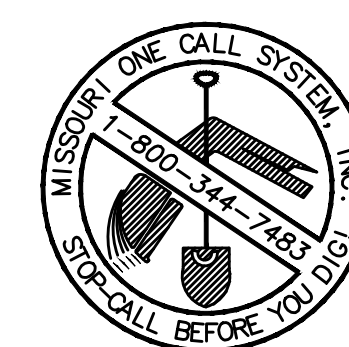
Symbols

- sanitary manhole
- service cleanout
- force main release valve
- rectangular structure
- circular structure
- fire hydrant
- water valve
- water meter
- backflow preventer
- natural gas meter
- service transformer (pad mount)
- primary switch gear
- light pole
- cable/phone/data junction box
- street light
- electric pole
- guy wire
- end section



2' Chain Link Fence Detail
scale: 1"=30'

1' Fence Exhibit
scale: 1"=100'





August 3, 2022

Ms. Katherine Sharp
Director, Planning & Development
Liberty City Hall
101 E. Kansas Ave
Liberty, Missouri 64068

RE: Liberty Heartland Logistics Center Phase I (P&Z Case 21-32FDP)
Variance Request

Dear Ms. Sharp,

Attached is a variance request related to the Hallmark Liberty Distribution Center II (“LDCII”), located at 1551 Shepherd Road in Liberty, Mo. Specifically, the variance request is for the installation of an eight-foot chain-link security fence required for Hallmark Marketing Company, LLC (Hallmark)’s operations.

As a global supply chain operator, Hallmark is a member of Customs-Trade Partnership Against Terrorism (“C-TPAP”) and Canada’s Partners in Protection (“PiP”). As members in good standing, they must comply with the Federal Unified Facilities Criteria (“FUFC”). Per FUFC 4-022-03, § 2-8, Hallmark’s security fence at the LDCII must be a minimum of eight feet.

Per Liberty City Ordinance § 30-81.1(2)c., accessory structures “[i]n commercial and industrial districts, fences shall be allowed in the rear and side yard only and no fence shall be more than six (6) feet in height.”

As part of its expansion and continued commitment to Liberty, Mo., and to remain compliant with the FUFC, Hallmark requests to install and maintain an eight-foot security fence surrounding the sides and rear of LDCII. Hallmark’s global supply chain operations are structured around the supply chain benefits provided by C-TPAP and PiP. The inability to install an eight-foot fence at LDCII would result in various hardships for Hallmark which are further outlined in the attached variance request.

The location of the proposed eight-foot security fence and gate has been approved by the City of Liberty as part of Opus Design Build, L.L.C.’s Industrial Building Permit (IBLD-2-22-14585) associated with the LDCII .

Please let me know if you have any questions.

Dwight C. Arn
Asst. Vice President and Secretary
Hallmark Marketing Company, LLC

Attachments

A. 22-38FDP-A: Amended Final Development Plan for Liberty Heartland Logistics Center to consider a variance to allow an 8 ft. tall fence at 1551 Shepherd Rd.

Mr. Peterman presented the case as described in the staff report.

Chairman Rosekrans asked the commissioners if they had any questions.

Chairman Rosekrans asked the applicant if they wish to speak.

Erin Brower, Hallmark Senior Director, Government Affairs, 6821 Rockhill Road, Kansas City MO, and Anita **Ranhotra**, Hallmark representative, 8210 Deer Run St, Lenexa KS provided a PowerPoint presentation detailing the future of Hallmark in Liberty and why they need to have an 8' fence to conform to Federal program guidelines.

Chairman Rosekrans asked if this would be just for Building A or others.

Ms. Ranhotra stated this would only apply to Building A which will be occupied by Hallmark. The other buildings will be occupied by other tenants.

Chairman Rosekrans opened the public hearing. He asked if there was anyone in the audience that would like to speak for or against the case. Seeing none he closed the public hearing.

Chairman Rosekrans asked the commissioners if they had any other questions, seeing none he asked for a motion.

Action: Commissioner Howard moved to approve the case as presented in the staff report. Commissioner Reiner seconded the motion.

Vote: Motion passed 7-0-0

Yes: Evans, Howard, Reinier, Personett, Rosekrans, Summers, and Waterman

No: None

Recusal: None

Chairman Rosekrans said this case would be heard in front of the City Council on Monday, September 26, 2022.

RESOLUTION NO. _____

AMENDED FINAL DEVELOPMENT PLAN FOR LIBERTY HEARTLAND LOGISTICS CENTER,
LOT 3, AT SHEPHERD ROAD AND HEARTLAND DRIVE, IN LIBERTY,
CLAY COUNTY, MISSOURI

WHEREAS, an amended final development plan for Liberty Heartland Logistics Center, Lot 3, located south of Shepherd Road & Heartland Drive in the City of Liberty, Clay County, Missouri, has been duly and properly presented to the Planning & Zoning Commission on September 13, 2022 and the City Council on September 26, 2022; and

WHEREAS, pursuant to the Unified Development Ordinance (UDO) of the City of Liberty, the City Council finds that the amended final development plan described duly conforms to the standards and requirements of ordinances in place at the time of the application with the exception of the following variance;

1. A variance to the Unified Development Code Section 30-81.1(2) to allow an 8 foot tall fence in the M-1 zoning district.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Missouri, that the amended final development plan for Liberty Heartland Logistics Center, Lot 3, located south of Shepherd Road & Heartland Drive, in the City of Liberty, Clay County, Missouri, is hereby approved according to the amended final development plan on file in the office of the Department of Planning and Development.

PASSED by the City Council this ____ day of _____, 2022.

MAYOR

ATTEST:

DEPUTY CITY CLERK



STAFF REPORT

Planning and Zoning Case 22-41A

Staff: Katherine Sharp, Director of Planning & Development

Date: September 26, 2022

GENERAL INFORMATION

Application:	Proposal to amend the Future Land Use Map from Commercial to High Density Residential for 15+/- acres on the north side of South Liberty Parkway, east of Flintlock Road, west of Plummer Road
Applicant:	Curtis Peterson Polsinelli, PC. 900 W 48 th Place, Suite 900 Kansas City, MO 64112
Owner:	George Filios Liberty Investors 17, LLC. 9640 W Tropicana Ave. Suite 200 Las Vegas, NV 89147
Location:	The north side of South Liberty Parkway, east of Flintlock Road, west of Plummer Road
Existing Land Use/Zoning:	Undeveloped / Expired PD "Planned Development"
Future Land Use Designation:	Commercial
Proposed Land Use:	High Density Residential
Surrounding Land Uses/Zoning:	Northwest: Religious Retreat Center/ R-P3 "One -Family Cluster District" Northeast: Immaculata Manor /R-1A "Suburban Residential" South: South Liberty Parkway East: Undeveloped / PD "Planned Development" for apartments West: Flintlock Road
Public Notice:	Legal Notice printed in Courier Tribune- August 25 Letter sent to property owners within 185 ft. on August 25 Sign Posted on site- August 25
File Date:	August 5, 2022

PROPOSAL

Background Information

This is an application to amend the Future Land Use map, a component of the Comprehensive Plan for the City of Liberty. A city's comprehensive plan is a document which, among other things, establishes policy for making

land use decisions. Unlike a zoning map, the Future Land Use (FLU) map establishes a vision for community growth and development and is a reference for local officials to coordinate plans and prioritize areas for growth and investment. All rezoning applications are evaluated based on conformance to the FLU map and amending the map is a common precursor to a rezoning proposal. If approved, this application will facilitate an application to rezone the property to allow multifamily and commercial use on the property.

Current Land Use Designation

The current land use designations on this site is Commercial.

Commercial is described in the Comprehensive Plan, The Blueprint for Liberty, 1999:

Commercial Use includes the commercial and retail uses dependent upon the automobile or specifically for the automobile. These uses would not be appropriate for inclusion in mixed-use developments or the Historic Liberty Square. These uses should not encroach into existing residential neighborhoods. Where automobile oriented commercial uses are near residences, the principles of buffering, transitioning, and good site design should be used to reduce their impact.

Proposed Amendment

The applicant requests that the FLU map designation for the southern 15 acres of the property be amended to High Density Residential. The northern most 2 acres will remain Commercial with this proposal. High Density Residential is described in the Comprehensive Plan, The Blueprint for Liberty, 1999:

High Density Residential Land Use is characterized by predominantly attached single-family and multiple-family building types. Detached single-family homes could be allowed in this land use but at high prevailing densities (7+ dwelling units per acre).

A rezoning application and subsequent applications, including preliminary plat and final plat applications, and development plans will analyze particular site design standards. This application is merely for analysis of proposed use on the property.

STAFF ANALYSIS

The Comprehensive Plan was updated for South Liberty Parkway (SLP) Phase I in 2016. During the 2016 SLP update, the SLP Task Force determined appropriate uses along SLP. The following is an excerpt from the 2016 South Liberty Parkway report, discussing the Task Force findings:

Although elimination of all trucks was not a reality, the incompatibility of truck traffic and residential uses were a concern. It was recommended that no residential be built along Phase I of the Parkway from I-35 to Hughes Road, commercial uses should locate where access to South Liberty Parkway is available and that industrial (potential auto-related suppliers) should locate south and off of the Parkway and west of the railroad tracks.

STAFF RECOMMENDATION

Staff utilizes the Future Land Use Map, *Blueprint for Liberty*, and other plans and studies to make its recommendation, and requests a recommendation from the Commission regarding this application.

PZ RECOMMENDATION

At its September 13, 2022 meeting, the Planning Commission voted 7-0-0 to recommend approval of P&Z Case 22-41A as presented in the staff report.

ATTACHMENTS

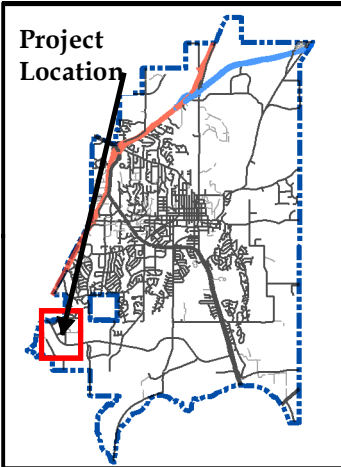
Exhibit A: Vicinity Map

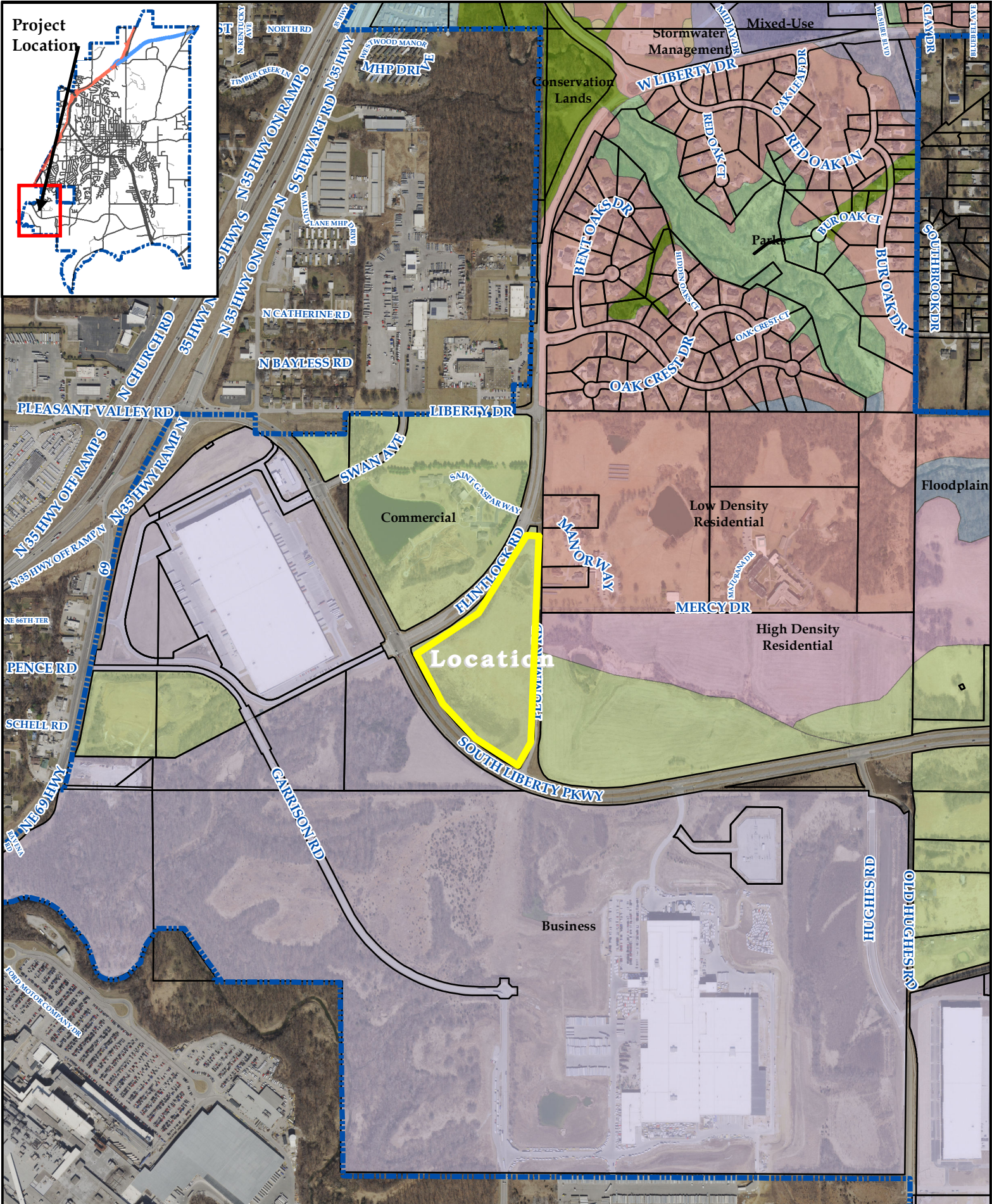
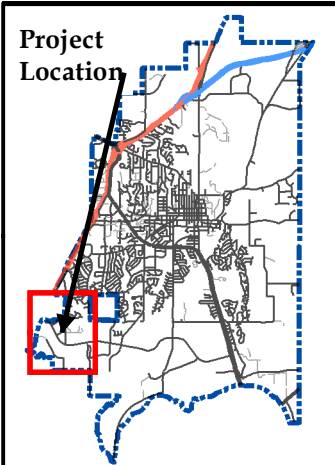
Exhibit B: Existing Future Land Use Designations

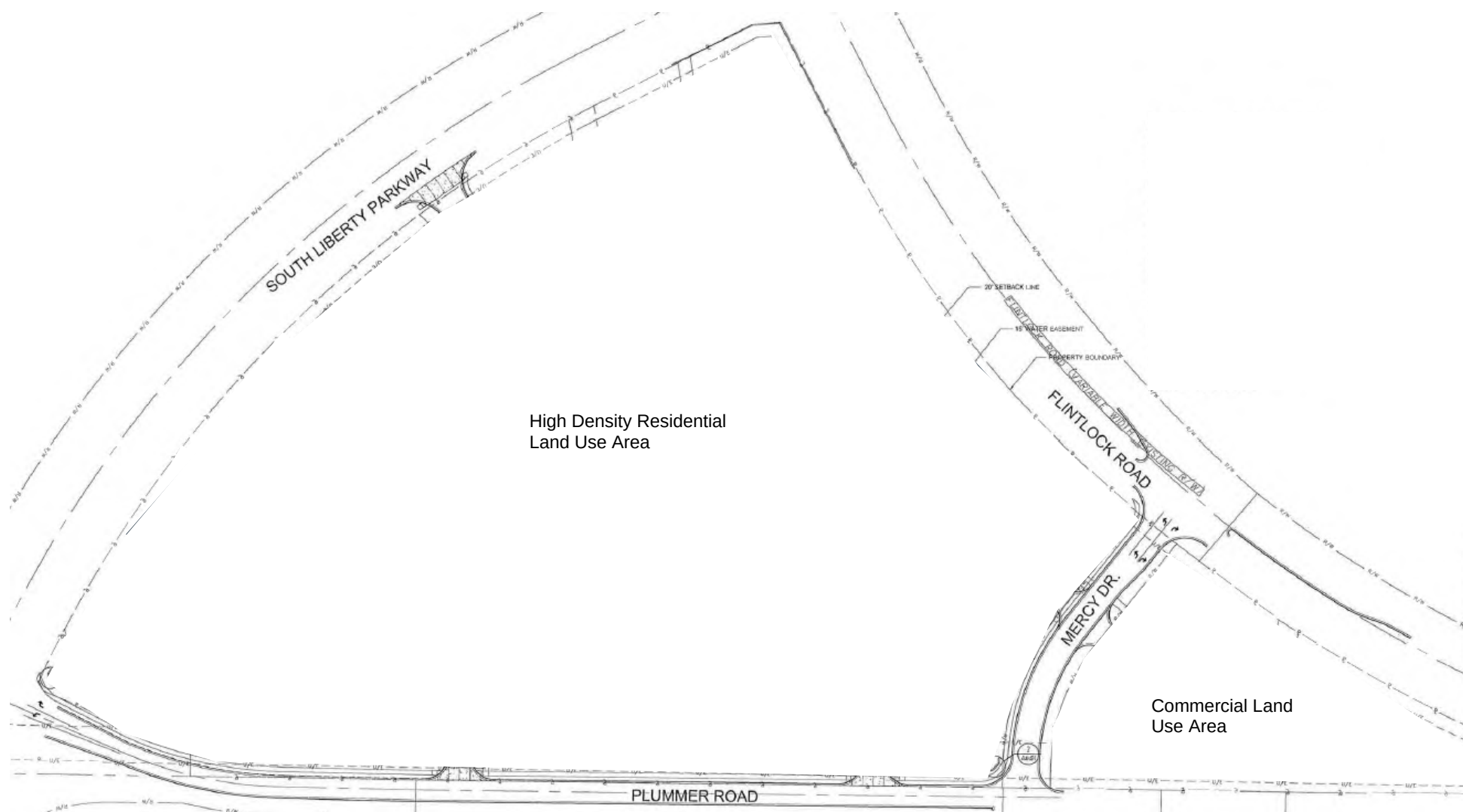
Exhibit D: Applicant's proposal

Exhibit D: Minutes Excerpt from Planning & Zoning Commission meeting

Exhibit E: Resolution







LIBERTY PARKWAY APARTMENTS COMPREHENSIVE PLAN AMENDMENT

The subject property is approximately 17.31 acres in size and is located north of South Liberty Parkway between N. Flintlock and Plummer. Liberty Parkway Apartments is a Planned Development of approximately 17.43 acres, which is comprised of +/-15 acres of residential apartments and +/-2 acres of commercial development and will include public improvements to Plummer Road, an extension of Our Lady of Mercy Home Drive to N. Flintlock Road and public water and sewer mains. The overall development has been designed to create an attractive neighborhood environment and possibly opportunities for employment within walking distance of their homes. It is currently estimated that the overall development, as designed, will provide approximately 2+ acres of landscaping open space/greenery.

One of the key recommendations in the Blueprint for Liberty plan is to help establish a variety of land uses throughout the South Liberty Roadway Corridor and acknowledges that mixed-use areas provide an opportunity to support higher residential densities and generate employment areas to support those neighborhoods. The proposed project will: (a) provide an appropriate balance of residential and commercial use along South Liberty Parkway; (b) support the growing industrial presence of S. Liberty Parkway; (c) meet the spirit of the definition of walkability/access associated with mixed-use and its future sustainability; and (d) generate more customers for existing commercial uses in the Liberty Triangle and Liberty Commons developments.

The residential portion will have approximately 328 dwelling units with a housing mix of one, two and three-bedroom units. The buildings will have a high level of architectural detailing and will include a community clubhouse and amenities such as an infinity pool, premium fitness center, bark park, outdoor turf for gaming, zen area and co-working space. The buildings are situated around the perimeter of the site to provide significant open space between the buildings. This portion of the development will provide a total of 597 parking spaces, comprised of electronic vehicle charging stations, 109 garage spaces, covered parking and surface parking. An integrated sidewalk system will be created to provide pedestrian connectivity and create a more neighborhood- oriented feel to the development.

The commercial portion of the development is 2+ acres and will provide +/- 16,000 square feet of commercial space with surface parking spaces. The commercial building will be 2-stories in height in order to maintain a pedestrian scale while also including attractive architecture.

The applicant is requesting that the multi-family portion of the project be designated on the Future Land Use Map as High-Density Residential Land Use: ***High Density Residential Land Use*** is characterized by predominantly attached single-family and multiple-family building types. Detached single-family homes could be allowed in this land use but at high prevailing densities (7+ dwelling units per acre).

The applicant is requesting that the commercial portion of the project be designated on the Future Land Use Map as Commercial Use: ***Commercial Use*** includes the commercial and retail uses dependent upon the automobile or specifically for the automobile. These uses would not be appropriate for inclusion in mixed-use developments or the Historic Liberty Square. These uses should not encroach into existing residential neighborhoods. Where automobile oriented commercial uses are near residences, the principles of buffering, transitioning, and good site design should be used to reduce their impact.

C. 22-41A: Future Land Use Map Amendment to allow multi-family and commercial development at the NE corner of Flintlock and South Liberty Parkway.

Ms. Sharp presented the case as described in the staff report.

Chairman Rosekrans asked the commissioners if they had any questions.

Commissioner Personett asked if there are any developments proposed just east of this property.

Ms. Sharp stated Yes. An apartment project was approved this summer.

Chairman Rosekrans asked if the project to the east was a similar use just different scale.

Ms. Sharp stated that the approved project to the east is a High-Density Residential apartments, reserving commercial along the frontage.

Chairman Rosekrans asked if this change in the Future Land Use Map represents a logical transition to properties to the north.

Ms. Sharp said that Commercial is such a wide designation, and can be so many things. A high impact commercial use such as a Costco, could have a big impact on the area, whereas a coffee shop or smaller business may have less impact than apartments. Typically, a transition or transect would be Commercial to High Density Residential to Medium Density Residential to Low Density Residential.

Chairman Rosekrans asked the applicant if they wish to speak.

Curt Peterson, Polsinelli, PC, 900 W 48th Place, KCMO, representing the applicant, GFI Capitol,
The applicant is also the developer of Copper Ridge Apartments.

Mr. Peterson said the applicant would like to develop something similar to Copper Ridge.

He pointed out that the 2006 the South Liberty Parkway study designated this location as commercial. In 2016 a mixed-use project of apartments and commercial was approved on the site.

In this proposal the developer is advocating to replace the commercial along Flintlock. The justification for this land use change include;

- 1) Market has shown there is not interest in putting commercial in that site, developers do not want commercial in that site.
- 2) Access is an issue. Right in and Right Out at best on Flintlock. SLP does not want breaks, so again Right In and Right Out, Plummer would be primary this is not ideal.
- 3) Demand for more diverse housing type, demand is extraordinary. Copper Ridge is full. Great financial benefits of having residents that live in those types of

places, disposable incomes. New Multifamily unit will help bring and keep residents

- 4) To have all amenities, it takes unit count. The previous project did not have unit count. With Flintlock frontage it provides sufficient space for the project
- 5) Traffic volume and interaction with trucks is a topic. I have confirmed with large manufacturer that this is not an issue, worked with Brandon and Mayor.
- 6) Fraction of traffic on SLP in comparison to placing commercial. Traffic studies from 2016 showed this.

The City is losing residents because we do not have what the room we need.

Mr. Peterson said that Chairman Rosekrans brought up transition. He said that in his career the hardest hierarchy into single family, Industrial is the hardest to transition. The next hardest is commercial. The next is some sort of multifamily.

Chairman Rosekrans opened the public hearing. He asked if there was anyone in the audience that would like to speak for or against the case.

Ms. Sharp read a letter from the Diocese of Catholic Church of Kansas City who asked that the Commission keep the Commercial designation along the Parkway frontage as was required of their property to the east.

Chairman Rosekrans asked if there was anyone else in the audience that would like to speak, seeing none he closed the public hearing.

Commissioner Personett stated that he agrees- we did look at high density at the location before, and we did lean towards high density previously. He said he tends to disagree with the letter read to the Commission and is in favor of voting yes for this application.

Chairman Rosekrans asked the commissioners if they had any other questions, seeing none he asked for a motion.

Action: Commissioner Waterman moved to approve the case as presented in the staff report. Commissioner Evans seconded the motion.

Vote: Motion passed 7-0-0

Yes: Evans, Howard, Reinier, Personett, Rosekrans, Summers, and Waterman

No: None

Recusal: None

Chairman Rosekrans said this case would be heard in front of the City Council on Monday, September 26, 2022.

RESOLUTION NO. _____

A RESOLUTION AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE
GENERAL PLAN OF THE CITY OF LIBERTY BY CHANGING THE LAND USE DESIGNATION OF
APPROXIMATELY 15 ACRES LOCATED ON THE NE CORNER OF FLINTLOCK AND SOUTH
LIBERTY PARKWAY FROM COMMERCIAL TO HIGH DENSITY RESIDENTIAL

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Liberty, Clay County, Missouri, adopted a Comprehensive General Plan for the City of Liberty, by Resolution No. 540 according to the provisions of Section 89.360 RSMo; and

WHEREAS, said Resolution No. 540 was recorded in the Office of the Recorder of Deeds of Clay County, Missouri; and,

WHEREAS; public hearings have been held by the Planning and Zoning Commission on September 13, 2022 and by the City Council on September 26, 2022 on the subject of P&Z Case 22-41A, an amendment to said Comprehensive General Plan, being attached hereto and made a part hereof as though more fully set out herein; and

WHEREAS; the Planning and Zoning Commission recommended, on September 13, 2022 approval of said amendment to the City Council;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Clay County, Missouri, that the Comprehensive General Plan of the City of Liberty, Missouri is hereby amended by changing the land use designation of approximately 15 acres located on the NE corner of Flintlock and South Liberty Parkway from Commercial to High Density Residential, and that said amendment shall be filed for record with the Office of the Recorder of Deeds of Clay County, Missouri.

PASSED by the Planning and Zoning Commission the 13th day of September, 2022.

PASSED by the City Council this _____ day of _____, 2022.

MAYOR

ATTEST:

DEPUTY CITY CLERK



STAFF REPORT

Planning and Zoning Case 22-45FDP

Staff: Michael Peterman, City Planner

Date: September 26, 2022

GENERAL INFORMATION

Application: **Final Development Plan for Polaris Health & Wellness of Ashton Court, a 7,467 sq. ft. building addition at 1200 W. College Street with a use variance**

Applicant: Mick Slutter
RIC
400 E 17th St.
Kansas City, MO 64108

Property Owner: Encore Polaris B Holdco LLC
3500 Lenox Rd. NE, Ste. 510
Atlanta, GA 30326

Location: Northwest corner of College St. and N Clayview Dr.

Existing Land Use/Zoning: Senior Living facility / R-6, "Low Rise Apt." district

Future Land Use Designation: Commercial

Surrounding Land Uses/Zoning: **North:** Residential / R-4, "Townhouse"
South: Multi family and Commercial / C-2 "General Business" and R-7 "High Rise Apt."
East: Stream Buffer area and Clayview Dr. / R-6, "Low Rise Apt."
West: Office and Church / R-1C, "Standard Single Family Residential"

Public Notice: Courier Tribune-August 25
Letter sent to property owner within 185 ft. on August 26
Sign Posted on site on August 29

File Date: August 5, 2022

PREVIOUS CASE

Western Hills, Amended Plat of Lots 1-4 subdivision was platted in 1971. The building was also built in 1971.

APPLICANT'S PROPOSAL

Summary

This Final Development Plan is to allow a 7,467 sq. ft. addition to the existing building. The addition will be used as a dialysis wing for current residents and the general public. The current zoning allows the residential component of the facility. The addition is allowed by code and meets all standards in the development code. The use of the dialysis wing by non-residents will require a "use" variance.

Variance Request

The applicant is requesting a use variance to allow the dialysis wing to be utilized by patients that may not reside in the existing residential care facility. The current residential zoning does not allow for a commercial business.

Use

The current facility is a residential care facility. The new addition will be used as a dialysis wing. If the dialysis wing is approved, it may be used by both residents and non-residents.

Site Design

The new addition will be added to the south side of the building adjacent to College Street. The addition meets all setbacks of the zoning district. The current eastern drive will be modified to go around the new addition and add 7 parking stalls on the west side of the addition.

Access/Circulation/Parking

There are 2 entrances to the site from College St. The eastern entrance will be modified to accommodate the new addition and add parking stalls. There are currently 68 parking stalls, the additional parking will bring the total to 75. There are no other modifications to the site.

Building Design/ Signage/Lighting

The building is proposed as 7,467 sq. ft. It is designed at 17 ft tall at the roofline. The exterior will match the existing building material and colors.

Landscaping/ Open Space/ Tree Preservation

The application shows adequate landscaping. The applicant is adding an additional tree and 44 shrubs. The overall site meets the 20% open space standard as defined in the UDO Section 30-97.6, 59% of the site is open area.

PUBLIC INFRASTRUCTURE

The submitted plans for this application have been evaluated in accordance with the adequate public facilities ordinance. The detailed Public Improvement plans are currently in review by the Public Works and Utilities departments. Final approval of these plans must be obtained prior to building permits being issued.

Streets

The property has direct access to College St.

Sanitary Sewer

The site has access to a 15" public sanitary sewer line on the east side of the property.

Water

The site has direct access to an 8” public water line along College St.

Stormwater

Storm water released from the development will be managed to reduce offsite erosion potential or additional erosion prevention measures will be designed and constructed. The addition was determined to have minimal effect on drainage and is not expected to have adverse impacts.

STAFF ANALYSIS

In accordance with the UDO, staff’s analysis of a Final Development Plan application follows section 30-27.8. Before staff may recommend approval, the UDO requires the following be determined:

1. The plan substantially complies with the intent of the comprehensive plan;

Staff believes this application conforms to Principles Eight, Eleven and Twelve of the Plan, by providing the development of a vacant and underutilized infill parcel, and the use of a parcel served by existing public utilities.

2. The plan complies with the provisions of this UDO;

Staff finds that the application substantially conforms to the intent of the Unified Development Ordinance, if the use variance is approved.

3. The plan substantially complies with approved city development standards and policies;

Staff finds that this application complies with the intent of city development standards and policies.

4. The plan substantially complies with the approved preliminary development plan, where applicable.

There is not a preliminary development plan on file.

STAFF RECOMMENDATION

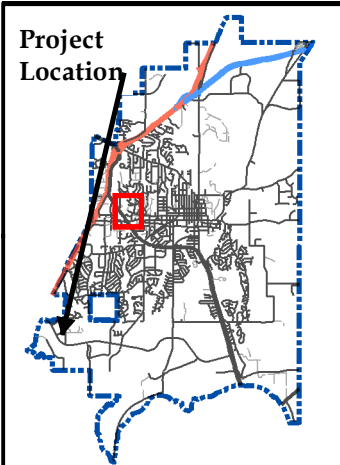
Staff finds that this application meets the standards of review for a final development plan, Staff recommends approval of P&Z Case 22-45FDP.

PZ RECOMMENDATION

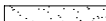
At its September 13, 2022 meeting, the Planning Commission voted 7-0-0 to recommend approval of P&Z Case 22-45FDP as presented in the staff report.

ATTACHMENTS

Exhibit A:	Vicinity Map
Exhibit B:	Site Plan
Exhibit C:	Landscape Plan
Exhibit D:	Building Elevations
Exhibit E:	Minutes Excerpt from Planning & Zoning Commission meeting
Exhibit F:	Resolution



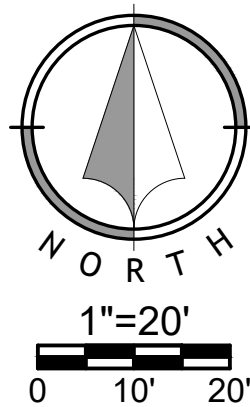
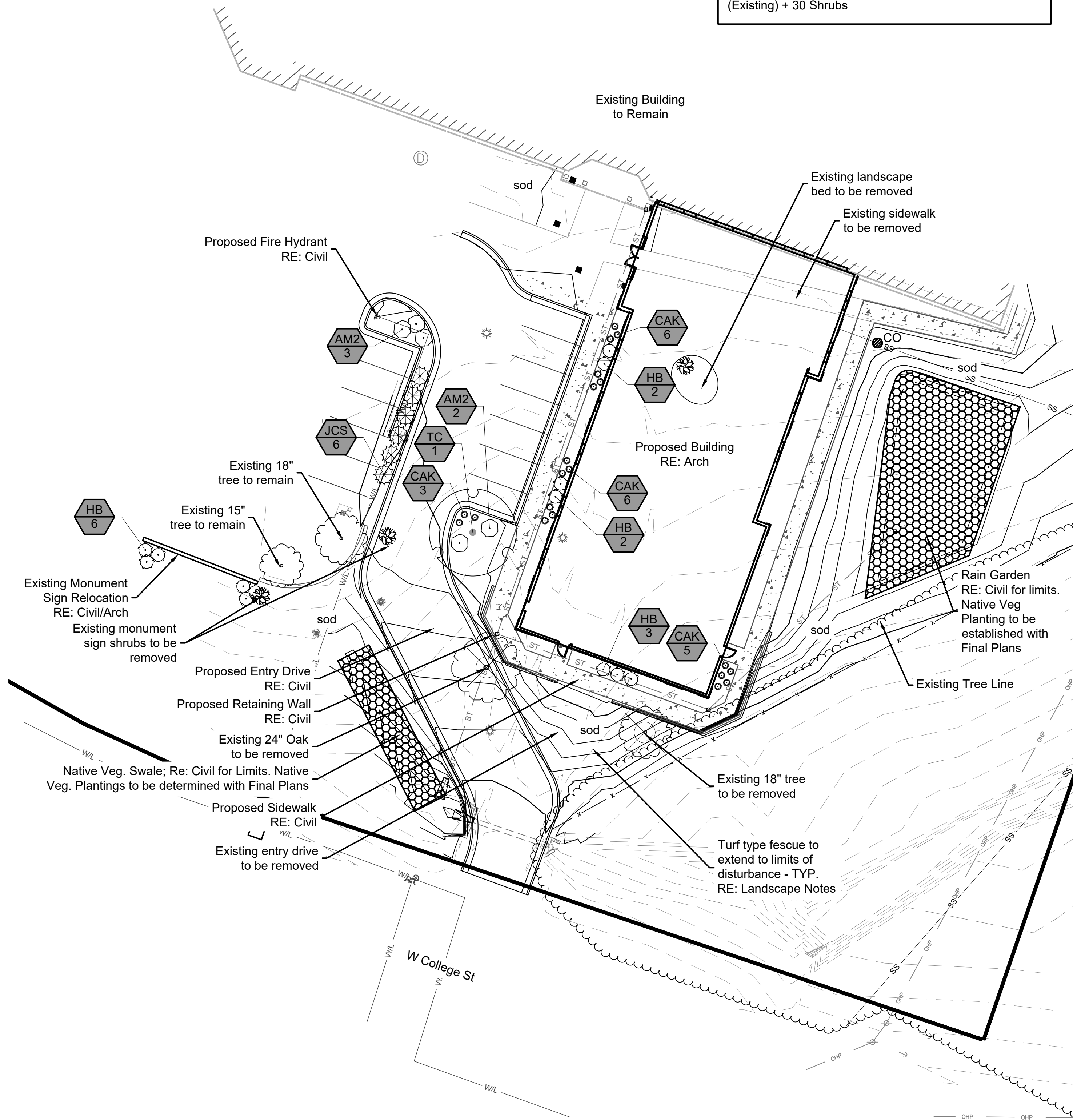
TREES	CODE	BOTANICAL / COMMON NAME	CONT	CAL	QTY
	TC	Tilia cordata 'Greenspire' / Littleleaf Linden	B&B	2" Cal.	1
SHRUBS	CODE	BOTANICAL / COMMON NAME	CONT		QTY
	AM2	Aronia melanocarpa 'Morton' TM / Iroquis Beauty Black Chokeberry	3 Gal.		5
	CAK	Calamagrostis x acutiflora 'Karl Foerster' / Feather Reed Grass	3 Gal.		20
	HB	Hydrangea paniculata 'ILVOBO' TM / Bobo Panicle Hydrangea	3 Gal.		13
	JCS	Juniperus chinensis 'Sea Green' / Sea Green Juniper	5 Gal.		6

<u>GROUND COVERS</u>	<u>BOTANICAL / COMMON NAME</u>	<u>CONT</u>	<u>QTY</u>
	Turfgrass Sod Fescue Mix; RE: Notes / Fescue Sod	SOD	987 sf

1. LOCATE UTILITIES PRIOR TO COMMENCING LANDSCAPE OPERATIONS. ALL TREES SHALL BE FIELD POSITIONED AS TO AVOID CONFLICTS WITH EXISTING AND PROPOSED UTILITIES. NOTIFY LANDSCAPE ARCHITECT OF ANY CONFLICTS OR OBSTRUCTIONS.
2. CONTRACTOR SHALL STAKE ALL PLANTING AREAS IN THE FIELD PRIOR TO PLANTING FOR APPROVAL OF THE OWNER OR THEIR REPRESENTATIVE.
3. QUANTITIES SHOWN ARE FOR REFERENCE ONLY. CONTRACTOR SHALL VERIFY ALL PLANT QUANTITIES PRIOR TO BIDDING AND SHALL BE RESPONSIBLE FOR ALL QUANTITIES FOR THEIR BID. ANY DISCREPANCIES WITH THE PLAN SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT. THE PLAN QUANTITIES SHALL SUPERCEDE SCHEDULED QUANTITIES.
4. ALL PLANT MATERIAL SHALL BE SPECIMEN QUALITY AND SHALL COMPLY WITH RECOMMENDATIONS AND REQUIREMENTS OF ANSI Z60.1 THE 'AMERICAN STANDARD FOR NURSERY STOCK'.
5. ALL PLANTING BEDS & NATIVE GRASS STANDS SHALL BE EDGED AS SHOWN IN PLAN.
6. PREPARE PLANTING BEDS AND INCORPORATE AMENDMENTS ACCORDING TO PLANS.
7. SHREDDED HARDWOOD MULCH, PER SPECIFICATIONS SHALL BE USED AS A THREE INCH (3") TOP DRESSING IN ALL PLANTING BEDS AND AROUND ALL TREES. SINGLE TREES AND SHRUBS SHALL BE MULCHED TO THE OUTSIDE EDGE OF THE SAUCER OR LANDSCAPE ISLAND.
8. ALL TREES SHALL BE STAKED PER DETAIL.
9. ALL PLANT MATERIAL SHALL BE INSTALLED TO ALLOW A ONE FOOT (1') CLEARANCE BETWEEN PLANT AND ADJACENT PAVEMENT.
10. THE LANDSCAPE CONTRACTOR SHALL NOT COMMENCE WORK UNTIL THE SITE IS FREE OF DEBRIS CAUSED BY ON-GOING CONSTRUCTION OPERATIONS. REMOVAL OF DEBRIS SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR. LANDSCAPE WORK SHALL NOT BEGIN UNTIL THE LANDSCAPE ARCHITECT AND OWNER HAVE GIVEN WRITTEN APPROVAL FOR SUCH. THERE SHALL BE NO DELAYS DUE TO LACK OF COORDINATION FOR THIS ACTIVITY.
11. THE LANDSCAPE ARCHITECT AND OWNER SHALL APPROVE GRADES AND CONDITION OF SITE PRIOR TO SODDING/SEEDING OPERATIONS.
12. ALL AREAS DISTURBED DURING CONSTRUCTION AND NOT DESIGNATED FOR OTHER PLANTINGS OR HARDSCAPE SHALL BE SODDED WITH TURF TYPE FESCUE.
13. ALL LANDSCAPE AREAS SHALL BE IRRIGATED. TURF AREAS SHALL BE IRRIGATED BY SPRAY OR ROTOR. PLANT BEDS SHALL BE IRRIGATED BY DRIP IRRIGATION. IRRIGATION SYSTEM SHALL INCLUDE AUTOMATIC RAIN-SENSOR DEVICE. IRRIGATION SHOP DRAWINGS SHALL BE PROVIDED BY THE CONTRACTOR FOR APPROVAL PRIOR TO CONSTRUCTION.
14. NATIVE PLANTINGS: NATIVE PLANTINGS WITHIN RAIN GARDEN AND SWALE SHALL BE DETERMINED AT THE TIME OF FINAL DESIGN. PLANTINGS SHALL BE BY SEED MIX AND PROTECTED WITH AN EROSION CONTROL MAT.
15. RAIN GARDEN SOIL MIX SHALL BE 50% NATIVE TOPSOIL BLENDED WITH 50% COMPOST. CONTRACTOR SHALL ADD SAND AS REQUIRED TO ACHIEVE A SANDY LOAM TEXTURE. DEPTH OF BLENDED TOPSOIL SHALL BE 12" MIN.
16. USE OF NATIVE SEED COVER CROP AND STRAW MAT SHALL BE USED TO HELP WITH THE ESTABLISHMENT OF NATIVE GRASSES. CONTRACTOR SHALL SUBMIT COVER CROP SEED MIXES PRIOR TO INSTALLATION.

Parking Lot Landscape
Required: 1 Tree / Parking Space + 1 Shrubs / 2 Parking Spaces
Provided: 7 Parking Spaces = 1 Tree + 14 Shrubs

Open Space
Required: 1 Tree / 3,000 sf Building Area + 1 Shrub / 250 sf Building Area
Provided: 7,467 sf Additional Building Area = 3 Trees (Existing) + 30 Shrubs

[illegible]

NO.	DATE	REVISION
DRAWN BY AL		CHECKED BY AG



**Renaissance
Infrastructure
Consulting**

400 E 17th Street
Kansas City, Missouri 64108
816.800.0950
www.RIC-CONSULT.COM





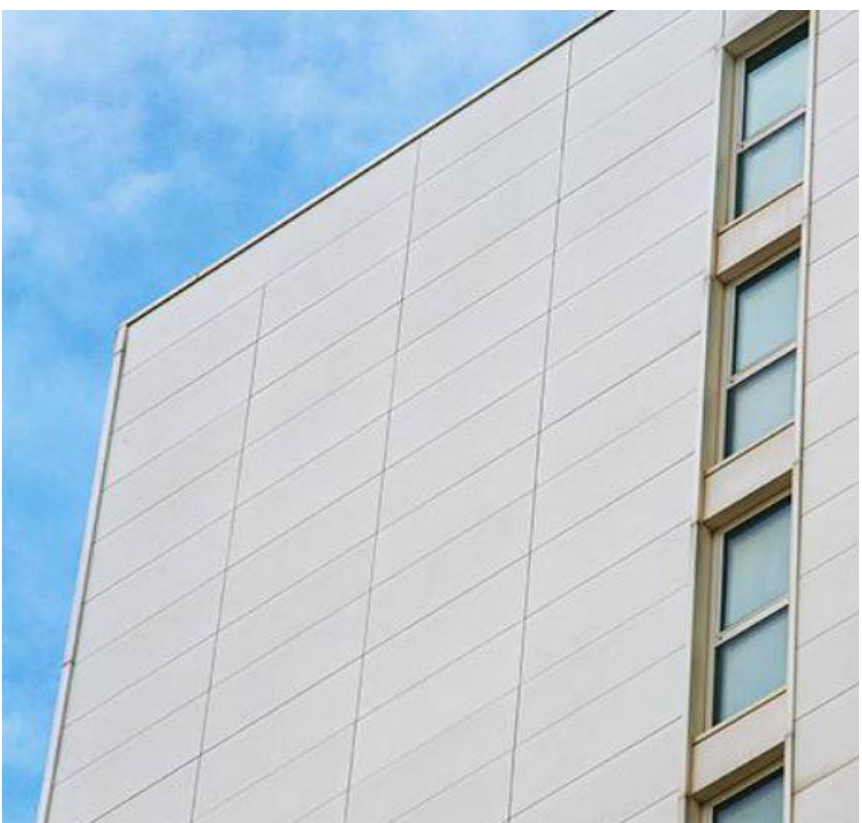
PAINTED WOOD COLUMN



POLYURETHANE MOLDING



FIBER CEMENT PANEL



EIFS

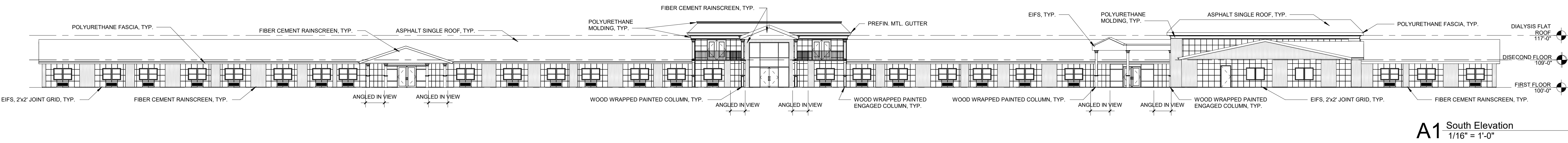
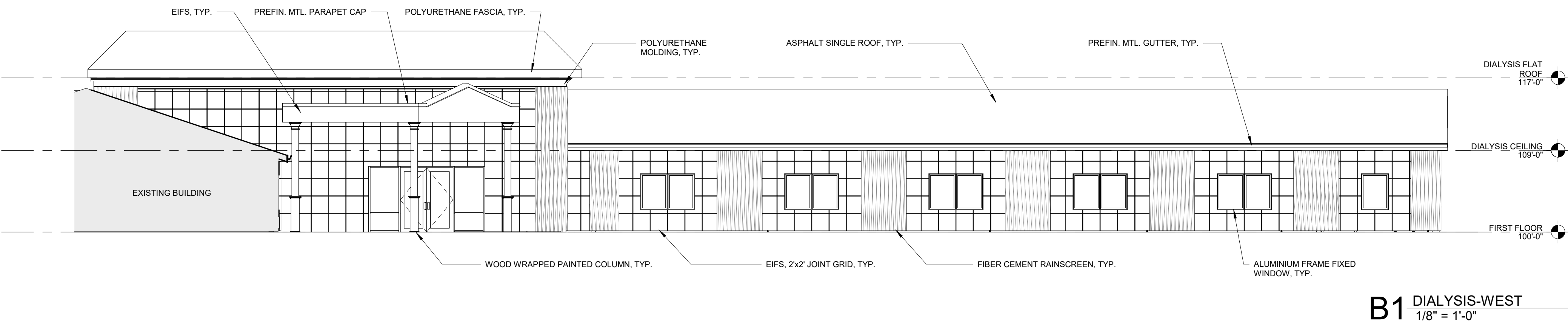
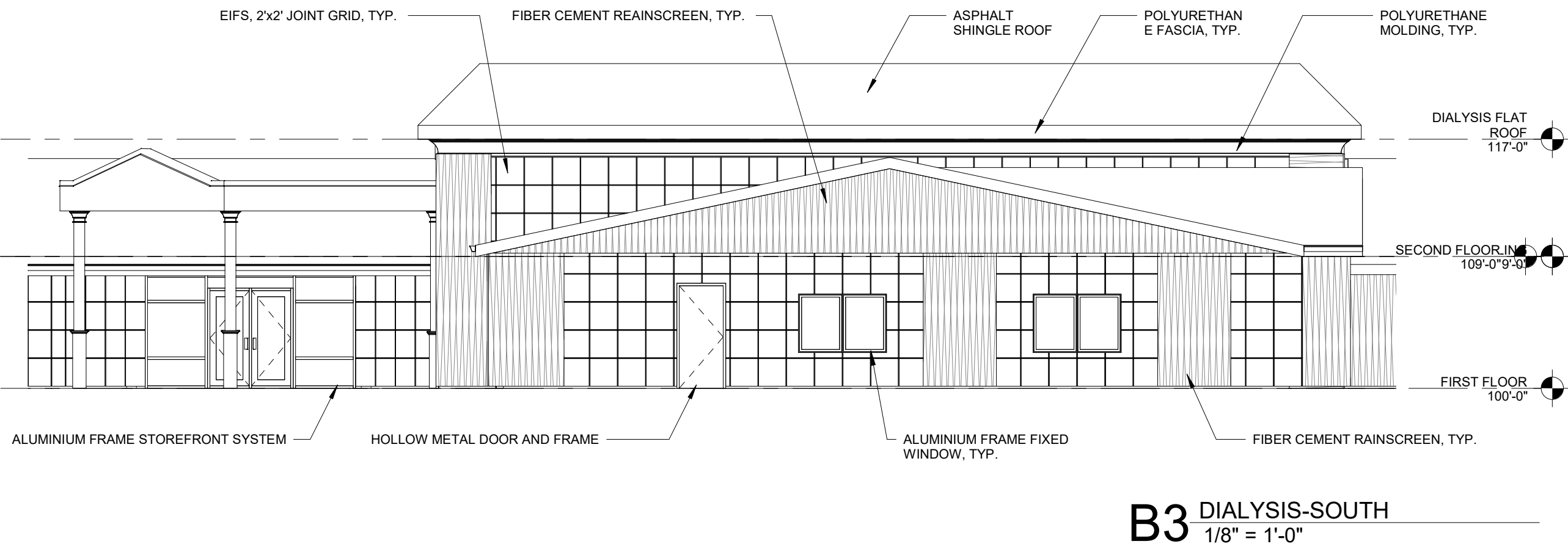
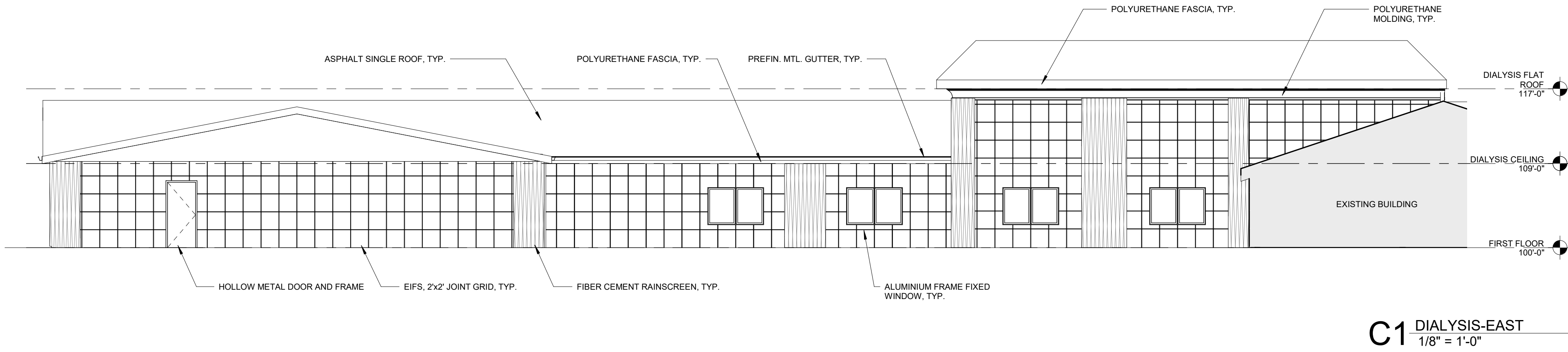
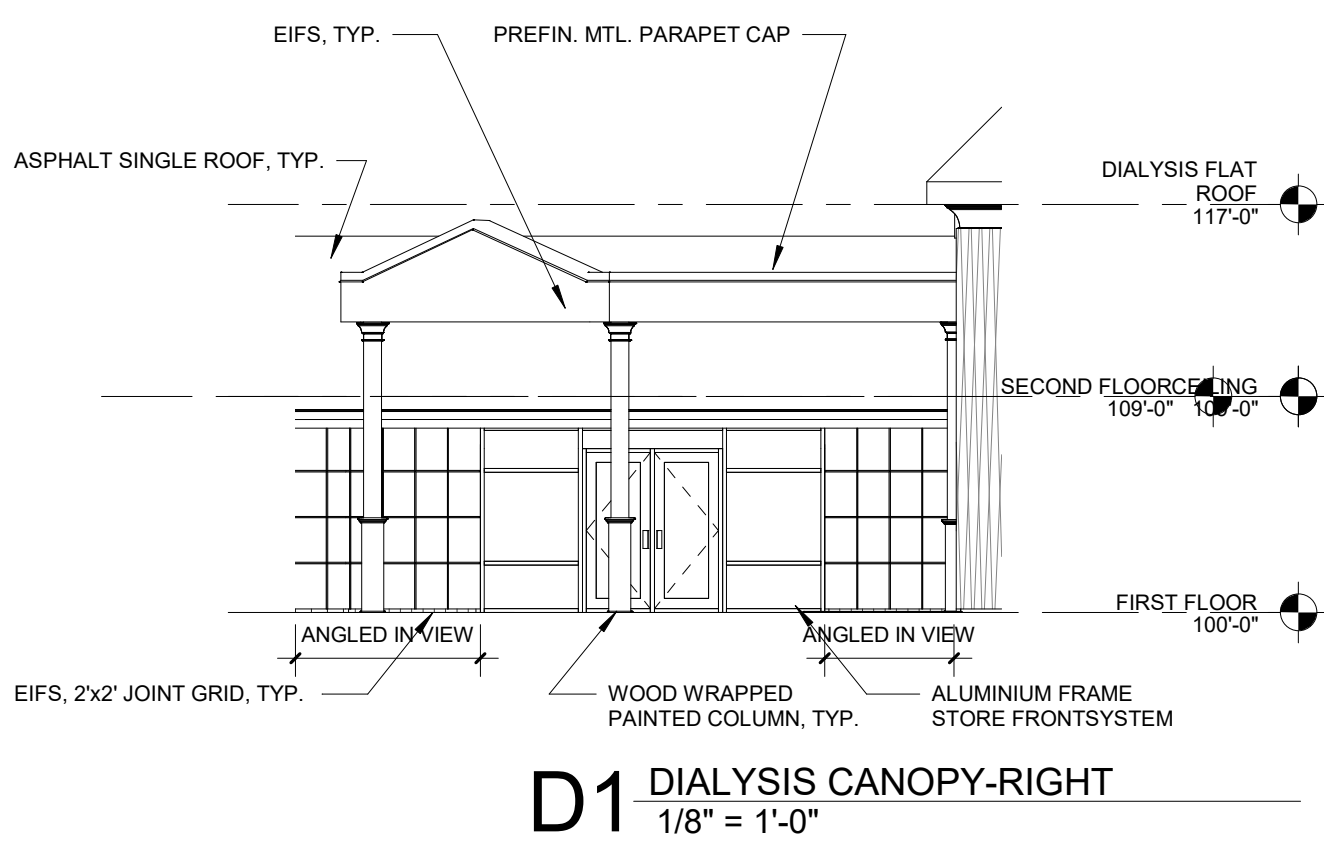
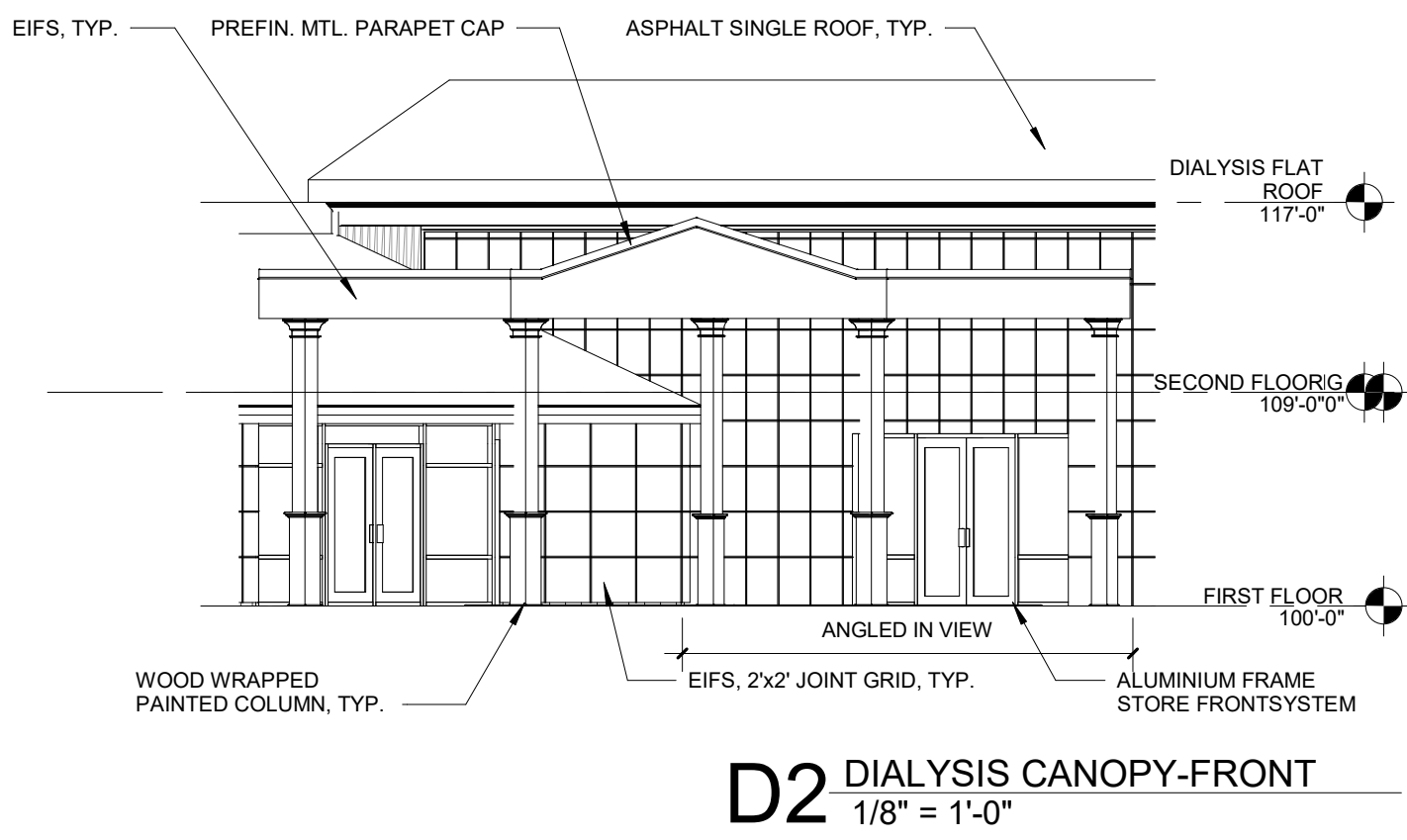
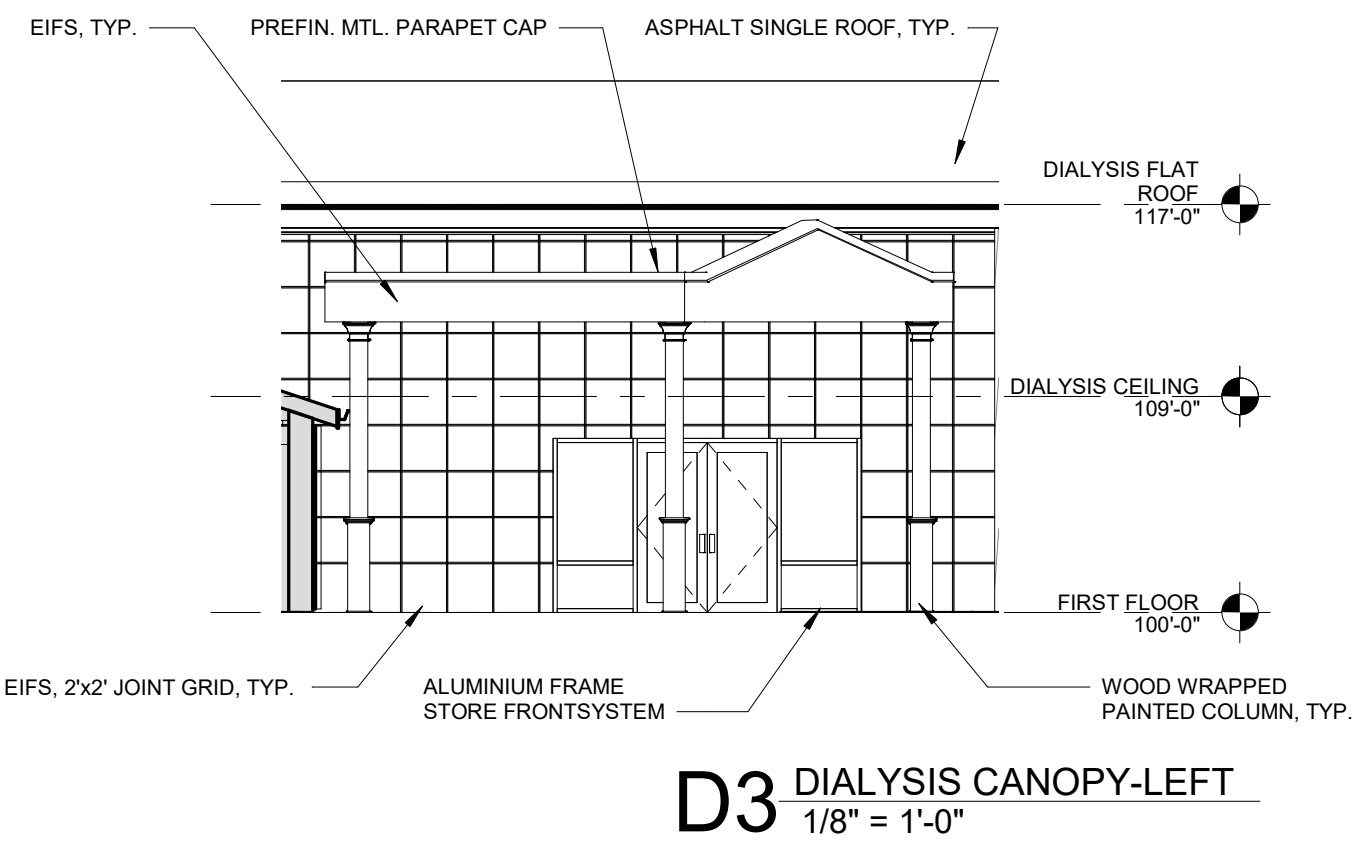
EXTERIOR MATERIALS

PAINTED WOOD

POLYURETHANE MOLDING

EXTERIOR INSULATION FINISHING SYSTEM (EIFS)

FIBER CEMENT PANEL RAIN SCREEN



STATE OF MISSOURI

SAMUEL K. BECKMAN

ARCHITECT

A-20110

Samuel K. Beckman Architect
License - Missouri WA-2011012130

ACI BOLAND ARCHITECTS

ACI/Boland, Inc.
Kansas City | St. Louis
1710 Wyandotte
Kansas City, MO 64108
T: 816.763.9600
Licensee's Certificate of Authority Number:

CONSTRUCTION MANAGER

APEX CONSTRUCTION MANAGEMENT
7366 N. Lincoln Ave, Suite 105
Lincolnwood IL, 60712
T: 847.347.2638
Licensee's Certificate of Authority Number: 0000000000

CIVIL CONSULTANT

RENAISSANCE INFRASTRUCTURE CONS.
8653 PENROSE LANE
LENEXA, KS 66219
T:913.488.1256
Licensee's Certificate of Authority Number: 0000000000

MEP CONSULTANT

LANKFORD | FENDLER + ASSOCIATES
1730 WALNUT ST
KANSAS CITY, MO 64108
T: 816.221.1411
Licensee's Certificate of Authority Number: 0000000000

STRUCTURAL CONSULTANT

BOB D. CAMPBELL & CO.
4338 BELLEVIEW AVE.
KANSAS CITY, MO 64111
T:816.531.4144
Licensee's Certificate of Authority Number: 0000000000

ASHTON COURT CARE & REHABILITATION CENTER REMODEL AND DIALYSIS CENTER
1200 W COLLEGE ST.
LIBERTY, MO 64068

Date	08/19/2022
Job Number	3-21049.02
Drawn By	SH
Checked By	JS

Number	Date	Description
Revision		

D. 22-45FDP: Final Development Plan for Ashton Court for a 7,467sf addition at 1200 W College St. with a use variance.

Mr. Peterman presented the case as described in the staff report.

Chairman Rosekrans asked the commissioners if they had any questions.

Commissioner Personett asked what impact this may have for stormwater runoff.

Mr. Martinez stated that they are meeting the City requirements and providing elements to address any extra runoff from the property.

Chairman Rosekrans asked the applicant if they wish to speak.

Mick Slutter, RIC, 400 E 17th St. KCMO, representing the applicant stated they access drives will still function the same as they currently do. Emergency vehicles can still access the drives as usual. The facade will match a refresh of the existing buildings.

Chairman Rosekrans opened the public hearing. He asked if there was anyone in the audience that would like to speak for or against the case.

Cindy Dunlap 523 Nottingham Place, Liberty, part of Camelot Villas to the north, said as residents of Camelot Villas we have a concern about the addition. The villas are a mere 100 ft from parking lot on the north side of the building which they use for trash trucks and food trucks. We understand addition is on south portion, but we are concerned that increased patients will increase trash removal and food delivery. Sometimes the trash pickups are between 2am and 5pm. Food delivery semi-trucks continue to deliver between 5:30 and 6 am. These trucks are extremely noisy. As a sign of good faith we ask the applicant to formally agree in writing the 1) Trash trucks and recycling will not service between 10:00 PM and 7:00 AM Mon-Fri and not on weekends, And that they, 2) Move trash containers to far east portion of parking lot. If this is agreed to, it would remove our concerns.

Chairman Rosekrans asked if there was anyone else in the audience that would like to speak, seeing none he closed the public hearing.

Ms. Sharp stated that she did receive a copy of letter and will provide to applicant.

Chairman Rosekrans asked if the letters are going to be included in City Councils packet.

Ms. Sharp stated she will ask the entities to reach out to Council themselves if they want to provide letters in support or opposition. She said that we do not place that type of information (neighbor letters) into the packet. She said the concerns shared via letters will be summarized in the minutes, just as they are summarized for those who come to speak at the meeting.

Chairman Rosekrans asked the commissioners if they had any other questions, seeing none he asked for a motion.

Action: Commissioner Personett moved to approve the case as presented in the staff report. Commissioner Reinier seconded the motion.

Commissioner Personett stated the requests from citizen seems appropriate. And he said he feels the guidance from Ms. Sharp for the neighbors also seems right.

Vote: Motion passed 7-0-0

Yes: Evans, Howard, Reinier, Personett, Rosekrans, Summers, and Waterman

No: None

Recusal: None

Chairman Rosekrans said this case would be heard in front of the City Council on Monday, September 26, 2022.

RESOLUTION NO. _____

FINAL DEVELOPMENT PLAN FOR ASHTON COURT, AT
1200 W. COLLEGE STREET, IN LIBERTY, CLAY COUNTY, MISSOURI

WHEREAS, a final development plan for Ashton Court, located at 1200 W. College Street in the City of Liberty, Clay County, Missouri, has been duly and properly presented to the Planning & Zoning Commission on September 13, 2022 and the City Council on September 26, 2022; and

WHEREAS, pursuant to the Unified Development Ordinance (UDO) of the City of Liberty, the City Council finds that the final development plan described duly conforms to the standards and requirements of ordinances in place at the time of the application with the exception of the following variance;

1. A variance to the Unified Development Code Section 30-56.1 to allow a business use in the R-6 zoning district.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Missouri, that the final development plan for Ashton Court, located at 1200 W. College Street, in the City of Liberty, Clay County, Missouri, is hereby approved according to the amended final development plan on file in the office of the Department of Planning and Development.

PASSED by the City Council this _____ day of _____, 2022.

MAYOR

ATTEST:

DEPUTY CITY CLERK



CITY COUNCIL ACTION REPORT

Meeting Date: September 26, 2022
A/R No.: 2022-214

Department: Administration

Submitted By: Brandon Smith, Economic
& Business Development Manager

Subject: ORDINANCE APPROVING THE MONTAGE TAX INCREMENT FINANCING PLAN, ESTABLISHING A REDEVELOPMENT AREA, DESIGNATING GALEHART COMMUNITIES, LLC AS THE DEVELOPER OF PROJECTS 1, 2, 3, 4 AND 5 AND AUTHORIZING THE MAYOR TO EXECUTE A TAX INCREMENT FINANCING CONTRACT WITH GALEHART COMMUNITIES, LLC FOR IMPLEMENTATION OF THE MONTAGE TAX INCREMENT FINANCING PLAN (4 day notice posted on 9/20/22)

Summary:

- Galehart Communities has discussed with staff, City Council and other taxing jurisdictions a mixed-use development of 1,055 acres bordered by Church Road, 112th Street, Plattsburg Road and I-35 over the last 8-10 years.
- In 2021, the City of Liberty retained Baker-Tilly to conduct a But-For Analysis to determine if there was a need for the requested assistance, based on the cost and operating pro forma information provided by the Developer.
 - The projected return on investment with the benefit of the requested TIF and CID assistance is 19.37%, which falls within the range identified in the PriceWaterhouseCooper Real Estate Investor Survey and is just slightly above average.
 - Given the significant duration and complexity of the Project, a return just slightly above the average was deemed reasonable in the report.
 - The But-For Analysis Report concluded that the proposed Project would not occur on this site at this time without a public incentive.
- The site is anticipated to be constructed in 5 phases, with construction costs being incurred over a period of 16 years.
- The projects will be activated individually at varying times in order to align with the start of development of the respective phases of development located within that Project Area. This phased proposal will have a total TIF term of 32 years.
 - The development will bring necessary water, sewer and storm sewer infrastructure to this area.
 - The development anticipates the planning, development, and construction of all associated street networks, utilities to include sewer, gas, water, etc.
- Over the span of the 32-year TIF term, residential development contemplates over 1,669 single family homes, 198 active adult single family residential, 976 apartment homes, 466 mixed-use residential units and 160 hotel rooms.
- The commercial, retail, office, hotel and mixed-use development will add an additional 2 million square feet of improvements to the City of Liberty.
- The development will also include open space and park land, which will

encompass roughly 200 acres of the total development. The amenities included with this include soccer and lacrosse fields, walking and biking trails, as well as a regional community center, an organic farm, and a neighborhood equestrian barn.

- As a result of negotiations between the school district and the developer, the school district will receive a land donation for a new grade school as part of this development and a lump sum check of \$5.3M to assist in making the School District whole on the single family residential.

Total Development Cost:	\$304,689,954 before Debt Service & Financing Cost
Eligible Reimbursable TIF Expenses:	\$126,126,930
Eligible Reimbursable CID Expenses:	\$13,869,772

TIF Revenues:

- 100% of commercial property taxes
- 95% of multi-family property taxes
- 15% of single-family property taxes (8.5% when excluding the unincorporated land)
- 1% CID

Background:

The project was heard by the City Council during a study session on 8/15/22. The TIF Plan was heard by the 12-member TIF Commission on 8/30/2022. It was approved with a 6-2-2 vote. 6 yes, 2 no, and 2 abstained and 2 were not present.

The Project Areas are proposed to be activated over time, the TIF District will have a total term of approximately 32-years.

Previous Action (if applicable):

This project was brought in front of the City Council for a study session on 8/15/22. The TIF Plan was heard by the TIF Commission on 8/30/2022. It was approved with a 6-2-2 vote. 6 yes, 2 no, and 2 abstained.

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other: TIF Commission	Completed/Recommended: August 30, 2022

Financial Considerations:

Budgeted:	Line Item:	Amount:
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	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Montage Redevelopment Plan 9.14.22 (968999xA006D) (1)
2. Ordinance for Montage TIF Plan and Agreement (969333xA006D)
3. Montage TIF Development Contract 9-23-22_FINAL

MONTAGE TAX INCREMENT FINANCING PLAN

Liberty, Missouri

A PROJECT MARKETING BY:

GaleHart Communities LLC
400 SW Longview Blvd, Suite 240
Lee's Summit, MO 64081

PREPARED BY:

Husch Blackwell LLP
4801 Main St., Ste. 1000
Kansas City, MO 64112

SUBMITTED TO:

The City of Liberty
Tax Increment Financing Commission

_____, 2022

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- D. REDEVELOPMENT PROJECT AREA 4 LEGAL DESCRIPTION
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I. INTRODUCTION

The following is a plan prepared by Husch Blackwell LLP on behalf of GaleHart Communities LLC for the redevelopment of the Redevelopment Area¹, which consists of four (4) parcels of land, containing approximately 693.85 acres of real property, that is currently used for agricultural purposes and is zoned R1-A Residential. The Redevelopment Area is generally bounded to the West by N. Church Road, to the North by NE 112th Street, to the East by Interstate 35, and to the South by NE 69 Hwy, as more particularly described in Exhibit 1 attached hereto and as generally depicted on Exhibit 2 attached hereto.

Despite the Redevelopment Area's prime location, the Redevelopment Area lacks basic infrastructure, such as sanitary and stormwater sewers, sidewalks, streets and water service, and has remained vacant, unimproved agricultural land. As demonstrated in the Qualifications Analysis attached as Exhibit 7, the Redevelopment Area, including each Redevelopment Project Area contained therein, qualifies as an Economic Development Area under the TIF Act. The purpose of this Plan is to (i) encourage private investment in a key area of the City where development is not otherwise economically feasible because of the substantial cost associated with installing the necessary framework public infrastructure improvements and (ii) generate incremental tax revenue for the Taxing Districts by increasing economic activity within the Redevelopment Area.

Redevelopment will occur through one or more Redevelopment Projects within the Redevelopment Project Areas, each of which will be separately approved by Ordinance in conformance with the TIF Act. The Redevelopment Projects will provide for the construction of certain road and infrastructure improvements, as were required by the City, some of which are located outside the Redevelopment Area but are necessary and beneficial to the Redevelopment

¹ All capitalized terms shall have the meaning set forth in Article II below.

Project Areas and the Plan. Tax increment financing will allow the use of the Economic Activity Taxes and a portion of the Payments in Lieu of Taxes, generated by the Redevelopment Projects, to pay all or a portion of the Reimbursable Project Costs.

This Plan also contemplates the formation of one or more CIDs located within the Redevelopment Area, which will, upon imposition of a CID Sales Tax, generate additional Economic Activity Taxes eligible to pay Reimbursable Project Costs. A portion of the revenue generated as a result of the CID Sales Tax, and not otherwise qualified as Economic Activity Taxes, will be used to assist in financing of a portion of the Reimbursable Project Costs contemplated by this Plan.

Upon the completion of this Plan and the payment of all Reimbursable Project Costs and the retirement of Obligations and related Debt Service and Financing Costs, if any, tax revenue from the Redevelopment Project Areas will be paid to the City and other Taxing Districts as if this Plan had not been adopted. It is anticipated that, following completion of this Plan, the CID will remain in existence for paying the CID Eligible Expenses.

II. DEFINITIONS

As used in this Plan, the following terms shall mean:

A. Bonds. Those bonds issued by the CID, or any other issuer approved by the City, to finance all or a portion of the Reimbursable Project Costs.

B. Captured CID Sales Tax Revenue. The CID Sales Tax Revenue captured as Economic Activity Taxes and deposited into the Economic Activity Account within the Montage Special Allocation Fund.

C. CID. A community improvement district, located within the boundaries of the Redevelopment Area, established as a separate political subdivision of the State of Missouri and organized pursuant to the CID Act.

D. CID Act. The Community Improvement District Act, Section 67.1401-67.1571, of the Revised Statutes of Missouri, as amended.

E. CID Cooperative Agreement. The agreement which is anticipated to be entered into by the City, the CID and the Developer, which shall provide for the imposition of the CID Sales Tax to be utilized and expended to fund all or a portion of the CID Eligible Expenses.

F. CID Eligible Expenses. A portion of the Redevelopment Project Costs plus formation, operating, and administration expenses incurred by the CID for which CID funds may be expended pursuant to the CID Act.

G. CID Sales Tax. A one percent (1.0%) sales and use tax imposed by the CID upon eligible retail sales within the boundaries of the CID.

H. CID Sales Tax Revenue. The revenues generated and collected by or on behalf of the CID through the imposition of the CID Sales Tax, less all reasonable operating and administrative expenses incurred by the CID.

I. City. The City of Liberty, Missouri.

J. City Attorney. The then current attorney appointed by the City as the City Attorney.

K. City Council. The City Council of the City.

L. City Master Plan Water Improvements. Those improvements identified in the Burns & McDonald Water Master Plan dated May 26, 2021.

M. City Planning and Zoning Commission. The Planning and Zoning Commission of the City.

N. City Treasurer. The Finance Director of the City.

O. Comprehensive Plan. The Blueprint for Liberty – Future Land Use Plan adopted by Resolution No. 540, as amended.

P. Cooperative Agreement. The agreement which is anticipated to be entered into by the City, County and the Developer, which shall provide, inter alia, that: (i) the County, on behalf of the City, shall pay the Surplus Payments in Lieu of Taxes to the Taxing Districts; and (ii) each Taxing District shall be a third-party beneficiary with respect to the enforcement and performance of the Cooperative Agreement.

Q. County. Clay County, Missouri.

R. County Assessor. The Assessor of Clay County, Missouri.

S. County Collector. The Collector of Clay County, Missouri.

T. Debt Service. The amount required for the payment of interest and principal on Obligations as they become due, for the payment of mandatory or optional redemption payments, payments to reserve funds required by the terms of the Obligations, the costs of printing any Obligations and any official statements relating thereto, the costs of credit enhancement, if any, capitalized interest, the fees of any rating agency rating any Obligations, and other costs incurred by the Developer in furtherance of the issuance of Obligations.

U. Developer. GaleHart Communities, LLC.

V. Economic Activity Account. The separate segregated account within the Montage Special Allocation Fund into which Economic Activity Taxes are to be deposited.

W. Economic Activity Taxes. Fifty percent (50%) of the total additional revenue from taxes which are imposed by the City or other Taxing Districts, and which are generated by economic activities within each Redevelopment Project Area, over the amount of such taxes generated by economic activities within such Redevelopment Project Area in the calendar year

prior to the adoption of the Redevelopment Project for such Redevelopment Project Area by 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 67.1305 of the Revised Statutes of Missouri; provided, however, if any retail establishment relocates within one year after the adoption of a Redevelopment Project from a facility in Clay County to a facility in a Redevelopment Project Area and the City Council adopts an Ordinance finding that such retail establishment is a direct beneficiary of tax increment financing pursuant to this Plan, then for purposes of this definition, the Economic Activity Taxes generated by such retail establishment shall equal the total additional revenue from Economic Activity Taxes which are imposed by the City and other Taxing Districts over the amount of Economic Activity Taxes generated by such retail establishment in the calendar year prior to its relocation to such Redevelopment Project Area.

X. Financing Costs. Those costs incurred by the CID, Developer, or any other issuer approved by the City, in furtherance of the issuance of private loans to pay all or any portion of the Redevelopment Project Costs incurred or estimated to be incurred, including but not limited to financing loan origination fees and expenses, interest payable to banks or, similar financing institutions or entities that are in the business of loaning money, plus the reasonable expenses, fees and expenses of Developer's or City's attorneys, the Developer's and/or City's administrative fees and expenses (including planning consultants, financial advisors and other consultants engaged in connection with the Plan), underwriters' discounts and fees, the costs of credit enhancement, if any, capitalized interest, debt service reserves, the fees of any rating agency rating any Obligations, and costs incurred by the City or Developer in preparing the Plan.

Y. Montage Special Allocation Fund. The fund which contains at least two separate segregated accounts, maintained by the City Treasurer, into which, as required by the Act, all Payments in Lieu of Taxes and Economic Activity Taxes are to be deposited as required by the Act.

Z. Multifamily Surplus Payments In Lieu of Taxes. Means the amount of revenue collected from five percent (5%) of the Payments in Lieu of Taxes attributable to multifamily residential property located within any Redevelopment Project Area selected for a Redevelopment Project, which revenue shall be declared as surplus by the City and shall be distributed annually by the County Collector pursuant to the terms of the Cooperative Agreement to the Taxing Districts on a basis that is proportional to the current collections of revenue that each Taxing District receives from real property within the Redevelopment Area.

AA. Obligations. Bonds, loans, debentures, notes, special certificates, or other evidences of indebtedness, singly or in a series, issued by the CID or any other issuer approved by the City pursuant to the TIF Act or the CID Act and in accordance with this Plan, to pay or reimburse all or any portion of the Reimbursable Project Costs incurred or estimated to be incurred, or to otherwise carry out the Redevelopment Projects, to finance the cost of issuing such Obligations, to establish reserves to refund or secure such Obligations, to finance the interest costs associated with such Obligations or to refund, redeem or defease outstanding Obligations.

BB. Ordinance. An ordinance enacted by the City Council.

CC. Payments in Lieu of Taxes. Revenue from real property taxes in any Redevelopment Project Area selected for a Redevelopment Project which is to be used to reimburse the 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 within the corresponding Redevelopment Project Area, and during the time the current equalized value of real property in the Redevelopment Area exceeds the Total Initial Equalized Assessed Value of real property in the Redevelopment Area, until the designation is terminated pursuant to this Plan which shall not be later than twenty-three (23) years after such Redevelopment Project is approved, 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.

DD. PILOT Account. The separate segregated account within the Montage Special Allocation Fund into which Payments in Lieu of Taxes are to be deposited.

EE. Plan. The Montage Tax Increment Financing Plan.

FF. Preliminary Site Plan. The preliminary site plan for the Redevelopment Projects, which is attached as Exhibit 3.

GG. Public Infrastructure Improvements. The following public improvements which will be constructed within or adjacent to a Redevelopment Project Area: one hundred percent (100%) of City Master Plan Water Improvements, approximately 151,590 linear feet of roadways, five (5) roundabouts, one (1) super roundabout with new southbound on-ramp to I-35, three (3) traffic signals, approximately 42,600 linear feet of trails with a regional connection, two (2) pedestrian tunnels, Glenn Hendren I-35 flyover, approximately 96,400 linear feet of water lines, six (6) pump stations, ten (10) watersheds, approximately 96,400 linear feet of sanitary and stormwater sewers, ten (10) regional stormwater basins, one (1) regional stormwater detentionway, and other infrastructure improvements, adjacent to and/or serving any

Redevelopment Project Area, some of which are located outside the Redevelopment Area but are necessary and beneficial to the Redevelopment Project Areas and the Plan.

HH. Redevelopment Area. That certain property legally described in Exhibit 1 which is coterminous with the Redevelopment Project Areas.

II. Redevelopment Project. Redevelopment Project 1, Redevelopment Project 2, Redevelopment Project 3, Redevelopment Project 4, and Redevelopment Project 5 are each a “Redevelopment Project.”

JJ. Redevelopment Project 1. The construction of a demonstration farm and event venue, the Grove Learning Center, three (3) pocket parks, and certain Public Infrastructure Improvements, in substantial compliance with the preliminary site plan attached hereto as Exhibit 3A, which shall include, but not necessarily be limited to, the following Public Infrastructure Improvements, some of which are located outside the Redevelopment Area but are necessary and beneficial to the Redevelopment Project Areas and the Plan: fifty percent (50%) of City Master Plan Water Improvements, approximately 52,140 linear feet of roadways, four (4) roundabouts, one (1) super roundabout (Plattsburg Rd. at I-35) with new southbound on-ramp to I-35, two (2) traffic signals, two (2) pedestrian tunnels, two (2) watersheds, one (1) pump station, approximately 25,300 linear feet of water lines, approximately 25,300 linear feet of sanitary and stormwater sewers, regional stormwater basin, regional detentionway, and approximately 6,600 linear feet of trails.

KK. Redevelopment Project 2. The construction of an amphitheater, sports park complex, grand lawn, Montage community center with associated amenities, and certain Public Infrastructure Improvements, in substantial compliance with the preliminary site plan attached hereto as Exhibit 3B, which shall include, but not necessarily be limited to, the following Public

Infrastructure Improvements, some of which are located outside the Redevelopment Area but are necessary and beneficial to the Redevelopment Project Areas and the Plan: twenty percent (20%) of City Master Plan Water Improvements, approximately 38,200 linear feet of roadways, one (1) traffic signal, one (1) roundabout, Glenn Hendren I-35 flyover, approximately 10,560 linear feet of trails along with a regional trail connection, approximately 23,500 linear feet of sanitary and stormwater sewers, approximately 23,500 linear feet of water lines, two (2) pump stations and watersheds, and four (4) regional stormwater basins.

LL. Redevelopment Project 3. The construction of certain Public Infrastructure Improvements, in substantial compliance with the preliminary site plan attached hereto as Exhibit 3C, which shall include, but not necessarily be limited to, the following Public Infrastructure Improvements, some of which are located outside the Redevelopment Area but are necessary and beneficial to the Redevelopment Project Areas and the Plan: fifteen percent (15%) of City Master Plan Water Improvements, approximately 28,650 linear feet of roadways, approximately 15,000 linear feet of sanitary and stormwater sewers, approximately 15,000 linear feet of water lines, two (2) pump stations and watersheds, three (3) regional stormwater basins, and approximately 7,920 linear feet of trails.

MM. Redevelopment Project 4. The construction of a neighborhood stable, art center, and certain Public Infrastructure Improvements, in substantial compliance with the preliminary site plan attached hereto as Exhibit 3D, which shall include, but not necessarily be limited to, the following Public Infrastructure Improvements, some of which are located outside the Redevelopment Area but are necessary and beneficial to the Redevelopment Project Areas and the Plan: ten percent (10%) of City Master Plan Water Improvements, approximately 19,700 linear feet of roadways, one (1) pump station, two (2) watersheds, approximately 19,700 linear

feet of water lines, approximately 19,700 linear feet of sanitary and stormwater sewers, one (1) regional stormwater basin, and approximately 7,920 linear feet of trails.

NN. Redevelopment Project 5. The construction of certain Public Infrastructure Improvements, in substantial compliance with the preliminary site plan attached hereto as Exhibit 3E, which shall include, but not necessarily be limited to, the following Public Infrastructure Improvements, some of which are located outside the Redevelopment Area but are necessary and beneficial to the Redevelopment Project Areas and the Plan: five percent (5%) of City Master Plan Water Improvements, approximately 12,900 linear feet of roadways, approximately 12,900 linear feet of water lines, approximately 12,900 linear feet of sanitary and stormwater sewers, two (2) watersheds, one (1) regional stormwater basin, and approximately 9,660 linear feet of trails.

OO. Redevelopment Projects. Redevelopment Project 1, Redevelopment Project 2, Redevelopment Project 3, Redevelopment Project 4, and Redevelopment Project 5 are collectively, the “Redevelopment Projects.”

PP. Redevelopment Project Area. Redevelopment Project Area 1, Redevelopment Project Area 2, Redevelopment Project Area 3, Redevelopment Project Area 4, and Redevelopment Project Area 5 are each a “Redevelopment Project Area.”

QQ. Redevelopment Project Area 1. The area legally described in Exhibit 1A.

RR. Redevelopment Project Area 2. The area legally described in Exhibit 1B.

SS. Redevelopment Project Area 3. The area legally described in Exhibit 1C.

TT. Redevelopment Project Area 4. The area legally described in Exhibit 1D.

UU. Redevelopment Project Area 5. The area legally described in Exhibit 1E.

VV. Redevelopment Project Areas. Redevelopment Project Area 1, Redevelopment Project Area 2, Redevelopment Project Area 3, Redevelopment Project Area 4, and Redevelopment Project Area 5 are collectively, the “Redevelopment Project Areas.”

WW. Redevelopment Project Costs. The sum total of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to this Plan or any Redevelopment Project, as applicable. Current estimates of the Redevelopment Project Costs are attached as Exhibit 4. It should be noted that the costs set forth on Exhibit 4 are estimated based on the knowledge of the Redevelopment Projects at this time and that the actual redevelopment cost items for implementing the Redevelopment Projects may vary depending on market conditions and other factors. Such costs include, but are not limited to, the following:

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 for reasonable administrative costs of the TIF Commission, such costs shall be allowed only as an initial expense which are included in the costs set forth in this Plan or the Redevelopment Project);
3. Property assembly costs, including, but not limited to, acquisition of land and other property, real or personal, or rights and interests therein, and the clearing and grading of land;
4. Costs of all construction associated with any Redevelopment Project;
5. Initial costs for an Economic Development Area (as defined in the Act);
6. Costs of construction of public works or improvements, including the Public Infrastructure Improvements;

7. Debt Service and Financing 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.

XX. Reimbursable Project Costs. Shall be an amount equal to the actual net proceeds of the Obligations plus any CID Sales Tax Revenue remaining after deducting the Captured CID Sales Tax Revenue. Reimbursable Project Costs are currently estimated to be an amount equal to \$139,996,702 of the Redevelopment Project Costs for the infrastructure projects included within the Redevelopment Projects, plus Debt Service and Financing Costs, with \$126,126,930 (plus Debt Service and Financing Costs) from TIF eligible line items and \$13,869,772 (plus Debt Service and Financing Costs) from CID eligible line items, as such estimates may be amended from time to time without further amendment to the Plan. Notwithstanding anything contained in this Plan to the contrary, only the costs associated with the Public Infrastructure Projects shall be eligible for reimbursement as Reimbursable Project Costs in accordance with Section 99.825.3 of the TIF Act.

YY. Single Family Surplus Payments in Lieu of Taxes. Means the amount of revenue collected from 85% of the Payments in Lieu of Taxes attributable to single family residential property located within any Redevelopment Project Area selected for a Redevelopment Project, which revenue shall be declared as surplus by the City and shall be distributed annually by the County Collector pursuant to the terms of the Cooperative Agreement to the Taxing Districts on a basis that is proportional to the current collections of revenue that each Taxing District receives from real property within the Redevelopment Area.

ZZ. Surplus Payments In Lieu of Taxes. The Multifamily Surplus Payments In Lieu of Taxes and the Single Family Surplus Payments In Lieu of Taxes are collectively, the “Surplus Payments In Lieu of Taxes.”

AAA. Taxing District. Any political subdivision of the State of Missouri located wholly or partially within the Redevelopment Area having the power to levy taxes.

BBB. TIF Act. The Real Property Tax Increment Allocation Redevelopment Act, Section 99.800 *et seq.*, of the Revised Statutes of Missouri, as amended.

CCC. TIF Commission. The Tax Increment Financing Commission of the City.

DDD. TIF Revenue. Payments in Lieu of Taxes, Economic Activity Taxes, and the Captured CID Sales Tax Revenues.

EEE. Total Initial Equalized Assessed Value. That amount certified by the County Assessor which equals the most recently ascertained equalized assessed value of each taxable lot, block, tract, or parcel of real property within a Redevelopment Project Area immediately after tax increment financing for such Redevelopment Project Area has been approved by the City Council by an Ordinance.

III. TAX INCREMENT FINANCING

This Plan is adopted pursuant to the TIF Act, which enables municipalities to finance Redevelopment Project Costs with the revenue generated from both Payments in Lieu of Taxes resulting from increased assessed valuation on new development and Economic Activity Taxes resulting from increased economic activities in the Redevelopment Project Areas.

Immediately after the City Council approves any Redevelopment Project and adopts tax increment financing for the corresponding Redevelopment Project Area, the County Assessor shall certify the Total Initial Equalized Assessed Value of such corresponding Redevelopment Project Area. Real estate taxes (including penalties and interest thereon) resulting from (1) all

taxes levied on the Total Initial Equalized Assessed Value for such corresponding Redevelopment Project Area; (2) the blind pension fund tax levied under the authority of Article III, Section 38(b) of the Missouri Constitution, (3) the merchant's and manufacturer's inventory replacement tax levied under the authority of Article X, Section 6(2) of the Missouri Constitution, will be payable to Taxing Districts as if tax increment financing were not adopted. Payments in Lieu of Taxes (including applicable penalties and interest) collected from owners of property within the Redevelopment Project Areas will be paid by the County Collector to the City Treasurer and deposited in the PILOT Account within the Montage Special Allocation fund. In addition, following annual appropriation by the appropriate Taxing Districts, the Economic Activity Taxes shall be paid by the collecting Taxing Districts to the City Treasurer who shall deposit such funds in the Economic Activity Account within the Montage Special Allocation Fund.

IV. REDEVELOPMENT PLAN OBJECTIVES

The objectives of this Plan are outlined below:

A. General Plan Objectives. The general objectives of this Plan are:

1. To discourage commerce, industry and manufacturing from moving operations to another state.
2. To increase employment and housing opportunities in the City.
3. To eliminate adverse conditions in and adjacent to the Redevelopment Project Areas which have hindered development and employment.
4. To provide for access to and traffic flow in the Redevelopment Area.
5. To eliminate conditions which cause the Redevelopment Area to be designated as an Economic Development Area and to encourage the provision of basic infrastructure.

6. To expand the tax base of the City and other Taxing Districts by the addition of taxable residential and commercial real property, and associated increases in taxable personal property, taxable retail sales and other taxable economic activity and taxable income.

B. Specific Plan Objectives. Specific objectives of this Plan include the construction of the Public Infrastructure Improvements and other improvements described in this Plan that will promote development within and around the Redevelopment Area.

V. PLAN IMPLEMENTATION

A. Site Preparation. To achieve the specific and general objectives of this Plan, the Developer will design and construct the Redevelopment Projects.

B. General Land Use. The Redevelopment Area is currently undeveloped agricultural land and zoned R1-A Residential but will be appropriately rezoned for the Redevelopment Projects. The proposed general land use for the Redevelopment Area is envisioned to be primarily residential with commercial and industrial uses located on major streets, a sports park complex, amphitheater, school, Grove Learning Center, art center, demonstration farm, event center, and other community amenities. The preliminary site plan attached hereto as Exhibit 3 designates the intended predominate land use categories for which the tracts in the Redevelopment Area will be sold, leased, or otherwise conveyed.

C. Redevelopment Projects. The Redevelopment Projects will include construction of the Public Infrastructure Improvements and other improvements described in this Plan. Portions of the above-mentioned Public Infrastructure Improvements may be located outside the Redevelopment Area but are necessary and beneficial to the Redevelopment Project Areas and the Plan.

D. Schedule of Development. As indicated on the Development Schedule attached as Exhibit 5, the Redevelopment Project will be constructed in phases. The completion of any Redevelopment Project and retirement of any obligations incurred to finance the corresponding Redevelopment Project Costs will be completed no later than twenty-three (23) years from the adoption of the Ordinance approving such Redevelopment Project, provided that no Ordinance approving a Redevelopment Project shall be adopted later than ten (10) years from the adoption of the Ordinance approving this Plan.

E. Relocation Assistance Plan. In the event that there are businesses or residences in the Redevelopment Area that will be required to relocate in order to implement this Plan, such relocation will only occur following an agreement between the relevant parties without the use of eminent domain. Developer will follow the provisions of Section 523.205 of the Revised Statutes of Missouri in accordance with the Relocation Assistance Plan attached as Exhibit 13.

VI. FINANCING PLAN

A. Projected Redevelopment Project Costs. The combined Redevelopment Project Costs for the Redevelopment Projects are estimated to be approximately \$304,689,954, as shown on Exhibit 4, plus Debt Service and Financing Costs. The Redevelopment Project Costs for Redevelopment Project 1 are estimated to be approximately \$93,882,038, plus Debt Service and Financing Costs. The Redevelopment Project Costs for Redevelopment Project 2 are estimated to be approximately \$81,943,232, plus Debt Service and Financing Costs. The Redevelopment Project Costs for Redevelopment Project 3 are estimated to be approximately \$43,082,044, plus Debt Service and Financing Costs. The Redevelopment Project Costs for Redevelopment Project 4 are estimated to be approximately \$69,048,147, plus Debt Service and Financing Costs. The Redevelopment Project Costs for Redevelopment Project 5 are estimated to be approximately \$16,734,493, plus Debt Service and Financing Costs.

B. Sources of Funds. It is anticipated that the Developer, by way of private sources, will secure funding for all of the Redevelopment Project Costs that are not Reimbursable Project Costs. The CID, or any other issuer approved by the City, shall issue Obligations for the reimbursement of a portion of the Reimbursable Project Costs in accordance with the TIF Act and the CID Act. All Reimbursable Project Costs will ultimately be repaid by proceeds of the Obligations, TIF Revenue, and Non-Captured CID Revenue, but will be limited to the amounts set forth in this Plan.

C. Evidence of Commitment to Finance. The Developer has committed to fund the costs of the Redevelopment Projects, excluding certain costs that are qualified as Reimbursable Project Costs. This commitment is evidenced in a letter attached as Exhibit 6.

D. Issuance, Nature and Term of Obligations. If Obligations are issued by or at the direction of the City or the CID, pursuant to this Plan, issuance will be on terms and at an interest rate determined by market conditions at the time of issuance. TIF Revenues from one or more of the Redevelopment Project Areas will be used for the repayment of Obligations, as approved by the City Council and as set forth in more detail in the applicable documents controlling such Obligations. The proceeds of the Obligations may be used to finance all or any portion of the Reimbursable Project Costs incurred or to be incurred by the Developer. The proceeds of the Obligations may also be used to fund capitalized interest accounts, debt service reserve funds, and Financing Costs, as may be required to issue such Obligations. Obligations may be sold in one or more series in order to implement this Plan. Any Obligation issued by the City must mature within twenty (23) years from their respective issuance dates. Any Obligation issued by the CID must mature within twenty (20) years from their respective issuance dates.

E. Certification of Reimbursable Project Costs. After the Developer incurs Reimbursable Project Costs, the City shall review and approve a certificate from the Developer, which is supported and verified by statements or documentation from an architect, engineer or other appropriate party, certifying that Reimbursable Project Costs have been incurred. Such certified Reimbursable Project Costs shall begin to accrue interest at the time the certificate for such costs are submitted until reimbursed as provided below.

F. Reimbursement of Reimbursable Project Costs. Reimbursable Project Costs, which are certified as provided above, shall be paid with interest as provided above, from the proceeds of Obligations or from the Montage Special Allocation Fund in accordance with Article VII of this Plan. Reimbursable Project Costs may be greater or less than the itemized amounts set forth on Exhibit 4. In the event Obligations are issued, the City will pledge funds on deposit in the Montage Special Allocation Fund for repayment of Debt Service on the Obligations and pay the Reimbursable Project Costs with the proceeds.

G. Projected TIF Revenue and Other Incremental Revenue. The Payments in Lieu of Taxes and Economic Activity Taxes estimated to be generated by Redevelopment Project 1 are approximately \$91,256,714 and \$8,842,110, respectively. The Payments in Lieu of Taxes and Economic Activity Taxes estimated to be generated by Redevelopment Project 2 are approximately \$93,275,516 and \$6,757,574, respectively. The Payments in Lieu of Taxes and Economic Activity Taxes estimated to be generated by Redevelopment Project 3 are approximately \$65,323,131 and \$25,026,416, respectively. The Payments in Lieu of Taxes and Economic Activity Taxes estimated to be generated by Redevelopment Project 4 are approximately \$120,081,787 and \$15,274,668, respectively. The Payments in Lieu of Taxes and Economic Activity Taxes estimated to be generated by Redevelopment Project 5 are

approximately \$3,820,664 and \$0.00, respectively. The projections and the specific assumptions made to determine such projections are set forth in Exhibit 8.

H. Payments in Lieu of Taxes. Calculation of anticipated Payments in Lieu of Taxes is based on current and projected future real property assessed valuations and the best available information concerning future property tax levy rates, both of which are subject to change due to many factors, including statewide reassessment, the effects of real property classification for real property tax purposes, and the rollback in tax levies resulting from reassessment or reclassification.

1. Equalized Assessed Valuations. According to the records of the County Assessor, the approximate Total Initial Equalized Assessed Value of the One Hundred Sixty-Five Thousand Four Hundred Twenty and No/100 Dollars (\$165,420). The approximate current ad valorem tax levy rates in the Redevelopment Area are \$7.83 per \$100 of assessed valuation for residential property and \$9.45 per \$100 of assessed valuation for commercial property, which includes a \$1.50 for the replacement tax levy and \$0.30 for the blind pension fund, which levies are not subject to tax increment financing.

2. Anticipated Assessed Valuation.

(a) Upon completion of Redevelopment Project 1, the assessed value of the Redevelopment Project Area 1 is anticipated to be \$92,166,401, which will annually yield an estimated \$7,216,353 in additional ad valorem real property taxes. Upon completion of Redevelopment Project 2, the assessed value of the Redevelopment Project Area is anticipated to be \$121,117,292, which will annually yield an estimated \$9,486,040 in additional ad valorem real property

taxes. Upon completion of Redevelopment Project 3, the assessed value of the Redevelopment Project Area 3 is anticipated to be \$49,152,812, which will annually yield an estimated \$3,848,518 in additional ad valorem real property taxes. Upon completion of Redevelopment Project 4, the assessed value of the Redevelopment Project Area 4 is anticipated to be \$108,521,844, which will annually yield an estimated \$8,666,874 in additional ad valorem real property taxes. Upon completion of Redevelopment Project 5, the assessed value of the Redevelopment Project Area 5 is anticipated to be \$20,804,780, which will annually yield an estimated \$1,626,794 in additional ad valorem real property taxes. When development of all of the Redevelopment Projects are complete, and this Plan is terminated, the Redevelopment Project Areas will annually yield an estimated \$38,222,079 in additional ad valorem real property taxes.

I. Economic Activity Taxes. Economic Activity Taxes to be generated in the Redevelopment Project Area consist of sales taxes and utility taxes. Utility tax revenue is not expected to be significant and no projection of utility taxes has been made.

1. Current Sales and Sales Tax Rates. There is currently no sales tax revenue resulting from sales in the Redevelopment Area. The current local sales tax rate for the Taxing Districts is 4.625%, which includes the 0.375% local economic development sales tax that is not subject to tax increment financing. Certain sales taxes are scheduled to expire, and the revenue projections set forth in the Exhibits to this Plan assume that such sales taxes are renewed.

2. Anticipated Sales Taxes. Upon completion of Redevelopment Project 1, the total annual sales subject to local sales tax in Redevelopment Project Area 1 is

anticipated to be \$18,402,663, which will annually yield an estimated \$851,123 in additional sales tax revenue. Upon completion of Redevelopment Project 2, the total annual sales subject to local sales tax in Redevelopment Project Area 2 is anticipated to be \$15,097,011, which will annually yield an estimated \$698,237 in additional sales tax revenue. Upon completion of Redevelopment Project 3, the total annual sales subject to local sales tax in Redevelopment Project Area 3 is anticipated to be \$53,141,486, which will annually yield an estimated \$2,457,794 in additional sales tax revenue. Upon completion of Redevelopment Project 4, the total annual sales subject to local sales tax in Redevelopment Project Area 4 is anticipated to be \$34,571,399, which will annually yield an estimated \$1,598,927 in additional sales tax revenue. Upon completion of Redevelopment Project 5, the total annual sales subject to local sales tax in Redevelopment Project Area 5 is anticipated to be \$0.00, which will annually yield an estimated \$0 in additional sales tax revenue. When development of all of the Redevelopment Projects are complete, and this Plan is terminated, the Redevelopment Project Areas will annually yield an estimated \$5,891,255 in additional sales tax revenue.

J. Montage Special Allocation Fund. Payments in Lieu of Taxes shall be deposited into the PILOT Account within the Montage Special Allocation Fund, and Economic Activity Taxes shall be deposited into the Economic Activity Account within the Montage Special Allocation Fund. Revenue so deposited and any interest earned on such deposits will be used for and is pledged for the payment of Reimbursable Project Costs, debt service on any Obligations, and for the distribution to the Taxing Districts, in the manner set forth in Article VII of this Plan, subject to the City Council's annual appropriation of revenues in the Economic Activity Account.

VII. DISBURSEMENTS FROM MONTAGE SPECIAL ALLOCATION FUND

All disbursements from the Montage Special Allocation Fund will be made by the City Treasurer out of the two separate segregated accounts maintained within the Montage Special Allocation Fund for Payments in Lieu of Taxes and Economic Activity Taxes in proportion to their respective balances at the time of making a disbursement as set forth in this Plan. Disbursements shall be made by the City Treasurer, in the following manner and order of preference:

First,

To payment of Surplus Payments in Lieu of Taxes as required by the terms of this Agreement.

Second,

To pay Debt Service on Obligations issued to finance Reimbursable Projects Costs;

Third,

Following the completion of the Redevelopment Project, the payment of all Reimbursable Project Costs incurred or expected to be incurred, and the payment of all Obligations, if any, funds remaining in the Montage Special Allocation Fund shall be disbursed by the City Treasurer to the appropriate Taxing Districts in accordance with the Act.

The above order of preference sets forth general priorities but is subject to negotiation, revision, and the inclusion of additional items in the redevelopment agreement and as may be set forth in any contracts and other documents associated with the issuance of Obligations.

VIII. PROCEDURES FOR PAYMENTS TO THE MONTAGE SPECIAL ALLOCATION FUND

A. Payments in Lieu of Taxes. Following the designation of each Redevelopment Project Area, for as long as such Redevelopment Project Area is subject to tax increment financing, the County Assessor shall determine the assessed value of such Redevelopment Project Area without regard to tax increment financing. The County Collector shall collect sums due from real property within such Redevelopment Project Area in accordance with the current equalized assessed valuation and tax levies in effect for each year. The amount collected which represents Payments in Lieu of Taxes shall be paid by the County Collector within thirty (30) days after collection to the City Treasurer who shall immediately deposit the amount paid into the PILOT Account within the Montage Special Allocation Fund, to be utilized and expended in accordance with the TIF Act and this Plan.

B. Economic Activity Taxes. Following the designation of each Redevelopment Project Area, for as long as such Redevelopment Project Area is subject to tax increment financing, Economic Activity Taxes shall be determined and deposited into the Economic Activity Account within the Montage Special Allocation Fund in accordance with the following procedures:

1. Documentation of Economic Activity Taxes by Taxpayers. The City will determine the type and amount of the Economic Activity Taxes paid by each entity paying sales taxes within such Redevelopment Project Area.

2. Presentation to Taxing Districts. The City Treasurer shall deliver by mail or hand delivery a certification of Economic Activity Taxes payable by each Taxing District to the governing body of each such Taxing District. Each Taxing District shall within thirty (30) days of receiving the certification or within thirty (30) days after

receiving any such Economic Activity Tax, whichever is later, appropriate the amount of Economic Activity Taxes actually received and pay the appropriate sum to the City Treasurer.

3. Deposit of Funds. The City Treasurer shall deposit the payments of Economic Activity Taxes received from the respective Taxing Districts in the Economic Activity Account in the Montage Special Allocation Fund, to be utilized and expended in accordance with the TIF Act and this Plan.

IX. MARKET COST-BENEFIT ANALYSIS

The amount of all revenue estimated to be received by the Taxing Districts directly from the Redevelopment Projects during the life of the Plan is \$700,000,686, as shown on the direct tax impact analysis attached as Exhibit 11. A cost-benefit analysis showing the economic impact of the Redevelopment Project on each Taxing District is attached as Exhibit 10. The cost-benefit analysis shows the impact of the economy if the Redevelopment Projects are built pursuant to this Plan, and together with the direct tax impact analysis, illustrates the fiscal impact on every Taxing District. All Reimbursable Project Costs for each Redevelopment Project are projected to be repaid within twenty-three years after tax increment financing was activated by Ordinance for the corresponding Redevelopment Project. The cost-benefit analysis provides sufficient information to evaluate and support the financial feasibility of the Redevelopment Projects as proposed.

X. PROVISIONS FOR AMENDING THE TAX INCREMENT FINANCING PLAN

This Plan may be amended in accordance with the provisions of the TIF Act. Additionally, as required by the TIF Act, the City shall report to the Missouri Department of

Economic Development by the last day of February each year, the name, phone number, and primary line of business of any business which is located within the Redevelopment Area.

XI. TERMINATION OF TAX INCREMENT FINANCING

Tax increment financing for the Redevelopment Projects and the Redevelopment Project Areas shall remain in effect until the Redevelopment Projects have been constructed, all Obligations repaid, and all Reimbursable Project Costs incurred or to be incurred by the Developer have been reimbursed. At that time, tax increment financing shall be terminated by the adoption of an Ordinance of the City Council terminating the designation of the Redevelopment Project Areas, or by any other method authorized by the Act.

XII. REQUIRED STATUTORY FINDINGS

With the approval of this Plan, the TIF Commission and the City Council have, as required by the Act, made the findings set forth below.

A. Economic Development Area. The Redevelopment Area on the whole is an Economic Development Area as defined in the TIF Act, the Redevelopment Projects will not be solely used for development of commercial business which unfairly competes in the local economy, and the Redevelopment Projects are in the public interest because alleviating the lack of basic infrastructure within the Redevelopment Area will (i) preserve and enhance the tax base of the City and the other Taxing Districts, (ii) increase employment opportunities in the City, and (iii) discourage residents, commerce, and industry from moving to another state.

