



Board of Alderman Request for Action

MEETING DATE: 2/15/2022

DEPARTMENT: Administration

AGENDA ITEM: Bill No. 2931-22, Award of RFP #22-10, Smithville Commons Development Revenue Study - 1st and 2nd reading by title only.

REQUESTED BOARD ACTION:

A motion to approval of Bill No. 2931-22, awarding RFP #22-10, Smithville Commons Development Revenue Study to PGAV Planners, LLC. It is recommended that this be read both first and second reading as an Emergency Ordinance Sponsored by Mayor Boley.

SUMMARY:

In October of 2021, the developers of the Marketplace TIF approached the City's special counsel with a request to determine the City's interest in allowing the developer to issue tax increment revenue bonds (TIF Bonds) to make payment of reimbursable project costs to the Developer relating to the Marketplace TIF. Staff has met with special counsel Gilmore and Bell as well as financial advisors Piper Sandler to understand the overall process and steps that are expected of the City.

Issuance of TIF Bonds would be completed by the City, with all costs related to the financing to be paid from the proceeds of the TIF Bonds. The TIF bonds would be secured and payable solely by TIF revenues generated by the project available after all distributions are made to the City and other taxing districts. No City obligation would exist to cover any revenue shortfall.

To complete the process of issuing TIF Bonds, a Funding Agreement was drafted to ensure certain costs were paid by the Developer and not provided by the City and approved by the Board on January 18, 2022.

The issuance of the bonds requires a Bond Revenue Study. The execution of this study required the City to release a Request for Proposal. RFP #22-10 was released on January 26, 2022 and closed on February 7, 2022 at 10:00 AM. Several organizations were contacted to submit bids. The City received one proposal in response to the RFP. PGAV Planners, LLC submitted their proposal with the attached proposed contract. Contract amount proposed is \$20,000 plus any reimbursable expenses.

Funding for this study will come from the developer, as they have already submitted their first \$25,000 payment according to the Funding Agreement.

PREVIOUS ACTION:

August 1, 2017 – Approval of the Smithville Commons Tax Increment Financing Plan

August 1, 2017 – Approval of a Reimbursement Agreement with the Smithville Area Fire Protection District
November 21, 2017 – Approval of the First Amendment to the Smithville Commons Tax Increment Financing Development Plan
November 21, 2017 – Approval of the Original Redevelopment Agreement
July 17, 2017 – Approval of a Reimbursement Agreement with the Northland Regional Ambulance District
January 18, 2022 – Approval of the Funding Agreement Relating to Bond Issuance for Marketplace TIF

POLICY OBJECTIVE:

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FINANCIAL CONSIDERATIONS:

Click or tap here to enter text.

ATTACHMENTS:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Contract |
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Plans |
| <input type="checkbox"/> Staff Report | <input type="checkbox"/> Minutes |
| <input checked="" type="checkbox"/> Other: RFP #22-10 Document, PGAV RFP Bid Proposal | |

AN ORDINANCE ACCEPTING THE PROPOSAL FROM PGAV PLANNERS, LLC FOR A REVENUE STUDY REGARDING THE SMITHVILLE COMMONS DEVELOPMENT AND APPROVING THE CONTRACT FOR TECHNICAL SERVICES BETWEEN THE CITY OF SMITHVILLE, MISSOURI AND PGAV PLANNERS, LLC.

WHEREAS, the City is a fourth-class city and political subdivision of the State of Missouri, incorporated and exercising governmental functions and powers pursuant to the Constitution and the Revised Statutes of the State of Missouri, with its legislative power residing in the Board of Aldermen; and

WHEREAS, the City approved the Smithville Commons Tax Increment Financing Plan on August 1, 2017 (the "**Original Redevelopment Plan**") to provide incentives for the construction of a project (the "**Project**"); and

WHEREAS, the City approved the First Amendment to the Smithville Commons Tax Increment Financing Development Plan on November 21, 2017 (the "**First Amended Plan**," together with the Original Redevelopment Plan the "**Redevelopment Plan**") to provide for a capital contribution to the Smithville School District; and

WHEREAS, the City entered into a Tax Increment Financing Redevelopment Agreement dated August 1, 2017 (the "**Original Redevelopment Agreement**") with Development Associates Smithville, LLC (the "**Developer**") implementing the Redevelopment Plan; and

WHEREAS, on November 21, 2017, the City and the Developer entered into the First Amendment to Tax Increment Financing Development Agreement (the "**First Amended Redevelopment Agreement**," together with the Original Redevelopment Agreement, the "**Redevelopment Agreement**") to implement the First Amended Plan;

WHEREAS, pursuant to the Redevelopment Agreement, the City may issue obligations to reimburse the Developer for costs related to the Project; and

WHEREAS, Developer proposes that the City issue tax increment revenue bonds (the "**Bonds**") to reimburse the Developer for costs related to the development of the Project as provided in the Redevelopment Agreement; and

WHEREAS, in order to review, evaluate, process and consider the economic feasibility of the issuance of the Bonds, the City would like to engage a firm to draft a revenue study for the Project, with the costs of the study to be paid by the Developer pursuant to the Funding Agreement dated January 18, 2022 between the City and the Developer; and

WHEREAS, pursuant to Section 150.040 of the City's Code of Ordinances, the City requested sealed proposals related to the engagement of a firm for a revenue study, and posted RFP #22-10 (the "**RFP**"); and

WHEREAS, PGAV Planners, LLC ("**PGAV**") was the sole firm to respond to the RFP; and

WHEREAS, the City now desires to accept PGAV's proposal and enter into a Contract For Technical Services And Assistance (the "Study Agreement") with PGAV to set forth their services and compensation regarding the revenue study; and

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

Section 1. The Board of Aldermen deems that PGAV has submitted the lowest, the best and the only bid in response to the RFP, and the Board of Aldermen hereby accept PGAV's proposal for the production of a revenue study related to the Redevelopment Plan, the Redevelopment Agreement and the Project.

