

**CITY OF NORTH KANSAS CITY, MISSOURI
REGULAR COUNCIL MEETING AND MOTION
TO CLOSE PART OF THE MEETING**

AMENDED

October 19, 2021

7:00 p.m.

- 1. Call to order**
- 2. Roll Call**
- 3. Pledge of Allegiance**
- 4. Approval of Agenda**
- 5. Comments from the Public**
(Please limit comments to five minutes)

Consent Agenda

All matters listed within the Consent Agenda have been distributed to each member of the City Council for reading and study, are considered to be routine, and will be enacted by one motion of the council with no separate discussion. If separate discussion is desired on any item by any member of the City Council or by any member of the audience who has spoken during *Comments From the Public*, that item will be removed from the Consent Agenda and placed on the Regular Agenda.

- 6. Approval of Work Session Minutes of October 5, 2021**
- 7. Approval of Regular Council Meeting Minutes of October 5, 2021**
- 8. Approval of Replacement of Fire Radios**

The FY 2021 budget includes \$350,000 for the purchase and replacement of the Fire Department's current radio system. This includes replacement of all Motorola APX6000XE held radios, apparatus fleet radios, station alerting radios and the installation of the radios. The replacement of this system is necessary as our radios have now reached their end of life/support on December 31, 2020. This means if a radio malfunctions, it is no longer repairable. The purchase will be made utilizing the competitive bidding process as performed by Johnson County Emergency Communications Cooperative Purchasing Agreement. The Fire Department Staff recommends replacement of the current Fire Radio System.

9. Budget Amendment for Minor Home Repair and Modification Program (Resolution No. 21-081)

At its October 5, 2021, Regular Session, the City Council directed staff to increase the funding amounts in the Contract for Services with both Northland Neighborhoods, Inc., and Rebuilding Together Kansas City from \$10,000 to \$20,000. Staff was instructed to bring forward a budget amendment at the next City Council meeting to amend the FY 2022 Budget for the Minor Home Repair and Modification Program from \$20,000 to \$40,000.

10. Proclamation for 76th Anniversary of National Disability Employment Awareness Month

Regular Items

11. Public Hearing – Water & Sewer Rates

At its meeting of August 3, 2021, the City Council provided direction to staff regarding sewer rates to charge customers in Calendar Year 2022. Pursuant to that direction, now before Council for formal consideration are ordinances setting those rates in the following calendar year. The ordinances call for an increase of 25% in sewer rates and an increase of 20% for water rates. A public hearing on the proposed increase in sewer rates is required by statute. The official notice for this public hearing also invited public comments on the change in water rates. Staff recommends that the Council conduct the public hearing.

- A. Staff Report
- B. Open Public Hearing
- C. Public Comments
- D. Close Public Hearing

12. Sewer Rates for Calendar Year 2022 {Bill No. 7636 (Ordinance No. 9433)}

At its meeting of August 3, 2021, the City Council provided direction to staff regarding sewer rates to charge customers in Calendar Year 2022. Pursuant to that direction, now before Council for formal consideration are ordinances setting those rates in the following calendar year. The ordinance calls for an increase of 25% in sewer rates.

13. Water Rates for Calendar Year 2022 {Bill No. 7637 (Ordinance No. 9434)}

At its meeting of August 3, 2021, the City Council provided direction to staff regarding sewer rates to charge customers in Calendar Year 2022. Pursuant to that direction, now before Council for formal consideration are ordinances setting those rates in the following calendar year. The ordinance calls for an increase of 20% in water rates.

14. Standard Insurance Company Contract – 2022 Group Basic Life and AD&D, Group Additional Life and AD&D and Long Term Disability Coverage {Bill No. 7638 (Ordinance No. 9435)}

All employee benefits were marketed this year by Lockton and summaries of each benefits enhancement and savings were summarized and approved by the City Council on August 17, 2021. Attached you will find the Group Basic Life and Accidental Death and Dismemberment Insurance Summary, Group Life Insurance Policy, Certificate group Life Insurance, Group Additional Life and AD&D Insurance Summary, Group Long Term Disability Insurance Summary, Group Long Term Disability Insurance, and Group Long Term Disability Insurance Policy. Staff recommends approval of the Standard Insurance Company agreement for group Basic Life insurance and AD&D, group Additional Life and AD&D, Life and Long Term Disability for the City of North Kansas City employees from January 1, 2022 – January 1, 2025.

15. Acquisition of Certain Property Interest in Real Property for the Burlington Corridor Complete Streets Plan for the Public Purpose of Improving Infrastructure in the City of North Kansas City Along Burlington {Bill No. 7640 (Ordinance No. 9437)}

City Council previously authorized, with the approval of the Missouri Department of Transportation, certain improvements along the Burlington corridor within the City of North Kansas City. These improvements will require acquisition of certain property interests in real property for the Burlington Corridor Complete Streets Plan.

16. Mask Mandate Extension {Bill No. 7639 (Ordinance No. 9436)}

Councilmember Smith has requested that an extension of Mayor DeLong's Order No. 21-003 be placed on the City Council Agenda so that the Council may vote to extend the Order for a period of twenty-eight (28) calendar days from 12:01 a.m. on October 23, 2021, until November 20, 2021, at 12:01 a.m. unless rescinded, extended, modified or amended pursuant to applicable law. Ordinance No. 9436 and Order No. 21-004 has been prepared for the City Council's consideration.

17. Amending Section 10.68.060 Regarding the Use of Skateboards, Roller Skates and Similar Devices {Bill No. 7634 (Ordinance No. 9431)}

Mayor DeLong is proposing the following amendments to 10.68.060 Skateboarding and skating on streets and sidewalks.

18. Public Art Mural Contract – Easement {Bill No. 7635 (Ordinance No. 9432)}

In late 2020, Exltube approached the Tim C. Crummett Family Charitable Fund Projects Committee ("the Crummett Committee") to discuss the opportunity to partner on a public art mural on one of their buildings along Burlington. This area has long been identified by the Crummett Committee as a prime location for a public art mural due to its size and location along a high-traffic area in North Kansas City. Exltube and the Crummett Committee agreed to cost-share the mural due to the sheer size and scope of the wall. The wall selected was the east wall of Bay 4. The building owner, Steel Ventures, LLC, has agreed to enter into an easement agreement to ensure that the mural will remain in place, without alterations other than necessary maintenance and repair, for a period of five years. This agreement can be renewed if both parties are amenable. The building owner/business will not receive compensation for the display of the mural, and is prohibited from charging for access to the mural. Once completed, the City will accept ownership of the mural and will be responsible for all maintenance required for the next five years per the easement agreement with Steel Ventures, LLC.

19. Public Art Mural Program – Artist Agreement (Resolution No. 20-080)

In late 2020, Exltube approached the Tim C. Crummett Family Charitable Fund Projects Committee ("the Crummett Committee") to discuss the opportunity to partner on a public art mural on one of their buildings along Burlington. This area has long been identified by the Crummett Committee as a prime location for a public art mural due to its size and location along a high-traffic area in North Kansas City. The Crummett Committee in conjunction with Exltube adjusted the original project budget to \$55,000 – \$20,000 from Exltube and \$35,000 from the Crummett Committee. In June, the second Call to Artists was issued with the new

budget using a national Call to Artists platform. Out of the 50 artist submissions, Andrei Krautsou's mural concept was accepted by the Crummett Committee and Exltube. The artist and Exltube have finalized the mural to the satisfaction of all parties. The Artists Agreement with Andrei Krautsou is for \$53,550, which includes the \$20,000 cost-share from Exltube. The timeline for this project is several weeks with a completion date of November 26, 2021. The mural will include a painted dedication plaque to recognize the artist and the Tim C. Crummett Family Charitable Fund.

20. 23rd & Swift Chapter 100 Plan –Public Comments on Chapter 100 Plan.

The City Council will consider an ordinance to approve the proposed Plan for an Industrial Development Project and Cost-Benefit Analysis for the 23rd & Swift Project (the "**Plan**") during the City Council's regular meeting on October 19, 2021, at 7:00 p.m. in the City Council Chambers in the City Hall of North Kansas City, 2010 Howell Street, North Kansas City, Missouri. The City invites representatives of all taxing jurisdictions and the public to submit comments to the City Council on the proposed Plan, either prior to or at the meeting. All comments will be fairly and duly considered by the City. The notice of public comments was originally posted on September 14, 2021, for public comments at the City Council meeting on October 5, 2021. At the October 5, 2021 City Council meeting, the opportunity for making public comments on the Plan was continued by the Mayor to the October 19, 2021 City Council meeting.

It is intended that this item will be continued to the November 2, 2021, City Council meeting for the making of public comments regarding the Plan.

21. Approving Accounts Due and Payable by the City through October 15, 2021. {Bill No. 7641 (Ordinance No. 9438)}.

22. Staff Comments

- Upcoming City Items of Note
- NKC Hospital COVID-19 Update Packet (every report the City has received, newest to oldest)

23. Councilmember Comments

24. Mayor's Comments

- 25. Consideration of a Request to Hold and Recess Into an Executive Session, as Requested by the Interim City Administrator, to be Held on this Date, on a Real Estate Matter Pursuant to Missouri Revised Statutes §610.021(2)**
- 26. Consideration of a Request to Hold and Recess Into an Executive Session, as Requested by the Interim City Administrator, to be Held on this Date, on a Real Estate Matter Pursuant to Missouri Revised Statutes §610.021(2)**
- 27. Adjournment**

Copies of ordinances referred to above are available for inspection prior to the meeting in the office of the City Clerk. Note: Meetings of the City Council are being broadcast live and recorded.

Minutes of the North Kansas City, Missouri Work Session of September 21, 2021

The City Council met in a Work Session on Tuesday, September 21, 2021, at 6:00 p.m. in the City Council Chambers at City Hall, 2010 Howell Street, North Kansas City, Missouri.

The following were present:

Mayor: Bryant DeLong
Councilmembers: Wesley Graves
Anthony Saper
Jesse Smith
Lisa Tull
Zachary Clevenger
Adam Roberts
Amie Clarke
Ana Pellumbi

Staff Present: Kim Nakahodo, Interim City Administrator
Kevin Freeman, Police Chief
Dave Hargis, Fire Chief
Sara Copeland, Community Development Director
Anthony Sands, Public Works Director
Nick Hawkins, Finance Manager
Casey Campbell, Human Resources Manager
Stephen Roberts, IT Manager
Tom Barzee, City Counselor
Crystal Doss, City Clerk

Mayor DeLong called the meeting to order at 6:00 p.m.

Interim City Administrator Kim Nakahodo stated that the purpose of this work session would be to update the City Council on the status of Armour Road Complete Street improvements and seek direction on the improvements that are planned for Fiscal Year 2022. Community Development Director Sara Copeland and Public Works Director Anthony Sands gave an update to the Council. Discussion ensued. Consensus was for staff to move forward with this project working with the Special Road District for the mill and overlay and bring forth further considerations to the Council for approval at the appropriate time.

Armour Road Complete
Street Next Steps

Mayor DeLong declared the meeting adjourned at 6:25 PM.

Adjournment

Council Adjourned

Mayor Bryant DeLong

Attest:

City Clerk Crystal Doss

Approved this 5th day of October 2021

Minutes of the North Kansas City, Missouri Regular City Council Meeting of September 21, 2021

The City Council met in Regular Session on Tuesday, September 21, 2021, at the City Council Chambers located at 2010 Howell Street, North Kansas City, MO 64116.

The following were present:

Mayor: Bryant DeLong
Councilmembers: Wesley Graves
Anthony Saper
Jesse Smith
Lisa Tull
Zachary Clevenger
Adam Roberts
Amie Clarke
Ana Pellumbi

Staff Present: Kim Nakahodo, Interim City Administrator
Kevin Freeman, Police Chief
Dave Hargis, Fire Chief
Anthony Sands, Public Works Director
Casey Campbell, Human Resources Manager
Nick Hawkins, Finance Manager
Stephen Roberts, IT Manager
Tom Barzee, City Counselor
Crystal Doss, City Clerk

Mayor DeLong called the meeting to order at 7:00 p.m.

The roll was called. The following councilmembers were present: Adam Roberts, Amie Clarke, Anna Pellumbi, Wesley Graves, Anthony Saper, Lisa Tull, Jesse Smith and Zachary Clevenger.

The meeting opened with the Pledge of Allegiance.

C. Clarke moved to approve the agenda, seconded by C. Smith. The roll was called, and the vote was as follows: C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes – C. Clevenger, yes. Motion carried, 8-0.

Dave Wood, 2414 Erie Street, approached the Council to discuss several items in the FY 2022 Budget.

Roll Call

Opening

Approval of Agenda

Comments from the Public

Aaron Hansen, 500 E. 26th Avenue, approached the Council requesting help with on-street parking by high school students. He stated that there is a lot of trash on 26th Avenue from the high school students. He also requested that something be done to slow down the traffic on 26th Avenue.

Jim Dunn, 29th Avenue, read a letter regarding his resignation from the Planning Commission.

Lauren Wells, 22nd & Knox, approached the Council regarding issues she felt needed to be addressed in the FY 2022 Budget.

The Consent Agenda contained the following items:

Approval of Work Session Minutes of September 7, 2021

Approval of Regular Council Meeting Minutes from September 7, 2021

Approval of Special Council Meeting Minutes of September 8, 2021

Appointment of Lyndsey Magrone to the Planning Commission, term to expire on 11/1/2023

Proclamation Fire Prevention Week

Updated Agreement with ClearGov for Budget Suite Services

At the May 18, 2021, City Council meeting the Governing Body approved a contract agreement with ClearGov for digital budget book and transparency portal services. City staff created the FY 2022 Budget using ClearGov's digital budget book services, and is recommending to contract for the full budget suite offered by ClearGov. The full suite includes operational budgeting, capital budgeting, and personnel budgeting in addition to transparency portal and digital budget book service. Staff believes that utilizing the full suite of services offered by ClearGov will continue to streamline the budget process as well as enhance the conversation with the Governing Body and public in both the short and long term.

Consent Agenda

Victims Economic Safety and Security Act (VESSA) (Resolution No. 21-073 – Resolution Amending the City’s Personnel Manual to provide for Victims of Domestic and Sexual Violence Leave (VESSA)

Missouri Employers with at least 20 employees will soon be obligated to provide leave to victims of domestic or sexual violence under the Victims Economic Safety and Security Act (VESSA), signed into law by Governor Mike Parson on August 28, 2021. VESSA also requires employers to provide employees notice of the new law no later than October 27, 2021. Attached is the policy that will be included in the Personnel Manual and emailed to all employees prior to the effective date. Also attached is the required Missouri posting that has been posted in all common sites where legal postings are required to be posted. Staff has prepared a Resolution to amend the City’s Personnel Manual to establish Victims of Domestic and Sexual Violence Leave (VESSA) policy for the City Council’s consideration. Should the City Council proceed, this new policy would become effective immediately.

C. Smith moved to approve the Consent Agenda as presented, seconded by C. Clarke. Mayor DeLong asked all in favor and all opposed. Mayor DeLong stated the motion carried.

Consideration of a Resolution Adopting the Budget for Fiscal Year 2021-2022 (Resolution No. 21-074) (Public Hearing)

Interim City Clerk Kim Nakahodo stated the City Council met on August 31, 2021, and September 8, 2021, to review the Proposed FY 2022 City Budget. Now presented for Council approval is a resolution adopting the budget, with changes to the Proposed Budget as discussed at the budget work sessions and indicated by the Council. Mayor DeLong opened the public hearing at 7:18 p.m. Interim City Administrator Nakahodo gave a staff report. There were no comments from the Public. Mayor DeLong declared the Public Hearing closed at 7:21 p.m. C. Clevenger moved to approve Resolution No. 21-074, seconded by C. Smith. Mayor DeLong asked all in favor and all opposed. Mayor DeLong stated the motion carried.

RideKC Service Update. Bryce Shield and John Moore from Ride KC attended the meeting and discussed changes that would be made to the current routes. Discussion ensued.

Resolution No. 21-074 – Approval of Fiscal Year 2022 City Budget

RideKC Service Update

Consideration of an Ordinance Approving Public Health Order 21-003 Regarding COVID-19 in the City of North Kansas City, Missouri, and Authorizing the Extension of the Effective Period of the Current Order 21-002 Dated August 18, 2021, From September 25, 2021, Until October 23, 2021 {Bill No. 7625 (Ordinance No. 9422)}. Interim City Administrator Kim Nakahodo stated that Councilmember Smith has requested that an extension of Mayor DeLong's Order No. 21-002 be placed on the City Council Agenda so that the Council may vote to extend the Order for a period of thirty (30) calendar days from September 25, 2021, until October 23, 2021, unless rescinded, extended, modified or amended pursuant to applicable law. Ordinance No. 9422 and Order No. 21-003 has been prepared for the City Council's consideration. C. Clarke moved that Bill No. 7625 be placed on first reading, seconded by C. Roberts. Mayor DeLong asked all in favor and all opposed. Mayor DeLong stated the motion carried. Bill No. 7625 was read. C. Clarke moved that Bill No. 7625 be placed on second and final reading and passed as Ordinance No. 9422, seconded by C. Smith. The roll was called, and the vote was as follows: C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes – C. Graves, no – C. Saper, yes – C. Tull, yes – C. Smith, yes – C. Clevenger, yes. Motion carried 7-1. Bill No. 7625 was read. Thereupon Mayor DeLong declared the motion carried and the Bill duly passed. Said Bill was then numbered 9418, was signed and approved by the Mayor and attested by the City Clerk.

Consideration of an Ordinance Amending Section 17.12.040, "Specific Use Standards" of the Code of the City of North Kansas City, Missouri, Regarding Short-Term Conditional Uses {Bill No. 7624 (Ordinance No. 9421)}.

Interim City Administrator Nakahodo asked Community Development Director Copeland to present this item to Council. Ms. Copeland stated the City Council adopted an updated Zoning Ordinance on July 2, 2019. Both the previous and existing ordinance contain a section regarding Short-Term Conditional Uses, such as the use of a parking lot for a festival or closing a street temporarily for a parade or block party. The provision for Short-Term Conditional Use Permits (STCUPs) was largely carried over from the previous ordinance with minor changes. Earlier this year, inquiries about block parties made to the City Administrator prompted staff to re-examine the STCUP section, Section 17.12.040.E of the Zoning Ordinance. Staff feels that the changes made to this section in the updated ordinance, while minor, were not in alignment with the City's intent nor with the long-time process used for approval

**Ordinance No. 9422
– Emergency Order
Reauthorization**

**Ordinance No. 9421
– Zoning Ordinance
Text Amendments
Regarding Short-
Term Conditional
Uses (Section
17.12.040)**

of these permits. When the City Council updated the criteria for the Block Party program in July, staff pledged to update the text of the Zoning Ordinance regarding STCUPs at its next opportunity to match the City's practice. C. Smith moved that Bill No. 7624 be placed on first reading, seconded by C. Clarke. Mayor DeLong asked all in favor and all opposed. Mayor DeLong declared the motion carried. Bill No. 7624 was read. C. Clarke moved that Bill No. 7624 be placed on second and final reading and passed as Ordinance No. 9421, seconded by C. Smith. The roll was called, and the vote was as follows: C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes – C. Clevenger, yes. Motion carried 8-0. Bill No. 7624 was read. Thereupon Mayor DeLong declared the motion carried and the Bill duly passed. Said Bill was then numbered 9421, was signed and approved by the Mayor and attested by the City Clerk.

Consideration of an Ordinance Amending the Zoning Ordinance and the Official Zoning District Map of the City of North Kansas City, Missouri, By Changing the Zoning of Certain Described Real Property From C-3, "General Business" to R-4, "Mixed Density Neighborhood" {Bill No. 7623 (Ordinance No. 9420)}

**Ordinance No. 9420
– Zoning Map
Amendment –
PC2021-05, NKC
Destination
Development**

Interim City Administrator Nakahodo asked Community Development Director Copeland to present this item to Council. Ms. Copeland stated that the City of North Kansas City entered into a development agreement with North Kansas City Destination Developers LLC for the redevelopment of the area formerly known as the Armour Road Redevelopment Area and rebranded by the developer as One North. This application for a zoning map amendment has been made by a component developer pursuant to the development agreement. The applicant has an agreement with the Master Developer to acquire this property for a multi-family residential development. If approved, the map amendment would classify the majority of Lot 2 as R-4, Mixed Density Neighborhood. Approximately 2.7 acres along the northern boundary of Lot 2 are excluded from the rezoning request and are expected to be divided from Lot 2 for a separate development. Discussion ensued. C. Smith moved that Bill No. 7623 be placed on first reading, seconded by C. Clevenger. Mayor DeLong asked all in favor and all opposed. Mayor DeLong declared the motion carried. Bill No. 7623 was read. C. Clarke moved that Bill No. 762e be placed on second and final reading and passed as Ordinance No. 9420, seconded by C. Smith. The roll was called, and the vote was as follows: C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C.

Saper, no – C. Tull, yes – C. Smith, yes – C. Clevenger, yes. Motion carried 7-1. Bill No. 7623 was read. Thereupon Mayor DeLong declared the motion carried and the Bill duly passed. Said Bill was then numbered 9420, was signed and approved by the Mayor and attested by the City Clerk.

Consideration of a Resolution Approving and Authorizing a Certain YMCA Corporate Wellness Agreement Between the City and YMCA (Resolution No. 21-072)

Interim City Administrator Nakahodo stated that on July 6, 2021, Tina Weaver, Executive Director of the North Kansas City YMCA, presented the NKC Healthy Citizens Initiative proposal. Through this proposed program, North Kansas City residents are offered a city-subsidized membership rate to the NKC YMCA. During the Work Session, the Council requested that YMCA reexamine the cost-share structure of the NKC Healthy Citizens Initiative proposal. If the Council is amenable to this new cost-share structure, an agreement and Resolution have been prepared for the City Council's approval. Should the Council approve these documents tonight, the program will go into effect on October 1, 2021. Discussion ensued. Tina Weaver, Executive Director of the North Kansas City YMCA, was present to answer Council questions. C. Clevenger moved to approve Resolution No. 21-072, seconded by C. Graves. Mayor DeLong asked all in favor and all opposed. Mayor DeLong stated the motion carried.

Consideration of an Ordinance Amending Chapter 4.30, Sidewalk Eating and Alcohol Consumption Licenses, Regarding Requirements to Obtain Sidewalk Alcohol Consumption Licenses {Bill No. 7627 (Ordinance No. 9424)}

Interim City Administrator Nakahodo asked Community Development Director Copeland and Police Chief Kevin Freeman to present this item to Council. Ms. Copeland stated Chapter 4.30 of the Municipal Code concerns Sidewalk Eating and Alcohol Consumption Licenses, which allows portions of the public sidewalks in front of eating and drinking establishments to be used for sidewalk dining subject to the requirements of the Municipal Code. At the September 7 City Council meeting, the Council discussed amendments Section 4.30.020 regarding eligibility criteria for obtaining a license. The City Council was generally receptive to amendments that would remove food sales as an eligibility criteria. The Council also had further discussion about amendments to the City's regulations on sidewalk dining and liquor

Resolution No. 21-072 – Agreement with NKC YMCA for City-Subsidized Memberships

Ordinance No. 9424 – Amendments to Section 4.30.020, Requirements to Obtain Sidewalk Alcohol Consumption License

consumption. The Council directed that these amendments be brought back for adoption as quickly as possible. Discussion ensued. C. Roberts moved to place Bill No. 7627 on first reading, seconded by C. Pellumbi. Mayor DeLong asked all in favor and all opposed. Mayor DeLong declared the motion carried. Bill No. 7627 was read. C. Clarke moved that Bill No. 7627 be placed on second and final reading and passed as Ordinance No. 9424, seconded by C. Smith. The roll was called, and the vote was as follows: C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes – C. Clevenger, yes. Motion carried 8-0. Bill No. 7627 was read. Thereupon Mayor DeLong declared the motion carried and the Bill duly passed. Said Bill was then numbered 9424, was signed and approved by the Mayor and attested by the City Clerk.

Sidewalk Eating and Alcohol Consumption License Discussion Item.

Interim City Administrator Nakahodo asked Community Development Director Copeland and Police Chief Freeman to present this item to Council. Ms. Copeland stated that Section 9.24.020 prohibits any person from drinking alcoholic beverages on any public street, alley, open space, or public parking area, among other locations. Without access control around sidewalk dining areas, it will be difficult, if not impossible, for NKC Police to enforce Section 9.24.020 near licensed sidewalk dining areas, as officers will not be able to reliably determine whether a person is drinking in the licensed area or outside of it. Furthermore, if an officer issues a citation, the prosecutor and judge may also have a difficult time determining if the defendant was inside or outside of the licensed area. Staff feels that there is a risk that downtown NKC becomes known as an area where public drinking is allowed, resulting in unwanted behavior. Staff outlines three areas of concern including sidewalk encroachment and accessibility, building egress, and enforcement capabilities in the Amendments to Section 4.30.020, Requirements to obtain sidewalk alcohol consumption license memo. Council consensus was for staff to look into and bring back examples of barriers that could be used by the businesses.

Consideration of an Ordinance Adopting and Approving the Enrollment Agreement Between the City of North Kansas City, Missouri, and Delta Dental of Missouri for Group Dental and Vision Insurance for Employees of the City of North Kansas City, Missouri, and Their Dependents, Including Approval of (A) Group Data Form, (B) Benefits Overview, (C) Enrollment

Sidewalk Eating and Alcohol Consumption Licenses Discussion Item

Ordinance No. 9419 – Delta Dental and Vision Agreement

Regulations, and (D) Membership Certificate—Delta Dental PPO {Bill No. 7622 (Ordinance No. 9419)}.

Interim City Administrator Nakahodo asked Human Resources Manager Casey Campbell to present this item to Council. Ms. Campbell stated that all benefits were marketed this year by the City's insurance broker Lockton and summaries of each benefits enhancement and savings were summarized and approved at the August 17, 2021, City Council Regular Meeting. Staff recommends approval of the Delta Dental agreement for dental and vision services for the City of North Kansas City employees from January 1, 2022 – December 31, 2024. C. Clark moved that Bill No. 7622 be placed on first reading, seconded by C. Saper. Mayor DeLong asked all in favor and all opposed. Mayor DeLong declared the motion carried. Bill No. 7622 was read. C. Clarke moved that Bill No. 7622 be placed on second and final reading and passed as Ordinance No. 9419, seconded by C. Smith. The roll was called, and the vote was as follows: C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes – C. Clevenger, yes. Motion carried 8-0. Bill No. 7622 was read. Thereupon Mayor DeLong declared the motion carried and the Bill duly passed. Said Bill was then numbered 9419, was signed and approved by the Mayor and attested by the City Clerk.

Discussion Regarding November City Council Meeting Dates.

Mayor DeLong stated that at its September 7, 2021, Regular Meeting, the City Council directed staff to cancel the November 16, 2021, Regular City Council Meeting and schedule a Special City Council Meeting on Tuesday, November 23, 2021, due to several City Council members attending the National League of Cities 2021 City Summit Conference. Due to rising COVID-19 concerns, the National League of Cities has announced the 2021 City Summit Conference will now be fully virtual. Staff would like direction from the Council if we should proceed with a November 16, 2021, Regular City Council Meeting or continue to execute the previous direction to cancel the November 16, 2021, Regular City Council Meeting and schedule a Special City Council Meeting on Tuesday, November 23, 2021. Council consensus was to have the meeting on November 16, 2021.

**Discussion
Regarding
November City
Council Meeting
Dates**

Consideration of an Ordinance Authorizing Payment for Certain Accounts Due and Payable by the City Through September 17, 2021 {Bill No. 7626 (Ordinance No. 9423)}.

C Smith moved that Bill No. 7626 be placed on first reading, seconded by C. Clarke. Mayor DeLong asked all in favor and all opposed. Mayor DeLong declared the motion carried. Bill No. 7626 was read. C. Clarke moved that Bill No. 7626 be placed on second and final reading and passed as Ordinance No. 9423, seconded by C. Smith. The roll was called, and the vote was as follows: C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes – C. Clevenger, yes. Motion carried 8-0. Bill No. 7626 was read. Thereupon Mayor DeLong declared the motion carried and the Bill duly passed. Said Bill was then numbered 9423, was signed and approved by the Mayor and attested by the City Clerk.

Interim City Administrator Nakahodo stated that the Upcoming City Items of Note, the North Kansas City Hospital Covid Update, and the YMCA Financial Report were in the agenda packet for review.

C. Roberts commended staff on how quickly they work together to complete tasks. He thanked staff for including a Small Business Plan in this year's budget. C. Roberts stated he would like to discuss skateboarding in North Kansas City in the near future. He stated tomorrow is the start of Fall.

C. Clarke stated River Forest's first block party was a great success with about 30 people attending. She stated she appreciated the public comments this evening. She stated the kids in her ward are excited about the River Forest Park and have already completed Thank You notes for the Park Board.

C. Pellumbi stated she was sorry she missed the Ward 4 block party. She thanked staff for all they do. She thanked the Council for their attendance at the many meetings we have had lately.

C. Graves thanked the residents that spoke at tonight's Council meeting regarding the budget. He stated he agreed with a lot of what the residents said. He also stated that each item in the budget comes before the Council for a vote before the project starts. He also stated he would like to see our current skateboarding ordinance changed. He hopes after the River Forest Park is completed that Council will look at completing a skate park. He asked that staff look

**Ordinance No. 9423
– Approving
Accounts Due and
Payable by the City
Through September
17, 2021**

Staff Comments

**Councilmembers'
Comments**

at putting stop signs on Fayette at 23rd Avenue, 26th Avenue, and 27th Avenue in an attempt to slow traffic down.

C. Saper encouraged residents to come and speak at the Council meetings. He stated nothing in the budget is written in stone, and the budget can be changed. He stated he had already received thank yous from some of the kids in Ward 4 for supporting their park. He would like to see staff look into the addition of a skate park and basketball facilities.

C. Tull stated she is glad the City is taking part in the Pathways program with the school. She also thanked those residents who spoke at the meeting tonight. She stated she believed the City Vision was to continue working on the plans that have been adopted by the Council for many years, such as the Master Plan, Bike Master Plan, etc. She also thanked the tired and dedicated staff that works at NKC Hospital.

C. Smith had nothing this evening.

C. Clevenger welcomed Lyndsey Magrone to the Planning Commission. He stated no one likes to wear masks but with COVID numbers a mask mandate is necessary. On the MARC website, it appears the numbers are going down, so the masks are working.

Mayor DeLong stated there are currently vacancies on the BZA, IDA and TIF commissions. Don't forget Walk to School is Friday, October 1, 2021, starting at 7:30 a.m. in Macken Park. He stated he hoped to see the community out at the Pint Path this weekend. He also stated that the Community Development Department in City Hall is in need of modernization.

Mayor's Comments

Consideration of a Request to Hold and Recess Into an Executive Session, as Requested by the Interim City Administrator, to be Held on this Date, on a Real Estate Matter Pursuant to Missouri Revised Statutes §610.021(2).

Executive Session

This executive session was cancelled.

Consideration of a Request to Hold and Recess Into an Executive Session, as Requested by the Interim City Administrator, to be Held on this Date, on a Litigation Matter Pursuant to Missouri Revised Statutes §610.021(1)

Executive Session

C. Clevenger moved to go into executive session at 8:59 p.m., seconded by C. Clarke. The roll was called, and the vote was as follows: C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes – C. Clevenger, yes. Motion carried 8-0.

Consideration of a Request to Hold and Recess Into an Executive Session, as Requested by the Interim City Administrator, to be Held on this Date, on a Litigation Matter Pursuant to Missouri Revised Statutes §610.021(1)

Executive Session

C. Clevenger moved to go into executive session at 8:59 p.m., seconded by C. Clarke. The roll was called, and the vote was as follows: C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes – C. Clevenger, yes. Motion carried 8-0.

C. Clevenger moved to go back into regular session and adjourn at 9:16 p.m., seconded by C. Roberts. The roll was called, and the vote was as follows: C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes – C. Clevenger, yes. Motion carried 8-0.

Adjournment

Council Adjourned

Mayor

Attest:

City Clerk

Approved this 5th day of October 2021

**Minutes of the North Kansas City, Missouri
Special Meeting of September 22, 2021**

The City Council met in a Special Meeting on Saturday, August 28, 2021, at 10 a.m. in the Parks & Recreation Center, 1201 Clark Ferguson Drive, North Kansas City, Missouri.

The following were present:

Mayor: Bryant DeLong
Councilmembers: Wesley Graves
Anthony Saper – Absent
Jesse Smith
Zachary Clevenger
Adam Roberts
Amie Clarke
Ana Pellumbi – Absent

Staff Present: Kim Nakahodo, Interim City Administrator
Nick Hawkins, Finance Manager

Mayor DeLong called the meeting to order at 6:00 p.m.

Consideration of an Ordinance Fixing the Rate of Taxation for General Municipal Purposes and For Special Purposes and Setting the Tax Levy on Taxable Property Within the Limits of the City of North Kansas City, Missouri, For the Year 2021 {Bill No. 7628 (Ordinance No. 9425)}.

**Ordinance No. 9425
– Approval of 2021
Tax Levy**

Interim City Administrator Kim Nakahodo stated this meeting was for consideration of an Ordinance fixing the rate of taxation for general municipal purposes and for special purposes and making the levy on taxable property within the limits of the City of North Kansas City, Missouri, for the year 2021.

Mayor DeLong opened the Public Hearing at 6:00 p.m. There were no public comments. Mayor DeLong closed the Public Hearing at 6:01 p.m.

C. Smith moved that Bill No. 7628 be placed on first reading, seconded by C. Roberts. Mayor DeLong asked all in favor and all opposed. Mayor DeLong declared the motion carried. Bill No. 7628 was read. C. Clarke moved that Bill No. 7628 be placed on second and final reading and passed as Ordinance No. 9425, seconded by C. Clevenger. The roll was

called and the vote was as follows: C. Roberts, yes – C. Clarke, yes – C. Graves, yes – C. Tull, yes – C. Smith, yes – C. Clevenger, yes. Motion carried 6-0. Bill No. 7628 was read. Thereupon Mayor DeLong declared the motion carried and the Bill duly passed. Said Bill was then numbered 9452, was signed and approved by the Mayor and attested by the City Clerk.

Mayor DeLong declared the meeting adjourned at 6:02 p.m.

Adjournment

Council Adjourned

Mayor Bryant DeLong

Attest:

City Clerk Crystal Doss

Approved this 5th day of October 2021

MEMORANDUM



TO: Honorable Mayor DeLong & City Council Members

FROM: Major R. Mark Smith, Support Services Commander

DATE: October 4, 2021

RE: Approval of Purchase – Three police vehicles and one animal control vehicle

Budget Authority: FY 2021-22 – Gaming Fund:	\$168,415
This purchase	(\$132,576)

The FY 2021-22 Gaming budget includes \$168,415 for the purchase of three patrol vehicles and one animal control vehicle. We have received a bid from Shawnee Mission Ford who holds the MACPP (Mid-America Council of Public Procurement) bid for \$132,576 for the four vehicles with our preferred options.

This purchase includes three Ford Police Interceptor Sport Utility Vehicles of which, two would replace the existing K-9 vehicles and the third would replace the oldest patrol unit. Also in this purchase is a Ford Transit Connect Van which would replace the current animal control vehicle. The costs associated with changing out our police equipment is not included in this quote but is expected to be under \$30,000 in total.

Staff recommends approval of these purchases for \$132,576. If there are no objections and the Council approves this purchase, staff will order the vehicles immediately with an unknown delivery date due to the instability of the current auto industry.

MEMORANDUM



TO: Kim Nakahodo, Interim City Administrator

FROM: Megan Summers, Permit Technician

DATE: September 29, 2021

RE: North Kansas City High School Homecoming Parade

Drew White, Principal of North Kansas City High School, is requesting a Short-Term Conditional Use Permit to close several streets on October 15th for the NKCHS Homecoming Parade. The event will take place from 1:15pm to 2:45pm. A map of the roads proposed to be closed is attached, with the parade travelling from Howell St, to Armour Rd, to Swift, then along E 23rd Ave. Attendance is expected to be approximately 2,000 people. Assistance from the NKC Police and Clay County Deputies has been requested and is being coordinated.

APPLICATION FOR SPECIAL EVENT PERMIT / SHORT-TERM CONDITIONAL USE

APPLICANT NAME: Drew White
MAILING ADDRESS: 620 E. 23rd Ave.
PHONE: (816) 321-6412 EMAIL: drew.white@nkcschools.org

----- EVENT INFORMATION -----

NAME OF EVENT [I.E. JONES WEDDING]: Northtown Homecoming Parade
EVENT DATE: Friday, October 15th EVENT HOURS: 1:15-2:45
EVENT LOCATION (Address): NKC High School 620 E. 23rd Ave.
PROPERTY OWNER: NKC Schools PHONE: (816) 321-5310

NAME & PHONE NUMBER OF TWO PEOPLE WHO WILL BE ONSITE MANAGING EVENT:

PERSON 1: Drew White (816) 738-3465
PERSON 2: David Garrison (816) 806-8567

DETAILED DESCRIPTION OF EVENT:

NUMBER OF EXPECTED ATTENDEES: 2,000 IS THIS A HIGHER OCCUPANCY LOAD THAN PERMITTED BY YOUR CERTIFICATE OF OCCUPANCY: YES NO N/A

IF YES, ESTIMATE ATTENDEES OVER NORMAL LIMIT: _____

IS THIS EVENT PUBLIC PRIVATE [INVITATION ONLY]

WILL EVENT BE HELD WITHIN 100 FEET OF A CHURCH OR SCHOOL: YES NO

WILL FOOD BE SERVED: YES NO [IF YES, CONTACT CLAY COUNTY HEALTH AT 816-595-4350]

WILL YOUR SPECIAL EVENT INCLUDE: DJ/BAND/MUSIC STAGE TENT OPEN FLAMES

STREET CLOSING ALCOHOL HEATERS SECURITY PYROTECHNICS FOOD

IS EVENT: INDOORS OUTDOORS OTHER _____

WILL THERE BE SECURITY: ARMED UNARMED HOW MANY: 2

ARE YOU REQUESTING SPECIAL SERVICES FROM THE CITY OF NKC? YES NO

IF YES, EXPLAIN: Street closure (see attached map)

IF REQUESTING A STREET CLOSURE, HAVE YOU NOTIFIED THE PROPERTY OWNERS EFFECTED BY THE CLOSURE? YES NO

----- FOR OUTDOOR EVENTS -----

WILL THERE BE A TENT? YES NO IF YES, HOW MANY SQUARE FEET? _____

LIST TYPE OF BARRICADE TO BE USED TO ENCLOSE THE EVENT:

PLASTIC SNOW FENCE WOOD BARRICADES STEEL BIKE RACKS CHAIN LINK

OTHER NKC Police + Clay Co Deputies

HOW MANY PORTA-POTTIES WILL BE ONSITE FOR EVENT: N/A

----- FOR EVENTS REQUESTING ALCOHOL -----

WHO IS THE LIQUOR LICENSE HOLDER: _____

WHAT BUSINESS ARE THEY WITH: _____

[SEE ATTACHED REQUIREMENTS AND POLICIES GOVERNING TEMPORARY CATERER'S PERMITS.]

APPLICANTS PRINTED NAME: _____

APPLICANTS SIGNATURE: _____ DATE: _____

----- CITY APPROVALS -----

- DIAGRAM OF PREMISE**
- PROPERTY OWNER APPROVAL**
- COPY OF STATE OF MISSOURI TCP**

APPLICATION RECEIVED BY M. Summers DATE: 9/28/21

FIRE MARSHALL APPROVAL D. Williams DATE: 9/28/21

POLICE DEPARTMENT APPROVAL J. Bagley DATE: 9/29/21

DIRECTOR OF LIQUOR CONTROL APPROVAL _____ DATE: _____

ACTION BY CITY COUNCIL _____ DATE: _____

----- OTHER REQUIREMENTS -----

DIAGRAM OF THE PREMISES: SUBMIT A DRAWING SHOWING LOCATION OF EVENT, FIXTURES, AND OTHER EQUIPMENT THAT WILL BE INVOLVED (STAGE, DJ, HEATERS, BARRIERS, ETC.), ALONG WITH WHERE ALCOHOL WILL BE SOLD AND CONSUMED IF APPLICABLE. MARK POINTS OF ENTRY/EXIT. IF THERE WILL BE ANY OUTDOOR SEATING AND PORTA-POTTIES, SHOW WHERE IT WILL BE LOCATED AND INCLUDE A MEASUREMENT OF THE ENTIRE OUTSIDE PERIMETER OF THE EVENT.

PROPERTY OWNER'S APPROVAL: THERE MUST BE A LETTER FROM THE PROPERTY OWNER STATING APPROVAL WHICH MUST INCLUDE WHERE THE EVENT IS TO BE HELD AND THE START/END TIMES FOR THE EVENT.

SPECIAL EVENT APPLICATION DEADLINE: THIS APPLICATION SHOULD BE MADE A MINIMUM OF 21 DAYS IN ADVANCE OF YOUR EVENT TO SECURE APPROVAL BY CITY COUNCIL.

LIQUOR LICENSES: APPLICANT MUST APPLY FOR AND RECEIVE A TEMPORARY CATERING LIQUOR LICENSE FROM THE STATE OF MISSOURI PRIOR TO THE TEMPORARY CATERERS PERMIT ISSUED BY THE CITY OF NORTH KANSAS CITY. THE TEMPORARY CATERERS PERMIT MUST BE FINALIZED FOR PROCESSING BY THE CITY AT LEAST THREE (3) BUSINESS DAYS PRIOR TO EVENT.

APPLICANT IS RESPONSIBLE FOR THE REMOVAL OF ALL MATERIAL, EQUIPMENT, AND DEBRIS WITHIN TWENTY-FOUR (24) HOURS OF EXPIRATION OF THIS PERMIT.

----- POLICIES GOVERNING SPECIAL EVENTS AND TEMPORARY CATERER PERMITS -----

4.16.020 ALL RETAIL LICENSES: THE DIRECTOR OF LIQUOR CONTROL MAY ISSUE A TEMPORARY PERMIT TO CATERERS AND OTHER PERSONS HOLDING LICENSES TO SELL INTOXICATING LIQUOR BY THE DRINK AT RETAIL FOR CONSUMPTION ON THE PREMISES WHO FURNISH PROVISIONS AND SERVICE FOR USE AT A PARTICULAR FUNCTION, OCCASSION, OR EVENT AT A PARTICULAR LOCATION OTHER THAN THE LICENSSED PREMISES. THE TEMPORARY PERMIT SHALL BE EFFECTIVE FOR A PERIOD NOT TO EXCEED ONE HUNDRED SIXTY-EIGHT (168) HOURS (SEVEN DAYS) AND SHALL AUTHORIZE THE SERVICE OF ALCOHOLIC BEVERAGES AT SUCH FUNCTION, OCCASION, OR EVENT DURING THE HOURS AT WHICH ALCOHOLIC BEVERAGES MAY LAWFULLY BE SOLD OR SERVED UPON PREMISES LICENSED TO SELL ALCOHOLIC BEVERAGES FOR ON-PREMISES CONSUMPTION. FOR EVERY PERMIT ISSUED PURSUANT TO THE PROVISIONS OF THIS SECTION, THE PERMITTEE SHALL PAY TO THE CITY THE SUM OF TEN DOLLARS (\$10) FOR EACH CALENDAR DAY, OR FRACTION THEREOF, FOR WHICH THE PERMIT IS ISSUED.

EMPLOYEE LIQUOR PERMITS: ANYONE WHO WILL BE ACTING IN THE CAPACITY OF A BAR MANAGER, BARTENDER, WAITER, WAITRESS, CASHIER, SALES CLERK, STOCK PERSON, DOORMAN, OR OTHER PERSON RESPONSIBLE FOR CHECKING IDENTIFICATION CARDS TO DETERMINE AGE MUST HAVE ON PREMISE THEIR NORTH KANSAS CITY LIQUOR PERMIT.

STREET CLOSURE: IF A PUBLIC STREET WILL BE BLOCKED OFF FOR THE EVENT, A TRAFFIC CONTROL PLAN MUST BE INCLUDED WITH DIAGRAM FOR APPROVAL.

OCCUPANCY LOAD CERTIFICATE: A COPY OF THE OCCUPANT LOAD CERTIFICATE WHICH STATES THE INTERIOR OCCUPANT CAPACITY OF THE PREMISE MAY BE NEEDED.

HEALTH PERMIT: A COPY OF THE HEALTH PERMIT SHALL BE DISPLAYED FOR SPECIAL EVENTS SERVING FOOD.

12.32.075 DISORDERLY CONDUCT:

A. GENERALLY. NO PERSON SHALL ENGAGE IN DISORDERLY CONDUCT OR ANY CONDUCT TENDING TOWARD A BREACH OF THE PEACE OR ENGAGE IN ANY VIOLENT, TUMULTUOUS, OFFENSIVE AND DISORDERLY CONDUCT BY THREATENING, QUARRELLING, CHALLENGING TO FIGHT OR FIGHTING, OR BY USING OBSCENE, OFFENSIVE, PROFANE OR UNSEEMLY LANGUAGE TO THE ANNOYANCE, DISTURBANCE OR VEXATION OF ANOTHER.

B. WHEN NOISES CONSTITUTE DISORDERLY CONDUCT. THE CAUSING OR MAKING OF ANY UNNECESSARY LOUD NOISE BY THE USE OF AMPLIFIED SPEAKERS OR SOUND SYSTEMS SHALL BE CONSIDERED DISORDERLY CONDUCT (EXCEPTED HEREFROM IS THE USE OF CITY SOUND EQUIPMENT UTILIZED AT THE ATHLETIC FIELDS AND CITY-SPONSORED SPECIAL EVENTS).



Extraordinary Educational
Experiences

North Kansas City Schools

NORTH KANSAS CITY
HORNETS

620 E 23rd Avenue • North Kansas City, MO 64116
(816) 413-5900 • fax (816) 413-5905
www.nkcschools.org/nkhs



September 18, 2018

City of North Kansas City, City Council
NKC City Hall
2010 Howell Street
North Kansas City, MO 64116

Dear Council Members,

North Kansas City High School will be holding its annual Homecoming festivities on September 28th and 29th. We would like to have the Homecoming Parade on Friday, September 28, 2018 at 2:00 pm. Line-up will begin around 1:30 on 26th Street. The parade route will be the same as last year (see attached map), and Certificate of Insurance will be mailed to City Hall.

We would appreciate your approval of the parade route. Please contact me at 816-321-4982 or Nancy.Knipfel@nkcschools.org with your reply.

Sincerely,

Nancy Knipfel
HC Parade Chairman

(16) 413-5900

Buchanan St

oyment services
Chupacabra Mexican Grill & Cantina

Cityview Dr

E 25th Ave

Swift St

Oliver Drive

Erie St

Erie St

E 21st Ave

Fayette St

Gentry St

Start
Fayette
& 23rd

Line up
Set up area
Fayette St. &
26th Ave.

End — drivers will turn in to
the NKC field house parking
lot & unload behind school

City High School

Memorial Park

The North Kansas
City Public Library

First Baptist Church

North Kansas
City Police Dept

SUBWAY® Restaurants
Lucky Dragon Chinese

Goodyear Auto
Service Center

Screenland
Armour Theatre

David Lee Wells
Law Office

CVS Pharmacy Photo

Armour Rd
Jim's Discount

E 20th Ave

Clay St

E 21st Ave

E 23rd Ave

E 23rd Ave

E 25th

E 27th

E 29th

Iron St

Iron St

Howell St

Iron St

US Post Office

North Kansas
Parks and Re

North Kansas City
Community Center

Carbongie Park

Dogg Park

Armour Rd

Armour Rd

Armour Rd

Armour Rd

Armour Rd

MEMORANDUM

TO: Mayor and City Council Members

FROM: Thomas E. Barzee, Jr., *City Counselor*

RE: Letter Agreement and Indemnity Agreement for Use of Parking Lot Owned by 408 Armour, LLC for Spooky Snake Saturday Parade and Other Events

DATE: October 5, 2021

CC: Kim Nakahodo, *Interim City Administrator*

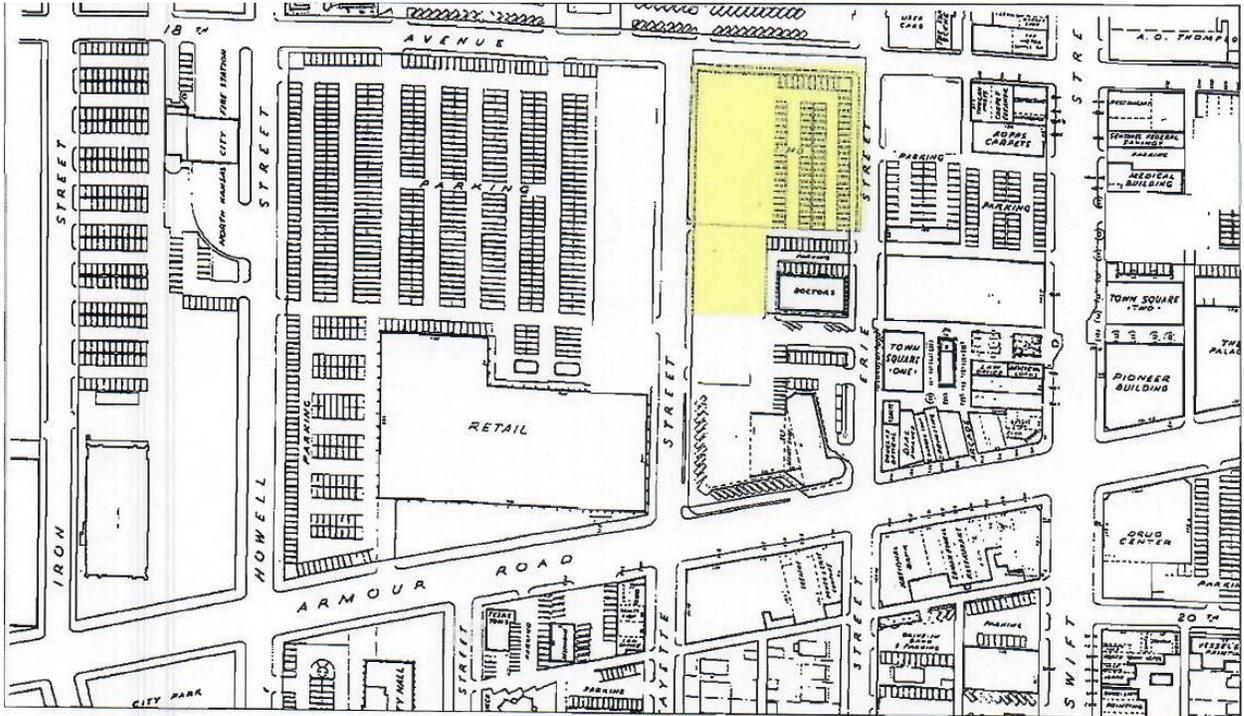
PURPOSE: Each year immediately prior to the annual Snake Saturday Parade in the City of North Kansas City, Missouri (the “City”), Northland Festivals (the parade planner and operator) seeks permission to use various parking lots now owned by either 114 Armour, LLC or 408 Armour, LLC.¹ This year, as you are aware, rather than hold the traditional Snake Saturday Parade in March, Northland Festivals is putting on a “Spooky Snake Saturday” parade and related carnival, festival and related events in October. Prior to granting permission to use the parking lots, NT Realty, Inc., acting on behalf of the two entities, requires that both Northland Festivals and the City sign both an Indemnity Agreement and a Letter Agreement protecting the interests of 114 Armour, LLC and 408 Armour, LLC, as well as certain other identified related entities and individuals. The attached Indemnity Agreement has been modified slightly since the one used for the last Snake Saturday parade two and a half years ago.² The insurance required in the Letter Agreement for 408 Armour, LLC has been checked and confirmed with the City’s insurance broker, Hub International. The attached Letter Agreement and Indemnity Agreement for 408 Armour, LLC are now ready for your consideration and, if all is found to be in order, subsequent passage of the accompanying resolution and execution of both the Indemnity Agreement and Letter Agreement by the mayor on behalf of the City.

The purpose of the proposed resolution is to consider approving the Indemnity Agreement and the separate Letter Agreement for the use of a portion of a parking lot located generally along the north side of 18th Avenue, west of Fayette and east of Erie and presently owned by 408 Armour, LLC. Passage of the resolution will approve the two agreements and authorize the Mayor to execute both agreements on behalf of the City. The agreements provide protection to 408 Armour, LLC, Northtown

¹ These are parking lots previously owned by Northtown Devco.

² Due to COVID-19, the Snake Saturday Parade and all related events was cancelled last year (2021).

Manager, LLC, Northtown Devco and NT Realty, Inc., among others, in the event someone is injured or property is damaged due to Northland Festival's and/or the City's use of the described parking lot during the Spooky Snake Saturday Parade, carnival, festival, and other events being held in the City during 2021. Though Northland Festivals is being required to sign the Letter Agreement, 408 Armour, LLC requires that the City also sign such an agreement. The general area covered by the indemnity agreement and the insurance letter agreement is shown on the drawing below and is shaded in yellow.



COMMENTS: As you may recall from a few years ago, Northtown Devco has apparently transferred all of its properties in North Kansas City into separate ownerships with each property now being owned by a separate limited liability company. It is my understanding that Northtown Devco controls the various limited liability companies that now own the properties—just a different way of holding ownerships of the various properties.

For many years now, the City has been required to indemnify, defend and hold harmless the owners of the parking lots that Northland Festivals is allowed to use for the Snake Saturday parades, carnivals, festivals, and related events in the City. It should be noted that an “indemnity agreement” is a contract between two parties whereby one party undertakes and agrees to indemnify the other party against loss or damage arising from some contemplated act on the part of the indemnitor (here, the City), or from some responsibility assumed by the indemnitee, or from the claim or demand of a third person, that is, to make good to him or her such pecuniary damage as he or she may suffer.

It is extremely important to understand that the indemnification being considered by the mayor and city council this evening extends beyond the maximum amount of insurance that the City maintains to cover it in such instances. In other words, if an accident takes place on the parking lot property and damages exceed the maximum coverage of the City under its insurance policy or policies, then the City would presumably be liable for the excess amounts, if any. While it would be preferable for the City not to be required to sign either the Indemnity Agreement or the accompanying Letter Agreement, if the parking lots are going to be used for parking guests and others during the parade and its related

activities, then the City and Northland Festivals must each execute the appropriate Indemnity Agreement and Letter Agreement. Significantly, the parking lot is not just used for parking, but the carnival and festival events as well, which certainly increases the liability. Inasmuch as the City does not own or control sufficient space to accommodate such events, then Northland Festivals needs additional space for such events. As stated above, in order to relieve the landowner, 408 Armour, LLC (the “**Owner**”), as well as Northtown Devco and NT Realty, Inc., from liability for Northland Festivals using the described parking lot for these various events, the indemnitees require that the City execute the Letter Agreement, in addition to the Indemnity Agreement. Attached to the accompanying resolution is a copy of both the Indemnity Agreement and the Letter Agreement among the City, Northland Festivals and 408 Armour, LLC. To the best of my knowledge and belief, 408 Armour, LLC does not otherwise charge the City for the use of this parking lot. The City has been using both parking lots for many events over a number of years.

I trust you will find all to be in order, but should you have any questions or comments, please do not hesitate to contact me.

RESOLUTION NO. 21-077

RESOLUTION AUTHORIZING THE CITY TO EXECUTE AN INDEMNITY AGREEMENT AND ACCOMPANYING LETTER AGREEMENT WITH 408 ARMOUR, LLC FOR THE USE OF A CERTAIN PARKING LOT FOR SPOOKY SNAKE SATURDAY PARADE AND OTHER EVENTS

WHEREAS, the City of North Kansas City, Missouri (the “**City**”) is a body corporate, a third class city and political subdivision of the State of Missouri, duly created, organized and validly existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, from time to time, the City desires to use a certain parking lot in the City of North Kansas City, Missouri, that is owned by 408 Armour, LLC, and 408 Armour, LLC is willing to grant the City permission to use a portion of such parking lot located generally north of 18th Avenue, east of Erie and west of Fayette (the “**Parking Lot**”) for various civic purposes, including this year’s Spooky Snake Saturday Parade and other events and activities, including the carnival and festival activities; and

WHEREAS, 408 Armour, LLC has requested that the City execute a certain Letter Agreement and a separate Indemnity Agreement in order to authorize the City to use such parking lot for specifically authorized civic events.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of North Kansas City, Missouri, as follows:

Section 1. Approval of Agreements. The City Council does hereby find and determine that it is in the best interests of the City of North Kansas City, Missouri, to enter into a (a) Indemnity Agreement with 408 Armour, LLC; and (b) Letter Agreement dated August 26, 2021, with 408 Armour, LLC and with Northland Festivals for the periodic use by the City of the Parking Lot owned by 408 Armour, LLC for specifically authorized and approved civic events, including, but not limited to, the Spooky Snake Saturday Parade, carnival, festival, and other activities and events. A copy of the Indemnity Agreement (the “**Indemnity Agreement**”) is attached hereto, marked “**Exhibit 1**” and is incorporated herein by reference. A copy of the Letter Agreement dated August 26, 2021 (the “**Letter Agreement**”) between the City, 408 Armour, LLC and Northland Festivals is also attached hereto, marked “**Exhibit 2**” and is incorporated herein by reference.

Section 2. Authorization of Agreement. The City Council hereby authorizes the City to enter into both the Indemnity Agreement with 408 Armour, LLC and the Letter Agreement with 408 Armour, LLC and Northland Festivals for the described use of the Parking Lot, which Indemnity Agreement and Letter Agreement shall be in substantially the form of Exhibit 1 and Exhibit 2 respectively, attached hereto. The Mayor is hereby authorized and directed to execute the Indemnity Agreement and the Letter Agreement on behalf of the City.

Section 3. Further Authority. The City shall, and the mayor, city clerk, city officials and employees of the City are hereby authorized and directed to take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 4. Severability. The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 5. Governing Law. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 6. Effective Date. This Resolution shall be in full force and effect from and after its passage by the City Council and approval by the Mayor.

DONE this 5th day of October, 2021.

Bryant DeLong, *Mayor*

ATTEST:

Crystal Doss, *City Clerk*

EXHIBIT “1”

INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT is made as of the ____ day of _____, 2021, by and between CITY OF NORTH KANSAS CITY, MISSOURI, hereinafter referred to as "Indemnitor," and 408 ARMOUR, LLC, a Missouri limited liability company, hereinafter referred to as "408 Armour".

WHEREAS, 408 Armour is the owner of that certain parking lot located in North Kansas City, Missouri (hereinafter referred to as the "Parking Lot") on the land identified on Exhibit "A" attached hereto and incorporated by reference (hereinafter referred to as the "Property"); and

WHEREAS, 408 Armour may from time to time grant Indemnitor permission to use the Parking Lot for parking of equipment, vehicles and the operation of carnival and festival activities

NOW, THEREFORE, in consideration of granting Indemnitor use of such Parking Lot, Indemnitor hereby agrees, to the fullest extent permitted by law, to indemnify, hold harmless, and defend 408 ARMOUR, LLC, its employees, attorneys, agents, manager (Northtown Manager, LLC), member (Northtown Devco), member's partners, partners of member's partners, affiliates and NT Realty, Inc. (collectively the "Indemnitees"), from and against any and all demands, causes of action, judgments, costs (to include attorneys fees), expenses, losses, damages (including consequential damages), claims, or liability for any damage to any property or injury, illness or death of any person (A) relating to or occurring in, on, or about, or arising from Indemnitor's use or occupancy of, the Parking Lot, or any part thereof, from any cause whatsoever including environmental claims; (B) occurring in, on or about any part of the Property or any areas adjacent thereto, when such damage, injury, illness or death shall be caused in whole or in part by (1) any act or omission or negligence or willful or criminal misconduct of Indemnitor, its employees, licensees, invitees, agents, servants or contractors (including, without limitation, when such damage, injury, illness or death shall have been caused in part by an Indemnatee, its employees, agents, servants or contractors) or (2) vandalism of or breaking and entry into Parking Lot; or (C) arising out of or in any way related to claims for work or labor performed or materials or supplies furnished to, or at the request of, Indemnitor or in connection with the performance of any work done by or for the account of Indemnitor, whether or not Indemnitor obtained the permission of 408 Armour to have such work done, labor performed or materials or supplies furnished; or (D) arising out of or in any way related to injuries or death suffered by Indemnitor, its employees, licensees, invitees, agents, servants or contractors, in, on or about any part of the Parking Lot, Property or areas adjacent thereto including, but not limited to, "slip and fall" or "trip and fall" incidents (including, without limitation, when such injury or death shall have been caused in whole or in part by an Indemnatee, its employees, agents, servants or contractors). It is expressly agreed and understood, the indemnification of Indemnitees by Indemnitor discussed herein shall not be limited by the insurance requirements of any Indemnatee nor by the amount of insurance purchased by Indemnitor in satisfaction of the requirements set forth herein. In addition, the indemnification obligation under this Indemnity Agreement shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Indemnitor under Workers Compensation acts, disability benefit acts or other employee benefit acts.

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

INDEMNITOR:
CITY OF NORTH KANSAS CITY, MISSOURI

408 ARMOUR, LLC
a Missouri limited liability company

By: _____

By: NORTHTOWN MANAGER, LLC, as Manager

Name: _____
(Please print or type.)

By: _____

Title: _____
Its Authorized Representative

Name: _____
(Please print or type.)

Title: _____
Its Authorized Representative

EXHIBIT A

to

Indemnity Agreement between 408 Armour, LLC and City of North Kansas City, Missouri

Legal Description of the Property:

Lots 26 through 30, both inclusive; the South ½ of vacated 19th Avenue lying North of and adjacent to the North line of said Lot 30 and the East ½ of the vacated alley lying West of and adjacent to said Lots 26 through 30, all in Block 24, “North Kansas City Development Company’s First Plat of North Kansas City”, a subdivision in North Kansas City, Clay County, Missouri.

All of Lots 6 through 25, both inclusive, Block 24, “North Kansas City Development Company’s First Plat of North Kansas City”, a subdivision of land in North Kansas City, Clay County, Missouri and all of the vacated alley lying East of and adjoining said Lots 6 through 15, except that part of said Lots 15 & 16, Block 24, now in 18th Avenue.

EXHIBIT “2”



August 26, 2021

Mr. Bryant DeLong
Mayor of the City of North Kansas City
2010 Howell
North Kansas City, MO 64116

JD Green, President
Northland Festivals
320 Armour Road, Suite 220
North Kansas City, MO 64116

RE: 2021 Spooky Snake Saturday

Dear Mayor DeLong and Mr. Green:

408 Armour, LLC is pleased to permit the City of North Kansas City (the "City"), in conjunction with Northland Festivals, (as an agent or contractor of the City) the use of its parking lot, as outlined in yellow on the attached Exhibit "A", during the period of October 18, 2021 through and including October 24, 2021 for the above referenced event. This letter shall serve as the agreement ("Agreement") between the parties.