B. Expectations for Development. The Redevelopment Area has not been subject to growth and development through investment by private enterprise as demonstrated in part by the Developer Affidavit, attached as Exhibit 12, and would not reasonably be anticipated to be developed without the adoption of tax increment financing due to the lack of basic infrastructure and the substantial costs of the Redevelopment Projects. As required by Section 99.825.3 of the

TIF Act, this Plan provides that TIF Revenue may only be used to reimburse the costs associated with infrastructure projects.

C. Conforms to Comprehensive Plan. This Plan is generally consistent and conforms with the City's Comprehensive Plan. In addition, all development in the Redevelopment Area will comply with applicable codes and ordinances.

D. Date to Adopt Redevelopment Project. Any Ordinance approving any Redevelopment Project will not be adopted later than ten (10) years from the adoption of this Plan.

E. Date to Complete Redevelopment. The estimated date to complete each Redevelopment Project is not more than twenty-three (23) years from the adoption of the Ordinance approving such Redevelopment Project.

F. Date to Retire Obligations. In the event Obligations are issued to finance Redevelopment Project Costs, such Obligations will be retired less than twenty-three (23) years from the date such Obligations are issued.

G. Acquisition by Eminent Domain. It is not anticipated that property constituting the Redevelopment Area will be acquired by eminent domain; however, in any event, no property for a Redevelopment Project shall be acquired by eminent domain later than five (5) years from the adoption of the Ordinance approving any Redevelopment Project.

H. Relocation Assistance Plan. A plan has been developed for relocation assistance for businesses and residences, if any, and is attached as Exhibit 13.

I. Cost-Benefit Analysis. The cost-benefit analysis attached as Exhibit 10, together with the direct tax impact analysis attached as Exhibits 11, shows the economic impact of this Plan on each Taxing District. The analysis shows the impact on the economy if the

Redevelopment Projects are built and if the Redevelopment Projects are not built pursuant to this Plan. The analyses include a fiscal impact study on every Taxing District, and sufficient information to evaluate whether this Plan and the Redevelopment Projects, as proposed, are financially feasible.

J. Gambling Establishment. This Plan does not include the initial development or redevelopment of any gambling establishment as defined in the TIF Act.

EXHIBIT 1

Legal Description – Redevelopment Area

TRACT 1:

All that part of the West one half of Section 29, Township 52, Range 31, lying Northwesterly of Interstate Highway I-35, in Clay County, Missouri, being more particularly described as follows: Beginning at the Northwest corner of Section 29, Township 52, Range 31; thence along the North line of Northwest One-Quarter of said Section 29, North 89 degrees 38 minutes 57 seconds East a distance of 1394.06 feet to a point on the Westerly right of way line of Interstate Highway No. 35 as now established; thence along said Westerly right of way line the following five courses, South 25 degrees 46 minutes 30 seconds West a distance of 467.32 feet; thence South 21 degrees 51 minutes 12 seconds West a distance of 1551.31 feet; thence South 34 degrees 07 minutes 17 seconds West a distance of 504.18 feet; thence North 77 degrees 16 minutes 44 seconds West a distance of 292.98 feet; thence South 89 degrees 44 minutes 46 seconds West a distance of 35.00 feet to a point on the West line of the said Northwest One-Quarter of Section 29; thence along said West line, North 00 degrees 15 minutes 14 seconds West a distance of 2205.17 feet to the Point of Beginning and containing 46.16 acres more or less, Except that part taken or used for road right of way.

TRACT 2:

Part of the Northeast One-Quarter of Section 36, Township 52, Range 32, in Clay County, Missouri, being described as follows:

Beginning at the Northeast corner of the Northeast One-Quarter of said Section 36; thence along the East line of the said Northeast One-Quarter, South 00 degrees 20 minutes 07 seconds West a distance of 696.31 feet; North 89 degrees 31 minutes 17 seconds West a distance of 646.25 feet; thence North 00 degrees 29 minutes 28 seconds East a distance of 696.39 feet to a point on the North line of the said Northeast One-Quarter; thence along the said North line South 89 degrees 30 minutes 58 seconds East a distance of 644.36 feet to the Point of Beginning and containing 10.31 acres more or less, Except that part taken or used for road right of way.

TRACT 3:

Part of the Northeast One-Quarter of Section 36, Township 52, Range 32, in Clay County, Missouri, being described as follows:

Beginning at the Southeast corner of the Northeast One-Quarter of said Section 36; thence along the South line of the said Northeast One-Quarter, North 89 degrees 29 minutes 04 seconds West a distance of 698.90 feet; thence North 00 degrees 20 minutes 34 seconds East a distance of 216.72 feet; thence South 89 degrees 30 minutes 13 seconds East a distance of 698.87 feet to a point on the East line of the said Northeast One-Quarter; thence along said East line South 00 degrees 20 minutes 07 seconds West a distance of 216.95 feet to the Point of Beginning and containing 3.47 acres more or less, Except that part taken or used for road right of way.

TRACT 4:

Part of the North one-half of Section 31 and part of the South one-half of Section 30, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Commencing at the Northwest corner of Section 31 and the Southwest corner of Section 30; thence along the West line of said Section 31, South 00 degrees 20 minutes 07 seconds West a distance of 66.49 feet to a point on the Westerly extension of the South right of way line of Northeast 104th Street as now established by LIBERTY SECOND HIGH SCHOOL, a subdivision in the City of Liberty, said point being the Point of Beginning; thence along the said South right of way line of Northeast 104th Street and the Westerly extension thereof for the following three courses, South 89 degrees 49 minutes 07 seconds East a distance of 245.79 to a point of curvature; thence Northeasterly on a curve to the left being tangent to the previous course, having a radius of 1265.00 feet, a central angle of 65 degrees 43 minutes 47 seconds and an arc length of 1451.21 feet; thence North 24 degrees 27 minutes 06 seconds East a distance of 443.25 feet; thence South 19 degrees 56 minutes 29 seconds East a distance of 1262.62 feet; thence North 44 degrees 52 minutes 58 seconds East a distance of 696.64 feet to a point of curvature; thence Northeasterly on a curve to the right being tangent to the previous course, having a radius of 1500.00 feet, a central angle of 16 degrees 23 minutes 51 seconds and an arc length of 429.29 feet; thence North 61 degrees 16 minutes 50 seconds East a distance of 305.30 feet; thence South 28 degrees 43 minutes 10 seconds East a distance of 77.58 feet to a point of curvature; thence Southeasterly on a curve to the left being tangent to the previous course, having a radius of 300.00 feet, a central angle of 38 degrees 31 minutes 41 seconds and an arc length of 201.73 feet; thence South 67 degrees 14 minutes 52 seconds East a distance of 429.20 feet to a point of curvature; thence Southeasterly on a curve to the right being tangent to the previous course, having a radius of 300.00 feet, a central angle of 26 degrees 41 minutes 15 seconds and an arc length of 139.74 feet; thence South 40 degrees 33 minutes 37 seconds East a distance of 163.36 feet to a point of curvature; thence Southwesterly on a curve to the left having an initial tangent bearing of South 49 degrees 26 minutes 23 seconds West, a radius of 500.00 feet, a central angle of 26 degrees 36 minutes 51 seconds and an arc length of 232.25 feet; thence South 22 degrees 49 minutes 32 seconds West a distance of 27.00 feet to a point of curvature; thence Southwesterly on a curve to the right being tangent to the previous course, having a radius of 500.00 feet, a central angle of 38 degrees 34 minutes 11 seconds and an arc length of 336.59 feet to a point of reverse curvature; thence Southwesterly on a curve to the left having an initial tangent bearing of South 61 degrees 08 minutes 40 seconds West, a radius of 550.00 feet, a central angle of 46 degrees 28 minutes 03 seconds and an arc length of 446.06 feet; thence South 75 degrees 19 minutes 22 seconds East a distance of 370.59 feet to a point on the Northerly right of way line of Interstate Highway No. 35 as now established; thence along said Northerly right of way line the following eight courses, South 35 degrees 20 minutes 02 seconds West a distance of 86.08 feet to a point of curvature; thence Southwesterly on a curve to the right having an initial tangent bearing of South 31 degrees 00 minutes 00 seconds West, a radius of 2724.79 feet, a central angle of 20 degrees 44 minutes 00 seconds and an arc length of 986.01 feet; thence South 47 degrees 18 minutes 20 seconds West a distance of 388.58 feet; thence South 51 degrees 44 minutes 00 seconds West a distance of 500.00 feet; thence South 65 degrees 46 minutes 10 seconds West a distance of 103.08 feet; thence South 51 degrees 44 minutes 00 seconds West a

distance of 600.00 feet; thence South 37 degrees 41 minutes 50 seconds West a distance of 103.08 feet ; thence South 51 degrees 43 minutes 32 seconds West a distance of 3.97 feet; thence departing said Northerly right of way line, North 37 degrees 58 minutes 12 seconds West a distance of 574.44 feet to a point of curvature; thence Southwesterly on a curve to the right having an initial tangent bearing of South 45 degrees 47 minutes 50 seconds West, a radius of 1000.00 feet, a central angle of 06 degrees 13 minutes 58 seconds and an arc length of 108.78 feet; thence South 52 degrees 01 minutes 48 seconds West a distance of 175.57 feet; thence North 38 degrees 23 minutes 06 seconds West a distance of 77.65 feet to a point of curvature; thence Northwesterly on a curve to the right being tangent to the previous course having a radius of 700.00 feet, a central angle of 32 degrees 47 minutes 39 seconds and an arc length of 400.66 feet; thence North 05 degrees 35 minutes 27 seconds West a distance of 205.64 feet to a point of curvature; thence Northerly and Northeasterly on a curve to the right being tangent to the previous course having a radius of 700.00 feet, a central angle of 50 degrees 28 minutes 25 seconds and an arc length of 616.65 feet; thence North 44 degrees 52 minutes 58 seconds East a distance of 50.00 feet; thence North 45 degrees 07 minutes 02 seconds West a distance of 106.57 feet to a point of curvature; thence Northwesterly on a curve to the left being tangent to the previous course, having a radius of 300.00 feet, a central angle of 44 degrees 31 minutes 16 seconds and an arc length of 233.11 feet; thence North 89 degrees 38 minutes 18 seconds West a distance of 333.88 feet; thence North 00 degrees 21 minutes 42 seconds East a distance of 232.00 feet; thence North 89 degrees 38 minutes 18 seconds West a distance of 463.70 feet to a point on the West line of said Section 31; thence along said West line North 00 degrees 20 minutes 07 seconds East a distance of 584.44 feet to the Point of Beginning and containing 160.72 acres more or less, Except that part taken or used for road right of way.

TRACT 5:

Part of the Northeast One-Quarter of Section 36, Township 52, Range 32, in Clay County, Missouri, being described as follows:

Commencing at the Southeast corner of the Northeast One-Quarter of said Section 36; thence along the South line of the said Northeast One-Quarter, North 89 degrees 29 minutes 04 seconds West a distance of 698.90 feet to the Point of Beginning; thence continuing along the South line of the said Northeast One-Quarter, North 89 degrees 29 minutes 04 seconds West a distance of 1947.35 feet to the Southwest corner of the said Northeast One-Quarter; thence along the West line of the said Northeast One-Quarter, North 00 degrees 29 minutes 48 seconds East a distance of 2637.10 feet to the Northwest corner of the said Northeast One-Quarter; thence along the North line of said Northeast One-Quarter, South 89 degrees 30 minutes 58 seconds East a distance of 982.23 feet; thence South 00 degrees 28 minutes 43 seconds West a distance of 196.87 feet to a point of curvature; thence Southwesterly on a curve to the right being tangent to the previous course, having a radius of 300.00 feet, a central angle of 08 degrees 39 minutes 18 seconds and an arc length of 45.32 feet; thence South 09 degrees 08 minutes 01 seconds West a distance of 110.42 feet to a point of curvature; thence Southeasterly on a curve to the left being tangent to the previous course having a radius of 300.00 feet, a central angle of 105 degrees 45 minutes 43 seconds and an arc length of 553.77 feet; thence North 83 degrees 22 minutes 18 seconds East a distance of 204.18 feet to a point of curvature; thence Easterly on a curve to the right being tangent to the previous course, having a radius of 300.00 feet, a central angle of 07

degrees 06 minutes 26 seconds and an arc length of 37.21 feet; thence South 89 degrees 31 minutes 17 seconds East a distance of 8.75 feet; thence South 00 degrees 14 minutes 44 seconds West a distance of 1331.42 feet; thence South 89 degrees 30 minutes 51 seconds East a distance of 395.2 feet; thence South 00 degrees 20 minutes 34 seconds West a distance of 640.37 feet to the Point of Beginning and containing 90.86 acres more or less, Except that part taken or used for road right of way.

TRACT 6:

Part of Section 30, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Beginning at the West One-Quarter corner of said Section 30; thence along the West line of the Northwest One-Quarter of said Section 30, North 00 degrees 20 minutes 45 seconds East a distance of 789.22 feet; thence South 89 degrees 38 minutes 18 seconds East a distance of 574.66 feet to a point of curvature; thence Northeasterly on a curve to the left being tangent to the previous course, having a radius of 700.00 feet, a central angle of 14 degrees 10 minutes 11 seconds and an arc length of 173.12 feet; thence North 76 degrees 11 minutes 30 seconds East a distance of 316.36 feet to a point of curvature; thence Northeasterly and Southeasterly on a curve to the right being tangent to the previous course, having a radius of 1500.00 feet, a central angle of 40 degrees 44 minutes 29 seconds and an arc length of 1066.61 feet; thence South 63 degrees 04 minutes 01 seconds East a distance of 137.59 feet; thence North 26 degrees 55 minutes 59 seconds East a distance of 162.05 feet to a point of curvature; thence Northerly on a curve to the left being tangent to the previous course, having a radius of 700.00 feet, a central angle of 39 degrees 37 minutes 48 seconds and an arc length of 484.17 feet; thence North 12 degrees 41 minutes 48 seconds West a distance of 395.11 feet; thence North 77 degrees 18 minutes 12 seconds East a distance of 630.58 feet; thence South 66 degrees 02 minutes 22 seconds East a distance of 984.89 feet to a point of curvature; thence Southwesterly on a curve to the right having an initial tangent bearing of South 51 degrees 03 minutes 18 seconds West, a radius of 1200.00 feet, a central angle of 01 degrees 04 minutes 43 seconds and an arc length of 22.59 feet; thence South 52 degrees 08 minutes 01 seconds West a distance of 254.09 feet; thence South 61 degrees 33 minutes 56 seconds East a distance of 1387.38 feet; thence South 89 degrees 38 minutes 18 seconds East a distance of 774.80 feet to a point on the East line of the Northeast One-Quarter of said Section 30; thence along said east line, South 00 degrees 15 minutes 14 seconds East a distance of 198.63 feet to a point on the Northerly right of way line of Interstate highway No. 35 as now established; thence along said Northerly right of way line the following four courses, South 89 degrees 56 minutes 22 seconds West a distance of 35.00 feet; thence South 14 degrees 54 minutes 13 seconds West a distance of 155.26 feet; thence South 00 degrees 03 minutes 38 seconds East a distance of 422.68 feet; thence South 01 degrees 06 minutes 43 seconds East a distance of 204.28 feet; thence departing said Northerly right of way line, North 89 degrees 38 minutes 18 seconds West a distance of 871.73 feet to a point of curvature; thence Northwesterly on a curve to the right being tangent to the previous course, having a radius of 1000.00 feet, a central angle of 23 degrees 36 minutes 09 seconds and an arc length of 411.94 feet; thence North 66 degrees 02 minutes 09 seconds West a distance of 73.74 feet; thence South 23 degrees 09 minutes 52 seconds West distance of 780.32 feet; thence North 66 degrees 50 minutes 08 seconds West a distance of 1437.26 feet; thence North 26 degrees 55

minutes 59 seconds East a distance of 480.59 feet; thence North 63 degrees 04 minutes 01 seconds West a distance of 112.64 feet; thence South 78 degrees 55 minutes 49 seconds West a distance of 595.04 feet to a point of curvature; thence Southeasterly on a curve to the left having an initial tangent bearing of South 15 degrees 43 minutes 32 seconds East, a radius of 700.00 feet, a central angle of 12 degrees 15 minutes 10 seconds and an arc length of 149.70 feet to a point of reverse curvature; thence Southwesterly on a curve to the right having an initial tangent bearing of South 27 degrees 58 minutes 43 seconds East, a radius of 400.00 feet, a central angle of 65 degrees 16 minutes 17 seconds and an arc length of 455.68 feet to a point on the North line of LIBERTY SECOND HIGH SCHOOL, a subdivision in the City of Liberty; thence along said North line the following two courses, North 33 degrees 33 minutes 21 seconds West a distance of 487.26 feet; thence North 89 degrees 56 minutes 33 seconds West a distance of 1804.18 feet to a point on the West line of the Southwest One-Quarter of said Section 30; thence along said West line, North 00 degrees 22 minutes 39 seconds East a distance of 198.02 feet to the Point of Beginning.

EXCEPT

That part taken or used for road right of way.

AND EXCEPT

Part of the North One-Half of Section 30, Township 52 North, Range 31 West, Clay County, Missouri, being described as follows:

Beginning at the Southwest corner of the Northwest One-Quarter of said Section 30; thence North along the West line of the said Northwest One-Quarter to the Northwest corner thereof; thence East along the North line of said Section 30 to the Northwest corner of the East one half of the Northeast One-Quarter of said Section 30; thence South along the West line of the said the East one half of the Northeast One-Quarter of said Section 30 to the Southwest corner thereof; thence West along the East-West centerline of said Section 30 to the Point of Beginning.

The property included within this entire description contains 64.94 acres, more or less.

TRACT 7:

Part of the West one half of Section 31, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Beginning at the West One-Quarter corner of said Section 31; thence along the West line of the Northwest One Quarter of said Section 31, North 00 degrees 20 minutes 07 seconds East a distance of 216.95 feet; thence South 89 degrees 37 minutes 49 seconds East a distance of 606.80 feet to a point of curvature; thence Northeasterly on a curve to the left having an initial tangent bearing of South 89 degrees 38 minutes 18 seconds East, a radius of 700.00 feet, a central angle of 38 degrees 19 minutes 54 seconds and an arc length of 468.31 feet; thence North 52 degrees 01 minutes 48 seconds East a distance of 214.02 feet to a point of curvature; thence Northeasterly on a curve to the left being tangent to the previous course, having a radius of

1000.00 feet, a central angle of 06 degrees 13 minutes 58 seconds and an arc length of 108.78 feet; thence South 37 degrees 58 minutes 12 seconds East a distance of 574.44 feet to a point on the Northerly right of way line of Interstate Highway No. 35 as now established; thence along said Northerly right of way line the following five courses, South 51 degrees 42 minutes 11 seconds West a distance of 1918.75 feet; thence North 38 degrees 17 minutes 49 seconds West a distance of 88.00 feet; thence North 20 degrees 56 minutes 51 seconds West a distance of 143.53 feet; thence North 04 degrees 36 minutes 29 seconds West a distance of 36.06 feet; thence South 89 degrees 46 minutes 33 seconds West a distance of 40.42 feet to a point on the West line of the Southwest One-Quarter of said Section 31, thence along said West line, North 00 degrees 31 minutes 53 seconds East a distance of 838.80 feet to the Point of Beginning and containing 30.85 acres more or less, Except that part taken or used for road right of way.

TRACT 8:

Part of the Northwest One Quarter of Section 31, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Commencing at the Northwest corner of said Section 31; thence along the West line of said Northwest One Quarter, South 00 degrees 20 minutes 07 seconds West a distance of 584.44 feet to the Point of Beginning; thence South 89 degrees 38 minutes 18 seconds East a distance of 463.70 feet; thence South 00 degrees 21 minutes 42 seconds West a distance of 463.50 feet; thence North 89 degrees 39 minutes 53 seconds West a distance of 463.49 feet to a point on the said West line of said Northwest One Quarter; thence along said West line, North 00 degrees 20 minutes 07 seconds East a distance of 463.71 feet to the Point of Beginning and containing 4.93 acres more or less, Except that part taken or used for road right of way.

TRACT 9:

Part of the Northeast One-Quarter of Section 36, Township 52, Range 32, in Clay County, Missouri, being described as follows:

Commencing at the Northeast corner of the Northeast One-Quarter of said Section 36; thence along the East line of the said Northeast One-Quarter, South 00 degrees 20 minutes 07 seconds West a distance of 696.31 feet; North 89 degrees 31 minutes 17 seconds West a distance of 646.25 feet to the Point of Beginning; thence continuing North 89 degrees 31 minutes 17 seconds West a distance of 449.82 feet; thence North 00 degrees 14 minutes 44 seconds East a distance of 30.00 feet; thence North 89 degrees 31 minutes 17 seconds west a distance of 8.75 feet to a point of curvature; thence Southwesterly on a curve to the left being tangent to the previous course, having a radius of 300.00 feet, a central angle of 07 degrees 06 minutes 26 seconds and an arc length of 37.21 feet; thence South 83 degrees 22 minutes 18 seconds West a distance of 204.18 feet to a point of curvature; thence Westerly and Northerly on a curve to the right being tangent to the previous course, having a radius of 300.00 feet, a central angle of 105 degrees 45 minutes 43 seconds and an arc length of 553.77 feet; thence North 09 degrees 08 minutes 01 seconds East a distance of 110.42 feet to a point of curvature; thence Northerly on a curve to the left being tangent to the previous course, having a radius of 300.00 feet, a central angle of 08 degrees 39 minutes 18 seconds and an arc length of 45.32 feet; thence North 00 degrees 28 minutes 43

seconds East a distance of 196.87 feet to a point on the North line of the said Northeast One-Quarter; thence along the said North line South 89 degrees 30 minutes 58 seconds East a distance of 1012.24 feet to the Point of Beginning and containing 15.85 acres more or less, Except that part taken or used for road right of way.

TRACT 10:

Part of the North one half of Section 31 and part of the South one half of Section 30, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Commencing at the Northwest corner of the Northeast One-Quarter of said Section 31 and the Southwest corner of the Southeast One-Quarter of said Section 30; thence along the North line of said Northeast One-Quarter of Section 31 and the South line of said Southeast One-Quarter of Section 30, South 89 degrees 20 minutes 03 seconds East a distance of 1174.36 feet to the Point of Beginning; thence North 40 degrees 33 minutes 37 seconds West a distance of 477.61 feet to a point of curvature; thence Northwesterly on a curve to the left being tangent to the previous course, having a radius of 300.00 feet a central angle of 26 degrees 41 minutes 15 seconds and an arc length of 139.74 feet; thence North 67 degrees 14 minutes 52 seconds West a distance of 429.20 feet to a point of curvature; thence Northwesterly on a curve to the right being tangent to the previous course, having a radius of 300.00 feet a central angle of 38 degrees 31 minutes 41 seconds and an arc length of 201.73 feet; thence North 28 degrees 43 minutes 10 seconds West a distance of 77.58 feet; thence North 61 degrees 16 minutes 50 seconds East a distance of 303.10 feet to a point of curvature; thence Northeasterly on a curve to the left being tangent to the previous course, having a radius of 700.00 feet, a central angle of 38 degrees 06 minutes 57 seconds and an arc length of 465.67 feet; thence North 23 degrees 09 minutes 52 seconds East a distance of 234.90 feet; thence South 45 degrees 53 minutes 02 seconds East a distance of 289.69 feet to a point of curvature; thence Southeasterly on a curve to the left being tangent to the previous course, having a radius of 1300.00 feet, a central angle of 25 degrees 41 minutes 20 seconds and an arc length of 582.87 feet to a point of curvature; thence Northeasterly on a curve to the right having an initial tangent bearing of North 36 degrees 25 minutes 16 seconds East, a radius of 300.00 feet, a central angle of 34 degrees 04 minutes 52 seconds and an arc length of 178.45 feet; thence North 70 degrees 30 minutes 08 seconds East a distance of 115.28 feet; thence South 66 degrees 50 minutes 08 seconds East a distance of 447.52 feet to a point of the Westerly right of way line of Interstate Highway No. 35 as now established; thence along said Westerly right of way line the following five courses, South 22 degrees 34 minutes 51 seconds West a distance of 218.45 feet to a point of curvature; thence Southwesterly on a curve to the right being tangent to the previous course, having a radius of 3659.72 feet, a central angle of 04 degrees 27 minutes 28 seconds and an arc length of 284.73 feet; thence South 36 degrees 43 minutes 17 seconds West a distance of 601.18 feet; thence South 75 degrees 32 minutes 11 seconds West a distance of 188.16 feet to a point of curvature; thence Southwesterly on a curve to the left being tangent to the previous course, having a radius of 1074.93 feet, a central angle of 11 degrees 41 minutes 53 seconds and an arc length of 219.47 feet; thence North 40 degrees 33 minutes 37 seconds West a distance of 116.48 feet to the Point of Beginning and containing 36.48 acres more or less, Except that part taken or used for road right of way.

TRACT 11:

Part of the North one half of Section 31 and part of the South one half of Section 30, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Commencing at the Northwest corner of Section 31 and the Southwest corner of Section 30; thence along the North line of said Section 31 and the South line of said Section 30, South 89 degrees 49 minutes 07 seconds East a distance of 1977.67 feet to the Point of Beginning; thence North 19 degrees 56 minutes 29 seconds West a distance of 1153.00 feet to a point on the Easterly right of way line of Northeast 104th Street as now established by LIBERTY SECOND HIGH SCHOOL, a subdivision in the City of Liberty; thence along said Easterly right of way line the following two courses, North 24 degrees 27 minutes 06 seconds East a distance of 367.04 feet to a point of curvature; thence Northeasterly on a curve to the right being tangent to the previous course, having a radius of 2560.00 feet, a central angle of 07 degrees 29 minutes 47 seconds and an arc length of 334.94 feet; thence South 57 degrees 25 minutes 29 seconds East a distance of 1235.20 feet to a point of curvature; thence Southeasterly on a curve to the right being tangent to the previous course, having a radius of 300.00 feet, a central angle of 28 degrees 42 minutes 19 seconds and an arc length of 150.30 feet; thence South 28 degrees 43 minutes 10 seconds East a distance of 165.37 feet; thence South 61 degrees 16 minutes 50 seconds West a distance of 305.30 feet to a point of curvature; thence Southwesterly on a curve to the left being tangent to the previous course, having a radius of 1500.00 feet, a central angle of 16 degrees 23 minutes 51 seconds and an arc length of 429.29 feet; thence South 44 degrees 52 minutes 58 seconds West a distance of 696.64 feet; thence North 19 degrees 56 minutes 29 seconds West a distance of 109.62 feet to the Point of Beginning and containing 31.90 acres more or less, Except that part taken or used for road right of way.

TRACT 12:

Part of the Southeast One-Quarter of Section 30, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Commencing at the Northeast corner of the said Southeast One-Quarter of Section 30; thence along the North line of the said Southeast One Quarter, North 89 degrees 37 minutes 38 seconds West a distance of 76.56 feet to a point on the Westerly right of way line of Interstate Highway No. 35 as now established; thence along said Westerly right of way line the following two courses, South 00 degrees 03 minutes 38 seconds East a distance of 139.05 feet; thence South 01 degrees 06 minutes 43 seconds East a distance of 204.28 feet to the Point of Beginning; thence continuing along said Westerly right of way line the following two courses, South 01 degrees 06 minutes 43 seconds East a distance of 426.12 feet; thence South 22 degrees 34 minutes 51 seconds West a distance of 953.20 feet; thence departing said right of way line, North 66 degrees 50 minutes 08 seconds West a distance of 447.52 feet; thence North 70 degrees 30 minutes 08 seconds East a distance of 116.11 feet to a point of curvature; thence Northeasterly on a curve to the left being tangent to the previous course, having a radius of 300.00 feet, a central angle of 47 degrees 20 minutes 16 seconds and an arc length of 247.86 feet thence North 23 degrees 09 minutes 52 seconds East a distance of 244.84 feet to a point of curvature; thence Northeasterly on a curve to the left being tangent to the previous course, having a radius of 300.00 feet, a central angle of 22 degrees 48 minutes 10 seconds and an arc length of 119.40 feet; thence North

00 degrees 21 minutes 42 seconds East a distance of 587.65 feet; thence South 89 degrees 38 minutes 18 seconds East a distance of 359.86 feet to the Point of Beginning and containing 9.60 acres more or less, Except that part taken or used for road right of way.

TRACT 13:

Part of the Northwest One-Quarter of Section 31, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Commencing at the Southwest corner of the said Northwest One-Quarter of Section 31; thence along the West line of the said Northwest One Quarter, North 00 degrees 20 minutes 07 seconds East a distance of 1000.40 feet to the Point of Beginning; thence continuing along the West line of the said Northwest One Quarter, North 00 degrees 20 minutes 07 seconds East a distance of 549.99 feet; thence South 89 degrees 39 minutes 53 seconds East a distance of 463.49 feet; thence North 00 degrees 21 minutes 42 seconds East a distance of 231.50 feet; thence South 89 degrees 38 minutes 18 seconds East a distance of 333.88 feet to a point of curvature; thence Southeasterly on a curve to the right being tangent to the previous course, having a radius of 300.00 feet, central angle of 44 degrees 31 minutes 16 seconds and an arc length of 233.11 feet; thence South 45 degrees 07 minutes 02 seconds East a distance of 106.57 feet; thence South 44 degrees 52 minutes 58 seconds West a distance of 50.00 feet to a point of curvature; thence Southwesterly on a curve to the left being tangent to the previous course, having a radius of 700.00 feet, a central angle of 50 degrees 28 minutes 25 seconds and an arc length of 616.65 feet; thence South 05 degrees 35 minutes 27 seconds East a distance of 205.64 feet to a point of curvature; thence Southeasterly on a curve to the left being tangent to the previous course, having a radius of 700.00 feet, a central angle of 07 degrees 45 minutes 47 seconds and an arc length of 94.84 feet to a point of curvature; thence Northwesterly on a curve to the right having an initial tangent bearing of South 88 degrees 49 minutes 26 seconds West, a radius of 500.00 feet, a central angle of 20 degrees 48 minutes 07 seconds and an arc length of 181.53 feet; thence North 70 degrees 22 minutes 27 seconds West a distance of 752.53 feet to the Point of Beginning and containing 17.15 acres more or less, Except that part taken or used for road right of way.

TRACT 14:

Part of the Northeast One-Quarter of Section 30, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Commencing at the Northeast corner of the said Northeast One-Quarter of Section 30; thence along the East line of the said Northeast One-Quarter, South 00 degrees 15 minutes 14 seconds East a distance of 894.20 feet to the Point of Beginning; thence continuing South 00 degrees 15 minutes 14 seconds East a distance of 1112.34 feet; thence North 89 degrees 38 minutes 18 seconds West a distance of 774.80 feet; thence North 61 degrees 33 minutes 56 seconds West a distance of 1387.38 feet; thence North 52 degrees 08 minutes 01 seconds East a distance of 254.09 feet to a point of curvature; thence Northeasterly on a curve to the left being tangent to the previous course, having a radius of 1200.00 feet, a central angle of 19 degrees 30 minutes 44 seconds and an arc length of 408.66 feet; South 89 degrees 38 minutes 18 seconds East a 1515.19 feet to the Point of Beginning.

EXCEPT

That part taken or used for road right of way.

AND EXCEPT

Part of the North One-Half of Section 30, Township 52 North, Range 31 West, Clay County, Missouri, being described as follows:

Beginning at the Southwest corner of the Northwest One-Quarter of said Section 30; thence North along the West line of the said Northwest One-Quarter to the Northwest corner thereof; thence East along the North line of said Section 30 to the Northwest corner of the East one half of the Northeast One- Quarter of said Section 30; thence South along the West line of the said the East one half of the Northeast One- Quarter of said Section 30 to the Southwest corner thereof; thence West along the East-West centerline of said Section 30 to the Point of Beginning.

The property included within this entire description contains 31.87 acres, more or less.

TRACT 15:

Part of the Northwest One-Quarter of Section 31, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Commencing at the Southwest corner of the said Northwest One-Quarter of Section 31; thence along the West line of the said Northwest One Quarter, North 00 degrees 20 minutes 07 seconds East a distance of 216.95 feet to the Point of Beginning; thence continuing along the West line of the said Northwest One Quarter, North 00 degrees 20 minutes 07 seconds East a distance of 783.45 feet; thence South 70 degrees 22 minutes 27 seconds East a distance of 752.53 feet to a point of curvature; thence Southeasterly on a curve to the left being tangent to the previous course, having a radius of 500.00 feet, a central angle of 20 degrees 48 minutes 07 seconds and an arc length of 181.53 feet to a point of curvature; thence Southeasterly on a curve to the left having an initial tangent bearing of South 13 degrees 21 minutes 14 seconds East, a radius of 700.00 feet, a central angle of 25 degrees 01 minutes 52 seconds and an arc length of 305.81 feet; thence South 38 degrees 23 minutes 06 seconds East a distance of 77.65 feet; thence South 52 degrees 01 minutes 48 seconds West a distance of 38.45 feet to a point of curvature; thence Southwesterly on a curve to the right being tangent to the previous course, having a radius of 700.00 feet, a central angle of 38 degrees 19 minutes 54 seconds and an arc length of 468.31 feet; thence North 89 degrees 37 minutes 49 seconds West a distance of 606.80 feet to the Point of Beginning and containing 13.56 acres more or less, Except that part taken or used for road right of way.

TRACT 16:

Part of the North one half of Section 31 and part of the South one half of Section 30, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Commencing at the Northwest corner of the Northeast One-Quarter of said Section 31 and the Southwest corner of the Southeast One-Quarter of said Section 30; thence along the North line of said Northeast One-Quarter of Section 31 and the South line of said Southeast One-Quarter of Section 30, South 89 degrees 20 minutes 03 seconds East a distance of 1174.36 feet to the Point of Beginning; thence South 40 degrees 33 minutes 37 seconds East a distance of 116.48 feet to a point of the Westerly right of way line of Interstate Highway No. 35 as now established, said point being a point of curvature; thence along said Westerly right of way line the following two courses, Southwesterly on a curve to the left having an initial tangent bearing of South 63 degrees 50 minutes 18 seconds West, a radius of 1074.93 feet, a central angle of 32 degrees 46 minutes 06 seconds and an arc length of 614.77 feet; thence South 35 degrees 10 minutes 56 seconds West a distance of 189.34 feet; thence departing said right of way line, North 75 degrees 19 minutes 22 seconds West a distance of 370.59 feet to a point of curvature; thence Northeasterly on a curve to the right having an initial tangent bearing of North 14 degrees 40 minutes 38 seconds East, a radius of 550.00 feet, a central angle of 46 degrees 28 minutes 03 seconds and an arc length of 446.06 feet to a point of reverse curvature; thence Northeasterly on a curve to the left having an initial tangent bearing of North 61 degrees 23 minutes 43 seconds East, a radius of 500.00 feet, a central angle of 38 degrees 34 minutes 11 seconds and an arc length of 336.59 feet; thence North 22 degrees 49 minutes 32 seconds East a distance of 27.00 feet to a point of curvature; thence Northeasterly on a curve to the right being tangent to the previous course, having a radius of 500.00 feet, a central angle of 26 degrees 36 minutes 51 seconds and an arc length of 232.25 feet; thence South 40 degrees 33 minutes 37 seconds East a distance of 314.25 feet to the Point of Beginning and containing 7.32 acres more or less, Except that part taken or used for road right of way.

TRACT 17:

Part of Section 30, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Beginning at the Northwest corner of the Southwest One-Quarter of said Section 30; thence along the North line of the said Southwest One-Quarter, South 89 degrees 45 minutes 47 seconds East a distance of 2195.33 feet to the Point of Beginning; thence North 78 degrees 55 minutes 49 seconds East a distance of 448.63 feet; thence South 63 degrees 04 minutes 01 seconds East a distance of 112.64 feet; thence South 26 degrees 55 minutes 59 seconds West a distance of 480.59 feet; thence South 66 degrees 50 minutes 08 seconds East a distance of 1437.26 feet; thence North 23 degrees 09 minutes 52 seconds East a distance of 780.32 feet; thence South 66 degrees 02 minutes 09 seconds East a distance of 73.74 feet to a point of curvature; thence Southeasterly on a curve to the left being tangent to the previous course, having a radius of 1000.00 feet, a central angle of 23 degrees 36 minutes 09 seconds and an arc length of 411.94 feet; thence South 89 degrees 38 minutes 18 seconds East a distance of 511.87 feet; thence South 00 degrees 21 minutes 42 seconds West a distance of 587.65 feet to a point of curvature; thence Southwesterly on a curve to the right being tangent to the previous course, having a radius of 300.00 feet, a central angle of 22 degrees 48 minutes 10 seconds and an arc length of 119.40 feet; thence South 23 degrees 09 minutes 52 seconds West a distance of 244.84 feet to a point of curvature; thence Southwesterly on a curve to the right being tangent to the previous course, having a radius of 300.00 feet, a central angle of 47 degrees 20 minutes 16 seconds and an arc

length of 247.86 feet; thence South 70 degrees 30 minutes 08 seconds West a distance of 231.39 feet to a point of curvature; thence Southwesterly on a curve to the left being tangent to the previous course, having a radius of 300.00 feet, a central angle of 34 degrees 04 minutes 52 seconds and an arc length of 178.45 feet to a point of curvature; thence Northwesterly on a curve to the right having an initial tangent bearing of North 71 degrees 34 minutes 22 seconds West, a radius of 1300.00 feet, a central angle of 25 degrees 41 minutes 20 seconds and an arc length of 582.87 feet; thence North 45 degrees 53 minutes 02 seconds West a distance of 289.69 feet; thence South 23 degrees 09 minutes 52 seconds West a distance of 234.90 feet to a point of curvature; thence Southwesterly on a curve to the right being tangent to the previous course, having a radius of 700.00 feet, a central angle of 38 degrees 06 minutes 57 seconds and an arc length of 465.67 feet; thence South 61 degrees 16 minutes 50 seconds West a distance of 303.10 feet; thence North 28 degrees 43 minutes 10 seconds West a distance of 165.37 feet to a point of curvature; thence Northwesterly on a curve to the left being tangent to the previous course, having a radius of 300.00 feet, a central angle of 28 degrees 42 minutes 19 seconds and an arc length of 150.30 feet; thence North 57 degrees 25 minutes 29 seconds West a distance of 1235.20 feet to a point on the Easterly right of way line of Northeast 104th Street as now established by LIBERTY SECOND HIGH SCHOOL, a subdivision in the City of Liberty, said point being a point of curvature; thence along said Easterly right of way line, Northeasterly on a curve to the right having an initial tangent bearing of North 31 degrees 56 minutes 53 seconds East, a radius of 2560.00 feet, a central angle of 08 degrees 06 minutes 10 seconds and an arc length of 362.04 feet; thence along the North line of said LIBERTY SECOND HIGH SCHOOL, North 33 degrees 33 minutes 21 seconds West a distance of 31.81 feet to a point of curvature; thence Northerly and Northwesterly on a curve to the left having an initial tangent bearing of North 37 degrees 17 minutes 34 seconds East, a radius of 400.00 feet, a central angle of 65 degrees 16 minutes 17 seconds and an arc length of 455.68 feet to a point of reverse curvature; thence Northwesterly on a curve to the right having an initial tangent bearing of North 27 degrees 58 minutes 43 seconds West, a radius of 700.00 feet, a central angle of 12 degrees 15 minutes 10 seconds and an arc length of 149.70 feet; thence North 78 degrees 55 minutes 49 seconds East a distance of 146.41 feet to the Point of Beginning.

EXCEPT

That part taken or used for road right of way.

AND EXCEPT

Part of the North One-Half of Section 30, Township 52 North, Range 31 West, Clay County, Missouri, being described as follows:

Beginning at the Southwest corner of the Northwest One-Quarter of said Section 30; thence North along the West line of the said Northwest One-Quarter to the Northwest corner thereof; thence East along the North line of said Section 30 to the Northwest corner of the East one half of the Northeast One-Quarter of said Section 30; thence South along the West line of the said the East one half of the Northeast One-Quarter of said Section 30 to the Southwest corner thereof; thence West along the East-West centerline of said Section 30 to the Point of Beginning.

The property included within this entire description contains 70.09 acres, more or less.

TRACT 18:

Part of the Northeast One-Quarter of Section 30, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Beginning at the Northeast corner of the said Northeast One-Quarter of Section 30; thence along the East line of the said Northeast One-Quarter, South 00 degrees 15 minutes 14 seconds East a distance of 894.20 feet; thence North 89 degrees 38 minutes 18 seconds West a distance of 1515.19 feet to a point of curvature; thence Northeasterly on a curve to the left having an initial tangent bearing of North 32 degrees 37 minutes 17 seconds East, a radius of 1200.00 feet, a central angle of 32 degrees 16 minutes 07 seconds and an arc length of 675.83 feet; thence North 00 degrees 21 minutes 10 seconds East a distance of 252.58 feet to a point on the North line of the said Northeast One-Quarter of Section 30; thence along said North line, South 89 degrees 40 minutes 33 seconds East a distance of 1320.39 feet to the Point of Beginning.

EXCEPT

That part taken or used for road right of way.

AND EXCEPT

Part of the North One-Half of Section 30, Township 52 North, Range 31 West, Clay County, Missouri, being described as follows:

Beginning at the Southwest corner of the Northwest One-Quarter of said Section 30; thence North along the West line of the said Northwest One-Quarter to the Northwest corner thereof; thence East along the North line of said Section 30 to the Northwest corner of the East one half of the Northeast One-Quarter of said Section 30; thence South along the West line of the said the East one half of the Northeast One-Quarter of said Section 30 to the Southwest corner thereof; thence West along the East-West centerline of said Section 30 to the Point of Beginning. The property included within this entire description contains 27.08 acres, more or less.

TRACT 19:

Part of the Northeast One-Quarter of Section 36, Township 52, Range 32, in Clay County, Missouri, being described as follows:

Commencing at the Northeast corner of the Northeast One-Quarter of said Section 36; thence along the East line of the said Northeast One-Quarter, South 00 degrees 20 minutes 07 seconds West a distance of 696.31 feet to the Point of Beginning; thence continuing along the East line of the said Northeast One-Quarter, South 00 degrees 20 minutes 07 seconds West a distance of 1181.08 feet; thence North 89 degrees 31 minutes 46 seconds West a distance of 578.48 feet; thence South 45 degrees 24 minutes 50 seconds West a distance of 169.94 feet; thence North 89 degrees 30 minutes 51 seconds West a distance of 395.22 feet; thence North 00 degrees 14

minutes 44 seconds East a distance of 1301.42 feet; thence South 89 degrees 31 minutes 17 seconds East a distance of 1096.07 feet to the Point of Beginning and containing 30.95 acres more or less, Except that part taken or used for road right of way.

EXHIBIT 1A

Legal Description – Redevelopment Project Area 1

TRACT 1:

All that part of the West one half of Section 29, Township 52, Range 31, lying Northwesterly of Interstate Highway I-35, in Clay County, Missouri, being more particularly described as follows: Beginning at the Northwest corner of Section 29, Township 52, Range 31; thence along the North line of Northwest One-Quarter of said Section 29, North 89 degrees 38 minutes 57 seconds East a distance of 1394.06 feet to a point on the Westerly right of way line of Interstate Highway No. 35 as now established; thence along said Westerly right of way line the following five courses, South 25 degrees 46 minutes 30 seconds West a distance of 467.32 feet; thence South 21 degrees 51 minutes 12 seconds West a distance of 1551.31 feet; thence South 34 degrees 07 minutes 17 seconds West a distance of 504.18 feet; thence North 77 degrees 16 minutes 44 seconds West a distance of 292.98 feet; thence South 89 degrees 44 minutes 46 seconds West a distance of 35.00 feet to a point on the West line of the said Northwest One-Quarter of Section 29; thence along said West line, North 00 degrees 15 minutes 14 seconds West a distance of 2205.17 feet to the Point of Beginning and containing 46.16 acres more or less, Except that part taken or used for road right of way.

TRACT 2:

Part of the Northeast One-Quarter of Section 36, Township 52, Range 32, in Clay County, Missouri, being described as follows:

Beginning at the Northeast corner of the Northeast One-Quarter of said Section 36; thence along the East line of the said Northeast One-Quarter, South 00 degrees 20 minutes 07 seconds West a distance of 696.31 feet; North 89 degrees 31 minutes 17 seconds West a distance of 646.25 feet; thence North 00 degrees 29 minutes 28 seconds East a distance of 696.39 feet to a point on the North line of the said Northeast One-Quarter; thence along the said North line South 89 degrees 30 minutes 58 seconds East a distance of 644.36 feet to the Point of Beginning and containing 10.31 acres more or less, Except that part taken or used for road right of way.

TRACT 3:

Part of the Northeast One-Quarter of Section 36, Township 52, Range 32, in Clay County, Missouri, being described as follows:

Beginning at the Southeast corner of the Northeast One-Quarter of said Section 36; thence along the South line of the said Northeast One-Quarter, North 89 degrees 29 minutes 04 seconds West a distance of 698.90 feet; thence North 00 degrees 20 minutes 34 seconds East a distance of 216.72 feet; thence South 89 degrees 30 minutes 13 seconds East a distance of 698.87 feet to a point on the East line of the said Northeast One-Quarter; thence along said East line South 00 degrees 20 minutes 07 seconds West a distance of 216.95 feet to the Point of Beginning and containing 3.47 acres more or less, Except that part taken or used for road right of way.

TRACT 4:

Part of the North one-half of Section 31 and part of the South one-half of Section 30, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Commencing at the Northwest corner of Section 31 and the Southwest corner of Section 30; thence along the West line of said Section 31, South 00 degrees 20 minutes 07 seconds West a distance of 66.49 feet to a point on the Westerly extension of the South right of way line of Northeast 104th Street as now established by LIBERTY SECOND HIGH SCHOOL, a subdivision in the City of Liberty, said point being the Point of Beginning; thence along the said South right of way line of Northeast 104th Street and the Westerly extension thereof for the following three courses, South 89 degrees 49 minutes 07 seconds East a distance of 245.79 to a point of curvature; thence Northeasterly on a curve to the left being tangent to the previous course, having a radius of 1265.00 feet, a central angle of 65 degrees 43 minutes 47 seconds and an arc length of 1451.21 feet; thence North 24 degrees 27 minutes 06 seconds East a distance of 443.25 feet; thence South 19 degrees 56 minutes 29 seconds East a distance of 1262.62 feet; thence North 44 degrees 52 minutes 58 seconds East a distance of 696.64 feet to a point of curvature; thence Northeasterly on a curve to the right being tangent to the previous course, having a radius of 1500.00 feet, a central angle of 16 degrees 23 minutes 51 seconds and an arc length of 429.29 feet; thence North 61 degrees 16 minutes 50 seconds East a distance of 305.30 feet; thence South 28 degrees 43 minutes 10 seconds East a distance of 77.58 feet to a point of curvature; thence Southeasterly on a curve to the left being tangent to the previous course, having a radius of 300.00 feet, a central angle of 38 degrees 31 minutes 41 seconds and an arc length of 201.73 feet; thence South 67 degrees 14 minutes 52 seconds East a distance of 429.20 feet to a point of curvature; thence Southeasterly on a curve to the right being tangent to the previous course, having a radius of 300.00 feet, a central angle of 26 degrees 41 minutes 15 seconds and an arc length of 139.74 feet; thence South 40 degrees 33 minutes 37 seconds East a distance of 163.36 feet to a point of curvature; thence Southwesterly on a curve to the left having an initial tangent bearing of South 49 degrees 26 minutes 23 seconds West, a radius of 500.00 feet, a central angle of 26 degrees 36 minutes 51 seconds and an arc length of 232.25 feet; thence South 22 degrees 49 minutes 32 seconds West a distance of 27.00 feet to a point of curvature; thence Southwesterly on a curve to the right being tangent to the previous course, having a radius of 500.00 feet, a central angle of 38 degrees 34 minutes 11 seconds and an arc length of 336.59 feet to a point of reverse curvature; thence Southwesterly on a curve to the left having an initial tangent bearing of South 61 degrees 08 minutes 40 seconds West, a radius of 550.00 feet, a central angle of 46 degrees 28 minutes 03 seconds and an arc length of 446.06 feet; thence South 75 degrees 19 minutes 22 seconds East a distance of 370.59 feet to a point on the Northerly right of way line of Interstate Highway No. 35 as now established; thence along said Northerly right of way line the following eight courses, South 35 degrees 20 minutes 02 seconds West a distance of 86.08 feet to a point of curvature; thence Southwesterly on a curve to the right having an initial tangent bearing of South 31 degrees 00 minutes 00 seconds West, a radius of 2724.79 feet, a central angle of 20 degrees 44 minutes 00 seconds and an arc length of 986.01 feet; thence South 47 degrees 18 minutes 20 seconds West a distance of 388.58 feet; thence South 51 degrees 44 minutes 00 seconds West a distance of 500.00 feet; thence South 65 degrees 46 minutes 10 seconds West a distance of 103.08 feet; thence South 51 degrees 44 minutes 00 seconds West a

distance of 600.00 feet; thence South 37 degrees 41 minutes 50 seconds West a distance of 103.08 feet ; thence South 51 degrees 43 minutes 32 seconds West a distance of 3.97 feet; thence departing said Northerly right of way line, North 37 degrees 58 minutes 12 seconds West a distance of 574.44 feet to a point of curvature; thence Southwesterly on a curve to the right having an initial tangent bearing of South 45 degrees 47 minutes 50 seconds West, a radius of 1000.00 feet, a central angle of 06 degrees 13 minutes 58 seconds and an arc length of 108.78 feet; thence South 52 degrees 01 minutes 48 seconds West a distance of 175.57 feet; thence North 38 degrees 23 minutes 06 seconds West a distance of 77.65 feet to a point of curvature; thence Northwesterly on a curve to the right being tangent to the previous course having a radius of 700.00 feet, a central angle of 32 degrees 47 minutes 39 seconds and an arc length of 400.66 feet; thence North 05 degrees 35 minutes 27 seconds West a distance of 205.64 feet to a point of curvature; thence Northerly and Northeasterly on a curve to the right being tangent to the previous course having a radius of 700.00 feet, a central angle of 50 degrees 28 minutes 25 seconds and an arc length of 616.65 feet; thence North 44 degrees 52 minutes 58 seconds East a distance of 50.00 feet; thence North 45 degrees 07 minutes 02 seconds West a distance of 106.57 feet to a point of curvature; thence Northwesterly on a curve to the left being tangent to the previous course, having a radius of 300.00 feet, a central angle of 44 degrees 31 minutes 16 seconds and an arc length of 233.11 feet; thence North 89 degrees 38 minutes 18 seconds West a distance of 333.88 feet; thence North 00 degrees 21 minutes 42 seconds East a distance of 232.00 feet; thence North 89 degrees 38 minutes 18 seconds West a distance of 463.70 feet to a point on the West line of said Section 31; thence along said West line North 00 degrees 20 minutes 07 seconds East a distance of 584.44 feet to the Point of Beginning and containing 160.72 acres more or less, Except that part taken or used for road right of way.

TRACT 5:

Part of the Northeast One-Quarter of Section 36, Township 52, Range 32, in Clay County, Missouri, being described as follows:

Commencing at the Southeast corner of the Northeast One-Quarter of said Section 36; thence along the South line of the said Northeast One-Quarter, North 89 degrees 29 minutes 04 seconds West a distance of 698.90 feet to the Point of Beginning; thence continuing along the South line of the said Northeast One-Quarter, North 89 degrees 29 minutes 04 seconds West a distance of 1947.35 feet to the Southwest corner of the said Northeast One-Quarter; thence along the West line of the said Northeast One-Quarter, North 00 degrees 29 minutes 48 seconds East a distance of 2637.10 feet to the Northwest corner of the said Northeast One-Quarter; thence along the North line of said Northeast One-Quarter, South 89 degrees 30 minutes 58 seconds East a distance of 982.23 feet; thence South 00 degrees 28 minutes 43 seconds West a distance of 196.87 feet to a point of curvature; thence Southwesterly on a curve to the right being tangent to the previous course, having a radius of 300.00 feet, a central angle of 08 degrees 39 minutes 18 seconds and an arc length of 45.32 feet; thence South 09 degrees 08 minutes 01 seconds West a distance of 110.42 feet to a point of curvature; thence Southeasterly on a curve to the left being tangent to the previous course having a radius of 300.00 feet, a central angle of 105 degrees 45 minutes 43 seconds and an arc length of 553.77 feet; thence North 83 degrees 22 minutes 18 seconds East a distance of 204.18 feet to a point of curvature; thence Easterly on a curve to the right being tangent to the previous course, having a radius of 300.00 feet, a central angle of 07

degrees 06 minutes 26 seconds and an arc length of 37.21 feet; thence South 89 degrees 31 minutes 17 seconds East a distance of 8.75 feet; thence South 00 degrees 14 minutes 44 seconds West a distance of 1331.42 feet; thence South 89 degrees 30 minutes 51 seconds East a distance of 395.2 feet; thence South 00 degrees 20 minutes 34 seconds West a distance of 640.37 feet to the Point of Beginning and containing 90.86 acres more or less, Except that part taken or used for road right of way.

EXHIBIT 1B

Legal Description – Redevelopment Project Area 2

TRACT 1:

Part of Section 30, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Beginning at the West One-Quarter corner of said Section 30; thence along the West line of the Northwest One-Quarter of said Section 30, North 00 degrees 20 minutes 45 seconds East a distance of 789.22 feet; thence South 89 degrees 38 minutes 18 seconds East a distance of 574.66 feet to a point of curvature; thence Northeasterly on a curve to the left being tangent to the previous course, having a radius of 700.00 feet, a central angle of 14 degrees 10 minutes 11 seconds and an arc length of 173.12 feet; thence North 76 degrees 11 minutes 30 seconds East a distance of 316.36 feet to a point of curvature; thence Northeasterly and Southeasterly on a curve to the right being tangent to the previous course, having a radius of 1500.00 feet, a central angle of 40 degrees 44 minutes 29 seconds and an arc length of 1066.61 feet; thence South 63 degrees 04 minutes 01 seconds East a distance of 137.59 feet; thence North 26 degrees 55 minutes 59 seconds East a distance of 162.05 feet to a point of curvature; thence Northerly on a curve to the left being tangent to the previous course, having a radius of 700.00 feet, a central angle of 39 degrees 37 minutes 48 seconds and an arc length of 484.17 feet; thence North 12 degrees 41 minutes 48 seconds West a distance of 395.11 feet; thence North 77 degrees 18 minutes 12 seconds East a distance of 630.58 feet; thence South 66 degrees 02 minutes 22 seconds East a distance of 984.89 feet to a point of curvature; thence Southwesterly on a curve to the right having an initial tangent bearing of South 51 degrees 03 minutes 18 seconds West, a radius of 1200.00 feet, a central angle of 01 degrees 04 minutes 43 seconds and an arc length of 22.59 feet; thence South 52 degrees 08 minutes 01 seconds West a distance of 254.09 feet; thence South 61 degrees 33 minutes 56 seconds East a distance of 1387.38 feet; thence South 89 degrees 38 minutes 18 seconds East a distance of 774.80 feet to a point on the East line of the Northeast One-Quarter of said Section 30; thence along said east line, South 00 degrees 15 minutes 14 seconds East a distance of 198.63 feet to a point on the Northerly right of way line of Interstate highway No. 35 as now established; thence along said Northerly right of way line the following four courses, South 89 degrees 56 minutes 22 seconds West a distance of 35.00 feet; thence South 14 degrees 54 minutes 13 seconds West a distance of 155.26 feet; thence South 00 degrees 03 minutes 38 seconds East a distance of 422.68 feet; thence South 01 degrees 06 minutes 43 seconds East a distance of 204.28 feet; thence departing said Northerly right of way line, North 89 degrees 38 minutes 18 seconds West a distance of 871.73 feet to a point of curvature; thence Northwesterly on a curve to the right being tangent to the previous course, having a radius of 1000.00 feet, a central angle of 23 degrees 36 minutes 09 seconds and an arc length of 411.94 feet; thence North 66 degrees 02 minutes 09 seconds West a distance of 73.74 feet; thence South 23 degrees 09 minutes 52 seconds West distance of 780.32 feet; thence North 66 degrees 50 minutes 08 seconds West a distance of 1437.26 feet; thence North 26 degrees 55 minutes 59 seconds East a distance of 480.59 feet; thence North 63 degrees 04 minutes 01 seconds West a distance of 112.64 feet; thence South 78 degrees 55 minutes 49 seconds West a distance of 595.04 feet to a point of curvature; thence Southeasterly on a curve to the left having

an initial tangent bearing of South 15 degrees 43 minutes 32 seconds East, a radius of 700.00 feet, a central angle of 12 degrees 15 minutes 10 seconds and an arc length of 149.70 feet to a point of reverse curvature; thence Southwesterly on a curve to the right having an initial tangent bearing of South 27 degrees 58 minutes 43 seconds East, a radius of 400.00 feet, a central angle of 65 degrees 16 minutes 17 seconds and an arc length of 455.68 feet to a point on the North line of LIBERTY SECOND HIGH SCHOOL, a subdivision in the City of Liberty; thence along said North line the following two courses, North 33 degrees 33 minutes 21 seconds West a distance of 487.26 feet; thence North 89 degrees 56 minutes 33 seconds West a distance of 1804.18 feet to a point on the West line of the Southwest One-Quarter of said Section 30; thence along said West line, North 00 degrees 22 minutes 39 seconds East a distance of 198.02 feet to the Point of Beginning.

EXCEPT

That part taken or used for road right of way.

AND EXCEPT

Part of the North One-Half of Section 30, Township 52 North, Range 31 West, Clay County, Missouri, being described as follows:

Beginning at the Southwest corner of the Northwest One-Quarter of said Section 30; thence North along the West line of the said Northwest One-Quarter to the Northwest corner thereof; thence East along the North line of said Section 30 to the Northwest corner of the East one half of the Northeast One-Quarter of said Section 30; thence South along the West line of the said the East one half of the Northeast One-Quarter of said Section 30 to the Southwest corner thereof; thence West along the East-West centerline of said Section 30 to the Point of Beginning.

The property included within this entire description contains 64.94 acres, more or less.

TRACT 2:

Part of the West one half of Section 31, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Beginning at the West One-Quarter corner of said Section 31; thence along the West line of the Northwest One Quarter of said Section 31, North 00 degrees 20 minutes 07 seconds East a distance of 216.95 feet; thence South 89 degrees 37 minutes 49 seconds East a distance of 606.80 feet to a point of curvature; thence Northeasterly on a curve to the left having an initial tangent bearing of South 89 degrees 38 minutes 18 seconds East, a radius of 700.00 feet, a central angle of 38 degrees 19 minutes 54 seconds and an arc length of 468.31 feet; thence North 52 degrees 01 minutes 48 seconds East a distance of 214.02 feet to a point of curvature; thence Northeasterly on a curve to the left being tangent to the previous course, having a radius of 1000.00 feet, a central angle of 06 degrees 13 minutes 58 seconds and an arc length of 108.78 feet; thence South 37 degrees 58 minutes 12 seconds East a distance of 574.44 feet to a point on the Northerly right of way line of Interstate Highway No. 35 as now established; thence along

said Northerly right of way line the following five courses, South 51 degrees 42 minutes 11 seconds West a distance of 1918.75 feet; thence North 38 degrees 17 minutes 49 seconds West a distance of 88.00 feet; thence North 20 degrees 56 minutes 51 seconds West a distance of 143.53 feet; thence North 04 degrees 36 minutes 29 seconds West a distance of 36.06 feet; thence South 89 degrees 46 minutes 33 seconds West a distance of 40.42 feet to a point on the West line of the Southwest One-Quarter of said Section 31, thence along said West line, North 00 degrees 31 minutes 53 seconds East a distance of 838.80 feet to the Point of Beginning and containing 30.85 acres more or less, Except that part taken or used for road right of way.

TRACT 3:

Part of the Northwest One Quarter of Section 31, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Commencing at the Northwest corner of said Section 31; thence along the West line of said Northwest One Quarter, South 00 degrees 20 minutes 07 seconds West a distance of 584.44 feet to the Point of Beginning; thence South 89 degrees 38 minutes 18 seconds East a distance of 463.70 feet; thence South 00 degrees 21 minutes 42 seconds West a distance of 463.50 feet; thence North 89 degrees 39 minutes 53 seconds West a distance of 463.49 feet to a point on the said West line of said Northwest One Quarter; thence along said West line, North 00 degrees 20 minutes 07 seconds East a distance of 463.71 feet to the Point of Beginning and containing 4.93 acres more or less, Except that part taken or used for road right of way.

TRACT 4:

Part of the Northeast One-Quarter of Section 36, Township 52, Range 32, in Clay County, Missouri, being described as follows:

Commencing at the Northeast corner of the Northeast One-Quarter of said Section 36; thence along the East line of the said Northeast One-Quarter, South 00 degrees 20 minutes 07 seconds West a distance of 696.31 feet; North 89 degrees 31 minutes 17 seconds West a distance of 646.25 feet to the Point of Beginning; thence continuing North 89 degrees 31 minutes 17 seconds West a distance of 449.82 feet; thence North 00 degrees 14 minutes 44 seconds East a distance of 30.00 feet; thence North 89 degrees 31 minutes 17 seconds west a distance of 8.75 feet to a point of curvature; thence Southwesterly on a curve to the left being tangent to the previous course, having a radius of 300.00 feet, a central angle of 07 degrees 06 minutes 26 seconds and an arc length of 37.21 feet; thence South 83 degrees 22 minutes 18 seconds West a distance of 204.18 feet to a point of curvature; thence Westerly and Northerly on a curve to the right being tangent to the previous course, having a radius of 300.00 feet, a central angle of 105 degrees 45 minutes 43 seconds and an arc length of 553.77 feet; thence North 09 degrees 08 minutes 01 seconds East a distance of 110.42 feet to a point of curvature; thence Northerly on a curve to the left being tangent to the previous course, having a radius of 300.00 feet, a central angle of 08 degrees 39 minutes 18 seconds and an arc length of 45.32 feet; thence North 00 degrees 28 minutes 43 seconds East a distance of 196.87 feet to a point on the North line of the said Northeast One-Quarter; thence along the said North line South 89 degrees 30 minutes 58 seconds East a distance

of 1012.24 feet to the Point of Beginning and containing 15.85 acres more or less, Except that part taken or used for road right of way.

TRACT 5:

Part of the North one half of Section 31 and part of the South one half of Section 30, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Commencing at the Northwest corner of the Northeast One-Quarter of said Section 31 and the Southwest corner of the Southeast One-Quarter of said Section 30; thence along the North line of said Northeast One-Quarter of Section 31 and the South line of said Southeast One-Quarter of Section 30, South 89 degrees 20 minutes 03 seconds East a distance of 1174.36 feet to the Point of Beginning; thence North 40 degrees 33 minutes 37 seconds West a distance of 477.61 feet to a point of curvature; thence Northwesterly on a curve to the left being tangent to the previous course, having a radius of 300.00 feet a central angle of 26 degrees 41 minutes 15 seconds and an arc length of 139.74 feet; thence North 67 degrees 14 minutes 52 seconds West a distance of 429.20 feet to a point of curvature; thence Northwesterly on a curve to the right being tangent to the previous course, having a radius of 300.00 feet a central angle of 38 degrees 31 minutes 41 seconds and an arc length of 201.73 feet; thence North 28 degrees 43 minutes 10 seconds West a distance of 77.58 feet; thence North 61 degrees 16 minutes 50 seconds East a distance of 303.10 feet to a point of curvature; thence Northeasterly on a curve to the left being tangent to the previous course, having a radius of 700.00 feet, a central angle of 38 degrees 06 minutes 57 seconds and an arc length of 465.67 feet; thence North 23 degrees 09 minutes 52 seconds East a distance of 234.90 feet; thence South 45 degrees 53 minutes 02 seconds East a distance of 289.69 feet to a point of curvature; thence Southeasterly on a curve to the left being tangent to the previous course, having a radius of 1300.00 feet, a central angle of 25 degrees 41 minutes 20 seconds and an arc length of 582.87 feet to a point of curvature; thence Northeasterly on a curve to the right having an initial tangent bearing of North 36 degrees 25 minutes 16 seconds East, a radius of 300.00 feet, a central angle of 34 degrees 04 minutes 52 seconds and an arc length of 178.45 feet; thence North 70 degrees 30 minutes 08 seconds East a distance of 115.28 feet; thence South 66 degrees 50 minutes 08 seconds East a distance of 447.52 feet to a point of the Westerly right of way line of Interstate Highway No. 35 as now established; thence along said Westerly right of way line the following five courses, South 22 degrees 34 minutes 51 seconds West a distance of 218.45 feet to a point of curvature; thence Southwesterly on a curve to the right being tangent to the previous course, having a radius of 3659.72 feet, a central angle of 04 degrees 27 minutes 28 seconds and an arc length of 284.73 feet; thence South 36 degrees 43 minutes 17 seconds West a distance of 601.18 feet; thence South 75 degrees 32 minutes 11 seconds West a distance of 188.16 feet to a point of curvature; thence Southwesterly on a curve to the left being tangent to the previous course, having a radius of 1074.93 feet, a central angle of 11 degrees 41 minutes 53 seconds and an arc length of 219.47 feet; thence North 40 degrees 33 minutes 37 seconds West a distance of 116.48 feet to the Point of Beginning and containing 36.48 acres more or less, Except that part taken or used for road right of way.

TRACT 6:

Part of the North one half of Section 31 and part of the South one half of Section 30, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Commencing at the Northwest corner of Section 31 and the Southwest corner of Section 30; thence along the North line of said Section 31 and the South line of said Section 30, South 89 degrees 49 minutes 07 seconds East a distance of 1977.67 feet to the Point of Beginning; thence North 19 degrees 56 minutes 29 seconds West a distance of 1153.00 feet to a point on the Easterly right of way line of Northeast 104th Street as now established by LIBERTY SECOND HIGH SCHOOL, a subdivision in the City of Liberty; thence along said Easterly right of way line the following two courses, North 24 degrees 27 minutes 06 seconds East a distance of 367.04 feet to a point of curvature; thence Northeasterly on a curve to the right being tangent to the previous course, having a radius of 2560.00 feet, a central angle of 07 degrees 29 minutes 47 seconds and an arc length of 334.94 feet; thence South 57 degrees 25 minutes 29 seconds East a distance of 1235.20 feet to a point of curvature; thence Southeasterly on a curve to the right being tangent to the previous course, having a radius of 300.00 feet, a central angle of 28 degrees 42 minutes 19 seconds and an arc length of 150.30 feet; thence South 28 degrees 43 minutes 10 seconds East a distance of 165.37 feet; thence South 61 degrees 16 minutes 50 seconds West a distance of 305.30 feet to a point of curvature; thence Southwesterly on a curve to the left being tangent to the previous course, having a radius of 1500.00 feet, a central angle of 16 degrees 23 minutes 51 seconds and an arc length of 429.29 feet; thence South 44 degrees 52 minutes 58 seconds West a distance of 696.64 feet; thence North 19 degrees 56 minutes 29 seconds West a distance of 109.62 feet to the Point of Beginning and containing 31.90 acres more or less, Except that part taken or used for road right of way.

EXHIBIT 1C

Legal Description – Redevelopment Project Area 3

TRACT 1:

Part of the Southeast One-Quarter of Section 30, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Commencing at the Northeast corner of the said Southeast One-Quarter of Section 30; thence along the North line of the said Southeast One Quarter, North 89 degrees 37 minutes 38 seconds West a distance of 76.56 feet to a point on the Westerly right of way line of Interstate Highway No. 35 as now established; thence along said Westerly right of way line the following two courses, South 00 degrees 03 minutes 38 seconds East a distance of 139.05 feet; thence South 01 degrees 06 minutes 43 seconds East a distance of 204.28 feet to the Point of Beginning; thence continuing along said Westerly right of way line the following two courses, South 01 degrees 06 minutes 43 seconds East a distance of 426.12 feet; thence South 22 degrees 34 minutes 51 seconds West a distance of 953.20 feet; thence departing said right of way line, North 66 degrees 50 minutes 08 seconds West a distance of 447.52 feet; thence North 70 degrees 30 minutes 08 seconds East a distance of 116.11 feet to a point of curvature; thence Northeasterly on a curve to the left being tangent to the previous course, having a radius of 300.00 feet, a central angle of 47 degrees 20 minutes 16 seconds and an arc length of 247.86 feet thence North 23 degrees 09 minutes 52 seconds East a distance of 244.84 feet to a point of curvature; thence Northeasterly on a curve to the left being tangent to the previous course, having a radius of 300.00 feet, a central angle of 22 degrees 48 minutes 10 seconds and an arc length of 119.40 feet; thence North 00 degrees 21 minutes 42 seconds East a distance of 587.65 feet; thence South 89 degrees 38 minutes 18 seconds East a distance of 359.86 feet to the Point of Beginning and containing 9.60 acres more or less, Except that part taken or used for road right of way.

TRACT 2:

Part of the Northwest One-Quarter of Section 31, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Commencing at the Southwest corner of the said Northwest One-Quarter of Section 31; thence along the West line of the said Northwest One Quarter, North 00 degrees 20 minutes 07 seconds East a distance of 1000.40 feet to the Point of Beginning; thence continuing along the West line of the said Northwest One Quarter, North 00 degrees 20 minutes 07 seconds East a distance of 549.99 feet; thence South 89 degrees 39 minutes 53 seconds East a distance of 463.49 feet; thence North 00 degrees 21 minutes 42 seconds East a distance of 231.50 feet; thence South 89 degrees 38 minutes 18 seconds East a distance of 333.88 feet to a point of curvature; thence Southeasterly on a curve to the right being tangent to the previous course, having a radius of 300.00 feet, central angle of 44 degrees 31 minutes 16 seconds and an arc length of 233.11 feet; thence South 45 degrees 07 minutes 02 seconds East a distance of 106.57 feet; thence South 44 degrees 52 minutes 58 seconds West a distance of 50.00 feet to a point of curvature; thence Southwesterly on a curve to the left being tangent to the previous course, having a radius of

700.00 feet, a central angle of 50 degrees 28 minutes 25 seconds and an arc length of 616.65 feet; thence South 05 degrees 35 minutes 27 seconds East a distance of 205.64 feet to a point of curvature; thence Southeasterly on a curve to the left being tangent to the previous course, having a radius of 700.00 feet, a central angle of 07 degrees 45 minutes 47 seconds and an arc length of 94.84 feet to a point of curvature; thence Northwesterly on a curve to the right having an initial tangent bearing of South 88 degrees 49 minutes 26 seconds West, a radius of 500.00 feet, a central angle of 20 degrees 48 minutes 07 seconds and an arc length of 181.53 feet; thence North 70 degrees 22 minutes 27 seconds West a distance of 752.53 feet to the Point of Beginning and containing 17.15 acres more or less, Except that part taken or used for road right of way.

EXHIBIT 1D

Legal Description – Redevelopment Project Area 4

TRACT 1:

Part of the Northeast One-Quarter of Section 30, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Commencing at the Northeast corner of the said Northeast One-Quarter of Section 30; thence along the East line of the said Northeast One-Quarter, South 00 degrees 15 minutes 14 seconds East a distance of 894.20 feet to the Point of Beginning; thence continuing South 00 degrees 15 minutes 14 seconds East a distance of 1112.34 feet; thence North 89 degrees 38 minutes 18 seconds West a distance of 774.80 feet; thence North 61 degrees 33 minutes 56 seconds West a distance of 1387.38 feet; thence North 52 degrees 08 minutes 01 seconds East a distance of 254.09 feet to a point of curvature; thence Northeasterly on a curve to the left being tangent to the previous course, having a radius of 1200.00 feet, a central angle of 19 degrees 30 minutes 44 seconds and an arc length of 408.66 feet; thence South 89 degrees 38 minutes 18 seconds East a distance of 1515.19 feet to the Point of Beginning.

EXCEPT

That part taken or used for road right of way.

AND EXCEPT

Part of the North One-Half of Section 30, Township 52 North, Range 31 West, Clay County, Missouri, being described as follows:

Beginning at the Southwest corner of the Northwest One-Quarter of said Section 30; thence North along the West line of the said Northwest One-Quarter to the Northwest corner thereof; thence East along the North line of said Section 30 to the Northwest corner of the East one half of the Northeast One-Quarter of said Section 30; thence South along the West line of the said the East one half of the Northeast One-Quarter of said Section 30 to the Southwest corner thereof; thence West along the East-West centerline of said Section 30 to the Point of Beginning.

The property included within this entire description contains 31.87 acres, more or less.

TRACT 2:

Part of the Northwest One-Quarter of Section 31, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Commencing at the Southwest corner of the said Northwest One-Quarter of Section 31; thence along the West line of the said Northwest One Quarter, North 00 degrees 20 minutes 07 seconds East a distance of 216.95 feet to the Point of Beginning; thence continuing along the West line of

the said Northwest One Quarter, North 00 degrees 20 minutes 07 seconds East a distance of 783.45 feet; thence South 70 degrees 22 minutes 27 seconds East a distance of 752.53 feet to a point of curvature; thence Southeasterly on a curve to the left being tangent to the previous course, having a radius of 500.00 feet, a central angle of 20 degrees 48 minutes 07 seconds and an arc length of 181.53 feet to a point of curvature; thence Southeasterly on a curve to the left having an initial tangent bearing of South 13 degrees 21 minutes 14 seconds East, a radius of 700.00 feet, a central angle of 25 degrees 01 minutes 52 seconds and an arc length of 305.81 feet; thence South 38 degrees 23 minutes 06 seconds East a distance of 77.65 feet; thence South 52 degrees 01 minutes 48 seconds West a distance of 38.45 feet to a point of curvature; thence Southwesterly on a curve to the right being tangent to the previous course, having a radius of 700.00 feet, a central angle of 38 degrees 19 minutes 54 seconds and an arc length of 468.31 feet; thence North 89 degrees 37 minutes 49 seconds West a distance of 606.80 feet to the Point of Beginning and containing 13.56 acres more or less, Except that part taken or used for road right of way.

Tract 3:

Part of the North one half of Section 31 and part of the South one half of Section 30, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Commencing at the Northwest corner of the Northeast One-Quarter of said Section 31 and the Southwest corner of the Southeast One-Quarter of said Section 30; thence along the North line of said Northeast One-Quarter of Section 31 and the South line of said Southeast One-Quarter of Section 30, South 89 degrees 20 minutes 03 seconds East a distance of 1174.36 feet to the Point of Beginning; thence South 40 degrees 33 minutes 37 seconds East a distance of 116.48 feet to a point of the Westerly right of way line of Interstate Highway No. 35 as now established, said point being a point of curvature; thence along said Westerly right of way line the following two courses, Southwesterly on a curve to the left having an initial tangent bearing of South 63 degrees 50 minutes 18 seconds West, a radius of 1074.93 feet, a central angle of 32 degrees 46 minutes 06 seconds and an arc length of 614.77 feet; thence South 35 degrees 10 minutes 56 seconds West a distance of 189.34 feet; thence departing said right of way line, North 75 degrees 19 minutes 22 seconds West a distance of 370.59 feet to a point of curvature; thence Northeasterly on a curve to the right having an initial tangent bearing of North 14 degrees 40 minutes 38 seconds East, a radius of 550.00 feet, a central angle of 46 degrees 28 minutes 03 seconds and an arc length of 446.06 feet to a point of reverse curvature; thence Northeasterly on a curve to the left having an initial tangent bearing of North 61 degrees 23 minutes 43 seconds East, a radius of 500.00 feet, a central angle of 38 degrees 34 minutes 11 seconds and an arc length of 336.59 feet; thence North 22 degrees 49 minutes 32 seconds East a distance of 27.00 feet to a point of curvature; thence Northeasterly on a curve to the right being tangent to the previous course, having a radius of 500.00 feet, a central angle of 26 degrees 36 minutes 51 seconds and an arc length of 232.25 feet; thence South 40 degrees 33 minutes 37 seconds East distance of 314.25 feet to the Point of Beginning and containing 7.32 acres more or less, Except that part taken or used for road right of way.

TRACT 4:

Part of Section 30, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Beginning at the Northwest corner of the Southwest One-Quarter of said Section 30; thence along the North line of the said Southwest One-Quarter, South 89 degrees 45 minutes 47 seconds East a distance of 2195.33 feet to the Point of Beginning; thence North 78 degrees 55 minutes 49 seconds East a distance of 448.63 feet; thence South 63 degrees 04 minutes 01 seconds East a distance of 112.64 feet; thence South 26 degrees 55 minutes 59 seconds West a distance of 480.59 feet; thence South 66 degrees 50 minutes 08 seconds East a distance of 1437.26 feet; thence North 23 degrees 09 minutes 52 seconds East a distance of 780.32 feet; thence South 66 degrees 02 minutes 09 seconds East a distance of 73.74 feet to a point of curvature: thence Southeasterly on a curve to the left being tangent to the previous course, having a radius of 1000.00 feet, a central angle of 23 degrees 36 minutes 09 seconds and an arc length of 411.94 feet; thence South 89 degrees 38 minutes 18 seconds East a distance of 511.87 feet; thence South 00 degrees 21 minutes 42 seconds West a distance of 587.65 feet to a point of curvature; thence Southwesterly on a curve to the right being tangent to the previous course, having a radius of 300.00 feet, a central angle of 22 degrees 48 minutes 10 seconds and an arc length of 119.40 feet; thence South 23 degrees 09 minutes 52 seconds West a distance of 244.84 feet to a point of curvature; thence Southwesterly on a curve to the right being tangent to the previous course, having a radius of 300.00 feet, a central angle of 47 degrees 20 minutes 16 seconds and an arc length of 247.86 feet; thence South 70 degrees 30 minutes 08 seconds West a distance of 231.39 feet to a point of curvature; thence Southwesterly on a curve to the left being tangent to the previous course, having a radius of 300.00 feet, a central angle of 34 degrees 04 minutes 52 seconds and an arc length of 178.45 feet to a point of curvature; thence Northwesterly on a curve to the right having an initial tangent bearing of North 71 degrees 34 minutes 22 seconds West, a radius of 1300.00 feet, a central angle of 25 degrees 41 minutes 20 seconds and an arc length of 582.87 feet; thence North 45 degrees 53 minutes 02 seconds West a distance of 289.69 feet; thence South 23 degrees 09 minutes 52 seconds West a distance of 234.90 feet to a point of curvature; thence Southwesterly on a curve to the right being tangent to the previous course, having a radius of 700.00 feet, a central angle of 38 degrees 06 minutes 57 seconds and an arc length of 465.67 feet; thence South 61 degrees 16 minutes 50 seconds West a distance of 303.10 feet; thence North 28 degrees 43 minutes 10 seconds West a distance of 165.37 feet to a point of curvature; thence Northwesterly on a curve to the left being tangent to the previous course, having a radius of 300.00 feet, a central angle of 28 degrees 42 minutes 19 seconds and an arc length of 150.30 feet; thence North 57 degrees 25 minutes 29 seconds West a distance of 1235.20 feet to a point on the Easterly right of way line of Northeast 104th Street as now established by LIBERTY SECOND HIGH SCHOOL, a subdivision in the City of Liberty, said point being a point of curvature; thence along said Easterly right of way line, Northeasterly on a curve to the right having an initial tangent bearing of North 31 degrees 56 minutes 53 seconds East, a radius of 2560.00 feet, a central angle of 08 degrees 06 minutes 10 seconds and an arc length of 362.04 feet; thence along the North line of said LIBERTY SECOND HIGH SCHOOL, North 33 degrees 33 minutes 21 seconds West a distance of 31.81 feet to a point of curvature; thence Northerly and Northwesterly on a curve to the left having an initial tangent bearing of North 37 degrees 17 minutes 34 seconds East, a radius of 400.00 feet, a central angle of 65 degrees 16 minutes 17 seconds and an arc length of 455.68 feet to a point of reverse curvature;

thence Northwesterly on a curve to the right having an initial tangent bearing of North 27 degrees 58 minutes 43 seconds West, a radius of 700.00 feet, a central angle of 12 degrees 15 minutes 10 seconds and an arc length of 149.70 feet; thence North 78 degrees 55 minutes 49 seconds East a distance of 146.41 feet to the Point of Beginning.

EXCEPT

That part taken or used for road right of way.

AND EXCEPT

Part of the North One-Half of Section 30, Township 52 North, Range 31 West, Clay County, Missouri, being described as follows:

Beginning at the Southwest corner of the Northwest One-Quarter of said Section 30; thence North along the West line of the said Northwest One-Quarter to the Northwest corner thereof; thence East along the North line of said Section 30 to the Northwest corner of the East one half of the Northeast One- Quarter of said Section 30; thence South along the West line of the said the East one half of the Northeast One- Quarter of said Section 30 to the Southwest corner thereof; thence West along the East-West centerline of said Section 30 to the Point of Beginning.

The property included within this entire description contains 70.09 acres, more or less.

EXHIBIT 1E

Legal Description – Redevelopment Project Area 5

TRACT 1:

Part of the Northeast One-Quarter of Section 30, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Beginning at the Northeast corner of the said Northeast One-Quarter of Section 30; thence along the East line of the said Northeast One-Quarter, South 00 degrees 15 minutes 14 seconds East a distance of 894.20 feet; thence North 89 degrees 38 minutes 18 seconds West a distance of 1515.19 feet to a point of curvature; thence Northeasterly on a curve to the left having an initial tangent bearing of North 32 degrees 37 minutes 17 seconds East, a radius of 1200.00 feet, a central angle of 32 degrees 16 minutes 07 seconds and an arc length of 675.83 feet; thence North 00 degrees 21 minutes 10 seconds East a distance of 252.58 feet to a point on the North line of the said Northeast One-Quarter of Section 30; thence along said North line, South 89 degrees 40 minutes 33 seconds East a distance of 1320.39 feet to the Point of Beginning.

EXCEPT

That part taken or used for road right of way.

AND EXCEPT

Part of the North One-Half of Section 30, Township 52 North, Range 31 West, Clay County, Missouri, being described as follows:

Beginning at the Southwest corner of the Northwest One-Quarter of said Section 30; thence North along the West line of the said Northwest One-Quarter to the Northwest corner thereof; thence East along the North line of said Section 30 to the Northwest corner of the East one half of the Northeast One-Quarter of said Section 30; thence South along the West line of the said the East one half of the Northeast One-Quarter of said Section 30 to the Southwest corner thereof; thence West along the East-West centerline of said Section 30 to the Point of Beginning. The property included within this entire description contains 27.08 acres, more or less.

TRACT 2:

Part of the Northeast One-Quarter of Section 36, Township 52, Range 32, in Clay County, Missouri, being described as follows:

Commencing at the Northeast corner of the Northeast One-Quarter of said Section 36; thence along the East line of the said Northeast One-Quarter, South 00 degrees 20 minutes 07 seconds West a distance of 696.31 feet to the Point of Beginning; thence continuing along the East line of the said Northeast One-Quarter, South 00 degrees 20 minutes 07 seconds West a distance of 1181.08 feet; thence North 89 degrees 31 minutes 46 seconds West a distance of 578.48 feet;

thence South 45 degrees 24 minutes 50 seconds West a distance of 169.94 feet; thence North 89 degrees 30 minutes 51 seconds West a distance of 395.22 feet; thence North 00 degrees 14 minutes 44 seconds East a distance of 1301.42 feet; thence South 89 degrees 31 minutes 17 seconds East a distance of 1096.07 feet to the Point of Beginning and containing 30.95 acres more or less, Except that part taken or used for road right of way.

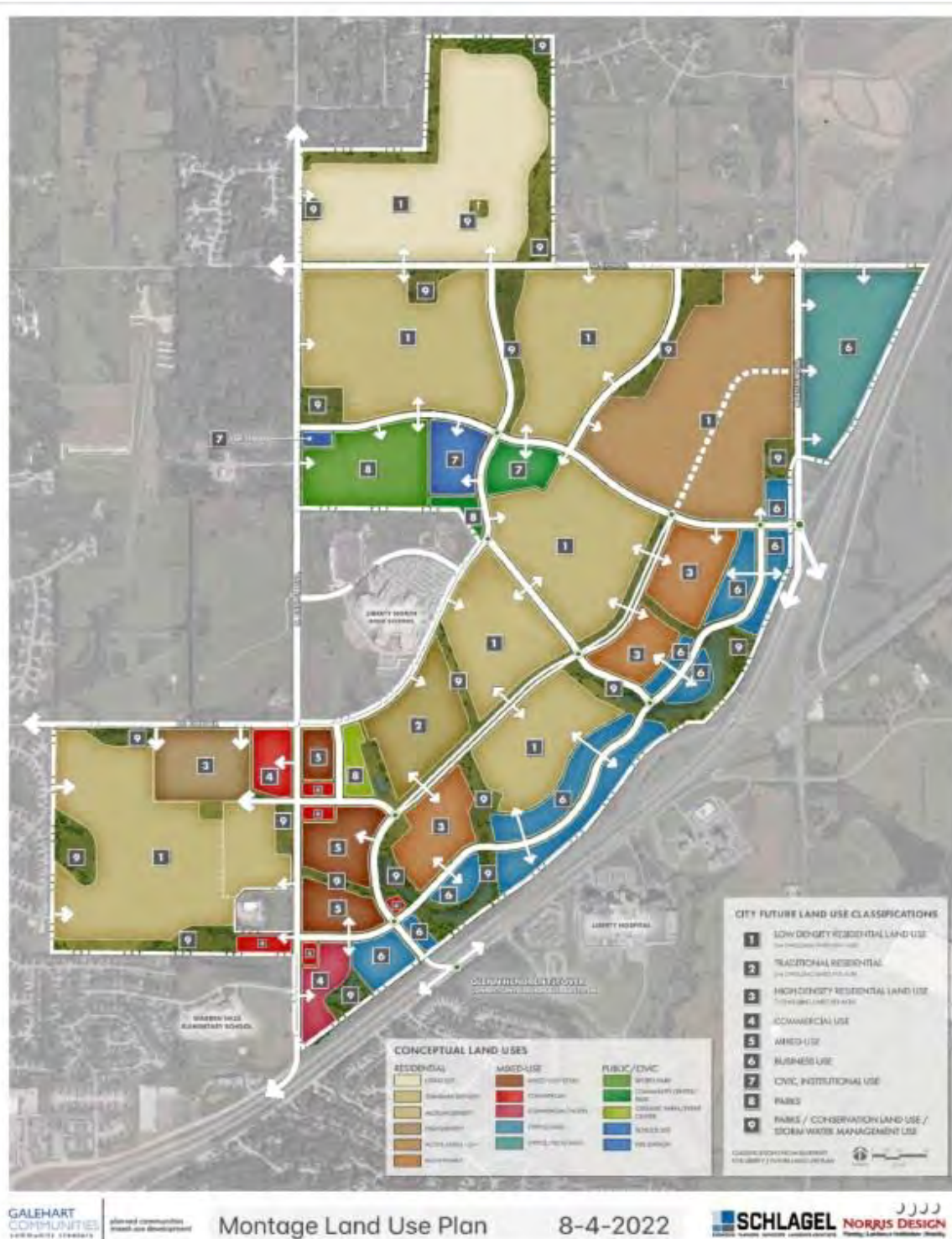
EXHIBIT 2

Redevelopment Area Map



EXHIBIT 3

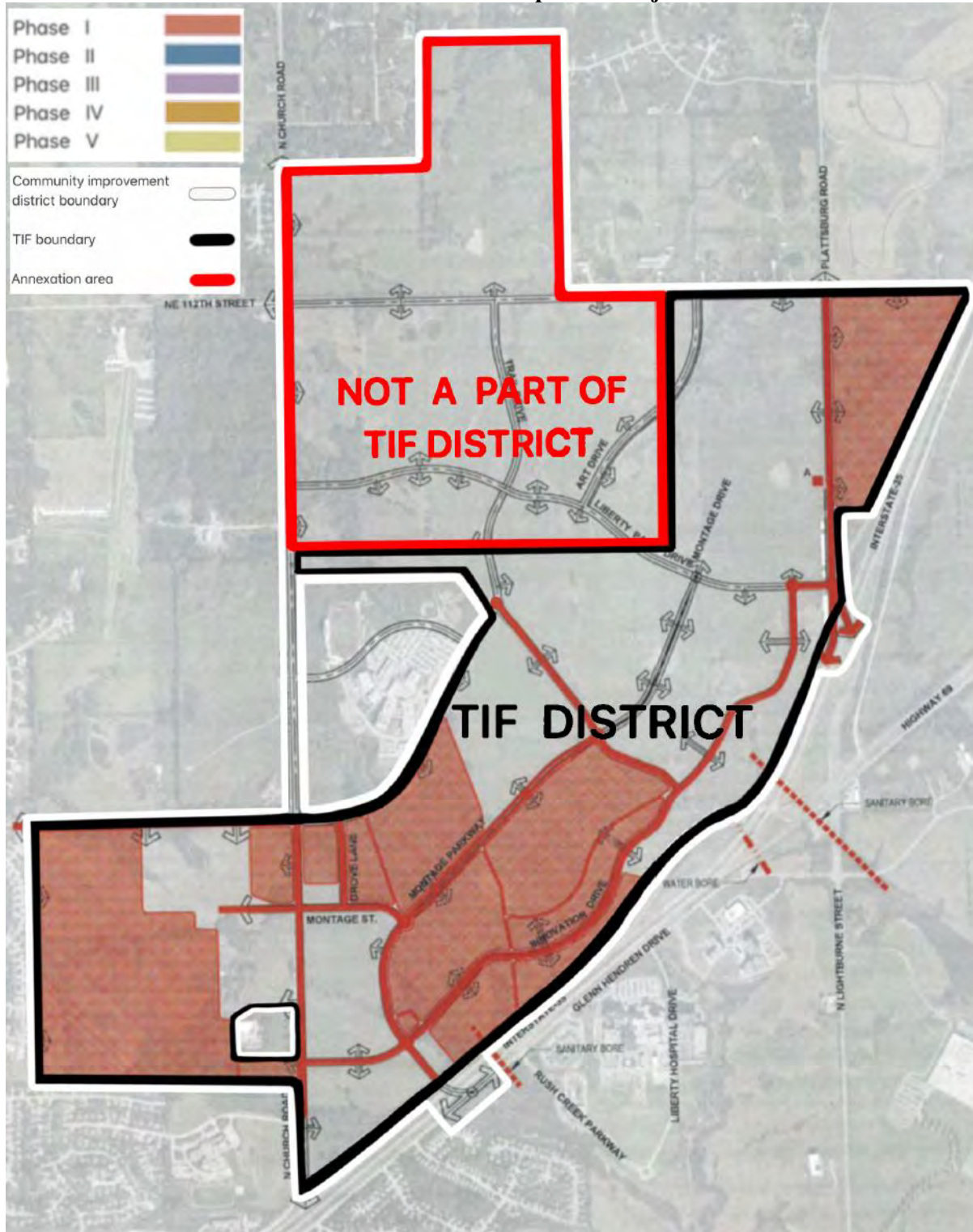
Site Plan – Redevelopment Projects



*Area outlined in red is outside the Redevelopment Area, however, ancillary and incidental infrastructure improvements within such area are included as part of the Public Infrastructure Improvements.

EXHIBIT 3A

Site Plan – Redevelopment Project 1



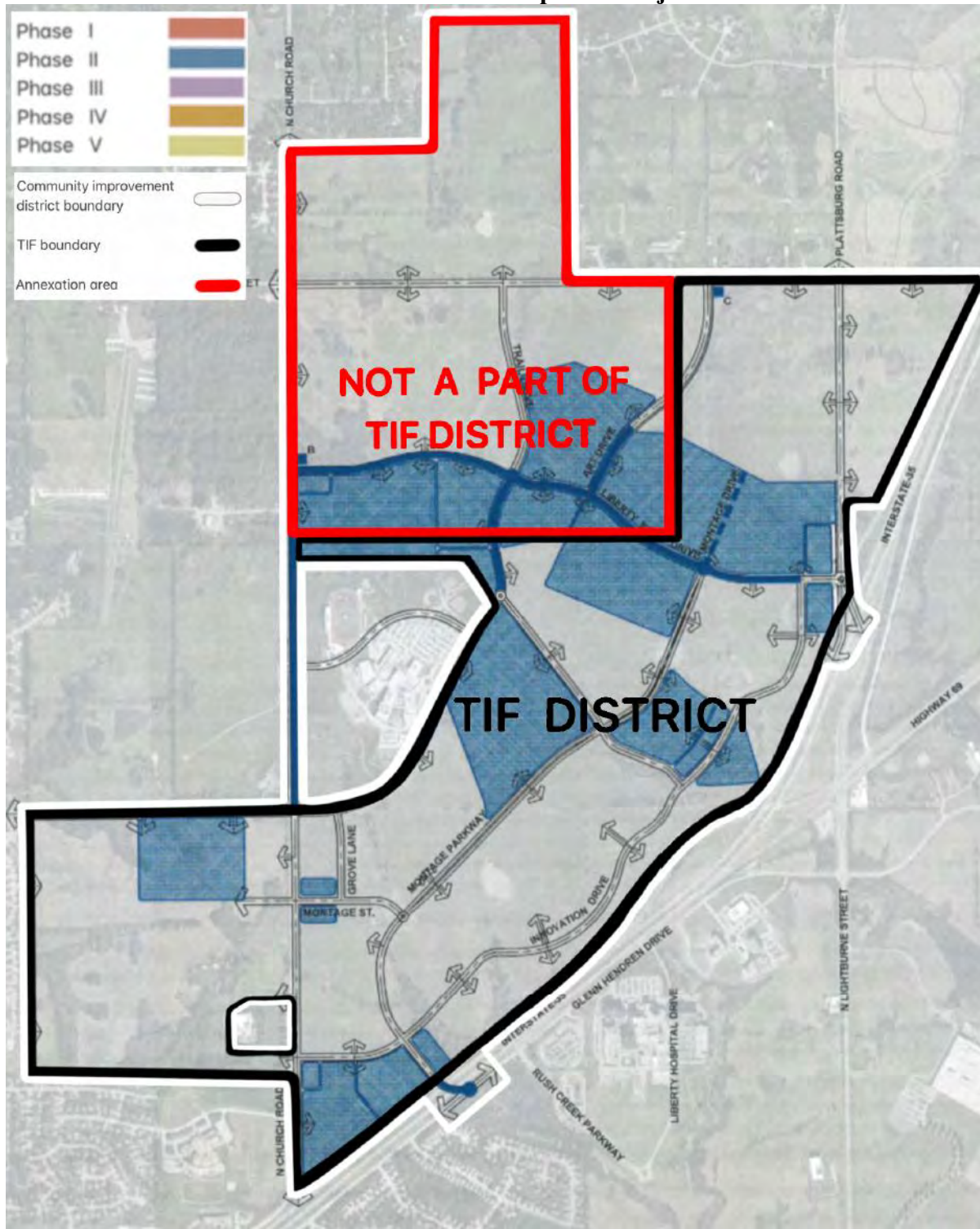
*Area outlined in red is outside the Redevelopment Area, however, ancillary and incidental infrastructure improvements within such area are included as part of the Public Infrastructure Improvements.

The following Public Infrastructure Improvements are included as part of Redevelopment Project 1, but are located outside of the Redevelopment Area:

- Three highway bores under I-35 for water and sewer/sanitary systems;
- New southbound on-ramp to I-35 initiating from a Super round-about within the District on Plattsburg; and
- Improvements to Plattsburg in immediate proximity south of the Super round-about, west of I-35.

EXHIBIT 3B

Site Plan – Redevelopment Project 2



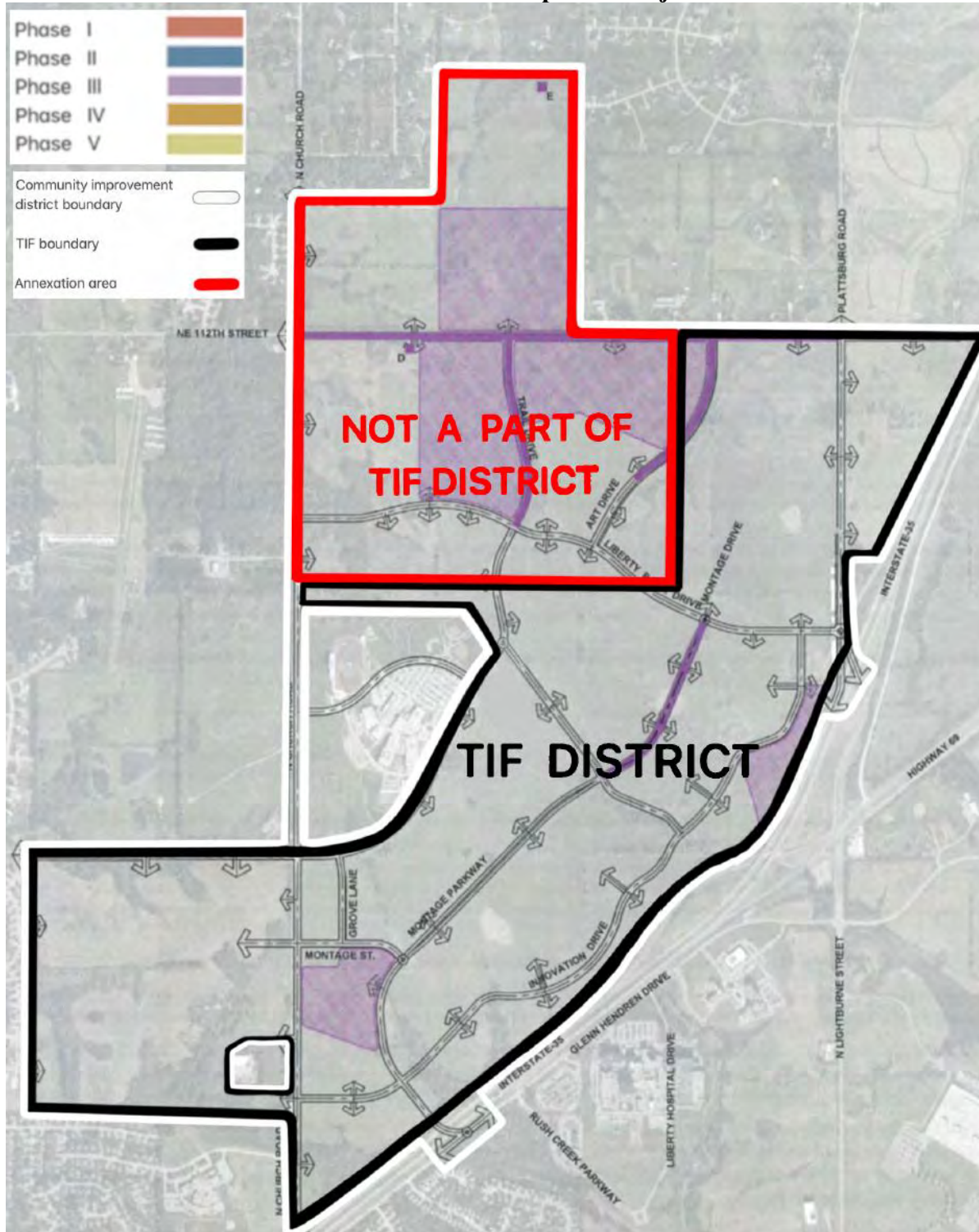
*Area outlined in red is outside the Redevelopment Area, however, ancillary and incidental infrastructure improvements within such area are included as part of the Public Infrastructure Improvements.

The following Public Infrastructure Improvements are included as part of Redevelopment Project 2, but are located outside of the Redevelopment Area:

- Flyover connection west to east over I-35 landing with round-about on Glenn Hendren Drive;
- .25 mile (1,320 linear feet) of Church Road extending from Liberty North high school to proposed Liberty Park Drive;
- .50 mile (2,640 linear feet) of Liberty Park Drive;
- .30 mile (1,584 linear feet) of Art Avenue (Liberty Park Dr north);
- 1 mile (5,280 linear feet) of walking and biking trail ;
- Approximately 10% of the City Master Plan Water Improvements;
- 1 pump station;
- 1 regional stormwater basin;
- One-half of the Westerly watershed ;
- Liberty Park with Grand Lawn and amphitheater;
- Liberty Sports Park Complex;
- Utilities to serve integrated City fire station, police substation and small park; and
- Public neighborhood infrastructure for approximately 80 single family homes.

EXHIBIT 3C

Site Plan – Redevelopment Project 3



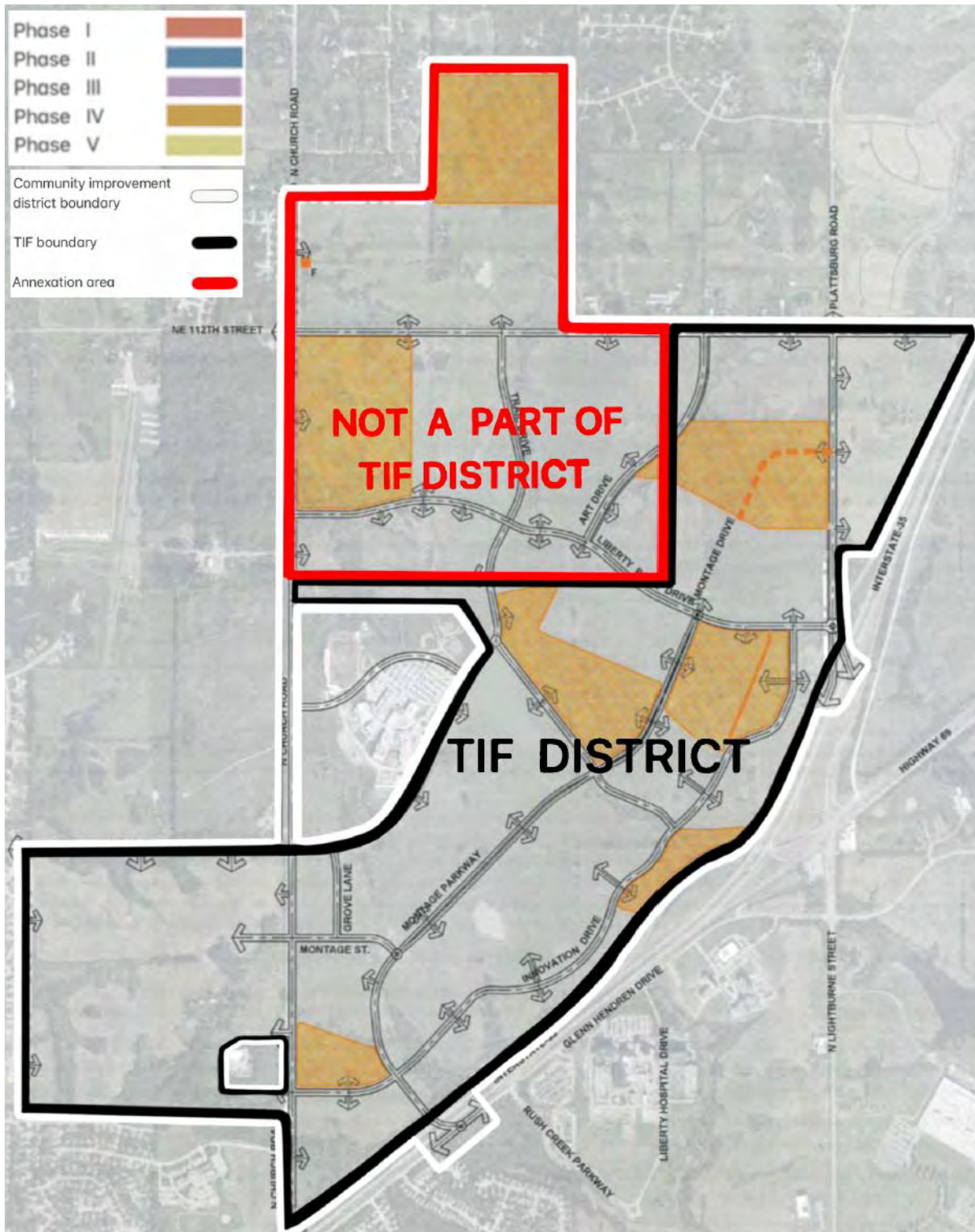
*Area outlined in red is outside the Redevelopment Area, however, ancillary and incidental infrastructure improvements within such area are included as part of the Public Infrastructure Improvements.

The following Public Infrastructure Improvements are included as part of Redevelopment Project 3, but are located outside of the Redevelopment Area:

- .70 mile (3,696 linear feet) of Church Road extending from Liberty Park Drive north;
- .80 mile (4,224 linear feet) of NE 112th Street from Church Road east;
- .40 mile (2,112 linear feet) of Trail Avenue (Liberty Park Dr north to 112th);
- .30 mile (1,584 linear feet) of Art Avenue from NE 112th south;
- .60 mile ((3,168 linear feet) of walking and biking trail ;
- Approximately 6% of the City Master Plan Water Improvements;
- 2 pump stations;
- 2 regional stormwater basins;
- One-half of the Westerly watershed ; and
- Public neighborhood infrastructure for approximately 248 single family homes.

EXHIBIT 3D

Site Plan- Redevelopment Project 4



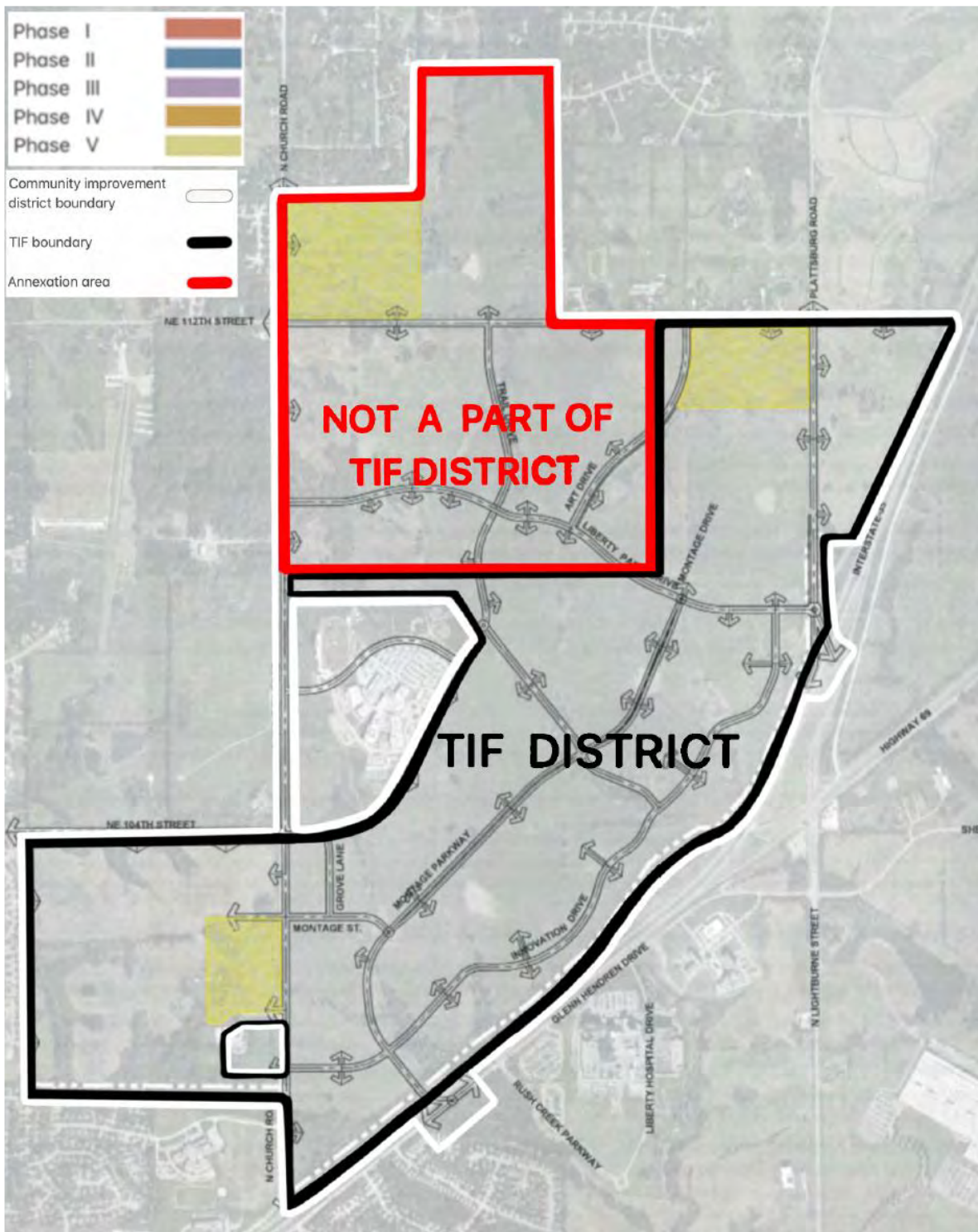
*Area outlined in red is outside the Redevelopment Area, however, ancillary and incidental infrastructure improvements within such area are included as part of the Public Infrastructure Improvements.