Section 2. The Mayor is hereby authorized to execute the Study Agreement in substantially the form attached hereto as **Exhibit A** with such changes therein as shall be approved by the Mayor, the Mayor's signature thereon being conclusive evidence of his approval thereof.

Section 3. City officers and agents of the City are each hereby authorized and directed to take such actions, execute such other documents, certificates and instruments and engage such consultants as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 4. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

Section 5. This Ordinance shall be in full force and effect from and after its passage, adoption, and approval by the Mayor.

PASSED by the Board of Aldermen, and **APPROVED** by the Mayor, of the City of Smithville, Missouri, this 15th day of February 2022.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

First Reading: 2/15/2022

Second Reading: 2/15/2022

Exhibit A

Contract For Technical Services And Assistance

[Attached]

RFP #22-10 SMITHVILLE COMMONS DEVELOPMENT REVENUE STUDY

THE CITY OF SMITHVILLE REQUESTS SEALED PROPOSALS FOR THE FOLLOWING PROFESSIONAL SERVICE:

The City is interested in obtaining a revenue study on the Smithville Commons development ("Smithville Commons") to assist the City in determining the projected property tax and sales revenues of Smithville Commons and the projected revenues to be received by the City related to the Smithville Commons Tax Increment Financing Plan (the "Smithville Commons TIF") and the Smithville Commons Community Improvement District (the "Smithville Commons CID"). Smithville Commons is a commercial retail development that includes Cosentino's Price Chopper, Porters Ace Hardware, Taco Bell, Scooter's Coffee, Burger King, and Domino's Pizza. Under construction is a dental office and Jimmy Johns, and there is additional space for several businesses.

Development Associates Smithville, LLC (the "Developer") has approached the City to issue Tax Increment Financing Revenue Bonds to pay reimbursable project costs related to the Smithville Commons TIF. The City would like to know if the projected revenues generated by Smithville Commons and the Smithville Commons CID would be sufficient to pay the debt service related to the proposed bonds.

The purpose of this RFP is to identify a firm with the experience to perform the revenue study. The bidder deemed to have submitted the lowest and best bid will be offered the opportunity to sign a standard contract with the City as drafted by the City. If the City and the selected preferred firm are reasonably unable to reach agreement as to the terms of the contract, the City may at its option select the second lowest and best bid or reject all bids submitted in response to this RFP. In the event that two or more bidders offer bids at the same price, the City shall determine which bid, if any, shall be accepted, and its determination shall be final. The City reserves the right to waive irregularities.

INSTRUCTIONS TO BIDDERS

1. Responses must be addressed to Anna Mitchell, 107 West Main Street, Smithville, Missouri 64089, and be received before 10:00 a.m. on the date of closing.
2. Responses and anything pertaining to the RFP should be in a sealed envelope. It is preferred that the PROPOSAL RESPONSE FORM in this RFP be used. All RFPs must be sealed and marked on the outer envelope by RFP number and date of closing. The only information we will read at the closing will be the vendors, contractors, or proposers who responded. The closing is at 10:00 a.m. on February 2, 2022, at City Hall.
3. Disabled persons wishing to participate in the RFP closing and who require a reasonable accommodation may call the City at (816) 532-3897. A forty-eight-hour notice is required.

4. Any questions regarding this RFP should be directed to Anna Mitchell, Assistant City Administrator, 107 West Main Street, Smithville, Missouri 64089; (816) 532-3897.

THE CITY OF SMITHVILLE RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS.


Finance Director

Issued: January 26, 2022

**CITY OF SMITHVILLE REQUEST FOR WRITTEN QUOTATIONS
GENERAL INSTRUCTIONS AND CONDITIONS**

1. Written quotations, subject to the conditions listed below and any special conditions set forth in the attached specific Proposal, will be received by the City of Smithville, 107 West Main Street, Smithville, Missouri 64089, until the closing.
2. The City reserves the right to accept or reject any and all proposals and/or alternatives and to waive technicalities, and to accept the offer that the City considers to be the most advantageous.
3. Vendors, contractors or proposers should use the form provided for the purpose of submitting quotes and if applicable should give the offered price. Any questions regarding this request may be addressed to Anna Mitchell, Assistant City Administrator, 107 West Main Street, Smithville, Missouri 64089, (816) 532-3897.

RFP #22-10 SMITHVILLE COMMONS DEVELOPMENT REVENUE STUDY

General Information

I. Smithville Commons TIF and Smithville Commons CID

The Smithville Commons TIF Plan and Smithville Commons Community Improvement District were approved by the City on August 1, 2017. The Smithville Commons Community Improvement District currently imposes a 1% sales tax on all sales made within the District.

Smithville Commons consists of 66.32 acres located generally between Cliff Drive and U.S. Highway 169 within the City. Currently, Smithville Commons is almost fully built out, with six business fully operational and 2 currently being built.

The development contains: (1) Cosentino's Price Chopper, operational for less than 3 years; (2) Porters Ace Hardware, operational for less than 3 years; (3) Taco Bell, operational for 1 year; (4) Scooter's Coffee, operational for 1 year; (5) Burger King, operational for less than 1 year; and (6) Domino's, operational for less than 1 year.

II. Evaluation & Selection

The City will evaluate proposals and select the proposal that it judges to be in the lowest bid and best interests for the City. The City shall be the sole judge of what constitutes the best interests of the City.

