

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

**November 2, 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 a 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 19, 2021**
- 7. Approval of Regular Council Meeting Minutes of October 19, 2021**
- 8. Approval of Special Council Meeting Minutes of October 20, 2021**
- 9. Short-term Conditional Use Permit – Mayor’s Christmas Tree Lighting Event**
- 10. Contract for Demolition and Removal of Building Structure at 200 E 16th Avenue (Resolution No. 21-082)**

During the March 2, 2021, City Council meeting, the Council approved a task order with Wilson & Company, the City’s on-call engineer, for the design of the new parking lot at 16th & Clay. This parking lot is being constructed pursuant to a Parking Development Agreement with Storsafe IV, LLC. The parking lot will

replace the existing building at ADDRESS, which the City and StorSafe IV, LLC jointly acquired for this purpose. A portion of the parking lot will be owned by the City and the remainder owned by Storsafe IV, LLC. A Request for Proposals for demolition services was advertised on August 4th, 2021. Seven (7) bids were submitted and opened on Thursday, September 30th, 2021. Following a review of the bids, the submittal by Dehn Demolition in the amount of \$157,875.00 was determined to be the lowest and best bid.

Regular Items

11. 23rd & Swift First Amended and Restated Development Agreement {Bill No. 7629 (Ordinance No. 9426)}

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. 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.

12. Opportunity for Public Comment – 23rd & Swift Chapter 100 Plan

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 17 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 the 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. While the Chapter 100 statute does not require a formal public hearing as other similar statutes sometimes do, it does anticipate the opportunity for public comment prior to plan approval. Accordingly, staff requests that members of the public in attendance be offered the opportunity to comment on the proposal.

13. 23rd & Swift Chapter 100 Plan {Bill No. 7630 (Ordinance No. 9427)}

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 approximately 17 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 the 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.

14. Ordinance Calling for the April Election {Bill No. 7642 (Ordinance No. 9439)}

Before each election, the City is required to pass an ordinance calling for that election. Attached is the ordinance calling for the General Election to be held on April 5, 2022. This year's election will be for a two-year term to fill the seats currently held by Anthony Saper, Lisa Tull, Zachary Clevenger, and Ana Pellumbi. The filing for declaration of candidacy will be from 8:00 AM on December 7, 2021, and closes at 5:00 PM on December 28, 2021.

15. Discussion of Emergency Order

Mayor Delong has asked to discuss the City's Emergency Order.

16. Approving Accounts Due and Payable by the City through October 29, 2021. {Bill No. 7643 (Ordinance No. 9440)}

17. Staff Comments

- Upcoming City Items of Note
- NKC Hospital COVID-19 Update Packet (every report the City has received, newest to oldest)
- YMCA September Financial Report
- YMCA Q3 Financial Report

18. Councilmember Comments

19. Mayor's Comments

- 20. 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 Collective Bargaining Matter Pursuant to Missouri Revised Statutes §610.021(9)**
- 21. 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 Personnel Matter Pursuant to Missouri Revised Statutes §610.021(3)**
- 22. 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 Potential Litigation Matter Pursuant to Missouri Revised Statutes §610.021(1).**
- 23. 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 October 19, 2021**

The City Council met in a Work Session on Tuesday, October 19, 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 ward redistricting. The U.S. Census Bureau conducts the decennial census every ten years to count every person. That data is then used by every level of government to adjust the boundaries of congressional districts, state legislative districts, and local wards. The process is required in order to meet the constitutional requirements of equal representation across all districts/wards.

The 2020 Census data was released in August and again in a more user-friendly format in September. Staff has been working with this data to provide information about NKC's population and to prepare for

Ward Redistricting

adjusting the ward boundaries. The new ward boundaries are adopted by ordinance after a public hearing. The new ward boundaries must be set prior to the opening of filing for the April 2022 election on December 7, 2021.

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

Adjournment

Council Adjourned

Mayor Bryant DeLong

Attest:

City Clerk Crystal Doss

Approved this 2nd day of November 2021

Minutes of the North Kansas City, Missouri Regular City Council Meeting of October 19, 2021

The City Council met in regular session on Tuesday, October 19, 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 7:17 p.m.

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

The meeting opened with the Pledge of Allegiance.

C. Graves moved to approve the agenda, 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 – C. Roberts, yes. Motion carried, 8-0.

Lisa Degginger, 2414 Erie, stated she was unable to access the poll on the City's website, but she let her opinion be known on Facebook

Roll Call

Opening

Approval of Agenda

Comments from the Public

regarding the redistricting. She thanked Sara Copeland and Kim Nakahodo on their work on the redistricting. She stated that she agreed with C. Graves thought to give the staff more time to work on the maps, then set up large maps in the Council Chambers for residents to review and discuss with their Councilmembers.

George Schluter, 800 E. 23rd Avenue, stated he watched the Work Session at home. He stated he appreciated the Councilmembers realizing this redistricting has to be based on what is best for our city, not their election.

Dave Wood, 2414 Erie, discussed the City's mask mandate. He stated this mandate should not be extended. He stated numbers are going down, and people generally do not like being told what to do.

Richard Sheets, 1002 E. 24th Avenue, stated we do not need a mask mandate. He stated numbers are going down. He stated he felt the mask mandate is killing our businesses.

Mindy Hart Davis, 21st Avenue, invited everyone to Spooky Snake Saturday. She then stated as a resident and business owner, she is asking that the mask mandate not be extended. She stated businesses cannot survive this. Customers are not coming to North Kansas City because of the mask mandate. She stated wearing of masks should be up to the individual business owners for what is best for their business.

The Consent Agenda contained the following items:

Consent Agenda

Approval of Work Session Minutes of October 5, 2021

Approval of Regular Council Meeting Minutes from October 5, 2021

Approval of Replacement of Fire Radios

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

Proclamation for 76th Anniversary of National Disability Employment Awareness Month

C. Smith moved to approve the Consent Agenda as amended, seconded by C. Graves. Mayor DeLong asked all in favor, all opposed. Mayor DeLong declared the motion carried.

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

Interim City Administrator Kim Nakahodo gave a staff report. Mayor DeLong opened the Public Hearing at 7:35 P.M. He then asked for Public Comments. Jason Jones, who lives on 27th Avenue, inquired if the properties receiving TIF funds were charged for water at the same rate as the residents. Jeff Bailey, Plant Manager at Ingredion stated their company had been in North Kansas City for 100 years. He stated if the proposed charge increases over the next 5 years are approved, it will cost his company \$15.5 million dollars. Mayor DeLong closed the Public Hearing at 7:39 P.M.

Consideration of an Ordinance Establishing New Sewer Service Charges; Amending Section 13.08.020, "Sewer Charges," of the Code of the City of North Kansas City, Missouri {Bill No. 7636 (Ordinance No. 9433)}.

Interim City Administrator Nakahodo stated that 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. Discussion ensued. C. Smith moved that Bill No. 7636 be placed on first reading, seconded by C. Clarke. Mayor DeLong asked all in favor, all opposed. Mayor DeLong declared the motion carried. Bill No. 7636 was read. C. Clarke moved that Bill No. 7636 be placed on second and final reading

Public Hearing – Water
& Sewer Rates

Ordinance No. 9433 –
Sewer Rates for
Calendar Year 2022

and passed as Ordinance No. 9433, 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 – C. Roberts, yes. Motion carried, 8-0. Bill No. 7636 was read. Thereupon Mayor DeLong declared the Bill duly passed. Said Bill was then numbered 9433, was signed and approved by the Mayor and attested by the City Clerk.

Consideration of an Ordinance Amending the Code of the City of North Kansas City, Missouri, by Amending Subparagraphs 1 and 2 of Paragraph B of Section 13.04.140, "Water Rates and Charges" of Chapter 13.04, "Water Service System" {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. C. Smith moved that Bill No. 7637 be placed on first reading, seconded by C. Clarke. Mayor DeLong asked all in favor, all opposed. Mayor DeLong declared the motion carried. Bill No. 7637 was read. C. Clarke moved that Bill No. 7637 be placed on second and final reading and passed as Ordinance No. 9434, 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 – C. Roberts, yes. Motion carried, 8-0. Bill No. 7637 was read. Thereupon Mayor DeLong declared the Bill duly passed. Said Bill was then numbered 9434, was signed and approved by the Mayor and attested by the City Clerk.

Consideration of an Ordinance Adopting and Approving the Group Insurance Application with Standard Insurance Company for Life Insurance and for Long Term Disability Insurance for the Employees of the City of North Kansas City, Missouri {Bill No. 7638 (Ordinance No. 9435)}

Interim City Administrator Nakahodo asked Human Resources Manager Casey Campbell to present this item to Council. Ms. Campbell stated that 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

Ordinance No. 9434 –
Water Rates for
Calendar Year 2022

Ordinance No. 9435 –
Standard Insurance
Company Contract –
2022 Group Basic Life
and AD&D, Group
Additional Life and
AD&D and Long Term
Disability Coverage

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. C. Smith moved that Bill No. 7638 be placed on first reading, seconded by C. Clevenger. Mayor DeLong asked all in favor, all opposed. Mayor DeLong declared the motion carried. Bill No. 7638 was read. C. Clarke moved that Bill No. 7638 be placed on second and final reading and passed as Ordinance No. 9435, 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 – C. Roberts, yes. Motion carried, 8-0. Bill No. 7638 was read. Thereupon Mayor DeLong declared the Bill duly passed. Said Bill was then numbered 9435, was signed and approved by the Mayor and attested by the City Clerk.

Consideration of an Ordinance Declaring the Public Necessity to Acquire Certain Property Interests, Permanent and Temporary, Along Burlington in the City of North Kansas City for the Burlington Corridor Complete Street Plan for Certain Public Infrastructure Improvements; Authorizing Acquisition of Interests, Rights, and Estates in Certain Lands and All Associated Appurtenances and Improvements by Negotiation or, if Necessary, by Condemnation; Authorizing the Mayor, the City Counselor, and Other Appropriate City to (1) Obtain and Execute All Instruments Necessary For Acquisition of Such Land and Property Interests and (2) Take Such Action as may be Required or Necessary to Carry out the Intent of this Ordinance {Bill No. 7640 (Ordinance No. 9437)}

Interim City Administrator Nakahodo asked City Counselor Tom Barzee to present this item to Council. Mr. Barzee stated that the 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. Discussion ensued. C. Smith moved that Bill No. 7640 be placed on first reading, seconded by C. Pellumbi. Mayor DeLong asked all in favor, all opposed. Mayor

Ordinance No. 9437 – 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

DeLong declared the motion carried. Bill No. 7640 was read. C. Clarke moved that Bill No. 7640 be placed on second and final reading and passed as Ordinance No. 9475, seconded by C. Smith. The roll was called, and the vote was as follows: C. Clarke, yes – C. Pellumbi, yes – C. Graves, no – C Saper, no – C. Tull, yes – C. Smith, yes – C. Clevenger, yes – C. Roberts, yes. Motion carried, 6-2. Bill No. 7640 was read. Thereupon Mayor DeLong declared the Bill duly passed. Said Bill was then numbered 9437, was signed and approved by the Mayor and attested by the City Clerk.

Consideration of an Ordinance Approving Public Health Order 21-004 Regarding Covid-19 in the City of North Kansas City, Missouri, and Authorizing the Extension of the Effective Period of the Current Order 21-003 Dated September 22, 2021, from October 25, 2021, Until November 20, 2021 {Bill No. 7639 (Ordinance No. 9436)}

Mayor DeLong stated that 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. Discussion ensued. C. Pellumbi moved to amend Bill No. 7639 for the mandate to expire on November 7, 2021. Motion died due to lack of a second. C. Smith moved to place Bill No. 7649 on first reading, seconded by C. Tull. The roll was called and the vote was as follows: C. Clarke, yes – C. Pellumbi, no – C. Graves, no – C. Saper, yes – C. Tull, yes – C. Smith, yes – C. Clevenger, no – C. Roberts, no. Mayor DeLong broke the tie with a yes vote. Bill No. 7639 was read. C. Smith moved that Bill No. 7639 be placed on second and final reading and passed as Ordinance No. 9436, seconded by C Tull. The roll was called, and the vote was as follows: C. Clarke, yes – C. Pellumbi, yes – C. Graves, no – C. Saper, yes – C. Tull, yes – C. Smith, yes – C. Clevenger, no – C. Roberts, no. Motion carried, 5-3. Bill No. 7639 was read. Thereupon Mayor DeLong declared the Bill duly passed. Said Bill was then numbered 9436, was signed and approved by the Mayor and attested by the City Clerk.

Ordinance No. 9436 –
Mask Mandate
Extension

Consideration of an Ordinance Amending Chapter 10.68, “Miscellaneous Traffic Regulations,” of the Code of the City of North Kansas City, Missouri, by Amending Section 10.68.060

Ordinance No. 9431 –
Amending Section
10.68.060 Regarding

Regarding the Use of Skateboards, Roller Skates and Similar Devices Within the City of North Kansas City, Missouri {Bill No. 7634 (Ordinance No. 9431)}

Mayor DeLong stated he was proposing amendment to 10.68.060 regarding skateboarding and skating on streets and sidewalks. Discussion ensued. C. Roberts moved that Bill No. 7634 be placed on first reading, seconded by C. Graves. Mayor DeLong asked all in favor and all opposed. Mayor DeLong declared the motion carried. Bill No. 7634 was read. C. Clarke moved that Bill No. 7634 be placed on second and final reading and passed as Ordinance No. 9431, seconded by C. Graves. 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 – C. Roberts, yes. Motion carried, 8-0. Bill No. 7634 was read. Thereupon Mayor DeLong declared the Bill duly passed. Said Bill was then numbered 9431, was signed and approved by the Mayor and attested by the City Clerk.

Consideration of an Ordinance Authorizing and Approving an Art Easement Agreement Between Steel Ventures, L.L.C., and the City of North Kansas City, Missouri, Regarding the Placement of a Mural on the East Exterior Wall of a Building Which Directly Faces Burlington from Real Property Owned by Steel Ventures, L.L.C., Located Generally at 1 West 10th Avenue in the City of North Kansas City {Bill No. 7635 (Ordinance No. 9432)}

Interim City Administrator Nakahodo stated that 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

the Use of
Skateboards, Roller
Skates, and Similar
Devices

Ordinance No. 9432 –
Public Art Mural
Contract -- Easement

mural and will be responsible for all maintenance required for the next five years per the easement agreement with Steel Ventures, LLC. Discussion ensued. C. Smith moved that Bill No. 7635 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. 7635 was read. C. Clarke moved that Bill No. 7635 be placed on second and final reading and passed as Ordinance No. 9432, 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 – C. Roberts, yes. Motion carried 8-0. Bill No. 7635 was read. Thereupon Mayor DeLong declared the Bill duly passed. Said Bill was then numbered 9432, was signed and approved by the Mayor and attested by the City Clerk.

Consideration of a Resolution Approving an Agreement for Commission of Public Artwork Between the City of North Kansas City and Andrei Krautsou (Resolution No. 21-080).

Interim City Administrator Nakahodo stated that 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. C. Smith moved to approve Resolution No. 21-080, seconded by C. Clarke. Mayor DeLong asked all in favor, all opposed. Mayor DeLong declared the motion carried.

Resolution No. 21-080
– Public Art Mural
Program – Artist
Agreement

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

Mayor DeLong removed this item from the agenda stated that 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.

Consideration of an Ordinance Authorizing Payment for Certain Accounts Due and Payable by the City Through October 15, 2021 {Bill No. 7641 (Ordinance No. 9438)}.

C. Smith moved that Bill No. 7641 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. 7641 was read. C. Clarke moved that Bill No. 7641 be placed on second and final reading and passed as Ordinance No. 9438, 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 – C. Roberts, yes. Motion carried 8-0. Bill No. 7641 was read. Thereupon Mayor DeLong declared the Bill duly passed. Said Bill was then numbered 9438, 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.

C. Clarke thanked the residents who made comments to the Council tonight. She reminded everyone of the Halloween costume contest to be held at Macken Park this Saturday.

C. Pellumbi thanked the residents who came out to the meeting and spoke during public comments. She stated if residents have problems with being able to access items on the internet, such as polls, to contact their councilmembers. She thanked everyone for their participation in the Work Session and for the cordial conversations.

C. Graves also thanked everyone for their public comments and assured their voices were heard. He reminded everyone to come out to the carnival and the other Spooky Saturday events. He also stated that there needs to be equal ward representation on the City boards.

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

Ordinance No. 9438 – Approving Accounts Due and Payable by the City Through October 15, 2021

Staff Comments

Councilmembers' Comments

C. Saper thanked the residents for their public comments. He stated if residents do not want to come to the Council meetings to speak, let your Councilmembers know your thoughts.

C. Tull also thanked the residents for their public comments tonight. She stated you can also e-mail your councilmembers with concerns. She thanked Ingredion for coming out to discuss the water and sewer rate increases. C. Tull stated the redistricting must be done for the better good of the City.

C. Smith dittoed C. Tull's comments.

C. Clevenger also thanked those who came out to speak tonight. He stated redistricting was very important and would do his best to keep people where they are used to being. He stated he was looking forward to Spooky Snake Saturday and the new Public Art.

C. Roberts also thanked those who came out to give public comments. He gave a shout out to Sara and the rest of the staff and C. Graves on the development of redistricting maps. He stated he hoped to see everyone at Spooky Snake Saturday. Today is National Pit Bull Day.

Mayor DeLong had no comments tonight

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

C. Clevenger moved to go into Executive Session at 8:41 p.m., seconded by C. Smith. The roll was called, and the vote was follows: C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes – C. Clevenger, yes. – C. Roberts, 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 Real Estate Matter Pursuant to Missouri Revised Statutes §610.021(2).

Executive Session

C. Clevenger moved to go into Executive Session at 8:41 p.m., seconded by C. Smith. The roll was called, and the vote was follows: C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C.

Tull, yes – C. Smith, yes – C. Clevenger, yes. – C. Roberts, yes. Motion carried, 8-0.

C. Pellumbi moved to go back into Regular Session and adjourn at 10:07 p.m., seconded by C. Roberts. 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 – C. Roberts, yes. Motion carried, 8-0.

Adjournment

Council Adjourned

Mayor

Attest:

City Clerk

Approved this 2nd Day of November 2021

**Minutes of the North Kansas City, Missouri, Special Council Meeting of
October 20, 2021**

The City Council met in a Special Council Meeting on Tuesday, October 20, 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 -- Absent

Staff Present: Kim Nakahodo, Interim City Administrator

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

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 Personnel Matter Pursuant to Missouri Revised Statutes §610.021(3). C. Graves moved to go into Executive Session at 6:01 p.m., seconded by C. Smith. The roll was called, and the vote was as follows: C. Clarke, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes – C. Clevenger, yes – C. Roberts, yes. Motion carried, 7-0.

Executive Session

C. Smith moved to go back into Regular Session and adjourn at 10:07 p.m., seconded by C. Roberts. The roll was called, and the vote was as follows: C. Clarke, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes – C. Clevenger, yes – C. Roberts, yes. Motion carried, 7-0.

Adjournment

Council Adjourned

Mayor Bryant DeLong

Attest:

City Clerk Crystal Doss

Approved this 2nd day of November 2021

MEMO



To: Mayor Delong and City Council Members
From: Cheryl Martin
cc:
Date: October 21, 2021
Re: Mayors Tree Lighting

The Parks and Recreation Department will host the Mayor's Tree Lighting Ceremony this year on Friday, November 19th from 6:00pm-8:00pm. The ceremony will consist of holiday classics performed by local schools, and then Mayor Delong switching on the lights. Hot chocolate and cookies will be served off the city hall back patio.

To host the event the Parks and Recreation Department will need to close Gentry between Armour and 21st street at 2:00pm on Friday November 19th to set up. Barricades will be set up on the North and South entrance of Gentry. The police department will have access to their facility. We will have a stage set up on the south end of Gentry for the ceremony. Clean up of the stage and removal of barricades will be completed by 8:30pm and Gentry will reopen.

APPLICATION FOR SPECIAL EVENT PERMIT

APPLICANT NAME: Cheryl Martin-North Kansas City Parks and Recreation
MAILING ADDRESS: 1201 Clark Ferguson Dr
PHONE: 816-300-0545 EMAIL: cmartin@nkc.org

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

NAME OF EVENT [I.E. JONES WEDDING]: Mayors Tree Lighting
EVENT DATE: November 19th EVENT HOURS: 5:00pm-9:00pm
EVENT LOCATION (Address): On Gentry between Armour and 21st Street
PROPERTY OWNER: _____ PHONE: _____

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

PERSON 1: Cheryl Martin-816-401-8937
PERSON 2: Victoria Ressler-816-286-9387

DETAILED DESCRIPTION OF EVENT:

See Attached Memo

NUMBER OF EXPECTED ATTENDEES: 250 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: _____

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

IF YES, EXPLAIN: Requesting help from Municipal Services for set up and tear down

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 _____

HOW MANY PORTA-POTTIES WILL BE ONSITE FOR EVENT: 0

----- **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: Cheryl Martin

APPLICANTS SIGNATURE: Cheryl Martin DATE: 10/21/21

----- **CITY APPROVALS** -----

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

APPLICATION RECEIVED BY M. Summers DATE: 10/21/21

FIRE MARSHALL APPROVAL Dan Williams DATE: 10/25/21

POLICE DEPARTMENT APPROVAL Jim Bagley DATE: 10/26/21

DIRECTOR OF LIQUOR CONTROL APPROVAL _____ DATE: _____

ACTION BY CITY COUNCIL _____ DATE: _____

MEMORANDUM



TO: Mayor and City Council

FROM: Anthony Sands, Director of Public Works

DATE: October 19, 2021

RE: Contract for Demolition and Removal of building structure at 200 E 16th Avenue

Budget Authority: FY 2022 Gaming Fund – 16th & Clay Parking Lot - \$1,115,000

During the March 2, 2021 City Council meeting, the Council approved a task order with Wilson & Company, the City's on-call engineer, for the design of the new parking lot at 16th & Clay. This parking lot is being constructed pursuant to a Parking Development Agreement with Storsafe IV, LLC. The parking lot will replace the existing building at ADDRESS, which the City and StorSafe IV, LLC jointly acquired for this purpose. A portion of the parking lot will be owned by the City and the remainder owned by Storsafe IV, LLC.

A Request for Proposals for demolition services was advertised on August 4th, 2021. Required contract items listed on the bid documents include:

- Demolition of the existing building structure and concrete services in accordance with the contract documents and plans.
- Disconnection of all utilities.
- Stabilization of site for erosion control.

Seven (7) bids were submitted and opened on Thursday, September 30th, 2021. Following a review of the bids, the submittal by Dehn Demolition in the amount of \$157,875.00 was determined to be the lowest and best bid. Please find the attached summary of the received bids.

RESOLUTION NO. 21-082

RESOLUTION APPROVING A CONTRACT SERVICES AGREEMENT FOR DEMOLITION OF BUILDING AND OTHER IMPROVEMENTS LOCATED GENERALLY AT 200 EAST 16TH AVENUE IN NORTH KANSAS CITY WITH AD DEMOLITION & RECYCLING LLC, D/B/A DEHN DEMOLITION

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, a Request for Proposals seeking contractors to bid on the Demolition of Building and Other Improvements Located Generally at 200 East 16th Avenue in North Kansas City project was duly advertised according to law and, further, was published August 3, 2021; and

WHEREAS, the City received seven sealed bids, which were opened on September 30, 2021, and after a comparison was made of the respective bids, the submittal by AD Demolition & Recycling LLC, d/b/a Dehn Demolition (the “**Contractor**”) was deemed to be the lowest and best bid; and

WHEREAS, the City has determined that the Contractor has the qualifications, experience, expertise and skill to provide the necessary work, services and materials for the City; and

WHEREAS, the City and the Contractor now desire to enter into the Contract Services Agreement for the Demolition of Building and Other Improvements Located Generally at 200 East 16th Avenue for the work and services set forth in the Agreement.

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

Section 1. Selection of Best Proposal. The City Council hereby determines that AD Demolition & Recycling LLC, d/b/a Dehn Demolition is the lowest and best bidder in connection with the City’s Demolition of Building and Other Improvements Generally Located at 200 East 16th Avenue project and, therefore, the City Council approves the Contractor for this project. The City Council hereby ratifies the selection of AD Demolition & Recycling LLC, d/b/a Dehn Demolition as being in compliance with the City’s bidding and contracting guidelines based upon the evidence of the responses to the request for bids submitted by the City’s Public Works Director.

Section 2. Authorization of Agreement. The City Council hereby authorizes the City to enter into the Contract Services Agreement for Demolition of Building and Other Improvements Generally Located at 200 East 16th Avenue (the “**Agreement**”) with AD Demolition & Recycling LLC, d/b/a Dehn Demolition, 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 amounts set forth in the Agreement. The Mayor is authorized to execute the 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 2nd day of November , 2021.

Bryant DeLong, *Mayor*

ATTEST:

Crystal Doss, *City Clerk*

CITY OF NORTH KANSAS CITY, MISSOURI

**CONTRACT SERVICES AGREEMENT FOR
DEMOLITION WORK**

THIS AGREEMENT (this “**Agreement**”), made and entered into this ____ day of _____, 2021, between the CITY OF NORTH KANSAS CITY, MISSOURI, a third class city and political subdivision of the State of Missouri (the “**City**”), and AD Demolition & Recycling LLC, dba Dehn Demolition a limited liability corporation, authorized to do and doing business in the State of Missouri, located at 4016 S. Lynn Ct. Dr. , Ste. A, Independence, Missouri 64055 (the “**Contractor**”). The City and the Contractor are individually referred to as a “**Party**” and are collectively referred to as the “**Parties**”.

RECITALS

A. The City is, or will be, the owner of the real property located generally at 200 E. 16th Avenue in North Kansas City, Clay County, Missouri, as more particularly described in Exhibit “A” attached hereto (the “**Property**” or the “**Site**”). Attached to and a part of Exhibit “A” is an ALTA/NSPS Land Title Survey of the Property.

B. Upon the City’s acquisition of the Property, the City has determined that there will be a need for demolition, clean-up and related services on what will become a parking lot within the City as designated by the City.

C. The City has issued a certain Invitation for Bid (the “**IFB**”), a copy of which is attached hereto as Exhibit “B” to this Agreement, pursuant to which the City has sought bids for the demolition and removal of all Improvements, as defined herein, located on the Property.

D. Contractor has submitted a proposal in response to the IFB which is attached hereto as Exhibit “C” to this Agreement and which has been accepted by the City.

E. The Contractor is qualified by virtue of its experience, training, education, reputation, and expertise to provide these services and has agreed to provide such services as provided in this Agreement.

F. The City desires to retain the Contractor to provide such contract services.

NOW, THEREFORE, in consideration of these promises and mutual obligations, covenants, and conditions, the Parties agree as follows:

AGREEMENT

In consideration of the foregoing recitals, the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Contractor agree as follows:

Section 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:

1.1. “**Applicable Environmental Laws**” means any federal, state or local statute, law, rule, regulation, ordinance, code, policy or rule of common law of any Governmental Entity now in effect and in each case as amended from time to time, and any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree, or judgment, relating to the environment, human health or hazardous materials, including, without limitation, CERCLA; The Hazardous Materials Transportation Act of 1994, as amended, 49 U.S.C. § 5101, *et seq.*; the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. §6901, *et seq.*; the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1201, *et seq.*; the Toxic Substances Control Act, 15 U.S.C. §2601, *et seq.*; the Clean Air Act, 42 U.S.C. § 7401, *et seq.*; the Safe Drinking Water Act, 42 U.S.C. §300(f), *et seq.*, the Federal Insecticide, Fungicide and Rodenticide Act, as amended, 7 U.S.C. §136, *et seq.*, the Occupational Safety and Health Act of 1970, 29 U.S.C. §651, *et seq.*, orders, rules and regulations issued by the Missouri Department of Natural Resources Division on Environmental Quality, and the ordinances, rules, and permits of the City of North Kansas City, and any other similar federal, state or local laws, or any federal, state, or local laws relating to the environment or to hazardous or waste materials.

1.2. “**CERCLA**” means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*

1.3. “**Change Directive**” has the meaning set forth in Section 9.4.B.

1.4. “**Change Order**” has the meaning set forth in Section 9.4.A.

1.5. “**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.

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

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

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

1.9. “**Commencement Date**” means _____, 2021.

1.10. “**Completion Date**” means thirty (30) calendar days following the Commencement Date. The Completion Date may be changed only by written Change Order or written Change Directive in accordance with this Agreement.

1.11. “**Contract Documents**” mean this Agreement and all Exhibits hereto, the IFB, the Proposal, the Demolition Plan, and any other document listed in this Agreement.

1.12. “**Contractor-Related Person**” has the meaning set forth in Section 14.1.A.

1.13. “**Contract Sum**” has the meaning set forth in Section 9.1.

1.14. “**Contract Time**” means the period of time beginning on the Commencement Date and ending on the Completion Date. The Contract Time shall initially be for a period of thirty (30) days, unless increased or decreased by written Change Order or written Change Directive in accordance with this Agreement.

1.15. “**Demolition Plan**” refers to the engineer’s drawing and specifications prepared by Wilson & Company, dated March 10, 2021 (sealed on March 11, 2021), and entitled “Guastello Building Demolition Plan, 200 E. 16th Ave., North Kansas City, Mo.” The Demolition Plan is attached to this Agreement as Exhibit “E” and incorporated herein by reference.

1.16. “**EPA**” means the United States Environmental Protection Agency, or any successor agency.

1.17. “**Event of Default**” has the meaning set forth in Section 17.3.

1.18. “**Final Completion**”, with respect to the Work, means that all Work, including, without limitation, all grading, disposal and compaction work, has been completed in accordance with the Contract Documents and has been accepted by the City.

1.19. “**Force Majeure**” shall have the meaning set forth in Section 19.17.

1.20. “**Governmental Authorities**” means governmental agencies, units or officials having jurisdiction over the Work.

1.21. “**Governmental Entity**” means any court or any federal, state, or local legislative or administrative body or governmental municipality, department, commission, board, bureau, agency or authority.

1.22. “**Hazardous Materials**” means:

A. Any substance, material, or waste that is included within the definitions of “hazardous substances”, “hazardous materials”, “hazardous waste”, “toxic substances”, “toxic materials”, “toxic waste”, or words of similar import in any Environmental Law;

B. The substances listed as hazardous substances by the United States Department of Transportation (or any successor agency) (49 C.F.R. 172.101 and amendments thereto) or by the EPA (40 C.F.R. 302 and amendments thereto); and

C. Any substance, material, or waste that is petroleum, petroleum related, or a petroleum by-product, asbestos or asbestos containing material, lead or lead containing materials, polychlorinated biphenyls, flammable, explosive, or radioactive materials, Freon gas, radon, or a pesticide, herbicide, or any other agricultural chemical.

1.23. “**IFB**” has the meaning set forth in the Recitals.

1.24. “**Improvements**” mean all buildings, structures, and other improvements, and all equipment and other physical components of any of the foregoing located on the Property.

1.25. “**Legal Requirements**” means laws, ordinances, rules, codes, regulations, permits, licenses and legal requirements of any kind issued by any Governmental Authority, to the extent they apply to the Work under the laws of the state of Missouri and as to the obligations of the Parties generally under this Agreement.

1.26. “**OSHA**” means the United States Occupational Safety and Health Administration, or its successor.

- 1.27. “**Outstanding Work**” has the meaning ascribed to it in Section 17.8.
- 1.28. “**Owner**” means the City of North Kansas City, Missouri.
- 1.29. “**Owner Indemnified Person**” or “**Owner Indemnified Persons**” has the meaning set forth in Section 14.1.
- 1.30. “**Owner’s Certificate of Acceptance**” has the meaning ascribed to it in Section 11.1.
- 1.31. “**Property**” or “**Site**” has the meaning set forth in the Recitals.
- 1.32. “**Proposal**” has the meaning set forth in the Recitals.
- 1.33. “**Project**” has the meaning set forth in Section 2.2.
- 1.34. “**Subcontractor**” means any person or entity under a direct contract with Contractor to perform any part of the Work, supply any materials to be incorporated into the Work, or to supply any tools, equipment or other articles or services to be used in the Work.
- 1.35. “**Work**” has the meaning set forth in Section 4.1.

Section 2. Project Description and Contract Documents.

2.1 Contract Documents. The Contract Documents are incorporated into this Agreement by this reference for all purposes and constitute the entire and integrated agreement between the City and Contractor. If anything contained in any of the Contract Documents other than this Agreement is inconsistent with this Agreement, this Agreement shall govern.

2.2 Site and Project. The Work under this Agreement and the Contract Documents is generally described as the demolition of the Improvements and the disposal of all debris relating thereto (the “**Project**”).

2.3. Ownership of Improvements Being Demolished. On execution of this Agreement, solely for the purpose of performance under this Agreement, all right, title and interest in and to the Improvements shall be deemed to be vested in Contractor, subject to the provisions of the Contract Documents. No right, title, property or interest in and to the land on which the improvements stand is created, assigned, conveyed, granted, or transferred to Contractor, or any other persons, except only the license to enter onto the Property to demolish and remove the improvements in strict accordance with the Contract Documents. If the City terminates this Agreement in accordance with the Contract Documents, title to the Improvements remaining on the Site as of the date of termination revert to and vest in the City without release or prejudice to claims between the Parties.

Section 3. Commencement and Completion of the Work.

3.1. Commencement and Completion Dates. Contractor shall commence the Work on or before the Commencement Date and shall complete the work on or before the Completion Date.

3.2. Timely Completion Required. Time is of the essence under this Agreement. The time for completion of the Work shall not be extended except as agreed by the City and Contractor by a written Change Order signed by both the City and Contractor or by Change Directive.

3.3. Delay. If the Project is not completed on or before the Completion Date, then, in addition to all other rights and remedies the City may have under this Agreement, Contractor shall pay to the City the sum of \$300 per day for each calendar day beyond the Completion Date until the Project is completed. If Contractor is delayed at any time in the progress of the Work, for any reason other than an act of neglect by Contractor or any of Contractor's agents, employees, consultants or Subcontractors (including, without limitation, any act or neglect of the City or any of the City's agents, employees or consultants), then, in such event, Contractor's sole remedy shall be an extension of the Contract Time. Contractor must notify the City in writing within 7 days after the commencement of any event for which Contractor shall be entitled to a Contract Time extension under this Section 3.3 (it being expressly understood that requests made subsequent to such 7 day period shall not be eligible for extension), and any such adjustment in the Contract Time shall be memorialized in a written Change Order.

Section 4. Work

4.1. Work. Contractor shall provide all necessary labor, professional services, supervision, materials, tools, accessories, equipment, permits, fees, testing, inspections, and certifications which may be necessary to properly complete the Project to the satisfaction of the City and all applicable Governmental Authorities in accordance with the Contract Documents and all Legal Requirements (the "**Work**"). The term "Work", as used herein, includes all demolition, services, labor, materials, tools, machinery, equipment, transportation, disposal, permitting, utilities, and other facilities and services necessary for the proper execution and completion of the Work.

4.2. Scope of Work. The specific Work to be performed under this Agreement is generally described as follows:

The dismantling, leveling and demolition of all Improvements, including, without limitation, buildings, asphalt, concrete, slab, footings, basement, foundation, fencing, parking areas, structures, driveways, solar panels, and utility installations owned by the City located on or under the Site; removal and proper disposal of all debris resulting from such Work; and proper compaction and grading of the Site following the removal of all improvements and debris therefrom. The Work expressly includes identification and remediation, removal and proper disposal of any Hazardous Materials comprising a portion of the improvements (as opposed to any such substances improperly released into the environment).

4.3. Environmental Services. Any environmental consulting or engineering services forming a part of the Work shall be performed by a licensed engineer employed by Contractor. Such Work may include inspection and testing of possible asbestos, polychlorinated bi-phenyls, or other Hazardous Materials, permitting for removal and disposal work, establishing Hazardous Materials safety and handling programs and other related Work in accordance with all Applicable Environmental Laws.

4.4. Workmanlike Manner and Compliance with Laws. Contractor shall complete the Work in a first class, good and workmanlike manner in accordance with the terms of this Agreement, and generally accepted engineering practices adopted by firms performing services of a similar nature to the Work. Contractor shall comply with all federal, state and municipal laws, codes, ordinances, rules and regulations and other Legal Requirements effective where the Work is to be performed.

4.5. General Requirements. Subject to additional requirements as set forth in the Contract Documents, Contractor shall perform the following duties in connection with the Work:

A. Utilities. Contractor shall contact all relevant utilities to (1) ensure that service has

been disconnected; (2) to determine the location of any underground utilities located at the Site; and (3) to properly cap off all utilities as appropriate in accordance with all applicable Legal Requirements.

B. Fill and Compaction. Any depressions resulting from the removal of underground utilities, building foundations or other items shall be filled to grade with clean fill and compacted to 95%.

C. Grading. Following the removal of all on-grade improvements, underground improvements and debris, Contractor shall grade all disturbed surface areas.