Permission is granted with the understanding that the City and Northland Festivals, will agree and provide the following prior to October 18, 2021:

1. Provide 408 Armour, LLC and NT Realty, Inc. with the following insurance certificates:
 - a. The City shall provide:
 - (i) Commercial General Liability Coverage ("CGL") in an amount of One Million and 00/100 Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage per occurrence, with a Three Million and 00/100 Dollars (\$3,000,000.00) aggregate limit for all occurrences and Three Million and 00/100 Dollars (\$3,000,000.00) products/completed operations aggregate; (ii) personal and advertising injury of One Million and 00/100 Dollars (\$1,000,000.00); (iii) Damage to Rented Premises of One Hundred Thousand and 00/100 Dollars (\$100,000.00); (iv) Umbrella Coverage in an amount of Five Million and 00/100 Dollars (\$5,000,000.00); (v) State Workers' Compensation Insurance in the statutorily mandated limits and Employers Liability Insurance of not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for each accident, a disease policy in the amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) per employee; and (vi) Business Automobile Liability Insurance covering any auto in an amount of One Million and 00/100 Dollars (\$1,000,000.00). All policies except Workers' Compensation shall name 408 Armour, LLC, its manager (Northtown Manager, LLC), Northtown Devco, a Missouri general partnership and its partners and affiliates, and NT Realty, Inc. as "additional insureds" on a **primary and noncontributory basis** with a **waiver of subrogation clause**. The coverages required must be with an insurance company and in policy form acceptable to 408 Armour, LLC. If the City has or obtains insurance coverage in amounts in excess of those required herein, such additional insurance coverage shall also inure to the benefit of 408 Armour, LLC.

b. Northland Festivals shall provide:

(i) Commercial General Liability Coverage (“CGL”) in an amount of One Million and 00/100 Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage per occurrence, with a Two Million and 00/100 Dollars (\$2,000,000.00) aggregate limit for all occurrences with not less than Five Thousand and 00/100 Dollars (\$5,000.00) Medical Expense (Any one person) and Two Million and 00/100 Dollars (\$2,000,000.00) products/completed operations aggregate; (ii) personal and advertising injury of One Million and 00/100 Dollars (\$1,000,000.00); (iii) Damage to Rented Premises of One Hundred Thousand and 00/100 Dollars (\$100,000.00); (iv) Umbrella Coverage in an amount of One Million and 00/100 Dollars (\$1,000,000.00); and (v) Business Automobile Liability Insurance covering any auto in an amount of One Million and 00/100 Dollars (\$1,000,000.00). All policies except Workers’ Compensation shall name 408 Armour, LLC, its manager (Northtown Manager, LLC), Northtown Devco, a Missouri general partnership and its partners and affiliates, and NT Realty, Inc. as "additional insureds" on a **primary and noncontributory basis** with a **waiver of subrogation clause**. The coverages required must be with an insurance company and in policy form acceptable to 408 Armour, LLC. If Northland Festivals has or obtains insurance coverage in amounts in excess of those required herein, such additional insurance coverage shall also inure to the benefit of 408 Armour, LLC.

2. Obtain written permission from the tenants listed on the attached Exhibit “A” for use of the parking lot, and provide NT Realty, Inc. with copies of consents from the tenant.
3. Obtain all licenses and permits necessary to satisfy all governmental requirements.
4. The City and Northland Festivals, their agents, contractors, servants, employees, licensees, or invitees, shall not permit any alcoholic beverages, hazardous materials, dangerous animals, or other unreasonably dangerous items to be present during your activity.
5. Remove all trash and debris resulting from the activity in the area.
6. The City and Northland Festivals, its licensees and vendors **shall not permit any intrusions or abrasions into the pavement or sidewalks** which result from the activity, including without limitation, the **driving of stakes** into the asphalt to anchor equipment. In addition, The City shall reimburse 408 Armour, LLC for all repair costs resulting from property damage as a result of any activities during the period of the event.
7. Execute the attached Indemnification Agreements.

Please acknowledge your concurrence with this Agreement by signing in the spaces provided below and return an executed original of this letter, your respective executed Indemnification Agreements and certificates of insurance prior to October 18, 2021.

It's been a pleasure working with the City and Northland Festivals over the years and we wish you much success with this year's Spooky Snake Saturday! Thanks again for your cooperation.

Sincerely,

NT REALTY, INC.

Richard M. Lanning, Jr., SIOR, CPM, CCIM
President

ACKNOWLEDGED AND AGREED to this ____ day of _____, 2021.

**CITY OF NORTH KANSAS CITY,
MISSOURI**

By: _____

Name: _____
(Please print or type.)

Title: _____
Its Authorized Representative

**NORTHLAND FESTIVALS,
a Missouri non-profit corporation**

By: _____

Name: _____
(Please print or type.)

Title: _____
Its Authorized Representative

**408 ARMOUR, LLC
a Missouri limited liability company**

By: NORTHTOWN MANAGER, LLC
As Manager

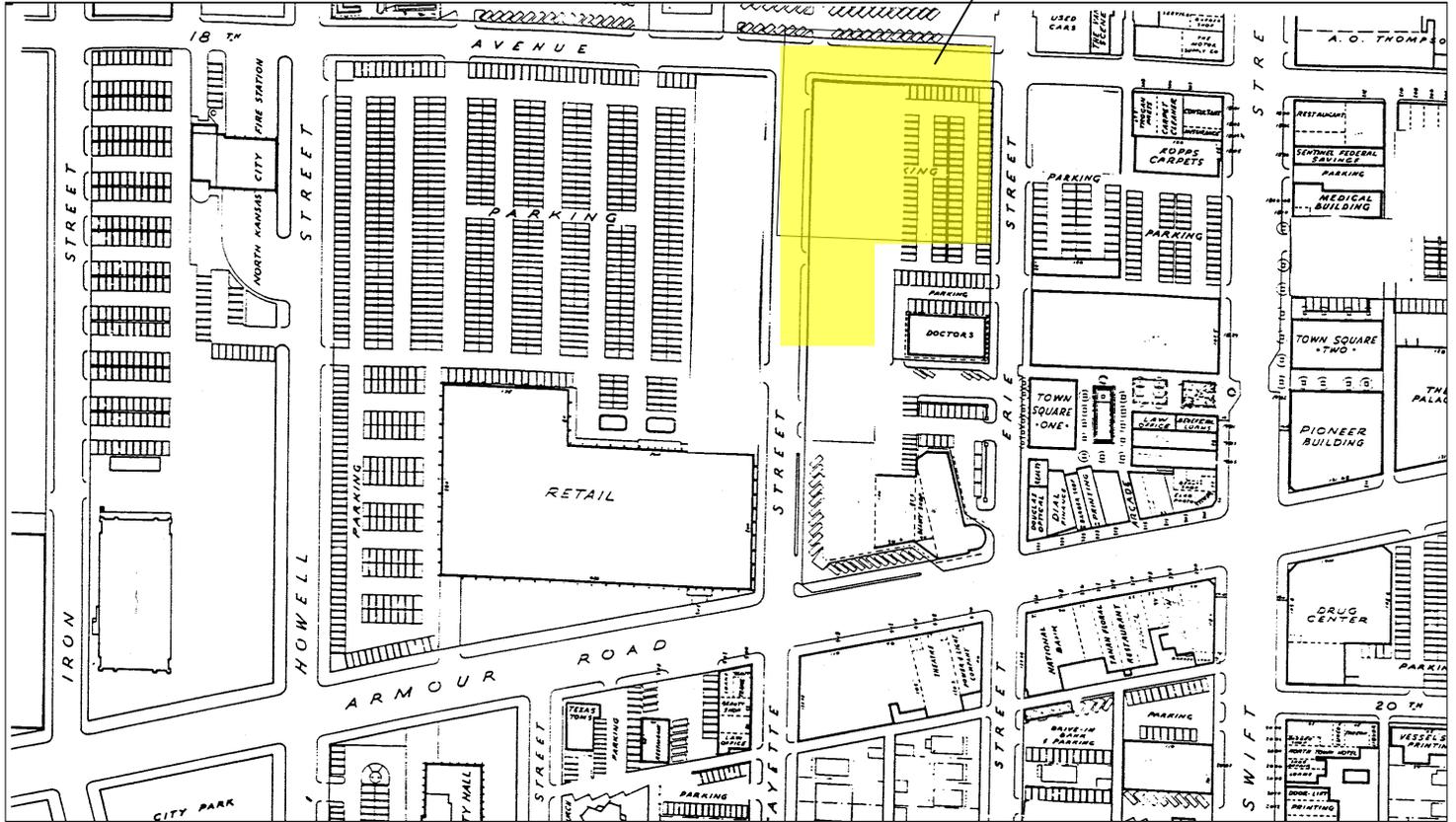
By: _____

Name: _____
(Please print or type.)

Title: _____
Its Authorized Representative

EXHIBIT A

NT REALTY, INC.
2021 Spooky Snake Saturday Town Square I
Building Parking



Legal Description of the Property:

Lots 26 through 30, both inclusive; the South 1/2 of vacated 19th Avenue lying North of and adjacent to the North line of said Lot 30 and the East 1/2 of the vacated alley lying West of and adjacent to said Lots 26 through 30, all in Block 24, “North Kansas City Development Company’s First Plat of North Kansas City”, a subdivision in North Kansas City, Clay County, Missouri.

All of Lots 6 through 25, both inclusive, Block 24, “North Kansas City Development Company’s First Plat of North Kansas City”, a subdivision of land in North Kansas City, Clay County, Missouri and all of the vacated alley lying East of and adjoining said Lots 6 through 15, except that part of said Lots 15 & 16, Block 24, now in 18th Avenue.

Required Tenant Permissions needed from the following:

Helzberg Diamonds	Kathleen Salerno	816-627-1302 (W) 619-933-3319 (C)	kesalerno@helzberg.com
Safe Haven Security	Josh Browne	816-399-4425 (W) 913-221-4649 (C)	jbrowne@mysafehaven.com
Automotive Innovations	Paul Devine	517-518-4677	hoss@autoinnovateinc.com

MEMORANDUM

TO: Mayor and City Council Members

FROM: Thomas E. Barzee, Jr., *City Counselor*

RE: Letter Agreement and Indemnity Agreement for Use of Parking Lot Owned by 114 Armour, LLC for Spooky Snake Saturday Parade and Other Events

DATE: October 5, 2021

CC: Kim Nakahodo, *Interim City Administrator*

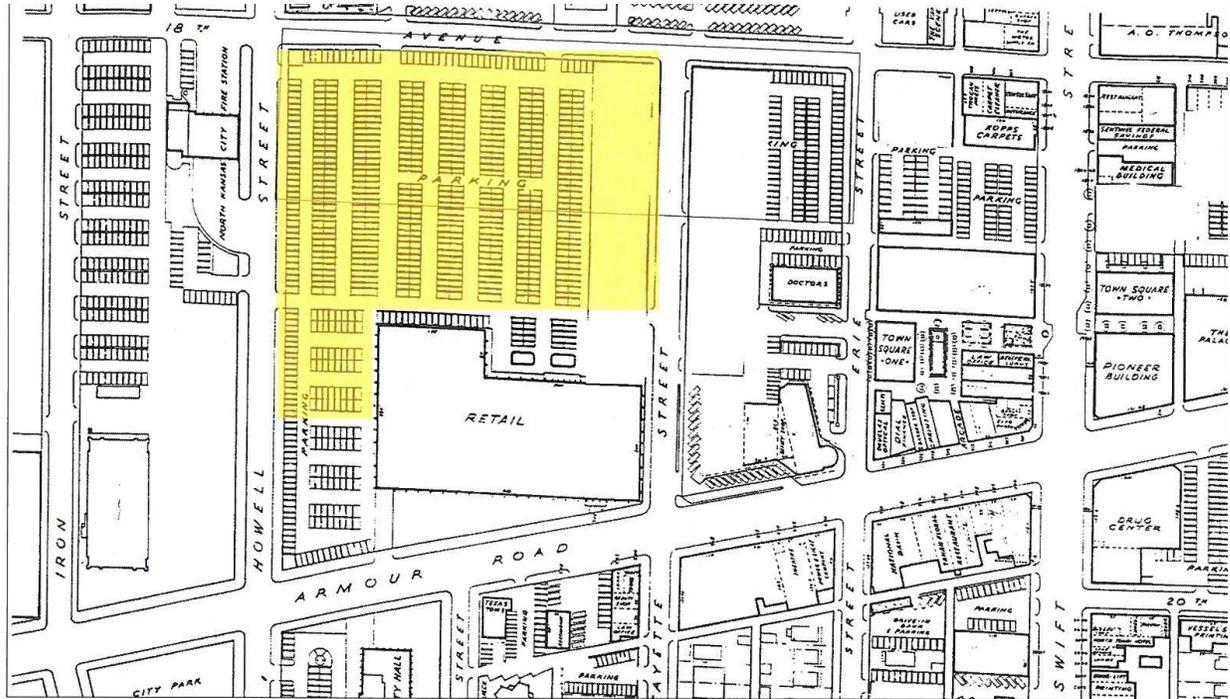
PURPOSE: Each year immediately prior to the annual Snake Saturday Parade in the City of North Kansas City, Missouri (the “City”), Northland Festivals (the parade planner and operator) seeks permission to use various parking lots now owned by either 114 Armour, LLC or 408 Armour, LLC.¹ This year, as you are aware, rather than hold the traditional Snake Saturday Parade in March, Northland Festivals is putting on a “Spooky Snake Saturday” parade and related carnival, festival and related events in October. Prior to granting permission to use the parking lots, NT Realty, Inc., acting on behalf of the two entities, requires that both Northland Festivals and the City sign both an Indemnity Agreement and a Letter Agreement protecting the interests of 114 Armour, LLC and 408 Armour, LLC, as well as certain other identified related entities and individuals. The attached Indemnity Agreement has been modified slightly since the one used for the last Snake Saturday parade two and a half years ago.² The insurance required in the Letter Agreement for 114 Armour, LLC has been checked and confirmed with the City’s insurance broker, Hub International. The attached Letter Agreement and Indemnity Agreement for 114 Armour, LLC are now ready for your consideration and, if all is found to be in order, subsequent passage of the accompanying resolution and execution of both the Indemnity Agreement and Letter Agreement by the mayor on behalf of the City.

The purpose of the proposed resolution is to consider approving the Indemnity Agreement and the separate Letter Agreement for the use of a portion of a parking lot located generally along the north side of 18th Avenue, east of Fayette, south of Armour Road, and west of Howell and presently owned by 114 Armour, LLC. Passage of the resolution will approve the two agreements and authorize the Mayor to execute both agreements on behalf of the City. The agreements provide protection to 114 Armour, LLC, Northtown Manager, LLC, Northtown Devco and NT Realty, Inc., among others, in the

¹ These are parking lots previously owned by Northtown Devco.

² Due to COVID-19, the Snake Saturday Parade and all related events was cancelled last year (2021).

event someone is injured or property is damaged due to Northland Festival's and/or the City's use of the described parking lot during the Spooky Snake Saturday Parade, carnival, festival, and other events being held in the City during 2021. Though Northland Festivals is being required to sign the Letter Agreement, 114 Armour, LLC requires that the City also sign such an agreement. The general area covered by the indemnity agreement and the insurance letter agreement is shown on the drawing below and is shaded in yellow.



COMMENTS: As you may recall from a few years ago, Northtown Devco has apparently transferred all of its properties in North Kansas City into separate ownerships with each property now being owned by a separate limited liability company. It is my understanding that Northtown Devco controls the various limited liability companies that now own the properties—just a different way of holding ownerships of the various properties.

For many years now, the City has been required to indemnify, defend and hold harmless the owners of the parking lots that Northland Festivals is allowed to use for the Snake Saturday parades, carnivals, festivals, and related events in the City. It should be noted that an “indemnity agreement” is a contract between two parties whereby one party undertakes and agrees to indemnify the other party against loss or damage arising from some contemplated act on the part of the indemnitor (here, the City), or from some responsibility assumed by the indemnitee, or from the claim or demand of a third person, that is, to make good to him or her such pecuniary damage as he or she may suffer.

It is extremely important to understand that the indemnification being considered by the mayor and city council this evening extends beyond the maximum amount of insurance that the City maintains to cover it in such instances. In other words, if an accident takes place on the parking lot property and damages exceed the maximum coverage of the City under its insurance policy or policies, then the City would presumably be liable for the excess amounts, if any. While it would be preferable for the City not to be required to sign either the Indemnity Agreement or the accompanying Letter Agreement, if the parking lots are going to be used for parking guests and others during the parade and its related activities, then the City and Northland Festivals must each execute the appropriate Indemnity

Agreement and Letter Agreement. Significantly, the parking lot is not just used for parking, but the carnival and festival events as well, which certainly increases the liability. Inasmuch as the City does not own or control sufficient space to accommodate such events, then Northland Festivals needs additional space for such events. As stated above, in order to relieve the landowner, 114 Armour, LLC (the “**Owner**”), as well as Northtown Devco and NT Realty, Inc., from liability for Northland Festivals using the described parking lot for these various events, the indemnitees require that the City execute the Letter Agreement, in addition to the Indemnity Agreement. Attached to the accompanying resolution is a copy of both the Indemnity Agreement and the Letter Agreement among the City, Northland Festivals and 114 Armour, LLC. To the best of my knowledge and belief, 114 Armour, LLC does not otherwise charge the City for the use of this parking lot. The City has been using both parking lots for many events over a number of years.

I trust you will find all to be in order, but should you have any questions or comments, please do not hesitate to contact me.

RESOLUTION NO. 21-076

RESOLUTION AUTHORIZING THE CITY TO EXECUTE AN INDEMNITY AGREEMENT AND ACCOMPANYING LETTER AGREEMENT WITH 114 ARMOUR, LLC FOR THE USE OF A CERTAIN PARKING LOT FOR SPOOKY SNAKE SATURDAY PARADE AND OTHER EVENTS

WHEREAS, the City of North Kansas City, Missouri (the “**City**”) is a body corporate, a third class city and political subdivision of the State of Missouri, duly created, organized and validly existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, from time to time, the City desires to use a certain parking lot in the City of North Kansas City, Missouri, that is owned by 114 Armour, LLC, and 114 Armour, LLC is willing to grant the City permission to use a portion of such parking lot located generally north of 18th Avenue, east of Fayette and west of Howell (the “**Parking Lot**”) for various civic purposes, including this year’s Spooky Snake Saturday Parade and related events and activities, including the carnival and festival activities; and

WHEREAS, 114 Armour, LLC has requested that the City execute a certain Letter Agreement and a separate Indemnity Agreement in order to authorize the City to use such parking lot for specifically authorized civic events.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of North Kansas City, Missouri, as follows:

Section 1. Approval of Agreements. The City Council does hereby find and determine that it is in the best interests of the City of North Kansas City, Missouri, to enter into a (a) Indemnity Agreement with 114 Armour, LLC; and (b) Letter Agreement dated August 26, 2021, with 114 Armour, LLC and with Northland Festivals for the periodic use by the City of the Parking Lot owned by 114 Armour, LLC for specifically authorized and approved civic events, including, but not limited to, the Spooky Snake Saturday Parade, carnival, festival, and related activities. A copy of the Indemnity Agreement (the “**Indemnity Agreement**”) is attached hereto, marked “**Exhibit 1**” and is incorporated herein by reference. A copy of the Letter Agreement dated August 26, 2021 (the “**Letter Agreement**”) between the City, 114 Armour, LLC and Northland Festivals is also attached hereto, marked “**Exhibit 2**” and is incorporated herein by reference.

Section 2. Authorization of Agreement. The City Council hereby authorizes the City to enter into both the Indemnity Agreement with 114 Armour, LLC and the Letter Agreement with 114 Armour, LLC and Northland Festivals for the described use of the Parking Lot, which Indemnity Agreement and Letter Agreement shall be in substantially the form of Exhibit 1 and Exhibit 2 respectively, attached hereto. The Mayor is hereby authorized and directed to execute the Indemnity Agreement and the Letter Agreement on behalf of the City.

Section 3. Further Authority. The City shall, and the mayor, city clerk, city officials and employees of the City are hereby authorized and directed to take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 4. Severability. The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 5. Governing Law. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 6. Effective Date. This Resolution shall be in full force and effect from and after its passage by the City Council and approval by the Mayor.

DONE this 5th day of October, 2021.

Bryant DeLong, *Mayor*

ATTEST:

Crystal Doss, *City Clerk*

EXHIBIT “1”

INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT is made as of the ____ day of _____, 2021, by and between CITY OF NORTH KANSAS CITY, MISSOURI, hereinafter referred to as "Indemnitor," and 114 ARMOUR, LLC, a Missouri limited liability company, hereinafter referred to as "114 Armour".

WHEREAS, 114 Armour is the owner of that certain parking lot located in North Kansas City, Missouri (hereinafter referred to as the "Parking Lot") on the land identified on Exhibit "A" attached hereto and incorporated by reference (hereinafter referred to as the "Property"); and

WHEREAS, 114 Armour may from time to time grant Indemnitor permission to use the Parking Lot for parking of equipment, vehicles and the operation of carnival and festival activities.

NOW, THEREFORE, in consideration of granting Indemnitor use of such Parking Lot, Indemnitor hereby agrees, to the fullest extent permitted by law, to indemnify, hold harmless, and defend 114 ARMOUR, LLC, its employees, attorneys, agents, manager (Northtown Manager, LLC), member (Northtown Devco), member's partners, partners of member's partners, affiliates and NT Realty, Inc. (collectively the "Indemnitees"), from and against any and all demands, causes of action, judgments, costs (to include attorneys fees), expenses, losses, damages (including consequential damages), claims, or liability for any damage to any property or injury, illness or death of any person (A) relating to or occurring in, on, or about, or arising from Indemnitor's use or occupancy of, the Parking Lot, or any part thereof, from any cause whatsoever including environmental claims; (B) occurring in, on or about any part of the Property or any areas adjacent thereto, when such damage, injury, illness or death shall be caused in whole or in part by (1) any act or omission or negligence or willful or criminal misconduct of Indemnitor, its employees, licensees, invitees, agents, servants or contractors (including, without limitation, when such damage, injury, illness or death shall have been caused in part by an Indemnitee, its employees, agents, servants or contractors) or (2) vandalism of or breaking and entry into Parking Lot; or (C) arising out of or in any way related to claims for work or labor performed or materials or supplies furnished to, or at the request of, Indemnitor or in connection with the performance of any work done by or for the account of Indemnitor, whether or not Indemnitor obtained the permission of 114 Armour to have such work done, labor performed or materials or supplies furnished; or (D) arising out of or in any way related to injuries or death suffered by Indemnitor, its employees, licensees, invitees, agents, servants or contractors, in, on or about any part of the Parking Lot, Property or areas adjacent thereto including, but not limited to, "slip and fall" or "trip and fall" incidents (including, without limitation, when such injury or death shall have been caused in whole or in part by an Indemnitee, its employees, agents, servants or contractors). It is expressly agreed and understood, the indemnification of Indemnitees by Indemnitor discussed herein shall not be limited by the insurance requirements of any Indemnitee nor by the amount of insurance purchased by Indemnitor in satisfaction of the requirements set forth herein. In addition, the indemnification obligation under this Indemnity Agreement shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Indemnitor under Workers Compensation acts, disability benefit acts or other employee benefit acts.

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

INDEMNITOR:
CITY OF NORTH KANSAS CITY, MISSOURI

114 ARMOUR, LLC,
a Missouri limited liability company

By: _____

By: NORTHTOWN MANAGER, LLC, as Manager

Name: _____
(Please print or type.)

By: _____

Title: _____
Its Authorized Representative

Name: _____
(Please print or type.)

Title: _____
Its Authorized Representative

EXHIBIT A
to
Indemnity Agreement between 114 Armour, LLC and City of North Kansas City, Missouri

Legal Description of the Property:

All of Blocks 20, 21, 22 and 23, including all the vacated alleys in said Blocks; all of vacated Gentry Street between Armour Road and 18th Avenue; and all of vacated 19th Avenue between Fayette and Howell Streets; except all that part of foregoing tract of land now in 18th Avenue; said being further described as follows: Beginning at the Northwest corner of said Block 20 and running thence in a Northeasterly direction along the Southerly line of Armour Road to the West line of Howell Street, being the Northeast corner of Block 21, thence South along the West line of Howell Street to the North Line of 18th Avenue as established by Dedication Deed titled June 16, 1958, under Document No. B-10109, and recorded in Book 609, Page 231; thence West along said North line of 18th Avenue to the East line of Fayette Street; thence North along said East line of Fayette Street to the point of beginning; all in North Kansas City Development Company's First Plat of North Kansas City, a Subdivision in North Kansas City, Clay County, Missouri, except that part of subject property conveyed to DQ Investors, Inc., a Missouri corporation, by instrument filed April 28, 1992, as Document No. L-28522, in Book 2114, Page 156.

Tract I Legal Description:

All of Blocks 20, 21, 22 and 23, including all the vacated alleys in said blocks; all of vacated Gentry Street between Armour Road and 18th Avenue; and all of vacated 19th Avenue between Fayette and Howell Streets; except all that part of the foregoing tract of land now in 18th Avenue; said being further described as follows: Beginning at the Northwest corner of said Block 20 and running thence in a Northeasterly direction along the Southerly line of Armour Road to the West line of Howell Street, being the Northeast corner of Block 21, thence South along the West line of Howell Street to the North line of 18th Avenue as established by Dedication Deed titled June 16, 1958, under Document No. B-10109, and recorded in Book 609, Page 231; thence West along said North line of 18th Avenue to the East line of Fayette Street; thence North along said East line of Fayette Street to the point of beginning; all in North Kansas City Development Company's First Plat of North Kansas City, a subdivision in North Kansas City, Clay County, Missouri, except that part of subject property conveyed to DQ Investors, Inc., a Missouri corporation, by instrument filed April 28, 1992, as Document No. L-28522, in Book 2114, Page 156, except the following tract of land:

All that part of Block 22, including the vacated alley in said block and all that part of vacated 19th Avenue, lying adjacent to said Block, all in North Kansas City Development Company's First Plat of North Kansas City, a subdivision of land now in North Kansas City, Clay County, Missouri, more particularly described as follows: Beginning at the intersection of the West right-of-way line of Howell Street with the North right-of-way line of 18th Street, as now established said point being 5 feet North of the Southeast corner of Lot 16 of said Block 22; thence North 89 degrees 51 minutes 46 seconds West, along the North right-of-way line of said 18th Street and along a line 5 feet North of and parallel with the South line of Block 22, a distance of 237.17 feet; thence North 0 degrees East, 30.09 feet; thence South 89 degrees 51 minutes 46 seconds East, a distance of 11.50 feet; thence North 0 degrees East, a distance of 165.88 feet; thence South 89 degrees 51 minutes 46 seconds East, a distance of 65 feet; thence North 0 degrees East, a distance of 213.03 feet; thence South 89 degrees 51 minutes 46 seconds East, a distance of 160.68 feet, to a point on the West right-of-way line of said Howell Street; thence South 0 degrees East, along the West right-of-way line of said Howell Street, a distance of 409 feet, to the point of beginning.

Tract II Legal Description:

All that part of Block 22, including the vacated alley in said Block and all that part of vacated 19th Avenue, lying adjacent to said Block, all in North Kansas City Development Company's First Plat of North Kansas City, a subdivision of land now in North Kansas City, Clay County, Missouri, more particularly described as follows: Beginning at the intersection of the West right-of-way line of Howell Street with the North right-of-way line of 18th Street, as now established said point being 5 feet North of the Southeast corner of Lot 16 of said Block 22; thence North 89 degrees 51 minutes 46 seconds West, along the North right-of-way line of said 18th Street and along a line 5 feet North of and parallel with the South line of Block 22, a distance of 237.17 feet; thence North 0 degrees East, 30.09 feet; thence South 89 degrees 51 minutes 46 seconds East, a distance of 11.5 feet; thence North 0 degrees East, a distance of 165.88 feet; thence South 89 degrees 51 minutes 46 seconds East, a distance of 65 feet; thence North 0 degrees East, a distance of 213.03 feet; thence South 89 degrees 51 minutes 46 seconds East, a distance of 160.68 feet, to a point on the West right-of-way line of said Howell Street; thence South 0 degrees East, along the West right-of-way of said Howell Street a distance of 409 feet, to the point of beginning.

EXHIBIT “2”



August 26, 2021

Mr. Bryant DeLong
Mayor of the City of North Kansas City
2010 Howell
North Kansas City, MO 64116

JD Green, President
Northland Festivals
320 Armour Road, Suite 220
North Kansas City, MO 64116

RE: 2021 Spooky Snake Saturday

Dear Mayor DeLong and Mr. Green:

114 Armour, LLC is pleased to permit the City of North Kansas City (the "City"), in conjunction with Northland Festivals and Evans Midland Empire Shows, Inc., (as an agents and contractors of the City) the use of its parking lot, as outlined in yellow on the attached Exhibit "A", during the period of October 18, 2021, through and including October 24, 2021 for the above referenced event. This letter shall serve as the agreement ("Agreement") between the parties.

Permission is granted with the understanding that the City and Northland Festivals, will agree and provide the following prior to October 18, 2021:

1. Provide 114 Armour, LLC and NT Realty, Inc. with the following insurance certificates:
 - a. The City shall provide:
 - (i) Commercial General Liability Coverage ("CGL") in an amount of One Million and 00/100 Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage per occurrence, with a Three Million and 00/100 Dollars (\$3,000,000.00) aggregate limit for all occurrences and Three Million and 00/100 Dollars (\$3,000,000.00) products/completed operations aggregate; (ii) personal and advertising injury of One Million and 00/100 Dollars (\$1,000,000.00); (iii) Damage to Rented Premises of One Hundred Thousand and 00/100 Dollars (\$100,000.00); (iv) Umbrella Coverage in an amount of Five Million and 00/100 Dollars (\$5,000,000.00); (v) State Workers' Compensation Insurance in the statutorily mandated limits and Employers Liability Insurance of not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for each accident, a disease policy in the amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) per employee; and (vi) Business Automobile Liability Insurance covering any auto in an amount of One Million and 00/100 Dollars (\$1,000,000.00). All policies except Workers' Compensation shall name 114 Armour, LLC, its manager (Northtown Manager, LLC), Northtown Devco, a Missouri general partnership and its partners and affiliates, and NT Realty, Inc. as "additional insureds" on a **primary and noncontributory basis with a waiver of subrogation clause**. The coverages required must be with an insurance company and in policy form acceptable to 114 Armour, LLC. The insurance specified herein is the minimum requirement. If the City has or obtains insurance coverage in amounts in excess of those required herein, such additional insurance coverage shall also inure to the benefit of 114 Armour, LLC.
 - b. Northland Festivals shall provide:
 - (i) Commercial General Liability Coverage ("CGL") in an amount of One Million and 00/100 Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage per occurrence, with a Two Million and 00/100 Dollars (\$2,000,000.00) aggregate limit for all occurrences with not less than Five Thousand and 00/100 Dollars (\$5,000.00) Medical Expense (Any one person) and Two Million and 00/100 Dollars (\$2,000,000.00) products/completed operations aggregate; (ii) personal and advertising injury of One Million and 00/100 Dollars (\$1,000,000.00); (iii) Damage to Rented Premises of One Hundred

Thousand and 00/100 Dollars (\$100,000.00); (iv) Umbrella Coverage in an amount of One Million and 00/100 Dollars (\$1,000,000.00); and (v) Business Automobile Liability Insurance covering any auto in an amount of One Million and 00/100 Dollars (\$1,000,000.00). All policies except Workers' Compensation shall name 114 Armour, LLC, its manager (Northtown Manager, LLC), Northtown Devco, a Missouri general partnership and its partners and affiliates, and NT Realty, Inc. as "additional insureds" on a **primary and noncontributory basis with a waiver of subrogation clause**. The coverages required must be with an insurance company and in policy form acceptable to 114 Armour, LLC. If the Northland Festivals has or obtains insurance coverage in amounts in excess of those required herein, such additional insurance coverage shall also inure to the benefit of 114 Armour, LLC.

2. Obtain written permission from the tenants listed on the attached Exhibit "A" for use of the parking lot, and provide NT Realty, Inc. with copies of consents from those tenants.
3. Obtain all licenses and permits necessary to satisfy all governmental requirements.
4. The City and Northland Festivals, their agents, contractors, servants, employees, licensees, or invitees, shall not permit any alcoholic beverages, hazardous materials, dangerous animals, or other unreasonably dangerous items to be present during your activity.
5. Remove all trash and debris resulting from the activity in the area.
6. Require Evans Midland Empire Shows, Inc. (a contractor of the City and Northland Festivals) to provide NT Realty with the following prior to the event:
 - (i) Commercial General Liability Coverage ("CGL") in an amount of One Million and 00/100 Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage per occurrence, with a Two Million and 00/100 Dollars (\$2,000,000.00) aggregate limit for all occurrences and Two Million and 00/100 Dollars (\$2,000,000.00) products/completed operations aggregate; (ii) personal and advertising injury of One Million and 00/100 Dollars (\$1,000,000.00); (iii) Damage to Rented Premises of Three Hundred Thousand and 00/100 Dollars (\$300,000.00); (iv) Umbrella Coverage in an amount of One Million and 00/100 Dollars (\$1,000,000.00); (v) State Workers' Compensation Insurance in the statutorily mandated limits and Employers Liability Insurance of not less than One Million and 00/100 Dollars (\$1,000,000.00) for each accident, a disease policy in the amount of One Million and 00/100 Dollars (\$1,000,000.00) per employee; and (vi) Business Automobile Liability Insurance in an amount of One Million and 00/100 Dollars (\$1,000,000.00). All policies except Workers' Compensation shall name 114 Armour, LLC, its manager (Northtown Manager, LLC), Northtown Devco, a Missouri general partnership and its executive committee members, partners and affiliates, and NT Realty, Inc. as "additional insureds" on a **primary and noncontributory basis with a waiver of subrogation clause**. The coverages required must be with an insurance company and in policy form acceptable to 114 Armour, LLC.
7. The City, Northland Festivals and Evans Midland Empire Shows, Inc., its licensees and vendors **shall not permit any intrusions or abrasions into the pavement or sidewalks** which result from the activity, including without limitation, the **driving of stakes** into the asphalt to anchor equipment. In addition, The City shall reimburse 114 Armour, LLC for all repair costs resulting from property damage as a result of any activities during the period of the event.
8. Execute the attached Indemnification Agreements.

Please acknowledge your concurrence with this Agreement by signing in the spaces provided on page 3 and return an executed original of this letter, your respective executed Indemnification Agreements and certificates of insurance prior to October 18, 2021.

City of North Kansas City
Northland Festivals
August 26, 2021
Page 3 of 3

It's been a pleasure working with the City and Northland Festivals over the years and we wish you much success with this year's Spooky Snake Saturday! Thanks again for your cooperation.

Sincerely,

NT REALTY, INC.

Richard M. Lanning, Jr., SIOR, CPM, CCIM
President

ACKNOWLEDGED AND AGREED to this ____ day of _____, 2021.

CITY OF NORTH KANSAS CITY, MISSOURI

By: _____

Name: _____
(Please print or type.)

Title: _____
Its Authorized Representative

**NORTHLAND FESTIVALS,
a Missouri non-profit corporation**

By: _____

Name: _____
(Please print or type.)

Title: _____
Its Authorized Representative

**114 ARMOUR, LLC
a Missouri limited liability company**

By: NORTHTOWN MANAGER, LLC
As Manager

By: _____

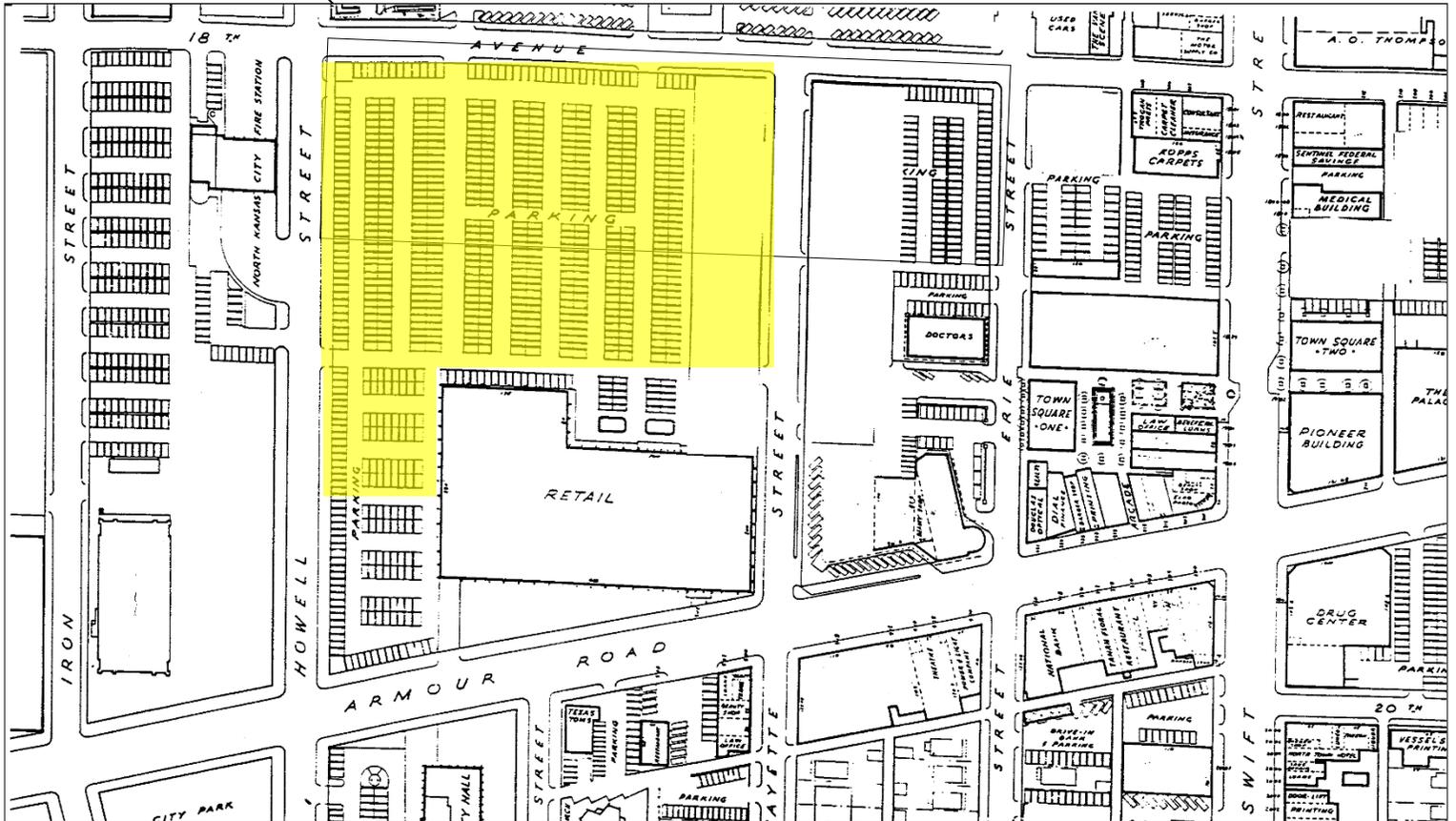
Name: _____
(Please print or type.)

Title: _____
Its Authorized Representative

EXHIBIT A

NT REALTY, INC.
2021 Spooky Snake Saturday

Gamble – Skogmo
Building Parking



Legal Description of the Property:

All of Blocks 20, 21, 22 and 23, including all the vacated alleys in said Blocks; all of vacated Gentry Street between Armour Road and 18th Avenue; and all of vacated 19th Avenue between Fayette and Howell Streets; except all that part of foregoing tract of land now in 18th Avenue; said being further described as follows: Beginning at the Northwest corner of said Block 20 and running thence in a Northeasterly direction along the Southerly line of Armour Road to the West line of Howell Street, being the Northeast corner of Block 21, thence South along the West line of Howell Street to the North Line of 18th Avenue as established by Dedication Deed titled June 16, 1958, under Document No. B-10109, and recorded in Book 609, Page 231; thence West along said North line of 18th Avenue to the East line of Fayette Street; thence North along said East line of Fayette Street to the point of beginning; all in North Kansas City Development Company's First Plat of North Kansas City, a Subdivision in North Kansas City, Clay County, Missouri, except that part of subject property conveyed to DQ Investors, Inc., a Missouri corporation, by instrument filed April 28, 1992, as Document No. L-28522, in Book 2114, Page 156.

Tract 1 Legal Description:

All of Blocks 20, 21, 22 and 23, including all the vacated alleys in said blocks; all of vacated Gentry Street between Armour Road and 18th Avenue; and all of vacated 19th Avenue between Fayette and Howell Streets; except all that part of the foregoing tract of land now in 18th Avenue; said being further described as follows: Beginning at the Northwest corner of said Block 20 and running thence in a Northeasterly direction along the Southerly line of Armour Road to the West line of Howell Street, being the Northeast corner of Block 21, thence South along the West line of Howell Street to the North line of 18th Avenue as established by Dedication Deed titled June 16, 1958, under Document No. B-10109, and recorded in Book 609, Page 231; thence West along said North line of 18th Avenue to the East line of Fayette Street; thence North along said East line of Fayette Street to the point of beginning; all in North Kansas City Development Company's First Plat of North Kansas City, a subdivision in North Kansas City, Clay County, Missouri, except that part of subject property conveyed to DQ Investors, Inc., a Missouri corporation, by instrument filed April 28, 1992, as Document No. L-28522, in Book 2114, Page 156, except the following tract of land:

All that part of Block 22, including the vacated alley in said block and all that part of vacated 19th Avenue, lying adjacent to said Block, all in North Kansas City Development Company's First Plat of North Kansas City, a subdivision of land now in North Kansas City, Clay County, Missouri, more particularly described as follows: Beginning at the intersection of the West right-of-way line of Howell Street with the North right-of-way line of 18th Street, as now established said point being 5 feet North of the Southeast corner of Lot 16 of said Block 22; thence North 89 degrees 51 minutes 46 seconds West, along the North right-of-way line of said 18th Street and along a line 5 feet North of and parallel with the South line of Block 22, a distance of 237.17 feet; thence North 0 degrees East, 30.09 feet; thence South 89 degrees 51 minutes 46 seconds East, a distance of 11.50 feet; thence North 0 degrees East, a distance of 165.88 feet; thence South 89 degrees 51 minutes 46 seconds East, a distance of 65 feet; thence North 0 degrees East, a distance of 213.03 feet; thence South 89 degrees 51 minutes 46 seconds East, a distance of 160.68 feet, to a point on the West right-of-way line of said Howell Street; thence South 0 degrees East, along the West right-of-way line of said Howell Street, a distance of 409 feet, to the point of beginning.

Tract II Legal Description:

All that part of Block 22, including the vacated alley in said Block and all that part of vacated 19th Avenue, lying adjacent to said Block, all in North Kansas City Development Company's First Plat of North Kansas City, a subdivision of land now in North Kansas City, Clay County, Missouri, more particularly described as follows: Beginning at the intersection of the West right-of-way line of Howell Street with the North right-of-way line of 18th Street, as now established said point being 5 feet North of the Southeast corner of Lot 16 of said Block 22; thence North 89 degrees 51 minutes 46 seconds West, along the North right-of-way line of said 18th Street and along a line 5 feet North of and parallel with the South line of Block 22, a distance of 237.17 feet; thence North 0 degrees East, 30.09 feet; thence South 89 degrees 51 minutes 46 seconds East, a distance of 11.5 feet; thence North 0 degrees East, a distance of 165.88 feet; thence South 89 degrees 51 minutes 46 seconds East, a distance of 65 feet; thence North 0 degrees East, a distance of 213.03 feet; thence South 89 degrees 51 minutes 46 seconds East, a distance of 160.68 feet, to a point on the West right-of-way line of said Howell Street; thence South 0 degrees East, along the West right-of-way of said Howell Street a distance of 409 feet, to the point of beginning.

Required Tenant Permissions needed from the following:

Safe Haven Security Svcs	Josh Browne	816-399-4425 (W) 913-221-4649 (C)	jbrowne@mysafehaven.com
Concentra	Kristopher Orr	913-271-9422 (W)	kristopher_orr@concentra.com
US Bank	Tracy Rosenberg	818-433-9618	tracy.rosenberg@usbank.com

MEMORANDUM



TO: Mayor and City Council

FROM: Kim Nakahodo, Interim City Administrator

DATE: October 5, 2021

RE: Agreement with Northland Neighborhoods, Inc., for Minor Home Repair Program

At its July 20, 2021, Work Session, the City Council heard a presentation from Deb Hermann with Northland Neighborhoods, Inc., and Clay McQuerry with Rebuilding Together Kansas City on the services they provide to the City of Gladstone and Clay County residents. Gladstone provides a Minor Home Repair and Home Modification Program through contracts with Northland Neighborhoods, Inc. and Rebuilding Together Kansas City, who administer the program using the City's funds. These organizations do the administrative work of confirming participant eligibility, help identify needed repairs or modifications, and manage contractors to complete the work.

The primary goal of a Minor Home Repair and Home Modification Program is to assist homeowners who do not have the financial means to:

- respond to code violations and/or
- modify their homes to accommodate their mobility and access needs.

Through a proactive approach, Minor Home Repair and Home Modification Programs help homeowners mitigate code violations and abate hazardous mobility situations – increasing the safety and economic vibrance of our neighborhoods and avoiding costly calls for City services. These programs have been identified as best practices by the National League of Cities (NLC) and the Community For All Ages program as an effective affordable housing strategy while allowing homeowners to safely age in place.

Staff has worked with Northland Neighborhoods, Inc. to develop a Home Repair Program similar to Gladstone's program to support low- to moderate-income homeowners with needed home repairs. These repairs include modifying homes to meet code violations and home repairs such as HVAC repair/replacements, abating dangerous electrical issues, and repairing unsafe flooring.

This program would fund Northland Neighborhoods, Inc.'s North Kansas City Home Repair Program up to \$10,000. The funds would become available starting October 11, 2021, through October 10, 2022, until exhausted, whichever comes first. Northland Neighborhoods, Inc. will provide an annual report to the City Council on how the funds were spent within the contract period.

Staff recommends approving this contract for services with Northland Neighborhoods, Inc.

RESOLUTION NO. 21-078

RESOLUTION APPROVING AGREEMENT FOR MINOR HOME REPAIR SERVICES BETWEEN THE CITY AND NORTHLAND NEIGHBORHOODS, INCORPORATED

WHEREAS, the City of North Kansas City, Missouri (the “**City**”) is a body corporate, a third class city and political subdivision of the State of Missouri, duly created, organized and validly existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, the City’s Minor Home Repair Program will promote long-term sustainability of neighborhoods with critical and adequate maintenance of existing housing for individuals and families of low-to-moderate income living within the city limits of North Kansas City, Missouri; and

WHEREAS, this program will address conditions of a structure which are deemed to be a potential hazard to the life, health, safety, or welfare of the occupants, surrounding property owners, neighborhoods, and the entire North Kansas City community; and

WHEREAS, housing affordability directly affects the economic health of the City and, without adequate housing options in the City, it can be difficult to recruit and retain employees for the City’s employers; and

WHEREAS, Northland Neighborhoods, Incorporated, a Missouri nonprofit corporation (“**NNI**”), has the ability and desire to assist the City in promoting the long-term sustainability of neighborhoods with critical and adequate maintenance of the City’s existing housing for individuals and families of low to moderate income living within the City; and

WHEREAS, the City has determined that NNI has the qualifications, experience and dedication to provide the necessary services for the City’s Minor Home Repair Program; and

WHEREAS, the City and NNI now desire to enter into the Agreement to accomplish the purposes set forth in these recitals to this Ordinance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of North Kansas City, Missouri, as follows:

Section 1. Authorization of Agreement. The City Council hereby finds and determines that it is the best interests of the City and its citizens to approve the Agreement and, further, the City Council hereby authorizes the City to enter into the Agreement with Northland Neighborhoods, Incorporated, which Agreement shall be in substantially the form of “**Exhibit 1**”, attached hereto and incorporated herein by reference. The City is hereby authorized to pay the costs associated with the Agreement, provided that such costs do not exceed the amount set forth in the Agreement.

Section 2. Further Authority. The City shall, and the mayor, city clerk, city officials and employees of the City are hereby authorized and directed to take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 3. Severability. The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 4. Governing Law. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 5. Effective Date. This Resolution shall be in full force and effect from and after its passage by the City Council and approval by the Mayor.

DONE this 5th day of October, 2021.

Bryant DeLong, *Mayor*

ATTEST:

Crystal Doss, *City Clerk*

**AGREEMENT BETWEEN
NORTHLAND NEIGHBORHOODS, INCORPORATED AND
THE CITY OF NORTH KANSAS CITY, MISSOURI**

Provide Home Repair Program – North Kansas City to assist in the
Revitalization of North Kansas City Neighborhoods

AGREEMENT FOR PROVISIONS OF THE FOLLOWING SERVICES

THIS AGREEMENT between **NORTHLAND NEIGHBORHOODS, INCORPORATED**, a Missouri not-for-profit corporation, with its principal office located at 5340 NE Chouteau Trafficway, Kansas City, Missouri 64119 (the “**Contractor**”) and the **CITY OF NORTH KANSAS CITY, MISSOURI**, a third class city organized and existing under the laws of the State of Missouri, with its principal office located at 2010 Howell Street, North Kansas City, Missouri 64116, (the “**City**”. The Contractor and the City are individually referred to as a “**Party**” and are collectively referred to as the “**Parties**”.

WHEREAS, the City is desirous of entering into an agreement with the Contractor, whereby the Contractor will provide certain services to the City, all as set forth hereinafter in this Agreement and the Contractor is desirous of entering in an agreement with the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

**ARTICLE I
FEES AND PAYMENT**

The Contractor agrees to perform all work, pay any sub-contractors, and provide all materials as specified in Article II for a period of twelve (12) months, starting October 11, 2021, through October 10, 2022; in which the City will pay the Contractor a sum not to exceed Ten Thousand and No/100 (\$10,000.00) for services rendered on behalf of the City. In consideration of such payment, the Contractor agrees to provide time and service as generally outlined in Article II, Scope of Services, of this Agreement.

The Contractor will submit an invoice for services rendered as specified in Article II of this Agreement to:

City Clerk
City of North Kansas City
2010 Howell Street
North Kansas City, Missouri 64116

Payment will be made within thirty (30) days of receipt of invoice, by the City Clerk of the City of North Kansas City, Missouri.

The Contractor retains the right to perform services for other clients. Nothing contained within this Agreement shall be deemed to create any association, partnership, joint venture, or relationship or principal and agent or master and servant between the Parties. Northland Neighborhoods Incorporated is an independent contractor and reserves the means and methods of accomplishing the Scope of Services as specified in Article II of this Agreement.

ARTICLE II SCOPE OF SERVICES

The Contractor will provide home repair services to assist in the ongoing economic and social welfare of neighborhoods within the City of North Kansas City, Missouri, as provided for in this Article. Note this scope is general in nature and any specifics are to be addressed between the City and the Contractor as deemed necessary.

HOME REPAIR PROGRAM – NORTH KANSAS CITY:

1. Support low- to moderate-income homeowners with needed repairs.
2. Funds will be targeted to:
 - a. Modifying homes to meet Abating code violations.
 - b. Quality of life repairs, such as:
 - HVAC repairs/replacement
 - Exterior painting
 - Gutters
 - Stair repairs
 - Window replacement
 - Plumbing repairs, including hot water restoration
 - Abate dangerous electrical issues
 - Repair unsafe flooring
3. Within thirty (30) days of the end of the term of this Agreement, Northland Neighborhoods, Incorporated will provide a written report to the City Council of the City of North Kansas City, Missouri, on how the funds were spent within the contract period.

ARTICLE III TERMINATION

Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of the notice of termination, the Contractor shall immediately cease all work or services hereunder except as may be specifically approved by the Contract Officer. Any unused funds shall be returned to the City upon termination.

ARTICLE IV
MISCELLANEOUS

1. **Compliance with Law.** All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

2. **Entire Agreement—Amendments.** This Agreement represents the entire understanding and agreement between the Parties. No amendment to this Agreement will be binding on the Parties, unless in writing and signed by the Parties. This Agreement shall be binding upon the successors and assigns of the Parties.

3. **Corporate Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

4. **Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

5. **Governing Law.** This Agreement shall be construed and interpreted both as to validity and to performance of the Parties in accordance with the laws of the State of Missouri. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Circuit Court of the County of Clay, State of Missouri, or any other appropriate court in such county.

6. **Authorized Employees.** The Contractor acknowledges that § 285.530, MO. REV. STAT., prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri, where the contract is for an amount in excess of five thousand dollars. The Contractor therefore covenants that it is not knowingly in violation of subsection 1 of § 285.530, MO. REV. STAT., and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work under this Agreement, and that its employees are lawfully eligible to work in the United States. An appropriate officer or representative of the Contractor shall complete and properly execute the Affidavit attached hereto, marked Exhibit “A” and submit it to the City.

IN WITNESS THEREOF, the Parties have executed this Agreement the ____ day of October, 2021.

(signatures appear on following page)

NORTHLAND NEIGHBORHOODS, INCORPORATED

By: _____
Deborah L. Hermann, *Chief Executive Officer*

ATTEST:

Theresa Wolfe, *Director of Administration*

CITY OF NORTH KANSAS CITY, MISSOURI

By: _____
Bryant DeLong, *Mayor*

ATTEST:

Crystal Doss, *City Clerk*

Exhibit "A"

Affidavit to Comply with § 285.530, MO. REV. STAT.

[For Contracts Over \$5,000]

STATE OF MISSOURI }
COUNTY OF _____ } ss.

AFFIDAVIT

(as required by § 285.530, Revised Statutes of Missouri)

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

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

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

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

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

Before me, the undersigned authority, personally appeared Deborah L. Hermann, who, being duly sworn, states on her oath or affirmation as follows:

1. My name is Deborah L. Hermann and I am currently the Chief Executive Officer of Northland Neighborhoods Incorporated (hereinafter “**Contractor**”), whose business address is 5340 NE Chouteau Trafficway, Kansas City, Missouri 64119, and I am authorized to make this Affidavit.

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

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

Home Repairs for Low/Moderate Income Home Owners in North Kansas City

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

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

Further, Affiant saith not.

Affiant Signature
Deborah L. Hermann

STATE OF MISSOURI }
COUNTY OF _____ } ss.

On this _____ day of October, 2021, before me personally appeared Deborah L. Hermann, to me known to be the person who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

WITNESS MY HAND and official seal in the county and state last aforesaid this _____ day of October, 2021.

Notary Public

My Commission Expires:

MEMORANDUM



TO: Mayor and City Council

FROM: Kim Nakahodo, Interim City Administrator

DATE: October 5, 2021

RE: Agreement with Rebuilding Together Kansas City, for Minor Home Repair and Home Modification Program

At its July 20, 2021, Work Session, the City Council heard a presentation from Deb Hermann with Northland Neighborhoods, Inc., and Clay McQuerry with Rebuilding Together Kansas City on the services they provide to the City of Gladstone and Clay County residents. Gladstone provides a Minor Home Repair and Home Modification Program through contracts with Northland Neighborhoods, Inc. and Rebuilding Together Kansas City, who administer the program using the City's funds. These organizations do the administrative work of confirming participant eligibility, help identify needed repairs or modifications, and manage contractors to complete the work.

The primary goal of a Minor Home Repair and Home Modification Program is to assist homeowners who do not have the financial means to:

- respond to code violations and/or
- modify their homes to accommodate their mobility and access needs.

Through a proactive approach, Minor Home Repair and Home Modification Programs help homeowners mitigate code violations and abate hazardous mobility situations – increasing the safety and economic vibrance of our neighborhoods and avoiding costly calls for City services. These programs have been identified as best practices by the National League of Cities (NLC) and the Community For All Ages program as an effective affordable housing strategy while allowing homeowners to safely age in place.

Staff has worked with Rebuilding Together Kansas City to develop a Home Repair Program similar to Gladstone's program to support low- to moderate-income homeowners with needed home modifications and repairs. These services include fixing homes to meet code violations, modifying homes to meet the mobility and access

needs of homeowners, and home repairs such as HVAC repair/replacements, abating dangerous electrical issues, and repairing unsafe flooring.

This program would fund Rebuilding Together Kansas City's North Kansas City Home Repair and Modification Program up to \$10,000. The funds would become available starting October 11, 2021, through October 10, 2022, until exhausted, whichever comes first. Rebuilding Together Kansas City will provide an annual report to the City Council on how the funds were spent within the contract period.

Staff recommends approving this contract for services with Rebuilding Together Kansas City.

RESOLUTION NO. 21-079

RESOLUTION APPROVING AGREEMENT FOR MINOR HOME REPAIR AND MODIFICATION SERVICES BETWEEN THE CITY AND REBUILDING TOGETHER KANSAS CITY, INC.

WHEREAS, the City of North Kansas City, Missouri (the “**City**”) is a body corporate, a third class city and political subdivision of the State of Missouri, duly created, organized and validly existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, the City’s Minor Home Repair Program will promote long-term sustainability of neighborhoods with critical and adequate maintenance of existing housing for individuals and families of low-to-moderate income living within the city limits of North Kansas City, Missouri; and

WHEREAS, this program will address conditions of a structure which are deemed to be a potential hazard to the life, health, safety, or welfare of the occupants, surrounding property owners, neighborhoods, and the entire North Kansas City community; and

WHEREAS, housing affordability directly affects the economic health of the City and, without adequate housing options in the City, it can be difficult to recruit and retain employees for the City’s employers; and

WHEREAS, Rebuilding Together Kansas City, Inc., a Missouri nonprofit corporation (“**RTKC**”), has the ability and desire to assist the City in promoting the long-term sustainability of neighborhoods with critical and adequate maintenance and modification of the City’s existing housing for individuals and families of low to moderate income living within the City; and

WHEREAS, the City has determined that RTKC has the qualifications, experience and dedication to provide the necessary services for the City’s Minor Home Repair Program; and

WHEREAS, the City and RTKC now desire to enter into the Agreement to accomplish the purposes set forth in these recitals to this Ordinance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of North Kansas City, Missouri, as follows:

Section 1. Authorization of Agreement. The City Council hereby finds and determines that it is the best interests of the City and its citizens to approve the Agreement and, further, the City Council hereby authorizes the City to enter into the Agreement with Rebuilding Together Kansas City, Inc., which Agreement shall be in substantially the form of “**Exhibit 1**”, attached hereto and incorporated herein by reference. The City is hereby authorized to pay the costs associated with the Agreement, provided that such costs do not exceed the amount set forth in the Agreement.

Section 2. Further Authority. The City shall, and the mayor, city clerk, city officials and employees of the City are hereby authorized and directed to take such further action, and execute such

other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 3. **Severability.** The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 4. **Governing Law.** This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 5. **Effective Date.** This Resolution shall be in full force and effect from and after its passage by the City Council and approval by the Mayor.

DONE this 5th day of October, 2021.

Bryant DeLong, *Mayor*

ATTEST:

Crystal Doss, *City Clerk*

**AGREEMENT BETWEEN
REBUILDING TOGETHER KANSAS CITY, INC., AND
THE CITY OF NORTH KANSAS CITY, MISSOURI**

Provide Home Repair and Modification Program – North Kansas City to assist in the
Revitalization of North Kansas City Neighborhoods

AGREEMENT FOR PROVISIONS OF THE FOLLOWING SERVICES

THIS AGREEMENT between REBUILDING TOGETHER KANSAS CITY, INC., between Rebuilding Together Kanas City, Inc. (RTKC) an entity organized and existing under the laws of the State of Missouri, with its principal office located at 2050 Plumbers Way, Suite 150, Liberty, Missouri 64068 (the “**Contractor**”) and the CITY OF NORTH KANSAS CITY, MISSOURI, a third class city organized and existing under the laws of the State of Missouri, with its principal office located at 2010 Howell Street, North Kansas City, Missouri 64116, (the “**City**”). The Contractor and the City are individually referred to as a “**Party**” and are collectively referred to as the “**Parties**”.

WHEREAS, the City is desirous of entering into an agreement with the Contractor, whereby the Contractor will provide certain services to the City, all as set forth hereinafter in this Agreement and the Contractor is desirous of entering in an agreement with the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

**ARTICLE I
FEES AND PAYMENT**

The Contractor agrees to perform all work, pay any sub-contractors, and provide all materials as specified in Article II for a period of twelve (12) months, starting October 11, 2021, through October 10, 2022; in which the City will pay the Contractor a sum not to exceed Ten Thousand and No/100 (\$10,000.00) for services rendered on behalf of the City. In consideration of such payment, the Contractor agrees to provide time and service as generally outlined in Article II, Scope of Services, of this Agreement.

The Contractor will submit an invoice for services rendered as specified in Article II of this Agreement to:

City Clerk
City of North Kansas City
2010 Howell Street
North Kansas City, Missouri 64116

Payment will be made within thirty (30) days of receipt of invoice, by the City Clerk of the City of North Kansas City, Missouri.

The Contractor retains the right to perform services for other clients. Nothing contained within this Agreement shall be deemed to create any association, partnership, joint venture, or relationship or principal and agent or master and servant between the Parties. Rebuilding Together Kansas City, Inc. is an independent contractor and reserves the means and methods of accomplishing the Scope of Services as specified in Article II of this Agreement.

ARTICLE II SCOPE OF SERVICES

The Contractor will provide home repair services to assist in the ongoing economic and social welfare of neighborhoods within the City of North Kansas City, Missouri, as provided for in this Article. Note this scope is general in nature and any specifics are to be addressed between the City and the Contractor as deemed necessary.

HOME REPAIR AND MODIFICATION PROGRAM – NORTH KANSAS CITY:

1. Support low- to moderate-income homeowners with needed repairs.
2. Funds will be targeted to:
 - a. Modifying homes to meet the mobility and access needs of homeowners.
 - b. Modifying homes to meet Abating code violations.
 - c. Quality of life repairs, such as:
 - HVAC repairs/replacement
 - Abate dangerous electrical issues
 - Plumbing repairs, including hot water restoration
 - Repair unsafe flooring
3. Within thirty (30) days of the end of the term of this Agreement, Rebuilding Together Kansas City will provide a written report to the City Council of the City of North Kansas City, Missouri, on how the funds were spent within the contract period.

ARTICLE III TERMINATION

Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of the notice of termination, the Contractor shall immediately cease all work or services hereunder except as may be specifically approved by the Contract Officer. Any unused funds shall be returned to the City upon termination.

ARTICLE IV
MISCELLANEOUS

1. **Compliance with Law.** All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

2. **Entire Agreement—Amendments.** This Agreement represents the entire understanding and agreement between the Parties. No amendment to this Agreement will be binding on the Parties, unless in writing and signed by the Parties. This Agreement shall be binding upon the successors and assigns of the Parties.

3. **Corporate Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

4. **Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

5. **Governing Law.** This Agreement shall be construed and interpreted both as to validity and to performance of the Parties in accordance with the laws of the State of Missouri. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Circuit Court of the County of Clay, State of Missouri, or any other appropriate court in such county.

6. **Authorized Employees.** The Contractor acknowledges that § 285.530, MO. REV. STAT., prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri, where the contract is for an amount in excess of five thousand dollars. The Contractor therefore covenants that it is not knowingly in violation of subsection 1 of § 285.530, MO. REV. STAT., and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work under this Agreement, and that its employees are lawfully eligible to work in the United States. An appropriate officer or representative of the Contractor shall complete and properly execute the Affidavit attached hereto, marked Exhibit “A” and submit it to the City.

IN WITNESS THEREOF, the Parties have executed this Agreement the ____ day of October, 2021.

(signatures appear on following page)

REBUILDING TOGETHER KANSAS CITY, INC.

By: _____
Clay McQuerry, *Executive Director*

ATTEST:

Crystal Doss, *City Clerk*

CITY OF NORTH KANSAS CITY, MISSOURI

By: _____
Bryant DeLong, *Mayor*

ATTEST:

Crystal Doss, *City Clerk*

Exhibit "A"

Affidavit to Comply with § 285.530, MO. REV. STAT.

[For Contracts Over \$5,000]

STATE OF MISSOURI }
COUNTY OF _____ } ss.

AFFIDAVIT

(as required by § 285.530, Revised Statutes of Missouri)

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

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

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

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

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

Before me, the undersigned authority, personally appeared Clay McQuerry, who, being duly sworn, states on her oath or affirmation as follows:

1. My name is Clay McQuerry and I am currently the Chief Executive Officer of Rebuilding Together Kansas City, Inc. (hereinafter “**Contractor**”), whose business address is 2050 Plumbers Way, Suite 150, Liberty, Missouri 64068, and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of North Kansas City, Missouri, a political subdivision of the State of Missouri:

Home Repairs and Modifications for Low/Moderate Income Home Owners in North Kansas City

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

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

Further, Affiant saith not.

Affiant Signature
Clay McQuerry

STATE OF MISSOURI }
COUNTY OF _____ } ss.

On this _____ day of October, 2021, before me personally appeared Clay McQuerry, to me known to be the person who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

WITNESS MY HAND and official seal in the county and state last aforesaid this _____ day of October, 2021.