The proposal evaluation and selection process will follow the following general timeline. The City reserves the right to change this schedule to meet the needs of City staff, the selection committee, and the Board of Alderman.

Issue RFP: January 26, 2022

Final day to submit questions: January 31, 2022

Final amendment/addendum issued no later than: February 1, 2022

Proposals due: February 2, 2022

A City review committee will review all proposals and may interview a short list of respondents and make a recommendation to the Board of Alderman. After selection by the Board of Alderman, within the City will present the successful bidder with a contract. The successful bidder will have 10 days to execute the contract.

The City may also request additional information from respondents at any time prior to final approval of a selected respondent to clarify (but not substantially change the bid as submitted). The City reserves the right to reject any or all of the respondents. The City will select what, in its sole judgment, it determines will be in the lowest and best bid received.

All submittals shall become the property of the City, and, after selection process, will be a part of the public record.

III. Response Requirements

Responses shall include the following information, presented in this order:

A. Cover Letter: On firm letterhead, please identify the principal contact, providing the name, title, street address, email address, and telephone number, as well as all persons authorized to make representations for the respondent. The letter must indicate the type of organization of the respondent (e.g., individual, partnership, corporation, limited liability company, joint venture, etc.). The letter must briefly summarize the respondent's proposal and be signed by an authorized agent of the respondent.

B. Qualifications and Experience: Summarize the respondent's experience, including:

1. Examples of revenue studies undertaken by the firm.
2. Administrative capacity to undertake the project.
3. Experience with development in the local Kansas City market or similar markets.
4. Individuals that will be performing the study.

C. Legal Disclosure: Disclosure of any judgments, bankruptcies, legal proceedings, or conflicts of interest to projects the respondent has developed, owned, or has a substantial ownership interest in.

D. Revenue Study Price: Provide a statement of the proposed cost of the revenue study associated with the respondent's proposal and the expected time requirement to deliver a preliminary study and the final report.

IV. Questions & Information Requests

Any amendments or addenda to this RFP will be posted on the City's website and distributed directly to respondents known to have the RFP. To ensure you are sent the latest information regarding this request, you must register as an interested respondent by submitting your contact information to Assistant City Administrator Anna Mitchell. The City will distribute any amendments or addenda by email.

Questions about the RFP may be directed to Anna Mitchell, Assistant City Administrator, at 816-532-3897 or amitchell@smithvillemo.org. Contact regarding the RFP with any persons other than Anna Mitchell, including both other City staff and City elected officials, may result in the disqualification of the submitted response to the RFP.

All respondent communications with the City will be considered confidential prior to the opening of responses. Any questions regarding the RFP must be submitted by January 31, 2022. Responses will be sent to all registered respondents no later than February 1, 2022. No further questions will be answered after this date.

V. Terms & Conditions

- A. All proposals shall become an integral part of any contract and/or agreement executed between the City of Smithville and the winning firm.
- B. The City retains the right to use any or all ideas presented in any proposal. Selection or rejection of the proposal does not affect this right.
- C. Supplemental materials will not be accepted after the proposals have been opened, unless requested of all bidders by the City.
- D. The City reserves the right to amend, modify, or withdraw this RFP for any reason, or no reason whatsoever, and at the City's sole and absolute discretion.
- E. This RFP does not commit the City to select any firm or enter into an agreement with any firm.
- F. The City reserves the right to reject any proposal or all proposals if deemed to be in the best interest of the City. The City reserves the right to waive informalities in the RFP.
- G. No respondent may withdraw their proposal for a period of ninety (90) days from the response date.
- H. All responses to this RFP and documents and meetings relating thereto may remain closed records or meetings under the Missouri Sunshine Act until a contract is executed or until RFP responses are rejected. All responses to this RFP, proposals and supplementary material will become the property of the City when submitted. Thereafter, all responses to the RFP and all proposals will become public information.
- I. The selection of a firm is subject to the approval of the City by its Board of Alderman, at its sole discretion.
- J. The City will not be liable for any expenses incurred by a respondent in replying to this RFP or for expenses incurred by the successful respondent during the negotiation of an agreement between the respondent and the City.

(It is preferred that the Bid Response use this Form, however, the City reserves the right to accept Bids which provide the necessary information without using this form)

RFP #22-10 SMITHVILLE COMMONS DEVELOPMENT REVENUE STUDY

PROPOSAL RESPONSE FORM

I, _____, hereby representing
(Agent Submitting RFP)

_____, have read and reviewed the attached specifications.
(Firm or Company)

I state the hereby offer meets or exceeds all requirements. All other required information must be attached.

Company Name

Authorized Person (Print)

Address

Signature

City/State/Zip

Title

Telephone

Date

Tax ID No.

E-Mail Address

February 4, 2022

Anna Mitchell
City of Smithville
Assistant City Administrator
107 West Main Street
Smithville, MO 64089

Re: RFP #22-10 Smithville Commons Development Revenue Study

Dear Ms. Mitchell,

In accordance with the aforescribed Request for Proposals (“RFP”) for the production of a revenue study associated with Smithville Commons Tax Increment Financing Redevelopment Area and the Smithville Commons Community Improvement District, PGAV Planners, LLC (“PGAV”) is please to provide our proposal to deliver the requested services.

Included with this letter is a proposed agreement that describes our proposed scope of services and fees as well as some examples of our prior work.

I have consulted on tax increment financing projects in 10 states and have authored development revenue studies in support of more than \$2 billion in development bonds over the past 15 years. Through our work, we study all real estate property classes and look at development projects in many different contexts. I understand that our job is to communicate to potential bond-buyers the story of the source of credit, how it fits within the local market, and reasonable expectations associated with revenues available to repay the bonds.

