

**FIRST AMENDMENT TO THE TAX INCREMENT FINANCING CONTRACT BETWEEN
THE CITY OF LEE’S SUMMIT, MISSOURI, AND M-III LONGVIEW, LLC**

THIS FIRST AMENDMENT TO THE TAX INCREMENT FINANCING CONTRACT (“First Amendment”) dated as of _____, 2019, by and between the **CITY OF LEE’S SUMMIT, MISSOURI**, a constitutional charter city and political subdivision of the State of Missouri (“City”) and **M-III LONGVIEW, LLC**, a Missouri limited liability company (the “Developer”).

WITNESSETH:

WHEREAS, City and Developer have entered into the Tax Increment Financing Contract dated December 1, 2016 (the “TIF Contract”), and capitalized terms used herein and not otherwise refined herein shall have the meanings ascribed to them in the TIF Contract; and

WHEREAS, the City Council approved an ordinance on February 5, 2019 to restructure the priority of payments for Reimbursable Project Costs to facilitate the rehabilitation of Longview Lake and the Pergola as a combined project; and

WHEREAS, the parties desire to amend the TIF Contract as provided in this First Amendment to facilitate the redevelopment of Longview Lake and the Pergola.

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

1. The **Exhibit D** Project Budget is deleted in its entirety and replaced with the **Exhibit D** Project Budget that is attached to this First Amendment.

2. **Exhibit M** which is the Longview Lake & Pergola Project Budget, which is attached hereto, is added to the TIF Contract.

3. The following definition is added to **Section 1.02** of the TIF Contract:

“**Longview Lake & Pergola Project**” means the work consisting of rehabilitation of Longview Lake and the Pergola according to the budget set forth in **Exhibit M** (Longview Lake & Pergola Project) and in the order of priority as set forth in **Exhibit D** (Project Budget).

4. **Section 4.07** is hereby deleted in its entirety and replaced with the following:

“**Section 4.07. Disbursements From Special Allocation Funds.** The City hereby agrees for the term of this Contract to apply available TIF Revenues generated by each of the Plans in the following manner and order of preference. The TIF Revenues shall be disbursed on a quarterly basis to pay the items described below as such revenues are deposited in the Special Allocation Funds and become available for disbursement.

A. **2003 TIF Plan:** TIF Revenues in the Special Allocation Fund for the 2003 TIF Plan shall be disbursed as follows –

1. Repayment of the City Loan in accordance with **Section 3.03**; and

2. Following full retirement of the City Loan, payment of certified Reimbursable Project Costs for any remaining and unreimbursed Reimbursable Project Costs for the Phase 1 Historic Preservation Improvements.

B. New Longview TIF Plan: TIF Revenues in the Special Allocation Fund for the New Longview TIF Plan shall be disbursed as follows –

1. From TIF Revenues solely from Redevelopment Project Area I, payment of any Taxing Districts Capital Contributions which are authorized by this Contract;

2. Payment of Administrative Costs in accordance with Section 2.05.C.;
and

3. After making all reductions and holdbacks as required by this Contract,
then

(a) the payment of Reimbursable Project Costs associated with the Longview Lake & Pergola Project in the amount up to \$400,000, which work shall be in accordance with the Longview Lake & Pergola budget set forth in **Exhibit M**;

(b) the remaining Reimbursable Project Costs associated with the Mansion rehabilitation and not otherwise reimbursed by the City Loan as part of the Phase 1 Historic Preservation Improvements, up to the maximum set forth in **Exhibit D**;

(c) the payment of Reimbursable Project Costs associated with the Longview Lake & Pergola Project in the amount up to \$750,000, which work shall be in accordance with the Longview Lake & Pergola Project Budget set forth in **Exhibit M**;

(d) the payment of Reimbursable Project Costs associated with the Phase 2 Historic Preservation Improvements as set forth in **Exhibit D**; and

(e) repayment of the City Loan as authorized by **Section 3.03.**”

5. The following shall be added as a new paragraph to Section 6.03 (Historic Preservation Work):

“D. Longview Lake & Pergola Project. The work on the Longview Lake & Pergola Project shall be in accordance with the budget set forth in **Exhibit M**. The shifting among Reimbursable Line Items as allowed in Section 3.04 shall apply to the line items for the Lake Rehabilitation subtotal, the Pergola Rehabilitation subtotal and the Contingency as set forth in **Exhibit M**. Reimbursement for work associated with the Pergola grounds and landscaping shall be limited to such work that occurs within the footprint of the Pergola structure and within 20 feet of the Pergola structure and former lily ponds.”