Notary Public

My Commission Expires:

MEMORANDUM



TO: Mayor and City Council

FROM: Kim Nakahodo, Interim City Administrator

DATE: September 30, 2021

RE: Northgate Village Redevelopment Area and Star Development Project

- First Amended and Restated Development Agreement
- Chapter 100 Plan Approval

Previous Action

The City and Star Acquisitions & Development, LLC ("Star") entered into a Development Agreement on August 4, 2020 related to the 6 acre site located at the northwest corner of E. 23rd Avenue and Swift Street. Star closed on the purchase of the project site on January 14, 2021 and has been working to complete the predevelopment process and begin construction.

Consideration of the First Amended and Restated Development Agreement

The First Amended and Restated Development Agreement provides for the updated construction schedule and adds Star's development entity, Star Propco, as a party to the Development Agreement. The apartment project (the "Project") will be not less than 290 units and the amendments do not change any of the major business terms of the original Development Agreement.

Staff recommends the approval of the First Amended and Restated Development Agreement.

Consideration of the 23rd & Swift Chapter 100 Plan

The purpose of the accompanying ordinance, if duly passed by the City Council and approved by the Mayor, is to approve the Plan for Industrial Development and the City's issuance of Chapter 100 revenue bonds for the Project. The issuance of the Chapter 100 bonds will allow Star to begin development of the Project.

Pursuant to the Development Agreement previously approved by City Council, the City agreed to issue Chapter 100 Bonds to provide tax abatement for the Project. The Chapter 100 plan will allow the Developer to purchase construction materials without paying sales tax on such purchases and will provide real property tax abatement for 15 years.

In consideration for the Chapter 100 tax abatement, the Developer has agreed to make annual Payments in Lieu of Taxes (PILOT) payments of \$300,000 as shown in Exhibit B to the Development Agreement. The City will receive 100% of the PILOT payments as beneficiary of the Tax Increment Financing (TIF) District until the TIF Plan is retired in 2032. PILOT payments received between 2033 and 2038 will be shared proportionately among the appropriate taxing jurisdictions.

Further Information Relating to the 23rd & Swift Chapter 100 Plan

- The Developer will be required to indemnify the City with respect to the City's ownership of the Project and will name the City as an additional insured with respect to liability and casualty insurance for the Project.
- The Chapter 100 incentive and City ownership will be in place for approximately 17 years. At the end of the incentive period the property will be deeded back to the private owner and the Chapter 100 bonds for the Project will terminate.
- The City will have no liability with respect to payment of the bonds, since the bonds are payable solely from lease payments of the Developer. All of the bonds will be purchased by the Developer and not sold to the public.
- The City will have no financial liability for cost overruns or any other Developer obligations.

Staff recommends the approval of the Chapter 100 Plan.

Please let me know if you have any questions or comments.

FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT

by and between

CITY OF NORTH KANSAS CITY

and

STAR ACQUISITIONS & DEVELOPMENT, LLC

| and

| STAR NKC PROPCO, LLC

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FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT

THIS FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT (this “**Agreement**”) is dated as of _____, 2021 (“**Effective Date**”), by and between the **CITY OF NORTH KANSAS CITY**, a third-class city and municipal corporation duly organized and existing under the laws of the State of Missouri (the “**City**”)-~~and~~, **STAR ACQUISITIONS & DEVELOPMENT, LLC**, a Missouri limited liability company (“**Star**”) and **STAR NKC PROPCO, LLC**, a Missouri limited liability company (“**Star Propco**” and together with Star the “**Company**”).

RECITALS

A. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (“**Chapter 100**”), to purchase, construct, extend and improve certain projects and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, research and development, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

B. The City is owner of certain real property consisting of approximately six (6) acres and located generally at the northwest corner of E. 23rd Avenue and Swift Street in the City of North Kansas City, Missouri, which is legally described in **Exhibit A** attached hereto and incorporated herein (the “**Project Site**”).

C. The Company proposes a project for sale to the City and leaseback or lease to the City and leaseback to the Company by the City and development under Chapter 100, consisting of the Project Site and construction materials necessary to the construction and improvement of the Project Site as described in Article II below (collectively, the “**Project**”).

D. The City finds that the Project serves a public purpose in that it will promote economic development in the City and serve as a catalyst for additional investment and development.

E. The City and ~~the Company~~Star entered into a Development Agreement dated as of August 4, 2020 (the “**Existing Agreement**”) and the City and the Company desire to amend and restate the Existing Agreement in its entirety. Star and Star Propco are Affiliates.

F. By Ordinance No. _____ passed on _____, 2021 the City Council has authorized the City’s execution of this Agreement.

G. The parties desire to enter into this Agreement for the purpose of setting forth the covenants, agreements and obligations of the City and the Company with respect to the Project and the Project Site.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement hereby agree for the Term of this Agreement as follows:

ARTICLE I
Definitions and Construction

1.1 **Definitions.** Unless the context or use clearly indicates another or a different meaning or intent, for purposes of this Agreement the following definitions shall apply to the following capitalized word or phrase:

“**ADA**” shall have the meaning set forth in Section 2.8.

“**Applicable Laws**” shall mean any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, City Code, code interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, design guidelines, directive, policies, requirement or decision of or agreement with or by the City or other governmental bodies.

“**Bonds**” or “**Chapter 100 Bonds**” shall mean industrial development revenue bonds issued by the City pursuant to Chapter 100 in order to provide for financing of a portion of the Project, to allow the Project to be exempt from ad valorem property taxes (subject to the payment of PILOTs, as described in Section 3.2), and to allow purchases of construction materials financed by the Chapter 100 Bonds to be exempt from all state and local sales taxes.

“**Bond Counsel**” shall have the meaning set forth in Section 4.6(a).

“**Bond Closing**” shall have the meaning set forth in Section 4.1.

“**Bond Issuance Diligence Approval Date**” shall have the meaning set forth in Section 2.4.

“**CERCLA**” shall have the meaning set forth in Section 7.28(d).

“**Chapter 100**” shall have the meaning given in Recital A.

“**Chapter 100 Plan**” shall mean the Chapter 100 plan (including any amendments thereto) for the Project and the issuance of the Bonds.

“**City**” shall mean the City of North Kansas City, Missouri, a third-class city and municipal corporation duly organized and existing under the laws of the State of Missouri.

“**City Administrator**” shall mean the City Administrator (or his/her designee) of the City.

“**City Code**” shall mean the building, construction and zoning codes of the City and all other applicable laws and regulations of the City which are applicable to the Project.

“**City Council**” shall mean the governing body of the City.

“**Closing**” shall have the meaning set forth in the Purchase Agreement.

“**Closing Date**” shall mean the date on which the Closing occurs~~red~~.

“**Closing or Post-Closing Activities**” shall have the meaning set forth in Section 2.4.

“**Commercial Facility**” shall mean a facility comprised of buildings and improvements in accordance with Article II hereof for not less than ~~30~~290 units of Class A market rate residential apartments and the Parking Improvements, to be operated for profit by the Company in accordance with this Agreement.

“**Company**” shall mean together, Star ~~Acquisitions & Development, LLC, a Missouri limited liability company~~ and Star Propco and ~~its~~their respective successors and permitted assigns.

“**Completion Guarantor**” shall mean such guarantor or guarantors as the lender or equity investor(s) require with respect to completion of the Project.

“**County**” shall mean Clay County, Missouri.

“**Cure Period**” shall have the meaning set forth in Section 6.1(a).

“**Development Plan**” shall have the meaning set forth in Section 2.1.

“**Development Schedule**” shall have the meaning set forth in Section 2.4.

“**Effective Date**” shall have the meaning set forth in the preamble to this Agreement.

“**Events of Default**” or “**Default**” shall have the meaning set forth in Section 6.1.

“**Financing Documents**” shall have the meaning set forth in Section 2.4(f).

“**Force Majeure**” shall have the meaning set forth in Section 7.21.

“**GMP**” shall have the meaning set forth in Section 2.4(f)(ii).

“**Governmental Approvals**” shall have the meaning set forth in Section 2.4(a).

“**Infrastructure**” shall mean the “horizontal” or surface and subsurface improvements to service the Project improvements constructed and installed within, upon, and beneath the Project Site, including, but not limited to, open space design, conduits, sanitary and storm sewer lines, storm drainage and other utilities, and streetscape, all of which infrastructure shall be consistent with the studies prepared pursuant to the Development Plan and City Code.

“**Latest Permissible Bond Closing Date**” shall have the meaning set forth in Section 4.1.

“**Lease**” shall mean a lease agreement entered into between City, as landlord, and Star or Star Propco, as the Company case may be, as tenant, for the lease of the Project, ~~which lease shall be substantially in the form of the agreement in the Model~~pursuant to the Bond Documents. If Star or Star Propco, as the case may be, ground leases the Project Site to an affiliate for such affiliate’s construction of the Project and there are separate leases of the land and the improvements thereon from the City to Star or Star Propco, as the case may be, and its affiliate, respectively, “Lease” shall also refer collectively to such leases.

“**Member**” or “**Members**” shall have the meaning ascribed to such term in the Operating Agreement or Operating Agreements of the Company.

“**Option Purchase Price**” shall have the meaning set forth in Section 6.2(b).

“**Parking Improvements**” shall mean such ground level or structured parking improvements the Company constructs for the Project.

“**Parties**” shall mean the City and the Company.

“**PILOT**” shall have the meaning set forth in Section 3.2(a).

“**Plat**” shall have the meaning set forth in Section 2.4(d).

“**Project**” shall have the meaning given in Recital C.

“**Project Lender**” shall mean any lender providing financing for the construction of the Project which is secured by a first priority deed of trust.

“**Project Site**” shall mean the property legally described in Exhibit A attached hereto.

“**Project Site Interests**” shall have the meaning set forth in Section 6.2(b).

“**Process**” shall have the meaning set forth in Section 2.5.

“**Star**” shall mean Star Acquisition & Development, LLC, a Missouri limited liability company.

“**Star Propco**” shall mean Star NKC Propco, LLC, a Missouri limited liability company.

“**Substantial Completion**” and “**Substantially Complete**” shall have the meaning set forth in Section 2.6.

“**Term**” means the period beginning on the Effective Date and ending on the second anniversary of the Effective Date; provided, however, that if the Bond Closing occurs, the Term shall automatically be extended and shall continue until the expiration of any period of tax abatement associated with the Development Plan.

“**TIF Commission**” means the Tax Increment Financing Commission of the City of North Kansas City, Missouri.

“**TIF Plan**” means the Northgate Village Tax Increment Financing Plan, as amended from time to time.

1.2 **Construction.** As used herein, words of any gender shall be deemed and construed to include correlative words of each other gender, and unless the context otherwise requires, the singular shall include the plural and vice-versa.

ARTICLE II The Project and Development Process

2.1 **Description of Project.** The Project will be designed, developed and constructed to include amenities consistent with a Class A residential apartment project, including but not limited to the following amenities: (a) in-unit washer/dryer, refrigerator, oven/range, and microwave, and (b) elevator serviced buildings with secure access and climate-controlled interior corridors. The Company shall have the sole right to plan, design and carry out the Project in such manner as the Company shall determine to be necessary or desirable, provided, however, that the Project is in substantial accordance and compliance with this Agreement, applicable City Code and the final development plan with respect to the Project approved by the City's Planning Commission and the City Council, as applicable, (the "**Development Plan**").

2.2 **Infrastructure.** In connection with the construction of the Project, the Company shall complete the Infrastructure. The Company hereby agrees to construct, or cause to be constructed, the Infrastructure in substantial accordance and compliance with this Agreement, the City Code, and the Development Plan.

2.3 **No Acquisition or Eminent Domain for Project.** It is not contemplated by Company that the acquisition or termination of any real property rights from any third parties is necessary for the acquisition, construction, installation and maintenance of the Project or any public improvements associated therewith.

2.4 **Closing: Closing or Post-Closing Activities.** Closing pursuant to the Purchase Agreement occurred January 14, 2021. No later than three hundred sixty-five (365) days following the Closing, the Company shall complete (or has completed, as the case may be), the following activities for the Project (collectively, the "**Closing or Post-Closing Activities**"):

(a) Company, at the Company's cost and expense, has prepared a construction, development, permit and governmental approval schedule ("**Development Schedule**") for the Project pertaining to the matters to be set forth in the Development Plan. Such Development Schedule has been submitted to the City for approval pursuant to a letter from the Developer to the City dated August 26, 2021. The Development Schedule identifies, generally, the permits, land use approvals, zoning requirements and related regulatory review requirements necessary to implement the Project ("**Governmental Approvals**"). The Development Schedule submitted August 26, 2021 is hereby approved by the City.

(b) The Company or its consultants shall prepare designs for Infrastructure for the Project, if and when required by City Code for development of the Project. The Company shall ensure that any Infrastructure designed and/or constructed for the Project is comprehensively integrated with all other Infrastructure for the whole of the Project, to ensure the overall efficiency of operation and construction costs of the Infrastructure and Project improvements.

(c) (i) The Company will prepare the Development Plan for the Project, which Development Plan will be reviewed and approved by the City and any constituent body thereof from which approval of the Development Plan is required under the City Code. The Development Plan shall provide a complete description of the Project, including generally, such things as are required to secure all permits from the City for the Project Site that is the subject of the Development Plan, such as: (I) building uses; (II) gross

building area; (III) gross leasable area; (IV) the Parking Improvements; (V) the estimated time-frame in which the Project shall be implemented; and (VI) the number of market rate housing units to be included in the Project. Notwithstanding the foregoing, any future amendment to the approved Development Plan shall be subject to the review and approval of the City in accordance with City Code.

(ii) The Parties shall periodically (at least every sixty (60) days after the Closing or such other regular period mutually acceptable to the Parties) review the Development Schedule to ensure it is accurate in light of market conditions and, in the event the Parties determine the Development Schedule is not accurate in light of such market conditions, the Development Schedule shall be amended in writing by agreement of the Parties, consent to which shall not be unreasonably withheld, conditioned or delayed.

(d) The Company, at the Company's sole cost and expense, will prepare a plat for the Project in accordance with applicable City ordinances ("Plat") and submit the Plat to the City for approval (which may be done as part of the Development Plan application and approval process) in accordance with the City Code. The Plat shall be consistent with the Development Plan. The Plat, and any subsequent rezoning or plat applications related to the Project, shall be prepared, filed and, as applicable, recorded by the Company, at the sole cost and expense of the Company. Any future amendment to the approved Plat shall be subject to the review and approval of the City, consent to which shall not be unreasonably withheld, conditioned or delayed.

(e) [Reserved]

(f) As a condition precedent to the obligations of the City to issue the Bonds and execute the Lease, the Company shall provide to the City, on or before the dates identified below, true and correct copies of the following documents in form and content satisfactory to the City, each to be reviewed and approved by the City in its sole and absolute discretion as a condition to the City's obligation to issue the Bonds (the "**Financing Documents**"):

(i) Financial statements demonstrating the Company has the equity adequate to complete the Project (when combined with the construction loan proceeds), which the Company shall provide to the City at least seven (7) days prior to the date proposed for the Bond Closing;

(ii) A guaranteed maximum price or stipulated sum construction contract for the Project ("**GMP**"), which the Company shall provide to the City at least ten (10) days prior to the date proposed for the Bond Closing;

(iii) Confirmation that construction loan documents are ready to close and immediately fund the Project, which together with Company equity and all other sources of financing, meet or exceed, in the aggregate, the GMP and the cost of furnishing and equipping the Project, which the Company shall provide to the City at least ten (10) days prior to the date proposed for the Bond Closing;

(iv) A payment bond in an amount equal to the GMP naming City, Company, and/or its lender as obligees, the form of which the Company shall provide to the City at least seven (7) days prior to the date proposed for the Bond Closing;

(v) Liability, casualty, workers compensation, and other insurance in types and amounts obtained on similar projects in the Kansas City metropolitan area, which the Company shall provide to the City at least seven (7) days prior to the date proposed for the Bond Closing (which may be policies held by the general contractor or the Company); provided, that the certificates evidencing such policies, including builder's risk insurance, may be provided the day before Closing;

(vi) The identity of the members, partners, officers and principal executives or other key personnel or investors of Company and any transfers of interests among such parties, which the Company shall provide to the City at least ~~thirty~~ten (~~3~~10) days prior to the date proposed for the Bond Closing;

(vii) Such other financial due diligence as requested by the City and the City shall have the right to have its outside financial consultant confidentially conduct full financial due diligence relating to Company, and the other Financing Documents, which the Company shall provide to the City at least ~~thirty~~ten (~~3~~10) days prior to the date proposed for the Bond Closing; provided such outside financial consultant executes a confidentiality agreement in form and substance reasonably acceptable to Company;

(viii) The identity of the Completion Guarantor and evidence reasonably satisfactory to the City's outside financial consultant that the Completion Guarantor will be required to deliver a completion guaranty for the Project to the lender providing the construction loan for the Project and/or the Company's equity investors which the Company shall provide to the City at least ten (10) days prior to the date proposed for the Bond Closing;

(ix) [Reserved]; and

(x) Complete sources and uses allocation for the Project, including the Infrastructure costs in form and substance reasonably satisfactory to the City's outside financial consultant which the Company shall provide to the City at least ten (10) days prior to the date proposed for the Bond Closing.

Completion of the foregoing to the City's satisfaction must occur no later than the number of days prior to the date proposed for the Bond Closing respectively identified for each of the foregoing items (i) through (x) (as to each of the foregoing items (i) through (x), respectively, the "**Bond Issuance Diligence Approval Date**").

2.5 Development Process. Following the Bond Closing, Company shall perform the following undertakings in accordance with the process ("**Process**") set forth below:

(a) Company shall exercise commercially reasonable efforts to obtain all Governmental Approvals for the Project.

(b) Company shall: (i) commence construction of the Project improvements within one hundred twenty (120) days following the Bond Closing; and (ii) Substantially Complete construction of the Project on or before thirty (30) months following the commencement of construction.

(c) The Company agrees that it will enter into the necessary contracts with contractors for the Project improvements and cause those contracts to provide that all work performed under such contracts be in accordance with the Development Plan and this Agreement.

(d) Commencing upon the date construction of the Project improvements begins and thereafter on a bi-annual basis until Substantial Completion of the Project, the Company shall prepare and deliver to the City a written update regarding the status of the Process for the Project which is then subject to the Process by Company at the time of delivering the status update. The parties shall meet on an as-needed basis to discuss the Project status report.

2.6 Certificates of Substantial Completion. Within sixty (60) days after Substantial Completion of the Project in accordance with the provisions of this Agreement, the Company will submit to the City a Certificate of Substantial Completion for the City's approval. "**Substantial Completion**" or "**Substantially Complete**" shall mean that the Company shall have been granted a certificate of occupancy by the City building official and shall have completed all work as required by this Agreement with respect to the Project. The City shall, within ten (10) days following delivery of the Certificate of Substantial Completion, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. The City's execution of the Certificate of Substantial Completion shall constitute evidence of the satisfaction of the Company's agreements and covenants to construct the Project; provided, however, that the issuance of the Certificate of Substantial Completion shall not relieve Company of its other obligations under this Agreement and which shall continue to survive until the end of the Term unless otherwise specifically stated herein.

2.7 Project Zoning, Planning, Platting, and Construction.

(a) Conformance with Agreement. The Project shall be developed, and the Project constructed in accordance with this Agreement and Applicable Laws.

(b) Zoning, Planning and Platting. The City and the Company agree to collaborate on any zoning, planning, and platting applications submitted in accordance with Applicable Laws by the Company in due course and good faith.

(c) Construction Plans. The Company shall submit Construction Plans for any portion of the Project it elects to construct for review and approval pursuant to the City's Code. Construction Plans may be submitted in phases or stages. All Construction Plans shall be in sufficient completeness and detail to show that construction will be in conformance with the Project and this Agreement.

(d) Construction Permits and Approvals. Before commencement of construction or development of any buildings, structures or other work or improvements by the Company, the Company, shall, at its own expense, secure or cause to be secured any and all permits and approvals which may be required by Applicable Laws, the City and any other governmental agency having jurisdiction as to such construction, development or work. Such permits and approvals may be obtained by the Company in phases corresponding to particular stages of construction. The City shall cooperate with and provide all usual assistance to the Company in securing these permits and approvals, and shall diligently process, review, and consider all such permits and approvals as may be required by Applicable Law; except provided that the City shall not be required to issue any such permits or approval for any portion of the Project not in conformance with this Agreement or Applicable Law.

(e) No Waiver. Nothing in this Agreement shall constitute a waiver of the City's right to consider and approve or deny Governmental Approvals pursuant to the City's regulatory authority as provided by City's unified building code and applicable state law. The Company acknowledges that satisfaction of certain conditions contained in this Agreement may require the reasonable exercise of the City's discretionary zoning authority by the City Council in accordance with the City's zoning ordinance and Applicable Laws.

(f) Periodic Review. The City shall have the right to review in a monthly project team meeting the design and construction of the Project to determine that it is being designed, constructed and completed in accordance with this Development Agreement, the Development Plan, the Construction Plans, and all Applicable Laws. If the Project is not being designed or constructed in accordance with this Development Agreement, the Development Plan, the Construction Plans, or all Applicable Laws, after consulting with the Company, the City shall promptly deliver written notice to the Company and the Company shall promptly correct such deficiencies.

2.8 **ADA.** The Company shall construct the Project in compliance with and otherwise comply with the provisions of the Americans with Disabilities Act ("ADA"), 42 U.S.C. A Section 1201, et seq., as amended from time to time, and regulations promulgated under the ADA, including, without limitation, 28 C.F.R. Part 35 and 29 C.F.R. Part 1630.

2.9 **Use Restrictions.** Company and its successors and assigns and every successor in interest to all or any part of the Project Site shall, upon acceptance of title or any other interest thereto, including but not limited to the leasehold interest created under the Lease:

(a) devote all uses of the Project Site in accordance with and subject to the provisions regarding use set forth in the Development Plan for the term of any tax abatement thereunder; and

(b) not discriminate on the basis of race, color, religion, sexual orientation, family status, handicap, sex or natural origin in the sale, lease or rental or in the use or occupancy of all or any part of the Project Site in perpetuity; and

(c) restrict use of the Project Site to prohibit any use of the Project Site for: adult book and video stores, community correctional facilities, half-way houses, drug or alcohol rehabilitation facilities, used car lots, multi-game, casino-style gambling facilities, commercial billboards, vape stores, vaping parlors, tattoo shops, pawn shops, payday lenders.

It is intended and agreed that the covenants provided in this Section 2.9 shall be set forth in a separate covenant and restriction, which at the option of the City is to be filed of record running with the land, notwithstanding the expiration of the Term (in which case the covenants in (b) and (c) provided in this Section 2.9 shall continue nonetheless) binding to the fullest extent permitted by law and equity for the benefit and in favor of and enforceable by: the City, its successors and assigns, any successor in interest in the Project Site or any part of the Project Site, the owner of any other real estate or of any interest in real estate that is subject to the real estate use requirements and restrictions required hereunder, and the United States, against the Company, its successors and assigns, and every successor in interest to the Project Site, or any part thereof or any interest therein, and any party in possession or occupancy of the Project Site or any part thereof.

2.10 Rights of Access. Representatives of the City shall have the right to access the Project, without charges or fees, at normal construction hours during the period of construction, for the purpose of ensuring compliance with this Agreement, including, but not limited to, the inspection of the work being performed in constructing, renovating, improving, equipping, repairing and installing the Project, and the right to order a work stoppage for any violation of this Agreement or Applicable Law, so long as it complies with all safety rules. Except in case of emergency, prior to any such access, such representatives of the City will check in with the on-site manager. Such representatives of the City shall carry proper identification, shall insure their own safety, assuming the risk of injury, and shall not interfere with the construction activity, except pursuant to Applicable Law.

2.11 Encumbrances and Liens. The Company agrees that no mechanics' or other liens shall be established or remain against the Project for labor or materials furnished in connection with the acquisition, construction, additions, modifications, improvements, repairs, renewals or replacements. However, the Company shall not be in default if mechanics' or other liens are filed or established and the Company contests in good faith said mechanics' liens and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom.

ARTICLE III Obligations of the City

3.1 Bonds. Subject to the Company's compliance with its obligations for delivery of the Financing Documents prior to the Bond Issuance Diligence Approval Date and the requirements of Chapter 100 and approval by the City Council of the Chapter 100 Plan for the Project and of the issuance of the Bonds, the City shall issue the Bonds as follows:

(a) The proceeds of the sale of the Bonds shall be used to reimburse the Company for costs of the Project, including the acquisition of the Project Site and the costs of construction materials purchased by the Company on behalf of the City as part of the Project;

(b) The proceeds of the Bonds shall be used for any purpose related to the Project permitted under Chapter 100 and contained in the Company's Chapter 100 Plan;

(c) [Intentionally Omitted];

(d) The Bonds shall be issued in accordance with Chapter 100, shall be purchased by the Company (and may not be sold or transferred by the Company to any person or entity other than to a permitted transferee of the Project contemporaneously with the Project's transfer to such permitted transferee pursuant to Section 7.3 hereof, subject at all times to the terms of the Chapter 100 bond indenture) and be revenue bonds secured and repaid solely from rents payable by the Company under the Lease (nothing herein shall prevent the Company from pledging or collaterally assigning the Bonds to a Project lender).

3.2 Project Site Tax Exemption.

(a) So long as the City owns title to the Project, the City expects that the Project will be exempt from ad valorem taxes until approximately fifteen (15) years following Substantial Completion of the Project. The first year of such exemption period for purposes of this Agreement shall begin on January 1 of the calendar year of the Bond Closing-Date. The Company covenants and agrees that, during each year the Project is exempt from ad valorem taxes (but not any applicable levee tax) by reason hereof, the Company will make annual payments in lieu of taxes to the City (each such payment, a "PILOT") as described in Section 3.2(b). The City and the Company hereby agree that the tax abatement provided by this Agreement shall only apply to property financed with the proceeds of the Bonds (i.e., property constituting a part of the Project) and shall not apply to property not financed with proceeds of the Bonds.

(b) The Company covenants and agrees to make PILOT payments to the City on or before each December 31, commencing December 31 of the first (1st) calendar year of the tax exempt period described in Section 3.2(a), in the amounts, and in the years, calculated set forth in Exhibit B attached hereto. The PILOT payments shall be distributed by the City as set forth and provided in the TIF Plan and following termination of the TIF Plan to the taxing jurisdictions in proportion to the amount of taxes which would have been paid in each year had the Project not been exempt from taxation pursuant to the issuance of the Chapter 100 Bonds.

(c) If the Company fails to operate the Project as a multifamily and commercial facility (which means making multifamily and commercial space available for rent, and alternatively with respect to the commercial space only, includes occupancy and operation of commercial space by the Company), other than temporary closures customary in the applicable industry, then in addition to any other remedies that may be available to the City under the Lease or hereunder, the PILOTS required by this Section 3.2 shall be increased to an amount equal to 100% of the ad valorem taxes that would otherwise have been due on the Project during each year following such failure, including the year in which the failure occurs, and during which the Project is exempt from ad valorem property taxes as provided herein.

(d) Nothing in this Agreement shall be construed to require the Company to make duplicate tax payments. The Company shall receive a credit hereunder to such extent it has made any payment for ad valorem taxes on the Project to the County for years in which a PILOT is due under **Exhibit B**.

(e) The City and the Company hereby agree that the property tax exemptions described in this Agreement shall not apply to special assessments or levee taxes and shall not serve to reduce or eliminate any other licenses, permits, or fees owing to the City or any other taxing jurisdiction with respect to the Project. The Company hereby agrees to make payments with respect to all special assessments, levee taxes, licenses, permits, and fees which would otherwise be due with respect to the Project if such Project was not owned by the City.

3.3 Sales Tax Exemption.

(a) The City will cooperate with the Company and will assist the Company as it seeks all approvals and certifications required to cause all purchases of construction materials financed by the Chapter 100 Bonds to be purchased and titled in such a fashion as to be exempt from all state and local sales taxes.

(b) The City will issue a City sales tax exemption certificate for construction materials and the City shall provide such other documentation as may be necessary from time to time to effect said sales tax exemption. If the Chapter 100 Bonds are not issued, there shall be no sales tax exemption, and sales taxes will be due and owing on any construction materials purchased as part of the Project. Any sales taxes assessed against such construction materials shall be paid by Company.

(c) On or promptly after the date of the Bond Closing, the City shall upon the request of the Company issue a City sales tax exemption certificate for construction materials to be incorporated into the Project at the Project Site. The Company shall use the exemption certificate only for the purposes specified in the exemption certificate and shall not use the exemption certificate for the purchase of any personal property other than construction materials. The Company shall indemnify and defend the City and its respective officers, employees and agents against and from any and all causes of action or actions in law or equity, liens, claims, damages, loss, costs or expenses of any nature whatsoever by any person or entity, arising out of the City's furnishing of the exemption certificate.

3.4 **Permitting and Approval Assistance.** From and after the Effective Date of this Agreement, subject to the City Code and policies the City shall assist and support the Company in obtaining all permits and approvals that are sought by the Company in connection with the Project that may be available to the Company from time to time in connection with the Project. To the extent the Project specifications contained in this Agreement conflict with the Development Plan, this Agreement shall control. The City will not unreasonably withhold any consent or approval required by any City ordinance, code, regulation or any other governmental approval required by law related to the Project; *provided that* nothing herein shall be construed to obligate the City, acting as a party hereto, to (a) grant permits or other approvals the City would not be obligated to grant, acting as a political subdivision, absent this Agreement or (b)

waive or reduce costs and fees for licenses, permits, or other approvals which may be due or may become due with respect to the Project.

ARTICLE IV Closing

4.1 **Bond Closing.** Subject to the completion of the contingencies set forth in Section 4.6, the issuance of the Bonds and delivery of the Bond Documents (the “**Bond Closing**”) shall occur not later than three hundred sixty-five (365) days following the Closing (the “**Latest Permissible Bond Closing Date**”). The Company shall have the right to extend the Latest Permissible Bond Closing Date one (1) time for a period of not more than thirty (30) days, which such right the Company shall exercise by giving written notice to the City of the Company’s election to do so not less than thirty (30) days’ prior to the Latest Permissible Bond Closing Date as originally identified in this Section 4.1.

4.2 **Bond Issuance.** At and following the Bond Closing, Chapter 100 Bond proceeds in an amount necessary to pay for the ~~construction materials~~Project costs (as identified in the Bond Documents) may be distributed to or at the direction of the Company.

4.3 **Deliverables by the City at Closing.** The City shall deliver the following documents to the Company and the trustee under the Bond Documents at the Bond Closing:

- (a) The Lease and other Bond Documents; and
- (b) The City’s sales tax exemption certificate relating to the construction materials to be incorporated into the Project.

4.4 **Deliverables by the Company.** The Company shall deliver the following documents to the City and the trustee under the Bond Documents at Closing:

- (a) Warranty Deed (or base lease) and Bill of Sale from the Company to the City;
- (b) The Lease and other Bond Documents; and
- (c) Such closing certificates and proof of due organization, corporate good standing, due authorization, insurance coverage and compliance with other covenants of the Bond Documents as the City customarily requires in connection with the execution of Model Bond Documents.

4.5 **[Reserved]**

4.6 **Contingencies.** Notwithstanding any other provision of this Agreement, the obligations of the City and Company as set forth herein with respect to the Bond Closing, and the execution and delivery of any of the Bond Documents are subject to the following conditions precedent:

- (a) Approval by the City Council, in its sole discretion, of (i) the Chapter 100 Plan for the Project, (ii) the issuance of the Chapter 100 Bonds, and (iii) fulfillment of all

terms and conditions required by Gilmore & Bell PC, the City’s bond counsel (“**Bond Counsel**”), in order for the purchase and delivery of the Chapter 100 Bonds to be consummated;

(b) Obtaining by the Company of any necessary governmental licenses, permits and approvals, including passage of any required approving ordinances by the City Council;

(c) The Company obtaining the necessary financing to construct the Project, as determined by the Company in its sole and absolute discretion and the decision by the Company to proceed with the construction of the Project; and

(d) Issuance of an opinion from Bond Counsel that the Chapter 100 Bonds constitute valid and legally binding special obligations of the City and issuance of an opinion from Company counsel relating to the organization and existence of the Company, the execution of the Bond Documents by the Company as valid and binding agreements of the Company, and certain other matters customarily required by the City in connection with the execution of the Chapter 100 Bond Documents;

provided that all such conditions shall be deemed to have occurred upon the execution and delivery by the City and the Company of the Bond Documents and the issuance of the Chapter 100 Bonds by the City.

ARTICLE V
Company Obligations, Representations,
And Warranties

5.1 **Project Operation and Maintenance.** Company shall be responsible for the operation and maintenance of the Project and the City shall have no operation or maintenance obligations for the Project.

5.2 **Company Authorization.** Company makes the following covenants, representations, and warranties to the City:

(a) Company is a limited liability company existing under the laws of the State of Missouri, has lawfully executed and delivered this Agreement acting by and through its members or managing member, has received all approvals necessary for it to enter into this Agreement effectuate the purposes of this Agreement with respect to the Project, and the person executing this Agreement on behalf of Company is authorized to execute and deliver the same.

(b) There are no statutes, regulations or other laws which may prevent Company from entering into this Agreement or to perform or observe its obligations or undertakings contained herein.

(c) Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with the terms and conditions of this Agreement, nor the consummation of the transactions contemplated by this Agreement, conflicts with or results in a breach

of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Company is now a party or by which the Company is bound.

(d) This Agreement is the valid and binding obligation of Company, enforceable against the Company in accordance with its terms.

(e) There is no litigation or other proceedings pending or to the knowledge of the Company threatened against the Company or any other person affecting the right of the Company to execute or deliver this Agreement or the ability of the Company to comply with its obligations under this Agreement.

(f) Following the Closing, the Company shall timely pay or cause to be paid the PILOTS, property taxes or assessments assessed against the Project Site pursuant to the terms of this Agreement.

All representations, covenants and warranties of the Company contained in this Agreement, in any certificate or other instrument delivered by the Company pursuant to this Agreement, or otherwise made in conjunction with the Project transactions contemplated by this Agreement shall survive the execution and delivery of this Agreement and the Closing.

ARTICLE VI

Default and Termination; Estoppel

6.1 **Events of Default Defined.** The following shall be “**Events of Default**” under this Agreement and the terms “**Events of Default**” and “**Default**” shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a) Failure by the Company to observe and perform any covenant, term condition or agreement on its part to be observed or performed under this Agreement, which failure continues uncured for a period of thirty (30) days after written notice from the City specifying the default (or if the default is not susceptible of cure within thirty (30) days, a period not to exceed one hundred twenty (120) days during which the Company diligently and in good faith proceeds to cure such default to completion (the “**Cure Period**”).

(b) The filing by the Company of a voluntary petition in bankruptcy, or failure by the Company to promptly lift any execution, garnishment or attachment of such consequence as would impair the ability of the Company to carry on its operation, or adjudication of the Company as a bankrupt, or assignment by the Company for the benefit of creditors, or the entry by the Company into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Company in any proceedings whether voluntary or involuntary instituted under the provisions of the federal bankruptcy laws, as amended, or under any similar acts which may hereafter be enacted which is not dismissed within sixty (60) days.

(c) The failure of the Company to complete the Project in accordance with the provisions of Section 2.5(b) of this Agreement and subject to any extensions by the period of time equal to the delays caused by any Force Majeure Conditions.

(d) Failure by the City to observe and perform any covenant, term, condition or agreement on its part to be observed or performed under this Agreement, which failure continues uncured following the Cure Period.

6.2 Remedies on Default.

(a) Whenever any Event of Default shall have occurred and be continuing, the non-defaulting party shall have the right, at its option and without any further demand or notice, to take whatever action at law or in equity may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the Company or the City, as applicable, under this Agreement, including, but not limited to, terminating this Agreement and terminating tax abatement on any portion of the Project Site then owned by the Company, or instituting such proceedings as may be necessary or desirable, in the non-defaulting party's sole opinion, to compensate the non-defaulting party for any damages resulting from all breaches by the defaulting party, including, but not limited to, a proceeding for breach of contract and/or damages. Notwithstanding the foregoing or anything in this Agreement to the contrary: (i) prior to Closing, the City's sole remedy shall be termination of this Agreement; (ii) after Closing but prior to commencement of construction, the City's sole remedies shall be termination of this Agreement and the remedy set forth in (b) immediately below; (iii) no party shall have the right to consequential, special, remote, or punitive damages; and (iv) the City shall not have the right to enjoin the Company to engage in any construction activities after Closing except for issues of life, safety, health or stop orders issued pursuant to Applicable Laws.

(b) If the Company, subject to Force Majeure Conditions, has not timely commenced construction of the Project as required by Section 2.5(b) hereof, the Company hereby grants to the City, and the City shall have, the option to acquire from the Company in consideration of the amount equal to the amount paid by the Company to the City at the Closing (the "**Option Purchase Price**"), at the election of the City, (i) the Project Site, (ii) the Lease, and the leasehold estate created thereby with respect to the Project Site, and the Chapter 100 Bonds (collectively, the "**Project Site Interests**"); or (iii) both (i) or (ii). If the City chooses to exercise either option (i), (ii) or (iii), the City will notify the Company in writing of its exercise of such option and state with specificity in the notice any facts demonstrating that Company has not proceeded with due diligence to commence construction of the Project as required by Section 2.5(b) hereof. The closing on such option (i), (ii) or (iii) as exercised by the City will occur on the thirtieth (30th) day after the City delivers such written notice to the Company (or such earlier date as the City and the Company shall mutually agree). On the date for such closing, the City shall pay to Company the Option Purchase Price and, simultaneously, the Company shall either: (x) with respect to option (i), convey to the City by special warranty deed fee simple title to the Project Site, free and clear of all liens and encumbrances (except the Permitted Exceptions in the conveyance to the Company and all other liens and encumbrances approved by the City, which approval shall not be unreasonably withheld or conditioned) (y) with respect to option (ii), by assignment of the Lease and a delivery of the Chapter 100 Bonds together with a Bond power all in such form and along with such other documents as the City may reasonably require, and Company's rights under

this Agreement shall automatically terminate; or (z) with respect to option (iii), the Company shall deliver all documents under both (x) and (y). All costs and expenses of the closing of either such option (i), (ii) or (iii), as applicable (e.g. recording fees) will be borne by the City (except the Company shall pay its own attorney's fees). The parties agree that the interests of any party which may hereafter claim an interest in the Project Site Interests by, through, or under the Company, shall be deemed junior and inferior to the options (i), (ii) (iii) of the City under this Section 6.2(b). Upon exercise of the remedies in this Section 6.2(b) by the City any such interests in the Project Site Interests by, through, or under the Company shall be deemed automatically extinguished, null, and void.

(c) Except as limited pursuant to Sections 6.2(a), (b), and (d), the City shall, in no way, be limited to the terms of this Agreement in enforcing, implementing and/or causing performance of the provisions of this Agreement and/or the Development Plan or pursuant to applicable City ordinances or in exercising its right and authority to condemn the Project Site after the Company's Default and failure to cure during the Cure Period provided in this Agreement.

(d) Before enforcing any remedies against the Company due to the occurrence of an Event of Default on the part of the Company other than the remedies set forth in Section 6.2(b), the City shall provide notice and an opportunity to cure such Event of Default to each holder of any deed of trust affecting the Project Site which is filed of public record as of the date which is twenty (20) days prior to the issuance of such action by the City. Such notice shall provide a fifteen (15) day holder cure period for a monetary Event of Default, and a sixty (60) day holder cure period for a non-monetary default.

(e) No delay or omission of a party to exercise any right or remedy occurring upon an Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or acquiescence to such Event of Default. Every right and remedy given by this Article or by law may be exercised from time to time and as often as may be deemed expedient by the City. No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement. In case of a breach, the non-defaulting Party may nevertheless accept from the defaulting Party any payment or payments made under this Agreement without in any way waiving right of the non-defaulting Party to exercise any of its rights and remedies provided for in this Agreement with respect to any such default or defaults of the defaulting Party which were in existence at the time such payment or payments were accepted by the non-defaulting Party.

(f) The rights and remedies set forth herein and provided by law shall be construed as cumulative and continuing rights and may be exercised concurrently or alternatively. No one of them shall be exhausted by the exercise of such option on one or more occasions.

6.3 [Reserved]

ARTICLE VII
Miscellaneous

7.1 **Notices.** All notices shall be sent either by certified mail, return receipt requested, personal messenger or overnight delivery via a reputable overnight delivery service. Any notice sent by (a) certified mail, return receipt requested shall be deemed delivered two (2) days after deposited in the United States Mail; (b) personal messenger shall be deemed delivered when actually received; and (c) an overnight delivery service shall be deemed delivered on the business day following the date the notice is deposited with the overnight delivery service addressed as specified below:

If to City:

City of North Kansas City, Missouri
Attention: City Administrator
2010 Howell Street
North Kansas City, Missouri 64116

With a copy to:

City of North Kansas City, Missouri
Attention: City Counselor
2010 Howell Street
North Kansas City, Missouri 64116
Email: tebarzee@nkc.org

And

Bryan Cave Leighton Paisner LLP
Attention: Stephen S. Sparks
1200 Main Street, Suite 3800
Kansas City, Missouri 64105
Email: sssparks@bclplaw.com

If to the Company:

STAR Acquisitions & Development, LLC
244 W. Mill Street, #101
Liberty, Missouri 64068
Email: tharris@stardevcorp.com and robert@stardevcorp.com

With a Copy to:

Polsinelli PC
900 W. 48th Place, Suite 900
Kansas City, Missouri 64112
Attention: Curt Petersen
Email: cpetersen@polsinelli.com

Such address may be changed by a party by giving the other party ten (10) days' notice of such change in writing.

7.2 Severability. If any term, covenant, condition, or provision of this Agreement, or the application to any person or circumstance shall, at any time or to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall (except to the extent such result is clearly unreasonable) not be affected thereby, and under such circumstances each term, covenant, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, insofar as such enforcement is not clearly unreasonable. In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Notwithstanding the above, the City or the Company shall have the right to terminate this Agreement in the event it determines that a material provision of this Agreement has been declared invalid or unenforceable by a final order of a court of competent jurisdiction. The provisions of this Section 7.2 shall survive termination of this Agreement.

7.3 Transfer and Assignment.

(a) After Substantial Completion and subject to the provisions of the Lease and the other Bond Documents, the Company may freely sell and assign, to any other person or entity, any or all of the Project and the Company's rights, duties, and obligations under this Agreement, the Bond Documents and the Lease, provided that (i) the Company provides ten days' notice to the City prior to the sale or assignment and (ii) the proposed assignee or purchaser assumes the duties and obligations of the Company under this Agreement, at which time the Company shall be released in full from all obligations under this Agreement (which release at the Company's request, the City will document in recordable form). The Parties agree to work in good faith to enable the assignment and transfer of the Bonds, Bond Documents, the Lease, by the Company to any subsequent purchaser or assignee and all applicable agreements related thereto in order to promptly and expeditiously enable any such assignment or sale by the Company.

(b) Prior to Substantial Completion the Company may not sell, transfer or assign any or all of the Project and the Company's rights, duties, and obligations under this Agreement, the Bond Documents and the Lease to any person (other than an entity affiliated with the Company with a 51% or more identity of interest of equity owners) without the prior approval and consent of the City, approval and consent may be withheld by the City in its sole and absolute discretion; provided that, no City consent shall be

required for the Company to collaterally assign or pledge this Agreement or solely the Company's rights hereunder to a construction or permanent Project lender.

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

7.5 **Survival.** The terms and covenants contained in this Agreement shall not be deemed to have merged at the Bond Closing, but will be deemed to survive the Bond Closing until the expiration of the term of the Lease.

7.6 **Consents and Approvals.** The City and Company commit to work harmoniously with each other, and except in instances where a consent or approval is specified to be within the sole discretion of either party, any consent or approval contemplated under this Agreement shall not be unreasonably withheld, conditioned or delayed, except that the Company acknowledges that this covenant does not apply to permits required from the City in connection with the Project. Nothing herein shall be deemed to usurp the governmental authority or police powers of the City. The parties agree that the decision to approve the issuance of the Bonds is within the sole discretion of the City Council.

7.7 **Entire Agreement.** This Agreement incorporates all prior negotiations and discussions between the parties regarding its subject matter and represents the entire agreement of the City and Company for the Project. This Agreement may only be modified by written instrument executed by the parties.

7.8 **Headings.** The captions and section headings contained in this Agreement are for convenience of reference only and shall not be considered in any interpretation of the provisions of this Agreement.

7.9 **Negation of Partnership.** It is mutually understood and agreed that nothing contained in this Agreement is intended or shall be construed in any manner or under any circumstances whatsoever as creating or establishing the relationship of co-partners or creating or establishing the relationship of a joint venture between the City and Company or as constituting the Company as the agent or representative of the City for any purpose or in any manner under this Agreement, it being understood that the Company is an independent contractor hereunder.

7.10 **Representatives not Individually Liable.** No member, official, representative or employee of the City shall be personally liable to the Company or any successor in interest in the event of any default or breach by the City for any amount which may become due to the Company or successor or on any obligations under the terms of the Agreement. No partner, member, representative or employee of the Company or any of its members, shareholders, directors, officers, employees or representatives shall be personally liable to the City in the event any default or breach by the Company for any amount which may become due to the City or on any obligations under the terms of this Agreement.

7.11 **Ancillary Documents.** The City and Company hereby agree that all other agreements and other documents to be executed by the parties to effectuate the transactions

contemplated in this Agreement shall be consistent with the terms and conditions of this Agreement.

7.12 Compliance with Applicable Laws. Company agrees that in its execution and performance of Company's obligations, rights, responsibilities, and duties under this Agreement it shall do so in accordance with all Applicable Laws and that nothing contained in this Agreement shall be deemed to waive the requirements of any Applicable Laws or otherwise excuse Company from its compliance with any Applicable Laws.

7.13 Payment or Performance on Saturday, Sunday or Holiday. Whenever the provisions of this Agreement call for any payment or the performance of any act on or by a date that is a Saturday, Sunday, or legal holiday of the State of Missouri, then such payment or such performance shall be required on or by the immediately succeeding day that is not a Saturday, Sunday, or legal holiday of the State of Missouri.

7.14 Incorporation of Recitals and Exhibits. The recitals set forth above are true and correct and are incorporated herein by reference and made a part of this Agreement. Unless otherwise provided herein, all exhibits attached hereto are incorporated herein by reference.

7.15 Conflict of Terms. It is the intention of the City and Company that if any provision of this Agreement is capable of two constructions, one of which would render the provision valid and enforceable, then the provision shall have the meaning which renders it valid and enforceable.

7.16 No Waiver. No failure on the part of the City or Company to enforce any covenant or provision contained in the Agreement nor any waiver of any right under this Agreement shall discharge or invalidate such covenant or provision or affect the right of the other party to enforce the same in the event of any subsequent default.

7.17 No Tax Representations or Warranties. The parties hereby agree that neither the City nor Company is making any representations or warranties to the others about the tax treatment, implications or treatment of the transactions contemplated in this Agreement. The City does not agree to offset credit or pay to the Company any amount for any loss of benefit anticipated by the Company in the event that any tax exemptions are denied by third parties or by an order of a court. In such event, the Company agrees to pay all taxes finally determined to be due and owing along with any applicable interest and penalties.

7.18 Costs and Expenses; Costs of Issuance. In consideration of this Agreement, and the City's agreements and covenants set forth herein, the Company hereby agrees to pay, concurrently with and contingent upon the issuance of the Bonds, the City's actual costs and expenses in connection with the issuance of the Bonds, including the fees of Bond Counsel, outside counsel to the City and the City's financial advisor.

7.19 Company Lender. The parties hereto acknowledge that a third party lender may provide Company capital for the transaction contemplated herein through providing financing to Company for Company's development of the Project. In such event, the City and Company each agree to work in good faith to structure the transactions contemplated herein to include such third party lender in a manner and in a capacity not inconsistent with the terms of this Agreement.

The City hereby agrees that when the City acquires fee title to the Project Site as part of the Chapter 100 process, the City will agree to take such fee title subject to the Deed of Trust recorded against the Project Site by the Project lender.

7.20 Termination.

(a) At any time prior to issuance of the Chapter 100 Bonds, the Company may, by giving written notice to the City, abandon the Project and terminate this Agreement if the Company determines in its sole and absolute discretion that the Project is no longer economically feasible. If such termination is prior to Closing, the Purchase Agreement shall automatically terminate as if the Company exercised its right to terminate the Purchase Agreement during the Due Diligence Period provided therein. If such termination is after Closing but before commencement of construction, the City may exercise the Option to Purchase pursuant to the terms of Section 6.2(b) as if an Event of Default had occurred.

(b) Within thirty (30) days of any termination of this Agreement and upon written notice of the dollar amounts due, the Company shall make a PILOT payment to the City equal to the pro rata amount payable pursuant to Section 3.2 hereof from January 1 of the year in question through the effective date of the termination.

(c) Upon termination of this Agreement in accordance with the terms hereof, the parties shall have no further rights or obligations hereunder except as are described in this Section 7.20 and as may expressly survive termination, and the parties agree in good faith to unwind and terminate any prior agreements related to the Project, including any Bond documents (in accordance with the terms of any Bond Documents).

7.21 **Force Majeure.** Notwithstanding any other provision of this Agreement to the Contrary, neither the City nor the Company, as the case may be, nor any successor in interest, shall be considered in breach of or default in any of its obligations, including, but not limited to, the beginning and completion of construction, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to causes beyond its control, including but not limited to, strikes, lockouts, actions of labor unions, riots, storms, floods, litigation, explosions, acts of God or of the public enemy, acts of government, insurrection, mob violence, civil commotion, sabotage, malicious mischief, vandalism, inability (notwithstanding good faith and diligent efforts) to procure, or general shortage of, labor, equipment, facilities, materials, or supplies in the open market, defaults of independent contractors or subcontractors (provided that remedies are being diligently pursued against the same), failures of transportation, fires, other casualties, epidemics, quarantine restrictions, freight embargoes, severe weather, inability (notwithstanding good faith and diligent efforts) to obtain governmental permits or approvals, or delays of subcontractors due to such causes (“**Force Majeure**”), it being the purpose and intent of this section that in the event of the occurrence of any such enforced delays, the time or times for the performance of the covenants, provisions, and agreements of this Agreement shall be extended for the period of the enforced delay (including any time reasonably required to recommence performance due to such enforced delay). This Section shall not apply to the obligation of the Company to make PILOT payments.

7.22 Insurance and Indemnification.

(a) The Company releases the City and its redevelopment agencies, including the TIF Commission (including their respective officials, officers, agents, and employees) (the “**City Parties**”) from, and agrees that the City shall not be liable for, and indemnifies the City against, any liabilities, losses, damages (including attorneys’ fees), causes of action, suits, claims, costs and expenses, demands and judgments of any nature imposed upon or asserted against the City or any of their officials, officers, agents, and employees disputing the representation and warranties made by the Company in this Agreement.

(b) The Company releases the City Parties from, and agrees that the City shall not be liable for, and indemnifies the City against, any liabilities, losses, personal injuries, damages (including attorneys’ fees), causes of action, suits, claims, costs and expenses, demands and judgments of any nature imposed upon or asserted against the City Parties alleged to have occurred on the Project or associated with the design, development, construction, or maintenance and operation of the Project, including but not limited to any claims that the Project or any portion thereof violates Missouri’s prevailing wage act, Sections 290.210 through 290.340, inclusive, of the Revised Statutes of Missouri, as amended, except when the result of the City Parties’ sole negligent acts or omissions or intentional misconduct.

(c) So long as the Project is owned by the City or the Company, all risk of loss with respect to the Project shall be borne by the Company, except when the result of the City Parties’ sole negligent acts or omissions or intentional misconduct.

(d) The Company shall cause its contractors to maintain adequate general liability insurance and shall name the City as an additional insured under this insurance policy. The Company and/or its general contractor shall also, at its expense, maintain or cause to be maintained a policy of all risk casualty insurance insuring the Project owned by the City. Such policies of insurance shall name the City and such other persons designated by the City as additional insureds and shall each contain a provision that such insurance may not be canceled without at least thirty (30) days’ advance written notice to the City (except for non-payment of premium, which shall be terminable on ten (10) days’ advance written notice to the City). Duplicate copies or certificates of such policies bearing notations evidencing payment of premiums or other evidence of such payment shall be furnished to the City upon the City’s request.

7.23 Governing Law and Jurisdiction. This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri. The Parties agree to the exclusive jurisdiction of the court of the Federal District of Western Missouri or state court in Clay County, Missouri. The Parties agree and acknowledge that the venue provided for above is the most convenient forum for both the City and the Developer. The parties waive any objection to venue and any objection based on a more convenient forum in any action instituted under this Agreement.

7.24 Waiver. The City and the Company acknowledge and agree that the amounts payable to the City under the Bond Documents shall constitute payments due the City under the

Lease. The Company shall not be entitled to any extension of payment of such amounts as a result of a filing by or against the Company in any bankruptcy court.

7.25 Electronic Storage of Documents. The City and the Company agree that the transaction described herein may be conducted and related documents may be stored by electronic means.

7.26 Employee Verification. The Company will comply with and satisfy the requirements of Section 285.530.2, RSMo., as amended, which requires (1) any business entity receiving tax abatement to, by sworn affidavit and provision of documentation, annually affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the business entity receiving tax abatement, and (2) every such business entity to annually sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the entity receiving tax abatement. The Company shall provide such affidavits and documentation to the City on or before November 15 of each year during the term of this Agreement, beginning November 15, 2020, and also on the date of the Closing.

7.27 Equal Employment Opportunity During Performance of this Agreement. During the performance of this Agreement, the Company agrees, for itself and its successors and assigns, as follows:

(a) The Company will not discriminate against any employee or applicant for employment because of race, color, religion, sexual orientation, family status, handicap, sex, or national origin. The Company will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Company agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

(b) The Company will, in all solicitations or advertisements for employees placed by or on behalf of the Company, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sexual orientation, family status, handicap, sex or national origin.

(c) The Company will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Company's commitments under Section 202 of Executive Order 11246 (the "**Executive Order**"), and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Company will comply with all provisions of the Executive Order, and of the rules, regulations and relevant orders of the Secretary of Labor.

(e) The Company will furnish all information and reports required by the Executive Order, and by the rules, regulations, and orders of the Secretary of Labor or pursuant thereto, and will permit access to its books, records and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Company's non-compliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Company may be declared ineligible for further government contracts and/or federally assisted construction contracts in accordance with the procedures authorized in the Executive Order, and such other sanctions may be imposed and remedies invoked as provided in the Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Company agrees, for itself and its successors and assigns, that it will include the provisions listed in in subsections (a) through (f) above in every contract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of the Executive Order, so that such provision will be binding upon each contractor or vendor that does business with the Company in conjunction with the Project, as well as those contractor's subcontractors. For the purpose of including the provisions of Section 7.27 in any construction contract or purchase order, the terms "City", "Company" and "Contract" may be changed to appropriately reflect the name or designation of the parties to such contract or purchase order.

(h) Upon the issuance of additional or conflicting rules, regulations, or orders of the Secretary of Labor pursuant to section 204 of the Executive Order, the requirements of this Article shall automatically be amended to conform and comply with such changes.

(i) For the sole purpose of determining the Company's compliance with the provisions of this Section 7.27, the City and its duly appointed agents shall be permitted, at reasonable times, and after three (3) days prior notice to the Company, to examine the books and records of the Company.

7.28 Project Environmental.

(a) The Company has undertaken or will undertake, at its sole cost and expense, such due diligence as it deems necessary to assess the environmental condition of the Project Site.

(b) The Company covenants that, while in ownership or possession and control of all or any portion of the Project Site, it shall not place or cause to be placed, nor permit any other Person to place or cause to be placed, any Hazardous Substances on or about all or any portion of the Project Site in excess of *de minimis* quantities reasonably necessary to the Company's use of all or any portion of the Project Site.

(c) The Company agrees to protect, defend, indemnify and hold harmless, the City and the City's council members, officers, directors, employees, agents, affiliates, successors and assigns, from and against any and all claims, demands, losses, damages, costs, expenses, liabilities, assessments, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, causes of action, remedial action requirements and/or enforcement actions of any kind (including, without limitation, reasonable and necessary attorneys' fees and costs) directly or indirectly arising out of or attributable to, in whole or in part: (i) the breach of the covenants of the Company contained in subsection (a) above; (ii) Company's or Company's employees', agents', contractors' or subcontractors' use, handling, generation, manufacture, production, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of Hazardous Substances on, under, from or about all or any portion of the Project Site; or (iii) any other activity carried on or undertaken on all or any portion of the Project Site by the Company or any employees, agents, contractors or subcontractors of the Company in connection with the use, handling, generation, manufacture, production, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of any Hazardous Substance at any time located, transported or present on, under, from, to or about all or any portion of the Project Site, including without limitation: (A) the cost of any required or necessary repair, cleanup or detoxification of any portion of the Project Site and the preparation and implementation of any closure, remedial or other required plans; and (B) liability for personal injury or property damage arising under any statute or common law tort theory, including damages assessed for the maintenance of a public or private nuisance, response costs or for the carrying on of any abnormally dangerous activity.

(d) The foregoing indemnity obligation includes without limitation: (i) the costs of removal or remedial action incurred by the United States government or the State or response costs incurred by any other person, or damages from injury to, destruction of or loss of natural resources, including the cost of assessing such injury, destruction or loss, incurred pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended ("CERCLA"), 42 U.S.C. §9601 *et seq.*; (ii) the clean-up reasonable and necessary costs, fines, damages or penalties incurred pursuant to any applicable provisions of State law; and (iii) the reasonable and necessary cost and expenses of abatement, correction or cleanup, fines, damages, response costs or penalties which arise from the provisions of any other Applicable Law.

(e) The foregoing indemnity shall further apply to any residual contamination on, under, from or about all or any portion of the Project or affecting any natural resources, arising in connection with the use, handling, generation, manufacturing, production, storage, release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of any such Hazardous Substance on, under, from or about all or any portion of the Project and irrespective of whether any of such activities were or will be undertaken in accordance with any Applicable Laws. This indemnity is intended to be operable under 42 U.S.C. Section 9607(e)(1), and any successor section thereof, and shall survive the Closing under this Agreement in all respects.

(f) The foregoing indemnity obligations include within them all costs and expenses (including, without limitation, reasonable and necessary attorneys' fees) incurred in enforcing any right to indemnity contained in this Agreement.

The Company shall have no obligations under this Section 7.28 in the event that any of the aforementioned claims, demands, losses, damages, costs, expenses, liabilities, assessments, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, causes of action, remedial action requirements and/or enforcement actions of any kind arise out of or related to (x) the negligent acts or omissions of the City or (y) Company's performance under this Agreement which is prosecuted without negligence or intentional misconduct.

7.29 **Memorandum of Agreement.** The parties agree that a Memorandum of Agreement relative to this Agreement, in the form attached hereto as **Exhibit C** will be recorded in the real property records of Clay County, Missouri.

7.30 **Amendment and Restatement, No Novation.** This Agreement constitutes an amendment and restatement of the Existing Agreement, as amended, effective from and after the Effective Date. The execution and delivery of this Agreement shall not constitute a novation of any obligations owing under the Existing Agreement based on facts or events occurring or existing prior to the execution and delivery of this Agreement. On the Effective Date, the covenants and agreements described in the Existing Agreement shall be amended, supplemented, modified and restate in their entirety.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed in its name and attested by its duly authorized officers. The City has caused this Agreement to be executed in its name with its affixed and attested by its duly authorized officers. All of the above occurred as of the date first above written.

CITY OF NORTH KANSAS CITY, MISSOURI

By: _____
Bryant DeLong, Mayor

ATTEST:

By: _____
Crystal Doss, City Clerk

STAR ACQUISITIONS & DEVELOPMENT, LLC

By: _____
Printed Name: _____
Its: _____

STAR NKC PROPCO, LLC

By: _____
Printed Name: _____
Its: _____

EXHIBIT A

PROJECT LEGAL DESCRIPTION

A tract of land in the Northwest Quarter of Section 14, Township 50 North, Range 33 West, in North Kansas City, Clay County, Missouri, being more particularly described as follows: Commencing at the Southeast corner of said Northwest Quarter; thence North 00°52'21" East, along the East line of said Northwest Quarter, 50.00 feet; thence North 89°07'18" West, 50.00 feet to a point at the intersection of West Right-of-Way line of Swift Street and the North Right-of-Way line of E. 23rd Avenue, as now established, said point also being the Point of Beginning; thence North 89°07'18" West, along said North Right-of-Way line of E. 23rd Avenue, 505.00 feet to the intersection of the North Right-of-Way line of E. 23rd Avenue and the East Right-of-Way line of Buchanan Street, as now established; thence North 00°52'21" East, along said East Right-of-Way line of Buchanan Street, 516.22 feet to the intersection of the East Right-of-Way line of Buchanan Street and the South Right-of-Way line of E. 25th Avenue, as now established; thence South 89°04'53" East, along said South Right-of-Way line of E. 25th Avenue, 505.00 feet to the intersection of the South Right-of-Way line of E. 25th Avenue and the West Right-of-Way line of Swift Street, as now established; thence South 00°52'21" West, along said West Right-of-Way line of Swift Street, 515.87 feet to the Point of Beginning. Contains 260,603 square feet or 5.98 acres more or less.

Prepared by: John B. Young PLS-2006016647

[Lot 1, 23rd and Swift Apartments, a subdivision in North Kansas City, Clay County, Missouri, according to the recorded plat thereof.](#)

EXHIBIT B

SCHEDULE OF PILOT PAYMENTS*

Construction	2021	Amount that would be due for 2021 real property taxes absent Ch. 100
	2022	Percentage completion of project on 1/1/2022 x \$300,000
	2023	Percentage completion of project on 1/1/2023 x \$300,000
1	2024	\$300,000
2	2025	\$300,000
3	2026	\$300,000
4	2027	\$300,000
5	2028	\$300,000
6	2029	\$300,000
7	2030	\$300,000
8	2031	\$300,000
9	2032	\$300,000
10	2033	\$300,000
11	2034	\$300,000
12	2035	\$300,000
13	2036	\$300,000
14	2037	\$300,000
15	2038	\$300,000

*The table above assumes the Bond Closing takes place in 2021 and Substantial Completion of the Project occurs in 2023. If either or both of those events takes place in another year, the table above will automatically be adjusted to reflect same so that the PILOTs during construction are

handled as set forth above, and PILOTs for 15 years following the year of Substantial Completion are \$300,000 annually.

The following example will illustrate the calculation of PILOTs in 2021:

1. STAR purchases the parcel on 3/1/2021. STAR’s ownership in 2021 equals 300 days of the 360 day year. The ownership percentage for STAR is 83.33%
2. Clay County Assessor property Market Value is \$835,300.
3. The Assessed Value is \$158,707 (19% of Appraised Value).
4. The assessment rate in North Kansas City is \$7.8925 per \$100 of Assessed Value.
5. The PILOT payment for 2021 is calculated as follows:

Property Purchase Date	3/1/2021	
STAR Ownership Period	300	Days
Year Fraction	83.33%	
Parcel Market Value	\$835,300	
Parcel Assessed Value	\$158,707	(19% of Market Value)
Assessment Rate	\$7.89	
PILOT Payment Due	\$10,438	

The following example will illustrate the calculation of PILOTs in 2022 and 2023:

1. On 1/1/2022 STAR will share with the City the cumulative amount of funds spent on construction from construction start to 12/31/2021, along with the total amount of projected construction cost (as evidenced by construction pay application documentation).
2. By way of further example:

Total Construction Draws on 12/31/2021:	\$5,000,000	
Total Projected Construction Budget	\$45,000,000	
Construction Percentage Complete	11.11%	(\$5,000,000 / \$45,000,000)
Full PILOT	\$300,000	
PILOT Payment Due	\$33,000	(11.11% of \$300,000)

EXHIBIT C

Title of Document: Memorandum of First Amended and Restated Development Agreement

Date of Document: _____ 2021

Grantor(s): City of North Kansas City

Grantee(s): Star Acquisitions & Development, LLC
[a Missouri limited liability company](#)

[and](#)

[Star NKC Propco, LLC,](#)
a Missouri limited liability company

Grantee(s) Mailing Address: c/o Star Acquisitions & Development, LLC
Attn: Timothy D. Harris
244 W. Mill Street, #101
Liberty, Missouri 64068

Legal Description: See [Exhibit A](#)

Reference Book and Page(s): N/A

WHEN RECORDED RETURN TO:

Stephen S. Sparks
Bryan Cave Leighton Paisner LLP
1200 Main Street, Suite 3800
Kansas City, MO 64105

**MEMORANDUM OF FIRST AMENDED AND RESTATED
DEVELOPMENT AGREEMENT**

THIS MEMORANDUM OF FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT (this “Memorandum”) is executed this _____ day of _____, 2021 (the “Effective Date”), by and between CITY OF NORTH KANSAS CITY, MISSOURI (“City”), ~~and STAR ACQUISITIONS & DEVELOPMENT, LLC~~, a Missouri limited liability company ~~(and STAR NKC PROPCO, LLC, a Missouri limited liability company (together, the “Developer”)).~~

RECITALS

A. The City and Developer executed that certain First Amended and Restated Development Agreement dated as of _____, 2021 (the “Agreement”), regarding a multi-use residential commercial project to be developed on the real property legally described and depicted on Exhibit A attached hereto and incorporated herein by reference, (the “Project”).