I am grateful to have the opportunity to work with your community on this project. If you have any questions and would like to discuss our proposal and our qualifications, please don't hesitate to call.

Thank you very much,



Andy Struckhoff, AICP, DFCP
Vice President

CONTRACT FOR TECHNICAL SERVICES AND ASSISTANCE
BETWEEN
THE CITY OF SMITHVILLE, MISSOURI
AND
PGAV PLANNERS, LLC

This Agreement is entered into by and between the City of Smithville, Missouri hereinafter referred to as the “City” or the “Client,” and PGAV Planners, LLC, hereinafter referred to as the “Consultant.”

Witnesseth:

Whereas, the City established the Smithville Commons Tax Increment Finance Redevelopment Area (the “Smithville Commons TIF”) and the Smithville Commons Community Improvement District (the “Smithville Commons CID”) to support commercial development including a Cosentino’s Price Chopper, Porters Ace Hardware, Taco Bell, Scooter’s Coffee, Burger King, Domino’s Pizza, and two uses currently under construction (the “Project”);

Whereas, Development Associates Smithville, LLC (the “Developer”) has approached the City to issue Tax Increment Financing Revenue Bonds to pay reimbursable project costs related to the Smithville Commons TIF. The City would like to know if the projected revenues generated by Smithville Commons and the Smithville Commons CID would be sufficient to pay the debt service related to the proposed bonds ; and

Whereas, the Consultant is familiar with TIF and CIDs in Missouri and is duly experienced in providing the necessary services to perform said independent evaluation and projection of revenues likely to accrue from the Project.

Now, Therefore, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The following Scope of Services will be completed as outlined in **Exhibit A**, attached hereto:

II. COMPENSATION

The fee for the services outlined in Exhibit A will be an amount equal to Twenty Thousand Dollars (\$20,000) exclusive of reimbursable expenses as stated below. Invoices will be submitted on a monthly basis and fees billed in proportion to the amount of work completed. Any reimbursable expenses incurred will be billed at their direct cost to PGAV.

III. SERVICES OUTSIDE THE SCOPE OF THIS AGREEMENT

The Scope of Services to be delivered by the Consultant shall be as provided for herein. The following work elements are hereby specifically noted as not included as tasks to be performed in conjunction with the terms of this Agreement:

- A. Data collection and analysis with respect to revenues not associated with the Project.
- B. Opinions with respect to existing or anticipated revenue sources or generation not associated with the Project.
- C. Reporting on events or information which become available subsequent to the date of the Final Technical Memorandum.
- D. Update of revenue projections when a bond closing does not occur within 90 days of the date of issuance of the Draft Technical Memorandum or within 60 days of the date of the issuance of the Final Technical Memorandum.
- E. Update of revenue projections and Draft Technical Memorandum pursuant to a change in site plan and or mix of uses contemplated for the Project.

These services shall be considered additional work beyond the scope of this Agreement. The Client may acquire the provision of such services by the Consultant at an additional cost to be negotiated and provided for in the form of an addendum to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed this ____ day of _____ 2022.

CITY OF SMITHVILLE, MISSOURI

PGAV PLANNERS, LLC

Andy Struckhoff
Vice President

Exhibit A - Work Tasks

A. Review of Revenue Data

PGAV will conduct a review and analysis of the various data and revenue components which will need to be evaluated in order to ascertain the current level of revenue generation and to project future levels of TIF revenues available for bond financing. The data to be reviewed will include, but not necessarily be limited to, the following items:

- a. The list of parcels by Clay County parcel identification number located in the TIF and CID;
- b. Agreements by and/or among the Developer and the City which govern the term and disposition of revenues to be used as sources of funds for the bonds;
- c. The amount of revenues accruing to date, if any;
- d. A listing of current retail tenants currently leasing space at the Project;
- e. Consideration for any tenants which have signed letters of intent, commitment letters, or have executed leases, to open a place of business within the Project; and,
- f. Any other information that would help to confirm the tax generation potential of the improvements within the Project.

B. Market Analysis

PGAV staff will conduct an in-depth market analysis for each type of use planned for the Project. PGAV will review local demographic and economic conditions .

- a. Retail Market Analysis: PGAV will:
 - i. Using proprietary data sources, review the local and regional consumer demand for the mix, and type, of retail currently operating at the Project and planned or anticipated to open within the Project.
 - ii. Determine the primary and secondary trade areas for the retail development planned for the project and detail retail demand per North American Industrial Classification System ("NAICS") code.
 - iii. Using cell-phone tracking data, PGAV will determine the extent of the Project's true trade area. This information will also help us understand visitor demographics, spending, and demand.
 - iv. Research annual reports and other publicly available information on national credit retailers planned for location in the Project. Understanding national trends with respect to the retailers contemplated for the Project will provide a basis for estimating the Project's retail production.

C. Revenue Analysis

Using the data gathered and analyzed in Task A and the work done in Task B, described above, PGAV will develop estimates of revenues dedicated to the repayment of the bonds. These estimates will cover the period of time for which the incentive mechanisms remain in effect pursuant to ordinances of the County and/or agreements governing the disposition of revenues.

D. Technical Memorandum

PGAV will prepare a Draft and Final Technical Memorandum summarizing the results of Tasks A, B and C, as outlined above, which will include the narrative, tabular and graphic elements necessary to accurately describe the work. The Final Technical Memorandum will be prepared subsequent to a review of the Draft Technical Memorandum by the appropriate Client staff, Developer staff, and Bond Counsel.

E. Project Management

Andy Struckhoff, Vice President of PGAV, will serve as project manager and primary point-of-contact for the work described herein.