D. Disposal of Hazardous Materials. Asbestos, polychlorinated bi-phenyls and other Hazardous Materials, if any, shall be disposed of in a properly licensed facility in accordance with all Applicable Environmental Laws or other Legal Requirements. Contractor shall provide the City with a list of all disposal facilities for approval prior to disposing of any Hazardous Materials. Contractor shall promptly provide all original waste manifests and other evidence of proper disposal following removal of any Hazardous Materials from the Site.

4.6. Salvage. Contractor shall have salvage rights to all components of the Improvements to the Site, except only any asbestos containing materials, equipment containing polychlorinated bi-phenyls or any other Hazardous Materials, which must be disposed of as provided for herein.

4.7. Safety. Contractor further agrees that it will, during the performance of the Work, take proper precautions to prevent injury or damages to persons or property, including without limitation providing, erecting, and maintaining all reasonable, necessary, or required safety devices for its employees and flagmen, erecting proper barricades and other safeguards around its Work, and posting danger signs and other warning devices where warranted by the nature of the existing condition of the Work. In any event, Contractor shall promptly and properly replace any safety devices provided by others or Contractor and which are disturbed by Contractor's operations or forces hereunder. Contractor shall take all necessary steps to protect and secure its Work, materials, tools, scaffolding, equipment, buildings, trailers, and work shacks from vandalism, theft, and fire damage and the City shall not be responsible for losses or damages to such items. Contractor shall be responsible for initiating, maintaining, and supervising safety precautions and programs in connection with the performance of its Work hereunder. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all Contractor's employees on the Project and all other persons on or near the Project Site who may be affected by Contractor's operations; (ii) all the Work and all materials and equipment used in connection with the performance of the Work, whether on or off-site, under the care, custody, or control of Contractor or any of Contractor's Subcontractors; (iii) other property at the Site or adjacent thereto; and (iv) the work of the City or other separate contractors. When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel and in accordance with all applicable Legal Requirements. Contractor shall properly remedy all damage or loss to any property referred to herein caused in whole or in part by Contractor, any of its Subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and for which Contractor is responsible hereunder. The foregoing obligation is in addition to Contractor's indemnification obligations set forth elsewhere herein. The City will not in any manner be answerable or accountable for any loss or damage that shall or may happen to the Work or any part or parts thereof respectively or for any of the equipment, materials or other things used and employed in finishing and completing the Work, or for injury to any person or persons, either workers or the public, or for damage to property.

Section 5. Representations and Warranties of Contractor. Contractor hereby represents and warrants to the City and the City's successors and assigns as follows:

5.1. Qualifications. Contractor is a limited liability corporation duly organized, existing, authorized to do business, and in good standing under the laws of all jurisdictions under which the Work is to be performed. Contractor is duly authorized to enter into this Agreement by signature set forth herein. Contractor is skilled and experienced in the Work to be provided pursuant to this Agreement, and is familiar with and knowledgeable about Applicable Environmental Laws and Legal Requirements.

5.2. Site Inspected. Contractor has inspected the Site and is satisfied with the improvements, the surface and subsurface of the Site, available labor supplies, available materials and supplies, and all other matters that could, in reasonable probability, affect the nature of and cost to perform the Work. No adjustments shall be made to the Contract Sum for concealed or unknown conditions except to the extent that the same could not have reasonably been discovered or anticipated by a competent contractor using its best efforts to determine the scope of the Work based upon typical conditions in the vicinity of the site of the Work.

5.3. Good and Workmanlike Work. Contractor will provide and complete the Work in a good and workmanlike, first class, manner, to the best of Contractor's art and skill, and in accordance with the Contract Document, all Legal Requirements and all Applicable Environmental Laws.

5.4. Licenses and Permits. Wherever necessary, Contractor shall obtain all licenses and permits required to perform the Work.

5.5. Work Will be Done in Compliance with Laws. Contractor shall comply with all Applicable Environmental Laws, and all federal, state and municipal laws, codes, ordinances, rules, regulations and other Legal Requirements effective where the Work is to be performed, with regard to safety, health, environment, or otherwise. Contractor, for itself and on behalf of its employees, agents, assigns and Subcontractors, agrees to comply with all safety directives of the City's personnel and representatives. Failure to follow the City's safety directives and regulations is grounds for immediate termination of this Agreement without recourse and notwithstanding any other provision of this Agreement.

Section 6. Permits. Prior to conducting any physical demolition work at the Site, Contractor shall obtain all demolition, asbestos removal and other permits required to perform the Work, and shall provide all required notices to utilities and government agencies, if any, required to perform the Work, the costs of which are included in the Contract Sum.

Section 7. Conducting and Supervising Work.

7.1. Contractor Solely Responsible for Means, Methods, Techniques, Sequences and Procedures. Contractor shall use its best skill in attention in supervising and directing the Work and shall have full control over and sole responsibility for the means, methods, techniques, sequences and procedures of the Work and shall coordinate the Work with any other work being done by the City or the City's separate contractors. Contractor shall be responsible for worksite safety, but shall at all times comply with any safety rules or programs maintained by the City at the Site. Contractor shall be responsible for all acts and omissions of Contractor's employees, agents, Subcontractors, licensees and invitees at the jobsite or elsewhere while acting in connection with the Project. Neither the City nor the City's officers, officials, employees or agents shall be responsible for Contractor's (a) means, methods, or techniques; (b) safety precautions or programs; (c) acts or omissions; or (d) failure to carry out the Work in accordance with the Contract Documents, Applicable Environmental Laws or applicable Legal Requirements.

7.2. Jobsite Order. Contractor shall maintain good order at the jobsite at all times and shall not permit unqualified personnel to work on the Project. Contractor shall not permit the use of drugs or alcohol by its employees or those of its Subcontractors on the site and shall immediately remove from the Site any such person under the influence of drugs or alcohol.

Section 8. Subcontractors. Contractor shall supply to the City a list of any Subcontractors to whom Contractor expects to perform work valued in excess of \$2,500.00. Each such subcontract shall: (a) require that such Work be performed in accordance with the requirements of this Agreement; (b) waive all rights the Subcontractor may have against the City for damages caused by fire or other casualty; (c) require the Subcontractor to carry and maintain liability insurance in an amount not less than those set out in Exhibit “D” and to furnish a certificate of such insurance naming the City and the City’s officers and officials as additional insureds as set out in Exhibit “D” prior to entry on the Site.

Section 9. Contract Sum.

9.1. Amount. For all Work required under this Agreement, the City agrees to pay to Contractor the fixed fee of the following amount except as modified by Change Order or Change Directive (“**Contract Sum**”): \$157,875.00 (One hundred fifty-seven thousand eight hundred and seventy-five dollars and no cents)_

9.2. Amount Changed Only by Change Order. Notwithstanding anything to the contrary contained in this Agreement, it is the specific intent of the City and of Contractor that the Contract Sum may not, under any circumstances, be increased, other than by a written Change Order approved by the Mayor and the City Council, and signed by authorized representatives of both the City and Contractor or by Change Directive.

9.3. Amounts Outside of Contract Sum. Contractor agrees that it will not perform any work outside the scope of this Agreement prior to receipt of a signed Change Order or Change Directive from the City. Any such additional work performed without a Change Order or Change Directive shall not be subject to reimbursement by the City. Contractor will be solely responsible for all its costs and expenses incurred in connection with this Agreement that are not specifically provided for herein or in a written Change Order or Change Directive. This provision is of the highest importance to the City and the City would not have entered into this Agreement absent this provision.

9.4. Changes in the Work.

A. A “Change Order” is a written agreement signed by the City and Contractor stating their agreement upon a change in the Work, the amount of the adjustment of the Contract Sum, if any, and the extent of the adjustment in the Contract Time and Completion Date, if any.

B. A “Change Directive” is a written order prepared by the City directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. the City may by Change Directive, without invalidating this Agreement, order changes in the Work within the general scope of the Contract Documents consisting of additions, deletions or other revisions, with the Contract Sum and/or Contract Time being adjusted accordingly. A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

C. Changes in the Work may be accomplished after execution of this Agreement, and without invalidating this Agreement, by Change Order or Change Directive, subject to the limitations stated in this Section 9.4 and elsewhere in the Contract Documents. A Change Order shall be based upon agreement among the City and Contractor. A Change Directive issued by the

City may or may not be agreed to by Contractor, however Contractor shall perform the changes in the Work under applicable provisions of the Contract Documents, and Contractor shall proceed promptly to perform all such changes in the Work (including, without limitation, under a Change Directive whether or not agreed to by Contractor) even if Contractor does not sign the Change Directive.

D. A Change Directive signed by Contractor indicates the agreement of Contractor therewith, including adjustment in the Contract Sum and/or Contract Time or the method for determining same. Such agreement shall be effective immediately and shall be recorded as a Change Order.

E. No more than ten percent (10%) profit and overhead will be allowed on any change order.

9.5. Prevailing Wages. **(If the Contract Sum is less than \$75,000, the requirements of this section will not apply. Any contract adjustments that increase the contract above \$75,000 will be subject to this section.)** All labor utilized in the work of the aforementioned services shall be paid a wage of no less than the “prevailing hourly rate of wages” for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. A copy of Annual Wage Order No. 28 for Clay County, prepared by the Missouri Division of Labor Standards, is attached hereto, marked Exhibit “F” and incorporated herein by reference.

Section 10. Taxes

10.1. Sales Tax Exempt. As a tax exempt organization, the City is not subject to the payment of sales, consumer, use and similar taxes. Contractor shall take all steps and execute such instruments as may be necessary to enable the City to claim its exemption from the State of Missouri Sales Tax for goods, materials, fuel or other materials incorporated, used or consumed in the Work. All savings resulting from such tax exemptions shall be for the sole benefit of the City.

10.2. Contractor Incurred Taxes. Contractor shall pay sales, consumer, use and other similar taxes which are legally enacted as of the date of this Agreement and incurred by Contractor in the Work. Notwithstanding anything in the Contract Documents to the contrary, the Contract Sum includes all sales, use, consumer, and similar taxes in effect, or announced to become effective on or before the date of this Agreement and Contractor shall pay all such amounts directly to the appropriate authorities.

10.3. Taxes on Contractor’s Business. Contractor shall bear and pay any and all liabilities or claims for any income taxes, profits taxes, property taxes on Contractor’s equipment and other personal property, stamp taxes, document taxes, excise taxes, import taxes or duties, surtaxes, surcharges or any other taxes or governmental charges which any governmental authority claiming jurisdiction over the Agreement may impose, assess or levy against Contractor on account of or resulting from Contractor’s execution of or performance under the Agreement.

10.4. Employee Benefits. Contractor further agrees to withhold from wages, salaries, fees or other remuneration of its agents, servants, employees, or sub-contractors, all taxes and contributions imposed or required by any law for any employment insurance, pensions, old age retirement funds or similar purposes or any other sums required to be withheld by the laws of the State of Missouri and to pay the same when due to the proper authorities.

Section 11. Payment of Contract Sum.

11.1. Final Completion and Invoice. After Contractor has completed all of the Work in accordance with the Contract Documents, Contractor shall notify the City in writing. When the City is satisfied Contractor has completed the Work in accordance with the Contract Documents, the City shall notify Contractor of final acceptance of the Work by issuance of an “**Owner’s Certificate of Acceptance**” in such form determined by the City. Upon receipt of the Owner’s Certificate of Acceptance, Contractor shall deliver to the City an invoice for the entire Contract Sum along with the following documents:

- A. An affidavit or final waiver of lien, in such form as the City may request, certifying payment of its Subcontractors, laborers, suppliers and materialmen;
- B. Releases and/or final waivers of the Subcontractors or materialmen of Contractor of liens arising out of or in connection with performance of the Work as the City may request; and
- C. A release by Contractor of all claims against the City arising out of the Contract Documents and/or performance of the Work.

11.2. Payment of Final Invoice. The City shall pay the Contract Sum to Contractor within thirty (30) days after the City’s receipt of the final invoice and all of the items listed in Section 11.1, all to the reasonable satisfaction of the City. Neither final payment nor issuance of the Owner’s Certificate of Acceptance shall affect or impair the City’s rights with respect to any defect in or nonconforming Work or any other breach or right or remedy under the Contract Documents.

11.3. Inspections. Prior to making the final payment required, the City (individually or through its engineer or other consultants) shall have the right, but not the obligation, to conduct inspections of the Work to determine the level of completion of the Work, the quality thereof and the compliance of the Work with the Contract Documents and all applicable codes, ordinances, regulations or other Legal Requirements. Should the City elect to retain a consultant for such inspections, such consultant shall have the authority, in the consultant’s sole discretion, to reject all nonconforming Work and to make recommendations to the City regarding issuance or non-issuance of the Owner’s Certificate of Acceptance.

11.4. Withholding Payments. Payments may be withheld by the City for any of the following reasons:

- A. Contractor fails to correct defective or non-conforming Work;
- B. Claims or liens have been filed or threatened;
- C. Contractor has failed to make timely and adequate payments to Subcontractors or others;
- D. Contractor has failed to carry out the Work in accordance with this Agreement;
- E. The City acquired forced placed insurance on behalf of Contractor in accordance with Section 15.2;
- F. Any cost or expense incurred by the City to cancel or discharge one or more liens as provided in Section 12;
- G. All damages the City has suffered under this Agreement as provided for in Section

17.6; and

H. The amount, if any, by which the costs incurred by the City to complete the Work exceed the balance of the Contract Sum at the time of termination, and any other losses incurred as a result of Contractor's default, as provided for in Section 17.9.

11.5. No Representation. Any payment made by the City to Contractor shall not thereby be deemed to represent that the City has made an exhaustive or continuous on-Site inspection to check the quality or quantity of the Work, or that the City has reviewed the means, methods, techniques, sequences, or procedures used to perform the Work, or that the City has made an examination to ascertain the purposes for which Contractor has used the monies previously paid to Contractor, if any, pursuant to the Agreement. No payment by the City shall constitute an acceptance of any Work that is defective or otherwise not in accordance with this Agreement.

Section 12. No Liens. Contractor agrees that any monies it shall receive in payment for Work performed under this Agreement, other than the portion of such payments being a part of Contractor's fee for services rendered under this Agreement and remaining after payment in full of all expenses associated with the Work, shall be received in trust and used to discharge its financial obligations with respect to such Work. Contractor further agrees that it will not file or cause to be filed any mechanic's lien for labor performed or to be performed unless first agreed to in writing by the City. Contractor further agrees that if any Subcontractor holding a subcontract from it or any materialman supplying materials to it or anyone claiming by or through it or any such Subcontractor or materialman shall file or cause to be filed any lien, Contractor will, upon notice from the City, cause such lien to be canceled and discharged within 15 calendar days from such notice; and in the event of Contractor's failure to do so, the City shall have the right to cause such lien to be canceled and discharged, and in that event any expense so incurred by the City, including the premiums upon any bond furnished for such cancellation and discharge and reasonable attorneys' fees and disbursements, shall be paid by Contractor, or at the option of the City, shall be deducted from any payment then due or thereafter becoming due from the City to Contractor.

Section 13. Environmental Matters.

13.1. Notification of Presence of Hazardous Materials. The City has advised Contractor that the City has obtained a Phase I Environmental Site Assessment on the Property, which was available to Contractor for inspection and review prior to submission of bids for the Project. The City is unaware of the presence of any Hazardous Materials on the Property. Contractor has represented to the City that it has experience in handling Hazardous Materials, has inspected the Site for the presence of Hazardous Materials and has included the cost of remediation and disposal of such Hazardous Materials, if any, in the Contract Sum.

13.2. Release Reporting.

A. Immediate Reporting Requirements. Contractor shall immediately report a release to all appropriate agencies and to the City in the event a release occurs during the performance of the Work that requires immediate reporting to one or more federal, state or local agencies pursuant to applicable law including but not limited to the Emergency Planning and Community Right-To-Know Act of 1986, CERCLA, the Clean Water Act and the Oil Pollution Act of 1990. The term, "immediate reporting" shall mean those instances where reporting is required within 15 minutes of the incident such that it is not practical to contact the City prior to making such report.

B. Other Reporting Requirements. Except for releases subject to Subsection 13.2.A

above, Contractor shall promptly advise the City in writing of any condition which it reasonably believes requires reporting, the appropriate agencies that should receive reports and the time period in which reports should be provided. The City shall be responsible for making all such reports unless otherwise agreed in writing. Contractor shall assist the City in preparing such reports at the request of the City.

C. Contractor Reporting Requirements. In the event Contractor is specifically required by applicable federal, state or local laws, regulations or ordinances to independently report any release to any appropriate agency, Contractor shall advise the City in writing of such requirement and shall provide copies of all such intended reports to the City prior to making such reports. Contractor shall use its best efforts to coordinate any reports it is independently required to make with the City.

13.3. Process and Compliance. In addition to other provisions of this Agreement, Contractor shall provide all engineering methods and follow all work practices required to meet the exposure limits as required by OSHA Standards at 29 C.F.R. §§ 1910.1001 and to prevent emissions of particulate asbestos material to the outside air as required by EPA Regulation 40 C.F.R. Part 61, Subpart M (the “Asbestos Regulations”). Prior to the start of work, Contractor shall provide the City with a copy of Contractor’s asbestos removal procedure. Contractor shall provide employees with training on Contractor’s asbestos removal procedures and Contractor shall so indicate in writing to the City, immediately, any deviation from these procedures. Contractor, when required by EPA Regulations, shall provide the EPA regional administrator with written notice of intention to remove asbestos and this notice shall include all EPA required information. This written notice shall be sent by certified mail, return receipt requested. The City shall be given a copy of this written notice and a copy of the EPA returned receipt prior to the start of any necessary asbestos removal. Contractor shall also provide all notices, plans, and other documents as required under the Asbestos Regulations and shall provide the City with a copy of all such notices. Contractor shall provide the City with copies of all truck asbestos hauling permits, dumping receipts, monitoring test results, and any and all documentation as may be required by the Asbestos Regulations. If necessary for performing such removal, prior to the start of work, Contractor shall provide the City with the names and social security numbers of all asbestos removal employees and a certification that employees are physically able to use respirators without any danger to their health and further certifying that they have received all of the required training and medical examinations. Contractor shall maintain a current daily log of personnel entering the sealed asbestos removal work area and copy the City daily. Contractor shall provide all personal protective equipment, as required by OSHA Standards 29 C.F.R. §§ 1910.1001, for its employees. Contractor’s Asbestos Removal Procedure shall include an established respirator program which shall provide training in the use of, and testing for proper face fit of, any respirator for all asbestos removal employees as required by OSHA Standard 29 C.F.R. §§ 1910.1001 and the American National Standards Institute “Practices For Respirator Protection,” ANSI Z88.2-2015 and the “American National Standard for Respiratory Protection – Respirator Use – Physical Qualifications for Personnel,” ANSI Z88.6-2006. Contractor shall provide all personal protective equipment to the City’s personnel or any state or other Governmental Authority who may be required to inspect the work. Contractor shall provide or make available at its cost, medical examinations relative to exposure to asbestos as required by OSHA Standards 29 C.F.R. §§ 1910.1001. Contractor shall provide for all personal and environmental monitoring by a qualified person or an Industrial hygienist using the OSHA Standards 29 C.F.R. §§ 1910.1001 methods with the samples tested by a Laboratory accredited by qualified agencies. Contractor shall retain all Project records as required by OSHA Standards 29 C.F.R. §§ 1910.1001 for a period of 20 years or longer as may be required by State or local regulations.

Section 14. Indemnification.

14.1. Indemnification. To the fullest extent permitted by applicable law, Contractor shall defend,

indemnify and hold harmless the City and its officers, officials, employees or agents (collectively, the “**Owner Indemnified Persons**”, and each, individually, an “**Owner Indemnified Person**” from and against:

A. All claims, damages, losses and expenses, including attorneys’ and consultants’ fees, arising out of the failure, in whole or in part, directly or indirectly, of Contractor, any Subcontractor, any material or equipment supplier, or anyone directly or indirectly employed by them and all other persons for whom Contractor may be legally liable (collectively, the “**Contractor-Related Persons**”, each, individually, a “**Contractor-Related Person**”) to comply with Applicable Environmental Laws; Contractor’s advising or instructing the City in contravention of Applicable Environmental Laws; or the release or disturbance of Hazardous Materials by any Contractor-Related Person. Contractor hereby agrees to indemnify, defend and hold all Owner Indemnified Persons harmless from and against any and all costs, penalties, fines, remediation expenses, accountants’, experts’ and attorneys’ fees and costs of litigation in the event of any allegation of improper disposal of Hazardous Materials by any Contractor-Related Person in connection with this Agreement. This Section 14.1.A is intended to indemnify Owner Indemnified Persons from liability even in the event of any Owner Indemnified Person’s contributory or concurrent negligence or strict liability;

B. All claims, damages, losses, expenses, liabilities and judgments which may be made, asserted or entered against the City or any other Owner Indemnified Person (including attorneys’, consultants’ and experts’ fees), which arise from, are incident to, grow out of or are connected with bodily injuries to any person, (including Contractor-Related Persons), or damage to any property, caused in whole or in part by Contractor or any other Contractor-Related Person (except to the extent caused by the sole negligence of any Owner Indemnified Person). Contractor hereby waives any immunity provided for by the applicable workers compensation laws so that this indemnity may be enforced against Contractor for any action brought against any Owner Indemnified Person by any employee or alleged employee of Contractor;

C. Any claims, damages, losses, expenses, liabilities and judgments which may be made, asserted or entered into against any Owner Indemnified Person based upon or arising from any actual or claimed infringement of patents, trademarks, service marks, trade secrets, mask work rights, or copyrights with respect to any process, product, equipment or apparatus, goods or materials supplied by Contractor or any other Contractor-Related Person in connection with any of their performance hereunder or the Work (except to the extent such infringement arises solely and directly out of Contractor’s compliance with the City’s written specifications for such item of equipment or material); and

D. Any and all liability imposed by reason of Contractor’s or any other Contractor-Related Person’s actual or asserted violation of laws, regulations, ordinances, or other rules of government or any quasi-governmental body or agency, including but not limited to, actual or alleged failure to pay taxes or other governmental fees or charges.

14.2. Deduction from Payments to Contractor. Any loss or damage incurred by the City in connection with the foregoing may be deducted from compensation then due or to become due to Contractor hereunder, which deduction shall be in addition to any other remedies that the City may have hereunder.

14.3. Survival. The Indemnities in this Section 14 shall survive the completion of the Work or the earlier termination of this Agreement.

14.4. Notification. Contractor shall promptly advise the City in writing of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and Contractor, at its own expense, shall assume on behalf of the Owner-Related Persons, and conduct with due diligence and in good faith the defense thereof with counsel satisfactory to the Owner-Related Persons; provided, however, that the Owner-Related Persons shall have the right, at their option, to be represented therein by advisory counsel of their own selection and at their own expense. In the event of failure by Contractor to fully perform in accordance with this Section 14.4, the Owner-Related Persons, each at its option, and without relieving Contractor of its obligations hereunder, may so perform, but all costs and expenses so incurred by the Owner-Related Persons in that event shall be reimbursed by Contractor, together with interest on the same from the date any such expense was paid by the Owner-Related Persons until reimbursed by Contractor, at the highest lawful rate of interest allowed under applicable usury law (or if no maximum rate is applicable, at the rate of 18% per annum). This indemnification shall not be limited to damages, compensation or benefits payable under insurance policies, workers compensation acts, disability benefit acts or other employees' benefit acts.

14.5. Modified to Comply with Law. It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under this Section, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.

Section 15. Insurance.

15.1. General and Specifications Exhibit. Attached hereto as Exhibit "D" are specifications for insurance and bonds to be obtained and maintained by Contractor and insurance to be obtained and maintained by Subcontractors. The specifications are in addition to the requirements set out in this Section 15. In the event of any conflict between the specification in Exhibit "D" and the requirements set out in the below sections of this Section 15, the specifications in Exhibit "D" control and amend and supersede the conflicting requirement set out in the below sections of Section 15. Contractor will maintain certificates and evidence of insurance from all Subcontractors, enumerating, among other information, the waivers of subrogation in favor of and additional insured status of the Owner Indemnified Persons, as required by the Contract Documents. Contractor will make such certificates and evidence of insurance available to Owner Indemnified Persons prior to commencement of the Work and thereafter upon request. The coverages and limits set forth in Exhibit "D" are minimum requirements and not a determination as to all of the coverages and maximum limits that Contractor should carry. The failure of the City to demand full compliance by Contractor or any Subcontractor with respect to the minimum coverages outlined in Exhibit "D" will not constitute a waiver with respect to Contractor's or the Subcontractors' obligation to maintain such coverages. Contractor hereby indemnifies the City and all Owner Indemnified Persons against any claims arising from Contractor's or any Subcontractor of any tier's failure to purchase and/or maintain the insurance coverages required by this Agreement.

15.2. Forced Placed Insurance. In the event of any failure by Contractor to comply with the provisions of this Section, the City may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to Contractor, purchase such insurance, at Contractor's expense, provided that the City shall have no obligation to do so and if the City shall do so, Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

15.3. Contractor's Liability Insurance. Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Missouri such insurance as expressly required by the insurance requirements in the Contract Documents and as will protect Contractor

from claims set forth below which may arise out of or result from Contractor's operations and completed operations under the Agreement and for which Contractor may be legally liable, whether such operations be by Contractor or by a Subcontractor of any tier or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- A. Claims under workers compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- B. Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
- C. Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
- D. Claims for damages insured by usual personal injury liability coverage;
- E. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- F. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- G. Claims for bodily injury or property damage arising out of completed operations;
- H. Claims involving contractual liability insurance applicable to Contractor's obligations under Section 14; and
- I. Pollution liability.

15.4. Limits, Occurrence and Claims-Made Basis. The insurance required by this Section 15 and Exhibit "D" shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to Contractor's completed operations coverage, until the expiration of five years from final completion. Notwithstanding the foregoing, such coverage required hereunder shall not be written on a claims-made basis without the advance express written consent of the City, which consent may be withheld or denied in the City's sole discretion, and if consent is not obtained then the insurance is to be written on an occurrence basis. No deductible or self-insured retention in excess of \$10,000.00 is permitted without the prior written approval of the City. No policy may include an endorsement restricting, limiting or excluding coverage in any manner without the prior written approval of the City.

15.5. Policies and Certificates of Insurance. Certificates of insurance acceptable to the City shall be filed with the City prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. The insurance policies required by this Section 15 and Exhibit "D" shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the City. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with Contractor's final invoice and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 15.4. Information concerning reduction of coverage on account of revised limits or claims paid under the general aggregate, or both, shall be furnished by Contractor with reasonable

promptness. Prior to commencement of Work and thereafter as requested by the City, Contractor shall provide the City with a certified true and correct copy of the insurance of Contractor's and such of the Subcontractors of any tier requested by the City. When any required insurance, due to the attainment of a normal expiration date or renewal date shall expire, Contractor shall supply the City with certificates of insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as was provided by the previous policy. In the event any renewal or replacement policy, for whatever reason obtain or required, is written by a carrier other than that with whom the coverage was previously placed, or the subsequent policy differs in any way from the previous policy, Contractor shall also furnish the City with a certified copy of the renewal or replacement policy unless the City provides Contractor with prior written consent to submit only a Certificate of Insurance for any such policy. All renewal and replacement policies shall be in form and substance satisfactory to the City and written by carrier acceptable to the City.

15.6. Endorsements. Contractor shall cause the commercial liability, auto and umbrella liability coverage required by the Contract Documents to include (1) the City and the City's officers and officials as additional insureds for claims caused in whole or in part by Contractor's acts or omissions during Contractor's operations; and (2) the City and the City's officers and officials as additional insured for claims caused in whole or in part by Contractor's acts or omissions during Contractor's completed operations. All such liability policies carried and maintained by Contractor must be endorsed to be primary to any liability insurance policies carried by the additional insureds with respect to Contractor's operations hereunder. Waivers of subrogation shall be provided in favor of the additional insureds on general, auto, workers compensation/employers, umbrella, pollution and all other liability policies carried and maintained by Contractor.

15.7. Bonds. The City shall have the right to require Contractor to furnish bonds covering faithful performance of the Agreement and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Agreement. The payment bond shall be in the statutorily required amount and form and issued by an issuer acceptable to the City. The payment bond shall not be on an AIA bond form. Any person, firm or corporation executing a performance or payment bond upon Contractor's Work under the Contract Documents, shall be deemed to have consented in advance to any changes in the Work made by order of the City; any such changes shall in no way alter or impair the obligations of such person, firm or corporation executing such a bond. The amount of the bonds shall be written to increase with Change Orders. Contractor shall obtain and file with the City bonds for any increases in the Contract Sum as may be necessary to effectuate coverage for increases in the Contract Sum. Issuer must be at least a Best's Key Rating Guide A/VII company and listed on the United States Department of the Treasury's List of Acceptable Sureties and Reinsurers, Treasury Department Circular 570. The Contractor shall keep the surety informed of the progress of the Work, and, where necessary, obtain the Surety's consent to and waiver of (1) notice of changes in the Work; (2) request for reduction of release of retention; (3) request for final payment; and (4) any other material required by the surety. The City may, in the City's sole discretion, inform the Surety of the progress of the Work and obtain consents as necessary to protect the City's rights, interest, privileges, and benefits under and pursuant to any bond issued in connection with the Work. A copy of the suggested Performance Bond is attached hereto as Exhibit "H" and a copy of the suggested Payment Bond is attached hereto as Exhibit "G".

15.8. Property Insurance. The risk of loss to the improvements is to be borne by Contractor and Contractor waives and releases any claims on the City's property insurance.

Section 16. Compliance with Law.

16.1. Covenant. Contractor agrees that it shall comply with, and shall cause all Subcontractors,

consultants, and engineers retained by Contractor to comply with all requirements of applicable law, including, without limitation, (1) any code or ordinances of the municipality where the Project site is located; (2) the requirements of the local board of insurance underwriters; (3) the provisions of any permits for the Work; (4) OSHA rules and regulations; and (5) all Applicable Environmental Laws and Legal Requirements.

16.2. Changes in Laws. If after the date of this Agreement there is a change in the laws applicable to the Work (including a change in any official interpretation thereof issued by a court or regulatory agency) that necessitates some modification to the performance of any Work under this Agreement, and Contractor neither had knowledge nor could reasonably have been expected to have knowledge of such change prior to the date of this Agreement, Contractor shall prepare a proposed Change Order including the modifications required by such change in law and, upon acceptance by the City, the Contract Sum shall be amended accordingly. No adjustment in the Contract Sum shall be made in the event of any change in law that Contractor knew of or could reasonably be expected to have knowledge of as of the date of this Agreement.

Section 17. Termination or Suspension

17.1. Termination for Convenience. The City may terminate this Agreement or any portion of the Work at any time, with or without cause, by five (5) days' prior written notice to Contractor provided, however, that the City shall compensate Contractor for the verifiable direct cost of all Work properly performed and profit earned prior to Contractor's receipt of notice and all of Contractor's reasonable, verifiable direct costs and expenses incurred in demobilizing following any such termination. Under no circumstances is Contractor entitled to reimbursement for any lost profits, lost opportunity costs, productivity losses, lost efficiencies or any other direct, indirect or consequential damage or cost occasioned by the City's termination for convenience.

17.2. Suspension for Convenience. The City may suspend performance of all or any portion of the Work at any time, with or without cause, by ten (10) days' prior written notice to Contractor provided, however, that as Contractor's sole and exclusive remedy with respect thereto, Contractor shall be entitled to a Change Order in accordance with 9.4. During any such suspension, Contractor shall protect and secure the Work in such manner as the City may require at the City's expense, if such suspension is for convenience. Unless the City otherwise directs, Contractor shall, at the City's expense, if such suspension is for convenience, maintain its readiness on or near the Site to proceed with the Work upon the City's further instructions. Contractor shall use its best efforts to use its material, labor and equipment in a manner that will mitigate costs associated with such a suspension. Following a suspension, the City may at any time give Contractor notice to continue with the suspended Work.

17.3. Events of Default. Each of the following circumstances or events shall constitute an "Event of Default" by the Party specified at the beginning of each sub-clause below:

A. By either Party, if: a proceeding is instituted against the Party seeking to adjudicate it as bankrupt or insolvent and such proceeding is not dismissed within 60 days of filing; the Party makes a general assignment for the benefit of its creditors; a receiver is appointed on account of the insolvency of the Party; the Party files a petition seeking to take advantage of any other applicable laws relating to bankruptcy, insolvency, reorganization, winding up or composition or readjustment of debts; or the Party is unable to pay its debts when due or as they mature;

B. By the City, if the City fails to pay any undisputed amount and such failure continues unremedied for more than thirty (30) days after first written notice thereof by Contractor;

C. By Contractor, if Contractor fails to perform any material obligation under this Agreement and such failure continues and/or has not been remedied, and/or the effects of such failure have not been remedied, in each case for more than fifteen (15) days after first written notice thereof by the City;

D. By Contractor, if Contractor fails to fully complete the Project within ten (10) days or more beyond the Completion Date;

E. By Contractor, if Contractor abandons performance of the Work and such abandonment is not cured within seven (7) days after first written notice thereof by the City;

F. By Contractor, if any Contractor-Related Person is in breach of any Applicable Environmental Laws and such breach is not cured within seven (7) days after first written notice thereof by the City; and

G. By Contractor, if Contractor fails to obtain or maintain, in full force and effect, any insurance or permit required to be obtained by Contractor or its Subcontractors pursuant to this Agreement and such failure is not cured within seven (7) days after notice thereof.

17.4. Notice of Default. Any notice of default pursuant to Section 17.3 shall be given in accordance with Section 18.1.

17.5. Termination for Default. Upon an Event of Default by a Party, the other Party may by written notice to the defaulting Party, effective immediately or on such other date as the terminating Party may specify, terminate this Agreement, and (except as expressly limited in this Agreement) exercise all other remedies under the Agreement, at law or in equity with respect to such termination and the relevant Event of Default.

17.6. City's Right of Set Off. The City may, at its sole discretion, set off damages the City has suffered under this Agreement against any amounts that may be due to Contractor by the City under this Agreement.

17.7. General Obligations. If the City elects to terminate this Agreement pursuant to this Section 17, Contractor shall, at the City's request and at Contractor's expense, do the following:

A. Cease all Work, except such Work as the City may specify in the termination notice for the sole purpose of protecting that part of the Work already executed;

B. Terminate all subcontracts; except those to be assigned to the City pursuant to Section 17.7.C;

C. Immediately assign to the City title to all Work not already owned by Company, all subcontracts and other contracts, all permits, licenses, authorizations, approvals, patents and other Contractor required authorizations; and

D. Remove from the Site all machinery, tools, Hazardous Materials, trash and debris as the City may request.

17.8. Payment Obligations. If the City terminates this Agreement as a result of an Event of Default with respect to Contractor pursuant to Section 17.5, the City is not obligated to make any further payments to Contractor until either (i) the Work that remained outstanding on the date of termination (the

“**Outstanding Work**”) has been completed by or on behalf of the City, or (ii) the City has decided to abandon the Project. Upon completion of the Outstanding Work or abandonment of the Project (as the case may be), the City shall pay Contractor the portion of the Contract Sum applicable to all Work properly performed in accordance with this Agreement, subject to Company’s right of set-off under Section 17.9.

17.9. City Set Off Rights; Reimbursement by Contractor. The City shall have the right to deduct from the payment due to Contractor pursuant to Section 17.8 the amount, if any, by which the costs incurred by the City to complete the Work exceed the balance of the Contract Sum at the time of termination, and any other losses incurred as a result of Contractor’s default. Under no circumstances is Contractor entitled to reimbursement for any lost profits, lost opportunity costs, productivity losses, lost efficiencies or any other direct, indirect or consequential damage or cost occasioned by Company’s termination in accordance with Section 17.5 as a result of Contractor’s Event of Default.

Section 18. Notices.

18.1. Method. Any notice to be given by either Party to this Agreement shall be given in writing and may be effected by personal delivery e-mail or sent by United States Mail, postage prepaid, addressed as follows:

If to the City:

City of North Kansas City, Missouri
Attn: City Administrator
2010 Howell
North Kansas City, Missouri 64116
(816) 274-6000
knakahodo@nkc.org

with a copy to:

City Counselor
2010 Howell
North Kansas City, Missouri 64116
(816) 274-6009
tebarzee@nkc.org

If to Contractor:

AD Demolition & Recycling LLC, dba Dehn Demolition
Attn: Steven H. Short
4016 S. Lynn Ct Dr Ste A
Independence, MO 64055
Telephone: 816-701-6450
E-mail: 978-367-9555

18.2. Effective Date. Any notice sent in compliance with the requirements of this Section 18 shall be deemed received on the earlier to occur of (i) the date such notice is received by the party or parties to whom such notice is addressed; (ii) three days following the date such notice is deposited in a United States Post Office or other official depository of the United States mail; or (iii) if such notice is sent via e-mail, upon receipt if received during recipient’s normal business hours or at the beginning of the recipient’s next business day after receipt if not received during the recipient’s normal business hours.

Section 19. Miscellaneous.

19.1. Entire Agreement. This Agreement, including the Exhibits, contains the entire Agreement between the City and Contractor pertaining to the transaction contemplated by this Agreement and fully supersedes all prior Agreements and understandings between the City and Contractor pertaining to such transaction.