B. The parties desire to record this Memorandum to give notice of certain provisions contained in the Agreement.

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

1. Development Agreement. The Agreement sets forth, among other things, the conditions and requirements under which the Developer will develop the Project, and the obligations of each party regarding the same.

2. Memorandum. This Memorandum is executed for the purposes of giving notice of the existence of the Agreement. The Agreement is deemed to be a material part hereof as though set forth in length herein. Whenever a conflict of provisions between this Memorandum and the Agreement shall occur, the provisions of the Agreement shall govern.

3. Miscellaneous. Upon the expiration or earlier termination of the Agreement, this Memorandum shall automatically terminate without further act of the parties hereto, and upon request by any party hereto, the other party shall execute any documents reasonably required to evidence such termination and to remove any exceptions to title resulting from the Agreement.

[Remainder of page left blank intentionally. Signature pages follow.]

IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed as of the Effective Date.

CITY:

CITY OF NORTH KANSAS CITY, MISSOURI

By: _____

Name: Bryant DeLong

Title: Mayor

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2021, before me personally appeared Bryant DeLong, to me known to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did say such person is the Mayor of CITY OF NORTH KANSAS CITY, MISSOURI, and acknowledged said instrument to be such person's free act and deed and the free act and deed of said entity.

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:

[SIGNATURE PAGE TO MEMORANDUM OF DEVELOPMENT AGREEMENT]

IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed as of the Effective Date.

DEVELOPER:

STAR NKC PROPCO, LLC
A Missouri limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____)
_____) ss.
COUNTY OF _____)

On this _____ day of _____, 2021, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did say such person is the _____ of STAR NKC PROPCO, LLC, a Missouri limited liability company, and acknowledged said instrument to be such person's free act and deed and the free act and deed of said entity.

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:

[SIGNATURE PAGE TO MEMORANDUM OF DEVELOPMENT AGREEMENT]

EXHIBIT A

Legal Description and Depiction

A tract of land in the Northwest Quarter of Section 14, Township 50 North, Range 33 West, in North Kansas City, Clay County, Missouri, being more particularly described as follows: Commencing at the Southeast corner of said Northwest Quarter; thence North 00°52'21" East, along the East line of said Northwest Quarter, 50.00 feet; thence North 89°07'18" West, 50.00 feet to a point at the intersection of West Right-of-Way line of Swift Street and the North Right-of-Way line of E. 23rd Avenue, as now established, said point also being the Point of Beginning; thence North 89°07'18" West, along said North Right-of-Way line of E. 23rd Avenue, 505.00 feet to the intersection of the North Right-of-Way line of E. 23rd Avenue and the East Right-of-Way line of Buchanan Street, as now established; thence North 00°52'21" East, along said East Right-of-Way line of Buchanan Street, 516.22 feet to the intersection of the East Right-of-Way line of Buchanan Street and the South Right-of-Way line of E. 25th Avenue, as now established; thence South 89°04'53" East, along said South Right-of-Way line of E. 25th Avenue, 505.00 feet to the intersection of the South Right-of-Way line of E. 25th Avenue and the West Right-of-Way line of Swift Street, as now established; thence South 00°52'21" West, along said West Right-of-Way line of Swift Street, 515.87 feet to the Point of Beginning. Contains 260,603 square feet or 5.98 acres more or less.

Prepared by: John B. Young PLS-2006016647

[Lot 1, 23rd and Swift Spartments, a subdivision in North Kansas City, Clay County, Missouri, according to the recorded plat thereof.](#)

Document comparison by Workshare Compare on Monday, September 27, 2021
2:30:17 PM

Input:	
Document 1 ID	iManage://USA-DMS.ONEFIRM.LAW/USA/604224382/1
Description	#604224382v1<USA-DMS.ONEFIRM.LAW> - First Amended and Restated Development Agreement (23rd and Swift - NKC)
Document 2 ID	iManage://USA-DMS.ONEFIRM.LAW/USA/604224382/4
Description	#604224382v4<USA-DMS.ONEFIRM.LAW> - First Amended and Restated Development Agreement (23rd and Swift - NKC)
Rendering set	firm

Legend:	
Insertion	
Deletion	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	78
Deletions	35
Moved from	0
Moved to	0
Style changes	0
Format changes	14
Total changes	127

AN ORDINANCE APPROVING FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF NORTH KANSAS CITY, MISSOURI AND STAR ACQUISITIONS & DEVELOPMENT, LLC, AND STAR NKC PROPCO, LLC; AND AUTHORIZING THE EXECUTION THEREOF ON BEHALF OF THE CITY BY THE MAYOR.

WHEREAS, the City of North Kansas City, Missouri (the “**City**”) is a body corporate, a third class city and political subdivision of the State of Missouri, duly created, organized and validly existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, the City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (“**Chapter 100**”), to purchase, construct, extend and improve certain projects and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, research and development, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable; and

WHEREAS, the City has sold to Star certain real property consisting of approximately six (6) acres and located generally at the northwest corner of East 23rd Avenue and Swift Street in the City of North Kansas City, Missouri (the “**Project Site**”); and

WHEREAS, Star Acquisitions & Development, LLC (the “**Star**”) and Star NKC Propco, LLC (“**Star Propco**” and together with Star the “**Company**”) have proposed a project for sale or lease to the City and leaseback to the Company by the City and development under Chapter 100, consisting of the Project Site and construction materials necessary to the construction and improvement of the Project Site (collectively, the “**Project**”); and

WHEREAS, the City finds that the Project serves a public purpose in that it will promote economic development in the City and serve as a catalyst for additional investment and development; and

WHEREAS, the City and Star entered into a Development Agreement dated August 4, 2020 (the “**Existing Agreement**”) and the City and the Company desire to amend and restate the Existing Agreement in its entirety, with Star and Star Propco being Affiliates; and

WHEREAS, the City and the Company desire to enter into this First Amended and Restated Development Agreement for the purpose of setting forth the covenants, agreements and obligations of the City and the Company with respect to the Project and the Project Site; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORTH KANSAS CITY, MISSOURI, AS FOLLOWS:

Section 1. Approving First Amended and Restated Development Agreement. The City Council does hereby find and determine that it is in the best interest of the City and its citizens to approve the First Amended and Restated Development Agreement (the “**First Amended Agreement**”) affecting certain real property located at the northwest corner of East 23rd Avenue and Swift in the City of North Kansas City, Missouri. A copy of the First Amended Agreement is attached hereto, marked “**Exhibit 1**” and is incorporated herein by reference. The Mayor and City Clerk are hereby authorized and directed to execute the First Amended Agreement on behalf of the City. The provisions of the First Amended Agreement are hereby approved by the City Council of the City of North Kansas City, Missouri.

Section 2. Further Authority. The City shall, and the mayor, city clerk, legal counsel, city officials and employees of the City are hereby authorized and directed to take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 3. Severability. The sections, paragraphs, sentences, clauses, and phrases of this Ordinance shall be severable. In the event that any such section, paragraph, sentence, clause, or phrase of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of this Ordinance are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 4. Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 5. Effective Date. This Ordinance shall be in full force and effect, after compliance with all governing laws, rules, and regulations, upon passage by the City Council and approval by the Mayor.

[remainder of page intentionally left blank]

PASSED this 5th day of October, 2021.

Bryant DeLong, *Mayor*

ATTEST:

Crystal Doss, *City Clerk*

APPROVED this 5th day of October, 2021.

Bryant DeLong, *Mayor*

APPROVED AS TO FORM:

Anthony W. Bologna, *City Attorney*

Thomas E. Barzee, Jr., *City Counselor*

EXHIBIT “1”

EXECUTION COPY

FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT

by and between

CITY OF NORTH KANSAS CITY

and

STAR ACQUISITIONS & DEVELOPMENT, LLC

and

STAR NKC PROPCO, LLC

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FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT

THIS FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT (this “**Agreement**”) is dated as of _____, 2021 (“**Effective Date**”), by and between the **CITY OF NORTH KANSAS CITY**, a third-class city and municipal corporation duly organized and existing under the laws of the State of Missouri (the “**City**”), **STAR ACQUISITIONS & DEVELOPMENT, LLC**, a Missouri limited liability company (“**Star**”) and **STAR NKC PROPCO, LLC**, a Missouri limited liability company (“**Star Propco**” and together with Star the “**Company**”).

RECITALS

A. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (“**Chapter 100**”), to purchase, construct, extend and improve certain projects and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, research and development, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

B. The City is owner of certain real property consisting of approximately six (6) acres and located generally at the northwest corner of E. 23rd Avenue and Swift Street in the City of North Kansas City, Missouri, which is legally described in **Exhibit A** attached hereto and incorporated herein (the “**Project Site**”).

C. The Company proposes a project for sale to the City and leaseback or lease to the City and leaseback to the Company by the City and development under Chapter 100, consisting of the Project Site and construction materials necessary to the construction and improvement of the Project Site as described in Article II below (collectively, the “**Project**”).

D. The City finds that the Project serves a public purpose in that it will promote economic development in the City and serve as a catalyst for additional investment and development.

E. The City and Star entered into a Development Agreement dated as of August 4, 2020 (the “**Existing Agreement**”) and the City and the Company desire to amend and restate the Existing Agreement in its entirety. Star and Star Propco are Affiliates.

F. By Ordinance No. _____ passed on _____, 2021 the City Council has authorized the City’s execution of this Agreement.

G. The parties desire to enter into this Agreement for the purpose of setting forth the covenants, agreements and obligations of the City and the Company with respect to the Project and the Project Site.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement hereby agree for the Term of this Agreement as follows:

ARTICLE I Definitions and Construction

1.1 **Definitions.** Unless the context or use clearly indicates another or a different meaning or intent, for purposes of this Agreement the following definitions shall apply to the following capitalized word or phrase:

“**ADA**” shall have the meaning set forth in Section 2.8.

“**Applicable Laws**” shall mean any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, City Code, code interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, design guidelines, directive, policies, requirement or decision of or agreement with or by the City or other governmental bodies.

“**Bonds**” or “**Chapter 100 Bonds**” shall mean industrial development revenue bonds issued by the City pursuant to Chapter 100 in order to provide for financing of a portion of the Project, to allow the Project to be exempt from ad valorem property taxes (subject to the payment of PILOTs, as described in Section 3.2), and to allow purchases of construction materials financed by the Chapter 100 Bonds to be exempt from all state and local sales taxes.

“**Bond Counsel**” shall have the meaning set forth in Section 4.6(a).

“**Bond Closing**” shall have the meaning set forth in Section 4.1.

“**Bond Issuance Diligence Approval Date**” shall have the meaning set forth in Section 2.4.

“**CERCLA**” shall have the meaning set forth in Section 7.28(d).

“**Chapter 100**” shall have the meaning given in Recital A.

“**Chapter 100 Plan**” shall mean the Chapter 100 plan (including any amendments thereto) for the Project and the issuance of the Bonds.

“**City**” shall mean the City of North Kansas City, Missouri, a third-class city and municipal corporation duly organized and existing under the laws of the State of Missouri.

“**City Administrator**” shall mean the City Administrator (or his/her designee) of the City.

“**City Code**” shall mean the building, construction and zoning codes of the City and all other applicable laws and regulations of the City which are applicable to the Project.

“**City Council**” shall mean the governing body of the City.

“**Closing**” shall have the meaning set forth in the Purchase Agreement.

“**Closing Date**” shall mean the date on which the Closing occurred.

“**Closing or Post-Closing Activities**” shall have the meaning set forth in Section 2.4.

“**Commercial Facility**” shall mean a facility comprised of buildings and improvements in accordance with Article II hereof for not less than 290 units of Class A market rate residential apartments and the Parking Improvements, to be operated for profit by the Company in accordance with this Agreement.

“**Company**” shall mean together, Star and Star Propco and their respective successors and permitted assigns.

“**Completion Guarantor**” shall mean such guarantor or guarantors as the lender or equity investor(s) require with respect to completion of the Project.

“**County**” shall mean Clay County, Missouri.

“**Cure Period**” shall have the meaning set forth in Section 6.1(a).

“**Development Plan**” shall have the meaning set forth in Section 2.1.

“**Development Schedule**” shall have the meaning set forth in Section 2.4.

“**Effective Date**” shall have the meaning set forth in the preamble to this Agreement.

“**Events of Default**” or “**Default**” shall have the meaning set forth in Section 6.1.

“**Financing Documents**” shall have the meaning set forth in Section 2.4(f).

“**Force Majeure**” shall have the meaning set forth in Section 7.21.

“**GMP**” shall have the meaning set forth in Section 2.4(f)(ii).

“**Governmental Approvals**” shall have the meaning set forth in Section 2.4(a).

“**Infrastructure**” shall mean the “horizontal” or surface and subsurface improvements to service the Project improvements constructed and installed within, upon, and beneath the Project Site, including, but not limited to, open space design, conduits, sanitary and storm sewer lines, storm drainage and other utilities, and streetscape, all of which infrastructure shall be consistent with the studies prepared pursuant to the Development Plan and City Code.

“**Latest Permissible Bond Closing Date**” shall have the meaning set forth in Section 4.1.

“**Lease**” shall mean a lease agreement entered into between City, as landlord, and Star or Star Propco, as the case may be, as tenant, for the lease of the Project, pursuant to the Bond Documents. If Star or Star Propco, as the case may be, ground leases the Project Site to an affiliate for such affiliate’s construction of the Project and there are separate leases of the land and the improvements thereon from the City to Star or Star Propco, as the case may be, and its affiliate, respectively, “Lease” shall also refer collectively to such leases.

“**Member**” or “**Members**” shall have the meaning ascribed to such term in the Operating Agreement or Operating Agreements of the Company.

“**Option Purchase Price**” shall have the meaning set forth in Section 6.2(b).

“**Parking Improvements**” shall mean such ground level or structured parking improvements the Company constructs for the Project.

“**Parties**” shall mean the City and the Company.

“**PILOT**” shall have the meaning set forth in Section 3.2(a).

“**Plat**” shall have the meaning set forth in Section 2.4(d).

“**Project**” shall have the meaning given in Recital C.

“**Project Lender**” shall mean any lender providing financing for the construction of the Project which is secured by a first priority deed of trust.

“**Project Site**” shall mean the property legally described in Exhibit A attached hereto.

“**Project Site Interests**” shall have the meaning set forth in Section 6.2(b).

“**Process**” shall have the meaning set forth in Section 2.5.

“**Star**” shall mean Star Acquisition & Development, LLC, a Missouri limited liability company.

“**Star Propco**” shall mean Star NKC Propco, LLC, a Missouri limited liability company.

“**Substantial Completion**” and “**Substantially Complete**” shall have the meaning set forth in Section 2.6.

“**Term**” means the period beginning on the Effective Date and ending on the second anniversary of the Effective Date; provided, however, that if the Bond Closing occurs, the Term shall automatically be extended and shall continue until the expiration of any period of tax abatement associated with the Development Plan.

“**TIF Commission**” means the Tax Increment Financing Commission of the City of North Kansas City, Missouri.

“**TIF Plan**” means the Northgate Village Tax Increment Financing Plan, as amended from time to time.

1.2 **Construction.** As used herein, words of any gender shall be deemed and construed to include correlative words of each other gender, and unless the context otherwise requires, the singular shall include the plural and vice-versa.

ARTICLE II
The Project and Development Process

2.1 **Description of Project.** The Project will be designed, developed and constructed to include amenities consistent with a Class A residential apartment project, including but not limited to the following amenities: (a) in-unit washer/dryer, refrigerator, oven/range, and microwave, and (b) elevator serviced buildings with secure access and climate-controlled interior corridors. The Company shall have the sole right to plan, design and carry out the Project in such manner as the Company shall determine to be necessary or desirable, provided, however, that the Project is in substantial accordance and compliance with this Agreement, applicable City Code and the final development plan with respect to the Project approved by the City's Planning Commission and the City Council, as applicable, (the "**Development Plan**").

2.2 **Infrastructure.** In connection with the construction of the Project, the Company shall complete the Infrastructure. The Company hereby agrees to construct, or cause to be constructed, the Infrastructure in substantial accordance and compliance with this Agreement, the City Code, and the Development Plan.

2.3 **No Acquisition or Eminent Domain for Project.** It is not contemplated by Company that the acquisition or termination of any real property rights from any third parties is necessary for the acquisition, construction, installation and maintenance of the Project or any public improvements associated therewith.

2.4 **Closing: Closing or Post-Closing Activities.** Closing pursuant to the Purchase Agreement occurred January 14, 2021. No later than three hundred sixty-five (365) days following the Closing, the Company shall complete (or has completed, as the case may be), the following activities for the Project (collectively, the "**Closing or Post-Closing Activities**"):

(a) Company, at the Company's cost and expense, has prepared a construction, development, permit and governmental approval schedule ("**Development Schedule**") for the Project pertaining to the matters to be set forth in the Development Plan. Such Development Schedule has been submitted to the City for approval pursuant to a letter from the Developer to the City dated August 26, 2021. The Development Schedule identifies, generally, the permits, land use approvals, zoning requirements and related regulatory review requirements necessary to implement the Project ("**Governmental Approvals**"). The Development Schedule submitted August 26, 2021 is hereby approved by the City.

(b) The Company or its consultants shall prepare designs for Infrastructure for the Project, if and when required by City Code for development of the Project. The Company shall ensure that any Infrastructure designed and/or constructed for the Project is comprehensively integrated with all other Infrastructure for the whole of the Project, to ensure the overall efficiency of operation and construction costs of the Infrastructure and Project improvements.

(c) (i) The Company will prepare the Development Plan for the Project, which Development Plan will be reviewed and approved by the City and any constituent body thereof from which approval of the Development Plan is required under the City Code. The Development Plan shall provide a complete description of the Project, including

generally, such things as are required to secure all permits from the City for the Project Site that is the subject of the Development Plan, such as: (I) building uses; (II) gross building area; (III) gross leasable area; (IV) the Parking Improvements; (V) the estimated time-frame in which the Project shall be implemented; and (VI) the number of market rate housing units to be included in the Project. Notwithstanding the foregoing, any future amendment to the approved Development Plan shall be subject to the review and approval of the City in accordance with City Code.

(ii) The Parties shall periodically (at least every sixty (60) days after the Closing or such other regular period mutually acceptable to the Parties) review the Development Schedule to ensure it is accurate in light of market conditions and, in the event the Parties determine the Development Schedule is not accurate in light of such market conditions, the Development Schedule shall be amended in writing by agreement of the Parties, consent to which shall not be unreasonably withheld, conditioned or delayed.

(d) The Company, at the Company's sole cost and expense, will prepare a plat for the Project in accordance with applicable City ordinances ("Plat") and submit the Plat to the City for approval (which may be done as part of the Development Plan application and approval process) in accordance with the City Code. The Plat shall be consistent with the Development Plan. The Plat, and any subsequent rezoning or plat applications related to the Project, shall be prepared, filed and, as applicable, recorded by the Company, at the sole cost and expense of the Company. Any future amendment to the approved Plat shall be subject to the review and approval of the City, consent to which shall not be unreasonably withheld, conditioned or delayed.

(e) [Reserved]

(f) As a condition precedent to the obligations of the City to issue the Bonds and execute the Lease, the Company shall provide to the City, on or before the dates identified below, true and correct copies of the following documents in form and content satisfactory to the City, each to be reviewed and approved by the City in its sole and absolute discretion as a condition to the City's obligation to issue the Bonds (the "**Financing Documents**"):

(i) Financial statements demonstrating the Company has the equity adequate to complete the Project (when combined with the construction loan proceeds), which the Company shall provide to the City at least seven (7) days prior to the date proposed for the Bond Closing;

(ii) A guaranteed maximum price or stipulated sum construction contract for the Project ("**GMP**"), which the Company shall provide to the City at least ten (10) days prior to the date proposed for the Bond Closing;

(iii) Confirmation that construction loan documents are ready to close and immediately fund the Project, which together with Company equity and all other sources of financing, meet or exceed, in the aggregate, the GMP and the cost of furnishing and equipping the Project, which the Company shall provide to the City at least ten (10) days prior to the date proposed for the Bond Closing;

(iv) A payment bond in an amount equal to the GMP naming City, Company, and/or its lender as obligees, the form of which the Company shall provide to the City at least seven (7) days prior to the date proposed for the Bond Closing;

(v) Liability, casualty, workers compensation, and other insurance in types and amounts obtained on similar projects in the Kansas City metropolitan area, which the Company shall provide to the City at least seven (7) days prior to the date proposed for the Bond Closing (which may be policies held by the general contractor or the Company); provided, that the certificates evidencing such policies, including builder's risk insurance, may be provided the day before Closing;

(vi) The identity of the members, partners, officers and principal executives or other key personnel or investors of Company and any transfers of interests among such parties, which the Company shall provide to the City at least ten (10) days prior to the date proposed for the Bond Closing;

(vii) Such other financial due diligence as requested by the City and the City shall have the right to have its outside financial consultant confidentially conduct full financial due diligence relating to Company, and the other Financing Documents, which the Company shall provide to the City at least ten (10) days prior to the date proposed for the Bond Closing; provided such outside financial consultant executes a confidentiality agreement in form and substance reasonably acceptable to Company;

(viii) The identity of the Completion Guarantor and evidence reasonably satisfactory to the City's outside financial consultant that the Completion Guarantor will be required to deliver a completion guaranty for the Project to the lender providing the construction loan for the Project and/or the Company's equity investors which the Company shall provide to the City at least ten (10) days prior to the date proposed for the Bond Closing;

(ix) [Reserved]; and

(x) Complete sources and uses allocation for the Project, including the Infrastructure costs in form and substance reasonably satisfactory to the City's outside financial consultant which the Company shall provide to the City at least ten (10) days prior to the date proposed for the Bond Closing.

Completion of the foregoing to the City's satisfaction must occur no later than the number of days prior to the date proposed for the Bond Closing respectively identified for each of the foregoing items (i) through (x) (as to each of the foregoing items (i) through (x), respectively, the "**Bond Issuance Diligence Approval Date**").

2.5 Development Process. Following the Bond Closing, Company shall perform the following undertakings in accordance with the process ("**Process**") set forth below:

(a) Company shall exercise commercially reasonable efforts to obtain all Governmental Approvals for the Project.

(b) Company shall: (i) commence construction of the Project improvements within one hundred twenty (120) days following the Bond Closing; and (ii) Substantially Complete construction of the Project on or before thirty (30) months following the commencement of construction.

(c) The Company agrees that it will enter into the necessary contracts with contractors for the Project improvements and cause those contracts to provide that all work performed under such contracts be in accordance with the Development Plan and this Agreement.

(d) Commencing upon the date construction of the Project improvements begins and thereafter on a bi-annual basis until Substantial Completion of the Project, the Company shall prepare and deliver to the City a written update regarding the status of the Process for the Project which is then subject to the Process by Company at the time of delivering the status update. The parties shall meet on an as-needed basis to discuss the Project status report.

2.6 Certificates of Substantial Completion. Within sixty (60) days after Substantial Completion of the Project in accordance with the provisions of this Agreement, the Company will submit to the City a Certificate of Substantial Completion for the City's approval. "**Substantial Completion**" or "**Substantially Complete**" shall mean that the Company shall have been granted a certificate of occupancy by the City building official and shall have completed all work as required by this Agreement with respect to the Project. The City shall, within ten (10) days following delivery of the Certificate of Substantial Completion, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. The City's execution of the Certificate of Substantial Completion shall constitute evidence of the satisfaction of the Company's agreements and covenants to construct the Project; provided, however, that the issuance of the Certificate of Substantial Completion shall not relieve Company of its other obligations under this Agreement and which shall continue to survive until the end of the Term unless otherwise specifically stated herein.

2.7 Project Zoning, Planning, Platting, and Construction.

(a) Conformance with Agreement. The Project shall be developed, and the Project constructed in accordance with this Agreement and Applicable Laws.

(b) Zoning, Planning and Platting. The City and the Company agree to collaborate on any zoning, planning, and platting applications submitted in accordance with Applicable Laws by the Company in due course and good faith.

(c) Construction Plans. The Company shall submit Construction Plans for any portion of the Project it elects to construct for review and approval pursuant to the City's Code. Construction Plans may be submitted in phases or stages. All Construction Plans

shall be in sufficient completeness and detail to show that construction will be in conformance with the Project and this Agreement.

(d) Construction Permits and Approvals. Before commencement of construction or development of any buildings, structures or other work or improvements by the Company, the Company, shall, at its own expense, secure or cause to be secured any and all permits and approvals which may be required by Applicable Laws, the City and any other governmental agency having jurisdiction as to such construction, development or work. Such permits and approvals may be obtained by the Company in phases corresponding to particular stages of construction. The City shall cooperate with and provide all usual assistance to the Company in securing these permits and approvals, and shall diligently process, review, and consider all such permits and approvals as may be required by Applicable Law; except provided that the City shall not be required to issue any such permits or approval for any portion of the Project not in conformance with this Agreement or Applicable Law.

(e) No Waiver. Nothing in this Agreement shall constitute a waiver of the City's right to consider and approve or deny Governmental Approvals pursuant to the City's regulatory authority as provided by City's unified building code and applicable state law. The Company acknowledges that satisfaction of certain conditions contained in this Agreement may require the reasonable exercise of the City's discretionary zoning authority by the City Council in accordance with the City's zoning ordinance and Applicable Laws.

(f) Periodic Review. The City shall have the right to review in a monthly project team meeting the design and construction of the Project to determine that it is being designed, constructed and completed in accordance with this Development Agreement, the Development Plan, the Construction Plans, and all Applicable Laws. If the Project is not being designed or constructed in accordance with this Development Agreement, the Development Plan, the Construction Plans, or all Applicable Laws, after consulting with the Company, the City shall promptly deliver written notice to the Company and the Company shall promptly correct such deficiencies.

2.8 **ADA.** The Company shall construct the Project in compliance with and otherwise comply with the provisions of the Americans with Disabilities Act ("ADA"), 42 U.S.C. A Section 1201, et seq., as amended from time to time, and regulations promulgated under the ADA, including, without limitation, 28 C.F.R. Part 35 and 29 C.F.R. Part 1630.

2.9 **Use Restrictions.** Company and its successors and assigns and every successor in interest to all or any part of the Project Site shall, upon acceptance of title or any other interest thereto, including but not limited to the leasehold interest created under the Lease:

(a) devote all uses of the Project Site in accordance with and subject to the provisions regarding use set forth in the Development Plan for the term of any tax abatement thereunder; and

(b) not discriminate on the basis of race, color, religion, sexual orientation, family status, handicap, sex or natural origin in the sale, lease or rental or in the use or occupancy of all or any part of the Project Site in perpetuity; and

(c) restrict use of the Project Site to prohibit any use of the Project Site for: adult book and video stores, community correctional facilities, half-way houses, drug or alcohol rehabilitation facilities, used car lots, multi-game, casino-style gambling facilities, commercial billboards, vape stores, vaping parlors, tattoo shops, pawn shops, payday lenders.

It is intended and agreed that the covenants provided in this Section 2.9 shall be set forth in a separate covenant and restriction, which at the option of the City is to be filed of record running with the land, notwithstanding the expiration of the Term (in which case the covenants in (b) and (c) provided in this Section 2.9 shall continue nonetheless) binding to the fullest extent permitted by law and equity for the benefit and in favor of and enforceable by: the City, its successors and assigns, any successor in interest in the Project Site or any part of the Project Site, the owner of any other real estate or of any interest in real estate that is subject to the real estate use requirements and restrictions required hereunder, and the United States, against the Company, its successors and assigns, and every successor in interest to the Project Site, or any part thereof or any interest therein, and any party in possession or occupancy of the Project Site or any part thereof.

2.10 Rights of Access. Representatives of the City shall have the right to access the Project, without charges or fees, at normal construction hours during the period of construction, for the purpose of ensuring compliance with this Agreement, including, but not limited to, the inspection of the work being performed in constructing, renovating, improving, equipping, repairing and installing the Project, and the right to order a work stoppage for any violation of this Agreement or Applicable Law, so long as it complies with all safety rules. Except in case of emergency, prior to any such access, such representatives of the City will check in with the on-site manager. Such representatives of the City shall carry proper identification, shall insure their own safety, assuming the risk of injury, and shall not interfere with the construction activity, except pursuant to Applicable Law.

2.11 Encumbrances and Liens. The Company agrees that no mechanics' or other liens shall be established or remain against the Project for labor or materials furnished in connection with the acquisition, construction, additions, modifications, improvements, repairs, renewals or replacements. However, the Company shall not be in default if mechanics' or other liens are filed or established and the Company contests in good faith said mechanics' liens and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom.

ARTICLE III Obligations of the City

3.1 Bonds. Subject to the Company's compliance with its obligations for delivery of the Financing Documents prior to the Bond Issuance Diligence Approval Date and the requirements of Chapter 100 and approval by the City Council of the Chapter 100 Plan for the Project and of the issuance of the Bonds, the City shall issue the Bonds as follows:

(a) The proceeds of the sale of the Bonds shall be used to reimburse the Company for costs of the Project, including the acquisition of the Project Site and the costs of construction materials purchased by the Company on behalf of the City as part of the Project;

(b) The proceeds of the Bonds shall be used for any purpose related to the Project permitted under Chapter 100 and contained in the Company's Chapter 100 Plan;

(c) [Intentionally Omitted];

(d) The Bonds shall be issued in accordance with Chapter 100, shall be purchased by the Company (and may not be sold or transferred by the Company to any person or entity other than to a permitted transferee of the Project contemporaneously with the Project's transfer to such permitted transferee pursuant to Section 7.3 hereof, subject at all times to the terms of the Chapter 100 bond indenture) and be revenue bonds secured and repaid solely from rents payable by the Company under the Lease (nothing herein shall prevent the Company from pledging or collaterally assigning the Bonds to a Project lender).

3.2 Project Site Tax Exemption.

(a) So long as the City owns title to the Project, the City expects that the Project will be exempt from ad valorem taxes until approximately fifteen (15) years following Substantial Completion of the Project. The first year of such exemption period for purposes of this Agreement shall begin on January 1 of the calendar year of the Bond Closing. The Company covenants and agrees that, during each year the Project is exempt from ad valorem taxes (but not any applicable levee tax) by reason hereof, the Company will make annual payments in lieu of taxes to the City (each such payment, a "PILOT") as described in Section 3.2(b). The City and the Company hereby agree that the tax abatement provided by this Agreement shall only apply to property financed with the proceeds of the Bonds (i.e., property constituting a part of the Project) and shall not apply to property not financed with proceeds of the Bonds.

(b) The Company covenants and agrees to make PILOT payments to the City on or before each December 31, commencing December 31 of the first (1st) calendar year of the tax exempt period described in Section 3.2(a), in the amounts, and in the years, calculated set forth in Exhibit B attached hereto. The PILOT payments shall be distributed by the City as set forth and provided in the TIF Plan and following termination of the TIF Plan to the taxing jurisdictions in proportion to the amount of taxes which would have been paid in each year had the Project not been exempt from taxation pursuant to the issuance of the Chapter 100 Bonds.

(c) If the Company fails to operate the Project as a multifamily and commercial facility (which means making multifamily and commercial space available for rent, and alternatively with respect to the commercial space only, includes occupancy and operation of commercial space by the Company), other than temporary closures customary in the applicable industry, then in addition to any other remedies that may be available to the City under the Lease or hereunder, the PILOTS required by this Section 3.2 shall be increased to an amount equal to 100% of the ad valorem taxes that would otherwise have been due on the Project during each year following such failure, including the year in which the failure occurs, and during which the Project is exempt from ad valorem property taxes as provided herein.

(d) Nothing in this Agreement shall be construed to require the Company to make duplicate tax payments. The Company shall receive a credit hereunder to such extent it has made any payment for ad valorem taxes on the Project to the County for years in which a PILOT is due under **Exhibit B**.

(e) The City and the Company hereby agree that the property tax exemptions described in this Agreement shall not apply to special assessments or levee taxes and shall not serve to reduce or eliminate any other licenses, permits, or fees owing to the City or any other taxing jurisdiction with respect to the Project. The Company hereby agrees to make payments with respect to all special assessments, levee taxes, licenses, permits, and fees which would otherwise be due with respect to the Project if such Project was not owned by the City.

3.3 Sales Tax Exemption.

(a) The City will cooperate with the Company and will assist the Company as it seeks all approvals and certifications required to cause all purchases of construction materials financed by the Chapter 100 Bonds to be purchased and titled in such a fashion as to be exempt from all state and local sales taxes.

(b) The City will issue a City sales tax exemption certificate for construction materials and the City shall provide such other documentation as may be necessary from time to time to effect said sales tax exemption. If the Chapter 100 Bonds are not issued, there shall be no sales tax exemption, and sales taxes will be due and owing on any construction materials purchased as part of the Project. Any sales taxes assessed against such construction materials shall be paid by Company.

(c) On or promptly after the date of the Bond Closing, the City shall upon the request of the Company issue a City sales tax exemption certificate for construction materials to be incorporated into the Project at the Project Site. The Company shall use the exemption certificate only for the purposes specified in the exemption certificate and shall not use the exemption certificate for the purchase of any personal property other than construction materials. The Company shall indemnify and defend the City and its respective officers, employees and agents against and from any and all causes of action or actions in law or equity, liens, claims, damages, loss, costs or expenses of any nature whatsoever by any person or entity, arising out of the City's furnishing of the exemption certificate.

3.4 **Permitting and Approval Assistance.** From and after the Effective Date of this Agreement, subject to the City Code and policies the City shall assist and support the Company in obtaining all permits and approvals that are sought by the Company in connection with the Project that may be available to the Company from time to time in connection with the Project. To the extent the Project specifications contained in this Agreement conflict with the Development Plan, this Agreement shall control. The City will not unreasonably withhold any consent or approval required by any City ordinance, code, regulation or any other governmental approval required by law related to the Project; *provided that* nothing herein shall be construed to obligate the City, acting as a party hereto, to (a) grant permits or other approvals the City would not be obligated to grant, acting as a political subdivision, absent this Agreement or (b) waive or reduce costs and fees

for licenses, permits, or other approvals which may be due or may become due with respect to the Project.

ARTICLE IV Closing

4.1 **Bond Closing.** Subject to the completion of the contingencies set forth in Section 4.6, the issuance of the Bonds and delivery of the Bond Documents (the “**Bond Closing**”) shall occur not later than three hundred sixty-five (365) days following the Closing (the “**Latest Permissible Bond Closing Date**”). The Company shall have the right to extend the Latest Permissible Bond Closing Date one (1) time for a period of not more than thirty (30) days, which such right the Company shall exercise by giving written notice to the City of the Company’s election to do so not less than thirty (30) days’ prior to the Latest Permissible Bond Closing Date as originally identified in this Section 4.1.

4.2 **Bond Issuance.** At and following the Bond Closing, Chapter 100 Bond proceeds in an amount necessary to pay for the Project costs (as identified in the Bond Documents) may be distributed to or at the direction of the Company.

4.3 **Deliverables by the City at Closing.** The City shall deliver the following documents to the Company and the trustee under the Bond Documents at the Bond Closing:

- (a) The Lease and other Bond Documents; and
- (b) The City’s sales tax exemption certificate relating to the construction materials to be incorporated into the Project.

4.4 **Deliverables by the Company.** The Company shall deliver the following documents to the City and the trustee under the Bond Documents at Closing:

- (a) Warranty Deed (or base lease) and Bill of Sale from the Company to the City;
- (b) The Lease and other Bond Documents; and
- (c) Such closing certificates and proof of due organization, corporate good standing, due authorization, insurance coverage and compliance with other covenants of the Bond Documents as the City customarily requires in connection with the execution of Model Bond Documents.

4.5 **[Reserved]**

4.6 **Contingencies.** Notwithstanding any other provision of this Agreement, the obligations of the City and Company as set forth herein with respect to the Bond Closing, and the execution and delivery of any of the Bond Documents are subject to the following conditions precedent:

- (a) Approval by the City Council, in its sole discretion, of (i) the Chapter 100 Plan for the Project, (ii) the issuance of the Chapter 100 Bonds, and (iii) fulfillment of all

terms and conditions required by Gilmore & Bell PC, the City's bond counsel ("**Bond Counsel**"), in order for the purchase and delivery of the Chapter 100 Bonds to be consummated;

(b) Obtaining by the Company of any necessary governmental licenses, permits and approvals, including passage of any required approving ordinances by the City Council;

(c) The Company obtaining the necessary financing to construct the Project, as determined by the Company in its sole and absolute discretion and the decision by the Company to proceed with the construction of the Project; and

(d) Issuance of an opinion from Bond Counsel that the Chapter 100 Bonds constitute valid and legally binding special obligations of the City and issuance of an opinion from Company counsel relating to the organization and existence of the Company, the execution of the Bond Documents by the Company as valid and binding agreements of the Company, and certain other matters customarily required by the City in connection with the execution of the Chapter 100 Bond Documents;

provided that all such conditions shall be deemed to have occurred upon the execution and delivery by the City and the Company of the Bond Documents and the issuance of the Chapter 100 Bonds by the City.

ARTICLE V Company Obligations, Representations, And Warranties

5.1 Project Operation and Maintenance. Company shall be responsible for the operation and maintenance of the Project and the City shall have no operation or maintenance obligations for the Project.

5.2 Company Authorization. Company makes the following covenants, representations, and warranties to the City:

(a) Company is a limited liability company existing under the laws of the State of Missouri, has lawfully executed and delivered this Agreement acting by and through its members or managing member, has received all approvals necessary for it to enter into this Agreement effectuate the purposes of this Agreement with respect to the Project, and the person executing this Agreement on behalf of Company is authorized to execute and deliver the same.

(b) There are no statutes, regulations or other laws which may prevent Company from entering into this Agreement or to perform or observe its obligations or undertakings contained herein.

(c) Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with the terms and conditions of this Agreement, nor the consummation of the transactions contemplated by this Agreement, conflicts with or results in a breach of

the terms, conditions or provisions of any restriction or any agreement or instrument to which the Company is now a party or by which the Company is bound.

(d) This Agreement is the valid and binding obligation of Company, enforceable against the Company in accordance with its terms.

(e) There is no litigation or other proceedings pending or to the knowledge of the Company threatened against the Company or any other person affecting the right of the Company to execute or deliver this Agreement or the ability of the Company to comply with its obligations under this Agreement.

(f) Following the Closing, the Company shall timely pay or cause to be paid the PILOTS, property taxes or assessments assessed against the Project Site pursuant to the terms of this Agreement.

All representations, covenants and warranties of the Company contained in this Agreement, in any certificate or other instrument delivered by the Company pursuant to this Agreement, or otherwise made in conjunction with the Project transactions contemplated by this Agreement shall survive the execution and delivery of this Agreement and the Closing.

ARTICLE VI

Default and Termination; Estoppel

6.1 **Events of Default Defined.** The following shall be “**Events of Default**” under this Agreement and the terms “**Events of Default**” and “**Default**” shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a) Failure by the Company to observe and perform any covenant, term condition or agreement on its part to be observed or performed under this Agreement, which failure continues uncured for a period of thirty (30) days after written notice from the City specifying the default (or if the default is not susceptible of cure within thirty (30) days, a period not to exceed one hundred twenty (120) days during which the Company diligently and in good faith proceeds to cure such default to completion (the “**Cure Period**”).

(b) The filing by the Company of a voluntary petition in bankruptcy, or failure by the Company to promptly lift any execution, garnishment or attachment of such consequence as would impair the ability of the Company to carry on its operation, or adjudication of the Company as a bankrupt, or assignment by the Company for the benefit of creditors, or the entry by the Company into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Company in any proceedings whether voluntary or involuntary instituted under the provisions of the federal bankruptcy laws, as amended, or under any similar acts which may hereafter be enacted which is not dismissed within sixty (60) days.

(c) The failure of the Company to complete the Project in accordance with the provisions of Section 2.5(b) of this Agreement and subject to any extensions by the period of time equal to the delays caused by any Force Majeure Conditions.

(d) Failure by the City to observe and perform any covenant, term, condition or agreement on its part to be observed or performed under this Agreement, which failure continues uncured following the Cure Period.

6.2 Remedies on Default.

(a) Whenever any Event of Default shall have occurred and be continuing, the non-defaulting party shall have the right, at its option and without any further demand or notice, to take whatever action at law or in equity may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the Company or the City, as applicable, under this Agreement, including, but not limited to, terminating this Agreement and terminating tax abatement on any portion of the Project Site then owned by the Company, or instituting such proceedings as may be necessary or desirable, in the non-defaulting party's sole opinion, to compensate the non-defaulting party for any damages resulting from all breaches by the defaulting party, including, but not limited to, a proceeding for breach of contract and/or damages. Notwithstanding the foregoing or anything in this Agreement to the contrary: (i) prior to Closing, the City's sole remedy shall be termination of this Agreement; (ii) after Closing but prior to commencement of construction, the City's sole remedies shall be termination of this Agreement and the remedy set forth in (b) immediately below; (iii) no party shall have the right to consequential, special, remote, or punitive damages; and (iv) the City shall not have the right to enjoin the Company to engage in any construction activities after Closing except for issues of life, safety, health or stop orders issued pursuant to Applicable Laws.

(b) If the Company, subject to Force Majeure Conditions, has not timely commenced construction of the Project as required by Section 2.5(b) hereof, the Company hereby grants to the City, and the City shall have, the option to acquire from the Company in consideration of the amount equal to the amount paid by the Company to the City at the Closing (the "**Option Purchase Price**"), at the election of the City, (i) the Project Site, (ii) the Lease, and the leasehold estate created thereby with respect to the Project Site, and the Chapter 100 Bonds (collectively, the "**Project Site Interests**"); or (iii) both (i) or (ii). If the City chooses to exercise either option (i), (ii) or (iii), the City will notify the Company in writing of its exercise of such option and state with specificity in the notice any facts demonstrating that Company has not proceeded with due diligence to commence construction of the Project as required by Section 2.5(b) hereof. The closing on such option (i), (ii) or (iii) as exercised by the City will occur on the thirtieth (30th) day after the City delivers such written notice to the Company (or such earlier date as the City and the Company shall mutually agree). On the date for such closing, the City shall pay to Company the Option Purchase Price and, simultaneously, the Company shall either: (x) with respect to option (i), convey to the City by special warranty deed fee simple title to the Project Site, free and clear of all liens and encumbrances (except the Permitted Exceptions in the conveyance to the Company and all other liens and encumbrances approved by the City, which approval shall not be unreasonably withheld or conditioned) (y) with respect to option (ii), by assignment of the Lease and a delivery of the Chapter 100 Bonds together with a Bond power all in such form and along with such other documents as the City may reasonably require, and Company's rights under this Agreement shall automatically terminate; or (z) with respect to option (iii), the Company shall deliver all

documents under both (x) and (y). All costs and expenses of the closing of either such option (i), (ii) or (iii), as applicable (e.g. recording fees) will be borne by the City (except the Company shall pay its own attorney's fees). The parties agree that the interests of any party which may hereafter claim an interest in the Project Site Interests by, though, or under the Company, shall be deemed junior and inferior to the options (i), (ii) (iii) of the City under this Section 6.2(b). Upon exercise of the remedies in this Section 6.2(b) by the City any such interests in the Project Site Interests by, though, or under the Company shall be deemed automatically extinguished, null, and void.

(c) Except as limited pursuant to Sections 6.2(a), (b), and (d), the City shall, in no way, be limited to the terms of this Agreement in enforcing, implementing and/or causing performance of the provisions of this Agreement and/or the Development Plan or pursuant to applicable City ordinances or in exercising its right and authority to condemn the Project Site after the Company's Default and failure to cure during the Cure Period provided in this Agreement.

(d) Before enforcing any remedies against the Company due to the occurrence of an Event of Default on the part of the Company other than the remedies set forth in Section 6.2(b), the City shall provide notice and an opportunity to cure such Event of Default to each holder of any deed of trust affecting the Project Site which is filed of public record as of the date which is twenty (20) days prior to the issuance of such action by the City. Such notice shall provide a fifteen (15) day holder cure period for a monetary Event of Default, and a sixty (60) day holder cure period for a non-monetary default.

(e) No delay or omission of a party to exercise any right or remedy occurring upon an Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or acquiescence to such Event of Default. Every right and remedy given by this Article or by law may be exercised from time to time and as often as may be deemed expedient by the City. No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement. In case of a breach, the non-defaulting Party may nevertheless accept from the defaulting Party any payment or payments made under this Agreement without in any way waiving right of the non-defaulting Party to exercise any of its rights and remedies provided for in this Agreement with respect to any such default or defaults of the defaulting Party which were in existence at the time such payment or payments were accepted by the non-defaulting Party.

(f) The rights and remedies set forth herein and provided by law shall be construed as cumulative and continuing rights and may be exercised concurrently or alternatively. No one of them shall be exhausted by the exercise of such option on one or more occasions.

6.3 [Reserved]

ARTICLE VII Miscellaneous

7.1 **Notices.** All notices shall be sent either by certified mail, return receipt requested, personal messenger or overnight delivery via a reputable overnight delivery service. Any notice sent by (a) certified mail, return receipt requested shall be deemed delivered two (2) days after deposited in the United States Mail; (b) personal messenger shall be deemed delivered when actually received; and (c) an overnight delivery service shall be deemed delivered on the business day following the date the notice is deposited with the overnight delivery service addressed as specified below:

If to City:

City of North Kansas City, Missouri
Attention: City Administrator
2010 Howell Street
North Kansas City, Missouri 64116

With a copy to:

City of North Kansas City, Missouri
Attention: City Counselor
2010 Howell Street
North Kansas City, Missouri 64116
Email: tebarzee@nkc.org

And

Bryan Cave Leighton Paisner LLP
Attention: Stephen S. Sparks
1200 Main Street, Suite 3800
Kansas City, Missouri 64105
Email: sssparks@bclplaw.com

If to the Company:

STAR Acquisitions & Development, LLC
244 W. Mill Street, #101
Liberty, Missouri 64068
Email: tharris@stardevcorp.com and robert@stardevcorp.com

With a Copy to:

Polsinelli PC
900 W. 48th Place, Suite 900
Kansas City, Missouri 64112
Attention: Curt Petersen
Email: cpetersen@polsinelli.com

Such address may be changed by a party by giving the other party ten (10) days' notice of such change in writing.

7.2 Severability. If any term, covenant, condition, or provision of this Agreement, or the application to any person or circumstance shall, at any time or to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall (except to the extent such result is clearly unreasonable) not be affected thereby, and under such circumstances each term, covenant, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, insofar as such enforcement is not clearly unreasonable. In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Notwithstanding the above, the City or the Company shall have the right to terminate this Agreement in the event it determines that a material provision of this Agreement has been declared invalid or unenforceable by a final order of a court of competent jurisdiction. The provisions of this Section 7.2 shall survive termination of this Agreement.

7.3 Transfer and Assignment.

(a) After Substantial Completion and subject to the provisions of the Lease and the other Bond Documents, the Company may freely sell and assign, to any other person or entity, any or all of the Project and the Company's rights, duties, and obligations under this Agreement, the Bond Documents and the Lease, provided that (i) the Company provides ten days' notice to the City prior to the sale or assignment and (ii) the proposed assignee or purchaser assumes the duties and obligations of the Company under this Agreement, at which time the Company shall be released in full from all obligations under this Agreement (which release at the Company's request, the City will document in recordable form). The Parties agree to work in good faith to enable the assignment and transfer of the Bonds, Bond Documents, the Lease, by the Company to any subsequent purchaser or assignee and all applicable agreements related thereto in order to promptly and expeditiously enable any such assignment or sale by the Company.

(b) Prior to Substantial Completion the Company may not sell, transfer or assign any or all of the Project and the Company's rights, duties, and obligations under this Agreement, the Bond Documents and the Lease to any person (other than an entity affiliated with the Company with a 51% or more identity of interest of equity owners) without the prior approval and consent of the City, approval and consent may be withheld by the City in its sole and absolute discretion; provided that, no City consent shall be

required for the Company to collaterally assign or pledge this Agreement or solely the Company's rights hereunder to a construction or permanent Project lender.

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

7.5 **Survival.** The terms and covenants contained in this Agreement shall not be deemed to have merged at the Bond Closing, but will be deemed to survive the Bond Closing until the expiration of the term of the Lease.

7.6 **Consents and Approvals.** The City and Company commit to work harmoniously with each other, and except in instances where a consent or approval is specified to be within the sole discretion of either party, any consent or approval contemplated under this Agreement shall not be unreasonably withheld, conditioned or delayed, except that the Company acknowledges that this covenant does not apply to permits required from the City in connection with the Project. Nothing herein shall be deemed to usurp the governmental authority or police powers of the City. The parties agree that the decision to approve the issuance of the Bonds is within the sole discretion of the City Council.

7.7 **Entire Agreement.** This Agreement incorporates all prior negotiations and discussions between the parties regarding its subject matter and represents the entire agreement of the City and Company for the Project. This Agreement may only be modified by written instrument executed by the parties.

7.8 **Headings.** The captions and section headings contained in this Agreement are for convenience of reference only and shall not be considered in any interpretation of the provisions of this Agreement.

7.9 **Negation of Partnership.** It is mutually understood and agreed that nothing contained in this Agreement is intended or shall be construed in any manner or under any circumstances whatsoever as creating or establishing the relationship of co-partners or creating or establishing the relationship of a joint venture between the City and Company or as constituting the Company as the agent or representative of the City for any purpose or in any manner under this Agreement, it being understood that the Company is an independent contractor hereunder.

7.10 **Representatives not Individually Liable.** No member, official, representative or employee of the City shall be personally liable to the Company or any successor in interest in the event of any default or breach by the City for any amount which may become due to the Company or successor or on any obligations under the terms of the Agreement. No partner, member, representative or employee of the Company or any of its members, shareholders, directors, officers, employees or representatives shall be personally liable to the City in the event any default or breach by the Company for any amount which may become due to the City or on any obligations under the terms of this Agreement.

7.11 **Ancillary Documents.** The City and Company hereby agree that all other agreements and other documents to be executed by the parties to effectuate the transactions

contemplated in this Agreement shall be consistent with the terms and conditions of this Agreement.

7.12 Compliance with Applicable Laws. Company agrees that in its execution and performance of Company's obligations, rights, responsibilities, and duties under this Agreement it shall do so in accordance with all Applicable Laws and that nothing contained in this Agreement shall be deemed to waive the requirements of any Applicable Laws or otherwise excuse Company from its compliance with any Applicable Laws.

7.13 Payment or Performance on Saturday, Sunday or Holiday. Whenever the provisions of this Agreement call for any payment or the performance of any act on or by a date that is a Saturday, Sunday, or legal holiday of the State of Missouri, then such payment or such performance shall be required on or by the immediately succeeding day that is not a Saturday, Sunday, or legal holiday of the State of Missouri.

7.14 Incorporation of Recitals and Exhibits. The recitals set forth above are true and correct and are incorporated herein by reference and made a part of this Agreement. Unless otherwise provided herein, all exhibits attached hereto are incorporated herein by reference.

7.15 Conflict of Terms. It is the intention of the City and Company that if any provision of this Agreement is capable of two constructions, one of which would render the provision valid and enforceable, then the provision shall have the meaning which renders it valid and enforceable.

7.16 No Waiver. No failure on the part of the City or Company to enforce any covenant or provision contained in the Agreement nor any waiver of any right under this Agreement shall discharge or invalidate such covenant or provision or affect the right of the other party to enforce the same in the event of any subsequent default.

7.17 No Tax Representations or Warranties. The parties hereby agree that neither the City nor Company is making any representations or warranties to the others about the tax treatment, implications or treatment of the transactions contemplated in this Agreement. The City does not agree to offset credit or pay to the Company any amount for any loss of benefit anticipated by the Company in the event that any tax exemptions are denied by third parties or by an order of a court. In such event, the Company agrees to pay all taxes finally determined to be due and owing along with any applicable interest and penalties.

7.18 Costs and Expenses; Costs of Issuance. In consideration of this Agreement, and the City's agreements and covenants set forth herein, the Company hereby agrees to pay, concurrently with and contingent upon the issuance of the Bonds, the City's actual costs and expenses in connection with the issuance of the Bonds, including the fees of Bond Counsel, outside counsel to the City and the City's financial advisor.

7.19 Company Lender. The parties hereto acknowledge that a third party lender may provide Company capital for the transaction contemplated herein through providing financing to Company for Company's development of the Project. In such event, the City and Company each agree to work in good faith to structure the transactions contemplated herein to include such third party lender in a manner and in a capacity not inconsistent with the terms of this Agreement. The City hereby agrees that when the City acquires fee title to the Project Site as part of the Chapter

100 process, the City will agree to take such fee title subject to the Deed of Trust recorded against the Project Site by the Project lender.

7.20 Termination.

(a) At any time prior to issuance of the Chapter 100 Bonds, the Company may, by giving written notice to the City, abandon the Project and terminate this Agreement if the Company determines in its sole and absolute discretion that the Project is no longer economically feasible. If such termination is prior to Closing, the Purchase Agreement shall automatically terminate as if the Company exercised its right to terminate the Purchase Agreement during the Due Diligence Period provided therein. If such termination is after Closing but before commencement of construction, the City may exercise the Option to Purchase pursuant to the terms of Section 6.2(b) as if an Event of Default had occurred.

(b) Within thirty (30) days of any termination of this Agreement and upon written notice of the dollar amounts due, the Company shall make a PILOT payment to the City equal to the pro rata amount payable pursuant to Section 3.2 hereof from January 1 of the year in question through the effective date of the termination.

(c) Upon termination of this Agreement in accordance with the terms hereof, the parties shall have no further rights or obligations hereunder except as are described in this Section 7.20 and as may expressly survive termination, and the parties agree in good faith to unwind and terminate any prior agreements related to the Project, including any Bond documents (in accordance with the terms of any Bond Documents).

7.21 **Force Majeure.** Notwithstanding any other provision of this Agreement to the Contrary, neither the City nor the Company, as the case may be, nor any successor in interest, shall be considered in breach of or default in any of its obligations, including, but not limited to, the beginning and completion of construction, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to causes beyond its control, including but not limited to, strikes, lockouts, actions of labor unions, riots, storms, floods, litigation, explosions, acts of God or of the public enemy, acts of government, insurrection, mob violence, civil commotion, sabotage, malicious mischief, vandalism, inability (notwithstanding good faith and diligent efforts) to procure, or general shortage of, labor, equipment, facilities, materials, or supplies in the open market, defaults of independent contractors or subcontractors (provided that remedies are being diligently pursued against the same), failures of transportation, fires, other casualties, epidemics, quarantine restrictions, freight embargoes, severe weather, inability (notwithstanding good faith and diligent efforts) to obtain governmental permits or approvals, or delays of subcontractors due to such causes (“**Force Majeure**”), it being the purpose and intent of this section that in the event of the occurrence of any such enforced delays, the time or times for the performance of the covenants, provisions, and agreements of this Agreement shall be extended for the period of the enforced delay (including any time reasonably required to recommence performance due to such enforced delay). This Section shall not apply to the obligation of the Company to make PILOT payments.

7.22 Insurance and Indemnification.

(a) The Company releases the City and its redevelopment agencies, including the TIF Commission (including their respective officials, officers, agents, and employees) (the “**City Parties**”) from, and agrees that the City shall not be liable for, and indemnifies the City against, any liabilities, losses, damages (including attorneys’ fees), causes of action, suits, claims, costs and expenses, demands and judgments of any nature imposed upon or asserted against the City or any of their officials, officers, agents, and employees disputing the representation and warranties made by the Company in this Agreement.

(b) The Company releases the City Parties from, and agrees that the City shall not be liable for, and indemnifies the City against, any liabilities, losses, personal injuries, damages (including attorneys’ fees), causes of action, suits, claims, costs and expenses, demands and judgments of any nature imposed upon or asserted against the City Parties alleged to have occurred on the Project or associated with the design, development, construction, or maintenance and operation of the Project, including but not limited to any claims that the Project or any portion thereof violates Missouri’s prevailing wage act, Sections 290.210 through 290.340, inclusive, of the Revised Statutes of Missouri, as amended, except when the result of the City Parties’ sole negligent acts or omissions or intentional misconduct.

(c) So long as the Project is owned by the City or the Company, all risk of loss with respect to the Project shall be borne by the Company, except when the result of the City Parties’ sole negligent acts or omissions or intentional misconduct.

(d) The Company shall cause its contractors to maintain adequate general liability insurance and shall name the City as an additional insured under this insurance policy. The Company and/or its general contractor shall also, at its expense, maintain or cause to be maintained a policy of all risk casualty insurance insuring the Project owned by the City. Such policies of insurance shall name the City and such other persons designated by the City as additional insureds and shall each contain a provision that such insurance may not be canceled without at least thirty (30) days’ advance written notice to the City (except for non-payment of premium, which shall be terminable on ten (10) days’ advance written notice to the City). Duplicate copies or certificates of such policies bearing notations evidencing payment of premiums or other evidence of such payment shall be furnished to the City upon the City’s request.

7.23 Governing Law and Jurisdiction. This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri. The Parties agree to the exclusive jurisdiction of the court of the Federal District of Western Missouri or state court in Clay County, Missouri. The Parties agree and acknowledge that the venue provided for above is the most convenient forum for both the City and the Developer. The parties waive any objection to venue and any objection based on a more convenient forum in any action instituted under this Agreement.

7.24 Waiver. The City and the Company acknowledge and agree that the amounts payable to the City under the Bond Documents shall constitute payments due the City under the

Lease. The Company shall not be entitled to any extension of payment of such amounts as a result of a filing by or against the Company in any bankruptcy court.

7.25 Electronic Storage of Documents. The City and the Company agree that the transaction described herein may be conducted and related documents may be stored by electronic means.

7.26 Employee Verification. The Company will comply with and satisfy the requirements of Section 285.530.2, RSMo., as amended, which requires (1) any business entity receiving tax abatement to, by sworn affidavit and provision of documentation, annually affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the business entity receiving tax abatement, and (2) every such business entity to annually sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the entity receiving tax abatement. The Company shall provide such affidavits and documentation to the City on or before November 15 of each year during the term of this Agreement, beginning November 15, 2020, and also on the date of the Closing.

7.27 Equal Employment Opportunity During Performance of this Agreement. During the performance of this Agreement, the Company agrees, for itself and its successors and assigns, as follows:

(a) The Company will not discriminate against any employee or applicant for employment because of race, color, religion, sexual orientation, family status, handicap, sex, or national origin. The Company will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Company agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

(b) The Company will, in all solicitations or advertisements for employees placed by or on behalf of the Company, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sexual orientation, family status, handicap, sex or national origin.

(c) The Company will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Company's commitments under Section 202 of Executive Order 11246 (the "**Executive Order**"), and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Company will comply with all provisions of the Executive Order, and of the rules, regulations and relevant orders of the Secretary of Labor.

(e) The Company will furnish all information and reports required by the Executive Order, and by the rules, regulations, and orders of the Secretary of Labor or pursuant thereto, and will permit access to its books, records and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Company's non-compliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Company may be declared ineligible for further government contracts and/or federally assisted construction contracts in accordance with the procedures authorized in the Executive Order, and such other sanctions may be imposed and remedies invoked as provided in the Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Company agrees, for itself and its successors and assigns, that it will include the provisions listed in subsections (a) through (f) above in every contract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of the Executive Order, so that such provision will be binding upon each contractor or vendor that does business with the Company in conjunction with the Project, as well as those contractor's subcontractors. For the purpose of including the provisions of Section 7.27 in any construction contract or purchase order, the terms "City", "Company" and "Contract" may be changed to appropriately reflect the name or designation of the parties to such contract or purchase order.

(h) Upon the issuance of additional or conflicting rules, regulations, or orders of the Secretary of Labor pursuant to section 204 of the Executive Order, the requirements of this Article shall automatically be amended to conform and comply with such changes.

(i) For the sole purpose of determining the Company's compliance with the provisions of this Section 7.27, the City and its duly appointed agents shall be permitted, at reasonable times, and after three (3) days prior notice to the Company, to examine the books and records of the Company.

7.28 Project Environmental.

(a) The Company has undertaken or will undertake, at its sole cost and expense, such due diligence as it deems necessary to assess the environmental condition of the Project Site.

(b) The Company covenants that, while in ownership or possession and control of all or any portion of the Project Site, it shall not place or cause to be placed, nor permit any other Person to place or cause to be placed, any Hazardous Substances on or about all or any portion of the Project Site in excess of *de minimis* quantities reasonably necessary to the Company's use of all or any portion of the Project Site.

(c) The Company agrees to protect, defend, indemnify and hold harmless, the City and the City's council members, officers, directors, employees, agents, affiliates, successors and assigns, from and against any and all claims, demands, losses, damages,

costs, expenses, liabilities, assessments, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, causes of action, remedial action requirements and/or enforcement actions of any kind (including, without limitation, reasonable and necessary attorneys' fees and costs) directly or indirectly arising out of or attributable to, in whole or in part: (i) the breach of the covenants of the Company contained in subsection (a) above; (ii) Company's or Company's employees', agents', contractors' or subcontractors' use, handling, generation, manufacture, production, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of Hazardous Substances on, under, from or about all or any portion of the Project Site; or (iii) any other activity carried on or undertaken on all or any portion of the Project Site by the Company or any employees, agents, contractors or subcontractors of the Company in connection with the use, handling, generation, manufacture, production, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of any Hazardous Substance at any time located, transported or present on, under, from, to or about all or any portion of the Project Site, including without limitation: (A) the cost of any required or necessary repair, cleanup or detoxification of any portion of the Project Site and the preparation and implementation of any closure, remedial or other required plans; and (B) liability for personal injury or property damage arising under any statute or common law tort theory, including damages assessed for the maintenance of a public or private nuisance, response costs or for the carrying on of any abnormally dangerous activity.

(d) The foregoing indemnity obligation includes without limitation: (i) the costs of removal or remedial action incurred by the United States government or the State or response costs incurred by any other person, or damages from injury to, destruction of or loss of natural resources, including the cost of assessing such injury, destruction or loss, incurred pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended ("CERCLA"), 42 U.S.C. §9601 *et seq.*; (ii) the clean-up reasonable and necessary costs, fines, damages or penalties incurred pursuant to any applicable provisions of State law; and (iii) the reasonable and necessary cost and expenses of abatement, correction or cleanup, fines, damages, response costs or penalties which arise from the provisions of any other Applicable Law.

(e) The foregoing indemnity shall further apply to any residual contamination on, under, from or about all or any portion of the Project or affecting any natural resources, arising in connection with the use, handling, generation, manufacturing, production, storage, release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of any such Hazardous Substance on, under, from or about all or any portion of the Project and irrespective of whether any of such activities were or will be undertaken in accordance with any Applicable Laws. This indemnity is intended to be operable under 42 U.S.C. Section 9607(e)(1), and any successor section thereof, and shall survive the Closing under this Agreement in all respects.

(f) The foregoing indemnity obligations include within them all costs and expenses (including, without limitation, reasonable and necessary attorneys' fees) incurred in enforcing any right to indemnity contained in this Agreement.

The Company shall have no obligations under this Section 7.28 in the event that any of the aforementioned claims, demands, losses, damages, costs, expenses, liabilities, assessments, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, causes of action, remedial action requirements and/or enforcement actions of any kind arise out of or related to (x) the negligent acts or omissions of the City or (y) Company's performance under this Agreement which is prosecuted without negligence or intentional misconduct.