F. Review of Official Statement

The work and findings resulting from Task C, above, cannot be included in any official statement for a bond issue and consummation of a bond sale without prior review and approval by the Consultant regarding any representations therein with respect to the Consultant's organization and work product. Such approval should not be unreasonably withheld and shall not involve a separate fee.

G. Information to be provided by the Client and/or the Developer

The Client and/or the Developer, as appropriate, will provide available data to PGAV as follows:

1. The data described in Task A;
2. The services of TIF, Bond and Disclosure Counsel (if necessary) to assist in gathering data pertinent to the project; and
3. Assistance (if required) with requests for information and data from outside sources.

H. Timing

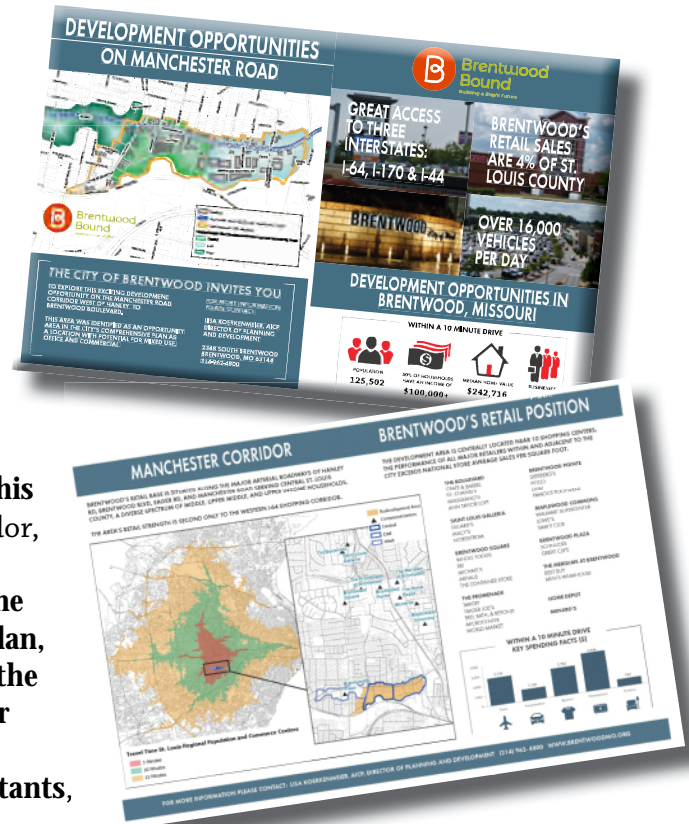
The services of the Consultant are to commence immediately upon acceptance of this Agreement and will be undertaken pursuant to a mutually agreed upon schedule.

BRENTWOOD, MO Market Analysis & Master Plan

For nearly a decade, PGAV has worked with the City of Brentwood, Missouri on a variety of market analysis, planning, and design projects. Most recently, the PGAV team assisted with a massive corridor project in the City, working with a team of consultants to create a master plan for the Manchester Corridor.

Brentwood's oldest commercial corridor, Manchester Road, located along its southern border, has a recurring flooding problem. Since 1956, the road has flooded 26 times with increasing frequency in recent years. The repeated flooding has caused millions of dollars in property damage and rising public safety costs. To prevent further damage, the City of Brentwood embarked on a flood mitigation effort and redevelopment plan called "Brentwood Bound."

As part of the Brentwood Bound efforts, PGAV helped City leadership and residents understand the impact and potential revenues generated by an additional sales tax, which the City's voters ultimately approved and will help to pay for this overall effort. PGAV conducted a market analysis of the corridor, the City, and the surrounding area to understand the existing conditions and contemplate the potential for the corridor in the future. Coupled with this, PGAV created the redevelopment plan, recommended land use and zoning updates, and worked with the engineers and designers on the project to create a new corridor - one filled with thriving businesses and a pedestrian-friendly environment. Working with its partners, and a team of consultants, the project incorporates streetscape improvements, trails, and parkland to produce an overall plan for the area that will mitigate the flooding problem and allow for continuous, productive use of the land. All funding for improvements is currently in place and construction began in 2021.



CHUBBOCK, ID Pine Ridge Mall Redevelopment Plan

The Pine Ridge Mall was built in 1981 in Chubbuck, Idaho and includes an enclosed shopping mall, outparcels, and four sites that are available and marketed for commercial development. Changes in the retail industry are forcing owners and managers of enclosed shopping malls to redefine their competitive advantage, tenant mix, and tenanting strategies. Initially, enclosed shopping malls consisted of three or four large department store anchors that generated foot traffic and supported smaller inline retailers. However, the ascendance of online shopping and shifting consumer preferences has had a profound effect on department stores and other retailers nationally, leading to company bankruptcies, store closures, and an overall scaling back of retail square footage for many once prominent retailers. This trend has affected Pine Ridge Mall, which in the past five years has seen the closure of Sears (2014, as part of the closure of 235 stores that year), Herberger's (part of a closure of 47 stores nationwide in 2018), and Shopko (2019, part of the closure of all Shopko stores due to bankruptcy).

Moving forward, the industry outlook for malls in the "B" (sales between \$300 and \$500 per square foot) and "C" classes (sales of less than \$300 per square foot) is very uncertain. Anchor spaces have proven difficult to fill, and malls are turning to nontraditional tenants, including non-retailers, to fill these spaces and generate foot traffic, with varying degrees of success. Inline tenants, whose performance largely depends on the success of anchor tenants to draw traffic to the mall, are also negatively affected by the decline in traditional mall shopping. Since its acquisition in 2014, mall management at Pine Ridge Mall has successfully filled a portion of its vacated anchor spaces with a mix of traditional and non-traditional tenants.