19.2. Conflicts. In the event there is any conflict among this Agreement and the Demolition Plan, the provisions of this Agreement shall be controlling, and in the event any Demolition Plan, specifications, working drawings or similar project documents are not specific, the better quality or better quantity of work or materials shall be taken to be that specified under this Agreement. Without in any way limiting the foregoing, Contractor covenants and agrees that the quality of workmanship and the quality of materials to be furnished under this Agreement shall be at least as good as the quality of workmanship and materials commonly used in projects for the City or other major industrial companies in the vicinity of the site of the Work.

19.3. Attorneys' Fees. In the event of any controversy, claim or dispute between the City and Contractor affecting or relating to the subject matter or performance of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of the prevailing party's reasonable expenses, including, without limitation, attorneys' fees, accountants' fees and court costs.

19.4. Binding Effect. This Agreement shall not be binding upon either the City or Contractor unless and until both the City and Contractor have executed this Agreement or any counterpart hereof.

19.5. No Third Party Beneficiary. The provisions of this Agreement and of any other documents to be executed and delivered in connection with the Project are and will be for the benefit of the City and Contractor only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of any other documents to be executed and delivered in connection with the Project.

19.6. No Assignment by Contractor. Contractor shall not sublet, assign, or transfer this Agreement or any part thereof or any interest therein or contract any part of the Work called for by this Agreement or permit the further subcontracting of any part thereof without prior written notice to the City and without first obtaining the written consent of the City thereto. The Contractor shall not subcontract any portion of the Work to any proposed Subcontractor to whom the City has objection. Every such subcontract shall require the Subcontractor to be bound by and to comply with all the Contract Documents and Contractor shall cause its Subcontractors to comply with all the Contract Documents.

19.7. Rule of Construction. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement or any of the provisions thereof to be drafted or prepared. If any words or phrases shall have been stricken out or otherwise eliminated, whether or not other words or phrases have been added, this Agreement shall be construed as if the words or phrases so stricken out or otherwise eliminated were never included in this Agreement and no implication or inference shall be drawn from the fact that said words or phrases were so stricken out or otherwise eliminated. 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.

19.8. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri. Each of the parties hereby irrevocably submits to and accepts

the jurisdiction of any state or federal court sitting in the County of Clay, Missouri, and each of the parties hereby irrevocably agrees that any action may be heard and determined in such state or federal court.

19.9. Counterpart and Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be an original and all of which taken together shall constitute one and the same agreement. Signatures transmitted by facsimile or electronic mail (via pdf or other similar digital imaging method) shall constitute original signatures for purposes hereof.

19.10 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.

19.11 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. 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 on the Project, 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 "I" and submit it to the City.

19.12 Safety Training.

A. The Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the Project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by § 292.675, MO. REV. STAT.

B. The Contractor shall require its on-site employees to complete a construction safety program within sixty (60) days after the date work on the Project commences.

C. The Contractor acknowledges and agrees that any of the Contractor's employees found on the Project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the Project.

D. The Contractor shall require all of its subcontractors to comply with the requirements of this section and § 292.675, MO. REV. STAT.

E. An appropriate officer or representative of the Contractor shall complete and properly execute the Affidavit attached hereto, marked Exhibit "J" and submit it to the City.

19.13 Notice of Penalties for Failure to Provide Safety Training.

A. Pursuant to § 292.675, MO. REV. STAT., Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site

employee employed by Contractor or its subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Section 19.12 above.

B. The penalty described in subsection A of this Section 19.13 shall not begin to accrue until the time periods described in paragraphs B and C of Section 19.12 above have elapsed.

C. Violations of Section 19.12 above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

19.14 American Products Requirement. Any manufactured goods or commodities used or supplied in the performance of the Contract Documents or any subcontract thereto shall be manufactured or produced in the United States as required and in accordance with Section 34.353, MO. REV. STAT. This section shall not apply when:

A. The purchase, lease, or contract involves an expenditure of less than twenty-five thousand dollars;

B. Only one line of a particular good or product is manufactured or produced in the United States;

C. The specified products are not manufactured or produced in the United States in sufficient quantities to meet the City's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the City's requirements;

D. Obtaining the specified products manufactured or produced in the United States would increase the cost of the contract by more than ten percent.

If this section shall not apply because of the circumstance described in paragraphs C and D above, then the Contractor shall provide the City with the information necessary to make the certifications required under Section 34.353, MO. REV. STAT.

19.15 Anti-Discrimination Against Israel. If this Agreement is for \$100,000 or more, and if the Contractor is a company with ten (10) or more employees, then Contractor certifies that it, and any company affiliated with it, does not boycott Israel and will not boycott Israel during the term of this Agreement. In this paragraph, the terms "company" and "boycott Israel" shall have the meanings described in Section 34.600 of the Missouri Revised Statutes. An appropriate officer or representative of the Contractor shall complete and properly execute the Affidavit attached hereto, marked Exhibit "K" and submit it to the City.

19.16 Excessive Unemployment Law. The Contractor hereby agrees to comply with the provisions of Sections 290.550, *et seq.*, of the Revised Statutes of Missouri (hereinafter the "**Excessive Unemployment Law**" and incorporated herein by reference), when there is "a period of excessive unemployment" (as that term is defined under the Excessive Unemployment Law). This requirement includes, without limitation, the obligation to use only "Missouri laborers" and "laborers from nonrestrictive states" (as those terms are defined under the Excessive Unemployment Law) in constructing or building any public works project or improvement, except as may otherwise be allowed under the Excessive Unemployment Law.

19.17 Force Majeure. Notwithstanding any other provision of this Agreement to the Contrary, neither the City nor the Contractor, 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 demolition, 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).

IN WITNESS WHEREOF, the parties hereto have, through their duly authorized representatives, executed this Demolition Contract as of the date first above written.

(Signatures on following pages)

OWNER:

**CITY OF NORTH KANSAS CITY,
MISSOURI,**

a Missouri municipal corporation

By: _____
Bryant DeLong, Mayor

ATTEST:

Crystal Doss, *City Clerk*

CONTRACTOR:

AD Demolition & Recycling LLC, dba Dehn
Demolition

By: _____
Steven H. Short
Vice President

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY AND ALTA/ASCM SURVEY

[Former Guastello Property]

Tract 1:

All that part of the Southeast Quarter of the Southwest Quarter of Section 14, Township 50 North, Range 33 West, in North Kansas City, Clay County, Missouri, more particularly described as follows: Beginning at a point in the East line of Clay Street, which point is 30 feet North and 409.66 feet West of the Southeast corner of said Quarter Quarter Section; thence North along the East line of said Clay Street, 410 feet; thence East at right angles to the last described course, 130.56 feet to the point in the West line of a 17 foot strip of land condemned by the Chicago, Burlington and Quincy Railroad Company in Civil Action No. 2042 in the District Court of the United States of the Western Division of the Western District of the State of Missouri, said strip being the National Bellas Hess lead tract right-of-way in the Decree rendered June 28, 1946, in said suit; thence South along the West line of said 17 foot strip, 410.39 feet to a point in the North line of 16th Avenue, said point being 30 feet North of the South line of said Quarter Quarter Section; thence West along the North line of said 16th Avenue, 129.16 feet to the point of beginning, Except part in E 16th Ave.

Tract 2:

All of the South 65 feet of the following described tract of land: All that part of the Southeast Quarter of the Southwest Quarter of Section 14, Township 50, Range 33, in North Kansas City, Clay County, Missouri, described as follows: Beginning at a point in the East line of Clay Street, 410 feet North of the North line of 16th Avenue, said point being the Northwest corner of a tract of land conveyed to General Electric Company by Deed recorded June 14, 1948 as Document No. A-10201 in Book 419 at Page 621; thence East along the North line of said General Electric Tract, 130.56 feet (deed) 130.99 feet (measured) to a point in the West line of a 17-foot strip of land condemned for switch tract purposes by the Chicago, Burlington & Quincy Railroad Company in Civil Action No. 2042 in the District Court of the United States for the Western Division of the Western District of Missouri, being the strip designated "National Bellas-Hess Lead Off Burlington Avenue Lead" in the Decree rendered June 28, 1946, in said suit; thence Northerly along the West line of said 17-foot strip, 246.57 feet, more or less (deed), 247.19 feet (measured) to a point in the South line of the second tract conveyed to Real Estate Investment Company by Deed dated January 18, 1944 and recorded in Book 366 at Page 59; thence West along the South line of said tract, 118.91 feet, more or less (deed) 111.39 feet (measured) to a point in the Northerly extension of the East line of Clay Street; thence South along said extension and along the East line of Clay Street, 245.95 feet, more or less to the point of beginning.

Tract 3:

The easement estate for Ingress and Egress, created by the Deed recorded December 1, 1982 as Document No. E-46994 in Book 1479 at Page 406, covering the Land described as follows: All of the South 44.52 feet of the following described tract of land: All that part of the Southeast

Quarter of the Southwest Quarter of Section 14, Township 50, Range 33, in North Kansas City, Clay County, Missouri, described as follows: Beginning at a point 460.48 feet North of a point 459.56 feet (deed) 460.31 feet (measured) West of the Southeast corner of the Southwest Quarter of Section 14, said point being the Northwest corner of a strip of land, known as Clay Street as dedicated to public use by Deed recorded as Document No. A-21748 in Book 446 at Page 329; thence North along the extension of the West line of said strip and along a line parallel with and 364 feet East of the East line of Burlington Avenue, 390.72 feet to a point in the South line of 18th Avenue; thence East along said South line of 18th Avenue, 50 feet more or less to a point, 362.51 feet West of the West line of Swift Street; thence South 150 feet to a point 362 feet West of the West line of Swift Street; thence South 15.23 feet to a point 362 feet West of the West line of Swift Street; thence continuing South along the Northerly extension of the East line of Clay Street as dedicated by said Deed recorded in Book 446 at Page 329 to the Northeast corner of the strip so dedicated said corner being 460.48 feet North of a point 409.66 feet (deed) 410.31 feet (measured) West of the Southeast corner of said Section 14; thence West 50 feet to the point of beginning, Excepting the North 290.72 feet of said described tract.

EXHIBIT “B”

INVITATION FOR BID

[See Invitation of Bid on following pages].



Public Works Department
2010 Howell Street
North Kansas City, Missouri 64116
Telephone: (816) 274-6004

ADVERTISEMENT FOR BIDS

Sealed Bids for: DEMOLITION OF BUILDING AND OTHER IMPROVEMENTS LOCATED GENERALLY AT 200 EAST 16TH AVENUE in North Kansas City, Missouri

will be received by the City of North Kansas City, Missouri (the “City”), at the Office of City Clerk, City Hall, 2010 Howell, North Kansas City, Missouri 64116, until **2:00 p.m., CDT, Tuesday, August 24, 2021**, and then immediately opened and publicly read aloud in the City Council Chambers, City Hall, 2010 Howell, North Kansas City, Missouri 64116.

The Demolition Plan, specifications and other related contract information may be obtained at KC BLUEPRINT AND PLANROOM, 29 W. 14th Avenue, Suite 1, North Kansas City, Missouri 64116, or by calling (816) 527-0900 or at www.kcblueprint.com or by email at plottingnkc@kcblueprint.com. Electronic bid sets are available at no cost and may be printed as desired by the plan holders. No paper copies will be issued. If paper copies are desired, it is the responsibility of the user to print the files or have them printed.

A **pre-bid meeting** will be held at 2:00 p.m., CDT, on Wednesday, August 11, 2021, at the site of the demolition project (200 E. 16th Avenue, North Kansas City, Missouri). All interested bidders are strongly encouraged to attend this meeting.

Questions regarding the scope of work should be directed to Anthony Sands, Public Works Department, City of North Kansas City, asands@nkc.org.

Information regarding bid results will be available the day following the bid opening by calling (816) 274-6000 (City Clerk).

The City reserves the right to waive informalities in bids and to reject any and all bids.

Individuals with special needs as addressed by the Americans with Disabilities Act may contact the City Clerk at (816) 274-6000 at least 24 hours in advance of any meeting.

ADVERTISEMENT DATE: August 3, 2021.

EXHIBIT “C”

PROPOSAL (BID FOR LUMP SUM CONTRACT)

[See Proposal from Contractor on following pages]

BID FOR LUMP SUM CONTRACT

Date: 9/30/2021

BID OF AD Demolition & Recycling LLC dba. Dehn Demolition

(hereinafter called "**Bidder**") a corporation* organized and existing under laws of the State of Missouri

a partnership* consisting of _____,

an individual* trading as _____,

a joint venture* consisting of _____,
LLC

*Insert Corporation(s), partnership or individual, as applicable.

TO: CITY OF NORTH KANSAS CITY, MISSOURI
c/o Department of Public Works
2010 Howell
North Kansas City, MO 64116

- The Bidder, in compliance with the invitation for bids for demolition work in accordance with the plans and specifications prepared by Wilson & Company entitled "*Guastello Building Demolition Plan—200 E. 16th Avenue, North Kansas City, Missouri*", having examined the Contract Documents and the site of the proposed work, and being familiar with all the conditions pertaining to the demolition and site work of the proposed project, including the availability of materials, equipment and labor, hereby proposes to furnish all labor, equipment, machinery, tools, materials and supplies for demolition and site work for the project in accordance with the Contract Documents, within the time set forth herein at the prices stated below. These prices are to cover all expenses, including taxes not covered by the City of North Kansas City's tax exemption status, incurred in performing work required under the Contract Documents, of which this Bid is a part.

Bidder acknowledges receipt of the following addenda:

Addendum No. <u>01</u>	Dated <u>Unknown</u>
Addendum No. <u>02</u>	Dated <u>not dated</u>
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

- In the following Bid, the amount shall be shown in both words and figures. In case of discrepancy between the words and the figures, the words shall govern.

3. **BID PRICING:**

a. **BASE BID:**

The Bidder agrees to furnish all labor, materials, machinery, tools, and equipment required for the demolition of all buildings, solar panels, signs, lighting, poles, asphalt, concrete, slab, footings, basement, foundation, fencing and structures on the premises; the hauling and removal of all debris; the removal and filling of all sub-grade areas and foundations; and the restoration of the property to final grade, as specified and shown on the Demolition Plan; to perform and complete the Work known as the *Demolition of 200 E. 16th Avenue in North Kansas City Project*, all as detailed on the plans and described in the notes/specifications; and to comply with all terms, conditions and

requirements set out in the Contract Documents and described in these specifications for the sum of:
One Hundred Fifty Seven Thousand, Eight Hundred Seventy Five 00/100
DOLLARS (\$ 157,875.00)

4. **PROJECT COMPLETION:**

- a. **CONTRACT PERIOD**—The Contract period begins on the date the Contractor receives the Notice to Proceed from the Owner. Within five (5) business days after execution of the Contract by the Owner, the Contractor must provide to the City the signed Contract, Performance Bond, Payment Bond, Insurance Certificates and required affidavits. The Bidder agrees to complete the project within thirty (30) calendar days from the date the Contractor is required to commence demolition of the Improvements as defined in the Contract Documents.
- b. **COMMENCEMENT**—Contractor agrees to commence work on this Project within five (5) business days from the date the Owner provides to the Contractor written notice to proceed.
- c. **LIQUIDATED DAMAGES**—Contractor agrees to pay to, or allow the Owner as Liquidated Damages, the sum of Three Hundred Dollars (\$300.00) for each calendar day after the thirtieth (30th) calendar from the date the Contractor receives the Notice to Proceed from the City that the work remains incomplete. Contractor acknowledges and understands that this is a time sensitive project which requires that the Owner construct a parking lot on the property (and abutting property) for the site. Time is critical for completion of the demolition, which Contractor duly acknowledges and understands. Contractor states that it will complete the work within thirty (30) calendar days from the date the Contractor is required to commence demolition of the Improvements as defined in the Contract Documents.

5. **SUBCONTRACTOR LIST:**

Bidder hereby certifies that the following subcontractors will be used in performance of Work:

NOTE: Failure to list subcontractors for each category of work identified on this form or listing more than one subcontractor for any category of work without designating the portion of work performed by each may be grounds for rejection of bid. List name, city, and state of designated subcontractor, for each category of work listed in Bid for Lump Sum Contract. If work within a category will be performed by more than one subcontractor, Bidder shall provide name, city, and state of each subcontractor and specify exact portion of work to be performed by each. If Bidder intends to perform any designated subcontract work by using Bidder's own employees, then Bidder shall list their own name, city, and state. The Bidder may petition the Owner to change a listed subcontractor only within 72 hours of the bid opening.

WORK TO BE PERFORMED	SUBCONTRACTOR NAME	CITY	STATE
<u>Sewer & Water Disconnection</u>	<u>AGE Mechanical</u>	<u>Kansas City</u>	<u>MO</u>
<u>Erosion control / Seeding</u>	<u>Erosion Specialist</u>	<u>Riverside</u>	<u>MO</u>
Site Fencing	Kansas Fencing	Lenexa	KS
Asbestos Removal	Gerken Environmental	Springfield	MO

6. **BIDDER'S ACKNOWLEDGEMENTS**

- a. The Bidder declares that he has had an opportunity to examine the site of the work and he has examined the Contract Documents therefore; that he has carefully prepared his bid upon the basis thereof, that he has carefully examined and checked the bid, materials, equipment, and labor required thereunder, the cost thereof, and his figures therefor. Bidder hereby states that the amount, or amounts, set forth in the bid is, or are, correct and that no mistake or error has occurred in this bid or in Bidder's computations upon which this bid is based. Bidder agrees that he will make no claim for reformation, modifications, revisions, or correction of this bid after the scheduled closing time for the receipt of bids.
- b. Bidder agrees that the bid shall not be withdrawn for a period of ninety (90) days after the scheduled closing time for receipt of bids.
- c. Bidder understands that The City of North Kansas City, Missouri reserves the right to reject any or all bids and to waive any informalities in the bidding.
- d. Accompanying the bid is a bid bond or a certified cashier's check or irrevocable letter of credit payable without condition to "The City of North Kansas City, Missouri" which is an amount at least equal to five percent (5%) of the amount of the largest possible total bid herein submitted.
- e. Accompanying the bid is the Bidder's Statement of Qualifications. Failure of Bidder to submit the Bidder's Statement of Qualifications with the bid may cause the bid to be rejected. The Owner does not maintain Bidder's Statement of Qualifications on file.
- f. It is understood and agreed that bid security for the two (2) lowest and responsive Bidders will be retained until the Contract has been executed and an acceptable Performance Bond and Payment Bond have been furnished. It is understood and agreed that if the bid is accepted and the undersigned fails to execute the Contract and furnish acceptable Performance Bond and Payment Bond as required by the Contract Documents, accompanying bid security will be realized upon or retained by the Owner. Otherwise, the bid security will be returned to the undersigned.
- g. Bidder understands that the time period for completing this project is extremely time sensitive. If selected to be the contractor for this project/work, Bidder represents that he will promptly commence the work as outlined herein and in the Contract Documents.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

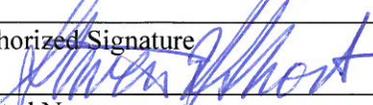
7. **BIDDER'S CERTIFICATE**

The Bidder hereby certifies:

- a. His Bid is genuine and is not made in interest of or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association or corporation.
- b. He has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.
- c. He has not solicited or induced any person, firm or corporation to refrain from bidding.
- d. He has not sought by collusion or otherwise to obtain for himself any advantage over any other bidder or over Owner.
- e. He will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin in connection with the performance of the work.

8. **BIDDER'S SIGNATURE**

Note: All signatures shall be original; not copies, photocopies, stamped, etc.

Authorized Signature 	Date 9/30/2021
Printed Name Steven H Short	Title Vice President
Company Name AD Demolition & Recycling LLC dba. Dehn Demolition	
Mailing Address 4016 S Lynn Ct Dr Ste A	
City, State, Zip Independence, MO 64055	
Phone No. 816 701 6150	Federal Employer ID No. 83-2777475
Fax No. 978-367-9555	E-Mail Address steve@dehndemolition.com
Circle one: Individual Partnership Corporation Joint Venture	
If a corporation, incorporated under the laws of the State of <u>Missouri</u>	
Licensed to do business in the State of Missouri? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	

(Each Bidder shall complete bid form by manually signing on the proper signature line above and supplying required information called for in connection with the signature. Information is necessary for proper preparation of the Contract, Performance Bond and Payment Bond. Each Bidder shall supply information called for in accompanying "Bidder's Statement of Qualifications.")

END OF PROPOSAL

EXHIBIT D

CONTRACTOR’S INSURANCE SPECIFICATIONS

Insurance	Minimum Limits	Other Requirements
Contractor’s Pollution Legal Liability Insurance	\$2,000,000 for each occurrence and \$4,000,000 aggregate	<p>1. <u>Scope.</u> Such insurance shall cover any environmental claims, liabilities, loss or damage to the Job Site, adjoining properties, third parties, including property damage, bodily injury, disease or disease and transporter liability and properties contaminated during transportation (“Claims”) caused by pollution conditions that arise from the operations of Contractor and its Subcontractors of every tier. Coverage shall include Claims arising out discharge, dispersal, seepage, migration, release or escape of Hazardous Materials, and cover clean-up costs. Coverage shall apply to sudden and non-sudden pollution conditions.</p> <p>2. <u>Defense Costs.</u> Defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, shall be provided outside of the limit of liability.</p> <p>3. <u>Notice.</u> Contain a provision for 30 days’ prior written notice by insurance carrier to Owner required for cancellation, non-renewal or substantial modification.</p> <p>4. <u>Waiver of Subrogation.</u> Include a waiver of subrogation by insurer as to Owner, and Owner’s officers and directors.</p> <p>5. <u>If Claims Made.</u> If coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effect date of the Contract, and that</p>

		<p>continuous coverage will be maintained on an extended discovery period will exercised for a period of 5 years beginning from the time that Work under this Contract is completed.</p> <p>6. Insureds. The policy shall be endorsed to include as an insured Owner, and Owner's officers and officials.</p>
Disposal Site Operator		<p>Contract is to furnish Owner evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this Contract.</p> <p>Coverage certified to Owner this paragraph must be maintained in minimum amounts of \$25,000,000 per loss.</p>
Worker's Compensation	Statutory Limits (if state has no statutory limit, \$1,000,000)	<p>1. Form. No "alternative" forms of coverage will be permitted.</p> <p>2. Waiver of Subrogation. Waiver of subrogation by carrier as to claims against Owner and Owner's officers and officials.</p> <p>3. Rating. Issuer must be at least a <i>Best's Key Rating Guide</i> A/VII company.</p>
Employer's Liability	<p>\$1,000,000 each accident forbodily injury by accident</p> <p>\$1,000,000 each employee forbodily injury by disease</p>	<p>1. Waiver of Subrogation. Waiver of subrogation by carrier as to claims against Owner and Owner's officers and directors.</p> <p>2. Rating. Issuer must be at least a <i>Best's Key Rating Guide</i> A/VII company.</p>
Commercial General Liability (Occurrence Basis)	<p>\$1,000,000 per occurrence</p> <p>\$2,000,000 general aggregate</p> <p>\$1,000,000 product-completed operations aggregate limit</p>	<p>1. Form. ISO form CG 00 01 or equivalent.</p> <p>2. Insured Contracts. Coverage shall apply to but not be limited to liability assumed by Contractor under the Construction Documents (including the tort liability of another assumed in a business contract).</p>

	<p>\$1,000,000 personal and advertising injury limit</p> <p>\$100,000 damage to premises rented to you limit</p> <p>\$10,000 medical expense limit</p>	<p>3. <u>Primary.</u> This insurance shall be endorsed to provide primary and non-contributing liability coverage. It is the specific intent of the parties to this Agreement that all insurance held by Owner shall be excess, secondary and non-contributory.</p> <p>4. <u>Separation of Insureds.</u> Separation of insured language will not be modified.</p> <p>5. <u>Dedicated Limits.</u> Aggregate limit of insurance (per project) endorsement ISO CG 25 03, or equivalent.</p> <p>6. <u>Contractual Liability— “Personal Injury”.</u> The contractual liability exclusion with respect to "personal injury" (as defined in ISO policies) will be deleted.</p> <p>7. <u>Defense.</u> Defense will be provided as an additional benefit and not included within the limit of liability.</p> <p>8. <u>Duration.</u> This insurance will be maintained in identical form, and amount, including required endorsements, for at least 4 years following the Date of Final Completion.</p> <p>9. <u>Additional Insureds.</u> Owner and Owner’s officers and officials will be listed as additional insureds on an ISO CG 20 26 or equivalent form of endorsement.</p> <p>10. <u>Waiver of Subrogation.</u> Endorsed to provide for carrier's waiver of subrogation for claims against Owner, its officials and employees, and Owner’s Engineer.</p>
--	--	--

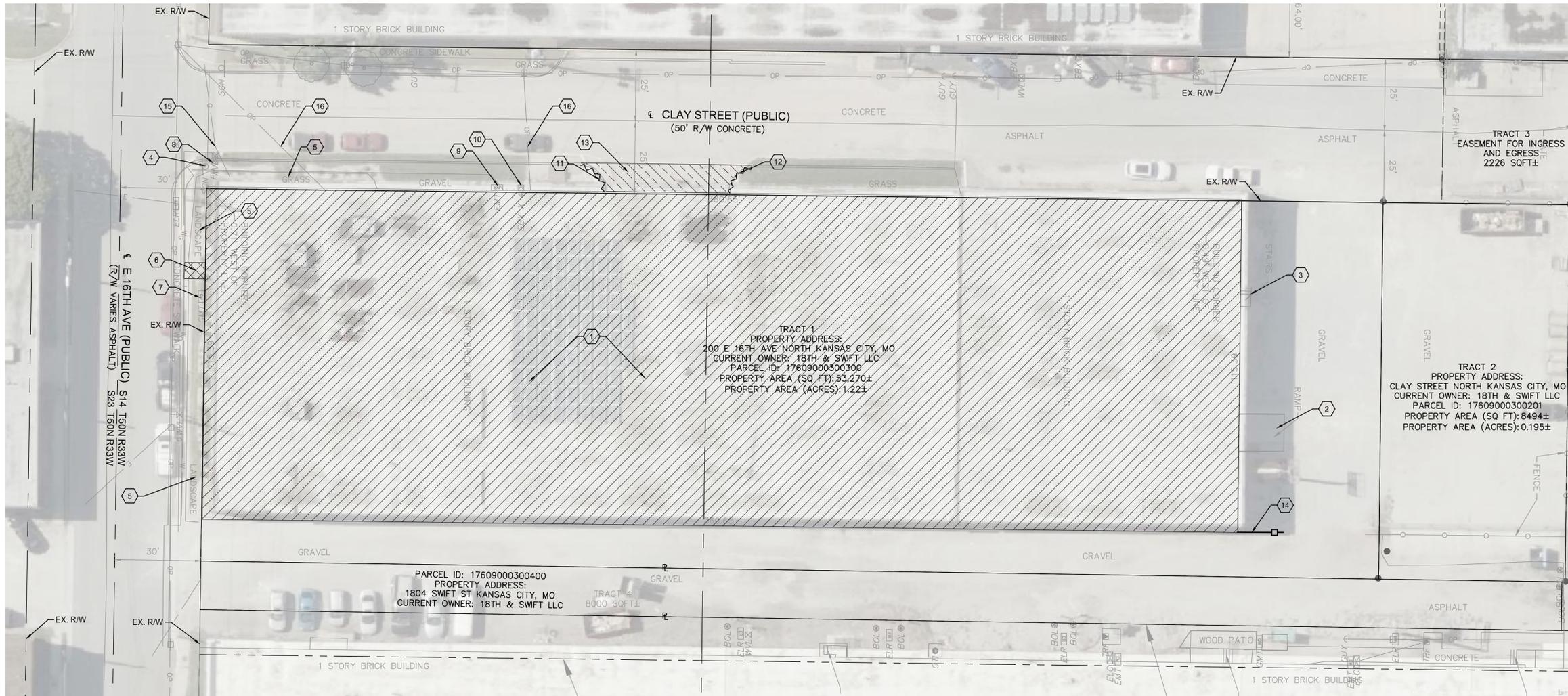
		<p>11. Rating. Issuer must be at least a <i>Best's Key Rating Guide</i> A/VII company.</p> <p>12. Prohibited Endorsements. The following exclusions/ limitations (or their equivalents) are not permitted:</p> <ul style="list-style-type: none"> (a) Contractual Liability Limitation, CG 21 39 or its equivalent. (b) Amendment of Insured Contract Definition, CG 24 26 or its equivalent. (c) Limitation of Coverage to Designated Premises or Project, CG 21 44. (d) Any endorsement modifying or deleting the exception to the Employer's Liability exclusion. (e) Any "Insured vs. Insured" exclusion. (f) Any type of punitive, exemplary or multiplied damages exclusion.
Business Automobile Liability (Occurrence Basis)	\$1,000,000 combined single limit	<p>1. Form. ISO form CA 00 01 or equivalent.</p> <p>2. Scope. Includes liability arising out of operation of owned, hired and non-owned vehicles.</p> <p>3. Rating. Issuer must be at least a <i>Best's Key Rating Guide</i> ANII company.</p>

<p>Umbrella Liability Insurance (Occurrence Basis)</p>	<p>\$3,000,000</p>	<p>1. Scope. Written on an umbrella basis in excess over and no less broad than the liability coverages referenced above.</p> <p>2. Coverage Dates. Inception and expiration dates will be the same as commercial general liability insurance.</p> <p>3. Drop Down Coverage. Coverage must “drop down” for exhausted aggregate limits under the liability coverages referenced above.</p> <p>4. Dedicated Limits. Aggregate limit of insurance per location endorsement dedicating limits to the Project.</p> <p>5. Rating. Issuer must be at least a <i>Best's Key Rating Guide</i> ANII company</p>
<p>Subcontractors' Insurance</p>	<p>Unless waived by Owner in writing in advance of a Subcontractor's commencing Work, each Subcontractor of every tier shall have liability insurance coverage meeting the same specifications as set out for Contractor.</p>	

EXHIBIT “E”

DEMOLITION PLAN PREPARED BY WILSON & COMPANY FOR 200 E. 16TH AVE.

(See Demolition Plan dated March 10, 2021 prepared by Wilson & Company for the City of North Kansas City, Missouri, on the following page)



SURVEY NOTES

PROJECT BENCHMARK:
 CL-21 STANDARD KC METRO ALUMINUM MARKER SET IN CONCRETE AND STAMPED "CL-21, 1988" SET FLUSH WITH THE GROUND. THE STATION IS LOCATED ON THE WEST SIDE OF THE GLADSTONE WATER PLANT ON A GRASSY AREA SOUTHWEST OF A LARGE CONCRETE UNDERGROUND STORAGE TANK. ELEVATION = 921.26

TEMPORARY BENCHMARKS:

BENCHMARK NO. 1
 CHISELED BOX ON THE NORTHEAST CORNER OF THE TOP OF A CURB INLET LOCATED ON THE NORTH SIDE OF THE ACCESS DRIVE SOUTHEAST OF THE DETENTION POND ON THE WEST SIDE OF THE SUBJECT PROPERTY. ELEVATION = 916.34

BENCHMARK NO. 2
 CHISELED BOX ON THE SOUTHEAST CORNER OF THE TOP OF A CURB INLET LOCATED ON THE NORTH SIDE OF THE ACCESS DRIVE, EAST OF THE SOUTHEAST ENTRANCE TO LOWE'S ON THE EAST SIDE OF THE SUBJECT PROPERTY. ELEVATION = 923.23

1. THE COORDINATES OF THIS DRAWING ARE BASED UPON THE MISSOURI STATE PLANE NETWORK, WEST ZONE, BASED UPON GPS OBSERVATIONS USING THE MODOT VRS GPS NETWORK.

2. THE ELEVATIONS SHOWN ON THE BASE FILE ARE NAVD 88 FROM GPS OBSERVATIONS USING THE MODOT VRS GPS NETWORK

GENERAL NOTES

- CONTRACTOR TO PRESERVE ALL SURVEY CONTROL.
- CONTRACTOR TO COMPLETE DEMOLITION PER THE INTENT OF THESE PLANS.
- THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE ENGINEER MAKES NO GUARANTEES THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE ENGINEER HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. THIS INCLUDES PRIVATE AND PUBLIC UTILITIES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT MISSOURI ONE CALL AT 1-800-344-7483 IN ADVANCE OF ANY EXCAVATION TO COORDINATE UTILITY LOCATIONS.
- CONTRACTOR IS REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER EXISTING LINES NOT OF RECORD OR SHOWN ON THESE PLANS.
- REMOVE AND DISPOSE OF ALL BUSHES, TREES, PLANTS, AND LANDSCAPING MATERIAL. COST TO BE INCLUDED IN CLEARING AND GRUBBING.
- ALL ITEMS REMOVED SHALL BE LEGALLY DISPOSED OF OFF SITE BY THE CONTRACTOR.
- DO NOT DISRUPT UTILITY SERVICE TO ADJACENT BUSINESSES OR RESIDENCES WITHOUT PRIOR WRITTEN APPROVAL BY THE ENGINEER.
- DO NOT DISRUPT TRAFFIC ON ADJACENT PUBLIC STREETS WITHOUT PRIOR WRITTEN APPROVAL BY THE CITY.
- ALL SIDEWALK AND PAVEMENT TO REMAIN SHALL BE PROTECTED IN PLACE INCLUDING PROTECTION FROM DAMAGE CAUSED BY REMOVAL OF ABUTTING PAVEMENT. CONTRACTOR SHALL SAW CUT WHERE NECESSARY, PROVIDE EROSION CONTROL MEASURES AT LOCATIONS WHERE DRIVEWAY PAVEMENT HAS BEEN REMOVED.
- CONTRACTOR SHALL GIVE NOTICE TO ALL UTILITY COMPANIES REGARDING DISCONNECTION, DEMOLITION, AND REMOVAL OF SERVICE LINES. CAP ALL LINES BEFORE PROCEEDING WITH WORK ON THIS CONTRACT.

- CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANY CONCERNING PORTIONS OF WORK WHICH MAY BE PERFORMED BY THE UTILITY COMPANY'S WORK FORCE AND ANY FEES WHICH ARE TO BE PAID TO THE UTILITY COMPANY FOR THEIR SERVICES.
- CONTRACTOR SHALL PROTECT THE PUBLIC AT ALL TIME WITH FENCING, BARRICADES, ENCLOSURES, ETC. TO THE BEST PRACTICES AND AS APPROVED BY THE ENGINEER AND THE CITY. CONTRACTOR SHALL PROVIDE FENCING AND BARRICADE DIAGRAM TO BE APPROVED BY THE CITY PRIOR TO COMMENCEMENT OF WORK.
- DAMAGE TO ALL EXISTING CONDITIONS TO REMAIN SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- DEMOLITION OF BUILDINGS SHALL INCLUDE THE BUILDING STRUCTURE, PAD, FOOTINGS, FOUNDATIONS, BASEMENT WALLS, BASEMENT FLOORS, TRUCK DOCKS, STEPS, DECKS, ALL ITEMS REMAINING IN BUILDING, ALL BUILDING UTILITY SERVICES, SIDEWALKS, AND BACKFILLING AND RESTORING REMAINING EXCAVATIONS, BASEMENTS AND TRENCHES (COMPACTED TO 90% MAX DENSITY). ALL DISTURBED AREAS SHALL BE SEEDED.
- ALL LIGHT POLE DEMOLITION SHALL INCLUDE FIXTURES, BASES AND WIRING.
- ALL UTILITY DEMOLITION SHALL INCLUDE METERS, MANHOLES, AND OTHER STRUCTURES ASSOCIATED WITH THE UTILITY SERVICE LINE.
- SITE SHALL BE GRADED TO PREVENT DISCHARGE ONTO ADJACENT PROPERTY AND RIGHT OF WAY. PROVIDE EROSION PROTECTION AND TEMPORARY SEDIMENT AREAS AT EXISTING STORM DRAIN INLETS.
- CAP ALL EXISTING DRAIN & DOWNSPOUT PIPES.