The following Public Infrastructure Improvements are included as part of Redevelopment Project 4, but are located outside of the Redevelopment Area:

- Approximately 8% of the City Master Plan Water Improvements;
- 1.2 miles (6,336 linear feet) of walking and biking trail;
- 1 pump station;
- 1 regional stormwater basin;
- Neighborhood stable;
- Art Center; and
- Public neighborhood infrastructure for approximately 161 single family homes.

EXHIBIT 3E

Site Plan - Redevelopment Project 5



*Area outlined in red is outside the Redevelopment Area, however, ancillary and incidental infrastructure improvements within such area are included as part of the Public Infrastructure Improvements.

The following Public Infrastructure Improvements are included as part of Redevelopment Project 5, but are located outside of the Redevelopment Area:

- Approximately 2% of the City Master Plan Water Improvements;
- .60 mile ((3,168 linear feet) of walking and biking trail; and
- Public neighborhood infrastructure for approximately 83 single family homes.

EXHIBIT 4

Estimated Redevelopment Project Costs

Redevelopment Project Costs*	Total Project Costs	Private Capital	TIF Reimbursable Costs	CID Reimbursable Costs**
Site Acquisition	\$ 30,543,110	\$ 24,660,365	\$ 4,882,745	\$ 1,000,000
PreDevelopment Costs	\$ 6,259,086	\$ 4,093,588	\$ 2,065,498	\$ 100,000
Public Backbone Infrastructure	\$ 114,035,100	\$ 47,395,224	\$ 59,139,876	\$ 7,500,000
Public Neighborhood Infrastructure	\$ 56,394,000	\$ 9,483,643	\$ 43,610,357	\$ 3,300,000
Regional And Local Amenities & Green Space	\$ 47,035,556	\$ 45,626,184	\$ 1,209,600	\$ 199,772
Soft Costs	\$ 13,023,400	\$ 8,545,678	\$ 3,297,722	\$ 1,180,000
Contingency	\$ 23,143,579	\$ 14,811,650	\$ 7,741,929	\$ 590,000
Developer Fee	\$ 14,256,124	\$ 14,256,124	\$ -	\$ -
Total Development Costs (before Debt Service & Financing Costs)	\$ 304,689,954	\$ 164,693,252	\$ 126,126,930	\$ 13,869,772
Percentage of Total Project Costs		54.05%	41.40%	4.55%
Percentage of Overall Incremental Taxes (of \$1,080MM)				35.06%
Percentage of Horizontal & Vertical Costs (\$2B)				18.91%
*Plus Debt Service and Financing Costs				
**Non-Captured CID Revenue				

EXHIBIT 5

Development Schedule

Public Infrastructure Improvements	Estimated Substantial Completion Date
Redevelopment Project 1 – Public Infrastructure Improvements	Q4 2027
Redevelopment Project 2 – Public Infrastructure Improvements	Q4 2029
Redevelopment Project 3 – Public Infrastructure Improvements	Q4 2032
Redevelopment Project 4 – Public Infrastructure Improvements	Q4 2035
Redevelopment Project 5 – Public Infrastructure Improvements	Q4 2038

EXHIBIT 6

Commitments to Finance

PIPER | SANDLER

1000 (7th Street) Suite 1200 | Omaha, NE 68102-1000

P 402.455.0800 F 402.455.0801 E info@psand.com

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Tom Hart and David Gale
GaleHart Communities
400 SW Longview Blvd, Suite 109
Lee's Summit, MO 64081

July 8, 2022

Re: Montage - Municipal Bond Market Update

To Whom It May Concern:

The Special District Group at Piper Sandler has been retained by GaleHart Communities to serve as underwriter on behalf of the Montage development. As a team at Piper Sandler, and with our predecessor finance group at DA Davidson, we have raised over \$17 billion in public and private debt on behalf of our clients since 2001, including within the City of Liberty, Missouri.

Based on our team's experience and the current capital markets, we feel we can execute an early-stage financing for the Montage development by issuing debt in phases over several years. As proposed, the debt issuances in total would have an aggregate principal amount of approximately \$246 million. We have already assembled a team of consultants with experience in drafting tax-exempt non-rated Limited Offering Memorandums (LOM) for high yield investors. Once the LOM process is complete, our team of investment sales professionals will diligently market the bonds for sale to various eligible investors. Dependent on market conditions and the City's approval process, we expect to be in the market with the first issuance in the first quarter of 2023.

Since the start of 2022, market conditions have been volatile due to the Ukrainian crisis and inflationary concerns causing investors to demand higher credit quality. As a result of the volatility, the benchmark index for municipal bonds has increased significantly and municipal bond funds continue to see outflows of capital. With expected higher yields to accommodate for similar risk, the capital markets are more receptive to conservative bond structures similar to how we have structured the initial Montage debt issuance.

If you have any questions about what can be done in this market, please let me know. We look forward to working with the Montage team and the City of Liberty!

Sincerely,


Shelby Noble
Managing Director, Special District Group
Piper Sandler & Co.

COMMITMENT TO FINANCE

To Whom It May Concern:

With a history of its principals spanning a combined 70 years and 20,000 acres of land development, **GaleHart Communities LLC** is uniquely qualified to conceive, design, entitle, service, build, manage and govern the Kansas City region's largest mixed-use project of the last 30 years. The partners have built "national caliber projects" like the 1,300 acre, environmental award winning **Winterset** in Lee's Summit and the country's most respected and highly successful 5,000 acre community, **Stapleton**, in Denver (rebranded as **Central Park**).

Now, after nine years of investigation and planning, **GaleHart Communities** is prepared to develop **Montage Liberty**, an intentionally conceived 1,100 acre planned community. Designed with 170 acres of greenspace, neighborhood parks and pocket parks, an on-site demonstration farm, and 7 miles of pedestrian, running and bike trails with a link to Liberty's Rush Creek Regional Trail System. The built environment will include 4,000 residential units with a wide ranging mix of price points, life style choices and sizes, along with 2 million square feet of office, tech, light industrial, retail and mixed-uses. Also included are regional and neighborhood amenities including a soccer and lacrosse sports park with pickle ball, community center, elementary school, fire and police station, an art center, neighborhood stable with horse trails, and much more.

To date, **GaleHart Communities** has invested over \$3 million of developer contributed equity for due diligence studies and other pre-development expenses of **Montage Liberty** and will continue to provide additional capital. Please consider this letter as our **Commitment to Finance** as part of the Montage capital stack which includes developer capital, financial partner equity, conventional lender debt and privately-issued Special Reimbursement District corporate bonds.

Sincerely,



G. David Gale



Thomas Hart

c:\f\...\\gh\commitment to finance letter.docx



June 9, 2022

RE: GaleHart Communities, LLC
400 SW Longview Blvd., Ste. 109
Lee's Summit, MO 64081

Montage - Mixed-use, Planned Community | Liberty, Missouri

To Whom It May Concern:

The purpose of this letter is to express Hawthorn Bank's preliminary interest in providing financing for Montage – a proposed mixed-use, planned community to be developed in Liberty, Missouri by GaleHart Communities. Hawthorn Bank and GaleHart Communities and its predecessor firms have a long-standing, good relationship involving more than **\$32 million of financing over the last 18 years.**

Please be advised that Hawthorn is interested in providing financing for this Project subject to appraisal, borrower statements, project proforma, and other customary contingencies. *This correspondence is intended to serve as an expression of Hawthorn Bank's preliminary interest only and is not, nor commits to, providing a commitment or financing funds for the project.* Any potential funding will be considered on a phase-by-phase basis subject to full underwriting.

Should you have any questions, please do not hesitate to call.

Sincerely,

A handwritten signature in dark ink, appearing to read "Keith A. Asel".

Keith A. Asel

President - Northwest Region



June 23, 2021

GaleHart Communities, LLC
400 SW Longview Blvd., Ste. 109
Lee's Summit, MO 64081

RE: Montage – Mixed-use Planned Community | Liberty, Missouri

To Whom It May Concern:

The purpose of this letter is to express Arvest Bank's preliminary interest in providing financing for Montage – a proposed mixed-use, planned community to be developed in Liberty, Missouri by GaleHart Communities (the "Project"). Arvest and GaleHart Communities (and its predecessor firms) have a long-standing relationship involving \$67.1 million of financing over the last 20 years.

Please be advised that Arvest is interested in providing financing for this Project subject to appraisal, borrower statements, project proforma, and other customary contingencies. *This correspondence is intended to serve as an expression of Arvest Bank's preliminary interest; this is not a commitment to lend anything on this project. All commitments require appropriate underwriting, due-diligence, and committee approvals.*

Any potential funding will be considered on a phase-by-phase basis.

Should you have any questions, please do not hesitate to call. (816) 322-5720

Sincerely,

A handwritten signature in blue ink, appearing to read "David W. Hughes", with a long horizontal flourish extending to the right.

David W. Hughes
Senior Vice President
Arvest Bank
9300 Blue Ridge Blvd.
Kansas City Missouri 64138



1120 NW Eagle Ridge Blvd – Grain Valley, MO 64029 – 816-229-8115

To Whom It May Concern:

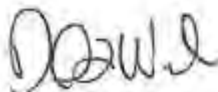
Please let us introduce ourselves. Our family own numerous entities that collectively own and control over \$150 million in assets. One of the companies we own and control was the third largest homebuilder in the Kansas City Metropolitan area. We recently acquired the fourth largest residential builder and have combined those operations with our earlier company to create the second-largest homebuilder in the Kansas City Market.

We have provided pre-development financial backing to GaleHart Communities' Montage project in Liberty, Missouri.

While the Special Reimbursement District corporate bonds managed by Piper Sandler Investment Bankers will provide the majority of funds to construct the infrastructure for the project, please consider this letter as our non-binding commitment to provide Phase One financing of the equity capital and financial statement necessary for GaleHart Communities to execute its Development Program for Montage. This correspondence is intended to serve as an expression of our preliminary interest. This is not a commitment to lend or provide funds or guaranty obligations. All commitments require and are subject to appropriate terms, underwriting, due diligence, and our satisfactory approvals.

Any potential funding and use of our financial statement will be considered on a phase -by- phase basis, subject to market conditions and other customary contingencies.

Sincerely,


David Ward


Tony Ward

EXHIBIT 7

Qualifications Analysis



Qualification Analysis Montage Special Reimbursement District (SRD) Liberty, Missouri

Prepared For:

GaleHart Communities, LLC
400 SW Longview Blvd., Suite 109
Lee's Summit, MO 64081

Prepared By:

Development Initiatives
4501 Fairmount Avenue
Kansas City, Missouri, 64111

Date Prepared:

July 8, 2022

Copyright Statement

This document was prepared for the intended use of GaleHart Communities, LLC, and the City of Liberty, Missouri and for redevelopment of certain real estate properties referenced within the report.

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Limiting Conditions

The reported analyses, opinions, and conclusions contained herein are limited only by the reported assumptions and limiting conditions and are Development Initiatives' unbiased professional analyses, opinions, and conclusions.

Information provided and utilized by various secondary sources is assumed to be accurate. Development Initiatives cannot guarantee information obtained from secondary sources. Such information and the results of its application within this analysis are subject to change without notice.

The nature of real estate development is unpredictable and often tumultuous. Development Initiatives deems our projections as reasonable considering the existing market and various obtained information. It should be understood that fluctuations in local, regional, and/or national economies could have substantial effects on the particular findings and recommendations contained within this document.

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July 8, 2022

Mr. Tom Hart
GaleHart Communities, LLC
400 SW Longview Blvd., Suite 109
Lee's Summit, MO 64081

RE: Qualifications Analysis: Montage Special Reimbursement District.

Dear Mr. Hart:

We are pleased to transmit this Qualifications Analysis Report that has been prepared for your Montage Special Reimbursement District, Liberty, Clay County, Missouri. The purpose of this Report is to determine whether this portion of the City qualifies, as a Economic Development Area, as defined in Section 99.805 (5) Revised Statutes of Missouri. This analysis represents an accumulation of our findings based on research and investigations performed as of the report's effective date, July 8 2022. The Redevelopment Area is composed of four (4) parcels of land containing of 30,224,106 square feet or 693 acres. Presently, the Redevelopment Area is undeveloped, comprising of agriculture oriented land uses.

As determined in the following study, it is our opinion that the subject property represents a "Economic Development Area" which is defined in Section 99.805 (5) RSMo. The primary factors include:

1. Increased employment within the municipality,
2. Enhancement of the tax base for the municipality.

We have concluded these facts based on the current condition of the Redevelopment Area, general access and visibility of the area, existing conditions of improvements located within the Redevelopment Area, and the potential redevelopment opportunities existing for the site. Please feel free to contact me if you have any questions or comments.

Sincerely,



James Potter, AICP, LEED GA
development initiatives

Section I

Introduction

The purpose of this analysis is to determine if the proposed Redevelopment Area, located in the general vicinity of N. Church Road, Clay County, Missouri, is a “economic development area” according to Missouri Revised Statutes Chapter 99 “Municipal Housing, Housing Authorities Law: Real Property Tax Increment Allocation Redevelopment”.

Pursuant to Section 99.810.1(5) of the Act, this analysis shows the impact on the economy if the redevelopment project proposed by the Plan (the “Redevelopment Project”) is not built versus it being built pursuant to the Plan. A fiscal impact study on every affected political subdivision, and sufficient information from the developer for the City of Liberty, Missouri to evaluate whether the Redevelopment Project is financially feasible.

Effective Date of Report

The effective date of this study is July 8, 2022. Unless otherwise stated, all factors pertinent to a determination of an economic development area were considered as of that date.

Methodology

Development Initiatives has analyzed the Redevelopment Area to determine if such area contains factors that support a finding that the Redevelopment Area qualifies under Section 99.805 (5) RSMo.

This analysis includes a detailed field survey of site and building improvements. Field surveys were conducted to document the existing physical conditions.

Our analysis also includes data research, local stakeholder interviews and internal research. Data for this analysis was also gathered from the City of Liberty, Missouri and Clay County, Missouri. Pertinent Geographic Information Systems (GIS) data was obtained through the Clay County Assessor’s Office.

Definitions

In determining whether the defined Redevelopment Area qualifies we first must define the term "Economic Development Area." For the purposes of this study, the definition found in Section 99.805 (5) RSMo. is utilized. This section provides that "Economic Development Area" shall mean:

99.805 (5) "Economic Development Area", Any area or portion of an area located within the territorial limits of a municipality, which does not meet the requirements of subdivisions (1) and (3) of this section, and in which the governing body of the municipality finds that redevelopment will not be solely used for development of commercial businesses which unfairly compete in the local economy and is in the public interest because it will:

- (a) Discourage commerce, industry or manufacturing from moving their operations to another state; or
- (b) Result in increased employment in the municipality; or
- (c) Result in preservation or enhancement of the tax base of the municipality.

Report Format

This analysis is presented in five sections and several Exhibits. Section I presents an introduction to the analysis and scope. Section II presents an overview of the project, a definition of the study methodology. Section III presents a description of the Redevelopment Area and an overview and description. Section IV provides information on the development or redevelopment of the subject property. Section V identifies the primary conditions and assumptions utilized for the Cost Benefit Analysis. Finally Section VI provides a conclusion derived from research.

In determining whether the Redevelopment Area qualifies pursuant to the statutory definition, Development Initiatives first reviewed the surrounding area, particularly reviewing trends. Following that a field survey of the Redevelopment Area was completed. Field survey reviewed existing conditions of site, building, and public improvements and infrastructure. Finally, reports and other documentation, provided by the Developer and the City of Liberty were reviewed for pertinent data that substantiates a finding for the Redevelopment Area. Finally a conclusion was made and documented whether the Redevelopment Area met or exceeded the definitions, pursuant to statutory definitions according to the Statute.

Section II

Area Overview and Description

Area Description

The greater Kansas City Metropolitan Area is home to over 2.5 million people, Missouri City is a bi-state region including the Missouri City, MO-KS, Lawrence, KS, St. Joseph, MO, and Topeka, KS metropolitan areas, as well as adjacent non-metro counties that include the cities of Warrensburg and Chillicothe, MO, and Atchison, KS¹. Liberty is a city in Clay County, Missouri, United States, and part of the Kansas City Metropolitan Area. The City of Liberty has a population of approximately 31,000.

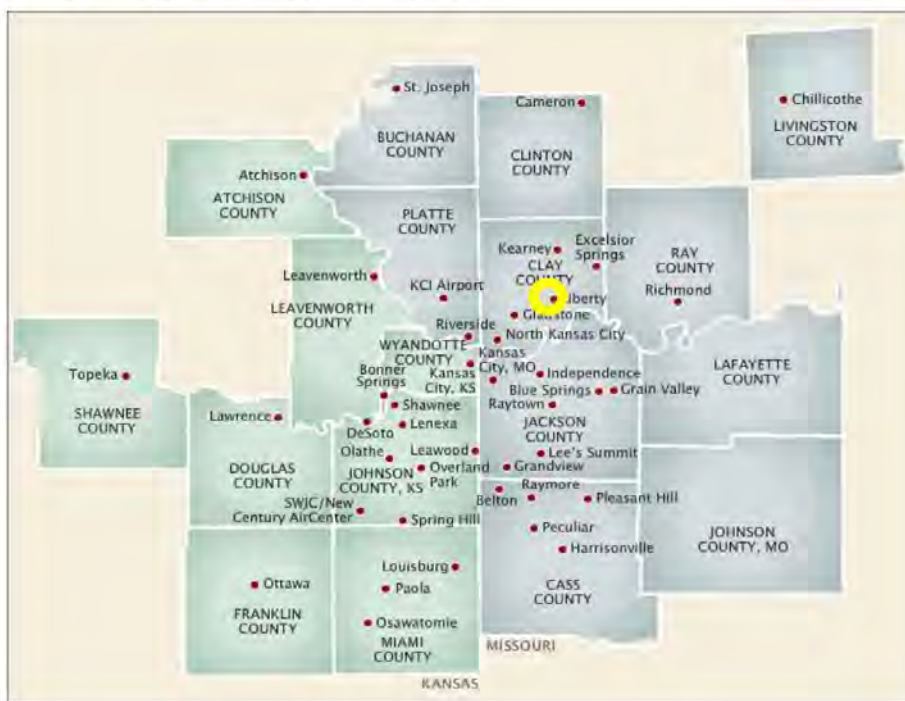


Figure 1 - Greater Missouri City Metropolitan Area.

¹ Kansas City Area Development Council (KCADC).

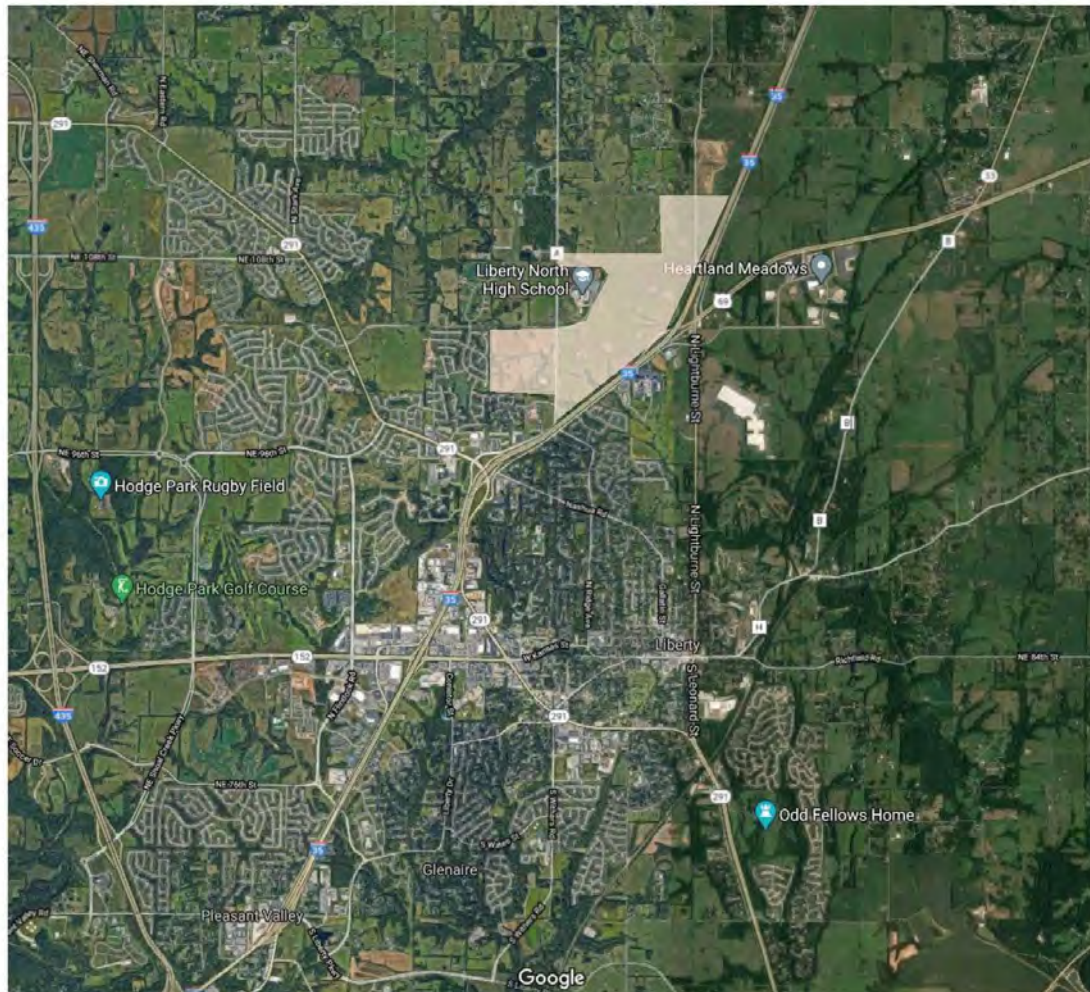


Figure 2 - City of Liberty Missouri. General Location of Redevelopment Area identified (Courtesy Google Maps).

Section III

Redevelopment Area Information

Redevelopment Area Overview

The Redevelopment Area is generally located of N. Church Road and NE 112th Street, Liberty, Clay County, Missouri. The Redevelopment Area is composed of four (4) property parcels containing of 30,224,106 square feet or 693.85 acres. Presently, the Redevelopment Area is comprised of agriculture property. The property is currently within the City Limits of the City of Liberty. The existing zoning is R1-A Residential.

Access

Regional access to the Redevelopment Area is via Interstate 35 (I-35). Local access is via N. Church Road, immediately west, and N. Lightburne Street, immediately east of the Redevelopment Area.

Existing Improvement Description

There are no improvements within the Redevelopment Area. One hundred percent (100%) of the property is utilized as agricultural land use. Surrounding land uses include largely agricultural uses, as well as scattered single-family residential.

Topography

The entire Redevelopment Area contains rolling topography from east to west, north to south. Average topography change is estimated to be less than seventy-five feet (75').

Easements

Development Initiatives was not provided with a title report for the subject property. This analysis does not make any determinations regarding easements for the property.



Figure 3- Aerial view of Redevelopment Area, approximate boundaries.
Courtesy Google Maps.

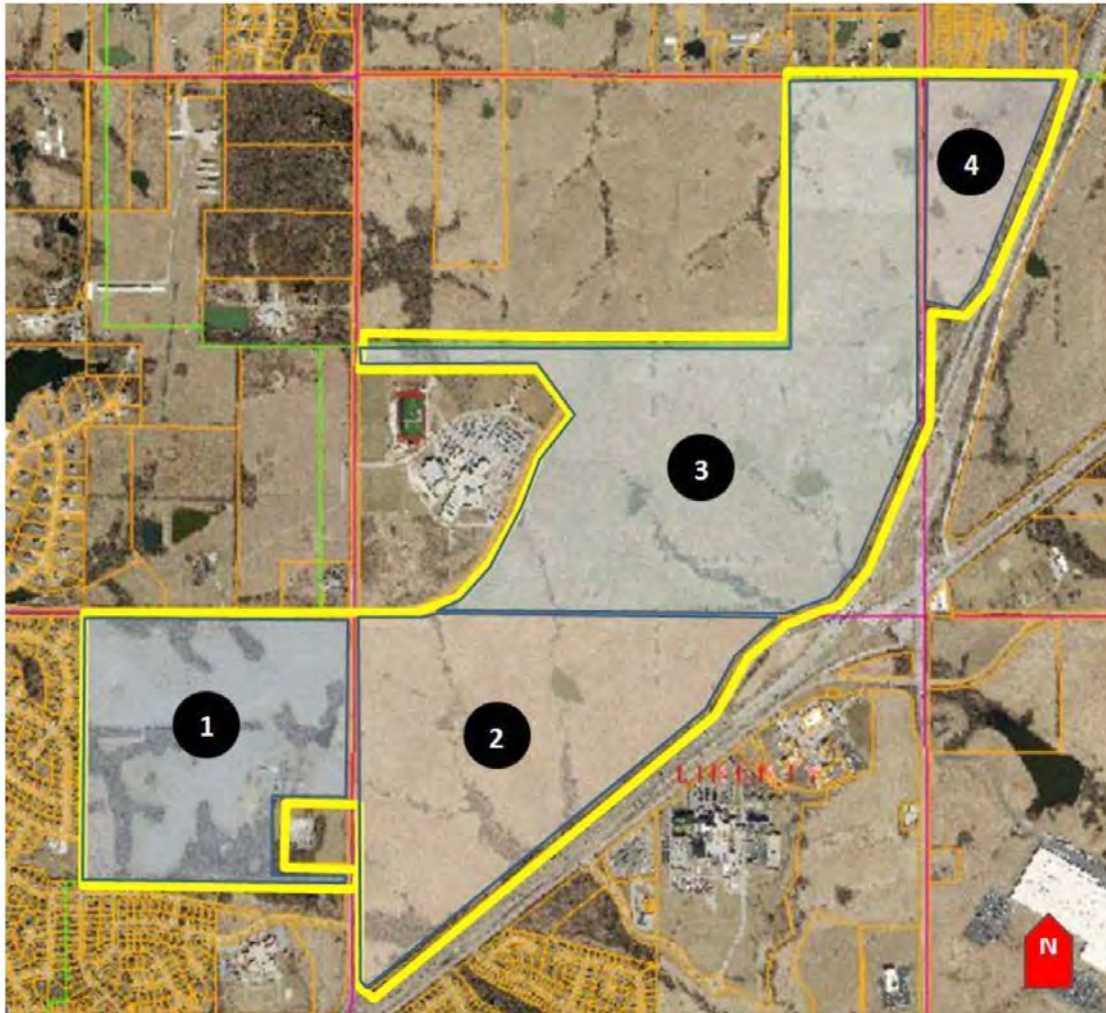


Figure 4 – Parcel ID Map. Courtesy Google Maps.

Ownership Information

Clay County Assessor Office identifies two owners of the Redevelopment Area.

Table 1 - Ownership and Parcel Information.

Ownership

Montage

#	County Parcel #	Address	Owner	Acres
1	10916000100100	2280 N. Church Road	Sieker William H & D Louise Trust 2280 N. Church Rd. Liberty, MO 64068	149.33
2	11703000100100	I-35	Hallmark Cards, Inc. PO Box 419479 Kansas City, MO 64141	197.88
3	11701000100300	3300 N. Lightburne St.	Hallmark Cards, Inc. PO Box 419479 Kansas City, MO 64141	302.85
4	11702000100200	N. Lightburne St.	Hallmark Cards, Inc. PO Box 419479 Kansas City, MO 64141	43.79

Total Acreage: 693.85
Total Square Feet: 30,224,106
Total Parcels 4

Table 2 - Property Legal Descriptions.

Legal Description

Montage

#	County Parcel #	Address	Owner	Legal Description
1	10916000100100	2280 N. Church Road	Sieker William H & D Louise Trust 2280 N. Church Rd. Liberty, MO 64068	BEG SW COR NE 1/4, N TO SL NE 104TH ST, E TO WL N CHURCH RD, ALNG ROW S1840 W548.42 SW147.5 S439.67 E652.75 TO WL A HWY, S217 W TO POB
2	11703000100100	I-35	Hallmark Cards, Inc. PO Box 419479 Kansas City, MO 64141	THAT PT NW 1/4 SEC 31 LYING NW OF I-35 & E OF STATE HWY A EXC PT DEEDED TO LIBERTY SCHOOL DISTRICT
3	11701000100300	3300 N. Lightburne St.	Hallmark Cards, Inc. PO Box 419479 Kansas City, MO 64141	S1/2 SEC. & E1/2 NE 1/4 SEC EXC ROW & EXC PT DEEDED TO LIBERTY SCHOOL DISTRICT
4	11702000100200	N. Lightburne St.	Hallmark Cards, Inc. PO Box 419479 Kansas City, MO 64141	BEG 20'E & 25'S OF NW COR SEC, S2180, SE290, NE1/2500, W1350 TO POB

Zoning

The existing zoning classification for the subject property is R1-A: Residential. The balance of the project boundaries are outside of the City Limits of Liberty. This report makes no determination as to zoning related issues within the Redevelopment Project.

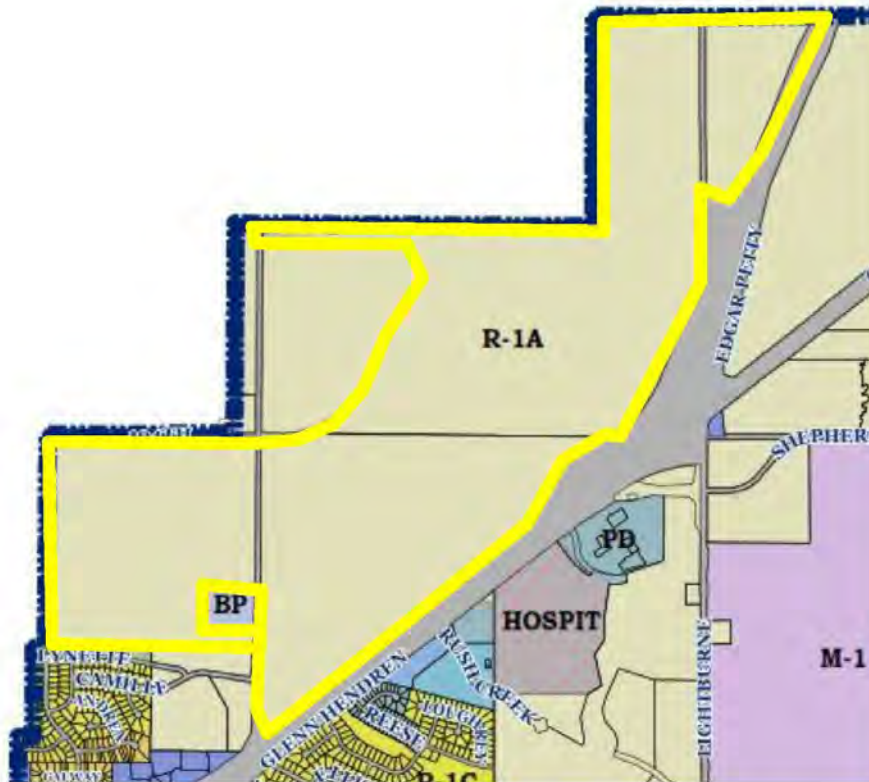


Figure 5 - Zoning Map. Approximate Redevelopment Area boundaries identified.

Courtesy City of Liberty.

Utilities

All utilities are available to the area surrounding the Redevelopment Area including water, sewers, storm water, natural gas, cable, and electricity. All utilities are provided by the following utility providers:

UTILITIES	PROVIDER
Electric	Evergy
Natural Gas	Spire
Sewer	City of Liberty
Water	City of Liberty
Stormwater	City of Liberty
Cable	Various
Trash	City of Liberty

Table 3: Redevelopment Area Utility Providers.

Utility Improvements

While utilities are accessible to the Redevelopment Area, availability of utilities within the Area is non-existent. Generally these conditions can be described as external accessibility issues to and from the facility, internal ingress/egress issues throughout the property or inadequate general access. While utilities are accessible to the Redevelopment Area, availability of utilities within the Area is non-existent. The Area is largely agriculture in use and historically no utility improvements (i.e. road network, utilities: electric, gas, water, sewer, storm water, etc.) have been constructed.

Direct access to the interior of the area is presently limited. In addition, sidewalks, curbs and gutters, as well as other infrastructure improvements are not present to the site. Another site condition which supports a finding for the Redevelopment Area is the extraordinary land development costs required to develop the area to its highest and best use. It is estimated that over the course of the redevelopment, infrastructure costs for development within the Redevelopment Area could total as much as \$168 Million. These

costs include; site excavation and demolition, storm and sanitary sewers, road and sidewalk construction, site lighting, utility extensions and relocations, and traffic signal improvements.

Infrastructure expenses to the area include improvements which are currently not in place or not planned without the consideration of this project. These include:

Sanitary and storm sewer. Presently the Redevelopment Area does not contain any sanitary or storm sewer system improvements. As part of these improvements, thirteen (13) individual storm-water retention basins will be required to be constructed. Additionally, four (4) different sanitary pump stations and three (3) force mains will be constructed. These sanitary and storm sewer improvement are estimated to cost approximately \$23,000,000 through completion of the entire Redevelopment Area.

Site Excavation/Mass Grading. As part of the redevelopment of the area, the project presently anticipates significant clearing, grading and filling. It is anticipated that much of the site will require mass grading which will eventually level the topography of the site and create buildable lots.

Water Service. Currently water service is non-existent within the interior of the Redevelopment Area. Total development and construction of water supply systems will be required. Water system improvements which are required are water mains and service extensions. It is estimated that the construction of new water services throughout the site could total in excess of \$27,000,000 for the Redevelopment Project.

Streets, Signalization, Flyover. As part of the redevelopment of the area, the project presently anticipates significant development and construction of street-grid network and associated infrastructure. Construction includes mass grading for road network, road base, intersection signalization, roundabout construction and I-35 flyover. It is estimated that these basic infrastructure costs could total as much as \$117,500,000 through completion the Redevelopment Project.

Basic Utilities. Additionally, basic utility infrastructure (gas, electric, phone, cable) is non-existent within the Redevelopment Area. Total design, development and construction of each of these utility systems will be required for each phase of the Redevelopment Project. Cost estimates of these systems are not currently available, but estimated to cost up to \$15,000,000 throughout the completion of the Redevelopment Area.

Presently, the property's prime location, combined with local area developments indicate even more evidence of the site's underutilized nature. As currently improved, the site is an economic underutilization of the existing land resource, and improvements are required to maximize the site's economic utilization and/or potential. If improved the subject property should generate significant tax revenue and economic development, capturing resident and non-resident dollars for the community/surrounding businesses and generating local employment and tax revenue.

Integration of infrastructure into and across the Redevelopment Area contributes to an overall burden to the development of the Redevelopment Area. Again, the overall cost estimates for basic utility and road construction infrastructure construction are anticipated to cost as much as \$73,800,000.

***Note:** Please refer to Plan Submittal for current cost estimates.

Flood Zone Information

The Redevelopment Area is currently not located within a flood zone as defined by the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map identified on Maps Numbered.: 29047C0145E and 29047C0135E both bearing on effective date of August 3, 2015.



Figure 6 - Flood Zone Map. Courtesy FEMA.

Environmental

Development Initiatives was not provided with any environmental reports for the Redevelopment Area. Based on the current and previous uses within the property, agricultural, we would not anticipate any environmental liabilities.

Assessed Valuation

The following data was obtained from the Clay County Assessor's Office and shows the Assessor's calculation of the assessed value for the property parcel within the Redevelopment Area. All property is anticipated to be re-assessed in odd-numbered years, except new construction (including remodeling) which can be assessed in any year.

The current valuation of the parcel was done in 2020 by the Clay County Assessor's Office, and shows a cumulative appraised and assessed value of \$935,200 and \$160,010, respectively. Valuation data prior to 2019 was not available for this analysis.

Table 4 – Appraised and Assessed Value. Courtesy Clay County Assessor.

Montage	Property Valuation					
	Valuation	Parcel 1	Parcel 2	Parcel 3	Parcel 4	Totals
2020	Appraised Value	\$771,900	\$50,800	\$94,900	\$17,600	\$935,200
	Assessed Value	\$140,410	\$6,100	\$11,390	\$2,110	\$160,010
2019	Appraised Value	\$771,900	\$50,800	\$94,900	\$17,600	\$935,200
	Assessed Value	\$140,410	\$6,100	\$11,390	\$2,110	\$160,010

Section IV

Proposed Improvements

The proposed development project, Montage, is a multi-phase planned 1,055 acre mixed-use master planned community. Development program anticipates the planning, development and construction of all associated street networks, as well as utilities (i.e. electric, gas, water, sewer, storm-sewer, etc.). Residential development and construction contemplates over 1,867 single-family homes and 1,442 multi-family homes. Commercial, retail, office hotel and mixed use development will an additional two million square feet of improvements.

Open space and recreational parkland, accounting for nearly 200 acres (18%) of the site is anchored by a regional community center and will include soccer and lacrosse fields, walking & biking trails, community pool, organic farm and neighborhood equestrian barn. Future planning for a new grade school is also contemplated as part of this project.

Anticipated budget for all improvements within the Redevelopment Area are expected to total approximately \$318+ million over the course of the Plan. This budget accounts for all site acquisition costs, pre-development costs, infrastructure (public & private) and financing costs.

Please refer to the actual Plan Submittal for further detail.



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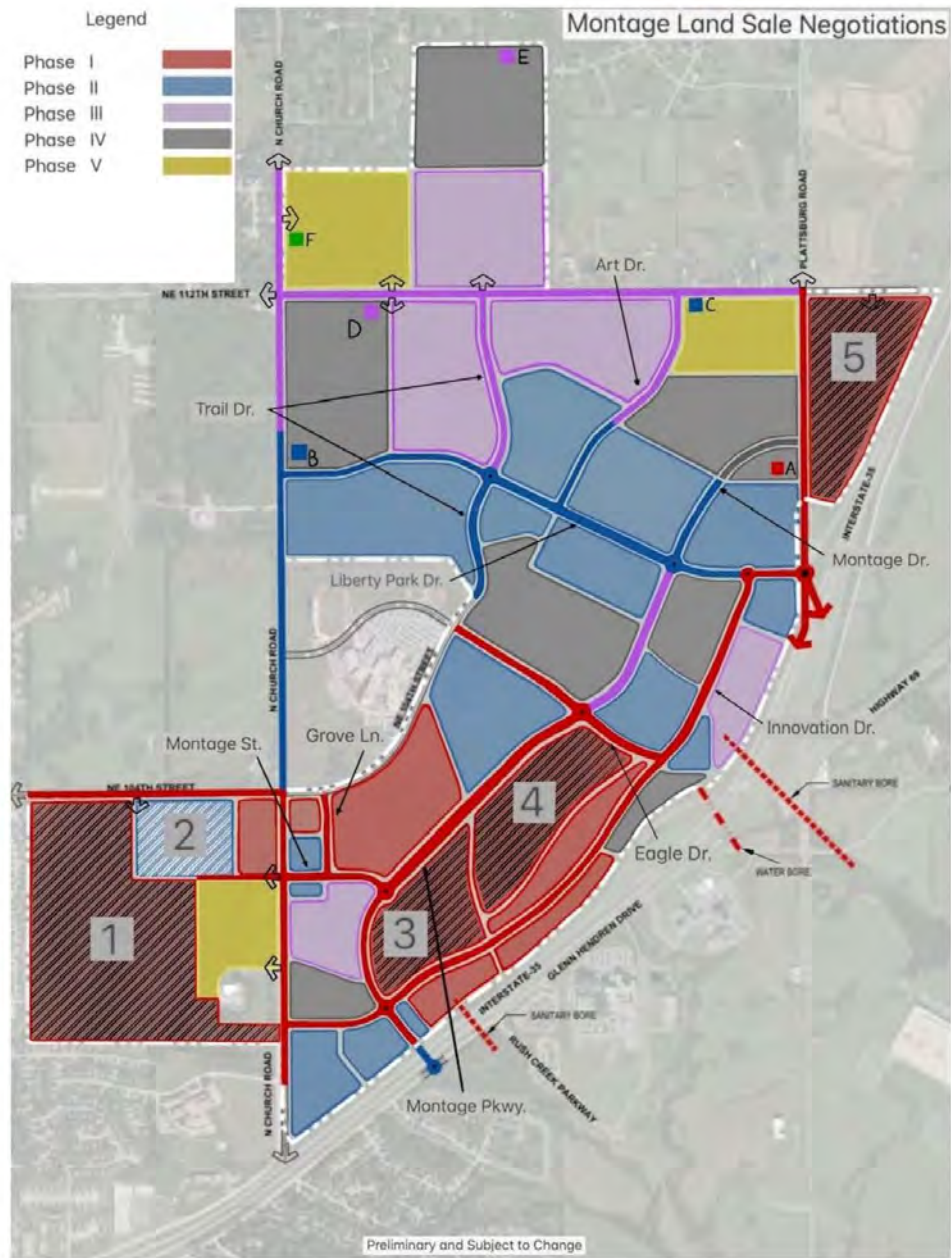


Figure 8 – Preliminary Phasing. Courtesy GaleHart Communities.

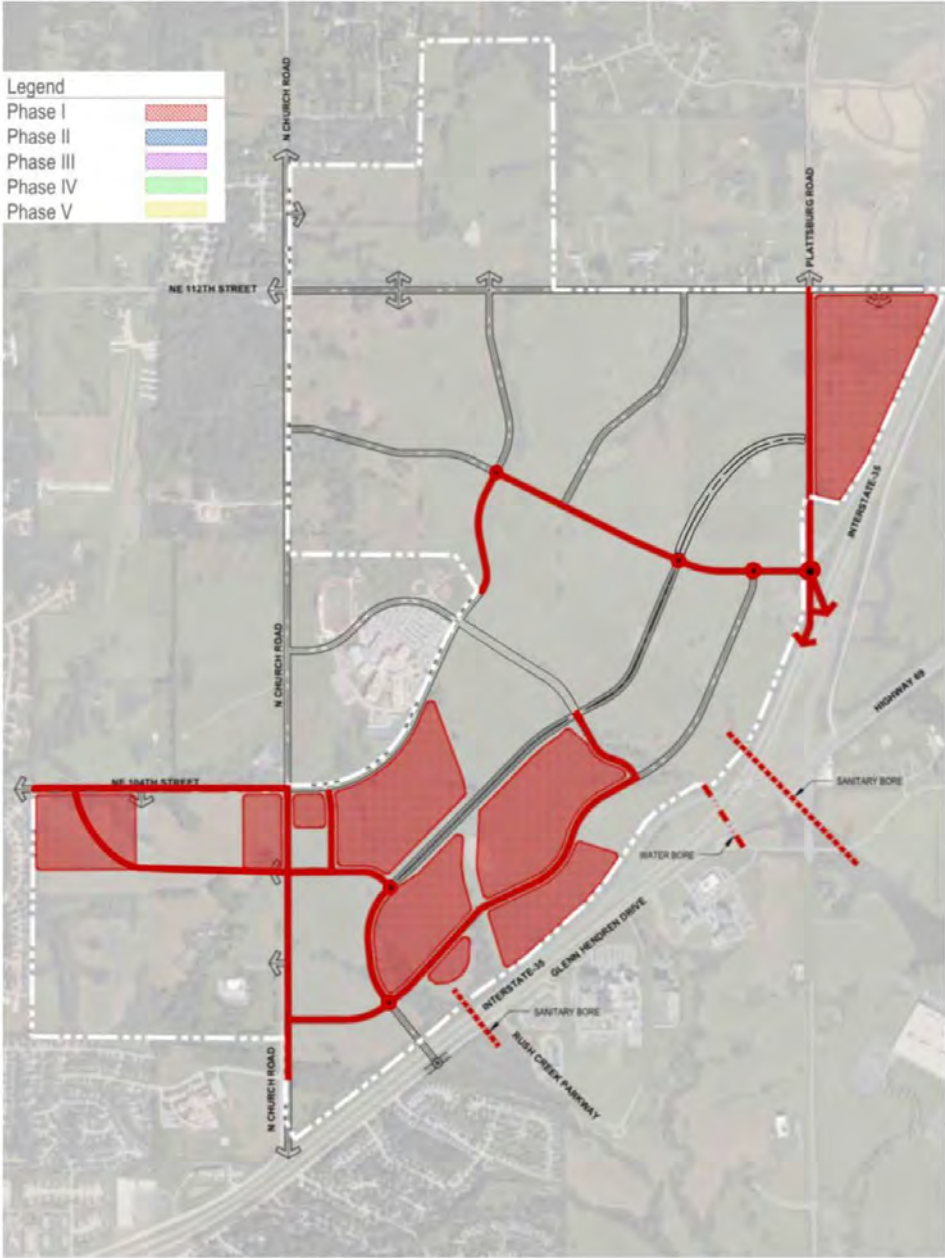


Figure 9 – Phase 1. Courtesy GaleHart Communities.

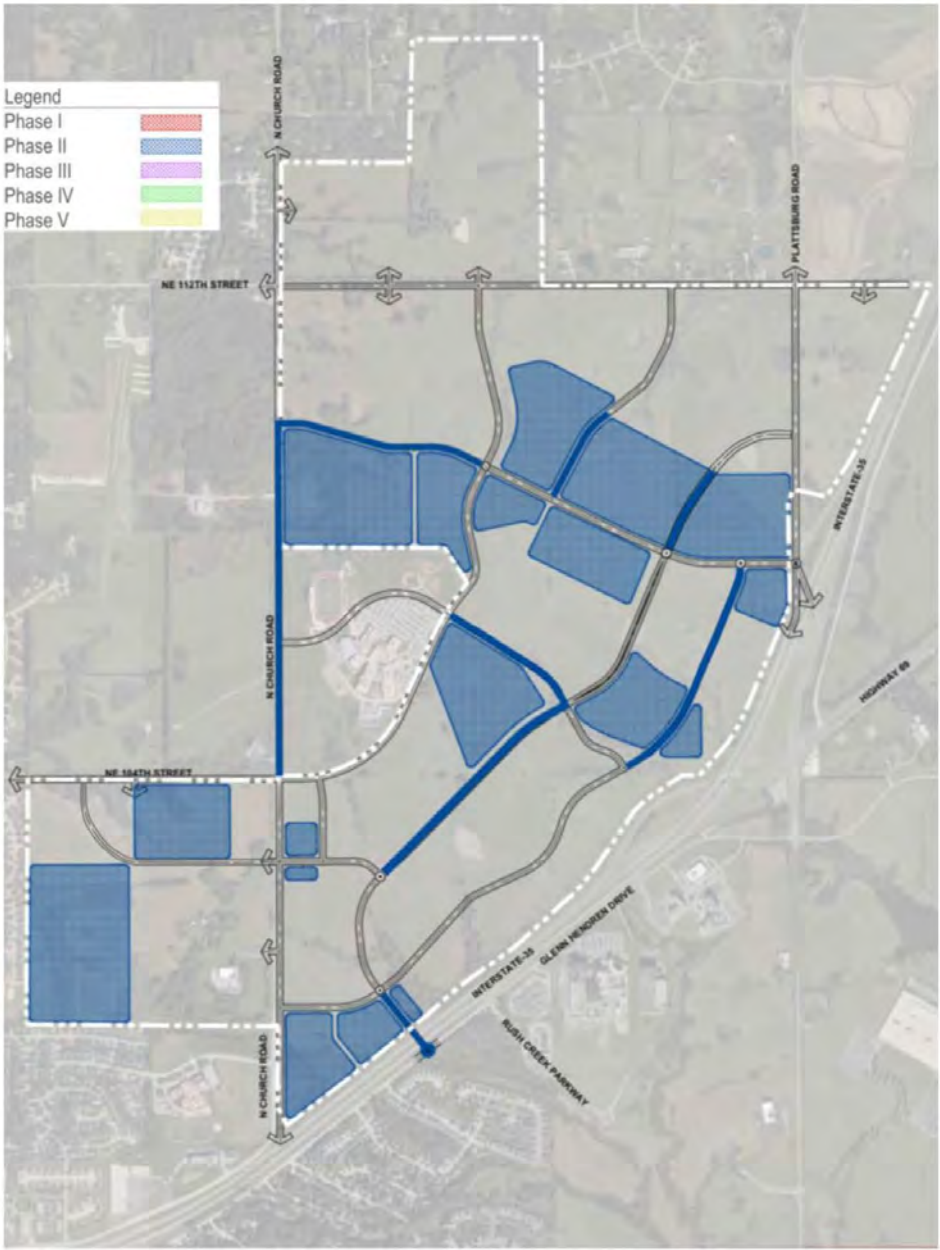


Figure 10 – Phase 2. Courtesy GaleHart Communities.

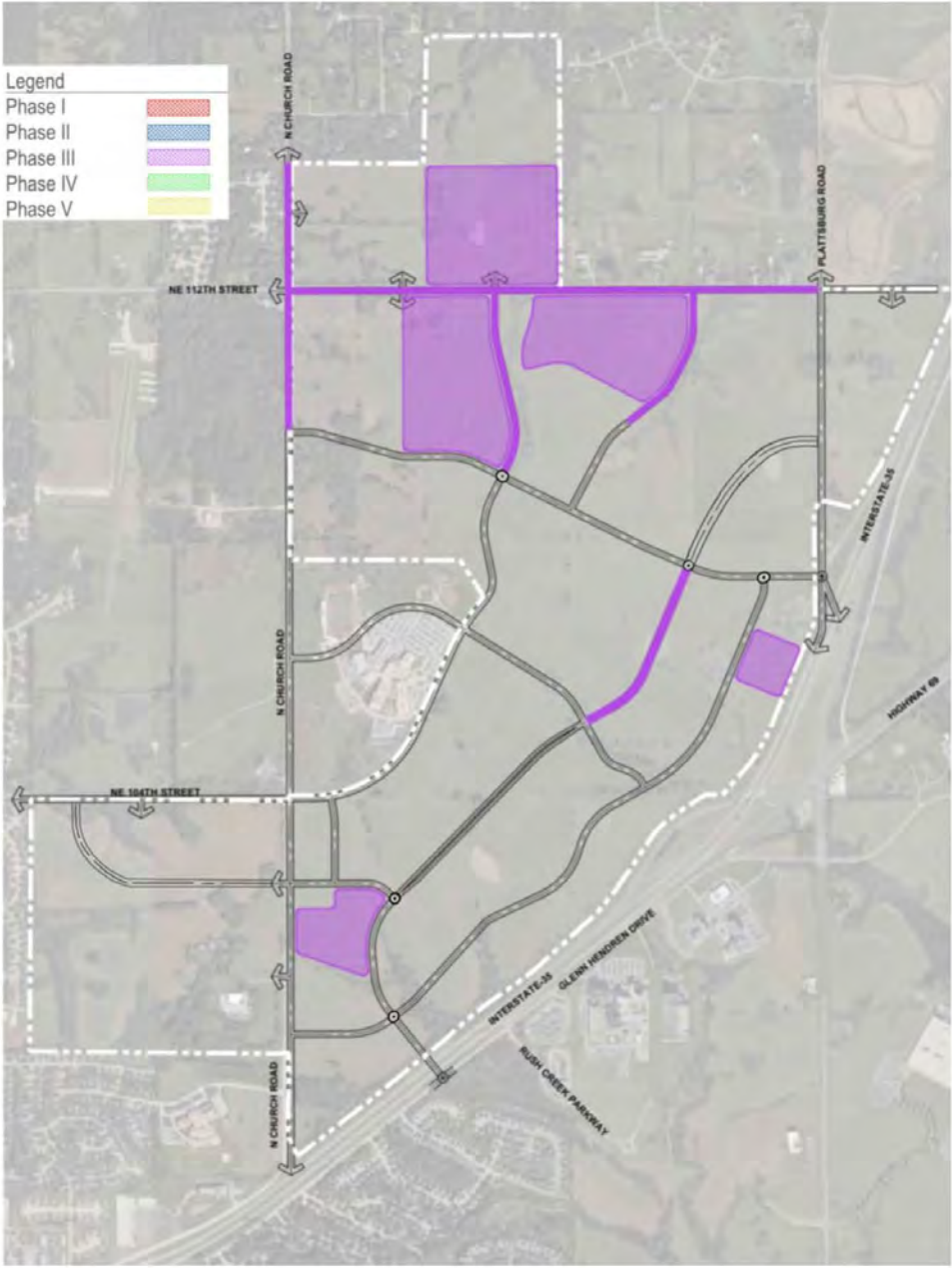


Figure 11 – Phase 3. Courtesy GaleHart Communities.

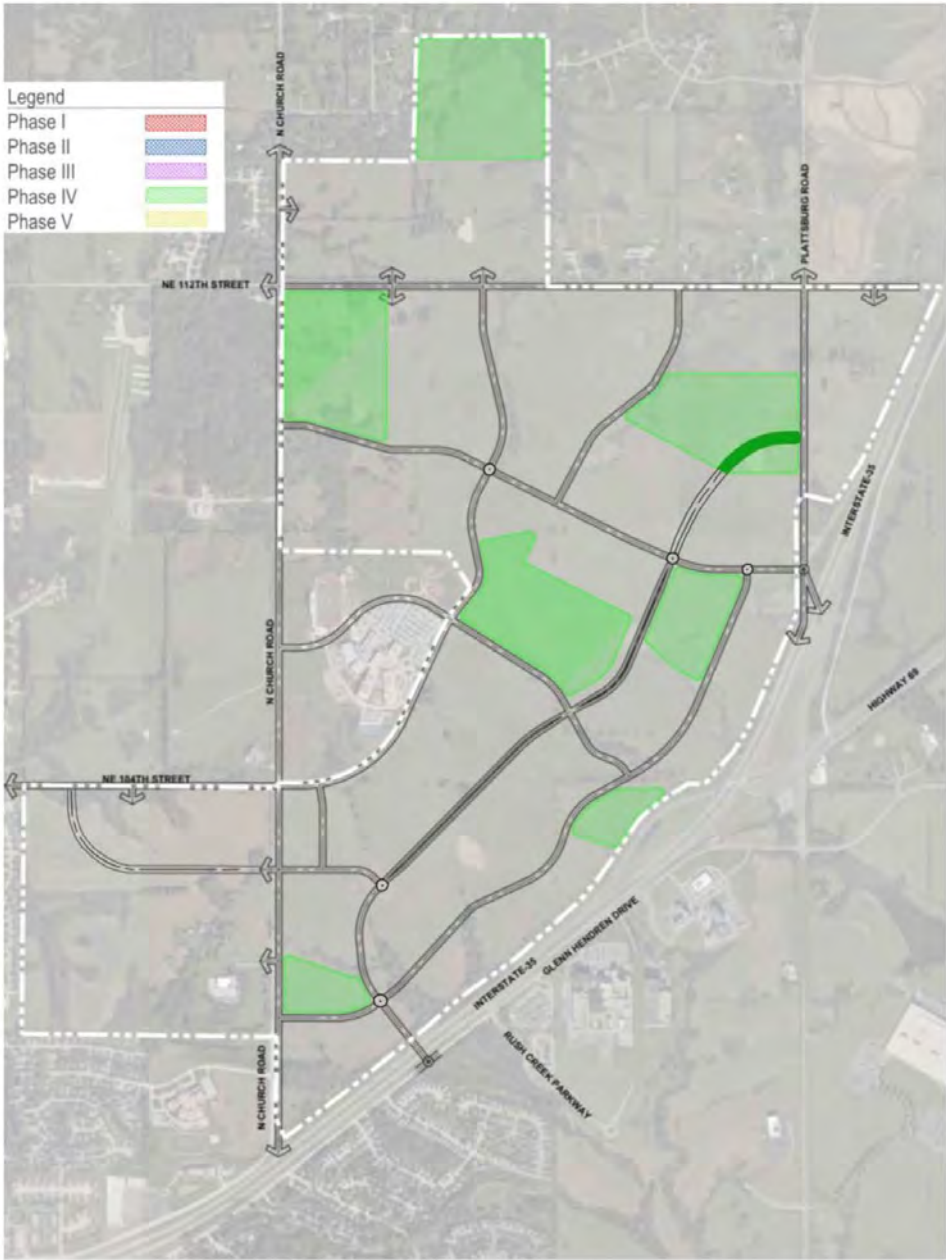


Figure 12 – Phase 4. Courtesy GaleHart Communities.

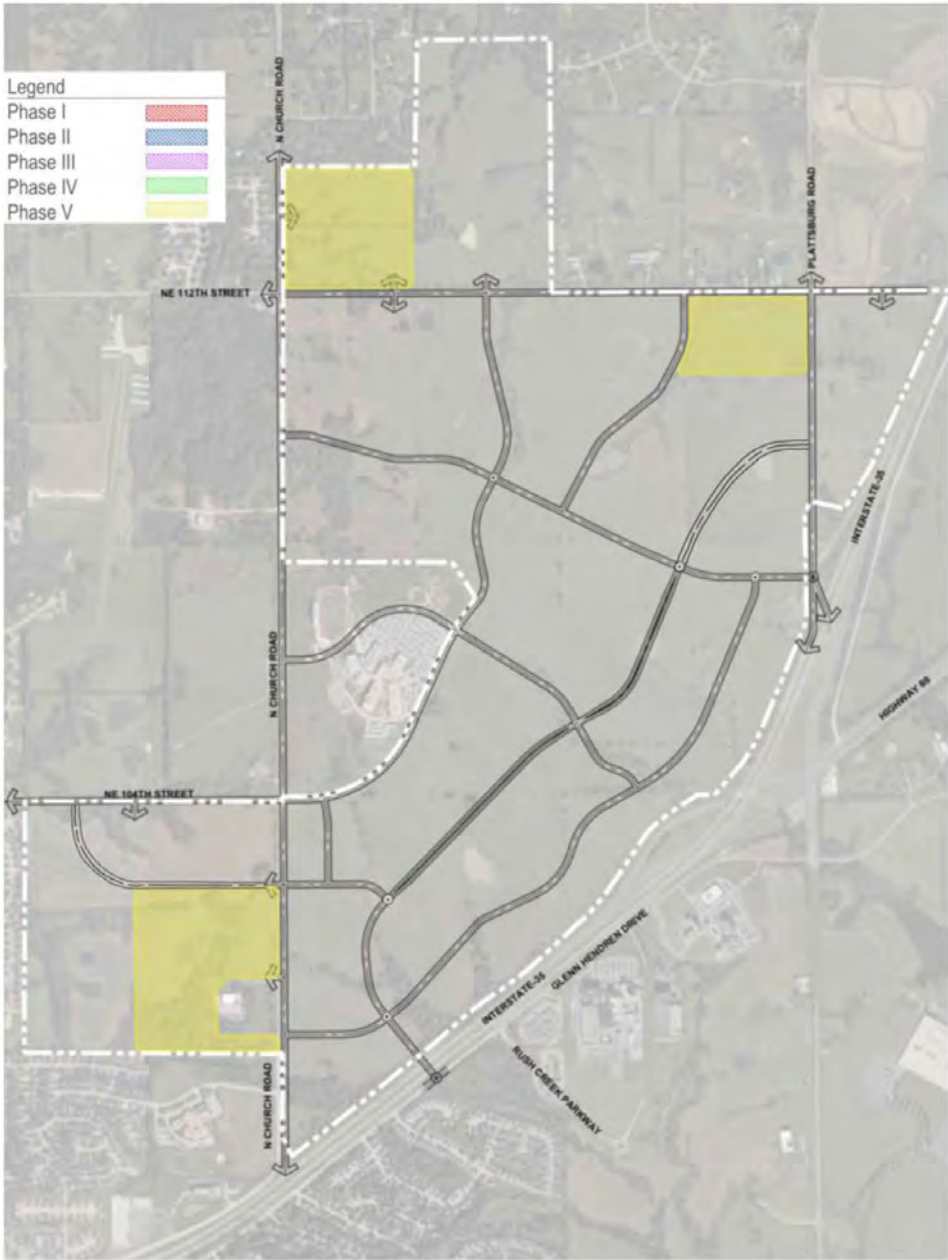


Figure 13 – Phase 5. Courtesy GaleHart Communities.

Section V

Cost Benefit Analysis

This Section discusses the Redevelopment Area in regards to determining whether the defined Project and Area qualifies as a “Economic Development Area.” For the purposes of this study, the definition found in Section 99.805 (5) RSMo. is utilized. This section provides that “Economic Development Area” shall mean:

99.805 (5) “Economic Development Area”, Any area or portion of an area located within the territorial limits of a municipality, which does not meet the requirements of subdivisions (1) and (3) of this section, and in which the governing body of the municipality finds that redevelopment will not be solely used for development of commercial businesses which unfairly compete in the local economy and is in the public interest because it will:

- (a) Discourage commerce, industry or manufacturing from moving their operations to another state; or
- (b) Result in increased employment in the municipality; or
- (c) Result in preservation or enhancement of the tax base of the municipality.

It is our opinion that the overall proposed Redevelopment Project does adhere to the above definition. Generally, it is projected that the development would substantially enhance the existing tax base to the local taxing jurisdictions.

Furthermore, pursuant to Section 99.810.1(5) of the Act, this analysis shows the impact on the economy if the redevelopment project proposed by the Plan (the “Redevelopment Project”) is not built and is built pursuant to the Plan.

99.810.1 (5) “A cost-benefit analysis showing the economic impact of the plan on each taxing district which is at least partially within the boundaries of the Redevelopment Area. The analysis shall show the impact on the economy if the project is not built, and it built pursuant to the Redevelopment Plan under consideration. The cost-benefit analysis shall include a fiscal impact study on every affected political subdivision, and sufficient information from the developer for the

commission established in section 99.820 to evaluate whether the project as proposed is financially feasible.”

Cost Benefit

The Act enables the City to finance the Redevelopment Project through the “capture” of certain incremental increases in real property and economic activity taxes generated by development within the Redevelopment Area. The captured revenues include incremental increases in real property taxes resulting from increases in the assessed valuation of the Redevelopment Area, referred to in the Act as Payments in Lieu of Taxes (“PILOTs”).

Certain tax revenues are not affected by the implementation of tax increment financing, including state income tax, blind pension tax, replacement tax, gross receipt tax, personal property taxes and the state sales tax.

Assumptions

The following assumptions and levy rates have been considered as part of this analysis.

Table 5 – Real Property Assumptions.

Real Property Assumptions		Personal Property Assumptions	
Assessment Ratios		Assessment Ratio	33%
Commercial	32%	Base Market Value	\$0
Residential	19%	Annual Growth/Inflation Rate: 10% depreciation per year; 110% replacement value; 7 year replacement life	
Agricultural	12%		
Bi-annual Growth/Inflation Rate	2.00%		

Table 6 – Sales Assumptions.

Sales Assumptions	
Base Sales	\$0
Sales Annual Growth Rate:	1.5%
Taxable Sales psf	\$200

Table 7 - SRD Capture.

Special Revenue District (SRD) Capture	
Commercial	100%
Apartment	95%
Residential	15.00%

Table 8 -SRD Surplus.

SRD Surplus	
Commercial	0%
Apartment	5%
Residential	85.00%

Table 9 - Real Property Levy Rates.

Real Property Levy Rates			
Taxing District	Rate	% Share Subject to SRD	Available for Project Use
City	0.7968%	10.1766%	0.7968%
Hospital	0.1352%	1.7268%	0.1352%
Handicap	0.1028%	1.3129%	0.1028%
Library	0.3468%	4.4293%	0.3468%
Health	0.0857%	1.0946%	0.0857%
County Services	0.1462%	1.8672%	0.1462%
Mental Health	0.0857%	1.0946%	0.0857%
School	5.9277%	75.7079%	5.9277%
KCJC	0.2028%	2.5901%	0.2028%
Levy Rate Subject to SRD*	7.8297%	100%	7.8297%
Blind Pension	0.0300%		
Replacement Tax	1.5900%		
Total	9.4497%		

Table 10 - Personal Property Levy Rates.

Personal Property Levy Rates		
Taxing District	Rate	% Share
City	0.7968%	10.1766%
Hospital	0.1352%	1.7268%
Handicap	0.1028%	1.3129%
Library	0.3468%	4.4293%
Health	0.0857%	1.0946%
County Services	0.1462%	1.8672%
Mental Health	0.0857%	1.0946%
School	5.9277%	75.7079%
KCJC	0.2028%	2.5901%
Total	7.8297%	100%

Table 11 - Sales Tax Subject to Special Revenue District (SRD).

Sales Taxes Subject to SRD			Available for Project Use
Taxing District	Rate	% Share	
City	3.3750%	72.973%	1.5000%
County	1.1250%	24.324%	0.5625%
Zoo District	0.1250%	2.7027%	0.069%
Rate Subject to SRD**	4.6250%	100%	2.1313%

Projections show that cumulatively, the taxing districts will receive a net benefit from the construction of the Redevelopment Projects as stipulated within the Plan.

Pursuant to the TIF Act, each ad valorem taxing district will continue to receive the same amount of real property taxes generated from the Redevelopment Area as in the year before adoption of tax increment financing. Moreover, the construction of the Redevelopment Project is projected to increase other tax revenues that are not captured by TIF.

Upon completion of the Redevelopment Project, a significant amount of personal property will be located in the Redevelopment Area, this amount is projected to be abated. Due to the high quality of the Redevelopment Project, it is also likely that the assessed valuation of adjacent property outside of the Redevelopment Area will rise.

Once any Redevelopment Project costs eligible for payment by revenues have been satisfied, and no later than 32 years from the approval of the Redevelopment Project, the taxing districts will receive 100% of all tax revenues attributable to the Redevelopment Project.

PROJECT BUILT PURSUANT TO PLAN – COST BENEFIT

Section 99.810(5) of the Act requires that an analysis be made of the direct tax effect upon the various taxing districts based upon the assumption that the Redevelopment Project is built pursuant to Plan. Under the “Project Is Built Pursuant To Plan” scenario, Total Project Revenues for All Taxing Districts over the benefit time period is estimated at \$700,000,686 (Please refer to Table 12 – Cost Benefit Projections).

PROJECT NOT BUILT- COST BENEFIT

Again, Section 99.810(5) of the Act requires that an analysis be made of the direct tax effect upon the various taxing districts based upon the assumption that the Redevelopment Project is not built. Therefore, for the purposes of this study, it is assumed under this "Project Is Not Built" scenario that the proposed Redevelopment Area will be used as its existing use, agricultural property (Please refer to Table 12 – Cost Benefit Analysis Projections for revenue estimates without development).

Table 12 - Cost Benefit Analysis Projections.

Year	With Development							Without Development				
	State Tax	SRD Exempt Taxes	Non-SRD Real Property Tax	Personal Property Tax	SRD PILOT Surplus	SRD E&T Surplus	Total	State Tax	SRD Exempt Taxes	Non-SRD Real Property Tax	Personal Property Tax	Total
1	\$0	\$0	\$9,676	\$0	\$0	\$0	\$9,676	\$0	\$37	\$9,676	\$0	\$9,713
2	\$165,386	\$229,154	\$230,489	\$0	\$0	\$0	\$625,029	\$0	\$39	\$9,869	\$0	\$9,907
3	\$335,696	\$514,302	\$1,265,870	\$0	\$0	\$0	\$2,115,868	\$0	\$38	\$9,869	\$0	\$9,907
4	\$383,300	\$651,336	\$2,391,525	\$0	\$0	\$0	\$3,326,161	\$0	\$39	\$10,066	\$0	\$10,105
5	\$432,229	\$666,194	\$3,990,218	\$0	\$0	\$0	\$5,088,642	\$0	\$39	\$10,066	\$0	\$10,105
6	\$482,503	\$959,902	\$4,974,819	\$0	\$0	\$0	\$6,417,224	\$0	\$39	\$10,268	\$0	\$10,307
7	\$838,956	\$1,229,888	\$5,555,201	\$0	\$0	\$0	\$7,624,055	\$0	\$39	\$10,268	\$0	\$10,307
8	\$1,377,004	\$1,419,167	\$6,440,588	\$0	\$0	\$0	\$9,236,760	\$0	\$40	\$10,473	\$0	\$10,513
9	\$1,643,293	\$1,535,420	\$7,247,947	\$0	\$0	\$0	\$10,426,660	\$0	\$40	\$10,473	\$0	\$10,513
10	\$1,667,943	\$1,568,650	\$8,022,301	\$0	\$0	\$0	\$11,258,894	\$0	\$41	\$10,683	\$0	\$10,724
11	\$1,850,472	\$1,988,158	\$9,079,879	\$0	\$0	\$0	\$12,918,509	\$0	\$41	\$10,683	\$0	\$10,724
12	\$2,038,455	\$2,151,973	\$10,221,518	\$0	\$0	\$0	\$14,411,946	\$0	\$42	\$10,896	\$0	\$10,938
13	\$2,231,295	\$2,459,178	\$11,192,671	\$0	\$0	\$0	\$15,883,144	\$0	\$42	\$10,896	\$0	\$10,938
14	\$2,429,742	\$2,633,146	\$12,584,880	\$0	\$0	\$0	\$17,657,768	\$0	\$43	\$11,114	\$0	\$11,157
15	\$2,466,189	\$2,755,251	\$13,137,202	\$0	\$0	\$0	\$18,358,642	\$0	\$43	\$11,114	\$0	\$11,157
16	\$2,503,181	\$2,812,965	\$14,065,170	\$0	\$0	\$0	\$19,381,317	\$0	\$43	\$11,336	\$0	\$11,380
17	\$2,540,729	\$2,937,408	\$14,566,285	\$0	\$0	\$0	\$20,044,423	\$0	\$43	\$11,336	\$0	\$11,380
18	\$2,578,840	\$2,997,989	\$15,287,808	\$0	\$0	\$0	\$20,864,637	\$0	\$44	\$11,563	\$0	\$11,607
19	\$2,617,523	\$2,998,804	\$15,492,352	\$0	\$0	\$0	\$21,108,679	\$0	\$44	\$11,563	\$0	\$11,607
20	\$2,656,786	\$3,059,089	\$15,882,815	\$0	\$0	\$0	\$21,598,690	\$0	\$45	\$11,794	\$0	\$11,840
21	\$2,696,637	\$3,059,089	\$15,882,815	\$0	\$0	\$0	\$21,638,541	\$0	\$45	\$11,794	\$0	\$11,840
22	\$2,737,087	\$3,120,271	\$16,200,352	\$0	\$0	\$0	\$22,057,710	\$0	\$46	\$12,030	\$0	\$12,076
23	\$2,778,143	\$3,120,271	\$16,200,352	\$0	\$0	\$0	\$22,098,767	\$0	\$46	\$12,030	\$0	\$12,076
24	\$3,212,022	\$3,182,677	\$21,411,710	\$0	\$0	\$0	\$27,806,409	\$0	\$47	\$12,271	\$0	\$12,318
25	\$3,260,202	\$3,182,677	\$21,409,631	\$0	\$5,081,978	\$932,136	\$33,866,624	\$0	\$47	\$12,271	\$0	\$12,318
26	\$3,630,860	\$3,246,330	\$27,312,335	\$0	\$10,349,734	\$1,756,941	\$46,296,199	\$0	\$48	\$12,516	\$0	\$12,564
27	\$3,685,323	\$3,246,330	\$27,308,504	\$0	\$10,349,734	\$1,783,295	\$46,373,186	\$0	\$48	\$12,516	\$0	\$12,564
28	\$4,856,443	\$3,311,257	\$27,854,640	\$0	\$10,556,742	\$1,810,044	\$49,389,126	\$0	\$49	\$12,767	\$0	\$12,816
29	\$4,929,290	\$3,311,257	\$31,541,741	\$0	\$6,870,038	\$704,617	\$47,356,944	\$0	\$49	\$12,767	\$0	\$12,816
30	\$5,003,229	\$3,377,482	\$32,172,043	\$0	\$7,007,450	\$715,186	\$49,275,391	\$0	\$50	\$13,022	\$0	\$13,072
31	\$5,078,278	\$3,377,482	\$32,172,043	\$0	\$7,007,450	\$725,914	\$49,361,167	\$0	\$50	\$13,022	\$0	\$13,072
32	\$5,891,255	\$3,448,008	\$39,543,617	\$0	\$244,019	\$0	\$49,123,899	\$0	\$51	\$13,282	\$0	\$13,333
Total	\$78,998,304	\$74,448,106	\$480,608,998	\$0	\$57,467,144	\$8,428,134	\$700,000,686	\$0	\$1,396	\$364,298	\$0	\$365,694

* Replacement tax and blind pension fund portion of real estate taxes, both of which are exempt from SRD. The following sheets set forth the portion of Replacement Tax estimated to be distributed to each taxing district. None of the blind pension fund revenue is distributed to the taxing district.

The factors previously shown within this report combine to create economic liability or an economic underutilization. Supporting this opinion is the potential trend of a general decline in property within the Redevelopment Area without investment. As indicated previously in this document, current valuation of the parcel was done in 2020 by the Clay County Assessor's Office, and shows an appraised and assessed value of \$960,500 and \$165,420, respectively.

It should also be noted that the benefit from this project is significant and if not pursued could also lend to a continued economic underutilization or liability for the Redevelopment Area. As previously stated, benefits from this development can promote new investment within the Redevelopment Area and can increase economic utilization and generate significantly increased tax revenue and jobs, and remediate many of the conditions which may burden the area.

Again, as previously stated, Cost-Benefit-Analysis submitted as part of this Plan, it is projected that the benefits of proposed project greatly outweigh the option of not utilizing them. Over the course of the benefit period (32-yr term), total tax benefits without any improvement to the subject property are projected to generate approximately \$364,298 to local taxing jurisdictions. That equates to approximately \$11,384 per year on average.

Conversely, projected benefits with redevelopment utilizing the estimated total impact to taxing jurisdictions of \$480,658,998 total benefit over the term of the Plan (32-yr). That figure equates to an annual impact of \$15,020,594 to local taxing jurisdictions.

Note the above figures do not include employment based on construction of improvements within the Redevelopment Area or on-going employment as the result of improvements within the Redevelopment Area.

Section VI

Conclusion

The preceding analysis indicates that the Redevelopment Area contains a total lack of improvements which do not permit the area to be utilized to its full potential. Without improvements, it could be expected that the current trend of a decline in valuation would occur and potentially continue the negative effect the taxable revenue of the area.

The preceding analysis indicates that the Redevelopment Area suffers from two primary unfavorable factors – conditions which constitute an economic liability. This is the primary test as delineated in RSMo. Section 99.805 (1) and summarized below.

Benefits from Special Benefit Districts can promote new investment within the Redevelopment Area and can increase economic utilization and generate significantly increased tax revenue and jobs, and remediate many of the conditions which may burden the area. This analysis clearly shows that the Redevelopment Area is an economic liability to the City and local taxing jurisdictions due to its inability pay taxes at a higher rate, based on the highest and best use of the property. If development occurs through the use of public incentives (example: tax abatement and/or special assessments), a substantial gain in revenue to the local taxing jurisdictions is expected to occur. The current lack of revenue from such a large parcel substantially impairs development and growth of the area and potentially the municipality overall.

As a result of the factors discussed above, we have determined that according to RSMo. Section 99.805 (5), the Redevelopment Area as a whole meets the definition of a “Economic Development Area” and suffers from a lack of site improvements. Additionally this factor has led to conditions which have become an economic liability.

Exhibit A: Ownership Information (Courtesy Clay County Assessor).

Table 13 - Montage Redevelopment Area Ownership.

Ownership**Montage**

#	County Parcel #	Address	Owner	Acres
1	10916000100100	2280 N. Church Road	Sieker William H & D Louise Trust 2280 N. Church Rd. Liberty, MO 64068	149.33
2	11703000100100	I-35	Hallmark Cards, Inc. PO Box 419479 Kansas City, MO 64141	197.88
3	11701000100300	3300 N. Lightburne St.	Hallmark Cards, Inc. PO Box 419479 Kansas City, MO 64141	302.85
4	11702000100200	N. Lightburne St.	Hallmark Cards, Inc. PO Box 419479 Kansas City, MO 64141	43.79

Total Acreage: 693.85
Total Square Feet: 30,224,106
Total Parcels: 4

Table 14 - Montage Redevelopment Area Legal Descriptions.

Legal Description		Montage		
#	County Parcel #	Address	Owner	Legal Description
1	10916000100100	2280 N. Church Road	Sieker William H & D Louise Trust 2280 N. Church Rd. Liberty, MO 64068	BEG SW COR NE 1/4, N TO SL NE 104TH ST, E TO WL N CHURCH RD, ALNG ROW S1840 W548.42 SW147.5 S439.67 E652.75 TO WL A HWY, S217 W TO POB
2	11703000100100	I-35	Hallmark Cards, Inc. PO Box 419479 Kansas City, MO 64141	THAT PT NW 1/4 SEC 31 LYING NW OF I-35 & E OF STATE HWY A EXC PT DEEDED TO LIBERTY SCHOOL DISTRICT
3	11701000100300	3300 N. Lightburne St.	Hallmark Cards, Inc. PO Box 419479 Kansas City, MO 64141	S1/2 SEC & E1/2 NE 1/4 SEC EXC ROW & EXC PT DEEDED TO LIBERTY SCHOOL DISTRICT
4	11702000100200	N. Lightburne St.	Hallmark Cards, Inc. PO Box 419479 Kansas City, MO 64141	BEG 20'E & 25'S OF NW COR SEC, S2180, SE290, NELY2500, W1350 TO POB

Exhibit B: Property Inspection Sheet

Property / Facility Inspection Form					Tract 1	
Date:			12/18/20		Inspector:	
City:			Liberty, MO		Project/Survey Area:	
Address:			2280 N. Church Rd.		Parcel Number:	
Building Use:			N/A		Building Material:	
Is Property improved:			Yes	X	No	Property Size:
Basement:			Yes	X	No	# of Stories:
						

Inspection Notes: Property parcel composed of agriculture uses. No development has occurred. Total lack of infrastructure present including streets, roads, curbs, gutters, sidewalks, utilities (i.e. electricity, gas, sewer, water sanitary sewer, etc). Topography can be extreme in certain locations rising or falling approximately 25'.

Property / Facility Inspection Form					Tract 2	
Date:			12/18/20		Inspector:	
City:			Liberty, MO		Project/Survey Area:	
Address:			No Address assigned, I-35		Parcel Number:	
Building Use:			N/A		Building Material:	
Is Property improved:			Yes	X	No	Property Size:
Basement:			Yes	X	No	# of Stories:
						

Inspection Notes: Property parcel composed of agriculture uses. No development has occurred. Total lack of infrastructure present including streets, roads, curbs, gutters, sidewalks, utilities (i.e. electricity, gas, sewer, water sanitary sewer, etc). Topography can be extreme in certain locations rising or falling approximately 50'.

Property / Facility Inspection Form					Tract 3	
Date: 12/18/20			Inspector: JPotter			
City: Liberty, MO			Project/Survey Area: Montage Tax Increment Financing Plan			
Address: 3300 N. Lightburne St.			Parcel Number: 11701000100300			
Building Use: N/A			Building Material: N/A			
Is Property improved:	Yes	X	No	Property Size: 302.85 acres		
Basement:	Yes	X	No	# of Stories: 0		
						

Inspection Notes: Property parcel composed of agriculture uses. No development has occurred. Total lack of infrastructure present including streets, roads, curbs, gutters, sidewalks, utilities (i.e. electricity, gas, sewer, water sanitary sewer, etc). Topography can be extreme in certain locations rising or falling approximately 75'.

Property / Facility Inspection Form					Tract 4	
Date: 12/18/20			Inspector: JPotter			
City: Liberty, MO			Project/Survey Area: Montage Tax Increment Financing Plan			
Address: No Address Assigned: N. Lightburne St.			Parcel Number: 11702000100200			
Building Use: N/A			Building Material: N/A			
Is Property improved:	☐	Yes	☒	No	Property Size: 43.79 acres	
Basement:	☐	Yes	☒	No	# of Stories: 0	
						

Inspection Notes: Property parcel composed of agriculture uses. No development has occurred. Total lack of infrastructure present including streets, roads, curbs, gutters, sidewalks, utilities (i.e. electricity, gas, sewer, water sanitary sewer, etc). Topography can be extreme in certain locations rising or falling approximately 25'.

Exhibit C: Supplemental Photo Log

The following supplemental photograph log (not included in report) presents a review of the property within the proposed Redevelopment Area. Photos include images of property condition, infrastructure condition, and surrounding adjacent property. All photos were taken by Development Initiatives staff. Since site inspection the Redevelopment Area has not changed.



Photo 1 - Typical view of the Redevelopment Area. View of the central portion of the proposed Redevelopment Area, just east of NE 104th Street. View looking southeast.



Photo 2 – View of the dead-end at northern portion of NE 104th Street just north of the Eagle Drive intersection. Road and pedestrian infrastructure abruptly ends at this location. Photo looking north.



Photo 5 – Gas pipeline relief valve located just south of the north central portion of the proposed Redevelopment Area. Immediately adjacent to the right of this location the gas line moves north through the Redevelopment Area. Photo looking west.



Photo 6 – Gas pipeline continuation north through Redevelopment Area. Photo looking north.



Photo 7 – View east along the boundary of the Redevelopment Area and school property.
Photo looking west.



Photo 9 – Typical view of the proposed Redevelopment Area (to left). NE 104th Street right-of-way to right in picture. Photo looking south.



Photo 10 – Same location as Photo 9. Typical view of the proposed Redevelopment Area (to right).
Photo looking north.



Photo 11 – View west across NE 104th Street towards Liberty North High School. Photo looking west.



Photo 12 – Typical view of the proposed Redevelopment Area (to right). Photo looking south.



Photo 13 – View east along NE 112th Street. NE 112th Street is the northern border of the Redevelopment Area at this location. Additionally, NE 112th Street has numerous locations with very limited sightlines and vehicular turning points.



Photo 14 – A new single-family housing development, *The Villas at Prairie Field*. Located at the northeast corner of the intersection of NE 112th Street and Plattsburg Road. This development is located immediately northeast of the Redevelopment Area.



Photo 15 – View west along NE 112th Street, east of Plattsburg Road. The *Villas at Prairie Fields* development to the right. The subject Redevelopment Area is located to the left in the photo.



Photo 16 – View north along Plattsburg Road. Note limited sightlines and vehicular turning points.



Photo 18 – View east along NE 104th Street. Photo taken from the City Limit boundary of Liberty and Kansas City, Missouri. Note improved infrastructure until the Liberty City Limits. Proposed Redevelopment Area to the right.

Exhibit D: Cost Benefit Analysis Data

Table 15 - Special Reimbursement District Estimated Revenue: Total Revenue.

Year	With Development							Without Development				
	Sales Tax	SRD Exempt Taxes ¹	Non-SRD Real Property Tax	Personal Property Tax	SRD PILOT Surplus	SRD EATs Surplus	Total	Sales Tax	SRD Exempt Taxes ¹	Non-SRD Real Property Tax	Personal Property Tax	Total
1	\$0	\$0	\$9,676	\$0	\$0	\$0	\$9,676	\$0	\$37	\$9,676	\$0	\$9,713
2	\$165,386	\$229,154	\$230,489	\$0	\$0	\$0	\$625,029	\$0	\$38	\$9,869	\$0	\$9,907
3	\$335,696	\$614,302	\$1,265,870	\$0	\$0	\$0	\$2,115,868	\$0	\$38	\$9,869	\$0	\$9,907
4	\$383,300	\$551,336	\$2,391,525	\$0	\$0	\$0	\$3,326,161	\$0	\$39	\$10,066	\$0	\$10,105
5	\$432,229	\$666,194	\$3,990,218	\$0	\$0	\$0	\$5,088,642	\$0	\$39	\$10,066	\$0	\$10,105
6	\$482,503	\$959,902	\$4,974,819	\$0	\$0	\$0	\$6,417,224	\$0	\$39	\$10,268	\$0	\$10,307
7	\$838,966	\$1,229,888	\$5,565,201	\$0	\$0	\$0	\$7,624,055	\$0	\$39	\$10,268	\$0	\$10,307
8	\$1,377,004	\$1,419,167	\$6,440,588	\$0	\$0	\$0	\$9,236,760	\$0	\$40	\$10,473	\$0	\$10,513
9	\$1,643,293	\$1,535,420	\$7,247,947	\$0	\$0	\$0	\$10,426,660	\$0	\$40	\$10,473	\$0	\$10,513
10	\$1,667,943	\$1,568,650	\$8,022,301	\$0	\$0	\$0	\$11,258,894	\$0	\$41	\$10,683	\$0	\$10,724
11	\$1,850,472	\$1,888,158	\$9,079,879	\$0	\$0	\$0	\$12,918,509	\$0	\$41	\$10,683	\$0	\$10,724
12	\$2,038,455	\$2,151,973	\$10,221,518	\$0	\$0	\$0	\$14,411,946	\$0	\$42	\$10,896	\$0	\$10,938
13	\$2,231,295	\$2,459,178	\$11,192,671	\$0	\$0	\$0	\$15,883,144	\$0	\$42	\$10,896	\$0	\$10,938
14	\$2,429,742	\$2,633,146	\$12,594,880	\$0	\$0	\$0	\$17,657,768	\$0	\$43	\$11,114	\$0	\$11,157
15	\$2,466,189	\$2,765,251	\$13,137,202	\$0	\$0	\$0	\$18,358,642	\$0	\$43	\$11,114	\$0	\$11,157
16	\$2,503,181	\$2,812,965	\$14,065,170	\$0	\$0	\$0	\$19,381,317	\$0	\$43	\$11,336	\$0	\$11,380
17	\$2,540,729	\$2,937,408	\$14,566,285	\$0	\$0	\$0	\$20,044,423	\$0	\$43	\$11,336	\$0	\$11,380
18	\$2,578,840	\$2,997,989	\$15,287,808	\$0	\$0	\$0	\$20,864,637	\$0	\$44	\$11,563	\$0	\$11,607
19	\$2,617,523	\$2,998,804	\$15,492,352	\$0	\$0	\$0	\$21,108,679	\$0	\$44	\$11,563	\$0	\$11,607
20	\$2,656,796	\$3,059,089	\$15,882,815	\$0	\$0	\$0	\$21,598,690	\$0	\$45	\$11,794	\$0	\$11,840
21	\$2,696,637	\$3,059,089	\$15,882,815	\$0	\$0	\$0	\$21,638,541	\$0	\$45	\$11,794	\$0	\$11,840
22	\$2,737,087	\$3,120,271	\$16,200,352	\$0	\$0	\$0	\$22,057,710	\$0	\$46	\$12,030	\$0	\$12,076
23	\$2,778,143	\$3,120,271	\$16,200,352	\$0	\$0	\$0	\$22,098,767	\$0	\$46	\$12,030	\$0	\$12,076
24	\$3,212,022	\$3,182,677	\$21,411,710	\$0	\$0	\$0	\$27,806,409	\$0	\$47	\$12,271	\$0	\$12,318
25	\$3,260,202	\$3,182,677	\$21,409,631	\$0	\$8,081,978	\$932,136	\$33,866,624	\$0	\$47	\$12,271	\$0	\$12,318
26	\$3,630,860	\$3,246,330	\$27,312,335	\$0	\$10,349,734	\$1,766,941	\$46,296,199	\$0	\$48	\$12,516	\$0	\$12,564
27	\$3,685,323	\$3,246,330	\$27,308,504	\$0	\$10,349,734	\$1,783,295	\$46,373,186	\$0	\$48	\$12,516	\$0	\$12,564
28	\$4,856,443	\$3,311,257	\$27,854,640	\$0	\$10,656,742	\$1,810,044	\$48,389,126	\$0	\$49	\$12,767	\$0	\$12,816
29	\$4,929,290	\$3,311,257	\$31,541,741	\$0	\$6,870,038	\$704,617	\$47,356,944	\$0	\$49	\$12,767	\$0	\$12,816
30	\$5,003,229	\$3,377,482	\$32,172,043	\$0	\$7,007,450	\$715,186	\$48,275,391	\$0	\$50	\$13,022	\$0	\$13,072
31	\$5,078,278	\$3,377,482	\$32,172,043	\$0	\$7,007,450	\$725,914	\$48,361,167	\$0	\$50	\$13,022	\$0	\$13,072
32	\$5,891,255	\$3,445,008	\$39,543,617	\$0	\$244,019	\$0	\$49,123,899	\$0	\$51	\$13,282	\$0	\$13,333
Total	\$78,998,304	\$74,448,106	\$480,658,998	\$0	\$57,467,144	\$8,428,134	\$700,000,686	\$0	\$1,396	\$364,298	\$0	\$365,694

¹ Replacement tax and blind pension fund portion of real estate taxes, both of which are exempt from SRD. The following sheets set forth the portion of Replacement Tax estimated to be distributed to each taxing district. None of the blind pension fund revenue is distributed to the taxing district.

Table 16 - Special Reimbursement District Estimated Revenue: City of Liberty.

Year	With Development							Without Development				
	Sales Tax	SRD Exempt Taxes	Non-SRD Real Property Tax	Personal Property Tax	SRD PILOT Surplus	SRD EATS Surplus	Total	Sales Tax	SRD Exempt Taxes	Non-SRD Real Property Tax	Personal Property Tax	Total
1	\$0	\$0	\$985	\$0	\$0	\$0	\$985	\$0	\$4	\$985	\$0	\$989
2	\$120,887	\$22,789	\$23,456	\$0	\$0	\$0	\$166,932	\$0	\$4	\$1,004	\$0	\$1,008
3	\$244,968	\$50,729	\$128,823	\$0	\$0	\$0	\$424,519	\$0	\$4	\$1,004	\$0	\$1,008
4	\$279,706	\$53,842	\$243,377	\$0	\$0	\$0	\$576,924	\$0	\$4	\$1,024	\$0	\$1,028
5	\$315,411	\$64,893	\$406,070	\$0	\$0	\$0	\$786,373	\$0	\$4	\$1,024	\$0	\$1,028
6	\$352,097	\$93,526	\$506,289	\$0	\$0	\$0	\$951,893	\$0	\$4	\$1,045	\$0	\$1,049
7	\$012,218	\$120,086	\$565,333	\$0	\$0	\$0	\$1,297,637	\$0	\$4	\$1,045	\$0	\$1,049
8	\$1,004,841	\$135,489	\$665,436	\$0	\$0	\$0	\$1,785,745	\$0	\$4	\$1,066	\$0	\$1,070
9	\$1,199,180	\$149,758	\$737,597	\$0	\$0	\$0	\$2,086,535	\$0	\$4	\$1,066	\$0	\$1,070
10	\$1,217,147	\$152,753	\$816,400	\$0	\$0	\$0	\$2,186,301	\$0	\$4	\$1,087	\$0	\$1,091
11	\$1,350,344	\$193,963	\$924,026	\$0	\$0	\$0	\$2,468,334	\$0	\$4	\$1,087	\$0	\$1,091
12	\$1,487,521	\$209,587	\$1,040,207	\$0	\$0	\$0	\$2,737,315	\$0	\$4	\$1,109	\$0	\$1,113
13	\$1,628,242	\$239,877	\$1,139,037	\$0	\$0	\$0	\$3,007,157	\$0	\$4	\$1,109	\$0	\$1,113
14	\$1,773,055	\$256,655	\$1,281,735	\$0	\$0	\$0	\$3,311,445	\$0	\$4	\$1,131	\$0	\$1,135
15	\$1,799,651	\$260,635	\$1,336,925	\$0	\$0	\$0	\$3,405,211	\$0	\$4	\$1,131	\$0	\$1,135
16	\$1,826,646	\$274,007	\$1,431,361	\$0	\$0	\$0	\$3,532,014	\$0	\$4	\$1,154	\$0	\$1,158
17	\$1,854,046	\$286,227	\$1,482,358	\$0	\$0	\$0	\$3,622,630	\$0	\$4	\$1,154	\$0	\$1,158
18	\$1,881,850	\$291,951	\$1,525,784	\$0	\$0	\$0	\$3,729,582	\$0	\$5	\$1,177	\$0	\$1,181
19	\$1,910,084	\$291,951	\$1,576,600	\$0	\$0	\$0	\$3,778,635	\$0	\$5	\$1,177	\$0	\$1,181
20	\$1,938,735	\$297,190	\$1,616,336	\$0	\$0	\$0	\$3,852,862	\$0	\$5	\$1,200	\$0	\$1,205
21	\$1,967,816	\$297,190	\$1,616,336	\$0	\$0	\$0	\$3,881,943	\$0	\$5	\$1,200	\$0	\$1,205
22	\$1,997,334	\$303,746	\$1,648,651	\$0	\$0	\$0	\$3,949,730	\$0	\$5	\$1,224	\$0	\$1,229
23	\$2,027,294	\$303,746	\$1,648,651	\$0	\$0	\$0	\$3,979,690	\$0	\$5	\$1,224	\$0	\$1,229
24	\$2,343,968	\$309,921	\$2,178,992	\$0	\$0	\$0	\$4,832,721	\$0	\$5	\$1,249	\$0	\$1,254
25	\$2,379,067	\$309,921	\$2,179,790	\$0	\$517,174	\$880,208	\$6,065,049	\$0	\$5	\$1,249	\$0	\$1,254
26	\$2,649,547	\$316,017	\$2,770,477	\$0	\$1,053,255	\$1,282,092	\$8,090,387	\$0	\$5	\$1,274	\$0	\$1,279
27	\$2,699,290	\$318,017	\$2,779,887	\$0	\$1,053,255	\$1,301,323	\$8,136,972	\$0	\$5	\$1,274	\$0	\$1,279
28	\$3,543,891	\$322,338	\$7,634,665	\$0	\$1,074,321	\$1,320,843	\$9,096,058	\$0	\$5	\$1,299	\$0	\$1,304
29	\$3,587,050	\$322,338	\$3,208,888	\$0	\$809,139	\$514,180	\$8,342,594	\$0	\$5	\$1,299	\$0	\$1,304
30	\$3,651,005	\$328,784	\$3,274,031	\$0	\$713,123	\$529,721	\$8,488,337	\$0	\$5	\$1,325	\$0	\$1,330
31	\$3,705,770	\$328,784	\$3,274,031	\$0	\$713,123	\$529,721	\$8,551,430	\$0	\$5	\$1,325	\$0	\$1,330
32	\$4,299,024	\$335,360	\$4,024,210	\$0	\$24,833	\$0	\$8,683,427	\$0	\$5	\$1,352	\$0	\$1,357
Total	\$57,647,411	\$7,251,853	\$48,914,912	\$0	\$5,848,222	\$6,150,260	\$125,812,658	\$0	\$142	\$37,073	\$0	\$37,215

Table 17 - Special Reimbursement District Estimated Revenue: County.

Year	With Development							Without Development				
	Sales Tax	SRD Exempt Taxes	Non-SRD Real Property Tax	Personal Property Tax	SRD PLDIT Surplus	SRD EXRT Surplus	Total	Sales Tax	SRD Exempt Taxes	Non-SRD Real Property Tax	Personal Property Tax	Total
1	\$0	\$0	\$181	\$0	\$0	\$0	\$181	\$0	\$1	\$181	\$0	\$181
2	\$40,229	\$4,181	\$4,354	\$0	\$0	\$0	\$48,714	\$0	\$1	\$184	\$0	\$185
3	\$81,656	\$9,308	\$28,837	\$0	\$0	\$0	\$114,801	\$0	\$1	\$184	\$0	\$185
4	\$33,235	\$9,879	\$44,656	\$0	\$0	\$0	\$147,770	\$0	\$1	\$185	\$0	\$189
5	\$105,137	\$11,870	\$74,567	\$0	\$0	\$0	\$191,514	\$0	\$1	\$188	\$0	\$189
6	\$117,866	\$17,181	\$92,892	\$0	\$0	\$0	\$227,419	\$0	\$1	\$192	\$0	\$192
7	\$204,073	\$22,034	\$103,739	\$0	\$0	\$0	\$329,836	\$0	\$1	\$192	\$0	\$192
8	\$334,947	\$25,407	\$120,262	\$0	\$0	\$0	\$480,616	\$0	\$1	\$196	\$0	\$196
9	\$399,720	\$27,478	\$135,337	\$0	\$0	\$0	\$562,535	\$0	\$1	\$196	\$0	\$196
10	\$405,716	\$28,028	\$143,796	\$0	\$0	\$0	\$583,540	\$0	\$1	\$199	\$0	\$200
11	\$450,115	\$35,598	\$169,544	\$0	\$0	\$0	\$655,248	\$0	\$1	\$199	\$0	\$200
12	\$495,640	\$38,456	\$190,861	\$0	\$0	\$0	\$725,158	\$0	\$1	\$203	\$0	\$204
13	\$542,747	\$44,014	\$205,995	\$0	\$0	\$0	\$792,756	\$0	\$1	\$203	\$0	\$204
14	\$591,018	\$47,092	\$235,179	\$0	\$0	\$0	\$873,288	\$0	\$1	\$208	\$0	\$208
15	\$599,884	\$49,290	\$245,304	\$0	\$0	\$0	\$894,478	\$0	\$1	\$208	\$0	\$208
16	\$608,882	\$50,276	\$262,632	\$0	\$0	\$0	\$921,790	\$0	\$1	\$212	\$0	\$212
17	\$616,015	\$52,518	\$271,669	\$0	\$0	\$0	\$942,522	\$0	\$1	\$212	\$0	\$212
18	\$627,285	\$53,588	\$285,461	\$0	\$0	\$0	\$966,315	\$0	\$1	\$216	\$0	\$217
19	\$636,685	\$55,688	\$282,281	\$0	\$0	\$0	\$974,594	\$0	\$1	\$216	\$0	\$217
20	\$640,385	\$54,840	\$296,571	\$0	\$0	\$0	\$997,457	\$0	\$1	\$220	\$0	\$221
21	\$652,939	\$54,640	\$296,572	\$0	\$0	\$0	\$1,007,150	\$0	\$1	\$220	\$0	\$221
22	\$666,773	\$55,733	\$302,501	\$0	\$0	\$0	\$1,024,011	\$0	\$1	\$225	\$0	\$225
23	\$676,785	\$55,733	\$302,501	\$0	\$0	\$0	\$1,033,998	\$0	\$1	\$225	\$0	\$225
24	\$751,803	\$56,847	\$399,810	\$0	\$0	\$0	\$1,197,960	\$0	\$1	\$229	\$0	\$230
25	\$753,022	\$56,847	\$399,771	\$0	\$94,883	\$236,736	\$1,571,270	\$0	\$1	\$229	\$0	\$230
26	\$853,182	\$57,964	\$509,989	\$0	\$193,255	\$427,364	\$2,071,775	\$0	\$1	\$234	\$0	\$235
27	\$896,430	\$57,964	\$509,918	\$0	\$193,255	\$433,774	\$2,091,362	\$0	\$1	\$234	\$0	\$235
28	\$1,181,297	\$59,144	\$620,116	\$0	\$197,121	\$440,281	\$2,397,958	\$0	\$1	\$238	\$0	\$239
29	\$1,199,017	\$59,144	\$685,963	\$0	\$128,281	\$171,383	\$2,146,797	\$0	\$1	\$238	\$0	\$239
30	\$1,217,002	\$60,327	\$600,732	\$0	\$139,847	\$172,964	\$2,182,871	\$0	\$1	\$243	\$0	\$244
31	\$1,235,257	\$60,327	\$600,732	\$0	\$139,847	\$176,574	\$2,203,736	\$0	\$1	\$243	\$0	\$244
32	\$1,433,008	\$61,533	\$738,378	\$0	\$4,596	\$0	\$2,237,475	\$0	\$1	\$248	\$0	\$249
Total	\$19,215,804	\$1,330,598	\$8,975,101	\$0	\$1,073,095	\$2,050,087	\$37,644,644	\$0	\$25	\$6,802	\$0	\$6,828

Table 18 - Special Reimbursement District Estimated Revenue: Hospital.

Year	With Development					Without Development			
	SRD Exempt Taxes	Non-SRD Real Property Tax	Personal Property Tax	SRD PILOT Surplus	Total	SRD Exempt Taxes	Non-SRD Real Property Taxes	Personal Property Tax	Total
1	\$0	\$167	\$0	\$0	\$167	\$1	\$167	\$0	\$168
2	\$3,867	\$3,980	\$0	\$0	\$7,847	\$1	\$170	\$0	\$171
3	\$8,608	\$21,859	\$0	\$0	\$30,466	\$1	\$170	\$0	\$171
4	\$9,136	\$41,296	\$0	\$0	\$50,432	\$1	\$174	\$0	\$174
5	\$10,977	\$68,901	\$0	\$0	\$79,878	\$1	\$174	\$0	\$174
6	\$15,869	\$85,903	\$0	\$0	\$101,773	\$1	\$177	\$0	\$178
7	\$20,376	\$95,925	\$0	\$0	\$116,301	\$1	\$177	\$0	\$178
8	\$23,495	\$111,213	\$0	\$0	\$134,709	\$1	\$181	\$0	\$182
9	\$25,411	\$125,155	\$0	\$0	\$150,566	\$1	\$181	\$0	\$182
10	\$25,919	\$138,526	\$0	\$0	\$164,445	\$1	\$184	\$0	\$185
11	\$32,911	\$156,788	\$0	\$0	\$189,699	\$1	\$184	\$0	\$185
12	\$35,563	\$176,501	\$0	\$0	\$212,063	\$1	\$188	\$0	\$189
13	\$40,702	\$193,270	\$0	\$0	\$233,972	\$1	\$188	\$0	\$189
14	\$43,549	\$217,483	\$0	\$0	\$261,032	\$1	\$192	\$0	\$193
15	\$45,582	\$226,848	\$0	\$0	\$272,429	\$1	\$192	\$0	\$193
16	\$46,493	\$242,871	\$0	\$0	\$289,365	\$1	\$196	\$0	\$197
17	\$48,567	\$251,525	\$0	\$0	\$300,091	\$1	\$196	\$0	\$197
18	\$49,538	\$263,984	\$0	\$0	\$313,521	\$1	\$200	\$0	\$200
19	\$49,538	\$267,515	\$0	\$0	\$317,053	\$1	\$200	\$0	\$200
20	\$50,529	\$274,258	\$0	\$0	\$324,786	\$1	\$204	\$0	\$204
21	\$50,529	\$274,258	\$0	\$0	\$324,786	\$1	\$204	\$0	\$204
22	\$51,539	\$279,741	\$0	\$0	\$331,280	\$1	\$208	\$0	\$209
23	\$51,539	\$279,741	\$0	\$0	\$331,280	\$1	\$208	\$0	\$209
24	\$52,570	\$369,729	\$0	\$0	\$422,299	\$1	\$212	\$0	\$213
25	\$52,570	\$369,693	\$0	\$87,753	\$510,016	\$1	\$212	\$0	\$213
26	\$53,621	\$471,618	\$0	\$178,715	\$703,954	\$1	\$216	\$0	\$217
27	\$53,621	\$471,552	\$0	\$178,715	\$703,888	\$1	\$216	\$0	\$217
28	\$54,694	\$480,982	\$0	\$182,289	\$717,966	\$1	\$220	\$0	\$221
29	\$54,694	\$544,650	\$0	\$118,629	\$717,972	\$1	\$220	\$0	\$221
30	\$55,788	\$555,533	\$0	\$121,002	\$732,323	\$1	\$225	\$0	\$226
31	\$55,788	\$555,533	\$0	\$121,002	\$732,323	\$1	\$225	\$0	\$226
32	\$56,903	\$682,823	\$0	\$4,214	\$743,940	\$1	\$229	\$0	\$230
Total	\$1,230,485	\$8,299,819	\$0	\$992,319	\$10,522,623	\$24	\$6,291	\$0	\$6,315

Table 19 - Special Reimbursement District Estimated Revenue: Handicap.

Year	With Development					Without Development			
	SRD Exempt Taxes	Non-SRD Real Property Tax	Personal Property Tax	SRD PILOT Surplus	Total	SRD Exempt Taxes	Non-SRD Real Property Tax	Personal Property Tax	Total
1	\$0	\$127	\$0	\$0	\$127	\$0	\$127	\$0	\$128
2	\$2,940	\$3,028	\$0	\$0	\$5,968	\$0	\$130	\$0	\$130
3	\$6,545	\$16,620	\$0	\$0	\$23,165	\$0	\$130	\$0	\$130
4	\$6,946	\$31,400	\$0	\$0	\$38,346	\$1	\$132	\$0	\$133
5	\$8,346	\$52,390	\$0	\$0	\$60,736	\$1	\$132	\$0	\$133
6	\$12,066	\$65,317	\$0	\$0	\$77,383	\$1	\$135	\$0	\$135
7	\$15,493	\$72,937	\$0	\$0	\$88,430	\$1	\$135	\$0	\$136
8	\$17,965	\$84,562	\$0	\$0	\$102,428	\$1	\$138	\$0	\$139
9	\$19,321	\$95,162	\$0	\$0	\$114,483	\$1	\$138	\$0	\$139
10	\$19,708	\$105,329	\$0	\$0	\$125,038	\$1	\$140	\$0	\$141
11	\$25,024	\$119,214	\$0	\$0	\$144,238	\$1	\$140	\$0	\$141
12	\$27,040	\$134,203	\$0	\$0	\$161,244	\$1	\$143	\$0	\$144
13	\$30,948	\$146,954	\$0	\$0	\$177,902	\$1	\$143	\$0	\$144
14	\$33,113	\$165,364	\$0	\$0	\$198,477	\$1	\$146	\$0	\$146
15	\$34,658	\$172,485	\$0	\$0	\$207,143	\$1	\$146	\$0	\$148
16	\$35,351	\$184,889	\$0	\$0	\$220,240	\$1	\$149	\$0	\$149
17	\$36,928	\$191,248	\$0	\$0	\$228,176	\$1	\$149	\$0	\$149
18	\$37,668	\$200,721	\$0	\$0	\$238,389	\$1	\$152	\$0	\$152
19	\$37,666	\$203,407	\$0	\$0	\$241,073	\$1	\$152	\$0	\$152
20	\$38,420	\$208,533	\$0	\$0	\$246,953	\$1	\$155	\$0	\$155
21	\$38,420	\$208,533	\$0	\$0	\$246,953	\$1	\$155	\$0	\$155
22	\$39,188	\$212,702	\$0	\$0	\$251,891	\$1	\$158	\$0	\$159
23	\$39,188	\$212,702	\$0	\$0	\$251,891	\$1	\$158	\$0	\$159
24	\$39,072	\$281,125	\$0	\$0	\$321,007	\$1	\$161	\$0	\$162
25	\$39,072	\$281,098	\$0	\$68,724	\$387,793	\$1	\$161	\$0	\$162
26	\$40,771	\$358,597	\$0	\$135,887	\$535,255	\$1	\$164	\$0	\$165
27	\$40,771	\$358,547	\$0	\$135,887	\$535,205	\$1	\$164	\$0	\$165
28	\$41,587	\$365,717	\$0	\$138,605	\$545,909	\$1	\$168	\$0	\$168
29	\$41,587	\$414,127	\$0	\$80,200	\$545,914	\$1	\$168	\$0	\$168
30	\$42,418	\$422,403	\$0	\$92,004	\$556,825	\$1	\$171	\$0	\$172
31	\$42,418	\$422,403	\$0	\$92,004	\$556,825	\$1	\$171	\$0	\$172
32	\$43,267	\$519,188	\$0	\$3,204	\$565,659	\$1	\$174	\$0	\$175
Total	\$935,805	\$6,310,808	\$0	\$754,515	\$8,000,930	\$18	\$4,783	\$0	\$4,801

Table 20 - Special Reimbursement District Estimated Revenue: Library.