7.29 **Memorandum of Agreement.** The parties agree that a Memorandum of Agreement relative to this Agreement, in the form attached hereto as **Exhibit C** will be recorded in the real property records of Clay County, Missouri.

7.30 **Amendment and Restatement, No Novation.** This Agreement constitutes an amendment and restatement of the Existing Agreement, as amended, effective from and after the Effective Date. The execution and delivery of this Agreement shall not constitute a novation of any obligations owing under the Existing Agreement based on facts or events occurring or existing prior to the execution and delivery of this Agreement. On the Effective Date, the covenants and agreements described in the Existing Agreement shall be amended, supplemented, modified and restate in their entirety.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed in its name and attested by its duly authorized officers. The City has caused this Agreement to be executed in its name with its affixed and attested by its duly authorized officers. All of the above occurred as of the date first above written.

CITY OF NORTH KANSAS CITY, MISSOURI

By: _____
Bryant DeLong, Mayor

ATTEST:

By: _____
Crystal Doss, City Clerk

STAR ACQUISITIONS & DEVELOPMENT, LLC

By: _____
Printed Name: _____
Its: _____

STAR NKC PROPCO, LLC

By: _____
Printed Name: _____
Its: _____

EXHIBIT A

PROJECT LEGAL DESCRIPTION

Lot 1, 23rd and Swift Apartments, a subdivision in North Kansas City, Clay County, Missouri, according to the recorded plat thereof.

EXHIBIT B

SCHEDULE OF PILOT PAYMENTS*

Construction	2021	Amount that would be due for 2021 real property taxes absent Ch. 100
	2022	Percentage completion of project on 1/1/2022 x \$300,000
	2023	Percentage completion of project on 1/1/2023 x \$300,000
1	2024	\$300,000
2	2025	\$300,000
3	2026	\$300,000
4	2027	\$300,000
5	2028	\$300,000
6	2029	\$300,000
7	2030	\$300,000
8	2031	\$300,000
9	2032	\$300,000
10	2033	\$300,000
11	2034	\$300,000
12	2035	\$300,000
13	2036	\$300,000
14	2037	\$300,000
15	2038	\$300,000

*The table above assumes the Bond Closing takes place in 2021 and Substantial Completion of the Project occurs in 2023. If either or both of those events takes place in another year, the table above will automatically be adjusted to reflect same so that the PILOTs during construction are handled as set forth above, and PILOTs for 15 years following the year of Substantial Completion are \$300,000 annually.

The following example will illustrate the calculation of PILOTs in 2021:

1. STAR purchases the parcel on 3/1/2021. STAR’s ownership in 2021 equals 300 days of the 360 day year. The ownership percentage for STAR is 83.33%
2. Clay County Assessor property Market Value is \$835,300.
3. The Assessed Value is \$158,707 (19% of Appraised Value).
4. The assessment rate in North Kansas City is \$7.8925 per \$100 of Assessed Value.
5. The PILOT payment for 2021 is calculated as follows:

Property Purchase Date	3/1/2021	
STAR Ownership Period	300	Days
Year Fraction	83.33%	
Parcel Market Value	\$835,300	
Parcel Assessed Value	\$158,707	(19% of Market Value)
Assessment Rate	\$7.89	
PILOT Payment Due	\$10,438	

The following example will illustrate the calculation of PILOTs in 2022 and 2023:

1. On 1/1/2022 STAR will share with the City the cumulative amount of funds spent on construction from construction start to 12/31/2021, along with the total amount of projected construction cost (as evidenced by construction pay application documentation).
2. By way of further example:

Total Construction Draws on 12/31/2021:	<u>\$5,000,000</u>	
Total Projected Construction Budget	\$45,000,000	
Construction Percentage Complete	11.11%	(\$5,000,000 / \$45,000,000)
Full PILOT	\$300,000	
PILOT Payment Due	\$33,000	(11.11% of \$300,000)

EXHIBIT C

Title of Document: Memorandum of First Amended and Restated
Development Agreement

Date of Document: _____ 2021

Grantor(s): City of North Kansas City

Grantee(s): Star Acquisitions & Development, LLC
a Missouri limited liability company

and

Star NKC Propco, LLC,
a Missouri limited liability company

Grantee(s) Mailing Address: c/o Star Acquisitions & Development, LLC
Attn: Timothy D. Harris
244 W. Mill Street, #101
Liberty, Missouri 64068

Legal Description: See Exhibit A

Reference Book and Page(s): N/A

WHEN RECORDED RETURN TO:

Stephen S. Sparks
Bryan Cave Leighton Paisner LLP
1200 Main Street, Suite 3800
Kansas City, MO 64105

**MEMORANDUM OF FIRST AMENDED AND RESTATED
DEVELOPMENT AGREEMENT**

THIS MEMORANDUM OF FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT (this “**Memorandum**”) is executed this _____ day of _____, 2021 (the “**Effective Date**”), by and between **CITY OF NORTH KANSAS CITY, MISSOURI** (“**City**”), **STAR ACQUISITIONS & DEVELOPMENT, LLC**, a Missouri limited liability company and **STAR NKC PROPCO, LLC**, a Missouri limited liability company (together, the “**Developer**”).

RECITALS

A. The City and Developer executed that certain First Amended and Restated Development Agreement dated as of _____, 2021 (the “**Agreement**”), regarding a multi-use residential commercial project to be developed on the real property legally described and depicted on Exhibit A attached hereto and incorporated herein by reference, (the “**Project**”).

B. The parties desire to record this Memorandum to give notice of certain provisions contained in the Agreement.

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

1. **Development Agreement.** The Agreement sets forth, among other things, the conditions and requirements under which the Developer will develop the Project, and the obligations of each party regarding the same.

2. **Memorandum.** This Memorandum is executed for the purposes of giving notice of the existence of the Agreement. The Agreement is deemed to be a material part hereof as though set forth in length herein. Whenever a conflict of provisions between this Memorandum and the Agreement shall occur, the provisions of the Agreement shall govern.

3. **Miscellaneous.** Upon the expiration or earlier termination of the Agreement, this Memorandum shall automatically terminate without further act of the parties hereto, and upon request by any party hereto, the other party shall execute any documents reasonably required to evidence such termination and to remove any exceptions to title resulting from the Agreement.

[Remainder of page left blank intentionally. Signature pages follow.]

EXHIBIT A

Legal Description and Depiction

Lot 1, 23rd and Swift Spartments, a subdivision in North Kansas City, Clay County, Missouri, according to the recorded plat thereof.

MEMORANDUM



TO: Mayor and City Council

FROM: Kim Nakahodo, Interim City Administrator

DATE: September 30, 2021

RE: Northgate Village Redevelopment Area and Star Development Project

- First Amended and Restated Development Agreement
- Chapter 100 Plan Approval

Previous Action

The City and Star Acquisitions & Development, LLC ("Star") entered into a Development Agreement on August 4, 2020 related to the 6 acre site located at the northwest corner of E. 23rd Avenue and Swift Street. Star closed on the purchase of the project site on January 14, 2021 and has been working to complete the predevelopment process and begin construction.

Consideration of the First Amended and Restated Development Agreement

The First Amended and Restated Development Agreement provides for the updated construction schedule and adds Star's development entity, Star Propco, as a party to the Development Agreement. The apartment project (the "Project") will be not less than 290 units and the amendments do not change any of the major business terms of the original Development Agreement.

Staff recommends the approval of the First Amended and Restated Development Agreement.

Consideration of the 23rd & Swift Chapter 100 Plan

The purpose of the accompanying ordinance, if duly passed by the City Council and approved by the Mayor, is to approve the Plan for Industrial Development and the City's issuance of Chapter 100 revenue bonds for the Project. The issuance of the Chapter 100 bonds will allow Star to begin development of the Project.

Pursuant to the Development Agreement previously approved by City Council, the City agreed to issue Chapter 100 Bonds to provide tax abatement for the Project. The Chapter 100 plan will allow the Developer to purchase construction materials without paying sales tax on such purchases and will provide real property tax abatement for 15 years.

In consideration for the Chapter 100 tax abatement, the Developer has agreed to make annual Payments in Lieu of Taxes (PILOT) payments of \$300,000 as shown in Exhibit B to the Development Agreement. The City will receive 100% of the PILOT payments as beneficiary of the Tax Increment Financing (TIF) District until the TIF Plan is retired in 2032. PILOT payments received between 2033 and 2038 will be shared proportionately among the appropriate taxing jurisdictions.

Further Information Relating to the 23rd & Swift Chapter 100 Plan

- The Developer will be required to indemnify the City with respect to the City's ownership of the Project and will name the City as an additional insured with respect to liability and casualty insurance for the Project.
- The Chapter 100 incentive and City ownership will be in place for approximately 17 years. At the end of the incentive period the property will be deeded back to the private owner and the Chapter 100 bonds for the Project will terminate.
- The City will have no liability with respect to payment of the bonds, since the bonds are payable solely from lease payments of the Developer. All of the bonds will be purchased by the Developer and not sold to the public.
- The City will have no financial liability for cost overruns or any other Developer obligations.

Staff recommends the approval of the Chapter 100 Plan.

Please let me know if you have any questions or comments.

AN ORDINANCE APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT (23RD & SWIFT PROJECT).

WHEREAS, the City of North Kansas City, Missouri (the “**City**”), is authorized under the provisions of Article VI, Section 27 of the Missouri Constitution, as amended, and Sections 100.010 to 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the “**Act**”), to purchase, construct, extend and improve certain projects (as defined in the Act) for the purposes set forth in the Act and to issue industrial development revenue bonds for the purpose of providing funds to pay a portion of the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable; and

WHEREAS, the City, in accordance with Section 100.050 of the Act, has prepared a Plan for an Industrial Development Project and Cost-Benefit Analysis for the 23rd & Swift Project (the “**Plan**”), with respect to the acquisition of certain real property (the “**Project Site**”) and the development on the Project Site of an approximately 294-unit class-A apartment project, including but not limited to the following amenities: (a) in-unit washer/dryer, refrigerator, oven/range, and microwave, (b) elevator serviced buildings with secure access and climate-controlled interior corridors, and (c) ground level or structured parking sufficient for tenant and visitor parking (the “**Project Improvements**,” together with the Project Site, the “**Project**”), notice of such Project was given to the taxing jurisdictions in accordance with Section 100.059.1 of the Act and the City now desires to approve the Plan; and

WHEREAS, the City has and does hereby find and determine that the Project constitutes a commercial facility and that it is desirable for the economic development of the City and within the public purposes of the Act that the City approve the Plan;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH KANSAS CITY, MISSOURI, AS FOLLOWS:

Section 1. **Promotion of Economic Development.** The City Council hereby finds and determines that the Project constitutes a commercial facility and will promote the economic welfare and the development of the City.

Section 2. **Approval of Plan.** The City Council hereby approves the Plan attached hereto as **Exhibit A** in accordance with Section 100.050 of the Act.

Section 3. **Effective Date.** This Ordinance shall be in full force and effect, after compliance with all governing laws, rules and regulations, upon passage by the City Council and approval by the Mayor.

[remainder of page intentionally left blank]

PASSED this 5th day of October, 2021.

Bryant DeLong, *Mayor*

ATTEST:

Crystal Doss, *City Clerk*

APPROVED this 5th day of October, 2021.

Bryant DeLong, *Mayor*

APPROVED AS TO FORM:

Anthony Bologna, *City Attorney*

Thomas E. Barzee, Jr., *City Counselor*

**EXHIBIT A
TO ORDINANCE NO. 9427**

**PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT AND
COST-BENEFIT ANALYSIS FOR THE 23RD & SWIFT PROJECT**

NOTICE TO TAXING JURISDICTIONS

On behalf of the City of North Kansas City, Missouri (“City”), please find enclosed a copy of the proposed Plan for an Industrial Development Project and Cost-Benefit Analysis for the 23rd & Swift Project (the “Plan”).

The City Council will consider an ordinance to approve the Plan during the City Council’s regular meeting on October 5, 2021, at 7:00 p.m. in the City Council Chambers in the City Hall of North Kansas City, 2010 Howell Street, North Kansas City, Missouri.

The City invites you to submit comments to the Council on the proposed Plan, either prior to or at the meeting. All comments will be fairly and duly considered by the City.

While Council meetings are currently being held in-person, due to COVID-19 it is possible that meetings will be held electronically through the Zoom application. Instructions on how to attend meetings are available on the City’s website (www.nkc.org) on the “Government” tab under “Meeting Agendas and Minutes.” If no specific information relating to electronic meetings appears on the agenda, the meeting will be held in person at the location described above.

Dated: September 14, 2021

Crystal Doss
City Clerk
City of North Kansas City, Missouri

Taxing Jurisdictions -- Distribution List

City of North Kansas City

Finance Manager
2010 Howell Street
North Kansas City, MO 64116

North Kansas City School District #74

Superintendent's Office
2000 NE 46th Street
Kansas City, MO 64116

Tri-County Mental Health Services

Chairperson
3100 NE 83rd Street, Suite 1001
Kansas City, MO 64119

Developmental Disabilities Resources

Board of Clay County

Chairperson
920 Kent St.
Liberty, MO 64068

Metropolitan Community College

Chancellor
3200 Broadway
Kansas City, MO 64111

Clay County Senior Services

Chairperson
4444 N Belleview, Suite 110
Gladstone, MO 64116

Clay County

Presiding Commissioner
1 Courthouse Square
Liberty, MO 64068

Clay County Public Health Center

Director
800 Haines Drive
Liberty, MO 64068

Clay County Assessor

1 Courthouse Square
Liberty, MO 64068

Clay County Collector

1 Courthouse Square
Liberty, MO 64068

Missouri Department of Revenue

County Tax Section
State Blind Pension Fund
P.O. Box 455
Jefferson City, MO 65105

Missouri Director of Revenue

County Tax Section
Merchants/Manufacturers Replacement Tax Fund
P.O. Box 453
Jefferson City, MO 65102-0453

Missouri Department of Revenue

Taxation Division
301 West High Street
Jefferson City, MO 65101

State Tax Commission of Missouri

P.O. Box 146
301 W. High Street, Room 840
Jefferson City, MO 65102

The Kansas City Zoological District

Chair of the Board of Directors
6800 Zoo Drive
Kansas City, MO 64132

**Missouri Department of Economic
Development**

Director
P.O. Box 1157
Jefferson City, MO 65102

CITY OF NORTH KANSAS CITY, MISSOURI

**PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT
AND
COST-BENEFIT ANALYSIS**

FOR THE

23RD & SWIFT PROJECT

I. PURPOSE OF THIS PLAN

The City Council of the City of North Kansas City, Missouri (the “City”) will consider an ordinance approving this Plan (defined below) and authorizing the issuance by the City of its taxable industrial development revenue bonds in the aggregate principal amount of not to exceed \$57,200,000 (the “Bonds”), to finance the costs of an industrial development project (the “Project”) for Star Acquisitions & Development, LLC and/or its affiliate or designee (the “Company”). The Bonds will be issued pursuant to the provisions of Sections 100.010 to 100.200 of the Revised Statutes of Missouri, as amended, and Article VI, Section 27(b) of the Missouri Constitution, as amended (collectively, the “Act”).

This Plan for an Industrial Development Project and Cost-Benefit Analysis (the “Plan”) has been prepared to satisfy requirements of the Act and to analyze the potential costs and benefits, including the related tax impact on all affected taxing jurisdictions, of using industrial development revenue bonds to finance the Project and to facilitate abatement of ad valorem taxes on the bond-financed property.

II. GENERAL DESCRIPTION OF CHAPTER 100 FINANCINGS

General. The Act authorizes cities, counties, towns and villages to issue industrial development revenue bonds to finance the purchase, construction, extension and improvement of warehouses, distribution facilities, research and development facilities, office industries, agricultural processing industries, service facilities that provide interstate commerce, industrial plants and other commercial facilities.

Issuance and Sale of Bonds. Revenue bonds issued pursuant to the Act do not require voter approval and are payable solely from revenues received from the project. The municipality issues its bonds and in exchange, the benefited company promises to make payments that are sufficient to pay the principal of and interest on the bonds as they become due. Thus, the municipality merely acts as a conduit for the financing.

Concurrently with the closing of the bonds, the company will convey to the municipality title to the site on which the industrial development project will be located, including all improvements built on the site. (The municipality must be the legal owner of the property while the bonds are outstanding for the property to be eligible for tax abatement, as further described below.) At the same time, the municipality will lease the project site and the improvements thereon back to the benefited company pursuant to a lease agreement. The lease agreement will require the company, acting on behalf of the municipality, to use the bond proceeds to pay the costs or reimburse the costs of purchasing, constructing and installing the project, as applicable.

Under the lease agreement, the company typically: (1) will unconditionally agree to make payments sufficient to pay the principal of and interest on the bonds as they become due; (2) will agree, at its own expense, to maintain the project, to pay all taxes and assessments with respect to the project, and to maintain adequate insurance; (3) has the right, at its own expense, to make certain additions, modifications or improvements to the project; (4) may assign its interests under the lease agreement or sublease the project while remaining responsible for payments under the lease agreement; (5) will covenant to maintain its corporate existence during the term of the bond issue; and (6) will agree to indemnify the municipality for any liability the municipality might incur as a result of its participation in the transaction.

Property Tax Abatement. Under Article X, Section 6 of the Missouri Constitution and Section 137.100 of the Revised Statutes of Missouri, all property of any political subdivision is exempt from taxation. In a typical transaction, the municipality holds fee title to the project and leases the project to the benefited company.

If the municipality and the company determine that partial tax abatement is desirable, the company may agree to make “payments in lieu of taxes” (sometimes called “PILOTS”). The amount of payments in

lieu of taxes is negotiable. The payments in lieu of taxes are payable by December 31 of each year, and are distributed to the municipality and to each political subdivision within the boundaries of the project in the same manner and in the same proportion as property taxes would otherwise be distributed under Missouri law.

III. DESCRIPTION OF THE PARTIES

Star Acquisitions & Development, LLC. Star Acquisitions & Development, LLC (“Star A&D”) is a limited liability company organized and existing under the laws of the State of Missouri. It is anticipated that Star A&D and/or an affiliate will constitute the “Company” benefitting from this Plan, as described below under the subheading “*Statement of the Terms Upon Which the Project is to be Leased or Otherwise Disposed of by the City.*”

City of North Kansas City, Missouri. The City is a third class city and municipal corporation organized and existing under the laws of the State of Missouri. The City is authorized and empowered pursuant to the provisions of the Act to purchase, construct, extend and improve certain projects (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City deems advisable.

IV. REQUIREMENTS OF THE ACT

Description of the Project. The project to be financed by the Bonds consists of building an approximately 294-unit class-A apartment project, including but not limited to the following amenities: (a) in-unit washer/dryer, refrigerator, oven/range, and microwave, (b) elevator serviced buildings with secure access and climate-controlled interior corridors, and (c) ground level or structured parking sufficient for tenant and visitor parking. The real property improvements being financed by the Bonds are referred to as the “Project Improvements” which will be located on real estate situated at the northwest corner of E. 23rd Avenue and Swift Street in the City (the “Project Site”). The Project Improvements and the Project Site are referred to, collectively, as the “Project.”

Estimate of the Costs of the Project. The Project is expected to cost approximately \$57,000,000. The Project is expected to be developed as shown in the attached cost-benefit analysis.

Source of Funds to be Expended for the Project. The source of funds to be expended for the Project will be the proceeds of the Bonds in a principal amount not to exceed \$57,200,000, to be issued by the City and purchased by the Company or its designee (the “Bondholder”) and, if needed, other available funds of the Company. The Bonds will be payable solely from the revenues derived by the City from the lease or other disposition of the Project (as further described below). The Bonds will not be an indebtedness or general obligation, debt or liability of the City or the State of Missouri. It is anticipated that the Bonds may be issued in more than one series to allow for the separate leasing of the Project Site and the Project Improvements to the Company and an affiliate.

Statement of the Terms Upon Which the Project is to be Leased or Otherwise Disposed of by the City. The Company or an affiliate will deed the Project Site, including the Project Improvements, to the City subject to permitted encumbrances. The City will lease the Project to the Company and/or an affiliate for lease payments equal to the principal and interest payments on the Bonds. It is anticipated that the City may lease the Project Site to one entity and the Project Improvements to another entity in order to match the ownership structure being established for federal opportunity zone investment purposes. Under the terms of the lease agreement(s) with the City, the lessee(s) will have the option to purchase the applicable portion of the Project at any time and will have the obligation to purchase the Project at the termination of the lease(s). The lease(s) between the City and the Company will terminate after 15 years of abatement is provided on the completed Project, unless terminated sooner pursuant to the terms of the lease(s).

Affected School District, Community College District, County, City, and Emergency Services Districts. The North Kansas City School District is the school district financially impacted by the Project. Clay County, Missouri is the county financially impacted by the Project. Metropolitan Community College is the community college district financially impacted by the Project. The City is the city financially impacted by the Project. No ambulance or fire district is financially impacted by the Project. The Cost-Benefit Analysis attached hereto identifies all other taxing districts affected by the Project.

Assessed Valuation. Because of ownership of the Project Site by the City, the most recent equalized assessed valuation of the Project Site is \$0.00. The estimated total equalized assessed valuation of the Project Site after development of the Project is \$9,566,881.

Payments in Lieu of Taxes. If this Plan is approved by the City Council, the City intends to issue the Bonds in 2021 and provide tax abatement to the Company for the Project for a period of 15 years beginning with the year after substantial completion of the Project. Payments in lieu of tax will be due on December 31 in each year, based on the following schedule:

Construction	2021	Amount that would be due for 2021 real property taxes absent Ch. 100
	2022	Percentage completion of project on 1/1/2022 x \$300,000
	2023	Percentage completion of project on 1/1/2023 x \$300,000
1	2024	\$300,000
2	2025	\$300,000
3	2026	\$300,000
4	2027	\$300,000
5	2028	\$300,000
6	2029	\$300,000
7	2030	\$300,000
8	2031	\$300,000
9	2032	\$300,000
10	2033	\$300,000
11	2034	\$300,000
12	2035	\$300,000
13	2036	\$300,000
14	2037	\$300,000
15	2038	\$300,000

Any delay in closing or extension of the construction period will shift the calendar years shown above, provided that the lease(s) shall not in any case extend beyond 2040.

The Project Site is within the redevelopment area established by the City's Northgate Village Tax Increment Financing Plan (the "TIF Plan"). On December 8, 2009, the City passed an ordinance activating tax increment financing ("TIF") capture of incremental property tax revenues created by the redevelopment of certain property, including the Project Site. Incremental property tax revenues, including payments in lieu of tax generated pursuant to this Plan, will be captured as TIF revenues for application in accordance with the TIF plan until tax year 2032. See pages 7 and 8 of the Cost-Benefit Analysis for an estimate of the portion of the payments in lieu of tax to be captured as TIF revenues and an estimate of the portion to be distributed to taxing districts.

Levee Taxes. The Company will make annual levee tax payments in each year to the North Kansas City Levee District as they are assessed and become due. Such payment is the sum of (i) the levee tax which pays for the assessed benefits pursuant to the Levee Districts Plan for Reclamation apportioned to the Project Site and (ii) the annual Levee District maintenance tax, apportioned to the Project Site. If the Company does not receive a billing for a payment amount from the North Kansas City Levee District or the City in any given year, the Company will pay the amount that was last billed for the Project Site.

Sales and Use Tax Exemption on Construction Materials. Qualified building materials purchased for the construction of the Project are expected to be exempt from sales and use tax pursuant to the provisions of Section 144.062 of the Revised Statutes of Missouri and the underlying bond documents upon delivery of a project exemption certificate by the City to the Company. Estimates of the effect on taxing jurisdictions of the sales and use tax exemption are provided below:

Estimated Amount of Sales and Use Tax Exemption

<u>Taxing Jurisdiction</u>	<u>Rate</u>	<u>Amount</u>
State of Missouri Sales Tax	4.2250%	\$ 760,500
City of North Kansas City	2.0000%	360,000
Clay County, Missouri Sales Tax	1.1250%	202,500
Zoo Sales Tax	0.1250%	22,500
Total	7.4750%	\$ 1,345,500

Cost-Benefit Analysis. In compliance with Section 100.050.2(3) of the Revised Statutes of Missouri, this Plan has been prepared to show the costs and benefits to the City and to other taxing jurisdictions affected by the tax abatements and exemptions of the Project. The cost-benefit analysis shows the direct tax impact the Project is expected to have on each taxing jurisdiction. This Plan does not attempt to quantify the overall economic impact of the Project.

V. ASSUMPTIONS AND BASIS OF PLAN

In preparing this Plan, key assumptions have been made to estimate the fiscal impact of the abatement and exemptions proposed for the Project. See **ATTACHMENT A** for a summary of these assumptions.

Information necessary to complete this Plan, has been furnished by representatives of the City, representatives of the Company and its counsel, and other persons deemed appropriate and such information has not been independently verified for accuracy, completeness or fairness.

* * *

ATTACHMENT A

SUMMARY OF KEY ASSUMPTIONS

1. The Project is estimated to cost approximately \$57,000,000.
2. The investment in the Project Improvements will produce an estimated assessed value for the Project in the amount of \$9,566,881.
3. The lessee(s) will make payments in lieu of taxes during the term of the Bonds in each year during construction and in each of 15 years after Project completion.
4. Real property taxes are calculated using the following formula:
$$(\text{Assessed Value} * \text{Tax Rate})/100$$
5. The tax rates used in this Plan reflect the rates in effect for the tax year 2020.
6. The calendar years shown in the attached Cost-Benefit Analysis are for demonstration purposes only. Any change in the timeline of the implementation of the Project may cause a shift in the calendar years shown in the attached Cost-Benefit Analysis, provided that the maximum abatement period shall be 15 years after Project completion.

* * *

**City of North Kansas City, Missouri
(23rd & Swift Project)**

COST BENEFIT ANALYSIS
PLAN FOR INDUSTRIAL DEVELOPMENT PROJECT

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This information is provided based on the factual information and assumptions provided to Gilmore & Bell, P.C. by a party to or a representative of a party to the proposed transaction. This information is intended to provide factual information only and is provided in conjunction with our legal representation. It is not intended as financial advice or a financial recommendation to any party. Gilmore & Bell, P.C. is not a financial advisor or a "municipal advisor" as defined in the Securities Exchange Act of 1934, as amended.

Project Assumptions

- ◆ Initial year taxes assessed 2021
- ◆ Assessed value of land without project \$ -
- ◆ Assessed value of land with project \$ 158,707
- ◆ Annual investments in the new project

2021	\$	-
2022		37,800,000
2023		11,700,000
- ◆ Assessed value as a percentage of appraised value (real) 19.0%
- ◆ Bi-annual growth rate of appraised value of land 2.0%

- ◆ PILOT Schedule

2021	12,636.73
2022	12,636.73
2023	238,736.84
2024-2038	300,000.00

- ◆ TIF Capture Termination: December 7, 2032

Summary of Cost Benefit Analysis

Taxing Jurisdiction	Tax Rate	Projected Tax Revenues Without Project	Projected Tax Revenues With Project (Without Abatement)	Projected Payment in Lieu of Taxes*	Projected Tax Abatement	Payments in Lieu of Taxes Captured By TIF	Payments in Lieu of Taxes Distributed to Taxing Jurisdiction
State	0.0300	\$ -	\$ 45,406	\$ 17,950	\$ 27,456	\$ 10,037	\$ 7,912
County	0.1736	-	262,749	103,868	158,881	58,083	45,786
Mental Health	0.0942	-	142,575	56,362	86,213	31,517	24,845
Developmental Disability Board	0.1130	-	171,029	67,610	103,419	37,807	29,803
NKC 74 School District	6.2029	-	9,388,291	3,711,325	5,676,967	2,075,354	1,635,971
Clay County Public Health Center	0.0942	-	142,575	56,362	86,213	31,517	24,845
City	1.0416	-	1,576,496	623,211	953,285	348,496	274,715
Metropolitan Community College	0.2128	-	322,080	127,323	194,757	71,198	56,124
	7.9623	\$ -	\$ 12,051,200	\$ 4,764,010	\$ 7,287,190	\$ 2,664,010	\$ 2,100,000

*Captured by TIF until tax year 2032.

Projected Tax Revenues Without Project

Estimated Assessed Value of Land										
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Taxing Jurisdiction	Tax Rate per									
	\$100	2021	2022	2023	2024	2025	2026	2027	2028	2029
State	0.0300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
County	0.1736	-	-	-	-	-	-	-	-	-
Mental Health	0.0942	-	-	-	-	-	-	-	-	-
Developmental Disability Board	0.1130	-	-	-	-	-	-	-	-	-
NKC 74 School District	6.2029	-	-	-	-	-	-	-	-	-
Clay County Public Health Center	0.0942	-	-	-	-	-	-	-	-	-
City	1.0416	-	-	-	-	-	-	-	-	-
Metropolitan Community College	0.2128	-	-	-	-	-	-	-	-	-
	7.9623	\$ -								

Estimated Assessed Value of Land											
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Taxing Jurisdiction	Tax Rate per										Total
	\$100	2030	2031	2032	2033	2034	2035	2036	2037	2038	
State	0.0300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
County	0.1736	-	-	-	-	-	-	-	-	-	-
Mental Health	0.0942	-	-	-	-	-	-	-	-	-	-
Developmental Disability Board	0.1130	-	-	-	-	-	-	-	-	-	-
NKC 74 School District	6.2029	-	-	-	-	-	-	-	-	-	-
Clay County Public Health Center	0.0942	-	-	-	-	-	-	-	-	-	-
City	1.0416	-	-	-	-	-	-	-	-	-	-
Metropolitan Community College	0.2128	-	-	-	-	-	-	-	-	-	-
	7.9623	\$ -									

Projected Tax Revenues With Project (Without Abatement)

Estimated Assessed Value of Real Property	\$ 158,707	\$ 158,707	\$ 7,343,881	\$ 9,566,881	\$ 9,570,119	\$ 9,570,119	\$ 9,573,421	\$ 9,573,421	\$ 9,576,790	
Taxing Jurisdiction	Tax Rate per \$100									
	2021	2022	2023	2024	2025	2026	2027	2028	2029	
State	0.0300	\$ 48	\$ 48	\$ 2,203	\$ 2,870	\$ 2,871	\$ 2,871	\$ 2,872	\$ 2,872	\$ 2,873
County	0.1736	276	276	12,749	16,608	16,614	16,614	16,619	16,619	16,625
Mental Health	0.0942	150	150	6,918	9,012	9,015	9,015	9,018	9,018	9,021
Developmental Disability Board	0.1130	179	179	8,299	10,811	10,814	10,814	10,818	10,818	10,822
NKC 74 School District	6.2029	9,844	9,844	455,534	593,424	593,625	593,625	593,830	593,830	594,039
Clay County Public Health Center	0.0942	150	150	6,918	9,012	9,015	9,015	9,018	9,018	9,021
City	1.0416	1,653	1,653	76,494	99,649	99,682	99,682	99,717	99,717	99,752
Metropolitan Community College	0.2128	338	338	15,628	20,358	20,365	20,365	20,372	20,372	20,379
	7.9623	\$ 12,637	\$ 12,637	\$ 584,742	\$ 761,744	\$ 762,002	\$ 762,002	\$ 762,265	\$ 762,265	\$ 762,533

Estimated Assessed Value of Real Property	\$ 9,576,790	\$9,580,225	\$ 9,580,225	\$ 9,583,730	\$ 9,583,730	\$ 9,587,304	\$ 9,587,304	\$ 9,590,951	\$ 9,590,951		
Taxing Jurisdiction	Tax Rate per \$100										Total
	2030	2031	2032	2033	2034	2035	2036	2037	2038		
State	0.0300	\$ 2,873	\$ 2,874	\$ 2,874	\$ 2,875	\$ 2,875	\$ 2,876	\$ 2,876	\$ 2,877	\$ 2,877	\$ 45,406
County	0.1736	16,625	16,631	16,631	16,637	16,637	16,644	16,644	16,650	16,650	262,749
Mental Health	0.0942	9,021	9,025	9,025	9,028	9,028	9,031	9,031	9,035	9,035	142,575
Developmental Disability Board	0.1130	10,822	10,826	10,826	10,830	10,830	10,834	10,834	10,838	10,838	171,029
NKC 74 School District	6.2029	594,039	594,252	594,252	594,469	594,469	594,691	594,691	594,917	594,917	9,388,291
Clay County Public Health Center	0.0942	9,021	9,025	9,025	9,028	9,028	9,031	9,031	9,035	9,035	142,575
City	1.0416	99,752	99,788	99,788	99,824	99,824	99,861	99,861	99,899	99,899	1,576,496
Metropolitan Community College	0.2128	20,379	20,387	20,387	20,394	20,394	20,402	20,402	20,410	20,410	322,080
	7.9623	\$ 762,533	\$ 762,806	\$ 762,806	\$ 763,085	\$ 763,085	\$ 763,370	\$ 763,370	\$ 763,660	\$ 763,660	\$ 12,051,200

		Real Property Assessed Value									
		2021	2022	2023	2024	2025	2026	2027	2028	2029	
Land	158,707	158,707	158,707	161,881	161,881	165,119	165,119	168,421	168,421	171,790	
2022	37,800,000			7,182,000	7,182,000	7,182,000	7,182,000	7,182,000	7,182,000	7,182,000	
2023	11,700,000				2,223,000	2,223,000	2,223,000	2,223,000	2,223,000	2,223,000	
		158,707	158,707	7,343,881	9,566,881	9,570,119	9,570,119	9,573,421	9,573,421	9,576,790	
		2030	2031	2032	2033	2034	2035	2036	2037	2038	
Land	158,707	171,790	175,225	175,225	178,730	178,730	182,304	182,304	185,951	185,951	
2022	37,800,000	7,182,000	7,182,000	7,182,000	7,182,000	7,182,000	7,182,000	7,182,000	7,182,000	7,182,000	
2023	11,700,000	2,223,000	2,223,000	2,223,000	2,223,000	2,223,000	2,223,000	2,223,000	2,223,000	2,223,000	
		9,576,790	9,580,225	9,580,225	9,583,730	9,583,730	9,587,304	9,587,304	9,590,951	9,590,951	

Projected Payment in Lieu of Taxes

Estimated Assessed Value of Real Property		\$ 158,707	\$ 158,707	\$ 7,343,881	\$ 9,566,881	\$ 9,570,119	\$ 9,570,119	\$ 9,573,421	\$ 9,573,421	\$ 9,576,790
PILOT Payment		12,637	12,637	238,737	300,000	300,000	300,000	300,000	300,000	300,000
	Tax Rate per									
	\$100	2021	2022	2023	2024	2025	2026	2027	2028	2029
State	0.0300	\$ 48	\$ 48	\$ 900	\$ 1,130	\$ 1,130	\$ 1,130	\$ 1,130	\$ 1,130	\$ 1,130
County	0.1736	276	276	5,205	6,541	6,541	6,541	6,541	6,541	6,541
Mental Health	0.0942	150	150	2,824	3,549	3,549	3,549	3,549	3,549	3,549
Developmental Disability Board	0.1130	179	179	3,388	4,258	4,258	4,258	4,258	4,258	4,258
NKC 74 School District	6.2029	9,844	9,844	185,984	233,710	233,710	233,710	233,710	233,710	233,710
Clay County Public Health Center	0.0942	150	150	2,824	3,549	3,549	3,549	3,549	3,549	3,549
City	1.0416	1,653	1,653	31,231	39,245	39,245	39,245	39,245	39,245	39,245
Metropolitan Community College	0.2128	338	338	6,380	8,018	8,018	8,018	8,018	8,018	8,018
	7.9623	\$ 12,637	\$ 12,637	\$ 238,737	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000

Estimated Assessed Value of Real Property Acquired in 2019		\$ 9,576,790	\$ 9,580,225	\$ 9,580,225	\$ 9,583,730	\$ 9,583,730	\$ 9,587,304	\$ 9,587,304	\$ 9,590,951	\$ 9,590,951	
PILOT Payment		300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	
	Tax Rate per										
	\$100	2030	2031	2032	2033	2034	2035	2036	2037	2038	Total
State	0.0300	\$ 1,130	\$ 1,130	\$ 1,130	\$ 1,130	\$ 1,130	\$ 1,130	\$ 1,130	\$ 1,130	\$ 1,130	\$ 17,950
County	0.1736	6,541	6,541	6,541	6,541	6,541	6,541	6,541	6,541	6,541	103,868
Mental Health	0.0942	3,549	3,549	3,549	3,549	3,549	3,549	3,549	3,549	3,549	56,362
Developmental Disability Board	0.1130	4,258	4,258	4,258	4,258	4,258	4,258	4,258	4,258	4,258	67,610
NKC 74 School District	6.2029	233,710	233,710	233,710	233,710	233,710	233,710	233,710	233,710	233,710	3,711,325
Clay County Public Health Center	0.0942	3,549	3,549	3,549	3,549	3,549	3,549	3,549	3,549	3,549	56,362
City	1.0416	39,245	39,245	39,245	39,245	39,245	39,245	39,245	39,245	39,245	623,211
Metropolitan Community College	0.2128	8,018	8,018	8,018	8,018	8,018	8,018	8,018	8,018	8,018	127,323
	7.9623	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 4,764,010

Projected Tax Abatement

Estimated Assessed Value of Real Property \$ 158,707 \$ 158,707 \$ 7,343,881 \$ 9,566,881 \$ 9,570,119 \$ 9,570,119 \$ 9,573,421 \$ 9,573,421 \$ 9,576,790

Taxing Jurisdiction	Tax Rate per									
	\$100	2021	2022	2023	2024	2025	2026	2027	2028	2029
State	0.0300	\$ -	\$ -	\$ 1,304	\$ 1,740	\$ 1,741	\$ 1,741	\$ 1,742	\$ 1,742	\$ 1,743
County	0.1736	-	-	7,544	10,067	10,073	10,073	10,079	10,079	10,084
Mental Health	0.0942	-	-	4,094	5,463	5,466	5,466	5,469	5,469	5,472
Developmental Disability Board	0.1130	-	-	4,910	6,553	6,557	6,557	6,560	6,560	6,564
NKC 74 School District	6.2029	-	-	269,550	359,714	359,915	359,915	360,120	360,120	360,329
Clay County Public Health Center	0.0942	-	-	4,094	5,463	5,466	5,466	5,469	5,469	5,472
City	1.0416	-	-	45,263	60,404	60,437	60,437	60,472	60,472	60,507
Metropolitan Community College	0.2128	-	-	9,247	12,341	12,347	12,347	12,354	12,354	12,362
	7.9623	\$ -	\$ -	\$ 346,005	\$ 461,744	\$ 462,002	\$ 462,002	\$ 462,265	\$ 462,265	\$ 462,533

Estimated Assessed Value of Real Property Acquired in 2019 \$ 9,576,790 \$ 9,580,225 \$ 9,580,225 \$ 9,583,730 \$ 9,583,730 \$ 9,587,304 \$ 9,587,304 \$ 9,590,951 \$ 9,590,951

Taxing Jurisdiction	Tax Rate per										Total
	\$100	2030	2031	2032	2033	2034	2035	2036	2037	2038	
State	0.0300	\$ 1,743	\$ 1,744	\$ 1,744	\$ 1,745	\$ 1,745	\$ 1,746	\$ 1,746	\$ 1,747	\$ 1,747	\$ 27,456
County	0.1736	10,084	10,090	10,090	10,097	10,097	10,103	10,103	10,109	10,109	158,881
Mental Health	0.0942	5,472	5,475	5,475	5,479	5,479	5,482	5,482	5,485	5,485	86,213
Developmental Disability Board	0.1130	6,564	6,568	6,568	6,572	6,572	6,576	6,576	6,580	6,580	103,419
NKC 74 School District	6.2029	360,329	360,542	360,542	360,759	360,759	360,981	360,981	361,207	361,207	5,676,967
Clay County Public Health Center	0.0942	5,472	5,475	5,475	5,479	5,479	5,482	5,482	5,485	5,485	86,213
City	1.0416	60,507	60,543	60,543	60,579	60,579	60,616	60,616	60,654	60,654	953,285
Metropolitan Community College	0.2128	12,362	12,369	12,369	12,376	12,376	12,384	12,384	12,392	12,392	194,757
	7.9623	\$ 462,533	\$ 462,806	\$ 462,806	\$ 463,085	\$ 463,085	\$ 463,370	\$ 463,370	\$ 463,660	\$ 463,660	\$ 7,287,190

Projected Distribution of Payment in Lieu of Taxes

Payment in Lieu of Taxes Captured By TIF

Estimated Assessed Value of Real Property		\$ 158,707	\$ 158,707	\$ 7,343,881	\$ 9,566,881	\$ 9,570,119	\$ 9,570,119	\$ 9,573,421	\$ 9,573,421	\$ 9,576,790
PILOT Payment		12,637	12,637	238,737	300,000	300,000	300,000	300,000	300,000	300,000
	Tax Rate per									
Taxing Jurisdiction	\$100	2021	2022	2023	2024	2025	2026	2027	2028	2029
State	0.0300	\$ 48	\$ 48	\$ 900	\$ 1,130	\$ 1,130	\$ 1,130	\$ 1,130	\$ 1,130	\$ 1,130
County	0.1736	276	276	5,205	6,541	6,541	6,541	6,541	6,541	6,541
Mental Health	0.0942	150	150	2,824	3,549	3,549	3,549	3,549	3,549	3,549
Developmental Disability Board	0.1130	179	179	3,388	4,258	4,258	4,258	4,258	4,258	4,258
NKC 74 School District	6.2029	9,844	9,844	185,984	233,710	233,710	233,710	233,710	233,710	233,710
Clay County Public Health Center	0.0942	150	150	2,824	3,549	3,549	3,549	3,549	3,549	3,549
City	1.0416	1,653	1,653	31,231	39,245	39,245	39,245	39,245	39,245	39,245
Metropolitan Community College	0.2128	338	338	6,380	8,018	8,018	8,018	8,018	8,018	8,018
	7.9623	\$ 12,637	\$ 12,637	\$ 238,737	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000

Estimated Assessed Value of Real Property Acquired in 2019		\$ 9,576,790	\$ 9,580,225	\$ 9,580,225	\$ 9,583,730	\$ 9,583,730	\$ 9,587,304	\$ 9,587,304	\$ 9,590,951	\$ 9,590,951	
PILOT Payment		300,000	300,000	-	-	-	-	-	-	-	
	Tax Rate per										
Taxing Jurisdiction	\$100	2030	2031	2032	2033	2034	2035	2036	2037	2038	Total
State	0.0300	\$ 1,130	\$ 1,130	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,037
County	0.1736	6,541	6,541	-	-	-	-	-	-	-	58,083
Mental Health	0.0942	3,549	3,549	-	-	-	-	-	-	-	31,517
Developmental Disability Board	0.1130	4,258	4,258	-	-	-	-	-	-	-	37,807
NKC 74 School District	6.2029	233,710	233,710	-	-	-	-	-	-	-	2,075,354
Clay County Public Health Center	0.0942	3,549	3,549	-	-	-	-	-	-	-	31,517
City	1.0416	39,245	39,245	-	-	-	-	-	-	-	348,496
Metropolitan Community College	0.2128	8,018	8,018	-	-	-	-	-	-	-	71,198
	7.9623	\$ 300,000	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,664,010

Projected Distribution of Payment in Lieu of Taxes

Payment in Lieu of Taxes Distributed to Taxing Jurisdiction

Estimated Assessed Value of Real Property	\$ 158,707	\$ 158,707	\$ 7,343,881	\$ 9,566,881	\$ 9,570,119	\$ 9,570,119	\$ 9,573,421	\$ 9,573,421	\$ 9,576,790
PILOT Payment	-	-	-	-	-	-	-	-	-

Taxing Jurisdiction	Tax Rate per									
	\$100	2021	2022	2023	2024	2025	2026	2027	2028	2029
State	0.0300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
County	0.1736	-	-	-	-	-	-	-	-	-
Mental Health	0.0942	-	-	-	-	-	-	-	-	-
Developmental Disability Board	0.1130	-	-	-	-	-	-	-	-	-
NKC 74 School District	6.2029	-	-	-	-	-	-	-	-	-
Clay County Public Health Center	0.0942	-	-	-	-	-	-	-	-	-
City	1.0416	-	-	-	-	-	-	-	-	-
Metropolitan Community College	0.2128	-	-	-	-	-	-	-	-	-
	7.9623	\$ -								

Estimated Assessed Value of Real Property Acquired in 2019	\$ 9,576,790	\$ 9,580,225	\$ 9,580,225	\$ 9,583,730	\$ 9,583,730	\$ 9,587,304	\$ 9,587,304	\$ 9,590,951	\$ 9,590,951
PILOT Payment	-	-	300,000	300,000	300,000	300,000	300,000	300,000	300,000

Taxing Jurisdiction	Tax Rate per										Total
	\$100	2030	2031	2032	2033	2034	2035	2036	2037	2038	
State	0.0300	\$ -	\$ -	\$ 1,130	\$ 1,130	\$ 1,130	\$ 1,130	\$ 1,130	\$ 1,130	\$ 1,130	\$ 7,912
County	0.1736	-	-	6,541	6,541	6,541	6,541	6,541	6,541	6,541	45,786
Mental Health	0.0942	-	-	3,549	3,549	3,549	3,549	3,549	3,549	3,549	24,845
Developmental Disability Board	0.1130	-	-	4,258	4,258	4,258	4,258	4,258	4,258	4,258	29,803
NKC 74 School District	6.2029	-	-	233,710	233,710	233,710	233,710	233,710	233,710	233,710	1,635,971
Clay County Public Health Center	0.0942	-	-	3,549	3,549	3,549	3,549	3,549	3,549	3,549	24,845
City	1.0416	-	-	39,245	39,245	39,245	39,245	39,245	39,245	39,245	274,715
Metropolitan Community College	0.2128	-	-	8,018	8,018	8,018	8,018	8,018	8,018	8,018	56,124
	7.9623	\$ -	\$ -	\$ 300,000	\$ 2,100,000						

MEMORANDUM



TO: Mayor and City Council

FROM: Kim Nakahodo, Interim City Administrator

DATE: October 5, 2021

RE: Northgate Village Redevelopment Area and the Blume NKC Project

- Consideration of the Development Agreement
- Consideration of the Real Estate Sale Agreement

Previous Action

The original Northgate Village was identified as an area prime for redevelopment during the development of the City's 1996 Comprehensive Plan. The apartment complex consisted of 666 single-story "garden style" apartments built between 1947 and 1951 and had served a useful life for most of its 50 plus year existence. Unfortunately, the last years of the complex saw an increasing amount of deterioration which became an increasing problem for the community and surrounding neighborhoods. At the time, these apartments constituted approximately one-quarter of the city's residential population and spanned approximately 56 acres. Because the apartment complex represented a substantial portion of the city's residential community, the City decided to take the significant step of designating the area for redevelopment purposes.

TIF Plan

In 1996, the City authorized the formation of the North Kansas City TIF Commission to help finance the Northgate Redevelopment project. In 1999 the City issued a Request for Proposals and selected the development team of Hunt-Midwest Enterprises and The Rainen Companies. The City was impressed with the proposal featured a mixed-use redevelopment that included single-family homes, townhomes, a retail sites along Burlington St., senior apartments, and multiple styles of apartment living. This proposal met many of the goals in the City's Master Plan including increasing homeownership and increasing residential options – specifically senior housing.

Beginning in 2000, the City attempted to purchase the Northgate Village property through negotiation but was unable to do so. In the Spring of 2001, the City initiated condemnation proceedings. In November of 2002, the City settled with the landowner for the final purchase price of \$14 million dollars.

The development agreement for the Northgate TIF (2000) established an eight-year time frame for the redevelopment. However, that schedule could not begin until the City took possession of the property, which occurred in 2002. Therefore the development timeline ran to January 29, 2010. Demolition of the original 666 unit apartment complex was completed in 2005.

The property along Burlington Street, north of E. 29th Avenue was identified for commercial development by Hunt-Midwest Enterprises. The only completed commercial development was the former Ruby Tuesday restaurant at 2909 Burlington. An adjacent site was sold to Russell Stover for a retail store but no construction was ever undertaken. The Russell Stover site was repurchased by the City in 2018. The City is owner of the Project site of approximately 2.77 acres along Burlington and between East 29th Avenue and East 32nd Avenue.

City RFP Process

A request for proposal for a new developer of the commercial property was issued in September 2020. The City accepted the proposal of Box Real Estate Development (the "Developer") and entered into negotiations with the Developer for the sale and development of the property. Now before the Council are the fully negotiated agreements.

Consideration of the Development Agreement & Real Estate Sale Agreement

The major business terms of the agreements are as follows:

- The Developer will pay the City a purchase price of \$3.00 per square foot (estimated to be \$361,984) for the property. The proceeds of this sale will be allocated to the Northgate Capital Project Fund, which serves as the TIF Special Allocation Fund to reimburse the City's financial investment into the TIF area.
- The Project will be not less than (i) 26 residential units and (ii) a minimum of 25,000 square feet of commercial space, which may be located in vertical mixed use townhomes, vertical mixed-use retail office buildings and vertical mixed use retail flats and which may be platted as townhomes, including ground floor commercial space.
- The current development budget is estimated to be approximately \$21 million, to be financed by the Developer with private debt and equity.

- Construction requirements will be in compliance with the TIF design guidelines.
- This Project includes a Chapter 100 property tax abatement for ten years. Upon completion of the Project the City will receive an annual payment of approximately \$151,000 payment in lieu of tax (PILOT) for 10 years. The PILOT payments are detailed in Exhibit B of the Development Agreement. The City will receive the full PILOT payment until the Northgate TIF expires in December 2032. The City and other taxing jurisdictions will split the PILOT payments for the remaining one year of the Chapter 100 abatement.
- The City will have no liability or financial risk with respect to payment of the Chapter 100 Bonds, since the bonds are payable solely from lease payments of the Developer. All of the Chapter 100 bonds will be purchased by the Developer and will not be sold to the public.
- Under the Development Agreement the City Council agrees to approve the Chapter 100 bonds prior to the beginning of construction. This will be done at a later date by a separate ordinance approved by the City Council.
- As part of the Chapter 100 bond issuance, the Developer will receive a sales tax exemption on construction materials used to construct the Project.
- There is an extensive due diligence and City approval process that must be completed by the Developer prior to the Chapter 100 bond issuance. In the event the Developer does not proceed with the Project the City will have the right to repurchase the property for the original purchase price.
- The Developer will have to follow the City's regular process relating to zoning, planning, TIF Commission design review, and other governmental approvals.
- The closing date for the Project is expected to occur in Spring, 2022. The Project site will transfer to the Developer at closing.
- The City will have no financial liability for cost overruns or any other Developer obligations.
- The City and the Developer will execute two agreements: the Real Estate Sale Agreement and the Development Agreement.

Staff recommends the approval of the Development Agreement and the Real Estate Sale Agreement.

Please let me know if you have any questions or comments.

AN ORDINANCE ADOPTING AND APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF NORTH KANSAS CITY, MISSOURI AND BLUME NKC LLC FOR A CERTAIN DEVELOPMENT PROJECT IN THE CITY; AND APPROVING A REAL ESTATE SALE AGREEMENT BETWEEN THE CITY AND BLUME NKC LLC.

WHEREAS, the City of North Kansas City, Missouri (the “**City**”) is a body corporate, a third class city and political subdivision of the State of Missouri, duly created, organized and validly existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, the City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (“**Chapter 100**”), to purchase, construct, extend and improve certain projects and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, research and development, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable; and

WHEREAS, the City is owner of certain real property consisting of approximately 2.77 acres and located generally along Burlington and between East 29th Avenue and East 32nd Avenue in the City of North Kansas City, Missouri (the “**Project Site**”); and

WHEREAS, Blume NKC LLC (the “**Company**”) proposes a project for sale to the City and leaseback or lease to the City and leaseback to the Company by the City and development under Chapter 100, consisting of the Project Site and construction materials necessary to the construction and improvement of the Project Site (collectively, the “**Project**”); and

WHEREAS, the City finds that the Project serves a public purpose in that it will promote economic development in the City and serve as a catalyst for additional investment and development; and

WHEREAS, the City and the Company propose to enter into a Real Estate Sale Agreement (the “**Purchase Agreement**”) for the sale of the Project Site to the Company; and

WHEREAS, the City and the Company desire to enter into a Development Agreement for the purpose of setting forth the covenants, agreements and obligations of the City and the Company with respect to the Project and the Project Site.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORTH KANSAS CITY, MISSOURI, AS FOLLOWS:

Section 1. Authorization of Development Agreement. The City Council does hereby find and determine that it is in the best interests of the City of North Kansas City, Missouri to enter into a Development Agreement with Blume NKC LLC for the redevelopment of certain real

property within the City for the purpose, among other things, of constructing and improving infrastructure, reducing underutilized property in the City, fostering economic activity within the City and generally undertaking those things in the Development Area that would be in the best interests of the City by furthering the health, safety and welfare of its residents and citizens. The City Council does hereby authorize the City to enter into the Development Agreement with Blume NKC LLC for the purposes and under the terms described therein, which Agreement shall be in substantially the form of “**Exhibit 1**”, attached hereto and incorporated herein by reference.

Section 2. Authorization of Purchase Agreement. The City Council does hereby further find and determine that it is in the best interests of the City of North Kansas City, Missouri to enter into a Real Estate Sale Agreement (the “**Purchase Agreement**”) with Blume NKC LLC for the City’s sale and the Company’s purchase of the real estate and related assets described in the Purchase Agreement, at the price and on the terms and conditions set forth therein. The City Council does hereby authorize the City to enter into the Purchase Agreement with Blume NKC LLC for the purposes and under the terms described therein, which Purchase Agreement shall be in substantially the form of “**Exhibit 2**”, attached hereto and incorporated herein by reference.

Section 3. Approval of Provisions of Development Agreement and the Purchase Agreement. The provisions of the Development Agreement and the Purchase Agreement are hereby approved and adopted by the City Council of the City of North Kansas City, Missouri. The Mayor and the City Clerk are hereby authorized and directed to execute both the Development Agreement and the Purchase Agreement on behalf of the City of North Kansas City, Missouri.

Section 4. Further Authority. The City shall, and the mayor, city clerk, city officials, legal counsel and employees of the City are hereby authorized and directed to take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 5. Severability. The sections, paragraphs, sentences, clauses and phrases of this Ordinance shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of this Ordinance are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 6. Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 7. Effective Date. This Ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor.

[remainder of page intentionally left blank]

PASSED this 5th day of October, 2021.

Bryant DeLong, *Mayor*

ATTEST:

Crystal Doss, *City Clerk*

APPROVED this 5th of October, 2021.

Bryant DeLong, *Mayor*

APPROVED AS TO FORM:

Anthony W. Bologna, *City Attorney*

Thomas E. Barzee, Jr., *City Counselor*

EXHIBIT “1”

EXECUTION COPY

DEVELOPMENT AGREEMENT

by and between

CITY OF NORTH KANSAS CITY, MISSOURI

and

BLUME NKC LLC

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is dated as of _____, 2021 (“**Effective Date**”), by and between the **CITY OF NORTH KANSAS CITY, MISSOURI**, a third-class city and municipal corporation duly organized and existing under the laws of the State of Missouri (the “**City**”) and **BLUME NKC LLC**, a Missouri limited liability company (the “**Company**”).

RECITALS

A. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (“**Chapter 100**”), to purchase, construct, extend and improve certain projects and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, research and development, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

B. The City is owner of certain real property consisting of approximately 2.77 acres and located generally along Burlington and between E. 29th Avenue and E. 32nd Avenue in the City of North Kansas City, Missouri, which is legally described in **Exhibit A** attached hereto and incorporated herein (the “**Project Site**”).

C. The Company proposes a project for sale to the City and leaseback or lease to the City and leaseback to the Company by the City and development under Chapter 100, consisting of the Project Site and construction materials necessary to the construction and improvement of the Project Site as described in Article II below (collectively, the “**Project**”).

D. The City finds that the Project serves a public purpose in that it will promote economic development in the City and serve as a catalyst for additional investment and development.

E. The City and the Company entered into a Real Estate Sale Agreement of even date herewith (the “**Purchase Agreement**”) for the sale of the Project Site to the Company.

F. By Ordinance No. _____ passed on _____, the City Council has authorized the City’s execution of this Agreement.

G. The parties desire to enter into this Agreement for the purpose of setting forth the covenants, agreements and obligations of the City and the Company with respect to the Project and the Project Site.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement hereby agree for the Term of this Agreement as follows:

ARTICLE I
Definitions and Construction

1.1 **Definitions.** Unless the context or use clearly indicates another or a different meaning or intent, for purposes of this Agreement the following definitions shall apply to the following capitalized word or phrase:

“**ADA**” shall have the meaning set forth in Section 2.8.

“**Applicable Laws**” shall mean any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, City Code, code interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, design guidelines, directive, policies, requirement or decision of or agreement with or by the City or other governmental bodies.

“**Bonds**” or “**Chapter 100 Bonds**” shall mean industrial development revenue bonds issued by the City pursuant to Chapter 100 in order to provide for financing of a portion of the Project, to allow the Project to be exempt from ad valorem property taxes (subject to the payment of PILOTs, as described in Section 3.2), and to allow purchases of construction materials financed by the Chapter 100 Bonds to be exempt from all state and local sales taxes.

“**Bond Counsel**” shall have the meaning set forth in Section 4.5(a).

“**Bond Closing**” shall have the meaning set forth in Section 4.1.

“**Bond Issuance Diligence Approval Date**” shall have the meaning set forth in Section 2.4.

“**CERCLA**” shall have the meaning set forth in Section 7.28(d).

“**Chapter 100**” shall have the meaning given in Recital A.

“**Chapter 100 Plan**” shall mean the Chapter 100 plan (including any amendments thereto) for the Project and the issuance of the Bonds.

“**City**” shall mean the City of North Kansas City, Missouri, a third-class city and municipal corporation duly organized and existing under the laws of the State of Missouri.

“**City Administrator**” shall mean the City Administrator (or his/her designee) of the City.

“**City Code**” shall mean the building, construction and zoning codes of the City and all other applicable laws and regulations of the City which are applicable to the Project.

“**City Council**” shall mean the governing body of the City.

“**Closing**” shall have the meaning set forth in the Purchase Agreement.

“**Closing Date**” shall mean the date on which the Closing occurs.

“Closing or Post-Closing Activities” shall have the meaning set forth in Section 2.4.

“Commercial Facility” shall mean a facility comprised of buildings and improvements in accordance with Article II hereof for not less than (i) a minimum of twenty-six (26) residential units and (ii) a minimum of twenty-five thousand (25,000) square feet of commercial space, which may be located in vertical mixed use townhomes, vertical mixed-use retail office buildings and vertical mixed use retail flats and which may be platted as townhomes, including ground floor commercial space within such structures, and the Parking Improvements, to be operated for profit by the Company in accordance with this Agreement.

“Company” shall mean Blume NKC LLC, a Missouri limited liability company and its successors and permitted assigns.

“Completion Guarantor” shall mean such guarantor or guarantors as the lender or equity investor(s) require with respect to completion of the Project.

“County” shall mean Clay County, Missouri.

“Cure Period” shall have the meaning set forth in Section 6.1(a).

“Development Plan” shall have the meaning set forth in Section 2.1.

“Development Schedule” shall have the meaning set forth in Section 2.4.

“Effective Date” shall have the meaning set forth in the preamble to this Agreement.

“Events of Default” or **“Default”** shall have the meaning set forth in Section 6.1.

“Financing Documents” shall have the meaning set forth in Section 2.4(e).

“Force Majeure” shall have the meaning set forth in Section 7.21.

“GMP” shall have the meaning set forth in Section 2.4(e)(ii).

“Governmental Approvals” shall have the meaning set forth in Section 2.4(a).

“Infrastructure” shall mean the “horizontal” or surface and subsurface improvements to service the Project improvements constructed and installed within, upon, and beneath the Project Site, including, but not limited to, open space design, conduits, sanitary and storm sewer lines, storm drainage and other utilities, and streetscape, all of which infrastructure shall be consistent with the studies prepared pursuant to the Development Plan and City Code.

“Latest Permissible Bond Closing Date” shall have the meaning set forth in Section 4.1.

“Lease” shall mean a lease agreement entered into between City, as landlord, and the Company, as tenant, for the lease of the Project, which lease shall be substantially in the form of the agreement in the Bond Documents.

“**Member**” or “**Members**” shall have the meaning ascribed to such term in the Operating Agreement of the Company.

“**Option Purchase Price**” shall have the meaning set forth in Section 6.2(b).

“**Parking Improvements**” shall mean at least 158 ground level or structured parking improvements the Company constructs for the Project (unless a smaller amount of parking spaces is permitted by City Code).

“**Parties**” shall mean the City and the Company.

“**PILOT**” shall have the meaning set forth in Section 3.2(a).

“**Plat**” shall have the meaning set forth in Section 2.4(d).

“**Project**” shall have the meaning given in Recital C.

“**Project Lender**” shall mean any lender providing financing for the construction of the Project which is secured by a first priority deed of trust.

“**Project Site**” shall mean the property legally described in Exhibit A attached hereto.

“**Project Site Interests**” shall have the meaning set forth in Section 6.2(b).

“**Process**” shall have the meaning set forth in Section 2.5.

“**Substantial Completion**” and “**Substantially Complete**” shall have the meaning set forth in Section 2.6.

“**Term**” means the period beginning on the Effective Date and ending on the second anniversary of the Effective Date; provided, however, that if the Bond Closing occurs, the Term shall automatically be extended and shall continue until the expiration of any period of tax abatement associated with the Development Plan.

“**TIF Commission**” means the Tax Increment Financing Commission of the City of North Kansas City, Missouri.

“**TIF Plan**” means the Northgate Village Tax Increment Financing Plan, as amended from time to time.

1.2 **Construction.** As used herein, words of any gender shall be deemed and construed to include correlative words of each other gender, and unless the context otherwise requires, the singular shall include the plural and vice-versa.

ARTICLE II
The Project and Development Process

2.1 **Description of Project.** The Project will be the Commercial Facility (including the Parking Improvements). The Project will be designed, developed and constructed as a mixed use (residential over commercial/service) development where dwelling units are accommodated on upper stories or otherwise separated from the principal commercial function of each building, to include amenities for its residential units consistent with a Class A residential apartment project, including but not limited to the following amenities: (a) in-unit washer/dryer, refrigerator, oven/range, and microwave, (b) attached motor vehicle garages, and (c) ground level commercial space of a minimum of 250 square feet per unit. The Company shall have the sole right to plan, design and carry out the Project in such manner as the Company shall determine to be necessary or desirable, provided, however, that the Project is in substantial accordance and compliance with this Agreement, applicable City Code, the TIF Plan, any covenants or restrictions of record and the final development plan with respect to the Project approved by the City's Planning Commission and the City Council, as applicable, (the "**Development Plan**").

2.2 **Infrastructure.** In connection with the construction of the Project, the Company shall complete the Infrastructure. The Infrastructure will be constructed in a manner that the Project is connected to the City's fiber optic network. The Company hereby agrees to construct, or cause to be constructed, the Infrastructure in substantial accordance and compliance with this Agreement, the City Code, and the Development Plan.

2.3 **No Acquisition or Eminent Domain for Project.** It is not contemplated by Company that the acquisition or termination of any real property rights from any third parties is necessary for the acquisition, construction, installation and maintenance of the Project or any public improvements associated therewith.

2.4 **Closing or Post-Closing Activities.** Prior to Closing, or within one hundred fifty (150) days following the Closing, the Company shall complete the following activities for the Project (collectively, the "**Closing or Post-Closing Activities**"):

(a) Company, at the Company's cost and expense, shall, prepare a construction, development, permit and governmental approval schedule ("**Development Schedule**") for the Project pertaining to the matters to be set forth in the Development Plan. Such Development Schedule shall be submitted to the City for approval and shall identify, generally, the permits, land use approvals, zoning requirements and related regulatory review requirements necessary to implement the Project ("**Governmental Approvals**").

(b) The Company or its consultants shall prepare designs for Infrastructure for the Project, if and when required by City Code for development of the Project.