KEYNOTES

- REMOVE EXISTING BUILDING AND FOUNDATION
- REMOVE EXISTING CONCRETE RAMP
- REMOVE EXISTING CONCRETE STEPS & HANDRAIL
- EXISTING SIGN TO REMAIN (CONTRACTOR PROTECT)
- REMOVE EXISTING LANDSCAPING
- REMOVE EXISTING SIDEWALK
- EXISTING GAS METER TO BE REMOVED AND CAPPED AT MAIN & PIPE TO BE REMOVED
- EXISTING HYDRANT TO REMAIN (CONTRACTOR PROTECT)
- EXISTING ELECTRIC METER TO BE REMOVED
- EXISTING ELECTRIC BOX TO BE REMOVED
- SAW-CUT EXISTING CURB AND REMOVE
- SAW-CUT EXISTING CURB AND REMOVE
- SAW-CUT EXISTING CONCRETE AND REMOVE
- REMOVE CHAIN LINK FENCE
- EXISTING GAS LINE TO BE REMOVED AND CAPPED AT MAIN & PIPE TO BE REMOVED
- REMOVE POWER SERVICE

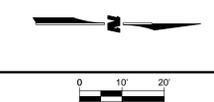
LEGEND

- SET SET 1/2" x 24" REBAR WITH CLS 366 I.D. CAP
 - FND FOUND MONUMENT
 - MONUMENTATION AS NOTED
 - ⊕ SCR SECTION CORNER
 - ⊕ GUY GUY WIRE
 - ⊕ SGN SIGN
 - ⊕ GMT GAS METER
 - ⊕ PWP POWER POLE
 - ⊕ TRF ELECTRIC TRANSFORMER
 - ⊕ EBX ELECTRIC BOX
 - ⊕ ELC ELECTRIC CABINET
 - ⊕ ELR ELECTRIC RISER
 - ⊕ WVW WATER VALVE
 - ⊕ EMT ELECTRIC METER
 - ⊕ GTI GRATE INLET
 - ⊕ A BOLLARD
 - ⊕ FH CENTERLINE
 - ⊕ FH FIRE HYDRANT
 - OP— OVERHEAD POWER LINE
 - W— WATER LINE
 - G— GAS LINE
 - E— ELECTRIC LINE
 - R/W RIGHT OF WAY
- [Hatched Box] REMOVE EXISTING FULL DEPTH CONCRETE PAVEMENT
 - [Cross-hatched Box] REMOVE EXISTING CONCRETE PAVEMENT SIDEWALK
 - [Diagonal Hatched Box] REMOVE EXISTING BUILDING
 - [Wavy Line] REMOVE EXISTING CURB & GUTTER
 - [Square with X] REMOVE EXISTING FENCE



THE CONTRACTOR SHALL ADHERE TO THE PROVISIONS OF THE SEATTLE BILL NUMBER 058, 78TH GENERAL ASSEMBLY OF THE STATE OF MISSOURI. THE BILL REQUIRES THAT ANY PERSON OR FIRM (ONE OR MORE INDIVIDUALS OR PUBLIC BODIES) OF-MAY DO SO ONLY AFTER GIVING NOTICE TO & OBTAINING PERMISSION FROM UTILITY COMPANIES. STATE LAW REQUIRES 48 HOURS ADVANCE NOTICE. CALL 1-800-892-8176.

DEMOLITION PLAN



WILSON & COMPANY
 800 EAST 101ST TERRACE, SUITE 200
 KANSAS CITY, MO 64131
 PHONE: 816-701-3100
 FAX: 816-962-3013
 www.wilsonco.com
 CERT. OF AUTH. # 2003007599



PROJECT NAME
 GUASTELLO BUILDING
 DEMOLITION PLAN
 200 E. 16TH AVE
 NORTH KANSAS CITY, MO

NORTH KANSAS CITY
 Virtually Urban. Supremely Suburban.

REV.	DATE	DESCRIPTION	BY

PROJECT NO: 19-600-311-00
 DESIGNED BY: GJL
 DRAWN BY: TAW
 CHECKED BY: JCK
 DATE: 3/10/21

DEMOLITION PLAN

SHEET NO: **C1**

EXHIBIT "F"

WAGE ORDER NO. 28 FOR CLAY COUNTY, MISSOURI

(See Prevailing Wage Order No. 28 for Clay County, Missouri)

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 28

Section 024
CLAY COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by _____

Taylor Burks, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 10, 2021**

Last Date Objections May Be Filed: **April 8, 2021**

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$66.47
Boilermaker	*\$31.11
Bricklayer	\$57.60
Carpenter	\$58.61
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$54.61
Plasterer	
Communications Technician	\$57.45
Electrician (Inside Wireman)	\$64.35
Electrician Outside Lineman	*\$31.11
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	*\$31.11
Glazier	*\$31.11
Ironworker	\$64.99
Laborer	\$47.78
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$53.02
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$56.59
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$49.49
Plumber	\$71.48
Pipe Fitter	
Roofer	\$56.47
Sheet Metal Worker	\$69.52
Sprinkler Fitter	*\$31.11
Truck Driver	*\$31.11
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$59.65
Millwright	
Pile Driver	
Electrician (Outside Lineman)	*\$31.11
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$48.30
General Laborer	
Skilled Laborer	
Operating Engineer	\$56.36
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$48.94
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

EXHIBIT "G"
PAYMENT BOND

(See attached document)

EXHIBIT “H”

PERFORMANCE BOND

(See attached document)

EXHIBIT “I”

AFFIDAVIT TO COMPLY WITH § 285.530, MO. REV. STAT.

[See attached document]

EXHIBIT “J”

AFFIDAVIT TO COMPLY WITH § 292.675, MO. REV. STAT.

[*See* attached document]

EXHIBIT “K”

AFFIDAVIT TO COMPLY WITH § 34.600, MO. REV. STAT.
(Contracts in excess of \$100,000/Companies with 10 employees or more)

(*See* attached document)

MEMORANDUM

TO: Mayor and City Council

FROM: Kim Nakahodo, Interim City Administrator

DATE: November 2, 2021

RE: Northgate Village TIF Plan and Star Development Project

- First Amended and Restated Development Agreement
- Chapter 100 Plan & Bond Documents

Previous Action

The City and Star Acquisitions & Development, LLC (“Star”) entered into a Development Agreement on August 4, 2020, related to the six-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.

The developer has taken numerous actions in coordination with the City to prepare for the development of this site since approval of the development agreement:

- The Preliminary Plat for this block was reviewed by the Planning Commission on December 3, 2020. The Planning Commission held the required public hearing regarding the plat on that date with one person speaking. The Planning Commission approved the preliminary plat unanimously.
- The TIF Commission reviewed the design of the development pursuant to the design guidelines adopted as part of the Northgate Village TIF Plan on February 18, 2021. The TIF Commission approved the design of the development.
- The developer submitted public infrastructure improvement plans for review by City staff on December 22, 2020. Community Development and Public Works both reviewed these plans with the engineer and, after appropriate revisions, have approved these plans.
- The Final Plat for this block was reviewed by the Planning Commission on March 4, 2021. The Planning Commission found the final plat in conformance with the approved preliminary plat and recommended approval to the City Council. The City

Council approved the Final Plat, which dedicated additional right-of-way and sidewalk easements to the City, on March 16, 2021. The plat was recorded on April 15, 2021.

- The Site plan for this site was originally submitted on December 22, 2020. After staff review, revisions, and resubmittals, the site plan was approved on October 15, 2021.
- Construction plans were submitted March 22, 2021. Staff has reviewed these plans and resubmittals; the resubmitted plans are permit-ready.

Staff is currently coordinating with the contractor to schedule a pre-construction meeting in advance of groundbreaking on this project.

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 and Bond Documents

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 by approving the bond documents. The issuance of the Chapter 100 bonds is a requirement of the Development Agreement between the City and Star. By this action, the City agrees to issue Chapter 100 Bonds to provide tax abatement for the project.

The Chapter 100 plan will allow the Applicant to purchase construction materials without paying sales tax on such purchases and will provide tax abatement for approximately 17 years; during the first two years of the abatement period Star will make a payment in lieu of taxes (PILOT) payment based on construction progress. After construction is complete Star will make a \$300,000 annual payment in lieu of taxes (PILOT) as shown in Exhibit B to the Development Agreement. The City will receive 100% of the PILOT payments as the 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.

Star expects to commence work on the Project prior to year-end and have units ready for occupancy in May or June 2023.

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

- Star 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 by Star. All of the bonds will be purchased by Star and not sold to the public.
- The City will have no financial liability for cost overruns or any other of Star's obligations.

Staff recommends the approval of the Chapter 100 Plan and approval of the Bond Documents.

Representatives from STAR Development, the City's outside legal counsel, the City's outside financial adviser, along with Bond counsel representatives will be available for questions.

FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT

by and between

CITY OF NORTH KANSAS CITY

and

STAR ACQUISITIONS & DEVELOPMENT, LLC

| and

| STAR NKC PROPCO, LLC

TABLE OF CONTENTS

ARTICLE I Definitions and Construction..... 2

 1.1 Definitions..... 2

 1.2 Construction..... 4

ARTICLE II The Project and Development Process..... 45

 2.1 Description of Project..... 45

 2.2 Infrastructure..... 5

 2.3 No Acquisition or Eminent Domain for Project..... 5

 2.4 Closing: Closing or Post-Closing Activities..... 5

 2.5 Development Process..... 7

 2.6 Certificates of Substantial Completion..... 8

 2.7 Project Zoning, Planning, Platting, and Construction..... 8

 2.8 ADA..... 9

 2.9 Use Restrictions..... 9

 2.10 Rights of Access..... 10

 2.11 Encumbrances and Liens..... 10

ARTICLE III Obligations of the City..... 10

 3.1 Bonds..... 10

 3.2 Project Site Tax Exemption..... 11

 3.3 Sales Tax Exemption..... 12

 3.4 Permitting and Approval Assistance..... 12

ARTICLE IV Closing..... 13

 4.1 Bond Closing..... 13

 4.2 Bond Issuance..... 13

 4.3 Deliverables by the City at Closing..... 13

 4.4 Deliverables by the Company..... 13

 4.5 [Reserved]..... 13

 4.6 Contingencies..... 13

ARTICLE V Company Obligations, Representations, And Warranties..... 14

 5.1 Project Operation and Maintenance..... 14

 5.2 Company Authorization..... 14

ARTICLE VI Default and Termination; Estoppel..... 15

 6.1 Events of Default Defined..... 15

 6.2 Remedies on Default..... 16

6.3	[Reserved]	17
ARTICLE VII Miscellaneous		<u>187</u>
7.1	Notices	18
7.2	Severability	19
7.3	Transfer and Assignment	19
7.4	Counterparts	20
7.5	Survival	20
7.6	Consents and Approvals	20
7.7	Entire Agreement	20
7.8	Headings	20
7.9	Negation of Partnership	20
7.10	Representatives not Individually Liable	20
7.11	Ancillary Documents	20
7.12	Compliance with Applicable Laws	21
7.13	Payment or Performance on Saturday, Sunday or Holiday	21
7.14	Incorporation of Recitals and Exhibits	21
7.15	Conflict of Terms	21
7.16	No Waiver	21
7.17	No Tax Representations or Warranties	21
7.18	Costs and Expenses; Costs of Issuance	21
7.19	Company Lender	21
7.20	Termination	22
7.21	Force Majeure	22
7.22	Insurance and Indemnification	23
7.23	Governing Law and Jurisdiction.	23
7.24	Waiver	23
7.25	Electronic Storage of Documents	24
7.26	Employee Verification	24
7.27	Equal Employment Opportunity During Performance of this Agreement	24
7.28	Project Environmental	25
7.29	Memorandum of Agreement.	27
7.30	Amendment and Restatement, No Novation	27

Exhibit A.....	A-1
Exhibit B.....	B-1
Exhibit C.....	C-1

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 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 2nd day of November, 2021.

Bryant DeLong, *Mayor*

ATTEST:

Crystal Doss, *City Clerk*

APPROVED this 2nd day of November, 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

TABLE OF CONTENTS

ARTICLE I Definitions and Construction 2

 1.1 Definitions..... 2

 1.2 Construction..... 4

ARTICLE II The Project and Development Process 5

 2.1 Description of Project 5

 2.2 Infrastructure..... 5

 2.3 No Acquisition or Eminent Domain for Project 5

 2.4 Closing: Closing or Post-Closing Activities 5

 2.5 Development Process..... 7

 2.6 Certificates of Substantial Completion 8

 2.7 Project Zoning, Planning, Platting, and Construction..... 8

 2.8 ADA..... 9

 2.9 Use Restrictions 9

 2.10 Rights of Access 10

 2.11 Encumbrances and Liens 10

ARTICLE III Obligations of the City..... 10

 3.1 Bonds 10

 3.2 Project Site Tax Exemption 11

 3.3 Sales Tax Exemption 12

 3.4 Permitting and Approval Assistance..... 12

ARTICLE IV Closing..... 13

 4.1 Bond Closing 13

 4.2 Bond Issuance 13

 4.3 Deliverables by the City at Closing 13

 4.4 Deliverables by the Company 13

 4.5 [Reserved] 13

 4.6 Contingencies..... 13

ARTICLE V Company Obligations, Representations, And Warranties..... 14

 5.1 Project Operation and Maintenance..... 14

 5.2 Company Authorization..... 14

ARTICLE VI Default and Termination; Estoppel..... 15

 6.1 Events of Default Defined 15

 6.2 Remedies on Default..... 16

6.3	[Reserved]	17
ARTICLE VII Miscellaneous		17
7.1	Notices	18
7.2	Severability	19
7.3	Transfer and Assignment	19
7.4	Counterparts	20
7.5	Survival	20
7.6	Consents and Approvals	20
7.7	Entire Agreement	20
7.8	Headings	20
7.9	Negation of Partnership	20
7.10	Representatives not Individually Liable	20
7.11	Ancillary Documents	20
7.12	Compliance with Applicable Laws	21
7.13	Payment or Performance on Saturday, Sunday or Holiday	21
7.14	Incorporation of Recitals and Exhibits	21
7.15	Conflict of Terms	21
7.16	No Waiver	21
7.17	No Tax Representations or Warranties	21
7.18	Costs and Expenses; Costs of Issuance	21
7.19	Company Lender	21
7.20	Termination	22
7.21	Force Majeure	22
7.22	Insurance and Indemnification	23
7.23	Governing Law and Jurisdiction	23
7.24	Waiver	23
7.25	Electronic Storage of Documents	24
7.26	Employee Verification	24
7.27	Equal Employment Opportunity During Performance of this Agreement	24
7.28	Project Environmental	25
7.29	Memorandum of Agreement	27
7.30	Amendment and Restatement, No Novation	27

Exhibit A.....	A-1
Exhibit B.....	B-1
Exhibit C.....	C-1

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: November 2, 2021

RE: Northgate Village TIF Plan and Star Development Project

- First Amended and Restated Development Agreement
- Chapter 100 Plan & Bond Documents

Previous Action

The City and Star Acquisitions & Development, LLC ("Star") entered into a Development Agreement on August 4, 2020, related to the six-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.

The developer has taken numerous actions in coordination with the City to prepare for the development of this site since approval of the development agreement:

- The Preliminary Plat for this block was reviewed by the Planning Commission on December 3, 2020. The Planning Commission held the required public hearing regarding the plat on that date with one person speaking. The Planning Commission approved the preliminary plat unanimously.
- The TIF Commission reviewed the design of the development pursuant to the design guidelines adopted as part of the Northgate Village TIF Plan on February 18, 2021. The TIF Commission approved the design of the development.
- The developer submitted public infrastructure improvement plans for review by City staff on December 22, 2020. Community Development and Public Works both reviewed these plans with the engineer and, after appropriate revisions, have approved these plans.
- The Final Plat for this block was reviewed by the Planning Commission on March 4, 2021. The Planning Commission found the final plat in conformance with the approved preliminary plat and recommended approval to the City Council. The City

Council approved the Final Plat, which dedicated additional right-of-way and sidewalk easements to the City, on March 16, 2021. The plat was recorded on April 15, 2021.

- The Site plan for this site was originally submitted on December 22, 2020. After staff review, revisions, and resubmittals, the site plan was approved on October 15, 2021.
- Construction plans were submitted March 22, 2021. Staff has reviewed these plans and resubmittals; the resubmitted plans are permit-ready.

Staff is currently coordinating with the contractor to schedule a pre-construction meeting in advance of groundbreaking on this project.

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 and Bond Documents

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 by approving the bond documents. The issuance of the Chapter 100 bonds is a requirement of the Development Agreement between the City and Star. By this action, the City agrees to issue Chapter 100 Bonds to provide tax abatement for the project.

The Chapter 100 plan will allow the Applicant to purchase construction materials without paying sales tax on such purchases and will provide tax abatement for approximately 17 years; during the first two years of the abatement period Star will make a payment in lieu of taxes (PILOT) payment based on construction progress. After construction is complete Star will make a \$300,000 annual payment in lieu of taxes (PILOT) as shown in Exhibit B to the Development Agreement. The City will receive 100% of the PILOT payments as the 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.

Star expects to commence work on the Project prior to year-end and have units ready for occupancy in May or June 2023.

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

- Star 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 by Star. All of the bonds will be purchased by Star and not sold to the public.
- The City will have no financial liability for cost overruns or any other of Star's obligations.

Staff recommends the approval of the Chapter 100 Plan and approval of the Bond Documents.

Representatives from STAR Development, the City's outside legal counsel, the City's outside financial adviser, along with Bond counsel representatives will be available for questions.

AN ORDINANCE APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT (23RD & SWIFT PROJECT); AUTHORIZING THE CITY OF NORTH KANSAS CITY, MISSOURI TO ISSUE ITS TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS IN AN AMOUNT NOT TO EXCEED \$57,200,000; AND AUTHORIZING AND APPROVING DOCUMENTS AND CERTAIN ACTIONS IN CONNECTION THEREWITH.

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 desires to finance the costs of the Project out of the proceeds of a series of industrial development revenue bonds to be issued under the Act; 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 proceed with the issuance of said bonds for the purpose described above; and

WHEREAS, the City further finds and determines that it is necessary and desirable in connection with the issuance of the bonds that the City enter into certain documents, and that the City take certain other actions and approve the execution of certain other documents as herein provided;

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 Council hereby finds and determines that the Project constitutes a commercial facility and will promote the economic welfare and the development of the City, and the issuance of the bonds by the City to pay the costs of the Project will be in furtherance of the public purposes set forth in the Act.

Section 2. **Approval of Plan.** The Council hereby approves the Plan attached hereto as **Exhibit A** in accordance with Section 100.050 of the Act.

Section 3. **Authorization and Sale of the Bonds.** The City is hereby authorized to issue and sell its Taxable Industrial Development Revenue Bonds (23rd & Swift Project), in a principal amount not to exceed \$57,200,000 (the “**Bonds**”), for the purpose of providing funds to pay the costs of the Project. The Bonds shall be issued and secured pursuant to the herein authorized Trust Indenture and shall bear such date, shall mature at such time, shall be in such denominations, shall bear interest at such rate, shall be in such form, shall be subject to redemption, shall have such other terms and provisions, shall be issued, executed and delivered in such manner and shall be subject to such provisions, covenants and agreements as are specified in the Trust Indenture upon the execution thereof, and the signatures of the officers of the City executing the Trust Indenture shall constitute conclusive evidence of their approval and the City’s approval thereof. The sale of the Bonds to the Company at private sale pursuant to the provisions of Section 108.170 of Revised Statutes of Missouri, as amended, at the interest rate and upon the terms set forth in the Trust Indenture is hereby approved.

Section 4. **Limited Obligations.** The Bonds and the interest thereon shall be limited obligations of the City payable solely out of the payments, revenues and receipts derived by the City from the herein authorized Lease, and such payments, revenues and receipts shall be pledged and assigned to the Trustee as security for the payment of the Bonds as provided in the Trust Indenture. The Bonds and the interest thereon shall not be deemed to constitute a debt or liability of the City within the meaning of any constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the City. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the City to levy any form of taxation therefor or to make any appropriation for their payment.

Section 5. **Approval and Authorization of Documents.** The following documents (the “**City Documents**”) are hereby approved in substantially the forms presented to the Council at this meeting (copies of which documents shall be filed in the records of the City), and the City is hereby authorized to execute and deliver the City Documents with such changes therein as shall be approved by the officials of the City executing such documents, such officials’ signatures thereon being conclusive evidence of their approval thereof:

- (a) Trust Indenture dated as of the date set forth therein (the “**Trust Indenture**”), between the City and the trustee named therein, as trustee for the Bonds (the “**Trustee**”), pursuant to which the Bonds shall be issued and the City shall pledge and assign the payments, revenues and receipts received pursuant to the Lease to

the Trustee for the benefit and security of the owners of the Bonds upon the terms and conditions as set forth in the Trust Indenture;

- (b) Lease Agreement dated as of the date set forth therein (the “**Lease**”), between the City and STAR NKC Propco, LLC, a limited liability company organized and existing under the laws of the State of Missouri (the “**Company**”), under which the City will (i) provide funds for the acquisition of the Project Site and the construction and improvement of the Project Improvements, and (ii) lease the Project to the Company pursuant to the terms and conditions set forth in the Lease, in consideration of rental payments by the Company which will be sufficient to pay the principal of, premium, if any, and interest on the Bonds; and
- (c) Bond Purchase Agreement dated as of the date set forth therein, between the City and the Company, pursuant to which the Company, as purchaser, will agree to purchase the Bonds.

Section 6. **Execution of Documents.** The Mayor is hereby authorized and directed to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Indenture. The Mayor is hereby authorized and directed to execute the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the Bonds and the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 7. **Further Authority.** The City shall, and the officials, agents 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 and to carry out, comply with and perform the duties of the City with respect to the Bonds and the City Documents. This authority specifically extends to the execution and delivery of any Mortgages or Financing Documents allowed under the provisions of the Lease, as such terms are defined in the Lease.

Section 8. **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.

PASSED this 2nd day of November, 2021.

Bryant DeLong, *Mayor*

ATTEST:

Crystal Doss, *City Clerk*

APPROVED this 2nd day of November, 2021.

Bryant DeLong, *Mayor*

APPROVED AS TO FORM:

Anthony W. 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

Table of Contents

Project Assumptions	1
Summary of Cost Benefit Analysis	2
Projected Tax Revenues Without Project	3
Projected Tax Revenues With Project (Without Abatement)	4
Projected Payment in Lieu of Taxes	5
Projected Tax Abatement	6
Projected Distribution of Payments in Lieu of Taxes	7-8

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										
	2030	2031	2032	2033	2034	2035	2036	2037	2038	Total	
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					

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						

**CITY OF NORTH KANSAS CITY, MISSOURI,
The City,**

AND

**BOKE, N.A.,
As Trustee**

TRUST INDENTURE

Dated as of November 1, 2021

Relating to:

**\$57,200,000
(Aggregate Maximum Principal Amount)
City of North Kansas City, Missouri
Taxable Industrial Development Revenue Bonds
(23rd & Swift Project)
Series 2021**

TRUST INDENTURE

TABLE OF CONTENTS

Page

Parties 1
Recitals 1
Granting Clauses 2

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms 3
Section 102. Rules of Interpretation 7

ARTICLE II

THE BONDS

Section 201. Title and Amount of Bonds 8
Section 202. Nature of Obligation 8
Section 203. Denomination, Number and Dating of the Bonds 8
Section 204. Method and Place of Payment of Bonds 8
Section 205. Execution and Authentication of Bonds 9
Section 206. Registration, Transfer and Exchange of Bonds 9
Section 207. Persons Deemed Owners of Bonds 10
Section 208. Authorization of the Bonds 10
Section 209. Mutilated, Lost, Stolen or Destroyed Bonds 12
Section 210. Cancellation and Destruction of Bonds Upon Payment 12

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds 12
Section 302. Effect of Call for Redemption 13
Section 303. Notice of Redemption 13

ARTICLE IV

FORM OF BONDS

Section 401. Form Generally 13

ARTICLE V

CUSTODY AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Funds 14
Section 502. Deposits into the Project Fund 14
Section 503. Disbursements from the Project Fund 14

Section 504.	Completion of the Project.....	14
Section 505.	Disposition Upon Acceleration.....	14

ARTICLE VI

REVENUES AND FUNDS

Section 601.	Creation of the Bond Fund	15
Section 602.	Deposits Into the Bond Fund.....	15
Section 603.	Application of Moneys in the Bond Fund	15
Section 604.	Payments Due on Days Other Than Business Days	16
Section 605.	Nonpresentment of Bonds	16
Section 606.	Repayment to the Company from the Bond Fund.....	16

ARTICLE VII

SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 701.	Moneys to be Held in Trust	16
Section 702.	Investment of Moneys in Project Fund and Bond Fund	16
Section 703.	Record Keeping	17

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

Section 801.	Payment of Principal and Interest.....	17
Section 802.	Authority to Execute Indenture and Issue Bonds	17
Section 803.	Performance of Covenants.....	17
Section 804.	Instruments of Further Assurance.....	18
Section 805.	Recordings and Filings	18
Section 806.	Inspection of Project Books.....	18
Section 807.	Enforcement of Rights Under the Lease.....	18

ARTICLE IX

DEFAULT AND REMEDIES

Section 901	Events of Default; Notice; Opportunity to Cure.....	18
Section 902.	Acceleration of Maturity in Event of Default; Rescission.....	19
Section 903.	Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession.....	19
Section 904.	Appointment of Receivers in Event of Default	20
Section 905.	Exercise of Remedies by the Trustee.....	20
Section 906.	Limitation on Exercise of Remedies by Owners	20
Section 907.	Right of Owners to Direct Proceedings	21
Section 908.	Application of Moneys in Event of Default	21
Section 909.	Remedies Cumulative.....	22
Section 910.	Waivers of Events of Default.....	22

ARTICLE X

THE TRUSTEE

Section 1001.	Acceptance of the Trusts.....	23
Section 1002.	Fees, Charges and Expenses of the Trustee	25
Section 1003.	Notice to Owners if Default Occurs	25
Section 1004.	Intervention by the Trustee	25
Section 1005.	Successor Trustee Upon Merger, Consolidation or Sale	26
Section 1006.	Resignation of Trustee	26
Section 1007.	Removal of Trustee.....	26
Section 1008.	Appointment of Successor Trustee	26
Section 1009.	Vesting of Trusts in Successor Trustee	26
Section 1010.	Right of Trustee to Pay Taxes and Other Charges	27
Section 1011.	Trust Estate May be Vested in Co-Trustee.....	27
Section 1012.	Accounting	27
Section 1013.	Performance of Duties Under the Lease.....	28

ARTICLE XI

SUPPLEMENTAL INDENTURES

Section 1101.	Supplemental Indentures Not Requiring Consent of Owners.....	28
Section 1102.	Supplemental Indentures Requiring Consent of Owners.....	28
Section 1103.	Company’s Consent to Supplemental Indentures	29
Section 1104.	Opinion of Counsel.....	29

ARTICLE XII

SUPPLEMENTAL LEASES

Section 1201.	Supplemental Leases Not Requiring Consent of Owners.....	29
Section 1202.	Supplemental Leases Requiring Consent of Owners.....	29
Section 1203.	Opinion of Counsel.....	30

ARTICLE XIII

SATISFACTION AND DISCHARGE OF INDENTURE

Section 1301.	Satisfaction and Discharge of this Indenture	30
Section 1302.	Bonds Deemed to be Paid.....	30

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401.	Consents and Other Instruments by Owners	31
Section 1402.	Limitation of Rights Under this Indenture	31
Section 1403.	Notices	32
Section 1404.	Severability.....	33
Section 1405.	Execution in Counterparts	33
Section 1406.	Governing Law	33
Section 1407.	Electronic Storage	33
Section 1408.	Electronic Notice to Trustee	33

Signatures and Seal..... S-1

Exhibit A: Project Site

Exhibit B: Project Improvements

Exhibit C: Form of Bonds

Exhibit D: Form of Representation Letter

TRUST INDENTURE

THIS TRUST INDENTURE dated as of November 1, 2021, is between the **CITY OF NORTH KANSAS CITY, MISSOURI**, a third-class city and municipal corporation organized and existing under the laws of the State of Missouri (the “City”), and **BOKF, N.A.**, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, with a corporate trust office located in Kansas City, Missouri, as Trustee (the “Trustee”);

RECITALS:

1. 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 (collectively, the “Act”), to purchase, construct, extend and improve certain projects (as defined in Section 100.010 of the Revised Statutes of Missouri, as amended) 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 shall deem advisable.

2. The City, in accordance with Section 100.050 of the Act, has prepared a plan for industrial development (the “**Plan**”) with respect to a project consisting of (1) the acquisition of certain real property located in the City (the “**Project Site**,” as more fully described on **Exhibit A** hereto), and (2) constructing 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**,” as more fully described on **Exhibit B** hereto), and notice of such project was given to the taxing jurisdictions in accordance with Section 100.059.1 of the Act.

3. The Council of the City passed Ordinance No. _____ (the “**Ordinance**”) on November 2, 2021, (1) approving the Plan, and (2) authorizing the issuance of \$57,200,000 maximum principal amount of Taxable Industrial Development Revenue Bonds (23rd & Swift Project), Series 2021 (the “**Bonds**”), to pay the costs of acquiring the Project Site and to pay the costs of the Project Improvements.

4. Pursuant to the Ordinance, the City is authorized to execute and deliver (1) this Trust Indenture (the “**Indenture**”) for the purpose of issuing and securing the Bonds, and (2) the Lease (defined herein) with the Company (defined herein) under which the City, as lessor, will lease the Project Site and the Project Improvements (together, the “**Project**”) to the Company, in consideration of rentals which will be sufficient to pay the principal of and interest on the Bonds.

5. The City and the Developer (defined herein) have previously entered into the Development Agreement (defined herein) for the purpose of setting forth the terms and conditions of the exemption from *ad valorem* real property taxes of the Project, sales tax exemption on construction materials related to the Project Improvements and certain payments in lieu of taxes to be paid with respect to the Project, and other specifics relating to the implementation of the Project Improvements.

6. All things necessary to make the Bonds, when authenticated by the Trustee and issued as in this Indenture provided, the valid and legally binding obligations of the City, and to constitute this

Indenture a valid and legally binding pledge and assignment of the Trust Estate herein made for the security of the payment of the principal of and interest on the Bonds, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW, THEREFORE, THIS TRUST INDENTURE WITNESSETH:

GRANTING CLAUSES

That the City, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the Owners thereof, and of other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of and interest on all of the Bonds issued and outstanding under this Indenture from time to time according to their tenor and effect, and to secure the performance and observance by the City of all the covenants, agreements and conditions herein and in the Bonds contained, does hereby pledge and assign to the Trustee and its successors and assigns until this Indenture has been satisfied and discharged, the property described in paragraphs (a), (b) and (c) below (said property being herein referred to as the "Trust Estate"), to-wit:

(a) All right, title and interest in and to the Project together with the tenements, hereditaments, appurtenances, rights, easements, privileges and immunities thereunto belonging or appertaining and, to the extent permissible, all permits, certificates, approvals and authorizations;

(b) All right, title and interest of the City in, to and under the Lease (excluding the City's right to receive moneys for its own account and the City's rights to indemnification or to be protected from liabilities by insurance policies required by the Lease, as provided therein or herein), and all rents, revenues and receipts derived by the City from the Project including, without limitation, all rentals and other amounts to be received by the City and paid by the Company under and pursuant to and subject to the provisions of the Lease; and

(c) All moneys and securities from time to time held by or now or hereafter required to be paid to the Trustee under the terms of this Indenture, and any and all other real or personal property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security hereunder by the City or by anyone in its behalf, or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD, all and singular, the Trust Estate with all rights and privileges hereby pledged and assigned or agreed or intended so to be, to the Trustee and its successors and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and subject to the conditions herein set forth, for the equal and proportionate benefit, protection and security of all Owners from time to time of the Bonds outstanding under this Indenture, without preference, priority or distinction as to lien or otherwise of any of the Bonds over any other of the Bonds except as expressly provided in or permitted by this Indenture;

PROVIDED, HOWEVER, that if the City pays, or causes to be paid, the principal of and interest on the Bonds, at the time and in the manner mentioned in the Bonds, according to the true intent and meaning thereof, or provides for the payment thereof (as provided in **Article XIII** hereof), and pays

or causes to be paid to the Trustee all other sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Indenture and the rights thereby granted shall cease, determine and be void; otherwise, this Indenture shall be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the City does hereby agree and covenant with the Trustee and with the respective Owners from time to time, as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined in the Lease, which definitions shall be deemed to be incorporated herein, and terms defined elsewhere in this Indenture, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

“Act” means, collectively, Article VI, Section 27(b) of the Missouri Constitution, as amended, and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended.

“Additional Rent” means the additional rental described in **Section 5.2** of the Lease.

“Authorized City Representative” means the Mayor, City Administrator, City Clerk or such other person at the time designated to act on behalf of the City as evidenced by written certificate furnished to the Company and the Trustee containing the specimen signature of such person and signed on behalf of the City by its Mayor. Such certificate may designate an alternate or alternates each of whom shall be entitled to perform all duties of the Authorized City Representative.

“Authorized Company Representative” means the person at the time designated to act on behalf of the Company as evidenced by written certificate furnished to the City and the Trustee containing the specimen signature of such person and signed on behalf of the Company by authorized officers. Such certificate may designate an alternate or alternates each of whom shall be entitled to perform all duties of the Authorized Company Representative.

“Basic Rent” means the rental described in **Section 5.1** of the Lease.

“Bond” or **“Bonds”** means the Taxable Industrial Development Revenue Bonds (23rd & Swift Project), Series 2021, in the maximum aggregate principal amount of \$57,200,000, issued, authenticated and delivered under and pursuant to this Indenture.

“Bond Fund” means the “City of North Kansas City, Missouri, Bond Fund – 23rd & Swift” created in **Section 601** of this Indenture.

“Bondowner” means the registered owner of any Bond.

“Bond Purchase Agreement” means the agreement by that name with respect to the Bonds by and between the City and the purchaser(s) identified therein.

“Business Day” means any day other than a Saturday or Sunday or legal holiday or a day on which banks located in the city in which the principal corporate trust office or the principal payment office of the Trustee are required or authorized by law to remain closed.

“Certificate of Insurance Compliance” means a certificate in substantially the form set forth in an exhibit to the Lease evidencing compliance with the insurance requirements set forth in **Article VII** to the Lease, fully executed by the Authorized Company Representative, and upon which the Trustee may conclusively rely without further investigation or inquiry.

“City” means the City of North Kansas City, Missouri, a third-class city and a municipal corporation organized and existing under the laws of the State of Missouri, and its successors and assigns.

“Closing Date” means the date identified in the Bond Purchase Agreement for the initial issuance and delivery of the Bonds.

“Closing Price” means the amount specified in writing by the Purchaser and agreed to by the City as the amount required to pay for the initial issuance of the Bonds on the Closing Date.

“Company” means STAR NKC Propco, LLC, a Missouri limited liability company, and its successors or assigns.

“Cumulative Outstanding Principal Amount” means the aggregate principal amount of all Bonds Outstanding under the provisions of this Indenture, not to exceed \$57,200,000, as reflected in the records maintained by the Trustee as provided in the Bonds and this Indenture.

“Developer” means the Company and Star Acquisitions & Development, LLC, a Missouri limited liability company, together as “Company” under the Development Agreement, and their respective successors and assigns in accordance with the terms of the Development Agreement.

“Development Agreement” means the First Amended and Restated Development Agreement between the City and the Developer dated as of _____, 2021, as amended from time to time.

“Event of Default” means, with respect to this Indenture, any Event of Default as defined in **Section 901** hereof and, with respect to the Lease, any Event of Default as described in **Section 12.1** of the Lease.

“Financing Document” means any loan agreement, credit agreement, security agreement, mortgage, participation agreement, lease agreement, sublease, ground lease, hedging agreement or other document executed by or on behalf of a Financing Party, and specifically includes any Mortgage.

“Financing Party” means any Person providing debt, lease or equity financing (including equity contributions or commitments) or hedging arrangements, or any renewal, extension or refinancing of any such financing or hedging arrangements, or any guarantee, insurance, letters of credit or credit support for or in connection with such financing or hedging arrangements, in connection with the development, construction, ownership, lease, operation or maintenance of the Project or interests or rights in the Lease, or any part thereof, including any trustee or agent acting on any such Person’s behalf.

“Government Securities” means direct obligations of, or obligations the payment of principal of and interest on which are unconditionally guaranteed by, the United States of America.

“Indenture” means this Trust Indenture, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of **Article XI** hereof.

“Investment Securities” means any of the following securities:

- (a) Government Securities;
- (b) obligations of the Federal Financing Bank, the Federal Intermediate Credit Bank, Federal Banks for Cooperatives, and Federal Land Banks;
- (c) direct and general obligations of any state of the United States of America, to the payment of the principal of and interest on which the full faith and credit of such state is pledged, provided that at the time of their purchase under this Indenture such obligations are rated in either of the two highest rating categories by a nationally-recognized bond rating agency;
- (d) certificates of deposit, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of any state of the United States of America or any national banking association (including the Trustee or any of its affiliates), provided that such certificates of deposit shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) through (c), inclusive, which shall have a market value at all times at least equal to the principal amount of such certificates of deposit and shall be deposited with the Trustee or a custodian bank, trust company or national banking association. The bank, trust company or national banking association holding each such certificate of deposit required to be so secured shall furnish the Trustee written evidence satisfactory to it that the aggregate market value of all such obligations securing each such certificate of deposit will at all times be an amount at least equal to the principal amount of each such certificate of deposit and the Trustee shall be entitled to rely on each such undertaking;
- (e) shares of a fund registered under the Investment Company Act of 1940, as amended, whose shares are registered under the Securities Act of 1933, as amended, having assets of at least \$100,000,000, and which shares, at the time of purchase, are rated by S&P Global Ratings and Moody’s Investors Service, Inc. in one of the two highest rating categories (without regard to any refinements or gradation of rating category by numerical modifier or otherwise) assigned by such rating agencies for obligations of that nature; or
- (f) any other investment approved in writing by the Authorized City Representative and the Owners of all of the Outstanding Bonds.