Year	With Development					Without Development			
	SRD Exempt Taxes	Non-SRD Real Property Tax	Personal Property Tax	SRD PILOT Surplus	Total	SRD Exempt Taxes	Non-SRD Real Property Tax	Personal Property Tax	Total
1	\$0	\$429	\$0	\$0	\$429	\$2	\$429	\$0	\$430
2	\$9,919	\$10,209	\$0	\$0	\$20,128	\$2	\$437	\$0	\$439
3	\$22,079	\$56,069	\$0	\$0	\$78,148	\$2	\$437	\$0	\$439
4	\$23,434	\$105,928	\$0	\$0	\$129,362	\$2	\$446	\$0	\$448
5	\$28,157	\$176,738	\$0	\$0	\$204,895	\$2	\$446	\$0	\$448
6	\$40,707	\$220,349	\$0	\$0	\$261,056	\$2	\$455	\$0	\$457
7	\$52,266	\$246,056	\$0	\$0	\$298,322	\$2	\$455	\$0	\$457
8	\$60,267	\$285,272	\$0	\$0	\$345,540	\$2	\$464	\$0	\$466
9	\$65,181	\$321,032	\$0	\$0	\$386,213	\$2	\$464	\$0	\$466
10	\$66,484	\$355,331	\$0	\$0	\$421,815	\$2	\$473	\$0	\$475
11	\$84,421	\$402,174	\$0	\$0	\$486,595	\$2	\$473	\$0	\$475
12	\$91,221	\$452,741	\$0	\$0	\$543,962	\$2	\$483	\$0	\$484
13	\$104,405	\$495,756	\$0	\$0	\$600,160	\$2	\$483	\$0	\$484
14	\$111,707	\$557,864	\$0	\$0	\$669,570	\$2	\$492	\$0	\$494
15	\$116,921	\$581,885	\$0	\$0	\$698,805	\$2	\$492	\$0	\$494
16	\$119,259	\$622,987	\$0	\$0	\$742,246	\$2	\$502	\$0	\$504
17	\$124,578	\$645,183	\$0	\$0	\$769,760	\$2	\$502	\$0	\$504
18	\$127,069	\$677,141	\$0	\$0	\$804,210	\$2	\$512	\$0	\$514
19	\$127,069	\$686,201	\$0	\$0	\$813,270	\$2	\$512	\$0	\$514
20	\$129,610	\$703,496	\$0	\$0	\$833,106	\$2	\$522	\$0	\$524
21	\$129,610	\$703,496	\$0	\$0	\$833,106	\$2	\$522	\$0	\$524
22	\$132,203	\$717,560	\$0	\$0	\$849,763	\$2	\$533	\$0	\$535
23	\$132,203	\$717,560	\$0	\$0	\$849,763	\$2	\$533	\$0	\$535
24	\$134,847	\$948,386	\$0	\$0	\$1,083,233	\$2	\$544	\$0	\$546
25	\$134,847	\$948,294	\$0	\$225,095	\$1,308,237	\$2	\$544	\$0	\$546
26	\$137,544	\$1,209,742	\$0	\$458,420	\$1,805,705	\$2	\$554	\$0	\$557
27	\$137,544	\$1,209,572	\$0	\$458,420	\$1,805,536	\$2	\$554	\$0	\$557
28	\$140,295	\$1,233,762	\$0	\$467,589	\$1,841,645	\$2	\$565	\$0	\$568
29	\$140,295	\$1,397,075	\$0	\$304,294	\$1,841,663	\$2	\$565	\$0	\$568
30	\$143,100	\$1,424,993	\$0	\$310,380	\$1,878,473	\$2	\$577	\$0	\$579
31	\$143,100	\$1,424,993	\$0	\$310,380	\$1,878,473	\$2	\$577	\$0	\$579
32	\$145,962	\$1,751,501	\$0	\$10,808	\$1,908,272	\$2	\$588	\$0	\$591
Total	\$3,156,303	\$21,289,774	\$0	\$2,545,386	\$26,991,463	\$62	\$16,136	\$0	\$16,198

Table 21 - Special Reimbursement District Estimated Revenue: Health.

Year	With Development					Without Development			
	SRD Exempt Taxes	Non-SRD Real Property Tax	Personal Property Tax	SRD PILOT Surplus	Total	SRD Exempt Taxes	Non-SRD Real Property Tax	Personal Property Tax	Total
1	\$0	\$106	\$0	\$0	\$106	\$0	\$106	\$0	\$106
2	\$2,451	\$2,523	\$0	\$0	\$4,974	\$0	\$108	\$0	\$108
3	\$5,456	\$13,856	\$0	\$0	\$19,312	\$0	\$108	\$0	\$108
4	\$5,791	\$26,176	\$0	\$0	\$31,967	\$0	\$110	\$0	\$111
5	\$6,958	\$43,675	\$0	\$0	\$50,633	\$0	\$110	\$0	\$111
6	\$10,059	\$54,452	\$0	\$0	\$64,511	\$0	\$112	\$0	\$113
7	\$12,916	\$60,804	\$0	\$0	\$73,720	\$0	\$112	\$0	\$113
8	\$14,893	\$70,495	\$0	\$0	\$85,389	\$0	\$115	\$0	\$115
9	\$16,107	\$79,332	\$0	\$0	\$95,440	\$0	\$115	\$0	\$115
10	\$16,429	\$87,808	\$0	\$0	\$104,238	\$0	\$117	\$0	\$117
11	\$20,862	\$99,384	\$0	\$0	\$120,246	\$0	\$117	\$0	\$117
12	\$22,542	\$111,880	\$0	\$0	\$134,422	\$0	\$119	\$0	\$120
13	\$25,800	\$122,509	\$0	\$0	\$148,309	\$0	\$119	\$0	\$120
14	\$27,605	\$137,857	\$0	\$0	\$165,462	\$0	\$122	\$0	\$122
15	\$28,893	\$143,793	\$0	\$0	\$172,686	\$0	\$122	\$0	\$122
16	\$29,471	\$153,950	\$0	\$0	\$183,421	\$0	\$124	\$0	\$125
17	\$30,785	\$159,435	\$0	\$0	\$190,220	\$0	\$124	\$0	\$125
18	\$31,401	\$167,333	\$0	\$0	\$198,734	\$0	\$127	\$0	\$127
19	\$31,401	\$169,572	\$0	\$0	\$200,972	\$0	\$127	\$0	\$127
20	\$32,029	\$173,845	\$0	\$0	\$205,874	\$0	\$129	\$0	\$130
21	\$32,029	\$173,845	\$0	\$0	\$205,874	\$0	\$129	\$0	\$130
22	\$32,689	\$177,321	\$0	\$0	\$209,990	\$1	\$132	\$0	\$132
23	\$32,689	\$177,321	\$0	\$0	\$209,990	\$1	\$132	\$0	\$132
24	\$33,323	\$234,362	\$0	\$0	\$267,685	\$1	\$134	\$0	\$135
25	\$33,323	\$234,339	\$0	\$55,825	\$323,287	\$1	\$134	\$0	\$135
26	\$33,989	\$298,947	\$0	\$113,283	\$446,220	\$1	\$137	\$0	\$138
27	\$33,989	\$298,905	\$0	\$113,283	\$446,178	\$1	\$137	\$0	\$138
28	\$34,689	\$304,883	\$0	\$115,549	\$455,101	\$1	\$140	\$0	\$140
29	\$34,689	\$345,240	\$0	\$75,196	\$455,105	\$1	\$140	\$0	\$140
30	\$35,362	\$352,139	\$0	\$76,700	\$464,202	\$1	\$143	\$0	\$143
31	\$35,362	\$352,139	\$0	\$76,700	\$464,202	\$1	\$143	\$0	\$143
32	\$36,070	\$432,825	\$0	\$2,671	\$471,565	\$1	\$145	\$0	\$146
Total	\$779,975	\$5,261,054	\$0	\$629,007	\$6,670,036	\$15	\$3,987	\$0	\$4,003

Table 22 - Special Reimbursement District Estimated Revenue: School.

Year	With Development				Without Development				
	SRD Exempt Taxes	Non-SRD Real Property Tax	Personal Property Tax	SRD PILOT Surplus	Total	SRD Exempt Taxes	Non-SRD Real Property Tax	Personal Property Tax	Total
1	\$0	\$7,325	\$0	\$0	\$7,325	\$28	\$7,325	\$0	\$7,353
2	\$169,536	\$174,499	\$0	\$0	\$344,034	\$29	\$7,472	\$0	\$7,500
3	\$377,351	\$958,363	\$0	\$0	\$1,335,754	\$29	\$7,472	\$0	\$7,500
4	\$400,552	\$1,810,673	\$0	\$0	\$2,211,125	\$29	\$7,621	\$0	\$7,650
5	\$481,275	\$3,020,910	\$0	\$0	\$3,502,184	\$29	\$7,621	\$0	\$7,650
6	\$695,779	\$3,766,330	\$0	\$0	\$4,462,109	\$30	\$7,774	\$0	\$7,803
7	\$693,367	\$4,205,725	\$0	\$0	\$5,099,092	\$30	\$7,774	\$0	\$7,803
8	\$1,030,125	\$4,876,033	\$0	\$0	\$5,906,158	\$30	\$7,929	\$0	\$7,959
9	\$1,114,107	\$5,487,267	\$0	\$0	\$6,601,374	\$30	\$7,929	\$0	\$7,959
10	\$1,136,389	\$6,073,514	\$0	\$0	\$7,209,903	\$31	\$8,088	\$0	\$8,119
11	\$1,442,967	\$6,874,164	\$0	\$0	\$8,317,151	\$31	\$8,088	\$0	\$8,119
12	\$1,559,202	\$7,738,495	\$0	\$0	\$9,297,696	\$32	\$8,249	\$0	\$8,281
13	\$1,784,940	\$8,473,734	\$0	\$0	\$10,258,674	\$32	\$8,249	\$0	\$8,281
14	\$1,909,353	\$9,535,317	\$0	\$0	\$11,444,670	\$32	\$8,414	\$0	\$8,447
15	\$1,998,475	\$9,945,896	\$0	\$0	\$11,944,373	\$32	\$8,414	\$0	\$8,447
16	\$2,038,445	\$10,648,442	\$0	\$0	\$12,686,887	\$33	\$8,583	\$0	\$8,615
17	\$2,129,350	\$11,027,828	\$0	\$0	\$13,157,176	\$33	\$8,583	\$0	\$8,615
18	\$2,171,937	\$11,574,076	\$0	\$0	\$13,746,012	\$34	\$8,754	\$0	\$8,788
19	\$2,171,937	\$11,728,932	\$0	\$0	\$13,900,868	\$34	\$8,754	\$0	\$8,788
20	\$2,215,375	\$12,024,542	\$0	\$0	\$14,239,918	\$34	\$8,929	\$0	\$8,964
21	\$2,215,375	\$12,024,542	\$0	\$0	\$14,239,918	\$34	\$8,929	\$0	\$8,964
22	\$2,259,683	\$12,264,943	\$0	\$0	\$14,524,626	\$35	\$9,108	\$0	\$9,143
23	\$2,259,683	\$12,264,943	\$0	\$0	\$14,524,626	\$35	\$9,108	\$0	\$9,143
24	\$2,304,876	\$16,210,352	\$0	\$0	\$18,515,229	\$36	\$9,290	\$0	\$9,326
25	\$2,304,876	\$16,208,778	\$0	\$3,847,458	\$22,361,112	\$36	\$9,290	\$0	\$9,326
26	\$2,350,974	\$20,677,590	\$0	\$7,835,564	\$30,864,128	\$36	\$9,476	\$0	\$9,512
27	\$2,350,974	\$20,674,690	\$0	\$7,835,564	\$30,861,228	\$36	\$9,476	\$0	\$9,512
28	\$2,397,993	\$21,088,158	\$0	\$7,992,286	\$31,478,437	\$37	\$9,665	\$0	\$9,702
29	\$2,397,993	\$23,879,584	\$0	\$5,201,160	\$31,478,738	\$37	\$9,665	\$0	\$9,702
30	\$2,445,953	\$24,356,772	\$0	\$5,305,192	\$32,107,918	\$38	\$9,859	\$0	\$9,896
31	\$2,445,953	\$24,356,772	\$0	\$5,305,192	\$32,107,918	\$38	\$9,859	\$0	\$9,896
32	\$2,494,872	\$29,937,635	\$0	\$184,742	\$32,617,249	\$39	\$10,056	\$0	\$10,094
Total	\$53,949,306	\$363,896,745	\$0	\$43,507,157	\$461,353,209	\$1,057	\$275,802	\$0	\$276,859

Table 23 - Special Reimbursement District Estimated Revenue: KCJC.

Year	With Development					Without Development			
	SRD Exempt Taxes	Non-SRD Real Property Tax	Personal Property Tax	SRD PILOT Surplus	Total	SRD Exempt Taxes	Non-SRD Real Property Tax	Personal Property Tax	Total
1	\$0	\$251	\$0	\$0	\$251	\$1	\$251	\$0	\$252
2	\$5,800	\$5,970	\$0	\$0	\$11,770	\$1	\$256	\$0	\$257
3	\$12,911	\$32,788	\$0	\$0	\$45,699	\$1	\$256	\$0	\$257
4	\$13,704	\$61,944	\$0	\$0	\$75,648	\$1	\$261	\$0	\$262
5	\$16,465	\$103,352	\$0	\$0	\$119,818	\$1	\$261	\$0	\$262
6	\$23,804	\$128,855	\$0	\$0	\$152,659	\$1	\$266	\$0	\$267
7	\$30,564	\$143,887	\$0	\$0	\$174,451	\$1	\$266	\$0	\$267
8	\$35,243	\$166,820	\$0	\$0	\$202,063	\$1	\$271	\$0	\$272
9	\$38,116	\$187,732	\$0	\$0	\$225,848	\$1	\$271	\$0	\$272
10	\$38,878	\$207,789	\$0	\$0	\$246,667	\$1	\$277	\$0	\$278
11	\$49,367	\$235,181	\$0	\$0	\$284,549	\$1	\$277	\$0	\$278
12	\$53,344	\$264,751	\$0	\$0	\$318,095	\$1	\$282	\$0	\$283
13	\$61,053	\$289,908	\$0	\$0	\$350,969	\$1	\$282	\$0	\$283
14	\$65,323	\$326,225	\$0	\$0	\$391,548	\$1	\$288	\$0	\$289
15	\$68,372	\$340,272	\$0	\$0	\$408,644	\$1	\$288	\$0	\$289
16	\$69,740	\$364,307	\$0	\$0	\$434,047	\$1	\$294	\$0	\$295
17	\$72,850	\$377,287	\$0	\$0	\$450,137	\$1	\$294	\$0	\$295
18	\$74,307	\$395,975	\$0	\$0	\$470,282	\$1	\$300	\$0	\$301
19	\$74,307	\$401,273	\$0	\$0	\$475,580	\$1	\$300	\$0	\$301
20	\$75,793	\$411,387	\$0	\$0	\$487,180	\$1	\$305	\$0	\$307
21	\$75,793	\$411,387	\$0	\$0	\$487,180	\$1	\$305	\$0	\$307
22	\$77,309	\$419,611	\$0	\$0	\$496,920	\$1	\$312	\$0	\$313
23	\$77,309	\$419,611	\$0	\$0	\$496,920	\$1	\$312	\$0	\$313
24	\$78,855	\$554,593	\$0	\$0	\$633,448	\$1	\$318	\$0	\$319
25	\$78,855	\$554,539	\$0	\$131,630	\$765,024	\$1	\$318	\$0	\$319
26	\$80,432	\$707,427	\$0	\$268,072	\$1,055,931	\$1	\$324	\$0	\$325
27	\$80,432	\$707,328	\$0	\$268,072	\$1,055,832	\$1	\$324	\$0	\$325
28	\$82,041	\$721,473	\$0	\$273,434	\$1,076,948	\$1	\$331	\$0	\$332
29	\$82,041	\$816,974	\$0	\$177,943	\$1,076,959	\$1	\$331	\$0	\$332
30	\$83,882	\$833,300	\$0	\$181,503	\$1,098,484	\$1	\$337	\$0	\$339
31	\$83,882	\$833,300	\$0	\$181,503	\$1,098,484	\$1	\$337	\$0	\$339
32	\$85,355	\$1,024,234	\$0	\$6,320	\$1,115,910	\$1	\$344	\$0	\$345
Total	\$1,845,728	\$12,449,729	\$0	\$1,488,478	\$15,783,935	\$36	\$9,436	\$0	\$9,472

Table 24 - Special Reimbursement District Estimated Revenue: Mental Health.

Year	With Development					Without Development			
	SRD Exempt Taxes	Non-SRD Real Property Tax	Personal Property Tax	SRD PILOT Surplus	Total	SRD Exempt Taxes	Non-SRD Real Property Tax	Personal Property Tax	Total
1	\$0	\$106	\$0	\$0	\$106	\$0	\$106	\$0	\$106
2	\$2,451	\$2,523	\$0	\$0	\$4,974	\$0	\$108	\$0	\$108
3	\$5,456	\$13,856	\$0	\$0	\$19,312	\$0	\$108	\$0	\$108
4	\$5,791	\$28,176	\$0	\$0	\$33,967	\$0	\$110	\$0	\$111
5	\$6,958	\$43,675	\$0	\$0	\$50,633	\$0	\$110	\$0	\$111
6	\$10,059	\$54,452	\$0	\$0	\$64,511	\$0	\$112	\$0	\$113
7	\$12,916	\$60,804	\$0	\$0	\$73,720	\$0	\$112	\$0	\$113
8	\$14,893	\$70,495	\$0	\$0	\$85,389	\$0	\$115	\$0	\$115
9	\$16,107	\$79,332	\$0	\$0	\$95,440	\$0	\$115	\$0	\$115
10	\$16,429	\$87,808	\$0	\$0	\$104,238	\$0	\$117	\$0	\$117
11	\$20,862	\$99,384	\$0	\$0	\$120,246	\$0	\$117	\$0	\$117
12	\$22,542	\$111,880	\$0	\$0	\$134,422	\$0	\$119	\$0	\$120
13	\$25,800	\$122,509	\$0	\$0	\$148,309	\$0	\$119	\$0	\$120
14	\$27,605	\$137,857	\$0	\$0	\$165,462	\$0	\$122	\$0	\$122
15	\$28,893	\$143,793	\$0	\$0	\$172,686	\$0	\$122	\$0	\$122
16	\$29,471	\$153,950	\$0	\$0	\$183,421	\$0	\$124	\$0	\$125
17	\$30,785	\$159,435	\$0	\$0	\$190,220	\$0	\$124	\$0	\$125
18	\$31,401	\$167,333	\$0	\$0	\$198,734	\$0	\$127	\$0	\$127
19	\$31,401	\$169,572	\$0	\$0	\$200,972	\$0	\$127	\$0	\$127
20	\$32,029	\$173,845	\$0	\$0	\$205,874	\$0	\$129	\$0	\$130
21	\$32,029	\$173,845	\$0	\$0	\$205,874	\$0	\$129	\$0	\$130
22	\$32,669	\$177,321	\$0	\$0	\$209,990	\$1	\$132	\$0	\$132
23	\$32,669	\$177,321	\$0	\$0	\$209,990	\$1	\$132	\$0	\$132
24	\$33,323	\$234,362	\$0	\$0	\$267,685	\$1	\$134	\$0	\$135
25	\$33,323	\$234,339	\$0	\$55,625	\$323,287	\$1	\$134	\$0	\$135
26	\$33,989	\$298,947	\$0	\$113,283	\$446,220	\$1	\$137	\$0	\$138
27	\$33,989	\$298,905	\$0	\$113,283	\$446,178	\$1	\$137	\$0	\$138
28	\$34,669	\$304,883	\$0	\$115,549	\$455,101	\$1	\$140	\$0	\$140
29	\$34,669	\$345,240	\$0	\$75,196	\$455,105	\$1	\$140	\$0	\$140
30	\$35,362	\$352,139	\$0	\$76,700	\$464,202	\$1	\$143	\$0	\$143
31	\$35,362	\$352,139	\$0	\$76,700	\$464,202	\$1	\$143	\$0	\$143
32	\$36,070	\$432,825	\$0	\$2,671	\$471,565	\$1	\$145	\$0	\$146
Total	\$779,975	\$5,261,054	\$0	\$629,007	\$6,670,036	\$15	\$3,987	\$0	\$4,003

Table 25 - Special Reimbursement District Estimated Revenue: Zoo.

Year	With Development						Without Development				
	Salary Tax	SRD Exempt Taxes	SRD Red Property Tax	Personal Property Tax	SRD EATF Surplus	Total	Salary Tax	SRD Exempt Taxes	Non-SRD Red Property Tax	Personal Property Tax	Total
1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2	\$4,470	\$0	\$0	\$0	\$0	\$4,470	\$0	\$0	\$0	\$0	\$0
3	\$9,073	\$0	\$0	\$0	\$0	\$9,073	\$0	\$0	\$0	\$0	\$0
4	\$10,359	\$0	\$0	\$0	\$0	\$10,359	\$0	\$0	\$0	\$0	\$0
5	\$11,692	\$0	\$0	\$0	\$0	\$11,692	\$0	\$0	\$0	\$0	\$0
6	\$13,041	\$0	\$0	\$0	\$0	\$13,041	\$0	\$0	\$0	\$0	\$0
7	\$22,675	\$0	\$0	\$0	\$0	\$22,675	\$0	\$0	\$0	\$0	\$0
8	\$37,216	\$0	\$0	\$0	\$0	\$37,216	\$0	\$0	\$0	\$0	\$0
9	\$44,413	\$0	\$0	\$0	\$0	\$44,413	\$0	\$0	\$0	\$0	\$0
10	\$45,080	\$0	\$0	\$0	\$0	\$45,080	\$0	\$0	\$0	\$0	\$0
11	\$50,013	\$0	\$0	\$0	\$0	\$50,013	\$0	\$0	\$0	\$0	\$0
12	\$55,093	\$0	\$0	\$0	\$0	\$55,093	\$0	\$0	\$0	\$0	\$0
13	\$60,305	\$0	\$0	\$0	\$0	\$60,305	\$0	\$0	\$0	\$0	\$0
14	\$65,689	\$0	\$0	\$0	\$0	\$65,689	\$0	\$0	\$0	\$0	\$0
15	\$66,654	\$0	\$0	\$0	\$0	\$66,654	\$0	\$0	\$0	\$0	\$0
16	\$67,654	\$0	\$0	\$0	\$0	\$67,654	\$0	\$0	\$0	\$0	\$0
17	\$68,668	\$0	\$0	\$0	\$0	\$68,668	\$0	\$0	\$0	\$0	\$0
18	\$69,699	\$0	\$0	\$0	\$0	\$69,699	\$0	\$0	\$0	\$0	\$0
19	\$70,744	\$0	\$0	\$0	\$0	\$70,744	\$0	\$0	\$0	\$0	\$0
20	\$71,805	\$0	\$0	\$0	\$0	\$71,805	\$0	\$0	\$0	\$0	\$0
21	\$72,882	\$0	\$0	\$0	\$0	\$72,882	\$0	\$0	\$0	\$0	\$0
22	\$73,975	\$0	\$0	\$0	\$0	\$73,975	\$0	\$0	\$0	\$0	\$0
23	\$75,085	\$0	\$0	\$0	\$0	\$75,085	\$0	\$0	\$0	\$0	\$0
24	\$86,811	\$0	\$0	\$0	\$0	\$86,811	\$0	\$0	\$0	\$0	\$0
25	\$88,114	\$0	\$0	\$0	\$25,193	\$113,308	\$0	\$0	\$0	\$0	\$0
26	\$99,131	\$0	\$0	\$0	\$47,485	\$146,616	\$0	\$0	\$0	\$0	\$0
27	\$99,603	\$0	\$0	\$0	\$48,197	\$147,800	\$0	\$0	\$0	\$0	\$0
28	\$131,255	\$0	\$0	\$0	\$48,920	\$180,175	\$0	\$0	\$0	\$0	\$0
29	\$133,224	\$0	\$0	\$0	\$19,044	\$152,268	\$0	\$0	\$0	\$0	\$0
30	\$135,222	\$0	\$0	\$0	\$19,329	\$154,552	\$0	\$0	\$0	\$0	\$0
31	\$137,251	\$0	\$0	\$0	\$19,619	\$156,870	\$0	\$0	\$0	\$0	\$0
32	\$159,223	\$0	\$0	\$0	\$0	\$159,223	\$0	\$0	\$0	\$0	\$0
Total	\$2,135,089	\$0	\$0	\$0	\$227,787	\$2,362,877	\$0	\$0	\$0	\$0	\$0

Exhibit E: Certification

I certify that, to the best of my knowledge and belief...

1. The Statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this report.
6. This study is not based on a requested result or a specific conclusion.
7. I have not relied on unsupported conclusions relating to characteristics such as race, color, religion, national origin, gender, marital status, familial status, age, receipt of public assistance income, handicap, or an unsupported conclusion that homogeneity of such characteristics is necessary to maximize value.

Jim Potter

Development Initiatives

Exhibit F: Consultant Qualifications

Partner Profile

Education

MASTER OF ARCHITECTURE,
UNIVERSITY OF KANSAS

B.G.S. ENVIRONMENTAL
STUDIES,
UNIVERSITY OF KANSAS

B.S. GEOGRAPHY, UNIVERSITY
OF KANSAS

Certifications

American Institute of Certified
Planners (AICP)
American Planning
Association

USGBC
LEED Green Associate

Kansas Licensed Real Estate
Salesperson

Missouri Licensed Real Estate
Salesperson

Professional Affiliations

MEMBER, AMERICAN PLANNING
ASSOCIATION (APA)

PAST-PRESIDENT,
KC METRO SECTION,
AMERICAN PLANNING
ASSOCIATION (APA)

CHAIRMAN,
RIVER MARKET COMMUNITY
IMPROVEMENT DISTRICT (CID)

BOARD MEMBER,
SUSTAINABLE ADVISORY BOARD,
LEAWOOD, KS

Member, USGBC

James C. Potter, AICP, LEED GA

Jim is the founding partner at Development Initiatives and is responsible for instilling the firm's vision of excellence in the staff. His background has run the spectrum of urban redevelopment to community planning projects. From environmental due diligence activities to managing multi-million dollar bond projects, Jim has experience in a myriad of development functions.

Jim has degrees in Environmental Science and Geography, as well as a Master of Architecture, all from the University of Kansas. His past employment with the Kansas City Economic Development Corporation has educated Jim in the intricacies of 60 to 80 different City, State, and Federal tax incentives programs.

Since the establishment of Development Initiatives in 1999, Jim has coordinated numerous urban renewal and tax increment financing projects for countless communities across the Midwest. Jim uses his experience and relationships with local and state development officials to maximize the effectiveness of the projects he manages and the incentives sought on behalf of our clients.

Jim has yet another layer of expertise that he adds to DI's repertoire, real estate development. Potter has partnered in such notable residential projects as 4646 Broadway on the Plaza, City Homes in the River Market and the 5 Delaware Condominiums all in Kansas City.

Jim resides in Leawood, Kansas with his wife Amy and their 11 year old son, Hayden.

EXHIBIT 8

Projection of TIF Revenue

Year	Total PILOTS	Surplus PILOTS Returned to SAF	Total Available for SRD Reimbursement	Total Non-SRD Residential Taxes	Post SRD Taxes	SRD PILOT Surplus	EATS	Non-Captured CID	CID Contribution
1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	\$ 1,361,652	\$ 220,662	\$ 1,140,991	\$ -	\$ -	\$ -	\$ 174,505	\$ 33,160	\$ 66,320
3	\$ 4,127,672	\$ 1,256,042	\$ 2,871,629	\$ -	\$ -	\$ -	\$ 354,206	\$ 67,308	\$ 134,615
4	\$ 5,805,821	\$ 2,174,902	\$ 3,630,919	\$ 206,717	\$ -	\$ -	\$ 404,435	\$ 76,852	\$ 153,704
5	\$ 7,954,781	\$ 3,360,162	\$ 4,594,620	\$ 620,150	\$ -	\$ -	\$ 456,062	\$ 86,663	\$ 173,325
6	\$ 10,662,724	\$ 4,261,996	\$ 6,400,728	\$ 702,837	\$ -	\$ -	\$ 509,108	\$ 96,743	\$ 193,485
7	\$ 13,010,976	\$ 4,842,378	\$ 8,168,598	\$ 702,837	\$ -	\$ -	\$ 885,225	\$ 168,214	\$ 336,427
8	\$ 14,825,493	\$ 5,273,260	\$ 9,552,233	\$ 1,157,271	\$ -	\$ -	\$ 1,452,929	\$ 276,091	\$ 552,182
9	\$ 15,610,710	\$ 5,476,380	\$ 10,134,331	\$ 1,761,509	\$ -	\$ -	\$ 1,733,901	\$ 329,482	\$ 658,965
10	\$ 16,110,565	\$ 5,745,368	\$ 10,365,197	\$ 2,266,817	\$ -	\$ -	\$ 1,759,909	\$ 334,425	\$ 668,849
11	\$ 19,366,682	\$ 6,259,746	\$ 13,106,935	\$ 2,810,017	\$ -	\$ -	\$ 1,952,503	\$ 371,022	\$ 742,044
12	\$ 21,370,097	\$ 6,705,879	\$ 14,664,217	\$ 3,505,523	\$ -	\$ -	\$ 2,150,851	\$ 408,713	\$ 817,426
13	\$ 23,213,663	\$ 7,027,072	\$ 16,186,591	\$ 4,155,483	\$ -	\$ -	\$ 2,354,323	\$ 447,377	\$ 894,755
14	\$ 24,830,153	\$ 7,654,230	\$ 17,175,923	\$ 4,930,534	\$ -	\$ -	\$ 2,563,713	\$ 487,166	\$ 974,333
15	\$ 25,561,993	\$ 7,783,561	\$ 17,778,432	\$ 5,343,525	\$ -	\$ -	\$ 2,602,169	\$ 494,474	\$ 988,948
16	\$ 26,177,954	\$ 8,028,210	\$ 18,149,744	\$ 6,026,844	\$ -	\$ -	\$ 2,641,201	\$ 501,891	\$ 1,003,782
17	\$ 27,089,251	\$ 8,300,224	\$ 18,789,027	\$ 6,255,946	\$ -	\$ -	\$ 2,680,819	\$ 509,419	\$ 1,018,839
18	\$ 27,951,193	\$ 8,738,326	\$ 19,212,867	\$ 6,539,366	\$ -	\$ -	\$ 2,721,032	\$ 517,061	\$ 1,034,121
19	\$ 28,005,596	\$ 8,784,568	\$ 19,221,028	\$ 6,697,668	\$ -	\$ -	\$ 2,761,847	\$ 524,817	\$ 1,049,633
20	\$ 28,565,848	\$ 8,960,343	\$ 19,605,505	\$ 6,912,355	\$ -	\$ -	\$ 2,803,275	\$ 532,689	\$ 1,065,378
21	\$ 28,565,848	\$ 8,960,343	\$ 19,605,505	\$ 6,912,355	\$ -	\$ -	\$ 2,845,324	\$ 540,679	\$ 1,081,358
22	\$ 29,137,306	\$ 9,139,634	\$ 19,997,672	\$ 7,050,602	\$ -	\$ -	\$ 2,888,004	\$ 548,789	\$ 1,097,579
23	\$ 29,137,306	\$ 9,139,634	\$ 19,997,672	\$ 7,050,602	\$ -	\$ -	\$ 2,931,324	\$ 557,021	\$ 1,114,042
24	\$ 22,504,768	\$ 6,993,627	\$ 15,511,141	\$ 7,191,614	\$ 7,216,353	\$ -	\$ 2,583,087	\$ 565,376	\$ 1,130,753
25	\$ 22,504,768	\$ 6,993,627	\$ 10,429,163	\$ 7,191,614	\$ 7,216,353	\$ 5,081,978	\$ 1,689,697	\$ 573,857	\$ 1,147,714
26	\$ 13,471,865	\$ 3,122,132	\$ -	\$ 7,335,447	\$ 16,846,720	\$ 10,349,734	\$ 582,465	\$ 582,465	\$ 1,164,930
27	\$ 13,471,865	\$ 3,122,132	\$ -	\$ 7,335,447	\$ 16,846,720	\$ 10,349,734	\$ 591,202	\$ 591,202	\$ 1,182,404
28	\$ 13,741,366	\$ 3,184,624	\$ -	\$ 7,482,156	\$ 17,183,654	\$ 10,556,742	\$ 600,070	\$ 600,070	\$ 1,200,140
29	\$ 9,893,246	\$ 3,023,207	\$ -	\$ 7,482,156	\$ 21,032,172	\$ 6,870,038	\$ 609,071	\$ 609,071	\$ 1,218,142
30	\$ 10,091,166	\$ 3,083,716	\$ -	\$ 7,631,799	\$ 21,452,815	\$ 7,007,450	\$ 618,207	\$ 618,207	\$ 1,236,414
31	\$ 10,091,166	\$ 3,083,716	\$ -	\$ 7,631,799	\$ 21,452,815	\$ 7,007,450	\$ 627,480	\$ 627,480	\$ 1,254,960
32	\$ 1,626,794	\$ 1,382,775	\$ -	\$ 7,784,435	\$ 30,542,633	\$ 244,019	\$ 636,892	\$ 636,892	\$ 1,273,785
Total	\$ 545,840,290	\$ 172,082,478	\$ 316,290,668	\$ 148,675,427	\$ 159,790,234	\$ 57,467,144	\$ 50,164,837	\$ 13,314,677	\$ 26,629,353

EXHIBIT 9

Projection of Incremental Non-TIF Revenue

Year	Post-SRD Real Property Taxes	Surplus PILOTS	Pre-SRD Real Property Taxes	Replacement Tax	Blind Pension Tax	Non-SRD Residential Property Taxes	SRD PILOT Surplus	Base Real Property Taxes	Post-Development Sales Taxes	SRD EATS Surplus	Total Incremental Non-SRD Revenue
1	\$ -	\$ -	\$ 7,596	\$ -	\$ -	\$ -	\$ -	\$ 2,079	\$ -	\$ -	\$ 9,676
2	\$ -	\$ 220,662	\$ 7,748	\$ 223,934	\$ 5,220	\$ -	\$ -	\$ 2,079	\$ 165,386	\$ -	\$ 395,875
3	\$ -	\$ 1,256,042	\$ 3,918	\$ 498,482	\$ 15,819	\$ -	\$ -	\$ 5,910	\$ 335,696	\$ -	\$ 1,601,566
4	\$ -	\$ 2,174,902	\$ 3,996	\$ 529,076	\$ 22,260	\$ 206,717	\$ -	\$ 5,910	\$ 383,300	\$ -	\$ 2,568,108
5	\$ -	\$ 3,360,162	\$ 3,996	\$ 635,699	\$ 30,495	\$ 620,150	\$ -	\$ 5,910	\$ 432,229	\$ -	\$ 3,802,297
6	\$ -	\$ 4,261,996	\$ 3,583	\$ 919,031	\$ 40,871	\$ 702,837	\$ -	\$ 6,403	\$ 482,503	\$ -	\$ 4,754,485
7	\$ -	\$ 4,842,378	\$ 3,583	\$ 1,180,018	\$ 49,870	\$ 702,837	\$ -	\$ 6,403	\$ 838,966	\$ -	\$ 5,691,330
8	\$ -	\$ 5,273,260	\$ 3,654	\$ 1,360,657	\$ 58,510	\$ 1,157,271	\$ -	\$ 6,403	\$ 1,377,004	\$ -	\$ 6,660,321
9	\$ -	\$ 5,476,380	\$ 2,923	\$ 1,471,586	\$ 63,834	\$ 1,761,509	\$ -	\$ 7,134	\$ 1,643,293	\$ -	\$ 7,129,730
10	\$ -	\$ 5,745,368	\$ -	\$ 1,501,018	\$ 67,632	\$ 2,266,817	\$ -	\$ 10,116	\$ 1,667,943	\$ -	\$ 7,423,427
11	\$ -	\$ 6,259,746	\$ -	\$ 1,905,967	\$ 82,191	\$ 2,810,017	\$ -	\$ 10,116	\$ 1,850,472	\$ -	\$ 8,120,334
12	\$ -	\$ 6,705,879	\$ -	\$ 2,059,497	\$ 92,476	\$ 3,505,523	\$ -	\$ 10,116	\$ 2,038,455	\$ -	\$ 8,754,450
13	\$ -	\$ 7,027,072	\$ -	\$ 2,357,139	\$ 102,039	\$ 4,155,483	\$ -	\$ 10,116	\$ 2,231,295	\$ -	\$ 9,268,483
14	\$ -	\$ 7,654,230	\$ -	\$ 2,522,001	\$ 111,145	\$ 4,930,534	\$ -	\$ 10,116	\$ 2,429,742	\$ -	\$ 10,094,088
15	\$ -	\$ 7,783,561	\$ -	\$ 2,639,719	\$ 115,532	\$ 5,343,525	\$ -	\$ 10,116	\$ 2,466,189	\$ -	\$ 10,259,866
16	\$ -	\$ 8,028,210	\$ -	\$ 2,692,513	\$ 120,452	\$ 6,026,844	\$ -	\$ 10,116	\$ 2,503,181	\$ -	\$ 10,541,507
17	\$ -	\$ 8,300,224	\$ -	\$ 2,812,586	\$ 124,822	\$ 6,255,946	\$ -	\$ 10,116	\$ 2,540,729	\$ -	\$ 10,851,069
18	\$ -	\$ 8,738,326	\$ -	\$ 2,868,838	\$ 129,151	\$ 6,539,366	\$ -	\$ 10,116	\$ 2,578,840	\$ -	\$ 11,327,282
19	\$ -	\$ 8,784,568	\$ -	\$ 2,868,838	\$ 129,966	\$ 6,697,668	\$ -	\$ 10,116	\$ 2,617,523	\$ -	\$ 11,412,207
20	\$ -	\$ 8,960,343	\$ -	\$ 2,926,215	\$ 132,875	\$ 6,912,355	\$ -	\$ 10,116	\$ 2,656,786	\$ -	\$ 11,627,245
21	\$ -	\$ 8,960,343	\$ -	\$ 2,926,215	\$ 132,875	\$ 6,912,355	\$ -	\$ 10,116	\$ 2,696,637	\$ -	\$ 11,667,097
22	\$ -	\$ 9,139,634	\$ -	\$ 2,984,739	\$ 135,532	\$ 7,050,602	\$ -	\$ 10,116	\$ 2,737,087	\$ -	\$ 11,886,837
23	\$ -	\$ 9,139,634	\$ -	\$ 2,984,739	\$ 135,532	\$ 7,050,602	\$ -	\$ 10,116	\$ 2,778,143	\$ -	\$ 11,927,893
24	\$ 7,216,353	\$ 6,993,627	\$ -	\$ 3,044,434	\$ 138,243	\$ 7,191,614	\$ -	\$ 10,116	\$ 3,212,022	\$ -	\$ 17,432,118
25	\$ 7,216,353	\$ 6,993,627	\$ -	\$ 3,044,434	\$ 138,243	\$ 7,191,614	\$ 5,081,978	\$ 8,036	\$ 3,260,202	\$ 932,136	\$ 23,492,333
26	\$ 16,846,720	\$ 3,122,132	\$ -	\$ 3,105,323	\$ 141,008	\$ 7,335,447	\$ 10,349,734	\$ 8,036	\$ 3,630,860	\$ 1,756,941	\$ 35,714,423
27	\$ 16,846,720	\$ 3,122,132	\$ -	\$ 3,105,323	\$ 141,008	\$ 7,335,447	\$ 10,349,734	\$ 4,206	\$ 3,685,323	\$ 1,783,295	\$ 35,791,409
28	\$ 17,183,654	\$ 3,184,624	\$ -	\$ 3,167,429	\$ 143,828	\$ 7,482,156	\$ 10,556,742	\$ 4,206	\$ 4,856,443	\$ 1,810,044	\$ 37,595,714
29	\$ 21,032,172	\$ 3,023,207	\$ -	\$ 3,167,429	\$ 143,828	\$ 7,482,156	\$ 6,870,038	\$ 4,206	\$ 4,929,290	\$ 704,617	\$ 36,563,531
30	\$ 21,452,815	\$ 3,083,716	\$ -	\$ 3,230,778	\$ 146,704	\$ 7,631,799	\$ 7,007,450	\$ 3,713	\$ 5,003,229	\$ 715,186	\$ 37,266,110
31	\$ 21,452,815	\$ 3,083,716	\$ -	\$ 3,230,778	\$ 146,704	\$ 7,631,799	\$ 7,007,450	\$ 3,713	\$ 5,078,278	\$ 725,914	\$ 37,351,886
32	\$ 30,372,694	\$ 1,382,775	\$ -	\$ 3,295,393	\$ 149,615	\$ 7,784,435	\$ 244,019	\$ 3,713	\$ 5,891,255	\$ -	\$ 37,894,456
Total	\$ 159,620,296	\$ 172,082,478	\$ 40,998	\$ 71,259,828	\$ 3,188,278	\$ 148,675,427	\$ 57,467,144	\$ 239,799	\$ 78,998,304	\$ 8,428,134	\$ 476,877,153

EXHIBIT 10

Cost Benefit Analysis All Taxing Jurisdictions

Year	With Development							Without Development				
	Sales Tax	SRD Exempt Taxes*	Non-SRD Real Property Tax	Personal Property Tax	SRD PILOT Surplus	SRD EATs Surplus	Total	Sales Tax	SRD Exempt Taxes*	Non-SRD Real Property Tax	Personal Property Tax	Total
1	\$0	\$0	\$9,676	\$0	\$0	\$0	\$9,676	\$0	\$37	\$9,676	\$0	\$9,713
2	\$165,386	\$229,154	\$230,489	\$0	\$0	\$0	\$625,029	\$0	\$38	\$9,869	\$0	\$9,907
3	\$335,696	\$514,302	\$1,265,870	\$0	\$0	\$0	\$2,115,868	\$0	\$38	\$9,869	\$0	\$9,907
4	\$383,300	\$551,336	\$2,391,525	\$0	\$0	\$0	\$3,326,161	\$0	\$39	\$10,066	\$0	\$10,105
5	\$432,229	\$666,194	\$3,990,218	\$0	\$0	\$0	\$5,088,642	\$0	\$39	\$10,066	\$0	\$10,105
6	\$482,503	\$959,902	\$4,974,819	\$0	\$0	\$0	\$6,417,224	\$0	\$39	\$10,268	\$0	\$10,307
7	\$838,966	\$1,229,888	\$5,555,201	\$0	\$0	\$0	\$7,624,055	\$0	\$39	\$10,268	\$0	\$10,307
8	\$1,377,004	\$1,419,167	\$6,440,588	\$0	\$0	\$0	\$9,236,760	\$0	\$40	\$10,473	\$0	\$10,513
9	\$1,643,293	\$1,535,420	\$7,247,947	\$0	\$0	\$0	\$10,426,660	\$0	\$40	\$10,473	\$0	\$10,513
10	\$1,667,943	\$1,568,650	\$8,022,301	\$0	\$0	\$0	\$11,258,894	\$0	\$41	\$10,683	\$0	\$10,724
11	\$1,850,472	\$1,988,158	\$9,079,879	\$0	\$0	\$0	\$12,918,509	\$0	\$41	\$10,683	\$0	\$10,724
12	\$2,038,455	\$2,151,973	\$10,221,518	\$0	\$0	\$0	\$14,411,946	\$0	\$42	\$10,896	\$0	\$10,938
13	\$2,231,295	\$2,459,178	\$11,192,671	\$0	\$0	\$0	\$15,883,144	\$0	\$42	\$10,896	\$0	\$10,938
14	\$2,429,742	\$2,633,146	\$12,594,880	\$0	\$0	\$0	\$17,657,768	\$0	\$43	\$11,114	\$0	\$11,157
15	\$2,466,189	\$2,755,251	\$13,137,202	\$0	\$0	\$0	\$18,358,642	\$0	\$43	\$11,114	\$0	\$11,157
16	\$2,503,181	\$2,812,965	\$14,065,170	\$0	\$0	\$0	\$19,381,317	\$0	\$43	\$11,336	\$0	\$11,380
17	\$2,540,729	\$2,937,408	\$14,566,285	\$0	\$0	\$0	\$20,044,423	\$0	\$43	\$11,336	\$0	\$11,380
18	\$2,578,840	\$2,997,989	\$15,287,808	\$0	\$0	\$0	\$20,864,637	\$0	\$44	\$11,563	\$0	\$11,607
19	\$2,617,523	\$2,998,804	\$15,492,352	\$0	\$0	\$0	\$21,108,679	\$0	\$44	\$11,563	\$0	\$11,607
20	\$2,656,786	\$3,059,089	\$15,882,815	\$0	\$0	\$0	\$21,598,690	\$0	\$45	\$11,794	\$0	\$11,840
21	\$2,696,637	\$3,059,089	\$15,882,815	\$0	\$0	\$0	\$21,638,541	\$0	\$45	\$11,794	\$0	\$11,840
22	\$2,737,087	\$3,120,271	\$16,200,352	\$0	\$0	\$0	\$22,057,710	\$0	\$46	\$12,030	\$0	\$12,076
23	\$2,778,143	\$3,120,271	\$16,200,352	\$0	\$0	\$0	\$22,098,767	\$0	\$46	\$12,030	\$0	\$12,076
24	\$3,212,022	\$3,182,677	\$21,411,710	\$0	\$0	\$0	\$27,806,409	\$0	\$47	\$12,271	\$0	\$12,318
25	\$3,260,202	\$3,182,677	\$21,409,631	\$0	\$5,081,978	\$932,136	\$33,866,624	\$0	\$47	\$12,271	\$0	\$12,318
26	\$3,630,860	\$3,246,330	\$27,312,335	\$0	\$10,349,734	\$1,756,941	\$46,296,199	\$0	\$48	\$12,516	\$0	\$12,564
27	\$3,685,323	\$3,246,330	\$27,308,504	\$0	\$10,349,734	\$1,783,295	\$46,373,186	\$0	\$48	\$12,516	\$0	\$12,564
28	\$4,856,443	\$3,311,257	\$27,854,640	\$0	\$10,556,742	\$1,810,044	\$48,389,126	\$0	\$49	\$12,767	\$0	\$12,816
29	\$4,929,290	\$3,311,257	\$31,541,741	\$0	\$6,870,038	\$704,617	\$47,356,944	\$0	\$49	\$12,767	\$0	\$12,816
30	\$5,003,229	\$3,377,482	\$32,172,043	\$0	\$7,007,450	\$715,186	\$48,275,391	\$0	\$50	\$13,022	\$0	\$13,072
31	\$5,078,278	\$3,377,482	\$32,172,043	\$0	\$7,007,450	\$725,914	\$48,361,167	\$0	\$50	\$13,022	\$0	\$13,072
32	\$5,891,255	\$3,445,008	\$39,543,617	\$0	\$244,019	\$0	\$49,123,899	\$0	\$51	\$13,282	\$0	\$13,333
Total	\$78,998,304	\$74,448,106	\$480,658,998	\$0	\$57,467,144	\$8,428,134	\$700,000,686	\$0	\$1,396	\$364,298	\$0	\$365,694

* Replacement tax and blind pension fund portion of real estate taxes, both of which are exempt from SRD. The following sheets set forth the portion of Replacement Tax estimated to be distributed to each taxing district. None of the blind pension fund revenue is distributed to the taxing district.

Cost Benefit Analysis - City

Year	With Development							Without Development				
	Sales Tax	SRD Exempt Taxes	Non-SRD Real Property Tax	Personal Property Tax	SRD PILOT Surplus	SRD EATs Surplus	Total	Sales Tax	SRD Exempt Taxes	Non-SRD Real Property Tax	Personal Property Tax	Total
1	\$0	\$0	\$985	\$0	\$0	\$0	\$985	\$0	\$4	\$985	\$0	\$988
2	\$120,687	\$22,789	\$23,456	\$0	\$0	\$0	\$166,932	\$0	\$4	\$1,004	\$0	\$1,008
3	\$244,968	\$50,729	\$128,823	\$0	\$0	\$0	\$424,519	\$0	\$4	\$1,004	\$0	\$1,008
4	\$279,706	\$53,842	\$243,377	\$0	\$0	\$0	\$576,924	\$0	\$4	\$1,024	\$0	\$1,028
5	\$315,411	\$64,693	\$406,070	\$0	\$0	\$0	\$786,173	\$0	\$4	\$1,024	\$0	\$1,028
6	\$352,097	\$93,526	\$506,269	\$0	\$0	\$0	\$951,893	\$0	\$4	\$1,045	\$0	\$1,049
7	\$612,218	\$120,086	\$565,333	\$0	\$0	\$0	\$1,297,637	\$0	\$4	\$1,045	\$0	\$1,049
8	\$1,004,841	\$138,469	\$655,435	\$0	\$0	\$0	\$1,798,745	\$0	\$4	\$1,066	\$0	\$1,070
9	\$1,199,160	\$149,758	\$737,597	\$0	\$0	\$0	\$2,086,515	\$0	\$4	\$1,066	\$0	\$1,070
10	\$1,217,147	\$152,753	\$816,400	\$0	\$0	\$0	\$2,186,301	\$0	\$4	\$1,087	\$0	\$1,091
11	\$1,350,344	\$193,963	\$924,026	\$0	\$0	\$0	\$2,468,334	\$0	\$4	\$1,087	\$0	\$1,091
12	\$1,487,521	\$209,587	\$1,040,207	\$0	\$0	\$0	\$2,737,315	\$0	\$4	\$1,109	\$0	\$1,113
13	\$1,628,242	\$239,877	\$1,139,037	\$0	\$0	\$0	\$3,007,157	\$0	\$4	\$1,109	\$0	\$1,113
14	\$1,773,055	\$256,655	\$1,281,735	\$0	\$0	\$0	\$3,311,445	\$0	\$4	\$1,131	\$0	\$1,135
15	\$1,799,651	\$268,635	\$1,336,925	\$0	\$0	\$0	\$3,405,211	\$0	\$4	\$1,131	\$0	\$1,135
16	\$1,826,646	\$274,007	\$1,431,361	\$0	\$0	\$0	\$3,532,014	\$0	\$4	\$1,154	\$0	\$1,158
17	\$1,854,046	\$286,227	\$1,482,358	\$0	\$0	\$0	\$3,622,630	\$0	\$4	\$1,154	\$0	\$1,158
18	\$1,881,856	\$291,951	\$1,555,784	\$0	\$0	\$0	\$3,729,592	\$0	\$5	\$1,177	\$0	\$1,181
19	\$1,910,084	\$291,951	\$1,576,600	\$0	\$0	\$0	\$3,778,635	\$0	\$5	\$1,177	\$0	\$1,181
20	\$1,938,735	\$297,790	\$1,616,336	\$0	\$0	\$0	\$3,852,862	\$0	\$5	\$1,200	\$0	\$1,205
21	\$1,967,816	\$297,790	\$1,616,336	\$0	\$0	\$0	\$3,881,943	\$0	\$5	\$1,200	\$0	\$1,205
22	\$1,997,334	\$303,746	\$1,648,651	\$0	\$0	\$0	\$3,949,730	\$0	\$5	\$1,224	\$0	\$1,229
23	\$2,027,294	\$303,746	\$1,648,651	\$0	\$0	\$0	\$3,979,690	\$0	\$5	\$1,224	\$0	\$1,229
24	\$2,343,908	\$309,821	\$2,178,992	\$0	\$0	\$0	\$4,832,721	\$0	\$5	\$1,249	\$0	\$1,254
25	\$2,379,067	\$309,821	\$2,178,780	\$0	\$517,174	\$680,208	\$6,065,049	\$0	\$5	\$1,249	\$0	\$1,254
26	\$2,649,547	\$316,017	\$2,779,477	\$0	\$1,053,255	\$1,282,092	\$8,080,387	\$0	\$5	\$1,274	\$0	\$1,279
27	\$2,689,290	\$316,017	\$2,779,087	\$0	\$1,053,255	\$1,301,323	\$8,138,972	\$0	\$5	\$1,274	\$0	\$1,279
28	\$3,543,891	\$322,338	\$2,834,665	\$0	\$1,074,321	\$1,320,843	\$9,096,058	\$0	\$5	\$1,299	\$0	\$1,304
29	\$3,597,050	\$322,338	\$3,209,888	\$0	\$699,139	\$514,180	\$8,342,594	\$0	\$5	\$1,299	\$0	\$1,304
30	\$3,651,005	\$328,784	\$3,274,031	\$0	\$713,123	\$521,893	\$8,488,837	\$0	\$5	\$1,325	\$0	\$1,330
31	\$3,705,770	\$328,784	\$3,274,031	\$0	\$713,123	\$529,721	\$8,551,430	\$0	\$5	\$1,325	\$0	\$1,330
32	\$4,299,024	\$335,360	\$4,024,210	\$0	\$24,833	\$0	\$8,683,427	\$0	\$5	\$1,352	\$0	\$1,357
Total	\$57,647,411	\$7,251,853	\$48,914,912	\$0	\$5,848,222	\$6,150,260	\$125,812,658	\$0	\$142	\$37,073	\$0	\$37,215

Cost Benefit Analysis - County

Year	With Development							Without Development				
	Sales Tax	SRD Exempt Taxes	Non-SRD Real Property Tax	Personal Property Tax	SRD PILOT Surplus	SRD EATs Surplus	Total	Sales Tax	SRD Exempt Taxes	Non-SRD Real Property Tax	Personal Property Tax	Total
1	\$0	\$0	\$181	\$0	\$0	\$0	\$181	\$0	\$1	\$181	\$0	\$181
2	\$40,229	\$4,181	\$4,304	\$0	\$0	\$0	\$48,714	\$0	\$1	\$184	\$0	\$185
3	\$81,656	\$9,308	\$23,637	\$0	\$0	\$0	\$114,601	\$0	\$1	\$184	\$0	\$185
4	\$93,235	\$9,879	\$44,656	\$0	\$0	\$0	\$147,770	\$0	\$1	\$188	\$0	\$189
5	\$105,137	\$11,870	\$74,507	\$0	\$0	\$0	\$191,514	\$0	\$1	\$188	\$0	\$189
6	\$117,366	\$17,161	\$92,892	\$0	\$0	\$0	\$227,419	\$0	\$1	\$192	\$0	\$192
7	\$204,073	\$22,034	\$103,729	\$0	\$0	\$0	\$329,836	\$0	\$1	\$192	\$0	\$192
8	\$334,947	\$25,407	\$120,262	\$0	\$0	\$0	\$480,616	\$0	\$1	\$196	\$0	\$196
9	\$399,720	\$27,478	\$135,337	\$0	\$0	\$0	\$562,535	\$0	\$1	\$196	\$0	\$196
10	\$405,716	\$28,028	\$149,796	\$0	\$0	\$0	\$583,540	\$0	\$1	\$199	\$0	\$200
11	\$450,115	\$35,589	\$169,544	\$0	\$0	\$0	\$655,248	\$0	\$1	\$199	\$0	\$200
12	\$495,840	\$38,456	\$190,861	\$0	\$0	\$0	\$725,158	\$0	\$1	\$203	\$0	\$204
13	\$542,747	\$44,014	\$208,995	\$0	\$0	\$0	\$795,756	\$0	\$1	\$203	\$0	\$204
14	\$591,018	\$47,092	\$235,178	\$0	\$0	\$0	\$873,288	\$0	\$1	\$208	\$0	\$208
15	\$599,884	\$49,290	\$245,304	\$0	\$0	\$0	\$894,478	\$0	\$1	\$208	\$0	\$208
16	\$608,882	\$50,276	\$262,632	\$0	\$0	\$0	\$921,790	\$0	\$1	\$212	\$0	\$212
17	\$618,015	\$52,518	\$271,989	\$0	\$0	\$0	\$942,522	\$0	\$1	\$212	\$0	\$212
18	\$627,285	\$53,568	\$285,461	\$0	\$0	\$0	\$966,315	\$0	\$1	\$216	\$0	\$217
19	\$636,695	\$53,568	\$289,281	\$0	\$0	\$0	\$979,544	\$0	\$1	\$216	\$0	\$217
20	\$646,245	\$54,640	\$296,572	\$0	\$0	\$0	\$997,457	\$0	\$1	\$220	\$0	\$221
21	\$655,939	\$54,640	\$296,572	\$0	\$0	\$0	\$1,007,150	\$0	\$1	\$220	\$0	\$221
22	\$665,778	\$55,733	\$302,501	\$0	\$0	\$0	\$1,024,011	\$0	\$1	\$225	\$0	\$225
23	\$675,765	\$55,733	\$302,501	\$0	\$0	\$0	\$1,033,998	\$0	\$1	\$225	\$0	\$225
24	\$781,303	\$56,847	\$399,810	\$0	\$0	\$0	\$1,237,960	\$0	\$1	\$229	\$0	\$230
25	\$793,022	\$56,847	\$399,771	\$0	\$94,893	\$226,736	\$1,571,270	\$0	\$1	\$229	\$0	\$230
26	\$883,182	\$57,984	\$509,989	\$0	\$193,255	\$427,364	\$2,071,775	\$0	\$1	\$234	\$0	\$235
27	\$896,430	\$57,984	\$509,918	\$0	\$193,255	\$433,774	\$2,091,362	\$0	\$1	\$234	\$0	\$235
28	\$1,181,297	\$59,144	\$520,116	\$0	\$197,121	\$440,281	\$2,397,958	\$0	\$1	\$238	\$0	\$239
29	\$1,199,017	\$59,144	\$588,963	\$0	\$128,281	\$171,393	\$2,146,797	\$0	\$1	\$238	\$0	\$239
30	\$1,217,002	\$60,327	\$600,732	\$0	\$130,847	\$173,964	\$2,182,871	\$0	\$1	\$243	\$0	\$244
31	\$1,235,257	\$60,327	\$600,732	\$0	\$130,847	\$176,574	\$2,203,736	\$0	\$1	\$243	\$0	\$244
32	\$1,433,008	\$61,533	\$738,378	\$0	\$4,556	\$0	\$2,237,475	\$0	\$1	\$248	\$0	\$249
Total	\$19,215,804	\$1,330,598	\$8,975,101	\$0	\$1,073,055	\$2,050,087	\$32,644,644	\$0	\$26	\$6,802	\$0	\$6,828

Cost Benefit Analysis – Hospital

Year	With Development					Without Development			
	SRD Exempt Taxes	Non-SRD Real Property Tax	Personal Property Tax	SRD PILOT Surplus	Total	SRD Exempt Taxes	Non-SRD Real Property Taxes	Personal Property Tax	Total
1	\$0	\$167	\$0	\$0	\$167	\$1	\$167	\$0	\$168
2	\$3,867	\$3,980	\$0	\$0	\$7,847	\$1	\$170	\$0	\$171
3	\$8,608	\$21,859	\$0	\$0	\$30,466	\$1	\$170	\$0	\$171
4	\$9,136	\$41,296	\$0	\$0	\$50,432	\$1	\$174	\$0	\$174
5	\$10,977	\$68,901	\$0	\$0	\$79,878	\$1	\$174	\$0	\$174
6	\$15,869	\$85,903	\$0	\$0	\$101,773	\$1	\$177	\$0	\$178
7	\$20,376	\$95,925	\$0	\$0	\$116,301	\$1	\$177	\$0	\$178
8	\$23,495	\$111,213	\$0	\$0	\$134,709	\$1	\$181	\$0	\$182
9	\$25,411	\$125,155	\$0	\$0	\$150,565	\$1	\$181	\$0	\$182
10	\$25,919	\$138,526	\$0	\$0	\$164,445	\$1	\$184	\$0	\$185
11	\$32,911	\$156,788	\$0	\$0	\$189,699	\$1	\$184	\$0	\$185
12	\$35,563	\$176,501	\$0	\$0	\$212,063	\$1	\$188	\$0	\$189
13	\$40,702	\$193,270	\$0	\$0	\$233,972	\$1	\$188	\$0	\$189
14	\$43,549	\$217,483	\$0	\$0	\$261,032	\$1	\$192	\$0	\$193
15	\$45,582	\$226,848	\$0	\$0	\$272,429	\$1	\$192	\$0	\$193
16	\$46,493	\$242,871	\$0	\$0	\$289,365	\$1	\$196	\$0	\$197
17	\$48,567	\$251,525	\$0	\$0	\$300,091	\$1	\$196	\$0	\$197
18	\$49,538	\$263,984	\$0	\$0	\$313,521	\$1	\$200	\$0	\$200
19	\$49,538	\$267,515	\$0	\$0	\$317,053	\$1	\$200	\$0	\$200
20	\$50,529	\$274,258	\$0	\$0	\$324,786	\$1	\$204	\$0	\$204
21	\$50,529	\$274,258	\$0	\$0	\$324,786	\$1	\$204	\$0	\$204
22	\$51,539	\$279,741	\$0	\$0	\$331,280	\$1	\$208	\$0	\$209
23	\$51,539	\$279,741	\$0	\$0	\$331,280	\$1	\$208	\$0	\$209
24	\$52,570	\$369,729	\$0	\$0	\$422,299	\$1	\$212	\$0	\$213
25	\$52,570	\$369,693	\$0	\$87,753	\$510,016	\$1	\$212	\$0	\$213
26	\$53,621	\$471,618	\$0	\$178,715	\$703,954	\$1	\$216	\$0	\$217
27	\$53,621	\$471,552	\$0	\$178,715	\$703,888	\$1	\$216	\$0	\$217
28	\$54,694	\$480,982	\$0	\$182,289	\$717,966	\$1	\$220	\$0	\$221
29	\$54,694	\$544,650	\$0	\$118,629	\$717,972	\$1	\$220	\$0	\$221
30	\$55,788	\$555,533	\$0	\$121,002	\$732,323	\$1	\$225	\$0	\$226
31	\$55,788	\$555,533	\$0	\$121,002	\$732,323	\$1	\$225	\$0	\$226
32	\$56,903	\$682,823	\$0	\$4,214	\$743,940	\$1	\$229	\$0	\$230
Total	\$1,230,485	\$8,299,819	\$0	\$992,319	\$10,522,623	\$24	\$6,291	\$0	\$6,315

Cost Benefit Analysis – Handicap

Year	With Development					Without Development			
	SRD Exempt Taxes	Non-SRD Real Property Tax	Personal Property Tax	SRD PILOT Surplus	Total	SRD Exempt Taxes	Non-SRD Real Property Tax	Personal Property Tax	Total
1	\$0	\$127	\$0	\$0	\$127	\$0	\$127	\$0	\$128
2	\$2,940	\$3,026	\$0	\$0	\$5,966	\$0	\$130	\$0	\$130
3	\$6,545	\$16,620	\$0	\$0	\$23,165	\$0	\$130	\$0	\$130
4	\$6,946	\$31,400	\$0	\$0	\$38,346	\$1	\$132	\$0	\$133
5	\$8,346	\$52,390	\$0	\$0	\$60,736	\$1	\$132	\$0	\$133
6	\$12,066	\$65,317	\$0	\$0	\$77,383	\$1	\$135	\$0	\$135
7	\$15,493	\$72,937	\$0	\$0	\$88,430	\$1	\$135	\$0	\$135
8	\$17,865	\$84,562	\$0	\$0	\$102,426	\$1	\$138	\$0	\$138
9	\$19,321	\$95,162	\$0	\$0	\$114,483	\$1	\$138	\$0	\$138
10	\$19,708	\$105,329	\$0	\$0	\$125,036	\$1	\$140	\$0	\$141
11	\$25,024	\$119,214	\$0	\$0	\$144,239	\$1	\$140	\$0	\$141
12	\$27,040	\$134,203	\$0	\$0	\$161,244	\$1	\$143	\$0	\$144
13	\$30,948	\$146,954	\$0	\$0	\$177,902	\$1	\$143	\$0	\$144
14	\$33,113	\$165,364	\$0	\$0	\$198,477	\$1	\$146	\$0	\$146
15	\$34,658	\$172,485	\$0	\$0	\$207,143	\$1	\$146	\$0	\$146
16	\$35,351	\$184,669	\$0	\$0	\$220,020	\$1	\$149	\$0	\$149
17	\$36,928	\$191,248	\$0	\$0	\$228,176	\$1	\$149	\$0	\$149
18	\$37,666	\$200,721	\$0	\$0	\$238,388	\$1	\$152	\$0	\$152
19	\$37,666	\$203,407	\$0	\$0	\$241,073	\$1	\$152	\$0	\$152
20	\$38,420	\$208,533	\$0	\$0	\$246,953	\$1	\$155	\$0	\$155
21	\$38,420	\$208,533	\$0	\$0	\$246,953	\$1	\$155	\$0	\$155
22	\$39,188	\$212,702	\$0	\$0	\$251,891	\$1	\$158	\$0	\$159
23	\$39,188	\$212,702	\$0	\$0	\$251,891	\$1	\$158	\$0	\$159
24	\$39,972	\$281,125	\$0	\$0	\$321,097	\$1	\$161	\$0	\$162
25	\$39,972	\$281,098	\$0	\$66,724	\$387,793	\$1	\$161	\$0	\$162
26	\$40,771	\$358,597	\$0	\$135,887	\$535,255	\$1	\$164	\$0	\$165
27	\$40,771	\$358,547	\$0	\$135,887	\$535,205	\$1	\$164	\$0	\$165
28	\$41,587	\$365,717	\$0	\$138,605	\$545,909	\$1	\$168	\$0	\$168
29	\$41,587	\$414,127	\$0	\$90,200	\$545,914	\$1	\$168	\$0	\$168
30	\$42,418	\$422,403	\$0	\$92,004	\$556,825	\$1	\$171	\$0	\$172
31	\$42,418	\$422,403	\$0	\$92,004	\$556,825	\$1	\$171	\$0	\$172
32	\$43,267	\$519,188	\$0	\$3,204	\$565,658	\$1	\$174	\$0	\$175
Total	\$935,605	\$6,310,809	\$0	\$754,515	\$8,000,930	\$18	\$4,783	\$0	\$4,801

Cost Benefit Analysis – Library

Year	With Development					Without Development			
	SRD Exempt Taxes	Non-SRD Real Property Tax	Personal Property Tax	SRD PILOT Surplus	Total	SRD Exempt Taxes	Non-SRD Real Property Tax	Personal Property Tax	Total
1	\$0	\$429	\$0	\$0	\$429	\$2	\$429	\$0	\$430
2	\$9,919	\$10,209	\$0	\$0	\$20,128	\$2	\$437	\$0	\$439
3	\$22,079	\$56,069	\$0	\$0	\$78,148	\$2	\$437	\$0	\$439
4	\$23,434	\$105,928	\$0	\$0	\$129,362	\$2	\$446	\$0	\$448
5	\$28,157	\$176,738	\$0	\$0	\$204,895	\$2	\$446	\$0	\$448
6	\$40,707	\$220,349	\$0	\$0	\$261,056	\$2	\$455	\$0	\$457
7	\$52,266	\$246,056	\$0	\$0	\$298,322	\$2	\$455	\$0	\$457
8	\$60,267	\$285,272	\$0	\$0	\$345,540	\$2	\$464	\$0	\$466
9	\$65,181	\$321,032	\$0	\$0	\$386,213	\$2	\$464	\$0	\$466
10	\$66,484	\$355,331	\$0	\$0	\$421,815	\$2	\$473	\$0	\$475
11	\$84,421	\$402,174	\$0	\$0	\$486,595	\$2	\$473	\$0	\$475
12	\$91,221	\$452,741	\$0	\$0	\$543,962	\$2	\$483	\$0	\$484
13	\$104,405	\$495,756	\$0	\$0	\$600,160	\$2	\$483	\$0	\$484
14	\$111,707	\$557,864	\$0	\$0	\$669,570	\$2	\$492	\$0	\$494
15	\$116,921	\$581,885	\$0	\$0	\$698,805	\$2	\$492	\$0	\$494
16	\$119,259	\$622,987	\$0	\$0	\$742,246	\$2	\$502	\$0	\$504
17	\$124,578	\$645,183	\$0	\$0	\$769,760	\$2	\$502	\$0	\$504
18	\$127,069	\$677,141	\$0	\$0	\$804,210	\$2	\$512	\$0	\$514
19	\$127,069	\$686,201	\$0	\$0	\$813,270	\$2	\$512	\$0	\$514
20	\$129,610	\$703,496	\$0	\$0	\$833,106	\$2	\$522	\$0	\$524
21	\$129,610	\$703,496	\$0	\$0	\$833,106	\$2	\$522	\$0	\$524
22	\$132,203	\$717,560	\$0	\$0	\$849,763	\$2	\$533	\$0	\$535
23	\$132,203	\$717,560	\$0	\$0	\$849,763	\$2	\$533	\$0	\$535
24	\$134,847	\$948,386	\$0	\$0	\$1,083,233	\$2	\$544	\$0	\$546
25	\$134,847	\$948,294	\$0	\$225,095	\$1,308,237	\$2	\$544	\$0	\$546
26	\$137,544	\$1,209,742	\$0	\$458,420	\$1,805,705	\$2	\$554	\$0	\$557
27	\$137,544	\$1,209,572	\$0	\$458,420	\$1,805,536	\$2	\$554	\$0	\$557
28	\$140,295	\$1,233,762	\$0	\$467,589	\$1,841,645	\$2	\$565	\$0	\$568
29	\$140,295	\$1,397,075	\$0	\$304,294	\$1,841,663	\$2	\$565	\$0	\$568
30	\$143,100	\$1,424,993	\$0	\$310,380	\$1,878,473	\$2	\$577	\$0	\$579
31	\$143,100	\$1,424,993	\$0	\$310,380	\$1,878,473	\$2	\$577	\$0	\$579
32	\$145,962	\$1,751,501	\$0	\$10,808	\$1,908,272	\$2	\$588	\$0	\$591
Total	\$3,156,303	\$21,289,774	\$0	\$2,545,386	\$26,991,463	\$62	\$16,136	\$0	\$16,198

Cost Benefit Analysis – Health

Year	With Development					Without Development			
	SRD Exempt Taxes	Non-SRD Real Property Tax	Personal Property Tax	SRD PILOT Surplus	Total	SRD Exempt Taxes	Non-SRD Real Property Tax	Personal Property Tax	Total
1	\$0	\$106	\$0	\$0	\$106	\$0	\$106	\$0	\$106
2	\$2,451	\$2,523	\$0	\$0	\$4,974	\$0	\$108	\$0	\$108
3	\$5,456	\$13,856	\$0	\$0	\$19,312	\$0	\$108	\$0	\$108
4	\$5,791	\$26,176	\$0	\$0	\$31,967	\$0	\$110	\$0	\$111
5	\$6,958	\$43,675	\$0	\$0	\$50,633	\$0	\$110	\$0	\$111
6	\$10,059	\$54,452	\$0	\$0	\$64,511	\$0	\$112	\$0	\$113
7	\$12,916	\$60,804	\$0	\$0	\$73,720	\$0	\$112	\$0	\$113
8	\$14,893	\$70,495	\$0	\$0	\$85,389	\$0	\$115	\$0	\$115
9	\$16,107	\$79,332	\$0	\$0	\$95,440	\$0	\$115	\$0	\$115
10	\$16,429	\$87,808	\$0	\$0	\$104,238	\$0	\$117	\$0	\$117
11	\$20,862	\$99,384	\$0	\$0	\$120,246	\$0	\$117	\$0	\$117
12	\$22,542	\$111,880	\$0	\$0	\$134,422	\$0	\$119	\$0	\$120
13	\$25,800	\$122,509	\$0	\$0	\$148,309	\$0	\$119	\$0	\$120
14	\$27,605	\$137,857	\$0	\$0	\$165,462	\$0	\$122	\$0	\$122
15	\$28,893	\$143,793	\$0	\$0	\$172,686	\$0	\$122	\$0	\$122
16	\$29,471	\$153,950	\$0	\$0	\$183,421	\$0	\$124	\$0	\$125
17	\$30,785	\$159,435	\$0	\$0	\$190,220	\$0	\$124	\$0	\$125
18	\$31,401	\$167,333	\$0	\$0	\$198,734	\$0	\$127	\$0	\$127
19	\$31,401	\$169,572	\$0	\$0	\$200,972	\$0	\$127	\$0	\$127
20	\$32,029	\$173,845	\$0	\$0	\$205,874	\$0	\$129	\$0	\$130
21	\$32,029	\$173,845	\$0	\$0	\$205,874	\$0	\$129	\$0	\$130
22	\$32,669	\$177,321	\$0	\$0	\$209,990	\$1	\$132	\$0	\$132
23	\$32,669	\$177,321	\$0	\$0	\$209,990	\$1	\$132	\$0	\$132
24	\$33,323	\$234,362	\$0	\$0	\$267,685	\$1	\$134	\$0	\$135
25	\$33,323	\$234,339	\$0	\$55,625	\$323,287	\$1	\$134	\$0	\$135
26	\$33,989	\$298,947	\$0	\$113,283	\$446,220	\$1	\$137	\$0	\$138
27	\$33,989	\$298,905	\$0	\$113,283	\$446,178	\$1	\$137	\$0	\$138
28	\$34,669	\$304,883	\$0	\$115,549	\$455,101	\$1	\$140	\$0	\$140
29	\$34,669	\$345,240	\$0	\$75,196	\$455,105	\$1	\$140	\$0	\$140
30	\$35,362	\$352,139	\$0	\$76,700	\$464,202	\$1	\$143	\$0	\$143
31	\$35,362	\$352,139	\$0	\$76,700	\$464,202	\$1	\$143	\$0	\$143
32	\$36,070	\$432,825	\$0	\$2,671	\$471,565	\$1	\$145	\$0	\$146
Total	\$779,975	\$5,261,054	\$0	\$629,007	\$6,670,036	\$15	\$3,987	\$0	\$4,003

Cost Benefit Analysis – School

Year	With Development					Without Development			
	SRD Exempt Taxes	Non-SRD Real Property Tax	Personal Property Tax	SRD PILOT Surplus	Total	SRD Exempt Taxes	Non-SRD Real Property Tax	Personal Property Tax	Total
1	\$0	\$7,325	\$0	\$0	\$7,325	\$28	\$7,325	\$0	\$7,353
2	\$169,536	\$174,499	\$0	\$0	\$344,034	\$29	\$7,472	\$0	\$7,500
3	\$377,391	\$958,363	\$0	\$0	\$1,335,754	\$29	\$7,472	\$0	\$7,500
4	\$400,552	\$1,810,573	\$0	\$0	\$2,211,125	\$29	\$7,621	\$0	\$7,650
5	\$481,275	\$3,020,910	\$0	\$0	\$3,502,184	\$29	\$7,621	\$0	\$7,650
6	\$695,779	\$3,766,330	\$0	\$0	\$4,462,109	\$30	\$7,774	\$0	\$7,803
7	\$893,367	\$4,205,725	\$0	\$0	\$5,099,092	\$30	\$7,774	\$0	\$7,803
8	\$1,030,125	\$4,876,033	\$0	\$0	\$5,906,158	\$30	\$7,929	\$0	\$7,959
9	\$1,114,107	\$5,487,267	\$0	\$0	\$6,601,374	\$30	\$7,929	\$0	\$7,959
10	\$1,136,389	\$6,073,514	\$0	\$0	\$7,209,903	\$31	\$8,088	\$0	\$8,119
11	\$1,442,967	\$6,874,184	\$0	\$0	\$8,317,151	\$31	\$8,088	\$0	\$8,119
12	\$1,559,202	\$7,738,495	\$0	\$0	\$9,297,696	\$32	\$8,249	\$0	\$8,281
13	\$1,784,540	\$8,473,734	\$0	\$0	\$10,258,274	\$32	\$8,249	\$0	\$8,281
14	\$1,909,353	\$9,535,317	\$0	\$0	\$11,444,670	\$32	\$8,414	\$0	\$8,447
15	\$1,998,475	\$9,945,898	\$0	\$0	\$11,944,373	\$32	\$8,414	\$0	\$8,447
16	\$2,038,445	\$10,648,442	\$0	\$0	\$12,686,887	\$33	\$8,583	\$0	\$8,615
17	\$2,129,350	\$11,027,826	\$0	\$0	\$13,157,176	\$33	\$8,583	\$0	\$8,615
18	\$2,171,937	\$11,574,076	\$0	\$0	\$13,746,012	\$34	\$8,754	\$0	\$8,788
19	\$2,171,937	\$11,728,932	\$0	\$0	\$13,900,868	\$34	\$8,754	\$0	\$8,788
20	\$2,215,375	\$12,024,542	\$0	\$0	\$14,239,918	\$34	\$8,929	\$0	\$8,964
21	\$2,215,375	\$12,024,542	\$0	\$0	\$14,239,918	\$34	\$8,929	\$0	\$8,964
22	\$2,259,683	\$12,264,943	\$0	\$0	\$14,524,626	\$35	\$9,108	\$0	\$9,143
23	\$2,259,683	\$12,264,943	\$0	\$0	\$14,524,626	\$35	\$9,108	\$0	\$9,143
24	\$2,304,876	\$16,210,352	\$0	\$0	\$18,515,229	\$36	\$9,290	\$0	\$9,326
25	\$2,304,876	\$16,208,778	\$0	\$3,847,458	\$22,361,112	\$36	\$9,290	\$0	\$9,326
26	\$2,350,974	\$20,677,590	\$0	\$7,835,564	\$30,864,128	\$36	\$9,476	\$0	\$9,512
27	\$2,350,974	\$20,674,690	\$0	\$7,835,564	\$30,861,228	\$36	\$9,476	\$0	\$9,512
28	\$2,397,993	\$21,088,158	\$0	\$7,992,286	\$31,478,437	\$37	\$9,665	\$0	\$9,702
29	\$2,397,993	\$23,879,584	\$0	\$5,201,160	\$31,478,738	\$37	\$9,665	\$0	\$9,702
30	\$2,445,953	\$24,356,772	\$0	\$5,305,192	\$32,107,918	\$38	\$9,859	\$0	\$9,896
31	\$2,445,953	\$24,356,772	\$0	\$5,305,192	\$32,107,918	\$38	\$9,859	\$0	\$9,896
32	\$2,494,872	\$29,937,635	\$0	\$184,742	\$32,617,249	\$39	\$10,056	\$0	\$10,094
Total	\$53,949,306	\$363,896,745	\$0	\$43,507,157	\$461,353,209	\$1,057	\$275,802	\$0	\$276,859

Cost Benefit Analysis – KCJC

Year	With Development					Without Development			
	SRD Exempt Taxes	Non-SRD Real Property Tax	Personal Property Tax	SRD PILOT Surplus	Total	SRD Exempt Taxes	Non-SRD Real Property Tax	Personal Property Tax	Total
1	\$0	\$251	\$0	\$0	\$251	\$1	\$251	\$0	\$252
2	\$5,800	\$5,970	\$0	\$0	\$11,770	\$1	\$256	\$0	\$257
3	\$12,911	\$32,788	\$0	\$0	\$45,699	\$1	\$256	\$0	\$257
4	\$13,704	\$61,944	\$0	\$0	\$75,648	\$1	\$261	\$0	\$262
5	\$16,465	\$103,352	\$0	\$0	\$119,818	\$1	\$261	\$0	\$262
6	\$23,804	\$128,855	\$0	\$0	\$152,659	\$1	\$266	\$0	\$267
7	\$30,564	\$143,887	\$0	\$0	\$174,451	\$1	\$266	\$0	\$267
8	\$35,243	\$166,820	\$0	\$0	\$202,063	\$1	\$271	\$0	\$272
9	\$38,116	\$187,732	\$0	\$0	\$225,848	\$1	\$271	\$0	\$272
10	\$38,878	\$207,789	\$0	\$0	\$246,667	\$1	\$277	\$0	\$278
11	\$49,367	\$235,181	\$0	\$0	\$284,549	\$1	\$277	\$0	\$278
12	\$53,344	\$264,751	\$0	\$0	\$318,095	\$1	\$282	\$0	\$283
13	\$61,053	\$289,906	\$0	\$0	\$350,959	\$1	\$282	\$0	\$283
14	\$65,323	\$326,225	\$0	\$0	\$391,548	\$1	\$288	\$0	\$289
15	\$68,372	\$340,272	\$0	\$0	\$408,644	\$1	\$288	\$0	\$289
16	\$69,740	\$364,307	\$0	\$0	\$434,047	\$1	\$294	\$0	\$295
17	\$72,850	\$377,287	\$0	\$0	\$450,137	\$1	\$294	\$0	\$295
18	\$74,307	\$395,975	\$0	\$0	\$470,282	\$1	\$300	\$0	\$301
19	\$74,307	\$401,273	\$0	\$0	\$475,580	\$1	\$300	\$0	\$301
20	\$75,793	\$411,387	\$0	\$0	\$487,180	\$1	\$305	\$0	\$307
21	\$75,793	\$411,387	\$0	\$0	\$487,180	\$1	\$305	\$0	\$307
22	\$77,309	\$419,611	\$0	\$0	\$496,920	\$1	\$312	\$0	\$313
23	\$77,309	\$419,611	\$0	\$0	\$496,920	\$1	\$312	\$0	\$313
24	\$78,855	\$554,593	\$0	\$0	\$633,448	\$1	\$318	\$0	\$319
25	\$78,855	\$554,539	\$0	\$131,630	\$765,024	\$1	\$318	\$0	\$319
26	\$80,432	\$707,427	\$0	\$268,072	\$1,055,931	\$1	\$324	\$0	\$325
27	\$80,432	\$707,328	\$0	\$268,072	\$1,055,832	\$1	\$324	\$0	\$325
28	\$82,041	\$721,473	\$0	\$273,434	\$1,076,948	\$1	\$331	\$0	\$332
29	\$82,041	\$816,974	\$0	\$177,943	\$1,076,959	\$1	\$331	\$0	\$332
30	\$83,682	\$833,300	\$0	\$181,503	\$1,098,484	\$1	\$337	\$0	\$339
31	\$83,682	\$833,300	\$0	\$181,503	\$1,098,484	\$1	\$337	\$0	\$339
32	\$85,355	\$1,024,234	\$0	\$6,320	\$1,115,910	\$1	\$344	\$0	\$345
Total	\$1,845,728	\$12,449,729	\$0	\$1,488,478	\$15,783,935	\$36	\$9,436	\$0	\$9,472

Cost Benefit Analysis – Mental Health

Year	With Development					Without Development			
	SRD Exempt Taxes	Non-SRD Real Property Tax	Personal Property Tax	SRD PILOT Surplus	Total	SRD Exempt Taxes	Non-SRD Real Property Tax	Personal Property Tax	Total
1	\$0	\$106	\$0	\$0	\$106	\$0	\$106	\$0	\$106
2	\$2,451	\$2,523	\$0	\$0	\$4,974	\$0	\$108	\$0	\$108
3	\$5,456	\$13,856	\$0	\$0	\$19,312	\$0	\$108	\$0	\$108
4	\$5,791	\$26,176	\$0	\$0	\$31,967	\$0	\$110	\$0	\$111
5	\$6,958	\$43,675	\$0	\$0	\$50,633	\$0	\$110	\$0	\$111
6	\$10,059	\$54,452	\$0	\$0	\$64,511	\$0	\$112	\$0	\$113
7	\$12,916	\$60,804	\$0	\$0	\$73,720	\$0	\$112	\$0	\$113
8	\$14,893	\$70,495	\$0	\$0	\$85,389	\$0	\$115	\$0	\$115
9	\$16,107	\$79,332	\$0	\$0	\$95,440	\$0	\$115	\$0	\$115
10	\$16,429	\$87,808	\$0	\$0	\$104,238	\$0	\$117	\$0	\$117
11	\$20,862	\$99,384	\$0	\$0	\$120,246	\$0	\$117	\$0	\$117
12	\$22,542	\$111,880	\$0	\$0	\$134,422	\$0	\$119	\$0	\$120
13	\$25,800	\$122,509	\$0	\$0	\$148,309	\$0	\$119	\$0	\$120
14	\$27,605	\$137,857	\$0	\$0	\$165,462	\$0	\$122	\$0	\$122
15	\$28,893	\$143,793	\$0	\$0	\$172,686	\$0	\$122	\$0	\$122
16	\$29,471	\$153,950	\$0	\$0	\$183,421	\$0	\$124	\$0	\$125
17	\$30,785	\$159,435	\$0	\$0	\$190,220	\$0	\$124	\$0	\$125
18	\$31,401	\$167,333	\$0	\$0	\$198,734	\$0	\$127	\$0	\$127
19	\$31,401	\$169,572	\$0	\$0	\$200,972	\$0	\$127	\$0	\$127
20	\$32,029	\$173,845	\$0	\$0	\$205,874	\$0	\$129	\$0	\$130
21	\$32,029	\$173,845	\$0	\$0	\$205,874	\$0	\$129	\$0	\$130
22	\$32,669	\$177,321	\$0	\$0	\$209,990	\$1	\$132	\$0	\$132
23	\$32,669	\$177,321	\$0	\$0	\$209,990	\$1	\$132	\$0	\$132
24	\$33,323	\$234,362	\$0	\$0	\$267,685	\$1	\$134	\$0	\$135
25	\$33,323	\$234,339	\$0	\$55,625	\$323,287	\$1	\$134	\$0	\$135
26	\$33,989	\$298,947	\$0	\$113,283	\$446,220	\$1	\$137	\$0	\$138
27	\$33,989	\$298,905	\$0	\$113,283	\$446,178	\$1	\$137	\$0	\$138
28	\$34,669	\$304,883	\$0	\$115,549	\$455,101	\$1	\$140	\$0	\$140
29	\$34,669	\$345,240	\$0	\$75,196	\$455,105	\$1	\$140	\$0	\$140
30	\$35,362	\$352,139	\$0	\$76,700	\$464,202	\$1	\$143	\$0	\$143
31	\$35,362	\$352,139	\$0	\$76,700	\$464,202	\$1	\$143	\$0	\$143
32	\$36,070	\$432,825	\$0	\$2,671	\$471,565	\$1	\$145	\$0	\$146
Total	\$779,975	\$5,261,054	\$0	\$629,007	\$6,670,036	\$15	\$3,987	\$0	\$4,003

Cost Benefit Analysis – Zoological District

Year	Sales Tax	With Development					Without Development				
		SRD Exempt Taxes	SRD Real Property Tax	Personal Property Tax	SRD EATs Surplus	Total	Sales Tax	SRD Exempt Taxes	Non-SRD Real Property Tax	Personal Property Tax	Total
1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2	\$4,470	\$0	\$0	\$0	\$0	\$4,470	\$0	\$0	\$0	\$0	\$0
3	\$9,073	\$0	\$0	\$0	\$0	\$9,073	\$0	\$0	\$0	\$0	\$0
4	\$10,359	\$0	\$0	\$0	\$0	\$10,359	\$0	\$0	\$0	\$0	\$0
5	\$11,682	\$0	\$0	\$0	\$0	\$11,682	\$0	\$0	\$0	\$0	\$0
6	\$13,041	\$0	\$0	\$0	\$0	\$13,041	\$0	\$0	\$0	\$0	\$0
7	\$22,675	\$0	\$0	\$0	\$0	\$22,675	\$0	\$0	\$0	\$0	\$0
8	\$37,216	\$0	\$0	\$0	\$0	\$37,216	\$0	\$0	\$0	\$0	\$0
9	\$44,413	\$0	\$0	\$0	\$0	\$44,413	\$0	\$0	\$0	\$0	\$0
10	\$45,080	\$0	\$0	\$0	\$0	\$45,080	\$0	\$0	\$0	\$0	\$0
11	\$50,013	\$0	\$0	\$0	\$0	\$50,013	\$0	\$0	\$0	\$0	\$0
12	\$55,093	\$0	\$0	\$0	\$0	\$55,093	\$0	\$0	\$0	\$0	\$0
13	\$60,305	\$0	\$0	\$0	\$0	\$60,305	\$0	\$0	\$0	\$0	\$0
14	\$65,669	\$0	\$0	\$0	\$0	\$65,669	\$0	\$0	\$0	\$0	\$0
15	\$66,654	\$0	\$0	\$0	\$0	\$66,654	\$0	\$0	\$0	\$0	\$0
16	\$67,654	\$0	\$0	\$0	\$0	\$67,654	\$0	\$0	\$0	\$0	\$0
17	\$68,668	\$0	\$0	\$0	\$0	\$68,668	\$0	\$0	\$0	\$0	\$0
18	\$69,698	\$0	\$0	\$0	\$0	\$69,698	\$0	\$0	\$0	\$0	\$0
19	\$70,744	\$0	\$0	\$0	\$0	\$70,744	\$0	\$0	\$0	\$0	\$0
20	\$71,805	\$0	\$0	\$0	\$0	\$71,805	\$0	\$0	\$0	\$0	\$0
21	\$72,882	\$0	\$0	\$0	\$0	\$72,882	\$0	\$0	\$0	\$0	\$0
22	\$73,975	\$0	\$0	\$0	\$0	\$73,975	\$0	\$0	\$0	\$0	\$0
23	\$75,085	\$0	\$0	\$0	\$0	\$75,085	\$0	\$0	\$0	\$0	\$0
24	\$86,811	\$0	\$0	\$0	\$0	\$86,811	\$0	\$0	\$0	\$0	\$0
25	\$88,114	\$0	\$0	\$0	\$25,193	\$113,306	\$0	\$0	\$0	\$0	\$0
26	\$98,131	\$0	\$0	\$0	\$47,485	\$145,616	\$0	\$0	\$0	\$0	\$0
27	\$99,603	\$0	\$0	\$0	\$48,197	\$147,800	\$0	\$0	\$0	\$0	\$0
28	\$131,255	\$0	\$0	\$0	\$48,920	\$180,175	\$0	\$0	\$0	\$0	\$0
29	\$133,224	\$0	\$0	\$0	\$19,044	\$152,268	\$0	\$0	\$0	\$0	\$0
30	\$135,222	\$0	\$0	\$0	\$19,329	\$154,552	\$0	\$0	\$0	\$0	\$0
31	\$137,251	\$0	\$0	\$0	\$19,619	\$156,870	\$0	\$0	\$0	\$0	\$0
32	\$159,223	\$0	\$0	\$0	\$0	\$159,223	\$0	\$0	\$0	\$0	\$0
Total	\$2,135,089	\$0	\$0	\$0	\$227,787	\$2,362,877	\$0	\$0	\$0	\$0	\$0

EXHIBIT 11

Direct Tax Impact Analysis All Taxing Jurisdictions

Year	Incremental Non-SRD Revenue				SRD PILOT Surplus	SRD EATs Surplus	Total Tax Impact
	Sales Tax	SRD Exempt Taxes*	Non-SRD Real Property Taxes	Personal Property Tax			
1	\$0	\$0	\$9,676	\$0	\$0	\$0	\$9,676
2	\$165,386	\$229,154	\$230,489	\$0	\$0	\$0	\$625,029
3	\$335,696	\$514,302	\$1,265,870	\$0	\$0	\$0	\$2,115,868
4	\$383,300	\$551,336	\$2,391,525	\$0	\$0	\$0	\$3,326,161
5	\$432,229	\$666,194	\$3,990,218	\$0	\$0	\$0	\$5,088,642
6	\$482,503	\$959,902	\$4,974,819	\$0	\$0	\$0	\$6,417,224
7	\$838,966	\$1,229,888	\$5,555,201	\$0	\$0	\$0	\$7,624,055
8	\$1,377,004	\$1,419,167	\$6,440,588	\$0	\$0	\$0	\$9,236,760
9	\$1,643,293	\$1,535,420	\$7,247,947	\$0	\$0	\$0	\$10,426,660
10	\$1,667,943	\$1,568,650	\$8,022,301	\$0	\$0	\$0	\$11,258,894
11	\$1,850,472	\$1,988,158	\$9,079,879	\$0	\$0	\$0	\$12,918,509
12	\$2,038,455	\$2,151,973	\$10,221,518	\$0	\$0	\$0	\$14,411,946
13	\$2,231,295	\$2,459,178	\$11,192,671	\$0	\$0	\$0	\$15,883,144
14	\$2,429,742	\$2,633,146	\$12,594,880	\$0	\$0	\$0	\$17,657,768
15	\$2,466,189	\$2,755,251	\$13,137,202	\$0	\$0	\$0	\$18,358,642
16	\$2,503,181	\$2,812,965	\$14,065,170	\$0	\$0	\$0	\$19,381,317
17	\$2,540,729	\$2,937,408	\$14,566,285	\$0	\$0	\$0	\$20,044,423
18	\$2,578,840	\$2,997,989	\$15,287,808	\$0	\$0	\$0	\$20,864,637
19	\$2,617,523	\$2,998,804	\$15,492,352	\$0	\$0	\$0	\$21,108,679
20	\$2,656,786	\$3,059,089	\$15,882,815	\$0	\$0	\$0	\$21,598,690
21	\$2,696,637	\$3,059,089	\$15,882,815	\$0	\$0	\$0	\$21,638,541
22	\$2,737,087	\$3,120,271	\$16,200,352	\$0	\$0	\$0	\$22,057,710
23	\$2,778,143	\$3,120,271	\$16,200,352	\$0	\$0	\$0	\$22,098,767
24	\$3,212,022	\$3,182,677	\$21,411,710	\$0	\$0	\$0	\$27,806,409
25	\$3,260,202	\$3,182,677	\$21,409,631	\$0	\$5,081,978	\$932,136	\$33,866,624
26	\$3,630,860	\$3,246,330	\$27,312,335	\$0	\$10,349,734	\$1,756,941	\$46,296,199
27	\$3,685,323	\$3,246,330	\$27,308,504	\$0	\$10,349,734	\$1,783,295	\$46,373,186
28	\$4,856,443	\$3,311,257	\$27,854,640	\$0	\$10,556,742	\$1,810,044	\$48,389,126
29	\$4,929,290	\$3,311,257	\$31,541,741	\$0	\$6,870,038	\$704,617	\$47,356,944
30	\$5,003,229	\$3,377,482	\$32,172,043	\$0	\$7,007,450	\$715,186	\$48,275,391
31	\$5,078,278	\$3,377,482	\$32,172,043	\$0	\$7,007,450	\$725,914	\$48,361,167
32	\$5,891,255	\$3,445,008	\$39,543,617	\$0	\$244,019	\$0	\$49,123,899
Total	\$78,998,304	\$74,448,106	\$480,658,998	\$0	\$57,467,144	\$8,428,134	\$700,000,686

*Replacement tax and blind pension fund portion of real estate taxes, both of which are exempt from SRD. The following sheets set forth the portion of Replacement Tax estimated to be distributed to each taxing district. None of Blind Pension Fund revenue is distributed to the taxing

Direct Tax Impact Analysis – City

Year	Incremental Non-SRD Revenue				SRD PILOT Surplus	SRD EATs Surplus	Total Tax Impact
	Sales Tax	SRD Exempt Taxes	Non-SRD Real Property Taxes	Personal Property Tax			
1	\$0	\$0	\$985	\$0	\$0	\$0	\$985
2	\$120,687	\$22,789	\$23,456	\$0	\$0	\$0	\$166,932
3	\$244,968	\$50,729	\$128,823	\$0	\$0	\$0	\$424,519
4	\$279,706	\$53,842	\$243,377	\$0	\$0	\$0	\$576,924
5	\$315,411	\$64,693	\$406,070	\$0	\$0	\$0	\$786,173
6	\$352,097	\$93,526	\$506,269	\$0	\$0	\$0	\$951,893
7	\$612,218	\$120,086	\$565,333	\$0	\$0	\$0	\$1,297,637
8	\$1,004,841	\$138,469	\$655,435	\$0	\$0	\$0	\$1,798,745
9	\$1,199,160	\$149,758	\$737,597	\$0	\$0	\$0	\$2,086,515
10	\$1,217,147	\$152,753	\$816,400	\$0	\$0	\$0	\$2,186,301
11	\$1,350,344	\$193,963	\$924,026	\$0	\$0	\$0	\$2,468,334
12	\$1,487,521	\$209,587	\$1,040,207	\$0	\$0	\$0	\$2,737,315
13	\$1,628,242	\$239,877	\$1,139,037	\$0	\$0	\$0	\$3,007,157
14	\$1,773,055	\$256,655	\$1,281,735	\$0	\$0	\$0	\$3,311,445
15	\$1,799,651	\$268,635	\$1,336,925	\$0	\$0	\$0	\$3,405,211
16	\$1,826,646	\$274,007	\$1,431,361	\$0	\$0	\$0	\$3,532,014
17	\$1,854,046	\$286,227	\$1,482,358	\$0	\$0	\$0	\$3,622,630
18	\$1,881,856	\$291,951	\$1,555,784	\$0	\$0	\$0	\$3,729,592
19	\$1,910,084	\$291,951	\$1,576,600	\$0	\$0	\$0	\$3,778,635
20	\$1,938,735	\$297,790	\$1,616,336	\$0	\$0	\$0	\$3,852,862
21	\$1,967,816	\$297,790	\$1,616,336	\$0	\$0	\$0	\$3,881,943
22	\$1,997,334	\$303,746	\$1,648,651	\$0	\$0	\$0	\$3,949,730
23	\$2,027,294	\$303,746	\$1,648,651	\$0	\$0	\$0	\$3,979,690
24	\$2,343,908	\$309,821	\$2,178,992	\$0	\$0	\$0	\$4,832,721
25	\$2,379,067	\$309,821	\$2,178,780	\$0	\$517,174	\$680,208	\$6,065,049
26	\$2,649,547	\$316,017	\$2,779,477	\$0	\$1,053,255	\$1,282,092	\$8,080,387
27	\$2,689,290	\$316,017	\$2,779,087	\$0	\$1,053,255	\$1,301,323	\$8,138,972
28	\$3,543,891	\$322,338	\$2,834,665	\$0	\$1,074,321	\$1,320,843	\$9,096,058
29	\$3,597,050	\$322,338	\$3,209,888	\$0	\$699,139	\$514,180	\$8,342,594
30	\$3,651,005	\$328,784	\$3,274,031	\$0	\$713,123	\$521,893	\$8,488,837
31	\$3,705,770	\$328,784	\$3,274,031	\$0	\$713,123	\$529,721	\$8,551,430
32	\$4,299,024	\$335,360	\$4,024,210	\$0	\$24,833	\$0	\$8,683,427
Total	\$57,647,411	\$7,251,853	\$48,914,912	\$0	\$5,848,222	\$6,150,260	\$125,812,658

Direct Tax Impact Analysis – County

Year	Incremental Non-SRD Revenue				SRD PILOT Surplus	SRD EATs Surplus	Total Tax Impact
	Sales Tax	SRD Exempt Taxes	Non-SRD Real Property Tax	Personal Property Tax			
1	\$0	\$0	\$181	\$0	\$0	\$0	\$181
2	\$40,229	\$4,181	\$4,304	\$0	\$0	\$0	\$48,714
3	\$81,656	\$9,308	\$23,637	\$0	\$0	\$0	\$114,601
4	\$93,235	\$9,879	\$44,656	\$0	\$0	\$0	\$147,770
5	\$105,137	\$11,870	\$74,507	\$0	\$0	\$0	\$191,514
6	\$117,366	\$17,161	\$92,892	\$0	\$0	\$0	\$227,419
7	\$204,073	\$22,034	\$103,729	\$0	\$0	\$0	\$329,836
8	\$334,947	\$25,407	\$120,262	\$0	\$0	\$0	\$480,616
9	\$399,720	\$27,478	\$135,337	\$0	\$0	\$0	\$562,535
10	\$405,716	\$28,028	\$149,796	\$0	\$0	\$0	\$583,540
11	\$450,115	\$35,589	\$169,544	\$0	\$0	\$0	\$655,248
12	\$495,840	\$38,456	\$190,861	\$0	\$0	\$0	\$725,158
13	\$542,747	\$44,014	\$208,995	\$0	\$0	\$0	\$795,756
14	\$591,018	\$47,092	\$235,178	\$0	\$0	\$0	\$873,288
15	\$599,884	\$49,290	\$245,304	\$0	\$0	\$0	\$894,478
16	\$608,882	\$50,276	\$262,632	\$0	\$0	\$0	\$921,790
17	\$618,015	\$52,518	\$271,989	\$0	\$0	\$0	\$942,522
18	\$627,285	\$53,568	\$285,461	\$0	\$0	\$0	\$966,315
19	\$636,695	\$53,568	\$289,281	\$0	\$0	\$0	\$979,544
20	\$646,245	\$54,640	\$296,572	\$0	\$0	\$0	\$997,457
21	\$655,939	\$54,640	\$296,572	\$0	\$0	\$0	\$1,007,150
22	\$665,778	\$55,733	\$302,501	\$0	\$0	\$0	\$1,024,011
23	\$675,765	\$55,733	\$302,501	\$0	\$0	\$0	\$1,033,998
24	\$781,303	\$56,847	\$399,810	\$0	\$0	\$0	\$1,237,960
25	\$793,022	\$56,847	\$399,771	\$0	\$94,893	\$226,736	\$1,571,270
26	\$883,182	\$57,984	\$509,989	\$0	\$193,255	\$427,364	\$2,071,775
27	\$896,430	\$57,984	\$509,918	\$0	\$193,255	\$433,774	\$2,091,362
28	\$1,181,297	\$59,144	\$520,116	\$0	\$197,121	\$440,281	\$2,397,958
29	\$1,199,017	\$59,144	\$588,963	\$0	\$128,281	\$171,393	\$2,146,797
30	\$1,217,002	\$60,327	\$600,732	\$0	\$130,847	\$173,964	\$2,182,871
31	\$1,235,257	\$60,327	\$600,732	\$0	\$130,847	\$176,574	\$2,203,736
32	\$1,433,008	\$61,533	\$738,378	\$0	\$4,556	\$0	\$2,237,475
Total	\$19,215,804	\$1,330,598	\$8,975,101	\$0	\$1,073,055	\$2,050,087	\$32,644,644

Direct Tax Impact Analysis – Hospital

Year	Incremental Non-SRD Revenue			SRD PILOT Surplus	Total Tax Impact
	SRD Exempt Taxes	Non-SRD Real Property Taxes	Personal Property Tax		
1	\$0	\$167	\$0	\$0	\$167
2	\$3,867	\$3,980	\$0	\$0	\$7,847
3	\$8,608	\$21,859	\$0	\$0	\$30,466
4	\$9,136	\$41,296	\$0	\$0	\$50,432
5	\$10,977	\$68,901	\$0	\$0	\$79,878
6	\$15,869	\$85,903	\$0	\$0	\$101,773
7	\$20,376	\$95,925	\$0	\$0	\$116,301
8	\$23,495	\$111,213	\$0	\$0	\$134,709
9	\$25,411	\$125,155	\$0	\$0	\$150,565
10	\$25,919	\$138,526	\$0	\$0	\$164,445
11	\$32,911	\$156,788	\$0	\$0	\$189,699
12	\$35,563	\$176,501	\$0	\$0	\$212,063
13	\$40,702	\$193,270	\$0	\$0	\$233,972
14	\$43,549	\$217,483	\$0	\$0	\$261,032
15	\$45,582	\$226,848	\$0	\$0	\$272,429
16	\$46,493	\$242,871	\$0	\$0	\$289,365
17	\$48,567	\$251,525	\$0	\$0	\$300,091
18	\$49,538	\$263,984	\$0	\$0	\$313,521
19	\$49,538	\$267,515	\$0	\$0	\$317,053
20	\$50,529	\$274,258	\$0	\$0	\$324,786
21	\$50,529	\$274,258	\$0	\$0	\$324,786
22	\$51,539	\$279,741	\$0	\$0	\$331,280
23	\$51,539	\$279,741	\$0	\$0	\$331,280
24	\$52,570	\$369,729	\$0	\$0	\$422,299
25	\$52,570	\$369,693	\$0	\$87,753	\$510,016
26	\$53,621	\$471,618	\$0	\$178,715	\$703,954
27	\$53,621	\$471,552	\$0	\$178,715	\$703,888
28	\$54,694	\$480,982	\$0	\$182,289	\$717,966
29	\$54,694	\$544,650	\$0	\$118,629	\$717,972
30	\$55,788	\$555,533	\$0	\$121,002	\$732,323
31	\$55,788	\$555,533	\$0	\$121,002	\$732,323
32	\$56,903	\$682,823	\$0	\$4,214	\$743,940
Total	\$1,230,485	\$8,299,819	\$0	\$992,319	\$10,522,623

Direct Tax Impact Analysis – Handicap

Year	Incremental Non-SRD Revenue			SRD PILOT Surplus	Total Tax Impact
	SRD Exempt Taxes	Non-SRD Real Property Tax	Personal Property Tax		
1	\$0	\$127	\$0	\$0	\$127
2	\$2,940	\$3,026	\$0	\$0	\$5,966
3	\$6,545	\$16,620	\$0	\$0	\$23,165
4	\$6,946	\$31,400	\$0	\$0	\$38,346
5	\$8,346	\$52,390	\$0	\$0	\$60,736
6	\$12,066	\$65,317	\$0	\$0	\$77,383
7	\$15,493	\$72,937	\$0	\$0	\$88,430
8	\$17,865	\$84,562	\$0	\$0	\$102,426
9	\$19,321	\$95,162	\$0	\$0	\$114,483
10	\$19,708	\$105,329	\$0	\$0	\$125,036
11	\$25,024	\$119,214	\$0	\$0	\$144,239
12	\$27,040	\$134,203	\$0	\$0	\$161,244
13	\$30,948	\$146,954	\$0	\$0	\$177,902
14	\$33,113	\$165,364	\$0	\$0	\$198,477
15	\$34,658	\$172,485	\$0	\$0	\$207,143
16	\$35,351	\$184,669	\$0	\$0	\$220,020
17	\$36,928	\$191,248	\$0	\$0	\$228,176
18	\$37,666	\$200,721	\$0	\$0	\$238,388
19	\$37,666	\$203,407	\$0	\$0	\$241,073
20	\$38,420	\$208,533	\$0	\$0	\$246,953
21	\$38,420	\$208,533	\$0	\$0	\$246,953
22	\$39,188	\$212,702	\$0	\$0	\$251,891
23	\$39,188	\$212,702	\$0	\$0	\$251,891
24	\$39,972	\$281,125	\$0	\$0	\$321,097
25	\$39,972	\$281,098	\$0	\$66,724	\$387,793
26	\$40,771	\$358,597	\$0	\$135,887	\$535,255
27	\$40,771	\$358,547	\$0	\$135,887	\$535,205
28	\$41,587	\$365,717	\$0	\$138,605	\$545,909
29	\$41,587	\$414,127	\$0	\$90,200	\$545,914
30	\$42,418	\$422,403	\$0	\$92,004	\$556,825
31	\$42,418	\$422,403	\$0	\$92,004	\$556,825
32	\$43,267	\$519,188	\$0	\$3,204	\$565,658
Total	\$935,605	\$6,310,809	\$0	\$754,515	\$8,000,930

Direct Tax Impact Analysis – Library

Year	Incremental Non-SRD Revenue			SRD PILOT Surplus	Total Tax Impact
	SRD Exempt Taxes	Non-SRD Real Property Taxes	Personal Property Tax		
1	\$0	\$429	\$0	\$0	\$429
2	\$9,919	\$10,209	\$0	\$0	\$20,128
3	\$22,079	\$56,069	\$0	\$0	\$78,148
4	\$23,434	\$105,928	\$0	\$0	\$129,362
5	\$28,157	\$176,738	\$0	\$0	\$204,895
6	\$40,707	\$220,349	\$0	\$0	\$261,056
7	\$52,266	\$246,056	\$0	\$0	\$298,322
8	\$60,267	\$285,272	\$0	\$0	\$345,540
9	\$65,181	\$321,032	\$0	\$0	\$386,213
10	\$66,484	\$355,331	\$0	\$0	\$421,815
11	\$84,421	\$402,174	\$0	\$0	\$486,595
12	\$91,221	\$452,741	\$0	\$0	\$543,962
13	\$104,405	\$495,756	\$0	\$0	\$600,160
14	\$111,707	\$557,864	\$0	\$0	\$669,570
15	\$116,921	\$581,885	\$0	\$0	\$698,805
16	\$119,259	\$622,987	\$0	\$0	\$742,246
17	\$124,578	\$645,183	\$0	\$0	\$769,760
18	\$127,069	\$677,141	\$0	\$0	\$804,210
19	\$127,069	\$686,201	\$0	\$0	\$813,270
20	\$129,610	\$703,496	\$0	\$0	\$833,106
21	\$129,610	\$703,496	\$0	\$0	\$833,106
22	\$132,203	\$717,560	\$0	\$0	\$849,763
23	\$132,203	\$717,560	\$0	\$0	\$849,763
24	\$134,847	\$948,386	\$0	\$0	\$1,083,233
25	\$134,847	\$948,294	\$0	\$225,095	\$1,308,237
26	\$137,544	\$1,209,742	\$0	\$458,420	\$1,805,705
27	\$137,544	\$1,209,572	\$0	\$458,420	\$1,805,536
28	\$140,295	\$1,233,762	\$0	\$467,589	\$1,841,645
29	\$140,295	\$1,397,075	\$0	\$304,294	\$1,841,663
30	\$143,100	\$1,424,993	\$0	\$310,380	\$1,878,473
31	\$143,100	\$1,424,993	\$0	\$310,380	\$1,878,473
32	\$145,962	\$1,751,501	\$0	\$10,808	\$1,908,272
Total	\$3,156,303	\$21,289,774	\$0	\$2,545,386	\$26,991,463

Direct Tax Impact Analysis – Health

Year	Incremental Non-SRD Revenue			SRD PILOT Surplus	Total Tax Impact
	SRD Exempt Taxes	Non-SRD Real Property Taxes	Personal Property Tax		
1	\$0	\$106	\$0	\$0	\$106
2	\$2,451	\$2,523	\$0	\$0	\$4,974
3	\$5,456	\$13,856	\$0	\$0	\$19,312
4	\$5,791	\$26,176	\$0	\$0	\$31,967
5	\$6,958	\$43,675	\$0	\$0	\$50,633
6	\$10,059	\$54,452	\$0	\$0	\$64,511
7	\$12,916	\$60,804	\$0	\$0	\$73,720
8	\$14,893	\$70,495	\$0	\$0	\$85,389
9	\$16,107	\$79,332	\$0	\$0	\$95,440
10	\$16,429	\$87,808	\$0	\$0	\$104,238
11	\$20,862	\$99,384	\$0	\$0	\$120,246
12	\$22,542	\$111,880	\$0	\$0	\$134,422
13	\$25,800	\$122,509	\$0	\$0	\$148,309
14	\$27,605	\$137,857	\$0	\$0	\$165,462
15	\$28,893	\$143,793	\$0	\$0	\$172,686
16	\$29,471	\$153,950	\$0	\$0	\$183,421
17	\$30,785	\$159,435	\$0	\$0	\$190,220
18	\$31,401	\$167,333	\$0	\$0	\$198,734
19	\$31,401	\$169,572	\$0	\$0	\$200,972
20	\$32,029	\$173,845	\$0	\$0	\$205,874
21	\$32,029	\$173,845	\$0	\$0	\$205,874
22	\$32,669	\$177,321	\$0	\$0	\$209,990
23	\$32,669	\$177,321	\$0	\$0	\$209,990
24	\$33,323	\$234,362	\$0	\$0	\$267,685
25	\$33,323	\$234,339	\$0	\$55,625	\$323,287
26	\$33,989	\$298,947	\$0	\$113,283	\$446,220
27	\$33,989	\$298,905	\$0	\$113,283	\$446,178
28	\$34,669	\$304,883	\$0	\$115,549	\$455,101
29	\$34,669	\$345,240	\$0	\$75,196	\$455,105
30	\$35,362	\$352,139	\$0	\$76,700	\$464,202
31	\$35,362	\$352,139	\$0	\$76,700	\$464,202
32	\$36,070	\$432,825	\$0	\$2,671	\$471,565
Total	\$779,975	\$5,261,054	\$0	\$629,007	\$6,670,036

Direct tax Impact Analysis – School

Year	Incremental Non-SRD Revenue			SRD PILOT Surplus	Total Tax Impact
	SRD Exempt Taxes	Non-SRD Real Property Taxes	Personal Property Tax		
1	\$0	\$7,325	\$0	\$0	\$7,325
2	\$169,536	\$174,499	\$0	\$0	\$344,034
3	\$377,391	\$958,363	\$0	\$0	\$1,335,754
4	\$400,552	\$1,810,573	\$0	\$0	\$2,211,125
5	\$481,275	\$3,020,910	\$0	\$0	\$3,502,184
6	\$695,779	\$3,766,330	\$0	\$0	\$4,462,109
7	\$893,367	\$4,205,725	\$0	\$0	\$5,099,092
8	\$1,030,125	\$4,876,033	\$0	\$0	\$5,906,158
9	\$1,114,107	\$5,487,267	\$0	\$0	\$6,601,374
10	\$1,136,389	\$6,073,514	\$0	\$0	\$7,209,903
11	\$1,442,967	\$6,874,184	\$0	\$0	\$8,317,151
12	\$1,559,202	\$7,738,495	\$0	\$0	\$9,297,696
13	\$1,784,540	\$8,473,734	\$0	\$0	\$10,258,274
14	\$1,909,353	\$9,535,317	\$0	\$0	\$11,444,670
15	\$1,998,475	\$9,945,898	\$0	\$0	\$11,944,373
16	\$2,038,445	\$10,648,442	\$0	\$0	\$12,686,887
17	\$2,129,350	\$11,027,826	\$0	\$0	\$13,157,176
18	\$2,171,937	\$11,574,076	\$0	\$0	\$13,746,012
19	\$2,171,937	\$11,728,932	\$0	\$0	\$13,900,868
20	\$2,215,375	\$12,024,542	\$0	\$0	\$14,239,918
21	\$2,215,375	\$12,024,542	\$0	\$0	\$14,239,918
22	\$2,259,683	\$12,264,943	\$0	\$0	\$14,524,626
23	\$2,259,683	\$12,264,943	\$0	\$0	\$14,524,626
24	\$2,304,876	\$16,210,352	\$0	\$0	\$18,515,229
25	\$2,304,876	\$16,208,778	\$0	\$3,847,458	\$22,361,112
26	\$2,350,974	\$20,677,590	\$0	\$7,835,564	\$30,864,128
27	\$2,350,974	\$20,674,690	\$0	\$7,835,564	\$30,861,228
28	\$2,397,993	\$21,088,158	\$0	\$7,992,286	\$31,478,437
29	\$2,397,993	\$23,879,584	\$0	\$5,201,160	\$31,478,738
30	\$2,445,953	\$24,356,772	\$0	\$5,305,192	\$32,107,918
31	\$2,445,953	\$24,356,772	\$0	\$5,305,192	\$32,107,918
32	\$2,494,872	\$29,937,635	\$0	\$184,742	\$32,617,249
Total	\$53,949,306	\$363,896,745	\$0	\$43,507,157	\$461,353,209

Direct Tax Impact Analysis - KCJC

Year	Incremental Non-SRD Revenue			SRD PILOT Surplus	Total Tax Impact
	SRD Exempt Taxes	Non-SRD Real Property Taxes	Personal Property Tax		
1	\$0	\$251	\$0	\$0	\$251
2	\$5,800	\$5,970	\$0	\$0	\$11,770
3	\$12,911	\$32,788	\$0	\$0	\$45,699
4	\$13,704	\$61,944	\$0	\$0	\$75,648
5	\$16,465	\$103,352	\$0	\$0	\$119,818
6	\$23,804	\$128,855	\$0	\$0	\$152,659
7	\$30,564	\$143,887	\$0	\$0	\$174,451
8	\$35,243	\$166,820	\$0	\$0	\$202,063
9	\$38,116	\$187,732	\$0	\$0	\$225,848
10	\$38,878	\$207,789	\$0	\$0	\$246,667
11	\$49,367	\$235,181	\$0	\$0	\$284,549
12	\$53,344	\$264,751	\$0	\$0	\$318,095
13	\$61,053	\$289,906	\$0	\$0	\$350,959
14	\$65,323	\$326,225	\$0	\$0	\$391,548
15	\$68,372	\$340,272	\$0	\$0	\$408,644
16	\$69,740	\$364,307	\$0	\$0	\$434,047
17	\$72,850	\$377,287	\$0	\$0	\$450,137
18	\$74,307	\$395,975	\$0	\$0	\$470,282
19	\$74,307	\$401,273	\$0	\$0	\$475,580
20	\$75,793	\$411,387	\$0	\$0	\$487,180
21	\$75,793	\$411,387	\$0	\$0	\$487,180
22	\$77,309	\$419,611	\$0	\$0	\$496,920
23	\$77,309	\$419,611	\$0	\$0	\$496,920
24	\$78,855	\$554,593	\$0	\$0	\$633,448
25	\$78,855	\$554,539	\$0	\$131,630	\$765,024
26	\$80,432	\$707,427	\$0	\$268,072	\$1,055,931
27	\$80,432	\$707,328	\$0	\$268,072	\$1,055,832
28	\$82,041	\$721,473	\$0	\$273,434	\$1,076,948
29	\$82,041	\$816,974	\$0	\$177,943	\$1,076,959
30	\$83,682	\$833,300	\$0	\$181,503	\$1,098,484
31	\$83,682	\$833,300	\$0	\$181,503	\$1,098,484
32	\$85,355	\$1,024,234	\$0	\$6,320	\$1,115,910
Total	\$1,845,728	\$12,449,729	\$0	\$1,488,478	\$15,783,935

Direct Tax Impact Analysis – Mental Health

Year	Incremental Non-SRD Revenue			SRD PILOT Surplus	Total Tax Impact
	SRD Exempt Taxes	Non-SRD Real Property Taxes	Personal Property Tax		
1	\$0	\$106	\$0	\$0	\$106
2	\$2,451	\$2,523	\$0	\$0	\$4,974
3	\$5,456	\$13,856	\$0	\$0	\$19,312
4	\$5,791	\$26,176	\$0	\$0	\$31,967
5	\$6,958	\$43,675	\$0	\$0	\$50,633
6	\$10,059	\$54,452	\$0	\$0	\$64,511
7	\$12,916	\$60,804	\$0	\$0	\$73,720
8	\$14,893	\$70,495	\$0	\$0	\$85,389
9	\$16,107	\$79,332	\$0	\$0	\$95,440
10	\$16,429	\$87,808	\$0	\$0	\$104,238
11	\$20,862	\$99,384	\$0	\$0	\$120,246
12	\$22,542	\$111,880	\$0	\$0	\$134,422
13	\$25,800	\$122,509	\$0	\$0	\$148,309
14	\$27,605	\$137,857	\$0	\$0	\$165,462
15	\$28,893	\$143,793	\$0	\$0	\$172,686
16	\$29,471	\$153,950	\$0	\$0	\$183,421
17	\$30,785	\$159,435	\$0	\$0	\$190,220
18	\$31,401	\$167,333	\$0	\$0	\$198,734
19	\$31,401	\$169,572	\$0	\$0	\$200,972
20	\$32,029	\$173,845	\$0	\$0	\$205,874
21	\$32,029	\$173,845	\$0	\$0	\$205,874
22	\$32,669	\$177,321	\$0	\$0	\$209,990
23	\$32,669	\$177,321	\$0	\$0	\$209,990
24	\$33,323	\$234,362	\$0	\$0	\$267,685
25	\$33,323	\$234,339	\$0	\$55,625	\$323,287
26	\$33,989	\$298,947	\$0	\$113,283	\$446,220
27	\$33,989	\$298,905	\$0	\$113,283	\$446,178
28	\$34,669	\$304,883	\$0	\$115,549	\$455,101
29	\$34,669	\$345,240	\$0	\$75,196	\$455,105
30	\$35,362	\$352,139	\$0	\$76,700	\$464,202
31	\$35,362	\$352,139	\$0	\$76,700	\$464,202
32	\$36,070	\$432,825	\$0	\$2,671	\$471,565
Total	\$779,975	\$5,261,054	\$0	\$629,007	\$6,670,036

Direct Tax Impact Analysis – Zoological District

Year	Incremental Non-SRD Revenue			SRD EATs Surplus	Total Tax Impact
	Sales Tax	Non-SRD Real Property Taxes	Personal Property Tax		
1	\$0	\$0	\$0	\$0	\$0
2	\$4,470	\$0	\$0	\$0	\$4,470
3	\$9,073	\$0	\$0	\$0	\$9,073
4	\$10,359	\$0	\$0	\$0	\$10,359
5	\$11,682	\$0	\$0	\$0	\$11,682
6	\$13,041	\$0	\$0	\$0	\$13,041
7	\$22,675	\$0	\$0	\$0	\$22,675
8	\$37,216	\$0	\$0	\$0	\$37,216
9	\$44,413	\$0	\$0	\$0	\$44,413
10	\$45,080	\$0	\$0	\$0	\$45,080
11	\$50,013	\$0	\$0	\$0	\$50,013
12	\$55,093	\$0	\$0	\$0	\$55,093
13	\$60,305	\$0	\$0	\$0	\$60,305
14	\$65,669	\$0	\$0	\$0	\$65,669
15	\$66,654	\$0	\$0	\$0	\$66,654
16	\$67,654	\$0	\$0	\$0	\$67,654
17	\$68,668	\$0	\$0	\$0	\$68,668
18	\$69,698	\$0	\$0	\$0	\$69,698
19	\$70,744	\$0	\$0	\$0	\$70,744
20	\$71,805	\$0	\$0	\$0	\$71,805
21	\$72,882	\$0	\$0	\$0	\$72,882
22	\$73,975	\$0	\$0	\$0	\$73,975
23	\$75,085	\$0	\$0	\$0	\$75,085
24	\$86,811	\$0	\$0	\$0	\$86,811
25	\$88,114	\$0	\$0	\$25,193	\$113,306
26	\$98,131	\$0	\$0	\$47,485	\$145,616
27	\$99,603	\$0	\$0	\$48,197	\$147,800
28	\$131,255	\$0	\$0	\$48,920	\$180,175
29	\$133,224	\$0	\$0	\$19,044	\$152,268
30	\$135,222	\$0	\$0	\$19,329	\$154,552
31	\$137,251	\$0	\$0	\$19,619	\$156,870
32	\$159,223	\$0	\$0	\$0	\$159,223
Total	\$2,135,089	\$0	\$0	\$227,787	\$2,362,877

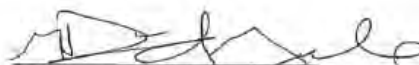
EXHIBIT 12

Developer Affidavit

State of Missouri)
)
County of Jackson) ss.