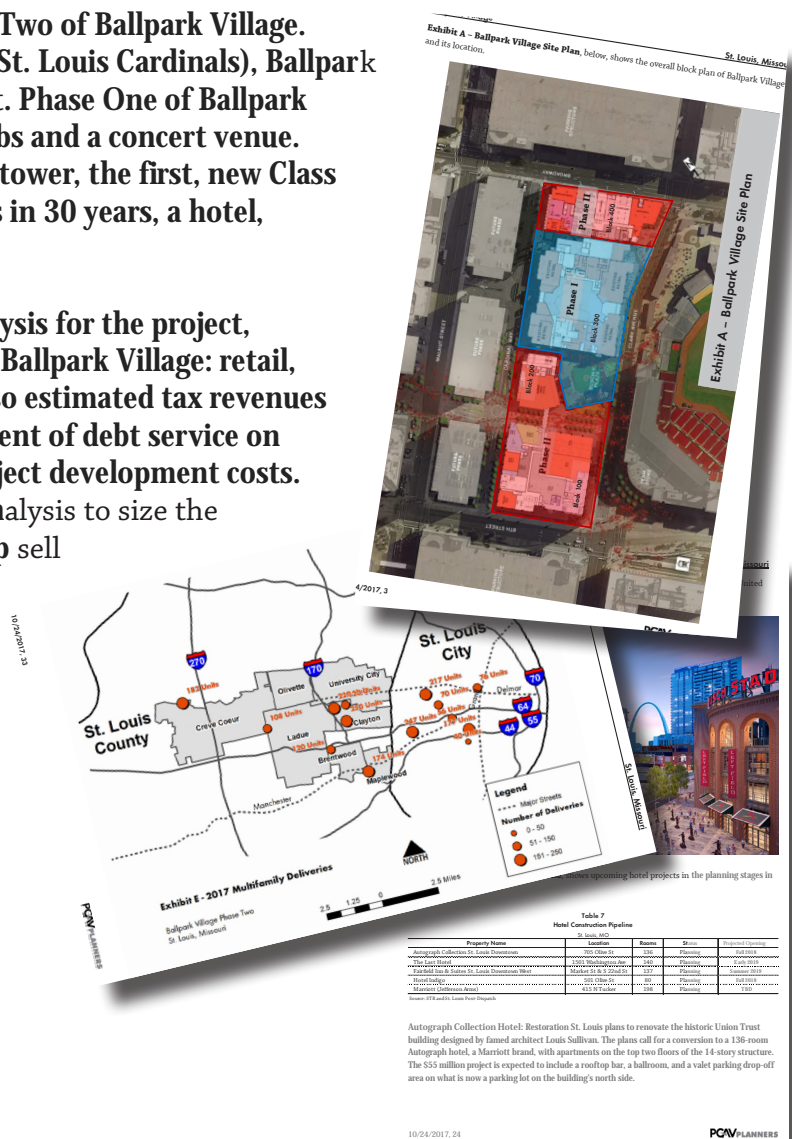
PGAV was engaged by the mall owner in Chubbuck to assess the current market and consider future redevelopment opportunities as it relates to the future of Pine Ridge Mall.



BALLPARK VILLAGE Market Analyses

In December 2017, construction began on Phase Two of Ballpark Village. Located adjacent to Busch Stadium (home of the St. Louis Cardinals), Ballpark Village is a dense, mixed-use development project. Phase One of Ballpark Village includes several restaurants and night clubs and a concert venue. Phase Two includes a 29-story luxury apartment tower, the first, new Class A office building delivered to Downtown St. Louis in 30 years, a hotel, restaurants and retail space.

PGAV Planners produced a thorough market analysis for the project, reviewing the market associated with each use at Ballpark Village: retail, restaurant, office, hotel, and multi-family. We also estimated tax revenues likely to be generated by the project for the payment of debt service on financial obligations issued to pay for certain project development costs. The bond underwriter, Stifel, used our revenue analysis to size the bonds. Stifel also used our market analysis to help sell the bonds, as potential bond buyers could review our study and gain an understanding of the St. Louis market for office, hotel, retail, restaurant and multi-family uses and also understand how Ballpark Village fits within this dynamic.



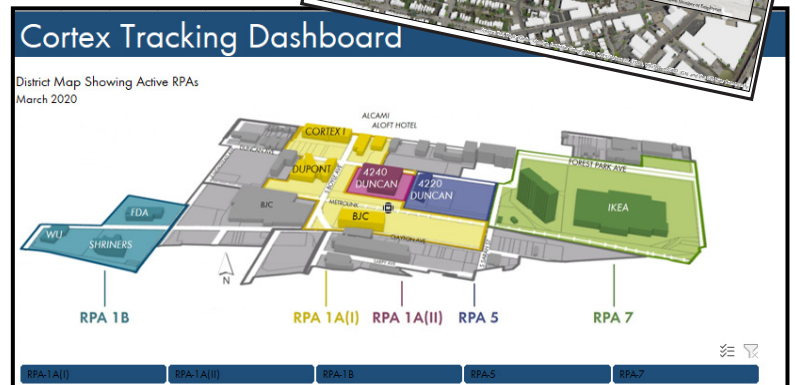
CORTEX Revenue Analysis & TIF Planning

The Cortex Innovation Community is a vibrant, 200-acre hub of business, innovation, and technology integrated into St. Louis' historic Central West End and Forest Park Southeast neighborhoods. Cortex is surrounded by nationally ranked universities and medical centers, and abundant cultural and recreational assets. PGAV has been engaged with Cortex leadership as a trusted advisor with respect to neighborhood development planning and development finance initiatives for more than five years.