“Lease” means the Lease Agreement dated as of November 1, 2021, between the City, as lessor, and the Company, as lessee, as from time to time amended and supplemented by Supplemental Leases in accordance with the provisions thereof and of **Article XII** of this Indenture.

“Mortgage” means any fee or leasehold mortgage or deed of trust, assignment of rents and leases, security agreement or other agreement relating to the Project permitted pursuant to the provisions of **Section 10.4** of the Lease.

“Outstanding,” when used with reference to Bonds, means, as of a particular date, all Bonds theretofore authenticated and delivered, except:

- (a) Bonds theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;
- (b) Bonds deemed to be paid in accordance with the provisions of **Section 1302** hereof; and
- (c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Indenture.

“Owner” shall have the same meaning as Bondowner.

“Paying Agent” means the Trustee and any other bank or trust company designated by this Indenture as paying agent for the Bonds at which the principal of or interest on the Bonds shall be payable.

“Payment Date” means the date on which principal of or interest on any Bond is payable, which shall be December 1 of each year that the Bonds are Outstanding.

“Person” means an individual, partnership, corporation, business trust, joint stock company, limited liability company, bank, insurance company, unincorporated association, joint venture or other entity of whatever nature.

“Project” means the project referred to in the recitals of this Indenture, including the Project Site, and the Project Improvements, and all additions, modifications, improvements, replacements and substitutions made to the Project pursuant to the Lease as they may at any time exist.

“Project Costs” means all costs of the acquisition, construction and improvement of the Project, including the following:

- (a) the costs of acquisition of the Project Site and all costs and expenses necessary or incident to the construction and improvement of the Project Improvements located on the Project Site, which are conveyed to the City;
- (b) fees and expenses of architects, appraisers, surveyors and engineers for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary to the commencement of construction, preparation of plans, drawings and specifications and supervision of construction, as well as for the performance of all other duties of professionals and consultants in relation to the construction and improvement of the Project Improvements or the issuance of the Bonds;
- (c) all costs and expenses of every nature incurred in constructing and improving the Project Improvements, including the actual cost of labor and materials as payable to contractors, builders and materialmen in connection with the construction and improvement of the Project Improvements;
- (d) reasonable expenses of administration, supervision and inspection properly chargeable to the Project Improvements, legal fees and expenses, fees and expenses of accountants and other consultants, publication and printing expenses, and initial fees and

expenses of the Trustee to the extent that said fees and expenses are necessary or incident to the issuance and sale of the Bonds or the construction and improvement of the Project Improvements;

(f) all other items of expense not elsewhere specified in this definition as may be necessary or incident to: (1) the authorization, issuance and sale of the Bonds, including costs of issuance of the Bonds; (2) the acquisition of the Project Site and the construction and improvement of the Project Improvements; and (3) the financing thereof; and

(g) reimbursement to the Company or those acting for it for any of the above enumerated costs and expenses incurred and paid by them before or after the execution of the Lease.

“Project Fund” means the “City of North Kansas City, Missouri, Project Fund – 23rd & Swift” created in **Section 501** of this Indenture.

“Project Improvements” means all buildings, structures, improvements and fixtures to be purchased, renovated and otherwise improved on the Project Site pursuant to **Article IV** of the Lease and paid for in whole or in part from the proceeds of the Bonds, as described in **Exhibit B** attached hereto, and all additions, alterations, modifications and improvements thereof made pursuant to the Lease.

“Project Site” means all of the real estate as described in **Exhibit A** attached hereto and by this reference made a part hereof.

“Purchaser” means the entity identified in the Bond Purchase Agreement as the purchaser of the Bonds.

“State” means the State of Missouri.

“Supplemental Indenture” means any indenture supplemental or amendatory to this Indenture entered into by the City and the Trustee pursuant to **Article XI** hereof.

“Supplemental Lease” means any supplement or amendment to the Lease entered into pursuant to **Article XII** hereof.

“Trust Estate” means the Trust Estate described in the Granting Clauses of this Indenture.

“Trustee” means BOKF, N.A., Kansas City, Missouri, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, and its successor or successors and any other corporation which at the time may be substituted in its place pursuant to and at the time serving as Trustee under this Indenture.

Section 102. Rules of Interpretation.

(a) Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing Persons shall include firms, associations and corporations, including public bodies, as well as natural Persons.

(b) Wherever in this Indenture it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so

expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(c) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision.

(d) Whenever an item or items are listed after the word “including”, such listing is not intended to be a listing that excludes items not listed.

(e) The Table of Contents and the Article and Section headings of this Indenture shall not be treated as a part of this Indenture or as affecting the true meaning of the provisions hereof.

ARTICLE II

THE BONDS

Section 201. Title and Amount of Bonds. No Bonds may be issued under this Indenture except in accordance with the provisions of this Article. The Bonds authorized to be issued under this Indenture shall be designated as “City of North Kansas City, Missouri, Taxable Industrial Development Revenue Bonds (23rd & Swift Project), Series 2021.” The maximum total principal amount of Bonds that may be issued hereunder is hereby expressly limited to \$57,200,000.

Section 202. Nature of Obligation. The Bonds and the interest thereon shall be special obligations of the City payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease, and not from any other fund or source of the City. The Bonds are secured by a pledge and assignment of the Trust Estate to the Trustee in favor of the Owners, as provided in this Indenture. The Bonds and the interest thereon shall not constitute general obligations of the City, the State or any political subdivision thereof, and neither the City, the State or related political subdivision thereof shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional, charter or statutory debt limitation or restriction, and are not payable in any manner by taxation.

Section 203. Denomination, Number and Dating of the Bonds.

(a) The Bonds shall be issuable in the form of one fully-registered Bond, in substantially the form set forth in **Exhibit C** hereto, in the denomination of \$0.01 or any multiple thereof.

(b) The Bonds shall be dated by the Trustee as of the date of initial delivery thereof as provided herein. If the Bonds are at any time thereafter transferred, any replacement Bonds shall be dated as of the date of authentication thereof.

Section 204. Method and Place of Payment of Bonds.

(a) The principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for payment of public and private debts.

(b) Payment of the principal of the Bonds shall be made upon the presentation and surrender of such Bonds at the principal payment office of any Paying Agent named in the Bonds. The payment of principal on the Bonds shall be noted on the Bonds on **Schedule I** thereto and the registration books maintained by the Trustee pursuant to **Section 206**. Payment of the interest on the Bonds shall be made by the Trustee on each Payment Date to the Person appearing on the registration books of the Trustee hereinafter provided for as the Owner thereof on the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Payment Date by check or draft mailed to such Owner at such Owner's address as it appears on such registration books.

(c) The Bonds and the original **Schedule I** thereto shall be held by the Trustee in trust, unless otherwise directed in writing by the Owner. If the Bonds are held by the Trustee, the Trustee shall, upon written request, send a revised copy of **Schedule I** via facsimile or other electronic means to the Owner, the Company (if not the Owner) and the City. Absent manifest error, the amounts shown on **Schedule I** as noted by the Trustee shall be conclusive evidence of the principal amount paid on the Bonds.

(d) If there is one Owner of the Bonds, the Trustee is authorized to make the final or any interim payments of principal on such Bonds by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated in writing by such Owner and located in the continental United States. The Trustee is also authorized to make interest payments on such Bonds by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated by such Owner and located in the continental United States. If the Company is the Owner of all the Bonds Outstanding, payments of principal and interest on the Bonds may be made via a transaction entry on the trust records held by the Trustee and Paying Agent.

Section 205. Execution and Authentication of Bonds.

(a) The Bonds shall be executed on behalf of the City by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of the City Clerk, and shall have the corporate seal of the City affixed thereto or imprinted thereon. If any officer whose signature or facsimile thereof appears on the Bonds ceases to be such officer before the delivery of such Bond, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such Person had remained in office until delivery. Any Bond may be signed by such Persons as at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such Persons may not have been such officers.

(b) The Bonds shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in **Exhibit C** hereof, which shall be manually executed by the Trustee. No Bond shall be entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purposes until such Certificate of Authentication has been duly executed by the Trustee. The executed Certificate of Authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Indenture. The Certificate of Authentication on any Bond shall be deemed to have been duly executed if signed by any authorized signatory of the Trustee.

Section 206. Registration, Transfer and Exchange of Bonds.

(a) The Trustee shall keep books for the registration and for the transfer of Bonds as provided in this Indenture.

(b) The Bonds may be transferred only upon the books kept for the registration and transfer of Bonds upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or such Owner's attorney or legal representative in such form as

shall be satisfactory to the Trustee. The Owner shall have the right at any time to assign, transfer or convey the Bonds in whole as a single bond, but no such assignment, transfer or conveyance shall be effective as against the City unless and until such Owner has delivered to the City written notice thereof that discloses the name and address of the assignee and such assignment, transfer or conveyance shall be made only to (i) an affiliate of the Company, or (ii) banks, insurance companies or other financial institutions or their affiliates. In connection with any such transfer of the Bonds, the City and the Trustee shall receive an executed representation letter signed by the proposed assignee in substantially the form of **Exhibit D** hereto. Upon any such transfer, the City shall execute and the Trustee shall authenticate and deliver in exchange for such Bond a new fully registered Bond or Bonds, registered in the name of the transferee, of any denomination or denominations authorized by this Indenture, in an aggregate principal amount equal to the Outstanding principal amount of such Bond, of the same maturity and bearing interest at the same rate.

(c) In all cases in which Bonds are exchanged or transferred hereunder the provisions of any legend restrictions on the Bonds shall be complied with and the City shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this Indenture. All Bonds surrendered in any such exchange or transfer shall forthwith be cancelled by the Trustee. The City or the Trustee may make a reasonable charge for every such exchange or transfer of Bonds sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, and such charge shall be paid before any such new Bond shall be delivered. Neither the City nor the Trustee shall be required to make any such exchange or transfer of Bonds during the 15 days immediately preceding a Payment Date on the Bonds or, in the case of any proposed redemption of Bonds, during the 15 days immediately preceding the selection of Bonds for such redemption or after such Bonds or any portion thereof has been selected for redemption.

(d) If any Owner fails to provide a certified taxpayer identification number to the Trustee, the Trustee may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure, which amount may be deducted by the Trustee from amounts otherwise payable to such Owner under such Owner's Bond.

Section 207. Persons Deemed Owners of Bonds. As to any Bond, the Person in whose name the same is registered as shown on the bond registration books required by **Section 206** hereof shall be deemed and regarded as the absolute owner thereof for all purposes. Payment of or on account of the principal of and interest on any such Bond shall be made only to or upon the order of the Owner thereof or a legal representative thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

Section 208. Authorization of the Bonds.

(a) The Bonds are authorized for the purpose of providing funds to pay costs of the Project. The Bonds shall be dated as provided in **Section 203(b)** hereof, shall become due on **December 1, 2040** (subject to prior redemption as provided in **Article III**) and shall bear interest as specified in **Section 208(f)** hereof, payable on the dates specified in **Section 208(f)** hereof.

(b) The Trustee is hereby designated as the Paying Agent. The Owners of a majority of Bonds then Outstanding may designate a different Paying Agent upon written notice to the City and the Trustee.

(c) The Bonds shall be executed without material variance from the form and in the manner set forth in **Exhibit C** hereto and delivered to the Trustee for authentication. Prior to or simultaneously

with the authentication and delivery of the Bonds by the Trustee, there shall be filed with the Trustee the following:

(1) A copy of the Ordinance passed by the City Council authorizing the issuance of the Bonds and the execution of this Indenture, the Bond Purchase Agreement and the Lease;

(2) Copies of executed counterparts of this Indenture, the Lease, the Development Agreement and the Bond Purchase Agreement;

(3) A representation letter from the Purchaser in substantially the form attached as **Exhibit D** hereto;

(4) A request and authorization to the Trustee on behalf of the City, executed by the Authorized City Representative, to authenticate the Bonds and deliver the same to the Purchaser upon payment, for the account of the City, of the purchase price thereof specified in the Bond Purchase Agreement. The Trustee shall be entitled to conclusively rely upon such request and authorization as to names of the purchaser and the amount of such purchase price; and

(5) An opinion of counsel nationally recognized on the subject of municipal bonds to the effect that the Bonds constitute valid and legally binding limited and special revenue obligations of the City.

(d) When the documents specified in subsection (c) of this Section have been filed with the Trustee, and when the Bonds have been executed and authenticated as required by this Indenture, the Purchaser shall pay the Closing Price of the Bonds to the Trustee, and the Trustee shall endorse the Bonds in an amount equal to the Closing Price and then either hold the Bonds in trust or if so directed in writing deliver the Bonds to or upon the order of the Purchaser.

(e) Following the initial issuance and delivery of the Bonds, the Company may submit additional requisition certificates in accordance with **Section 4.4** of the Lease, and the Trustee shall endorse the Bonds in an amount equal to the amount set forth in each requisition certificate. The Trustee shall be entitled to rely upon a written waiver of receipt and payment of such amounts as long as the Company and the Owner are the same entity. The date of endorsement of each Principal Amount Advanced as set forth on **Schedule I** to the Bonds shall be the date of the City's approval of each requisition certificate. The Trustee shall keep a record of the total requisitions submitted, and shall notify the City if the requisitions submitted exceed the maximum Cumulative Outstanding Principal Amount of the Bonds permitted hereunder.

(f) The Bonds shall bear interest at the rate of **4.00%** per annum on the Cumulative Outstanding Principal Amount of the Bonds. Such interest shall be payable in arrears on each December 1, commencing on December 1, 2022, and continuing thereafter until the Cumulative Outstanding Principal Amount is paid in full; provided that the aggregate maximum principal amount shall not exceed \$57,200,000 and further provided that the Bonds shall be paid in full no later than **December 1, 2040**. Interest shall be calculated on the basis of a year of 360 days consisting of twelve months of 30 days each, and the payment of which will be reflected via a transaction entry on the trust records held by the Trustee and Paying Agent.

(g) The Trustee shall keep and maintain a record of the amount deposited into the Project Fund pursuant to the terms of this Indenture as "Principal Amount Advanced" and shall enter the aggregate principal amount of the Bonds then Outstanding on its records as the "Cumulative Outstanding Principal Amount." On each date upon which a portion of the Cumulative Outstanding Principal Amount

is paid to the Owners, pursuant to the redemption provisions of this Indenture, the Trustee shall enter on its records the principal amount paid on the Bonds as “Principal Amount Redeemed,” and shall enter the then Outstanding principal amount of the Bonds as “Cumulative Outstanding Principal Amount.” The records maintained by the Trustee as to amounts deposited into the Project Fund or principal amounts paid on the Bonds shall be the official records of the Cumulative Outstanding Principal Amount for all purposes and shall be in substantially the form of the Table of Cumulative Outstanding Principal Amount as set out in the form of Bonds in **Exhibit C** hereto. If any moneys are deposited by the Trustee into the Project Fund, then the Trustee shall provide a statement of receipts and disbursements with respect thereto to the City and the Company upon written request. After the Project has been completed and the certificate of payment of all costs is filed as provided in **Section 504** hereof, the Trustee, upon written request, to the extent it has not already done so pursuant to this Section or **Section 1012** hereof, shall file a final statement of receipts and disbursements with respect thereto with the City and the Company.

Section 209. Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond becomes mutilated, or is lost, stolen or destroyed, the City shall execute and the Trustee shall authenticate and deliver a new Bond of like series, date and tenor as the Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the City and the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to the Trustee to save each of the City and the Trustee harmless. If any such Bond has matured, instead of delivering a substitute Bond, the Trustee may pay the same without surrender thereof. Upon the issuance of any substitute Bond, the City and the Trustee may require the payment of an amount sufficient to reimburse the City and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

Section 210. Cancellation and Destruction of Bonds Upon Payment.

(a) All Bonds which have been paid or redeemed or which the Trustee has purchased or which have otherwise been surrendered to the Trustee under this Indenture, either at or before maturity shall be cancelled by the Trustee immediately upon the payment, redemption or purchase of such Bonds and the surrender thereof to the Trustee.

(b) All Bonds cancelled under any of the provisions of this Indenture shall be destroyed by the Trustee. The Trustee shall execute a certificate describing the Bonds so destroyed, and shall file executed counterparts of such certificate with the City and the Company.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds.

(a) The Bonds are subject to redemption and payment at any time before the stated maturity thereof, at the option of the City, upon written instructions from the Company, (1) in whole, if the Company exercises its option to purchase the Project and deposits an amount sufficient to effect such purchase pursuant to the Lease on the applicable redemption date, or (2) in part, if the Company prepays additional Basic Rent pursuant to the Lease. If only a portion of the Bonds are to be redeemed, (1) Bonds aggregating 10% of the maximum aggregate principal amount of Bonds authorized hereunder shall not be subject to redemption and payment before the stated maturity thereof, and (2) the Trustee shall keep a record of the amount of Bonds to remain Outstanding following such redemption. Any redemption of

Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date.

(b) The Bonds are subject to mandatory redemption, in whole or in part, to the extent of amounts deposited in the Bond Fund pursuant to **Sections 9.1(f) or 9.2(c)** of the Lease, in the event of substantial damage to or destruction or condemnation of substantially all of the Project. Bonds to be redeemed pursuant to this paragraph shall be called for redemption by the Trustee on the earliest practicable date for which timely notice of redemption may be given as provided hereunder. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date. Before giving notice of redemption to the Owners pursuant to this paragraph (b), money in an amount equal to the redemption price shall have been deposited in the Bond Fund.

(c) The Bonds are subject to mandatory redemption, in whole, on December 1 in the year in which the final PILOT payment is due under the Development Agreement. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date.

(d) At its option, the Company may deliver to the Trustee for cancellation any Bonds owned by the Company and not previously paid, and the Company shall receive a credit against the amounts payable by the Company for the redemption of such Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest.

Section 302. Effect of Call for Redemption. Before or on the date fixed for redemption, funds, Government Securities, or a combination thereof, shall be placed with the Trustee which are sufficient to pay the Bonds called for redemption and accrued interest thereon, if any, to the redemption date. Upon the happening of the above conditions and appropriate written notice having been given, the Bonds or the portions of the principal amount of Bonds thus called for redemption shall cease to bear interest on the specified redemption date, and shall no longer be entitled to the protection, benefit or security of this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture. If the Bonds are fully redeemed before maturity and an amount of money equal to the Trustee's and the Paying Agent's agreed to fees and expenses hereunder accrued and to accrue in connection with such redemption is paid or provided for, the City shall, at the Company's direction, deliver to the Company the items described in **Section 11.2** of the Lease.

Section 303. Notice of Redemption. If the Bonds are to be called for redemption as provided in **Section 301(a)** hereof, the Company shall deliver written notice to the City and the Trustee that it has elected to redeem all or a portion of the Bonds at least 40 days (10 days if the Company is the Owner) prior to the scheduled redemption date. The Trustee shall then deliver written notice to the Owners at least 30 days (five days if the Company is the Owner) prior to the scheduled redemption date by facsimile and by first-class mail stating the date upon which the Bonds will be redeemed and paid, unless such notice period is waived by the Owners in writing.

ARTICLE IV

FORM OF BONDS

Section 401. Form Generally. The Bonds and the Trustee's Certificate of Authentication to be endorsed thereon shall be issued in substantially the forms set forth in **Exhibit C**. The Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any

applicable rules and regulations of any governmental authority or any custom, usage or requirements of law with respect thereto.

ARTICLE V

CUSTODY AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Funds. There are hereby created and ordered to be established in the custody of the Trustee the following separate special trust funds in the name of the City: “City of North Kansas City, Missouri, Project Fund – 23rd & Swift” (herein called the “Project Fund”).

Section 502. Deposits into the Project Fund. The proceeds of the sale of the Bonds (whether actually paid or deemed paid under **Section 208(e)** hereof), including Additional Payments provided for in the Bond Purchase Agreement, when received, excluding such amounts required to be paid into the Bond Fund pursuant to **Section 602** hereof, shall be deposited by the Trustee into the Project Fund. Any money received by the Trustee from any other source for the purpose of purchasing and improving the Project shall pursuant to any directions from the Person depositing such moneys also be deposited into the Project Fund.

Section 503. Disbursements from the Project Fund.

(a) The moneys in the Project Fund shall be disbursed by the Trustee for the payment of, or reimbursement to the Company (or any other party that has made payment on behalf of the Company) for payment of, Project Costs upon receipt of requisition certificates signed by the Authorized Company Representative in accordance with the provisions of **Article IV** of the Lease. The Trustee hereby covenants and agrees to disburse such moneys in accordance with such provisions.

(b) If, pursuant to **Section 208(d)**, the Trustee is deemed to have deposited into the Project Fund the amount specified in the requisition certificates submitted by the Company, the Trustee shall upon endorsement of the Bonds in an equal amount be deemed to have disbursed such funds from the Project Fund to the Company (or such other purchaser designated by the Company) in satisfaction of the requisition certificate.

(c) In paying any requisition under this Section, the Trustee may rely as to the completeness and accuracy of all statements in such requisition certificate if such requisition certificate is signed by the Authorized Company Representative. If the City so requests in writing, a copy of each requisition certificate submitted to the Trustee for payment under this Section shall be promptly provided by the Trustee to the City. The City hereby authorizes and directs the Trustee to make disbursements in the manner and as provided for by the aforesaid provisions of the Lease.

Section 504. Completion of the Project. The completion of the Project and all costs and expenses incident thereto shall be evidenced by the filing with the Trustee of the certificate required by the provisions of **Section 4.6** of the Lease. As soon as practicable any balance remaining in the Project Fund shall without further authorization be transferred to and deposited in the Bond Fund and applied as provided in **Section 4.6** of the Lease.

Section 505. Disposition Upon Acceleration. If the principal of the Bonds has become due and payable pursuant to **Section 902** hereof, upon the date of payment by the Trustee of any moneys due as hereinafter provided in **Article IX**, any balance remaining in the Project Fund shall without further

authorization be deposited in the Bond Fund by the Trustee, with advice to the City and to the Company of such action.

ARTICLE VI

REVENUES AND FUNDS

Section 601. Creation of the Bond Fund. There is hereby created and ordered established in the custody of the Trustee a special trust fund in the name of the City to be designated the “City of North Kansas City, Missouri, Bond Fund – 23rd & Swift” (herein called the “Bond Fund”).

Section 602. Deposits Into the Bond Fund. The Trustee shall deposit into the Bond Fund, as and when received, (a) all Basic Rent payable by the Company to the City specified in **Section 5.1** of the Lease; (b) any Additional Rent payable by the Company specified in **Section 5.2** of the Lease (with the exception of amounts described in **Section 5.2(d)** of the Lease, which shall be paid directly to the City or as otherwise directed under the Development Agreement); (c) any amount in the Project Fund to be transferred to the Bond Fund pursuant to **Section 504** hereof upon completion of the Project or pursuant to **Section 505** hereof upon acceleration of the Bonds; (d) the balance of any Net Proceeds (as defined in the Lease) of condemnation awards or insurance received by the Trustee pursuant to **Article IX** of the Lease; (e) the amounts to be deposited in the Bond Fund pursuant to **Sections 9.1(f)** and **9.2(c)** of the Lease; (f) all interest and other income derived from investments of Bond Fund moneys as provided in **Section 702** hereof; and (g) all other moneys received by the Trustee under and pursuant to any of the provisions of the Lease when accompanied by directions from the Person depositing such moneys that such moneys are to be paid into the Bond Fund. Unless the Company is exercising its right of offset pursuant to **Section 5.1** of the Lease, the Trustee shall notify the Company in writing, at least 15 days prior to each date on which a payment is due under **Section 5.1** of the Lease, of the amount that is payable by the Company pursuant to such Section.

Section 603. Application of Moneys in the Bond Fund.

(a) Except as provided in **Section 605** and **Section 908** hereof or in **Section 4.6(a)** of the Lease, moneys in the Bond Fund shall be expended solely for the payment of the principal of and the interest on the Bonds as the same mature and become due or upon the redemption thereof prior to maturity; provided, however, that any amounts received by the Trustee as Additional Rent under **Section 5.2** of the Lease and deposited to the Bond Fund as provided in **Section 602** above, shall be expended by the Trustee for such items of Additional Rent as they are received or due without further authorization from the City.

(b) The City hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay the principal of and the interest on the Bonds as the same become due and payable and to make said funds so withdrawn available to the Paying Agent for the purpose of paying said principal and interest. To the extent the Company is the Owner of all of the Bonds Outstanding, payment may be made via transaction entry on the trust records held by Trustee.

(c) Whenever the amount in the Bond Fund from any source whatsoever is sufficient to redeem all of the Bonds Outstanding and to pay interest to accrue thereon prior to such redemption, the City covenants and agrees, upon request of the Company, to take and cause to be taken the necessary steps to redeem all such Bonds on the next succeeding redemption date for which the required redemption notice may be given or on such later redemption date as may be specified by the Company. The Trustee may use any moneys in the Bond Fund to redeem a part of the Bonds Outstanding in accordance with and

to the extent permitted by **Article III** hereof so long as the Company is not in default with respect to any payments under the Lease and to the extent said moneys are in excess of the amount required for payment of Bonds theretofore matured or called for redemption and past due interest, if any, in all cases when such Bonds have not been presented for payment.

Section 604. Payments Due on Days Other Than Business Days. In any case where the date of maturity of principal of or interest, if any, on the Bonds or the date fixed for redemption of any Bonds is not a Business Day, then payment of principal or interest, if any, need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest, if any, shall continue to accrue for the period after such date.

Section 605. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the City to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall without liability for interest thereon repay to the Company the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Company, and the Owner thereof shall be entitled to look only to the Company for payment, and then only to the extent of the amount so repaid, and the Company shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 606. Repayment to the Company from the Bond Fund. After payment in full of the principal of and interest, if any, on the Bonds (or provision has been made for the payment thereof as provided in this Indenture), and the fees, charges and expenses of the Trustee, the City and any Paying Agent and any other amounts required to be paid under this Indenture and the Lease and any amounts payable to the City under the Development Agreement, all amounts remaining in the Bond Fund shall be paid to the Company upon the expiration or sooner termination of the Lease.

ARTICLE VII

SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 701. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for account of the Bond Fund or the Project Fund under any provision of this Indenture, and all moneys deposited with or paid to any Paying Agent under any provision of this Indenture, shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture and the Lease, and, until used or applied as herein provided, shall constitute part of the Trust Estate and be subject to the lien hereof. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon in writing.

Section 702. Investment of Moneys in Project Fund and Bond Fund. Moneys held in the Project Fund and the Bond Fund shall, pursuant to written direction of the Company, signed by the Authorized Company Representative, be separately invested and reinvested by the Trustee in Investment Securities which mature or are subject to redemption by the Owner prior to the date such funds will be

needed. If the Company fails to provide written directions concerning investment of moneys held in the Project Fund and the Bond Fund, the Trustee is authorized to invest in such Investment Securities specified in paragraph (e) of the definition of Investment Securities, provided they mature or are subject to redemption prior to the date such funds will be needed. The Trustee is specifically authorized to implement its automated cash investment system to assure that cash on hand is invested and to charge its normal cash management fees and cash sweep account fees, which may be deducted from income earned on investments; provided that any such fees shall not exceed the interest income on the investment. Any such Investment Securities shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund in which such moneys are originally held, and the interest accruing thereon and any profit realized from such Investment Securities shall be credited to such fund, and any loss resulting from such Investment Securities shall be charged to such fund. After the Trustee has notice pursuant to **Section 1001(h)** hereof of the existence of an Event of Default, the Trustee shall direct the investment of moneys in the Bond Fund and the Project Fund. The Trustee shall sell and reduce to cash a sufficient amount of such Investment Securities whenever the cash balance in any Fund is insufficient for the purposes of such Fund. In determining the balance in any Fund, investments in such Fund shall be valued at the lower of their original cost or their fair market value as of the most recent Payment Date. The Trustee may make any and all investments permitted by the provisions of this Section through its own bond department or any affiliate or short-term investment department. The Trustee may rely on the investment directions of the Authorized Company Representative as to both the suitability and legality of the directed investments.

Section 703. Record Keeping. The Trustee shall maintain records designed to show compliance with the provisions of this Article and with the provisions of **Article VI** hereof for at least six years after the payment of all of the Outstanding Bonds.

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

Section 801. Payment of Principal and Interest. The City covenants and agrees that it will, but solely from the rents, revenues and receipts derived from the Project and the Lease as described herein, deposit or cause to be deposited in the Bond Fund sufficient sums payable under the Lease promptly to meet and pay the principal of and the interest on the Bonds as they become due and payable at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof. Nothing herein shall be construed as requiring the City to operate the Project as a business other than as lessor or to use any funds or revenues from any source other than funds and revenues derived from the Project.

Section 802. Authority to Execute Indenture and Issue Bonds. The City covenants that it is duly authorized under the Constitution and laws of the State to execute this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken; that the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the City according to the import thereof.

Section 803. Performance of Covenants. The City covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds and in all proceedings of its governing body pertaining thereto. The Trustee may take such action as it deems appropriate to enforce all such covenants, undertakings, stipulations and provisions of the City hereunder.

Section 804. Instruments of Further Assurance. The City covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such Supplemental Indentures and such further acts, instruments, financing statements and other documents as the Trustee may reasonably require for the better pledging and assigning unto the Trustee the property and revenues herein described to the payment of the principal of and interest, if any, on the Bonds. The City covenants and agrees that, except as herein and in the Lease provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Project or the rents, revenues and receipts derived therefrom or from the Lease, or of its rights under the Lease.

Section 805. Recordings and Filings. The City shall file or cause to be kept and filed all financing statements, and hereby authorizes the Trustee to file or cause to be kept and filed continuation statements with respect to such originally filed financing statements, if any, related to this Indenture and all supplements hereto and such other documents as may be required under the Uniform Commercial Code in order to fully preserve and protect the security of the Owners and the rights of the Trustee hereunder. The City will cooperate in causing this Indenture and all Supplemental Indentures, the Lease and all Supplemental Leases and all other security instruments to be recorded and filed in such manner and in such places as may be required by law in order to fully preserve and protect the security of the Owners and the rights of the Trustee hereunder.

Section 806. Inspection of Project Books. The City covenants and agrees that all books and documents in its possession relating to the Project and the rents, revenues and receipts derived from the Project shall at all times be open to inspection by such accountants or other agencies as the Trustee may from time to time designate.

Section 807. Enforcement of Rights Under the Lease. The City covenants and agrees that it will enforce all of its rights and all of the obligations of the Company (at the expense of the Company) under the Lease to the extent necessary to preserve the Project in good repair and reasonably safe operating condition, and to protect the rights of the Trustee and the Owners hereunder with respect to the pledge and assignment of the rents, revenues and receipts coming due under the Lease; provided that, the City and the Trustee, as its assignee, shall refrain from enforcing any such right or obligation (except for the rights of the City or the Trustee to receive payments owing to either of them for their own account under the Indenture, the Lease, the Development Agreement or any other agreement related to the Bonds or for their rights of indemnification or to be protected from liabilities by insurance policies required by the Lease) if so directed in writing by the Owners of 100% of the Outstanding Bonds. The City agrees that the Trustee, as assignee of the rentals and other amounts to be received by the City and paid by the Company under the Lease, or in its name or in the name of the City, may enforce all rights of the City to receive such rentals and other amounts and all obligations of the Company to pay such rentals and other amounts under and pursuant to the Lease for and on behalf of the Owners, whether or not the City is in default hereunder. So long as not otherwise provided in this Indenture, the Company shall be permitted to possess, use and enjoy the Project so as to carry out its obligations under the Lease.

ARTICLE IX

DEFAULT AND REMEDIES

Section 901. Events of Default; Notice; Opportunity to Cure. If any of the following events occur, it is hereby defined as and declared to be and to constitute an “Event of Default”:

- (a) Default in the due and punctual payment of the principal on any Bond, whether at the stated maturity or accelerated maturity thereof, or at any date fixed for redemption thereof;
- (b) Default in the due and punctual payment of the interest on any Bond, whether at the stated maturity or accelerated maturity thereof, or at any date fixed for redemption thereof; or
- (c) Default as specified in **Section 12.1** of the Lease shall have occurred.

No default specified above shall constitute an Event of Default until actual notice of such default by registered or certified mail has been given by the City, the Company, the Trustee or by the Owners of 25% in aggregate principal amount of all Bonds Outstanding to the Company or the City (as the case may be), and the Company or the City (as the case may be) has had 30 days after receipt of such notice to correct said default or cause said default to be corrected and has not corrected said default or caused said default to be corrected within such period; provided, however, if any such default (other than a default in the payment of any money) is such that it cannot be corrected within such period, it shall not constitute an Event of Default if corrective action is instituted by the Company or the City (as the case may be) within such period and diligently pursued until the default is corrected.

Section 902. Acceleration of Maturity in Event of Default; Rescission. If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, the Trustee may, and upon the written request of the Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding, shall, by notice in writing delivered to the City and the Company, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable. At any time after such a declaration of acceleration has been made, but before any judgment or decree for payment of money due on any Bonds has been obtained by the Trustee as provided in this Article, the owners of a majority in principal amount of the Bonds Outstanding may, by written notice to the Company and Trustee but with the written consent of the City, rescind and annul such declaration and its consequences if: (a) there is deposited with the Trustee a sum sufficient to pay: (1) all overdue installments of interest on all Bonds; (2) the principal of (and premium, if any, on) any Bonds which have become due otherwise than by such declaration of acceleration and interest thereon at the rate or rates prescribed therefor in such Bonds; and (3) all sums paid or advanced by the Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel; and (b) all Events of Default or defaults, other than the non-payment of the principal of Bonds which have become due solely by such declaration of acceleration, have been cured or have been waived as provided in **Section 910** of this Indenture.

Section 903. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession. If an Event of Default has occurred and is continuing, the City, upon demand of the Trustee, shall forthwith surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers and accounts of the City pertaining thereto, and including the rights and the position of the City under the Lease, and to hold, operate and manage the same, and from time to time make all needful repairs and improvements. The Trustee may lease the Project or any part thereof, in the name and for account of the City, and collect, receive and sequester the rents, revenues and receipts therefrom, and out of the same and any moneys received from any receiver of any part thereof pay, and set up proper reserves for the payment of all proper costs and expenses of so taking, holding and managing the same, including without limitation (a) reasonable compensation to the Trustee, its agents and counsel, (b) any reasonable charges of the Trustee hereunder, (c) any taxes and assessments and other charges prior to the lien of this Indenture, (d) all expenses of such repairs and improvements, and (e) any amounts payable to the City under the Development Agreement. The Trustee shall apply the remainder of the moneys so received in

accordance with the provisions of **Section 908** hereof. Whenever all that is due upon the Bonds has been paid and all defaults cured, the Trustee shall surrender possession of the Trust Estate to the City, its successors or assigns, the same right of entry, however, to exist upon any subsequent Event of Default. While in possession of such property, the Trustee shall render annually to the City and the Company a summarized statement of receipts and expenditures in connection therewith.

Section 904. Appointment of Receivers in Event of Default. If an Event of Default has occurred and is continuing, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate or any part thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 905. Exercise of Remedies by the Trustee.

(a) Upon the occurrence of an Event of Default, the Trustee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of and interest on the Bonds then Outstanding and all other amounts due hereunder, and to enforce and compel the performance of the duties and obligations of the City or the Company as herein set forth or as set forth in the Lease, respectively

(b) If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, and if requested to do so by (1) the City (in the case of an Event of Default pursuant to **Section 12.1(b), (c), (d), (e)** or **(f)** of the Lease), or (2) the Owners of 25% in aggregate principal amount of Bonds then Outstanding and indemnified as provided in subsection (l) of **Section 1001** hereof, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, shall deem most expedient and in the interests of the City or the Owners, as the case may be.

(c) All rights of action under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without necessity of joining as plaintiffs or defendants any Owners, and any recovery of judgment shall, subject to the provisions of **Section 908** hereof, be for the equal benefit of all the Owners of the Outstanding Bonds.

Section 906. Limitation on Exercise of Remedies by Owners. No Owner shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless (a) a default has occurred of which the Trustee has been notified as provided in **Section 1001(h)** or of which by said subsection the Trustee is deemed to have notice, (b) such default has become an Event of Default, (c) the Owners of 25% in aggregate principal amount of Bonds then Outstanding have made written request to the Trustee, have offered it reasonable opportunity either to proceed for such reasonable period not to exceed 60 days following such notice and to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and have offered to the Trustee indemnity as provided in **Section 1001(l)**, and (d) the Trustee thereafter fails or refuses to exercise the powers herein granted or to institute such action, suit or proceeding in its own name; such notification, request and offer of indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder it being understood and intended that no one or more Owners shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by their action or to

enforce any right hereunder except in the manner herein provided, and that all proceedings at law or equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Bonds then Outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Owner to payment of the principal of and interest on any Bond at and after the maturity thereof or the obligation of the City to pay the principal of and interest on each of the Bonds issued hereunder to the respective Owners thereof at the time, place, from the source and in the manner herein and in the Bonds expressed.

Section 907. Right of Owners to Direct Proceedings.

(a) The Owners of a majority in aggregate principal amount of Bonds then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, including **Section 1001(l)** hereof.