COMES NOW, the undersigned Affiants, and being first duly sworn on oath, states as follows:

1. Affiants are each over the age of eighteen (18) and competent to testify to the following matters of my own knowledge and on behalf of GaleHart Communities LLC, a Missouri limited liability company (the "Company").
2. Affiants are the Co-Managing Members of the Company, the developer of the Redevelopment Projects described in the Montage Tax Increment Financing Plan (the "TIF Plan").
3. The Redevelopment Area as defined in the TIF Plan on the whole (a) is a "Economic Developer Area" as that term is defined in the TIF Plan, and (b) has not been subject to growth and development through investment by private enterprise.
4. The Redevelopment Area would not reasonably be anticipated to be developed without the adoption of tax increment financing.
5. The Company would not and could not be reasonably expected to develop the Redevelopment Area without the adoption of the TIF Plan.
6. The TIF Plan does not include the initial development or redevelopment of any gambling establishment.
7. The redevelopment plan conforms to the comprehensive plan for the development of the municipality as a whole.


G. David Gale


Thomas F. Hart

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this 5 day of August, 2022.

My Commission Expires:

July 4, 2026

KORI GARRETT
Notary Public-Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires JULY 4, 2026
Commission #18840558


Notary Public

Kori Garrett
Printed Name

EXHIBIT 13

Relocation Assistance Plan

It is anticipated that no relocation assistance will be needed in the Redevelopment Area. However, in the event relocation of any occupant is necessary, it will be carried out in accordance with Section 523.205 of the Revised Statutes of Missouri, and pursuant to the following Relocation Assistance Plan:

Section 1. Definitions. The following terms shall have the meanings set forth below for purposes of this Relocation Assistance Plan. Capitalized terms not otherwise defined shall have the meaning set forth in the Montage Tax Increment Financing Plan (the “TIF Plan”).

Business: Any lawful activity that is conducted: (a) primarily for the purchase, sale or use of personal or real property or for the manufacture, processing or marketing of products or commodities; or (b) primarily for the sale of services to the public; or (c) on a not-for-profit basis by any organization that has obtained an exemption from the payment of federal income taxes as provided in Section 501(c)(3) of Title 26, U.S.C., as amended, and veterans organizations.

Decent, Safe and Sanitary Dwelling: A dwelling which meets applicable housing and occupancy codes. The dwelling shall:

Be structurally sound, weathertight and in good repair;

Contain a safe electrical wiring system;

Contain an adequate heating system;

Be adequate in size with respect to the number of rooms needed to accommodate the Displaced Person; and

For a Handicapped Displaced Person, be free of any barriers which would preclude reasonable ingress, egress or use of the dwelling.

Displaced Person: Any Person that moves from the real property which is within the Redevelopment Area or moves such Person's personal property from real property that is within the Redevelopment Area permanently and voluntarily as a direct result of the acquisition, rehabilitation or demolition of, or the written notice of intent to acquire, such real property, in whole or in part, for a public purpose.

Eligible Displaced Person: Any Displaced Person who occupied the real property to be acquired for not less than ninety (90) days prior to the initiation of negotiations and who is required to vacate such real property.

Handicapped Displaced Person: Any Displaced Person who is deaf, legally blind or orthopedically disabled to the extent that; (i) acquisition of another residence presents a greater burden than other Persons would encounter, or (ii) modifications to the replacement residence would be necessary.

Person: Any individual, family, partnership, corporation or association, that has a legal right to occupy the property, including but not limited to, month-to-month tenants.

Referral Site Notice: The written notice of referral sites to be provided to Displaced Persons by the Developer pursuant to Section 5 of this Relocation Assistance Plan.

Relocation Payment: The payment to be made from the Montage Special Allocation Fund to an Eligible Displaced Person pursuant to Section 7 of this Relocation Assistance Plan.

Section 2. Preliminary Notice of Project. A general information notice shall be issued upon approval and selection of Developer as the redeveloper for the Redevelopment Area which shall inform Eligible Displaced Persons of the Project, including the potential acquisition of the property.

Section 3. Availability of Relocation Assistance. All Eligible Displaced Persons shall have the right to receive relocation assistance in accordance with the terms of this Relocation Assistance Plan. In no event shall relocation assistance be provided to any Person who purposely resides or locates such Person's Business in the Redevelopment Area solely for the purpose of obtaining relocation benefits.

Section 4. Notice to Vacate. The Developer shall give to every Displaced Person a written notice to vacate not less than ninety (90) days prior to the date such Displaced Person is required to vacate its premises.

Section 5. Referrals. The Developer shall provide each Displaced Person occupying a residence in the Redevelopment Area with written notice of a minimum of three (3) Decent, Safe and Sanitary Dwelling referrals and shall provide each Displaced Person operating a Business in the Redevelopment Area with written notice of a minimum of three (3) suitable referral sites for such Business. The Referral Site Notice shall be provided to all Displaced Persons ninety (90) days prior to the date such Displaced Person is required to vacate its respective premises. The Developer shall make arrangements for transportation for Displaced Persons to inspect referral sites upon receipt of a written request from such Displaced Person for transportation addressed to the Developer in care of Husch Blackwell LLP, 4801 Main St., Ste. 1000, Kansas City, Missouri 64112, Attn: Charles G. Renner, Esq.

Section 6. Notice of Relocation Plan. As soon as feasible after the execution of the redevelopment agreement and concurrently with the provision of the notice to vacate, the Developer shall notify Eligible Displaced Persons in writing of the availability of Relocation Payments and assistance under this Relocation Assistance Plan.

Section 7. Relocation Payments. Each Eligible Displaced Person shall be entitled to the following Relocation Payment from the Montage Special Allocation Fund.

Residential Displaced Persons. Each Eligible Displaced Person occupying a residence in the Redevelopment Area shall be provided with, at the option of such Eligible Displaced Person, either: (a) a One Thousand Dollar (\$1,000) fixed moving expenses payment; or (b) Actual reasonable costs of relocation including, but not limited to, actual moving costs, utility deposits, key deposits, storage of personal property up to one month, utility transfer and connection fees and other initial rehousing deposits including first and last month's rent and security deposit. Such costs of relocation shall not include the cost of a replacement property or any capital improvements thereto. Each such Eligible Displaced Person must elect one of the foregoing payment options and give notice of such election to the Developer not less than thirty (30) days prior to the date such Displaced Person is required to vacate its premises.

Displaced Businesses. Each Eligible Displaced Person operating a Business located in the Redevelopment Area shall be provided with, at the option of such Eligible Displaced Person, either: (a) a Three Thousand dollar (\$3,000) fixed moving expense payment and up to an additional Ten Thousand dollars (\$10,000) for reestablishment expenses (reestablishment expenses are limited to costs incurred for physical improvements to the replacement property to accommodate the particular business at issue), or (b) actual costs of moving including costs for packing, crating, disconnection, dismantling, reassembling and installing all personal equipment and costs for relettering similar signs and similar replacement stationery, and up to an additional Ten Thousand dollars (\$10,000) for reestablishment expenses. Reestablishment expenses are limited to actual costs incurred for physical improvements to the replacement property to accommodate the particular business at issue. Each such Eligible Displaced Person must elect

one of the foregoing payment options and give notice of such election to the Developer not less than thirty (30) days to the date such Displaced Person is required to vacate its premises.

Special Needs. Any Displaced Person who believes that such Displaced Person has any special needs as the result of such Displaced Person's income, age, size of family, nature of business, availability of suitable replacement facilities and vacancy rates of affordable facilities may advise the Developer of such needs and such needs shall be given specific consideration with respect to the relocation benefits offered to such Displaced Person. To notify the Developer of such special needs, the Displaced Person having such needs must deliver written notice to the Developer in care of Husch Blackwell LLP, 4801 Main St., Ste. 1000, Kansas City, Missouri 64112, Attn: Charles G. Renner, Esq. Such notice shall identify the special needs and the basis of the special need. The Developer reserves the right to require from any Displaced Person claiming special needs reasonable evidence of the alleged facts upon which a claim for special needs is based (by way of example, copies of income tax returns if income is an issue).

Section 8. Deadline for Claims and Payments. All claims for Relocation Payments shall be filed by the Displaced Person with the Developer within six (6) months after: (a) for tenants, the date of displacement, or (b) for owners, the date of displacement or the final payment for the acquisition of the real property, whichever is later. Payment for a satisfactory claim for Relocation Payments shall be made by the Developer within thirty (30) days following the Developer's receipt of sufficient documentation to support the claim.

Section 9. Advance Payment. If an Eligible Displaced Person demonstrates the need for an advance payment of the Relocation Payment in order to avoid or reduce a hardship, the Developer shall issue the Relocation Payment subject to such safeguards as the Developer may

reasonably establish and that are appropriate to ensure that the objective of the Relocation Payment is accomplished.

Section 10. Waiver of Payment. Any Eligible Displaced Person, who is also the owner of the applicable real property, may waive Relocation Payments as part of the negotiations for acquisition of the real property owned by such Eligible Displaced Person. Such waiver shall be in writing, shall disclose the Eligible Displaced Person's knowledge of the provisions of this Relocation Assistance Plan and Section 523.205 of the Revised Statutes of Missouri and knowledge of entitlement to Relocation Payments under this Relocation Assistance Plan, and shall be filed with the Developer. Any such waiver shall not include a waiver of any of the notice provisions contained in this Relocation Assistance Plan.

Section 11. Reports. The Developer shall deliver a report to the City which report shall include, without limitation:

The addresses of all occupied residential buildings and structures within the
Redevelopment Area;

The name and addresses of all Displaced Persons;

Specific relocation payments to be made to each Displaced Person; and

A sample form of all notices provided to each Displaced Person.

Section 12. Amendment. In the event that a court of competent jurisdiction determines that this Relocation Assistance Plan does not satisfy the minimum requirements of Section 523.205 of the Revised Statutes of Missouri, then this Relocation Assistance Plan shall be automatically and retroactively amended to the minimum extent necessary to bring this Relocation Assistance Plan in conformity with the minimum requirements of Section 523.205 of the Revised Statutes of Missouri.

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE MONTAGE TAX INCREMENT FINANCING PLAN, ESTABLISHING A REDEVELOPMENT AREA, DESIGNATING GALEHART COMMUNITIES, LLC AS THE DEVELOPER OF PROJECTS 1, 2, 3, 4 AND 5 AND AUTHORIZING THE MAYOR TO EXECUTE A TAX INCREMENT FINANCING CONTRACT WITH GALEHART COMMUNITIES, LLC FOR IMPLEMENTATION OF THE MONTAGE TAX INCREMENT FINANCING PLAN.

WHEREAS, in August 2022, in response to a request for proposal from the City of Liberty (the "City") to redevelop approximately 694 acres of property generally bounded to the west by N. Church Road, to the north by N.E. 112th Street, to the east by Interstate 35, and to the south by N.E. 69 Highway in the City of Liberty (the "Redevelopment Area"), a proposal was received by GaleHart Communities LLC to establish and implement the Montage Tax Increment Financing Plan (the "Redevelopment Plan") pursuant to the provisions of the Real Property Tax Increment Allocation Act, Sections 99.800 to 99.865., RSMo (the "Act"); and

WHEREAS, pursuant to the Act, the Tax Increment Financing Commission for the City of Liberty (the "Commission") notified the affected taxing jurisdictions of their right to designate representatives to serve as members of the Commission for the purpose of conducting a public hearing and making recommendations with respect to the Redevelopment Plan to the City Council of the City of Liberty, Missouri (the "City Council"); and

WHEREAS, Clay County designated six representatives to serve as members of the Commission, the Liberty School District designated two representatives to serve as members of the Commission, and the other affected taxing jurisdictions designated a representative to serve as member of the Commission; and

WHEREAS, notice of a public hearing on August 30, 2022, before the Commission to discuss the proposed Redevelopment Plan and Redevelopment Projects included therein, was provided in accordance with the provisions of the Act; and

WHEREAS, on August 30, 2022, the public hearing was opened and all interested parties were provided with an opportunity to present evidence and hear testimony regarding the proposed Redevelopment Plan and Redevelopment Projects and, on said date, the Commission having heard and considered the comments, testimony, and other evidence adduced at the public hearing, closed the public hearing and voted to adopt resolutions recommending to the City Council that specific findings be made regarding the Redevelopment Plan, approval and adoption of the Redevelopment Plan, the designation of the Redevelopment Area and Redevelopment Projects 1, 2, 3, 4 and 5 included therein, and the designation of GaleHart Communities LLC (the "Developer") as the developer of Redevelopment Projects 1, 2, 3, 4 and 5; and

ORDINANCE NO. _____ (CONT.)

WHEREAS, on September ____, 2022, the City Council considered the Redevelopment Plan and the recommendations of the Commission to approve the Redevelopment Plan, the designation of the Redevelopment Area and Redevelopment Projects 1, 2, 3, 4 and 5 included therein, and the designation of Developer as the developer for Redevelopment Projects 1, 2, 3, 4 and 5; and

WHEREAS, the City Council having heard and considered the comments, testimony, and other evidence adduced at the meeting, and the evidence and testimony submitted at the Commission public hearing, desires to approve the Redevelopment plan, designate the Redevelopment Area, and designate the Developer as the developer for Redevelopment Projects 1, 2, 3, 4 and 5.

WHEREAS, the Redevelopment Plan contemplates the implementation of the Redevelopment Plan through separate Redevelopment Projects and the adoption of tax increment financing in each of the areas selected for such Redevelopment Projects;

WHEREAS, the parties desire to enter into a Tax Increment Financing Contract for the purpose of setting forth the covenants, agreements and obligations of the City and the Company with respect to the Redevelopment Plan.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Liberty, Clay County, Missouri, as follows:

SECTION I

That the Redevelopment Plan, a copy of which is attached hereto as Exhibit A, is hereby approved and adopted.

SECTION II

That the tracts of land legally described in Exhibit 1 of the Redevelopment Plan attached hereto are hereby designated as a Redevelopment Area.

SECTION III

That the City Council hereby finds that:

1. The Redevelopment Area on the whole is an economic development area and has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of tax increment financing, and such fact is acknowledged by the Developer in an affidavit.

2. The Redevelopment Plan conforms to the City of Liberty Comprehensive Plan.

3. The completion of the specific projects included in the Redevelopment Plan and retirement of obligations incurred to finance redevelopment project costs associated with each project will occur no later than twenty-three (23) years from the adoption of an ordinance approving each project, provided that no ordinance approving

ORDINANCE NO. _____ (CONT.)

a redevelopment project shall be adopted later than ten years from the adoption of the ordinance approving the Redevelopment Plan. No property for a project will be acquired by eminent domain later than five (5) years from the adoption of the ordinance approving the project.

4. A plan has been developed for relocation assistance for businesses and residences.

5. A cost-benefit analysis has been prepared showing the economic impact of the Redevelopment Plan on each taxing district which is at least partially within the boundaries of the Redevelopment Area. The analysis shows the impact on the economy if the projects are not built, and are built pursuant to the Redevelopment Plan. The cost-benefit analysis includes a fiscal impact study on every affected political subdivision, and sufficient information for the Commission to evaluate whether the Redevelopment Plan as proposed is financially feasible.

6. The Redevelopment Plan does not include the initial development or redevelopment of any gambling establishment.

SECTION IV

That the Developer is hereby designated as developer of Redevelopment Projects 1, 2, 3, 4 and 5.

SECTION V

That the designation of the Developer as the developer of Redevelopment Projects 1, 2, 3, 4 and 5 and any reimbursement to the Developer of TIF revenues for reimbursable projects expenses is conditioned upon the execution of a Redevelopment Agreement between the City and the Developer.

SECTION VI

That the Mayor is hereby authorized to execute a Tax Increment Financing Contract with GaleHart Communities LLC, for the implementation of the Montage Tax Increment Financing Plan. A copy of the Contract, in substantial form as that on file with the City Clerk, is hereby approved.

SECTION VI

That this Ordinance shall be in full force and effect from and after its passage by the Council and approval by the Mayor according to law.

ORDINANCE NO. _____ (CONT.)

PASSED by the Council this _____ day of _____, 2022.

MAYOR

ATTEST:

DEPUTY CITY CLERK

Approved by the Mayor this _____ day of _____, 2022.

MAYOR

Ordinance No. _____

Exhibit A

MONTAGE TAX INCREMENT FINANCING PLAN

See following pages

**TAX INCREMENT FINANCING
AND REDEVELOPMENT CONTRACT
BETWEEN
THE CITY OF LIBERTY, MISSOURI
and
GALEHART COMMUNITIES LLC
for the
MONTAGE TAX INCREMENT FINANCING PLAN**

Approved by Ordinance No. _____

Date of Approval: _____

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- B Legal Description of Redevelopment Project Areas
- C Private Project Improvements
- D Public Project Improvements
- E Estimated Redevelopment Schedule
- F Redevelopment Project Cost Budget
- G Payment and Performance Bond Forms

TAX INCREMENT FINANCING CONTRACT

THIS TAX INCREMENT FINANCING CONTRACT (the "**Contract**") is made and entered into as of the ____ day of _____, 2022 (the "**Effective Date**"), by and between **The City of Liberty, Missouri ("City")**, and **GaleHart Communities LLC**, the developer selected by the City ("**Developer**") to implement its plan of redevelopment more fully described herein.

Recitals

A. The Tax Increment Financing Commission of Liberty, Missouri (the "**Commission**") on August 30, 2022, by Resolution No. _____, made certain findings regarding the Montage Tax Increment Financing Plan (the "**Redevelopment Plan**"), recommended that the City select Developer to implement the Redevelopment Plan, and recommended that the City approve the Redevelopment Plan for an area determined to be an Economic Development Area and as set forth in **Exhibit A**, attached hereto and incorporated herein by reference (the "**Redevelopment Area**"). The Redevelopment Area currently lacks basic infrastructure improvements such as sanitary and stormwater sewers, sidewalks, streets and water service, and has remained vacant, unimproved agricultural land. The Redevelopment Plan provides for the construction of certain infrastructure improvements necessary for the Redevelopment Area to be developed into a newly constructed residential, recreational, commercial, retail, office, hotel, and mixed-use development, in five redevelopment projects (each a "**Redevelopment Project**" and collectively the "**Redevelopment Projects**").

B. By Ordinance No. _____, adopted by the City Council of the City (the "**City Council**") on _____, 2022, the City approved the Redevelopment Plan, determined that the Redevelopment Area constitutes an Economic Development Area, determined that the Redevelopment Plan, Redevelopment Area, and Redevelopment Projects met the other applicable requirements of the Act (defined hereinafter), selected Developer to implement the Redevelopment Plan, and authorized the City to enter into this Contract with Developer for the implementation of the Redevelopment Plan.

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

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

A. The terms defined in this Contract which refer to a particular agreement, instrument or document also refer to and include all renewals, extensions, modifications, amendments and restatements of such agreement, instrument or document; provided, that nothing contained in this sentence shall be construed to authorize any such renewal, extension, modification, amendment or restatement other than in accordance with **Section 38** 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. "Business Day," means any day other than a Saturday, Sunday or legal holiday, as designated by the City.

D. "Certificate(s) of Completion and Compliance," means the certificate(s) to be issued by the City Administrator or designee pursuant to Section 10 of this Contract.

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

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

G. "CID Obligations," means the bonds, loans, debentures, notes, special certificates, or other evidences of indebtedness issued by the CID, the City or any other issuer designated by the City, which are to be repaid using revenues of the CID pursuant to the CID Act and TIF Revenue pursuant to the Act, to carry out the Redevelopment Projects or to refinance outstanding Obligations.

H. "CID Sales Tax," a sales tax of up to one percent (1.0%) levied in accordance with the CID Act within a defined area agreed to by the City and the Developer.

I. "City," the City of Liberty, Missouri.

J. "City Administrator," the city administrator of Liberty, Missouri.

K. "City Council," the governing body of Liberty, Missouri.

L. "City Engineer," the city engineer of Liberty, Missouri or his or her designee.

M. "Commission," the Tax Increment Financing Commission of Liberty, Missouri.

N. "County," Clay County, Missouri.

O. "County Assessor," the assessor of Clay County, Missouri.

P. "County Collector," the collector of Clay County, Missouri.

Q. "Debt Service," the amount required for the payment of interest and principal on the Obligations and 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 Private Loans.

R. "Developer," GaleHart Communities LLC, its successors and assigns, subject, however, to the provisions of **Section 31** hereof.

S. "Developer Controlled Improvements," the Project Improvements owned or controlled by Developer or its Affiliates and authorized transferees, successors and assigns pursuant to the provisions of **Section 31** hereof.

T. "Developer Public Project Plans," conceptual, design and engineering plans for the Public Project Improvements as set forth in **Exhibit D**, attached hereto and incorporated herein by reference.

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

V. "Economic Activity Taxes," fifty percent (50%) of the total additional revenue from taxes which are imposed by City (but specifically does not include the City's three-eighths of one percent (0.375%) Economic Development Sales Tax effective April 1, 2015), County or other Taxing Districts, and which are generated by economic activities within the Redevelopment Area over the amount of such taxes generated by economic activities within each Redevelopment Project Area in the calendar year prior to the adoption of the ordinance designating such Redevelopment Project Area, while tax

increment financing remains in effect, but excluding licenses, fees, personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, licenses, fees utility taxes, or special assessments, other than payments in lieu of taxes, until the designation is terminated pursuant to Subsection 2 of Section 99.850 of the Act. If a retail establishment relocates within one (1) year from one facility to another facility within the same County and the City Council 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 retail establishment shall equal the total additional revenues from Economic Activity Taxes which are imposed by the City, County 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 Redevelopment Area.

W. "Economic Development Area," any area or portion of an area located within the territorial limits of a municipality, which does not meet the requirements of subdivisions (1) and (3) of Section 99.805, RSMo., and in which the governing body of the municipality finds that redevelopment will not be solely used for development of commercial businesses which unfairly compete in the local economy and is in the public interest because it will: (a) Discourage commerce, industry or manufacturing from moving their operations to another state; or (b) Result in increased employment in the municipality; or (c) Result in preservation or enhancement of the tax base of the municipality.

X. "Final Completion," means the completion of construction of the Public Project Improvements and acceptance of such Public Project Improvements by the City in accordance with adopted City engineering standards and requirements-

Y. "Finance Director," the Finance Director of the City of Liberty, Missouri.

Z. "Financing Costs," all costs reasonably incurred by the City, the CID, the Developer or other issuer in furtherance of the issuance of Obligations, and/or Private Loans, including, but not limited to, financing loan origination fees not to exceed three percent (3%) 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 expenses, fees and expenses of the City's attorneys (including City Attorney, special TIF counsel and Bond Counsel), the City's Administrative Fees, 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. Financing Costs, relating to Private Loans and Debt Service, including interest thereon shall be a Reimbursable Project Cost over and above the total amount shown in the Redevelopment Project Cost Budget.

AA. "Land Use Approvals," those approvals required pursuant to City's Unified Development Ordinance, Chapter 30 of the Code of the City of Liberty, Missouri, for the construction of the Redevelopment Project.

BB. "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 Liberty, 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 discretion, the applicability or validity of any Legal Requirement.

CC. "MoDOT," means the Missouri Department of Transportation.

DD. "Multifamily Surplus Payments In Lieu of Taxes," means the amount of revenue collected from five percent (5%) of the Payments in Lieu of Taxes attributable to multifamily residential property located within any Redevelopment Project Area selected for a Redevelopment Project, which revenue shall be declared as surplus by the City and shall be distributed annually by the County Collector pursuant to the terms of the Cooperative Agreement to the Taxing Districts on a basis that is proportional to the current collections of revenue that each Taxing District receives from real property within the Redevelopment Area.

EE. "Obligations," means the TIF Obligations and the CID Obligations.

FF. "Obligation Proceeds," the net cash proceeds from the sale of Obligations for payment of Reimbursable Project Costs.

GG. "Ordinance," an ordinance enacted by the City Council.

HH. "Payment in Lieu of Taxes," those estimated revenues from real property taxes in the Redevelopment Area, which revenues according to the Redevelopment Plan are to be used to retire the Obligations, and pay other Reimbursable Project Costs, which Taxing Districts would have received had the City not adopted tax increment allocation financing, and which would result from levies made after the time of the adoption of tax increment allocation financing during the time the current equalized value of real property in the Redevelopment 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 such Redevelopment Project is approved by an Ordinance of the City Council. Payments in lieu of taxes which are due and owing shall constitute a lien against the real estate in the Redevelopment 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.

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

JJ. "Private Loans," means private loans obtained by the Developer, or its successors, assigns or transferees, from third party lending institutions to fund Reimbursable Project Costs.

KK. "Prohibited Uses," shall mean those uses as set forth in **Exhibit C** which are not permitted uses within the Redevelopment Area or Redevelopment Project Area.

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

MM. "Redevelopment Plan," means the Montage Tax Increment Financing Redevelopment Plan approved by the City Council by Ordinance No. ____ on _____, 2022.

NN. "Redevelopment Project and Redevelopment Projects," shall have the meaning set forth in Recital A hereof.

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

PP. "Redevelopment Project Costs," include the sum total of all reasonable or necessary costs incurred or estimated to be incurred, any such costs incidental to the Redevelopment Plan and the Redevelopment Projects. Such costs include, but are not limited to the costs set forth in **Exhibit F**, specifically:

(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 for 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 Projects;

(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, reconstruction, 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 Projects 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, the CID Sales Tax, or the proceeds of Obligations as are estimated in the Redevelopment Project Cost Budget.

RR. "Special Allocation Fund," the fund established by the City into which, as required by the Act, all Payments in Lieu of Taxes and Economic Activity Taxes from Redevelopment Projects are deposited for the purpose of paying Redevelopment Project Costs and Obligations incurred in the payment thereof. The Special Allocation Fund shall contain at least two (2) separate segregated accounts: the Payments in Lieu of Taxes Account and the Economic Activity Taxes Account.

SS. "Single Family Surplus Payments in Lieu of Taxes," means the amount of revenue collected from 85% of the Payments in Lieu of Taxes attributable to single family residential property located within any Redevelopment Project Area selected for a Redevelopment Project, which revenue shall be declared as surplus by the City and shall be distributed annually by the County Collector pursuant to the terms of the Cooperative Agreement to the Taxing Districts on a basis that is proportional to the current collections of revenue that each Taxing District receives from real property within the Redevelopment Area.

TT. "Surplus Payments In Lieu of Taxes," the Multifamily Surplus Payments In Lieu of Taxes and the Single Family Surplus Payments In Lieu of Taxes are collectively, the "Surplus Payments In Lieu of Taxes."

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

VV. "TIF Obligations," bonds, loans, debentures, notes, special certificates, or other evidences of indebtedness issued by the City or any other issuer designated by the City, which are to be repaid using TIF Revenue pursuant to the Act and revenues of the CID pursuant to the CID Act, to carry out the Redevelopment Projects or to refinance outstanding Obligations.

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

XX. "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 Areas immediately after the Ordinance approving each such Redevelopment Project has been approved by the City Council.

YY. "Trustee," the banking or trust entity named as trustee in connection with the issuance of Obligations.

3. Redevelopment Area. The Redevelopment Area consists of approximately 693.85 acres of real property generally bounded to the west by N. Church Road, to the north by N.E. 112th Street, to the east by Interstate 35, and to the south by N.E. 69 Highway, as described and depicted in **Exhibit B** attached hereto. The Parties agree and acknowledge that a portion of the Public Project Improvements contemplated by this Contract are required to be installed outside of the Redevelopment Area pursuant to **Section 7.F**, (the "**Proposed Annexation Area**"). Developer shall negotiate the terms of an annexation agreement with all affected taxing districts and shall present such terms to the City, and the City shall review and evaluate the terms and conditions of annexing the Proposed Annexation Area and may elect, in its sole discretion, to proceed with annexation. In the event that the Proposed Annexation Area is not annexed by the City, then Developer may elect, in its sole discretion, to complete the Public Project Improvements within the Proposed Annexation Area.

4. Redevelopment Projects. The Redevelopment Area consists of five Redevelopment Projects in accordance with the provisions of the Redevelopment Plan and such Redevelopment Projects may only be changed, modified or amended in accordance with the Act.

5. Project Improvements. In accordance with the Act and the terms and conditions of the Redevelopment Plan and this Contract, to ameliorate or satisfy those conditions which are the basis for eligibility and designation of the Redevelopment Area as an Economic Development Area and otherwise eligible as a development area under the Act, Developer shall cause Redevelopment Area to be redeveloped through the construction of the Project Improvements. The Project Improvements consist of: (A) the Private Project Improvements are those certain Project Improvements which will not be owned and maintained by the City, as described in **Exhibit C** attached hereto and incorporated herein by reference, (the "**Private Project Improvements**"); and (B) the Public Project Improvements are those certain Project Improvements which will be owned and maintained by the City, as described in **Exhibit D** attached hereto and incorporated herein by reference (the "**Public Project Improvements**"). The prohibited uses for this Redevelopment Plan/Projects are also listed in **Exhibit C**. The Private Project Improvements and the Public Project Improvements shall collectively be known as the "**Project Improvements**".

6. Redevelopment Schedule.

A. It is the intention of the parties that development activities for the Redevelopment Projects be substantially commenced and completed on or before the estimated dates set forth on **Exhibit E**, as may be reasonably amended from time to time, attached hereto and incorporated herein by reference (the "**Redevelopment Schedule**"). Developer shall construct all Private Project Improvements and all Public Project

Improvements, and shall complete all other development-related activities including, but not necessarily limited to design, land preparation, environmental evaluation and remediation, construction, management, maintenance and procurement of private financing in sufficient time to comply with the Redevelopment Schedule. Changes in the development program contemplated by the Redevelopment Plan that require a Redevelopment Plan statutorily mandated amendment under the Act (as reasonably determined by City) shall be processed in accordance with the Act, and changes in the development program contemplated by the Redevelopment Plan that do not require a statutorily mandated Redevelopment Plan amendment shall be made by agreement of the parties hereto. The parties hereto recognize and agree that market and other conditions may affect the Redevelopment Schedule. Therefore, the Redevelopment Schedule is subject to change and/or modification, with the written approval of City, which shall not be unreasonably conditioned, delayed, or withheld.

B. If as a result of solely the Developer's failure to timely complete its obligations under this Contract for a particular Redevelopment Project and provided that the City has fulfilled all of the terms of this Contract and provided that the delay has not been caused by events not otherwise in control of the Developer, City may require Developer to appear before the City Council to show cause why the Developer's rights to implement the applicable Redevelopment Project shall not be terminated in accordance with **Section 35** hereof.

7. Design and Construction of Public Project Improvements.

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

B. Timing of Public Project Improvements. Prior to the design, engineering, and construction of the Public Project Improvements for a particular Redevelopment Project, Developer shall submit to the City a proposed schedule for the Public Project Improvements for the applicable Redevelopment Project. The Developer shall use commercially reasonable efforts to prioritize the timing, construction, and completion of the Priority Public Safety Improvements and Priority Infrastructure Improvements described in **Exhibit D** before completion of any other Public Project Improvements within the applicable Redevelopment Project. The City Engineer shall approve the schedule as presented or return the schedule with comments, to be resubmitted by Developer until approved by the City Engineer, and such approval shall not be unreasonably withheld. Once the schedule is approved by the City Engineer, City and Developer shall mutually approve and adopt such changes to the Redevelopment Schedule as required to take into account the schedule for the Public Project Improvements approved by the City Engineer.

Such changes to the Redevelopment Schedule shall be approved administratively. The provisions of this **Section 7.B.** and the schedule for the Public Project Improvements are subject to the provisions of **Section 7.C.** hereof.

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

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

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

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

D. **Right of Way Acquisition.**

(1) Developer shall be responsible for acquiring or negotiating for the conveyance of the right-of-way or easements, if any, that are needed to construct the Public Project Improvements, including necessary temporary construction easements. In addition, Developer will convey or cause to be conveyed all rights-of-way or easements upon property owned or controlled by Developer that are needed to construct the Public Project Improvements, including all necessary temporary construction easements. All rights-of-way or easements to be provided by Developer under this **Section 7.D.(1)** shall be provided to City or MoDOT without charge.

(2) In the event that Developer is unable, after good faith negotiations, to acquire some or all of the right-of-way or easements necessary for those Public Project Improvements over which City exercises jurisdiction (the "**Necessary Rights-of-Way**"), Developer shall deliver to City a written request (the "**Developer Request**") for City to acquire any of the Necessary Right-of-Way. If City agrees, at its sole discretion, to attempt to acquire any of the Necessary Rights-of-Way, City will enter into good faith negotiations and, at its option, may exercise its power of eminent domain to acquire any or all of such Necessary Rights-of-Way. In the event City does not obtain the Necessary Right-of-Way, then Developer shall be relieved of its obligations relating to the construction of such contemplated

improvement. However, City and Developer shall cooperate and develop alternative plans and designs which, to the extent possible, can be built within the existing rights of way and easements, or other available rights of way and easements, and the improvements designed and constructed pursuant to such alternative plans and designs shall be deemed to be Public Project Improvements under this Contract.

(3) In the event City enters into good faith negotiations to acquire the Necessary Right-of-Way, prior to the City beginning any work to acquire said Necessary Right-of-Way, Developer shall first deposit into escrow with City an amount equal to one hundred twenty five percent (125%) of the estimated acquisition costs. Acquisition costs paid by City ("**Acquisition Costs**") shall be a Reimbursable Project Cost and shall include, but shall not be limited to: the actual price paid for all rights-of-way or easements, whether determined by negotiation or eminent domain; expenses paid to third parties related to the establishment of acquisition values of rights-of-way or easements, including appraisals, legal fees, other expenses paid to third parties, and expenses incurred by City related to acquisition of rights-of-way or easements, whether through negotiation or eminent domain; and any other reasonable and necessary costs or expenses related to acquisition of the rights-of-way or easements. The acquisition funding agreement shall obligate Developer to reimburse City in full for all Acquisition Costs that result from City's condemnation process for any portion of the Public Project Improvements.

E. Utility Relocation. The parties agree that if costs are incurred associated with relocating the existing utilities, if any, from any existing public or private easement or from any existing right-of-way, as a result of construction of the Public Project Improvements, such costs shall be paid by Developer and are not the responsibility of City; to the extent set forth in the Redevelopment Project Cost Budget, such costs shall be a Reimbursable Project Cost. The parties agree that all costs associated with relocating any existing utilities from any existing right-of-way as a result of construction of the Public Project Improvements, which are not paid by a utility company, shall be paid by Developer and are not the responsibility of City; to the extent set forth in the Redevelopment Project Cost Budget, and such costs shall be a Reimbursable Project Cost.

F. Off-Site Public Project Improvements. It is anticipated by the parties to this Contract that a portion of the Public Project Improvements will be implemented outside the boundaries of the Redevelopment Area as of the Effective Date, and such Public Project Improvements are reasonable, necessary, and incidental to the implementation of the Redevelopment Project. As such, the parties agree that some or a portion of the Public Project Improvements identified or described on **Exhibit D** may be located outside the boundaries of Redevelopment Area but Developer shall never-the-less be obligated to construct such Public Project Improvements, and such off-site Public Project Improvements shall be treated as Redevelopment Project Costs under this Contract.

G. Inspections and Change Orders. City, or its designees, shall have the right to inspect, observe, and oversee the construction of all Public Project Improvements in

order to ascertain and determine that the standards of City have been met. Developer shall obtain City's approval of all change orders over one hundred thousand dollars and no cents (\$100,000) relating to the Public Project Improvements; provided, however, that City shall not unreasonably withhold, delay or condition its consent. The City shall respond within fifteen (15) days to all change orders.

H. Dedication. Upon completion, inspection and approval of the Public Project Improvements by City or MoDOT, Developer shall dedicate the Public Project Improvements to City or MoDOT, as applicable, for its use, operation and maintenance. City and MoDOT shall be under no obligation to accept the dedication or conveyance of any Public Project Improvement constructed pursuant to this Contract until it has been inspected and approved to the reasonable satisfaction of City or MoDOT. Notwithstanding the foregoing, the Parties acknowledge and agree that a portion of the Public Project Improvements, including but not limited to private stormwater detention tracts, shall be owned and maintained privately and the City shall be under no obligation to require or accept dedication of such Public Project Improvements. Upon written notice of the inspection and approval of the City's Director of Public Works or inspection and approval in accordance with MoDOT procedures, Developer agrees to convey all the Public Project Improvements to City or MoDOT free and clear of all liens and encumbrances or other obligations. Said conveyance shall be by appropriate document, and shall be sufficient, in the reasonable opinion of the City's Legal Counsel or MoDOT's legal counsel, to convey marketable title of record, as set forth in Title Standard 4 of the Missouri Bar.

I. Insurance. The Developer shall comply with the insurance requirements set forth in this Subsection unless the Developer requests approval of commercially reasonable substitute insurance requirements, and the City approves such request in writing, which approval shall not be unreasonably withheld.

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

(i) Commercial General Liability: Commercial general liability insurance written on an occurrence basis including personal injury, bodily injury, broad form property damage, operations hazard, owner's protective coverage, contractual liability (with a cross liability clause), and products and completed operations liability, in limits not to exceed \$2,000,000 inclusive per occurrence and \$2,000,000 annual aggregate.

(ii) Automobile Liability: Minimum \$2,000,000 combined single limit for bodily injury and property damage; applicable to owned, non-owned and hired automobiles.

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

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

(2) Notwithstanding the foregoing policy amounts, the policies in effect shall provide coverage in an amount not less than the maximum amount of liability as published annually by the Department of Insurance in the Missouri Register, in accordance with Section 537.610, RSMo., which is made applicable to political subdivisions pursuant to Section 537.600, RSMo.

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

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

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

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

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

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

(vi) The policy shall not be cancelled or not renewed without thirty (30) days advance written notice of such event being given to City.

(4) Use of Contractors and Subcontractors. Developer shall require any contractor to obtain or cause to be obtained all insurance required under this Subsection prior to commencement or continuation of work. Said insurance shall be maintained in full force and effect until Final Completion as set forth in **Section 9.E** herein.

(5) Workers' Compensation. Developer shall require all contractors performing work for Developer obtain and maintain Workers' Compensation Insurance for all employees, Developer shall require all contractors to require subcontractors to provide Workers' Compensation insurance for all subcontractor's employees, in compliance with State laws, and to fully protect City from any and all claims arising out of occurrences during construction of the Public Project Improvements. Developer hereby indemnifies City for any damage resulting to it

from failure of either Developer or any contractor to obtain and maintain such insurance. Developer further waives, and shall cause all contractors performing work for Developer to waive, its rights to subrogation with respect to any claim against the City for injury arising out of performance under this Contract. Developer shall require all contractors to ensure that all subcontractors performing work for Developer to waive, their rights to subrogation with respect to any claim against City for injury arising out of performance under this Contract. Developer shall provide City with a certificate of insurance indicating Workers' Compensation coverage prior to commencing construction of the Public Project Improvements, and shall cause such insurance to be maintained at all times that any work on the Public Project Improvements is being performed.

(6) Employment of Unauthorized Aliens. Pursuant to Section 285.530, RSMo., Developer shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to Developer's employees working in connection with the contracted services. In addition, the Developer shall use commercially reasonable efforts to cause its contractors and subcontractors to sign an affidavit affirming that such entities do not knowingly employ any person who is an unauthorized alien in connection with the design, engineering and construction of Public Project Improvements.

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

(i) Performance Bond and Payment Bond. If required by Legal Requirements, prior to commencement of construction of the Public Project Improvements for a particular Redevelopment Project and ending upon Final Completion for the applicable Redevelopment Project, Developer shall maintain or cause to be maintained or cause its contractor to maintain a performance and payment bond substantially in the forms as set forth in Exhibit G, attached hereto and incorporated herein by reference, in an amount equal to the cost of the Public Projects Improvements for the applicable Redevelopment Project, as estimated in the Developer Public Project Plans covered by such bond, and reviewed and approved by the City Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed, upon the faithful performance of the provisions, terms and conditions of the construction contract. The performance and payment bond shall name City as obligee and copies of certificates of such bond shall be delivered to City. No other party shall be named as a co-obligee on any of such bonds except with the prior written consent of City.

(ii) Assignment of Contractor's Warranty. Prior to acceptance and dedication of the Public Project Improvements, Developer shall assign, in a form reasonably approved by the City Attorney, a general contractor's warranty for the Public Project Improvements, which warranty shall be in effect for at least a term of two (2) years from the date of Final Completion for the applicable Public Project Improvements. Additionally, Developer shall assign to the City any and all special warranties or product warranties offered by a manufacturer, designer, supplier, or contractor.

(iii) Maintenance Bonds. Prior to acceptance and dedication of the Public Project Improvements, Developer shall provide or cause to be provided or cause its contractor to provide a maintenance bond, substantially in the form as set forth in **Exhibit G** for a term of two (2) years as required by the City Code.

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

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

8. Design Criteria and Review Procedures for Private Improvements.

A. Developer shall comply with and/or follow all controls and design criteria relating to exterior improvements as shall be, from time to time, established as a part of the Redevelopment Plan and/or as part of all zoning (including preliminary and final site development plans) and subdivision approvals (hereinafter collectively referred to as "**Land Use Approvals**") in order to create an integrated, unified design.

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

(1) No Project Improvements shall be commenced or made unless and until, where applicable, all the construction plans therefore, in the detail herein required, or any material changes thereto, shall have been submitted to and approved in writing by the City or the City staff, which approval shall not be unreasonably withheld, conditioned, or delayed, all in substantial accordance with the Redevelopment Plan and Land Use Approvals. All construction plans for residential building construction shall materially conform to the Montage

residential design guidelines agreed to by the City and Developer which guidelines shall be approved by the City and incorporated by reference in this Contract (“**Montage Residential Design Guidelines**”). The City may withhold the issuance of a building permit or a certificate of occupancy for any such structure or structures that fail to materially comply with the Montage Residential Design Guidelines.

(2) The City shall have the absolute right at any time, in its sole judgment and discretion, to approve a deviation from conformance to, or a waiver of compliance with, the approved controls and design criteria 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. Notwithstanding anything contained herein to the contrary, non-substantial changes and variations to the construction plans and changes in building square footages of up to ten percent (10%) may be approved by the City administratively.

(3) Subsequent to commencement of the Project Improvements for a particular Redevelopment Project and until said Project Improvements for such Redevelopment Project have been completed, Developer shall provide an annual report to the City describing Developer's progress constructing the Project Improvements in accordance with **Section 29**. During such period the work of Developer shall be subject to reasonable inspection by representatives of City as described in **Section 9.A.** hereof and as required by Legal Requirements. The annual report shall cover the period from July 1 through June 30 of each year.

(4) In no event shall the review and approval by the City of construction plans or changes, or any information submitted in connection therewith, be deemed or construed to be a determination that the same are in compliance with any laws, regulations or ordinances, nor shall review and approval relieve the Developer of any liability or responsibility in connection with such compliance.

C. Developer shall form or cause to be formed one or more community associations over all residential and commercial property within a Redevelopment Project Area and provide the City with copies of the covenants, conditions, and restrictions governing said community association(s) prior to the release of a final plat for that portion of a Redevelopment Project Area.

9. Control of Project.

A. Construction. Except as otherwise provided in this Contract, Developer shall have complete and exclusive control over construction of the Developer Controlled Improvements, subject, however, to all Legal Requirements. As to all parts of the Redevelopment Projects, Developer hereby grants to City, its agents and employees the right to enter at reasonable times for the purpose of inspecting the Redevelopment Projects, subject, however, to (1) the rights of tenants or purchasers, which are not Affiliates of the Developer and (2) all applicable safety procedures and requirements of Developer or its contractor(s). The City, its agents or employees seeking access to the Redevelopment Area

shall provide notice to Developer of not less than two (2) Business Days prior to entering the Redevelopment Area so that the Developer can coordinate such entry with its project manager.

B. Dedication of Right of Way. Developer shall dedicate all necessary rights-of-way for Public Project Improvements at no cost to the City or MoDOT according to the terms of **Section 7.H.** above.

C. Vacation of Right of Way by City or MoDOT. Implementation of the Redevelopment Plan may require the vacation of any existing rights of way and easements by City or MoDOT. In order to allow Developer to maintain the Redevelopment Schedule, City will endeavor to facilitate the timely passage of ordinances which will vacate City-owned rights of way and shall cooperate with Developer's efforts involving MoDOT controlled rights of way.

D. Certificates of Substantial Completion and Occupancy. The City shall issue a certificate of substantial completion at such time that the Public Project Improvements for the applicable Redevelopment Project are sufficiently complete in accordance with the applicable construction specifications so that the Public Project Improvements for such Redevelopment Project are functional and can be utilized for their intended use (herein "**Substantial Completion**"); provided that, the City has received all required approvals, licenses, and other documents from any other governmental authority having jurisdiction over the Public Project Improvements. The City shall not be obligated to issue any certificates of occupancy for structures within the Redevelopment Project Areas unless the Developer is in material compliance with its obligations regarding the timing and completion of the Priority Public Safety Improvements and Priority Public Infrastructure Improvements pursuant to **Exhibit D** attached hereto and incorporated herein by reference. For purposes of this subsection, the Developer shall be deemed to be in material compliance when the Priority Public Safety Improvements and Priority Public Infrastructure Improvements identified in **Exhibit D** which are adjacent to or serve the applicable Redevelopment Project Area for which a certificate of occupancy is sought reaches Final Completion.

Developer shall send City not less than ten (10) days' advance notice of Substantial Completion of the Public Project Improvements for such Redevelopment Project. City shall provide Developer with a detailed written notice of the reasons for objection to the Substantial Completion of such Public Project Improvements within such ten (10) day period. In the event no objections are received by Developer, Substantial Completion shall be deemed to have occurred on the date of Substantial Completion set forth in the Developer's notice provided as set forth above. In the event objections are made by the City, Developer shall proceed to correct the deficiency in accordance with the Developer Public Project Plans and the foregoing procedure shall be repeated until the deficiency is corrected and the City approves the Substantial Completion in accordance with the foregoing procedure. Upon request of Developer, City shall provide verification in writing of Substantial Completion. Subject to compliance with this Section, Developer may request and obtain a certificate of substantial completion for a portion of subset of Public

Project Improvements such as grading, parking lots and drives, utilities, or CID specific improvements.

E. Final Completion. Developer shall send City not less than ten (10) days' advance notice of Final Completion for the applicable Redevelopment Project. City shall provide Developer with a detailed written notice of the reasons for objection to the Final Completion of the Public Project Improvements for the applicable Redevelopment Project within such ten (10) day period. In the event no objections are received by Developer, Final Completion shall be deemed to have occurred on the date of Final Completion set forth in the Developer's notice provided as set forth above. In the event objections are made by the City within such ten (10) day period, Developer shall proceed to correct the deficiency in accordance with the Developer Public Project Plans and the foregoing procedure shall be repeated until the deficiency is corrected and the City approves the Final Completion in accordance with the foregoing procedure. Upon request of Developer, City shall provide verification in writing of Final Completion.

F. Maintenance and Repair. Developer, at its sole cost and expense, at all times shall (1) maintain and operate Private Project Improvements owned by Developer, but not City or State owned Public Project Improvements, like other similarly situated improvements, (2) timely make all necessary and commercially reasonable repairs to and replacements and restorations of all parts of the Private Project Improvements owned by Developer, (3) keep the Private Project Improvements owned by Developer in commercially reasonable condition, repair and appearance, and (4) maintain casualty insurance (or self-insurance under an established program) on the Private Project Improvements owned by Developer in a commercially reasonable amount, and provide City with evidence of such insurance upon demand. Notwithstanding the foregoing, the parties acknowledge: (i) that all or a portion of the Redevelopment Area is currently an Economic Development Area under the Act and that any maintenance obligations required by this Section shall not be imposed until after such area has been developed, and (ii) this Contract shall be subject to any existing leases upon the real estate that may limit the Developer's ability to undertake such maintenance actions upon such leased portions of the real estate.

Unless Developer has agreed to fulfill such obligations, Developer shall contractually obligate any tenant, purchaser or transferee ("User") to comply with the provisions of this Section 9.F. for its respective portion of the Private Improvements. Developer hereby agrees to use commercially reasonable efforts to ensure that every lease, sales contract or other contract concerning the ownership or occupancy of real property and improvements located within the Redevelopment Area indicate the responsibility of the Developer or User to fulfill Section 9.F., but Developer shall not be obligated to refuse to enter into a transaction or agreement in the event a User refuses to agree to include a requirement to fulfill Section 9.F. within such lease, sale contract or other contract. Developer shall use commercially reasonable efforts to enforce such contract rights without litigation.

10. Certificate of Completion and Compliance.

A. Upon the completion of construction of a Redevelopment Project, Developer shall submit a report certifying that the Project Improvements contained therein have been completed substantially in accordance with the Redevelopment Plan and that it is in material compliance with all other provisions of this Contract. Developer shall, as part of its report, submit its certificate setting forth on an aggregate basis and to Developer knowledge, a reasonable estimate of (1) the total cost of completing the Project Improvements; (2) Redevelopment Project Costs incurred which are eligible for reimbursement pursuant to the Redevelopment Plan or which have been paid for or are to be reimbursed with the proceeds of the Obligations or are eligible for reimbursement on an as collected basis; and (3) the actual private equity and debt used to complete the Project Improvements, which may include capitalized interest to the extent actually paid to unrelated third parties during construction, but not during any "lease-up" period.

B. City may conduct an investigation, and if City determines that the Redevelopment Projects or any portion thereof have been materially completed in accordance with the Redevelopment Plan, as evidenced by a Certificate of Substantial Completion where appropriate and other applicable Legal Requirements, and that as of the date of the request, all of Developer's applicable duties pursuant to this Contract have been performed, then it shall issue a Certificate of Completion and Compliance. If City determines that the Redevelopment Projects or any portion thereof which is the subject of an investigation or review under this **Section 10.B.** have not been completed materially in 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 (a) in the event of any subsequent default by Developer in the performance of any of its other obligations under this Contract, or (b) if the noncompliance was not reasonably discoverable at the time of issuance of the certificate.

(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 Clay County, Missouri.

C. The City shall respond within fifteen (15) days to all requests by Developer for the issuance of a certificate or hearing under this **Section 10.**

11. Financing Plan.

A. Prior to the design, engineering, and construction of the Public Project Improvements, Developer shall submit to City a financing plan for the financing of the Redevelopment Project Costs related to the applicable Redevelopment Project as set out in the Redevelopment Project Cost Budget attached hereto as **Exhibit F** setting forth (1) the anticipated sources of funds to pay the applicable Redevelopment Project Costs related to the applicable Redevelopment Projects as estimated in the Redevelopment Plan, (2) the anticipated type and term of the sources of funds to pay said Redevelopment Project Costs (3) and present a breakout of the scopes of work in reasonable detail that shall include, at a minimum, (i) land acquisition; (ii) building construction; (iii) general conditions; (iv) grading, retaining walls, and site prep; (v) sanitary sewer; (vi) water; (vii) stormwater; (viii) roadway; (ix) surface parking and curbs; (x) site utilities; (xi) hardscape / landscape; (xii) amenities / walking trails; (xiii) professional services; (xiv) commissions and marketing; (xv) financing costs; (xvi) developer fee; and (xvii) contingency (the "**Financing Plan**"). The Developer shall submit the Financing Plan to the City at least ten (10) days prior to the issuance of the bonds. The City may review and comment on the Financing Plan within ten (10) days of receipt from the Developer.

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

12. Funding Sources and Uses of Funds.

A. Private Funds. Developer shall construct the Private Project Improvements with private funds. Furthermore, any costs associated with the Public Project Improvements that are not funded by the Obligation Proceeds, Payments in Lieu of Taxes, Economic Activity Taxes, or CID Sales Tax revenue, shall be constructed with private funds. The private funds will be derived from a combination of Developer's equity or equity investment provided by third parties, and debt incurred by Developer or third parties (hereinafter the "**Private Funds**").

B. TIF Obligations.

(1) Issuance. City, in its sole discretion, may authorize the issuance of TIF Obligations as provided for in the Act. TIF Obligations shall be issued in an amount, on terms and at an interest rate or rates determined by market conditions at the time of issuance and under terms and conditions deemed acceptable by City

in its reasonable discretion. City and Developer shall mutually agree on all components of the issuance of the TIF Obligations in an effort to maximize the size of the issuance. The City shall not pledge or lend its credit to secure the TIF Obligations.

(2) If the City authorizes the issuance of TIF Obligations, the underwriter for the TIF Obligations will be selected by the City. If the underwriter selected by the City is unable to issue TIF Obligations in an amount, on terms and at an interest rate(s) determined by the market conditions at the time of issuance and under terms and conditions deemed mutually acceptable to the Developer and City, Developer, with the cooperation of City, may select an underwriter and City shall proceed with good faith efforts to effect the issuance and sale of the TIF Obligations with said new underwriter; provided, however, that City shall not be obligated to proceed to complete the issuance and sale of the TIF Obligations if such TIF Obligations would, in the reasonable judgment of City, based upon advice of its counsel or financial advisors: (i) (A) impose any liability upon City for the payment of such TIF Obligations, or (B) adversely affect City, its financial standing or the rating given to other debt instruments issued by the City, or (ii) be upon terms and conditions not standard for municipal debt instruments similar to the TIF Obligations.

(3) Use of Proceeds. After funding the costs of issuance, the proceeds from TIF Obligations will be used to pay Reimbursable Project Costs, or to reimburse Developer for private funds advanced to pay Reimbursable Project Costs certified by City as provided in **Section 20** hereof, together with interest determined in accordance with **Section 20.C.(1)** hereof.

C. Community Improvement District.

(1) Establishment of CID. The Developer shall cause sufficient property owners within the CID area to petition the City to establish the CID. The CID petition shall provide for the imposition of the CID Sales Tax and provide for the appointment and consent of CID board members in accordance with the CID petition. The parties to this Contract acknowledge the desire to establish City minority representation on the CID board of directors, and shall take all reasonably good faith efforts necessary to effectuate such representation.

(2) CID Contract with City. After the CID has been formed, Developer shall cause the CID board of directors to promptly enter into a contract with the Developer and the City ("**Cooperative Agreement**") in a form reasonably acceptable to City and Developer with regard to funding of the CID Sales Tax. The Cooperative Agreement shall include conditions precedent to the issuance of Obligations which are substantially similar to the conditions precedent included in **Section 13** hereof. City and Developer agree that the costs incurred by the CID or by Developer for the purposes stated within the CID petition and certified by City as provided in **Section 20** hereof are Reimbursable Project Costs that may be paid from the Special Allocation Fund or from Obligation Proceeds. The Cooperative

Agreement shall include, without limitation, provisions granting City (1) the right to review and reasonably approve all budgets (capital or operating) of the CID prior to adoption thereof by the CID, (2) the right to receive from the Missouri Department of Revenue and the obligation to administer, on behalf of the CID, the CID Sales Tax revenues, (3) either a pledge of all CID Sales Tax revenues (less the CID's annual operating expenses) to repay qualified Reimbursable Project Costs and the Obligations or alternatively, an agreement to pledge CID Sales Tax revenues as a party to the issuance of Obligations, (4) the collection, administration and segregation by the Finance Director of the CID Sales Tax revenues not captured by tax increment financing, if any, and (5) such other provisions as City and the Developer shall reasonably determine to be necessary.

(3) CID Sales Tax. In accordance with the CID Act, the CID will take all steps necessary, and as expeditiously as possible, to impose a sales tax in the amount up to one percent (1%) (the "**CID Sales Tax**") on all eligible retail sales in the CID area. The CID Sales Tax shall have been authorized and all steps taken by CID, Developer and the City to impose the CID Sales Tax prior to issuance of Obligations.

(4) Issuance of Obligations. The CID may authorize the issuance of Obligations as provided for in the CID Act. Obligations shall be issued in an amount, on terms and at an interest rate or rates determined by market conditions at the time of issuance and under terms and conditions deemed acceptable by the CID and the Developer in their reasonable discretion. The underwriter(s) for any Obligations shall be selected by mutual agreement of the CID and the Developer. The CID shall solicit input from Developer as it relates to all components of the issuance of the Obligations in an effort to maximize the size of the issuance, the amount, terms, interest rate or rates and other terms and conditions of the Obligations.

(5) Use of Proceeds. After funding the costs of issuance, the proceeds from Obligations will be used to pay Reimbursable Project Costs, or to reimburse Developer for private funds advanced to pay Reimbursable Project Costs certified by City as provided in **Section 18** hereof, together with interest determined in accordance with **Section 18.C.(1)** hereof.

(6) Capture of CID Sales Tax Revenue as EATs. The CID Sales Tax may be an incremental Economic Activity Tax if the CID consents to the capture of the CID Sales Tax pursuant to Section 99.845.3, RSMo. If the CID provides consent, fifty percent (50%) of the revenues generated by the CID Sales Tax will be captured as an Economic Activity Tax and deposited to the Special Allocation Fund. Pursuant to the Cooperative Agreement, all of the CID Sales Tax revenues (less the CID's annual operating expenses), or such portion not captured by the TIF, shall be pledged to repay qualified Reimbursable Project Costs. All Redevelopment Project Costs which are included within the definition of "projects" in the CID Act will also be declared as TIF Reimbursable Project Costs. As an alternative to the issuance of Obligations, the CID may, with the consent of the City, pledge the CID

revenues to the Special Allocation Fund for the payment of CID Reimbursable Project Costs out of the Special Allocation Fund.

13. Conditions Precedent to Issuance of Obligations. No Obligations shall be issued for a particular Redevelopment Project unless the following conditions are satisfied, or the City has waived such conditions:

A. Developer is not in material default under this Contract beyond any applicable notice and cure periods.

B. The CID has been established, the Cooperative Agreement has been executed, and the CID Sales Tax has been authorized and all steps have been taken by CID, Developer and City to impose the CID Sales Tax, all as specified in Section 12.C. hereof.

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

A. The CID has been established, the CID Contract has been executed, and the CID Sales Tax has been authorized and all steps have been taken by CID, Developer and City to impose the CID Sales Tax, all as specified in Section 12.C. hereof.

B. City approval of all zoning, subdivision and preliminary plan applications, including all Land Use Approvals, required for implementation of the portion of a Redevelopment Project Area commencing development.

C. Developer obtaining the financing in accordance with the Financing Plan.

By commencing construction, which for purposes of this clause means the pouring of footings and foundations, for any of the Private Project Improvements, Developer shall be deemed to have agreed that all of the foregoing conditions precedent in this Section 14 have been satisfied or, to the extent not so satisfied, Developer shall be deemed to have waived all such conditions precedent in connection with such Private Project Improvements in which construction has commenced. City and Developer agree to use good faith efforts and cooperate with and assist each other in accomplishing all of the foregoing conditions precedent.

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

A. The CID has been established, with City minority representation on the CID board, the CID Contract has been executed, and the CID Sales Tax has been authorized and all steps have been taken by CID, Developer and City to impose the CID Sales Tax, all as specified in Section 12.C. hereof.

B. City approval of all zoning, subdivision and preliminary plan applications, including all Land Use Approvals, required for implementation of the portion of a Redevelopment Project Area commencing development.

C. Developer obtaining the financing in accordance with the Financing Plan.

By approving ordinances related to the issuance of Obligations, City shall be deemed to have agreed that all of the foregoing conditions precedent in this **Section 15** have been satisfied or, to the extent not so satisfied, City shall be deemed to have waived all such conditions precedent. City and Developer agree to use good faith efforts and cooperate with and assist each other in accomplishing all of the foregoing conditions precedent.

16. Payments in Lieu of Taxes.

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

B. Failure to pay Payments in Lieu of Taxes as to any property in 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 the provisions of **Section 35** 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 Finance Director and all other appropriate officials and persons and seek to assess the property within such Redevelopment Project Area as described in the Act and fully collect the Payments in Lieu of Taxes, deposit all Payments in Lieu of Taxes into the Payment in Lieu of Taxes account in the Special Allocation Fund and implement reimbursement of Reimbursable Project Costs, including the retirement of the Obligations, 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 (but not to any private 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.

17. 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 Finance Director or other designated financial officer of the City, who shall deposit such funds in the Economic Activity Taxes Account within the Special Allocation Fund. Following the approval of each of the Redevelopment Projects, for 23 years unless earlier terminated pursuant to this Contract, Economic Activity Taxes shall be determined in accordance with the following procedures (subject, however, to the provisions of Section 99.835 of the Act):

A. Documentation of Economic Activity Taxes. For any property owned by Developer within the Redevelopment Project Area, Developer shall use commercially reasonable efforts to include the substantially similar provisions as specified in **Section 27** hereof in all lease documents with tenants located at such subject property within a Redevelopment Project Area requiring said sales tax information to be provided to City. Developer shall use commercially reasonable efforts to include a substantially similar provision in all sales contracts with purchasers of property located in a 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 hereby agrees to use commercially reasonable efforts to ensure that each such lease or sales contract shall 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 businesses provided to the City as documentation of Economic Activity Taxes. The City shall provide to Developer copies of certain sales tax documentation reports within ten (10) days upon such request provided such disclosure does not conflict with the City's obligation to comply with applicable state laws.

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.

C. Relocation of Retail Establishment within Clay County. The Developer and City agree that if a retail establishment relocates within one year after the adoption of the Redevelopment Plan from one facility within Clay County, Missouri, to a facility in the Redevelopment Project Area, then the provisions of Section 99.805(4), RSMo., apply and

Developer must obtain the approval of the City Council in order to determine whether such retail establishment is a direct beneficiary of tax increment financing pursuant to Section 99.805(4), RSMo.

18. Special Allocation Fund. The Finance Director shall establish and maintain the Special Allocation Fund which shall contain three (3) separate segregated accounts. Payments in Lieu of Taxes shall be deposited into the Payment in Lieu of Taxes Account within the Special Allocation Fund. Economic Activity Taxes shall be deposited into the Economic Activity Taxes Account within the Special Allocation Fund. CID Sales Tax revenue shall be deposited in the CID Sales Tax Revenue Account of the Special Allocation Fund. Payments in Lieu of Taxes, Economic Activity Taxes, and CID Sales Tax revenue so deposited and any interest earned on such deposits will, subject to the terms of this Contract, be used for the payment of Reimbursable Project Costs, including the retirement of the Obligations and for the distribution to the Taxing Districts, in the manner set forth in the Redevelopment Plan and this Contract.

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

A. Payment of reasonable fees and expenses actually incurred by the City in the administration of the Redevelopment Plan and this Contract as detailed in Section 44 hereof;

B. Payment to Trustee at the times and in the amounts provided by the terms of the outstanding Obligations;

C. Reimbursement of Reimbursable Project Costs of Developer, not paid from the Obligation Proceeds.

20. Reimbursable Project Cost Certification.

D. Request for Certification. Developer shall submit requests for certification for the line items and within the budget amounts identified on Exhibit F as reimbursable expenses, and including Debt Service and Financing Costs, within 18 months of Developer incurring such expense. The City may, in its sole and absolute discretion, elect to deny any request by Developer to certify expenses incurred by Developer more than 18 months from the date of such request for certification. Developer shall submit its request for certification of Reimbursable Project Costs incurred by Developer in accordance with the terms of this Contract. For all Reimbursable Project Costs related to the planning, approval, and implementation of the Redevelopment Plan incurred by Developer prior to the execution of this Contract, such Reimbursable Project Costs shall be submitted for certification within 180 days from the date of execution of this Contract and are not expected to exceed \$1,940,000.00. 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 (including copies of invoices, cancelled checks, receipts, lien waivers, and such other supporting documentation as City shall reasonably require) as City shall reasonably determine to be necessary (the "**Certification Application**"), City shall review,

verify and confirm the information included in the Certification Application. The Certification Application shall (1) identify each item of Reimbursable Project Cost by line item category in the Redevelopment Project Cost Budget contained within **Exhibit F** separately, (2) aggregate all costs in the Certification Application by line item category as set forth in the Redevelopment Project Cost Budget, (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 Certification Application and all prior Certification Applications approved by City or for which approval is pending, (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 Certification Application (5) provide a detail listing in Microsoft Excel summarizing each invoice and payment which detail shall include (i) a consecutively numbered reference to the line item; (ii) the name of the person or party invoiced; (iii) the name of the vendor, supplier, or service provider; (iv) invoice number; (v) invoice date; (vi) check number or other identifier; (vii) date of payment; (viii) the specific category from the Redevelopment Project Cost Budget to which the item relates; (ix) the invoice amount; and (x) the payment amount, (6) provide copies of invoices, checks, or other documentation that substantiates the completion of or the payment for the work completed and (7) except as provided otherwise in this Contract, be submitted to the City with 18 months from the date such eligible reimbursable Redevelopment Project Costs were incurred by the Developer. If City determines that: (i) the Certification Application 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 substantially consistent with the Financing Plan and in substantial accordance with the Redevelopment Project Cost Budget (subject to the foregoing sentence), it shall approve the Certification Application and issue a draw certificate (the "**Draw Certificate**"). If City, pursuant to its review of such Certification Application and supporting documentation, reasonably determines that any portion of the request for reimbursement should not be approved, it shall promptly state the reasons for such disapproval to Developer. Certification Applications will be approved even if it causes the cumulative certifications to exceed the total Reimbursable Project Costs so that in the event certain costs are later deemed to not meet statutory requirements for reimbursement, other certified costs exist that may be subject to reimbursement. Any such disapproval may be appealed by Developer to the City Council, which shall upon Developer's request hold a hearing at which Developer may present new and/or additional evidence. Each Certification Application for Developer Reimbursable Project Costs shall be approved administratively, and no action of the City Council shall be required to approve such Certification Application. All Certification Applications and Draw Certificates for City Reimbursable Project Costs may be approved by the City Administrator or his designee administratively, and Developer shall not be required to approve or consent to any such Certification Application or Draw Certificate for City Reimbursable Project Costs, but will be provided 30 days written notice for review and comment, prior to the disbursement of funds to City. At Developer's request, City shall provide to Developer a report detailing any and all Certification Applications and Draw Certificates for City Reimbursable Project

Costs approved the City Administrator. The City shall respond within ten (10) days to all requests by Developer for approval under this **Section 20**.

E. **Cost Allocation Across Line Items**. Developer shall, in each Certification Application, identify the specific line item within the Redevelopment Project Cost Budget as to which each Reimbursable Project Cost for which certification is requested is assigned. Notwithstanding the foregoing, the Reimbursable Project Costs may be applied to any one or all of the line items within the Redevelopment Project Cost Budget up to the total reimbursable amount set forth in the Redevelopment Project Cost Budget, and any balance under any Redevelopment Project Cost Budget in accordance with **Exhibit F**. Notwithstanding anything contained herein to the contrary, Developer shall be entitled to transfer amounts among each line item category on **Exhibit F** so long as Developer does not (a) exceed the Developer's portion of the aggregate of the total Reimbursable Project Costs, excluding Financing Costs and Debt Service; (b) transfer to line items that are not approved as Reimbursable Project Costs; (c) transfer amounts resulting in any additional fees or payments directly to Developer; (d) does not result in the transfer of the greater of (i) one million dollars (\$1,000,000.00), or (ii) 10% of the line item category without the prior consent of the City Administrator, such consent not to be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Developer shall not be entitled to transfer or reallocate line items affecting professional service fees, developer fees or profit, or Financing Costs without the prior approval of the City Administrator.

F. **Payment of Interest Expenses**.

(1) **Third Party Borrowing**. In the event Developer incurs Financing Costs on amounts Developer was loaned to finance and pay for Reimbursable Project Costs from a "non-Affiliate" third party in an arms-length transaction, City shall reimburse Developer as a Reimbursable Project Cost the actual Financing Costs incurred and certified pursuant to **Section 20**, but not to exceed the greater of (i) the actual lowest cost of funds at which Developer is able to borrow funds for its corporate purposes from time to time, or (ii) the Prime Rate plus 300 basis points. For purposes of calculating interest expenses, Developer shall certify its interest expense pursuant to **Section 20** as a separate line-item expense and as part of such certification, Developer shall certify to City that the interest rate represents the actual lowest cost of funds at which the Developer is able to borrow funds for financing Reimbursable Project Costs as of the date such interest was incurred.

(2) **Affiliate Borrowing**. In the event Developer incurs Financing Costs on amounts Developer was loaned to finance and pay for Reimbursable Project Costs from an Affiliate of Developer, City shall reimburse Developer as a Reimbursable Project Cost with the actual Financing Costs incurred and certified pursuant to this **Section 20**. Financing Costs under this **Section 20.C.(2)** shall not exceed the lesser of (i) the actual lowest cost of funds at which an Affiliate of Developer is able to borrow funds for its corporate purposes from time to time, or (ii) the Prime Rate plus 300 basis points. For purposes of calculating interest expenses, Developer shall certify its interest expense pursuant to this **Section 20** as a separate line-item expense, and as part of such certification.

21. Payment of Project Costs with Bond Proceeds. At such time as proceeds from the sale of Obligations are available for the reimbursement of or direct payment of Reimbursable Project Costs for which a Draw Certificate has been issued, payment shall be made by presenting a Draw Certificate to the Trustee of the Obligations for payment which has been endorsed by the City for any Draw Certificate presented by the City for payment. Once presented for signature, the City shall within twenty-five (25) days, execute and deliver the fully endorsed Draw Request to the Trustee of the Obligations to pay the amount set forth therein. Notwithstanding the foregoing, the City shall not be obligated to endorse a Draw Request for the reimbursement of Project Costs related to Redevelopment Project Areas 3, 4, or 5 unless the Developer is in material compliance with its obligations regarding the timing and completion of the Priority Public Safety Improvements and Priority Public Infrastructure Improvements pursuant to **Exhibit D**. The amount to be included in the initial Draw Certificate shall include all Reimbursable Project Costs that have been certified by City pursuant to all approved Certification Applications as of the date of the Draw Certificate. Once the Draw Certificate is presented to the Trustee, City shall make reasonable efforts to cause the Trustee to promptly make payment thereon. City shall have the right to require lien releases (full or partial) and such other releases as City may reasonably require prior to authorizing any such disbursement. Disbursement to Developer of sufficient proceeds of the Obligations, to the extent available, to pay for the Developer Reimbursable Project Costs identified in the Draw Certificate shall be made within thirty (30) days of approval. Notwithstanding anything to the contrary herein, City shall deliver a copy of any such Draw Certificate to Developer prior to its submission of said Draw Certificate to the Trustee.

22. Payment of Project Costs - "As Collected" Basis. It is acknowledged by the Parties that if Obligations are not issued the Developer shall proceed on an "as collected" basis and have Reimbursable Project Costs reimbursed from the Special Allocation Fund on such an "as collected" basis provided such approach shall not operate to prevent the Developer from requesting that Obligations be issued at a future date in accordance with **Section 12**. 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 Obligations, Developer shall present to City a Draw Certificate for payment by City, which Draw Certificate shall seek repayment of Reimbursable Project Costs that have been previously certified by City pursuant to a Certification Application. Notwithstanding the foregoing, the City shall not be obligated to endorse a Draw Request for the reimbursement of Project Costs related to Redevelopment Project Areas 3, 4, or 5 unless the Developer is in material compliance with its obligations regarding the timing and completion of the Priority Public Safety Improvements and Priority Public Infrastructure Improvements pursuant to **Exhibit D**. City shall have the right to require lien releases (full or partial) and such other releases and documents as City may reasonably require prior to authorizing any such disbursement. Disbursement to Developer of sufficient proceeds from the Special Allocation Fund, to the extent such funds are available in the Special Allocation Fund, to pay on the Reimbursement Certificate shall be made within thirty (30) days following City's approval of such Draw Certificate.

23. Cost Overruns. The Public Project Improvements shall be constructed in substantial accordance with the Redevelopment Project Cost Budget attached hereto as **Exhibit F**. In no event shall the aggregate total of the Reimbursable Project Costs that is to be paid for in whole or in part from the Special Allocation Fund exceed the aggregate of the total Reimbursable Project Costs of ONE HUNDRED THIRTY-NINE MILLION, NINE HUNDRED NINETY--SIX

THOUSAND, SEVEN HUNDRED TWO DOLLARS (\$139,996,702), not including interest, Debt Service, or Financing Costs, as set out on **Exhibit F**.

24. **Full Assessment of Redevelopment Area.** After all Obligations 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 last adoption of an Ordinance approving and designating Redevelopment Projects, 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 applicable Redevelopment Area shall be subject to assessments and payment of all ad valorem taxes, including, but not limited to, City, State, and County taxes, based on the full true value of the real property and the standard assessment ratio then in use for similar property by the County Assessor. After the adoption of the Termination Ordinance, the Redevelopment 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.

25. **Public Participation.** The purpose of affording public assistance to the Redevelopment Projects is to accomplish the stated public purposes and not to subsidize an otherwise economically viable development project. While it has been determined by both the Commission and the City Council that the Redevelopment Projects would not be undertaken but for the public assistance being provided, the parties recognize that the ongoing profitability of the Redevelopment Projects to Developer is based upon projections that may or may not be fulfilled. Therefore, in order to ensure that the public assistance being provided does not subsidize an unreasonable level of earnings for Developer, the parties agree that a reasonable level of earnings for the combined Redevelopment Projects is a cumulative (from the first date of investment) and compounding "all cash" annual rate of return upon the Private Investment (as hereinafter defined) of twenty percent (20%) after taxes (the "**Annual Rate of Return**"). The amount of Private Investment shall be reduced by the net proceeds of any sale of property in the Redevelopment Area by Developer.

A. **Cash Flow.** If as of the last day of each calendar year after the date the Obligations are fully issued and sold and prior to the termination of the Redevelopment Area as a development area pursuant to **Section 24** hereof, the Net Cash Flow (as hereinafter defined) exceeds the cash flow necessary to generate the Annual Rate of Return, the excess Net Cash Flow shall (i) first be applied to prior years in which the Net Cash Flow was insufficient to produce the Annual Rate of Return in such an amount needed to produce the Annual Rate of Return for such years, and (ii) after such prior year's Annual Rate of Return has been achieved, Developer shall, provided that City is not otherwise in default of this Contract beyond applicable grace and cure periods, contribute to the City, the City Share (as hereinafter defined) for use to expedite retirement of the Obligations.

B. **Developer Financial Information.**

(1) Developer shall annually provide to City a complete written financial statement to City in a format reasonably acceptable to City showing in

reasonable detail the calculation of actual earnings from the combined Redevelopment Projects and Net Cash Flow. Such statement shall include the income attributable to all Private Project Improvements owned by Developer or its Affiliates and the total amount of all net proceeds of any sale of property. The financial statement shall include only those expenses incurred in connection with the development of the Project Improvements, as well as those expenses which are reasonable and necessary for the operation of the Private Project Improvements and are directly attributable thereto.

(2) Developer shall annually provide to City the amount of Private Investment by Developer and the month in which each item constituting a component of the Private Investment was expended (it being agreed that Developer shall be entitled to a return upon each such amount constituting a component of the Private Investment from the date the Private Investment was made), including the total amount of all net proceeds of any sale of property in the Redevelopment Area by Developer, together with a calculation of Developer's Annual Rate of Return on Private Investment in accordance with the provisions of **Section 25** hereof.

(3) All such statements shall be certified by Developer, shall be prepared in accordance with generally accepted accounting principles consistently applied (except as otherwise specified herein) and shall be accompanied by the payment required under this **Section 25**. Developer shall provide such statements within one hundred eighty (180) days after the end of each calendar year following the execution of this Contract. Upon request from City, Developer shall provide such additional information or documentation as City shall reasonably require to verify or confirm the information set forth in such statements or to otherwise determine Developer's obligations hereunder and compliance with the requirements hereof.

C. **Audit Right.** Upon thirty (30) days prior written notice to the Developer, City may cause an audit, at City's sole cost and expense, of Developer's statements and calculations referred to herein by City's staff or consultant. If, as a result of any such audit, City believes that Developer owes City more money than has been remitted by Developer as heretofore described, then City shall inform Developer of its position in writing along with providing reasonable details and the material basis for City's position. Developer and City shall meet and discuss their conflicting positions (the "**Audit Meeting**"). If after the Audit Meeting, City and Developer are not in agreement, then Developer may request an audit by an independent firm or consultant. If such independent audit indicates that Developer has under-reported its earnings by three percent (3%) or greater, Developer shall immediately remit the shortfall to City, as well as all costs of City's audit. If the audit indicates that the Developer has overstated the amount of Private Investment in the Redevelopment Projects by three percent (3%) or greater, then the Developer shall immediately remit the costs of the City's audit, and shall submit its revised statement.

D. For purposes of this **Section 25**, the following terms shall have the meaning set forth below:

(1) **City Share:** The percentage, calculated as of the last day of each calendar year during which the provisions of this **Section 25** are applicable, equal to the percentage that the total actual Reimbursable Project Costs not including Debt Services, Financing Costs or interest paid by Obligations or otherwise paid from the Special Allocation Fund, not including costs funded by the CID Sales Tax (hereinafter the "**Public Investment**") bears to the sum of Public Investment plus Private Investment. The amount of costs funded by the CID Sales Tax shall be as set forth in the Redevelopment Project Cost Budget or other mutually agreeable allocation methodology.

(2) **Net Cash Flow:** The net operating income from the Redevelopment Area, determined in accordance with generally accepted accounting principles consistently applied (except as otherwise specified herein), for each calendar year during which the provisions of this **Section 25** are applicable. In determining the net operating income from the Redevelopment Projects there shall be no reduction for (a) debt service (principal or interest) applicable to the Developer's financing of Public Improvements from Private Funds, depreciation, amortization, reserve deposits or any other non-cash charges, nor (b) any costs or expenses relating to sales of all or any part of the Redevelopment Projects or any real property in the Redevelopment Area.

(3) **Private Investment:** The total cost, determined as of the last day of each calendar year during which the provisions of this **Section 25** are applicable, incurred by the Developer in the construction, development and operation of the Project Improvements which are paid by Developer with Private Funds, as determined in accordance with generally accepted accounting principles consistently applied, reduced by all net proceeds (after deduction of reasonable costs and expenses of such sale) from sales of all or any part of any real property in the Redevelopment Area; subject, however, to the provisions of this **Section 25**.

E. **Audited Financial Statements.** Developer shall, upon written request by City but not more than once per calendar year, submit to City, within one hundred eighty (180) days after the close of Developer's fiscal year, audited financial statements of Developer, certified by a certified public accounting firm.

26. **Calculation of Public Participation.** From and after the consummation of any sale or conveyance (not including leases) to any unaffiliated third party of any portion of Redevelopment Area, City's participation pursuant to **Section 25** hereof and as outlined in this Section shall end as to that part so sold or conveyed after the date of such sale or conveyance and the proceeds thereof shall be taken into account in determining any Public Participation pursuant to the terms hereof.

27. **Control of Redevelopment Area.** Except as otherwise provided in this Contract, the Developer shall have complete and exclusive control over the construction, management, sale and leasing of property owned by it from time to time within the Redevelopment Area, including, without limitation, the selection of purchasers, the price and terms of sale, the fixing of rentals and the selection or rejection of tenants and guests. Notwithstanding the foregoing, Developer agrees

and acknowledges that **Exhibit C** contains a list of Prohibited Uses that are not permitted within the Redevelopment Projects. Developer agrees that it shall not permit or allow any Prohibited Uses and shall use commercially reasonable efforts to prevent any of its purchasers, lessees, or assigns to use any property within the Redevelopment Projects for the Prohibited Uses during the term of this Contract.

28. Lease of Project Property.

A. Developer, or any third party, may lease real property within the Redevelopment Area. Developer shall insert in any such lease, and shall use commercially reasonable efforts to cause any third party to insert language reasonably similar to the following and shall have such Developer lease signed by the lessee indicating acknowledgment and agreement to the following provision:

Economic Activity Taxes, Community Improvement District

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 and occupancy, including sales taxes and payments in lieu of taxes, will be applied toward the costs of certain improvements for the Development. In addition, Tenant acknowledges that the Leased Premises are or may become within (1) a Community Improvement District ("**CID**") which will have the power to impose a sales tax on any eligible retail sales at the Leased 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.

B. 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 Area and shall not constitute a Developer default under this Contract. 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.

29. Sale or Disposition of Project Property.

A. Purchasing Entity. Subject to this **Section 29**, the Developer, or any prospective transferee, may sell, transfer, convey, lease or otherwise dispose of any of the property located within the Redevelopment Area.

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 in **Section 28** 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 Area.

E. Notification to City of Transfer. Developer shall notify City in writing of any proposed sale or other transfer of any or all of the real property in the Redevelopment Area or any interest therein other than any sale or lease of an area for the construction thereon of improvements to be used by the purchaser or tenant of the area or its affiliate for any permitted uses as provided for in this Contract. Such notice shall be provided not less than thirty (30) days prior to the proposed effective date of the sale or other transfer 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 29** hereof have been fulfilled.

30. Progress Reports.

A. At the first regularly-scheduled meeting of the City Council following the first anniversary of the execution of this Contract upon written request thereafter (not to exceed more than once per year) until all Project Improvements are completed, Developer shall provide a written report to the City Council of the progress of its implementation of the Redevelopment Projects. Such written report 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 Area compared to Redevelopment Plan estimates;

(4) actual start and completion dates of Project Improvements in the Redevelopment 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 (not to exceed more than once per year).

31. 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 and the ownership, occupancy, use and operation of the Private Project Improvements.

32. Assignment of Developer's Obligations. The Developer represents that its undertakings pursuant to this Contract are for the purpose of redevelopment. Except as provided otherwise in this Contract, 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, not to be unreasonably withheld, delayed or conditioned. For purposes of this Section, it will be presumptively unreasonable for the City to withhold its consent to Developer conveying the Redevelopment Area, and assigning its rights and delegating its obligations under this Contract, to a developer who demonstrates to the reasonable satisfaction of the City, the following: (i) a net worth using generally accepted accounting practices of in excess of \$5,000,000; (ii) the ability to fulfill the duties and obligations of the Developer at a level equal to or higher than that of Developer, and (iii) that the City has not previously rescinded a development agreement with such developer, nor has such developer defaulted on any prior obligations to the City. Any proposed transferee shall have all of the qualifications and financial responsibility, as determined by City in its reasonable discretion, necessary and adequate to fulfill the obligations of Developer, and, if the proposed transfer relates to a portion of the Redevelopment Area on which Project Improvements are under way, such obligations to the extent that they relate to such property. Any approved transferee shall, by an instrument in writing, for itself and its successors and assigns, and expressly for the benefit of the City, assume all of the obligations of the Developer under this Contract as to all or part of the Project Improvements being assigned and agree to be subject to all the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to a portion of the Redevelopment Area, such obligations, conditions and restrictions to the extent that they relate to such portion) ("**Transferee Agreement**"). For purposes of this Section, any sale, transfer, assignment, pledge or hypothecation of an interest in Developer (other than to an Affiliate of Developer) that results in a change in management control of Developer will constitute an assignment of this Contract. Notwithstanding the foregoing:

A. Developer may at any time without the City's consent convey the Redevelopment Area, assign its rights, and delegate its duties and obligations under this Contract to any entity controlled by the Developer or the principals of the Developer,

provided that the management of the entity is provided by the principals, or by an entity which they together or individually control.

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

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

D. No consent will be required under this Section for any sale or lease of a parcel for the construction thereon of improvements to be used by the purchaser or lessee of the parcel or its affiliate or borrower (such as the sale, lease, or transfer of a retail building area for the construction and operation thereon).

Upon approval of the Transferee Agreement by City as set forth herein, Developer shall be released from such obligations accruing after the date of such assignment.

33. Assignment of Payments. Notwithstanding the provisions of **Section 32**, the Developer may assign or pledge its right to receive reimbursement for Reimbursable Project Costs incurred by providing City with notice of any such assignment or pledge. Such assignment or pledge shall remain subject to the terms, provisions and conditions of this Contract.

34. Transfer of Interests in Developer – City Approval. Developer shall, prior to the sale, conveyance, merger or other transfer of greater than fifty percent (50%) of the voting interest in Developer membership interests if Developer is a limited liability company and any transfers by operation of law, deliver to City a request for approval of such transfer, and no such transfer shall be permitted except with the prior approval of City; provided, however, that the members, partners or shareholders of Developer as of the Effective Date, shall have the right to transfer, in one or more transactions, the ownership interest in Developer, without City's consent, to any entity or entities to which Developer is permitted, without City's consent, to transfer property and assign its obligations in the Redevelopment Area pursuant to **Section 32** hereof. Upon submission by Developer of any request for transfer to City, City shall have the right to request such documentation and information as City shall determine to be reasonably necessary or desirable to determine whether such transfer is acceptable to City. Any purported transfer by Developer or any party owning any interest in Developer of any interest without the consent of City shall be null and void. In addition, City may require Developer, as a condition precedent to the transfer of any interests in Developer, to require the transferee to enter into a Transferee Agreement with City upon terms requested by such transferee and acceptable to City, obligating the transferee to comply with the requirements of the Redevelopment Plan and the obligations in this Contract relating to the property. Notwithstanding the foregoing, Developer or Developer's members, or any one of them, may, without notice to or approval of City, transfer interests in Developer to any Affiliate

of such member, if such transfer does not result in a material change in the controlling interests of Developer.

35. 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 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 Area or a portion thereof and the Project Improvements, except for any claims, demands, liabilities and costs incurred due to the negligence or willful misconduct of City, its employees, agents or assigns.

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

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

D. Developer expressly confirms and agrees that it has provided this indemnification and assumes the obligations under this Contract imposed upon Developer

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

E. The right to indemnification set forth in this Contract shall survive the termination of this Contract and the Redevelopment Area as a development area but in no event will the right to indemnification survive the applicable statute of limitation period for the specific cause of action.

At any time during the effective period of this Contract, if a third party brings an action (or raises a defense to an action filed by the City) against the City or the City's officials, agents, employees or representatives contesting the validity or legality of the Redevelopment Area, the Redevelopment Projects, singularly or collectively, the Plan, the Plan Ordinance and the findings therein, any Ordinance approving the Redevelopment Projects, the Obligations, or the Ordinance approving this Contract, the Developer shall assume the defense of such claim or action with counsel jointly determined by the Developer and the City, which shall include, but not necessarily be limited to, the City Attorney and the City's special counsel for economic development matters, and pay the actual and reasonable costs and fees of such counsel. The Developer may not settle or compromise any claim or action for which the Developer has assumed the defense without the prior approval of the City. However, if the City does not approve a settlement or compromise which the Developer would agree to, the Developer shall not be responsible for any costs or expenses incurred thereafter in the defense of such claim or action. The Parties expressly agree that so long as no conflicts of interest exist between them with regard to the handling of such litigation, the same attorney or attorneys may simultaneously represent the City and the Developer in any such proceeding; provided, the Developer and the agreed-to counsel shall reasonably consult with the City throughout the course of any such action and the Developer shall pay all reasonable and necessary costs incurred by the City in connection with such action. All cost of any such defense, whether incurred by the City or the Developer, shall be deemed to be Reimbursable Project Costs and reimbursable from any amounts in the Special Allocation Fund or from the proceeds of Obligations, and such reimbursable litigation costs shall be in addition to the Reimbursable Project Costs set forth in the Redevelopment Project Cost Budget established in **Exhibit F**.

36. **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 a Redevelopment Project as therein stated, except for any extensions or waivers described herein and Excusable Delays (as defined in **Section 37** 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, then in regard to the particular Project Phase in which such default occurred, 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, and, in the case of default by Developer, City is granted the right to terminate the Developer's rights to implement such Redevelopment Project, the right to apply any deposit or other funds submitted by Developer to City in payment of the actual and reasonable damages suffered by it, the right to withhold or apply funds generated within the applicable Redevelopment Project Area from the Special Allocation Fund to such extent as is necessary to protect City from loss or to ensure that the applicable Redevelopment Project is fully and successfully implemented in a timely fashion, and the right to withhold issuance of a Certificate of Completion and Compliance. Provided, however, that the Parties agree that certain obligations of Developer are dependent upon market conditions and, as such, Developer shall not be subject to damages for failure to perform which failure is directly related to market conditions as described in **Section 6.A.**

B. If any action is instituted by either party hereunder, the nonprevailing 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, in connection with the applicable Redevelopment Project in which Developer's default occurred and remained uncured, certify any Reimbursable Project Costs, approve any Certification Application or Draw Certificate 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 36.A. herein. If City shall at any time elect to rely upon the provisions of this Section 36.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 the provisions of Section 36.F. hereof, if the City terminates the Developer's rights to implement a particular Redevelopment Project, the City shall be required to, in connection with the applicable Redevelopment Project in which Developer's right to implement the Redevelopment Project have been terminated, in due course according to the standards set forth herein, certify any Reimbursable Project Costs, approve any Certification Application or Draw Certificate and reimburse Developer for any Reimbursable Project Costs pursuant to Section 20, incurred or paid by Developer for actual work done related to Reimbursable Project Costs up to and including the date of termination.

H. 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 36.H. shall not prevent the award of attorneys' fees under Section 36.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.

37. 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 Legal Requirements 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, delays in achieving preconditions for financing, permitting and entitlements, governmental actions, construction problems, 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 weather delays (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, except as provided in Section 14 hereof and except if financing commitments obtained by Developer are not fulfilled by the party issuing such commitment through no fault of Developer, in which case Developer shall be entitled to such additional time reasonably necessary to obtain new financing commitments. Notwithstanding the foregoing, in no event shall such Excusable Delays entitle Developer to a certificate of occupancy for any structure located within the Redevelopment Area until a certificate of substantial completion for the Public Project Improvements applicable to such

lot as provided on **Exhibit D** has been issued by City pursuant to the provisions of the City's adopted Public Works engineering standards and requirements.

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

Any notice to City shall be addressed to:

City Administrator	Deputy City Clerk
City of Liberty, Missouri	City of Liberty, Missouri
City Hall	City Hall
101 East Kansas	101 East Kansas
Liberty, Missouri 64068	Liberty, Missouri 64068

With a copy to:

Rouse Frets White Goss Gentile Rhodes, P.C.
Attn: Patricia Jensen
4510 Belleview Avenue, Suite 300
Kansas City, Missouri 64111

Any notice to Developer shall be addressed to:

GaleHart Communities LLC
Attn: David Gale
400 SW Longview Blvd, Suite 240
Lee's Summit, MO 64081

With a copy to:

Husch Blackwell LLP
Attn: Charles Renner
4801 Main St., Ste. 1000
Kansas City, MO 64112

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.

39. **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.

40. **Effective Date.** This Contract shall become effective on the Effective Date and shall remain in full force and effect until the completion of all Public Project Improvements, as described herein, and so long as any Obligations or Reimbursable Project Costs remain outstanding and unpaid, subject, however, to the provisions of **Section 36** hereof.

41. Recording. Upon full execution by City and Developer, this Contract shall be recorded by City, at Developer's expense, in the Office of the Recorder of Deeds for Clay County, in Liberty, Missouri.

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

43. Covenant Running With the Land. The provisions of this Contract shall remain in effect for the duration of the Redevelopment Plan and any renewal period or periods of the Redevelopment Plan at the end of which time they shall cease. They shall be covenants running with the land and shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and be enforceable by, City, its successors and assigns, against Developer, its successors and assigns, and every successor in interest to the subject real property, or any part of it or any interest in it and any party in possession or occupancy of the real property or any part thereof (provided, subject to the provisions of **Section 33-32** 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).

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

45. Administrative Costs and Expenses.

- A. In order to reimburse City for its administrative costs and expenses (including staff time) in connection with the preparation, development and implementation of the Redevelopment Plan and Redevelopment Projects, the issuance of Obligations and the performance of its obligations under this Contract or any agreement or instrument entered into pursuant to this Contract or in connection with the Redevelopment Projects, the Redevelopment Plan, or the Obligations, the City shall be reimbursed one-half percent (0.5%) of the sum total of the Payments in Lieu of Taxes, Economic Activity Taxes, and CID Sales Taxes paid into the Special Allocation Fund or collected by the CID in any year, less the sum total of the Surplus Payments In Lieu of Taxes (collectively, "**City Administrative Fees**"). The City Administrative Fees shall be calculated and dispersed on a monthly basis or as received by the State/County.
- B. Developer and the City previously entered into that Funding Agreement dated June 14, 2021, which provided in part for the funding of certain costs and expenses anticipated to be incurred by the City in connection with the preparation and approval of the Redevelopment Plan and this Contract. The City and Developer agree that upon the

Effective Date of this Contract, the Funding Agreement shall terminate and any funds held by the City pursuant to the Funding Agreement shall continue to be held by the City pursuant to this Contract and shall be made available to reimburse the City for its actual and necessary costs and expenses incurred related to the preparation and implementation of the Redevelopment Plan, this Contract, and other necessary documents. The City shall hold such amounts in a separate segregated account (the “**City Administrative Fee Account**”) and shall provide Developer with an accounting of the City Administrative Fee Account within ten (10) days of such request.

- C. In the event that the City Administrative Fees actually collected or reasonably expected to be collected for any calendar year pursuant to **Section 45.A.** are less than SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) (“**Minimum Administrative Fee Account Balance**”), then on or before December 31st of each calendar year following the Effective Date of this Contract, Developer shall pay to the City the amount that will cause the City Administrative Fee Account to contain the Minimum Administrative Fee Account Balance.
- D. In no event shall Developer be required to pay more than SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) for any calendar year. Any deficits existing in the City Administrative Fee Account or any failure of the Developer to make the payment described in Section 45.C. shall carryover to subsequent years until City is fully reimbursed from the Special Allocation Fund or from the proceeds of Obligations. Any Minimum Administrative Fee Account Balance paid by Developer shall be an eligible Reimbursable Project Cost and reimbursable from any amounts in the Special Allocation Fund or from the proceeds of Obligations, and such City Administrative Fees shall be in addition to the Reimbursable Project Costs set forth in the Redevelopment Project Cost Budget established in **Exhibit F**.
- E. Upon the request of Developer, ~~=~~ City shall ~~-,~~ at City’s sole cost and expense, furnish appropriate documentation of the administrative costs and expenses as referred to in this **Section 45** which are in its possession, and shall allow Developer or its representatives an opportunity to review the accounts and records of City with regard to such administrative costs and expenses, such review to be at the sole cost and expense of Developer and conducted at such time as is mutually agreeable to the parties, but in no event more frequently than monthly.

46. 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.

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

48. 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 City Council, and no action by the City Council in exercising its legislative authority shall be a default under this Contract.

49. 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 City Council 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 Developer Public Project Plans, site plans and building elevations, construction plans and the Design Criteria and any amendments thereto. The Developer, in recognition of the significant public investment of the City; and the City, in recognition of the substantial financial commitment of the Developer, agrees to cooperate in good faith to accomplish the expeditious and optimal utilization of the retail space in Redevelopment Area. The Developer agrees and acknowledges that in each instance in this Contract or elsewhere where the City is required or has the right to review or give its approval or consent, no such review, approval or consent will imply or be deemed to constitute an opinion by the City, nor impose upon the City any responsibility for the design or construction of building elements, including but not limited to the structural integrity or life/safety requirements or adequacy of budgets or financing or compliance with any applicable federal or state law, or local ordinance or regulation, including the Environmental Laws. All reviews, approval and consents by the City under the terms of this Contract are for the sole and exclusive benefit of the Developer and no other person or party will have the right to rely thereon.

[Remainder of Page Intentionally Blank.]

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

CITY:

THE CITY OF LIBERTY, MISSOURI, a
municipal corporation

ATTEST:

City Clerk

By: _____

Print Name: _____

Title: Mayor

APPROVED AS TO FORM:

City Attorney

DEVELOPER:

GaleHart Communities LLC

By: _____

Title: _____

STATE OF _____)
)
COUNTY OF _____) ss.

On this ____ day of _____, 2022, before me personally appeared _____, to me known, who being by me duly sworn, did say that he is the Mayor of The City of Liberty, Missouri, a Missouri municipal corporation, that said corporation has a corporate seal, that said instrument was signed on behalf of said corporation by authority of its City Council, and acknowledged said instrument to be the free act and deed of said corporation.

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

Print Name: _____

Notary Public in and for said County and State

My Commission Expires:

STATE OF _____)
_____)
COUNTY OF _____) ss.

On this ____ day of _____, 2022, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did say he/she is the _____ of GaleHart Communities LLC, and acknowledged said instrument to be his/her 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.