6. All other terms and conditions of the TIF Contract shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, City and Developer have signed this First Amendment as of the day and year first above written.

CITY OF LEE’S SUMMIT, MISSOURI

By: _____
Stephen Arbo, City Manager

[SEAL]

ATTEST:

Trisha Fowler Arcuri
City Clerk

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this _____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Stephen Arbo, City Manager of the City of Lee’s Summit, Missouri, a city duly incorporated and existing under and by virtue of the laws of the State of Missouri, who is personally known to me to be the same person who executed, as such official, the within instrument on behalf of and with the authority of said City, and such person duly acknowledged the execution of the same to be the free act and deed of said City.

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

[SEAL]

NOTARY PUBLIC

My Commission Expires:

EXHIBIT D

PROJECT BUDGET

Phase 1 Historic Preservation Improvements	Total Project Costs	Private Funding	Historic Tax Credits	TIF
Show Horse Arena	-	-	-	
Portion of Mansion Rehabilitation	\$1,100,000	-	-	\$1,100,000
Longview Lake & Pergola Rehabilitation	\$1,365,000	-	-	\$1,365,000
Barn Stabilization	\$650,000	-	-	\$650,000
Professional Services	\$300,000	-	-	\$300,000
Farm Office and Dairy Manager House Rehab	\$150,000	-	-	\$150,000
North Arch	\$75,290			\$75,290
Contingency	\$9,710	-	-	\$9,710
Phase 1 TIF Subtotal	\$3,650,000			\$3,650,000
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Phase 2 Private-Only Improvements	\$55,012,500	\$55,012,500	-	-
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Phase 2 Historic Preservation Improvements				
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Longview Lake & Pergola Rehabilitation	\$400,000	-	-	\$400,000
Mansion Renovation & Temporary Structure Rehab	\$2,347,700	\$473,571	\$474,129	\$1,400,000
Longview Lake & Pergola Rehabilitation	\$750,000			\$750,000
Farm Office and Dairy Manager House	\$1,743,000	\$543,000	-	\$1,200,000
Barns Redevelopment	\$17,805,285	\$3,361,041	\$4,794,244	\$9,650,000
Mansion Permanent Structure	\$1,704,550	\$204,550	-	\$1,500,000
Interfund Loan Repayment, Restructuring Costs & Contingency	\$2,039,463	-	-	\$2,039,463
Phase 2 TIF Subtotal	\$26,789,998	\$4,582,162	\$5,268,373	\$16,939,463
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Grand Total	\$85,452,498	\$59,594,662	\$5,268,373	\$20,589,463

The line items for the Longview Lake & Pergola Rehabilitation are for reimbursement of the same combined work project, and are shown as separate line items within the Phase 2 Historic Preservation Improvements to indicate a priority of reimbursement among all Phase 2 line items.

EXHIBIT M

LONGVIEW LAKE & PERGOLA PROJECT BUDGET

Lake Rehabilitation

Previous Lake & Pergola Analysis, Design & Prof Services	\$	205,000
Dam & Spillway Repair	\$	415,000
Lake Dredging, Discing & Compacting	\$	600,000
Other Lake Grading & Infrastructure	\$	175,000
Future Lake & Pergola Analysis, Design, Prof Services etc.	\$	<u>120,000</u>
Lake Rehabilitation Subtotal	\$	1,515,000

Pergola Rehabilitation

Pergola Grounds & Stormwater	\$	300,000
Pergola Structural Repair, Hardscaping & Landscaping	\$	<u>600,000</u>
Pergola Rehabilitation Subtotal	\$	900,000

Contingency	\$	<u>100,000</u>
TOTAL	\$	2,515,000