As changes in the neighborhood occur, we help evaluate future goals and revenue impacts, ensuring that land use and development decisions take advantage of current opportunities, continue to build a diversity of uses (including residential and retail uses), build needed infrastructure, and develop a diverse, high-functioning neighborhood that encourages connections between businesses, entrepreneurs and residents. We help track progress and communicate activities and projections to City staff and officials.

PGAV helps advise Cortex leadership on development finance initiatives, working with City staff to ensure that all businesses located in the District are accounted for in terms of taxing requirements and development incentives. We maintain a database tracking projections, revenues, businesses, and parcels that is updated quarterly as new information is released. From this data, we create dynamic and easy to understand visuals showing progress towards bond repayment that allow for analysis by redevelopment area, time period, revenue type, and other factors, with the goal of creating materials that are useful, intuitive, and promote constructive dialog among project stakeholders.

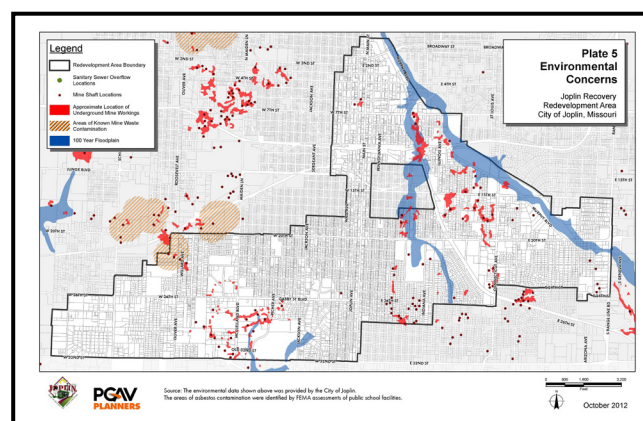
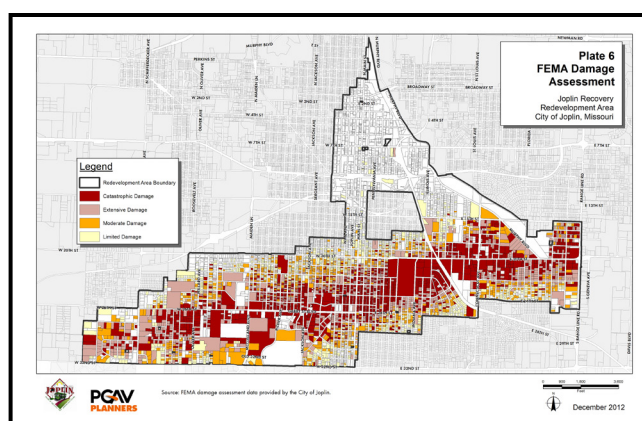
The Cortex Innovation District was recently named one of the Great Places in Missouri in 2021, an award given for the highest levels of planning through vision, partnerships, and action.



JOPLIN, MO Redevelopment Plan

In the aftermath of the deadly EF-5 tornado that struck the Joplin area, claiming 161 lives and causing up to \$3 billion in damage, the City, FEMA, and local residents organized the Citizen Advisory Recovery Team (CART) to get public and stakeholder input on a path forward for the redevelopment of Joplin. The City retained PGAV to draft a Tax Increment Financing (TIF) Redevelopment Plan and Cost Benefit Analysis (CBA) for the portion of Joplin devastated by the tornado and the City's historic Downtown. PGAV conducted extensive fieldwork and analysis over several days in Joplin. This reconnaissance led to a determination that the subject area qualified for tax increment finance assistance. The TIF Redevelopment Area is the largest ever attempted in the State of Missouri, encompassing more than 6,000 parcels and covering nearly 4,000 acres. PGAV worked with the City to complete the TIF Redevelopment Plan and CBA and get approval by the City TIF Commission and City Council, all within a four-month timeframe.

Joplin's redevelopment is currently ongoing and aims to complete approximately \$807 million in new construction and rehabilitation. These redevelopment projects include infrastructure improvements, new schools, market rate single-family and multi-family housing, affordable housing, senior living, medical offices, a downtown education complex, library/theater complex, performing arts and visual arts center, hotel and convention center, and a multi-purpose event venue and sports complex.



RFP #22-10 SMITHVILLE COMMONS DEVELOPMENT REVENUE STUDY

PROPOSAL RESPONSE FORM

I, Andy STRUCKHOFF, hereby representing
(Agent Submitting RFP)

PG&V PLANNERS, LLC, have read and reviewed the attached specifications.
(Firm or Company)

I state the hereby offer meets or exceeds all requirements. All other required information must be attached.

PG&V PLANNERS, LLC
Company Name

200 N. Broadway, #1000
Address

ST. LOUIS, MO 63102
City/State/Zip

314-231-7318
Telephone

82-2417635.
Tax ID No.

Andy STRUCKHOFF
Authorized Person (Print)

ASJ.
Signature

VICE PRESIDENT
Title

2-4-2022
Date

ANDY.STRUCKHOFF@PG&V.COM
E-Mail Address

CONTRACT FOR TECHNICAL SERVICES AND ASSISTANCE

BETWEEN

THE CITY OF SMITHVILLE, MISSOURI

AND

PGAV PLANNERS, LLC

This Agreement is entered into by and between the City of Smithville, Missouri hereinafter referred to as the “City” or the “Client,” and PGAV Planners, LLC, hereinafter referred to as the “Consultant.”