(c) (i) The Company will prepare the Development Plan for the Project, which Development Plan will be reviewed and approved by the City and any constituent body thereof from which approval of the Development Plan is required by City ordinance or under the City Code. The Development Plan shall provide a complete description of the Project, including generally, such things as are required to secure all permits from the City

for the Project Site that is the subject of the Development Plan. Notwithstanding the foregoing, any future amendment to the approved Development Plan shall be subject to the review and approval of the City in accordance with City ordinance or City Code.

(ii) The Parties shall periodically (at least every sixty (60) days after the Closing or such other regular period mutually acceptable to the Parties) review the Development Schedule to ensure it is accurate in light of market conditions and, in the event the Parties determine the Development Schedule is not accurate in light of such market conditions, the Development Schedule shall be amended in writing by agreement of the Parties, consent to which shall not be unreasonably withheld, conditioned or delayed.

(d) The Company, at the Company's sole cost and expense, will prepare a plat or plats for the Project in accordance with applicable City ordinances (each a "**Plat**" and together the "**Plats**") and submit the Plats to the City for approval (which may be done as part of the Development Plan application and approval process) in accordance with the City Code. The Plats shall be consistent with the Development Plan. The Plats, and any subsequent rezoning or plat applications related to the Project, shall be prepared, filed and, as applicable, recorded by the Company, at the sole cost and expense of the Company. Any future amendment to the approved Plats shall be subject to the review and approval of the City, consent to which shall not be unreasonably withheld, conditioned or delayed.

(e) As a condition precedent to the obligations of the City to issue the Bonds and execute the Lease, the Company shall provide to the City, on or before the dates identified below, true and correct copies of the following documents in form and content satisfactory to the City, each to be reviewed and approved by the City in its sole and absolute discretion as a condition to the City's obligation to issue the Bonds (the "**Financing Documents**"):

(i) Financial statements demonstrating the Company has the equity adequate to complete the Project (when combined with the construction loan proceeds), which the Company shall provide to the City at least thirty (30) days prior to the date proposed for the Bond Closing;

(ii) A guaranteed maximum price construction contract for the Project ("**GMP**"), which the Company shall provide to the City at least ten (10) days prior to the date proposed for the Bond Closing;

(iii) Confirmation that construction loan documents are ready to close and immediately fund the Project, which together with Company equity and all other sources of financing, meet or exceed, in the aggregate, the GMP and the cost of furnishing and equipping the Project, which the Company shall provide to the City at least ten (10) days prior to the date proposed for the Bond Closing;

(iv) A payment bond in an amount equal to the GMP naming City, Company, and/or its lender as obligees, the form of which the Company shall provide to the City at least thirty (30) days prior to the date proposed for the Bond Closing;

(v) Liability, casualty, workers compensation, and other insurance in types and amounts obtained on similar projects in the Kansas City metropolitan area, which the Company shall provide to the City at least thirty (30) days prior to the date proposed for the Bond Closing (which may be policies held by the general contractor or the Company);

(vi) The identity of the members, partners, officers and principal executives or other key personnel or investors of Company and any transfers of interests among such parties, which the Company shall provide to the City at least thirty (30) days prior to the date proposed for the Bond Closing;

(vii) Such other financial due diligence as requested by the City and the City shall have the right to have its outside financial consultant confidentially conduct full financial due diligence relating to Company, and the other Financing Documents, which the Company shall provide to the City at least thirty (30) days prior to the date proposed for the Bond Closing; provided such outside financial consultant executes a confidentiality agreement in form and substance reasonably acceptable to Company;

(viii) The identity of the Completion Guarantor and evidence reasonably satisfactory to the City's outside financial consultant that the Completion Guarantor will be required to deliver a completion guaranty for the Project to the lender providing the construction loan for the Project and/or the Company's equity investors which the Company shall provide to the City at least ten (10) days prior to the date proposed for the Bond Closing; .

(ix) An updated Development Schedule, which the Company shall provide to the City at least thirty (30) days prior to the date proposed for the Bond Closing; and

(x) Complete sources and uses allocation for the Project, including the Infrastructure costs in form and substance reasonably satisfactory to the City's outside financial consultant which the Company shall provide to the City at least ten (10) days prior to the date proposed for the Bond Closing.

Completion of the foregoing to the City's satisfaction must occur no later than the number of days prior to the date proposed for the Bond Closing respectively identified for each of the foregoing items (i) through (x) (as to each of the foregoing items (i) through (x), respectively, the "**Bond Issuance Diligence Approval Date**").

2.5 **Development Process.** Prior to or following the Closing (as applicable), Company shall perform the following undertakings in accordance with the process ("**Process**") set forth below:

(a) Company shall exercise commercially reasonable efforts to obtain all Governmental Approvals for the Project.

(b) Company shall: (i) commence construction of the Project improvements within one hundred twenty (120) days following the Closing Date; and (ii) Substantially Complete construction of the Project on or before twenty-four (24) months following the commencement of construction.

(c) The Company agrees that it will enter into the necessary contracts with contractors for the Project improvements and cause those contracts to provide that all work performed under such contracts be in accordance with the Development Plan and this Agreement.

(d) Commencing upon the date construction of the Project improvements begins and thereafter on a bi-annual basis until Substantial Completion of the Project, the Company shall prepare and deliver to the City a written update regarding the status of the Process for the Project which is then subject to the Process by Company at the time of delivering the status update. The Parties shall meet on an as-needed basis to discuss the Project status report.

2.6 Certificates of Substantial Completion. Within sixty (60) days after Substantial Completion of the Project in accordance with the provisions of this Agreement, the Company will submit to the City a Certificate of Substantial Completion for the City's approval. "**Substantial Completion**" or "**Substantially Complete**" shall mean that the Company shall have been granted a certificate of occupancy by the City building official and shall have completed all work as required by this Agreement with respect to the Project. The City shall, within ten (10) days following delivery of the Certificate of Substantial Completion, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. The City's execution of the Certificate of Substantial Completion shall constitute evidence of the satisfaction of the Company's agreements and covenants to construct the Project; provided, however, that the issuance of the Certificate of Substantial Completion shall not relieve Company of its other obligations under this Agreement and which shall continue to survive until the end of the Term unless otherwise specifically stated herein.

2.7 Project Zoning, Planning, Platting, and Construction.

(a) Conformance with Agreement. The Project shall be developed, and the Project constructed in accordance with this Agreement and Applicable Laws.

(b) Zoning, Planning and Platting. The City and the Company agree to collaborate on any zoning, planning, and platting applications submitted in accordance with Applicable Laws by the Company in due course and good faith. The Project Site is currently zoned C-3, General Business.

(c) Construction Plans. The Company shall submit Construction Plans for any portion of the Project it elects to construct for review and approval pursuant to the City's Code. Construction Plans may be submitted in phases or stages. All Construction Plans shall be in sufficient completeness and detail to show that construction will be in conformance with the Project and this Agreement.

(d) Construction Permits and Approvals. Before commencement of construction or development of any buildings, structures or other work or improvements by the Company, the Company, shall, at its own expense, secure or cause to be secured any and all permits and approvals which may be required by Applicable Laws, the City and any other governmental agency having jurisdiction as to such construction, development or work. Such permits and approvals may be obtained by the Company in phases corresponding to particular stages of construction. The City shall cooperate with and provide all usual assistance to the Company in securing these permits and approvals, and shall diligently process, review, and consider all such permits and approvals as may be required by Applicable Law; except provided that the City shall not be required to issue any such permits or approval for any portion of the Project not in conformance with this Agreement or Applicable Law.

(e) No Waiver. Nothing in this Agreement shall constitute a waiver of the City's right to consider and approve or deny Governmental Approvals pursuant to the City's regulatory authority as provided by City's unified building code and applicable state law. The Company acknowledges that satisfaction of certain conditions contained in this Agreement may require the reasonable exercise of the City's discretionary zoning authority by the City Council in accordance with the City's zoning ordinance and Applicable Laws.

(f) Periodic Review. The City shall have the right to review in a monthly project team meeting the design and construction of the Project to determine that it is being designed, constructed and completed in accordance with this Development Agreement, the Development Plan, the Construction Plans, and all Applicable Laws. If the Project is not being designed or constructed in accordance with this Development Agreement, the Development Plan, the Construction Plans, or all Applicable Laws, after consulting with the Company, the City shall promptly deliver written notice to the Company and the Company shall promptly correct such deficiencies.

2.8 **ADA.** The Company shall construct the Project in compliance with and otherwise comply with the provisions of the Americans with Disabilities Act ("ADA"), 42 U.S.C. A Section 1201, et seq., as amended from time to time, and regulations promulgated under the ADA, including, without limitation, 28 C.F.R. Part 35 and 29 C.F.R. Part 1630.

2.9 **Use Restrictions.** Company and its successors and assigns and every successor in interest to all or any part of the Project Site shall, upon acceptance of title or any other interest thereto, including but not limited to the leasehold interest created under the Lease:

(a) devote all uses of the Project Site in accordance with and subject to the provisions regarding use set forth in the Development Plan for the term of any tax abatement thereunder; and

(b) not discriminate on the basis of race, color, religion, sexual orientation, family status, handicap, sex or natural origin in the sale, lease or rental or in the use or occupancy of all or any part of the Project Site in perpetuity;

(c) restrict use of the Project Site to prohibit any use of the Project Site for: adult book and video stores, community correctional facilities, half-way houses, drug or alcohol rehabilitation facilities, used car lots, multi-game, casino-style gambling facilities, commercial billboards, vape stores, vaping parlors, tattoo shops, pawn shops, payday lenders; and

(d) comply with the terms of the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements Affecting Property within the Northgate Retail Center filed September 22, 2020 in the Office of the Recorder of Deeds for Clay County, Missouri under Document No. 2020034897, in Book 8807 at Page 35.

It is intended and agreed that the covenants provided in this Section 2.9 shall be set forth in a separate covenant and restriction, which at the option of the City is to be filed of record running with the land, notwithstanding the expiration of the Term (in which case the covenants in (b) and (c) provided in this Section 2.9 shall continue nonetheless) binding to the fullest extent permitted by law and equity for the benefit and in favor of and enforceable by: the City, its successors and assigns, any successor in interest in the Project Site or any part of the Project Site, the owner of any other real estate or of any interest in real estate that is subject to the real estate use requirements and restrictions required hereunder, and the United States, against the Company, its successors and assigns, and every successor in interest to the Project Site, or any part thereof or any interest therein, and any party in possession or occupancy of the Project Site or any part thereof.

2.10 Rights of Access. Representatives of the City shall have the right to access the Project, without charges or fees, at normal construction hours during the period of construction, for the purpose of ensuring compliance with this Agreement, including, but not limited to, the inspection of the work being performed in constructing, renovating, improving, equipping, repairing and installing the Project, and the right to order a work stoppage for any violation of this Agreement or Applicable Law, so long as it complies with all safety rules. Except in case of emergency, prior to any such access, such representatives of the City will check in with the on-site manager. Such representatives of the City shall carry proper identification, shall insure their own safety, assuming the risk of injury, and shall not interfere with the construction activity, except pursuant to Applicable Law.

2.11 Encumbrances and Liens. The Company agrees that no mechanics' or other liens shall be established or remain against the Project for labor or materials furnished in connection with the acquisition, construction, additions, modifications, improvements, repairs, renewals or replacements. However, the Company shall not be in default if mechanics' or other liens are filed or established and the Company contests in good faith said mechanics' liens and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom.

ARTICLE III Obligations of the City

3.1 Bonds. Subject to (i) the Company's compliance with its obligations for delivery of the Financing Documents prior to the Bond Issuance Diligence Approval Date, (ii) the

requirements of Chapter 100 and (iii) approval by the City Council of the Chapter 100 Plan for the Project and of the issuance of the Bonds, the City shall issue the Bonds as follows:

(a) The proceeds of the sale of the Bonds shall be used to reimburse the Company for costs of the Project, including the acquisition of the Project Site and the costs of construction materials purchased by the Company on behalf of the City as part of the Project;

(b) The proceeds of the Bonds shall be used for any purpose related to the Project permitted under Chapter 100 and contained in the Company's Chapter 100 Plan;

(c) The Bonds shall be issued in accordance with Chapter 100, shall be purchased by the Company (and may not be sold or transferred by the Company to any person or entity other than to a permitted transferee of the Project contemporaneously with the Project's transfer to such permitted transferee pursuant to Section 7.3 hereof, subject at all times to the terms of the Chapter 100 bond indenture) and be revenue bonds secured and repaid solely from rents payable by the Company under the Lease (nothing herein shall prevent the Company from pledging or collaterally assigning the Bonds to a Project lender.

3.2 **Project Site Tax Exemption.**

(a) So long as the City owns title to the Project, the City expects that the Project will be exempt from ad valorem taxes until ten (10) years following the year of Substantial Completion of the Project. The first year of such exemption period for purposes of this Agreement shall begin on January 1 of the calendar year of the Closing Date. The Company covenants and agrees that, during each year the Project is exempt from ad valorem taxes (but not any applicable levee tax) by reason hereof, the Company will make annual payments in lieu of taxes to the City (each such payment, a "PILOT") as described in Section 3.2(b). The City and the Company hereby agree that the tax abatement provided by this Agreement shall only apply to property financed with the proceeds of the Bonds (i.e., property constituting a part of the Project) and shall not apply to property not financed with proceeds of the Bonds.

(b) The Company covenants and agrees to make PILOT payments to the City on or before each December 31, commencing December 31 of the first (1st) calendar year of the tax exempt period described in Section 3.2(a), in the amounts, and in the years, calculated set forth in **Exhibit B** attached hereto. The PILOT payments shall be distributed by the City as set forth and provided in the TIF Plan and following termination of the TIF Plan to the taxing jurisdictions in proportion to the amount of taxes which would have been paid in each year had the Project not been exempt from taxation pursuant to the issuance of the Chapter 100 Bonds.

(c) If the Company fails to operate the Project as a multifamily and commercial facility (which means making multifamily and commercial space available for rent, and alternatively with respect to the commercial space only, includes occupancy and operation of commercial space by the Company), other than temporary closures customary in the applicable industry, then in addition to any other remedies that may be available to the City

under the Lease or hereunder, the PILOTS required by this Section 3.2 shall be increased to an amount equal to 100% of the ad valorem taxes that would otherwise have been due on the Project during each year following such failure, including the year in which the failure occurs, and during which the Project is exempt from ad valorem property taxes as provided herein.

(d) Nothing in this Agreement shall be construed to require the Company to make duplicate tax payments. The Company shall receive a credit hereunder to such extent it has made any payment for ad valorem taxes on the Project to the County for years in which a PILOT is due under Exhibit B.

(e) The City and the Company hereby agree that the property tax exemptions described in this Agreement shall not apply to special assessments or levee taxes and shall not serve to reduce or eliminate any other licenses, permits, or fees owing to the City or any other taxing jurisdiction with respect to the Project. The Company hereby agrees to make payments with respect to all special assessments, levee taxes, licenses, permits, and fees which would otherwise be due with respect to the Project if such Project was not owned by the City.

3.3 **Sales Tax Exemption.**

(a) The City will cooperate with the Company and will assist the Company as it seeks all approvals and certifications required to cause all purchases of construction materials financed by the Chapter 100 Bonds to be purchased and titled in such a fashion as to be exempt from all state and local sales taxes.

(b) The City will issue a City sales tax exemption certificate for construction materials and the City shall provide such other documentation as may be necessary from time to time to effect said sales tax exemption. If the Chapter 100 Bonds are not issued, there shall be no sales tax exemption, and sales taxes will be due and owing on any construction materials purchased as part of the Project. Any sales taxes assessed against such construction materials shall be paid by Company.

(c) On or promptly after the date of the Bond Closing, the City shall upon the request of the Company issue a City sales tax exemption certificate for construction materials to be incorporated into the Project at the Project Site. The Company shall use the exemption certificate only for the purposes specified in the exemption certificate and shall not use the exemption certificate for the purchase of any personal property other than construction materials. The Company shall indemnify and defend the City and its respective officers, employees and agents against and from any and all causes of action or actions in law or equity, liens, claims, damages, loss, costs or expenses of any nature whatsoever by any person or entity, arising out of the City's furnishing of the exemption certificate.

3.4 **Permitting and Approval Assistance.** From and after the Effective Date of this Agreement, subject to the City Code, City ordinances and policies, the City shall assist and support the Company in obtaining all permits and approvals that are sought by the Company in connection

with the Project that may be available to the Company from time to time in connection with the Project. To the extent the Project specifications contained in this Agreement conflict with the Development Plan, this Agreement shall control. The City will not unreasonably withhold any consent or approval required by any City ordinance, code, regulation or any other governmental approval required by law related to the Project; *provided that* nothing herein shall be construed to obligate the City, acting as a party hereto, to (a) grant permits or other approvals the City would not be obligated to grant, acting as a political subdivision, absent this Agreement or (b) waive or reduce costs and fees for licenses, permits, or other approvals which may be due or may become due with respect to the Project.

ARTICLE IV **Closing**

4.1 **Bond Closing.** Subject to the completion of the contingencies set forth in Section 4.6, the issuance of the Bonds and delivery of the Bond Documents (the “**Bond Closing**”) shall occur not later than ninety (90) days following the Closing (the “**Latest Permissible Bond Closing Date**”). The Company shall have the right to extend the Latest Permissible Bond Closing Date one (1) time for a period of not more than thirty (30) days, which such right the Company shall exercise by giving written notice to the City of the Company’s election to do so not less than thirty (30) days’ prior to the Latest Permissible Bond Closing Date as originally identified in this Section 4.1.

4.2 **Bond Issuance.** At the Bond Closing Chapter 100 Bond proceeds in an amount necessary to pay for the construction materials (as identified in the Bond Documents) may be distributed to or at the direction of the Company.

4.3 **Deliverables by the City at Closing.** The City shall deliver the following documents to the Company and the trustee under the Bond Documents at the Bond Closing:

- (a) The Lease and other Bond Documents; and
- (b) The City’s sales tax exemption certificate relating to the construction materials to be incorporated into the Project.

4.4 **Deliverables by the Company.** The Company shall deliver the following documents to the City and the trustee under the Bond Documents at Closing:

- (a) Warranty Deed (or base lease) and Bill of Sale from the Company to the City;
- (b) The Lease and other Bond Documents;
- (c) The final documents described in Section 2.4(e) (ii), (iii), (iv) and (v); and
- (d) Such closing certificates and proof of due organization, corporate good standing, due authorization, insurance coverage and compliance with other covenants of

the Bond Documents as the City customarily requires in connection with the execution of Model Bond Documents.

4.5 **Contingencies.** Notwithstanding any other provision of this Agreement, the obligations of the City and Company as set forth herein with respect to the Bond Closing, and the execution and delivery of any of the Bond Documents are subject to the following conditions precedent:

(a) Approval by the City Council, in its sole discretion, of (i) the Chapter 100 Plan for the Project, (ii) the issuance of the Chapter 100 Bonds, and (iii) fulfillment of all terms and conditions required by Gilmore & Bell PC (or such other law firm approved by the City), the City's bond counsel ("**Bond Counsel**"), in order for the purchase and delivery of the Chapter 100 Bonds to be consummated;

(b) Obtaining by the Company of any necessary governmental licenses, permits and approvals, including passage of any required approving ordinances by the City Council;

(c) The Company obtaining the necessary financing to construct the Project, as determined by the Company in its sole and absolute discretion and the decision by the Company to proceed with the construction of the Project; and

(d) Issuance of an opinion from Bond Counsel that the Chapter 100 Bonds constitute valid and legally binding special obligations of the City and issuance of an opinion from Company counsel relating to the organization and existence of the Company, the execution of the Bond Documents by the Company as valid and binding agreements of the Company, and certain other matters customarily required by the City in connection with the execution of Model Bond Documents;

provided that all such conditions shall be deemed to have occurred upon the execution and delivery by the City and the Company of the Bond Documents and the issuance of the Chapter 100 Bonds by the City.

ARTICLE V Company Obligations, Representations, And Warranties

5.1 **Project Operation and Maintenance.** Company shall be responsible for the operation and maintenance of the Project and the City shall have no operation or maintenance obligations for the Project.

5.2 **Company Authorization.** Company makes the following covenants, representations, and warranties to the City:

(a) Company is a limited liability company existing under the laws of the State of Missouri, has lawfully executed and delivered this Agreement acting by and through its members or managing member, has received all approvals necessary for it to enter into this

Agreement effectuate the purposes of this Agreement with respect to the Project, and the person executing this Agreement on behalf of Company is authorized to execute and deliver the same.

(b) There are no statutes, regulations or other laws which may prevent Company from entering into this Agreement or to perform or observe its obligations or undertakings contained herein.

(c) Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with the terms and conditions of this Agreement, nor the consummation of the transactions contemplated by this Agreement, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Company is now a party or by which the Company is bound.

(d) This Agreement is the valid and binding obligation of Company, enforceable against the Company in accordance with its terms.

(e) There is no litigation or other proceedings pending or to the knowledge of the Company threatened against the Company or any other person affecting the right of the Company to execute or deliver this Agreement or the ability of the Company to comply with its obligations under this Agreement.

(f) Following the Closing, the Company shall timely pay or cause to be paid the PILOTS, property taxes or assessments assessed against the Project Site pursuant to the terms of this Agreement.

All representations, covenants and warranties of the Company contained in this Agreement, in any certificate or other instrument delivered by the Company pursuant to this Agreement, or otherwise made in conjunction with the Project transactions contemplated by this Agreement shall survive the execution and delivery of this Agreement and the Closing.

ARTICLE VI

Default and Termination; Estoppel

6.1 **Events of Default Defined.** The following shall be “**Events of Default**” under this Agreement and the terms “**Events of Default**” and “**Default**” shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a) Failure by the Company to observe and perform any covenant, term condition or agreement on its part to be observed or performed under this Agreement, which failure continues uncured for a period of thirty (30) days after written notice from the City specifying the default (or if the default is not susceptible of cure within thirty (30) days, a period not to exceed one hundred twenty (120) days during which the Company diligently and in good faith proceeds to cure such default to completion (the “**Cure Period**”).

(b) The filing by the Company of a voluntary petition in bankruptcy, or failure by the Company to promptly lift any execution, garnishment or attachment of such consequence as would impair the ability of the Company to carry on its operation, or adjudication of the Company as a bankrupt, or assignment by the Company for the benefit of creditors, or the entry by the Company into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Company in any proceedings whether voluntary or involuntary instituted under the provisions of the federal bankruptcy laws, as amended, or under any similar acts which may hereafter be enacted which is not dismissed within sixty (60) days.

(c) The failure of the Company to complete the Project in accordance with the provisions of Section 2.5(b) of this Agreement and subject to any extensions by the period of time equal to the delays caused by any Force Majeure Conditions.

(d) Failure by the City to observe and perform any covenant, term, condition or agreement on its part to be observed or performed under this Agreement, which failure continues uncured following the Cure Period.

6.2 Remedies on Default.

(a) Whenever any Event of Default shall have occurred and be continuing, the non-defaulting party shall have the right, at its option and without any further demand or notice, to take whatever action at law or in equity may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the Company or the City, as applicable, under this Agreement, including, but not limited to, terminating this Agreement and terminating tax abatement on any portion of the Project Site then owned by the Company, or instituting such proceedings as may be necessary or desirable, in the non-defaulting party's sole opinion, to compensate the non-defaulting party for any damages resulting from all breaches by the defaulting party, including, but not limited to, a proceeding for breach of contract and/or damages. Notwithstanding the foregoing or anything in this Agreement to the contrary: (i) prior to Closing, the City's sole remedy shall be termination of this Agreement; (ii) after Closing but prior to commencement of construction, the City's sole remedies shall be termination of this Agreement and the remedy set forth in (b) immediately below; (iii) no party shall have the right to consequential, special, remote, or punitive damages; and (iv) the City shall not have the right to enjoin the Company from engaging in any construction activities after Closing except for issues of life, safety, health or stop orders issued pursuant to Applicable Laws.

(b) If the Company, subject to Force Majeure Conditions, has not timely commenced construction of the Project as required by Section 2.5(b) hereof, the Company hereby grants to the City, and the City shall have, the option to acquire from the Company in consideration of the amount equal to the amount paid by the Company to the City at the Closing (the "**Option Purchase Price**"), at the election of the City, (i) the Project Site, (ii) the Lease, and the leasehold estate created thereby with respect to the Project Site, and the Chapter 100 Bonds (collectively, the "**Project Site Interests**"); or (iii) both (i) or (ii). If the City chooses to exercise either option (i), (ii) or (iii), the City will notify the Company in writing of its exercise of such option and state with specificity in the notice any facts

demonstrating that Company has not proceeded with due diligence to commence construction of the Project as required by Section 2.5(b) hereof. The closing on such option (i), (ii) or (iii) as exercised by the City will occur on the thirtieth (30th) day after the City delivers such written notice to the Company (or such earlier date as the City and the Company shall mutually agree). On the date for such closing, the City shall pay to Company the Option Purchase Price and, simultaneously, the Company shall either: (x) with respect to option (i), convey to the City by special warranty deed fee simple title to the Project Site, free and clear of all liens and encumbrances (except the Permitted Exceptions in the conveyance to the Company and all other liens and encumbrances approved by the City, which approval shall not be unreasonably withheld or conditioned) (y) with respect to option (ii), by assignment of the Lease and a delivery of the Chapter 100 Bonds together with a Bond power (or assignment of the Bonds in form and content satisfactory to the City in its sole discretion) all in such form and along with such other documents as the City may reasonably require, and Company's rights under this Agreement shall automatically terminate; or (z) with respect to option (iii), the Company shall deliver all documents under both (x) and (y). All costs and expenses of the closing of either such option (i), (ii) or (iii), as applicable (e.g. recording fees) will be borne by the City (except the Company shall pay its own attorney's fees). The parties agree that the interests of any party which may hereafter claim an interest in the Project Site Interests by, though, or under the Company, shall be deemed junior and inferior to the options (i), (ii) (iii) of the City under this Section 6.2(b). Upon exercise of the remedies in this Section 6.2(b) by the City any such interests in the Project Site Interests by, though, or under the Company shall be deemed automatically extinguished, null, and void.

(c) Except as limited pursuant to Sections 6.2(a), (b), and (d), the City shall, in no way, be limited to the terms of this Agreement in enforcing, implementing and/or causing performance of the provisions of this Agreement and/or the Development Plan or pursuant to applicable City ordinances or in exercising its right and authority to condemn the Project Site after the Company's Default and failure to cure during the Cure Period provided in this Agreement.

(d) Before enforcing any remedies against the Company due to the occurrence of an Event of Default on the part of the Company other than the remedies set forth in Section 6.2(b), the City shall provide notice and an opportunity to cure such Event of Default to each holder of any deed of trust affecting the Project Site which is filed of public record as of the date which is twenty (20) days prior to the issuance of such action by the City. Such notice shall provide a fifteen (15) day holder cure period for a monetary Event of Default, and a sixty (60) day holder cure period for a non-monetary default.

(e) No delay or omission of a party to exercise any right or remedy occurring upon an Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or acquiescence to such Event of Default. Every right and remedy given by this Article or by law may be exercised from time to time and as often as may be deemed expedient by the City. No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or

agreement. In case of a breach, the non-defaulting Party may nevertheless accept from the defaulting Party any payment or payments made under this Agreement without in any way waiving right of the non-defaulting Party to exercise any of its rights and remedies provided for in this Agreement with respect to any such default or defaults of the defaulting Party which were in existence at the time such payment or payments were accepted by the non-defaulting Party.

(f) The rights and remedies set forth herein and provided by law shall be construed as cumulative and continuing rights and may be exercised concurrently or alternatively. No one of them shall be exhausted by the exercise of such option on one or more occasions.

6.3 Purchase Agreement Termination. In the event the Purchase Agreement is terminated pursuant to the terms thereof, this Agreement shall automatically terminate and the Parties hereto shall have no further obligations to one another, except for any obligation that survives such termination as explicitly stated in this Agreement.

ARTICLE VII Miscellaneous

7.1 Notices. All notices shall be sent either by certified mail, return receipt requested, personal messenger or overnight delivery via a reputable overnight delivery service. Any notice sent by (a) certified mail, return receipt requested shall be deemed delivered two (2) days after deposited in the United States Mail; (b) personal messenger shall be deemed delivered when actually received; and (c) an overnight delivery service shall be deemed delivered on the business day following the date the notice is deposited with the overnight delivery service addressed as specified below:

If to City:

City of North Kansas City, Missouri
Attention: City Administrator
2010 Howell Street
North Kansas City, Missouri 64116

With a copy to:

City of North Kansas City, Missouri
Attention: City Counselor
2010 Howell Street
North Kansas City, Missouri 64116

And

Bryan Cave Leighton Paisner LLP
1200 Main Street, Suite 3800
Kansas City, Missouri 64105
Attention: Stephen S. Sparks
Email: sssparks@bclplaw.com

If to the Company:

Blume NKC LLC
3152 S.W. Grandstand Circle
Lee's Summit, MO 64081
Email: rpearson@boxdevco.com and jl Larson@boxdevco.com

With a Copy to:

Polsinelli PC
900 W. 48th Place, Suite 900
Kansas City, Missouri 64112
Attention: Marc Abbott
Email: mabbott@polsinelli.com

Such address may be changed by a party by giving the other party ten (10) days' notice of such change in writing.

7.2 Severability. If any term, covenant, condition, or provision of this Agreement, or the application to any person or circumstance shall, at any time or to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall (except to the extent such result is clearly unreasonable) not be affected thereby, and under such circumstances each term, covenant, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, insofar as such enforcement is not clearly unreasonable. In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Notwithstanding the above, the City or the Company shall have the right to terminate this Agreement in the event it determines that a material provision of this Agreement has been declared invalid or unenforceable by a final order of a court of competent jurisdiction. The provisions of this Section 7.2 shall survive termination of this Agreement.

7.3 Transfer and Assignment.

(a) After Substantial Completion and subject to the provisions of the Lease and the other Bond Documents, the Company may freely sell and assign, to any other person or entity, any or all of the Project and the Company's rights, duties, and obligations under this Agreement, the Bond Documents and the Lease, provided that (i) the Company provides ten days' notice to the City prior to the sale or assignment and (ii) the proposed assignee or purchaser assumes the duties and obligations of the Company under this

Agreement, at which time the Company shall be released in full from all obligations under this Agreement (which release at the Company's request, the City will document in recordable form). The Parties agree to work in good faith to enable the assignment and transfer of the Bonds, Bond Documents, the Lease, by the Company to any subsequent purchaser or assignee and all applicable agreements related thereto in order to promptly and expeditiously enable any such assignment or sale by the Company.

(b) Prior to Substantial Completion the Company may not sell, transfer or assign any or all of the Project and the Company's rights, duties, and obligations under this Agreement, the Bond Documents and the Lease to any person without the prior approval and consent of the City, approval and consent may be withheld by the City in its sole and absolute discretion; provided that, no City consent shall be required for the Company to collaterally assign or pledge this Agreement or solely the Company's rights hereunder to a construction or permanent Project lender. Notwithstanding the foregoing, without the City's consent, but with notice to the City, the Company may assign this Agreement to any entity that the Company controls, that the Company is controlled by or that the Company is under common control with; provided, that, such assignment must be in writing and provides for the assumption of all of the Company's obligations under this Agreement arising before or after such assignment, in which event the Company shall be released from any obligations hereunder.

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

7.5 **Survival.** The terms and covenants contained in this Agreement shall not be deemed to have merged at the Bond Closing, but will be deemed to survive the Bond Closing until the expiration of the term of the Lease.

7.6 **Consents and Approvals.** The City and Company commit to work harmoniously with each other, and except in instances where a consent or approval is specified to be within the sole discretion of either party, any consent or approval contemplated under this Agreement shall not be unreasonably withheld, conditioned or delayed, except that the Company acknowledges that this covenant does not apply to permits required from the City in connection with the Project. Nothing herein shall be deemed to usurp the governmental authority or police powers of the City. The Parties agree that the decision to approve the issuance of the Bonds is within the sole discretion of the City Council.

7.7 **Entire Agreement.** This Agreement incorporates all prior negotiations and discussions between the parties regarding its subject matter and represents the entire agreement of the City and Company for the Project. This Agreement may only be modified by written instrument executed by the Parties.

7.8 **Headings.** The captions and section headings contained in this Agreement are for convenience of reference only and shall not be considered in any interpretation of the provisions of this Agreement.

7.9 **Negation of Partnership.** It is mutually understood and agreed that nothing contained in this Agreement is intended or shall be construed in any manner or under any circumstances whatsoever as creating or establishing the relationship of co-partners or creating or establishing the relationship of a joint venture between the City and Company or as constituting the Company as the agent or representative of the City for any purpose or in any manner under this Agreement, it being understood that the Company is an independent contractor hereunder.

7.10 **Representatives not Individually Liable.** No member, official, representative or employee of the City shall be personally liable to the Company or any successor in interest in the event of any default or breach by the City for any amount which may become due to the Company or successor or on any obligations under the terms of the Agreement. No partner, member, representative or employee of the Company or any of its members, shareholders, directors, officers, employees or representatives shall be personally liable to the City in the event any default or breach by the Company for any amount which may become due to the City or on any obligations under the terms of this Agreement.

7.11 **Ancillary Documents.** The City and Company hereby agree that all other agreements and other documents to be executed by the Parties to effectuate the transactions contemplated in this Agreement shall be consistent with the terms and conditions of this Agreement.

7.12 **Compliance with Applicable Laws.** Company agrees that in its execution and performance of Company's obligations, rights, responsibilities, and duties under this Agreement it shall do so in accordance with all Applicable Laws and that nothing contained in this Agreement shall be deemed to waive the requirements of any Applicable Laws or otherwise excuse Company from its compliance with any Applicable Laws.

7.13 **Payment or Performance on Saturday, Sunday or Holiday.** Whenever the provisions of this Agreement call for any payment or the performance of any act on or by a date that is a Saturday, Sunday, or legal holiday of the State of Missouri, then such payment or such performance shall be required on or by the immediately succeeding day that is not a Saturday, Sunday, or legal holiday of the State of Missouri.

7.14 **Incorporation of Recitals and Exhibits.** The recitals set forth above are true and correct and are incorporated herein by reference and made a part of this Agreement. Unless otherwise provided herein, all exhibits attached hereto are incorporated herein by reference.

7.15 **Conflict of Terms.** It is the intention of the City and Company that if any provision of this Agreement is capable of two constructions, one of which would render the provision valid and enforceable, then the provision shall have the meaning which renders it valid and enforceable.

7.16 **No Waiver.** No failure on the part of the City or Company to enforce any covenant or provision contained in the Agreement nor any waiver of any right under this Agreement shall discharge or invalidate such covenant or provision or affect the right of the other party to enforce the same in the event of any subsequent default.

7.17 No Tax Representations or Warranties. The Parties hereby agree that neither the City nor Company is making any representations or warranties to the others about the tax treatment, implications or treatment of the transactions contemplated in this Agreement. The City does not agree to offset credit or pay to the Company any amount for any loss of benefit anticipated by the Company in the event that any tax exemptions are denied by third parties or by an order of a court. In such event, the Company agrees to pay all taxes finally determined to be due and owing along with any applicable interest and penalties.

7.18 Costs and Expenses; Costs of Issuance. In consideration of this Agreement, and the City's agreements and covenants set forth herein, the Company hereby agrees to pay, concurrently with and contingent upon the issuance of the Bonds, the City's actual costs and expenses in connection with the issuance of the Bonds, including the fees of Bond Counsel, outside counsel to the City and the City's financial advisor.

7.19 Company Lender. The Parties hereto acknowledge that a third party lender may provide Company capital for the transaction contemplated herein through providing financing to Company for Company's development of the Project. In such event, the City and Company each agree to work in good faith to structure the transactions contemplated herein to include such third party lender in a manner and in a capacity not inconsistent with the terms of this Agreement. The City hereby agrees that when the City acquires fee title to the Project Site as part of the Chapter 100 process, the City will agree to take such fee title subject to the Deed of Trust recorded against the Project Site by the Project lender.

7.20 Termination.

(a) At any time prior to issuance of the Chapter 100 Bonds, the Company may, by giving written notice to the City, abandon the Project and terminate this Agreement if the Company determines in its sole and absolute discretion that the Project is no longer economically feasible. If such termination is prior to Closing, the Purchase Agreement shall automatically terminate as if the Company exercised its right to terminate the Purchase Agreement during the Due Diligence Period provided therein. If such termination is after Closing but before commencement of construction, the City may exercise the Option to Purchase pursuant to the terms of Section 6.2(b) as if an Event of Default had occurred.

(b) Within thirty (30) days of any termination of this Agreement and upon written notice of the dollar amounts due, the Company shall make a PILOT payment to the City equal to the pro rata amount payable pursuant to Section 3.2 hereof from January 1 of the year in question through the effective date of the termination.

(c) Upon termination of this Agreement in accordance with the terms hereof, the Parties shall have no further rights or obligations hereunder except as are described in this Section 7.20 and as may expressly survive termination, and the Parties agree in good faith to unwind and terminate any prior agreements related to the Project, including any Bond documents (in accordance with the terms of any Bond Documents).

7.21 **Force Majeure.** Notwithstanding any other provision of this Agreement to the Contrary, neither the City nor the Company, as the case may be, nor any successor in interest, shall be considered in breach of or default in any of its obligations, including, but not limited to, the beginning and completion of construction, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to causes beyond its control, including but not limited to, strikes, lockouts, actions of labor unions, riots, storms, floods, litigation, explosions, acts of God or of the public enemy, acts of government, insurrection, mob violence, civil commotion, sabotage, malicious mischief, vandalism, inability (notwithstanding good faith and diligent efforts) to procure, or general shortage of, labor, equipment, facilities, materials, or supplies in the open market, defaults of independent contractors or subcontractors (provided that remedies are being diligently pursued against the same), failures of transportation, fires, other casualties, epidemics or pandemics, quarantine restrictions, freight embargoes, severe weather, inability (notwithstanding good faith and diligent efforts) to obtain governmental permits or approvals, or delays of subcontractors due to such causes (“**Force Majeure**”), it being the purpose and intent of this section that in the event of the occurrence of any such enforced delays, the time or times for the performance of the covenants, provisions, and agreements of this Agreement shall be extended for the period of the enforced delay (including any time reasonably required to recommence performance due to such enforced delay). This Section shall not apply to the obligation of the Company to make PILOT payments.

7.22 **Insurance and Indemnification.**

(a) The Company releases the City and its redevelopment agencies, including the TIF Commission (including their respective officials, officers, agents, and employees) (the “**City Parties**”) from, and agrees that the City shall not be liable for, and indemnifies the City against, any liabilities, losses, damages (including attorneys’ fees), causes of action, suits, claims, costs and expenses, demands and judgments of any nature imposed upon or asserted against the City or any of their officials, officers, agents, and employees disputing the representation and warranties made by the Company in this Agreement.

(b) The Company releases the City Parties from, and agrees that the City shall not be liable for, and indemnifies the City against, any liabilities, losses, personal injuries, damages (including attorneys’ fees), causes of action, suits, claims, costs and expenses, demands and judgments of any nature imposed upon or asserted against the City Parties alleged to have occurred on the Project or associated with the design, development, construction, or maintenance and operation of the Project, including but not limited to any claims that the Project or any portion thereof violates Missouri’s prevailing wage act, Sections 290.210 through 290.340, inclusive, of the Revised Statutes of Missouri, as amended, except when the result of the City Parties’ sole negligent acts or omissions or intentional misconduct.

(c) So long as the Project is owned by the City or the Company, all risk of loss with respect to the Project shall be borne by the Company, except when the result of the City Parties’ sole negligent acts or omissions or intentional misconduct.

(d) The Company shall cause its contractors to maintain adequate general liability insurance and shall name the City as an additional insured under this insurance

policy. The Company and/or its general contractor shall also, at its expense, maintain or cause to be maintained a policy of all risk casualty insurance or during construction builder's risk insurance insuring the Project owned by the City. Such policies of insurance shall name the City and such other persons designated by the City as additional insureds and shall each contain a provision that such insurance may not be canceled without at least thirty (30) days' advance written notice to the City (except for non-payment of premium, which shall be terminable on ten (10) days' advance written notice to the City). Duplicate copies or certificates of such policies bearing notations evidencing payment of premiums or other evidence of such payment shall be furnished to the City upon the City's request.

7.23 Governing Law and Jurisdiction. This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri. The Parties agree to the exclusive jurisdiction of the court of the Federal District of Western Missouri or state court in Clay County, Missouri. The Parties agree and acknowledge that the venue provided for above is the most convenient forum for both the City and the Developer. The Parties waive any objection to venue and any objection based on a more convenient forum in any action instituted under this Agreement.

7.24 Waiver. The City and the Company acknowledge and agree that the amounts payable to the City under the Bond Documents shall constitute payments due the City under the Lease. The Company shall not be entitled to any extension of payment of such amounts as a result of a filing by or against the Company in any bankruptcy court.

7.25 Electronic Storage of Documents. The City and the Company agree that the transaction described herein may be conducted and related documents may be stored by electronic means.

7.26 Employee Verification. The Company will comply with and satisfy the requirements of Section 285.530.2, RSMo., as amended, which requires (1) any business entity receiving tax abatement to, by sworn affidavit and provision of documentation, annually affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the business entity receiving tax abatement, and (2) every such business entity to annually sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the entity receiving tax abatement. The Company shall provide such affidavits and documentation to the City on or before November 15 of each year during the term of this Agreement, beginning November 15, 2021, and also on the date of the Closing.

7.27 Equal Employment Opportunity During Performance of this Agreement. During the performance of this Agreement, the Company agrees, for itself and its successors and assigns, as follows:

(a) The Company will not discriminate against any employee or applicant for employment because of race, color, religion, sexual orientation, family status, handicap, sex, or national origin. The Company will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to

the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Company agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

(b) The Company will, in all solicitations or advertisements for employees placed by or on behalf of the Company, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sexual orientation, family status, handicap, sex or national origin.

(c) The Company will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Company's commitments under Section 202 of Executive Order 11246 (the "**Executive Order**"), and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Company will comply with all provisions of the Executive Order, and of the rules, regulations and relevant orders of the Secretary of Labor.

(e) The Company will furnish all information and reports required by the Executive Order, and by the rules, regulations, and orders of the Secretary of Labor or pursuant thereto, and will permit access to its books, records and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Company's non-compliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Company may be declared ineligible for further government contracts and/or federally assisted construction contracts in accordance with the procedures authorized in the Executive Order, and such other sanctions may be imposed and remedies invoked as provided in the Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Company agrees, for itself and its successors and assigns, that it will include the provisions listed in in subsections (a) through (f) above in every contract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of the Executive Order, so that such provision will be binding upon each contractor or vendor that does business with the Company in conjunction with the Project, as well as those contractor's subcontractors. For the purpose of including the provisions of Section 7.27 in any construction contract or purchase order, the terms "City", "Company" and "Contract" may be changed to appropriately reflect the name or designation of the parties to such contract or purchase order.

(h) Upon the issuance of additional or conflicting rules, regulations, or orders of the Secretary of Labor pursuant to section 204 of the Executive Order, the requirements of this Article shall automatically be amended to conform and comply with such changes.

(i) For the sole purpose of determining the Company's compliance with the provisions of this Section 7.27, the City and its duly appointed agents shall be permitted, at reasonable times, and after three (3) days prior notice to the Company, to examine the books and records of the Company.

7.28 Project Environmental.

(a) The Company has undertaken or will undertake, at its sole cost and expense, such due diligence as it deems necessary to assess the environmental condition of the Project Site.

(b) The Company covenants that, while in ownership or possession and control of all or any portion of the Project Site, it shall not place or cause to be placed, nor permit any other Person to place or cause to be placed, any Hazardous Substances on or about all or any portion of the Project Site in excess of *de minimis* quantities reasonably necessary to the Company's use of all or any portion of the Project Site.

(c) The Company agrees to protect, defend, indemnify and hold harmless, the City and the City's council members, officers, directors, employees, agents, affiliates, successors and assigns, from and against any and all claims, demands, losses, damages, costs, expenses, liabilities, assessments, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, causes of action, remedial action requirements and/or enforcement actions of any kind (including, without limitation, reasonable and necessary attorneys' fees and costs) directly or indirectly arising out of or attributable to, in whole or in part: (i) the breach of the covenants of the Company contained in subsection (a) above; (ii) Company's or Company's employees', agents', contractors' or subcontractors' use, handling, generation, manufacture, production, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of Hazardous Substances on, under, from or about all or any portion of the Project Site; or (iii) any other activity carried on or undertaken on all or any portion of the Project Site by the Company or any employees, agents, contractors or subcontractors of the Company in connection with the use, handling, generation, manufacture, production, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of any Hazardous Substance at any time located, transported or present on, under, from, to or about all or any portion of the Project Site, including without limitation: (A) the cost of any required or necessary repair, cleanup or detoxification of any portion of the Project Site and the preparation and implementation of any closure, remedial or other required plans; and (B) liability for personal injury or property damage arising under any statute or common law tort theory, including damages assessed for the maintenance of a public or private nuisance, response costs or for the carrying on of any abnormally dangerous activity.

(d) The foregoing indemnity obligation includes without limitation: (i) the costs of removal or remedial action incurred by the United States government or the State or response costs incurred by any other person, or damages from injury to, destruction of or loss of natural resources, including the cost of assessing such injury, destruction or loss, incurred pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended (“**CERCLA**”), 42 U.S.C. §9601 *et seq.*; (ii) the clean-up reasonable and necessary costs, fines, damages or penalties incurred pursuant to any applicable provisions of State law; and (iii) the reasonable and necessary cost and expenses of abatement, correction or cleanup, fines, damages, response costs or penalties which arise from the provisions of any other Applicable Law.

(e) The foregoing indemnity shall further apply to any residual contamination on, under, from or about all or any portion of the Project or affecting any natural resources, arising in connection with the use, handling, generation, manufacturing, production, storage, release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of any such Hazardous Substance on, under, from or about all or any portion of the Project and irrespective of whether any of such activities were or will be undertaken in accordance with any Applicable Laws. This indemnity is intended to be operable under 42 U.S.C. Section 9607(e)(1), and any successor section thereof, and shall survive the Closing under this Agreement in all respects.

(f) The foregoing indemnity obligations include within them all costs and expenses (including, without limitation, reasonable and necessary attorneys’ fees) incurred in enforcing any right to indemnity contained in this Agreement.

The Company shall have no obligations under this Section 7.28 in the event that any of the aforementioned claims, demands, losses, damages, costs, expenses, liabilities, assessments, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, causes of action, remedial action requirements and/or enforcement actions of any kind arise out of or related to (x) the negligent acts or omissions of the City or (y) Company’s performance under this Agreement which is prosecuted without negligence or intentional misconduct.

7.29 **Memorandum of Agreement.** The Parties agree that a Memorandum of Agreement relative to this Agreement, in the form attached hereto as **Exhibit C** will be recorded in the real property records of Clay County, Missouri.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed in its name and attested by its duly authorized officers. The City has caused this Agreement to be executed in its name with its affixed and attested by its duly authorized officers. All of the above occurred as of the date first above written.

CITY OF NORTH KANSAS CITY, MISSOURI

By: _____
Bryant DeLong, Mayor

ATTEST:

By: _____
Crystal Doss, City Clerk

BLUME NKC LLC

By: _____
Printed Name: _____
Its: _____

EXHIBIT A

PROJECT LEGAL DESCRIPTION

Lot 2, Northgate Village Retail Center, 2nd Plat, a Subdivision in the City of North Kansas City, Clay County, Missouri; and

Lot 1, Northgate Village Retail Center, 3rd Plat, a Subdivision in the City of North Kansas City, Clay County, Missouri.

EXHIBIT B

SCHEDULE OF PILOT PAYMENTS*

Construction	2021	PILOT calculated as explained below in Note B-i
	2022	Percentage completion of project on 1/1/2022 as explained below in Note B-ii
	2023	Percentage completion of project on 1/1/2023 as explained below in Note B-ii
1	2024	\$151,468
2	2025	\$151,468
3	2026	\$152,983
4	2027	\$154,513
5	2028	\$156,058
6	2029	\$157,619
7	2030	\$159,195
8	2031	\$160,787
9	2032	\$162,395
10	2033	\$164,018

*The table above assumes the Bond Closing takes place in 2021 and Substantial Completion of the Project occurs in 2023. The total fixed PILOT will be payable beginning in 2024 and continuing through 2033 as described in Section 3.2.

Note B-i: The fair market value of the property is the purchase price of \$361,984. The PILOT due will be calculated based on the prorated ownership period of the property for the year 2021.

The following example will illustrate the calculation of the PILOT in 2021:

1. Developer purchases the parcel on December 1, 2021. Developer's ownership in 2021 equals 30 days of the 365 day year. The ownership percentage for Developer is 8.22%.

2. The Market Value is the Purchase Price: \$ \$361,984.
3. The Assessed Value is \$84,838 (based on an allocation of the Residential and Commercial square footage for the Commercial Facility)
4. The assessment rate in North Kansas City is \$7.9623 per \$100 of Assessed Value.
5. The PILOT payment for 2021 is calculated as follows:

Property Purchase Date: December 1, 2021
 Developer Ownership Period (days): 30
 Year Fraction: 8.22%
 Parcel Market Value: \$361,984
 Parcel Assessed Value: \$84,838
 Assessment Rate (Per \$100 of AV): \$7.9623
PILOT Payment Due: \$555

Note B-ii: The following example will illustrate the calculation of PILOTs in 2022 and 2023:

1. Because no construction is expected to have taken place by December 31, 2021 is expected that the 2022 PILOT will be calculated as follows:

Property Purchase Date: December 1, 2021
 Abatement Calculation Date: January 1, 2022
 PILOT Payment Date: December 31, 2023
 Developer Ownership Period (days): 365
 Year Fraction: 100%
 % of Construction Complete: 0%
 Residential FMV Allocation: 66%
 Commercial FMV Allocation: 34%
 Parcel Market Value: \$361,984
 Parcel Assessed Value: \$84,838
 Assessment Rate (Per \$100 of AV): \$7.9623
PILOT Payment Due: \$6,755

2. If construction has occurred prior to 1/1/2022 Developer will share with the City the cumulative amount of funds spent on construction (excluding interest costs, accounting and legal fees) from construction start to 12/31/2021, along with the total amount of projected construction cost (excluding interest costs, accounting and legal fees), all as evidenced by construction pay application documentation.
3. By way of further example here is a calculation for 1/1/2023:

Abatement Calculation Date: January 1, 2023
 PILOT Payment Date: December 31, 2023

Projected Total Construction Budget:	\$16,690,648
Total Construction Draws on 12/31/22:	\$11,127,099
% of Construction Complete:	67%
Residential FMV Allocation:	66%
Commercial FMV Allocation:	34%
Calculated Assessed Value:	\$2,607,849
Assessment Rate (Per \$100 of AV):	\$7.9623
Total Property Taxes Before Abatement:	\$138,430
Abatement:	50%
PILOT Payment Due:	\$69,215

4. The PILOT payments beginning on 12/31/2024 and continuing through 12/31/2033 are fixed PILOT payments not subject to adjustments due to construction progress.

EXHIBIT C

Title of Document: Memorandum of Development Agreement

Date of Document: _____ 2021

Grantor(s): City of North Kansas City, Missouri

Grantee(s): Blume NKC LLC
a Missouri limited liability company

Grantee(s) Mailing Address: c/o Blume NKC LLC
Attn: Russell Pearson
3152 S.W. Grandstand Circle
Lee's Summit, MO 64081

Legal Description: See Exhibit A

Reference Book and Page(s): N/A

WHEN RECORDED RETURN TO:

Stephen S. Sparks
Bryan Cave Leighton Paisner LLP
1200 Main Street, Suite 3800
Kansas City, MO 64105

MEMORANDUM OF DEVELOPMENT AGREEMENT

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT (this “Memorandum”) is executed this _____ day of _____, 2021 (the “Effective Date”), by CITY OF NORTH KANSAS CITY, MISSOURI (“City”), and BLUME NKC LLC, a Missouri limited liability company (“**Developer**”).

RECITALS

The City and Developer executed that certain Development Agreement dated as of _____, 2021 (the “Agreement”), regarding a multi-use residential commercial project to be developed on the real property legally described and depicted on Exhibit A attached hereto and incorporated herein by reference, (the “**Project**”).

A. The parties desire to record this Memorandum to give notice of certain provisions contained in the Agreement.

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

1. Development Agreement. The Agreement sets forth, among other things, the conditions and requirements under which the Developer will develop the Project, and the obligations of each party regarding the same.

2. Memorandum. This Memorandum is executed for the purposes of giving notice of the existence of the Agreement. The Agreement is deemed to be a material part hereof as though set forth in length herein. Whenever a conflict of provisions between this Memorandum and the Agreement shall occur, the provisions of the Agreement shall govern.

3. Miscellaneous. Upon the expiration or earlier termination of the Agreement, this Memorandum shall automatically terminate without further act of the parties hereto, and upon request by any party hereto, the other party shall execute any documents reasonably required to evidence such termination and to remove any exceptions to title resulting from the Agreement.

[Remainder of page left blank intentionally. Signature pages follow.]

IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed as of the Effective Date.

CITY:

CITY OF NORTH KANSAS CITY, MISSOURI

By: _____

Name: Bryant DeLong

Title: Mayor

STATE OF MISSOURI)
) ss.
COUNTY OF CLAY

On this _____ day of _____, 2021, before me personally appeared Bryant DeLong, to me known to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did say such person is the Mayor of CITY OF NORTH KANSAS CITY, MISSOURI, and acknowledged said instrument to be such person’s free act and deed and the free act and deed of said entity.

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:

[SIGNATURE PAGE TO MEMORANDUM OF DEVELOPMENT AGREEMENT]

EXHIBIT A

Legal Description

Lot 2, Northgate Village Retail Center, 2nd Plat, a Subdivision in the City of North Kansas City, Clay County, Missouri; and

Lot 1, Northgate Village Retail Center, 2nd Plat, a Subdivision in the City of North Kansas City, Clay County, Missouri.

EXHIBIT “2”

EXECUTION COPY

REAL ESTATE SALE AGREEMENT

by and between

CITY OF NORTH KANSAS CITY, MISSOURI,

as the Seller

and

BLUME NKC LLC

or its assignee,

as the Purchaser

_____, 2021

REAL ESTATE SALE AGREEMENT

THIS REAL ESTATE SALE AGREEMENT (this “**Agreement**”) is made and entered into as of _____, 2021 (“**Effective Date**”), by and between the CITY OF NORTH KANSAS CITY, MISSOURI, a third class City and municipal corporation under the laws of the State of Missouri (the “**Seller**”) and BLUME NKC LLC, a Missouri limited liability company, its successors and assigns (collectively, the “**Purchaser**”).

PRELIMINARY STATEMENTS

- A. The Seller is the owner of the real estate and related assets hereinafter described;
- B. The Seller desires to sell, and the Purchaser desires to buy, the real estate and related assets hereinafter described, at the price and on the terms and conditions set forth herein; and
- C. Simultaneously with the execution of this Agreement by the parties hereto, the parties will execute a development agreement (the “**Development Agreement**”) addressing certain issues related to the development of the Property (as defined below) and the ongoing operations of such Property thereafter.

In consideration of the recitals, the mutual covenants hereafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are mutually, conclusively acknowledged, it is agreed by and between the parties as follows:

1. **Property.**

The real estate which is the subject of this Agreement consists of approximately 2.77 acres of land, more or less, and is legally described and depicted on **Exhibit A** attached hereto and is generally located on Burlington between E. 29th Avenue and E. 32nd Avenue, North Kansas City, Missouri, together with all rights, benefits, privileges, easements and other appurtenances to such land and, all of Seller’s rights in and to strips and gores and any unpaid award for damage by reason of any condemnation proceedings or change of grade of any highway, street, road or avenue (collectively, the “**Property**”).

2. **Sale/Conveyance.**

On the Closing Date (as herein defined) the Seller agrees to sell and convey to the Purchaser, and the Purchaser agrees to buy from the Seller, at the price and upon the other terms and conditions hereafter set forth, the Property, subject to Permitted Exceptions (as defined herein).

3. **Transfer of Title.**

Title to the Property shall be conveyed to the Purchaser by a special warranty deed (the “**Deed**”) executed by the Seller, in the form attached hereto as **Exhibit B**.

4. **Purchase Price; Earnest Money.**

The purchase price for the Property shall be THREE DOLLARS (\$3.00) per square foot. The Purchase Price is estimated to be Three Hundred Sixty-One Thousand Nine Hundred and Eighty-Four (\$361,894) Dollars (the “**Purchase Price**”). The Purchase Price shall be payable by the Purchaser to the Seller as follows:

(a) Within five (5) business days after the Effective Date of this Agreement, the Purchaser shall deposit into a strict joint order escrow trust (the “**Escrow**”) established with the Thomson-Affinity Title, Liberty, Missouri (the “**Title Insurer**”) as earnest money hereunder, the sum of FIVE THOUSAND and No/100 Dollars (\$5,000.00) (with any interest earned thereon, the “**Earnest Money**”).

(b) If requested by Purchaser, the Earnest Money shall be invested through Closing in United States treasury obligations or such other interest bearing accounts or securities but only as are directed and approved by the Purchaser in writing and any interest earned on the Earnest Money shall be administered, paid or credited (as the case may be) in the same manner as the Earnest Money and, when credited to the escrow account shall constitute additional Earnest Money. At the closing of the transactions contemplated by this Agreement (the “**Closing**”), which shall occur on the Closing Date (defined below), the Purchaser shall receive a credit against the Purchase Price for the Earnest Money.

(c) If Purchaser terminates this Agreement prior to the end of the Due Diligence Period, or on or before the Closing Date because it is unable to obtain the Governmental Approvals (defined below) or it disapproves of the terms of the Governmental Approvals, pursuant to the terms hereof, Purchaser shall send a notice to the Title Insurer and the Title Insurer shall return the Earnest Money to Purchaser. Such a notice by Purchaser shall automatically terminate this Agreement and the same shall be of no further force or effect.

(d) The Purchase Price less a credit for the Earnest Money shall be paid by the Purchaser to the Seller by wire transfer of immediately available federal funds on the Closing Date (as defined below).

5. **Representations and Covenants.**

(a) The Seller’s Representations and Warranties. As a material inducement to the Purchaser to execute this Agreement and consummate this transaction, the Seller represents and warrants to the Purchaser as of the date hereof and continuing through and including the Closing Date as follows:

(1) Organization and Authority. The Seller has been duly organized and is validly existing as a third class city and municipal corporation in the State of Missouri. The Seller has the full right and authority to enter into this Agreement, consummate or cause to be consummated the sale and make or cause to be made transfers and assignments contemplated herein and has obtained all consents (if any) required therefor. The persons signing this Agreement on behalf of the Seller are authorized to do so. This Agreement and all of the documents to be delivered by the Seller at the Closing have been (or will be)

authorized and properly executed and will constitute the valid and binding obligations of the Seller, enforceable against the Seller in accordance with their terms.

(2) Ownership. Seller holds good and marketable title to the Property free and clear of all liens and encumbrances except for Permitted Exceptions (as defined herein).

(3) Conflicts. To Seller's knowledge, there is no agreement to which the Seller is a party or binding on the Seller or the Property, which is in conflict with this Agreement or which would limit or restrict the timely performance by the Seller of its obligations pursuant to this Agreement.

(4) Documents and Records. Within five (5) business days of the Effective Date, the Seller will provide to the Purchaser true, correct and complete copies of the items scheduled in **Schedule 5(a)(4)** attached hereto to the extent they exist and were created since January 30, 2002 and are in Seller's possession (all of the foregoing collectively the "**Property Information**") including, without limitation, the most recent survey of the Property, if any (the "**Survey**").

(5) Litigation. There is no action, suit or proceeding pending or, to the Seller's knowledge, threatened against either the Seller or the Property which (i) if adversely determined, would materially affect the Property, or (ii) which challenges or impairs the Seller's ability to execute, deliver or perform this Agreement or consummate the transaction contemplated hereby.

(6) Leases. There are no leases, licenses, occupancy or use, or other rental agreements to which the Seller is a party or is bound affecting any portion of the Property as of the Effective Date, which will be in force on the Closing Date.

(7) Contracts. Except as reflected in the Title Commitment delivered to Purchaser under **Section 11** and as are stated in the Northgate Village Tax Increment Financing Plan, as amended (the "**TIF Plan**"), there are no contracts or other agreements in place which affect the Property.

(8) Notice of Violations. The Seller has received no written notice since January 30, 2002 that either the Property or the use thereof violates any laws, rules and regulations of any federal, state, city or county government or any agency, body, or subdivision thereof having any jurisdiction over the Property that have not been resolved to the satisfaction of the issuer of the notice.

(9) Withholding Obligation. The Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.

(10) Condemnation. There are no pending or, to the Seller's knowledge, threatened condemnation or similar proceedings affecting the Property or any part thereof.

(11) Insurance Notices. Seller has not received any uncured notices from any insurance company which has issued a policy with respect to any portion of the

Property, or by any board of fire underwriters, or from any governmental authority, of zoning, building, fire or health code violations in respect to the Property.

(12) Environmental. Seller has no knowledge of any violation of Environmental Laws (as defined below) related to the Property or the presence or release of Hazardous Materials (as defined below) on or from the Property. Seller has not manufactured, introduced, released or discharged from, on, under or adjacent to the Property any Hazardous Materials or any toxic wastes, substances or materials (including, without limitation, asbestos), and Seller has not used the Property or any part thereof for the generation, treatment, storage, handling or disposal of any Hazardous Materials, in violation of any Environmental Laws. The term “**Environmental Laws**” includes without limitation the Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act and other federal laws governing the environment as in effect on the date of this Agreement together with their implementing regulations and guidelines as of the date of this Agreement, and all state, county and other local laws, regulations and ordinances that are equivalent or similar to the federal laws recited above or that purport to regulate Hazardous Materials.

(b) The Purchaser’s Representations and Warranties. As a material inducement to the Seller to execute this Agreement and consummate this transaction, the Purchaser represents and warrants to the Seller that the Purchaser has been duly organized and is validly existing as a limited liability company organized pursuant to the laws of the State of Missouri. The Purchaser has the full right and authority and has obtained any and all consents required therefor to enter into this Agreement, consummate or cause to be consummated the purchase, and make or cause to be made the deliveries and undertakings contemplated herein or hereby. The persons signing this Agreement on behalf of the Purchaser are authorized to do so. This Agreement and all of the documents to be delivered by the Purchaser at the Closing have been (or will be) authorized and properly executed and will constitute the valid and binding obligations of the Purchaser, enforceable against the Purchaser in accordance with their terms. Neither Purchaser nor any of its respective officers, directors, shareholders, partners, members or affiliates (including indirect holders of equity interests in Purchaser) is or will be an entity or person (i) that is listed in the Annex to, or is otherwise subject to the provisions of Executive Order 13224 issued on September 24, 2001 (“**EO13224**”), (ii) whose name appears on the United States Treasury Department’s Office of Foreign Assets Control (“**OFAC**”) most current list of “**Specifically Designated National and Blocked Persons**” (which list may be published from time to time in various mediums including the OFAC website, <http://www.treas.gov/offices/enforcement/ofac/sdn/t1lsdn.pdf>), (iii) whose name appears on the United States Treasury Department’s Office of Foreign Assets Control (“**OFAC**”) most current list of the “**Foreign Sanctions Evaders (FSE) List**”, (iv) who commits, threatens to commit or supports “**terrorism**,” as that term is defined in EO13224, (v) is subject to sanctions of the United States government or is in violation of any federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations relating to terrorism or money laundering, including EO13224 and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, or (vi) who is otherwise affiliated with any entity or person listed above (any and all parties described in clauses (i) – (vi) above are herein referred to as a “**Prohibited Person**”). Purchaser covenants and agrees that neither Purchaser nor any of its respective officers, directors, shareholders, partners, members or affiliates (including

indirect holders of equity interests in Purchaser) shall (aa) conduct any business, nor engage in any transaction or dealing, with any Prohibited Person, including the making or receiving of any contribution of funds, goods, or services, to or for the benefit of a Prohibited Person, or (bb) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in EO13224. The provisions of this Section shall survive the Closing or termination of this Agreement.