(b) Notwithstanding any provision in this Indenture to the contrary, including paragraph (a) of this Section, the Owners shall not have the right to control or direct any remedies hereunder upon an Event of Default under **Section 12.1(b), (c), (d), (e) or (f)** of the Lease.

Section 908. Application of Moneys in Event of Default.

(a) All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of any amounts payable to the City under the Development Agreement, of the cost and expenses of the proceedings resulting in the collection of such moneys and of the fees, expenses, liabilities and advances incurred or made by the Trustee (including any attorneys' fees and expenses) or amounts to be paid pursuant to **Section 903** hereof, be deposited in the Bond Fund and all moneys so deposited in the Bond Fund shall be applied as follows:

(1) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

FIRST -- To the payment to the Persons entitled thereto of all installments of interest, if any, then due and payable on the Bonds, in the order in which such installments of interest became due and payable, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege;

SECOND -- To the payment to the Persons entitled thereof of the unpaid principal of any of the Bonds which shall have become due and payable (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment, ratably, according to the amount of principal due on such date, to the Persons entitled thereto without any discrimination or privilege.

(2) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest, if any, then due and unpaid on all of the Bonds, without preference or priority of

principal over interest or of interest over principal or of any installment of interest over any other installment of interest or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Person entitled thereto, without any discrimination or privilege.

(3) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of **Section 910**, then, subject to the provisions of subsection (2) of this Section in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (1) of this Section.

(b) Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times and from time to time as the Trustee shall determine, having due regard to the amount of such moneys available and which may become available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be a Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue.

(c) Whenever all of the Bonds and interest thereon, if any, have been paid under the provisions of this Section, and all fees, expenses and charges of the City and the Trustee and any other amounts required to be paid under this Indenture and the Lease have been paid (including any amounts payable to the City under the Development Agreement), any balance remaining in the Bond Fund shall be paid to the Company as provided in **Section 603** hereof.

Section 909. Remedies Cumulative. No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Owners hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient. If the Trustee has proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry, or otherwise, and such proceedings have been discontinued or abandoned for any reason, or have been determined adversely, then and in every such case the City, the Company, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 910. Waivers of Events of Default. The Trustee shall waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest, if any, on Bonds, and only upon the written request of the Owners of at least 50% in aggregate principal amount of all the Bonds then Outstanding, provided, however, that (1) there shall not be waived without the consent of the City an Event of Default hereunder arising from an Event of Default under **Section 12.1(b), (c), (d) (e) or (f)** of the Lease, and (2) there shall not be waived without the consent of the Owners of all the Bonds Outstanding (a) any Event of Default in the payment of the principal of any Outstanding Bonds when due (whether at the date of maturity or redemption specified therein), or (b) any Event of Default in the payment when due of the interest on any such Bonds, unless prior to such waiver or rescission, all arrears of interest, or all arrears of payments of principal when due, as the case may be, and all reasonable expenses of the Trustee and the City (including attorneys' fees and expenses), in connection with such Event of Default, shall have been paid or provided for. In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case the City,

the Company, the Trustee and the Owners shall be restored to their former positions, rights and obligations hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

ARTICLE X

THE TRUSTEE

Section 1001. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) The Trustee, prior to the occurrence of an Event of Default and after the curing or waiver of all Events of Default that may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If any Event of Default has occurred and is continuing, subject to **Section 1001(i)** below, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and shall use the same degree of care and skill in their exercise, as a prudent Person would exercise or use under the circumstances in the conduct of its own affairs.

(b) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, affiliates, attorneys or receivers and shall not be responsible for any misconduct or negligence on the part of any agent, attorney or receiver appointed or chosen by it with due care. The Trustee may conclusively rely upon and act or refrain from acting upon any opinion or advice of counsel, who may be counsel to the City, concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such agents, attorneys and receivers as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action or inaction by it taken or omitted to be taken in good faith in reliance upon such opinion or advice of counsel addressed to the City and the Trustee.

(c) The Trustee shall not be responsible for any recital herein or in the Bonds (except with respect to the Certificate of Authentication of the Trustee endorsed on the Bonds), or except as provided in **Section 805** hereof and in the Lease and particularly **Section 10.8** thereof, for the recording or rerecording, filing or refiling of this Indenture or any security agreement in connection therewith (excluding the continuation of Uniform Commercial Code financing statements), or for insuring the Project or collecting any insurance moneys, or for the validity of the execution by the City of this Indenture or of any Supplemental Indentures or instruments of further assurance, or for the sufficiency of the security of the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with **Article VII** hereof.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated and delivered hereunder. The Trustee, in its individual or any other capacity, may become the Owner or pledgee of Bonds with the same rights that it would have if it were not Trustee. The Trustee shall not be accountable for the use or application by the City or the Company of the proceeds of any of the Bonds or of any money paid to or upon the order of the City or Company under any provision of this Indenture.

(e) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, affidavit, letter, telegram or other paper or document provided for under this Indenture believed by it to be genuine and correct and to have been signed, presented or sent by the proper Person or Persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any Person who, at the time of making such request or giving such authority or consent is an Owner, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee shall be entitled to rely upon a certificate signed by the Authorized City Representative or an Authorized Company Representative as sufficient evidence of the facts therein contained, and prior to the occurrence of a default of which the Trustee has been notified as provided in subsection (h) of this Section or of which by said subsection it is deemed to have notice, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee is under no duty to perform an independent investigation as to any statement or fact contained in any such certificate, opinion or advice it obtains regarding the accuracy or truth of any statement or correctness of any opinion. The Trustee shall not be liable for any action or inaction taken in good faith in reliance on such a certificate or any advice received from counsel, and the Trustee may conclusively rely as to the truth of the statements and the correctness of the opinions or statements expressed therein.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct. In no event shall the Trustee be liable for consequential damages. The Trustee shall not be liable for any act or omission, in the absence of bad faith, when the Trustee reasonably believes the act or failure to act is authorized and within its powers to perform under the Indenture.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the City to cause to be made any of the payments to the Trustee required to be made in **Article VI** hereof, unless the Trustee is specifically notified in writing of such default by the City or by the Owners of at least 25% in aggregate principal amount of all Bonds then Outstanding.

(i) At any and all reasonable times and subject to the Company's reasonable and standard security procedures, the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right, but shall not be required, to inspect any and all of the Project, and all books, papers and records of the City pertaining to the Project and the Bonds, and to take such memoranda from and in regard thereto as may be desired. The Trustee shall treat all proprietary information of the Company as confidential.

(j) The Trustee shall not be required to give any bond or surety in respect to the execution of its trusts and powers hereunder or otherwise in respect of the Project.

(k) The Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any

action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee deemed desirable for the purpose of establishing the right of the City to the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) Notwithstanding anything in the Indenture or the Lease to the contrary, before taking any action under this Indenture other than the payments from moneys on deposit in the Project Fund or the Bond Fund, as provided herein, the Trustee may require that satisfactory indemnity be furnished to it for the reimbursement of all costs and expenses to which it may be put and to protect it against all liability which it may incur in or by reason of such action, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.

(m) Notwithstanding any other provision of this Indenture to the contrary, any provision relating to the conduct of, intended to provide authority to act, right to payment of fees and expenses, protection, immunity and indemnification to the Trustee, shall be interpreted to include any action of the Trustee, whether it is deemed to be in its capacity as Trustee, bond registrar or Paying Agent.

Section 1002. Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to payment of and/or reimbursement for reasonable fees for its ordinary services rendered hereunder and all advances, agent and counsel fees and other ordinary expenses reasonably made or incurred by the Trustee in connection with such ordinary services. If it becomes necessary for the Trustee to perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the neglect or willful misconduct of the Trustee, it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent for the Bonds. Pursuant to the provisions of **Section 5.2** of the Lease, the Company has agreed to pay to the Trustee all reasonable fees, charges and expenses of the Trustee under this Indenture. The Trustee agrees that the City shall have no liability for any reasonable fees, charges and expenses of the Trustee, and the Trustee agrees to look only to the Company for the payment of all reasonable fees, charges and expenses of the Trustee and any Paying Agent as provided in the Lease. Upon the occurrence of an Event of Default and during its continuance, the Trustee shall have a lien with right of payment prior to payment on account of principal of or interest on any Bond, upon all moneys in its possession under any provisions hereof for the foregoing reasonable advances, fees, costs and expenses incurred.

Section 1003. Notice to Owners if Default Occurs. If a default occurs of which the Trustee is by **Section 1001(h)** hereof required to take notice or if notice of default is given as in said subsection (h) provided, then the Trustee shall give written notice thereof to the last known Owners of all Bonds then Outstanding as shown by the bond registration books required by **Section 206** to be kept at the corporate trust office of the Trustee.

Section 1004. Intervention by the Trustee. In any judicial proceeding to which the City is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners, the Trustee may intervene on behalf of Owners and, subject to the provisions of **Section 1001(l)** hereof, shall do so if requested in writing by the Owners of at least 25% of the aggregate principal amount of Bonds then Outstanding.

Section 1005. Successor Trustee Upon Merger, Consolidation or Sale. With the prior written consent of the Company, any corporation or association into which the Trustee may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

Section 1006. Resignation of Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 30 days' written notice to the City, the Company and the Owners, and such resignation shall take effect at the end of such 30 days, or upon the earlier appointment of a successor Trustee by the Owners or by the City. The Trustee's rights to indemnity and to any fees, charges or other amounts due and payable to it shall survive such resignation.

Section 1007. Removal of Trustee. The Trustee may be removed at any time, with or without cause, by an instrument or concurrent instruments in writing (a) delivered to the Trustee, the City and the Company and signed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding, or (b) so long as no Event of Default under this Indenture or the Lease shall have occurred and be continuing, delivered to the Trustee, the City and the Owners and signed by the Company. The Trustee's rights to indemnity and to any fees, charges or other amounts due and payable to it shall survive such removal.

Section 1008. Appointment of Successor Trustee. If the Trustee hereunder resigns or is removed, or otherwise becomes incapable of acting hereunder, or if it is taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Trustee (a) reasonably acceptable to the City may be appointed by the Company (so long as no Event of Default has occurred and is continuing), or (b) reasonably acceptable to the City and the Company may be appointed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing; provided, nevertheless, that in case of such vacancy, the City, by an instrument executed and signed by its Mayor and attested by its City Clerk under its seal, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed in the manner above provided. Any such temporary Trustee so appointed by the City shall immediately and without further acts be superseded by the successor Trustee so appointed as provided above. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing and qualified to accept such trust having, or whose obligations are guaranteed by a financial institution having, a reported capital, surplus and undivided profits of not less than \$50,000,000. If no successor Trustee has been so appointed and accepted appointment in the manner herein provided, the Trustee or any Owner may petition any court of competent jurisdiction for the appointment of a successor Trustee, until a successor shall have been appointed as above provided.

Section 1009. Vesting of Trusts in Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City and the Company an instrument in writing accepting such appointment hereunder, and thereupon such successor shall, without any further act, deed or conveyance, become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor and the duties and obligations of such predecessor hereunder shall thereafter cease and terminate; but such predecessor shall, nevertheless, on the written request of the City, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder; every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the City be required by any

predecessor or successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

Section 1010. Right of Trustee to Pay Taxes and Other Charges. If any tax, assessment or governmental or other charge upon, or insurance premium with respect to, any part of the Project is not paid as required herein or in the Lease, the Trustee may pay such tax, assessment or governmental charge or insurance premium, without prejudice, however, to any rights of the Trustee or the Owners hereunder arising in consequence of such failure; any amount at any time so paid under this Section, with interest thereon from the date of payment at the rate of 10% per annum, shall become an additional obligation secured by this Indenture, and the same shall be given a preference in payment over any payment of principal of or interest on the Bonds, and shall be paid out of the proceeds of rents, revenues and receipts collected from the Project, if not otherwise caused to be paid; but the Trustee shall be under no obligation to make any such payment unless it shall have been requested to do so by the Owners of at least 25% of the aggregate principal amount of Bonds then Outstanding and shall have been provided adequate funds for the purpose of such payment.

Section 1011. Trust Estate May be Vested in Co-Trustee.

(a) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the State) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture or the Lease, and in particular in case of the enforcement of either on default or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee, or take any other action which may be desirable or necessary in connection therewith, it may be necessary or desirable that the Trustee appoint an additional individual or institution as a co-trustee or separate trustee, and the Trustee is hereby authorized to appoint such co-trustee or separate trustee.

(b) If the Trustee appoints an additional individual or institution as a co-trustee or separate trustee (which appointment shall, so long as no Event of Default has occurred and is continuing hereunder, be subject to the approval of the Company), each and every remedy, power, right, claim, demand, cause of action, immunity, title, interest and lien expressed or intended by this Indenture to be exercised by the Trustee with respect thereto shall be exercisable by such co-trustee or separate trustee but only to the extent necessary to enable such co-trustee or separate trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such co-trustee or separate trustee shall run to and be enforceable by either of them.

(c) Should any deed, conveyance or instrument in writing from the City be required by the co-trustee or separate trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to such co-trustee such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

(d) If any co-trustee or separate trustee shall die, become incapable of acting, resign or be removed, all the properties, rights, powers, trusts, duties and obligations of such co-trustee or separate trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a successor to such co-trustee or separate trustee.

Section 1012. Accounting. The Trustee shall render an annual accounting for the period ending December 31 of each year to the City, the Company and to any Owner requesting the same and,

upon the request of the Company or the Owner, a monthly accounting to the Company and the Owner, showing in reasonable detail all financial transactions relating to the Trust Estate during the accounting period and the balance in any funds or accounts created by this Indenture as of the beginning and close of such accounting period.

Section 1013. Performance of Duties Under the Lease. The Trustee hereby accepts and agrees to perform all duties and obligations assigned to it under the Lease.

ARTICLE XI

SUPPLEMENTAL INDENTURES

Section 1101. Supplemental Indentures Not Requiring Consent of Owners. The City and the Trustee may from time to time, without the consent of or notice to any of the Owners, enter into such Supplemental Indenture or Supplemental Indentures as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Indenture, or to make any other change which, in the judgment of the Trustee, is not to the material prejudice of the Trustee or the Owners;
- (b) To grant to or confer upon the Trustee for the benefit of the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners or the Trustee or either of them;
- (c) To more precisely identify any portion of the Project or to add additional property thereto;
- (d) To conform the Indenture to amendments to the Lease made by the City and the Company; or
- (e) To subject to this Indenture additional revenues, properties or collateral.

Section 1102. Supplemental Indentures Requiring Consent of Owners.

(a) Exclusive of Supplemental Indentures covered by **Section 1101** hereof and subject to the terms and provisions contained in this Section, and not otherwise, the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the City and the Trustee of such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary and desirable by the City for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that without the consent of the Owners of 100% of the principal amount of the Bonds then Outstanding, nothing in this Section contained shall permit or be construed as permitting (1) an extension of the maturity or a shortening of the redemption date of the principal of or the interest, if any, on any Bond issued hereunder, or (2) a reduction in the principal amount of any Bond or the rate of interest thereon, if any, or (3) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (4) a reduction in the aggregate principal amount of Bonds the Owners of which are required for consent to any such Supplemental Indenture.

(b) If at the time the City requests the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section, the Trustee shall cause notice of the proposed execution of such Supplemental Indenture to be mailed to each Owner as shown on the bond registration books required by **Section 206** hereof. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as may be prescribed by the City following the mailing of such notice, the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

Section 1103. Company's Consent to Supplemental Indentures. Anything herein to the contrary notwithstanding, a Supplemental Indenture under this Article that affects any rights of the Company shall not become effective unless and until the Company shall have consented in writing to the execution and delivery of such Supplemental Indenture. The Trustee shall cause notice of the proposed execution and delivery of any Supplemental Indenture (regardless of whether it affects the Company's rights) together with a copy of the proposed Supplemental Indenture to be mailed to the Company at least 15 days prior to the proposed date of execution and delivery of the Supplemental Indenture.

Section 1104. Opinion of Counsel. In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee and the City shall receive, and, shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture and will, upon the execution and delivery thereof, be a valid and binding obligation of the City. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's rights, duties or immunities under this Indenture or otherwise.

ARTICLE XII

SUPPLEMENTAL LEASES

Section 1201. Supplemental Leases Not Requiring Consent of Owners. The City and the Trustee shall, without the consent of or notice to the Owners, consent to the execution of any Supplemental Lease or Supplemental Leases by the City and the Company as may be required (a) by the provisions of the Lease and this Indenture, (b) for the purpose of curing any ambiguity or formal defect or omission in the Lease, (c) so as to more precisely identify the Project or add additional property thereto or (d) in connection with any other change therein which, in the judgment of the Trustee, does not materially and adversely affect the Trustee or security for the Owners.

Section 1202. Supplemental Leases Requiring Consent of Owners. Except for Supplemental Leases as provided for in **Section 1201** hereof, neither the City nor the Trustee shall consent to the execution of any Supplemental Lease or Supplemental Leases by the City or the Company without the mailing of notice and the obtaining of the written approval or consent of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding given and obtained as provided in **Section 1102** hereof. If at any time the City and the Company shall request the consent of the Trustee to any such proposed Supplemental Lease, the Trustee shall cause notice of such proposed Supplemental Lease to be mailed in the same manner as provided in **Section 1102** hereof with respect to

Supplemental Indentures. Such notice shall briefly set forth the nature of such proposed Supplemental Lease and shall state that copies of the same are on file in the corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as may be prescribed by the City following the mailing of such notice, the Owners of not less than 50% in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Lease shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

Section 1203. Opinion of Counsel. In executing or consenting to any Supplemental Lease permitted by this Article, the City and the Trustee shall receive, and shall be fully protected in relying upon, an opinion of counsel addressed to the Trustee and the City stating that the executing of such Supplemental Lease is authorized or permitted by this Indenture and the Lease and the applicable law and will upon the execution and delivery thereof be valid and binding obligations of the parties thereof.

ARTICLE XIII

SATISFACTION AND DISCHARGE OF INDENTURE

Section 1301. Satisfaction and Discharge of this Indenture.

(a) When the principal of and interest on all the Bonds have been paid in accordance with their terms or provision has been made for such payment, as provided in **Section 1302** hereof, and provision also made for paying all other sums payable hereunder and under the Lease and any amounts payable to the City under the Development Agreement, including the reasonable fees and expenses of the Trustee, the City and Paying Agent to the date of retirement of the Bonds, then the right, title and interest of the Trustee in respect hereof shall thereupon cease, determine and be void. Thereupon, the Trustee shall cancel, discharge and release this Indenture and shall upon the written request of the City or the Company execute, acknowledge and deliver to the City such instruments of satisfaction and discharge or release as shall be required to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the City (subject to the City's obligations under **Section 11.2** of the Lease) any property at the time subject to this Indenture which may then be in its possession, except amounts in the Bond Fund required to be paid to the Company under **Section 603** hereof and except funds or securities in which such funds are invested held by the Trustee for the payment of the principal of and interest on the Bonds.

(b) The City is hereby authorized to accept a certificate by the Trustee that the whole amount of the principal and interest, if any, so due and payable upon all of the Bonds then Outstanding has been paid or such payment provided for in accordance with **Section 1302** hereof as evidence of satisfaction of this Indenture, and upon receipt thereof shall cancel and erase the inscription of this Indenture from its records.

Section 1302. Bonds Deemed to be Paid.

(a) Bonds shall be deemed to be paid within the meaning of this Article when payment of the principal of and interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture, or otherwise), either (1) have been made or caused to be made in accordance with the terms thereof, or (2) have been provided for by depositing with the Trustee or other commercial bank or trust company having full trust powers and authorized to accept trusts in the

State in trust and irrevocably set aside exclusively for such payment (i) moneys sufficient to make such payment or (ii) Government Securities maturing as to principal and interest in such amount and at such times as will insure the availability of sufficient moneys to make such payment, or (3) have been provided for by surrendering the Bonds to the Trustee for cancellation. At such time as Bonds are deemed to be paid hereunder, as aforesaid, they shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of such payment from such moneys or Government Securities.

(b) Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed before the stated maturities thereof, no deposit under clause (2) of the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until, as to all such Bonds which are to be redeemed before their respective stated maturities, proper notice of such redemption shall have been given in accordance with **Article III** of this Indenture or irrevocable instructions shall have been given to the Trustee to give such notice.

(c) Notwithstanding any provision of any other section of this Indenture which may be contrary to the provisions of this Section, all moneys or Government Securities set aside and held in trust pursuant to the provisions of this Section for the payment of Bonds shall be applied to and used solely for the payment of the particular Bonds, with respect to which such moneys and Government Securities have been so set aside in trust.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401. Consents and Other Instruments by Owners. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in Person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds (other than the assignment of ownership of a Bond) if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any Person of any such instrument may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the Person signing such instrument acknowledged before him the execution thereof, or by affidavit of any witness to such execution; and

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the registration books of the City maintained by the Trustee pursuant to **Section 206** hereof.

Section 1402. Limitation of Rights Under this Indenture. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give any Person other than the parties hereto, and the Owners, if any, any right, remedy or claim under or in respect to this Indenture, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Owners, as herein provided.

Section 1403. Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Indenture to be given or filed with the City, the Trustee, the Company or Owners if the same is duly mailed, postage prepaid, sent by overnight delivery or other delivery service or sent by facsimile or electronic mail:

(a) To the City:

City of North Kansas City, Missouri
City Hall
2010 Howell Street
North Kansas City, Missouri 64116
Attention: City Administrator
Fax: (816) 421-5046

with a copy to:

City of North Kansas City, Missouri
City Hall
2010 Howell Street
North Kansas City, Missouri 64116
Attention: Thomas E. Barzee, Jr., City Counselor
Email: tebarzee@nkc.org

with a copy to:

Bryan Cave Leighton Paisner LLP
One Kansas City Place
1200 Main Street, Suite 3800
Kansas City, MO 64105-2122
Attention: Steve Sparks
Email: sssparks@bclplaw.com

(b) To the Trustee:

BOKF, N.A., as Trustee
2405 Grand Blvd., Suite 840
Kansas City, Missouri 64108
Attention: Corporate Trust Department
Email: dwoodard@bokf.com

(c) To the Company:

STAR NKC Propco, LLC
c/o 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

(d) To the Owners if the same is duly mailed by first class, registered or certified mail addressed to each of the Owners of Bonds at the time Outstanding as shown by the bond registration books required by **Section 206** hereof to be kept at the corporate trust office of the Trustee.

All notices given by certified or registered mail as aforesaid shall be deemed fully given as of the date they are so mailed; provided, however, that notice to the Trustee shall be effective only upon receipt. All notices given by overnight delivery or other delivery service shall be deemed fully given as of the date when received. All notices given by facsimile shall be deemed fully given as of the date when received. A duplicate copy of each notice, certificate or other communication given hereunder by either the City or the Trustee to the other shall also be given to the Company. The City, the Company and the Trustee may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 1404. Severability. If any provision of this Indenture shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

Section 1405. Execution in Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1406. Governing Law. This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1407. Electronic Storage. The parties agree that the transaction described herein may be conducted and related documents may be received, sent or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1408. Electronic Notice to Trustee. The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent in writing or by electronic notice, provided, however, that such instructions or directions shall be signed by an Authorized Company Representative. If the Company elects to give the instructions by electronic notice, the Trustee may deem such instructions controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. Pursuant to the Lease, the Company agrees to assume all risks arising out of the use of such electronic notice to submit

instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the City has caused this Indenture to be signed in its name and behalf by its Mayor and the seal of the City to be hereunto affixed and attested by the City Clerk, and to evidence its acceptance of the trusts hereby created, the Trustee has caused this Indenture to be signed in its name and behalf by its duly authorized officer, all as of the date first above written.

CITY OF NORTH KANSAS CITY, MISSOURI

By: _____

Name: Bryant DeLong

Title: Mayor

[SEAL]

ATTEST:

By: _____

Name: Crystal Doss

Title: City Clerk

BOKF, N.A.,
as Trustee

By _____
Name:
Title:

EXHIBIT A

PROJECT SITE

LOT 1, 23RD AND SWIFT APARTMENTS, A SUBDIVISION IN NORTH KANSAS CITY, CLAY COUNTY MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

EXHIBIT B

PROJECT IMPROVEMENTS

The Project Improvements consist of all improvements made on the Project Site and paid for with Bond proceeds.

EXHIBIT C

FORM OF BONDS

THIS BOND OR ANY PORTION HEREOF MAY BE TRANSFERRED, ASSIGNED OR NEGOTIATED ONLY AS PROVIDED IN THE HEREIN DESCRIBED INDENTURE.

No. __

Not to Exceed
\$ _____

**UNITED STATES OF AMERICA
STATE OF MISSOURI**

**CITY OF NORTH KANSAS CITY, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND
(23RD & SWIFT PROJECT)
SERIES 2021**

Interest Rate

Maturity Date

Dated Date

4.00%

December 1, 2040

_____, **2021**

OWNER:

**MAXIMUM
PRINCIPAL
AMOUNT:**

THE CITY OF NORTH KANSAS CITY, MISSOURI, a third-class city and municipal corporation organized and existing under the laws of the State of Missouri (the “City”), for value received, promises to pay, but solely from the source hereinafter referred to, to the Owner named above, or registered assigns thereof, on the Maturity Date shown above, the principal amount shown above, or such lesser amount as may be outstanding hereunder as reflected on **Schedule I** hereto held by the Trustee as provided in the hereinafter referred to Indenture. The City agrees to pay such principal amount to the Owner in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and in like manner to pay to the Owner hereof, either by check or draft mailed to the Owner at a stated address as it appears on the bond registration books of the City kept by the Trustee under the within mentioned Indenture or, in certain situations authorized in the Indenture, by internal bank transfer or by wire transfer to an account in a commercial bank or savings institution located in the continental United States. Interest on the Cumulative Outstanding Principal Amount (as hereinafter defined) at the per annum Interest Rate stated above, payable in arrears on each December 1, commencing on December 1, 2022, and continuing thereafter until the earlier of the date on which said Cumulative Outstanding Principal Amount is paid in full or the Maturity Date. Interest on each advancement of the principal amount of this Bond shall accrue from the date that such advancement is made, computed on the basis of a year of 360 days consisting of 12 months of 30 days each.

As used herein, the term “Cumulative Outstanding Principal Amount” means all Bonds Outstanding under the terms of the hereinafter-defined Indenture, as reflected on **Schedule I** hereto maintained by the Trustee.

THIS BOND is one of a duly authorized series of Bonds of the City designated “City of North Kansas City, Missouri, Taxable Industrial Development Revenue Bonds (23rd & Swift Project), Series 2021,” in the maximum aggregate principal amount of \$57,200,000 (the “Bonds”), to be issued for the purposes stated in the Indenture, all pursuant to the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and statutes of the State of Missouri, including particularly the Act, the charter of the City and pursuant to proceedings duly had by the Council of the City.

THIS BOND is issued under and is equally and ratably secured and entitled to the protection given by a Trust Indenture dated as of November 1, 2021 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the “Indenture”), between the City and BOKF, N.A., Kansas City, Missouri, as trustee (the “Trustee”). *Capitalized terms not defined herein shall have the meanings set forth in the Indenture.*

Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the City, the Trustee and the Owners, and the terms upon which the Bonds are issued and secured.

THIS BOND is subject to redemption and payment as described in the Indenture.

THE BONDS, including interest thereon, are special obligations of the City and are payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease and not from any other fund or source of the City, and are secured by a pledge and assignment of the Project and of such rents, revenues and receipts, including all rentals and other amounts to be received by the City under and pursuant to the Lease, all as provided in the Indenture. The Bonds do not constitute a general obligation of the City or the State of Missouri, and neither the City nor said State shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional, charter or statutory debt limitation or restriction, and are not payable in any manner by taxation. Pursuant to the provisions of the Lease, rental payments sufficient for the prompt payment when due of the principal of and interest on the Bonds are to be paid by the Company directly to the Trustee for the account of the City and deposited in a special fund created by the City and designated the “City of North Kansas City, Missouri, Bond Fund – 23rd & Swift.”

THE OWNER of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then Outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of this Bond or the Indenture may be made only to the extent and in the circumstances permitted by the Indenture.

THIS BOND is transferable, as provided in the Indenture, only upon the books of the City kept for that purpose at the above-mentioned office of the Trustee by the Owner hereof in Person or by such Person’s duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the Owner or such Person’s duly authorized agent, and thereupon a new fully registered Bond or Bonds, in the same aggregate principal amounts, shall be

issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The City, the Trustee and any Paying Agent may deem and treat the Person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

THE BONDS are issuable in the form of one fully-registered Bond in the maximum principal amount of not to exceed \$57,200,000.

THIS BOND shall not be valid or become obligatory for any purposes or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of Missouri.

IN WITNESS WHEREOF, City of North Kansas City, Missouri, has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor, attested by the manual or facsimile signature of its City Clerk and its corporate seal to be affixed hereto or imprinted hereon.

CERTIFICATE OF AUTHENTICATION

**CITY OF NORTH KANSAS CITY,
MISSOURI**

This Bond is one of the Bonds of the issue described in the within-mentioned Indenture.

By: _____
Mayor

Registration Date: _____

BOKF, N.A.,
as Trustee

ATTEST: _____ (Seal)

By _____
Authorized Signatory

City Clerk

FORM OF ASSIGNMENT

(NOTE RESTRICTIONS ON TRANSFERS)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Typewrite Name, Address and Social Security or
other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Bond on the books kept by the Trustee for the registration and transfer of Bonds, with full power of substitution in the premises.

Dated: _____.

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular.

Medallion Signature Guarantee:

EXHIBIT D

FORM OF REPRESENTATION LETTER

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

BOKF, N.A., as Trustee
2405 Grand Blvd., Suite 840
Kansas City, Missouri 64108
Attention: Corporate Trust Department

Re: \$57,200,000 Maximum Principal Amount of Taxable Industrial Development Revenue Bonds (23rd & Swift Project), Series 2021 of the City of North Kansas City, Missouri

Ladies and Gentlemen:

In connection with the purchase of the above-referenced Bonds (the “Bonds”), the undersigned purchaser of the Bonds (“Purchaser”) hereby represents, warrants and agrees as follows:

1. Purchaser fully understands that (a) the Bonds have been issued under and pursuant to a Trust Indenture dated as of November 1, 2021 (the “Indenture”), between the City of North Kansas City, Missouri (the “City”) and BOKF, N.A., as trustee (the “Trustee”), and (b) the Bonds are payable solely out of certain rents, revenues and receipts to be derived from the leasing or sale of the Project (as defined in the Indenture) to STAR NKC Propco, LLC, a limited liability company organized and existing under the laws of the State of Missouri] (the “Company”), under a Lease Agreement dated as of November 1, 2021 (the “Lease”), between the City and the Company. *Capitalized terms used but not defined herein have the meaning’s given in the Indenture.*

2. Purchaser understands that the Bonds have not been registered under the Securities Act of 1933, as amended (the “1933 Act”), or the securities laws of any state and will be sold to Purchaser in reliance upon certain exemptions from registration and in reliance upon the representations and warranties of Purchaser set forth herein.

3. Purchaser understands that the Bonds are transferable only in the manner provided for in the Indenture and discussed below and warrants that it is acquiring the Bonds for its own account with the intent of holding the Bonds as an investment, and the acquisition of the Bonds is not made with a view toward their distribution or for the purpose of offering, selling or otherwise participating in a distribution of the Bonds.

4. Purchaser agrees not to attempt to offer, sell, hypothecate or otherwise distribute the Bonds to others unless authorized by the terms of the Indenture and upon receipt of any required opinion of counsel acceptable to the City, the Company, the Trustee and the purchaser that all registration and disclosure requirements of the Securities and Exchange Commission and all other appropriate federal and Missouri securities laws and the securities law of any other applicable state are complied with.

5. The Company has (a) furnished to Purchaser such information about itself as Purchaser deems necessary in order for it to make an informed investment decision with respect to the purchase of the Bonds, (b) made available to Purchaser, during the course of this transaction, ample opportunity to ask questions of, and to receive answers from, appropriate officers of the City and the terms and conditions of the offering of the Bonds, and (c) provided to the undersigned all additional information which it has requested.

6. Purchaser acknowledges that no offering document has been prepared in connection with the sale of the Bonds. The Purchaser further acknowledges that it has timely received in satisfactory form and manner all proceedings, certificates, opinions, letters and other documents required to be submitted to Purchaser pursuant to the Bond Purchase Agreement prior to or on the date of the delivery of and payment for the Bonds, and that the City and the Company have in all respects complied with and satisfied all of their respective obligations to Purchaser which are required under the Bond Purchase Agreement to be complied with and satisfied on or before such date.

7. Purchaser is now, and was when it agreed to purchase the Bonds, familiar with the operations of the Company and fully aware of terms and risks of the Bonds and that Purchaser is relying on its own knowledge and investigation of facts and circumstances relating to the purchase of the Bonds. Purchaser believes that the Bonds being acquired are a security of the type that Purchaser wishes to purchase and hold for investment and that the nature and amount thereof are consistent with its investment program.

8. Purchaser is fully aware of and satisfied with (i) the current status of the title to the Project and any issues related thereto and (ii) the terms, amounts and providers of the insurance maintained pursuant to **Article VII** of the Lease, and the undersigned is purchasing the Bonds with full knowledge of such matters.

9. Purchaser understands and agrees that the interest on the Bonds *is* subject to federal and state income taxation.

10. Purchaser hereby directs the Trustee to hold the Bonds in trust for the undersigned pursuant to **Section 204(c)** of the Indenture.

Dated: _____, 20____

[PURCHASER]

By: _____
Name:
Title:

**CITY OF NORTH KANSAS CITY, MISSOURI,
As Lessor,**

AND

**STAR NKC PROPCO, LLC,
As Lessee**

LEASE AGREEMENT

Dated as of November 1, 2021

Relating to:

**\$57,200,000
(Aggregate Maximum Principal Amount)
City of North Kansas City, Missouri
Taxable Industrial Development Revenue Bonds
(23rd & Swift Project)
Series 2021**

Certain rights of the City of North Kansas City, Missouri (the “City”), in this Lease Agreement have been pledged and assigned to BOKF, N.A., Kansas City, Missouri, as Trustee under the Trust Indenture dated as of November 1, 2021, between the City and the Trustee.

LEASE AGREEMENT

TABLE OF CONTENTS

Page

Parties 1
Recitals 1

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms 2
Section 1.2. Rules of Interpretation 2
Section 1.3. Acceptance of Indenture 3

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the City 3
Section 2.2. Representations by the Company 4

ARTICLE III

GRANTING PROVISIONS

Section 3.1. Granting of Leasehold Estate..... 5
Section 3.2. Lease Term 6
Section 3.3. Possession and Use of the Project 6
Section 3.4. Title to the Project 6

ARTICLE IV

CONSTRUCTION, PURCHASE, INSTALLATION, AND IMPROVEMENT OF THE PROJECT

Section 4.1. Issuance of the Bonds 6
Section 4.2. Purchase, Construction and Improvement of the Project 7
Section 4.3. Project Costs 7
Section 4.4. Payment for Project Costs 7
Section 4.5. Development Agreement 7
Section 4.6. Surplus or Deficiency in Project Fund..... 8
Section 4.7. Project Property of City 8
Section 4.8. Non-Project Improvements, Machinery and Equipment Property
of the Company 8
Section 4.9. Environmental Matters. 8

ARTICLE V

RENT PROVISIONS

Section 5.1. Basic Rent..... 9
Section 5.2. Additional Rent..... 9
Section 5.3. Obligations of Company Absolute and Unconditional..... 10
Section 5.4. Prepayment of Basic Rent 10

ARTICLE VI

MAINTENANCE, TAXES AND UTILITIES

Section 6.1. Maintenance and Repairs..... 11
Section 6.2. Taxes, Assessments and Other Governmental Charges..... 11
Section 6.3. Utilities. 11
Section 6.4. Property Tax Exemption..... 11
Section 6.5. Sales and Use Tax Exemption 12

ARTICLE VII

INSURANCE

Section 7.1. Title Commitment or Report; Payment Bond..... 12
Section 7.2. Casualty Insurance..... 12
Section 7.3. Commercial General Liability Insurance..... 12
Section 7.4. Blanket Insurance Policies; Self Insurance..... 13
Section 7.5. Worker’s Compensation 13

ARTICLE VIII

ALTERATION OF THE PROJECT

Section 8.1. Additions, Modifications and Improvements to the Project 13
Section 8.2. [Reserved]..... 13
Section 8.3. Additional Improvements on the Project Site..... 13
Section 8.4. Permits and Authorizations..... 14
Section 8.5. Mechanics’ Liens..... 14

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 9.1. Damage or Destruction..... 15
Section 9.2. Condemnation..... 16
Section 9.3. Bondowner Approval 17

ARTICLE X

SPECIAL COVENANTS

Section 10.1. No Warranty of Condition or Suitability by the City; Exculpation
and Indemnification 17
Section 10.2. Surrender of Possession..... 18

Section 10.3.	City’s Right of Access to the Project.....	18
Section 10.4.	Granting of Easements; Leasehold Mortgages and Financing Arrangements.....	18
Section 10.5.	Indemnification of City and Trustee.....	20
Section 10.6.	Depreciation, Investment Tax Credit and Other Tax Benefits	21
Section 10.7.	Company to Maintain its Corporate Existence.....	22
Section 10.8.	Security Interests	22

ARTICLE XI

OPTION AND OBLIGATION TO PURCHASE THE PROJECT

Section 11.1.	Option to Purchase the Project	22
Section 11.2.	Conveyance of the Project	23
Section 11.3.	Relative Position of Option and Indenture	23
Section 11.4.	Obligation to Purchase the Project	24

ARTICLE XII

DEFAULTS AND REMEDIES

Section 12.1.	Events of Default	24
Section 12.2.	Remedies on Default	25
Section 12.3.	Survival of Obligations.....	25
Section 12.4.	Performance of the Company’s Obligations by the City	25
Section 12.5.	Rights and Remedies Cumulative.....	25
Section 12.6.	Waiver of Breach.....	26
Section 12.7.	Trustee’s Exercise of the City’s Remedies	26

ARTICLE XIII

ASSIGNMENT AND SUBLEASE

Section 13.1.	Assignment; Sublease.....	26
Section 13.2.	Assignment of Revenues by City.	27
Section 13.3.	Prohibition Against Fee Mortgage of Project	27
Section 13.4.	Restrictions on Sale or Encumbrance of Project by City.....	27

ARTICLE XIV

AMENDMENTS, CHANGES AND MODIFICATIONS

Section 14.1.	Amendments, Changes and Modifications	27
---------------	---	----

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section 15.1.	Notices	28
Section 15.2.	City Shall Not Unreasonably Withhold Consents and Approvals	28
Section 15.3.	Net Lease	28
Section 15.4.	Limitation on Liability of City	28
Section 15.5.	Governing Law	28
Section 15.6.	Binding Effect.....	28

Section 15.7.	Severability	28
Section 15.8.	Electronic Storage and Notice	28
Section 15.9.	Execution in Counterparts.	29
Section 15.10.	Complete Agreement	29

Signatures and Seal	S-1
---------------------	-------	-----

Exhibit A: Project Site

Exhibit B: Project Improvements

Exhibit C: Form of Requisition Certificate

Exhibit D: Form of Certificate of Insurance Compliance

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of November 1, 2021 (this “Lease”), is between the **CITY OF NORTH KANSAS CITY, MISSOURI**, a third-class city and municipal corporation organized and existing under the laws of the State of Missouri (the “City”), as lessor, and **STAR NKC Propco, LLC**, a limited liability company organized and existing under the laws of the State of Missouri, (the “Company”), as lessee;

RECITALS:

1. 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 (collectively, the “**Act**”), to purchase, construct, extend and improve certain projects (as defined in Section 100.010 of the Revised Statutes of Missouri, as amended) 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 shall deem advisable.