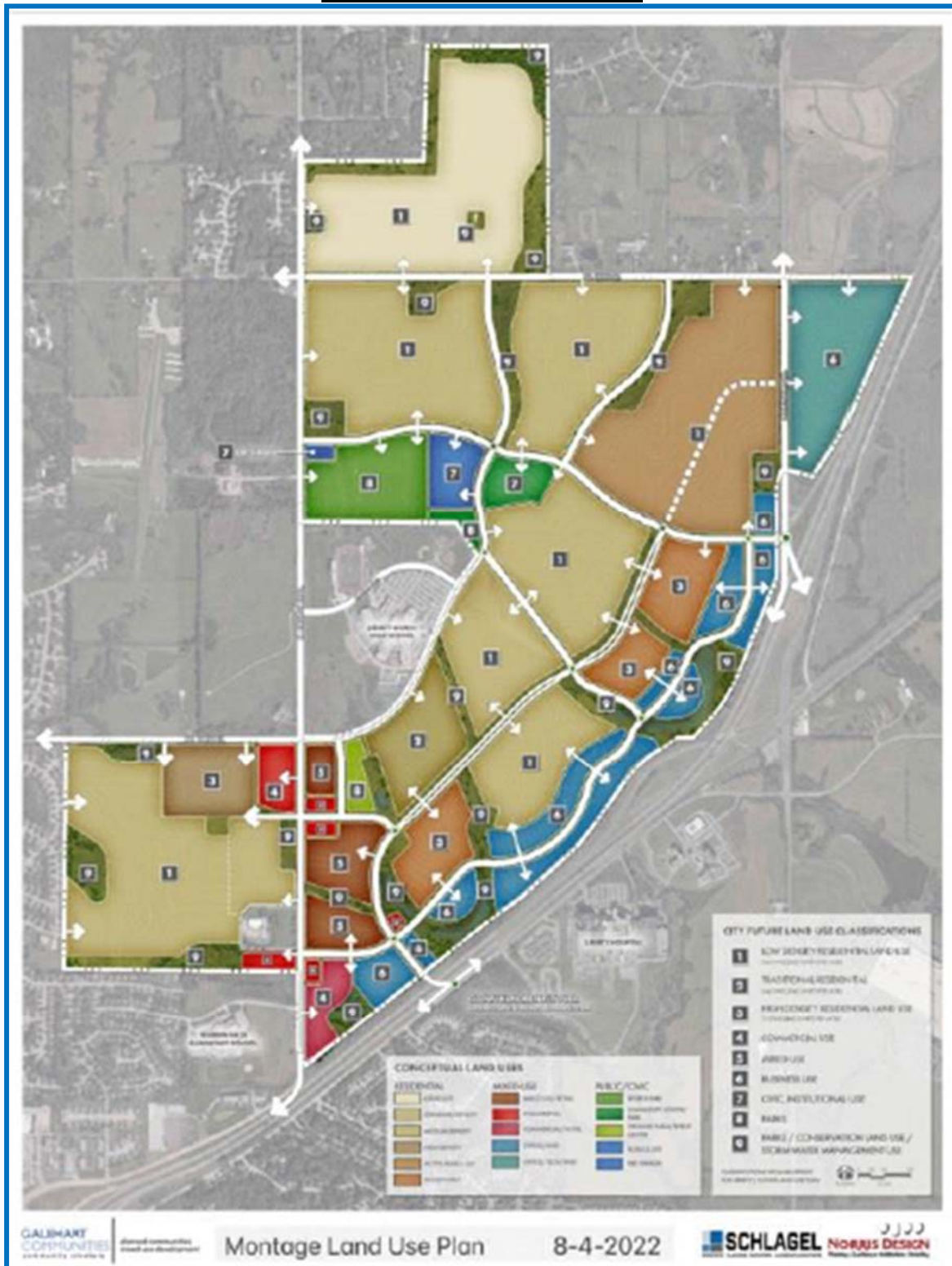
Print Name: _____

Notary Public in and for said County and State

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF MONTAGE TIF PLAN –
REDEVELOPMENT AREA



TRACT 1:

All that part of the West one half of Section 29, Township 52, Range 31, lying Northwesterly of Interstate Highway I-35, in Clay County, Missouri, being more particularly described as follows: Beginning at the Northwest corner of Section 29, Township 52, Range 31; thence along the North line of Northwest One-Quarter of said Section 29, North 89 degrees 38 minutes 57 seconds East a distance of 1394.06 feet to a point on the Westerly right of way line of Interstate Highway No. 35 as now established; thence along said Westerly right of way line the following five courses, South 25 degrees 46 minutes 30 seconds West a distance of 467.32 feet; thence South 21 degrees 51 minutes 12 seconds West a distance of 1551.31 feet; thence South 34 degrees 07 minutes 17 seconds West a distance of 504.18 feet; thence North 77 degrees 16 minutes 44 seconds West a distance of 292.98 feet; thence South 89 degrees 44 minutes 46 seconds West a distance of 35.00 feet to a point on the West line of the said Northwest One-Quarter of Section 29; thence along said West line, North 00 degrees 15 minutes 14 seconds West a distance of 2205.17 feet to the Point of Beginning and containing 46.16 acres more or less, Except that part taken or used for road right of way.

TRACT 2:

Part of the Northeast One-Quarter of Section 36, Township 52, Range 32, in Clay County, Missouri, being described as follows:

Beginning at the Northeast corner of the Northeast One-Quarter of said Section 36; thence along the East line of the said Northeast One-Quarter, South 00 degrees 20 minutes 07 seconds West a distance of 696.31 feet; North 89 degrees 31 minutes 17 seconds West a distance of 646.25 feet; thence North 00 degrees 29 minutes 28 seconds East a distance of 696.39 feet to a point on the North line of the said Northeast One-Quarter; thence along the said North line South 89 degrees 30 minutes 58 seconds East a distance of 644.36 feet to the Point of Beginning and containing 10.31 acres more or less, Except that part taken or used for road right of way.

TRACT 3:

Part of the Northeast One-Quarter of Section 36, Township 52, Range 32, in Clay County, Missouri, being described as follows:

Beginning at the Southeast corner of the Northeast One-Quarter of said Section 36; thence along the South line of the said Northeast One-Quarter, North 89 degrees 29 minutes 04 seconds West a distance of 698.90 feet; thence North 00 degrees 20 minutes 34 seconds East a distance of 216.72 feet; thence South 89 degrees 30 minutes 13 seconds East a distance of 698.87 feet to a point on the East line of the said Northeast One-Quarter; thence along said East line South 00 degrees 20 minutes 07 seconds West a distance of 216.95 feet to the Point of Beginning and containing 3.47 acres more or less, Except that part taken or used for road right of way.

TRACT 4:

Part of the North one-half of Section 31 and part of the South one-half of Section 30, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Commencing at the Northwest corner of Section 31 and the Southwest corner of Section 30; thence along the West line of said Section 31, South 00 degrees 20 minutes 07 seconds West a distance of 66.49 feet to a point on the Westerly extension of the South right of way line of Northeast 104th Street as now established by LIBERTY SECOND HIGH SCHOOL, a subdivision in the City of Liberty, said point being the Point of Beginning; thence along the said South right of way line of Northeast 104th Street and the Westerly extension thereof for the following three courses, South 89 degrees 49 minutes 07 seconds East a distance of 245.79 to a point of curvature; thence Northeasterly on a curve to the left being tangent to the previous course, having a radius of 1265.00 feet, a central angle of 65 degrees 43 minutes 47 seconds and an arc length of 1451.21 feet; thence North 24 degrees 27 minutes 06 seconds East a distance of 443.25 feet; thence South 19 degrees 56 minutes 29 seconds East a distance of 1262.62 feet; thence North 44 degrees 52 minutes 58 seconds East a distance of 696.64 feet to a point of curvature; thence Northeasterly on a curve to the right being tangent to the previous course, having a radius of 1500.00 feet, a central angle of 16 degrees 23 minutes 51 seconds and an arc length of 429.29 feet; thence North 61 degrees 16 minutes 50 seconds East a distance of 305.30 feet; thence South 28 degrees 43 minutes 10 seconds East a distance of 77.58 feet to a point of curvature; thence Southeasterly on a curve to the left being tangent to the previous course, having a radius of 300.00 feet, a central angle of 38 degrees 31 minutes 41 seconds and an arc length of 201.73 feet; thence South 67 degrees 14 minutes 52 seconds East a distance of 429.20 feet to a point of curvature; thence Southeasterly on a curve to the right being tangent to the previous course, having a radius of 300.00 feet, a central angle of 26 degrees 41 minutes 15 seconds and an arc length of 139.74 feet; thence South 40 degrees 33 minutes 37 seconds East a distance of 163.36 feet to a point of curvature; thence Southwesterly on a curve to the left having an initial tangent bearing of South 49 degrees 26 minutes 23 seconds West, a radius of 500.00 feet, a central angle of 26 degrees 36 minutes 51 seconds and an arc length of 232.25 feet; thence South 22 degrees 49 minutes 32 seconds West a distance of 27.00 feet to a point of curvature; thence Southwesterly on a curve to the right being tangent to the previous course, having a radius of 500.00 feet, a central angle of 38 degrees 34 minutes 11 seconds and an arc length of 336.59 feet to a point of reverse curvature; thence Southwesterly on a curve to the left having an initial tangent bearing of South 61 degrees 08 minutes 40 seconds West, a radius of 550.00 feet, a central angle of 46 degrees 28 minutes 03 seconds and an arc length of 446.06 feet; thence South 75 degrees 19 minutes 22 seconds East a distance of 370.59 feet to a point on the Northerly right of way line of Interstate Highway No. 35 as now established; thence along said Northerly right of way line the following eight courses, South 35 degrees 20 minutes 02 seconds West a distance of 86.08 feet to a point of curvature; thence Southwesterly on a curve to the right having an initial tangent bearing of South 31 degrees 00 minutes 00 seconds West, a radius of 2724.79 feet, a central angle of 20 degrees 44 minutes 00 seconds and an arc length of 986.01 feet; thence South 47 degrees 18 minutes 20 seconds West a distance of 388.58 feet; thence South 51 degrees 44 minutes 00 seconds West a distance of 500.00 feet; thence South 65 degrees 46 minutes 10 seconds West a distance of 103.08 feet; thence South 51 degrees 44 minutes 00 seconds West a distance of 600.00 feet; thence South 37 degrees 41 minutes 50 seconds West a distance of 103.08 feet; thence South 51 degrees 43 minutes 32 seconds West a distance of 3.97 feet; thence departing said Northerly right of way line, North 37 degrees 58 minutes 12 seconds West a distance of 574.44 feet to a point of curvature; thence Southwesterly on a curve to the right having an initial tangent

bearing of South 45 degrees 47 minutes 50 seconds West, a radius of 1000.00 feet, a central angle of 06 degrees 13 minutes 58 seconds and an arc length of 108.78 feet; thence South 52 degrees 01 minutes 48 seconds West a distance of 175.57 feet; thence North 38 degrees 23 minutes 06 seconds West a distance of 77.65 feet to a point of curvature; thence Northwesterly on a curve to the right being tangent to the previous course having a radius of 700.00 feet, a central angle of 32 degrees 47 minutes 39 seconds and an arc length of 400.66 feet; thence North 05 degrees 35 minutes 27 seconds West a distance of 205.64 feet to a point of curvature; thence Northerly and Northeasterly on a curve to the right being tangent to the previous course having a radius of 700.00 feet, a central angle of 50 degrees 28 minutes 25 seconds and an arc length of 616.65 feet; thence North 44 degrees 52 minutes 58 seconds East a distance of 50.00 feet; thence North 45 degrees 07 minutes 02 seconds West a distance of 106.57 feet to a point of curvature; thence Northwesterly on a curve to the left being tangent to the previous course, having a radius of 300.00 feet, a central angle of 44 degrees 31 minutes 16 seconds and an arc length of 233.11 feet; thence North 89 degrees 38 minutes 18 seconds West a distance of 333.88 feet; thence North 00 degrees 21 minutes 42 seconds East a distance of 232.00 feet; thence North 89 degrees 38 minutes 18 seconds West a distance of 463.70 feet to a point on the West line of said Section 31; thence along said West line North 00 degrees 20 minutes 07 seconds East a distance of 584.44 feet to the Point of Beginning and containing 160.72 acres more or less, Except that part taken or used for road right of way.

TRACT 5:

Part of the Northeast One-Quarter of Section 36, Township 52, Range 32, in Clay County, Missouri, being described as follows:

Commencing at the Southeast corner of the Northeast One-Quarter of said Section 36; thence along the South line of the said Northeast One-Quarter, North 89 degrees 29 minutes 04 seconds West a distance of 698.90 feet to the Point of Beginning; thence continuing along the South line of the said Northeast One-Quarter, North 89 degrees 29 minutes 04 seconds West a distance of 1947.35 feet to the Southwest corner of the said Northeast One-Quarter; thence along the West line of the said Northeast One-Quarter, North 00 degrees 29 minutes 48 seconds East a distance of 2637.10 feet to the Northwest corner of the said Northeast One-Quarter; thence along the North line of said Northeast One-Quarter, South 89 degrees 30 minutes 58 seconds East a distance of 982.23 feet; thence South 00 degrees 28 minutes 43 seconds West a distance of 196.87 feet to a point of curvature; thence Southwesterly on a curve to the right being tangent to the previous course, having a radius of 300.00 feet, a central angle of 08 degrees 39 minutes 18 seconds and an arc length of 45.32 feet; thence South 09 degrees 08 minutes 01 seconds West a distance of 110.42 feet to a point of curvature; thence Southeasterly on a curve to the left being tangent to the previous course having a radius of 300.00 feet, a central angle of 105 degrees 45 minutes 43 seconds and an arc length of 553.77 feet; thence North 83 degrees 22 minutes 18 seconds East a distance of 204.18 feet to a point of curvature; thence Easterly on a curve to the right being tangent to the previous course, having a radius of 300.00 feet, a central angle of 07 degrees 06 minutes 26 seconds and an arc length of 37.21 feet; thence South 89 degrees 31 minutes 17 seconds East a distance of 8.75 feet; thence South 00 degrees 14 minutes 44 seconds West a distance of 1331.42 feet; thence South 89 degrees 30 minutes 51 seconds East a distance of 395.2 feet; thence South 00 degrees 20 minutes 34 seconds West a distance of 640.37 feet to the Point of Beginning and containing 90.86 acres more or less, Except that part taken or used for road right of way.

TRACT 6:

Part of Section 30, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Beginning at the West One-Quarter corner of said Section 30; thence along the West line of the Northwest One-Quarter of said Section 30, North 00 degrees 20 minutes 45 seconds East a distance of 789.22 feet; thence South 89 degrees 38 minutes 18 seconds East a distance of 574.66 feet to a point of curvature; thence Northeasterly on a curve to the left being tangent to the previous course, having a radius of 700.00 feet, a central angle of 14 degrees 10 minutes 11 seconds and an arc length of 173.12 feet; thence North 76 degrees 11 minutes 30 seconds East a distance of 316.36 feet to a point of curvature; thence Northeasterly and Southeasterly on a curve to the right being tangent to the previous course, having a radius of 1500.00 feet, a central angle of 40 degrees 44 minutes 29 seconds and an arc length of 1066.61 feet; thence South 63 degrees 04 minutes 01 seconds East a distance of 137.59 feet; thence North 26 degrees 55 minutes 59 seconds East a distance of 162.05 feet to a point of curvature; thence Northerly on a curve to the left being tangent to the previous course, having a radius of 700.00 feet, a central angle of 39 degrees 37 minutes 48 seconds and an arc length of 484.17 feet; thence North 12 degrees 41 minutes 48 seconds West a distance of 395.11 feet; thence North 77 degrees 18 minutes 12 seconds East a distance of 630.58 feet; thence South 66 degrees 02 minutes 22 seconds East a distance of 984.89 feet to a point of curvature; thence Southwesterly on a curve to the right having an initial tangent bearing of South 51 degrees 03 minutes 18 seconds West, a radius of 1200.00 feet, a central angle of 01 degrees 04 minutes 43 seconds and an arc length of 22.59 feet; thence South 52 degrees 08 minutes 01 seconds West a distance of 254.09 feet; thence South 61 degrees 33 minutes 56 seconds East a distance of 1387.38 feet; thence South 89 degrees 38 minutes 18 seconds East a distance of 774.80 feet to a point on the East line of the Northeast One-Quarter of said Section 30; thence along said east line, South 00 degrees 15 minutes 14 seconds East a distance of 198.63 feet to a point on the Northerly right of way line of Interstate highway No. 35 as now established; thence along said Northerly right of way line the following four courses, South 89 degrees 56 minutes 22 seconds West a distance of 35.00 feet; thence South 14 degrees 54 minutes 13 seconds West a distance of 155.26 feet; thence South 00 degrees 03 minutes 38 seconds East a distance of 422.68 feet; thence South 01 degrees 06 minutes 43 seconds East a distance of 204.28 feet; thence departing said Northerly right of way line, North 89 degrees 38 minutes 18 seconds West a distance of 871.73 feet to a point of curvature; thence Northwesterly on a curve to the right being tangent to the previous course, having a radius of 1000.00 feet, a central angle of 23 degrees 36 minutes 09 seconds and an arc length of 411.94 feet; thence North 66 degrees 02 minutes 09 seconds West a distance of 73.74 feet; thence South 23 degrees 09 minutes 52 seconds West distance of 780.32 feet; thence North 66 degrees 50 minutes 08 seconds West a distance of 1437.26 feet; thence North 26 degrees 55 minutes 59 seconds East a distance of 480.59 feet; thence North 63 degrees 04 minutes 01 seconds West a distance of 112.64 feet; thence South 78 degrees 55 minutes 49 seconds West a distance of 595.04 feet to a point of curvature; thence Southeasterly on a curve to the left having an initial tangent bearing of South 15 degrees 43 minutes 32 seconds East, a radius of 700.00 feet, a central angle of 12 degrees 15 minutes 10 seconds and an arc length of 149.70 feet to a point of reverse curvature; thence Southwesterly on a curve to the right having an initial tangent bearing of South 27 degrees 58 minutes 43 seconds East, a radius of 400.00 feet, a central angle of 65 degrees 16 minutes 17 seconds and an arc length of 455.68 feet to a point on the North line of LIBERTY

SECOND HIGH SCHOOL, a subdivision in the City of Liberty; thence along said North line the following two courses, North 33 degrees 33 minutes 21 seconds West a distance of 487.26 feet; thence North 89 degrees 56 minutes 33 seconds West a distance of 1804.18 feet to a point on the West line of the Southwest One-Quarter of said Section 30; thence along said West line, North 00 degrees 22 minutes 39 seconds East a distance of 198.02 feet to the Point of Beginning.

EXCEPT

That part taken or used for road right of way.

AND EXCEPT

Part of the North One-Half of Section 30, Township 52 North, Range 31 West, Clay County, Missouri, being described as follows:

Beginning at the Southwest corner of the Northwest One-Quarter of said Section 30; thence North along the West line of the said Northwest One-Quarter to the Northwest corner thereof; thence East along the North line of said Section 30 to the Northwest corner of the East one half of the Northeast One- Quarter of said Section 30; thence South along the West line of the said the East one half of the Northeast One- Quarter of said Section 30 to the Southwest corner thereof; thence West along the East-West centerline of said Section 30 to the Point of Beginning.

The property included within this entire description contains 64.94 acres, more or less.

TRACT 7:

Part of the West one half of Section 31, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Beginning at the West One-Quarter corner of said Section 31; thence along the West line of the Northwest One Quarter of said Section 31, North 00 degrees 20 minutes 07 seconds East a distance of 216.95 feet; thence South 89 degrees 37 minutes 49 seconds East a distance of 606.80 feet to a point of curvature; thence Northeasterly on a curve to the left having an initial tangent bearing of South 89 degrees 38 minutes 18 seconds East, a radius of 700.00 feet, a central angle of 38 degrees 19 minutes 54 seconds and an arc length of 468.31 feet; thence North 52 degrees 01 minutes 48 seconds East a distance of 214.02 feet to a point of curvature; thence Northeasterly on a curve to the left being tangent to the previous course, having a radius of 1000.00 feet, a central angle of 06 degrees 13 minutes 58 seconds and an arc length of 108.78 feet; thence South 37 degrees 58 minutes 12 seconds East a distance of 574.44 feet to a point on the Northerly right of way line of Interstate Highway No. 35 as now established; thence along said Northerly right of way line the following five courses, South 51 degrees 42 minutes 11 seconds West a distance of 1918.75 feet; thence North 38 degrees 17 minutes 49 seconds West a distance of 88.00 feet; thence North 20 degrees 56 minutes 51 seconds West a distance of 143.53 feet; thence North 04 degrees 36 minutes 29 seconds West a distance of 36.06 feet; thence South 89 degrees 46 minutes 33 seconds West a distance of 40.42 feet to a point on the West line of the Southwest One-Quarter of said Section 31, thence along said West line, North 00 degrees 31 minutes 53 seconds East a distance of 838.80

feet to the Point of Beginning and containing 30.85 acres more or less, Except that part taken or used for road right of way.

TRACT 8:

Part of the Northwest One Quarter of Section 31, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Commencing at the Northwest corner of said Section 31; thence along the West line of said Northwest One Quarter, South 00 degrees 20 minutes 07 seconds West a distance of 584.44 feet to the Point of Beginning; thence South 89 degrees 38 minutes 18 seconds East a distance of 463.70 feet; thence South 00 degrees 21 minutes 42 seconds West a distance of 463.50 feet; thence North 89 degrees 39 minutes 53 seconds West a distance of 463.49 feet to a point on the said West line of said Northwest One Quarter; thence along said West line, North 00 degrees 20 minutes 07 seconds East a distance of 463.71 feet to the Point of Beginning and containing 4.93 acres more or less, Except that part taken or used for road right of way.

TRACT 9:

Part of the Northeast One-Quarter of Section 36, Township 52, Range 32, in Clay County, Missouri, being described as follows:

Commencing at the Northeast corner of the Northeast One-Quarter of said Section 36; thence along the East line of the said Northeast One-Quarter, South 00 degrees 20 minutes 07 seconds West a distance of 696.31 feet; North 89 degrees 31 minutes 17 seconds West a distance of 646.25 feet to the Point of Beginning; thence continuing North 89 degrees 31 minutes 17 seconds West a distance of 449.82 feet; thence North 00 degrees 14 minutes 44 seconds East a distance of 30.00 feet; thence North 89 degrees 31 minutes 17 seconds west a distance of 8.75 feet to a point of curvature; thence Southwesterly on a curve to the left being tangent to the previous course, having a radius of 300.00 feet, a central angle of 07 degrees 06 minutes 26 seconds and an arc length of 37.21 feet; thence South 83 degrees 22 minutes 18 seconds West a distance of 204.18 feet to a point of curvature; thence Westerly and Northerly on a curve to the right being tangent to the previous course, having a radius of 300.00 feet, a central angle of 105 degrees 45 minutes 43 seconds and an arc length of 553.77 feet; thence North 09 degrees 08 minutes 01 seconds East a distance of 110.42 feet to a point of curvature; thence Northerly on a curve to the left being tangent to the previous course, having a radius of 300.00 feet, a central angle of 08 degrees 39 minutes 18 seconds and an arc length of 45.32 feet; thence North 00 degrees 28 minutes 43 seconds East a distance of 196.87 feet to a point on the North line of the said Northeast One-Quarter; thence along the said North line South 89 degrees 30 minutes 58 seconds East a distance of 1012.24 feet to the Point of Beginning and containing 15.85 acres more or less, Except that part taken or used for road right of way.

TRACT 10:

Part of the North one half of Section 31 and part of the South one half of Section 30, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Commencing at the Northwest corner of the Northeast One-Quarter of said Section 31 and the Southwest corner of the Southeast One-Quarter of said Section 30; thence along the North line of said Northeast One-Quarter of Section 31 and the South line of said Southeast One-Quarter of Section 30, South 89 degrees 20 minutes 03 seconds East a distance of 1174.36 feet to the Point of Beginning; thence North 40 degrees 33 minutes 37 seconds West a distance of 477.61 feet to a point of curvature; thence Northwesterly on a curve to the left being tangent to the previous course, having a radius of 300.00 feet a central angle of 26 degrees 41 minutes 15 seconds and an arc length of 139.74 feet; thence North 67 degrees 14 minutes 52 seconds West a distance of 429.20 feet to a point of curvature; thence Northwesterly on a curve to the right being tangent to the previous course, having a radius of 300.00 feet a central angle of 38 degrees 31 minutes 41 seconds and an arc length of 201.73 feet; thence North 28 degrees 43 minutes 10 seconds West a distance of 77.58 feet; thence North 61 degrees 16 minutes 50 seconds East a distance of 303.10 feet to a point of curvature; thence Northeasterly on a curve to the left being tangent to the previous course, having a radius of 700.00 feet, a central angle of 38 degrees 06 minutes 57 seconds and an arc length of 465.67 feet; thence North 23 degrees 09 minutes 52 seconds East a distance of 234.90 feet; thence South 45 degrees 53 minutes 02 seconds East a distance of 289.69 feet to a point of curvature; thence Southeasterly on a curve to the left being tangent to the previous course, having a radius of 1300.00 feet, a central angle of 25 degrees 41 minutes 20 seconds and an arc length of 582.87 feet to a point of curvature; thence Northeasterly on a curve to the right having an initial tangent bearing of North 36 degrees 25 minutes 16 seconds East, a radius of 300.00 feet, a central angle of 34 degrees 04 minutes 52 seconds and an arc length of 178.45 feet; thence North 70 degrees 30 minutes 08 seconds East a distance of 115.28 feet; thence South 66 degrees 50 minutes 08 seconds East a distance of 447.52 feet to a point of the Westerly right of way line of Interstate Highway No. 35 as now established; thence along said Westerly right of way line the following five courses, South 22 degrees 34 minutes 51 seconds West a distance of 218.45 feet to a point of curvature; thence Southwesterly on a curve to the right being tangent to the previous course, having a radius of 3659.72 feet, a central angle of 04 degrees 27 minutes 28 seconds and an arc length of 284.73 feet; thence South 36 degrees 43 minutes 17 seconds West a distance of 601.18 feet; thence South 75 degrees 32 minutes 11 seconds West a distance of 188.16 feet to a point of curvature; thence Southwesterly on a curve to the left being tangent to the previous course, having a radius of 1074.93 feet, a central angle of 11 degrees 41 minutes 53 seconds and an arc length of 219.47 feet; thence North 40 degrees 33 minutes 37 seconds West a distance of 116.48 feet to the Point of Beginning and containing 36.48 acres more or less, Except that part taken or used for road right of way.

TRACT 11:

Part of the North one half of Section 31 and part of the South one half of Section 30, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Commencing at the Northwest corner of Section 31 and the Southwest corner of Section 30; thence along the North line of said Section 31 and the South line of said Section 30, South 89 degrees 49 minutes 07 seconds East a distance of 1977.67 feet to the Point of Beginning; thence North 19 degrees 56 minutes 29 seconds West a distance of 1153.00 feet to a point on the Easterly right of way line of Northeast 104th Street as now established by LIBERTY SECOND HIGH SCHOOL, a subdivision in the City of Liberty; thence along said Easterly right of way line the following two

courses, North 24 degrees 27 minutes 06 seconds East a distance of 367.04 feet to a point of curvature; thence Northeasterly on a curve to the right being tangent to the previous course, having a radius of 2560.00 feet, a central angle of 07 degrees 29 minutes 47 seconds and an arc length of 334.94 feet; thence South 57 degrees 25 minutes 29 seconds East a distance of 1235.20 feet to a point of curvature; thence Southeasterly on a curve to the right being tangent to the previous course, having a radius of 300.00 feet, a central angle of 28 degrees 42 minutes 19 seconds and an arc length of 150.30 feet; thence South 28 degrees 43 minutes 10 seconds East a distance of 165.37 feet; thence South 61 degrees 16 minutes 50 seconds West a distance of 305.30 feet to a point of curvature; thence Southwesterly on a curve to the left being tangent to the previous course, having a radius of 1500.00 feet, a central angle of 16 degrees 23 minutes 51 seconds and an arc length of 429.29 feet; thence South 44 degrees 52 minutes 58 seconds West a distance of 696.64 feet; thence North 19 degrees 56 minutes 29 seconds West a distance of 109.62 feet to the Point of Beginning and containing 31.90 acres more or less, Except that part taken or used for road right of way.

TRACT 12:

Part of the Southeast One-Quarter of Section 30, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Commencing at the Northeast corner of the said Southeast One-Quarter of Section 30; thence along the North line of the said Southeast One Quarter, North 89 degrees 37 minutes 38 seconds West a distance of 76.56 feet to a point on the Westerly right of way line of Interstate Highway No. 35 as now established; thence along said Westerly right of way line the following two courses, South 00 degrees 03 minutes 38 seconds East a distance of 139.05 feet; thence South 01 degrees 06 minutes 43 seconds East a distance of 204.28 feet to the Point of Beginning; thence continuing along said Westerly right of way line the following two courses, South 01 degrees 06 minutes 43 seconds East a distance of 426.12 feet; thence South 22 degrees 34 minutes 51 seconds West a distance of 953.20 feet; thence departing said right of way line, North 66 degrees 50 minutes 08 seconds West a distance of 447.52 feet; thence North 70 degrees 30 minutes 08 seconds East a distance of 116.11 feet to a point of curvature; thence Northeasterly on a curve to the left being tangent to the previous course, having a radius of 300.00 feet, a central angle of 47 degrees 20 minutes 16 seconds and an arc length of 247.86 feet thence North 23 degrees 09 minutes 52 seconds East a distance of 244.84 feet to a point of curvature; thence Northeasterly on a curve to the left being tangent to the previous course, having a radius of 300.00 feet, a central angle of 22 degrees 48 minutes 10 seconds and an arc length of 119.40 feet; thence North 00 degrees 21 minutes 42 seconds East a distance of 587.65 feet; thence South 89 degrees 38 minutes 18 seconds East a distance of 359.86 feet to the Point of Beginning and containing 9.60 acres more or less, Except that part taken or used for road right of way.

TRACT 13:

Part of the Northwest One-Quarter of Section 31, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Commencing at the Southwest corner of the said Northwest One-Quarter of Section 31; thence along the West line of the said Northwest One Quarter, North 00 degrees 20 minutes 07 seconds

East a distance of 1000.40 feet to the Point of Beginning; thence continuing along the West line of the said Northwest One Quarter, North 00 degrees 20 minutes 07 seconds East a distance of 549.99 feet; thence South 89 degrees 39 minutes 53 seconds East a distance of 463.49 feet; thence North 00 degrees 21 minutes 42 seconds East a distance of 231.50 feet; thence South 89 degrees 38 minutes 18 seconds East a distance of 333.88 feet to a point of curvature; thence Southeasterly on a curve to the right being tangent to the previous course, having a radius of 300.00 feet, central angle of 44 degrees 31 minutes 16 seconds and an arc length of 233.11 feet; thence South 45 degrees 07 minutes 02 seconds East a distance of 106.57 feet; thence South 44 degrees 52 minutes 58 seconds West a distance of 50.00 feet to a point of curvature; thence Southwesterly on a curve to the left being tangent to the previous course, having a radius of 700.00 feet, a central angle of 50 degrees 28 minutes 25 seconds and an arc length of 616.65 feet; thence South 05 degrees 35 minutes 27 seconds East a distance of 205.64 feet to a point of curvature; thence Southeasterly on a curve to the left being tangent to the previous course, having a radius of 700.00 feet, a central angle of 07 degrees 45 minutes 47 seconds and an arc length of 94.84 feet to a point of curvature; thence Northwesterly on a curve to the right having an initial tangent bearing of South 88 degrees 49 minutes 26 seconds West, a radius of 500.00 feet, a central angle of 20 degrees 48 minutes 07 seconds and an arc length of 181.53 feet; thence North 70 degrees 22 minutes 27 seconds West a distance of 752.53 feet to the Point of Beginning and containing 17.15 acres more or less, Except that part taken or used for road right of way.

TRACT 14:

Part of the Northeast One-Quarter of Section 30, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Commencing at the Northeast corner of the said Northeast One-Quarter of Section 30; thence along the East line of the said Northeast One-Quarter, South 00 degrees 15 minutes 14 seconds East a distance of 894.20 feet to the Point of Beginning; thence continuing South 00 degrees 15 minutes 14 seconds East a distance of 1112.34 feet; thence North 89 degrees 38 minutes 18 seconds West a distance of 774.80 feet; thence North 61 degrees 33 minutes 56 seconds West a distance of 1387.38 feet; thence North 52 degrees 08 minutes 01 seconds East a distance of 254.09 feet to a point of curvature; thence Northeasterly on a curve to the left being tangent to the previous course, having a radius of 1200.00 feet, a central angle of 19 degrees 30 minutes 44 seconds and an arc length of 408.66 feet; South 89 degrees 38 minutes 18 seconds East a 1515.19 feet to the Point of Beginning.
EXCEPT

That part taken or used for road right of way.

AND EXCEPT

Part of the North One-Half of Section 30, Township 52 North, Range 31 West, Clay County, Missouri, being described as follows:

Beginning at the Southwest corner of the Northwest One-Quarter of said Section 30; thence North along the West line of the said Northwest One-Quarter to the Northwest corner thereof; thence

East along the North line of said Section 30 to the Northwest corner of the East one half of the Northeast One- Quarter of said Section 30; thence South along the West line of the said the East one half of the Northeast One- Quarter of said Section 30 to the Southwest corner thereof; thence West along the East-West centerline of said Section 30 to the Point of Beginning.

The property included within this entire description contains 31.87 acres, more or less.

TRACT 15:

Part of the Northwest One-Quarter of Section 31, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Commencing at the Southwest corner of the said Northwest One-Quarter of Section 31; thence along the West line of the said Northwest One Quarter, North 00 degrees 20 minutes 07 seconds East a distance of 216.95 feet to the Point of Beginning; thence continuing along the West line of the said Northwest One Quarter, North 00 degrees 20 minutes 07 seconds East a distance of 783.45 feet; thence South 70 degrees 22 minutes 27 seconds East a distance of 752.53 feet to a point of curvature; thence Southeasterly on a curve to the left being tangent to the previous course, having a radius of 500.00 feet, a central angle of 20 degrees 48 minutes 07 seconds and an arc length of 181.53 feet to a point of curvature; thence Southeasterly on a curve to the left having an initial tangent bearing of South 13 degrees 21 minutes 14 seconds East, a radius of 700.00 feet, a central angle of 25 degrees 01 minutes 52 seconds and an arc length of 305.81 feet; thence South 38 degrees 23 minutes 06 seconds East a distance of 77.65 feet; thence South 52 degrees 01 minutes 48 seconds West a distance of 38.45 feet to a point of curvature; thence Southwesterly on a curve to the right being tangent to the previous course, having a radius of 700.00 feet, a central angle of 38 degrees 19 minutes 54 seconds and an arc length of 468.31 feet; thence North 89 degrees 37 minutes 49 seconds West a distance of 606.80 feet to the Point of Beginning and containing 13.56 acres more or less, Except that part taken or used for road right of way.

TRACT 16:

Part of the North one half of Section 31 and part of the South one half of Section 30, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Commencing at the Northwest corner of the Northeast One-Quarter of said Section 31 and the Southwest corner of the Southeast One-Quarter of said Section 30; thence along the North line of said Northeast One-Quarter of Section 31 and the South line of said Southeast One-Quarter of Section 30, South 89 degrees 20 minutes 03 seconds East a distance of 1174.36 feet to the Point of Beginning; thence South 40 degrees 33 minutes 37 seconds East a distance of 116.48 feet to a point of the Westerly right of way line of Interstate Highway No. 35 as now established, said point being a point of curvature; thence along said Westerly right of way line the following two courses, Southwesterly on a curve to the left having an initial tangent bearing of South 63 degrees 50 minutes 18 seconds West, a radius of 1074.93 feet, a central angle of 32 degrees 46 minutes 06 seconds and an arc length of 614.77 feet; thence South 35 degrees 10 minutes 56 seconds West a distance of 189.34 feet; thence departing said right of way line, North 75 degrees 19 minutes 22 seconds West a distance of 370.59 feet to a point of curvature; thence Northeasterly on a curve to

the right having an initial tangent bearing of North 14 degrees 40 minutes 38 seconds East, a radius of 550.00 feet, a central angle of 46 degrees 28 minutes 03 seconds and an arc length of 446.06 feet to a point of reverse curvature; thence Northeasterly on a curve to the left having an initial tangent bearing of North 61 degrees 23 minutes 43 seconds East, a radius of 500.00 feet, a central angle of 38 degrees 34 minutes 11 seconds and an arc length of 336.59 feet; thence North 22 degrees 49 minutes 32 seconds East a distance of 27.00 feet to a point of curvature; thence Northeasterly on a curve to the right being tangent to the previous course, having a radius of 500.00 feet, a central angle of 26 degrees 36 minutes 51 seconds and an arc length of 232.25 feet; thence South 40 degrees 33 minutes 37 seconds East distance of 314.25 feet to the Point of Beginning and containing 7.32 acres more or less, Except that part taken or used for road right of way.

TRACT 17:

Part of Section 30, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Beginning at the Northwest corner of the Southwest One-Quarter of said Section 30; thence along the North line of the said Southwest One-Quarter, South 89 degrees 45 minutes 47 seconds East a distance of 2195.33 feet to the Point of Beginning; thence North 78 degrees 55 minutes 49 seconds East a distance of 448.63 feet; thence South 63 degrees 04 minutes 01 seconds East a distance of 112.64 feet; thence South 26 degrees 55 minutes 59 seconds West a distance of 480.59 feet; thence South 66 degrees 50 minutes 08 seconds East a distance of 1437.26 feet; thence North 23 degrees 09 minutes 52 seconds East a distance of 780.32 feet; thence South 66 degrees 02 minutes 09 seconds East a distance of 73.74 feet to a point of curvature; thence Southeasterly on a curve to the left being tangent to the previous course, having a radius of 1000.00 feet, a central angle of 23 degrees 36 minutes 09 seconds and an arc length of 411.94 feet; thence South 89 degrees 38 minutes 18 seconds East a distance of 511.87 feet; thence South 00 degrees 21 minutes 42 seconds West a distance of 587.65 feet to a point of curvature; thence Southwesterly on a curve to the right being tangent to the previous course, having a radius of 300.00 feet, a central angle of 22 degrees 48 minutes 10 seconds and an arc length of 119.40 feet; thence South 23 degrees 09 minutes 52 seconds West a distance of 244.84 feet to a point of curvature; thence Southwesterly on a curve to the right being tangent to the previous course, having a radius of 300.00 feet, a central angle of 47 degrees 20 minutes 16 seconds and an arc length of 247.86 feet; thence South 70 degrees 30 minutes 08 seconds West a distance of 231.39 feet to a point of curvature; thence Southwesterly on a curve to the left being tangent to the previous course, having a radius of 300.00 feet, a central angle of 34 degrees 04 minutes 52 seconds and an arc length of 178.45 feet to a point of curvature; thence Northwesterly on a curve to the right having an initial tangent bearing of North 71 degrees 34 minutes 22 seconds West, a radius of 1300.00 feet, a central angle of 25 degrees 41 minutes 20 seconds and an arc length of 582.87 feet; thence North 45 degrees 53 minutes 02 seconds West a distance of 289.69 feet; thence South 23 degrees 09 minutes 52 seconds West a distance of 234.90 feet to a point of curvature; thence Southwesterly on a curve to the right being tangent to the previous course, having a radius of 700.00 feet, a central angle of 38 degrees 06 minutes 57 seconds and an arc length of 465.67 feet; thence South 61 degrees 16 minutes 50 seconds West a distance of 303.10 feet; thence North 28 degrees 43 minutes 10 seconds West a distance of 165.37 feet to a point of curvature; thence Northwesterly on a curve to the left being tangent to the previous course, having a radius of 300.00 feet, a central angle of 28 degrees 42 minutes 19 seconds and an arc length of 150.30 feet; thence North 57 degrees 25 minutes 29 seconds West a distance of

1235.20 feet to a point on the Easterly right of way line of Northeast 104th Street as now established by LIBERTY SECOND HIGH SCHOOL, a subdivision in the City of Liberty, said point being a point of curvature; thence along said Easterly right of way line, Northeasterly on a curve to the right having an initial tangent bearing of North 31 degrees 56 minutes 53 seconds East, a radius of 2560.00 feet, a central angle of 08 degrees 06 minutes 10 seconds and an arc length of 362.04 feet; thence along the North line of said LIBERTY SECOND HIGH SCHOOL, North 33 degrees 33 minutes 21 seconds West a distance of 31.81 feet to a point of curvature; thence Northerly and Northwesterly on a curve to the left having an initial tangent bearing of North 37 degrees 17 minutes 34 seconds East, a radius of 400.00 feet, a central angle of 65 degrees 16 minutes 17 seconds and an arc length of 455.68 feet to a point of reverse curvature; thence Northwesterly on a curve to the right having an initial tangent bearing of North 27 degrees 58 minutes 43 seconds West, a radius of 700.00 feet, a central angle of 12 degrees 15 minutes 10 seconds and an arc length of 149.70 feet; thence North 78 degrees 55 minutes 49 seconds East a distance of 146.41 feet to the Point of Beginning.

EXCEPT

That part taken or used for road right of way.

AND EXCEPT

Part of the North One-Half of Section 30, Township 52 North, Range 31 West, Clay County, Missouri, being described as follows:

Beginning at the Southwest corner of the Northwest One-Quarter of said Section 30; thence North along the West line of the said Northwest One-Quarter to the Northwest corner thereof; thence East along the North line of said Section 30 to the Northwest corner of the East one half of the Northeast One-Quarter of said Section 30; thence South along the West line of the said the East one half of the Northeast One-Quarter of said Section 30 to the Southwest corner thereof; thence West along the East-West centerline of said Section 30 to the Point of Beginning.

The property included within this entire description contains 70.09 acres, more or less.

TRACT 18:

Part of the Northeast One-Quarter of Section 30, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Beginning at the Northeast corner of the said Northeast One-Quarter of Section 30; thence along the East line of the said Northeast One-Quarter, South 00 degrees 15 minutes 14 seconds East a distance of 894.20 feet; thence North 89 degrees 38 minutes 18 seconds West a distance of 1515.19 feet to a point of curvature; thence Northeasterly on a curve to the left having an initial tangent bearing of North 32 degrees 37 minutes 17 seconds East, a radius of 1200.00 feet, a central angle of 32 degrees 16 minutes 07 seconds and an arc length of 675.83 feet; thence North 00 degrees 21 minutes 10 seconds East a distance of 252.58 feet to a point on the North line of the said

Northeast One-Quarter of Section 30; thence along said North line, South 89 degrees 40 minutes 33 seconds East a distance of 1320.39 feet to the Point of Beginning.

EXCEPT

That part taken or used for road right of way.

AND EXCEPT

Part of the North One-Half of Section 30, Township 52 North, Range 31 West, Clay County, Missouri, being described as follows:

Beginning at the Southwest corner of the Northwest One-Quarter of said Section 30; thence North along the West line of the said Northwest One-Quarter to the Northwest corner thereof; thence East along the North line of said Section 30 to the Northwest corner of the East one half of the Northeast One-Quarter of said Section 30; thence South along the West line of the said the East one half of the Northeast One-Quarter of said Section 30 to the Southwest corner thereof; thence West along the East-West centerline of said Section 30 to the Point of Beginning.

The property included within this entire description contains 27.08 acres, more or less.

TRACT 19:

Part of the Northeast One-Quarter of Section 36, Township 52, Range 32, in Clay County, Missouri, being described as follows:

Commencing at the Northeast corner of the Northeast One-Quarter of said Section 36; thence along the East line of the said Northeast One-Quarter, South 00 degrees 20 minutes 07 seconds West a distance of 696.31 feet to the Point of Beginning; thence continuing along the East line of the said Northeast One-Quarter, South 00 degrees 20 minutes 07 seconds West a distance of 1181.08 feet; thence North 89 degrees 31 minutes 46 seconds West a distance of 578.48 feet; thence South 45 degrees 24 minutes 50 seconds West a distance of 169.94 feet; thence North 89 degrees 30 minutes 51 seconds West a distance of 395.22 feet; thence North 00 degrees 14 minutes 44 seconds East a distance of 1301.42 feet; thence South 89 degrees 31 minutes 17 seconds East a distance of 1096.07 feet to the Point of Beginning and containing 30.95 acres more or less, Except that part taken or used for road right of way.

EXHIBIT B

LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA 1

TRACT 1:

All that part of the West one half of Section 29, Township 52, Range 31, lying Northwesterly of Interstate Highway I-35, in Clay County, Missouri, being more particularly described as follows: Beginning at the Northwest corner of Section 29, Township 52, Range 31; thence along the North line of Northwest One-Quarter of said Section 29, North 89 degrees 38 minutes 57 seconds East a distance of 1394.06 feet to a point on the Westerly right of way line of Interstate Highway No. 35 as now established; thence along said Westerly right of way line the following five courses, South 25 degrees 46 minutes 30 seconds West a distance of 467.32 feet; thence South 21 degrees 51 minutes 12 seconds West a distance of 1551.31 feet; thence South 34 degrees 07 minutes 17 seconds West a distance of 504.18 feet; thence North 77 degrees 16 minutes 44 seconds West a distance of 292.98 feet; thence South 89 degrees 44 minutes 46 seconds West a distance of 35.00 feet to a point on the West line of the said Northwest One-Quarter of Section 29; thence along said West line, North 00 degrees 15 minutes 14 seconds West a distance of 2205.17 feet to the Point of Beginning and containing 46.16 acres more or less, Except that part taken or used for road right of way.

TRACT 2:

Part of the Northeast One-Quarter of Section 36, Township 52, Range 32, in Clay County, Missouri, being described as follows:

Beginning at the Northeast corner of the Northeast One-Quarter of said Section 36; thence along the East line of the said Northeast One-Quarter, South 00 degrees 20 minutes 07 seconds West a distance of 696.31 feet; North 89 degrees 31 minutes 17 seconds West a distance of 646.25 feet; thence North 00 degrees 29 minutes 28 seconds East a distance of 696.39 feet to a point on the North line of the said Northeast One-Quarter; thence along the said North line South 89 degrees 30 minutes 58 seconds East a distance of 644.36 feet to the Point of Beginning and containing 10.31 acres more or less, Except that part taken or used for road right of way.

TRACT 3:

Part of the Northeast One-Quarter of Section 36, Township 52, Range 32, in Clay County, Missouri, being described as follows:

Beginning at the Southeast corner of the Northeast One-Quarter of said Section 36; thence along the South line of the said Northeast One-Quarter, North 89 degrees 29 minutes 04 seconds West a distance of 698.90 feet; thence North 00 degrees 20 minutes 34 seconds East a distance of 216.72 feet; thence South 89 degrees 30 minutes 13 seconds East a distance of 698.87 feet to a point on the East line of the said Northeast One-Quarter; thence along said East line South 00 degrees 20 minutes 07 seconds West a distance of 216.95 feet to the Point of Beginning and containing 3.47 acres more or less, Except that part taken or used for road right of way.

TRACT 4:

Part of the North one-half of Section 31 and part of the South one-half of Section 30, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Commencing at the Northwest corner of Section 31 and the Southwest corner of Section 30; thence along the West line of said Section 31, South 00 degrees 20 minutes 07 seconds West a distance of 66.49 feet to a point on the Westerly extension of the South right of way line of Northeast 104th Street as now established by LIBERTY SECOND HIGH SCHOOL, a subdivision in the City of Liberty, said point being the Point of Beginning; thence along the said South right of way line of Northeast 104th Street and the Westerly extension thereof for the following three courses, South 89 degrees 49 minutes 07 seconds East a distance of 245.79 to a point of curvature; thence Northeasterly on a curve to the left being tangent to the previous course, having a radius of 1265.00 feet, a central angle of 65 degrees 43 minutes 47 seconds and an arc length of 1451.21 feet; thence North 24 degrees 27 minutes 06 seconds East a distance of 443.25 feet; thence South 19 degrees 56 minutes 29 seconds East a distance of 1262.62 feet; thence North 44 degrees 52 minutes 58 seconds East a distance of 696.64 feet to a point of curvature; thence Northeasterly on a curve to the right being tangent to the previous course, having a radius of 1500.00 feet, a central angle of 16 degrees 23 minutes 51 seconds and an arc length of 429.29 feet; thence North 61 degrees 16 minutes 50 seconds East a distance of 305.30 feet; thence South 28 degrees 43 minutes 10 seconds East a distance of 77.58 feet to a point of curvature; thence Southeasterly on a curve to the left being tangent to the previous course, having a radius of 300.00 feet, a central angle of 38 degrees 31 minutes 41 seconds and an arc length of 201.73 feet; thence South 67 degrees 14 minutes 52 seconds East a distance of 429.20 feet to a point of curvature; thence Southeasterly on a curve to the right being tangent to the previous course, having a radius of 300.00 feet, a central angle of 26 degrees 41 minutes 15 seconds and an arc length of 139.74 feet; thence South 40 degrees 33 minutes 37 seconds East a distance of 163.36 feet to a point of curvature; thence Southwesterly on a curve to the left having an initial tangent bearing of South 49 degrees 26 minutes 23 seconds West, a radius of 500.00 feet, a central angle of 26 degrees 36 minutes 51 seconds and an arc length of 232.25 feet; thence South 22 degrees 49 minutes 32 seconds West a distance of 27.00 feet to a point of curvature; thence Southwesterly on a curve to the right being tangent to the previous course, having a radius of 500.00 feet, a central angle of 38 degrees 34 minutes 11 seconds and an arc length of 336.59 feet to a point of reverse curvature; thence Southwesterly on a curve to the left having an initial tangent bearing of South 61 degrees 08 minutes 40 seconds West, a radius of 550.00 feet, a central angle of 46 degrees 28 minutes 03 seconds and an arc length of 446.06 feet; thence South 75 degrees 19 minutes 22 seconds East a distance of 370.59 feet to a point on the Northerly right of way line of Interstate Highway No. 35 as now established; thence along said Northerly right of way line the following eight courses, South 35 degrees 20 minutes 02 seconds West a distance of 86.08 feet to a point of curvature; thence Southwesterly on a curve to the right having an initial tangent bearing of South 31 degrees 00 minutes 00 seconds West, a radius of 2724.79 feet, a central angle of 20 degrees 44 minutes 00 seconds and an arc length of 986.01 feet; thence South 47 degrees 18 minutes 20 seconds West a distance of 388.58 feet; thence South 51 degrees 44 minutes 00 seconds West a distance of 500.00 feet; thence South 65 degrees 46 minutes 10 seconds West a distance of 103.08 feet; thence South 51 degrees 44 minutes 00 seconds West a distance of 600.00 feet; thence South 37 degrees 41 minutes 50 seconds West a distance of 103.08 feet; thence South 51 degrees 43 minutes 32 seconds West a distance of 3.97 feet; thence departing

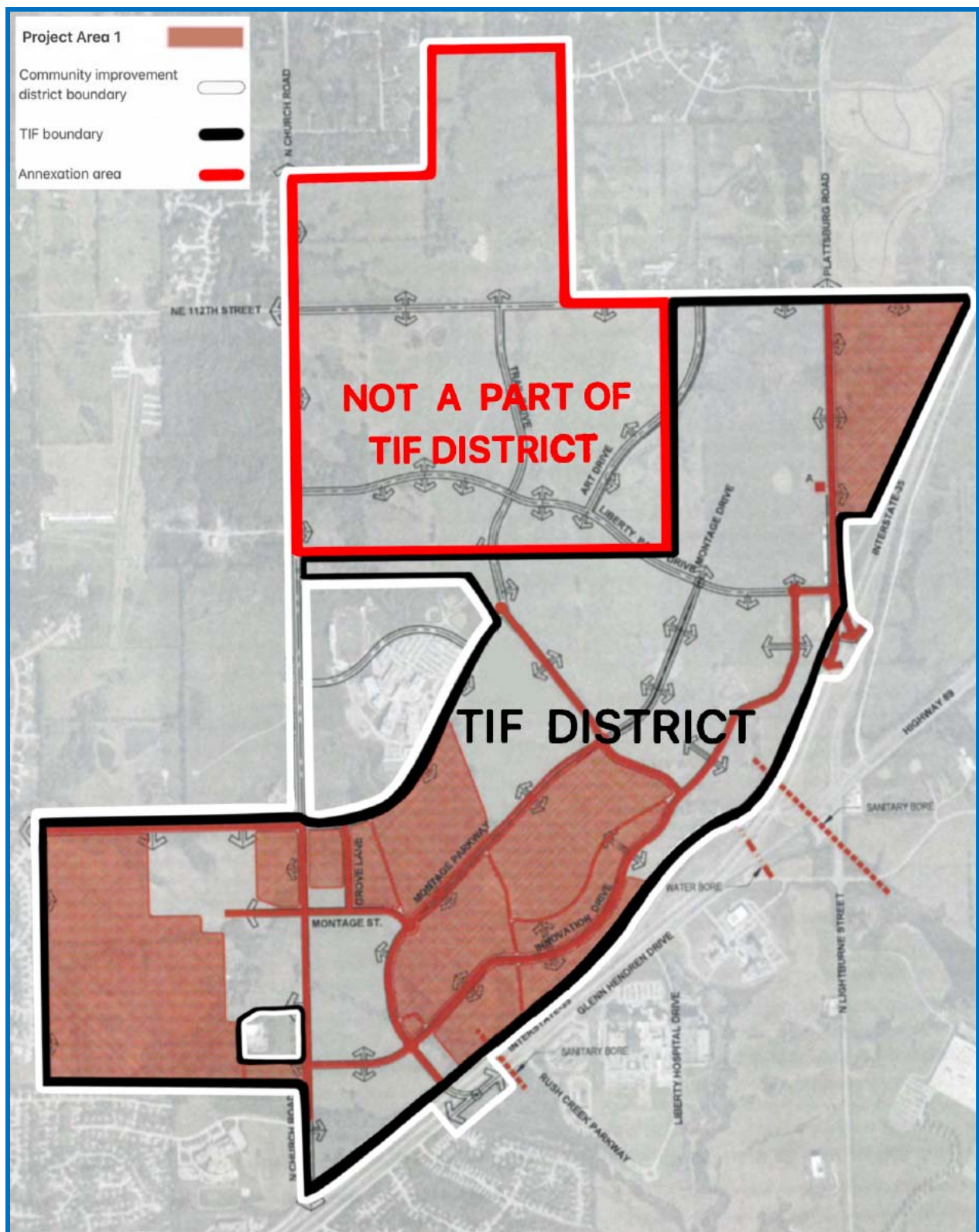
said Northerly right of way line, North 37 degrees 58 minutes 12 seconds West a distance of 574.44 feet to a point of curvature; thence Southwesterly on a curve to the right having an initial tangent bearing of South 45 degrees 47 minutes 50 seconds West, a radius of 1000.00 feet, a central angle of 06 degrees 13 minutes 58 seconds and an arc length of 108.78 feet; thence South 52 degrees 01 minutes 48 seconds West a distance of 175.57 feet; thence North 38 degrees 23 minutes 06 seconds West a distance of 77.65 feet to a point of curvature; thence Northwesterly on a curve to the right being tangent to the previous course having a radius of 700.00 feet, a central angle of 32 degrees 47 minutes 39 seconds and an arc length of 400.66 feet; thence North 05 degrees 35 minutes 27 seconds West a distance of 205.64 feet to a point of curvature; thence Northerly and Northeasterly on a curve to the right being tangent to the previous course having a radius of 700.00 feet, a central angle of 50 degrees 28 minutes 25 seconds and an arc length of 616.65 feet; thence North 44 degrees 52 minutes 58 seconds East a distance of 50.00 feet; thence North 45 degrees 07 minutes 02 seconds West a distance of 106.57 feet to a point of curvature; thence Northwesterly on a curve to the left being tangent to the previous course, having a radius of 300.00 feet, a central angle of 44 degrees 31 minutes 16 seconds and an arc length of 233.11 feet; thence North 89 degrees 38 minutes 18 seconds West a distance of 333.88 feet; thence North 00 degrees 21 minutes 42 seconds East a distance of 232.00 feet; thence North 89 degrees 38 minutes 18 seconds West a distance of 463.70 feet to a point on the West line of said Section 31; thence along said West line North 00 degrees 20 minutes 07 seconds East a distance of 584.44 feet to the Point of Beginning and containing 160.72 acres more or less, Except that part taken or used for road right of way.

TRACT 5:

Part of the Northeast One-Quarter of Section 36, Township 52, Range 32, in Clay County, Missouri, being described as follows:

Commencing at the Southeast corner of the Northeast One-Quarter of said Section 36; thence along the South line of the said Northeast One-Quarter, North 89 degrees 29 minutes 04 seconds West a distance of 698.90 feet to the Point of Beginning; thence continuing along the South line of the said Northeast One-Quarter, North 89 degrees 29 minutes 04 seconds West a distance of 1947.35 feet to the Southwest corner of the said Northeast One-Quarter; thence along the West line of the said Northeast One-Quarter, North 00 degrees 29 minutes 48 seconds East a distance of 2637.10 feet to the Northwest corner of the said Northeast One-Quarter; thence along the North line of said Northeast One-Quarter, South 89 degrees 30 minutes 58 seconds East a distance of 982.23 feet; thence South 00 degrees 28 minutes 43 seconds West a distance of 196.87 feet to a point of curvature; thence Southwesterly on a curve to the right being tangent to the previous course, having a radius of 300.00 feet, a central angle of 08 degrees 39 minutes 18 seconds and an arc length of 45.32 feet; thence South 09 degrees 08 minutes 01 seconds West a distance of 110.42 feet to a point of curvature; thence Southeasterly on a curve to the left being tangent to the previous course having a radius of 300.00 feet, a central angle of 105 degrees 45 minutes 43 seconds and an arc length of 553.77 feet; thence North 83 degrees 22 minutes 18 seconds East a distance of 204.18 feet to a point of curvature; thence Easterly on a curve to the right being tangent to the previous course, having a radius of 300.00 feet, a central angle of 07 degrees 06 minutes 26 seconds and an arc length of 37.21 feet; thence South 89 degrees 31 minutes 17 seconds East a distance of 8.75 feet; thence South 00 degrees 14 minutes 44 seconds West a distance of 1331.42 feet; thence South 89 degrees 30 minutes 51 seconds East a distance of 395.2 feet; thence South 00 degrees 20

minutes 34 seconds West a distance of 640.37 feet to the Point of Beginning and containing 90.86 acres more or less, Except that part taken or used for road right of way.



LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA 2

TRACT 1:

Part of Section 30, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Beginning at the West One-Quarter corner of said Section 30; thence along the West line of the Northwest One-Quarter of said Section 30, North 00 degrees 20 minutes 45 seconds East a distance of 789.22 feet; thence South 89 degrees 38 minutes 18 seconds East a distance of 574.66 feet to a point of curvature; thence Northeasterly on a curve to the left being tangent to the previous course, having a radius of 700.00 feet, a central angle of 14 degrees 10 minutes 11 seconds and an arc length of 173.12 feet; thence North 76 degrees 11 minutes 30 seconds East a distance of 316.36 feet to a point of curvature; thence Northeasterly and Southeasterly on a curve to the right being tangent to the previous course, having a radius of 1500.00 feet, a central angle of 40 degrees 44 minutes 29 seconds and an arc length of 1066.61 feet; thence South 63 degrees 04 minutes 01 seconds East a distance of 137.59 feet; thence North 26 degrees 55 minutes 59 seconds East a distance of 162.05 feet to a point of curvature; thence Northerly on a curve to the left being tangent to the previous course, having a radius of 700.00 feet, a central angle of 39 degrees 37 minutes 48 seconds and an arc length of 484.17 feet; thence North 12 degrees 41 minutes 48 seconds West a distance of 395.11 feet; thence North 77 degrees 18 minutes 12 seconds East a distance of 630.58 feet; thence South 66 degrees 02 minutes 22 seconds East a distance of 984.89 feet to a point of curvature; thence Southwesterly on a curve to the right having an initial tangent bearing of South 51 degrees 03 minutes 18 seconds West, a radius of 1200.00 feet, a central angle of 01 degrees 04 minutes 43 seconds and an arc length of 22.59 feet; thence South 52 degrees 08 minutes 01 seconds West a distance of 254.09 feet; thence South 61 degrees 33 minutes 56 seconds East a distance of 1387.38 feet; thence South 89 degrees 38 minutes 18 seconds East a distance of 774.80 feet to a point on the East line of the Northeast One-Quarter of said Section 30; thence along said east line, South 00 degrees 15 minutes 14 seconds East a distance of 198.63 feet to a point on the Northerly right of way line of Interstate highway No. 35 as now established; thence along said Northerly right of way line the following four courses, South 89 degrees 56 minutes 22 seconds West a distance of 35.00 feet; thence South 14 degrees 54 minutes 13 seconds West a distance of 155.26 feet; thence South 00 degrees 03 minutes 38 seconds East a distance of 422.68 feet; thence South 01 degrees 06 minutes 43 seconds East a distance of 204.28 feet; thence departing said Northerly right of way line, North 89 degrees 38 minutes 18 seconds West a distance of 871.73 feet to a point of curvature; thence Northwesterly on a curve to the right being tangent to the previous course, having a radius of 1000.00 feet, a central angle of 23 degrees 36 minutes 09 seconds and an arc length of 411.94 feet; thence North 66 degrees 02 minutes 09 seconds West a distance of 73.74 feet; thence South 23 degrees 09 minutes 52 seconds West distance of 780.32 feet; thence North 66 degrees 50 minutes 08 seconds West a distance of 1437.26 feet; thence North 26 degrees 55 minutes 59 seconds East a distance of 480.59 feet; thence North 63 degrees 04 minutes 01 seconds West a distance of 112.64 feet; thence South 78 degrees 55 minutes 49 seconds West a distance of 595.04 feet to a point of curvature; thence Southeasterly on a curve to the left having an initial tangent bearing of South 15 degrees 43 minutes 32 seconds East, a radius of 700.00 feet, a central angle of 12 degrees 15 minutes 10 seconds and an arc length of 149.70 feet to a point of reverse curvature; thence Southwesterly on a curve to the right having an initial tangent bearing of South 27 degrees 58 minutes 43 seconds East, a radius of 400.00 feet, a central angle of 65 degrees 16 minutes 17 seconds and an arc length of 455.68 feet to a point on the North line of LIBERTY

SECOND HIGH SCHOOL, a subdivision in the City of Liberty; thence along said North line the following two courses, North 33 degrees 33 minutes 21 seconds West a distance of 487.26 feet; thence North 89 degrees 56 minutes 33 seconds West a distance of 1804.18 feet to a point on the West line of the Southwest One-Quarter of said Section 30; thence along said West line, North 00 degrees 22 minutes 39 seconds East a distance of 198.02 feet to the Point of Beginning.

EXCEPT

That part taken or used for road right of way.

AND EXCEPT

Part of the North One-Half of Section 30, Township 52 North, Range 31 West, Clay County, Missouri, being described as follows:

Beginning at the Southwest corner of the Northwest One-Quarter of said Section 30; thence North along the West line of the said Northwest One-Quarter to the Northwest corner thereof; thence East along the North line of said Section 30 to the Northwest corner of the East one half of the Northeast One- Quarter of said Section 30; thence South along the West line of the said the East one half of the Northeast One- Quarter of said Section 30 to the Southwest corner thereof; thence West along the East-West centerline of said Section 30 to the Point of Beginning.

The property included within this entire description contains 64.94 acres, more or less.

TRACT 2:

Part of the West one half of Section 31, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Beginning at the West One-Quarter corner of said Section 31; thence along the West line of the Northwest One Quarter of said Section 31, North 00 degrees 20 minutes 07 seconds East a distance of 216.95 feet; thence South 89 degrees 37 minutes 49 seconds East a distance of 606.80 feet to a point of curvature; thence Northeasterly on a curve to the left having an initial tangent bearing of South 89 degrees 38 minutes 18 seconds East, a radius of 700.00 feet, a central angle of 38 degrees 19 minutes 54 seconds and an arc length of 468.31 feet; thence North 52 degrees 01 minutes 48 seconds East a distance of 214.02 feet to a point of curvature; thence Northeasterly on a curve to the left being tangent to the previous course, having a radius of 1000.00 feet, a central angle of 06 degrees 13 minutes 58 seconds and an arc length of 108.78 feet; thence South 37 degrees 58 minutes 12 seconds East a distance of 574.44 feet to a point on the Northerly right of way line of Interstate Highway No. 35 as now established; thence along said Northerly right of way line the following five courses, South 51 degrees 42 minutes 11 seconds West a distance of 1918.75 feet; thence North 38 degrees 17 minutes 49 seconds West a distance of 88.00 feet; thence North 20 degrees 56 minutes 51 seconds West a distance of 143.53 feet; thence North 04 degrees 36 minutes 29 seconds West a distance of 36.06 feet; thence South 89 degrees 46 minutes 33 seconds West a distance of 40.42 feet to a point on the West line of the Southwest One-Quarter of said Section 31, thence along said West line, North 00 degrees 31 minutes 53 seconds East a distance of 838.80

feet to the Point of Beginning and containing 30.85 acres more or less, Except that part taken or used for road right of way.

TRACT 3:

Part of the Northwest One Quarter of Section 31, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Commencing at the Northwest corner of said Section 31; thence along the West line of said Northwest One Quarter, South 00 degrees 20 minutes 07 seconds West a distance of 584.44 feet to the Point of Beginning; thence South 89 degrees 38 minutes 18 seconds East a distance of 463.70 feet; thence South 00 degrees 21 minutes 42 seconds West a distance of 463.50 feet; thence North 89 degrees 39 minutes 53 seconds West a distance of 463.49 feet to a point on the said West line of said Northwest One Quarter; thence along said West line, North 00 degrees 20 minutes 07 seconds East a distance of 463.71 feet to the Point of Beginning and containing 4.93 acres more or less, Except that part taken or used for road right of way.

TRACT 4:

Part of the Northeast One-Quarter of Section 36, Township 52, Range 32, in Clay County, Missouri, being described as follows:

Commencing at the Northeast corner of the Northeast One-Quarter of said Section 36; thence along the East line of the said Northeast One-Quarter, South 00 degrees 20 minutes 07 seconds West a distance of 696.31 feet; North 89 degrees 31 minutes 17 seconds West a distance of 646.25 feet to the Point of Beginning; thence continuing North 89 degrees 31 minutes 17 seconds West a distance of 449.82 feet; thence North 00 degrees 14 minutes 44 seconds East a distance of 30.00 feet; thence North 89 degrees 31 minutes 17 seconds west a distance of 8.75 feet to a point of curvature; thence Southwesterly on a curve to the left being tangent to the previous course, having a radius of 300.00 feet, a central angle of 07 degrees 06 minutes 26 seconds and an arc length of 37.21 feet; thence South 83 degrees 22 minutes 18 seconds West a distance of 204.18 feet to a point of curvature; thence Westerly and Northerly on a curve to the right being tangent to the previous course, having a radius of 300.00 feet, a central angle of 105 degrees 45 minutes 43 seconds and an arc length of 553.77 feet; thence North 09 degrees 08 minutes 01 seconds East a distance of 110.42 feet to a point of curvature; thence Northerly on a curve to the left being tangent to the previous course, having a radius of 300.00 feet, a central angle of 08 degrees 39 minutes 18 seconds and an arc length of 45.32 feet; thence North 00 degrees 28 minutes 43 seconds East a distance of 196.87 feet to a point on the North line of the said Northeast One-Quarter; thence along the said North line South 89 degrees 30 minutes 58 seconds East a distance of 1012.24 feet to the Point of Beginning and containing 15.85 acres more or less, Except that part taken or used for road right of way.

TRACT 5:

Part of the North one half of Section 31 and part of the South one half of Section 30, Township 52, Range 31, in Clay County, Missouri, being described as follows:

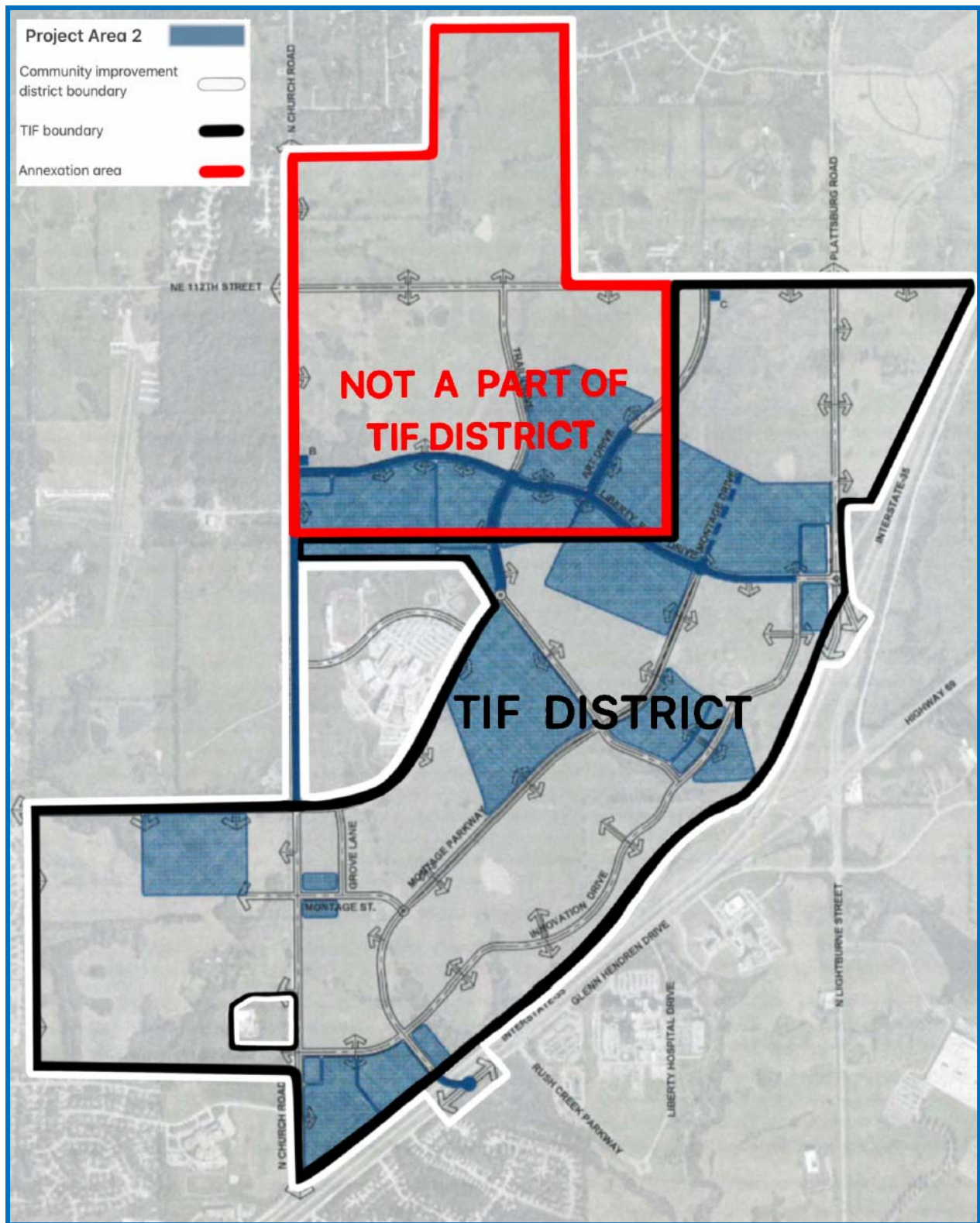
Commencing at the Northwest corner of the Northeast One-Quarter of said Section 31 and the Southwest corner of the Southeast One-Quarter of said Section 30; thence along the North line of said Northeast One-Quarter of Section 31 and the South line of said Southeast One-Quarter of Section 30, South 89 degrees 20 minutes 03 seconds East a distance of 1174.36 feet to the Point of Beginning; thence North 40 degrees 33 minutes 37 seconds West a distance of 477.61 feet to a point of curvature; thence Northwesterly on a curve to the left being tangent to the previous course, having a radius of 300.00 feet a central angle of 26 degrees 41 minutes 15 seconds and an arc length of 139.74 feet; thence North 67 degrees 14 minutes 52 seconds West a distance of 429.20 feet to a point of curvature; thence Northwesterly on a curve to the right being tangent to the previous course, having a radius of 300.00 feet a central angle of 38 degrees 31 minutes 41 seconds and an arc length of 201.73 feet; thence North 28 degrees 43 minutes 10 seconds West a distance of 77.58 feet; thence North 61 degrees 16 minutes 50 seconds East a distance of 303.10 feet to a point of curvature; thence Northeasterly on a curve to the left being tangent to the previous course, having a radius of 700.00 feet, a central angle of 38 degrees 06 minutes 57 seconds and an arc length of 465.67 feet; thence North 23 degrees 09 minutes 52 seconds East a distance of 234.90 feet; thence South 45 degrees 53 minutes 02 seconds East a distance of 289.69 feet to a point of curvature; thence Southeasterly on a curve to the left being tangent to the previous course, having a radius of 1300.00 feet, a central angle of 25 degrees 41 minutes 20 seconds and an arc length of 582.87 feet to a point of curvature; thence Northeasterly on a curve to the right having an initial tangent bearing of North 36 degrees 25 minutes 16 seconds East, a radius of 300.00 feet, a central angle of 34 degrees 04 minutes 52 seconds and an arc length of 178.45 feet; thence North 70 degrees 30 minutes 08 seconds East a distance of 115.28 feet; thence South 66 degrees 50 minutes 08 seconds East a distance of 447.52 feet to a point of the Westerly right of way line of Interstate Highway No. 35 as now established; thence along said Westerly right of way line the following five courses, South 22 degrees 34 minutes 51 seconds West a distance of 218.45 feet to a point of curvature; thence Southwesterly on a curve to the right being tangent to the previous course, having a radius of 3659.72 feet, a central angle of 04 degrees 27 minutes 28 seconds and an arc length of 284.73 feet; thence South 36 degrees 43 minutes 17 seconds West a distance of 601.18 feet; thence South 75 degrees 32 minutes 11 seconds West a distance of 188.16 feet to a point of curvature; thence Southwesterly on a curve to the left being tangent to the previous course, having a radius of 1074.93 feet, a central angle of 11 degrees 41 minutes 53 seconds and an arc length of 219.47 feet; thence North 40 degrees 33 minutes 37 seconds West a distance of 116.48 feet to the Point of Beginning and containing 36.48 acres more or less, Except that part taken or used for road right of way.

TRACT 6:

Part of the North one half of Section 31 and part of the South one half of Section 30, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Commencing at the Northwest corner of Section 31 and the Southwest corner of Section 30; thence along the North line of said Section 31 and the South line of said Section 30, South 89 degrees 49 minutes 07 seconds East a distance of 1977.67 feet to the Point of Beginning; thence North 19 degrees 56 minutes 29 seconds West a distance of 1153.00 feet to a point on the Easterly right of way line of Northeast 104th Street as now established by LIBERTY SECOND HIGH SCHOOL, a subdivision in the City of Liberty; thence along said Easterly right of way line the following two courses, North 24 degrees 27 minutes 06 seconds East a distance of 367.04 feet to a point of

curvature; thence Northeasterly on a curve to the right being tangent to the previous course, having a radius of 2560.00 feet, a central angle of 07 degrees 29 minutes 47 seconds and an arc length of 334.94 feet; thence South 57 degrees 25 minutes 29 seconds East a distance of 1235.20 feet to a point of curvature; thence Southeasterly on a curve to the right being tangent to the previous course, having a radius of 300.00 feet, a central angle of 28 degrees 42 minutes 19 seconds and an arc length of 150.30 feet; thence South 28 degrees 43 minutes 10 seconds East a distance of 165.37 feet; thence South 61 degrees 16 minutes 50 seconds West a distance of 305.30 feet to a point of curvature; thence Southwesterly on a curve to the left being tangent to the previous course, having a radius of 1500.00 feet, a central angle of 16 degrees 23 minutes 51 seconds and an arc length of 429.29 feet; thence South 44 degrees 52 minutes 58 seconds West a distance of 696.64 feet; thence North 19 degrees 56 minutes 29 seconds West a distance of 109.62 feet to the Point of Beginning and containing 31.90 acres more or less, Except that part taken or used for road right of way.



LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA 3

TRACT 1:

Part of the Southeast One-Quarter of Section 30, Township 52, Range 31, in Clay County, Missouri, being described as follows:

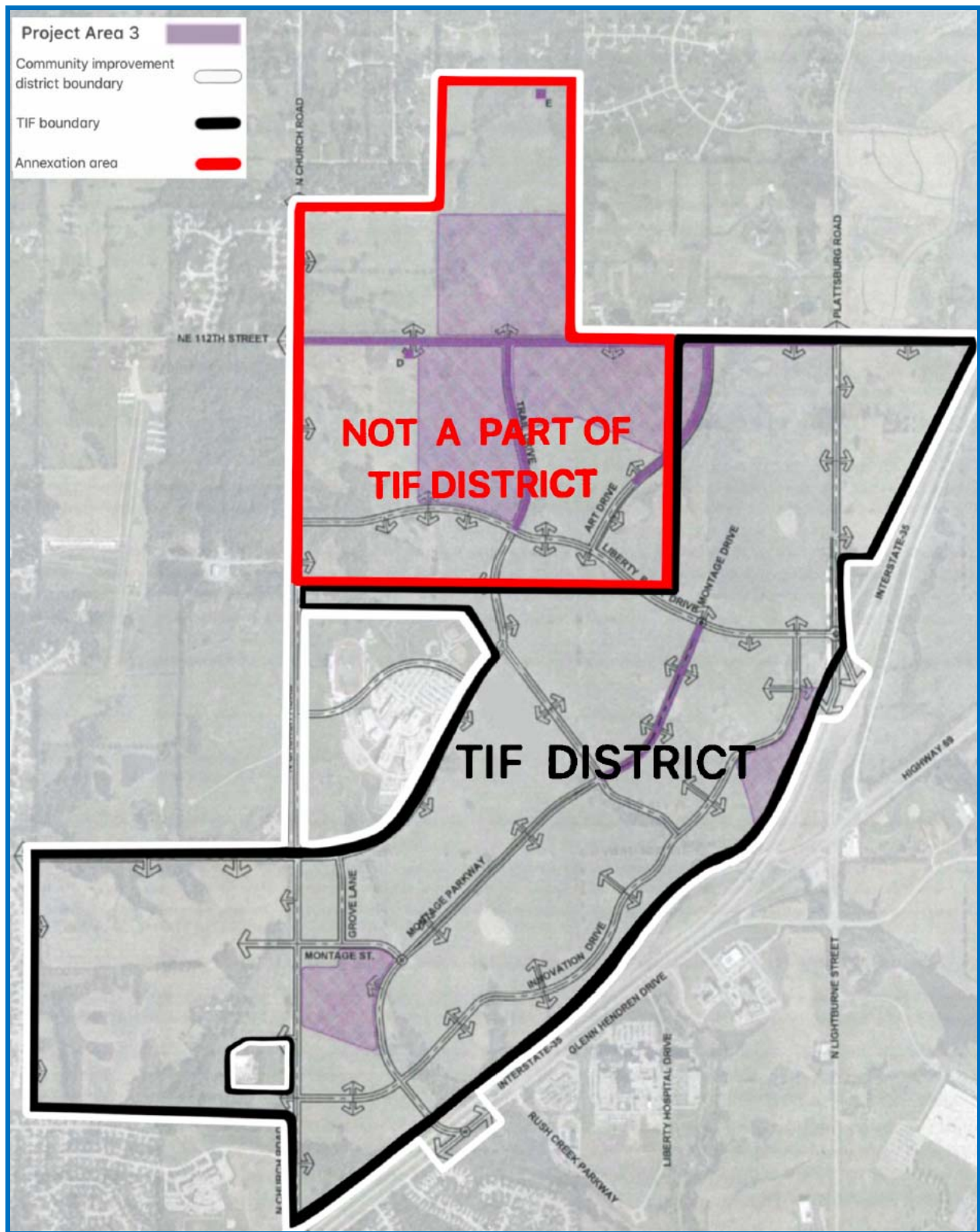
Commencing at the Northeast corner of the said Southeast One-Quarter of Section 30; thence along the North line of the said Southeast One Quarter, North 89 degrees 37 minutes 38 seconds West a distance of 76.56 feet to a point on the Westerly right of way line of Interstate Highway No. 35 as now established; thence along said Westerly right of way line the following two courses, South 00 degrees 03 minutes 38 seconds East a distance of 139.05 feet; thence South 01 degrees 06 minutes 43 seconds East a distance of 204.28 feet to the Point of Beginning; thence continuing along said Westerly right of way line the following two courses, South 01 degrees 06 minutes 43 seconds East a distance of 426.12 feet; thence South 22 degrees 34 minutes 51 seconds West a distance of 953.20 feet; thence departing said right of way line, North 66 degrees 50 minutes 08 seconds West a distance of 447.52 feet; thence North 70 degrees 30 minutes 08 seconds East a distance of 116.11 feet to a point of curvature; thence Northeasterly on a curve to the left being tangent to the previous course, having a radius of 300.00 feet, a central angle of 47 degrees 20 minutes 16 seconds and an arc length of 247.86 feet thence North 23 degrees 09 minutes 52 seconds East a distance of 244.84 feet to a point of curvature; thence Northeasterly on a curve to the left being tangent to the previous course, having a radius of 300.00 feet, a central angle of 22 degrees 48 minutes 10 seconds and an arc length of 119.40 feet; thence North 00 degrees 21 minutes 42 seconds East a distance of 587.65 feet; thence South 89 degrees 38 minutes 18 seconds East a distance of 359.86 feet to the Point of Beginning and containing 9.60 acres more or less, Except that part taken or used for road right of way.

TRACT 2:

Part of the Northwest One-Quarter of Section 31, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Commencing at the Southwest corner of the said Northwest One-Quarter of Section 31; thence along the West line of the said Northwest One Quarter, North 00 degrees 20 minutes 07 seconds East a distance of 1000.40 feet to the Point of Beginning; thence continuing along the West line of the said Northwest One Quarter, North 00 degrees 20 minutes 07 seconds East a distance of 549.99 feet; thence South 89 degrees 39 minutes 53 seconds East a distance of 463.49 feet; thence North 00 degrees 21 minutes 42 seconds East a distance of 231.50 feet; thence South 89 degrees 38 minutes 18 seconds East a distance of 333.88 feet to a point of curvature; thence Southeasterly on a curve to the right being tangent to the previous course, having a radius of 300.00 feet, central angle of 44 degrees 31 minutes 16 seconds and an arc length of 233.11 feet; thence South 45 degrees 07 minutes 02 seconds East a distance of 106.57 feet; thence South 44 degrees 52 minutes 58 seconds West a distance of 50.00 feet to a point of curvature; thence Southwesterly on a curve to the left being tangent to the previous course, having a radius of 700.00 feet, a central angle of 50 degrees 28 minutes 25 seconds and an arc length of 616.65 feet; thence South 05 degrees 35

minutes 27 seconds East a distance of 205.64 feet to a point of curvature; thence Southeasterly on a curve to the left being tangent to the previous course, having a radius of 700.00 feet, a central angle of 07 degrees 45 minutes 47 seconds and an arc length of 94.84 feet to a point of curvature; thence Northwesterly on a curve to the right having an initial tangent bearing of South 88 degrees 49 minutes 26 seconds West, a radius of 500.00 feet, a central angle of 20 degrees 48 minutes 07 seconds and an arc length of 181.53 feet; thence North 70 degrees 22 minutes 27 seconds West a distance of 752.53 feet to the Point of Beginning and containing 17.15 acres more or less, Except that part taken or used for road right of way.



LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA 4

TRACT 1:

Part of the Northeast One-Quarter of Section 30, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Commencing at the Northeast corner of the said Northeast One-Quarter of Section 30; thence along the East line of the said Northeast One-Quarter, South 00 degrees 15 minutes 14 seconds East a distance of 894.20 feet to the Point of Beginning; thence continuing South 00 degrees 15 minutes 14 seconds East a distance of 1112.34 feet; thence North 89 degrees 38 minutes 18 seconds West a distance of 774.80 feet; thence North 61 degrees 33 minutes 56 seconds West a distance of 1387.38 feet; thence North 52 degrees 08 minutes 01 seconds East a distance of 254.09 feet to a point of curvature; thence Northeasterly on a curve to the left being tangent to the previous course, having a radius of 1200.00 feet, a central angle of 19 degrees 30 minutes 44 seconds and an arc length of 408.66 feet; thence South 89 degrees 38 minutes 18 seconds East a distance of 1515.19 feet to the Point of Beginning.

EXCEPT

That part taken or used for road right of way.

AND EXCEPT

Part of the North One-Half of Section 30, Township 52 North, Range 31 West, Clay County, Missouri, being described as follows:

Beginning at the Southwest corner of the Northwest One-Quarter of said Section 30; thence North along the West line of the said Northwest One-Quarter to the Northwest corner thereof; thence East along the North line of said Section 30 to the Northwest corner of the East one half of the Northeast One-Quarter of said Section 30; thence South along the West line of the said the East one half of the Northeast One-Quarter of said Section 30 to the Southwest corner thereof; thence West along the East-West centerline of said Section 30 to the Point of Beginning.

The property included within this entire description contains 31.87 acres, more or less.

TRACT 2:

Part of the Northwest One-Quarter of Section 31, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Commencing at the Southwest corner of the said Northwest One-Quarter of Section 31; thence along the West line of the said Northwest One Quarter, North 00 degrees 20 minutes 07 seconds East a distance of 216.95 feet to the Point of Beginning; thence continuing along the West line of the said Northwest One Quarter, North 00 degrees 20 minutes 07 seconds East a distance of 783.45

feet; thence South 70 degrees 22 minutes 27 seconds East a distance of 752.53 feet to a point of curvature; thence Southeasterly on a curve to the left being tangent to the previous course, having a radius of 500.00 feet, a central angle of 20 degrees 48 minutes 07 seconds and an arc length of 181.53 feet to a point of curvature; thence Southeasterly on a curve to the left having an initial tangent bearing of South 13 degrees 21 minutes 14 seconds East, a radius of 700.00 feet, a central angle of 25 degrees 01 minutes 52 seconds and an arc length of 305.81 feet; thence South 38 degrees 23 minutes 06 seconds East a distance of 77.65 feet; thence South 52 degrees 01 minutes 48 seconds West a distance of 38.45 feet to a point of curvature; thence Southwesterly on a curve to the right being tangent to the previous course, having a radius of 700.00 feet, a central angle of 38 degrees 19 minutes 54 seconds and an arc length of 468.31 feet; thence North 89 degrees 37 minutes 49 seconds West a distance of 606.80 feet to the Point of Beginning and containing 13.56 acres more or less, Except that part taken or used for road right of way.

Tract 3:

Part of the North one half of Section 31 and part of the South one half of Section 30, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Commencing at the Northwest corner of the Northeast One-Quarter of said Section 31 and the Southwest corner of the Southeast One-Quarter of said Section 30; thence along the North line of said Northeast One-Quarter of Section 31 and the South line of said Southeast One-Quarter of Section 30, South 89 degrees 20 minutes 03 seconds East a distance of 1174.36 feet to the Point of Beginning; thence South 40 degrees 33 minutes 37 seconds East a distance of 116.48 feet to a point of the Westerly right of way line of Interstate Highway No. 35 as now established, said point being a point of curvature; thence along said Westerly right of way line the following two courses, Southwesterly on a curve to the left having an initial tangent bearing of South 63 degrees 50 minutes 18 seconds West, a radius of 1074.93 feet, a central angle of 32 degrees 46 minutes 06 seconds and an arc length of 614.77 feet; thence South 35 degrees 10 minutes 56 seconds West a distance of 189.34 feet; thence departing said right of way line, North 75 degrees 19 minutes 22 seconds West a distance of 370.59 feet to a point of curvature; thence Northeasterly on a curve to the right having an initial tangent bearing of North 14 degrees 40 minutes 38 seconds East, a radius of 550.00 feet, a central angle of 46 degrees 28 minutes 03 seconds and an arc length of 446.06 feet to a point of reverse curvature; thence Northeasterly on a curve to the left having an initial tangent bearing of North 61 degrees 23 minutes 43 seconds East, a radius of 500.00 feet, a central angle of 38 degrees 34 minutes 11 seconds and an arc length of 336.59 feet; thence North 22 degrees 49 minutes 32 seconds East a distance of 27.00 feet to a point of curvature; thence Northeasterly on a curve to the right being tangent to the previous course, having a radius of 500.00 feet, a central angle of 26 degrees 36 minutes 51 seconds and an arc length of 232.25 feet; thence South 40 degrees 33 minutes 37 seconds East distance of 314.25 feet to the Point of Beginning and containing 7.32 acres more or less, Except that part taken or used for road right of way.

TRACT 4:

Part of Section 30, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Beginning at the Northwest corner of the Southwest One-Quarter of said Section 30; thence along the North line of the said Southwest One-Quarter, South 89 degrees 45 minutes 47 seconds East a

distance of 2195.33 feet to the Point of Beginning; thence North 78 degrees 55 minutes 49 seconds East a distance of 448.63 feet; thence South 63 degrees 04 minutes 01 seconds East a distance of 112.64 feet; thence South 26 degrees 55 minutes 59 seconds West a distance of 480.59 feet; thence South 66 degrees 50 minutes 08 seconds East a distance of 1437.26 feet; thence North 23 degrees 09 minutes 52 seconds East a distance of 780.32 feet; thence South 66 degrees 02 minutes 09 seconds East a distance of 73.74 feet to a point of curvature; thence Southeasterly on a curve to the left being tangent to the previous course, having a radius of 1000.00 feet, a central angle of 23 degrees 36 minutes 09 seconds and an arc length of 411.94 feet; thence South 89 degrees 38 minutes 18 seconds East a distance of 511.87 feet; thence South 00 degrees 21 minutes 42 seconds West a distance of 587.65 feet to a point of curvature; thence Southwesterly on a curve to the right being tangent to the previous course, having a radius of 300.00 feet, a central angle of 22 degrees 48 minutes 10 seconds and an arc length of 119.40 feet; thence South 23 degrees 09 minutes 52 seconds West a distance of 244.84 feet to a point of curvature; thence Southwesterly on a curve to the right being tangent to the previous course, having a radius of 300.00 feet, a central angle of 47 degrees 20 minutes 16 seconds and an arc length of 247.86 feet; thence South 70 degrees 30 minutes 08 seconds West a distance of 231.39 feet to a point of curvature; thence Southwesterly on a curve to the left being tangent to the previous course, having a radius of 300.00 feet, a central angle of 34 degrees 04 minutes 52 seconds and an arc length of 178.45 feet to a point of curvature; thence Northwesterly on a curve to the right having an initial tangent bearing of North 71 degrees 34 minutes 22 seconds West, a radius of 1300.00 feet, a central angle of 25 degrees 41 minutes 20 seconds and an arc length of 582.87 feet; thence North 45 degrees 53 minutes 02 seconds West a distance of 289.69 feet; thence South 23 degrees 09 minutes 52 seconds West a distance of 234.90 feet to a point of curvature; thence Southwesterly on a curve to the right being tangent to the previous course, having a radius of 700.00 feet, a central angle of 38 degrees 06 minutes 57 seconds and an arc length of 465.67 feet; thence South 61 degrees 16 minutes 50 seconds West a distance of 303.10 feet; thence North 28 degrees 43 minutes 10 seconds West a distance of 165.37 feet to a point of curvature; thence Northwesterly on a curve to the left being tangent to the previous course, having a radius of 300.00 feet, a central angle of 28 degrees 42 minutes 19 seconds and an arc length of 150.30 feet; thence North 57 degrees 25 minutes 29 seconds West a distance of 1235.20 feet to a point on the Easterly right of way line of Northeast 104th Street as now established by LIBERTY SECOND HIGH SCHOOL, a subdivision in the City of Liberty, said point being a point of curvature; thence along said Easterly right of way line, Northeasterly on a curve to the right having an initial tangent bearing of North 31 degrees 56 minutes 53 seconds East, a radius of 2560.00 feet, a central angle of 08 degrees 06 minutes 10 seconds and an arc length of 362.04 feet; thence along the North line of said LIBERTY SECOND HIGH SCHOOL, North 33 degrees 33 minutes 21 seconds West a distance of 31.81 feet to a point of curvature; thence Northerly and Northwesterly on a curve to the left having an initial tangent bearing of North 37 degrees 17 minutes 34 seconds East, a radius of 400.00 feet, a central angle of 65 degrees 16 minutes 17 seconds and an arc length of 455.68 feet to a point of reverse curvature; thence Northwesterly on a curve to the right having an initial tangent bearing of North 27 degrees 58 minutes 43 seconds West, a radius of 700.00 feet, a central angle of 12 degrees 15 minutes 10 seconds and an arc length of 149.70 feet; thence North 78 degrees 55 minutes 49 seconds East a distance of 146.41 feet to the Point of Beginning.

EXCEPT

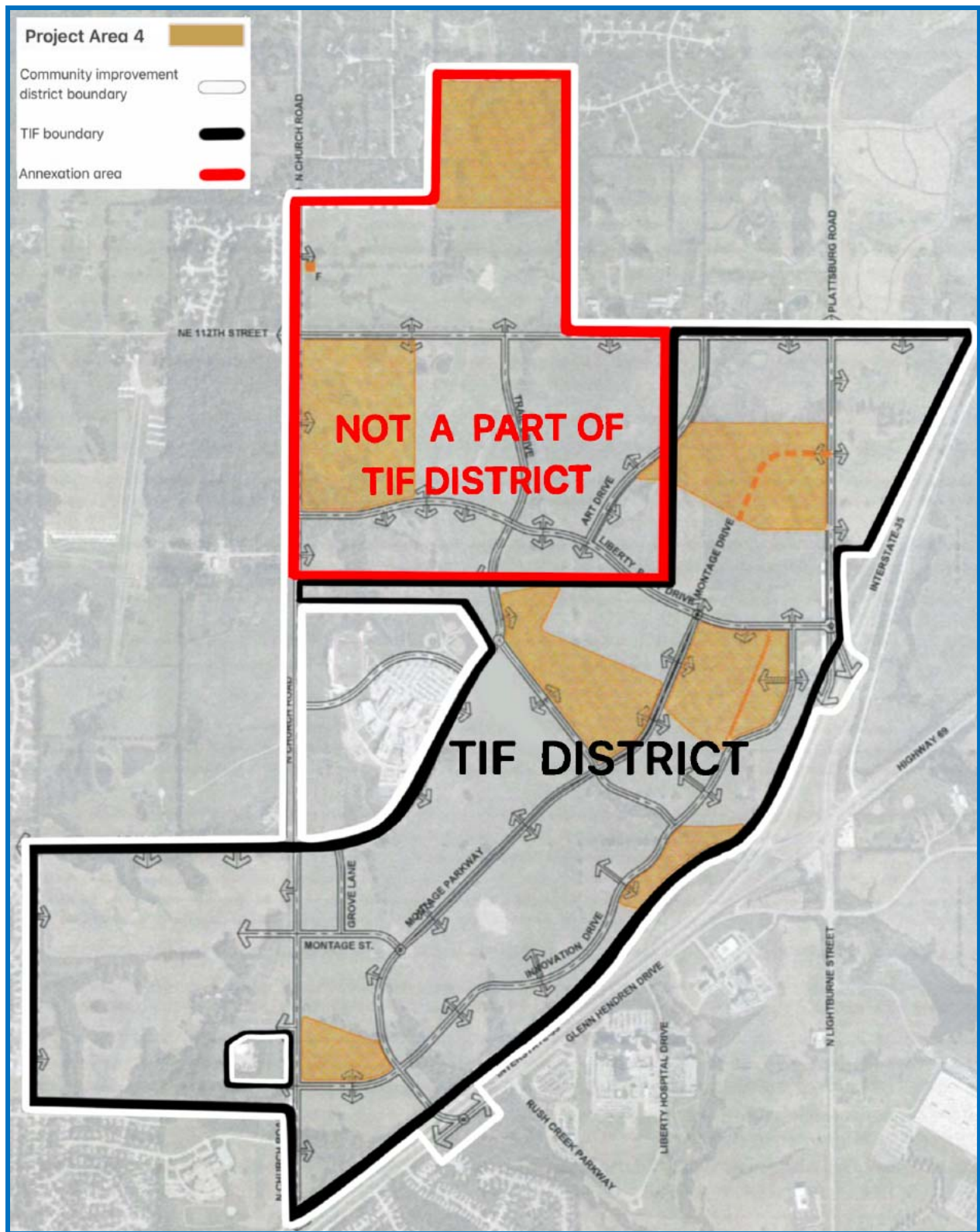
That part taken or used for road right of way.

AND EXCEPT

Part of the North One-Half of Section 30, Township 52 North, Range 31 West, Clay County, Missouri, being described as follows:

Beginning at the Southwest corner of the Northwest One-Quarter of said Section 30; thence North along the West line of the said Northwest One-Quarter to the Northwest corner thereof; thence East along the North line of said Section 30 to the Northwest corner of the East one half of the Northeast One- Quarter of said Section 30; thence South along the West line of the said the East one half of the Northeast One- Quarter of said Section 30 to the Southwest corner thereof; thence West along the East-West centerline of said Section 30 to the Point of Beginning.

The property included within this entire description contains 70.09 acres, more or less.



LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA 5

TRACT 1:

Part of the Northeast One-Quarter of Section 30, Township 52, Range 31, in Clay County, Missouri, being described as follows:

Beginning at the Northeast corner of the said Northeast One-Quarter of Section 30; thence along the East line of the said Northeast One-Quarter, South 00 degrees 15 minutes 14 seconds East a distance of 894.20 feet; thence North 89 degrees 38 minutes 18 seconds West a distance of 1515.19 feet to a point of curvature; thence Northeasterly on a curve to the left having an initial tangent bearing of North 32 degrees 37 minutes 17 seconds East, a radius of 1200.00 feet, a central angle of 32 degrees 16 minutes 07 seconds and an arc length of 675.83 feet; thence North 00 degrees 21 minutes 10 seconds East a distance of 252.58 feet to a point on the North line of the said Northeast One-Quarter of Section 30; thence along said North line, South 89 degrees 40 minutes 33 seconds East a distance of 1320.39 feet to the Point of Beginning.

EXCEPT

That part taken or used for road right of way.

AND EXCEPT

Part of the North One-Half of Section 30, Township 52 North, Range 31 West, Clay County, Missouri, being described as follows:

Beginning at the Southwest corner of the Northwest One-Quarter of said Section 30; thence North along the West line of the said Northwest One-Quarter to the Northwest corner thereof; thence East along the North line of said Section 30 to the Northwest corner of the East one half of the Northeast One-Quarter of said Section 30; thence South along the West line of the said the East one half of the Northeast One-Quarter of said Section 30 to the Southwest corner thereof; thence West along the East-West centerline of said Section 30 to the Point of Beginning.

The property included within this entire description contains 27.08 acres, more or less.

TRACT 2:

Part of the Northeast One-Quarter of Section 36, Township 52, Range 32, in Clay County, Missouri, being described as follows:

Commencing at the Northeast corner of the Northeast One-Quarter of said Section 36; thence along the East line of the said Northeast One-Quarter, South 00 degrees 20 minutes 07 seconds West a distance of 696.31 feet to the Point of Beginning; thence continuing along the East line of the said Northeast One-Quarter, South 00 degrees 20 minutes 07 seconds West a distance of 1181.08 feet; thence North 89 degrees 31 minutes 46 seconds West a distance of 578.48 feet; thence South 45 degrees 24 minutes 50 seconds West a distance of 169.94 feet; thence North 89 degrees 30 minutes 51 seconds West a distance of 395.22 feet; thence North 00 degrees 14 minutes 44 seconds East a distance of 1301.42 feet; thence South 89 degrees 31 minutes 17 seconds East a distance of 1096.07

feet to the Point of Beginning and containing 30.95 acres more or less, Except that part taken or used for road right of way.

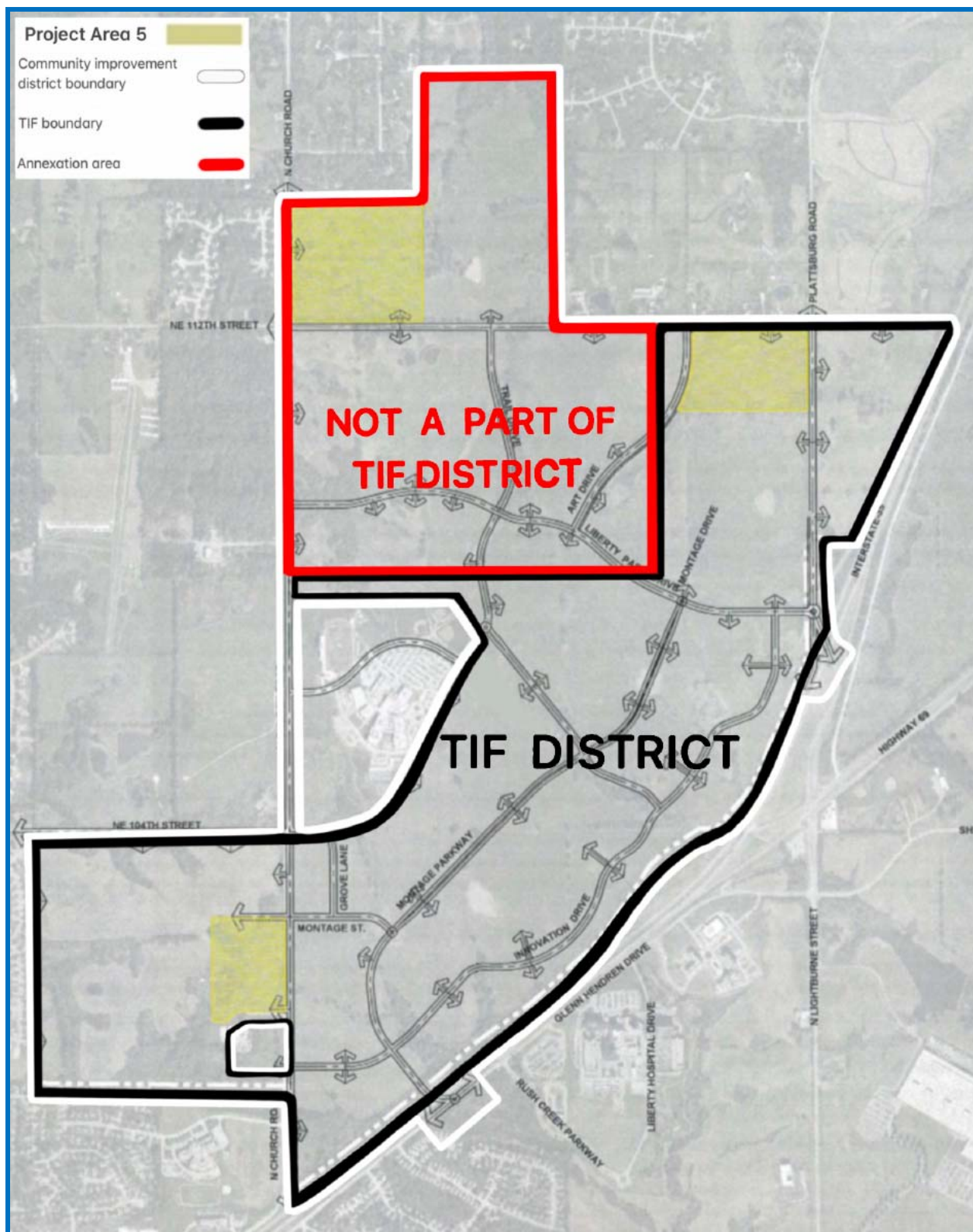


EXHIBIT C

PRIVATE PROJECT IMPROVEMENTS

1. To increase employment and enhance the tax base for the municipality, identified in the Qualifications Analysis Report, by inter alia, constructing the Redevelopment Projects described in Section II.C of the Plan. This includes construction of single-family and multi-family homes, commercial, retail, office, hotel and mixed use development. Uses that are not permitted within the Redevelopment Plan/Projects are as follows: 1) Surplus/used merchandise/discount/liquidation stores including discount retailers and resale stores; ; 2) Automobile/Truck Repair Stores; 3) Automobile/Truck Related Retail, Sales and Service Stores. Uses that may be permitted but should be limited in quantity and require prior approval of City Council are as follows 1) Gasoline/Convenience Stores; 2) Fast Food Restaurants; 3) Warehouses, mini-warehouse, storage, and related facilities.
2. To install, repair, construct, reconstruct and relocate access drives, utilities, sidewalk improvements, and other surface improvements essential to the preparation of the Redevelopment Area.
3. To construct certain infrastructure facilities and improvements serving the Redevelopment Area including, but not limited to:
 - storm water,
 - sanitary sewer,
 - water lines, and
 - gas and electric utilities.
4. Specific private amenity improvements include:
 - 4.1 The Grove Demonstration Farm and Learning Center in Project Area 1
 - 4.2 Montage Community Center in Project Area 2
 - 4.3 Westhill Community Pool and Playscape in Project Area 2
 - 4.4 Neighborhood Stable in Project Area 3
 - 4.5 Arts Center in Project Area 4

EXHIBIT D

PUBLIC PROJECT IMPROVEMENTS

The Project Improvements pertaining to a specific Redevelopment Project Area (numbered paragraphs 1 through 5 of this **Exhibit D**) correspond with the respective Redevelopment Project Areas 1 through 5 of the TIF Plan, as shown on the maps following the list of Priority and Project Improvements in this **Exhibit D**.

A. Future Public Safety Improvements

It is acknowledged that future Montage traffic volume and movements may require public safety improvements to that section of N. Church Rd. between the intersection with MO 291 Highway and the southern boundary of the project. The current traffic study does not show a need, now or in the future, however, the Developer will be required in seventh year following the commencement of construction, upon the written request by the City of Liberty Director of Public Works, to conduct and provide to the City of Liberty, an update of the traffic analysis for this corridor. TIF District participation in the construction of such public safety improvements necessitated by the updated traffic analysis in order to maintain a minimum LOS of E within this corridor, if any, shall be in collaboration with the City and Developer within three years thereafter with the next TIF Project Area.

B. Installation Timing of Project Improvements

All Priority Project Improvements shall be installed within years one to three of the commencement of the respective Project Area, with all other project improvements to be completed by year seven of the respective Project Area.

C. Improvements Involving MODOT

The parties recognize that MODOT involvement in certain improvements may impact design and construction timing.

D. Regional Public Trail Improvements

Trail system with connection to Rush Creek at Glenn Hendren shall be equitably constructed during phases I, II, and III as a Priority Item for each phase. All other trail improvements will be constructed as listed in Project Area Improvements.

E. Project Area Improvements

1. REDEVELOPMENT PROJECT 1 PROJECT IMPROVEMENTS

1.1 Priority Project 1 Water Improvements

1.1.1 2.5 MGD Booster Pump Station, reference Exhibit D-2

1.1.2 24" Water line to feed Booster Pump Station, reference Exhibit D-2

- 1.1.3 24" Water line Bored under I-35 from the booster pump to the northwest side of I-35; water Bore #1, reference Exhibit D-2
- 1.1.4 16" water line from water Bore #1 to 1.5 million--gallon elevated water storage tank, reference Exhibit D-2
- 1.1.5 1.5 million--gallon elevated water storage tank, reference Exhibit D-2
- 1.1.6 12" water line connecting to the 16" water line that was constructed to supply the elevated storage tank. The 12" water line shall connect to the northeast termination of the 12" water line in 104th Street.
- 1.1.7 12" water line on N. Church Road from Camille Street to 2280 N. Church Road.

1.2. Project 1 Water Improvements

- 1.2.1 Public water line required to serve area within delineated phase I boundary
- 1.2.2 12" water line serving the development area to the East of N. Plattsburg Road. The 12" water line shall connect to the 16" water line that is connected to the booster pump station and elevated water storage tank.

1.3. Priority Project 1 Sanitary Sewer Improvements

- 1.3.1 Sanitary Sewer bore under I-35 near Rush Creek Parkway – Sanitary Sewer bore #1, reference Exhibit D-2
- 1.3.2 Gravity sanitary sewer from I-35 and Rush Creek Parkway to downstream manhole, reference Exhibit D-2
- 1.3.3 Sanitary Sewer Pump Station A, reference Exhibit D-2
- 1.3.4 Sanitary Sewer force main from Pump Station A to gravity sewer main connected to Sewer bore #1.

1.4. Project 1 Sanitary Sewer Improvements

- 1.4.1 Public gravity sanitary sewer required to serve area within delineated phase I boundary
- 1.4.2 Sanitary Sewer trench across Church Road to provide gravity sanitary sewer on the west side of Church north of Camille and south of 104th Street.
- 1.4.3 Gravity sanitary sewer from Church Road to a connection point with sewer bore #1.
- 1.4.4 Sanitary sewer flow meter stations at any connections into the Kansas City, MO sewer system.
- 1.4.5 Gravity sanitary sewer line to intercept sewer flow from Liberty North High School and redirect flow to the south which will direct sewer flow to the Liberty Missouri Wastewater Treatment Plant.
- 1.4.6 Gravity Sewer main from upstream point of Sewer bore #1 to the northwest side of Innovation Drive.