(c) Representations and Warranties Prior to Closing. The continued validity in all respects of the foregoing representations and warranties shall be a condition precedent to the obligation of the party to whom the representation and warranty is given to close the transaction contemplated herein. If (i) any of the Seller's representations and warranties shall not be true and correct at any time on or before the Closing whether not true and correct as of the date of this Agreement, or (ii) any change in facts or circumstances has made the applicable representation and warranty no longer true and correct and regardless as to whether the Purchaser becomes aware of such fact through the Seller's notification or otherwise, then the Purchaser may, at the Purchaser's option, exercised by written notice to the Seller (and as its sole and exclusive remedy), either (y) proceed with this transaction, accepting the applicable representation and warranty as being modified by such subsequent matters or knowledge and waiving any right relating thereto, if any, or (z) terminate this Agreement and declare this Agreement of no further force and effect, in which event the Earnest Money shall be immediately returned to the Purchaser and the parties shall have no further liability hereunder by reason thereof, except for any provision of this Agreement that is expressly intended to survive the termination of this Agreement, and, if the breach of any representation and warranty of the Seller hereunder results from the willful and intentional misconduct of the Seller, then, in that event, Purchaser shall also have the rights and remedies available to the Purchaser under **Section 15(b)** of this Agreement upon a default by the Seller of its obligations under this Agreement.

(d) Covenants of the Seller. The Seller covenants and agrees that during the period from the date of this Agreement through and including the Closing Date:

(1) The Seller will not enter into any contracts, licenses, easements, leases, deeds of trust, options, or agreements, or encumber the Property in any way, that will be an obligation affecting the Property subsequent to the Closing Date.

(2) The Seller will continue to operate and maintain the Property in accordance with past practices and will not make any material alterations or changes thereto.

(3) The Seller will maintain liability insurance of a level and type consistent with the insurance maintained by the Seller prior to the execution of this Agreement with respect to the Property.

(4) The Seller shall not do anything, nor authorize anything to be done, which would affect the condition of title as shown on the Title Commitment.

6. **Due Diligence Period; Governmental Approvals Contingency.**

(a) The Purchaser shall have a period beginning on the Effective Date and ending at 11:59 p.m., local time where the Property is located, on the date that is ninety (90) days from the Effective Date (the “**Due Diligence Period**”), to examine, inspect, and investigate the Property, and, in the Purchaser’s sole discretion, to determine whether the Purchaser wishes to proceed to purchase the Property.

(b) The Purchaser may terminate this Agreement for any reason or for no reason by giving written notice of such termination to the Seller on or before the last day of the Due Diligence Period. If this Agreement is terminated pursuant to this **Section 6**, the Earnest Money shall be immediately returned to the Purchaser, and neither party shall have any further liability or obligation to the other under this Agreement except for any provision of this Agreement that is expressly intended to survive the termination of this Agreement.

(c) The Purchaser, during the Due Diligence Period and through the Closing, shall have reasonable access to the Property for the purpose of conducting surveys, architectural, engineering, geo-technical and environmental inspections and tests, and any other inspections, studies, or tests reasonably required by the Purchaser. The Purchaser shall give the Seller not less than twenty-four (24) hours prior notice before entering onto the Property to perform inspections or tests, and in the case of tests (i) the Purchaser shall specify to the Seller the precise nature of the test to be performed, and (ii) the Seller may require, as a condition precedent to the Purchaser’s right to perform any such test, that the Purchaser deliver the Seller evidence of public liability and other appropriate insurance naming the Seller as an additional insured thereunder. Such examination of the physical condition of the Property may include an examination for the presence or absence of hazardous or toxic materials, substances or wastes (collectively, “**Hazardous Materials**”), which shall be performed or arranged by the Purchaser at the Purchaser’s sole expense. The Purchaser shall keep the Property free and clear of any liens and will indemnify, protect, defend, and hold each of the Seller and its Mayor, elected officials, staff, officers, directors members, managers, employees, and agents (each, a “**Seller Related Party**”) harmless from and against all losses, costs, damages, claims, liabilities and expenses (including reasonable attorneys’ fees and court costs) arising from physical damage to the Property and injury to persons asserted against or incurred by any Seller Related Party as a result of such entry by the Purchaser, its agents, employees or representatives except if any such damage is the result of misconduct or negligence of any Seller Related Party. If any inspection or test damages the Property and the Purchaser does not acquire the Property, the Purchaser will restore the Property to substantially the same condition as existed prior to any such inspection or test. The Purchaser and its agents, employees and representatives may, upon not less than 24 hours prior telephonic notice to the Seller, examine and make copies of all books and records and other materials relating to the condition of the Property in the Seller’s possession at the office where such records are maintained.

(d) During the Due Diligence Period and thereafter for the duration of the term of this Agreement and up to and through Closing, Purchaser shall have the right to conduct further investigation and pursue approvals, including, without limitation, the right to apply for applicable preliminary and final development plans, preliminary and final plats, rezoning, incentives, all permitting, and all other approvals or agreements required by the applicable governmental authorities or desired by Purchaser for the development and construction of the Property, including

approvals required by the TIF Plan (collectively, the “**Governmental Approvals**”). Seller and Purchaser agree that Governmental Approvals are expressly reserved to the discretion of the City and in the case of the TIF Plan, the Tax Increment Financing Commission of the City of North Kansas City, in their respective sole and absolute discretion, subject to all applicable laws. Notwithstanding anything herein to the contrary, if prior to the Closing Date Purchaser is unable to secure all Governmental Approvals (including, without limitation, all necessary permits) or if Purchaser disapproves of the terms of the Governmental Approvals in its sole discretion, Purchaser may elect by written notice to Seller on or before the Closing Date to either: (i) terminate this Agreement, in which case the Earnest Money shall be immediately returned to Purchaser and neither party shall have any further rights or obligations under this Agreement, except for any provision of this Agreement that is expressly intended to survive the termination of this Agreement; or (ii) extend the Closing Date to allow Purchaser further opportunity to attempt to secure the Governmental Approvals on terms satisfactory to Purchaser in its sole discretion, provided that such extension of the Closing Date shall not go beyond the earlier of: (x) ten (10) business days after all such Governmental Approvals on terms satisfactory to Purchaser in its sole discretion are secured; or (y) one hundred and eighty (180) days after the original Closing Date (the “**Outside Governmental Approvals Deadline**”). If such Governmental Approvals are not secured by the Outside Governmental Approvals Deadline, this Agreement shall automatically terminate following the Outside Governmental Approvals Deadline, in which case the Earnest Money shall be immediately returned to Purchaser and neither party shall have any further rights or obligations under this Agreement, except for any provision of this Agreement that is expressly intended to survive the termination of this Agreement.

7. **As Is Sale.**

EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES OF THE SELLER SET FORTH IN THIS AGREEMENT AND THE CLOSING DOCUMENTS (AS DEFINED BELOW), THE PURCHASER UNDERSTANDS AND AGREES THAT THE SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PROPERTY OR THE TRUTH, ACCURACY OR COMPLETENESS OF ANY MATERIALS, DATA OR INFORMATION DELIVERED BY THE SELLER TO THE PURCHASER IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREBY. THE PURCHASER ACKNOWLEDGES AND AGREES THAT UPON CLOSING THE SELLER SHALL TRANSFER AND CONVEY TO THE PURCHASER AND THE PURCHASER SHALL ACCEPT THE PROPERTY “AS IS, WHERE IS, WITH ALL FAULTS”, EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT OR IN ANY AGREEMENT OR INSTRUMENT EXECUTED BY THE SELLER AND DELIVERED TO THE PURCHASER AT CLOSING (“CLOSING DOCUMENTS”).

THE PURCHASER REPRESENTS TO THE SELLER THAT THE PURCHASER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS THE PURCHASER DEEMS NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY

INFORMATION PROVIDED BY OR ON BEHALF OF THE SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO, OTHER THAN SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE SELLER AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT AND THE CLOSING DOCUMENTS.

8. **Closing.**

(a) The Closing shall be accomplished through the escrow referred to in **Section 8(b)** below, and shall take place on the date (the “**Closing Date**”) that is selected by the Purchaser by written notice to the Seller, which date shall be no later than forty-five (45) days after the date upon which the Due Diligence Period expires, provided that all conditions precedent to the Closing have been fulfilled or have been waived in writing by the respective party entitled to waive same.

(b) On or prior to the date set for Closing under this Agreement, the parties shall establish a customary deed and money escrow with the Title Insurer.

9. **Conditions to the Purchaser’s Obligation to Close.**

(a) The Purchaser shall not be obligated to proceed with the Closing unless and until each of the following conditions has been either fulfilled or waived in writing by the Purchaser:

(1) This Agreement shall not have been previously terminated pursuant to any other provision hereof;

(2) The Seller shall deliver or cause to be delivered to the Purchaser all instruments and documents to be delivered to the Purchaser at the Closing pursuant to **Section 12** and **Section 14** or any other provision of this Agreement;

(3) Seller shall have performed all of its obligations required to be performed hereunder on or before Closing;

(4) The Title Insurer shall have committed to issue a title policy satisfying the requirements of **Section 11** hereof;

(5) There shall exist no pending or threatened actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings, against or involving Seller that could affect Seller’s ability to perform its obligations under this Agreement;

(6) Purchaser shall have conducted, immediately prior to the Closing, a re-inspection of the Property which confirms that no material change has occurred from the date of the original Property inspection. If the Property has materially changed, other than by an Act of God or the actions of third parties over whom Seller has no control, from the date of the original Property inspection, the Purchaser shall have the rights and remedies under **Section 15(b)** hereof;

(7) Seller shall be in good standing and it and the Property are in full compliance with all building and zoning codes applicable to the Property, if any, and the Property shall be free of all liens;

(8) Purchaser, in its sole discretion, has secured acceptable Governmental Approvals and the City has approved a Chapter 100 Plan acceptable to Purchaser in its sole discretion (unless Purchaser shall have elected to pursue approval of a Chapter 100 Plan to a date after Closing); and

(9) The Development Agreement shall be in full force and effect in the form originally executed and of even date herewith, except with respect to any amendments agreed to in writing by Seller and Purchaser.

(b) In the event that any of the foregoing conditions shall not have been fulfilled on or before the time for Closing hereunder, then Purchaser shall have the remedies provided for in **Section 15(b)** hereof.

10. **Conditions to the Seller's Obligation to Close.**

(a) The Seller shall not be obligated to proceed with the Closing unless and until each of the following conditions has been fulfilled or waived in writing by the Seller:

(1) The Purchaser shall be prepared to pay to the Seller the Purchase Price and all other amounts to be paid to it at Closing pursuant to the provisions of this Agreement;

(2) The Purchaser shall be prepared to deliver to the Seller all instruments and documents to be delivered to the Seller at the Closing pursuant to **Section 13** and **Section 14** or any other provision of this Agreement; and

(3) This Agreement shall not have been previously terminated pursuant to any other provision hereof.

(b) In the event that any of the foregoing conditions shall not have been fulfilled on or before the time for Closing hereunder, then Seller shall have the remedy provided for in **Section 15(a)** hereof.

11. **Title Insurance.**

(a) Within fifteen (15) days of the Effective Date of this Agreement, the Seller, at Seller's sole cost and expense, shall deliver (or cause the Title Insurer to deliver to the Purchaser) a commitment for the Title Policy described in **Section 11(b)** below dated on or after the Effective Date (the "**Title Commitment**"), together with legible copies of all of the underlying documentation described in such Title Commitment (the "**Title Documents**") to the extent not already delivered to Purchaser. Purchaser may obtain an updated ALTA survey of the Property at Purchaser's sole cost and expense (the "**Updated Survey**").

(b) Purchaser shall have until the day that is fifteen (15) days prior to expiration of the Due Diligence Period in which to review the Title Commitment, the Title Documents, the Updated Survey, and the Survey and notify Seller in writing, at Purchaser's election, of such objections as Purchaser may have to any matters contained therein ("**Purchaser's Objection Notice**"; any of said objections listed on Purchaser's Objection Notice are deemed the "**Objectionable Exceptions**"). If Seller does not notify Purchaser in writing within five (5) business days after receiving the Purchaser's Objection Notice, Seller shall conclusively be deemed to have agreed to remove all said Objectionable Exceptions at or before Closing. On the other hand, if Seller notifies Purchaser in writing within five (5) business days after receipt of the Purchaser's Objection Notice that it has elected not to cure one or more of said Objectionable Exceptions ("**Seller's Notice**"), Purchaser shall have the right to either (i) terminate this Agreement by delivering written notice within five (5) business days after receipt of such Seller's Notice, in which event, the Earnest Money shall be returned to Purchaser and neither party shall have any further rights or obligations under the Agreement, except for any provision of this Agreement that is expressly intended to survive the termination of this Agreement, (ii) Purchaser may consummate the transaction contemplated by this Agreement in accordance with the terms hereof, in which event, all those Objectionable Exceptions that Seller has so elected not to cure shall conclusively be deemed to constitute "**Permitted Encumbrances**", or (iii) extend Purchaser's time period to exercise its rights under (i) or (ii) of this subsection for an additional ten (10) days to attempt to address any outstanding title and/or survey issues with Seller.

(c) The Seller, at its sole expense, shall cause to be delivered to the Purchaser at Closing an owner's title insurance policy with extended coverage (the "**Title Policy**") issued by the Title Insurer, dated the day of Closing, in the full amount of the Purchase Price, the form of which shall be American Land Title Association Owner's Policy, Standard Form B, 2006 (or such other form required or promulgated pursuant to applicable state insurance regulations), insuring good and marketable title to Purchaser, subject only to the Permitted Exceptions (as defined below). The Title Policy may contain any endorsements reasonably requested by the Purchaser which are available in Missouri; provided that, the Purchaser shall satisfy itself as to the availability of any such endorsements prior to the expiration of the Due Diligence Period. The costs of any such endorsements shall be paid for by the Purchaser unless otherwise provided herein.

(d) Prior to Closing, Seller shall remove or cure (1) liens of an ascertainable amount, which liens the Seller shall cause to be released at the Closing or affirmatively insured over by the Title Insurer with the Purchaser's approval and, (2) any exceptions or encumbrances to title which are not reflected on the Title Commitment delivered to Purchaser on the Effective Date, unless Purchaser consents to same. In addition, the Seller and Purchaser shall provide the Title Insurer with all affidavits, ALTA statements or personal undertakings (collectively, the "**Owner's Affidavit**"), in form and substance reasonably acceptable to the Title Insurer, that will permit the Title Insurer to provide extended coverage and to remove the standard "mechanics lien" and "GAP" exceptions and otherwise issue the Title Policy.

(e) "**Permitted Exceptions**" shall mean: (1) any exception arising out of an act of the Purchaser or its representatives, agents, employees or independent contractors; (2) zoning and subdivision ordinances and regulations; (3) Permitted Encumbrances, as described in **Section 11(b)** above; (4) other title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount, which Seller (with the consent of Purchaser) elects to have removed or

insured over by the Title Insurer by the payment of money and which are removed or insured over at or prior to Closing; and (5) real estate taxes and assessments not yet due and payable for the year in which the Closing Date occurs and any subsequent years.

12. **Documents to be Delivered to the Purchaser at Closing.**

At Closing, the Seller shall deliver or cause to be delivered to the Purchaser each of the following instruments and documents, properly signed and notarized by Seller, as applicable:

(a) Deed. The Deed, in the form attached hereto as **Exhibit B**.

(b) The Title Policy. The Title Policy, provided, however, that the Title Policy may be delivered after the Closing if at the Closing the Title Insurer, issues a currently effective, duly-executed “marked-up” Title Commitment and irrevocably commits in writing to issue the Title Policy in the form of the “marked-up” Title Commitment after the Closing.

(c) FIRPTA. An affidavit, in the form attached hereto as **Exhibit C**, stating the Seller’s U.S. taxpayer identification number and that the Seller is a “United States person”, as defined by Internal Revenue Code Section 1445(f)(3) and Section 7701(b).

(d) Owner’s Affidavit. The Owner’s Affidavit referred to in **Section 11(d)** above.

(e) Surveys, Plans, Permits and Specifications. All existing surveys, blueprints, drawings, designs, plans and specifications, permits, and operating manuals for or with respect to the Property or any part thereof to the extent the same are in the Seller’s possession or control.

(f) Other Documents. Such other documents and instruments as may be required by any other provision of this Agreement or as may reasonably be required to carry out the terms and intent of this Agreement.

13. **Documents to be Delivered to the Seller at Closing.**

At Closing, the Purchaser shall deliver or cause to be delivered to the Seller each of the following instruments, documents and amounts:

(a) Purchase Price. The Purchase Price calculated pursuant to **Section 4** hereof.

(b) Other Documents. Such other documents and instruments as may be required by any other provision of this Agreement or as may reasonably be required to carry out the terms and intent of this Agreement.

14. **Documents to be Delivered by the Seller and the Purchaser at Closing.**

At Closing, the Purchaser and the Seller shall deliver or cause to be delivered each of the following instruments and documents:

(a) Escrow Instructions. Escrow instructions as described in **Section 8(b)**.

- (b) Settlement Statement. Executed settlement statement.

15. **Default; Termination.**

(a) If the Purchaser defaults in any material respect hereunder, and such default is not cured within ten (10) days after written notice to Purchaser, the Seller's sole remedy shall be to terminate this Agreement by giving written notice thereof to the Purchaser, whereupon the Earnest Money shall be paid to the Seller as liquidated damages as the Seller's sole and exclusive remedy, and neither party shall have any further liability or obligation to the other, except for any provision of this Agreement that is expressly intended to survive the termination of this Agreement. The parties acknowledge and agree that the Seller's actual damages in the event of purchaser's default are uncertain in amount and difficult to ascertain and that said amount of liquidated damages was reasonably determined and is not a penalty. The Seller may not exercise its sole remedy if the Seller is in default in any material respect under this Agreement.

(b) If the Seller defaults in any material respect hereunder, and such default is not cured within ten (10) days after written notice to Seller, the Purchaser may enforce this Agreement under applicable law, or terminate this Agreement by written notice to Seller, whereupon the Earnest Money shall be immediately returned to the Purchaser and neither party shall have any further liability or obligation to the other, except for any provision of this Agreement that is expressly intended to survive the termination of this Agreement. The Purchaser may not exercise its remedies hereunder if the Purchaser is in default in any material respect under this Agreement.

16. **Expenses.**

(a) Transfer taxes, if any, and title insurance premiums for the extended coverage Title Policy (other than the costs of the endorsements to such Title Policy, except for extended coverage) and one-half (1/2) of the escrow fee, shall be borne and paid by the Seller.

(b) The costs of the endorsements to the Title Policy, one-half (1/2) of the escrow fee and any other recording fees respecting the Deed, shall be borne and paid by the Purchaser.

(c) All other costs, charges, and expenses shall be borne and paid as provided in this Agreement, or in the absence of such provision, in accordance with applicable law or local custom.

(d) Fifty percent (50%) of the cost of the Updated Survey up to a maximum amount of \$5,000 shall be paid by Seller at Closing, but shall only be payable if Closing occurs pursuant to this Agreement.

(e) In the event a Phase I environmental report is obtained by Purchaser pursuant to Section 6(c) and such report recommends a further environmental study, including a Phase II groundwater or soil test (or both) the Seller shall pay at Closing the cost of such Phase II reports up to a maximum amount of \$10,000, but only if the Closing occurs pursuant to this Agreement.

17. **Intermediaries.** The Seller represents to the Purchaser, and the Purchaser represents to the Seller, that there is no broker, finder, or intermediary of any kind with whom such party has dealt in connection with this transaction. If any claim is made for broker's or finder's fees or commissions in connection with the negotiation, execution or consummation of this Agreement or the transactions contemplated hereby by or through acts of Seller or Purchaser or their respective partners, agents or affiliates, then Seller or Purchaser, as applicable, shall defend, indemnify and hold harmless the other party from and against any such claim based upon any statement, representation or agreement of such party, which obligation shall survive Closing. Purchaser discloses that Russell Pearson, a member of Purchaser, holds a Missouri real estate salesperson license.

18. **Risk of Loss.** All risk of loss shall be borne by Seller until Closing. Seller agrees to give Purchaser prompt notice of any fire or other casualty affecting the Property between the date hereof and Closing or of any actual or threatened taking or condemnation of all or any portion of the Property. If prior to the Closing there shall occur any such damage, or actual or threatened taking or condemnation, then in any such event Purchaser may at its option terminate this Agreement by notice to Seller within twenty (20) days after Purchaser has received the notice referred to above or at the Closing, whichever is earlier, and the Earnest Money shall be returned to Purchaser. If Purchaser does not so elect to terminate this Agreement, then the Closing shall take place as provided herein without abatement of the Purchase Price, and there shall be assigned to Purchaser at the Closing all of Seller's interest in and to all insurance proceeds or condemnation award that are allocable to the Property, plus a credit for the amount of any insurance deductible.

19. **General Provisions.**

(a) **Entire Agreement.** This Agreement, including all exhibits and schedules attached hereto and documents to be delivered pursuant hereto, shall constitute the entire agreement and understanding of the parties with respect to the subject matter contained herein, and there are no other prior or contemporaneous written or oral agreements, undertakings, promises, warranties, or covenants related to such subject matter not contained herein.

(b) **Amendments in Writing.** This Agreement may be amended only by a written agreement executed by all of the parties hereto.

(c) **Waiver.** No waiver of any provision or condition of this Agreement by any party shall be valid or effective unless in writing signed by such party. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act, or default.

(d) **Time of the Essence.** Time is of the essence of this Agreement. In the computation of any period of time provided for in this Agreement or by law, any date falling on a Saturday, Sunday or legal holiday when banks are not open for business in North Kansas City, Missouri, shall be deemed to refer to the next day which is not a Saturday, Sunday, or legal holiday when banks are not open for business in such location.

(e) **Severability.** Except as otherwise provided in the succeeding sentence, every term and provision of this Agreement is intended to be severable, and if any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall

not affect the legality or validity of the remainder of this Agreement. The preceding sentence shall be of no force or effect if the consequence of enforcing the remainder of this Agreement without such illegal or invalid term or provision would be to cause any party to lose the benefit of its economic bargain.

(f) Headings. Headings of sections are for convenience of reference only, and shall not be construed as a part of this Agreement.

(g) Successors and Assigns. Except as provided below, Purchaser may not assign this Agreement without the Seller's consent. However, without Seller's consent but with notice to Seller, Purchaser may assign this Agreement to any entity that Purchaser controls, that Purchaser is controlled by, or that Purchaser is under common control with; provided that, such assignment must be in writing and provides for the assignment of all of the Purchaser's obligations under this Agreement arising before or after such assignment, in which event Purchaser shall be released from any obligations hereunder. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective legal representatives, successors, assigns, heirs, and devisees of the parties.

(h) Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to be an adequate and sufficient notice if given in writing and delivery is made either by (i) personal delivery, in which case the notice shall be deemed received the date of such personal delivery or refusal of receipt, (ii) nationally recognized overnight air courier service, next day delivery, prepaid, in which case the notice shall be deemed to have been received one (1) business day following delivery to such nationally recognized overnight air courier service or refusal of receipt, or (iii) email, provided that delivery thereof is acknowledged by the receiving party, evidenced by the sender's receipt of a receipt evidencing delivery from its email program, or the sender of an email notice otherwise does not receive any indication that such email did not get delivered properly to the applicable recipient, and to the following addresses or email addresses, as applicable:

IF TO THE PURCHASER:

Blume NKC LLC
3152 S.W. Grandstand Circle
Lee's Summit, Missouri 64081
Email: rpearson@boxdevco.com and jlaron@boxdevco.com

with copies to:

Polsinelli PC
900 W. 48th Place, Suite 900
Kansas city, MO 64112
Attention: Marc Abbott
Email: mabbott@polsinelli.com

IF TO THE SELLER:

City of North Kansas City, Missouri
2010 Howell Street
North Kansas City, Missouri 64116
Attention: City Administrator
Email: knakahodo@nkc.org

with a copy to:

Thomas E. Barzee, Jr.
2010 Howell Street
North Kansas City, Missouri 64116
Email: tebarzee@nkc.org

and with a copy to:

Stephen S Sparks
Bryan Cave Leighton Paisner LLP
Suite 3800
1200 Main Street
Kansas City, Missouri 64105
Email: sssparks@bclplaw.com

or to such additional or other persons, at such other address or addresses as may be designated by notice from the Purchaser or the Seller, as the case may be, to the other party. Any notice to be delivered pursuant to this Agreement (including without limitation, any notice or responses related to title, survey or other due diligence matters) may be delivered by either Purchaser or its counsel or Seller or its counsel and the delivery of notice by counsel instead of the applicable Purchaser or Seller is expressly permitted and agreed to by the parties to this Agreement and each party's counsel shall be deemed a permitted and authorized agent of such party for purposes of delivering notices until the time that the Purchaser or Seller notifies the other party in writing that their counsel does not have authority to deliver notices of this Agreement on its behalf, respectively.

(i) Governing Law; Choice of Forum. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Missouri, notwithstanding any choice of law rules to the contrary.

(j) Counterparts; Non-Paper Records. This Agreement may be signed or otherwise authenticated in any number of counterparts and by different parties to this Agreement on separate counterparts, each of which, when so authenticated, shall be deemed an original, but all such counterparts shall constitute one and the same Agreement. Any signature or other authentication delivered by facsimile or electronic transmission shall be deemed to be an original signature hereto. Each party who signs or otherwise authenticates this Agreement hereby: (1) agrees that the other party may create a duplicate of this Agreement by storing an image of it in an electronic or other medium (a "**Non-Paper Record**"); (2) agrees that, after creating the Non-Paper Record, such party may discard or destroy the original in reliance on this Section; (3) agrees that the Non-Paper Record shall be treated as the original for all purposes; and (4) expresses its present

intent to adopt and accept the Non-Paper Record as an authenticated record of this Agreement. This Agreement, when signed or authenticated pursuant to this Section, shall be evidence of the existence of this Agreement and may be received in all courts and public spaces as conclusive evidence of the existence of this Agreement and that this Agreement was duly executed by the parties to this Agreement.

(k) Attorney's Fees. In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover all costs and expenses including its attorneys' fees in such action or proceeding in such amount as the court may adjudge reasonable. The prevailing party shall be determined by the court based upon an assessment of which party's major arguments made or positions taken in the proceedings could fairly be said to have prevailed over the other party's major arguments or positions on major disputed issues in the court's decision. If the party which shall have commenced or instituted the action, suit or proceeding shall dismiss or discontinue it without the concurrence of the other party, such other party shall be deemed the prevailing party.

(l) Construction. This Agreement shall not be construed more strictly against the Purchaser merely by virtue of the fact that the same has been prepared by the Purchaser or its counsel, it being recognized both of the parties hereto have contributed substantially and materially to the preparation of this Agreement. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders and any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

(m) 1031 Exchange. The Purchaser may structure the purchase of the Property as a like-kind exchange under Internal Revenue Code Section 1031 at Purchaser's sole cost and expense. Seller shall reasonably cooperate therewith, provided that Seller shall incur no material costs, expenses or liabilities in connection with Purchaser's exchange and the Seller shall not be required to take title to or contract for purchase of any other property. If Purchaser uses a qualified intermediary to effectuate the exchange, any assignment of the rights or obligations of such party hereunder shall not relieve, release or absolve such party of its obligations to the other party hereunder.

(n) Reporting Obligations. The Seller and the Purchaser hereby designate the Title Insurer to act as and perform the duties and obligations of the "reporting person" with respect to the transaction contemplated by this Agreement for purposes of 26 C.F.R. Section 1.6045-4(e)(5) relating to the requirements for information reporting on real estate transaction closed on or after January 1, 1991. If required, the Seller, the Purchaser and the Title Insurer shall execute at Closing a designation agreement designating the Title Insurer as the reporting person with respect to the transaction contemplated by this Agreement.

(o) Excusable Delays. The parties hereto acknowledge and agree that Purchaser's acquisition of the Property pursuant to this Agreement is dependent on Purchaser's ability to secure financing for the acquisition and development of the Property, the timing of which may or may not be affected by the COVID-19 pandemic and the effect on the lending market it has had and may have in the future. The parties agree that in the event of any such delay, the Closing Date shall be extended to accommodate such delay but not for a period longer than ninety

(90) days and the parties shall cooperate to document such extension. If Closing has not taken place and such delay remains at the end of such 90-day period, this Agreement shall automatically terminate, in which case the Earnest Money shall be immediately returned to Purchaser and neither party shall have any further rights or obligations under this Agreement, except for any provision of this Agreement that is expressly intended to survive the termination of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

SELLER:

CITY OF NORTH KANSAS CITY, MISSOURI

By: _____
Bryant DeLong, Mayor

ATTEST:

By: _____
Cyrstal Doss, City Clerk

[SEAL]

PURCHASER:

Blume NKC LLC,
a Missouri limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lot 2, Northgate Village Retail Center, 2nd Plat, a Subdivision in the City of North Kansas City, Clay County, Missouri; and

Lot 1, Northgate Village Retail Center, 3rd Plat, a Subdivision in the City of North Kansas City, Clay County, Missouri.

EXHIBIT B

FORM OF MISSOURI SPECIAL WARRANTY DEED

THIS DEED is made as of _____, 20____, by and between the CITY OF NORTH KANSAS CITY, MISSOURI ("Grantor") and Blume NKC LLC, a Missouri limited liability company ("Grantee"), with an address of 3152 S.W. Grandstand Circle, Lee's Summit, Missouri 64081.

WITNESSETH, that Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, to Grantor paid by Grantee (the receipt of which is hereby acknowledged) does by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM, unto Grantee and its successors and assigns, the following described land, lots, tracts or parcels of land, lying, being and situate in the County of Clay and State of Missouri (the "Property"), to wit:

See **Exhibit A** attached hereto.

SUBJECT TO: The permitted exceptions described on **Exhibit B** attached hereto.

TO HAVE AND TO HOLD, the Property aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in any way appertaining unto the said Grantee and unto its successors and assigns forever; Grantor hereby covenanting that it has good right to convey the same; that the said Property is free and clear from any encumbrances done or suffered by, through or under Grantor, except as above stated; and that it will warrant and defend the title of the said Property unto Grantee and unto its successors and assigns forever, against the lawful claims and demands against Grantor and Grantor's successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same by, through, or under Grantor, except as set forth above.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the day and year first above written.

GRANTOR:

CITY OF NORTH KANSAS CITY, MISSOURI

By: _____
_____, Mayor

[SEAL]

ATTEST:

By: _____
Cyrstal Doss, City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF CLAY)

BE IT REMEMBERED, that on this ___ day of _____, 20___, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, the Mayor of the City of North Kansas City, 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 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

Lot 2, Northgate Village Retail Center, 2nd Plat, a Subdivision in the City of North Kansas City, Clay County, Missouri; and

Lot 1, Northgate Village Retail Center, 3rd Plat, a Subdivision in the City of North Kansas City, Clay County, Missouri.

Exhibit B

PERMITTED EXCEPTIONS

EXHIBIT C

FORM OF FIRPTA AFFIDAVIT

Section 1445 of the Internal Revenue Code, as amended, provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person. To inform the Transferee (as defined below) that withholding of tax is not required upon the disposition of a United States real property interest by the CITY OF NORTH KANSAS CITY, MISSOURI, a third class City and municipal corporation of the State of Missouri (the “**Transferor**”) to BLUME NKC LLC, a Missouri limited liability company (the “**Transferee**”) relating to the real property described on **Schedule A** hereto (the “**Transferred Interests**”), the undersigned, being first duly sworn upon oath, does hereby depose and say, and does hereby on behalf of the Transferor represent that the following is true as of the date hereof:

1. _____ is the Mayor of the Transferor and is familiar with the affairs and business of the Transferor;
2. The Transferor is not a foreign person; that is, the Transferor is not a nonresident alien, a foreign corporation, foreign partnership, foreign trust or foreign estate (as all such terms are defined in the Internal Revenue Code of 1986, as amended, and United States Treasury Department Income Tax Regulations in effect as of the date hereof);
3. The Transferor is a third class City and municipal corporation of the State of Missouri duly organized, validly existing and in good standing under the laws of the State of Missouri;
4. The Transferor’s United States employer identification number is 44-6000236;
5. The Transferor’s office address and principal place of business is 2010 Howell Street, North Kansas City, Missouri 64116; and
6. Transferor is not a disregarded entity as defined in §1.1445-2(b)(2)(iii).

The undersigned and the Transferor understand that this affidavit and certification may be disclosed to the United States Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

All terms (whether capitalized or not) used but not defined herein shall have the same respective meanings as in the Internal Revenue Code of 1986, as amended, and the United States Treasury Department Income Tax Regulations in effect as of the date hereof.

Under penalties of perjury, we declare that we have examined this affidavit and certificate, and to the best of our knowledge and belief, it is true, correct and complete. We further declare that we have authority to sign this affidavit and certificate on behalf of the Transferor.

SCHEDULE A

LEGAL DESCRIPTION OF THE PROPERTY

Lot 2, Northgate Village Retail Center, 2nd Plat, a Subdivision in the City of North Kansas City, Clay County, Missouri; and

Lot 1, Northgate Village Retail Center, 3rd Plat, a Subdivision in the City of North Kansas City, Clay County, Missouri.

SCHEDULE 5(a)(4)
PROPERTY INFORMATION

1. Copies of all contracts if any.
2. Copies of all governmental licenses and permits if any.
3. Copies of all environmental, engineering, geo-technical reports if any.
4. Copies of any agreements that will be binding on the Purchaser after closing.
5. Copies of all insurance policies if any.
6. Copies of the real estate tax bills for the last three tax years for which bills are available.
7. A copy of the most recent survey of the Property if any.
8. A copy of the Seller's existing Owner's Title Insurance Policy if any.
9. Summary of all pending and threatened litigation and claims.
10. All other documentation reasonably requested by the Purchaser if in Seller's possession or control.

MEMORANDUM



TO: Mayor DeLong and City Council

FROM: Kevin Freeman, Chief of Police

DATE: October 5, 2021

RE: Amending City Code, 10.48.190 "Oversized Vehicles"

In looking into a recent parking complaint, staff became aware that the City's Oversized Vehicle Parking Code, 10.48.190, referred to oversized vehicles not allowed to park in the "uptown business district". The uptown business district was not defined in this chapter of the Code and research could not find where it was defined anywhere in the City Code. The overall vagueness of this language makes it difficult to enforce the Oversized Vehicle Code.

The "Central Business District" is defined in several places in the Code as bounded on the west by Burlington Street, on the north by 21st Avenue, on the east by Howell Street, and on the south by 18th Avenue. The Police Department recommends amending City Code, 10.48.190, to make parking of oversized vehicles in the "Central Business District" illegal and defining the Central Business District as described.

Attached is an Ordinance amending the City Code for the City Council's consideration.

AN ORDINANCE AMENDING SECTION 10.48.190. “OVERSIZE VEHICLES,” OF CHAPTER 10.48, “STOPPING, STANDING AND PARKING,” OF THE CODE OF THE CITY OF NORTH KANSAS CITY, MISSOURI.

WHEREAS, the City of North Kansas City, Missouri (the “**City**”) is a body corporate, a third class city and political subdivision of the State of Missouri, duly created, organized and validly existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, the City Council believes and finds that it is appropriate and in the best interests of the citizens of the City that the City certain parking requirements for oversize vehicles within the City’s central business district.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORTH KANSAS CITY, MISSOURI, AS FOLLOWS:

Section 1. Section 10.48.190, “Oversize parking,” of Chapter 10.48, “Stopping, Standing and Parking,” of Title 10, “Vehicles and Traffic,” of the Code of the City of North Kansas City, Missouri (the “**City Code**”) is hereby amended to read as follows:

10.48.190 Oversize vehicles.

A. Definition of central business district. As used in this section, the central business district of the city is bounded on the west by Burlington Street, on the north by 21st Avenue, on the east by Howell Street and on the south by 18th Avenue.

B. Prohibited parking of oversize vehicles. No person shall park any vehicle which is:

1. Over nine feet in height; or
2. Over seven feet in width; or
3. Over twenty-one (21) feet in length; on any street within the residential district or central business district or in any public parking lot without permission of the police department. The police department shall give such permission if (1) the public health, safety and welfare will not be endangered thereby, and (2) public property will not be damaged.

Section 2. **Severability.** The sections, paragraphs, sentences, clauses and phrases of this ordinance shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this ordinance is found by a court of competent jurisdiction to be invalid, the

remaining portions of this ordinance are valid, unless the court finds the valid portions of this ordinance are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 3. Governing Law. This ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 4. Effective Date. This ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor.

PASSED this 5th day of October, 2021.

Bryant DeLong, *Mayor*

ATTEST:

Crystal Doss, *City Clerk*

APPROVED this 5th day of October, 2021.

Bryant DeLong, *Mayor*

APPROVED AS TO FORM:

Anthony W. Bologna, *City Attorney*

Thomas E. Barzee, Jr., *City Counselor*

BILL NO. 7633

ORDINANCE NO. 9430

**AN ORDINANCE AUTHORIZING PAYMENT FOR CERTAIN ACCOUNTS
DUE AND PAYABLE BY THE CITY THROUGH OCTOBER 1, 2021**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORTH KANSAS
CITY, MISSOURI, AS FOLLOWS:**

SECTION 1. The City Council hereby authorizes payment from the funds of the City of North Kansas City, Missouri, the following sums:

A. General Fund	324,620.41
B. Payroll Transfers	406,449.24
C. Transportation Sales Tax	13,959.27
D. Convention & Tourism	—
E. Gaming Fund	152,826.34
F. Community Center	14,980.04
G. Water Fund	28,881.93
H. Sewerage System Fund	64,463.17
I. Pension Fund	—
J. Northgate Capital Project	4,285.75
K. Health Fund	—
L. Communications Fund	—
	<hr/>
	\$ 1,010,466.15
	<hr/> <hr/>

SECTION 2. The City Clerk is hereby authorized and directed to draw checks on the City Treasury to pay the above payments.

PASSED this 5th day of October, 2021

Mayor

APPROVED this 5th day of October, 2021

Mayor

ATTEST:

City Clerk

PAYMENT ORDINANCE DETAIL FOR OCTOBER 1, 2021

	VISA WIRE	CHECK/DRAFT	TOTAL
GENERAL FUND	\$ 16,672.52	307,947.89	324,620.41
PARKS & RECREATION	8,234.61	30,766.82	39,001.43
LIBRARY	4,151.66	13,432.04	17,583.70
TRANSPORTATION	6,180.96	7,778.31	13,959.27
CONVENTION & TOURISM	-	—	—
GAMING FUND	784.34	152,042.00	152,826.34
NORTHGATE CAPITAL PROJECT	-	4,285.75	4,285.75
HEALTH FUND	-	—	—
WATER	3,169.38	25,712.55	28,881.93
SEWER	1,152.74	63,310.43	64,463.17
COMMUNITY CENTER	-	14,980.04	14,980.04
COMMUNICATIONS FUND	-	0.00	—
PENSION	-	—	—
REPORT SUB-TOTAL	\$ 40,346.21	\$ 620,255.83	\$ 660,602.04

PAYROLL TRANSFERS THROUGH OCTOBER 1, 2021 406,449.24

Total Payments **\$ 1,067,051.28**

Less Parks & Library (56,585.13)

ORDINANCE TOTAL **\$ 1,010,466.15**



North Kansas City, MO

Expense Approval Report

By Segment (Select Below)

Payment Dates 9/22/2021 - 10/6/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Natalie Phillips	7-09-21	07/14/2021	Refund for Shelter #2	20-4661	50.00
David F Murphy	9/20/21	09/20/2021	Bond Return #190084629	10-2430	53.00
Abbey Vennard	9-20-2021	09/20/2021	Shelter #2 deposit refund	20-4661	50.00
D'Angelo White	9-20-21	09/20/2021	Shelter #1 deposit refund	20-4661	50.00
Salvatore Forte	9-21-21	09/21/2021	Bond Return #190091685	10-2430	500.00
CONTINENTAL AMERICAN INS	INV0001529	09/21/2021	CI PREMIUM	10-2257	246.90
CONTINENTAL AMERICAN INS	INV0001529	09/21/2021	CI PREMIUM	20-2257	35.40
USBANK - INSTITUTIONAL T	INV0001530	09/27/2021	P&F PENSION POLICE-EE	10-2251	1,309.68
CITY OF NORTH KANSAS CITY	INV0001531	09/28/2021	FLEX DC	10-2266	333.33
CITY OF NORTH KANSAS CITY	INV0001531	09/28/2021	FLEX MEDICAL	10-2267	940.51
CITY OF NORTH KANSAS CITY	INV0001531	09/28/2021	FLEX MEDICAL	20-2267	218.75
CITY OF NORTH KANSAS CITY	INV0001531	09/28/2021	FLEX MEDICAL	22-2267	41.67
CITY OF NORTH KANSAS CITY	INV0001531	09/28/2021	FLEX MEDICAL	60-2267	104.17
USBANK - INSTITUTIONAL T	INV0001532	09/28/2021	P&F PENSION POLICE-EE	10-2251	2,700.64
USBANK - INSTITUTIONAL T	INV0001532	09/28/2021	P&F PENSION FIRE-EE	10-2251	4,281.60
NORTH KANSAS CITY BUS CO	2021-2022 PAYMENT	09/30/2021	PER RESOLUTION NO. 21-065	10-1350	30,000.00
Veronica Galvan	9/15/21	09/30/2021	Shelter Deposit Refund	20-4661	50.00
The Rabbit hOle	9/30/21	09/30/2021	MDFB REIMBURSEMENT REQ	10-2430	152,600.00
AMERICAN BAR ASSOCIATION	9008959972	09/30/2021	2021 Dues	10-1350	270.00
KC ATA	IN-192	09/30/2021	KC ATA	10-1350	33,087.00
					226,922.65

Department: 505 - ADMINISTRATION

VERIZON WIRELESS SVCS LLC	9888442952	09/13/2021	ACCT #985727689-00001	10-505-6735	277.53
SAM'S CLUB	172819577001	09/21/2021	Toner	10-505-7001	-102.99
OFFICE DEPOT INC	195092025001	09/30/2021	office supplies	10-505-7001	153.34
Kathleen M Hubbell	2/25/21	09/30/2021	5 year sevice award replacing	10-505-5490	100.00
BLUE CROSS BLUE SHIELD OF	9/27/21	09/30/2021	9/27/21	10-505-5310	76.02
CYPRESS MEDIA, LLC	IPL00382440	09/30/2021	LEGAL AD -- BUDGET -- PUBLI	10-505-6030	177.28
Department 505 - ADMINISTRATION Total:					681.18

Department: 507 - ECONOMIC DEVELOPMENT

BRYAN CAVE LEIGHTON PAISN	11046903	09/30/2021	LEGAL FEES -- 18TH & SWIFT -	10-507-6090	3,772.25
Department 507 - ECONOMIC DEVELOPMENT Total:					3,772.25

Department: 510 - FIRE

VERIZON WIRELESS SVCS LLC	9888442952	09/13/2021	ACCT #985727689-00001	10-510-6735	40.60
VERIZON WIRELESS SVCS LLC	9888442952	09/13/2021	ACCT #985727689-00001	10-510-7125	560.16
DONALD W HANSEN	TRIP 21-0112	09/17/2021	2021 FMAM CONFERENCE IN	10-510-5426	209.49
BLUE VALLEY PUBLIC SAFETY, I	15944	09/21/2021	Hours of service to repair Stor	10-510-7120	782.00
OFFICE DEPOT INC	193991869001	09/21/2021	Glues, Legal Note pads, 2022	10-510-7001	255.85
OFFICE DEPOT INC	193996961001	09/21/2021	Glues, Legal Note pads, 2022	10-510-7001	2.65
ZOLL MEDICAL CORP	3356862	09/21/2021	Lithium Batteries for Medical	10-510-7120	1,263.00
DAY-STAR CORPORATION	581710	09/21/2021	Hydration Additive	10-510-7014	171.00
ADVANCED DATA PROCESSIN	601638	09/21/2021	Monthly Ambulance Collectio	10-510-6305	1,535.32
HILLYARD INC	604464404	09/21/2021	60 Gallon Liners 3 cases	10-510-7014	200.04
BOUND TREE MEDICAL LLC	84207884	09/21/2021	IV Catheter	10-510-7011	143.50
GALLS LLC	BC1379858	09/21/2021	Garrison belt	10-510-7050	26.09
GALLS LLC	BC1421376	09/21/2021	Polos & Tactical Shorts	10-510-7050	1,636.32
Office Essentials Inc	CIV1620695	09/21/2021	Bottle water	10-510-7014	39.84
USBANK - INSTITUTIONAL T	INV0001532	09/28/2021	P&F PENSION FIRE-ER	10-510-5220	9,529.92
VOYAGER FLEET SYSTEMS, INC	8692616772139	09/30/2021	SERVICE THRU 02/24/2020 AC	10-510-7075	2,500.29
BLUE CROSS BLUE SHIELD OF	9/27/21	09/30/2021	9/27/21	10-510-5310	224.44
DR STEVEN L RUSSELL	OCT 2021	10/05/2021	Payments for Oct 2021 to Mar	10-510-5480	1,000.00
Department 510 - FIRE Total:					20,120.51

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Payment Dates: 9/22/2021 - 10/6/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 515 - POLICE					
VERIZON WIRELESS SVCS LLC	9888442952	09/13/2021	ACCT #985727689-00001	10-515-6060	520.13
VERIZON WIRELESS SVCS LLC	9888442952	09/13/2021	ACCT #985727689-00001	10-515-6735	539.34
VERIZON WIRELESS SVCS LLC	9888442952	09/13/2021	ACCT #985727689-00001	10-515-7018	40.01
BOARD OF POLICE COMMISSI	10771, 10813	09/22/2021	CRIME SCENE SCHOOL HARM	10-515-5426	1,024.00
BOARD OF POLICE COMMISSI	10771, 10813	09/22/2021	CRIME SCENE SCHOOL FRIEDE	10-515-5426	1,024.00
SOLI'S PRINTING INC	173727	09/22/2021	REC PROP TAGS	10-515-7018	427.00
MIDWEST CARD & ID SOLUTI	28948	09/22/2021	PRINTER RIBBON	10-515-7001	211.10
THE MEDICAL LAUNDRY SERVI	617812, 618014, 618405	09/22/2021	JAIL LAUNDRY 07-28	10-515-7020	34.80
THE MEDICAL LAUNDRY SERVI	617812, 618014, 618405	09/22/2021	JAIL LAUNDRY 08-18	10-515-7020	34.80
THE MEDICAL LAUNDRY SERVI	617812, 618014, 618405	09/22/2021	JAIL LAUNDRY 08-04	10-515-7020	34.80
GT DISTRIBUTORS INC	INV0861902	09/22/2021	HANEY BODY ARMOR	10-515-7050	1,295.25
Aaron Schank	9/11 to 9/24	09/27/2021	payroll est check	10-515-5002	611.72
USBANK - INSTITUTIONAL T	INV0001530	09/27/2021	P&F PENSION POLICE-ER	10-515-5220	2,915.08
REJIS COMMISSION	469047	09/28/2021	REJIS SEPT 2021	10-515-6060	946.58
ENFORCEMENT VIDEO LLC	ACCINV0032879	09/28/2021	CAMERA CLIPS	10-515-7210	378.00
USBANK - INSTITUTIONAL T	INV0001532	09/28/2021	P&F PENSION POLICE-ER	10-515-5220	6,011.09
VOYAGER FLEET SYSTEMS, INC	8692616772139	09/30/2021	SERVICE THRU 02/24/2020 AC	10-515-7075	5,075.66
BLUE CROSS BLUE SHIELD OF	9/27/21	09/30/2021	9/27/21	10-515-5310	478.20
Department 515 - POLICE Total:					21,601.56
Department: 521 - BUILDINGS & GROUNDS					
SAM'S CLUB	GQYLVL Credit	08/25/2021	dup payment	10-521-7006	-144.00
VERIZON WIRELESS SVCS LLC	9888442952	09/13/2021	ACCT #985727689-00001	10-521-6735	81.20
CENTRAL POWER SYSTEMS &	R114008006	09/27/2021	Alarm repair in 911 center	10-521-7110	569.54
HI-GENE'S JANITORIAL SVC IN	71632-2	09/30/2021	Cleaning and restock supplies	10-521-7006	826.05
VOYAGER FLEET SYSTEMS, INC	8692616772139	09/30/2021	SERVICE THRU 02/24/2020 AC	10-521-7075	583.76
CARRIER CORPORATION	90151270	09/30/2021	Air Conditioning Repair	10-521-7110	206.00
Department 521 - BUILDINGS & GROUNDS Total:					2,122.55
Department: 525 - PUBLIC WORKS ADMIN					
VERIZON WIRELESS SVCS LLC	9888442952	09/13/2021	ACCT #985727689-00001	10-525-6735	78.31
SAM'S CLUB	082021	09/30/2021	Food for PW Event	10-525-5426	290.42
DREXEL TECHNOLOGIES, INC	55825	09/30/2021	Annual Plotter Maintenance	10-525-6110	1,188.00
VOYAGER FLEET SYSTEMS, INC	8692616772139	09/30/2021	SERVICE THRU 02/24/2020 AC	10-525-7075	75.14
Department 525 - PUBLIC WORKS ADMIN Total:					1,631.87
Department: 526 - COMMUNITY DEVELOPMENT					
VERIZON WIRELESS SVCS LLC	9888442952	09/13/2021	ACCT #985727689-00001	10-526-6735	323.14
VOYAGER FLEET SYSTEMS, INC	8692616772139	09/30/2021	SERVICE THRU 02/24/2020 AC	10-526-7075	189.63
Department 526 - COMMUNITY DEVELOPMENT Total:					512.77
Department: 533 - INTERDEPARTMENTAL					
VERIZON WIRELESS SVCS LLC	9888442952	09/13/2021	ACCT #985727689-00001	10-533-7120	249.99
JIM'S DISPOSAL SERVICE LLC	55661	09/20/2021	solid waste services for city a	10-533-6750	20,503.56
IDENTITY MARKETING GROUP	730126	09/21/2021	12 Can Convertible Duffel Coo	10-533-6328	1,044.77
MCI	74445975	09/25/2021	BILL PAYER ID #93147422	10-533-6730	369.70
ClearGov Inc	CGSOSEPT21	09/29/2021	ClearGov Budget Suite FY21	10-533-6115	3,000.00
SPIRE MISSOURI INC	9/25/21	09/30/2021	Various Accounts Paid	10-533-6720	79.03
Katie Stokes	9/29/21	09/30/2021	block party reimbursement	10-533-7390	146.23
WINDSTREAM CORPORATION	9/8/21	09/30/2021	8/8/19-9/8/19 SERVICES ACCT	10-533-6730	560.58
AT&T	9/19/21	10/01/2021	Service From 9/19 to10/18 Ac	10-533-6730	374.68
TYLER TECHNOLOGIES INC	OCT 2021	10/05/2021	TYLER TECH ANNUAL SUPPOR	10-533-6115	3,486.00
North Kansas City Hospital	OCT 2021	10/05/2021	Wellness Services	10-533-6328	1,368.00
Department 533 - INTERDEPARTMENTAL Total:					31,182.54
Department: 535 - GAMING					
MEDLINE INDUSTRIES INC	1965685418	09/21/2021	PCR Machine	25-535-8750	14,542.80
OLSSON ASSOCIATES	398305	09/22/2021	ENCUMBER - BURLINGTON E	25-535-8770	2,420.98
C M J Lawn	27007	09/27/2021	Monthly Lawn Service	25-535-6090	2,250.00
BRYAN CAVE LEIGHTON PAISN	11046848	09/30/2021	LEGAL FEES -- ARRA -- MASTE	25-535-8700	1,501.00
BRYAN CAVE LEIGHTON PAISN	11046897	09/30/2021	LEGAL FEES -- ARRA -- GROCE	25-535-8700	454.25
BRYAN CAVE LEIGHTON PAISN	11046898	09/30/2021	LEGAL FEES -- I-35 & ARMOUR	25-535-8700	158.00
BRYAN CAVE LEIGHTON PAISN	11046899	09/30/2021	LEGAL FEES -- CID - ARRA	25-535-8700	98.75

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Payment Dates: 9/22/2021 - 10/6/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BRYAN CAVE LEIGHTON PAISN	11046901	09/30/2021	LEGAL FEES -- ARRA -- MILHA	25-535-8700	197.50
BRYAN CAVE LEIGHTON PAISN	11046902	09/30/2021	LEGAL FEES -- ARRA -- HEALTH	25-535-8700	316.00
OLSSON ASSOCIATES	395669	09/30/2021	Burlington Streetscape WP 1 t	25-535-8770	14,023.09
MCCONNELL & ASSOCIATES C	App 1	09/30/2021	Howell St Bump-Outs	25-535-8770	114,063.30
127 SWIFT LLC	OCT 2021	10/05/2021	PARKING LOT (CLAY & SWIFT)	25-535-8770	2,016.33
Department 535 - GAMING Total:					152,042.00

Department: 536 - NORTHGATE

BOKF NA	ON HOT AUG 2021	09/24/2021	One North HOT JUNE 2021	46-536-6090	14,980.04
BRYAN CAVE LEIGHTON PAISN	11046908	09/30/2021	LEGAL FEES -- STAR DEVELOP	44-536-6030	118.50
BRYAN CAVE LEIGHTON PAISN	11046909	09/30/2021	LEGAL FEES -- NORTHGATE --	44-536-6030	4,167.25
Department 536 - NORTHGATE Total:					19,265.79

Department: 540 - PARKS & RECREATION

VERIZON WIRELESS SVCS LLC	9888442952	09/13/2021	ACCT #985727689-00001	20-540-6735	293.61
Evergy	9-15-21	09/15/2021	Service 8/15 to 9/14	20-540-6710	140.32
LIBERTY SPORTS OFFICIALS	9/20/21	09/20/2021	Umpires fall adult softball	20-540-7090	203.00
MEGA INDUSTRIES CORP	729MACK-20210831	09/21/2021	MACKEN PARK BASEBALL FIEL	20-540-8720	28,215.00
MOBILE MEDIA TECHNOLOGIE	26760	09/27/2021	TextCaster Annual Service Fee	20-540-7090	500.00
IDENTITY MARKETING GROUP	730096	09/27/2021	Staff Shirts	20-540-6620	464.73
VOYAGER FLEET SYSTEMS, INC	8692616772139	09/30/2021	SERVICE THRU 02/24/2020 AC	20-540-7075	259.38
SPIRE MISSOURI INC	9/25/21	09/30/2021	Various Accounts Paid	20-540-6720	31.44
WINDSTREAM CORPORATION	9/8/21	09/30/2021	8/8/19-9/8/19 SERVICES ACCT	20-540-6730	30.47
AT&T	9/19/21	10/01/2021	Service From 6/19-7/18/20 Ac	20-540-6730	174.72
Department 540 - PARKS & RECREATION Total:					30,312.67

Department: 550 - LIBRARY

JEAN R ANTES	100	02/18/2020	CHILDRENS PROGRAM	21-550-7320	103.92
Board of Directors St Louis Pu	071921-1	09/27/2021	BOOK	21-550-7370	14.00
OCLC ONLINE COMPUTER LIB	1000130554	09/27/2021	cataloging	21-550-7360	43.00
OCLC ONLINE COMPUTER LIB	1000148091	09/27/2021	CATALOGING	21-550-7360	43.00
EBSCO INDUSTRIES INC	1000165474-1	09/27/2021	AUTOMATION SERVICES	21-550-6455	3,057.00
Blackstone Audio Inc.	1242923	09/27/2021	AUDIOVISUAL	21-550-7340	108.82
Blackstone Audio Inc.	1244118	09/27/2021	AUDIOVISUAL	21-550-7340	120.90
COPY CARD CONTROL SYSTE	127334	09/27/2021	MAINT AGREEMENT	21-550-6110	44.48
MIDWEST TAPE LLC	500965541	09/27/2021	AUDIOISUAL	21-550-7340	22.49
MIDWEST TAPE LLC	500965543	09/27/2021	AUDIOVISUAL	21-550-7340	15.99
MIDWEST TAPE LLC	500999788	09/27/2021	AUTOVISUAL	21-550-7340	26.24
MIDWEST TAPE LLC	500999789	09/27/2021	AUDIOVISUAL	21-550-7340	22.49
MIDWEST TAPE LLC	501000070	09/27/2021	AUDIOVISUAL	21-550-7340	41.98
MOTION PICTURE LICENSING	504365044	09/27/2021	SERVICES	21-550-6355	125.85
INGRAM LIBRARY SERVICES	54624498	09/27/2021	BOOKS	21-550-7370	609.29
INGRAM LIBRARY SERVICES	54682455	09/27/2021	BOOKS	21-550-7370	552.10
INGRAM LIBRARY SERVICES	54735199	09/27/2021	BOOKS	21-550-7370	188.98
INGRAM LIBRARY SERVICES	54787488	09/27/2021	BOOKS	21-550-7370	1,609.95
INGRAM LIBRARY SERVICES	54833384	09/27/2021	BOOKS	21-550-7370	188.25
CENGAGE LEARNING INC	75747309	09/27/2021	BOOKS	21-550-7370	1,047.90
CENGAGE LEARNING INC	75828012	09/27/2021	BOOKS	21-550-7370	31.85
CURATORS OF THE UNIV OF	MOR0029520	09/27/2021	AUTOMATION SERVICES	21-550-6455	5,238.84
AT&T	9/19/21	10/01/2021	Service From 6/19-7/18/20 Ac	21-550-6730	174.72
Department 550 - LIBRARY Total:					13,432.04

Department: 560 - WATER

VERIZON WIRELESS SVCS LLC	9888442952	09/13/2021	ACCT #985727689-00001	60-560-6735	540.63
Evergy	9/16/21	09/16/2021	Service 8/16 to 9/15	60-560-6710	50.86
GEIGER READY-MIX CO INC	1022098	09/17/2021	Water Repairs	60-560-8770	621.00
MISSOURI WATER & WASTEWA	TM2022	09/17/2021	MWWC Membership - Terry	60-560-6220	35.00
MISSISSIPPI LIME CO	1571343	09/20/2021	3 loads of lime for water plant	60-560-7005	5,481.94
MISSISSIPPI LIME CO	1571395	09/20/2021	3 loads of lime for water plant	60-560-7005	5,587.53
MISSISSIPPI LIME CO	1571413	09/20/2021	3 loads of lime for water plant	60-560-7005	5,404.37
MCI	74445975	09/25/2021	BILL PAYER ID #93147422	60-560-6730	73.57
BRUCE BLANCH	09112021	09/27/2021	Replace Sunny Hills Pump Ho	60-560-8770	4,732.50
MISSOURI ONE CALL SYSTEM I	1080244	09/27/2021	Utility Locates	60-560-6090	178.75

Expense Approval Report

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MISSOURI WATER & WASTEWA	15423, 15425	09/27/2021	Training Courses for J Sponsle	60-560-5426	275.00
SHICK SOLUTIONS INC	272376	09/27/2021	TubeFrame	60-560-8730	730.24
USIC HOLDINGS INC	458781	09/27/2021	Utility Locates	60-560-6090	601.25
OTIS ELEVATOR CO INC	TMK19121001	09/27/2021	Water Plant Elevator Repair	60-560-7110	365.00
VOYAGER FLEET SYSTEMS, INC	8692616772139	09/30/2021	SERVICE THRU 02/24/2020 AC	60-560-7075	587.22
SPIRE MISSOURI INC	9/25/21	09/30/2021	Various Accounts Paid	60-560-6720	127.35
WINDSTREAM CORPORATION	9/8/21	09/30/2021	8/8/19-9/8/19 SERVICES ACCT	60-560-6730	48.75
CYPRESS MEDIA, LLC	IPL00382380	09/30/2021	WATER RATE CHANGE -- LEGA	60-560-6090	127.42
TYLER TECHNOLOGIES INC	025-350233	10/01/2021	OCT 2021 MONTHLY FEE	60-560-6345	40.00
Department 560 - WATER Total:					25,608.38

Department: 570 - WATER POLLUTION CONTROL

VERIZON WIRELESS SVCS LLC	9888442952	09/13/2021	ACCT #985727689-00001	61-570-6735	40.60
Evergy	9-15-21	09/15/2021	Service 8/15 to 9/14	61-570-6710	150.38
Evergy	9/16/21	09/16/2021	Service 8/16 to 9/15	61-570-6710	852.94
ACE PIPE CLEANING INC	143703	09/20/2021	Clean flood station	61-570-8770	9,120.00
LETTS, VAN KIRK & ASSOCIATE	15729	09/20/2021	Grate replacement	61-570-8770	20,857.71
MUSSELMAN & HALL CONTRA	35403	09/20/2021	Sinkhole work	61-570-8770	7,955.43
MCI	74445975	09/25/2021	BILL PAYER ID #93147422	61-570-6730	73.57
COMMERCIAL LAWN CARE IN	3198	09/27/2021	Herbicide Treatment	61-570-7110	450.00
RL YATES ELECTRIC CO INC	3400	09/27/2021	Square D Soft Start	61-570-8770	1,944.75
RL YATES ELECTRIC CO INC	3474	09/27/2021	Xtreme Power Conversion	61-570-8770	1,261.25
RAFTELIS FINANCIAL CONSUT	20741	09/29/2021	FY 21 Water WPC Rate Study	61-570-6090	19,905.00
Thomas C Bumgardner II	20210823TB1	09/30/2021	McCrometer Check	61-570-6090	250.00
VOYAGER FLEET SYSTEMS, INC	8692616772139	09/30/2021	SERVICE THRU 02/24/2020 AC	61-570-7075	121.98
SPIRE MISSOURI INC	9/25/21	09/30/2021	Various Accounts Paid	61-570-6720	53.76
WINDSTREAM CORPORATION	9/8/21	09/30/2021	8/8/19-9/8/19 SERVICES ACCT	61-570-6730	18.28
CYPRESS MEDIA, LLC	IPL00382380	09/30/2021	SEWER RATE CHANGE -- LEGA	61-570-6090	127.42
TYLER TECHNOLOGIES INC	025-350233	10/01/2021	OCT 2021 MONTHLY FEE	61-570-6345	40.00
AT&T	9/19/21	10/01/2021	Service From 6/19-7/18/20 Ac	61-570-6730	87.36
Department 570 - WATER POLLUTION CONTROL Total:					63,310.43

Department: 580 - TRANSPORTATION

VERIZON WIRELESS SVCS LLC	9888442952	09/13/2021	ACCT #985727689-00001	22-580-6735	365.40
VERIZON WIRELESS SVCS LLC	9888442952	09/13/2021	ACCT #985727689-00001	22-580-7210	-10.01
THE WORK ZONE INC	60027	09/20/2021	Crosswalk Painting	22-580-7185	1,100.16
MCI	74445975	09/25/2021	BILL PAYER ID #93147422	22-580-6730	73.57
MCCONNELL & ASSOCIATES C	2109-047918	09/30/2021	22-580-7183	22-580-7183	1,474.92
VOYAGER FLEET SYSTEMS, INC	8692616772139	09/30/2021	SERVICE THRU 02/24/2020 AC	22-580-7075	923.46
SPIRE MISSOURI INC	9/25/21	09/30/2021	Various Accounts Paid	22-580-6720	159.77
WINDSTREAM CORPORATION	9/8/21	09/30/2021	8/8/19-9/8/19 SERVICES ACCT	22-580-6730	12.19
INDUSTRIAL HARDWARE DIST	IHD 093021	09/30/2021	Reimbursement for Streetsca	22-580-8770	3,200.00
101 LAND HOLDINGS LLC	OCT 2021	10/05/2021	Salt Barn Rent	22-580-6130	437.18
Department 580 - TRANSPORTATION Total:					7,736.64

Grand Total: 620,255.83

Report Summary

Fund Summary

Fund	Payment Amount
10 - GENERAL FUND	307,947.89
20 - PARKS & RECREATION	30,766.82
21 - LIBRARY	13,432.04
22 - TRANSPORTATION	7,778.31
25 - GAMING	152,042.00
44 - NORTHGATE PROJECT	4,285.75
46 - One North	14,980.04
60 - WATER FUND	25,712.55
61 - WATER POLLUTION CONTROL	63,310.43
Grand Total:	620,255.83