2. The City, in accordance with Section 100.050 of the Act, has prepared a plan for industrial development (the “**Plan**”) with respect to a project consisting of (1) the acquisition of certain real property located in the City (the “**Project Site**,” as more fully described on **Exhibit A** hereto), and (2) constructing 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**,” as more fully described on **Exhibit B** hereto), and notice of such project was given to the taxing jurisdictions in accordance with Section 100.059.1 of the Act.

3. The Council of the City passed Ordinance No. _____ (the “**Ordinance**”) on November 2, 2021, (i) approving the Plan, and (ii) authorizing the issuance of \$57,200,000 maximum principal amount of Taxable Industrial Development Revenue Bonds (23rd & Swift Project), Series 2021 (the “**Bonds**”), to pay the costs of the Project Site and the Project Improvements.

4. Pursuant to the Ordinance, the City is authorized to execute and deliver a Trust Indenture of even date herewith (the “**Indenture**”), for the purpose of issuing and securing the Bonds, and to enter into this Lease with the Company under which the City, as lessor, will construct and improve the Project Improvements and will lease the Project Site and the Project Improvements (together, the “**Project**”) to the Company, as lessee, in consideration of rentals which will be sufficient to pay the principal of and interest on the Bonds.

5. The City and the Developer (defined herein) have previously entered into the Development Agreement (defined herein) for the purpose of setting forth the terms and conditions of the exemption of the Project Improvements from *ad valorem* real property taxes, sales tax exemption on construction materials related to the Project Improvements and certain payments in lieu of taxes to be made with respect to the Project, and other specifics relating to the implementation of the Project.

6. Pursuant to the foregoing, the City desires to lease the Project to the Company and the Company desires to lease the Project from the City, for the rentals and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the City and the Company do hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to any words and terms defined elsewhere in this Lease and the words and terms defined in **Section 101** of the Indenture which definitions are hereby incorporated herein by reference, and terms defined, the following words and terms as used in this Lease shall have the following meanings:

“Completion Date” means the date of receipt by the City and the Trustee of the Certificate of Substantial Completion required by the Development Agreement.

“Developer” means the Company and Star Acquisitions & Development, LLC, a Missouri limited liability company, together as “Company” under the Development Agreement, and their respective successors and assigns in accordance with the terms of the Development Agreement.

“Development Agreement” means the First Amended and Restated Development Agreement between the City and the Developer dated as of _____, 2021, as amended from time to time.

“Lease Term” means the period from the effective date of this Lease until the expiration thereof pursuant to **Section 3.2** of this Lease.

“Net Proceeds” means, when used with respect to any insurance or condemnation award with respect to the Project, the gross proceeds from the insurance or condemnation award with respect to which that term is used remaining after payment of all expenses (including attorneys’ fees, trustee’s fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds.

“Permitted Encumbrances” means, as of any particular time, as the same may encumber the Project Site (a) liens for *ad valorem* taxes and special assessments not then delinquent, (b) the Indenture, the Lease and the Development Agreement, (c) utility, access and other easements and rights-of-way, mineral rights, restrictions, exceptions and encumbrances that will not materially interfere with or impair the operations being conducted on the Project Site or easements granted to the City, (d) such minor defects, irregularities, encumbrances, easements, mechanic’s liens, rights-of-way and clouds on title as normally exist with respect to properties similar in character to the Project Site and as do not in the aggregate materially impair the property affected thereby for the purpose for which it was acquired or is held by the City, (e) liens or security interests granted pursuant to any Mortgage or any Financing Documents, and (f) any encumbrances shown in a title report included in the transcript of proceedings relating to the Bonds.

Section 1.2. Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including governmental entities, as well as natural persons.

(c) Wherever in this Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(d) All references in this instrument to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or other subdivision.

(e) The Table of Contents and the Article and Section headings of this Lease shall not be treated as a part of this Lease or as affecting the true meaning of the provisions hereof.

(f) Whenever an item or items are listed after the word "including," such listing is not intended to be a listing that excludes items not listed.

Section 1.3. Acceptance of Indenture. The Company acknowledges that it has received an executed copy of the Indenture and that it is familiar with the terms and conditions of the Indenture. The Company further covenants that it will comply with all the conditions and covenants contained in the Indenture relating to the Company and the Project, and that it will not take any action which would cause a default thereunder or jeopardize the rights of the Trustee, the City or the Owners of the Bonds.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the City. The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City is a third-class city and municipal corporation duly organized and validly existing under the laws of the State of Missouri. Under the provisions of the Act and its municipal code, the City has lawful power and authority to enter into the transactions contemplated by this Lease and to carry out its obligations hereunder. By proper action of its Council, the City has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers;

(b) As of the date of delivery hereof, the City agrees to acquire the Project Site, subject to Permitted Encumbrances, and construct and improve or cause to be constructed and improved the Project Improvements upon the Project Site. The City agrees to lease the Project to the Company and sell the Project to the Company if the Company exercises its option to purchase the Project or upon termination of this Lease, all for the purpose of furthering the public purposes of the Act;

(c) To finance the costs of the Project, the City proposes to issue the Bonds which will be scheduled to mature as set forth in **Article II** of the Indenture and will be subject to redemption prior to maturity in accordance with the provisions of **Article III** of the Indenture;

(d) The Bonds are to be issued under and secured by the Indenture, pursuant to which the Project and the net earnings therefrom, including all rents, revenues and receipts to be derived by the City from the leasing or sale of the Project, will be pledged and assigned to the Trustee as security for payment of the principal of and interest on the Bonds;

(e) The City will not permit a lien to be placed on the Project or pledge the revenues derived therefrom for any bonds or other obligations other than the Bonds except with the written consent of the Authorized Company Representative;

(f) The City shall have no authority to operate the Project as a business or in any other manner except as the lessor thereof;

(g) The construction and improvement of the Project and the leasing of the Project by the City to the Company will further the public purposes of the Act; and

(h) No member of the governing body of the City or any other officer of the City has any significant or conflicting interest, financial, employment or otherwise, in the Company or in the transactions contemplated hereby.

(i) The Project is located in the City of North Kansas City, Missouri and will generate jobs from the construction and operation of the Project within the City of North Kansas City, Missouri.

(j) To the best knowledge of the City, the execution, delivery and performance by the City of this Lease will not conflict with or create a material breach of or a material default under any law, rule, regulation or ordinance applicable to the City, or any agreement to which the City is a party or by which it is bound, and there is no action, suit, proceeding, inquiry or investigation by or before any court, public board or body, pending or, to the City's knowledge, threatened against the City which seeks to or does restrain or enjoin the issuance or delivery of the Bonds or the execution and delivery of this Lease or in any matter questions the validity or enforceability of the Bonds or this Lease.

Section 2.2. Representations by the Company. The Company makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company duly organized and validly existing and in good standing under the laws of the State of Missouri and is duly authorized to conduct business in the State of Missouri;

(b) The Company has lawful power and authority to enter into this Lease and to carry out its obligations hereunder and the Company has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers and representatives;

(c) The execution and delivery of this Lease, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Lease by the Company will not, to the best of the Company's knowledge, conflict with or result

in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restrictions or any agreement or instrument to which the Company is a party or by which it or any of its property is bound, or the Company's organizational documents, or any order, rule or regulation applicable to the Company or any of its property of any court or governmental body, or constitute a default under any of the foregoing, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Company under the terms of any instrument or agreement to which the Company is a party;

(d) The estimated costs of the purchase, construction and improvement of the Project are in accordance with sound engineering and accounting principles;

(e) The Project will comply in all material respects with all presently applicable building and zoning, health, environmental and safety orders and laws and all other applicable laws, rules and regulations; and

(f) The Project is located wholly within the corporate limits of the City of North Kansas City, Missouri.

(g) No litigation, proceedings or investigations are pending or, to the knowledge of the Company, threatened against the Company at law or in equity before any court, tribunal, governmental authority or arbitration board seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of the Bonds, the Indenture or this Lease, or any other financing documents relating to the Project to which the Company is a party (the "Financing Documents"), or which challenges the existence or powers of the Company to enter into and carry out the transactions contemplated by this Lease or the Financing Documents, or wherein an unfavorable determination could materially and adversely affect the validity or enforceability of the Bonds, this Lease, or the Financing Documents or its ability to perform its obligations thereunder.

(h) The Company has obtained or will obtain all requisite approvals of federal, state and local governmental bodies necessary for the acquisition and construction of the Project.

(i) No litigation, proceedings or investigations are pending or, to the knowledge of the Company, threatened against the Company, except litigation involving claims, the probable recoveries in which and the estimated costs and expenses of defense of which (1) will be entirely within the Company's applicable insurance policy limits (subject to applicable deductibles) or are not in excess of the total of the available reserves held under the Company's applicable self-insurance program, or (2) if adversely determined, will not materially and adversely affect the financial condition or operations of the Company.

ARTICLE III

GRANTING PROVISIONS

Section 3.1. Granting of Leasehold Estate. The City hereby exclusively rents, leases and lets the Project to the Company, and the Company hereby rents, leases and hires the Project from the City, subject to Permitted Encumbrances existing as of the date of the execution and delivery hereof, for the rentals and upon and subject to the terms and conditions herein contained.

Section 3.2. Lease Term. This Lease shall become effective upon its execution and delivery. Subject to earlier termination pursuant to the provisions of this Lease, the lease of the Project shall terminate on **December 1, 2040 (or, if earlier, on December 1 of the year in which the final PILOT payment is due under the Development Agreement).**

Section 3.3. Possession and Use of the Project .

(a) The City covenants and agrees that as long as neither the City nor the Trustee has exercised any of the remedies set forth in **Section 12.2(b)** following the occurrence and continuance of an Event of Default, the Company shall have sole and exclusive possession of the Project (subject to Permitted Encumbrances and the City's and the Trustee's right of access pursuant to **Section 10.3** hereof) and shall and may peaceably and quietly have, hold and enjoy the Project during the Lease Term. The City covenants and agrees that it will not take any action, other than expressly pursuant to **Article XII** hereof, to prevent the Company from having quiet and peaceable possession and enjoyment of the Project during the Lease Term and will, at the request and expense of the Company, cooperate with the Company in order that the Company may have quiet and peaceable possession and enjoyment of the Project and will defend the Company's enjoyment and possession thereof against all parties.

(b) Subject to the provisions of this Section, the Company shall have the right to use the Project for any purpose allowed by law and contemplated by the Act, this Lease and the Development Agreement. The Company shall comply in all material respects with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Project or to any adjoining public ways, as to the manner of use or the condition of the Project or of adjoining public ways. In the event of demonstrated noncompliance with such statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements the Company will take all reasonable steps to comply with such statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements. The Company shall also comply with the mandatory requirements, rules and regulations of all insurers under the policies carried under the provisions of **Article VII** hereof. The Company shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Company to comply with the provisions of this Section. Notwithstanding any provision contained in this Section, however, the Company shall have the right, at its own cost and expense, to contest or review by legal or other appropriate procedures the validity or legality of any such governmental statute, law, ordinance, order, judgment, decree, regulation, direction or requirement, or any such requirement, rule or regulation of an insurer, and during such contest or review the Company may refrain from complying therewith.

Section 3.4. Title to the Project. The City shall be the sole owner of the Project during the Lease Term, subject to the Permitted Encumbrances.

ARTICLE IV

**CONSTRUCTION, PURCHASE, INSTALLATION,
AND IMPROVEMENT OF THE PROJECT**

Section 4.1. Issuance of the Bonds. To provide funds for the payment of Project Costs, the City agrees that, upon request of the Company, it will issue, sell and cause to be delivered the Bonds to the purchaser thereof in accordance with the provisions of the Indenture and the Bond Purchase Agreement. The proceeds of the sale of the Bonds, when received, shall be paid over to the Trustee for

the account of the City. The Trustee shall promptly deposit such proceeds, when received, as provided in the Indenture, to be used and applied as hereinafter provided in this Lease and in the Indenture. Alternatively, the Trustee may (pursuant to **Section 208(d)** of the Indenture) endorse the Bonds in an amount equal to the requisition certificates submitted pursuant to **Section 4.4** below. In that event, the purchaser of the Bonds shall be deemed to have deposited funds with the Trustee in an amount equal to the amount stated in the requisition certificate.

Section 4.2. Purchase, Construction and Improvement of the Project. The City and the Company agree that the Company, as the agent of the City shall, but solely from the Project Fund, construct, purchase, install and improve the Project as follows:

(a) The City will acquire the Project Site at the execution hereof. Concurrently with the execution of this Lease, (i) a deed and any other necessary instruments of transfer will be delivered to the City and placed of record, and (ii) the commitment for title insurance or ownership and encumbrance report required by **Article VII** hereof will be delivered to the City and the Trustee;

(b) On behalf of the City, the Company will, or will cause the Developer to, purchase and construct the Project Improvements on the Project Site in accordance with the Development Agreement. The Company agrees that the aforesaid purchase and construction will, with such changes and additions as may be made pursuant to the Development Agreement, result in facilities suitable for use by the Company for its purposes. The provisions of this paragraph are in addition to and do not supersede the provisions of **Section 8.3**;

(c) The Company agrees to indemnify the City for any and all liability, cost or expense for failure to comply with the provisions of Section 107.170 of the Revised Statutes of Missouri, as amended, as provided in **Section 10.5(e)**; and

(d) The Company agrees that it will use reasonable efforts to cause the purchase, construction and improvement of the Project to be completed as soon as practicable, with all reasonable dispatch, and in accordance with the Development Agreement.

Section 4.3. Project Costs. The City hereby agrees to pay for, but solely from the Project Fund, and hereby authorizes and directs the Trustee to pay for, but solely from the Project Fund, all Project Costs upon receipt by the Trustee of a certificate pursuant to **Section 4.4** hereof.

Section 4.4. Payment for Project Costs. All Project Costs specified in **Section 4.3** hereof shall be paid by the Trustee from the Project Fund as more fully provided in the Indenture, and the City hereby authorizes and directs the Trustee to make disbursements from the Project Fund or endorse the Bond balance pursuant to **Section 4.1** above and **Section 208(e)** of the Indenture, upon receipt by the Trustee of certificates in substantially the form attached hereto as **Exhibit C**, signed by an Authorized Company Representative, which disbursements may be recorded via a transaction entry on the trust records held by the Trustee. The Trustee may rely conclusively on any such certificate and shall not be required to make any independent investigation in connection therewith. The submission of any requisition certificate by an Authorized Company Representative shall constitute unto the Trustee an irrevocable determination that all conditions precedent to the payments requested have been satisfied.

Section 4.5. Development Agreement. The Company shall comply, or shall cause the Developer to comply, with all provisions of the Development Agreement, including but not limited to the

covenant to make payments in lieu of taxes (PILOT payments). In the event of any conflict between the provisions of this Lease and the provisions of the Development agreement, the Development Agreement shall govern.

Section 4.6. Surplus or Deficiency in Project Fund.

(a) The Company shall provide to the City and the Trustee the Certificate of Substantial Completion required by the Development Agreement at the time provided in the Development Agreement. As soon as practicable after the Completion Date established thereby, the Trustee shall, as provided in **Section 504** of the Indenture, transfer any remaining moneys then in the Project Fund to the Bond Fund to be applied as directed by the Company solely to (1) the payment of principal and premium, if any, of the Bonds through the payment (including regularly scheduled principal payments, if any) or redemption thereof at the earliest date permissible under the terms of the Indenture, or (2) at the option of the Company, to the purchase of Bonds at such earlier date or dates as the Company may elect. Any amount so deposited in the Bond Fund may be invested as permitted by **Section 702** of the Indenture.

(b) If the Project Fund shall be insufficient to pay fully all Project Costs and to complete the Project free of liens and encumbrances other than Permitted Encumbrances, the Company shall pay, in cash, the full amount of any such deficiency by making payments thereof directly to the contractors and to the suppliers of materials and services as the same shall become due, and the Company shall save the City and the Trustee whole and harmless from any obligation to pay such deficiency.

Section 4.7. Project Property of City. The Project Site and the Project Improvements which the Company desires to convey to the City, all work and materials on the Project Improvements as such work progresses, and all additions or enlargements thereto or thereof, the Project as fully completed, anything under this Lease which becomes, is deemed to be, or constitutes a part of the Project, and the Project as constructed, repaired, rebuilt, rearranged, restored or replaced by the Company under the provisions of this Lease, except as otherwise specifically provided herein, shall immediately when erected or installed become the absolute property of the City, subject only to this Lease, the Indenture, Permitted Encumbrances and the Financing Documents.

Section 4.8. Non-Project Improvements, Machinery and Equipment Property of the Company. Any improvements or items of machinery or equipment which do not constitute part of the Project Improvements and the entire purchase price of which is paid for by the Company with the Company's own funds, and no part of the purchase price of which is paid for from funds deposited pursuant to the terms of this Lease in the Project Fund, shall be the property of the Company and shall not constitute a part of the Project for purposes of **Section 6.4** and therefore are subject to taxation, to the extent otherwise provided by law.

Section 4.9. Environmental Matters. The Company hereby assumes responsibility under the Development Agreement with respect to environmental conditions (and indemnification of the City in connection therewith) relating to the Project in accordance with the provisions of the Development Agreement, provided that any references therein to "Project Site" shall be read as "Project" (as defined in this Lease) for purposes of this Section. The Company hereby extends the environmental indemnity granted to the City under the Development Agreement to the Trustee as well.

ARTICLE V

RENT PROVISIONS

Section 5.1. Basic Rent. The Company covenants and agrees to pay to the Trustee in same day funds for the account of the City during this Lease Term, for deposit in the Bond Fund on or before 10:00 a.m., Trustee's local time, on or before each December 1, commencing December 1, 2022 and continuing until the principal of and interest on the Bonds shall have been fully paid, an amount which, when added to any collected funds then on deposit in the Bond Fund and available on such Payment Date, shall be equal to the total amount payable on each December 1 as interest on the Bonds. On **December 1, 2040** (or such earlier date as the Company may elect or may be required to redeem the Bonds), the Company shall also pay an amount equal to all principal then due on the Bonds in connection with such maturity or redemption. Except as offset pursuant to the right of the Company set forth below, all payments of Basic Rent provided for in this Section shall be paid directly to the Trustee and shall be deposited in accordance with the provisions of the Indenture into the Bond Fund and shall be used and applied by the Trustee in the manner and for the purposes set forth in this Lease and the Indenture. In furtherance of the foregoing, and notwithstanding any other provision in this Lease, the Indenture or the Bond Purchase Agreement to the contrary, and provided that the purchaser of the Bonds, or any other affiliate of the Company, is the sole holder of the Bonds, the Company shall set-off the then-current Basic Rent payment against the City's obligation to the purchaser of the Bonds, or any other affiliate of the Company, as Owner under the Indenture in lieu of delivery of the Basic Rent on any Payment Date, without providing notice of such set-off to the Trustee (which shall be reflected via a transaction entry on the trust records held by the Trustee and the Paying Agent consistent with **Section 204(d)** of the Indenture). Any Basic Rent paid by the Company which exceeds the total amount payable on such payment dates shall be immediately paid to the Company by wire transfer. At its option, on the final Payment Date, if the Trustee is not holding the Bond pursuant to the provisions of the Indenture, the purchaser of the Bonds shall, on or before the final Payment Date, deliver to the Trustee for cancellation Bonds not previously paid and the Company shall receive a credit against the Basic Rent payable by the Company in an amount equal to the principal amount of the Bonds so tendered for cancellation plus accrued interest thereon.

Section 5.2. Additional Rent. The Company shall pay, or cause to be paid, as Additional Rent, within 30 days after receiving an itemized invoice therefor, the following amounts:

- (a) all reasonable fees, charges and expenses, including agent and counsel fees, of the City, the Trustee or any Paying Agent incurred under the Indenture, this Lease, or any other document entered into in connection with the Bonds, as and when the same become due;
- (b) all costs incident to the payment of the principal of and interest on the Bonds as the same becomes due and payable, including all costs and expenses in connection with the call, redemption and payment of all Outstanding Bonds;
- (c) all reasonable costs which are incurred in connection with the enforcement of any rights against the Company or the Project or in connection with a failure of the Company to perform its obligations under this Lease, the Indenture or the provisions of the Development Agreement made applicable to the Company by this Lease, by the City, the Trustee or the Owners of the Bonds, including counsel fees and expenses;

(d) all amounts payable to the City under the Development Agreement, including the PILOTS set out thereunder (provided that such amounts shall be paid at the times set out in the Development Agreement and no invoice shall be required under this Section); or

(e) all other payments of whatever nature which Company has agreed to pay or assume under the provisions of this Lease, the Indenture or any other document entered into in connection with the Bonds.

Section 5.3. Obligations of Company Absolute and Unconditional.

(a) The obligations of the Company under this Lease to make payments of Basic Rent and Additional Rent on or before the date the same become due, and to perform all of its other obligations, covenants and agreements hereunder shall be absolute and unconditional, without notice or demand, and without abatement, deduction, set-off, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Project shall have been started or completed, or whether the City's title thereto or to any part thereof is defective or nonexistent, and notwithstanding any damage to, loss, theft or destruction of, the Project or any part thereof, any failure of consideration or frustration of commercial purpose, the taking by eminent domain of title to or of the right of temporary use of all or any part of the Project, legal curtailment of the Company's use thereof, the eviction or constructive eviction of the Company, any change in the tax or other laws of the United States of America, the State of Missouri or any political subdivision thereof, any change in the City's legal organization or status, or any default of the City hereunder, and regardless of the invalidity of any action of the City, and regardless of the invalidity of any portion of this Lease.

(b) Nothing in this Lease shall be construed to release the City from the performance of any agreement on its part herein contained or as a waiver by the Company of any rights or claims the Company may have against the City under this Lease or otherwise, but any recovery upon such rights and claims shall be had from the City separately, it being the intent of this Lease that the Company shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the Owners of the Bonds. The Company may, however, at its own cost and expense and in its own name or in the name of the City, prosecute or defend any action or proceeding or take any other action involving third persons which the Company deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event the City hereby agrees to cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the City in any such action or proceeding if the Company shall so request.

Section 5.4. Prepayment of Basic Rent. The Company may at any time and from time to time prepay all or any part of the Basic Rent provided for hereunder (subject to the limitations of **Section 301(a)** of the Indenture relating to the partial redemption of the Bonds). During such times as the amount held by the Trustee in the Bond Fund shall be sufficient to pay, at the time required, the principal of and interest on all the Bonds then remaining unpaid, the Company shall not be obligated to make payments of Basic Rent under the provisions of this Lease. At its option, the Company may deliver to the Trustee for cancellation Bonds owned by the Company and not previously paid, and the Company shall receive a credit against amounts payable by the Company for the redemption of Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest thereon (principal to be credited against principal and interest to be credited against interest).

ARTICLE VI

MAINTENANCE, TAXES AND UTILITIES

Section 6.1. Maintenance and Repairs. Throughout the Lease Term the Company shall, at its own expense, keep the Project in reasonably safe operating condition and keep the Project in good repair, reasonable wear, tear, depreciation and obsolescence excepted, making from time to time all repairs thereto and renewals and replacements thereof it determines to be necessary. Without limiting the generality of the foregoing, the Company shall at all times remain in compliance with all provisions of the City's code relating to maintenance and appearance.

Section 6.2. Taxes, Assessments and Other Governmental Charges.

(a) Subject to subsection (b) of this Section, the Company shall promptly pay and discharge, as the same become due, all taxes and assessments, general and special, and other governmental charges of any kind whatsoever that may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Project, or any part thereof or interest therein (including the leasehold estate of the Company therein) or any buildings, improvements, machinery and equipment at any time installed thereon by the Company, or the income therefrom, including any new taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all utility charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would impair the security of the Bonds or encumber the City's title to the Project; provided that with respect to any special assessments or other governmental charges that are lawfully levied and assessed which may be paid in installments, the Company shall be obligated to pay only such installments thereof as become due and payable during the Lease Term.

(b) The Company shall have the right, in its own name or in the City's name, to contest the validity or amount of any tax, assessment or other governmental charge which the Company is required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted at least 10 days before the tax, assessment or other governmental charge complained of becomes delinquent if and provided (1) the Company, before instituting any such contest, gives the City and the Trustee written notice of its intention so to do, (2) the Company diligently prosecutes any such contest, at all times effectively stays or prevents any official or judicial sale therefor, under execution or otherwise, and (3) the Company promptly pays any final judgment enforcing the tax, assessment or other governmental charge so contested and thereafter promptly procures record release or satisfaction thereof. The City agrees to cooperate fully with the Company in connection with any and all administrative or judicial proceedings related to any tax, assessment or other governmental charge. The Company shall save and hold harmless the City and the Trustee from any costs and expenses the City and the Trustee may incur related to any of the above.

Section 6.3. Utilities. All utilities and utility services used by the Company in, on or about the Project shall be paid for by the Company and shall be contracted for by the Company in the Company's own name (or the name(s) of its affiliates), and the Company shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith.

Section 6.4. Property Tax Exemption. The City and the Company agree that while the Project is owned by the City and is subject to this Lease, the Project and the leasehold interest of the Company in the Project will be exempt from all ad valorem real property taxes by reason of such

ownership, and the City agrees that it will (at the expense of the Company) cooperate with the Company to defend such exemption against all parties in accordance with the Development Agreement. Notwithstanding the foregoing, Company will annually pay, or cause to be paid, to the City the payments set forth in the Development Agreement, including PILOTS and levee taxes.

Section 6.5. Sales and Use Tax Exemption. The Company shall be subject to Section 3.3 of the Development Agreement in connection with the use of any exemption certificate provided to the Company by the City.

ARTICLE VII

INSURANCE

Section 7.1. Title Commitment or Report; Payment Bond.

(a) Before conveying title to any real property to the City, the Company will purchase, from a title insurance company reasonably acceptable to the City, a commitment for title insurance or provide such other report in a form reasonably acceptable to the City showing the ownership of and encumbrances on the Project Site. Copies of such report shall be provided to the City and the Trustee. The Trustee has no duty to review or analyze the sufficiency of such commitment or report and shall hold such documents solely as a repository.

(b) The Company shall provide, or shall cause the Developer to provide, the City with a payment bond in accordance with the requirements of the Development Agreement before the commencement of any construction relating to the Project.

Section 7.2. Casualty Insurance.

(a) The Company shall maintain, or shall cause the Developer to maintain, the casualty insurance required by the Development Agreement for the Project. The Company shall provide the City and the Trustee, on an annual basis, commencing on December 1, 2022 with a Certificate of Insurance Compliance, in the form of **Exhibit D** attached hereto, certifying compliance with this Section and containing copies of the insurance policies required under this Section, or originals or certificates thereof. The Trustee shall be entitled to conclusively rely upon such certificate as to the Company's compliance with the insurance requirements of this Section. The Trustee makes no representation as to, and shall have no responsibility for the sufficiency or adequacy of, the insurance.

(b) In the event of loss or damage to the Project, the Net Proceeds of property insurance carried pursuant to this Section shall be applied as provided in **Article IX** of this Lease, or as may be directed by, or on behalf of, the Owners of 100% in principal amount of the Bonds Outstanding.

Section 7.3. Commercial General Liability Insurance.

(a) The Company shall at its sole cost and expense maintain or cause to be maintained at all times during the Lease Term general accident and commercial general liability insurance relating to the Project under which the City, the Company and the Trustee shall be named as additional insureds, properly protecting and indemnifying the City and the Trustee, in an amount not less than the limits of liability set by Section 537.610 of the Revised Statutes of Missouri (subject to loss deductible clauses not

to exceed \$100,000). The policies of said insurance shall contain a provision that the issuer of such insurance will provide at least 10 days' advance written notice to the Company of the cancellation of such insurance. The Company agrees it shall immediately forward any notice of cancellation it receives from the issuer of such insurance to the City and Trustee. The Company shall provide the City and the Trustee, on an annual basis, commencing on December 1, 2022 with a Certificate of Insurance Compliance, in the form of **Exhibit D** attached hereto, certifying compliance with this Section and containing copies of the insurance policies required under this Section, or originals or certificates thereof. The Trustee shall be entitled to conclusively rely upon such certificate as to the Company's compliance with the insurance requirements of this Section. The Trustee makes no representation as to and shall have no responsibility for the sufficiency or adequacy of, the insurance.

(b) In the event of a public liability occurrence, the Net Proceeds of liability insurance carried pursuant to this Section shall be applied toward the extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

Section 7.4. Blanket Insurance Policies; Self Insurance. The Company may satisfy any of the insurance requirements set forth in this Article by using blanket policies of insurance, provided each and all of the requirements and specifications of this Article respecting insurance are complied with.

Section 7.5. Worker's Compensation. The Company agrees throughout the Lease Term to maintain or cause to be maintained the Worker's Compensation coverage required by the laws of the State of Missouri.

ARTICLE VIII

ALTERATION OF THE PROJECT

Section 8.1. Additions, Modifications and Improvements to the Project. The Company shall have and is hereby given the right, at its sole cost and expense, to make such additions, modifications and improvements in and to any part of the Project as the Company from time to time may deem necessary or desirable for its business purposes. All additions, modifications and improvements made by the Company pursuant to the authority of this Section shall (a) be made in workmanlike manner and will comply in all material respects with all laws and ordinances applicable thereto, (b) when commenced, be prosecuted to completion with due diligence, and (c) when completed, be deemed a part of the Project; provided, however, that additions of machinery and equipment installed on the Project Site by the Company not purchased or acquired from funds deposited with the Trustee hereunder and not constituting repairs, renewals or replacements of the Project shall remain the property of the Company and may be removed by the Company. Such property shall be subject to *ad valorem* taxes.

Section 8.2. [Reserved].

Section 8.3. Additional Improvements on the Project Site. This Lease shall not prevent the Company from, at its sole cost and expense, constructing on portions of the Project Site not occupied by the Project Improvements such additional buildings and improvements as the Company from time to time may deem necessary or desirable for its business purposes. All additional buildings and improvements constructed on the Project Site by the Company, and not paid for with Bond proceeds, pursuant to the authority of this Section shall not be included as Project Improvements and, during the life of this Lease, shall remain the property of the Company and may be added to, altered or razed and removed by the Company at any time. All additional buildings and improvements shall be made in a good and workmanlike manner and in strict compliance with all material laws, orders and ordinances applicable

thereto and when commenced shall be prosecuted to completion with due diligence. The Company covenants and agrees (a) to make any repairs and restorations required to be made to the Project because of the construction of, addition to, alteration or removal of said additional buildings or improvements, and (b) to promptly and with due diligence either raze and remove or repair, replace or restore any of said additional buildings and improvements as may from time to time be damaged by fire or other casualty. The Company shall pay all *ad valorem* taxes and assessments payable with respect to such additional buildings and improvements which remain the property of the Company. If for any reason the County Assessor determines that such additional buildings and improvements are not subject to *ad valorem* taxes, the Company shall make payments in lieu of taxes in an amount equal to the taxes that would otherwise be due under this Section.

Section 8.4. Permits and Authorizations. Notwithstanding any other provisions of this Lease, the Company shall not do or permit others under its control to do any work on the Project related to any repair, rebuilding, restoration, replacement, modification or addition to the Project, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have been first procured, including any payment bonds required under Section 107.170 of the Revised Statutes of Missouri. All such work shall be done in a good and workmanlike manner and in material compliance with all applicable building, zoning and other laws, ordinances, governmental regulations. In the event of demonstrated noncompliance with such laws, ordinances, governmental regulations and requirements the Company will take all reasonable steps to comply with laws, ordinances, governmental regulations and requirements.

Section 8.5. Mechanics' Liens.

(a) The Company will not directly or indirectly create, incur, assume or suffer to exist any lien on or with respect to the Project, except Permitted Encumbrances, and the Company shall promptly notify the City of the imposition of such lien of which the Company is aware and shall promptly, at its own expense, take such action as may be necessary to fully discharge or release any such lien. Whenever and as often as any mechanics' or other similar lien is filed against the Project, or any part thereof, purporting to be for or on account of any labor done or materials or services furnished in connection with any work in or about the Project, the Company shall discharge the same of record. Notice is hereby given that the City shall not be liable for any labor or materials furnished to the Company or anyone claiming by, through or under the Company upon credit, and that no mechanics' or other similar lien for any such labor, services or materials shall attach to or affect the reversionary or other estate of the City in and to the Project or any part thereof.

(b) Notwithstanding paragraph (a) above, the Company may contest any such mechanics' or other similar lien if the Company (1) within 60 days after the Company becomes aware of any such lien notifies the City and the Trustee in writing of its intention so to do, (2) diligently prosecutes such contest, (3) at all times effectively stays or prevents any official or judicial sale of the Project, or any part thereof or interest therein, under execution or otherwise, (4) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and (5) thereafter promptly procures record release or satisfaction thereof. The Company may permit the lien so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Company is notified by the City that, in the opinion of counsel, by nonpayment of any such items, the interest of the City in the Project will be subject to loss or forfeiture. In that event, the Company shall promptly, at its own expense, take such action as may be reasonably necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. The Company shall save and hold harmless the City from any loss, costs or expenses the City may incur related to any such contest. The Company shall

reimburse the City for any expense incurred by it in connection with the imposition of any such lien or in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim. The City shall cooperate fully with the Company in any such contest.

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 9.1. Damage or Destruction.

(a) If the Project is damaged or destroyed by fire or any other casualty, whether or not covered by insurance, the Company, as promptly as practicable, shall either (i) make the determination described in subsection (f) below, or (ii) repair, restore, replace or rebuild the same so that upon completion of such repairs, restoration, replacement or rebuilding the Project is of a value not less than the value thereof immediately before the occurrence of such damage or destruction or, at the Company's option, construct upon the Project Site new buildings and improvements thereafter together with all new machinery, equipment and fixtures which are either to be attached to or are to be used in connection with the operation or maintenance thereof, provided that (i) the value thereof shall not be less than the value of such destroyed or damaged Project Improvements immediately before the occurrence of such damage or destruction and (ii) the nature of such new buildings, improvements, machinery, equipment and fixtures will not impair the character of the Project as an enterprise permitted by the Act.

If the Company elects to construct any such new buildings and improvements, for all purposes of this Lease, any reference to the words "Project Improvements" shall be deemed to also include any such new buildings and improvements and all additions thereto and all replacements and alterations thereof.