Witnesseth:

Whereas, the City established the Smithville Commons Tax Increment Finance Redevelopment Area (the “Smithville Commons TIF”) and the Smithville Commons Community Improvement District (the “Smithville Commons CID”) to support commercial development including a Cosentino’s Price Chopper, Porters Ace Hardware, Taco Bell, Scooter’s Coffee, Burger King, Domino’s Pizza, and two uses currently under construction (the “Project”);

Whereas, Development Associates Smithville, LLC (the “Developer”) has approached the City to issue Tax Increment Financing Revenue Bonds to pay reimbursable project costs related to the Smithville Commons TIF. The City would like to know if the projected revenues generated by Smithville Commons and the Smithville Commons CID would be sufficient to pay the debt service related to the proposed bonds ; and

Whereas, the Consultant is familiar with TIF and CIDs in Missouri and is duly experienced in providing the necessary services to perform said independent evaluation and projection of revenues likely to accrue from the Project.

Now, Therefore, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The following Scope of Services will be completed as outlined in **Exhibit A**, attached hereto:

II. COMPENSATION

The fee for the services outlined in Exhibit A will be an amount equal to Twenty Thousand Dollars (\$20,000) exclusive of reimbursable expenses as stated below. Invoices will be submitted on a monthly basis and fees billed in proportion to the amount of work completed. Any reimbursable expenses incurred will be billed at their direct cost to PGAV.

III. SERVICES OUTSIDE THE SCOPE OF THIS AGREEMENT

The Scope of Services to be delivered by the Consultant shall be as provided for herein. The following work elements are hereby specifically noted as not included as tasks to be performed in conjunction with the terms of this Agreement:

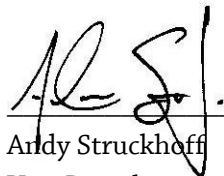
- A. Data collection and analysis with respect to revenues not associated with the Project.
- B. Opinions with respect to existing or anticipated revenue sources or generation not associated with the Project.
- C. Reporting on events or information which become available subsequent to the date of the Final Technical Memorandum.
- D. Update of revenue projections when a bond closing does not occur within 90 days of the date of issuance of the Draft Technical Memorandum or within 60 days of the date of the issuance of the Final Technical Memorandum.
- E. Update of revenue projections and Draft Technical Memorandum pursuant to a change in site plan and or mix of uses contemplated for the Project.

These services shall be considered additional work beyond the scope of this Agreement. The Client may acquire the provision of such services by the Consultant at an additional cost to be negotiated and provided for in the form of an addendum to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed this ____ day of _____ 2022.

CITY OF SMITHVILLE, MISSOURI

PGAV PLANNERS, LLC



Andy Struckhoff
Vice President

Exhibit A - Work Tasks

A. Review of Revenue Data

PGAV will conduct a review and analysis of the various data and revenue components which will need to be evaluated in order to ascertain the current level of revenue generation and to project future levels of TIF revenues available for bond financing. The data to be reviewed will include, but not necessarily be limited to, the following items:

- a. The list of parcels by Clay County parcel identification number located in the TIF and CID;
- b. Agreements by and/or among the Developer and the City which govern the term and disposition of revenues to be used as sources of funds for the bonds;
- c. The amount of revenues accruing to date, if any;
- d. A listing of current retail tenants currently leasing space at the Project;
- e. Consideration for any tenants which have signed letters of intent, commitment letters, or have executed leases, to open a place of business within the Project; and,
- f. Any other information that would help to confirm the tax generation potential of the improvements within the Project.

B. Market Analysis

PGAV staff will conduct an in-depth market analysis for each type of use planned for the Project. PGAV will review local demographic and economic conditions .

- a. Retail Market Analysis: PGAV will:
 - i. Using proprietary data sources, review the local and regional consumer demand for the mix, and type, of retail currently operating at the Project and planned or anticipated to open within the Project.
 - ii. Determine the primary and secondary trade areas for the retail development planned for the project and detail retail demand per North American Industrial Classification System ("NAICS") code.
 - iii. Using cell-phone tracking data, PGAV will determine the extent of the Project's true trade area. This information will also help us understand visitor demographics, spending, and demand.
 - iv. Research annual reports and other publicly available information on national credit retailers planned for location in the Project. Understanding national trends with respect to the retailers contemplated for the Project will provide a basis for estimating the Project's retail production.

C. Revenue Analysis

Using the data gathered and analyzed in Task A and the work done in Task B, described above, PGAV will develop estimates of revenues dedicated to the repayment of the bonds. These estimates will cover the period of time for which the incentive mechanisms remain in effect pursuant to ordinances of the County and/or agreements governing the disposition of revenues.

D. Technical Memorandum

PGAV will prepare a Draft and Final Technical Memorandum summarizing the results of Tasks A, B and C, as outlined above, which will include the narrative, tabular and graphic elements necessary to accurately describe the work. The Final Technical Memorandum will be prepared subsequent to a review of the Draft Technical Memorandum by the appropriate Client staff, Developer staff, and Bond Counsel.

E. Project Management

Andy Struckhoff, Vice President of PGAV, will serve as project manager and primary point-of-contact for the work described herein.

F. Review of Official Statement

The work and findings resulting from Task C, above, cannot be included in any official statement for a bond issue and consummation of a bond sale without prior review and approval by the Consultant regarding any representations therein with respect to the Consultant's organization and work product. Such approval should not be unreasonably withheld and shall not involve a separate fee.

G. Information to be provided by the Client and/or the Developer

The Client and/or the Developer, as appropriate, will provide available data to PGAV as follows:

1. The data described in Task A;
2. The services of TIF, Bond and Disclosure Counsel (if necessary) to assist in gathering data pertinent to the project; and
3. Assistance (if required) with requests for information and data from outside sources.

H. Timing

The services of the Consultant are to commence immediately upon acceptance of this Agreement and will be undertaken pursuant to a mutually agreed upon schedule.