Account Summary

Account Number	Account Name	Payment Amount
10-1350	PREPAID OTHER	63,357.00
10-2251	FIRE & POLICE PENSION	8,291.92
10-2257	CRITICAL HEALTH INS	246.90
10-2266	DEPENDENT CARE	333.33
10-2267	MEDICAL REIMBURSEM	940.51
10-2430	CLEARING	153,153.00
10-505-5310	HEALTH, DENTAL & LIFE I	76.02
10-505-5490	PERSONNEL/BOARDS A	100.00
10-505-6030	OTHER LEGAL COSTS	177.28
10-505-6735	PAGERS & CELL PHONES	277.53
10-505-7001	OFFICE SUPPLIES	50.35
10-507-6090	PROFESSIONAL SERVICE	3,772.25
10-510-5220	PENSION EXPENSE	9,529.92
10-510-5310	HEALTH, DENTAL & LIFE I	224.44
10-510-5426	TRAINING/TRAVEL APPO	209.49
10-510-5480	PHYSICIAN FEES	1,000.00
10-510-6305	AMBULANCE BILLING C	1,535.32
10-510-6735	PAGERS & CELL PHONES	40.60
10-510-7001	OFFICE SUPPLIES	258.50
10-510-7011	FIRST AID SUPPLIES	143.50
10-510-7014	QUARTERS MAINTENAN	410.88
10-510-7050	UNIFORMS	1,662.41
10-510-7075	GASOLINE	2,500.29
10-510-7120	EQUIPMENT MAINTENA	2,045.00
10-510-7125	SOFTWARE MAINT & SE	560.16
10-515-5002	SALARIES - APPOINTED	611.72
10-515-5220	PENSION EXPENSE	8,926.17
10-515-5310	HEALTH, DENTAL & LIFE I	478.20
10-515-5426	TRAINING/TRAVEL APPO	2,048.00
10-515-6060	COMPUTER OPERATION	1,466.71
10-515-6735	PAGERS & CELL PHONES	539.34
10-515-7001	OFFICE SUPPLIES	211.10
10-515-7018	INVESTIGATIVE OPERATI	467.01
10-515-7020	DETENTION SUPPLIES	104.40
10-515-7050	UNIFORMS	1,295.25
10-515-7075	GASOLINE	5,075.66
10-515-7210	MINOR EQUIPMENT	378.00
10-521-6735	PAGERS & CELL PHONES	81.20
10-521-7006	CUSTODIAL SUPPLIES	682.05
10-521-7075	GASOLINE	583.76
10-521-7110	BUILDING MAINTENANC	775.54
10-525-5426	TRAINING/TRAVEL APPO	290.42
10-525-6110	MAINTENANCE AGREEM	1,188.00
10-525-6735	PAGERS & CELL PHONES	78.31

Account Summary

Account Number	Account Name	Payment Amount
10-525-7075	GASOLINE	75.14
10-526-6735	PAGERS & CELL PHONES	323.14
10-526-7075	GASOLINE	189.63
10-533-6115	SOFTWARE MAINT & SE	6,486.00
10-533-6328	EMPLOYEE WELLNESS P	2,412.77
10-533-6720	GAS	79.03
10-533-6730	TELEPHONE	1,304.96
10-533-6750	TRASH COLLECTION	20,503.56
10-533-7120	MINOR EQUIPMENT	249.99
10-533-7390	CONTINGENCIES	146.23
20-2257	CRITICAL HEALTH INS	35.40
20-2267	MEDICAL REIMBURSEM	218.75
20-4661	FACILITY USE FEES	200.00
20-540-6620	SPECIAL PARK EVENTS	464.73
20-540-6710	ELECTRICITY	140.32
20-540-6720	GAS	31.44
20-540-6730	TELEPHONE	205.19
20-540-6735	PAGERS & CELL PHONES	293.61
20-540-7075	GASOLINE	259.38
20-540-7090	OTHER SUPPLIES	703.00
20-540-8720	BUILDINGS	28,215.00
21-550-6110	MAINTENANCE AGREEM	44.48
21-550-6355	OTHER SERVICES	125.85
21-550-6455	AUTOMATION SERVICES	8,295.84
21-550-6730	TELEPHONE	174.72
21-550-7320	CHILDREN'S PROGRAMS	103.92
21-550-7340	AUDIOVISUAL	358.91
21-550-7360	CATALOGING & PROCESS	86.00
21-550-7370	BOOKS	4,242.32
22-2267	MEDICAL REIMBURSEM	41.67
22-580-6130	LEASE/RENTAL AGREEM	437.18
22-580-6720	GAS	159.77
22-580-6730	TELEPHONE	85.76
22-580-6735	PAGERS & CELL PHONES	365.40
22-580-7075	GASOLINE	923.46
22-580-7183	STREET REPAIR MATERIA	1,474.92
22-580-7185	STREET SIGN REPLACEM	1,100.16
22-580-7210	MINOR EQUIPMENT	-10.01
22-580-8770	INFRASTRUCTURE	3,200.00
25-535-6090	PROFESSIONAL SERVICE	2,250.00
25-535-8700	LAND ACQUISITION	2,725.50
25-535-8750	EQUIPMENT	14,542.80
25-535-8770	INFRASTRUCTURE	132,523.70
44-536-6030	OTHER LEGAL FEES	4,285.75
46-536-6090	PROFESSIONAL SERVICE	14,980.04
60-2267	MEDICAL REIMBURSEM	104.17
60-560-5426	TRAINING/TRAVEL APPO	275.00
60-560-6090	PROFESSIONAL SERVICE	907.42
60-560-6220	DUES & MEMBERSHIPS	35.00
60-560-6345	BANK FEES	40.00
60-560-6710	ELECTRICITY	50.86
60-560-6720	GAS	127.35
60-560-6730	TELEPHONE	122.32
60-560-6735	PAGERS & CELL PHONES	540.63
60-560-7005	CHEMICALS	16,473.84
60-560-7075	GASOLINE	587.22
60-560-7110	PLANT MAINTENANCE	365.00
60-560-8730	BUILDING IMPROVEME	730.24

Account Summary

Account Number	Account Name	Payment Amount
60-560-8770	INFRASTRUCTURE	5,353.50
61-570-6090	PROFESSIONAL SERVICE	20,282.42
61-570-6345	BANK FEES	40.00
61-570-6710	ELECTRICITY	1,003.32
61-570-6720	GAS	53.76
61-570-6730	TELEPHONE	179.21
61-570-6735	PAGERS & CELL PHONES	40.60
61-570-7075	GASOLINE	121.98
61-570-7110	BUILDING MAINTENANC	450.00
61-570-8770	INFRASTRUCTURE	41,139.14
	Grand Total:	620,255.83

Project Account Summary

Project Account Key	Payment Amount
None	391,825.95
1712	730.24
2121	3,200.00
2571	4,732.50
2612	33,183.71
2651	114,063.30
290	28,215.00
5891	621.00
5941	7,955.43
6001	16,444.07
7651	2,725.50
7683	14,542.80
9302	2,016.33
	Grand Total:
	620,255.83

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Account	Account Name	Description	Project Account Key	IFT	Amount
10-505-5427	TRAINING & TRAVEL - ELECTED	Amtrak Mobil			58.00
10-525-7140	VEHICLE MAINTENANCE	Vioc 050102			129.97
10-525-7050	UNIFORMS	Day Star Corporation			44.80
10-505-5427	TRAINING & TRAVEL - ELECTED	Southwes			97.98
10-505-6030	OTHER LEGAL COSTS	Mo Sec Of State			26.25
10-505-6030	OTHER LEGAL COSTS	4te clay Co Mo Recorder P			70.73
10-505-7001	OFFICE SUPPLIES	Amzn Mktp Us			464.55
10-505-5426	TRAINING/TRAVEL APPOINTED	Missouri State Web			125.00
10-533-7009	POSTAGE & METER EXPENSE	Fedex			41.77
10-505-5426	TRAINING/TRAVEL APPOINTED	North Kansas City Busi			66.00
10-505-5427	TRAINING & TRAVEL - ELECTED	North Kansas City Busi			22.00
10-505-5427	TRAINING & TRAVEL - ELECTED	Northland Regional Chamb			25.00
10-505-7001	OFFICE SUPPLIES	Officemax Depot 6306			96.55
10-505-5426	TRAINING/TRAVEL APPOINTED	Tst Hawg Jaw Que Brew			192.18
10-505-5427	TRAINING & TRAVEL - ELECTED	Tst Hawg Jaw Que Brew			144.98
10-505-5426	TRAINING/TRAVEL APPOINTED	Jimmy Johns 2157			30.06
10-505-5426	TRAINING/TRAVEL APPOINTED	Panera Bread 202380			84.36
10-505-5427	TRAINING & TRAVEL - ELECTED	Panera Bread 202380			63.65
10-505-5426	TRAINING/TRAVEL APPOINTED	Samsclub Com			36.87
10-505-5427	TRAINING & TRAVEL - ELECTED	Samsclub Com			27.81
10-505-5426	TRAINING/TRAVEL APPOINTED	Samsclub Com			54.26
10-505-5427	TRAINING & TRAVEL - ELECTED	Samsclub Com			40.93
10-505-5426	TRAINING/TRAVEL APPOINTED	Jimmy Johns 2157 E			130.89
10-505-5427	TRAINING & TRAVEL - ELECTED	Jimmy Johns 2157 E			98.74
10-505-7001	OFFICE SUPPLIES	Amazon Com 256or0fn1 Amzn			19.85
10-505-5426	TRAINING/TRAVEL APPOINTED	North Kansas City Busi			22.00
10-505-5427	TRAINING & TRAVEL - ELECTED	North Kansas City Busi			22.00
10-505-5427	TRAINING & TRAVEL - ELECTED	National League Of			475.00
10-505-7001	OFFICE SUPPLIES	Qt 169			3.36
10-505-7001	OFFICE SUPPLIES	McDonalds F12261			9.01
10-505-5426	TRAINING/TRAVEL APPOINTED	Smokin Guns Bbq			135.06
10-505-5427	TRAINING & TRAVEL - ELECTED	Smokin Guns Bbq			101.89
10-505-5427	TRAINING & TRAVEL - ELECTED	Jimmy Johns 2157			6.76
22-580-7023	SAFETY SUPPLIES	The Work Zone			154.20
22-580-7183	STREET REPAIR MATERIALS	McConnell And Associates			52.98
22-580-7110	BUILDING MAINTENANCE	Lowes 02767			55.94
22-580-7110	BUILDING MAINTENANCE	Lowes 02767			54.98
22-580-7160	PUBLIC SPACES MAINTENANCE	Siteone Landscape Supply			73.18
22-580-7005	CHEMICALS	Feldmans Farm And Home			85.98
22-580-7050	UNIFORMS	Feldmans Farm And Home			100.97
22-580-7005	CHEMICALS	Feldmans Farm And Home			83.97
22-580-7183	STREET REPAIR MATERIALS	Vance Brothers Kc Hot Mx			54.00
22-580-7090	OTHER SUPPLIES	Samsclub 8207			78.64
22-580-7183	STREET REPAIR MATERIALS	Vance Brothers Kc Hot Mx			54.00
22-580-7005	CHEMICALS	Hd Supply White Cap 125			254.26
22-580-7023	SAFETY SUPPLIES	American Textile Mills			49.32
22-580-7005	CHEMICALS	Siteone Landscape Supply			184.52
22-580-7090	OTHER SUPPLIES	Lowes 02767			153.72
22-580-7005	CHEMICALS	Commercial Industria			231.00
22-580-7110	BUILDING MAINTENANCE	Regal Plastic Regal Gra			110.78
22-580-7183	STREET REPAIR MATERIALS	McConnell And Associates			189.98
22-580-7183	STREET REPAIR MATERIALS	Grainger			56.48
22-580-7110	BUILDING MAINTENANCE	Lowes 02767			19.96
22-580-5426	TRAINING/TRAVEL APPOINTED	Tst Hawaiian Brothers			26.72
10-521-7050	UNIFORMS	Feldmans Farm And Home			119.97
10-521-7140	VEHICLE MAINTENANCE	Oreilly Auto Parts 1661			16.99
10-521-7140	VEHICLE MAINTENANCE	Advance Auto Parts 7562			85.13
10-521-7140	VEHICLE MAINTENANCE	Hanna Rubber Co			39.30
10-526-7050	UNIFORMS	Galls			53.94
10-526-7140	VEHICLE MAINTENANCE	Tidal Wave Auto Spa Ant			15.00
10-510-7140	VEHICLE MAINTENANCE	Advance Auto Parts 7562			19.99

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Account	Account Name	Description	Project Account Key	IFT	Amount
10-515-7120	EQUIPMENT MAINTENANCE	Batteries Plus 243			67.98
21-550-7320	CHILDREN'S PROGRAMS	Amazon Com 2p0jk28z2			50.00
21-550-7320	CHILDREN'S PROGRAMS	Amazon Com 2d6659c00 Amzn			70.00
21-550-7320	CHILDREN'S PROGRAMS	Amazon Com 2d52u1zy1			50.00
21-550-7320	CHILDREN'S PROGRAMS	Amazon Com 2d3t71361 Amzn			50.00
10-515-7140	VEHICLE MAINTENANCE	Goodyear Auto Svs Ct 4352			47.45
10-515-5426	TRAINING/TRAVEL APPOINTED	Public Agency Training			525.00
10-515-5426	TRAINING/TRAVEL APPOINTED	Public Agency Training			-525.00
10-515-7050	UNIFORMS	Galls			258.31
61-570-7140	VEHICLE MAINTENANCE	Kevins Car Wash			64.12
61-570-7140	VEHICLE MAINTENANCE	Kevins Car Wash			-64.12
61-570-7140	VEHICLE MAINTENANCE	Kevins Car Wash			64.12
61-570-7023	SAFETY SUPPLIES	Amazon Com 2p0900xt0 Amzn			31.58
61-570-7090	OTHER SUPPLIES	Amazon Com 2p7q91b50			80.98
61-570-7090	OTHER SUPPLIES	Amazon Com 2p3m12y90 Amzn			52.47
61-570-7140	VEHICLE MAINTENANCE	Kevins Car Wash			10.00
22-580-7183	STREET REPAIR MATERIALS	Adh Hitch Rentals			90.00
22-580-7183	STREET REPAIR MATERIALS	Vance Brothers Kc Hot Mx			81.00
22-580-7183	STREET REPAIR MATERIALS	Vance Brothers Kc Hot Mx			54.00
22-580-7183	STREET REPAIR MATERIALS	Vance Brothers Kc Hot Mx			54.00
22-580-7005	CHEMICALS	Orscheln Kearney 94			199.99
22-580-7005	CHEMICALS	McConnell And Associates			21.98
22-580-7140	VEHICLE MAINTENANCE	Glen Jims Discount Tire			596.54
22-580-7110	BUILDING MAINTENANCE	Lowes 02767			112.14
22-580-7183	STREET REPAIR MATERIALS	Missouri Organic Chouteau			46.27
22-580-7183	STREET REPAIR MATERIALS	Crafco Lees Summit Mo			80.00
10-515-7140	VEHICLE MAINTENANCE	Advance Auto Parts 7562			118.80
10-515-7140	VEHICLE MAINTENANCE	Goodyear Auto Svs Ct 4352			57.45
10-526-7140	VEHICLE MAINTENANCE	Tidal Wave Auto Spa Ant			10.00
10-510-6050	PUBLIC RELATIONS	Cvs pharmacy 08543			3.99
10-526-5426	TRAINING/TRAVEL APPOINTED	Intl Code Council			535.00
10-526-5426	TRAINING/TRAVEL APPOINTED	Priceln tvl Protect			18.22
10-526-5426	TRAINING/TRAVEL APPOINTED	American Air			316.91
10-526-5426	TRAINING/TRAVEL APPOINTED	Priceln american Airli			7.00
10-526-5426	TRAINING/TRAVEL APPOINTED	Expedia 72148832345459			172.15
10-505-6220	DUES & MEMBERSHIPS	Government Finance Offic			150.00
10-515-7140	VEHICLE MAINTENANCE	Mo Dmv			56.25
10-515-6050	PUBLIC RELATIONS	Qt 228			7.98
10-515-7028	TACTICAL/AMMUNITION	Streichers Mo			163.00
10-510-5426	TRAINING/TRAVEL APPOINTED	Amzn Mktp Us			207.94
10-510-5426	TRAINING/TRAVEL APPOINTED	Save A Lot 60048			8.24
10-510-5426	TRAINING/TRAVEL APPOINTED	Donut King			26.12
10-510-5426	TRAINING/TRAVEL APPOINTED	Donut King			29.02
10-510-5426	TRAINING/TRAVEL APPOINTED	The Home Depot 3008			49.98
10-515-7020	DETENTION SUPPLIES	Qt 228			5.98
10-515-7050	UNIFORMS	Galls			42.60
10-515-7050	UNIFORMS	Galls			93.60
10-515-5426	TRAINING/TRAVEL APPOINTED	Heartland Toa			250.00
10-515-7020	DETENTION SUPPLIES	Qt 228			2.99
10-515-7140	VEHICLE MAINTENANCE	Velo Garage Cycling Llc			105.00
10-515-7140	VEHICLE MAINTENANCE	Velo Garage Cycling Llc			12.00
10-515-5426	TRAINING/TRAVEL APPOINTED	Streetcop			199.00
60-560-7060	LABORATORY SUPPLIES	Hach Company			398.51
60-560-7060	LABORATORY SUPPLIES	Hach Company			199.00
60-560-7060	LABORATORY SUPPLIES	Hach Company			465.89
21-550-7090	OTHER SUPPLIES	Officemax Officedept 6874			11.87
21-550-6455	AUTOMATION SERVICES	Newmind Group			1,800.00
21-550-6347	ADVERTISING - NOT EMPLOYME...	Lifestyle Publications			525.00
21-550-6455	AUTOMATION SERVICES	Eig			90.25
10-510-7140	VEHICLE MAINTENANCE	Advance Auto Parts 7562			44.97
10-510-7120	EQUIPMENT MAINTENANCE	Amzn Mktp Us			7.99

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Account	Account Name	Description	Project Account Key	IFT	Amount
21-550-7320	CHILDREN'S PROGRAMS	Target 00013888			20.76
21-550-7320	CHILDREN'S PROGRAMS	Sams Club 8207			4.96
21-550-7320	CHILDREN'S PROGRAMS	Samsclub 8207			19.89
21-550-7320	CHILDREN'S PROGRAMS	Wm Supercenter 1120			26.88
21-550-7320	CHILDREN'S PROGRAMS	Amazon Com 2p8v21dk2			100.00
21-550-5426	TRAINING/TRAVEL APPOINTED	Qt 153			110.00
21-550-6220	DUES & MEMBERSHIPS	Mo Sec Of State			11.25
21-550-7090	OTHER SUPPLIES	Amzn Mktp Us			50.73
21-550-7310	LIBRARY SUPPLIES	Amzn Mktp Us			188.62
21-550-7360	CATALOGING & PROCESSING	Amzn Mktp Us			47.98
21-550-7090	OTHER SUPPLIES	Amzn Mktp Us			26.19
21-550-7310	LIBRARY SUPPLIES	Amzn Mktp Us			243.80
20-540-7090	OTHER SUPPLIES	Wm Supercenter 1120			53.69
20-540-6630	SENIOR TRIPS	Little Store Cafe			366.50
20-540-7090	OTHER SUPPLIES	Academy Sports 258			174.86
20-540-6630	SENIOR TRIPS	S s Worldwide Inc			171.98
20-540-7090	OTHER SUPPLIES	Cricut			511.99
20-540-7090	OTHER SUPPLIES	Target 00025254			39.95
22-580-5426	TRAINING/TRAVEL APPOINTED	Donut King			27.00
60-560-7090	OTHER SUPPLIES	Lowes 02767			7.98
60-560-7140	VEHICLE MAINTENANCE	Burlington Auto Repair			368.66
60-560-6220	DUES & MEMBERSHIPS	Mo Dept Of Nat Resorc			255.38
10-515-7020	DETENTION SUPPLIES	Qt 228			8.97
60-560-7001	OFFICE SUPPLIES	Officemax Depot 6306			4.19
60-560-7110	PLANT MAINTENANCE	Lowes 02767			166.98
60-560-7110	PLANT MAINTENANCE	Grainger			33.48
60-560-7110	PLANT MAINTENANCE	Lowes 02767			40.48
60-560-6430	LABORATORY FEES	The Ups Store 3144			37.08
20-540-6620	SPECIAL PARK EVENTS	Kidsoutandabout Com			100.00
20-540-6620	SPECIAL PARK EVENTS	Amzn Mktp Us			37.98
20-540-7090	OTHER SUPPLIES	Michaels 9490			47.91
20-540-7090	OTHER SUPPLIES	Facebk Djnay57xn2			3.00
20-540-6620	SPECIAL PARK EVENTS	Amzn Mktp Us			37.99
10-505-5426	TRAINING/TRAVEL APPOINTED	First Watch 036			11.06
20-540-7090	OTHER SUPPLIES	Amzn Mktp Us			20.97
20-540-6620	SPECIAL PARK EVENTS	Swank Motion Pictures In			450.00
20-540-7090	OTHER SUPPLIES	Smk			39.00
20-540-7090	OTHER SUPPLIES	Wave heather Schlecta			307.00
20-540-7090	OTHER SUPPLIES	Joann Stores			42.83
20-540-7090	OTHER SUPPLIES	Joann Stores			5.75
20-540-7110	BUILDING MAINTENANCE	Att tv Now			69.99
20-540-7190	OTHER MAINTENANCE	Blue Valley Tractor Sup			-5.94
20-540-5426	TRAINING/TRAVEL APPOINTED	Zoom Us 888 799 9666			14.99
20-540-7090	OTHER SUPPLIES	Issuu			19.00
20-540-7110	BUILDING MAINTENANCE	Netflix Com			13.99
20-540-5426	TRAINING/TRAVEL APPOINTED	North Kansas City Busi			44.00
20-540-7090	OTHER SUPPLIES	Sams Club 8207			1,624.90
20-540-7190	OTHER MAINTENANCE	Voss Lighting Kansas Cty			1,638.00
60-560-7050	UNIFORMS	Get Official Products			308.75
60-560-7210	MINOR EQUIPMENT	Usa Blue Book			137.12
60-560-5426	TRAINING/TRAVEL APPOINTED	Marc			525.00
60-560-7023	SAFETY SUPPLIES	Usa Blue Book			60.75
60-560-7023	SAFETY SUPPLIES	Usa Blue Book			4.75
60-560-5426	TRAINING/TRAVEL APPOINTED	Suncoast Learning Systems			225.00
60-560-5426	TRAINING/TRAVEL APPOINTED	Marc			-175.00
10-505-6220	DUES & MEMBERSHIPS	Missouri Economic Develop			250.00
10-505-5427	TRAINING & TRAVEL - ELECTED	Little Store Cafe			90.00
22-580-7090	OTHER SUPPLIES	American Textile Mills			449.67
22-580-7023	SAFETY SUPPLIES	Cvs pharmacy 08543			10.29
22-580-7023	SAFETY SUPPLIES	Hd Supply White Cap 125			70.72
22-580-7050	UNIFORMS	Feldmans Farm And Home			209.94

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Account	Account Name	Description	Project Account Key	IFT	Amount
20-540-7090	OTHER SUPPLIES	In the Soap Bubble			527.20
22-580-7185	STREET SIGN REPLACEMENT	The Work Zone			22.50
22-580-7140	VEHICLE MAINTENANCE	Advance Auto Parts 7562			34.95
22-580-7023	SAFETY SUPPLIES	In the Soap Bubble			64.05
22-580-7090	OTHER SUPPLIES	Grass Pad Barry Road			-52.51
22-580-7090	OTHER SUPPLIES	Grass Pad Barry Road			151.45
22-580-7090	OTHER SUPPLIES	Grass Pad Barry Road			52.51
22-580-7140	VEHICLE MAINTENANCE	Advance Auto Parts 7562			41.94
22-580-7185	STREET SIGN REPLACEMENT	Lowes 02767			39.98
10-506-7001	OFFICE SUPPLIES	Amazon Com Amzn Com bill			-99.98
10-515-7025	CANINE UNIT EXPENSE	Veterinary Center Of Libe			147.06
22-580-7110	BUILDING MAINTENANCE	Partselect Com			221.51
22-580-7110	BUILDING MAINTENANCE	Lowes 02767			12.96
22-580-7110	BUILDING MAINTENANCE	Lowes 02767			33.92
22-580-7110	BUILDING MAINTENANCE	Lowes 02767			21.02
22-580-7110	BUILDING MAINTENANCE	The Home Depot 3008			17.52
22-580-7110	BUILDING MAINTENANCE	Kansas City Air Filter			414.00
22-580-7050	UNIFORMS	E Edwards Work Wear Kan			40.50
10-510-5426	TRAINING/TRAVEL APPOINTED	Sq metropolitan Kansas C			30.00
25-535-8760	INFORMATION TECHNOLOGY	Zoom Us 888 799 9666	6551		160.00
25-535-8760	INFORMATION TECHNOLOGY	In id Enhancements Inc	6551		180.50
25-535-8760	INFORMATION TECHNOLOGY	Amzn Mktp Us	6551		23.74
10-533-6750	TRASH COLLECTION	The Home Depot 3008			961.20
10-510-7120	EQUIPMENT MAINTENANCE	Advance Auto Parts 7562			5.49
60-560-7140	VEHICLE MAINTENANCE	Lowes 02767			25.96
60-560-7090	OTHER SUPPLIES	Lowes 02767			11.36
61-570-7023	SAFETY SUPPLIES	Red Wing Shoe Store			174.24
61-570-7023	SAFETY SUPPLIES	E Edwards Work Wear (Kan			148.50
61-570-7050	UNIFORMS	Feldmans Farm And Home			149.96
61-570-7090	OTHER SUPPLIES	Grass Pad Barry Road			390.90
61-570-7090	OTHER SUPPLIES	Advance Auto Parts 7562			49.99
10-515-7140	VEHICLE MAINTENANCE	Goodyear Auto Svs Ct 4352			52.70
10-515-7050	UNIFORMS	Galls			46.80
10-515-7050	UNIFORMS	Galls			15.73
25-535-8760	INFORMATION TECHNOLOGY	Amzn Mktp Us	6551		9.95
25-535-8760	INFORMATION TECHNOLOGY	Amzn Mktp Us	6551		134.99
25-535-8760	INFORMATION TECHNOLOGY	Amazon Com 2d7n66eo1 Amzn	6551		41.66
25-535-8760	INFORMATION TECHNOLOGY	Amazon Com 2d8830320 Amzn	6551		78.99
25-535-8760	INFORMATION TECHNOLOGY	Amazon Com 2d99u0xn1 Amzn	6551		42.12
25-535-8760	INFORMATION TECHNOLOGY	Amzn Mktp Us	6551		13.49
25-535-8760	INFORMATION TECHNOLOGY	Amzn Mktp Us	6551		12.99
25-535-8760	INFORMATION TECHNOLOGY	Amazon Music	6551		7.99
25-535-8760	INFORMATION TECHNOLOGY	Amzn Mktp Us	6551		37.98
25-535-8760	INFORMATION TECHNOLOGY	Amzn Mktp Us	6551		9.99
25-535-8760	INFORMATION TECHNOLOGY	Amzn Mktp Us	6551		29.95
10-515-7140	VEHICLE MAINTENANCE	Ej Equipment Central 0101			-397.62
60-560-6220	DUES & MEMBERSHIPS	Awwa Org			-79.00
10-526-7001	OFFICE SUPPLIES	Amzn Mktp Us			56.13
10-526-7001	OFFICE SUPPLIES	Amzn Mktp Us			-11.97
10-505-7001	OFFICE SUPPLIES	Officemax Depot 6306			325.76
10-526-6220	DUES & MEMBERSHIPS	American Planning Associ			461.00
10-526-7001	OFFICE SUPPLIES	Amzn Mktp Us			264.27
10-515-7001	OFFICE SUPPLIES	Officemax Officedept 6874			64.95
10-515-7001	OFFICE SUPPLIES	Officemax Officedept 6874			268.97
10-515-7001	OFFICE SUPPLIES	Officemax Officedept 6874			61.97
10-515-7001	OFFICE SUPPLIES	Officemax Officedept 6874			116.58
10-515-7001	OFFICE SUPPLIES	Officemax Officedept 6874			131.18
10-515-7001	OFFICE SUPPLIES	Officemax Depot 6869			4.19
10-515-7001	OFFICE SUPPLIES	Officemax Officedept 6874			70.99
10-515-7001	OFFICE SUPPLIES	Amzn Mktp Us			77.98
10-505-6050	PUBLIC RELATIONS	Surveymonk T 41248229			99.00

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Account	Account Name	Description	Project Account Key	IFT	Amount
10-515-7001	OFFICE SUPPLIES	Overnightprints			36.86
10-515-7001	OFFICE SUPPLIES	Amzn Mktp Us			47.99
10-515-7050	UNIFORMS	Galls			110.00
60-560-7210	MINOR EQUIPMENT	Engineered Sales Inc			63.06
60-560-7210	MINOR EQUIPMENT	Lowes 02767			84.00
10-515-7140	VEHICLE MAINTENANCE	Goodyear Auto Svs Ct 4352			52.70
10-515-7140	VEHICLE MAINTENANCE	Goodyear Auto Svs Ct 4352			152.52
10-521-7110	BUILDING MAINTENANCE	Lowes 02767			28.96
10-521-7110	BUILDING MAINTENANCE	McGuire Lock Safe Llc			9.00
10-521-7050	UNIFORMS	E Edwards Work Wear Kan			108.00
10-521-7140	VEHICLE MAINTENANCE	Advance Auto Parts 7562			99.25
10-521-7110	BUILDING MAINTENANCE	Lowes 02767			50.88
10-521-7110	BUILDING MAINTENANCE	Klemp Electric Machinery			318.19
10-521-7110	BUILDING MAINTENANCE	A N Hdwe			1.56
10-521-7110	BUILDING MAINTENANCE	Lowes 02767			15.94
10-521-7110	BUILDING MAINTENANCE	Lowes 02767			18.32
10-521-7001	OFFICE SUPPLIES	Commercial Industria			71.60
10-521-7110	BUILDING MAINTENANCE	Border States Industries			95.29
10-521-7001	OFFICE SUPPLIES	Officemax Depot 6306			115.41
10-510-7014	QUARTERS MAINTENANCE	Amzn Mktp Us			51.98
10-510-7014	QUARTERS MAINTENANCE	Amzn Mktp Us			59.97
10-510-5426	TRAINING/TRAVEL APPOINTED	Ezregister			99.00
10-510-7014	QUARTERS MAINTENANCE	Amzn Mktp Us			60.98
10-510-7010	FIREFIGHTING SUPPLIES	Amzn Mktp Us			52.45
10-510-7014	QUARTERS MAINTENANCE	Amzn Mktp Us			5.99
10-510-7014	QUARTERS MAINTENANCE	Firedeptcoffee Com			170.98
10-510-7014	QUARTERS MAINTENANCE	Amz*smartsign			37.14
10-510-7014	QUARTERS MAINTENANCE	Amzn Mktp Us			21.95
10-510-7010	FIREFIGHTING SUPPLIES	Amzn Mktp Us			77.95
10-510-7010	FIREFIGHTING SUPPLIES	Amzn Mktp Us			115.99
10-510-7010	FIREFIGHTING SUPPLIES	Amzn Mktp Us			120.00
10-510-7013	FIRE PREVENTION	Kevins Car Wash			39.99
10-510-7010	FIREFIGHTING SUPPLIES	Amzn Mktp Us			642.48
10-510-7010	FIREFIGHTING SUPPLIES	Pacific Medical Produc			42.94
10-510-7010	FIREFIGHTING SUPPLIES	Fedex			14.53
10-510-7013	FIRE PREVENTION	Nfpa Natl Fire Protect			524.95
10-521-7160	PUBLIC SPACES MAINTENANCE	The Home Depot 3008			36.94
10-521-7110	BUILDING MAINTENANCE	Lowes 02767			9.16
10-521-7023	SAFETY SUPPLIES	Sams Club 8207			76.28
10-521-7110	BUILDING MAINTENANCE	Lowes 02767			9.16
10-521-7050	UNIFORMS	Feldmans Farm And Home			74.97
10-521-7050	UNIFORMS	Feldmans Farm And Home			116.97
10-521-7110	BUILDING MAINTENANCE	A N Hdwe			23.98
10-521-7120	EQUIPMENT MAINTENANCE	White Cap 125			427.49
10-515-7140	VEHICLE MAINTENANCE	Advance Auto Parts 7562			28.40
22-580-7110	BUILDING MAINTENANCE	Lowes 02767			38.80
22-580-7183	STREET REPAIR MATERIALS	Adh Hitch Rentals			90.00
22-580-7140	VEHICLE MAINTENANCE	Thoroughbred Ford			706.74
10-1001	CASH	August 2021 Visa Import		Y	-16,672.52
20-1001	CASH	August 2021 Visa Import		Y	-8,234.61
21-1001	CASH	August 2021 Visa Import		Y	-4,151.66
22-1001	CASH	August 2021 Visa Import		Y	-6,180.96
25-1001	CASH	August 2021 Visa Import		Y	-784.34
60-1001	CASH	August 2021 Visa Import		Y	-3,169.38
61-1001	CASH	August 2021 Visa Import		Y	-1,152.74
99-2999	DUE TO OTHER FUNDS	August 2021 Visa Import		Y	784.34
99-2999	DUE TO OTHER FUNDS	August 2021 Visa Import		Y	1,152.74
99-2999	DUE TO OTHER FUNDS	August 2021 Visa Import		Y	3,169.38
99-2999	DUE TO OTHER FUNDS	August 2021 Visa Import		Y	4,151.66
99-2999	DUE TO OTHER FUNDS	August 2021 Visa Import		Y	6,180.96
99-2999	DUE TO OTHER FUNDS	August 2021 Visa Import		Y	8,234.61

Journal Entry Register

Packet: GLPKT12196 - August2021 Visa Import

Account	Account Name	Description	Project Account Key	IFT	Amount
99-2999	DUE TO OTHER FUNDS	August 2021 Visa Import		Y	16,672.52

Account Summary

Account	Account Name	Debits	Credits	Amount
10-1001	CASH	0.00	16,672.52	-16,672.52
10-505-5426	TRAINING/TRAVEL APPOINTED	1,017.74	0.00	1,017.74
10-505-5427	TRAINING & TRAVEL - ELECTED	1,404.74	0.00	1,404.74
10-505-6030	OTHER LEGAL COSTS	96.98	0.00	96.98
10-505-6050	PUBLIC RELATIONS	99.00	0.00	99.00
10-505-6090	PROFESSIONAL SERVICES	21.58	0.00	21.58
10-505-6220	DUES & MEMBERSHIPS	400.00	0.00	400.00
10-505-7001	OFFICE SUPPLIES	1,087.41	0.00	1,087.41
10-506-7001	OFFICE SUPPLIES	0.00	99.98	-99.98
10-510-5426	TRAINING/TRAVEL APPOINTED	450.30	0.00	450.30
10-510-6050	PUBLIC RELATIONS	3.99	0.00	3.99
10-510-7010	FIREFIGHTING SUPPLIES	1,066.34	0.00	1,066.34
10-510-7013	FIRE PREVENTION	564.94	0.00	564.94
10-510-7014	QUARTERS MAINTENANCE	408.99	0.00	408.99
10-510-7120	EQUIPMENT MAINTENANCE	13.48	0.00	13.48
10-510-7140	VEHICLE MAINTENANCE	64.96	0.00	64.96
10-515-5426	TRAINING/TRAVEL APPOINTED	974.00	525.00	449.00
10-515-6050	PUBLIC RELATIONS	7.98	0.00	7.98
10-515-7001	OFFICE SUPPLIES	881.66	0.00	881.66
10-515-7020	DETENTION SUPPLIES	30.90	0.00	30.90
10-515-7025	CANINE UNIT EXPENSE	147.06	0.00	147.06
10-515-7026	ANIMAL CONTROL EXPENSE	1,606.09	0.00	1,606.09
10-515-7028	TACTICAL/AMMUNITION	163.00	0.00	163.00
10-515-7050	UNIFORMS	680.63	0.00	680.63
10-515-7120	EQUIPMENT MAINTENANCE	67.98	0.00	67.98
10-515-7140	VEHICLE MAINTENANCE	683.27	397.62	285.65
10-521-7001	OFFICE SUPPLIES	187.01	0.00	187.01
10-521-7023	SAFETY SUPPLIES	76.28	0.00	76.28
10-521-7050	UNIFORMS	419.91	0.00	419.91
10-521-7110	BUILDING MAINTENANCE	580.44	0.00	580.44
10-521-7120	EQUIPMENT MAINTENANCE	427.49	0.00	427.49
10-521-7140	VEHICLE MAINTENANCE	240.67	0.00	240.67
10-521-7160	PUBLIC SPACES MAINTENANCE	36.94	0.00	36.94
10-525-7001	OFFICE SUPPLIES	32.27	0.00	32.27
10-525-7050	UNIFORMS	44.80	0.00	44.80
10-525-7090	OTHER SUPPLIES	526.70	0.00	526.70
10-525-7140	VEHICLE MAINTENANCE	129.97	0.00	129.97
10-526-5426	TRAINING/TRAVEL APPOINTED	1,049.28	0.00	1,049.28
10-526-6220	DUES & MEMBERSHIPS	461.00	0.00	461.00
10-526-7001	OFFICE SUPPLIES	320.40	11.97	308.43
10-526-7050	UNIFORMS	53.94	0.00	53.94
10-526-7140	VEHICLE MAINTENANCE	25.00	0.00	25.00
10-533-5470	EMPLOYEE RECRUITMENT	159.50	10.50	149.00
10-533-6750	TRASH COLLECTION	961.20	0.00	961.20
10-533-7009	POSTAGE & METER EXPENSE	41.77	0.00	41.77
20-1001	CASH	0.00	8,234.61	-8,234.61
20-540-5426	TRAINING/TRAVEL APPOINTED	58.99	0.00	58.99
20-540-6220	DUES & MEMBERSHIPS	1,360.00	1,360.00	0.00
20-540-6620	SPECIAL PARK EVENTS	625.97	0.00	625.97
20-540-6630	SENIOR TRIPS	538.48	0.00	538.48
20-540-7090	OTHER SUPPLIES	3,418.05	0.00	3,418.05
20-540-7110	BUILDING MAINTENANCE	83.98	0.00	83.98
20-540-7190	OTHER MAINTENANCE	3,515.08	5.94	3,509.14
21-1001	CASH	0.00	4,151.66	-4,151.66
21-550-5426	TRAINING/TRAVEL APPOINTED	110.00	0.00	110.00
21-550-6220	DUES & MEMBERSHIPS	11.25	0.00	11.25
21-550-6347	ADVERTISING - NOT EMPLOYMENT	525.00	0.00	525.00
21-550-6455	AUTOMATION SERVICES	1,890.25	0.00	1,890.25
21-550-7090	OTHER SUPPLIES	88.79	0.00	88.79

Journal Entry Register

Packet: GLPKT12196 - August2021 Visa Import

Account	Account Name	Debits	Credits	Amount
21-550-7310	LIBRARY SUPPLIES	432.42	0.00	432.42
21-550-7320	CHILDREN'S PROGRAMS	392.49	0.00	392.49
21-550-7325	ADULT PROGRAMMING	653.48	0.00	653.48
21-550-7360	CATALOGING & PROCESSING	47.98	0.00	47.98
22-1001	CASH	0.00	6,180.96	-6,180.96
22-580-5426	TRAINING/TRAVEL APPOINTED	53.72	0.00	53.72
22-580-7005	CHEMICALS	1,061.70	0.00	1,061.70
22-580-7023	SAFETY SUPPLIES	348.58	0.00	348.58
22-580-7050	UNIFORMS	351.41	0.00	351.41
22-580-7090	OTHER SUPPLIES	885.99	52.51	833.48
22-580-7110	BUILDING MAINTENANCE	1,113.53	0.00	1,113.53
22-580-7140	VEHICLE MAINTENANCE	1,380.17	0.00	1,380.17
22-580-7160	PUBLIC SPACES MAINTENANCE	73.18	0.00	73.18
22-580-7183	STREET REPAIR MATERIALS	902.71	0.00	902.71
22-580-7185	STREET SIGN REPLACEMENT	62.48	0.00	62.48
25-1001	CASH	0.00	784.34	-784.34
25-535-8760	INFORMATION TECHNOLOGY	784.34	0.00	784.34
60-1001	CASH	0.00	3,169.38	-3,169.38
60-560-5426	TRAINING/TRAVEL APPOINTED	750.00	175.00	575.00
60-560-6220	DUES & MEMBERSHIPS	255.38	79.00	176.38
60-560-6430	LABORATORY FEES	37.08	0.00	37.08
60-560-7001	OFFICE SUPPLIES	4.19	0.00	4.19
60-560-7023	SAFETY SUPPLIES	65.50	0.00	65.50
60-560-7050	UNIFORMS	308.75	0.00	308.75
60-560-7060	LABORATORY SUPPLIES	1,063.40	0.00	1,063.40
60-560-7090	OTHER SUPPLIES	19.34	0.00	19.34
60-560-7110	PLANT MAINTENANCE	240.94	0.00	240.94
60-560-7140	VEHICLE MAINTENANCE	394.62	0.00	394.62
60-560-7210	MINOR EQUIPMENT	284.18	0.00	284.18
61-1001	CASH	0.00	1,152.74	-1,152.74
61-570-7023	SAFETY SUPPLIES	354.32	0.00	354.32
61-570-7050	UNIFORMS	149.96	0.00	149.96
61-570-7090	OTHER SUPPLIES	574.34	0.00	574.34
61-570-7140	VEHICLE MAINTENANCE	138.24	64.12	74.12
99-1001	CONSOLIDATED CASH	0.00	40,346.21	-40,346.21
99-2999	DUE TO OTHER FUNDS	40,346.21	0.00	40,346.21

Journal Summary

Journal Count:	1
Entry Count:	357
Debits:	83,474.06
Credits:	-83,474.06

Project Account Summary

Account Key	Debits	Credits	Amount
6551	784.34	0.00	784.34
Total Project Account Distribution:	784.34	0.00	784.34

Upcoming City Items of Note

Dates Below Are Subject to Change

Items in red are Parks & Recreation Events

Items in blue are special City Council Meetings

Items in Green are Special Event Permits Authorized by the Council

October 9, 2021	Howl-O-Ween – Waggin’ Trail Park – 1:00 PM
October 23, 2021	Spooky Snake Saturday
November 2, 2021	Election Day
November 19, 2021	Mistletowne Market – Parks & Recreation Center – 12:00 PM
November 19, 2021	Mayor’s Tree Lighting – City Hall – 6:00 PM
November 20, 2021	Mistletowne Market – Parks & Recreation Center – 10:00 AM
November 21, 2021	Mistletowne Market – Parks & Recreation Center – 12:00 PM
November 22, 2021	Feel the Warmth – Parks & Recreation
November 25-26, 2021	City Hall, Library and Parks & Recreation Center Closed – Thanksgiving
December 11, 2021	Holiday Wonderland – Parks & Recreation Center – 11:00 AM
December 11, 2021	Candy Cane 5k/10k Race (Pending Approval)
December 24, 2021	City Hall, Library and Parks & Recreation Center Closed – Christmas
December 31, 2021	City Hall, Library and Parks & Recreation Center Closed – New Year’s Day



MEMORANDUM

TO: NKC City Council Board of Trustees DATE: August 25, 2021

FROM: Stephen L. Reintjes, Sr., M.D. RE: COVID Update
President & CEO

I wanted to provide you with updated information for NKCH. NKCH has seen a significant increase in the total number of COVID patients over the last couple of weeks.

Total Active COVID cases: 48
Total recovering COVID cases: 17
Total COVID patients in the ICU: 15
Total COVID patients on a ventilator: 10

NKCH is closely monitoring the increase of COVID cases affecting our community and we continue to ask for all support to encourage those who are unvaccinated to get vaccinated. We will continue to meet the healthcare needs of our community. Thank you.



MEMORANDUM

TO: NKC City Council Board of Trustees DATE: August 18, 2021

FROM: Stephen L. Reintjes, Sr., M.D. RE: COVID Update
President & CEO

I wanted to provide you with updated information for NKCH. NKCH has seen a significant increase in the total number of COVID patients over the last couple of weeks.

Total Active COVID cases: 56
Total recovering COVID cases: 20
Total COVID patients in the ICU: 17
Total COVID patients on a ventilator: 13

NKCH is closely monitoring the increase of COVID cases affecting our community and we continue to ask for all support to encourage those who are unvaccinated to get vaccinated. We will continue to meet the healthcare needs of our community. Thank you.



MEMORANDUM

TO: NKC City Council Board of Trustees DATE: August 11, 2021

FROM: Stephen L. Reintjes, Sr., M.D. RE: COVID Update
President & CEO

I wanted to provide you with updated information for NKCH. NKCH has seen a significant increase in the total number of COVID patients over the last couple of weeks.

Total Active COVID cases: 53
Total recovering COVID cases: 15
Total COVID patients in the ICU: 18
Total COVID patients on a ventilator: 9

NKCH is closely monitoring the increase of COVID cases affecting our community and we continue to ask for all support to encourage those who are unvaccinated to get vaccinated. We will continue to meet the healthcare needs of our community. Thank you.



MEMORANDUM

TO: NKC City Council Board of Trustees DATE: August 4, 2021

FROM: Stephen L. Reintjes, Sr., M.D. RE: COVID Update
President & CEO

I wanted to provide you with updated information for NKCH. NKCH has seen a significant increase in the total number of COVID patients over the last couple of weeks.

Total Active COVID cases: 53
Total recovering COVID cases: 16
Total Active COVID patients in the ICU: 17
Total Active COVID patients on a ventilator: 9

NKCH is closely monitoring the increase of COVID cases affecting our community and we continue to ask for all support to encourage those who are unvaccinated to get vaccinated. We will continue to meet the healthcare needs of our community. Thank you.



MEMORANDUM

TO: NKC City Council Board of Trustees DATE: July 29, 2021

FROM: Stephen L. Reintjes, Sr., M.D. RE: COVID Update
President & CEO

I wanted to provide you with updated information for NKCH. NKCH has seen a significant increase in the total number of COVID patients over the last couple of weeks.

Total Active COVID cases: 48
Total recovering COVID cases: 21
Total Active COVID patients in the ICU: 10
Total Active COVID patients on a ventilator: 6

NKCH is closely monitoring the increase of COVID cases affecting our community and we continue to ask for all support to encourage those who are unvaccinated to get vaccinated. We will continue to meet the healthcare needs of our community and all of our services remain open including surgery, emergency room, stroke, comprehensive heard care and trauma. Thank you.



MEMORANDUM

TO: NKC City Council Board of Trustees DATE: July 14, 2021

FROM: Stephen L. Reintjes, Sr., M.D. RE: COVID Update
President & CEO

I wanted to provide you with updated information for NKCH. NKCH has seen a significant increase in the total number of COVID patients over the last four weeks.

Total Active COVID cases: 32
Total recovering COVID cases: 10
Total Active COVID patients in the ICU: 7
Total Active COVID patients on a ventilator: 4

NKCH is closely monitoring the increase of Covid cases affecting the community. We appreciate any effort to promote vaccination among the at risk population.

Thank you.



MEMORANDUM

TO: NKC City Council Board of Trustees DATE: May 10, 2021

FROM: Stephen L. Reintjes, Sr., M.D. RE: COVID Update
President & CEO

I wanted to provide you with updated information for NKCH. NKCH has seen a slight increase in the total number of COVID patients over the last couple of weeks.

Total Active COVID cases: 22
Total recovering COVID cases:8
Total Active COVID patients in the ICU: 10
Total Active COVID patients on a ventilator: 4

Operation Safe's last clinic day was Thursday, October 6th and administered almost 100,000 vaccinations to our community. Operations safe had 4,250 volunteers that provided 50,000 plus hours of service. NKCH is closely monitoring CDC guidelines and the health orders through Clay County.

Thank you.



MEMORANDUM

TO: NKC City Council Board of Trustees DATE: April 12, 2021

FROM: Stephen L. Reintjes, Sr., M.D. RE: COVID Update
President & CEO

I wanted to provide you with updated information for NKCH. Total COVID patient volume has declined substantially.

Total Active COVID cases: 15
Total recovering COVID cases: 12
Total Active COVID patients in the ICU: 3
Total Active COVID patients on a ventilator: 1

NKCH continues to partner with the other participants of Operation Safe to vaccinate our community together and have administered over 69,000 vaccinations. It is anticipated that Operation Safe will administer approximately 100,000 vaccinations to our community. NKCH is closely monitoring CDC guidelines and has revised the restricted visitor policy.

Thank you.



MEMORANDUM

TO: NKC City Council Board of Trustees DATE: March 10, 2021

FROM: Stephen L. Reintjes, Sr., M.D. RE: COVID Update
President & CEO

I wanted to provide you with updated information for NKCH. Total COVID patient volume has declined substantially.

Total Active COVID cases: 8
Total recovering COVID cases: 19
Total Active COVID patients in the ICU: 0
Total Active COVID patients on a ventilator: 0

NKCH continues to partner with the other participants of Operation Safe to vaccinate our community together and have administered 25,000 vaccinations. NKCH is closely monitoring CDC guidelines to determine if changes can be made related to visitor restrictions.

Thank you.

**Minutes of the North Kansas City, Missouri Regular City Council Meeting of
October 5, 2021**

The City Council met in regular session on Tuesday, August 3, 2021, at the City Council Chambers located at 2010 Howell Street, North Kansas City, MO 64116.

The following were present:

Mayor: Bryant DeLong
Councilmembers: Wesley Graves
Anthony Saper
Jesse Smith
Lisa Tull
Zachary Clevenger
Adam Roberts -- Absent
Amie Clarke
Ana Pellumbi

Staff Present: Kim Nakahodo, Interim City Administrator
Kevin Freeman, Police Chief
Dave Hargis, Fire Chief
Anthony Sands, Public Works Director
Casey Campbell, Human Resources Manager
Nick Hawkins, Finance Manager
Stephen Roberts, IT Manager
Tom Barzee, City Counselor
Crystal Doss, City Clerk

Mayor DeLong called the meeting to order at 7:00 p.m.

The roll was called. The following councilmembers were present: Zachary Clevenger, Amie Clarke, Ana Pellumbi, Wesley Graves, Anthony Saper, Lisa Tull, and Jesse Smith.

Roll Call

The meeting opened with the Pledge of Allegiance.

Opening

C. Graves moved to approve the agenda, seconded by C. Tull, with items 11, 12, 13, and 14 moved to the Regular Agenda. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes. Motion carried, 7-0.

Approval of Agenda

Lisa Degginger, 2414 Erie, thanked the Council and City for how quickly they added a trash can at 23rd and Howell. She requested another one be placed at 26th and Howell.

Comments from the Public

Liz Ryan, Erie Street, approached the Council regarding the Agreement with Northland Neighbors, Inc., and Rebuilding Together Kansas City, Inc., that are on tonight's agenda. She requested that the City increase their portion to each program from \$10,000 to \$12,000.

Dave Wood, 2414 Erie, stated he has had a lot of conversation with Ward 3 residents since the last meeting. He stated they have been asking for sidewalks and streetlights for years. He stated residents need long-term help as well. The Council does a lot of things for the businesses.

Lauren Wells, 22nd and Knox, stated the funds to Northland Neighbors, Inc., and Rebuilding Together Kansas City need to be increased. She would like to see resources utilized better.

The Consent Agenda contained the following items:

Consent Agenda

Approval of Work Session Minutes of September 21, 2021

Approval of Regular Council Meeting Minutes from September 21, 2021

Approval of Special Council Meeting Minutes of September 22, 2021

North Kansas City High School Homecoming Parade Short-Term Condition Use Permit

C. Graves moved to approve the Consent Agenda as amended, seconded by C. Smith. Mayor DeLong declared the motion carried.

Consideration of a Resolution Authorizing the City to Execute an Indemnity Agreement and Accompanying Letter Agreement with 408 Armour, LLC, for the Use of a Certain Parking Lot for Spooky Snake Saturday Parade and Other Events (Resolution No. 21-077).

Resolution No. 21-077 – Resolution Approving Indemnity Agreement and Letter Agreement Between the City and 408 Armour, LLC

Each year immediately prior to the annual Snake Saturday Parade in the City of North Kansas City, Missouri, Northland Festivals seeks permission to use various parking lots now owned by either 114 Armour, LLC or 408 Armour. Prior to granting permission to use the

parking lots, NT Realty, Inc., acting on behalf of the two entities, requires that both Northland Festivals and the City sign both an Indemnity Agreement and a Letter Agreement protecting the interest of 114 Armour, LLC and 408 Armour, LLC, as well as certain other identified related entities and individuals. C. Saper asked that this item be removed from the consent agenda and inquired as to whether the City has enough insurance coverage for this agreement. City Counselor Barzee assured the Council that the City is adequately covered under our current insurance carrier. C. Smith moved to approve Resolution No. 21-077, seconded by C. Clevenger. Mayor DeLong asked all in favor and all opposed. Mayor DeLong declared the motion carried.

Consideration of a Resolution Authorizing the City to Execute an Indemnity Agreement and Accompanying Letter Agreement with 114 Armour, LLC, for the Use of a Certain Parking Lot for Spooky Snake Saturday Parade and Other Events (Resolution No. 21-076).

Each year immediately prior to the annual Snake Saturday Parade in the City of North Kansas City, Missouri, Northland Festivals seeks permission to use various parking lots now owned by either 114 Armour, LLC or 408 Armour. Prior to granting permission to use the parking lots, NT Realty, Inc., acting on behalf of the two entities, requires that both Northland Festivals and the City sign both an Indemnity Agreement and a Letter Agreement protecting the interest of 114 Armour, LLC and 408 Armour, LLC, as well as certain other identified related entities and individuals. C. Saper asked that this item be removed from the consent agenda and inquired as to whether the City has enough insurance coverage for this agreement. City Counselor Barzee assured the Council that the City is adequately covered under our current insurance carrier. C. Smith moved to approve Resolution No. 21-076, seconded by C. Clevenger. Mayor DeLong asked all in favor and all opposed. Mayor DeLong declared the motion carried.

Consideration of a Resolution Approving Agreement for Minor Home Repair Services Between the City and Northland Neighborhoods, Incorporated (Resolution No. 21-078).

Staff has worked with Northland Neighbors, Inc. to develop a Home Repair Program similar to Gladstone's program to support low- to moderate-income homeowners with needed home repairs. These repairs include modifying homes to meet code violations and home

Resolution No. 21-076
– Resolution Approving
Indemnity Agreement
With 114 Armour, LLC.

Resolution No. 21-078
– Agreement with
Northland Neighbors,
Inc., for Minor Home
Repair Program

repairs such as HVAC repair/replacements, abating dangerous electrical issues, and repairing unsafe flooring.

This program would fund Northland Neighbors, Inc.'s North Kansas City Home Repair Program up to \$10,000. The funds would become available starting October 1, 2021, through September 30, 2022, until exhausted, whichever comes first. Northland Neighborhoods, Inc. will provide an annual report to the City Council on how the funds were spent within the contract period. Staff recommends approving this contract for services with Northland Neighbors, Inc.

C. Graves asked that this item be removed from the Consent Agenda. Discussion ensued. C. Graves moved to approve Resolution No. 21-078 with the terminology owner-occupied homeowner being added to the agreement and increasing the amount the City has budgeted for this program to \$20,000, seconded by C. Saper. Mayor DeLong asked all in favor and all opposed. Mayor DeLong declared the motion carried.

Consideration of a Resolution Approving Agreement for Minor Home Repair and Modification Services Between the City and Rebuilding Together Kansas City, Inc. (Resolution No. 21-079)

Staff has worked with Rebuilding Together Kansas City to develop a Home Repair Program similar to Gladstone's program to support low-to moderate-income homeowners with needed home modifications and repairs. These services include fixing homes to meet code violations, modifying homes to meet the mobility and access needs of homeowners, and home repairs such as HVAC repair/replacements, abating dangerous electrical issues, and repairing unsafe flooring. This program would fund Rebuilding Together Kansas City's North Kansas City Home Repair and Modification Program up to \$10,000. The funds would become available starting October 1, 2021, through September 30, 2022, until exhausted, whichever comes first. Rebuilding Together Kansas City will provide an annual report to the City Council on how the funds were spent within the contract period. Staff recommends approving this contract for services with Rebuilding Together Kansas City.

C. Graves requested this item be removed from the Consent Agenda. Discussion ensued. C. Clarke moved to approve Resolution No. 21-079 with an amendment to increase the amount the City budgeted for this project to \$20,000, seconded by C. Pellumbi. Mayor DeLong asked all in favor and all opposed. Mayor DeLong then asked for a roll call vote.

Resolution No. 21-079
– Agreement with
Rebuilding Together
Kansas City, Inc., for
Minor Home Repair and
Home Modification
Program

The roll was called and the vote was as follows: C. Clarke, no – C. Pellumbi, no – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, no – C. Clevenger, yes. Motion carried 4-3.

Mayor DeLong removed this item from the Agenda.

Mayor DeLong pulled this item from the agenda. Mayor DeLong stated that the opportunity for public comment on this item is being continued to the October 19, 2021, agenda.

Consideration of an Ordinance Adopting and Approving a Development Agreement Between the City of North Kansas City, Missouri and Blume NKC LLC for a Certain Development Project in the City; and Approving a Real Estate Sale Agreement Between the City and Blume NKC LLC {Bill No. 7631 (Ordinance No. 9428)}.

Interim City Administrator Nakahodo stated that a request for proposal for a new developer of the City-owned commercial property in Northgate Village was issued in September 2020. The City accepted the proposal of Box Real Estate Development (Blume NKC) and entered into negotiations with the Developer for the sale and development of the property. Now before the Council are the fully negotiated agreements for both the Development Agreement and Real Estate Sale Agreement. Discussion ensued. C. Smith moved to place Bill No. 7631 on first reading, seconded by C. Graves. Mayor DeLong asked all in favor and all opposed. Mayor DeLong declared the motion passed. Bill No. 7631 was read. C. Clarke moved that Bill No. 7631 be placed on second and final reading and passed as Ordinance No. 9428, seconded by C. Smith. The roll was called and the vote was as follows: C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes – C. Clevenger, yes. Motion carried 7-0. Bill No. 7631 was read. Thereupon Mayor DeLong declared the Bill duly passed. Said Bill was then numbered 9428, was signed and approved by the Mayor and attested by the City Clerk.

Ordinance No. 9426 –
23rd & Swift First
Amended and Restated
Development
Agreement

Ordinance No. 9427 –
23rd & Swift Chapter
100 Plan

Ordinance No. 9428 –
Blume NKC
Development
Agreement and Real
Estate Sale Agreement

Consideration of an Ordinance Amending Section 10.48.190 "Oversize Vehicles," of Chapter 10.48, "Stopping, Standing and

Ordinance No. 9429 –
Amendment to Section

Parking,” of the Code of the City of North Kansas City, Missouri {Bill No. 7632 (Ordinance No. 9429)}.

10.48.190 – Oversized Vehicle Parking

Interim City Administrator Nakahodo asked Police Chief Kevin Freeman to present this item to Council. Chief Freeman stated that in looking into a recent parking complaint, staff became aware that the city's Oversized Vehicle Parking Code, 10.48.190, referred to oversized vehicles not allowed to park in the "uptown business district." The uptown business district was not defined in this chapter of the Code and research could not find where it was defined anywhere in the City Code. The overall vagueness of this language makes it difficult to enforce the Oversized Vehicle Code. The "Central Business District" is defined in several places in the Code as bounded on the west by Burlington Street, on the north by 21st Avenue, on the east by Howell Street, and on the south by 18th Avenue. The Police Department recommends amending City Code, 10.48.190, to make parking parking of oversized vehicles in the "Central Business District" illegal and defining the Central Business District as described. Attached is an Ordinance amending the City Code for the City Council's consideration. C. Smith moved that Bill No. 7632 be placed on first reading, seconded by C. Clarke. Mayor DeLong asked all in favor and all opposed. Mayor DeLong declared the motion carried. Bill No. 7632 was read. C. Clarke moved that Bill No. 7632 be placed on second and final reading and passed as Ordinance No. 9429, seconded by C. Smith. The roll was called and the vote was as follows: C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes – C. Clevenger, yes. Motion carried 7-0. Bill No. 7632 was read. Thereupon Mayor DeLong declared the Bill duly passed. Said Bill was then numbered 9429, was signed and approved by the Mayor and attested by the City Clerk.

Consideration of an Ordinance Authorizing Payment for Certain Accounts Due and Payable by the City Through October 1, 2021 {Bill No. 7633 (Ordinance No. 9430)}.

Ordinance No. 9430 – Approving Accounts Due and Payable by the City Through October 1, 2021

C. Clarke moved that Bill No. 7633 be placed on first reading, seconded by C. Smith. Mayor DeLong asked all in favor and all opposed. Mayor DeLong declared the motion carried. Bill No. 7633 was read. C. Clarke moved that Bill No. 7633 be placed on second and final reading and passed as Ordinance No. 9430, seconded by C. Smith. The roll was called and the vote was as follows: C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes – C. Clevenger, yes. Motion carried 7-0. Bill No. 7633 was read. Thereupon

Mayor DeLong declared the Bill duly passed. Said Bill was then numbered 9430, was signed and approved by the Mayor and attested by the City Clerk.

Interim City Administrator Nakahodo stated that the Upcoming City Items of Note and the North Kansas City Hospital Covid Update were in the agenda packet for review.

Staff Comments

C. Clarke stated there was a great turn out for the Pint Path. She thanked the residents who made comments to the Council tonight. She stated there should be no assumption of character. We would all like to help residents age in place. She stated that during the Strategic Planning session, infrastructure of the City was discussed.

Councilmembers' Comments

C. Pellumbi thanked the residents who came out to the meeting and spoke during public comments. She thanked Liz Ryan for speaking on the home improvement programs and the need for modification. She stated the Covid numbers are coming down; however, we are still under 50% vaccinated for the State of Missouri.

C. Graves gave a shout out to his son Waylon for the great Parent Teacher conference. He stated he appreciated the public comments. He gave a shout out to Anthony Sands and Interim City Administrator Nakahodo for a meeting he had with them regarding old water lines. He stated he and Chief Freeman had met with a resident who had some concerns. He reminded everyone of the upcoming event, Faith in Blue, and invited everyone to attend.

C. Saper thanked the Council for supporting the increase in funds for the Northland Neighbors Inc. Minor Home Repair Program and the Rebuilding Together Kansas City, Inc., for Minor Home Repair and Home Modification Program.

C. Tull stated that Covid numbers are trending down at the moment, which shows the masks are working.

C. Smith stated it was Fire Safety Awareness Month. Go check your smoke detectors and fire extinguisher. Lot of feedback on the Howell Street improvements. He stated the curb on southbound Howell at 27th that has a pretty significant shadow that hits it most of the day, and the curb is hard to see. Would like to see this area painted to make it more noticeable.

C. Clevenger thanked staff for the streetscape presentation and is sure staff will do a great job with communication with this project. C. Clevenger stated someone was asking for sidewalks in Ward 3. He stated he feels like overall our sidewalks are in pretty good shape. If residents have problems with the sidewalks, let the City know. C. Clevenger is planning to have a Town Hall meeting for Ward 3 in the near future.

Mayor DeLong thanked the Police and Fire Department for their contributions to Walk to School Day. Future Hornet night is this Friday evening from 5-7 at the High School. The Mayor stated when he was out walking the other day, he saw a resident berating an officer. There is no need for that. If residents have an issue, they should speak to their councilmembers. Council makes the rules. Staff is just implementing them. No need for the public to ever berate City staff.

Mayor's Comments

Consideration of a Request to Hold and Recess Into an Executive Session, as Requested by the City Counselor, to be Held on this Date, on a Real Estate Matter Pursuant to Missouri Revised Statutes §610.021(2). C. Clevenger moved to go into Executive Session at 8:30 p.m., seconded by C. Smith. The roll was called, and the vote was as follows: C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes – C. Clevenger, yes. Motion carried, 7-0.

Executive Session

C. Smith moved to adjourn at 8:45 p.m., seconded by C. Pellumbi. The roll was called, and the vote was as follows: C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes – C. Clevenger, yes. Motion carried, 7-0.

Adjournment

Council Adjourned



Mayor

Attest:



City Clerk

Approved this 19th Day of October 2021