1.5. Priority Project 1 Street & Storm Improvements

- 1.5.1 N. Church Road from southern project limits to Liberty Park Drive
- 1.5.2 NE 104th Street from N. Church Road west to west project boundary
- 1.5.3 One super roundabout at the southbound I-35 exit 20 off-ramp intersection with Plattsburg/Lightburne Street

- 1.5.4. Plattsburg/Lightburne Street from super roundabout north to the north project boundary
- 1.5.5. Innovation Drive
- 1.5.6. Lake Drive
- 1.6. Project 1 Street & Storm Improvements
 - 1.6.1. Public Street & Storm sewer required to serve area within delineated phase I boundary
 - 1.6.2. New southbound on-ramp to I-35 initiating from a super round-about within the District on Plattsburg
 - 1.6.3. Improvements to Plattsburg in immediate proximity south of the super round-about, west of I-35
 - 1.6.4. Regional Storm Water Basin at I-35 NE of Montage Pkwy.
- 2. REDEVELOPMENT PROJECT 2 PROJECT IMPROVEMENTS**
 - 2.1. Project 2 Water Improvements
 - 2.1.1. Public water line required to serve area within delineated phase II boundary
 - 2.1.2. 8" water line on N. Church Road from 2800 N. Church Road to proposed Liberty Park Drive.
 - 2.2. Priority Project 2 Sanitary Sewer Improvements
 - 2.2.1. Sanitary Sewer bore under the intersection of I-35 & US 69 – Sanitary Sewer bore #1, reference Exhibit D-2
 - 2.3. Project 2 Sanitary Sewer Improvements
 - 2.3.1. Sanitary Sewer bore under the intersection of I-35 & US 69 – Sanitary Sewer bore #1, reference Exhibit D-2
 - 2.3.2. Gravity sanitary sewer main from termination of Sanitary Sewer bore #2 to downstream manhole, reference Exhibit D-2
 - 2.3.3. Public gravity sanitary sewer required to serve area within delineated phase II boundary
 - 2.3.4. Sanitary sewer pump station B and sanitary sewer pump station C per Exhibit D-2
 - 2.3.5. Sanitary sewer force main from pump station B to receiving gravity sanitary sewer flow to the South.
 - 2.3.6. Sanitary sewer force main from pump station C to receiving gravity sanitary sewer flow to the South that does not discharge to sanitary sewer pump station A
 - 2.4. Project 2 Street & Storm Improvements
 - 2.4.1. Public street and storm improvements required to serve area within delineated Phase II boundary
 - 2.4.2. Flyover connection west to east over I-35 landing with round-about on Glenn Hendren Drive;
 - 2.4.3. 1 regional stormwater basin;
 - 2.4.4. One-half of the Westerly watershed;
 - 2.4.5 Regional Storm Water Basin at I-35 and Lake Drive.

- 2.5. Project 2 Public Amenity Improvements
 - 2.5.1. Liberty Park with Grand Lawn and amphitheater;
 - 2.5.2. Liberty Sports Park Complex consisting of
 - 2.5.2.1. 6 turf soccer / lacrosse fields with lights plus a minimum of 400 parking stalls
 - 2.5.2.2. 8 pickleball courts with lights
 - 2.5.2.3. Graded raw land suitable for 100,000 sq ft indoor facility;
 - 2.5.3. Utilities to serve integrated City fire station, police substation, and regional detention pond/park
 - 2.5.4. One mile of walking and biking trails beginning at the SE side of the flyover and temporarily ending at Liberty Sports Park.

3. REDEVELOPMENT PROJECT 3 PROJECT IMPROVEMENTS

- 3.1. Project 3 Water Improvements
 - 3.1.1. Public water line required to serve area within delineated phase III boundary
 - 3.1.2. 8" water line on 112th Street from Art Drive to Plattsburg Road-
 - 3.1.3. 8" water line on N. Church Road from Liberty Park Drive north to 112th Street and then east to westerly boundary of phase III development area.
- 3.2. Project 3 Sanitary Sewer Improvements
 - 3.2.1. Public gravity sanitary sewer required to serve area within delineated phase III boundary
 - 3.2.2. Sanitary sewer pump station E and sanitary sewer pump station F per Exhibit D-2
 - 3.2.3. Sanitary sewer force main from pump station F to receiving gravity sanitary sewer flow to the South that does not discharge to sanitary sewer pump station B or sanitary sewer pump station C-
 - 3.2.4. Sanitary sewer force main from pump station E to receiving gravity sanitary sewer flow to the South that does not discharge to sanitary sewer pump station B or C.
- 3.3. Project 3 Street & Storm Improvements
 - 3.3.1. Public street and storm improvements required to serve area within delineated phase III boundary
 - 3.3.2. Montage Drive between Liberty Park Drive and Lake Drive
 - 3.3.3. 0.70 mile (3,696 linear feet) of Church Road extending from Liberty Park Drive north;
 - 3.3.4. NE 112th Street from Church Road-to Plattsburg (approx. 1 mile (5,280 lf);
 - 3.3.5. 0.30 mile (1,584 linear feet) of Art Avenue from NE 112th Street south;
 - 3.3.6. 2 regional stormwater basins;
 - 3.3.7. One-half of the Westerly watershed
- 3.4. Project 3 Public Amenity Improvements
 - 3.4.1. 0.60 mile (3,168 linear feet) of walking and biking trails

4. REDEVELOPMENT PROJECT 4 PROJECT IMPROVEMENTS

4.1. Project 4 Water Improvements

- 4.1.1. Public water line required to serve area within delineated phase IV boundary

4.2. Project 4 Sanitary Sewer Improvements

- 4.2.1. Public gravity sanitary sewer required to serve area within delineated phase IV boundary

4.3. Project 4 Street & Storm Improvements

- 4.3.1. Public street and storm improvements required to serve area within delineated phase IV boundary
- 4.3.2. 1 regional stormwater basins;

5. REDEVELOPMENT PROJECT 5 PROJECT IMPROVEMENTS

5.1. Project 5 Water Improvements

- 5.1.1. Public water line required to serve area within delineated phase V boundary

5.2. Project 5 Sanitary Sewer Improvements

- 5.2.1. Public gravity sanitary sewer required to serve area within delineated phase V boundary

5.3. Project 5 Street & Storm Improvements

- 5.3.1. Public street and storm improvements required to serve area within delineated phase V boundary

Exhibit D: Map of Redevelopment Project Area 1 Public Project Improvements

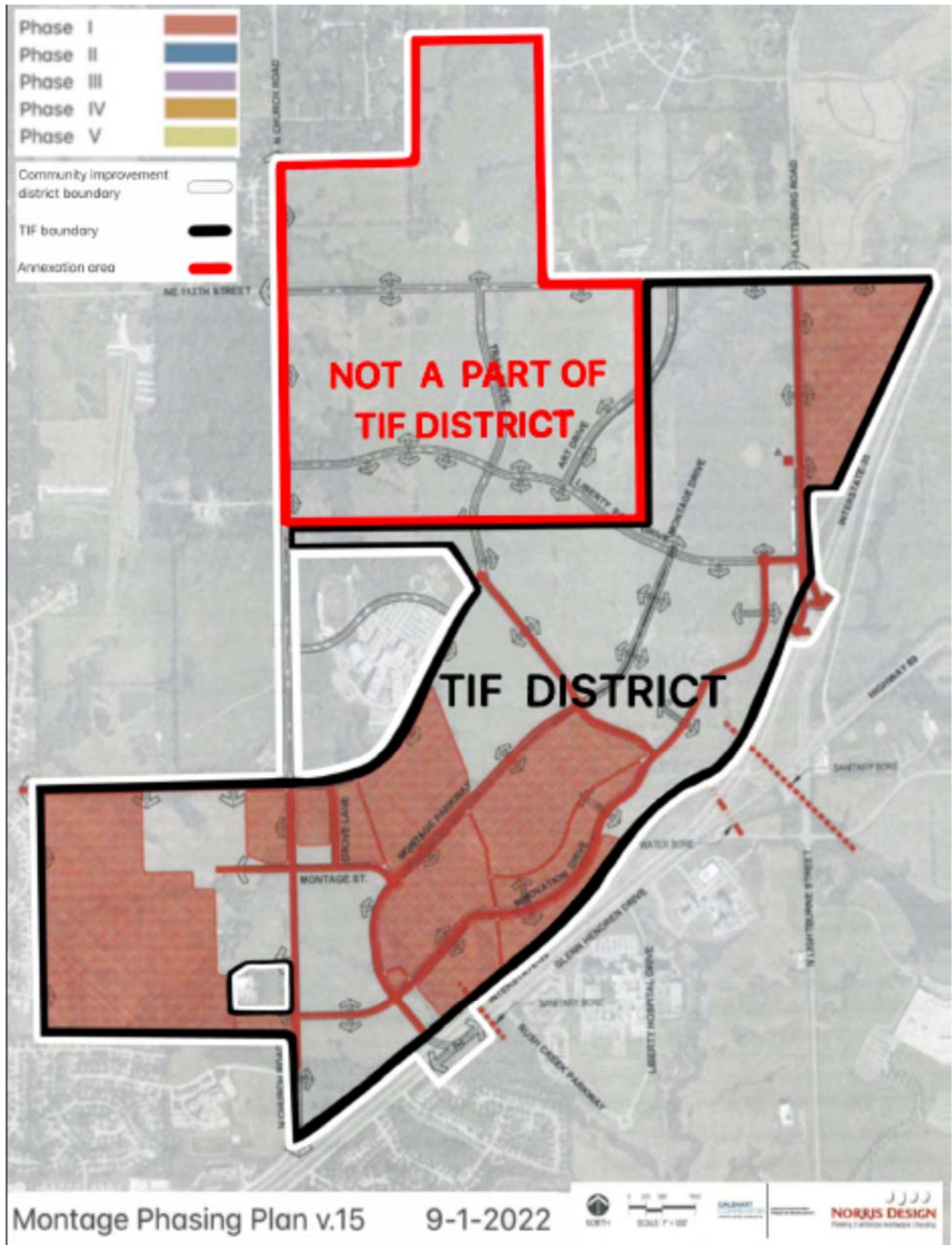


Exhibit D: Map of Redevelopment Project Area 2 Public Project Improvements

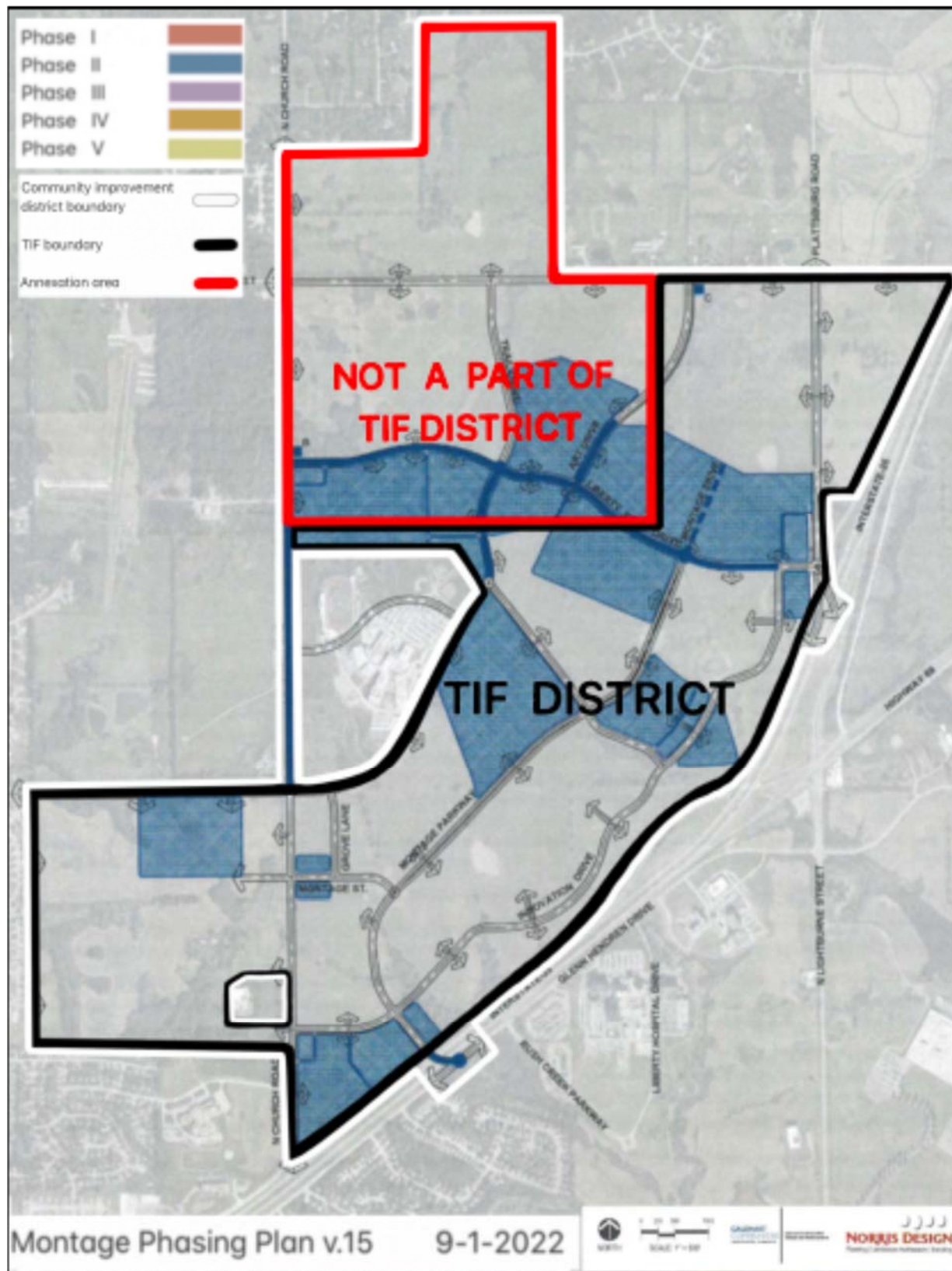


Exhibit D: Map of Redevelopment Project Area 3 Public Project Improvements

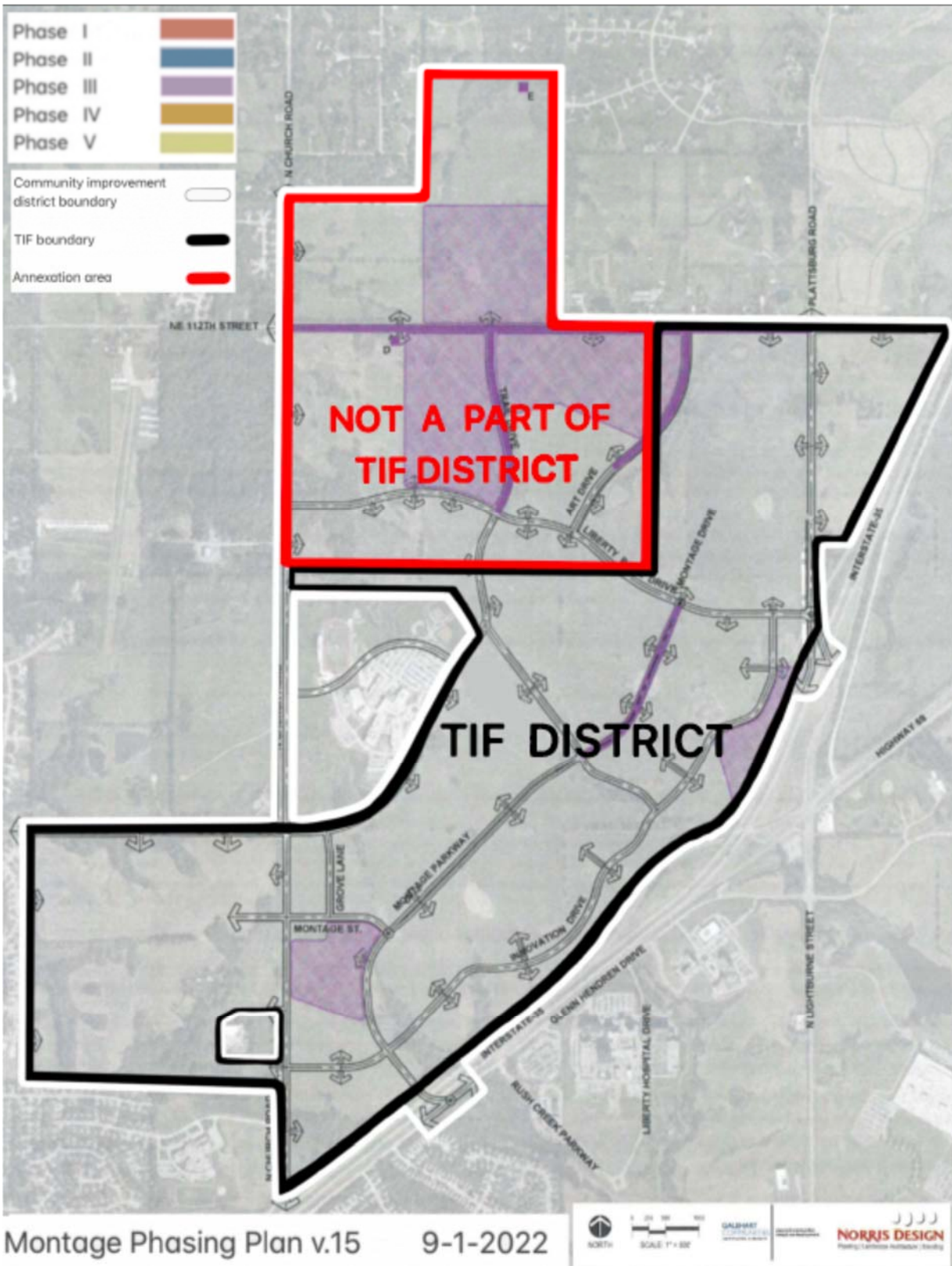


Exhibit D: Map of Redevelopment Project Area 4 Public Project Improvements

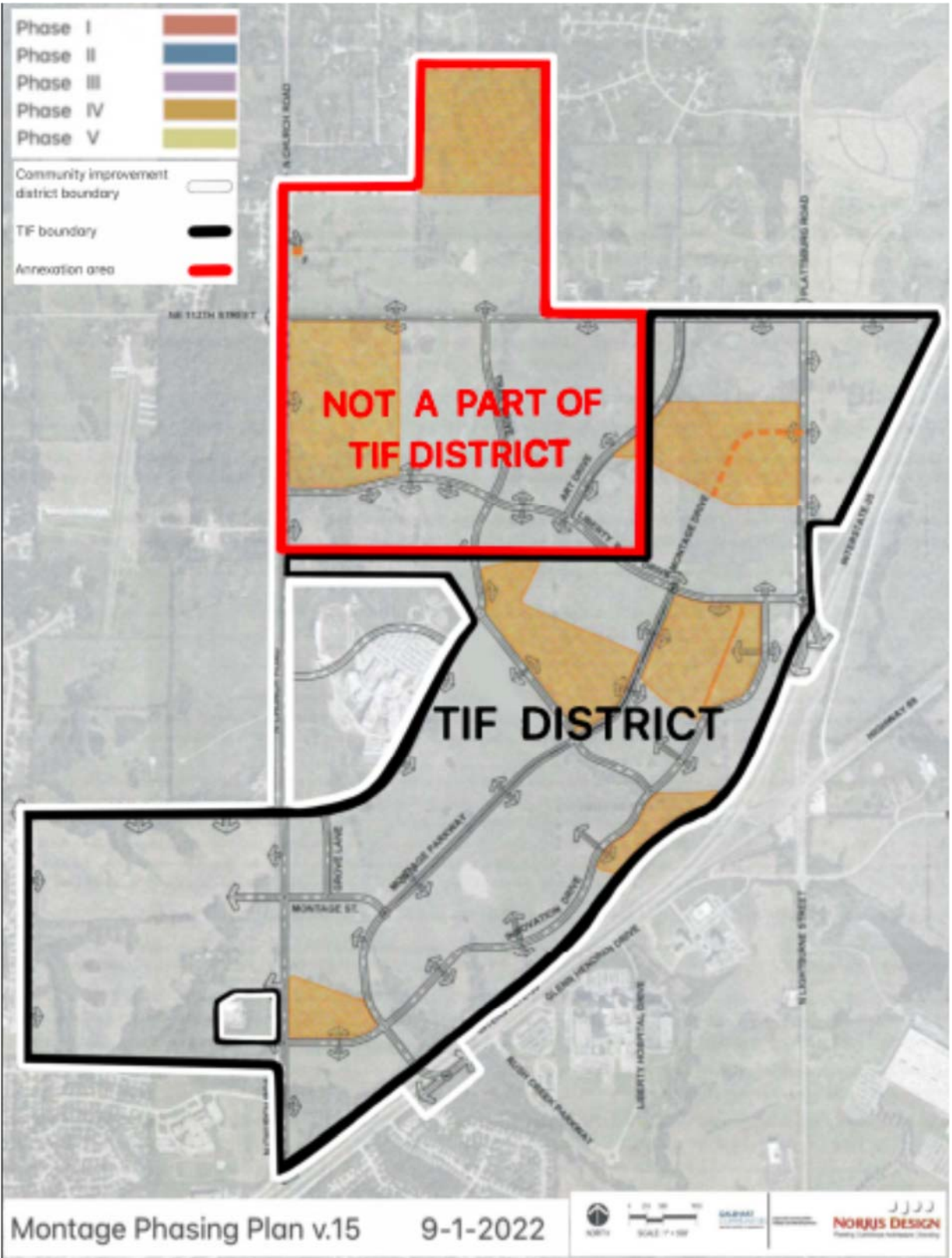


Exhibit D: Map of Redevelopment Project Area 5 Public Project Improvements

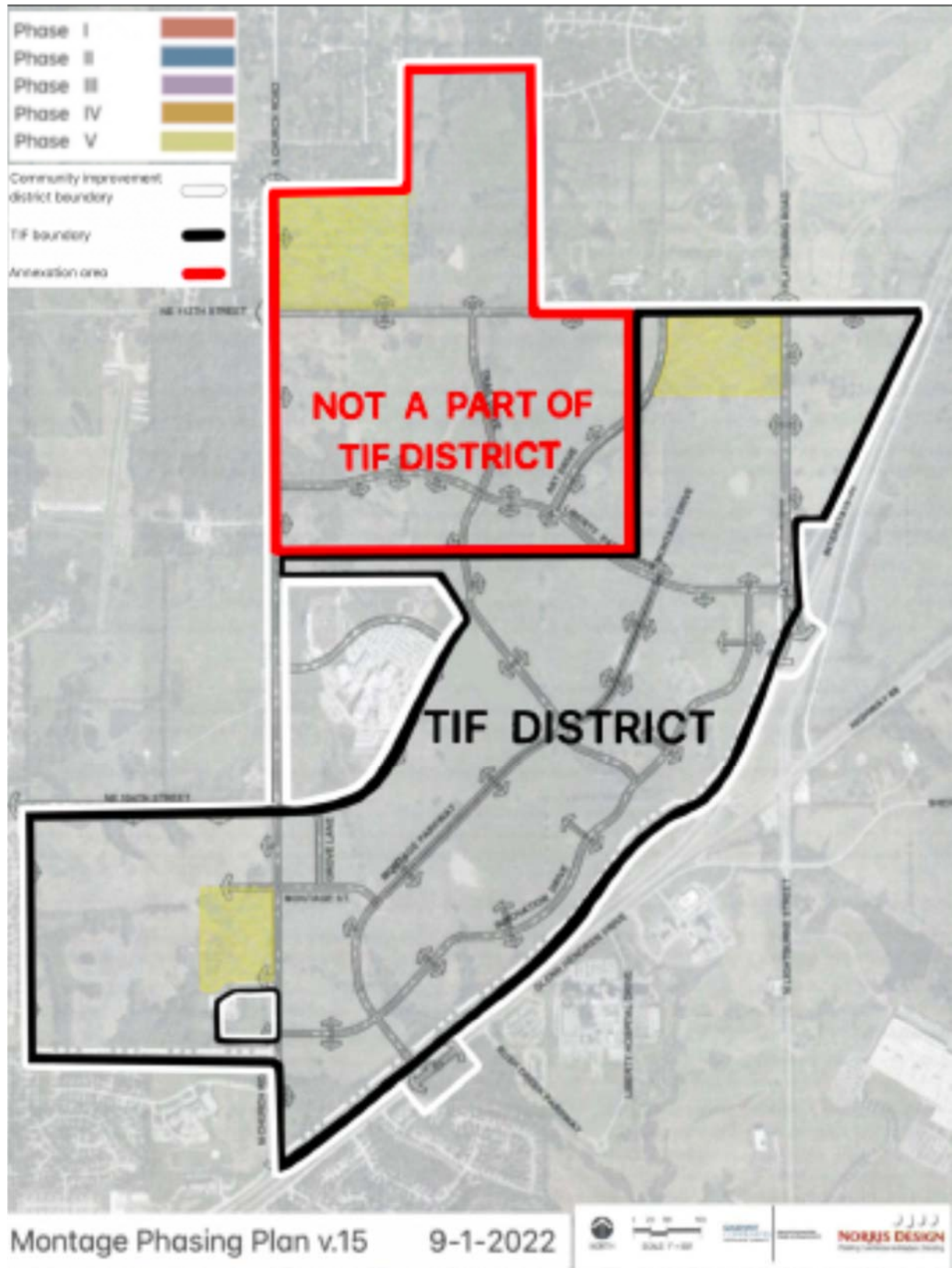


Exhibit D2

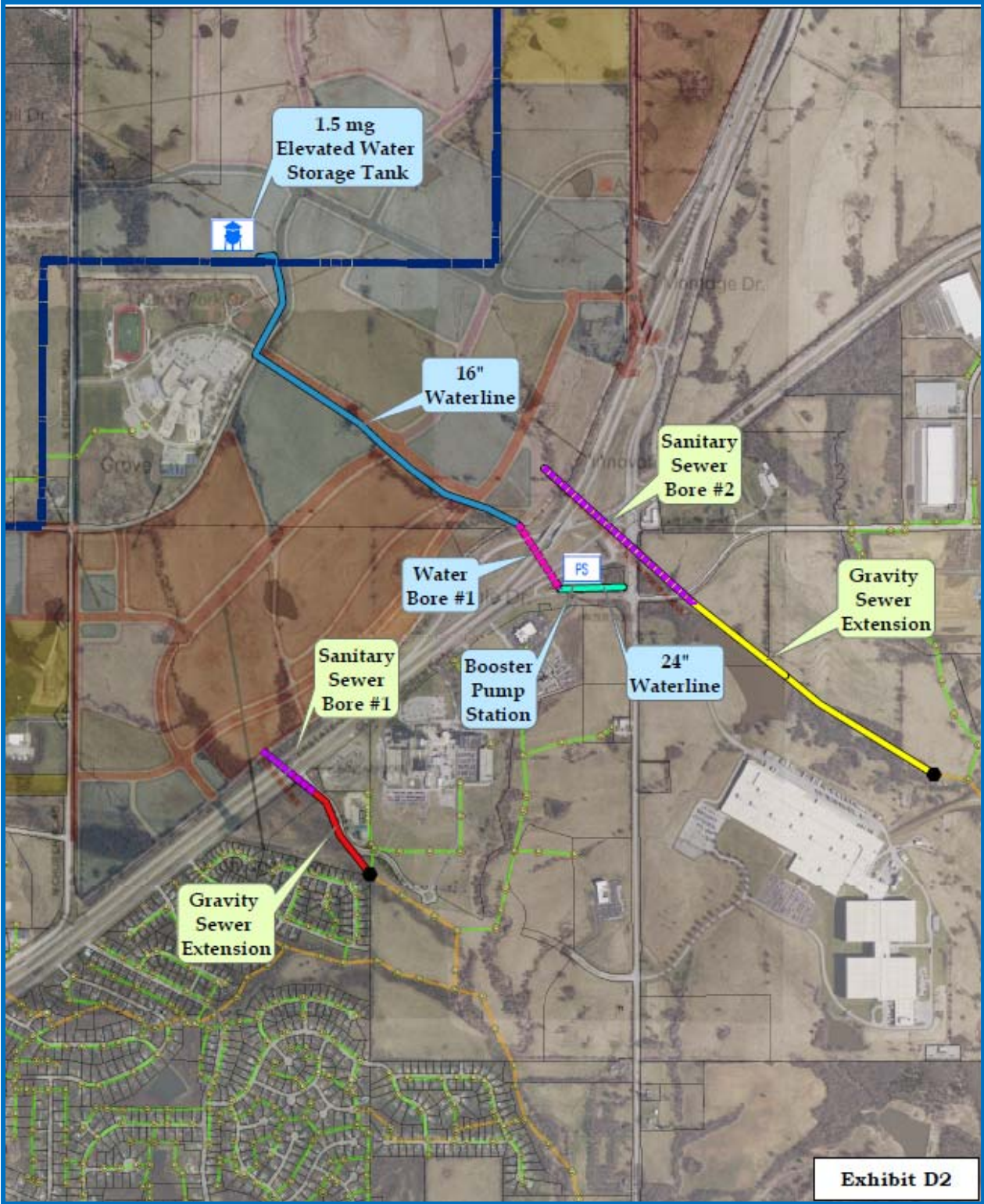


EXHIBIT E

ESTIMATED REDEVELOPMENT SCHEDULE

	<u>Commencement</u>	<u>Completion</u>
Redevelopment Project Area 1		Q4 2027
Redevelopment Project Area 2		Q4 2029
Redevelopment Project Area 3		Q4 2032
Redevelopment Project Area 4		Q4 2035
Redevelopment Project Area 5		Q4 2038

All scheduled activities may commence earlier than the dates set out above.

EXHIBIT F

REDEVELOPMENT PROJECT COST BUDGET

Development Costs	Total Project Costs	Private Capital	Private Bond Proceeds	Surplus SRD*
Site Acquisition	\$ 30,543,110	\$ 24,660,365	\$ 4,882,745	\$ 1,000,000
PreDevelopment Costs	\$ 6,259,086	\$ 4,093,588	\$ 2,065,498	\$ 100,000
Public Backbone Infrastructure	\$ 114,035,100	\$ 47,395,224	\$ 59,139,876	\$ 7,500,000
Public Neighborhood Infrastructure	\$ 56,394,000	\$ 9,483,643	\$ 43,610,357	\$ 3,300,000
Regional And Local Amenities & Green Space	\$ 47,035,556	\$ 45,626,184	\$ 1,209,600	\$ 199,772
Soft Costs	\$ 13,023,400	\$ 8,545,678	\$ 3,297,722	\$ 1,180,000
Contingency	\$ 23,143,579	\$ 14,811,650	\$ 7,741,929	\$ 590,000
Developer Fee	\$ 14,256,124	\$ 14,256,124	\$ -	\$ -
Total Development Costs (before Financing & Bond Debt Service)	\$ 304,689,954	\$ 164,693,252	\$ 126,126,930	\$ 13,869,772
Percentage of Total Project Costs		54.05%	41.40%	4.55%
Percentage of Overall Incremental Taxes (of \$1,080MM)				35.06%
Percentage of Horizontal & Vertical Costs (\$2B)				18.91%
*Non-Captured CID Revenue, plus surplusd portion of captured CID revenue				

EXHIBIT G

PAYMENT AND PERFORMANCE BOND FORMS

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: That

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

hereinafter called SURETY, are held and firmly bound unto **Mayor, City Council and the Citizens of the City of Liberty, Missouri** located at **101 E. Kansas, Liberty Missouri, 64068** hereinafter called OWNER, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of

_____ Dollars

(\$ _____) in lawful money of the United States, for the payment of which sum will be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided in such contract, and any authorized extensions or modifications thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and for all labor costs incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or materialman lienholder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER that said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating, with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 50 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term Amendment, wherever used in this BOND and whether referring to the BOND or the Contract shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the ____ day of _____, 20 ____.

ATTEST:

(Principal) Secretary

(SEAL)

(Witness as to Principal)

(Address)

By _____

(Address)

Surety

ATTEST:

(Witness to Surety)

(Address)

By _____
Attorney-in-Fact

(Address)

NOTE:

1. Date of BOND must not be prior to date of contract.
2. If CONTRACTOR is partnership, all partners should execute BOND.
3. Surety companies executing BONDS must appear on the Treasury Departments most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.
4. Accompany this bond with Attorney-in-Fact's Authority from the Surety Company certified to include the date of the bond.

PERFORMANCE AND MAINTENANCE BOND

City of Liberty, Missouri

KNOW ALL MEN BY THESE PRESENTS:

THAT we, the undersign, _____ of _____, hereinafter referred to as "Contractor", and _____, a corporation organized under the laws of the State of _____ and authorized to transact business in the State of Missouri, as "Surety", are held and firmly bound unto the City of Liberty, Missouri, hereinafter referred to as "City", in the penal sum of _____ Dollars (\$ _____), lawful money of the United States of America for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bonded Contractor, on the _____ day of _____, 20____, has been given permission by the City Engineer under Permit No., to construct

City Project No. _____.

NOW, THEREFORE, if the said Contractor shall construct or cause to be constructed and completed the entire improvement in accordance with specifications used by the City of Liberty for like improvements, and to the lines and grades shown on the plans, all to be done subject to the approval and acceptance of the Engineer for the said City of Liberty, and shall construct said with such materials in such manner that same shall endure without need of any repairs for the period of two (2) years from and after the completion of said improvement and acceptance thereof; and if said improvement shall endure without the need of repairs for the period of two (2) years from and after completion and acceptance thereof as aforesaid, then this obligation shall be void; otherwise to be in full force and effect.

IN TESTIMONY whereof, the Contractor has hereunto set his hand, and said surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its attorney-in-fact duly authorized to do so at _____, on this day of _____, 20____.

Name

By: _____

Title: _____

Surety

By _____

Attorney-in-fact

By _____
State Representative

(Accompany this bond with the attorney-in-fact's authority from the surety company certified to include the date of the bond)

City of Liberty

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE ACKNOWLEDGING VENDOR PAYMENTS
FOR THE PERIOD OF SEPTEMBER 2, 2022 TO SEPTEMBER 16, 2022

BE IT ORDAINED, by the City Council of the City of Liberty, Clay County, Missouri,
as follows:

The attached lists of vendor checks as drawn by the finance director is hereby
acknowledged, in the amounts and to the persons as listed. Said report is hereby
incorporated by reference as part of this ordinance. Total disbursements by individual
fund is also hereby acknowledged as listed below:

FUND NAME	FUND NUMBER	AMOUNT
GENERAL OPERATING FUND	10	\$ 184,312.53
LIMITED CAPITAL FUND	11	\$ 547.13
CAPTIAL SALES TAX FUND	50	\$ 8,606.16
ECO/DEVO SALES TAX FUND	56	\$ 153.00
PARKS FUND	60	\$ 3,041.30
SPORTS COMPLEX FUND	61	\$ 47,217.35
COMMUNITY CENTER FUND	65	\$ 38,963.41
TRANSIENT GUEST TAX FUND	67	\$ 2,250.00
POLICE TRAINING FUND	69	\$ (1.00)
INMATE SECURITY FUND	71	\$ 123.00
CEMETERY MAINTENANCE FUND	73	\$ 3,317.32
LOSS CONTROL FUND	75	\$ 1,445.00
WATER OPERATING FUND	90	\$ 628,591.18
WASTEWATER OPERATING FUND	92	\$ 1,325,797.46
WATER CAPITAL FUND	94	\$ 673.75
WASTEWATER CAPITAL FUND	96	\$ 4,971.24
WASTEWATER TREATMENT FACILITY	97	\$ 157,205.73
PAYROLL CHECKS & BENEFITS	9/9/22	\$ 1,081,039.86
TOTAL APPROPRIATIONS		<u><u>\$ 3,488,254.42</u></u>

PASSED by the Council this 26th day of September, 2022.

MAYOR PRO TEM

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this 26th day of September, 2022.

MAYOR PRO TEM

Appropriations Legend

Account Number	Fund and Departments
10	General Fund
10.10	Council
10.20	Administration
10.25	Human Resources
10.30	Finance
10.40	Police
10.50	Fire
10.60	Parks-Aging Services
10.70	Public Works
10.80	Planning and Development Services
10.90	Information Services
10.95	City Wide
11	Limited Capital Fund
14	Downtown 353
15	Residential 353
16	TIF-Liberty Commons
17	CID-Liberty Commons
18	TDD-Liberty Commons
20-21	TIF-Liberty Triangle Project
22	TIF-Liberty Triangle Series 2007
23	TIF-Roger's Plaza
24	TIF-Blue Jay Crossing
25	TIF-Triangle Project B-1
26	TIF-Triangle Project F
27	Rogers CID Sales Tax
28	Blue Jay Crossing CID Sales Tax
29	Triangle CID Sales Tax
30	South Liberty Parkway
31	TIF-South Liberty Parkway-Whitehall
32	TIF-Project E
33	TIF-Triangle Project E
35	TIF-Tiangle Project E-4
36	Liberty Corners CID
37	TIF-Triangle Project E-1
38	TIF-Triangle Project E-2
39	Healthy Living Community
40 & 41	Cemetery Trust Funds
42	F Hughes Library Trust
50	Capital Sales Tax Fund
51	PFA Construction Fund
52	Transportation Sales Tax Fund
54	Park Sales Tax Fund
55	Parks Development Fund
56	Eco/Devo Sales Tax Fund
57	Capital Const Bond Fund
58	Fire Sales Tax Fund
59	Public Safety Sales Tax Fund
60	Parks Fund
61	Sports Complex Fund
65	Community Center Fund
67	Transient Guest Tax Fund
68	Preservation & Development Fund
69	Police Training Fund
70	Cable Reserve Fund
73	Cemetery Maintenance Fund
75	Loss Control Fund
80	Debt Service Fund
81	Tax Escrow Fund
82	TIF-Triangle B-1 Debt Service (CCHC)
83	TIF Debt Service 2007 Fund
86	TIF Debt Service Fund
87	NID Debt Service Fund
88	PFA Debt Service Fund
90	Water Operating Fund
90.30	Finance-Utility Billing
90.70	Public Works
92	Wastewater Operating Fund
92.30	Finance-Utility Billing
92.70	Public Works
94	Water Capital Fund
96	Wastewater Capital Fund
97	Wastewater Treatment Facility
98	Solid Waste Fund
98.30	Finance-Utility Billing
98.70	Public Works

SEPTEMBER 9TH CHECKS

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK# DATE		DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
AMERICAN DIGITAL SECURIT 004908		178703	09/09/22	POL TROUBLESHOOT CALL	125.00	035755	INV0001412		P - W	BIOMETRICS SUPPL	71.40.501.04.5055
AMOR/NATHAN 006511		178704	09/09/22	CCTR SWIM INSTR	45.00	035756	8/31-9/3		P N W	PRIVATE SWIMMING	65.60.417.08.8125
ATHCO 000115		178705	09/09/22	PKS REPL PARTS	390.00	035757	0024810-IN		P - W	CITY PARK IMPROV	11.60.415.36.7305
BAE/KYEONGMIN .14105		178706	09/09/22	CCTR REFUND ENROLLMENT	54.00	035806	1660734		P - W	REFUNDS PAYABLE	65.2265
BERMAN AND RABIN PA 000521		178707	09/09/22	PAYROLL DEDUCTION	268.00	035758	21CY-CV06025		P - W	GARNISHMENT PAYA	10.2187
BLUE SPRINGS MUNICIPAL C .14106		178708	09/09/22	RECIPROCAL BOND	80.00	035807	W2101373,374		P - W	RECIPROCAL CASH	10.2441
BRENNTAG MID-SOUTH INC 005767		178709	09/09/22	WTP CHEMICALS	6,594.35	035759	BMS230454		P - W	CHEMICALS	90.70.802.04.5010
		178709	09/09/22	DISCOUNT	129.30CR	035759	BMS230454		P - W	CHEMICALS	90.70.802.04.5010
				VENDOR TOTAL	6,465.05	*CHECK TOTAL					
CLAY CO RECORDER 001059		178711	09/09/22	DD RECORDING FEE	69.00	035761	20220025281		P - W	RECORDING FEES	10.80.151.08.5361
CLAY COUNTY CIRCUIT COUR 003459		178712	09/09/22	RECIPROCAL BOND	50.00	035760	2207MWR1236		P - W	RECIPROCAL CASH	10.2441
		178712	09/09/22	RECIPROCAL BOND	600.00	035808	2007MWR44		P - W	RECIPROCAL CASH	10.2441
				VENDOR TOTAL	650.00	*CHECK TOTAL					
CLINICAL COUNSELING ASSO 000367		178710	09/09/22	TRAUMA COACHING SESSION	2,250.00	035762	08.30.2022		P - W	EMPLOYEE ASSISTA	10.95.140.02.4110
CUMMINS SALES AND SERVIC 004424		178713	09/09/22	PWK GENERATOR MAINT	604.70	035763	H9-16521		P - W	FACILITIES MAINT	10.70.221.14.5572
		178713	09/09/22	PWK GENERATOR MAINT	284.78	035764	H9-16523		P - W	FACILITIES MAINT	10.70.221.14.5572
				VENDOR TOTAL	889.48	*CHECK TOTAL					
DIESEL SOLUTIONS LLC 000424		178714	09/09/22	ST #714 MAINT SERVICE	827.64	035765	2284		P N W	VEHICLE MAINTENA	10.70.225.14.5541
ED M FELD EQUIPMENT CO I 005333		178715	09/09/22	FIRE YELLOW HELMETS-3	945.00	035766	0409478-IN		P - W	MINOR EQUIPMENT	75.50.780.18.5601
EVERGY 008892		1794	09/09/22	ELECTRIC SERVICE	1,447.08	035753	AUGUST		P - H	ELECTRIC	10.20.051.12.5401
		1794	09/09/22	ELECTRIC SERVICE	2,513.57	035753	AUGUST		P - H	ELECTRIC	10.50.300.12.5401

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
EVERGY			008892					
1794	09/09/22	ELECTRIC SERVICE	8,238.58	035753	AUGUST		P - H ELECTRIC	10.70.221.12.5401
1794	09/09/22	ELECTRIC SERVICE	653.52	035753	AUGUST		P - H ELECTRIC	10.70.225.12.5401
1794	09/09/22	ELECTRIC SERVICE	58,708.40	035753	AUGUST		P - H ELECTRICITY-STRE	10.70.225.12.5405
1794	09/09/22	ELECTRIC SERVICE	1,428.21	035753	AUGUST		P - H ELECTRICITY-TRAF	10.70.225.12.5406
1794	09/09/22	ELECTRIC SERVICE	23.32	035753	AUGUST		P - H ELECTRIC	73.70.226.12.5401
1794	09/09/22	ELECTRIC SERVICE	1,426.59	035753	AUGUST		P - H ELECTRIC	60.60.420.12.5401
1794	09/09/22	ELECTRIC SERVICE	8,467.60	035753	AUGUST		P - H ELECTRIC	61.60.458.12.5401
1794	09/09/22	ELECTRIC SERVICE	15,066.06	035753	AUGUST		P - H ELECTRIC	65.60.491.12.5401
1794	09/09/22	ELECTRIC SERVICE	52,721.64	035753	AUGUST		P - H ELECTRIC	90.70.802.12.5401
1794	09/09/22	ELECTRIC SERVICE	54,095.06	035753	AUGUST		P - H ELECTRIC	92.70.902.12.5401
			204,789.63	*CHECK TOTAL				
		VENDOR TOTAL	204,789.63					
FOLEY EQUIPMENT CO INC			006120					
178716	09/09/22	ST #152 VEE BELTS	966.25	035767	SS700096411		P - W VEHICLE MAINTENA	10.70.225.14.5541
178716	09/09/22	ST #152 COOLANT	67.44	035768	PS400433707		P - W VEHICLE MAINTENA	10.70.225.14.5541
178716	09/09/22	ST #152 HOSES	142.66	035769	PS404433889		P - W VEHICLE MAINTENA	10.70.225.14.5541
			1,176.35	*CHECK TOTAL				
		VENDOR TOTAL	1,176.35					
GALL'S INC			005394					
178717	09/09/22	FIRE UNIFORMS	59.84	035770	021990311		P - W CLOTHING EXPENSE	10.50.301.38.5812
178717	09/09/22	FIRE UNIFORMS	57.55	035771	021953567		P - W CLOTHING EXPENSE	10.50.301.38.5812
178717	09/09/22	FIRE UNIFORMS	393.89	035772	021953643		P - W CLOTHING EXPENSE	10.50.301.38.5812
178717	09/09/22	FIRE UNIFORMS	34.00	035773	021953698		P - W CLOTHING EXPENSE	10.50.301.38.5812
178717	09/09/22	FIRE UNIFORMS	127.72	035774	021958993		P - W CLOTHING EXPENSE	10.50.301.38.5812
			673.00	*CHECK TOTAL				
		VENDOR TOTAL	673.00					
GREENS FLOORS & MORE INC			000296					
178718	09/09/22	CITY HALL FLOORING	1,000.91	035775	14895		P - W FACILITIES MAINT	10.70.221.14.5572
178718	09/09/22	CITY HALL FLOORING	1,779.38	035776	14896		P - W MAINT-OFFICE EQU	10.90.132.14.5551
			2,780.29	*CHECK TOTAL				
		VENDOR TOTAL	2,780.29					
HAPPY TIMES T SHIRT COMP			007080					
178719	09/09/22	POL T SHIRTS	253.50	035777	52288		P N W CLOTHING EXPENSE	10.40.500.38.5812
HILL/DAVID			000528					
178720	09/09/22	CCTR SWIM INSTR	36.00	035778	9/3-9/4		P N W PRIVATE SWIMMING	65.60.417.08.8125
178720	09/09/22	CCTR SWIM INSTR	52.00	035778	9/3-9/4		P N W SEMI-PRIVATE SWI	65.60.417.08.8123
			88.00	*CHECK TOTAL				
		VENDOR TOTAL	88.00					
IDEKER INC			005268					
178721	09/09/22	ST ASPHALT	317.63	035779	20671		P - W ASPHALT-STREET R	50.75.607.14.5621
178721	09/09/22	ST ASPHALT	1,695.65	035780	20682		P - W ASPHALT-STREET R	50.75.607.14.5621
178721	09/09/22	ST ASPHALT	434.50	035781	20694		P - W ASPHALT-STREET R	50.75.607.14.5621
			2,447.78	*CHECK TOTAL				
		VENDOR TOTAL	2,447.78					

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
JCI INDUSTRIES INC		006471						
178722	09/09/22	WWT TROUBLESHOOT CALL	480.00	035782	8237119		P - W WWTR PLANT MAINT	92.70.902.14.5534
178722	09/09/22	WWT RAS PUMP #1	1,948.00	035783	8237683		P - W WWTR PLANT MAINT	92.70.902.14.5534
			2,428.00		*CHECK TOTAL			
		VENDOR TOTAL	2,428.00					
JOEL REINOEHL MARKETING		000012						
178723	09/09/22	SPONSORSHIP-KAREN BOTTS	300.00	035822	KB002		P N W MISCELLANEOUS FE	61.60.458.08.5399
178723	09/09/22	SPONSORSHIP-HEATHER WAGE	317.63	035823	HW007		P N W MISCELLANEOUS FE	61.60.458.08.5399
178723	09/09/22	SPONSORSHIP-HEATHER WAGE	155.92	035823	HW007		P N W SPONSORSHIPS	65.60.491.08.5398
178723	09/09/22	SPONSORSHIP-HEATHER WAGE	103.95	035823	HW007		P N W CONTRACT LABOR	60.60.415.08.5397
			877.50		*CHECK TOTAL			
		VENDOR TOTAL	877.50					
K C MO WATER SERVICES		003552						
178724	09/09/22	WWT SERVICES	516.74	035785	527657-320655		P - W SEWAGE TREATMENT	92.70.902.08.5394
K C WINWATER WORKS CO		002767						
178725	09/09/22	WTR INVENTORY	1,820.00	035786	299013 02		P - W INVENTORY-MATERI	90.1700
178725	09/09/22	WTR INVENTORY	1,100.00	035787	299272 02		P - W INVENTORY-MATERI	90.1700
178725	09/09/22	WTR INVENTORY	2,466.00	035788	299590 01		P - W INVENTORY-MATERI	90.1700
178725	09/09/22	WWT INVENTORY	137.00	035789	299620 01		P - W INVENTORY-MATERI	92.1700
178725	09/09/22	WWT SUPPLIES-GALLATIN	3,618.20	035790	299465 01		P - W CONST CNTRCT-LIT	96.70.901.36.7510
178725	09/09/22	WWT SUPPLIES-GALLATIN	585.00	035791	299465 02		P - W CONST CNTRCT-LIT	96.70.901.36.7510
			9,726.20		*CHECK TOTAL			
		VENDOR TOTAL	9,726.20					
KC CONCRETE CONSTRUCTION		003206						
178726	09/09/22	CCTR CONCRETE	7,940.00	035784	782		P - W BUILDING MAINTEN	65.60.491.14.5571
KITCHS LAWN CARE & LANDSC		006136						
178727	09/09/22	CEMETERY MOWING	2,100.00	035809	152022	220095	P - W MOWING CONTRACT	73.70.226.14.5577
KONICA MINOLTA BUSINESS		005910						
178728	09/09/22	COPIER LEASE	279.66	035792	480793157		P - W MAINT-OFFICE EQU	65.60.491.14.5551
178728	09/09/22	COPIER LEASE	279.66	035792	480793157		P - W OFFICE EQUIPMENT	10.60.483.14.5551
			559.32		*CHECK TOTAL			
		VENDOR TOTAL	559.32					
LEINTZ LAWN & CONSTRUCTI		000566						
178729	09/09/22	CEM OPEN/CLOSING	200.00	035810	1728		P N W CONTRACT LABOR	73.70.226.08.5397
178729	09/09/22	CEM OPEN/CLOSING	850.00	035811	1755		P N W CONTRACT LABOR	73.70.226.08.5397
			1,050.00		*CHECK TOTAL			
		VENDOR TOTAL	1,050.00					
LIBERTY SOLAR, LLC		006703						
178730	09/09/22	SOLAR SERVICES	2,881.96	035793	38		P N W ELECTRIC	61.60.458.12.5401
178730	09/09/22	SOLAR SERVICES	7,335.33	035793	38		P N W ELECTRIC	90.70.802.12.5401
178730	09/09/22	SOLAR SERVICES	819.71	035793	38		P N W ELECTRIC	92.70.902.12.5401
			11,037.00		*CHECK TOTAL			
		VENDOR TOTAL	11,037.00					

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
LIBERTY SPORTS OFFICIALS 009209									
178731	09/09/22	2022 OFFICIATING SERVICE	3,150.00	035812	FALL VB-2	220006	P - W	CONTRACT LABOR	61.60.458.08.5397
178731	09/09/22	2022 OFFICIATING SERVICE	1,265.00	035813	FALL 5 VB22	220006	P - W	CONTRACT LABOR	61.60.458.08.5397
178731	09/09/22	2022 OFFICIATING SERVICE	11,168.00	035814	FALL 6 FB22	220006	P - W	CONTRACT LABOR	61.60.458.08.5397
178731	09/09/22	2022 OFFICIATING SERVICE	5,313.00	035845	FALL 7 SB22	220006	P - W	CONTRACT LABOR	61.60.458.08.5397
			20,896.00	*CHECK TOTAL					
VENDOR TOTAL			20,896.00						
LONG/DON EDWARD 005227									
178732	09/09/22	HOLIDAY SANTA	250.00	035794	120322		P N W	HOMETOWN HOLIDAY	67.20.061.38.5809
MARTIN/JAMES 000565									
178733	09/09/22	POL BOOT REIMB	200.00	035795	21516001		P - W	CLOTHING EXPENSE	10.40.500.38.5812
MC JANITORIAL LLC 003416									
178734	09/09/22	JANITORIAL SERVICES	138.66	035796	11543		P - W	BUILDING MAINTEN	90.70.801.14.5571
178734	09/09/22	JANITORIAL SERVICES	138.67	035796	11543		P - W	BUILDING MAINTEN	92.70.902.14.5571
178734	09/09/22	JANITORIAL SERVICES	138.67	035796	11543		P - W	MISCELLANEOUS FE	92.70.901.08.5399
			416.00	*CHECK TOTAL					
VENDOR TOTAL			416.00						
MCNEILEPAPPAS PC 000445									
178735	09/09/22	PAYROLL DEDUCTION	140.00	035797	04CV234682		P - W	GARNISHMENT PAYA	90.2187
178735	09/09/22	PAYROLL DEDUCTION	140.00	035797	04CV234682		P - W	GARNISHMENT PAYA	92.2187
			280.00	*CHECK TOTAL					
VENDOR TOTAL			280.00						
MEALS ON WHEELS 003134									
178736	09/09/22	AGING SUBSIDIZED MEALS	2,871.00	035798	#2		P - W	MEALS ON WHEELS	10.60.481.04.5064
MISSISSIPPI LIME CO INC 005761									
178737	09/09/22	WTR LIME DRINKING WATER	6,998.51	035815	1629902	220015	P - W	CHEMICALS	90.70.802.04.5010
MO ONE CALL SYSTEM INC 004393									
178738	09/09/22	UTIL LOCATES	380.63	035799	2080215		P - W	MISSOURI ONE CAL	90.70.801.08.5305
178738	09/09/22	UTIL LOCATES	380.62	035799	2080215		P - W	MISSOURI ONE CAL	92.70.901.08.5305
			761.25	*CHECK TOTAL					
VENDOR TOTAL			761.25						
MO POLICE CHEIFS CHARITA 005169									
178739	09/09/22	POL LEGAL DEFENSE REG	500.00	035800	4016		P - W	REGISTRATION FEE	10.40.500.06.5251
MO VOCATIONAL ENTERPRISE 006175									
178740	09/09/22	WTR #128 PLATES	26.38	035803	651276 RI		P - W	VEHICLE MAINTENA	90.70.801.14.5541
MOAZ CONSTRUCTION INC 006100									
178741	09/09/22	WTR CONCRETE	2,004.30	035801	83		P - W	MAINS & LINES MA	90.70.801.14.5532
MOMAR, INC. 000458									
178742	09/09/22	WTR BUG SPRAY	116.77	035802	PSI462473		P - W	GENERAL SUPPLIES	90.70.801.04.5001
178742	09/09/22	WWT BUG SPRAY	116.77	035802	PSI462473		P - W	GENERAL SUPPLIES	92.70.901.04.5001

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK# DATE		DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
MOMAR, INC.				000458							
					233.54	*CHECK TOTAL					
				VENDOR TOTAL	233.54						
MSEC FINANCIAL SERVICES				006167							
		178743 09/09/22		PKS POSTAGE MTR LEASE	153.00	035816	32370882		P - W	OFFICE EQUIPMENT	60.60.415.14.5551
NATIONAL PEN CO LLC				004962							
		178744 09/09/22		FIRE PENS-700	532.90	035804	112787479		P - W	GENERAL SUPPLIES	10.50.300.04.5001
NORTHLAND READY-MIX INC				000357							
		178745 09/09/22		CONCRETE-VALVE PROJ	673.75	035805	181670		P - W	CONSTRUCTION CON	94.70.802.36.7510
NPG NEWSPAPERS INC				000221							
		178746 09/09/22		MONTAGE TIF PLAN NOTICE	153.00	035817	6721054		P - W	OTHER MISC FEES	56.20.001.08.5365
OUTDOOR RESTROOMS LLC				003763							
		178747 09/09/22		PKS PORT A POTS	225.00	035818	608143		P - W	RENTAL	60.60.420.18.5611
PETTY CASH/CITY OF LIBER				000204							
		178748 09/09/22		FIRE DETAIL REIMB	90.60	035819	PETTY CASH		P - W	DETAIL ALLOWANCE	10.50.301.02.4115
		178748 09/09/22		FIRE TRAINING REIMB	35.00	035819	PETTY CASH		P - W	TRAINING COSTS	10.50.315.06.5259
		178748 09/09/22		FIRE TRAINING REIMB	34.99	035819	PETTY CASH		P - W	TRAINING COSTS	10.50.315.06.5259
		178748 09/09/22		FIRE PLYMOVENT REG	4.33	035819	PETTY CASH		P - W	MINOR EQUIPMENT	10.50.301.18.5601
		178748 09/09/22		FIRE UNIFORM SHOES	64.62	035819	PETTY CASH		P - W	CLOTHING EXPENSE	10.50.301.38.5812
		178748 09/09/22		FIRE STATION MAINT	66.97	035819	PETTY CASH		P - W	STATION SUPPLIES	10.50.301.04.5020
					296.51	*CHECK TOTAL					
				VENDOR TOTAL	296.51						
PRINTING UNLIMITED				004763							
		178749 09/09/22		UTIL BILL INSERT	1,311.20	035820	67988		P - W	PRINTING	10.20.031.04.5120
RBE LAWN CARE LLC				006213							
		178750 09/09/22		PWK FORCED MOWS	1,475.00	035821	6145		P N W	CONTRACT LABOR	10.70.225.08.5397
REJIS COMMISSION				006030							
		178751 09/09/22		MOBILE TICKET INTERFACE	88.00	035824	490438		P - W	MISCELLANEOUS FE	10.20.131.08.5399
		178751 09/09/22		POL SUBSCRIPTION	886.77	035825	490568		P - W	REGIONAL ALERT S	10.40.512.08.5393
					974.77	*CHECK TOTAL					
				VENDOR TOTAL	974.77						
REPUBLIC SERVICES #468				008397							
		178752 09/09/22		SOLID WASTE COLLECTION	122,880.28	035826	3-0468-0011069		P - W	NEIGHBORHOOD COL	98.70.227.08.5381
		178752 09/09/22		RECYCLING COLLECTION	36,931.76	035826	3-0468-0011069		P - W	NEIGHBORHOOD COL	98.70.227.08.5381
		178752 09/09/22		JULY OVERPMT CREDIT	2,606.31CR	035826	3-0468-0011069		P - W	NEIGHBORHOOD COL	98.70.227.08.5381
					157,205.73	*CHECK TOTAL					
				VENDOR TOTAL	157,205.73						
RICOH USA, INC				007683							
		178753 09/09/22		POL COPIER LEASE	153.81	035827	106455175		P - W	COPIER LEASE & U	10.40.512.04.5110

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
SHRED IT				001928							
	178754	09/09/22		SHREDDING SERVICES	114.17	035828	8002188883			P - W MISCELLANEOUS FE	10.40.500.08.5399
	178754	09/09/22		SHREDDING SERVICES	18.10	035828	8002188883			P - W MISCELLANEOUS FE	10.20.131.08.5399
	178754	09/09/22		SHREDDING SERVICES	18.10	035828	8002188883			P - W MISCELLANEOUS FE	10.25.011.08.5399
	178754	09/09/22		SHREDDING SERVICES	25.28	035828	8002188883			P - W MISCELLANEOUS FE	10.20.021.08.5399
	178754	09/09/22		SHREDDING SERVICES	27.58	035828	8002188883			P - W MISCELLANEOUS FE	10.30.130.08.5399
					203.23	*CHECK TOTAL					
				VENDOR TOTAL	203.23						
SPECTRUM BUSINESS				004364							
	178755	09/09/22		POL CABLE SERVICE	100.00	035829	0333316081722			P N W REGIONAL ALERT S	10.40.512.08.5393
STRATHMAN/AMY E				006050							
	178756	09/09/22		CCTR SWIM INSTR	36.00	035830	9/3-9/4			P N W PRIVATE SWIMMING	65.60.417.08.8125
SUDMANN/ASHLEY ELIZABETH				006541							
	178757	09/09/22		CCTR SWIM INSTR	170.00	035831	9/2-9/3			P N W PRIVATE SWIMMING	65.60.417.08.8125
	178757	09/09/22		CCTR SWIM INSTR	23.00	035831	9/2-9/3			P N W SEMI-PRIVATE SWI	65.60.417.08.8123
					193.00	*CHECK TOTAL					
				VENDOR TOTAL	193.00						
SUPERCO SPECIALTY PRODUC				009200							
	178758	09/09/22		ST PAINT SUPPLIES	482.70	035832	PSI462452			P - W GENERAL SUPPLIES	10.70.225.04.5001
SYNERGY SERVICES INC				005964							
	178759	09/09/22		DOMESTIC VIOLENCE FUND	580.00	035833	AUGUST 2022			P - W DOMESTIC VIOLENC	10.2472
TOWN AND COUNTRY BUILDIN				007143							
	178760	09/09/22		CITY HALL JANITORIAL SER	2,380.00	035836	00145963	220001		P - W CONTRACT LABOR	10.70.221.08.5397
TRANSMAP CORPORATION				006475							
	178761	09/09/22		PAVEMENT CONDITION INDEX	5,582.38	035837	2981997	220046		P - W OVERLAY PROGRAM	50.75.604.36.7515
UMB BANK N A				004100							
	1795	09/09/22		SRF 2015 QRTLY PRINC	997,000.00	035754	S/2015			P - H SRF 2015 BOND-CU	92.2541
	1795	09/09/22		SRF 2015 QRTLY INT	209,455.26	035754	S/2015			P - H SRF 2015 INTERES	92.2503
					1,206,455.26	*CHECK TOTAL					
				VENDOR TOTAL	1,206,455.26						
VALVOLINE LLC				005460							
	178762	09/09/22		POL #229 OIL CHANGE	24.99	035839	40193			P - W VEHICLE MAINTENA	10.40.500.14.5541
	178762	09/09/22		POL #208 OIL CHANGE	24.99	035840	39806			P - W VEHICLE MAINTENA	10.40.500.14.5541
	178762	09/09/22		POL #201 OIL CHANGE	24.99	035841	39814			P - W VEHICLE MAINTENA	10.40.500.14.5541
					74.97	*CHECK TOTAL					
				VENDOR TOTAL	74.97						
VON FINTEL/ROSEMARIE				005659							
	178763	09/09/22		CCTR DOG OBEDIENCE INSTR	1,137.50	035842	SUM 2022-2			P N W COMMUNITY PROGRA	65.60.417.08.8602

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
WEX BANK 005626								
178764	09/09/22	FUEL-AUGUST	40,603.98	035843	83474278		P - W INVENTORY-GASOLI	10.1720
WORK ZONE INC/THE 008901								
178765	09/09/22	ST SIGN MATERIALS	282.00	035834	63279		P - W STREET SIGNS	50.75.607.14.5641
178765	09/09/22	ST SIGN MATERIALS	294.00	035835	63326		P - W STREET SIGNS	50.75.607.14.5641
			576.00	*CHECK TOTAL				
		VENDOR TOTAL	576.00					
ZONES INC 004299								
178766	09/09/22	T&L LAPTOPS	3,784.00	035844	K19860500101		P - W CAPITAL EQUIPMEN	10.90.132.36.7201

SEPTEMBER 16TH CHECKS

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK# DATE		DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
AAA TIME CLOCKS				005386						
		178767 09/16/22		CCTR TIMECARDS	63.00	035944	6040		P N W GENERAL SUPPLIES	65.60.491.04.5001
ALTERATIONS & CUSTOM SEW				005482						
		178768 09/16/22		POL UNIFORMS	869.50	035846	2686		P N W CLOTHING EXPENSE	10.40.500.38.5812
		178768 09/16/22		POL UNIFORMS	416.75	035847	2723		P N W CLOTHING EXPENSE	10.40.500.38.5812
		178768 09/16/22		POL UNIFORMS	501.00	035848	2725		P N W CLOTHING EXPENSE	10.40.500.38.5812
		178768 09/16/22		POL UNIFORMS	14.50	035849	64494		P N W CLOTHING EXPENSE	10.40.500.38.5812
		178768 09/16/22		POL UNIFORMS	317.50	035850	2690		P N W CLOTHING EXPENSE	10.40.500.38.5812
					2,119.25	*CHECK TOTAL				
VENDOR TOTAL					2,119.25					
AMERICAN DIGITAL SECURIT				004908						
		178769 09/16/22		PKS ALARM MONITORING	147.00	035851	INV0002662		P - W MISCELLANEOUS EX	61.60.458.38.5989
AMERIGLASS CLEANING INC				006196						
		178770 09/16/22		FIRE WINDOW CLEANING	80.00	035852	177718		P - W BUILDING MAINTEN	10.50.300.14.5571
BACKGROUND INVEST BUREAU				004179						
		178771 09/16/22		PKS BACKGROUND CHECKS	846.60	035853	INV-00073		P - W RECREATION SUPPL	61.60.458.04.5004
BLAKE/AMY				005043						
		178772 09/16/22		HR NATL CONF	219.50	035901	9/27-9/30		P - W TRAINING TRAVEL	10.25.011.06.5210
BOUND TREE MEDICAL LLC				002300						
		178773 09/16/22		FIRE EMS SUPPLIES	32.75	035854	84662410		P - W MEDICAL SUPPLIES	10.50.311.04.5003
BROWN/KAITLYNN				000571						
		178774 09/16/22		FIRE TRAINING REIMB	500.00	035902	7/6/22		P - W TRAINING TRAVEL	75.50.780.06.5210
C&M ENTERPRISES				000499						
		178775 09/16/22		WTP MOWING	2,050.00	035945	4217	220075	P - W CONTRACT LABOR	90.70.802.08.5397
		178775 09/16/22		WWTP MOWING SERVICES	1,590.00	035946	4218	220076	P - W CONTRACT LABOR	92.70.902.08.5397
					3,640.00	*CHECK TOTAL				
VENDOR TOTAL					3,640.00					
CEDARCHEM LLC				005150						
		178776 09/16/22		WWT CHEMICALS	3,476.92	035947	32755	220034	P - W CHEMICALS	92.70.902.04.5010
CENTRAL JACKSON CO FPD				008355						
		178777 09/16/22		FIRE CPR CARDS	800.00	035855	TC22-152		P - W CPR TRAINING SUP	10.50.315.04.5025
		178777 09/16/22		CONTINUING EDUCATION	2,500.00	035948	TC22-145	220047	P - W TRAINING COSTS	10.50.315.06.5259
					3,300.00	*CHECK TOTAL				
VENDOR TOTAL					3,300.00					
CENTRAL POWER SYSTEMS IN				001788						
		178778 09/16/22		FIRE #612 TRANS RPR	4,362.72	035903	R110012502		P - W VEHICLE MAINTENA	10.50.301.14.5541
CHALLENGER SPORTS TEAMWE				006501						
		178779 09/16/22		PKS-YOUTH SOCCER APPAREL	5,912.90	035949	1169610-IN	220022	F N W RECREATION SUPPL	61.60.458.04.5004

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VENDOR NAME AND NUMBER		CHECK# DATE		DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CHALLENGER SPORTS TEAMWE 006501		178779	09/16/22	PKS SOCCER APPAREL	671.50	035950	1169610-IN		P N W	RECREATION SUPPL	61.60.458.04.5004
					6,584.40	*CHECK TOTAL					
VENDOR TOTAL					6,584.40						
CINTAS FIRST AID & SAFET 004991		178780	09/16/22	1ST AID SUPPLIES,STOCK	307.78	035951	5124297518		P - W	MAINTENANCE MATE	10.95.140.04.5009
CINTAS RENTAL SERVICE 000129		178781	09/16/22	FIRE MOPS	55.65	035856	41300031629		P - W	PEST CONTROL/MOP	10.50.300.08.5369
CIVIC PLUS INC 008846		178782	09/16/22	ONLINE MUNICIPAL CODE	950.00	035904	238667		P - W	MISCELLANEOUS FE	10.20.021.08.5399
CLAY COUNTY CIRCUIT COUR 003459		178783	09/16/22	RECIPROCAL BOND	350.00	035857	22CYFTA3715		P - W	RECIPROCAL CASH	10.2441
		178783	09/16/22	RECIPROCAL BOND	600.00	035858	W52792622		P - W	RECIPROCAL CASH	10.2441
		178783	09/16/22	RECIPROCAL BOND	600.00	035859	21-07MWR230		P - W	RECIPROCAL CASH	10.2441
					1,550.00	*CHECK TOTAL					
VENDOR TOTAL					1,550.00						
CONRAD FIRE EQUIPMENT IN 003684		178784	09/16/22	FIRE REPL HOOK	183.28	035905	562711		P - W	MINOR EQUIPMENT	10.50.301.18.5601
CUMMINS SALES AND SERVIC 004424		178785	09/16/22	WTR TOWER GENERATOR SERV	236.65	035860	H9-18104		P - W	MISCELLANEOUS FE	90.70.802.08.5399
CUNNINGHAM, VOGEL & ROST 008654		178786	09/16/22	LEGAL FEES	1,037.50	035861	67221		P N W	LEGAL FEES	10.20.021.08.5311
DELL MARKETING LP 000189		178787	09/16/22	WTR SCADA VSAN NODE	18,008.70	035952	10597389150	220097	F N W	COMPUTER EQUIPME	90.70.803.36.7202
DENALI WATER SOLUTIONS 004182		178788	09/16/22	WWT BIOSOLIDS DISPOSAL	11,919.74	035953	INV344195	220050	P N W	FEES-BIOSOLID DI	92.70.902.08.5370
		178788	09/16/22	WTR TREATMENT SOLIDS	500,000.00	035954	INV343610	220050	P N W	FEES-LIME SLUDGE	90.70.802.08.5370
					511,919.74	*CHECK TOTAL					
VENDOR TOTAL					511,919.74						
DREXEL TECHNOLOGIES 002272		178789	09/16/22	T&L KIP MAINT	42.90	035862	INV85989		P - W	MAINT-OFFICE EQU	10.90.132.14.5551
EDWARDS CHEMICALS 006547		178790	09/16/22	CCTR POOL CHEMICALS	1,404.78	035863	IN91079		P - W	CHEMICALS	65.60.491.04.5010
EXCELSIOR SPRINGS HOSPIT 005838		178791	09/16/22	FIRE EMS SUPPLIES	105.69	035906	4601		P - W	MEDICAL SUPPLIES	10.50.311.04.5003
FRICK/RUSSELL 005694		178835	09/16/22	DIRT	500.00	035864	752186		P N W	MAINS & LINES MA	90.70.801.14.5532
		178835	09/16/22	DIRT	500.00	035864	752186		P N W	MAINS & LINES MA	92.70.901.14.5532

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VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
FRICK/RUSSELL 005694								
			1,000.00		*CHECK TOTAL			
		VENDOR TOTAL	1,000.00					
GALL'S INC 005394								
178792	09/16/22	FIRE UNIFORMS	96.19	035865	021998084		P - W CLOTHING EXPENSE	10.50.301.38.5812
178792	09/16/22	FIRE UNIFORMS	89.47	035866	021998144		P - W CLOTHING EXPENSE	10.50.301.38.5812
178792	09/16/22	FIRE UNIFORMS	286.55	035867	021998304		P - W CLOTHING EXPENSE	10.50.301.38.5812
178792	09/16/22	FIRE UNIFORMS	78.67	035868	021998525		P - W CLOTHING EXPENSE	10.50.301.38.5812
178792	09/16/22	FIRE UNIFORMS	30.09	035869	022024914		P - W CLOTHING EXPENSE	10.50.301.38.5812
178792	09/16/22	FIRE CREDIT	156.40	CR 035870	022027768		P - W CLOTHING EXPENSE	10.50.301.38.5812
178792	09/16/22	FIRE UNIFORMS	133.53	035871	022036145		P - W CLOTHING EXPENSE	10.50.301.38.5812
178792	09/16/22	FIRE UNIFORMS	267.06	035872	022036152		P - W CLOTHING EXPENSE	10.50.301.38.5812
			825.16		*CHECK TOTAL			
		VENDOR TOTAL	825.16					
GARDNER/LORI .11921								
160067	09/14/22	VOIDED CHECK	88.00	CR 035895	719636		P - H REFUNDS PAYABLE	61.2265
178793	09/16/22	PKS REFUND ENROLLMENT	88.00	035873	719636		P - W REFUNDS PAYABLE	61.2265
		VENDOR TOTAL	0.00					
GARY CROSSLEY FORD INC 000120								
178794	09/16/22	FIRE #601 PREV MAINT	128.64	035874	325881		P - W VEHICLE MAINTENA	10.50.301.14.5541
GOPHER 000569								
178795	09/16/22	PKS VOLLEYBALL CADDY	468.16	035907	IN213438		P - W RECREATION SUPPL	61.60.458.04.5004
HALL TURF, INC. 000568								
178796	09/16/22	CCTR FITNESS TURF	6,840.00	035955	2400		P - W BUILDING MAINTEN	65.60.491.14.5571
178796	09/16/22	CCTR FITNESS TURF	3,485.00	035956	2399		P - W BUILDING MAINTEN	65.60.491.14.5571
			10,325.00		*CHECK TOTAL			
		VENDOR TOTAL	10,325.00					
HAYNES EQUIPMENT CO INC 005908								
178797	09/16/22	WWT SENSOR	3,766.45	035908	27644H		P - W WWTR PLANT MAINT	92.70.902.14.5534
HEDGE CORTH/MELINDA .14112								
178798	09/16/22	PKS REFUND MEMBERSHIP	131.68	035957	1663992		P - W REFUNDS PAYABLE	61.2265
HELGET GAS PRODUCTS 006305								
178799	09/16/22	FIRE OXYGEN	26.64	035875	01916823		P - W CHEMICALS	10.50.311.04.5010
HIGH PLAINS TECHNOLOGY I 006258								
178800	09/16/22	T&L PRINTERLOGIC RENEWAL	1,618.00	035909	50497		P - W SOFTWARE MAINTEN	10.90.132.14.5591
178800	09/16/22	T&L PRINTERLOGIC RENEWAL	809.00	035909	50497		P - W OTHER PREPAYMENT	10.1810
			2,427.00		*CHECK TOTAL			
		VENDOR TOTAL	2,427.00					

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VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
HOOVER/DEBORAH				.14110							
		178801	09/16/22	PKS REFUND MEMBERSHIP	206.25	035876	1662663			P - W REFUNDS PAYABLE	61.2265
JCI INDUSTRIES INC				006471							
		178802	09/16/22	WWT RAS PUMP	14,315.00	035958	8238257			P - W WWTR PLANT MAINT	92.70.902.14.5534
		178802	09/16/22	WWT SERVICE CALL	810.00	035959	8238206			P - W WWTR PLANT MAINT	92.70.902.14.5534
				VENDOR TOTAL	15,125.00		*CHECK TOTAL				
JOAN OF ART, LLC				000567							
		178803	09/16/22	SCULPTURE PROGRAM	2,000.00	035877	90622			P N W OTHER FEES-ARTS	67.20.061.08.5389
JOEL REINOEHL MARKETING				000012							
		178804	09/16/22	SPONSORSHIP-HIDDEN VALLE	317.62	035928	HV006			P N W MISCELLANEOUS FE	61.60.458.08.5399
		178804	09/16/22	SPONSORSHIP-HIDDEN VALLE	155.93	035928	HV006			P N W SPONSORSHIPS	65.60.491.08.5398
		178804	09/16/22	SPONSORSHIP-HIDDEN VALLE	103.95	035928	HV006			P N W CONTRACT LABOR	60.60.415.08.5397
				VENDOR TOTAL	577.50		*CHECK TOTAL				
K C WINWATER WORKS CO				002767							
		178805	09/16/22	WTR INVENTORY	2,501.00	035910	299807 01			P - W INVENTORY-MATERI	90.1700
		178805	09/16/22	WTR SUPPLIES	932.00	035911	299720 01			P - W MAINS & LINES MA	90.70.801.14.5532
				VENDOR TOTAL	3,433.00		*CHECK TOTAL				
KELLOGG/MATTHEW				008968							
		178806	09/16/22	POL FBINAA CONF	167.50	035912	9/26-9/30			P - W REGISTRATION FEE	10.40.500.06.5251
KEY EQUIPMENT & SUPPLY C				007275							
		178807	09/16/22	WWT EQUIP MAINT	1,049.86	035913	KC205280			P - W MISC EQUIPMENT M	92.70.901.14.5559
		178807	09/16/22	WWT EQUIP MAINT	1,058.49	035914	KC205305			P - W MISC EQUIPMENT M	92.70.901.14.5559
		178807	09/16/22	WWT EQUIP MAINT	215.35	035915	KC205349			P - W MISC EQUIPMENT M	92.70.901.14.5559
				VENDOR TOTAL	2,323.70		*CHECK TOTAL				
KOHL WHOLESALE INC				000713							
		178808	09/16/22	PKS- CONCESSIONS	2,423.91	035960	454573	220026		P - W CONCESSION	61.60.458.04.5007
L&M ELECTRIC				.13500							
		178809	09/16/22	REFUND BLDG PERMIT FEE	33.00	035878	BLD-22-0162			P - W ELECTRICAL INSP	10.40.3224
LEONARD/HAROLD & NINA				.12288							
		163222	09/14/22	VOIDED CHECK	150.00	035896	1205 SCOTT DR			P - H WATER REFUNDS	90.2495
		178810	09/16/22	REFUND DEPOSIT	150.00	035879	1205 SCOTT DR			P - W WATER REFUNDS	90.2495
				VENDOR TOTAL	0.00						
LIBERTY AGGREGATES LLC				004693							
		178811	09/16/22	PKS ROCK-PLACE LIBERTE	157.13	035916	19027			P - W NEIGHBORHOOD PAR	11.60.415.36.7307

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VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
LIBERTY AGGREGATES LLC 004693								
178811	09/16/22	ROCK-SWR PROJECT	519.94		035917 19028		P - W CONST CNTRCT-LIT	96.70.901.36.7510
178811	09/16/22	ROCK	807.50		035917 19028		P - W MAINS & LINES MA	90.70.801.14.5532
178811	09/16/22	ROCK	807.50		035917 19028		P - W MAINS & LINES MA	92.70.901.14.5532
178811	09/16/22	ROCK-SWR PROJECT	248.10		035918 19122		P - W CONST CNTRCT-LIT	96.70.901.36.7510
			2,540.17		*CHECK TOTAL			
		VENDOR TOTAL	2,540.17					
LIBERTY MUNICIPAL DIVISI .13758								
178812	09/16/22	GLOBAL BANK FEES	24.00	CR	035880 GLOBALBANKFEES		P - W COURT COSTS	10.60.3350
178812	09/16/22	GLOBAL BANK FEES	0.47	CR	035880 GLOBALBANKFEES		P - W COURT REBATE-CVF	10.40.3203
178812	09/16/22	GLOBAL BANK FEES	1.00	CR	035880 GLOBALBANKFEES		P - W ARREST COSTS REC	69.60.3355
178812	09/16/22	GLOBAL BANK FEES	4.00	CR	035880 GLOBALBANKFEES		P - W DOMESTIC VIOLENC	10.2472
178812	09/16/22	GLOBAL BANK FEES	25.50	CR	035880 GLOBALBANKFEES		P - W COURT FINES	10.60.3351
178812	09/16/22	GLOBAL BANK FEES	2.00	CR	035880 GLOBALBANKFEES		P - W INMATE MAINTENAN	71.60.3357
178812	09/16/22	GLOBAL BANK FEES	92.20		035880 GLOBALBANKFEES		P - W FINANCIAL SERVIC	10.20.131.08.5346
			35.23		*CHECK TOTAL			
		VENDOR TOTAL	35.23					
LINEAGE MAILING SERVICES 000391								
178813	09/16/22	UTIL BILL PROCESSING	25.69		035881 197695		P N W OUTSIDE PRINTING	90.30.133.04.5120
178813	09/16/22	UTIL BILL PROCESSING	25.69		035881 197695		P N W OUTSIDE PRINTING	92.30.134.04.5120
178813	09/16/22	UTIL BILL POSTAGE	136.74		035881 197695		P N W POSTAGE	90.30.133.38.5808
178813	09/16/22	UTIL BILL POSTAGE	136.73		035881 197695		P N W POSTAGE	92.30.134.38.5808
178813	09/16/22	UTIL BILL PROCESSING	283.42		035882 197693		P N W OUTSIDE PRINTING	90.30.133.04.5120
178813	09/16/22	UTIL BILL PROCESSING	283.41		035882 197693		P N W OUTSIDE PRINTING	92.30.134.04.5120
178813	09/16/22	UTIL BILL POSTAGE	1,020.48		035882 197693		P N W POSTAGE	90.30.133.38.5808
178813	09/16/22	UTIL BILL POSTAGE	1,020.47		035882 197693		P N W POSTAGE	92.30.134.38.5808
178813	09/16/22	UTIL BILL PROCESSING	30.29		035883 197696		P N W OUTSIDE PRINTING	90.30.133.04.5120
178813	09/16/22	UTIL BILL PROCESSING	30.29		035883 197696		P N W OUTSIDE PRINTING	92.30.134.04.5120
178813	09/16/22	UTIL BILL POSTAGE	161.20		035883 197696		P N W POSTAGE	90.30.133.38.5808
178813	09/16/22	UTIL BILL POSTAGE	161.19		035883 197696		P N W POSTAGE	92.30.134.38.5808
178813	09/16/22	UTIL BILL PROCESSING	255.53		035884 197694		P N W OUTSIDE PRINTING	90.30.133.04.5120
178813	09/16/22	UTIL BILL PROCESSING	255.52		035884 197694		P N W OUTSIDE PRINTING	92.30.134.04.5120
178813	09/16/22	UTIL BILL POSTAGE	920.05		035884 197694		P N W POSTAGE	90.30.133.38.5808
178813	09/16/22	UTIL BILL POSTAGE	920.05		035884 197694		P N W POSTAGE	92.30.134.38.5808
178813	09/16/22	UTIL BILL ENV PRINTING	252.91		035885 198236		P N W OUTSIDE PRINTING	90.30.133.04.5120
178813	09/16/22	UTIL BILL ENV PRINTING	252.90		035885 198236		P N W OUTSIDE PRINTING	92.30.134.04.5120
			6,172.56		*CHECK TOTAL			
		VENDOR TOTAL	6,172.56					
MCILVAIN/CAITLYN .12351								
163690	09/14/22	VOIDED CHECK	55.22	CR	035898 140 0820 00 17		P - H ACCOUNTS PAYABLE	90.2491
178814	09/16/22	WTR REFUND OVERPMT	55.22		035886 140 0820 00 17		P - W ACCOUNTS PAYABLE	90.2491
		VENDOR TOTAL	0.00					
MCLOON/LISA .12265								
162865	09/14/22	VOIDED CHECK	385.00	CR	035897 876047		P - H REFUNDS PAYABLE	65.2265

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VENDOR NAME AND NUMBER		CHECK# DATE		DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
MCLOON/LISA				.12265						
		178815 09/16/22		CCTR REFUND RESERVATION	385.00	035887	876047		P - W REFUNDS PAYABLE	65.2265
				VENDOR TOTAL	0.00					
MIDWAY FORD TRUCK CENTER				000582						
		178816 09/16/22		AGING #323 STEP	198.63	035919	R100381788		P - W VEHICLE MAINTENA	10.60.482.14.5541
MIDWEST DIESEL PERFORMAN				000533						
		178817 09/16/22		WWT #185 MAINT	4,607.89	035920	1131		P - W VEHICLE MAINTENA	92.70.901.14.5541
MIDWEST OFFICE TECHNOLOG				008612						
		178818 09/16/22		COPIER USAGE	66.81	035888	INST328857		P - W COPIER LEASE & U	10.80.151.04.5110
		178818 09/16/22		COPIER USAGE	66.80	035888	INST328857		P - W COPIER LEASE & U	10.70.201.04.5110
					133.61	*CHECK TOTAL				
				VENDOR TOTAL	133.61					
MISSISSIPPI LIME CO INC				005761						
		178819 09/16/22		WTR LIME DRINKING WATER	7,625.11	035961	1631093	220015	P - W CHEMICALS	90.70.802.04.5010
MOMAR, INC.				000458						
		178820 09/16/22		WTR GEL AEROSOL	120.36	035889	PSI462711		P - W GENERAL SUPPLIES	90.70.801.04.5001
		178820 09/16/22		WWT GEL AEROSOL	120.36	035889	PSI462711		P - W GENERAL SUPPLIES	92.70.901.04.5001
					240.72	*CHECK TOTAL				
				VENDOR TOTAL	240.72					
NPG NEWSPAPERS INC				000221						
		178821 09/16/22		LEGAL NOTICE	42.42	035890	6722910		P - W LEGAL ADS	10.80.151.08.5379
		178821 09/16/22		FIN NOTICE-PROP TAX HEAR	106.80	035962	6723422		P - W ADVERTISING	10.30.130.08.5371
					149.22	*CHECK TOTAL				
				VENDOR TOTAL	149.22					
OMEGA DOOR CO INC				007923						
		178822 09/16/22		FIRE #2 DOOR RPR	412.16	035891	42908		P - W BUILDING MAINTEN	10.50.300.14.5571
PACE ANALYTICAL SERVICES				005664						
		178823 09/16/22		WTR LAB SERVICES	742.82	035892	2260166054		P - W WATER PLANT MAIN	90.70.802.14.5534
		178823 09/16/22		WTR LEE CHEMICAL TESTING	2,057.97	035963	2260166172	220071	P - W LAB FEES	90.70.802.08.5365
					2,800.79	*CHECK TOTAL				
				VENDOR TOTAL	2,800.79					
PATEL/MONICA				.14108						
		178824 09/16/22		REFUND ENROLLMENT	189.00	035893	1662538		P - W REFUNDS PAYABLE	61.2265
PATTON/AMBER				.14109						
		178825 09/16/22		PKS REFUND ENROLLMENT	102.00	035894	1662677		P - W REFUNDS PAYABLE	61.2265
PETTY CASH/CITY OF LIBER				000204						
		178826 09/16/22		CEM DEEDS	96.00	035965	PETTY CASH		P - W PREPAYMENT-RECOR	73.2410
		178826 09/16/22		CEM DEEDS	48.00	035965	PETTY CASH		P - W PREPAYMENT-RECOR	73.2410
		178826 09/16/22		EMP INCENTIVE PRIZE	8.99	035965	PETTY CASH		P - W MISCELLANEOUS EX	10.20.001.38.5989
		178826 09/16/22		NOTARY RENEWAL	10.00	035965	PETTY CASH		P - W MISCELLANEOUS EX	10.20.001.38.5989

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CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
PETTY CASH/CITY OF LIBER 000204								
178826	09/16/22	3CMA CONF	90.46	035965	PETTY CASH		P - W GENERAL SUPPLIES	10.20.051.04.5001
178826	09/16/22	ACTL OPEN HOUSE SUPPLIES	23.77	035965	PETTY CASH		P - W GENERAL SUPPLIES	10.20.051.04.5001
178826	09/16/22	MMACJA CONF	88.50	035965	PETTY CASH		P - W TRAINING TRAVEL	10.20.121.06.5210
178826	09/16/22	MMACJA CONF	109.18	035965	PETTY CASH		P - W TRAINING TRAVEL	10.20.121.06.5210
178826	09/16/22	MMACJA CONF	119.50	035965	PETTY CASH		P - W TRAINING TRAVEL	10.20.121.06.5210
178826	09/16/22	MMACJA CONF	119.50	035965	PETTY CASH		P - W TRAINING TRAVEL	10.20.121.06.5210
178826	09/16/22	MPR BOARD MEETING	35.38	035965	PETTY CASH		P - W TRAINING TRAVEL	10.20.131.06.5210
178826	09/16/22	POL TRAINING PER DIEM	147.50	035965	PETTY CASH		P - W TRAINING TRAVEL	10.40.500.06.5210
178826	09/16/22	POL FBINAA CONF	134.50	035965	PETTY CASH		P - W REGISTRATION FEE	10.40.500.06.5251
178826	09/16/22	T&L DELL CONF	65.57	035965	PETTY CASH		P - W TRAINING TRAVEL	10.90.132.06.5210
178826	09/16/22	POL SUPPLIES	109.35	035965	PETTY CASH		P - W MISCELLANEOUS EX	10.95.140.38.5989
178826	09/16/22	POL MCSA LUNCHEON	16.00	035965	PETTY CASH		P - W MEETING EXPENSE	10.40.500.38.5803
178826	09/16/22	POL ENGRAVING	10.99	035965	PETTY CASH		P - W GENERAL SUPPLIES	10.40.500.04.5001
178826	09/16/22	POL RANGE FEE	25.00	035965	PETTY CASH		P - W REGISTRATION FEE	10.40.500.06.5251
178826	09/16/22	POL NOTARY FEE	10.00	035965	PETTY CASH		P - W MISCELLANEOUS FE	10.40.500.08.5399
178826	09/16/22	POL MCSA LUNCHEON	16.00	035965	PETTY CASH		P - W MEETING EXPENSE	10.40.500.38.5803
178826	09/16/22	POL NOIST MEETING	114.69	035965	PETTY CASH		P - W MEETING EXPENSE	10.40.500.38.5803
			1,398.88	*CHECK TOTAL				
		VENDOR TOTAL	1,398.88					
PRIDE CLEANERS 000186								
178827	09/16/22	FIRE UNIFORM CLEANING	59.40	035921	357362-083122		P - W CLOTHING EXPENSE	10.50.301.38.5812
178827	09/16/22	POL UNIFORM CLEANING	562.01	035922	360893-083122		P - W CLOTHING EXPENSE	10.40.500.38.5812
178827	09/16/22	POL JAIL LAUNDRY	204.50	035922	360893-083122		P - W CLOTHING EXPENSE	10.40.500.38.5812
			825.91	*CHECK TOTAL				
		VENDOR TOTAL	825.91					
PRINTING UNLIMITED 004763								
178828	09/16/22	POL CHIEF SIGN STAMP	63.00	035923	67975		P - W OUTSIDE PRINTING	10.40.500.04.5120
PROFESSIONAL PEST SOLUTI 006333								
178829	09/16/22	FIRE PEST CONTROL	30.00	035924	11367		P - W PEST CONTROL/MOP	10.50.300.08.5369
178829	09/16/22	FIRE PEST CONTROL	30.00	035925	11368		P - W PEST CONTROL/MOP	10.50.300.08.5369
178829	09/16/22	FIRE PEST CONTROL	30.00	035926	11369		P - W PEST CONTROL/MOP	10.50.300.08.5369
			90.00	*CHECK TOTAL				
		VENDOR TOTAL	90.00					
PUBLIC WATER DIST #5 002759								
178830	09/16/22	WTR SERVICE	237.10	035927	0215		P - W WATER PURCHASES-	90.70.802.08.5390
REPUBLIC SERVICES #468 008397								
178831	09/16/22	DUMPSTER SERVICE	2,835.61	035929	0468-003854835		P - W MISCELLANEOUS FE	92.70.902.08.5399
178831	09/16/22	DUMPSTER SERVICE	258.95	035929	0468-003854835		P - W CONTRACT LABOR	90.70.801.08.5397
178831	09/16/22	DUMPSTER SERVICE	258.95	035929	0468-003854835		P - W CONTRACT LABOR	92.70.901.08.5397
178831	09/16/22	DUMPSTER SERVICE	435.57	035930	0468-003855004		P - W MISCELLANEOUS FE	92.70.902.08.5399
178831	09/16/22	DUMPSTER SERVICE	435.57	035930	0468-003855004		P - W CONTRACT LABOR	90.70.801.08.5397
178831	09/16/22	DUMPSTER SERVICE	435.58	035930	0468-003855004		P - W CONTRACT LABOR	92.70.901.08.5397
			4,660.23	*CHECK TOTAL				
		VENDOR TOTAL	4,660.23					

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
RICOH USA, INC 000314		178832	09/16/22	FIN COPIER USAGE	292.15	035964	5065456619		P - W	COPIER LEASE & U	10.30.130.04.5110
RICOH USA, INC 007683		178833	09/16/22	FIRE COPIER LEASE	137.89	035931	106476020		P - W	COPIER LEASE & U	10.50.300.04.5110
		178833	09/16/22	FIRE COPIER LEASE	137.89	035932	106385453		P - W	COPIER LEASE & U	10.50.300.04.5110
				VENDOR TOTAL	275.78	*CHECK TOTAL					
					275.78						
ROSS/TARA .12276		163139	09/14/22	VOIDED CHECK	79.09	CR	035899 101 1630 00 07		P - H	WATER REFUNDS	90.2495
		178834	09/16/22	WTR REFUND OVERPMT	79.09	035933	101 1630 00 07		P - W	WATER REFUNDS	90.2495
				VENDOR TOTAL	0.00						
SAMS CLUB DISCOVER-GEGRS 003621		1796	09/14/22	COURT SUPPLIES	41.98	035900	AUGUST		P - H	GENERAL SUPPLIES	10.20.131.04.5001
		1796	09/14/22	FIN SUPPLIES	7.24	035900	AUGUST		P - H	GENERAL SUPPLIES	10.30.130.04.5001
		1796	09/14/22	POL SUPPLIES	69.08	035900	AUGUST		P - H	GENERAL SUPPLIES	10.40.500.04.5001
		1796	09/14/22	POL SUPPLIES	189.88	035900	AUGUST		P - H	MINOR EQUIPMENT	10.40.500.18.5601
		1796	09/14/22	FIRE SUPPLIES	764.36	035900	AUGUST		P - H	STATION SUPPLIES	10.50.301.04.5020
		1796	09/14/22	WTR SUPPLIES	7.24	035900	AUGUST		P - H	GENERAL SUPPLIES	90.30.133.04.5001
				VENDOR TOTAL	1,079.78	*CHECK TOTAL					
					1,079.78						
SIEMENS INDUSTRY INC 005996		178836	09/16/22	CCTR EXTINGUISHER MAINT	1,900.00	035966	5330527400		P - W	BUILDING MAINTEN	65.60.491.14.5571
SITE ONE LANDSCAPE SUPPL 003068		178837	09/16/22	PKS FIELD PAINT	519.21	035934	123094932-001		P - W	GROUNDS/LANDSCAP	61.60.458.14.5575
		178837	09/16/22	PKS FIELD PAINT	1,560.00	035935	123201918-001		P - W	GROUNDS/LANDSCAP	61.60.458.14.5575
				VENDOR TOTAL	2,079.21	*CHECK TOTAL					
					2,079.21						
SMITHVILLE MUNICIPAL COU .14111		178838	09/16/22	RECIPROCAL BOND	50.00	035936	2107MWR321		P - W	RECIPROCAL CASH	10.2441
STEINER/JOSEPH .14113		178839	09/16/22	PKS REFUND DEPOSIT	200.00	035967	1664154		P - W	REFUNDS PAYABLE	61.2265
STEVES AUTO REPAIR INC 005649		178840	09/16/22	POL #205 TIRE	24.50	035937	59045		P - W	VEHICLE MAINTENA	10.40.500.14.5541
STOP STICK, LTD 006557		178841	09/16/22	POL STOP STICK KITS-3	1,445.00	035938	0025884-IN		P - W	MINOR EQUIPMENT	10.40.500.18.5601
SUTTON/LORI 006857		178842	09/16/22	POL CJIS CONF	163.50	035939	9/26-9/29		P - W	REGISTRATION FEE	10.40.500.06.5251

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
T & M MOBILE SERVICE 004621									
178843	09/16/22	FIRE #605 COOLANT FILTER	289.14	035940	40484			P - W VEHICLE MAINTENA	10.50.301.14.5541
T & W TIRE LLC 005952									
178844	09/16/22	WWT #185 TIRES	1,920.80	035941	3040054389			P N W VEHICLE MAINTENA	92.70.901.14.5541
UNIFIRST CORPORATION 002825									
178845	09/16/22	CCTR MATS	119.56	035968	229 0076163			P - W MISC EQUIPMENT M	65.60.491.14.5559
USIC LOCATING SERVICES I 006076									
178846	09/16/22	WTR 2022 LOCATES	7,220.65	035969	532765	220038	P - W	CONTRACT LABOR	90.70.801.08.5397
178846	09/16/22	WWT 2022 LOCATES	7,220.64	035970	532765	220038	P - W	CONTRACT LABOR	92.70.901.08.5397
			14,441.29	*CHECK TOTAL					
		VENDOR TOTAL	14,441.29						
VALVOLINE LLC 005460									
178847	09/16/22	WTR #138 OIL CHANGE	24.99	035971	40317			P - W VEHICLE MAINTENA	90.70.801.14.5541
178847	09/16/22	WTR #186 OIL CHANGE	24.99	035972	40445			P - W VEHICLE MAINTENA	90.70.801.14.5541
178847	09/16/22	POL #204 OIL CHANGE	24.99	035973	40416			P - W VEHICLE MAINTENA	10.40.500.14.5541
178847	09/16/22	POL #205 OIL CHANGE	24.99	035974	40426			P - W VEHICLE MAINTENA	10.40.500.14.5541
178847	09/16/22	POL #209 OIL CHANGE	24.99	035975	40598			P - W VEHICLE MAINTENA	10.40.500.14.5541
			124.95	*CHECK TOTAL					
		VENDOR TOTAL	124.95						
WAGONER/ALICIA .14107									
178848	09/16/22	PKS REFUND MEMBERSHIP	658.33	035976	1662272			P - W REFUNDS PAYABLE	61.2265
WORLD FUEL SERVICES CORP 000151									
178849	09/16/22	PKS DIESEL FUEL	1,028.81	035977	4651501			P - W DIESEL FUEL	60.60.420.14.5522
ZONES INC 004299									
178850	09/16/22	T&L LAPTOP	1,060.00	035942	K19502340102			P - W MINOR COMPUTER E	10.90.132.18.5605
178850	09/16/22	T&L LAPTOP DOCKS	622.00	035943	K19941600101			P - W MINOR COMPUTER E	10.90.132.18.5605
178850	09/16/22	IS DELL LATITUDE	9,430.00	035978	K19820710101	220116	P - W	MINOR COMPUTER E	10.90.132.18.5605
178850	09/16/22	IS DELL LATITUDE	3,784.00	035979	K19914740101	220116	F - W	MINOR COMPUTER E	10.90.132.18.5605
178850	09/16/22	T&L LAPTOPS	4,898.00	035980	K19941440101			P - W CAPITAL EQUIPMEN	10.90.132.36.7201
			19,794.00	*CHECK TOTAL					
		VENDOR TOTAL	19,794.00						



CITY COUNCIL ACTION REPORT

Meeting Date: September 26, 2022

A/R No.: 2022-197

Department: Finance

Submitted By: Vicki McClure, Director
Finance

Subject:

ORDINANCE ESTABLISHING THE 2022 AD VALOREM PROPERTY TAX LEVIES FOR CITY OPERATIONS FOR THE 2023 BUDGET YEAR (Second Reading)

Summary:

Summary:

- State law requires Special Charter taxing jurisdictions take certain actions to establish their applicable property tax levies by October 1st. Failure to do so can expose the taxing jurisdictions to not having a levy. The levy rate must be filed with Clay County by October 1st.
- Coordination is made with the State Auditor's Office to ensure local calculations are consistent with State law.
- The City has complied with all State law noticing/posting requirements and coordinated with the Auditor's office.
- The posted Public Hearing notice was based on preliminary assessments and the maximum allowable 2022 levy rate with adjusting the levy to reset for prior year voluntary rollbacks.
- Staff analyzed levy options that focused on the revenue and residential real estate tax impacts on existing final property assessed values and have made those calculations the basis of the 2022 Levy Public Hearing to be held on September 12, 2022.
- Council has options in establishing the 2022 levy at the maximum allowed or lower rates.
- On June 13, 2022 a Public Hearing was held to opt for revising the Ad Valorem Property Tax Levy.
- An Ordinance to approve the reset of the voluntary reduction in the Ad Valorem Property Tax Levy in past even numbered years was approved on June 27, 2022.
- On July 11, 2022, staff received final approval from the State Auditor's Office to move forward with the reset of the Ad Valorem Property Tax Levy in 2022.
- A discussion regarding the reset of the levy was held with the Budget Committee on April 22, 2022.
- The recommendation from the Budget Committee is to reset the 2022 Levy, which means the City would adjust the levy to reset prior years actions and reset the tax ceiling. Per the State of Missouri this action can only be completed in even numbered years. This rate is \$0.8905 based on preliminary assessments.
- The additional revenue generated would help support General Services,

including but not limited to Public Safety and Parks.

- Final Assessments are \$67.8M or 10.86% when compared to 2021 Final assessed values.
- With the proposed Property Tax Levy, it would be the 2nd lowest in Clay County.

Background:

Background:

Levy Calculations

The County has provided the City with final August 2022 assessments for all categories of property exclusive of State assessed railroad and utilities. State assessed railroad and utility values are obtained from the State of Missouri. The Public Hearing notice was published using preliminary assessments and is as follows:

NOTICE OF PUBLIC HEARING - See Attachment

The Liberty City Council will conduct a public hearing at 7:00 p.m. on Monday, September 12, 2022 in the Council Chambers of City Hall, 101 E. Kansas Street, Liberty, Missouri in compliance with Section 67.110 RSMo. Liberty citizens may be heard concerning the proposed property tax rates to be set by the City of Liberty, Missouri for 2022. The tax rate will be expressed per \$100 of assessed valuation. The proposed tax rate is based on aggregate valuations currently available to the City of Liberty. Note: This Notice was posted in three public places.

Impact of City Operating and Parks Funds and Illustration of Impact to Tax Bills

Based on the average individual real estate property assessment value with a home value in 2022 based on \$194,150. Individual property assessments will vary from average, some higher and some lower.

Residential Impact	Current Levy	Proposed Levy Reset	Annual Difference
	0.7968	0.8905	
Home Value	194,150	194,150	
19% Assesment Factor	36,889	36,889	
Taxes	\$ 293.93	\$ 328.49	\$ 34.56

Previous Action (if applicable):

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:

Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item:Provides 2023 General Fund and Parks Revenue support for existing operations Line Item:	Amount: GF - \$5,220,641. Amount: Parks - \$946,752.
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Funding Source:	Amount:

Attachments:

1. 2022 Notice of Public Hearing MRC
2. 2022 Annual Levy Ordinance with Levy Reset

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING THE 2022 AD VALOREM TAX LEVIES FOR CITY
OPERATIONS FOR THE 2023 BUDGET YEAR

BE IT ORDAINED, by the City Council of the City of Liberty, Clay County, Missouri,
as follows:

SECTION I

For the purpose of providing funds to meet operating needs for the 2023 budget year, in
addition to revenue received from other sources, it is hereby determined that the 2022 tax levies
required for the General Fund and the Parks & Recreation Fund are as follows:

<u>Fund</u>	<u>Levy Per \$100 of Value</u>
General Fund	\$0.7538
Parks & Recreation Fund	<u>0.1367</u>
TOTAL	\$0.8905

SECTION II

The City Administrator for the City of Liberty, Clay County, Missouri is hereby authorized
to provide these levy rates to Clay County, Missouri so to allow for billing and tax statements
issuance on the combined Clay County tax bill.

SECTION III

This ordinance shall be in full force and effect from and after its passage by the City
Council and approval by the Mayor, according to law.

PASSED by the Council this _____ day of _____, 2022.

MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this _____ day of _____, 2022.

MAYOR

Document No. _____

ORDINANCE NO. _____

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Council and approval by the Mayor, according to law.

PASSED by the Council this _____ day of _____, 2022.

MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this _____ day of _____, 2022.

MAYOR



STAFF REPORT

Planning and Zoning Case 22-39FDP-A

Staff: Michael Peterman, City Planner

Date: September 26, 2022

GENERAL INFORMATION

Application:	Amended Final Development Plan for Vintage Estates to allow the addition of 1 single-family patio home to the approved development plan for a total of 26 single family patio homes at the SW corner of S. Withers Road and Old Withers Road.
Applicant/ Property Owner:	Ray Bisbee & Jeff Ewing Harvest Investments, LLC 2521 Washington St. Pella, IA 50219
Location:	Southwest corner of S. Withers Road and Old Withers Road
Existing Land Use/Zoning:	Under construction / PD, "Planned Development" district
Future Land Use Designation:	Low Density Residential
Surrounding Land Uses/Zoning:	North: Homestead & Withersfield, Single family / R-1C "Single Family Residential" South: Homestead Hills / R-1C "Single Family Residential" & Floodplain East: Undeveloped / MU "Mixed Use" West: Undeveloped / R-1C "Single Family Residential" & Floodplain
Public Notice:	None Required
File Date:	August 5, 2022

PREVIOUS CASE

PZ Case 21-27A: Proposal to amend the Future Land Use Map to Low Density Residential for 16+/- acres at the SW corner of S. Withers Road and Old Withers Road was approved in 2021.

PZ Case 22-12PP: Preliminary Plat for Vintage Estates was approved on April 25, 2022.

PZ Case 22-11R&PDP Rezoning and Preliminary Development Plan for Vintage Estates was approved on April 25, 2022.

PZ Case 22-23FP A Final Plat for 1 lot at Vintage Estates was approved by the City council on June 27, 2022.

PZ Case 22-22FDP: Final Development Plan for Vintage Estates was approved by the City council on June 27, 2022.

APPLICANT'S PROPOSAL

Summary

The applicant is proposing to add one unit to the previously approved development plan. The previous plan showed 25 units. The additional unit is located on the northeast corner of the project. The applicant stated in the application material; *“The proposed lot to be developed for the project is 7.01 acres. It will have 26 total units which will equal to 3.71 units per acres ...”*. 3.71 units per acre is under the threshold for the Low Density residential land use density allowance of 6 units or less per acre. The applicant has provided grading changes and utility extensions as required by City staff.

No other changes are proposed with this project.

Use

The applicant's proposal for 1 lot includes 26 single family homes in an age restricted development.

Site Design

The site is proposed west of S Withers Road, east of an extended Buckingham Drive, with one entrance from Buckingham Drive. This is proposed as a gated access point and will be accessible by emergency services as well as residents. The proposal consists of a public road extension, two private roads, 26 homes, and a clubhouse. A stormwater management area is located on the south of the property.

Access/Circulation/Parking

There will be 1 entrance to the site from Buckingham Drive. Vintage Lane will extend to Harvest Lane, which terminates on both ends with regulation turn-arounds to allow large service vehicles such as trash trucks adequate maneuverability. Each home has a driveway that fits a minimum of 2 vehicles, which meets the minimum code requirements in UDO Section 30-83.2 for parking in a single family district. Additional parking is at the clubhouse. A traffic calming measure has been included on Buckingham at the trail crossing. This will serve to slow traffic on Buckingham Dr. as well as create a safer crossing for the trail users.

Building Design/ Signage/Lighting

The homes will be set a minimum of 22 feet from the street, with a 13-15 foot side yard separation between dwellings. The home designs will vary, and an example of these designs has been attached to this report as Exhibit C.

Landscaping/ Open Space/ Tree Preservation

The application shows a heavily landscaped buffer along S Withers Road, and individual landscaping for each structure. The overall site meets the 20% open space standard as defined in the UDO Section 30-97.6. The applicant is proposing to pay the parkland fee of \$8,112.

FLOODPLAIN

This site was designated as floodplain by FEMA. Any development in the floodway and 100 year floodplain must meet specific requirements in order to provide a certain level of protection to the building, its contents, and its occupants during a flood. In addition, certain land uses are restricted or prohibited in the floodway, 100 year

floodplain, and 500 year floodplain. As such, the applicant is in the process applying for permits with the federal FEMA process to remove the floodplain designation. FEMA has standardized application procedures to remove the floodplain designation on the floodplain maps. Each type of map change will require the applicant to produce an Elevation Certificate signed and sealed by a Professional Land Surveyor. This document demonstrates that the structure is sufficiently above the floodplain according to floodplain regulations.

The applicant's engineers are working through the FEMA process to have Buckingham Drive and the area to the northeast of Buckingham Drive built up and out of the floodplain.

PUBLIC INFRASTRUCTURE

The submitted plans for this application have been evaluated in accordance with the adequate public facilities ordinance. The detailed Public Improvement plans are currently in review by the Public Works and Utilities departments. Final approval of these plans must be obtained prior to building permits being issued.

Streets

The property will have direct access to Buckingham Drive, which will be extended to the south to intersect with S. Withers Road by the developer as part of this project. When Buckingham is completed, Old Withers Rd. will be closed and the land utilized for this development.

Sanitary Sewer

The site has direct access to an 8" public sanitary sewer line which will be located in a public easement along the private internal drives.

Water

The site has direct access to a 12" public water line along S. Withers Road.

Stormwater

Storm water will be collected on the property and directed into a combination of storm water quality best management practices and a storm water detention basin located on the southern portion of the property, in Tract C. Storm water released from the development will be managed to reduce offsite erosion potential or additional erosion prevention measures will be designed and constructed.

STAFF ANALYSIS

In accordance with the UDO, staff's analysis of a Final Development Plan application follows section 30-27.8. Before staff may recommend approval, the UDO requires the following be determined:

1. The plan substantially complies with the intent of the comprehensive plan;

Staff believes this application conforms to Principles Eight, Eleven and Twelve of the Plan, by providing the development of a vacant and underutilized infill parcel, and the use of a parcel served by existing public utilities.

The property is designated for Low-Density Residential on the Future Land Use map. Low-Density Residential envisions residential development between 0-6 dwelling units per acre. The construction of 26 units on 7.01 acres (Lot 1) equals a density of 3.71 units per acre. This new addition will increase the density of the site by .15 units per acre.

Staff believes the project conforms to the Comprehensive Plan.

2. The plan complies with the provisions of this UDO;

Staff finds that the application substantially conforms to the requirements set forth in the Unified Development Ordinance except for the variance that was approved in the Preliminary Development Plan to reduce the buffer along S. Withers Rd.

3. The plan substantially complies with approved city development standards and policies;

Staff finds that this application fully complies with the intent of city development standards and policies.

4. The plan substantially complies with the approved preliminary development plan, where applicable.

Staff finds that this application does substantially comply with the preliminary development plan. The addition of one unit will not substantially impact the previously approved plan.

STAFF RECOMMENDATION

Staff finds that this application meets the standards of review for a final development plan. Staff recommends approval of P&Z Case 22-39FDP-A.

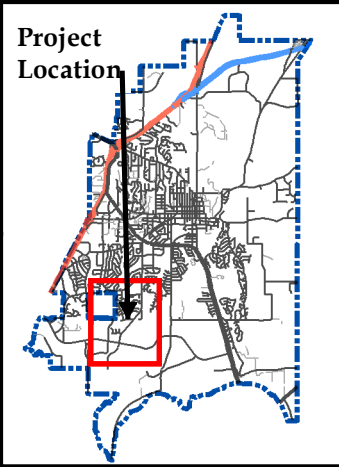
PZ RECOMMENDATION

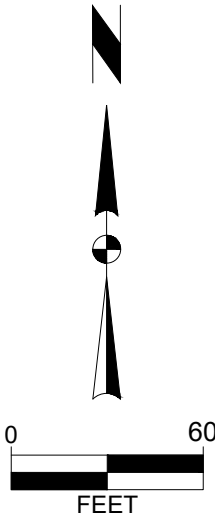
At its September 13, 2022 meeting, the Planning Commission voted 7-0-0 to recommend approval of P&Z Case 22-39FDP-A as presented in the staff report.

ATTACHMENTS

Exhibit A:	Vicinity Map
Exhibit B:	Site Plan
Exhibit C:	Approved Site Plan
Exhibit D:	Minutes Excerpt from Planning & Zoning Commission meeting
Exhibit E:	Resolution

Project
Location





VINTAGE ESTATES OF LIBERTY

DIMENSION PLAN

SNYDER & ASSOCIATES

ENGINEERS & PLANNERS, INC.

LIBERTY, MISSOURI

802 FRANCIS STREET
ST. JOSEPH, MISSOURI 64501
816-364-5222 | www.snyder-associates.com

Project No:	120.1029.01
Sheet	C200

A. 22-39FDP-A: Amended Final Development Plan for Vintage Estates to add 1 unit to the approved development plan at S. Withers Rd and Old Withers Rd.

Mr. Peterman presented the case as described in the staff report.

Chairman Rosekrans asked the commissioners if they had any questions.

Chairman Rosekrans asked the applicant if they wish to speak.

Theresa Gustafson, Maryville MO, Regional Director for Ewing Properties, the owner, stated she was available for questions.

Commissioner Personett stated most developers are trying to squeeze everything they can in where they can. What was thought of adding new unit at last minute.

Ms. Gustafson sated that the applicant looked at city guidelines and constructability, demand, and they were able to maximize the available area. There will also be a little less financial burden to the Vintage Estates community as a whole by adding one extra unit.

Chairman Rosekrans asked the commissioners if they had any other questions, seeing none he asked for a motion.

Action: Commissioner Summers moved to approve the case as presented in the staff report. Commissioner Howard seconded the motion.

Vote: Motion passed 7-0-0

Yes: Evans, Howard, Reinier, Personett, Rosekrans, Summers, and Waterman

No: None

Recusal: None

Chairman Rosekrans said this case would be heard in front of the City Council on Monday, September 26, 2022.

RESOLUTION NO. _____

FINAL DEVELOPMENT PLAN FOR VINTAGE ESTATES, TWENTY-SIX AGE RESTRICTED HOMES ON 1 LOT, ON 7+/- ACRES AT THE SW CORNER OF OLD WITHERS AND SOUTH WITHERS ROAD IN LIBERTY, CLAY COUNTY, MISSOURI

WHEREAS, a final development plan for Vintage Estates, 26 age restricted patio homes on 7+/- acres at Old Withers and S. Withers in the City of Liberty, Clay County, Missouri, has been duly and properly presented to the Planning & Zoning Commission on September 13, 2022 and the City Council on September 26, 2022; and

WHEREAS, pursuant to the Unified Development Ordinance (UDO) of the City of Liberty, the City Council finds that the final development plan described duly conforms to the standards and requirements of ordinances in place at the time of the application.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Missouri, that the final development plan for Vintage Estates, 26 age restricted patio homes on 7+/- acres at Old Withers and S. Withers in the City of Liberty, Clay County, Missouri, is hereby approved according to the final development plan on file in the office of the Department of Planning and Development.

PASSED by the City Council this _____ day of _____, 2022.

MAYOR

ATTEST:

DEPUTY CITY CLERK



CITY COUNCIL ACTION REPORT

Meeting Date: September 26, 2022

A/R No.: 2022-206

Department: Human Resources & Risk Management

Submitted By: Amy Blake, Director HR & Risk Management

Subject: ORDINANCE PROVIDING ONE-TIME LUMP SUM COST OF LIVING PAYMENTS TO THE EMPLOYEES OF THE CITY OF LIBERTY AND AMENDING ORDINANCE NO. 11521, ADOPTION OF THE 2022 BUDGET FOR THE CITY OF LIBERTY, MISSOURI

Summary:

- Provide employees an additional \$3,000/employee lump sum payment to align 2022 increases with the Social Security Administration's 2022 Cost of Living Adjustment.

Background:

The Social Security Administration (SSA) announced the 2022 Cost of Living Adjustment (COLA) to be 5.9%. This was the first year in several that the SSA's COLA was much higher than the City's normal budgeted 3% across the board increases typically provided each January. Although the 3% budgeted for 2022 did not keep employees aligned with the national cost of living, the City did not increase the amount during the budget process.

The City's human capital is its most valuable asset and management continues to identify initiatives that will aid in both recruitment and retention in a very tight job market. To continue to demonstrate that the City is striving to be a top ranked metro employer, City management recommends a one-time, \$3,000/employee lump sum payment to equalize employees' 2022 income with the 2022 Social Security Administration COLA. A prorated amount has been applied to employees that were hired after June 1 through September 26. Several other cities in the Kansas City metro area have already provided or are considering providing their employees lump sum payments in addition to COLAs, for recruitment and retention efforts.

Analysis of the City's General Fund forecasts shows the General Fund can support the proposed one-time lump sum payment. The General Fund fund balance will remain strong and will meet the City Council's General Fund fund balance policy range of 18-22%, after the one-time lump sum payment. The total cost for the cost of living payments will be \$905,000 and will be distributed to all full-time employees (253) and permanent part-time employees (10) as a separate direct deposit, with all taxes, FICA and Lagers will be withheld as normal, no later than October 28, 2022.

Previous Action (if applicable):

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
X Budget Committee	Completed/Recommended: 08/31/2022

Other:	Completed/Recommended:
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Financial Considerations:

Budgeted:	Line Item:	Amount:
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
X Non-Budgeted	Line Item:10.95.140.02.4001	Amount: \$ 750,541
	Line Item:10.95.140.02.4101	56,650
	Line Item : 10.95.140.02.4102	97,809
	Funding Source: Available General Fund Balance	Amount: 905,000

Attachments:

1. 2022 Lump Sum Payment 09.2022_1 FINAL
2. COLA comparatives

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE PROVIDING ONE-TIME LUMP SUM COST OF LIVING PAYMENTS TO THE EMPLOYEES OF THE CITY OF LIBERTY AND AMENDING ORDINANCE NO. 11521, ADOPTION OF THE 2022 BUDGET FOR THE CITY OF LIBERTY, MISSOURI

WHEREAS, The City Council of the City of Liberty, Clay County, Missouri, hereby provides a one-time lump sum cost of living adjustment to the employees of the City of Liberty in the amount of \$3,000.00 per employee and:

BE IT ORDAINED, by the City Council of the City of Liberty, Clay County, Missouri, as follows:

SECTION I

The City Council of the City of Liberty, Clay County, Missouri hereby amends Ordinance No. 11521, 'Adoption of the 2022 Budget for the City of Liberty Missouri', by utilizing \$935,606 of General Fund available Fund Balance to provide lump sum cost of living adjustments by allocating dollars to the following funds as summarized below (See Exhibit A for details):

General Fund – 626,723
Parks Fund – 103,853
Capital Sales Tax Fund – 2,846
Transportation Sales Tax Fund – 7,113
Economic Development Sales Tax Fund – 3,557
Fire Sales Tax Fund – 3,953
Public Safety Sales Tax Fund – 3,230
Water Fund – 83,393
Wastewater Fund – 68,170
Sanitation Fund – 2,162

SECTION II

The City Council of the City of Liberty, Clay County, Missouri, hereby directs Administration to implement the necessary procedures to provide payment of the one-time lump sum cost of living adjustments.

ORDINANCE NO. _____ (CONT.)

SECTION III

This ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor according to law.

PASSED by Council this _____ day of _____, 2022.

MAYOR

ATTEST:

DEPUTY CITY CLERK

Approved by the Mayor this _____ day of _____, 2022.

MAYOR

Exhibit A**Budget Amendment Detail**General FundAll Departments

	<u>Account</u>	<u>Amount</u>
Salaries	10.95.140.02.4001	513,040
Lagers	10.95.140.02.4102	75,204
FICA	10.95.140.02.4101	38,479

Capital Sales Tax Fund

	<u>Account</u>	<u>Amount</u>
Salaries	10.95.140.02.4001	2,400
Lagers	10.95.140.02.4102	262
FICA	10.95.140.02.4101	184

Transportation Sales Tax Fund

	<u>Account</u>	<u>Amount</u>
Salaries	10.95.140.02.4001	6,000
Lagers	10.95.140.02.4102	654
FICA	10.95.140.02.4101	459

Eco-Devo Sales Tax Fund

	<u>Account</u>	<u>Amount</u>
Salaries	10.95.140.02.4001	3,000
Lagers	10.95.140.02.4102	327
FICA	10.95.140.02.4101	230

Fire Sales Tax Fund

	<u>Account</u>	<u>Amount</u>
Salaries	10.95.140.02.4001	3,000
Lagers	10.95.140.02.4102	723
FICA	10.95.140.02.4101	230

Public Safety Sales Tax Fund

	<u>Account</u>	<u>Amount</u>
Salaries	10.95.140.02.4001	3,000
Lagers	10.95.140.02.4102	-
FICA	10.95.140.02.4101	230

Parks Fund

	<u>Account</u>	<u>Amount</u>
Salaries	10.95.140.02.4001	40,650
Lagers	10.95.140.02.4102	4,104
FICA	10.95.140.02.4101	3,110

ORDINANCE NO. _____ (CONT.)

Parks Sports Complex		
Salaries	10.95.140.02.4001	12,550
Lagers	10.95.140.02.4102	1,041
FICA	10.95.140.02.4101	960

Parks Community Center		
Salaries	10.95.140.02.4001	35,850
Lagers	10.95.140.02.4102	2,845
FICA	10.95.140.02.4101	2,743

Water Fund

All Divisions	<u>Account</u>	<u>Amount</u>
Water		
Salaries	10.95.140.02.4001	71,139
Lagers	10.95.140.02.4102	6,812
FICA	10.95.140.02.4101	5,442

Wastewater Fund

All Divisions	<u>Account</u>	<u>Amount</u>
Wastewater		
Salaries	10.95.140.02.4001	58,052
Lagers	10.95.140.02.4102	5,677
FICA	10.95.140.02.4101	4,441

Sanitation Fund

Sanitation Administration	<u>Account</u>	<u>Amount</u>
Salaries	10.95.140.02.4001	1,860
Lagers	10.95.140.02.4102	160
FICA	10.95.140.02.4101	142

Total Cost From General Fund Available Fund Balance **(905,000)**

	2022 COLA Increase	Merit	Lump Sum	
Riverside	5.0%	2.0%	-	
Shawnee	3.0%	0.0%	5,000	
Grandview	4.0%	0.0%	-	Two additional holidays
Pleasant Hill	8.0%	0.0%	-	
Grain Valley	5.0%	0.0%	1,000	
Mission	4.5%	0.0%	-	
Raymore	3.5%	0.0%	-	
Raytown	5.0%	0.0%	6,000	Paid in two installments
Lenexa	4.0%	0.0%	2,500	
Lees Summit	4.0%	0.0%	-	
Blue Springs	0.0%	0.0%	5,000	



CITY COUNCIL ACTION REPORT

Meeting Date: September 26, 2022

A/R No.: 2022-190

Department: Utilities

Submitted By: Matt Redenbaugh,
Operations Manager Wastewater

Subject: ORDINANCE APPROVING AN AGREEMENT WITH JCI INDUSTRIES, INC.
FOR MBT1 IMPROVEMENTS (MEMBRANES AND INSTALLATION) IN AN AMOUNT
NOT TO EXCEED \$610,000.00

Summary:

- Replaces membranes in MBT1.
- Total cost of \$610,000.00 for equipment and installation.

Background:

As part of the wastewater treatment process there is a strong financial incentive to minimize the amount of bio-solids that must be disposed of in accordance with Environmental Protection Agency (EPA) and Missouri Department of Natural Resources (MoDNR) regulations. Aerobic digestion is a process that is utilized at the wastewater treatment plant that converts waste sludge to bio-solids. Aerobic digestion seeks to minimize the cost of disposal of bio-solids by reducing the mass of bio-solids and ensuring the bio-solids meet EPA and MoDNR requirements for beneficial reuse as fertilizer. The digestion process requires the removal of excess water from the sludge and that is accomplished by filtering the water from the sludge by using membranes and is called membrane thickening (MBT).

The wastewater treatment plant has two MBTs and the membrane in MBT 1 has failed. The demonstrated life expectancy of the current technology employed in MBT 1 is three to five years. When a rebuild or repairs are needed, there is a lengthy process for procuring the equipment and contractors necessary to complete the task. Excessive downtime and costly equipment and labor expense for installation are major reasons to minimize rebuild or repairs. When there is MBT repair or rebuild there is significant increase in operating costs due to electrical consumption, polymer consumption and wear on the expensive centrifuge.

Staff have researched alternative materials and technologies that could be employed in MBT 1 that would result in lower life cycle costs and fewer treatment process disruptions. Staff reviewed membrane materials available from Ovivo, Microdyne and Kubota. The staff believe that installing membranes manufactured by Kubota will result in the lowest life cycle cost due to the extended life expectancy of the membranes that has been experienced by other wastewater treatment plants. Staff communicated with operational staff of other wastewater plants that utilize Kubota membranes and many have experienced 15 years of useful life and some are still performing after 20 years of service. In addition to a

long service life, the membranes are simple to operate and maintain and have extensive local support and a good reputation among wastewater treatment professionals. Installation of the Kubota membranes does not require major modifications to the existing equipment and does not require any modification to the treatment process.

Staff recommends approval of the ordinance approving a contract with JCI Industries, Inc. in the amount of \$610,000.00 for the installation of replacement membranes in MBT1.

Previous Action (if applicable):

Initial purchase of MBT 1 in 2017 as part of the design build process.

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

x Budgeted:	Line Item: 96.70.901.36.7501	Amount: \$610,000.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Kubota Ordinance 8.19.2022 ph1

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN AGREEMENT WITH JCI INDUSTRIES, INC. FOR
MBT1 IMPROVEMENTS (MEMBRANES AND INSTALLATION)

BE IT ORDAINED, by the City Council of the City of Liberty, Clay County, Missouri,
as follows:

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves an ordinance approving an agreement by and between the City of Liberty, Clay County, Missouri and JCI Industries, Inc. for Kubota Membranes and installation services in an amount not to exceed SIX HUNDRED AND TEN THOUSAND AND 00/100 DOLLARS (\$610,000.00) a copy of said agreement being incorporated by reference herein and available for review as required by law.

SECTION II

The City Council hereby authorizes the Mayor to sign the agreement as described in Section 1 of this ordinance.

SECTION III

This ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor according to law.

PASSED by Council this _____ day of _____, 2022.

MAYOR

ATTEST:

DEPUTY CITY CLERK

Approved by the Mayor this _____ day of _____, 2022.

MAYOR



CITY COUNCIL ACTION REPORT

Meeting Date: September 26, 2022
A/R No.: 2022-207

Department: Utilities

Submitted By: Matt Redenbaugh,
Operations Manager Wastewater

Subject: ORDINANCE AMENDING CHAPTER 29, "WATER AND SEWERS" OF THE
CODE OF THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI

Summary:

This Code amendment is needed to reflect current operations and State requirements.

Background:

This amendment to the City Code is being brought forward so that it will align with current operations and state regulations. Below is a summary of the changes specified in the ordinance:

Section 29-47.1

- Referred to the Director as the City Engineer. Changed to reflect that the City now has a Director of Utilities.
- The normal sewage section used parts per million and the values were dated. Changed to match the IPP ordinance update in value and language.

Section 29-49.2

- Language was outdated and the data was better reflected in Section 29-151.

Section 29-67

- Referenced the wrong sections. Changed to sections that had values to reflect allowable amounts.

Section 29-85

- The existing lead value is the drinking water value and not wastewater value. The corrected number is for wastewater. Communicated in Liberty's Metal Report (updated), Page 19 in Existing Ordinance Limiting Concentration

Section 29-151

- Added updated overage cost to table. Better communicates overage cost and easier to update future changes. Cost changed to reflect treatment cost.

Previous Action (if applicable):

Modified to add Pretreatment on to Ordinance.

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item:	Amount:
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Sewer Ordinance MAR 9.12.2022 (1)
2. Liberty Metals Report updated

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 29, "WATER AND SEWERS"
OF THE CODE OF THE CITY OF LIBERTY,
CLAY COUNTY, MISSOURI

BE IT ORDAINED by the City Council of the City of Liberty, Clay County,
Missouri as follows:

SECTION I

Chapter 29, "Water and Sewers", Article IV, "Sewers", Division I. –Generally,
Section 29-47.1. "Definitions", of the Code of the City of Liberty, Clay County, Missouri
is hereby amended as follows:

Replace:

Director means the city engineer or his authorized deputy, agent or
representative.

With the following:

Director means the Director of Utilities or his authorized deputy, agent or
representative.

And

Replace:

Normal sanitary sewage means sanitary sewage which contains not over
three hundred (300) parts per million of BOD by weight and not over three
hundred sixty (360) parts per million of suspended solids, and which does
not contain any of the materials or substances listed in section 29-68 of
this chapter in excess of allowable amounts specified in said section, and
containing no particle(s) exceeding one-half ($\frac{1}{2}$) inch in its longest
dimension.

With the following:

Normal sanitary sewer means sanitary sewage which contains not over
two hundred fifty (250) milligrams per liter (mg/l) of BOD, not over two
hundred fifty (250) milligrams per liter (mg/l) pf suspended solids, not over
thirty (30) milligrams per liter (mg/l) oil and grease, and which does not
contain any of the materials or substances listed in section 29-77 and in
excess allowable amounts specified in section 29-85, and contains no
particle(s) exceeding one-half ($\frac{1}{2}$) inch in its longest dimension.

ORDINANCE NO. _____ (CONT.)

SECTION II

Chapter 29, "Water and Sewers", Article IV, "Sewers", Division I. –Generally, Section 29-49.2. "Surcharge for excessive concentration of suspended solids or BOD", of the Code of the City of Liberty, Clay County, Missouri is hereby amended as follows:

Replace:

(b) Computation of amount. The surcharge shall be computed by using the formula:

$$SS = V_s \times 0.00624 \times [A (BOD - 300) + B (SS - 360)] + ESC$$

which shall signify the amount of surcharge based on a combination of the strengths of BOD and suspended solids (SS) above those of normal sewage as defined herein, plus an extra strength control charge.

The BOD component of the formula shall equal the factor of 0.00624 for converting milligrams per liter by weight to pounds per hundred cubic feet, multiplied by the volume of sewage in hundred cubic feet, multiplied by "A," the estimated cost for treatment of one pound of BOD in the raw sewage, multiplied by the concentration of BOD in milligrams per liter by weight minus 300, the strength for normal sewage.

The suspended solids component of the formula shall equal the factor of 0.00624 as defined in the BOD component, multiplied by the volume of sewage in hundred cubic feet, multiplied by "B," the estimated cost of treatment of one pound of suspended solids in the raw sewage, multiplied by the concentration of suspended solids in milligrams per liter, minus 360, the strength for normal sewage.

The extra strength control charge (ESC) shall be the actual departmental cost for each individual user, including overhead, related to obtaining, measuring and analyzing sewage samples to determine sewage strengths for billing purposes. The director shall determine the method and frequency of said testing as may be reasonable for each customer in accordance with recognized engineering practices and in conformance with city Ordinance No. 5224; provided, however, that a user shall be entitled to additional sampling at its request upon payment of additional costs therefor. In lieu of sampling and analysis by the city, the director, at his discretion, may permit a user to collect and analyze samples of its own sewage at its own expense, providing samples are taken at least annually, collected and analyzed in accordance with provisions of the latest edition of Standard Methods for the Examination of Water and Wastewater, and the results are certified by a professional engineer

ORDINANCE NO. _____ (CONT.)

registered in the state. The city reserves the right to verify submitted data.

The symbols, letters or figures employed in the formula signify the following:

EXPAND

S	=	Extra strength surcharge in dollars.
Vs	=	Sewage volume in hundred cubic feet.
0.00624	=	Conversion factor for milligrams per liter to pounds per hundred cubic feet.
A	=	Unit operation and maintenance charge for BOD in dollars per pound. The amount of this charge is based on the City of Kansas City's actual cost. It will vary if it reflects any changes in Kansas City's ordinance.
BOD	=	BOD strength in milligrams per liter.
B = \$0.041	=	Unit operation and maintenance charge for suspended solids in dollars per pound. The amount of this charge is based on the City of Kansas City's actual cost. It will vary if it reflects any changes in Kansas City's ordinance.
SS	=	Suspended solids strength in milligrams per liter.
ESC	=	Extra strength control charge.

(c) *Treatment to reduce concentration.* The owner of any commercial or industrial establishment may, if so desired, treat the wastes from such establishment so as to reduce either the excess suspended solids or BOD, or both, to normal levels before discharging such wastes into the public sewers. In cases where it is believed such wastes may be deleterious to the sewage works or have an adverse effect upon the sewage treatment process or the receiving stream, the director may require treatment to reduce either or both the suspended solids and BOD to levels more closely approaching those of normal sewage before discharging said wastes into the city sewers.

With the following:

(b) *Computation of amount.* See Subdivision IX-Fee and Cost, Section 29-151.

ORDINANCE NO. _____ (CONT.)

SECTION III

Chapter 29, "Water and Sewer", Article IV, "Sewers", Division 3. - Commercial and Industrial Waste, Subdivision I. General Provisions, Section 29-67. "Definitions and rules of construction", of the Code of the City of Liberty, Clay County, Missouri is hereby amended as follows:

Replace:

(35) *Normal sewage*: Wastewater which contains not over two hundred fifty (250) milligrams per liter (mg/l) of suspended solids, not over two hundred fifty (250) milligrams per liter (mg/l) of BOD, not over thirty (30) milligrams per liter (mg/l) of oil and grease and which does not contain any of the materials or substances listed in section 29-121 of this division in excess of allowable amounts specified in said section.

With the following:

(35) *Normal sewage*: Wastewater which contains not over two hundred fifty (250) milligrams per liter (mg/l) of suspended solids, not over two hundred fifty (250) milligrams per liter (mg/l) of BOD, not over thirty (30) milligrams per liter (mg/l) of oil and grease and which does not contain any of the materials or substances listed in sections 29-77 and in excess of allowable amounts specified in section 29.85.

SECTION IV

Chapter 29, "Water and Sewer", Article IV, "Sewers", Division 3.-Commercial and Industrial Waste, Subdivision II. General Sewer Use Requirements. Section 29-85. "Local Limits", of the Code of the City of Liberty, Clay County, Missouri is hereby amended as follows:

Replace:

Lead	0.0015
------	--------

With the following:

Lead	5.00
------	------

ORDINANCE NO. ____ (CONT.)

SECTION V

Chapter 29, "Water and Sewer", Article IV, "Sewers", Division 3.-Commercial and Industrial Waste, Subdivision IX- Fees and Costs, Section 29-151. "Surcharge when concentration of BOD, suspended solids or oil and grease exceeds normal sewage", of the Code of the City of Liberty, Clay County, Missouri is hereby amended as follows:

Replace:

Computation Table	S_{BOD}	=	$(V_s)(0.00624)(RB)(BOD-250)$
	S_{SS}	=	$(V_s)(0.00624)(RS)(SS-250)$
	$S_{O\&G}$	=	$(V_s)(0.00624)(RG)(OG-30)$
	ESC	=	Extra Strength Control Charges

With the following:

Computation Table	S_{BOD}	=	$(V_s)(0.00624)(RB)(BOD-250)$
	S_{SS}	=	$(V_s)(0.00624)(RS)(SS-250)$
	$S_{O\&G}$	=	$(V_s)(0.00624)(RG)(OG-30)$
	ESC	=	Extra Strength Control Charges
	RB	=	\$0.445 per pound of BOD
	RS	=	\$0.212 per pound of suspended solids
	RG	=	\$0.201 per pound of oil and grease.

SECTION VI

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 of this ordinance.

ORDINANCE NO. _____ (CONT.)

SECTION VII

This ordinance shall be in full force and effect from and after its passage by the City Council and approval of the Mayor according to law.

PASSED by the City Council this _____ day of _____, 2022

MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this _____ day of _____, 2022

MAYOR

October 26, 2018

Honorable Mayor and City Council
City of Liberty
101 E. Kansas
P.O. Box 159
Liberty, Missouri 64069

CITY OF LIBERTY
WASTEWATER TREATMENT FACILITY
METALS EVALUATION

GENERAL

Wastewater treatment facilities are limited by the amount of metals they can affectively treat. Publicly owned treatment works (POTWs) treat wastewater from their community, which can include a combination of domestic, commercial, and industrial waste streams. If a community accepts wastewater from an industry that has metals in its effluent, a pretreatment agreement is required between the City and the industry to protect the POTW and the environment from hazardous or toxic wastes which may be discharged into the sewer system. To protect the POTW and the environment, limits must be placed based on any industry based on both Categorical Pretreatment Standards and treatment limitations of the POTW (headwork limitations).

Categorical Pretreatment Standards limit the pollutant discharges to POTWs from specific process wastewaters of particular industrial categories. Such industries are called Categorical Industrial Users. The standards are promulgated by EPA in accordance with Section 307 of the Clean Water Act and are designated in the Effluent Guidelines & Limitations [Parts 405-471]. These effluent limitations are specific to each type of industry and are determined based on the defined industrial category.

For establishment of headwork limitations, there are four major areas of concern.

1. Inhibition/Interferences. The introduction of toxic pollutants above certain concentrations can inhibit the biological processes occurring at the POTW and result in reduced treatment efficiency.

2. Pass-Through of Pollutants. Toxic pollutants are removed at various removal efficiencies. Levels in the effluent may cause adverse impacts on the receiving stream.
3. Sludge Contamination. Removal of certain pollutants (i.e. metals) in the POTW's processes results in contamination of the sludge. Criteria for land disposal of sludge is based largely on the concentration in the sludge of certain metals.
4. Exposure of Workers to Chemical Hazards. Certain industrial wastes can produce poisonous gases or can be highly acidic or caustic to POTW personnel.

The four areas listed above for headwork limitations will be examined for the City of Liberty to establish treatment limitations for various pollutants to protect the POTW and environment. The established headwork limitations will apply to the combined domestic, commercial, and industrial wastestream the POTW receives at its influent. These limitations will need to be divided between the POTW's users. In addition to the headwork limitation, Categorical Pretreatment Standards will need to apply to each specific industrial user based on the applicable EPA category.

POLLUTANTS OF CONCERN

Review of the lab results from the July 2018 effluent samples from the City of Liberty's POTW results in a list of pollutants which are known or suspected to be present (Table 1). Copies of the lab results are shown in Appendix A.

Table 1	
Contaminants Known or Suspected Present	
Cadmium	Zinc
Chromium (total)	Cyanide
Copper	Arsenic
Lead	Mercury
Nickel	Molybdenum
Silver	Selenium

The metals listed in Table 1 will be analyzed for the four areas of concern for headwork limits.

INHIBITION/INTERFERENCE

The biological processes of concern are activated sludge, nitrification and aerobic digestion. EPA guidance documents and available literature identify threshold concentrations of various toxic pollutants that could inhibit the activated sludge units and nitrification process. There are not documented inhibition limits on the aerobic digestion process. Table 2 presents concentrations at which inhibition has been observed for the activated sludge process and the nitrification process.

Table 2
Inhibitory Concentrations
Activated Sludge and Nitrification

Constituent	Activated Sludge Inhibition Threshold Levels	Nitrification Inhibition Threshold Levels
	mg/l	mg/l
Cadmium	1	5.2
Chromium (TOT)	1	0.25
Copper	1	0.05
Lead	0.1	0.5
Nickel	1	0.25
Silver	0.25	---
Zinc	0.08	0.08
Cyanide	0.1	0.34
Arsenic	0.1	1.5
Mercury	0.1	---
Molybdenum	---	---
Selenium	---	---

Source: U.S. EPA, 1987. "Guidance Manual on the Development and Implementation of Local Discharge Limitations Under the Pretreatment Program".

In the 1987 U.S. EPA publication, 0.08 mg/L was the lowest reported instance of zinc causing inhibition in Activated Sludge. However, in pilot data reported in the 1987 publication, the range of inhibition did not begin until 5 mg/L. Accordingly, further investigation was done into the inhibition level of zinc on Activated Sludge. In 2004, the U.S. EPA released the Local Limits Development Guidance Appendices. In Appendix G, Literature Inhibition Values, it is reported that the Activated Sludge Inhibition Threshold of

zinc actually occurs in the range of 0.3 - 5 mg/L, according to *Determining Maximum Influent Concentrations of Priority Pollutants for Treatment Plants*. Table 3 reflects the updated Activated Sludge Inhibition Threshold values for zinc.

Table 3
Inhibitory Concentrations
Activated Sludge and Nitrification

Constituent	Activated Sludge Inhibition Threshold Levels	Nitrification Inhibition Threshold Levels
	mg/l	mg/l
Cadmium	1	5.2
Chromium (TOT)	1	0.25
Copper	1	0.05
Lead	0.1	0.5
Nickel	1	0.25
Silver	0.25	---
Zinc	0.3	0.08
Cyanide	0.1	0.34
Arsenic	0.1	1.5
Mercury	0.1	---
Molybdenum	---	---
Selenium	---	---

Source: U.S. EPA, 2004. "Local Limits Development Guidance Appendices". Appendix G.

Tables 2 and 3 show that the EPA does not currently define a limit at which molybdenum or selenium would inhibit activated sludge and/or nitrification.

To determine the headwork limits to prevent inhibition, treatment prior to the process of concern must be examined. Primary treatment may remove some of the toxic pollutant prior to the activated sludge and nitrification processes. Sludge concentrations of toxics, particularly metals, are dependent upon the removal efficiencies in the primary and secondary processes. Table 4 presents expected removal efficiencies of various contaminants for primary and secondary treatment. Table 4 also presents combined removal efficiencies of primary treatment and activated sludge, which occur before nitrification, as well as combined removal efficiencies of the entire POTW.

Table 4
Priority Pollutant Removal Efficiency
Through Primary & Secondary Treatments

Constituent	Removal Efficiencies, %				
	Primary Treatment	Activated Sludge	Combined Pre-Nitrification	Nitrification	Combined POTW
Cadmium	15%	67%	72%	50%	86%
Chromium (TOT)	27%	82%	87%	72%	96%
Copper	22%	86%	89%	85%	98%
Lead	57%	61%	83%	52%	92%
Nickel	14%	42%	50%	17%	59%
Silver	20%	75%	80%	62%	92%
Zinc	27%	79%	85%	78%	97%
Cyanide	27%	69%	77%	66%	92%
Arsenic	0%	45%	45%	0%	45%
Mercury	10%	60%	64%	67%	88%
Molybdenum	0%	0%	0%	0%	0%
Selenium	0%	50%	50%	0%	50%

Nitrification and Activated Sludge

Headwork limitations for the tertiary treatment process (nitrification) can be calculated using the following formula:

$$C^* = \frac{C_i}{E_s}$$

where: C_i = Threshold inhibiting concentration (mg/l) (Table 3)
 C^* = Maximum allowable influent concentration (mg/l)
 E_s = Combined Primary and Secondary removal efficiency expressed in decimal form (Table 4)

Headwork limitations for the secondary treatment process (activated sludge) can be calculated using the following formula:

$$C^* = \frac{C_i}{E_P}$$

where: C_i = Threshold inhibiting concentration (mg/l) (Table 3)
 C^* = Maximum allowable influent concentration (mg/l)
 E_P = Primary removal efficiency expressed in decimal form (Table 4)

The results of the tertiary treatment headwork determination are presented in Table 5. The results of the secondary treatment headwork determination are presented in Table 6.

Table 5
Tertiary Treatment (Nitrification) Inhibition
Headwork Limitations

Constituent	Nitrification Inhibition Threshold Levels C_i, mg/l	Combined Pre- Nitrification Removal Efficiency E_s, %	Headwork Limits C^* Mg/l
Cadmium	5.2	72%	18.571
Chromium (TOT)	0.25	87%	1.923
Copper	0.05	89%	0.455
Lead	0.5	83%	2.941
Nickel	0.25	50%	0.500
Silver	---	80%	---
Zinc	0.08	85%	0.533
Cyanide	0.34	77%	1.478
Arsenic	1.50	45%	2.727
Mercury	---	64%	---
Molybdenum	---	0%	---
Selenium	---	50%	---

$$C^* = C_i / (1 - E_s)$$

Table 6
Secondary Treatment (Activated Sludge) Inhibition
Headwork Limitations

Constituent	Activated Sludge Inhibition Threshold Levels C_i, mg/l	Primary Removal Efficiency E_P, %	Headwork Limits C* Mg/l
Cadmium	1	15%	1.176
Chromium (TOT)	1	27%	1.370
Copper	1	22%	1.282
Lead	0.1	57%	0.233
Nickel	1	14%	1.163
Silver	0.25	20%	0.313
Zinc	0.3	27%	0.411
Cyanide	0.1	27%	0.137
Arsenic	0.1	0%	0.100
Mercury	0.1	10%	0.111
Molybdenum	---	0%	---
Selenium	---	0%	---

$$C^* = C_i / (1 - E_P)$$

PASS-THROUGH OF POLLUTANTS - WATER QUALITY LIMITATIONS

The Wastewater Treatment Facility discharges to the Shoal Creek which is a tributary to the Missouri River. The Shoal Creek is designated as a Class P Warm Water stream with Warm Water Aquatic Life and Human Health-Fish Consumption, Secondary Contact Recreation and Whole-Body Contact Recreation – Category B. All water bodies in the State of Missouri are protected by Missouri’s Water Quality Standard [10 CSR 20-7.031 (2)]. Missouri’s Water Quality Standard prohibits the discharge of pollutants in quantities that would be toxic or harmful to aquatic life. The Missouri Department of Natural Resources has interpreted this section of the regulations to mean that “acute” toxic levels cannot be created in the stream. U.S. EPA has established criteria for acute toxicity and these values are presented in Table 7.

The Missouri Department of Natural Resources may allow for a dilution with the river water in calculating the toxicity of the plant effluent. For conservative measures, the plant effluent alone will first be calculated to meet criteria for acute toxicity. Using the

combined removal efficiencies listed in Table 4, the headwork limits for protecting the Shoal Creek to Missouri's Water Quality Standard are presented in Table 7.

Table 7
Water Quality Limitations
Headwork Limitations

Constituent	Water Quality Criteria C_i, mg/l	POTW Removal Efficiency E_p, %	Headwork Limits C*, mg/l
Cadmium	0.0018	86%	0.013
Chromium (TOT)	0.016	96%	0.400
Copper	---**	98%	---
Lead	0.065	92%	0.813
Nickel	0.47	59%	1.146
Silver	0.0032	92%	0.040
Zinc	0.12	97%	4.000
Cyanide	0.022	92%	0.275
Arsenic	1.34	45%	2.436
Mercury	0.0014	88%	0.012
Molybdenum	---	0%	---
Selenium	---	50%	---

Note: Water quality criteria based on acute toxicity at 100 mg/l hardness.

$$C^* = C_i / (1 - E_p)$$

Source: EPA – National Recommended Water Quality Criteria – Aquatic Life Criteria

**Biotic Ligand Model Required to determine limit

It should be noted that Missouri's Water Quality Standard defaults to EPA values for Water Quality Criteria. Site specific limits for Shoal Creek could be requested from the Missouri Department of Natural Resources. Site specific limits should be less conservative than the default EPA values.

SLUDGE CONTAMINATION

The City of Liberty plans to apply its stabilized sludge to agricultural land in accordance with Missouri Department of Natural Resources regulations (as listed in their NPDES Permit Standard Conditions Part III – Sludge and Biosolids from Domestic and Industrial Wastewater Treatment Facilities). The City’s sludge would need to classify as “Class A or B” biosolids. The biosolids ceiling concentrations are listed in the City’s NPDES permit on page 4 of the Standard Conditions Part III and are shown below in Table 8. Table 8 lists the levels that each constituent cannot exceed for the City’s sludge protection.

Table 8
Sludge Contamination Limits
Headwork Limitations

Arsenic	75 mg/kg
Cadmium	85 mg/kg
Copper	4,300 mg/kg
Lead	840 mg/kg
Mercury	57 mg/kg
Molybdenum	75 mg/kg
Nickel	420 mg/kg
Selenium	100 mg/kg
Zinc	7,500 mg/kg

If the above levels are exceeded in the City’s sludge, the City would no longer meet the criteria for a Class A or B biosolids. The City of Liberty wishes to achieve Class A or B biosolids classification and therefore intends to limit the sludge contaminants to the levels shown above.

Assuming that the sludge into the digesters is 80% volatile and a 50% reduction in volatiles is achieved in the digester, 40% of solids would be removed. This would result in solids mass out of the digester being 60% of the solids mass entering the digester.

Headwork limitations were calculated based on limiting the influent concentrations to a level that would result in sludge contaminant below the Class A or B biosolids standards. Raw sludge quantity is estimated to be about 15,000 lbs./day based on information from the City of Liberty. Table 9 presents the headwork limitations for sludge contamination.

Table 9
Class II Sludge
Headwork Limitations

Constituent	Sludge Contamination	POTW Removal	Headwork Limits
	Limits C _s , mg/kg	Efficiency E _p , %	C* ppd
Cadmium	85	86%	45
Copper	4,300	98%	1986
Lead	840	92%	413
Nickel	420	59%	322
Zinc	7,500	97%	3499
Arsenic	75	45%	75
Mercury	57	88%	29
Molybdenum	75	0%	34
Selenium	100	50%	91

$$C^* = [Q_s \cdot C_s \cdot F / E_p] \times 8.34$$

where Q_s = Sludge Flow to Digesters 0.090443 mgd
F = Solids Reduction Factor 0.20

Source: EPA Local Limits Guidance: Pretreatment Program

WORKERS SAFETY

In addition to protecting the environment, the City of Liberty has an obligation to protect its employees. Certain compounds discharged in sufficient levels can be flammable, explosive, corrosive or create toxic conditions. A review of the pollutants identified as being present or suspected to be present did not identify organic compounds which may cause injury at sufficient concentrations.

HEADWORK LIMITATIONS SUMMARY

Table 10 lists a summary of various headwork limitations based on the criteria previously discussed.

Table 10
Headwork Limitations Summary

Constituent	Headwork Limits Nitrification mg/l	Headwork Limits Activated Sludge mg/l	Headwork Limits Water Quality Limitations mg/l	Headwork Limits Sludge Contamination ppd
Cadmium	18.571	1.176	0.013	45
Chromium(TOT)	1.923	1.370	0.400	---
Copper	0.455	1.282	---	1986
Lead	2.941	0.233	0.813	413
Nickel	0.500	1.163	1.146	322
Silver	---	0.313	0.040	---
Zinc	0.533	0.411	4.000	3499
Cyanide	1.478	0.137	0.275	---
Arsenic	2.727	0.100	2.436	75
Mercury	---	0.111	0.012	29
Molybdenum	---	---	---	34
Selenium	---	---	---	91

Because the Headwork Limits – Sludge Contamination Limits category was determined as loadings in ppd, the other categories have likewise been converted to loadings in ppd for comparison. To convert all of the Headwork Limits into loadings in ppd, an analysis of the facility's design was conducted. Currently, the facility is designed to receive a maximum daily flow of 15.3 mgd of combined industrial and domestic flow. The maximum flow was used to convert the concentrations into loadings because it results in the highest loading that would be received at the facility for each constituent. This will show if the sludge contamination limit would be exceeded for any constituent that is limited by a nitrification, activated sludge or water quality limitation at the facility's maximum flow. The last column of Table 11 lists the resulting most stringent limitation for each constituent as a loading.

Table 11
Headwork Limitations Summary

Constituent	Headwork Limits Nitrification ppd	Headwork Limits Activated Sludge ppd	Headwork Limits Water Quality Limitations ppd	Headwork Limits Sludge Contamination ppd	Most Stringent Limitation C _{Limit} ppd
Cadmium	2,370	150	1.641	45	1.641
Chromium(TOT)	245	175	51.04	---	51.04
Copper	58.00	164	---	1,986	58.00
Lead	375	29.67	104	413	29.67
Nickel	63.80	148	146	322	63.80
Silver	---	39.88	5.104	---	5.104
Zinc	68.05	52.44	510	3,499	52.44
Cyanide	189	17.48	35.09	---	17.48
Arsenic	348	12.76	311	75	12.76
Mercury	---	14.18	1.489	29	1.489
Molybdenum	---	---	---	34	34
Selenium	---	---	---	91	91

with: $Q_{\text{Total}} = 15.3 \text{ mgd}$

The values in Table 11 are used to determine limitations on industrial dischargers based on headwork limitations. Before an industrial discharger is allocated a portion of the headwork most stringent limitations, the domestic contribution must be identified. The domestic contribution can be determined from actual sampling or typical values from literature. The EPA produces literature to identify typical domestic contribution values. The EPA literature concentrations will be the assumed domestic contribution for all values. Table 12 presents typical domestic contributions assumed for this report.

Table 12
Typical Domestic Wastewater Levels

Constituent	Concentration, C_{Domestic} mg/l
Cadmium	0.003
Chromium (TOT)	0.050
Copper	0.061
Lead	0.049
Nickel	0.021
Silver	0.005
Zinc	0.060
Cyanide	0.041
Arsenic	0.003
Mercury	0.000
Molybdenum	---
Selenium	---

Source: U.S. EPA, 1987. "Guidance Manual on the Development and Implementation of Local Discharge Limitations Under the Pretreatment Program".

The total concentration (mg/l) of each constituent that can be treated at the plant is a combination of domestic and industrial flow. The resulting total concentration (mg/l) will be a blending of domestic and industrial flow, each of which contributes a different flow rate. Subsequently, the concentrations of the domestic and industrial flows must be weighted by the amount of flow each source contributes. To do this, concentration levels will be converted to pounds per day. Once the domestic contributions have been converted to loadings in pounds per day, the available industrial loading can be calculated by taking the difference of the most stringent plant loading and the domestic contribution. The equation to translate the domestic contribution from concentrations (mg/l) to loadings (ppd) is:

$$L^* = Q^* \times C^* \times (8.34 \text{ lbs/gal})$$

where L^* = Loading, ppd with: L_{Domestic}
 C^* = Concentration, mg/l with: C_{Domestic}
 Q^* = Flow, MGD with: $Q_{\text{Domestic}} = 5.1 \text{ mgd}$

The flow used to calculate the domestic contribution is the community's design ADW flow. This is because ADW flow is representative of the City's daily flow that does not include infiltration from rain events and does not include any large batch discharges from existing industries. Table 13 shows the resulting loadings for each constituent based on headwork limitations.

Table 13
Headwork Limitations Loadings Summary

Constituent	Most Stringent Headwork Limitation	Typical Domestic Contribution	Resulting Headwork Limit for Industrial Contribution
	ppd	ppd	ppd
Cadmium	1.641	0.128	1.513
Chromium(TOT)	51.04	2.127	48.91
Copper	58.00	2.595	55.41
Lead	29.67	2.084	27.59
Nickel	63.80	0.893	62.91
Silver	5.104	0.213	4.891
Zinc	52.44	2.552	49.89
Cyanide	17.48	1.744	15.74
Arsenic	12.76	0.128	12.63
Mercury	1.489	0.013	1.476
Molybdenum	34	---	34
Selenium	91	---	91

with: $Q_{\text{Domestic}} = 5.1 \text{ mgd}$

Table 13 reflects the conservatively recommended metal limits for the total industrial headwork loading limitations at the City of Liberty's POTW. As stated in the calculations above, site specific data for Water Quality Criteria could result in less stringent limits for Cadmium, Chromium(TOT), Silver and Mercury. The limitations listed in Table 13 are for the total combined industrial influent flow received at the City of Liberty's POTW, and would need to be divided between any potential industrial users.

The total combined industrial loading limits could be divided evenly between all industrial users by taking the total maximum permitted industrial flows and calculating a concentration based limit for each constituent.

EXISTING INDUSTRIES

The City of Liberty currently has three (3) Significant Industrial Users (SIUs) contributing to the domestic waste stream that is treated at the POTW. The SIUs and their corresponding maximum daily permitted flow are shown below in Table 14. Part F of each existing industry's pretreatment agreement form is included in Appendix A of this report. Part F indicates the maximum permitted process wastewater flow rate and the maximum permitted non-process wastewater flow rate. The process wastewater from each industry is the discharge of concern.

Table 14
Existing Significant Industrial User Flow

Significant Industrial User (SIU)	Maximum Daily Process Wastewater Flow (gpd)
New Liberty Hospital	125
Rock-Tenn Company (West Rock CP, LLC)	600
RR Donnelly Publishing (LSC Communications)	4,984
Total Existing Industrial Flow	5,709

Combined, the existing SIUs could contribute up to a total of 5,709 gpd or 0.00571 mgd if each industry was utilizing its maximum allotted daily flow. Accordingly, the City of Liberty would need to divide the maximum daily industrial loading of each constituent listed in Table 13 between the 0.00571 mgd total industrial flow to determine the limiting concentration for the SIUs. These industrial limits are shown below in Table 15.

Table 15
Industrial Headwork Limitation
For Existing Industries
During Wet Weather
Concentration (mg/l)

Constituent	Limit for Total Existing Industrial Contribution mg/l
Cadmium	32
Chromium(TOT)	1,027
Copper	1,164
Lead	579
Nickel	1,321
Silver	103
Zinc	1,048
Cyanide	330
Arsenic	265
Mercury	31
Molybdenum	713
Selenium	1,901

with: $Q_{\text{Industrial}} = 0.00571 \text{ mgd}$

The concentration limits above assume that all three (3) industries are discharging their maximum permitted daily flow and that the City's POTW is being utilized at its full 15.3 mgd capacity. This would contribute a significant amount of dilution for the industries, which is what would allow for the high concentrations listed in Table 15. A secondary scenario where the total domestic flow is at the existing ADW usage as opposed to the future ADW design and no other wet weather flow is present needs to be run to check for the industrial limits in Table 15. For this scenario, the total combined flow at the City's POTW is assumed to be 3.506 mgd with industrial flow contributing 0.00571 mgd and the current domestic population contributing 3.5 mgd, no additional wet weather flow would be present. The domestic flow's concentrations will be assumed to be the values present in Table 12. The calculated combined concentration of industrial and domestic flow in this scenario cannot exceed the headworks limiting concentrations listed in Table 10. Table 16 below shows the results of these calculations.

Table 16
Industrial Headwork Limitation
For Existing Industries
During Dry Weather
Concentration (mg/l)

Constituent	Most Stringent Headwork Limit Concentration (mg/l)	Domestic Contribution (mg/l)	Resulting Maximum Industrial Contribution (mg/l)
Cadmium	0.013	0.003	6.06
Chromium(TOT)	0.400	0.050	215
Copper	0.455	0.061	242
Lead	0.233	0.049	113
Nickel	0.500	0.021	294
Silver	0.040	0.005	21.5
Zinc	0.411	0.060	216
Cyanide	0.137	0.041	59.0
Arsenic	0.100	0.003	59.6
Mercury	0.012	0.0003	6.98
Molybdenum	---	---	713
Selenium	---	---	1901

with: $Q_{\text{Current Domestic}} = 3.5 \text{ mgd}$

with: $Q_{\text{Industrial}} = 0.00571 \text{ mgd}$

Since the City's POTW needs to be protected from the most stringent headwork limitation during both wet and dry weather events, the values listed in Table 16 would need to apply to the existing industries in lieu of the ones listed in Table 15.

FUTURE INDUSTRIES

If the City of Liberty plans to accept process wastewater from future industries, the ratio of domestic to industrial flow would increase during both dry and wet weather scenarios. Conservatively assuming the City contracts with additional industries in the future bringing the total combined industrial flow to 55,000 gpd or 0.055 MGD, the resulting maximum industrial contribution would change.

For this scenario, the total combined flow at the City's POTW is assumed to be 3.555 mgd with industrial flow contributing 0.055 mgd and domestic flow contributing 3.5 mgd, no additional wet weather flow would be present. As before, the domestic flow's concentrations will be assumed to be the values present in Table 12. The calculated combined concentration of industrial and domestic flow in this scenario cannot exceed the headworks limiting concentrations listed in Table 10. Table 17 below shows the results of these calculations.

Table 17
Industrial Headwork Limitation
For Projected Future Industries
During Dry Weather
Concentration (mg/l)

Constituent	Most Stringent Headwork Limit Concentration (mg/l)	Domestic Contribution (mg/l)	Resulting Maximum Industrial Contribution (mg/l)
Cadmium	0.013	0.003	0.64
Chromium(TOT)	0.400	0.050	22.7
Copper	0.455	0.061	25.5
Lead	0.233	0.049	11.9
Nickel	0.500	0.021	31.0
Silver	0.040	0.005	2.27
Zinc	0.411	0.060	22.7
Cyanide	0.137	0.041	6.25
Arsenic	0.100	0.003	6.27
Mercury	0.012	0.0003	0.74
Molybdenum	—	—	74
Selenium	—	—	197

with: $Q_{\text{Current Domestic}} = 3.5 \text{ mgd}$

with: $Q_{\text{Industrial}} = 0.055 \text{ mgd}$

Depending upon the City's domestic and industrial growth, the limits listed in either Table 16 or 17 could apply to all existing and potential future SIUs that would contribute wastewater to the City of Liberty's POTW. The three (3) existing industries do not fall under more restrictive EPA Categorical Pretreatment Standard Limits. Future industries, however, may be further limited by an EPA category. Accordingly, after potential industrial users are identified, in addition to the headwork limitation, Categorical Pretreatment Standards will need to apply to each specific industrial user based on the applicable EPA category.

RECOMMENDATIONS

Table 18 compares the most restricting limits shown in Tables 16 and 17 to the limits that the City of Liberty has listed in their current Sewer Ordinance.

Table 18
Industrial Headwork Limitation
Existing Ordinance vs Maximum Industrial Contribution

Constituent	Calculated Maximum Current Industrial Contribution (mg/l)	Calculated Maximum Future Industrial Contribution (mg/l)	Existing Ordinance Limiting Concentration (mg/l)
Cadmium	6.06	0.64	1.00
Chromium(TOT)	215	22.7	5.00
Copper	242	25.5	5.10
Lead	113	11.9	5.00
Nickel	294	31.0	20.00
Silver	21.5	2.27	5.00
Zinc	216	22.7	10.10
Cyanide	59.0	6.25	2.00
Arsenic	59.6	6.27	1.80
Mercury	6.98	0.74	0.05
Molybdenum	713	74	---
Selenium	1901	197	---

Honorable Mayor and City Council
City of Liberty
October 26, 2018
Page 20

Comparing the calculated limits of the current industries to the existing Sewer Ordinance shows that the existing Sewer Ordinance is conservative enough to protect the POTW. Comparing the calculated limits of the future industries to the existing Sewer Ordinance shows that the existing Sewer Ordinance is conservative enough to protect the POTW for all areas except for Cadmium and Silver. Because the projected future industries were calculated to allow for approximately ten (10) times the City's current industrial flow contribution, it is believed that the existing Sewer Ordinance is also conservative enough to protect the City's POTW from future industries.

Accordingly, it is recommended that the City leave the Industrial Limits as listed in their existing Sewer Ordinance and have them apply to all existing and future industries. It is also recommended that once the City of Liberty has identified potential future industrial users, additional EPA Categorical Pretreatment Standard limits be reviewed for each industry. Furthermore, if any potential future industrial users are identified, it is recommended that an analysis of each industry be completed to identify any additional constituents of concern not listed in Table 17.

VEENSTRA & KIMM, INC.



Olivia M. Patton

OMP
4743

APPENDIX A
EXISTING INDUSTRIAL USERS

MAKE ADDITIONAL COPIES OF THIS FORM FOR EACH OUTFALL

FACILITY NAME Liberty WWTP	PERMIT NO. MO- 0137111	OUTFALL NO. 001
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PART F – INDUSTRIAL USER DISCHARGES AND RCRA/CERCLA WASTES

Refer to the APPLICATION OVERVIEW to determine whether Part F applies to the treatment works.

19. GENERAL INFORMATION

19.1 Does the treatment works have, or is it subject to, an approved pretreatment program?

☒ Yes ☐ No

19.2 Number of Significant Industrial Users (SIUs) and Categorical Industrial Users (CIUs). Provide the number of each of the following types of industrial users that discharge to the treatment works:

Number of non-categorical SIUs **3**

Number of CIUs **0**

20. INDUSTRIES CONTRIBUTING MORE THAN 5 PERCENT OF THE ACTUAL FLOW TO THE FACILITY OR OTHER SIGNIFICANT INDUSTRIAL USERS INFORMATION

Supply the following information for each SIU. If more than one SIU discharges to the treatment works, provide the information requested for each. Submit additional pages as necessary.

NAME **New Liberty Hospital**

MAILING ADDRESS 2525 Glenn Hendren Drive	CITY Liberty	STATE MO	ZIP CODE 64068
--	------------------------	--------------------	--------------------------

20.1 Describe all of the industrial processes that affect or contribute to the SIU's discharge
Hospital services (dialysis, labs). Boiler cleaning and cooling towers.

20.2 Describe all of the principle processes and raw materials that affect or contribute to the SIU's discharge.

Principal Product(s): **Hospital Care (Main contribution to sewer system is domestic water).**

Raw Material(s): **Boilers: (Nalco 1720 - sulfite), NexGuard 23310 (corrosion and scale inhibitor); Cooling towers: Nalco 7330 (Biocide), StabRex st70 (Bromine), Trasar 3dT465 (corrosion and scale inhibitor).**

20.3 Flow Rate

a. **PROCESS WASTEWATER FLOW RATE.** Indicate the average daily volume of process wastewater discharged into the collection system in gallons per day, or gpd, and whether the discharge is continuous or intermittent.
125 gpd ☐ Continuous ☒ Intermittent

b. **NON-PROCESS WASTEWATER FLOW RATE.** Indicate the average daily volume of non-process wastewater discharged into the collection system in gallons per day, or gpd, and whether the discharge is continuous or intermittent.
63537 gpd ☒ Continuous ☐ Intermittent

20.4 Pretreatment Standards. Indicate whether the SIU is subject to the following:

a. Local Limits ☒ Yes ☐ No

b. Categorical Pretreatment Standards ☐ Yes ☒ No

If subject to categorical pretreatment standards, which category and subcategory?

20.5 Problems at the treatment works attributed to waste discharged by the SIU. Has the SIU caused or contributed to any problems (e.g., upsets, interference) at the treatment works in the past three years?

☐ Yes ☒ No

If Yes, describe each episode

MAKE ADDITIONAL COPIES OF THIS FORM FOR EACH OUTFALL			
FACILITY NAME Liberty WWTP	PERMIT NO. MO- 0137111	OUTFALL NO. 001	
PART F – INDUSTRIAL USER DISCHARGES AND RCRA/CERCLA WASTES			
Refer to the APPLICATION OVERVIEW to determine whether Part F applies to the treatment works.			
19. GENERAL INFORMATION			
19.1 Does the treatment works have, or is it subject to, an approved pretreatment program? ☒ Yes ☐ No			
19.2 Number of Significant Industrial Users (SIUs) and Categorical Industrial Users (CIUs). Provide the number of each of the following types of industrial users that discharge to the treatment works: Number of non-categorical SIUs - 3 Number of CIUs - 0			
20. INDUSTRIES CONTRIBUTING MORE THAN 5 PERCENT OF THE ACTUAL FLOW TO THE FACILITY OR OTHER SIGNIFICANT INDUSTRIAL USERS INFORMATION			
Supply the following information for each SIU. If more than one SIU discharges to the treatment works, provide the information requested for each. Submit additional pages as necessary.			
NAME LSC Communications			
MAILING ADDRESS 3401 Heartland Drive	CITY Liberty	STATE MO	ZIP CODE 64068
20.1 Describe all of the industrial processes that affect or contribute to the SIU's discharge Printing, plate-making and binding.			
20.2 Describe all of the principle processes and raw materials that affect or contribute to the SIU's discharge. Principal Product(s): Commercial printing and binding of magazines and direct mail pieces. Raw Material(s): alkali and caustic wastes, inks, ethers (glycol ethers), copper containing wastes, organic solvents, thinners.			
20.3 Flow Rate a. PROCESS WASTEWATER FLOW RATE. Indicate the average daily volume of process wastewater discharged into the collection system in gallons per day, or gpd, and whether the discharge is continuous or intermittent. 4984 gpd ☒ Continuous ☐ Intermittent b. NON-PROCESS WASTEWATER FLOW RATE. Indicate the average daily volume of non-process wastewater discharged into the collection system in gallons per day, or gpd, and whether the discharge is continuous or intermittent. 1750 gpd ☒ Continuous ☐ Intermittent			
20.4 Pretreatment Standards. Indicate whether the SIU is subject to the following: a. Local Limits ☒ Yes ☐ No b. Categorical Pretreatment Standards ☐ Yes ☒ No If subject to categorical pretreatment standards, which category and subcategory?			
20.5 Problems at the treatment works attributed to waste discharged by the SIU. Has the SIU caused or contributed to any problems (e.g., upsets, interference) at the treatment works in the past three years? ☐ Yes ☒ No If Yes, describe each episode			

MAKE ADDITIONAL COPIES OF THIS FORM FOR EACH OUTFALL

FACILITY NAME Liberty WWTP	PERMIT NO. MO- 0137111	OUTFALL NO. 001
--------------------------------------	----------------------------------	---------------------------

PART F – INDUSTRIAL USER DISCHARGES AND RCRA/CERCLA WASTES

Refer to the APPLICATION OVERVIEW to determine whether Part F applies to the treatment works.

19. GENERAL INFORMATION

19.1 Does the treatment works have, or is it subject to, an approved pretreatment program?
☒ Yes ☐ No

19.2 Number of Significant Industrial Users (SIUs) and Categorical Industrial Users (CIUs). Provide the number of each of the following types of industrial users that discharge to the treatment works:

Number of non-categorical SIUs 3Number of CIUs 0**20. INDUSTRIES CONTRIBUTING MORE THAN 5 PERCENT OF THE ACTUAL FLOW TO THE FACILITY OR OTHER SIGNIFICANT INDUSTRIAL USERS INFORMATION**

Supply the following information for each SIU. If more than one SIU discharges to the treatment works, provide the information requested for each. Submit additional pages as necessary.

NAME West Rock CP, LLC			
MAILING ADDRESS 933 S. Kent Street	CITY Liberty	STATE MO	ZIP CODE 64068

20.1 Describe all of the industrial processes that affect or contribute to the SIU's discharge
Boiler Blow-down cleaning.

20.2 Describe all of the principle processes and raw materials that affect or contribute to the SIU's discharge.

Principal Product(s): **Corrugated Sheets & Corrugated Boxes**Raw Material(s): **Mix of hydrated starch, water & caustic. Water based flexo graphic inks, coatings & adhesives.****20.3 Flow Rate**

a. PROCESS WASTEWATER FLOW RATE. Indicate the average daily volume of process wastewater discharged into the collection system in gallons per day, or gpd, and whether the discharge is continuous or intermittent.
600 gpd ☐ Continuous ☒ Intermittent

b. NON-PROCESS WASTEWATER FLOW RATE. Indicate the average daily volume of non-process wastewater discharged into the collection system in gallons per day, or gpd, and whether the discharge is continuous or intermittent.
1238 gpd ☒ Continuous ☐ Intermittent

20.4 Pretreatment Standards. Indicate whether the SIU is subject to the following:

a. Local Limits ☒ Yes ☐ No

b. Categorical Pretreatment Standards ☐ Yes ☒ No

If subject to categorical pretreatment standards, which category and subcategory?

20.5 Problems at the treatment works attributed to waste discharged by the SIU. Has the SIU caused or contributed to any problems (e.g., upsets, interference) at the treatment works in the past three years?

☐ Yes ☐ No

If Yes, describe each episode



CITY COUNCIL ACTION REPORT

Meeting Date: September 26, 2022

A/R No.: 2022-210

Department: Public Works

Submitted By: John Findlay, City Engineer

Subject: ORDINANCE ACCEPTING A COVENANT TO MAINTAIN STORM WATER MANAGEMENT SYSTEM AND PUBLIC STORM WATER DETENTION FACILITIES EASEMENT FOR COMMERCE BANK

Summary:

- The Commerce Bank development has elected to construct a storm water detention Best Management Practice (BMP) to address storm water requirements.
- A public storm water detention facilities easement is required over the facility to allow for construction and maintenance in the future.
- City Council acceptance of an ordinance for a storm water detention facilities easement associated with the Commerce Bank development project.
- The City of Liberty has a permit from the Missouri Department of Natural Resources regulating the discharge of storm water.
- Per this permit, an agreement between the City and property owner to designate maintenance activities on storm water water facilities is required.
- Acceptance of the Covenant to Maintain Storm Water Management System for the Commerce Bank development is recommended in response to this requirement.

Background:

As part of addressing storm water requirements on the Commerce Bank development project, the developer has elected to construct a storm water detention BMP. To ensure the facility is constructed and maintained in the future, dedication of a public storm water facilities easement easement is required. The storm water detention facilities easement document is executed by the current property owner, Commerce Bank. City Council acceptance is required prior to recording the easement.

To facilitate the Commerce Bank commercial development located at 1 Liberty Bell Circle, storm water quality facilities were constructed on the property. Per the City of Liberty's storm water discharge permit from the Missouri Department of Natural Resources, an agreement between the City and post-development landowner(s) is required to designate the responsible party(ies) and the type/frequency of maintenance activities for continued performance of storm water detention and storm water quality facilities. In response to the requirement, the Covenant to Maintain Storm Water Management System associated with the Commerce Bank development is executed by the property owner. This covenant is the City's standard requirement where storm water detention and storm water quality facilities are required. City Council acceptance is required to authorize the City Public Works Director to execute it prior to recording the covenant document.

Staff recommends approval of an ordinance accepting a public storm water detention

facilities easement and the storm water maintenance covenant for the Commerce Bank development project in order to facilitate the recording of the documents at the Clay County Recorder of Deeds.

Previous Action (if applicable):

N/A

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item:	Amount:
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. 2022-210 Accept Storm Cov Storm Fac Ease Commerce Bank
2. Commerce Storm Maint Covenant
3. Commerce Storm Facilities Easement

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A COVENANT TO MAINTAIN STORM WATER
MANAGEMENT SYSTEM AND PUBLIC STORM DETENTION
FACILITIES EASEMENT FOR COMMERCE BANK

BE IT ORDAINED by the City Council of the City of Liberty, Clay County, Missouri,
as follows:

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby accepts from
COMMERCE BANK, A MISSOURI BANK AND TRUST COMPANY, a public easement for
storm water detention facilities. A copy of said public easement is attached hereto and made
a part hereof as though more fully set out herein.

SECTION II

The City Council of the City of Liberty, Clay County, Missouri, hereby accepts from
COMMERCE BANK, A MISSOURI BANK AND TRUST COMPANY, a covenant to maintain
storm water management system. A copy of said covenant is attached hereto and made a
part hereof as though more fully set out herein.

SECTION III

The City Council of the City of Liberty, Clay County, Missouri, hereby directs said
public easement and covenant to be filed with this ordinance after being recorded with the
Office of the Recorder of Deeds of Clay County, Missouri.

SECTION IV

This Ordinance shall be in full force and effect from and after its passage by the City
Council and approval by the Mayor according to law.

PASSED by the City Council this _____ day of _____, 2022.

MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this _____ day of _____, 2022.

MAYOR

**COVENANT TO MAINTAIN STORM WATER MANAGEMENT SYSTEM
LOT SPLIT OF LANDMARK CENTER TRACTS 3A & 3B**

THIS COVENANT made and entered into this 26TH day of SEPTEMBER, 2022, by and between Liberty, Missouri, a special chartered Municipal corporation (**City/Grantee**), and of Commerce Bank, a Missouri bank and trust company (**Owner/Grantor**).

WHEREAS, Owner has an interest in certain real estate generally located at 1 Liberty Bell Circle, NE Corner of 291 Hwy & Kansas St., in Liberty, of Clay County, Missouri, (**Property**) more specifically described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Owner intends to cause the Property to be recorded as Lot Split of Landmark Center Tracts 3A & 3B, (**Lot Split**), in accordance with Chapter 30, Code of Ordinances of the City of Liberty, Missouri; and

WHEREAS, Owner intends to subdivide the Property and create pursuant to the Lot Split two separate tracts, Tract 3A and Tract 3B as shown on Exhibit "B" attached hereto; and

WHEREAS, the improvements proposed by Owner on the Property warrant storm water control to serve Tract 3A and Tract 3B, and require preservation and maintenance of storm water management facilities to be located within a stormwater detention easement solely on Tract 3A, in order to ensure continuous and perpetual operation and effectiveness in controlling storm water runoff rates, volumes, and quality; and

WHEREAS, the City and Owner agree that it is in the public interest to install the storm water management system for the benefit of the Property and surrounding areas; and

WHEREAS, the provisions for the maintenance of the storm water management system is necessary to serve the development;

NOW, THEREFORE, Owner and City, for and in consideration of the benefits to themselves, their assigns and future grantees do hereby agree as follows:

Sec. 1. Owner at its sole cost shall:

- a. Be responsible for the perpetual preservation, maintenance, repair and replacement, if necessary, of the storm water management system and appurtenances (**Facilities**)

located on Tract 3A. Storm water detention facilities shall be maintained in accordance with the maintenance requirements attached as Exhibit "C"

- i. Owner must evaluate the maintenance plan for effectiveness at least annually and revise as necessary.
 - ii. A detailed, written log of all preventative and corrective maintenance performed at the Facilities must be kept, including a record of all inspections and copies of maintenance-related work orders.
 - iii. Owner must retain and, upon request, make available the maintenance plan and associated logs and other records for review by the City.
-
- b. Maintain the pipes, structures, grounds, and appurtenances for the Facilities located on Tract 3A per the maintenance schedule outlined on the attached Exhibit "C".
 - c. Keep the pipes, structures and appurtenances open and free of silt and vegetation.
 - d. Keep the pipes, structures and appurtenances in good working condition or replace same if necessary.
 - e. Mow the grass area around the Facilities on Tract 3A.
 - f. Maintain the grades around the Facilities on Tract 3A pursuant to the approved plan on file with the Planning & Development Department and identified as File No 22-31FDP.
 - g. Obtain all necessary improvement and repair permits prior to performing any work on the Facilities.

Sec. 2. City is granted the right but is not obligated to enter upon Tract 3A in order to maintain the Facilities including the pipes, structures, grounds, and appurtenances, if Owner fails to maintain same. In the event that the City does provide maintenance for the facilities, then City may:

- a. Charge the costs for such maintenance against Owner;
- b. Assess a lien on Tract 3A and Tract 3B; and
- c. Maintain suit against Owner for all costs incurred by the City for such maintenance.

Unless necessitated by a threat to life and/or safety, City shall notify Owner not less than thirty (30) days before it begins maintenance of the Facilities. In exercise of its rights hereunder, City shall use then existing streets, roads, driveways, and lanes whenever practicable; repair and restore to the previously existing surface on each entry; and pay for damage, if any, to growing crops, fences, surface of land, or personal property on each entry.

Sec. 3. Owner shall not use, nor attempt to use, in any manner which would interfere with the operation of the Facilities, in such manner as would interfere with the proper, safe, and continuous maintenance and use thereof, and, in particular, shall not build, thereon or thereover, any structure which may interfere, or cause to interfere, with the maintenance and use thereof.

Sec. 4. This covenant shall run with the land legally described in Exhibit "A." Owner, and each successive owner hereafter, shall remain liable under the terms of this Covenant for costs and expenses which accrue during its respective period of ownership.

Sec. 5. Notices. All notices required by this Covenant shall be in writing sent by regular United States mail, postage prepaid, commercial overnight courier or facsimile and addressed as hereinafter specified. Each party shall have the right to specify that notice be addressed to any other address by giving the other party ten (10) days' notice thereof. Unless a party to this Agreement has given ten (10) days' notice of a change of person and address for purposes of notice under this Agreement to the other party in writing, notices shall be directed to the following:

Notices to the City:
Director of Public Works
City Hall, 101 East Kansas Street
Liberty, Missouri 64068

Notices to Owner shall be addressed to:
Commerce Bank
8000 Forsyth Blvd., Suite 1300
St. Louis, MO 63105
Attn: Corporate Real Estate Dept.

Sec. 6. This Agreement shall not be amended, modified, canceled or abrogated without the prior written consent of the City and the Owner.

Sec. 7. Invalidity of any part or parts of this Covenant by judgment or other court action shall in no way affect any of the other provisions, which shall remain in full force and effect.

Sec. 8. This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri.

Sec. 9. Upon the effective date of this Covenant, the City shall file this Covenant in the Office for recording real estate documents in Clay County, Missouri, and shall be binding on Owner, its successors, assigns and transferees.

Sec. 10. Owner shall jointly and severally release, hold harmless, indemnify and defend City and its agents, officers and employees from any and all responsibility, liability, loss, damage or expense resulting to Owner, or to any person or property caused by or incidental as to the design, function, construction, maintenance or failure to maintain the storm water management system.

ATTESTATION BY CITY CLERK:

LIBERTY, MISSOURI

City Clerk

By: _____
Director of Public Works

STATE OF MISSOURI)
) SS
COUNTY OF _____)

BE IT REMEMBERED that on this ____ day of _____, 2____, before me, the undersigned, a notary public in and for the county and state aforesaid, came _____, Director of Public Works, of Liberty, Missouri, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and _____, _____ of Liberty, Missouri, who are personally known to me to be the same persons who executed, as officials, the within instrument on behalf of Liberty, Missouri, and such persons duly acknowledge the execution of the same to be the act and deed of said Liberty, Missouri.

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

Notary Public

My Commission Expires: _____



OWNER

Commerce Bank, a Missouri bank and trust company

I hereby certify that I have authority to execute this document on behalf of Owner.

By: Brent Hall

Title: VP - Corp. RE

Date: 8-26-22

Check one:

() Sole Proprietor

() Partnership

() Corporation

() Limited Liability Company (LLC)

(X) Missouri bank and trust company

Attach corporate seal if applicable

STATE OF Missouri)
) SS
COUNTY OF Jackson)

BE IT REMEMBERED, that on the 26th day of August, 2022, before me, the undersigned notary public in and for the county and state aforesaid, came Brent Hall, to me personally known, who being by me duly sworn did say that he is the Vice President of Commerce Bank, a Missouri bank and trust company, and that said instrument was signed on behalf of said company by authority of its Board of Directors and acknowledged said instrument to be the free act and deed of said company.

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

[Signature]
Notary Public

My commission expires: 07/20/2025

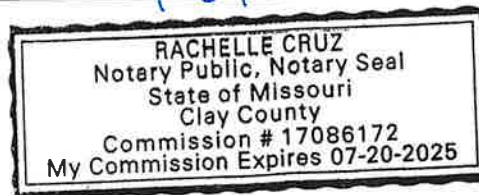


EXHIBIT "A"

Tract 3A

Part of Tract 3, LANDMARK CENTER TRACTS 2,3,&5, a subdivision of land in the Northeast Quarter of Section 12 Township 51 North, Range 32 West of the 5th Principal Meridian in Liberty, Clay County, Missouri recorded as Instrument Number C85599 in Book 15 at Page 53 in the Clay County Recorder of Deeds Office being bounded and described by or under the direct supervision of Jason S Roudebush, P.L.S. 2002014092, as follows: Beginning at the Southeast corner of said Tract 3 also being a point on the South line of said Northeast Quarter also being the existing Northerly right-of-way line of Missouri State Highway 152 as now established also being the Southwest corner of Tract 4, LANDMARK CENTER TRACT 4, a subdivision of land in said Liberty recorded as Instrument Number C82512 in Book 15 at Page 38 in said Clay County Recorder of Deeds Office; thence North 89°59'57" West on said South line and said existing Northerly right-of-way line and the South line of said Tract 3, a distance of 210.50 feet; thence leaving said South lines and said existing Northerly right-of-way line North 55°23'09" East, 107.22 feet; thence North 21°39'29" East, 128.13 feet; thence North 16°21'09" West, 70.99 feet; thence North 40°31'03" West, 90.47 feet; thence North 55°07'18" East, 144.01 feet to a point on the Northerly line of said Tract 3 also being a point on the existing Southerly right-of-way line of Landmark Ave as established by said LANDMARK CENTER TRACTS 2,3,&5; thence Southeasterly on said Northerly line and said existing Southerly right-of-way line along a curve to the left having an initial tangent bearing of South 47°41'51" East with a radius of 310.00 feet, a central angle of 33°48'30" and an arc distance of 182.92 feet to a point on the Easterly line of said Tract 3 also being a point on the Westerly line of Tract 5 of said LANDMARK CENTER TRACTS 2,3,&5; thence South 21°34'10" West on said Easterly line also being said Westerly line and the Westerly line of said Tract 4, a distance of 346.16 feet to the Point of Beginning. Containing 66,423 square feet or 1.52 acres, more or less.

Tract 3B

Part of Tract 3, LANDMARK CENTER TRACTS 2,3,&5, a subdivision of land in the Northeast Quarter of Section 12 Township 51 North, Range 32 West of the 5th Principal Meridian in Liberty, Clay County, Missouri recorded as Instrument Number C85599 in Book 15 at Page 53 in the Clay County Recorder of Deeds Office being bounded and described by or under the direct supervision of Jason S Roudebush, P.L.S. 2002014092, as follows: Beginning at the Westernmost Southwest corner of said Tract 3 also being a point on the Southerly line of Tract 1, LANDMARK CENTER TRACT 1, a subdivision of land in said Liberty recorded as Instrument Number C82511 in Book 15 at Page 37 in said Clay County Recorder of Deeds Office also being a point on the existing Northeasterly right-of-way line of Missouri State Highway 291 as now established; thence North 55°07'18" East on said Southerly line also being the Northerly line of said Tract 3 and the Southerly line of Tract 2 of said LANDMARK CENTER TRACTS 2,3,&5, a distance of 367.57 feet to a point on the existing Southerly right-of-way line established by said LANDMARK CENTER TRACTS 2,3,&5; thence leaving said Southerly lines Southeasterly on said Northerly line also being said existing Southerly right-of-way line along a curve to the left having an initial tangent bearing of South 43°30'38" East with a radius of 310.00 feet, a central angle of 04°11'13" and an arc distance of 22.65 feet; thence leaving said Northerly line and said existing Southerly right-of-way line, South 55°07'18" West, a distance of 144.01 feet; thence South 40°31'03" East, 90.47 feet; thence South 16°21'09" East, 70.99 feet; thence South 21°39'29" West, 128.13 feet; thence South 55°23'09" West, 107.22 feet to a point on said existing Northeasterly right-of-way line of Missouri State Highway 291 also being a point on the Westerly line of said Tract 3; thence North 34°52'42" West on said existing Northeasterly right-of-way line also being said Westerly line, 249.76 feet to the Point of Beginning. Containing 55,629 square feet or 1.28 acres, more or less.

EXHIBIT “B”

TRACT 3A DESCRIPTION:

LANCASHIRE CENTER TRACTS 3A & 3B

NW 1/4 NE 1/4 SW 1/4 SE 1/4

12

LOCATION MAP
SEC 12, T31 N, R32 W
(N.T.S.)

TRACT 29 DESCRIPTION:

PLAT DEDICATION:

THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND HAVE CAUSED THE SAME TO BE SUBMITTED IN THE MANNER AS SHOWN ON THE ACCOMPANYING PLAT, WHICH SUBDIVISION AND PLAT SHALL HEREAFTER BE

UNIVERSITY CENTER TRACTS 3A & 3B

SURVEYORS NOTES:

1. PROPERTY INFORMATION REFERENCING THIS SURVEY WAS TAKEN FROM THE COMMITMENT FOR TITLE INSURANCE REPORT, ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. NCS-1107686B-KCTY, EFFECTIVE FEBRUARY 8, 2022 AT 8:00 A.M.

NOTE: THE SURVEYOR WAS MADE NO SEARCH AT THE COUNTY REGISTER OF DEEDS OFFICE OR SEARCHED COURT DOCUMENTS FOR EASEMENTS, VACATIONS, RIGHT-OF-WAY ACQUISITIONS, CONCURRENCES, COURT DECREES OR ENCUMBRANCES THAT MAY AFFECT THIS PROPERTY. THE ATTORNEYS/AGENTS/REALTORS/SHOWN HEREON, BY ANY, ARE ADVISED ENTIRELY UPON THE TITLE REPORT, COMMITMENT, OR OWNERSHIP AND ENCUMBRANCE REPORT CITED ABOVE, BY DOCUMENTS FOUND IN THIS FIRM'S POSSESSION, DOCUMENTS OBTAINED FROM OTHER SOURCES, OR OTHER INFORMATION THAT PROMPTED A SPECIFICATION OF SUCH DOCUMENTS. THE SURVEYOR'S ENCUMBRANCE REPORT DOES NOT GUARANTEE THE ACCURACY OF ANY INFORMATION PROVIDED BY ANY PARTY. THE SURVEYOR'S ENCUMBRANCE REPORT DOES NOT SHOW ANY ENCUMBRANCES THAT MAY AFFECT THIS PROPERTY. THE SURVEYOR'S ENCUMBRANCE REPORT DOES NOT SHOW ANY ENCUMBRANCES THAT MAY AFFECT THIS PROPERTY. THE SURVEYOR'S ENCUMBRANCE REPORT DOES NOT SHOW ANY ENCUMBRANCES THAT MAY AFFECT THIS PROPERTY.

2. BEARINGS USED HEREON ARE BASED ON THE MISSOURI STATE PLANE COORDINATE SYSTEM, NAD 1983, WEST ZONE.

3. IMPROVEMENTS AND VISIBILITY UTILITIES WERE PROVIDED BY PERSPECTIVE ARCHITECTURE.

IN WITNESS WHEREOF.

COMMERCE BANK, N.A., A MISSOURI CORPORATION LICENSED TO DO BUSINESS IN THE STATE OF MISSOURI, HAS CALLED THREE BONDS TO BE EXEMPTED THIS DAY OF 2022.

COMMERCE BANK, N.A.

NAME _____ TITLE _____
STATE OF _____ SS: _____

IN WITNESS WHEREOF.

I HAVE HEREINTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL IN THE DATE HEREIN LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES:

LIBRARY

[illegible]

PERSPECTIVE ARCHITECTURE + DESIGN LLC
2000 SHAWNEE MISSION PKWY STE 100
MISSION WOODS, KS 66205

THE BAY AND SURVEY OF LANDMAKING, CONTEMPORARIES 24, & 25, WERE DECIDED BY GLENN, 1201 BURLINGTON STREET #100N, NORMAN, KANSAS CITY, MISSOURI 64114.

APPROVED BY THE DIRECTOR OF PLANNING AND DEVELOPMENT, UNDER THE AUTHORITY OF
CITY OF LIBERTY.

CATHERINE SHARP
MANAGING AND DEVELOPMENT DIRECTOR

OLSSON, MO CILS 368
JASON S. ROUDEBUSH, MD PLS 200201409Z
MARCH 14, 2022
BROUDEBUSH@OLSSON.COM

SHEET
1 of 1

UOSSIO

DATE OF SURVEY	2024
REPORTED BY	401031
APPROVED BY	5.5.8
APPROVED NO.	2024
DATE	07-10-2024
FILE NUMBER	17-03-1000027-202403

[illegible]

LEGEND	
○	FIND MONUMENT
●	SET MONUMENT
	E.E. POWER EASEMENT
	S.E. SANITARY SEWER EASEMENT
	D.E. STORM DRAINAGE EASEMENT
	U.E. UTILITY EASEMENT

EXHIBIT "C"

Required Action	Maintenance Objective	Frequency of Action
Debris and Litter Removal	Removal of debris and litter from the basin area to minimize outlet clogging and improve aesthetics	Quarterly
Repairing Erosion	If erosional channels occur due to lack of vegetation and large rainfall events, the area shall be re-graded to fill in the channels and new vegetation shall be established	Annually
Inspection of Outlet	Primary basin outfall structure. Inspection of the openings to ensure are free of debris and functioning properly.	Quarterly
Basin Vegetation Maintenance	Inspect embankments of basin for nuisance vegetation requiring removal.	Semi-Annually – during planting seasons.
Removal of Sediment	Inspect basin for clogging of pervious pavement bottom to ensure the basin has enough volume to handle water quality rainfall events and function as designed	Annually

Detention Inspection Form

Date of Inspection:		Inspector Name:	
Type of Inspection: ☒ Quarterly ☐ Semi-Annually ☐ Annually			
Inspection Item	Comments	Action Needed	
<u>Debris & Litter</u>			
Debris & litter accumulated?	☐ YES ☐ NO	☐ YES ☐ NO	
<u>Erosion</u>			
Erosion in embankments?	☐ YES ☐ NO	☐ YES ☐ NO	
Rodent holes present?	☐ YES ☐ NO	☐ YES ☐ NO	
<u>Outlet Structure</u>			
Outlet clogged?	☐ YES ☐ NO	☐ YES ☐ NO	
Outlet damaged?	☐ YES ☐ NO	☐ YES ☐ NO	
<u>Vegetation</u>			
Invasive vegetation present?	☐ YES ☐ NO	☐ YES ☐ NO	
<u>Sedimentation</u>			
Sediment accumulation present?	☐ YES ☐ NO	☐ YES ☐ NO	
Additional Comments:			

EASEMENT FOR STORM WATER DETENTION FACILITIES

COMMERCE BANK
SEC 12 T 51 N R 32 W

THIS AGREEMENT, made this 26th day of August, 2022 by and between: COMMERCE BANK, A MISSOURI BANK AND TRUST COMPANY, **GRANTOR**, and THE MAYOR, CITY COUNCILMEN AND THE CITIZENS OF THE CITY OF LIBERTY, A MUNICIPAL CORPORATION OF THE STATE OF MISSOURI, **GRANTEE**, **GRANTEE'S mailing address 101 E. Kansas Street, Liberty, MO 64068**

WITNESSETH, that the **GRANTOR**, for and in consideration of \$1.00 and other valuable consideration received, and the advantages to be gained from the existence of such storm water detention facilities, and appurtenances thereon, does hereby grant unto the **GRANTEE**, a permanent easement and license to locate, construct, reconstruct, maintain, remove, operate, replace and repair and to authorize the location, construction, reconstruction, maintenance, and repair of the area of land, and any and all appurtenances incident thereto over, upon, under and through the following described tract of land lying, being and situated in said City of Liberty, Clay County, Missouri, to-wit:

Part of Tract 3, LANDMARK CENTER TRACTS 2,3&5, a subdivision of land in the Northeast Quarter of Section 12, Township 51 North, Range 32 West of the 5th Principal Meridian in Liberty, Clay County, Missouri recorded as Instrument Number C85599 in Book 15 at Page 53 in the Clay County Recorder of Deeds Office being bounded and described by or under the direct supervision of Jeffrey P. Means P.L.S. 2000147866, as a Storm Detention Facility Easement as follows: Commencing at the Southeast corner of said Tract 3, also being a point on the South line of said Northeast Quarter, also being the Existing Northerly right-of-way line of Missouri State Highway No. 152, as displayed on said LANDMARK CENTER TRACTS 2,3&5, also being the Southwest corner of Tract 4, LANDMARK CENTER TRACT 4, a subdivision of land in said Liberty recorded as Instrument Number C82512 in Book 15 at Page 38 in said Clay County Recorder of Deeds Office; thence North 89°59'57" West, on said South line, and said Existing Northerly right-of-way line, and South line of said Tract 3, a distance of 38.11 feet to the Point of Beginning of the tract of land to be herein described; thence continuing North 89°59'57" West, on said South lines and said Existing Northerly right-of-way line, 172.39 feet; thence leaving said South lines and said Existing Northerly right-of-way line, North 55°23'09" East, 95.62 feet; thence South 68°15'09" East, 100.87 feet; thence South 00°00'03" West, 16.95 feet to the Point of Beginning. Containing 5,476 square feet or 0.13 acres, more or less.

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances, and immunities thereto belonging unto the GRANTEE, its successors and assigns, the GRANTOR hereby covenanting unto the GRANTEE, its successors and assigns, as follows:

1. Said easement tract will be kept free from buildings and any other structures or obstructions which will interfere with the **GRANTEE** in excavating upon said land for the purpose of constructing, reconstructing, operating, repairing, replacing, and maintaining such area of land and all appurtenances; and no excavation or fill shall be made other than required maintenance by the **GRANTOR**, and no other operations of any kind or nature shall be performed or authorized by the **GRANTOR** to be performed which will inhibit the proper operation of the storm water detention facilities and all appurtenances thereon.

2. The right of **GRANTEE**, its agents, servants, employees, or independent contractors to go upon said land at any time to excavate or perform other operations for the purpose of constructing, reconstructing, operating, removing, replacing, repairing, or maintaining said storm water detention facilities and all appurtenances incidental thereto.

3. The **GRANTEE**, its successors and assigns, shall be kept free of all claims for damages to trees, shrubs, and all other things on said described area by reason of the rights herein conveyed by **GRANTOR**, and the **GRANTOR** does hereby covenant with the **GRANTEE** that **GRANTOR** is lawfully seized and possessed of the land above described, and a good and lawful right to convey the same, that it is free from all encumbrances done or suffered by **GRANTOR** which would interfere with the rights granted hereunder, and that **GRANTOR** will forever warrant and defend the title thereto against the lawful claims of all affecting the rights and easement granted hereunder.

As a part of the consideration for this grant, the **GRANTOR** does hereby release **GRANTEE**, its agents, servants, employees, or independent contractors from any and all claims for damages from whatsoever cause incidental to the exercise of the rights herein granted (except as set forth below).

For the same consideration, **GRANTEE** shall have the right at all times to go upon the land herein described to locate, construct, reconstruct, maintain, remove, operate, replace and repair such storm water detention facilities, structures, and any and all appurtenances incident thereto.

In exercise of its rights hereunder, **GRANTEE** shall use then existing streets, roads, driveways and lanes whenever practicable; repair and restore to the previously existing surface on each entry; and pay for damage, if any, to growing crops, fences, surface of land, or personal property on each entry.

IN TESTIMONY WHEREOF, the said **GRANTOR** has set its hand the day and year first above written.

COMMERCE BANK,
A MISSOURI BANK AND TRUST COMPANY

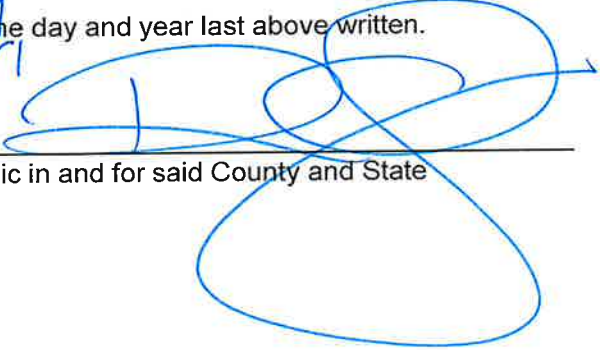
By: Brent Hall VP-Corp. RE
Name Title

STATE OF Missouri

COUNTY OF Jackson)SS

On this 26th day of August, 20 22 before me, personally appeared Brent Hall, to me personally known, and who being by me duly sworn, did say that he is Vice President of COMMERCE BANK, A MISSOURI BANK AND TRUST COMPANY, and that the instrument was signed in behalf of said company and that said Brent Hall acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Kansas City, Jackson County the day and year last above written.
Missouri


Notary Public in and for said County and State

My term expires:





CITY COUNCIL ACTION REPORT

Meeting Date: September 26, 2022

A/R No.: 2022-213

Department: Administration

Submitted By: Shawwna Funderburk,
Chief Strategic Operations Officer

**Subject: ORDINANCE APPROVING A 911 CO-LOCATION AGREEMENT
BETWEEN THE CITY OF LIBERTY, CITY OF GLADSTONE, MO AND CLAY
COUNTY SHERIFF'S DEPARTMENT FOR THE CO-LOCATION OF PUBLIC
SAFETY ANSWERING POINTS**

Summary:

- The intent of co-locating emergency dispatch centers is to retain local control of each agency's operation while benefiting from functioning in the same physical space.
- Each participating agency will continue to provide, operate, and maintain equipment and personnel sufficient to accommodate that agency's normal call volume.
- Gladstone has agreed to provide communication space to the participating agencies adequate to support eleven (11) consoles and related amenities.
- Funding from the American Rescue Plan Act (ARPA) and received through Clay County has been designated to assist in the construction and purchase of capital equipment required for the co-located space.
- The City of Liberty and Clay County Sheriff's Department agree to allocate up to \$150,000 each from each respective agency's ARPA funds for any additional co-location center initial set-up costs related to the purchase of computers, monitors, chairs, etc.
- The proposed Agreement addresses each Party's financial responsibility for purchasing and maintaining ongoing shared capital equipment, facility maintenance, and monthly utility expenses.

Background:

This 911 Co-Location Agreement with the City of Liberty, the City of Gladstone, and Clay County Sheriff's Department addresses each party's financial responsibilities for purchasing and maintaining ongoing shared capital equipment, facility maintenance, and monthly utility expenses for the co-location of public safety answering points.

As part of this Agreement, the City of Liberty and Clay County Sheriff's Department agree to allocate up to \$150,000 each in American Rescue Plan Funds (ARPA) from each respective agency's ARPA funds for any additional co-location center initial set-up costs related to the purchase of computers, monitors, chairs, etc. The \$1,000,000 in Clay County ARPA funds obtained by the City of Gladstone for the co-located dispatch center are being utilized for the dispatch center remodel and capital equipment such as fiber installation, UPS units, dispatch consoles, voice recorder, and the new SAR.

Previous Action (if applicable):

The Liberty City Council passed a Resolution in October 2021 authorizing staff to work with the City of Gladstone, MO and Clay County Sheriff's Department towards the creation of a 911 co-located dispatch center.

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item: 12.95.140.38.5989	Amount: \$150,000 (total)
	Line Item: 12.95.140.36.7201	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. 911 Colocation Ordinance 9.18.22
2. Co-located Dispatch Agreement Final 9.15.2022

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A 911 CO-LOCATION AGREEMENT BETWEEN THE
CITY OF LIBERTY, CITY OF GLADSTONE, MO AND CLAY COUNTY SHERIFF'S
DEPARTMENT FOR THE CO-LOCATION OF PUBLIC SAFETY ANSWERING POINTS

WHEREAS, the intent of co-locating emergency dispatch centers is to retain local control of each agency's operation while benefiting from functioning in the same physical space; and

WHEREAS, each participating agency will continue to provide, operate, and maintain equipment and personnel sufficient to accommodate that agency's normal call volume; and

WHEREAS, Gladstone has agreed to provide communication space to the participating agencies adequate to support eleven (11) consoles and related amenities; and

WHEREAS, funding from the American Rescue Plan Act (ARPA) and received through Clay County has been designated to assist in the construction and purchase of capital equipment required for the co-located space; and

WHEREAS, the City of Liberty and Clay County Sheriff's Department agree to allocate up to \$150,000 each in American Rescue Plan Funds (ARPA) from each respective agency's ARPA funds for any additional co-location center initial set-up costs related to the purchase of computers, monitors, chairs, etc.; and

WHEREAS, the proposed Agreement addresses each Party's financial responsibility for purchasing and maintaining ongoing shared capital equipment, facility maintenance, and monthly utility expenses;

BE IT ORDAINED, by the City Council of the City of Liberty, Clay County, Missouri, as follows:

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves the 911 Co-Location Agreement by and between the City of Liberty, the City of Gladstone, MO, 7010 N. Holmes Street, Gladstone, MO 64118 and the Clay County Sheriff's Department, 12 S. Water Street, Liberty, MO 64068, in an amount not to exceed ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) of City of Liberty American Rescue Plan Funds (ARPA), effective upon approval of the City of Liberty City Council, with said Agreement being incorporated by reference herein and available for review as required by law.

ORDINANCE NO. ____ (CONT.)

SECTION II

The City Council of the City of Liberty, Clay County, Missouri, hereby authorizes the Mayor to sign the agreement described in Section I of this ordinance.

SECTION III

That this Ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor according to law.

PASSED by City Council this ____ day of _____, 2022.

MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this ____ day of _____, 2022.

MAYOR

CLAY COUNTY CO-LOCATED PUBLIC SAFETY ANSWERING POINT INTERGOVERNMENTAL AGREEMENT

This Clay County Co-located Public Safety Answering Point (PSAP) Intergovernmental Agreement (“Agreement”) is dated _____, 2022 (the “Effective Date”), by and among:

- ☐ Clay County;
- ☐ The City of Gladstone;
- ☐ The City of Liberty;

Clay County, City of Gladstone, and City of Liberty are further referred to herein as the “Parties” or individually as “Party”. Capitalized terms used herein are defined throughout this Agreement.

RECITALS

- A. Each of the Parties presently operates a current PSAP.
- B. Each of these PSAPs provide 9-1-1 call taking as well as Law Enforcement and Fire/EMS dispatching services. The Clay County Sheriff’s Department PSAP also provides services to the City of Kearney and the Kearney Fire and Rescue Protection District.
- C. The PSAPs provide services using computer aided dispatch (“CAD”) software made by Central Square.
- D. The City of Gladstone has agreed to provide space to accommodate the co-located PSAPs, to include console space, locker rooms, break room, staff parking, and administrative office space.

DEFINITIONS

- A. **Co-located CAD System.** The Central Square computer aided dispatch (CAD) system is designed to allow the partner PSAPs to use a single shared CAD system.
- B. **Hardware.** The physical computer parts and components constituting the shared CAD system or which are used by a party to interface with, access, or utilize the CAD system.
- C. **Software.** Any software, software package, or interface that comprises the CAD system or which is used by a Party to interface with, access, or utilize the system.
- D. **Hub.** That portion of the shared CAD System comprised of all hardware, software and licensing required for the database/file server, CAD web server, CAD archive and reporting server, CAD browser server and mobile server. The Hub shall be hosted by the City of Gladstone.
- E. **Node.** That portion of the shared CAD System comprised of all hardware, software, network connectivity and licensing required for participating agencies to connect with and interface with the Hub.
- F. **CAD Server.** Hardware, licensing and software required to allow a range of separately licensed CAD Clients to connect to the server. The physical location of the primary and secondary server shall be the City of Gladstone.
- G. **CAD Position.** Hardware, licensing and software required to run CAD at the individual dispatch console.
- H. **Mobile Server.** Hardware, licensing and software required to allow a range of separately licensed Mobile Clients to connect to the server.
- I. **Mobile Position.** Hardware, licensing and software required to run and connect to the Mobile Server from a mobile data terminal (MDT).

- J. CJIS Security Policy.** Current version of the Criminal Justice Information Security Policy that contains a minimum set of security requirements for access to Federal Bureau of Investigation Criminal Justice Information Services (CJIS) Division systems and information and to protect and safeguard Criminal Justice Information.
- K. Network.** A wide area network connecting each node to the hub of the shared CAD System.
- L. MARRS.** Metropolitan Area Regional Radio System
- M. ARPA.** American Rescue Plan Act

AGREEMENT

NOW, THEREFORE, in consideration for the recitals, the mutual promises herein, and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

- 1. Management of the shared CAD.** Each PSAP shall be responsible for maintaining their own software licensing, hardware and access to the shared CAD server. The network for the primary and secondary server shall be provided and maintained by the City of Gladstone.
- 2. Management of Personnel.** Personnel shall remain the employee of his or her home jurisdiction and shall, likewise, remain subject to and covered under that Party's liability and other insurance or self-insurance coverage, in addition to its personnel policies and procedures, inclusive of policies and procedures governing overtime, employment compensation and benefits, worker's compensation, vacation and sick time, grievances and discipline, job performance review, duty assignments, and termination.
- 3. Management of Communications Equipment.** Each PSAP shall be responsible for maintaining, repairing, or replacing the radio equipment owned by their agency. Existing maintenance agreements for hardware and software related to their radio equipment shall remain intact; access to that equipment shall be made available to vendors and contractors at any time. Costs associated with annual maintenance agreements or repairs made on shared equipment, software, and/or hardware will be divided equally among the participating agencies. Communications equipment and furniture brought into the facility shall be the responsibility of the participating agency to maintain, repair, and replace. Each participating agency is required to be a member of the Metropolitan Area Regional Radio System. (MARRS).
- 4. Administrative Representative.** An administrative representative from each participating jurisdiction shall review the overall operation and function of the co-located operation. The Administrative Representatives, when asked, will review and address grievances and other identified issues that interfere with the cooperative operation of the co-located facility. It is the goal for all participating agencies to function within a common environment yet maintain their operational independence. Cooperation, operational redundancy and critical incident assistance will be encouraged and promoted by each participating agency and their respective administrative representative.
- 5. Installation.** The City of Gladstone shall provide project management services and coordinate the design and renovation of the co-located space. Participating agencies shall provide project management services and coordinate the installation and implementation of their respective Nodes and equipment. The City of Gladstone will provide resource IT support to the other participating agencies to establish the connectivity and configuration of the co-located CAD system to the network. Once dedicated ARPA funds received

by Gladstone for the co-located project are depleted, Clay County and the City of Liberty agree to provide funding, up to \$150,000 each, to complete the project. Expenditure of Clay County or City of Liberty funds shall require approval from their respective governing bodies.

- 6. Operation and Maintenance of the Consolidated CAD.** The City of Gladstone shall use reasonable security measures, as required within the Criminal Justice Information System (CJIS) Security Policy, to ensure the physical and electronic security of the co-located space. Any security breach must be immediately reported to all participating jurisdictions through their selected administrative representative. The City of Gladstone shall use its reasonable best efforts to ensure that the co-located CAD servers remain functional and operational to all Parties. All Parties recognize that maintenance of the CAD system, such as patches and upgrades, will be necessary and typically performed by the CAD vendor. The impact of such patches and upgrades will be thoroughly evaluated, tested and communicated prior to implementation in the production environment. It will be the responsibility of the CAD vendor to schedule and obtain approval from the participating agencies for such patches and upgrades.
- 7. Operation of Nodes.** All participating jurisdictions shall operate, maintain, and administer functions specific to their Node and use their best reasonable efforts to ensure that the hardware and software under their responsibility is operational in concert with the co-located CAD system and MARRS radio system at all times. All Parties shall use reasonable security measures, as required within the CJIS Security Policy, to ensure the physical and electronic security of their Node.
- 8. Agency Designee.** Each participating jurisdiction shall designate at least one (1) administrative representative to act as the primary point of contact with the City of Gladstone. The points of contact responsibilities shall include:

 1. Direct coordination and interaction with City of Gladstone IT support staff;
 2. Communication with general public supported by each participating jurisdiction;
 3. Communication with the jurisdictions designated administrative representative;
 4. Provide initial application support and CAD administrator services specific to their Node;
 5. Request technical support from City of Gladstone IT staff when needed; and
 6. Test their Node's CAD system in conjunction with the City of Gladstone IT network.
- 9. System Support.** Any incident specific to an agency's Node will be handled by that agency's IT support. Any incident that is global to the network or incidents associated with the co-located shared facility and requiring assistance from the City of Gladstone, must be reported to the City of Gladstone through pre-determined points of contact. The City of Gladstone IT staff provides support of the network for Critical and High Severity issues 24 hours a day, 7 days a week.
- 10. Confidentiality of Data.** All data provided to the co-located CAD System database housed at the City of Gladstone remains the property of said agency. No Party, other than the owner of the data provided, shall be permitted to disclose, transfer or otherwise communicate to any third party said data for any purpose, without the express consent of the owner of the data.
- 11. Insurance. General.** The City of Gladstone shall maintain sufficient insurance on the co-located dispatch HUB to repair or replace the same in the event of its damage or destruction. Each participating jurisdiction shall maintain sufficient insurance on their respective Nodes to repair or replace the same in the event of its damage or destruction.

- 12. Liability.** The City of Gladstone shall maintain commercial general liability insurance on the Hub, and each participating jurisdiction will maintain commercial general liability insurance on their respective Node with limits of not less than \$330,000 per person/\$990,000 per occurrence, or such greater amounts as may be set forth as the limits of liability under Missouri State Statute.
- 13. Initial Costs.** The City of Gladstone shall be responsible for the design and proportional share of white box construction of the co-located space; additionally, other costs associated with integrating the PSAPs shall be shared among the participating agencies. These shared expenses may include, but are not limited to, the cost of maintaining the shared digital voice recording system, cost of integrating 9-1-1 lines, cost of integrating phone lines, cost of shared equipment or office furniture, cost of maintaining the uninterruptible power supply (UPS), and cost of maintaining shared equipment for the MARRS system, such as the Service Aggregated Router (SARS). Shared expenses above the initial setup costs, if any, shall be paid proportionally by each participating jurisdiction. All shared costs will be tracked and approved by the administrative representative from each jurisdiction.
- 14. Operation and Maintenance Costs.** An annual fee shall be paid to the City of Gladstone to cover shared costs to maintain the facility. These expenses include, but are not limited to cleaning, facility maintenance, natural gas, water, electricity, and basic toiletry supplies. The annual fee shall be based on real or projected costs for maintaining the square footage of the co-located space and shall be agreed to by the participating agencies prior to implementation.
- 15. Additional Hardware or Software Costs.** Each participating jurisdiction is responsible for purchasing, owning, and insuring any hardware or software specific to their Node necessary for their interface with, access to, or utilization of the CAD system; provided, however, that such hardware or software does not interfere with the operation of the network or other PSAP Nodes.
- 16. Withdrawal of Parties.** A participating jurisdiction may withdraw from this Agreement by giving written notice to the other administrative representatives on or before June 30 of a given year with the withdrawal being effective on December 31 of that year unless the Parties agree, in writing, on a later date for withdrawal. A withdrawing jurisdiction will remain liable for all financial obligations hereunder until the effective date of the withdrawal. Any costs associated with the setup, shared expense or facility maintenance will not be reimbursed. Any previous agreement that governed the shared use of the CAD server will remain intact.
- 17. Term and Termination.** This Agreement shall be effective as of the Effective Date, shall be in effect for a term of one (1) year, and shall automatically renew from year-to-year, unless terminated by written notification as set forth in paragraph 16. Upon termination, no Party shall be entitled to use the co-located space or equipment and any shared furnishings or equipment shall remain the property of the City of Gladstone; all other assets owned by the participating jurisdiction shall remain the property of that jurisdiction and shall be removed from the co-located space in a manner not to disrupt the operation of the remaining PSAPs.
- 18. No Warranties.** The parties make no warranties to each other, either expressed or implied, under this agreement, and the warranties of merchantability and fitness for a particular purpose are expressly disclaimed.
- 19. Limitation of Damages.** In no event will any Party be liable for any consequential, indirect, exemplary, special, or incidental damages arising from or relating to this Agreement, however caused and under any theory of liability (including negligence), even if the Party has been advised of the possibility of such damages.

General Terms

- a. **Employee Costs.** Except as otherwise provided herein, each Party shall be solely responsible for any costs associated with its own employees' time and expenses associated with the performance of this Agreement.
- b. **Further Assurances.** Each Party shall execute all further documents and take all further acts reasonably necessary or appropriate to carry out the intent of this Agreement.
- c. **Amendments.** Amendments to this Agreement must be in writing and signed by all Parties.
- d. **Entire Agreement.** This Agreement is the complete and exclusive statement of all agreements between the Parties, and this Agreement supersedes all prior proposals and understandings, oral and written, relating to the subject matter hereof.
- e. **Assignment.** No Party may assign this Agreement or delegate any obligation, in whole or in part, to any third party without the other Parties' prior written consent.
- f. **Governing Law and Forum.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Missouri, without reference to conflict of laws principals. Venue for any civil action relating to this Agreement shall be in state court located in Clay County, Missouri.
- g. **Jury Trial Waiver.** To the extent permitted by law, each party hereby waives any right it has or may have to a jury trial in any action, suit, or proceeding arising out of or in connection with this agreement.
- h. **Dispute Resolution.** If any claim, disagreement, issue, or dispute arising out of or in connection with this Agreement (a "Dispute") between any of Parties cannot be resolved by those Parties, one or more of the Parties to the Dispute shall notify the other administrative representatives by delivering a written statement them specifying the nature of the Dispute (each Party to the Dispute may, if desired, submit a written statement). The administrative representatives shall schedule a time for a meeting to discuss the specifics of the Dispute. Beginning on the date of the meeting and ending no less than 21 days thereafter (the "Resolution Period"), the Parties to the Dispute shall attempt in good faith to resolve the Dispute. No Party may initiate any court or administrative action, suit, or proceeding against any other Party under this Agreement until the end of the resolution period.
- i. **Liabilities of the Parties.** The Parties shall have no obligation whatsoever to assume any responsibility or liability hereunder for the acts or omissions of any other Party.
- j. **Governmental Immunity.** Nothing in this Agreement shall be deemed a waiver of any Party's privileges, limitations and immunities.
- k. **No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the Parties and their respective successors and permitted assigns. Nothing in this Agreement confers any rights or remedies on any persons other than the Parties and their respective successors and permitted assigns.
- l. **Severability.** If any term or condition of this Agreement is held to be invalid or unenforceable, then the term or condition may be modified or amended by the court to render it enforceable to the maximum extent permitted. If modification or amendment is not practicable, then the term or condition shall be severed from this Agreement with no effect upon the remaining terms and conditions of this Agreement.
- m. **Force Majeure.** No Party shall be liable for any delay in or failure of performance of any obligation, nor shall any delay or failure constitute default or give rise to any liability, if and only to the extent that such delay or failure is caused by a "force majeure" event. "Force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, pandemics, epidemics, quarantines, strikes, labor disputes and freight embargoes, or other causes that are not within such Party's control, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed Party.

- n. **Waiver.** No covenant or term of this Agreement shall be deemed to be waived by any Party except in a writing signed by a person authorized by such Party, and any waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver.
- o. **Headings.** Descriptive headings in this Agreement are for convenience only and shall not control or affect the meaning or construction of any provisions of this Agreement.
- p. **Counterparts.** This Agreement may be executed and delivered in counterparts (including by means of electronic signatures), all of which taken together will constitute one and the same Agreement.
- q. **Notices.** Notices to be provided under this Agreement shall be given in writing either by hand delivery, or deposited in the United States Mail, with sufficient postage, to the following addresses:

**City of Gladstone
7010 North Holmes
Gladstone, MO 64118**

**Clay County
12 South Water
Liberty, MO 64068**

**City of Liberty
101 East Kansas
Liberty, MO 64068**

[signature page follows]

City of Gladstone

By:

Name: _____

Title: _____

Date: _____

Clay County

By:

Name: _____

Title: _____

Date: _____

City of Liberty

By:

Name: _____

Title: _____

Date: _____