Unless the Company makes the determination described in subsection (f) below, the Net Proceeds of casualty insurance required by **Article VII** hereof received with respect to such damage or loss to the Project shall be used to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof. Insurance monies in an amount less than \$1,000,000 may be paid to or retained by the Company to be held in trust and used as provided herein. Insurance monies in any amount of \$1,000,000 or more shall be (i) paid to the Trustee and deposited in the Project Fund and shall be disbursed as provided in **Section 4.4** hereof to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof, or (ii) applied as directed by, or on behalf of, the Owners of 100% in principal amount of the Bonds Outstanding. If the Company makes the determination described in subsection (f) below, the Net Proceeds shall be deposited with the Trustee and used to redeem Bonds as provided in subsection (f).

(b) If any of the insurance monies paid by the insurance company as hereinabove provided remain after the completion of such repairs, restoration, replacement or rebuilding, and this Lease has not been terminated, the excess shall be deposited in the Bond Fund, subject to the rights of any Financing Party. Completion of such repairs, restoration, replacement or rebuilding shall be evidenced by a certificate of completion in accordance with the provisions of **Section 4.5** hereof. If the Net Proceeds are insufficient to pay the entire cost of such repairs, restoration, replacement or rebuilding, the Company shall pay the deficiency.

(c) Except as otherwise provided in this Lease, in the event of any such damage by fire or any other casualty, the provisions of this Lease shall be unaffected and the Company shall remain and continue liable for the payment of all Basic Rent and Additional Rent and all other charges required hereunder to be paid by the Company, as though no damage by fire or any other casualty has occurred.

(d) The City and the Company agree that they will cooperate with each other, to such extent as such other party may reasonably require, in connection with the prosecution or defense of any action or proceeding arising out of, or for the collection of any insurance monies that may be due in the event of, any loss or damage, and that they will execute and deliver to such other parties such instruments as may be required to facilitate the recovery of any insurance monies.

(e) The Company agrees to give prompt notice to the City and the Trustee with respect to all fires and any other casualties occurring in, on, at or about the Project Site which damages a material portion of the Project.

(f) If the Company determines that rebuilding, repairing, restoring or replacing the Project is not practicable or desirable, any Net Proceeds of casualty insurance required by **Article VII** hereof received with respect to such damage or loss shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and shall be used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same become due, all subject to rights of the Financing Party under the Financing Documents (if any). The Company agrees to be reasonable in exercising its judgment pursuant to this subsection (f). Alternatively, if the Company is the sole owner of the Bonds and it has determined that rebuilding, repairing, restoring or replacing the Project is not practicable or desirable, it may tender Bonds to the Trustee for cancellation in a principal amount equal to the Net Proceeds of the casualty insurance, and retain such proceeds for its own account.

(g) The Company shall not, by reason of its inability to use all or any part of the Project during any period in which the Project is damaged or destroyed or is being repaired, rebuilt, restored or replaced, nor by reason of the payment of the costs of such rebuilding, repairing, restoring or replacing, be entitled to any reimbursement from the City, the Trustee or the Owners or to any abatement or diminution of the rentals payable by the Company under this Lease or of any other obligations of the Company under this Lease except as expressly provided in this Section.

Section 9.2. Condemnation.

(a) If during the Lease Term, title to, or the temporary use of, all or any part of the Project is condemned by or sold under threat of condemnation to any authority possessing the power of eminent domain, to such extent that the claim or loss resulting from such condemnation is greater than \$1,000,000, the Company shall, within 90 days after the date of entry of a final order in any eminent domain proceedings granting condemnation or the date of sale under threat of condemnation, notify the City, the Trustee, the Financing Party under the Financing Documents (if any) in writing as to the nature and extent of such condemnation or loss of title and whether it is practicable and desirable to acquire or construct substitute improvements.

(b) If the Company determines that such substitution is practicable and desirable, the Company shall proceed promptly with and complete with reasonable dispatch the acquisition or construction of such substitute improvements, so as to place the Project in substantially the same condition as existed before the exercise of the said power of eminent domain, including the acquisition or construction of other improvements suitable for the Company's operations at the Project (which improvements will be deemed a part of the Project and available for use and occupancy by the Company without the payment of any rent other than herein provided, to the same extent as if such other improvements were specifically described herein and demised hereby); provided, that such improvements will be acquired by the City subject to no liens, security interests or encumbrances before the lien and/or

security interest afforded by the Indenture and this Lease other than Permitted Encumbrances. In such case, any Net Proceeds received from any award or awards with respect to the Project or any part thereof made in such condemnation or eminent domain proceedings, or of the sale proceeds, shall be applied in the same manner as provided in **Section 9.1** hereof (with respect to the receipt of casualty insurance proceeds).

(c) If the Company determines that it is not practicable or desirable to acquire or construct substitute improvements, any Net Proceeds of condemnation awards received by the Company shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and shall be used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same becomes due and payable, all subject to the rights of the Financing Party under the Financing Documents (if any).

(d) The Company shall not, by reason of its inability to use all or any part of the Project during any such period of restoration or acquisition nor by reason of the payment of the costs of such restoration or acquisition, be entitled to any reimbursement from the City, the Trustee or the Owners or to any abatement or diminution of the rentals payable by the Company under this Lease nor of any other obligations hereunder except as expressly provided in this Section.

(e) The City shall cooperate fully with the Company in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof, and shall, to the extent it may lawfully do so, permit the Company to litigate in any such proceeding in the name and on behalf of the City. In no event will the City voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the prior written consent of the Company.

Section 9.3. Bondowner Approval. Notwithstanding anything to the contrary contained in this **Article IX**, the proceeds of any insurance received subsequent to a casualty or of any condemnation proceedings (or threats thereof) may prior to the application thereof by the City or the Trustee be applied as directed by the Owners of 100% of the principal amount of Bonds Outstanding, subject and subordinate to the rights of the City and the Trustee to be paid all their expenses (including attorneys' fees, trustee's fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds. For purposes of this Section only, any person to whom Bonds have been pledged in good faith shall be deemed to be the Owner of the Bonds.

ARTICLE X

SPECIAL COVENANTS

Section 10.1. No Warranty of Condition or Suitability by the City; Exculpation and Indemnification. The City makes no warranty, either express or implied, as to the condition of the Project or that it will be suitable for the Company's purposes or needs. The Company releases the City and the Trustee from, agrees that the City and the Trustee shall not be liable for and agrees to hold the City and the Trustee harmless against, any loss or damage to property or any injury to or death of any Person that may be occasioned by any cause whatsoever pertaining to the Project or the Company's use thereof, unless such loss is the result of the City's or the Trustee's gross negligence or willful misconduct. This provision shall survive termination of this Lease.

Section 10.2. Surrender of Possession. Upon accrual of the City's right of re-entry to the extent provided in **Section 12.2(b)**, the Company shall peacefully surrender possession of the Project to the City in good condition and repair; provided, however, the Company shall have the right within 90 days (or such later date as the City may agree to) after the termination of this Lease to remove from the Project Site any buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and not constituting part of the Project. All repairs to and restorations of the Project required to be made because of such removal shall be made by and at the sole cost and expense of the Company, and during said 90-day (or extended) period the Company shall bear the sole responsibility for and bear the sole risk of loss for said buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and not constituting part of the Project. All buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and which are not so removed from the Project before the expiration of said period shall be the separate and absolute property of the City.

Section 10.3. City's Right of Access to the Project. The Company agrees that the City and the Trustee and their duly authorized agents shall have the right at reasonable times during business hours, subject to 48 hours' advance written notice and the Company's usual safety and security requirements, to enter upon the Project Site (a) to examine and inspect the Project without interference or prejudice to the Company's operations, (b) as may be reasonably necessary to cause to be completed the purchase and installation provided for in **Section 4.2** hereof, (c) performing such work in and about the Project Site made necessary by reason of the Company's default under any of the provisions of this Lease, and (d) exhibiting the Project to prospective purchasers, lessees or trustees.

Section 10.4. Granting of Easements; Mortgages and Financing Arrangements.

(a) Subject to **Sections 10.4(c)** and **(d)**, if no Event of Default under this Lease has happened and is continuing, the Company may at any time or times (i) grant subleases (as permitted in **Section 13.1(b)** hereof), easements, licenses, rights-of-way (including the dedication of public highways) and other rights or privileges in the nature of easements that are for the direct use of the Project, or part thereof, by the grantee, (ii) release or terminate existing subleases, easements, licenses, rights-of-way and other rights or privileges, all with or without consideration and upon such terms and conditions as the Company shall determine, or (iii) incur Permitted Encumbrances. The Company may take such actions and may execute any applicable documents in the Company's own name. No separate signature of or authorization from the City shall be required for the execution and delivery of any such document, although the City agrees to execute and deliver such confirming documents as are described below, under the procedures described below, if the Company chooses to make such a request. All third parties entering into agreements with the Company or receiving delivery of or the benefit of such agreements or documents shall be entitled to rely upon the same as having been executed and delivered by the City, unless such third party has actual or constructive notice, expressly in writing, that the agency herein granted by the City to the Company has been terminated by the City because of an uncured Event of Default hereunder. The City agrees that it will execute and deliver and will cause and direct the Trustee to execute and deliver any instrument necessary or appropriate to confirm and grant, release or terminate any such sublease, easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by the City and the Trustee of: (i) a copy of the instrument of grant, release or termination or of the agreement or other arrangement, (ii) a written application signed by an Authorized Company Representative requesting such instrument, and (iii) a certificate executed by an Authorized Company Representative stating that such grant or release is not detrimental to the proper conduct of the business of the Company, will not impair the effective use or interfere with the efficient and economical operation of the Project, will not materially adversely affect the security intended to be

given by or under the Indenture and will be a Permitted Encumbrance. If no Event of Default has happened and is continuing beyond any applicable grace period, any payments or other consideration received by the Company for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of the Company; but, subject to **Sections 10.4(c)** and **(d)**, upon (i) termination of this Lease for any reason other than the redemption of the Bonds and/or the purchase of the Project by the Company or (ii) the occurrence and continuance of an Event of Default by the Company, all rights then existing of the Company with respect to or under such grant shall inure to the benefit of and be exercisable by the City and the Trustee.

(b) The Company may mortgage the leasehold estate created by this Lease, with prior notice to but without the consent of the City, provided and upon condition that a duplicate original or certified copy or photostatic copy of each such mortgage, and the note or other obligation secured thereby, is delivered to the City within thirty (30) days after the execution thereof. The Company may mortgage the City's fee interest in the Project, with prior notice to but without the consent of the City, provided and upon condition that a duplicate original or certified copy or photostatic copy of each such mortgage, and the note or other obligation secured thereby, is delivered to the City within thirty (30) days after the execution thereof, and further provided that any such Mortgage (1) specifically states that the City shall have no monetary liability for the repayment of any obligation, (2) does not contain any provision altering the rights or obligations of the City under this Lease, the Indenture or the Development Agreement, and (3) specifically states that it is subject and subordinate to the City's rights under Section 6.2 of the Development Agreement. Upon request of the Company made, together with provision of the documents requested to be signed, at least 15 days prior to the date such signature is requested to be delivered, the City shall execute a fee Mortgage that complies with this subsection.

(c) The City acknowledges and agrees that the Company may finance and refinance its rights and interests in the Project, this Lease and the leasehold estate created hereby and, in connection therewith, the Company may execute Financing Documents (in addition to Mortgages governed by subsection (b), above) with one or more Financing Parties. Notwithstanding anything contained to the contrary in this Lease, the Company may, at any time and from time to time, with prior notice to but without the consent of the City (i) execute one or more Financing Documents (in addition to Mortgages governed by subsection (b), above) upon the terms contained in this **Section 10.4** and (ii) sublease or assign this Lease, the leasehold estate, any sublease and rights in connection therewith, and/or grant liens or security interests therein, to any Financing Party. Any further sublease or assignment by any Financing Party shall be subject to the provisions of **Section 13.1(c)**.

(d) Upon notice by the Company to the City in writing that it has executed one or more Financing Documents under which it has granted rights in this Lease to a Financing Party, which includes the name and address of such Financing Party, then the following provisions shall apply in respect of each such Financing Party:

(1) except pursuant to Section 6.2(b) of the Development Agreement, there shall be no merger of this Lease or of the leasehold estate created hereby with the fee title to the Project, notwithstanding that this Lease or said leasehold estate and said fee title shall be owned by the same Person or Persons, without the prior written consent of such Financing Party;

(2) the City shall serve upon each such Financing Party (at the address, if any, provided to the City) a copy of each notice of the occurrence of an Event of Default and each notice of termination given to the Company under this Lease, at the same time as such notice is served upon the Company. No such notice to the Company shall be effective unless a copy thereof is thus served upon each Financing Party;

(3) each Financing Party shall have the same period of time which the Company has, after the service of any required notice upon it, within which to remedy or cause to be remedied any payment default under this Lease which is the basis of the notice plus thirty (30) days, and the City shall accept performance by such Financing Party as timely performance by the Company;

(4) the City may exercise any of its rights or remedies with respect to any other Event of Default by the Company, subject to the rights of the Financing Parties under this **Section 10.4(d)** as to such other events of default;

(5) upon the occurrence and continuance of an Event of Default by the Company under this Lease, other than a default in the payment of money, the City shall take no action to effect a termination of this Lease by service of a notice or otherwise, without first giving notice thereof to each such Financing Party and permitting such Financing Party (or its designee, nominee, assignee or transferee) a reasonable time within which to remedy such default in the case of an Event of Default which is susceptible of being cured (provided that the period to remedy such event of default shall continue beyond any period set forth in the Lease to effect said cure so long as the Financing Party (or its designee, nominee, assignee or transferee) is diligently prosecuting such cure); provided that the Financing Party (or its designee, nominee, assignee or transferee) shall pay or cause to be paid to the City and the Trustee all expenses, including reasonable counsel fees, court costs and disbursements incurred by the City or the Trustee in connection with any such default; and

(6) the Financing Parties (and their designees, nominees, assignees or transferees) shall have the right to enter, possess and use the Project at such reasonable times and manner as are necessary or desirable to effectuate the remedies and enforce their respective rights under the Financing Documents.

(e) In connection with the execution of one or more Financing Documents, upon the request of the Company, the City agrees to execute such documents as shall be reasonably requested by a Financing Party and which are usual and customary in connection with the closing of the financing or refinancing pursuant to the Financing Documents. The Company agrees to reimburse the City for any and all costs and expenses incurred by the City pursuant to this Section, including reasonable attorneys' fees and expenses, in complying with such request.

(f) Any Mortgage and any Financing Documents are subject and subordinate to the City's rights under Section 6.2 of the Development Agreement.

(g) Notwithstanding anything to the contrary above, the provision by the City of any estoppel certificate or title affidavit requested in connection with any Mortgage or Financing Documents shall be at the sole discretion of the City.

Section 10.5. Indemnification of City and Trustee. The Company shall indemnify and save and hold harmless the City and the Trustee and their governing body members, officers, agents and employees (collectively, the "Indemnified Parties") from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, by or on behalf of any person, firm or corporation arising from the issuance of the Bonds and the execution of this Lease, the Indenture or any other documents entered into in connection with the Bonds and from the conduct or management of, or from any work or thing done in or on the Project during the Lease Term, and against and from all claims,

demands, costs, liabilities, damages or expenses, including attorneys' fees, arising during the Lease Term from (a) any condition of the Project, (b) any breach or default on the part of the Company in the performance of any of its obligations under this Lease, the provisions of the Development Agreement made applicable to the Company hereunder, or any related document, (c) any contract entered into by the Company in connection with the construction or improvement of the Project, (d) any act of negligence of the Company or of any of its agents, contractors, servants, employees or licensees, (e) any liability of an Indemnified Party resulting from a failure to comply with Section 107.170 of the Revised Statutes of Missouri, as amended, with respect to the Project, any act of negligence of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company, and (f) obtaining any applicable state and local sales and use tax exemptions for materials or goods that become part of the Project, whether such claim arises before, during or after the term of this Lease, including claims relating to personal injury or damage to property; provided, however, the indemnification contained in this **Section 10.5** shall not extend to (i) the City if such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of work being performed at the Project by employees of the City or the result of negligence or willful misconduct by the City (except in the case of failure to comply with Section 107.170), or (ii) the Trustee if such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of the negligence or willful misconduct of the Trustee or (iii) the performance or failure to perform by the City or the Trustee of its obligations under this Lease, the Development Agreement or any related documents. Upon notice from the City or the Trustee, the Company shall defend them or either of them in any such action or proceeding. This **Section 10.5** shall survive any termination of this Lease or the satisfaction and discharge of the Indenture.

In case any action shall be brought against one or more of the Indemnified Parties based upon the foregoing indemnification and in respect of which indemnity may be sought against the Company, the Indemnified Parties shall promptly notify the Company in writing and the Company shall promptly assume the defense thereof, including the employment of counsel, the payment of all reasonable expenses and the right to negotiate and consent to settlement. If the Company shall have wrongfully failed to assume the defense of such action, the reasonable fees and expenses of counsel retained by the Indemnified Party shall be paid by the Company. If any of the Indemnified Parties is advised by counsel retained by the Company to defend such action that there may be legal defenses available to it which are adverse to or in conflict with those available to the Company or any other Indemnified Party, and that the defense of such Indemnified Party should be handled by separate counsel, the Company shall not have the right to assume the defense of such Indemnified Party, but shall be responsible for the reasonable fees and expenses of counsel retained by such Indemnified Party in assuming its own defense, provided, such counsel shall be acceptable to the Company. Any one or more of the Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Indemnified Parties unless employment of such counsel has been specifically authorized by the Company. The Company shall not be liable for any settlement of any such action effected without its consent by any of the Indemnified Parties, but if settled with the consent of the Company or if there be a final judgment for the plaintiff in any such action against the Company or any of the Indemnified Parties, with or without the consent of the Company, provided that the Company was given prompt written notice and the ability to assume the defense thereof as required by this paragraph, the Company agrees to indemnify and hold harmless the Indemnified Parties to the extent provided herein.

Section 10.6. Depreciation, Investment Tax Credit and Other Tax Benefits. The City agrees that any depreciation, investment tax credit or any other tax benefits with respect to the Project or any part thereof shall be made available to the Company, and the City will fully cooperate with the

Company in any effort by the Company to avail itself of any such depreciation, investment tax credit or other tax benefits.

Section 10.7. Company to Maintain its Corporate Existence. The Company agrees that until the Bonds are paid or payment is provided for in accordance with the terms of the Indenture, it will maintain its corporate existence, and will not dissolve or otherwise dispose of all or substantially all of its assets; provided, however, that the Company may, without violating the agreement contained in this Section, consolidate with or merge into another domestic corporation (i.e., a corporation incorporated and existing under the laws of one of the states of the United States) or permit one or more other domestic corporations to consolidate with or merge into it, or may sell or otherwise transfer to another domestic corporation all or substantially all of its assets as an entirety and thereafter dissolve, provided, the surviving, resulting or transferee corporation either (A) becomes, in connection with the consolidation, merger or sale of assets becomes the Owner of 100% in principal amount of the Bonds Outstanding and expressly assumes in writing all of the obligations of the Company contained in this Lease, or (B) if not the Owner of 100% in principal amount of the Bonds Outstanding, expressly assumes in writing all the obligations of the Company contained in this Lease; and, further provided, that if not the Owner of 100% in principal amount of the Bonds Outstanding, the surviving, resulting or transferee corporation, as the case may be, has a consolidated net worth (after giving effect to said consolidation, merger or transfer) at least (i) equal to or greater than that of the Company immediately prior to said consolidation, merger or transfer, or (b) \$25,000,000. The term “net worth,” as used in this Section, shall mean the difference obtained by subtracting total liabilities (not including as a liability any capital or surplus item) from total assets of the Company and all of its subsidiaries. In any such consolidation, merger or transfer the Company shall comply with the provisions of **Section 10.1** hereof to the extent applicable.

Section 10.8. Security Interests. At the written request of the Owner of the Bonds, the City and the Company agree to enter into all instruments (including financing statements and statements of continuation) necessary for perfection of and continuance of the perfection of the security interests of the City and the Trustee in the Project. The Trustee, at the Company’s expense, shall, pursuant to Section 805 of the Indenture, continue or cause to be continued the liens of such instruments for so long as the Bonds shall be Outstanding. The City and the Company shall cooperate with the Trustee in this regard by executing such continuation statements and providing such information as the Trustee may require to renew such liens.

ARTICLE XI

OPTION AND OBLIGATION TO PURCHASE THE PROJECT

Section 11.1. Option to Purchase the Project. The Company shall have, and is hereby granted, the option to purchase the Project at any time, upon payment in full of all Bonds then Outstanding or provision for their payment having been made pursuant to **Article XIII** of the Indenture. To exercise such option the Company shall give written notice to the City and to the Trustee, and shall specify therein the date of closing such purchase, which date shall be not less than 15 nor more than 90 days from the date such notice is mailed, and in case of a redemption of the Bonds in accordance with the provisions of the Indenture, the Company shall make arrangements satisfactory to the Trustee for the giving of the required notice of redemption. Notwithstanding the forgoing, if the City or the Trustee provides notice of its intent to exercise its remedies hereunder (a “Remedies Notice”), the Company shall be deemed to have exercised its repurchase option under this Section on the 29th day following the issuance of the Remedies Notice without any further action by the Company; provided said notice has not been rescinded by such date (such option to take place on the 29th day following the issuance of the

Remedies Notice). The Company may rescind such exercise by providing written notice to the City and the Trustee on or prior to the 29th and by taking such action as may be required to cure the default that led to the giving of the Remedies Notice. The purchase price payable by the Company in the event of its exercise of the option granted in this Section shall be the sum of the following:

(a) an amount of money which, when added to the amount then on deposit in the Bond Fund, will be sufficient to redeem all of the then Outstanding Bonds on the earliest redemption date next succeeding the closing date, including, without limitation, principal and interest to accrue to said redemption date and redemption expense; plus

(b) an amount of money equal to the Trustee's and the Paying Agent's agreed to and reasonable fees, charges and expenses under the Indenture accrued and to accrue until such redemption of the Bonds; plus

(c) an amount of money equal to all payments due and payable pursuant to the Development Agreement through the end of the calendar year in which the date of purchase occurs (to the extent not otherwise provided for); plus

(d) the sum of \$100.00.

At its option, to be exercised at least 5 days before the date of closing such purchase, the Company may deliver to the Trustee for cancellation Bonds not previously paid, and the Company shall receive a credit against the purchase price payable by the Company in an amount equal to 100% of the principal amount of the Bonds so delivered for cancellation, plus the accrued interest thereon.

The City shall have the purchase option set out in Section 6.2(b) of the Development Agreement, to which the Company's option as set out above shall be subject and subordinate.

Section 11.2. Conveyance of the Project. At the closing of the purchase of the Project by the Company pursuant to this Article, the City will upon receipt of the purchase price deliver to the Company the following:

(a) If the Indenture shall not at the time have been satisfied in full, a release from the Trustee of the Project from the lien and/or security interest of the Indenture and this Lease and appropriate termination of financing statements as required under the Uniform Commercial Code; and

(b) Documents, including without limitation a special warranty deed as to the Project Site, conveying to the Company legal title to the Project, as it then exists, in recordable form, subject to the following: (i) those liens and encumbrances, if any, to which title to the Project was subject when conveyed to the City; (ii) those liens and encumbrances created by the Company or to the creation or suffering of which the Company consented; (iii) those liens and encumbrances resulting from the failure of the Company to perform or observe any of the agreements on its part contained in this Lease; (iv) Permitted Encumbrances other than the Indenture and this Lease; and (v) if the Project or any part thereof is being condemned, the rights and title of any condemning authority.

Section 11.3. Relative Position of Option and Indenture. The options and obligation to purchase the Project granted to the Company in this Article shall be and remain prior and superior to the Indenture and may be exercised whether or not the Company is in default under this Lease, provided that

such default will not result in nonfulfillment of any condition to the exercise of any such option and further provided that all options herein granted shall terminate upon the termination of this Lease. Such options and obligation of the Company shall be subject and subordinate to the City's options set out in Section 6.2(b) of the Development Agreement.

Section 11.4. Obligation to Purchase the Project. As additional consideration for the Company's use of the Project, the Company hereby agrees to purchase, and the City hereby agrees to sell, the Project (a) upon the occurrence of the expiration of the Lease Term following full payment of the Bonds or provision for payment thereof having been made in accordance with the provisions of the Indenture, or (b) if earlier, by December 31 of the year in which the final PILOT payment is due under the Development Agreement. The amount of the purchase price under this Section shall be calculated in accordance with **Section 11.1**.

ARTICLE XII

DEFAULTS AND REMEDIES

Section 12.1. Events of Default. If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an "Event of Default" or "default" under this Lease:

- (a) Default in the due and punctual payment of Basic Rent; or
- (b) Default in the due and punctual payment of Additional Rent for a period of 30 days following written notice to the Company by the City or the Trustee; or
- (c) Default in the due observance or performance of any other covenant, agreement, obligation or provision of this Lease on the Company's part to be observed or performed, and such default shall continue for 30 days after the City or the Trustee has given the Company written notice specifying such default (or such longer period as shall be reasonably required to cure such default; provided that (1) the Company has commenced such cure within said 30-day period, and (2) the Company diligently prosecutes such cure to completion); or
- (d) The Company: (1) admits in writing its inability to pay its debts as they become due; or (2) files a petition in bankruptcy or for reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code as now or in the future amended or any other similar present or future federal or state statute or regulation, or files a pleading asking for such relief; or (3) make an assignment for the benefit of creditors; or (4) consents to the appointment of a trustee, receiver or liquidator for all or a major portion of its property or fails to have the appointment of any trustee, receiver or liquidator made without the Company's consent or acquiescence, vacated or set aside; or (5) is finally adjudicated as bankrupt or insolvent under any federal or state law; or (6) is subject to any proceeding, or suffers the entry of a final and non-appealable court order, under any federal or state law appointing a trustee, receiver or liquidator for all or a major part of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the Bankruptcy Code, as now or in the future amended, which order or proceeding, if not consented to by it, is not dismissed, vacated, denied, set aside or stayed within 90 days after the day of entry or commencement; or (7) suffers a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of

attachment or any similar process is not contested, stayed, or is not released within 60 days after the final entry, or levy or after any contest is finally adjudicated or any stay is vacated or set aside; or

(e) the Company vacates, abandons, ceases operations, fails to occupy or is ejected from the Project or any material portion thereof, and the same remains uncared for or abandoned for a period of 90 days; or

(f) The occurrence and continuance of an “Event of Default” under the Development Agreement following any applicable notice and grace period provided therein.

Section 12.2. Remedies on Default. If any Event of Default referred to in **Section 12.1** hereof has occurred and continues beyond the period provided to cure, then the City may at the City’s election (subject, however, to any restrictions against acceleration of the maturity of the Bonds or termination of this Lease in the Indenture), then or at any time thereafter, and while such default continues, take any one or more of the following actions:

(a) cause all amounts payable with respect to the Bonds for the remainder of the term of this Lease to become due and payable after giving ten (10) days prior written notice thereof to the Company, as provided in the Indenture; or

(b) give the Company written notice of the City’s intention to terminate this Lease on a date specified therein, which date shall not be earlier than 30 days after such notice is given, and if all defaults have not then been cured, on the date so specified, the Owners shall tender or be deemed to have tendered the Outstanding principal amount of the Bonds for cancellation with instruction that such tender is in lieu of payment in accordance with **Section 11.1** hereof and this Lease shall thereupon be terminated, and the City will promptly convey the Project in accordance with **Section 11.2** hereof.

Section 12.3. Survival of Obligations. The Company covenants and agrees with the City and Owners that those of its obligations under this Lease which by their nature require performance after the end of the term of this Lease, or which are expressly stated herein as intended to survive expiration or termination of this Lease, shall survive the cancellation and termination of this Lease, for any cause.

Section 12.4. Performance of the Company’s Obligations by the City. Upon an Event of Default, the City, or the Trustee in the City’s name, may (but shall not be obligated so to do) upon the continuance of such failure on the Company’s part for 60 days after written notice of such failure is given the Company by the City or the Trustee, and without waiving or releasing the Company from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and all reasonable sums so paid by the City or the Trustee and all necessary incidental reasonable costs and expenses incurred by the City or the Trustee (including, without limitation, attorney’s fees and expenses) in performing such obligations shall be deemed Additional Rent and shall be paid to the City or the Trustee on demand, and if not so paid by the Company, the City or the Trustee shall have the same rights and remedies provided for in **Section 12.2** hereof in the case of default by the Company in the payment of Basic Rent.

Section 12.5. Rights and Remedies Cumulative. The rights and remedies reserved by the Trustee, the City and the Company hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Trustee, the City and the Company shall each be entitled to specific performance and

injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Lease, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 12.6. Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by the Company of any covenant, agreement or undertaking by the Company, the Trustee or the City may nevertheless accept from the Company any payment or payments hereunder without in any way waiving the Trustee or the City's right to exercise any of its rights and remedies provided for herein with respect to any such breach or breaches of the Company which were in existence at the time such payment or payments were accepted by the Trustee or the City.

Section 12.7. Trustee's Exercise of the City's Remedies. Whenever any Event of Default has occurred and is continuing, the Trustee may, but except as otherwise provided in the Indenture shall not be obliged to, exercise any or all of the rights of the City under this Article, upon notice as required of the City unless the City has already given the required notice. In addition, the Trustee shall have available to it all of the remedies prescribed by the Indenture.

ARTICLE XIII

ASSIGNMENT AND SUBLEASE

Section 13.1. Assignment; Sublease.

(a) The Company may assign, transfer, encumber or dispose of this Lease or any interest therein or part thereof for any lawful purpose under the Act. With respect to any assignment, the Company shall comply with the following conditions:

(1) Such assignment shall be in writing, duly executed and acknowledged by the assignor and in proper form for recording;

(2) Such assignment shall include the entire then unexpired term of this Lease; and

(3) A duplicate original of such assignment shall be delivered to the City and the Trustee within 10 days after the execution thereof, together with an assumption agreement, duly executed and acknowledged by the assignee in proper form for recording, by which the assignee shall assume all of the terms, covenants and conditions of this Lease on the part of the Company to be performed and observed.

(b) The Company shall have the right to sublet all or any part of the Project to a single entity for any lawful purpose under the Act. The Company shall, within 10 days after the delivery thereof, furnish or cause to be furnished to the City and the Trustee a true and correct copy of each such sublease. Any sublease may provide, at the Company's option, that the City's consent shall not be required in respect of any further subletting thereunder if such further subletting is for a similar purpose as the original sublease and is for a purpose permissible under the Act.

(c) Notwithstanding the foregoing, the right of the Company to assign or sublease any interests in this Lease without the prior written consent of the City (which consent shall not be

unreasonably, arbitrarily or unnecessarily withheld) shall only apply to assignments made (A) to any entity whose long-term debt, or the long-term debt of an entity controlled by, under common control with or controlling such entity has at least a rating in any of the top three long term debt rating categories by any nationally recognized rating agency; (B) so long as the Company shall remain secondarily liable, to any such entity; or (C) to an entity controlled by or under common control with or controlling the Company, so long as such entity has a net worth of at least \$5,000,000 at the time of such assignment or sublease; provided, however, so long as the Company is the sole Holder of the Bonds, the net worth requirement set forth in subsection (C) shall not apply. Any assignee of all the rights of the Company shall agree to be bound by the terms of this Lease and any other documents related to the issuance of the Bonds. Upon such assignment of all the rights of the Company and agreement by the assignee to be bound by the terms of this Lease and any other documents related to the Bonds, the Company shall be released from and have no further obligations under this Lease or any other agreement related to the issuance of the Bonds.

(d) Notwithstanding the foregoing, the Company may, in the ordinary course of its business, and without the prior approval of, or notice to, the City, enter into leases or subleases with one or more persons or entities for the various units within the Project to be used for residential purposes, for commercial use of space on the first floor, or for other uses commonly associated with a mixed-use apartment complex and parking facility.

Section 13.2. Assignment of Revenues by City. The City shall assign and pledge any rents, revenues and receipts receivable under this Lease, to the Trustee pursuant to the Indenture as security for payment of the principal of, interest and premium, if any, on the Bonds and the Company hereby consents to such pledge and assignment. The City and the Company recognize that the Trustee is a third party creditor-beneficiary of this Lease.

Section 13.3. Prohibition Against Fee Mortgage of Project. The City shall not mortgage its fee interest in the Project except at the request of the Company, but may assign its interest in and pledge any moneys receivable under this Lease to the Trustee pursuant to the Indenture as security for payment of the principal of and interest on the Bonds.

Section 13.4. Restrictions on Sale or Encumbrance of Project by City. During this Lease Term, the City agrees that, except to secure the Bonds to be issued pursuant to the Indenture, it will not sell, assign, encumber, transfer or convey the Project or any interest therein, but may assign its interest in and pledge any moneys receivable under this Lease to the Trustee pursuant to the Indenture as security for payment of the principal of and interest on the Bonds.

ARTICLE XIV

AMENDMENTS, CHANGES AND MODIFICATIONS

Section 14.1. Amendments, Changes and Modifications. Except as otherwise provided in this Lease or in the Indenture, subsequent to the issuance of Bonds and prior to the payment in full of the Bonds (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), this Lease may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the Trustee, given in accordance with the provisions of the Indenture.

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section 15.1. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be governed by **Section 1403** of the Indenture.

Section 15.2. City Shall Not Unreasonably Withhold Consents and Approvals. Wherever in this Lease it is provided that the City shall, may or must give its approval or consent, or execute supplemental agreements or schedules, the City shall not unreasonably, arbitrarily or unnecessarily withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements or schedules; provided, however, that nothing in this Lease shall be interpreted to affect the City's rights to approve or deny any additional project or matter unrelated to the Project subject to zoning, building permit or other regulatory approvals by the City.

Section 15.3. Net Lease. The parties hereto agree (a) that this Lease shall be deemed and construed to be a net lease, (b) that the payments of Basic Rent are designed to provide the City and the Trustee funds adequate in amount to pay all principal of and interest accruing on the Bonds as the same become due and payable, (c) that to the extent that the payments of Basic Rent are not sufficient to provide the City and the Trustee with funds sufficient for the purposes aforesaid, the Company shall be obligated to pay, and it does hereby covenant and agree to pay, upon demand therefor, as Additional Rent, such further sums of money, in cash, as may from time to time be required for such purposes, and (d) that if after the principal of and interest on the Bonds and all costs incident to the payment of the Bonds (including the fees and expenses of the City and the Trustee) have been paid in full the Trustee or the City holds unexpended funds received in accordance with the terms hereof such unexpended funds shall, after payment therefrom of all sums then due and owing by the Company under the terms of this Lease, and except as otherwise provided in this Lease and the Indenture, become the absolute property of and be paid over forthwith to the Company.

Section 15.4. Limitation on Liability of City. No provision, covenant or agreement contained in this Lease, the Indenture or the Bonds, or any obligation herein or therein imposed upon the City, or the breach thereof, shall constitute or give rise to or impose upon the City a pecuniary liability or a charge upon the general credit or taxing powers of the City or the State of Missouri.

Section 15.5. Governing Law. This Lease shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 15.6. Binding Effect. This Lease shall be binding upon and shall inure to the benefit of the City and the Company and their respective successors and assigns.

Section 15.7. Severability. If for any reason any provision of this Lease shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 15.8. Electronic Storage and Notice. The parties hereto agree that the transaction described herein may be conducted and related documents may be received, sent or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law. If the Company elects to give instructions by electronic notice to the Trustee, the Trustee may deem such instructions

controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Company agrees to assume all risks arising out of the use of such electronic notice to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 15.9. Execution in Counterparts. This Lease may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 15.10 Complete Agreement. THE COMPANY AND THE CITY UNDERSTAND THAT ORAL OR UNEXECUTED AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT THE COMPANY AND THE CITY FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS THE COMPANY AND THE CITY REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS LEASE, WHICH ARE THE COMPLETE AND EXCLUSIVE STATEMENTS OF THE AGREEMENT BETWEEN THE COMPANY AND THE CITY, EXCEPT AS THE COMPANY AND THE CITY MAY LATER AGREE IN WRITING TO MODIFY THIS LEASE.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in their respective names by their duly authorized signatories, all as of the date first above written.

CITY OF NORTH KANSAS CITY, MISSOURI

By: _____

Name: Bryant DeLong

Title: Mayor

[SEAL]

ATTEST:

By: _____

Name: Crystal Doss

Title: City Clerk

STAR NKC PROPCO, LLC,
a Missouri limited liability company

By: STAR NKC QOZB, LLC, a Missouri limited
liability company, its Sole Member

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

EXHIBIT A

PROJECT SITE

LOT 1, 23RD AND SWIFT APARTMENTS, A SUBDIVISION IN NORTH KANSAS CITY, CLAY COUNTY MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

EXHIBIT B

PROJECT IMPROVEMENTS

The Project Improvements consist of all improvements made on the Project Site and paid for with Bond proceeds.

EXHIBIT C

FORM OF REQUISITION CERTIFICATE

Requisition No. _____
Date: _____

REQUISITION CERTIFICATE

Project Fund

TO: BOKF, N.A., AS TRUSTEE UNDER A TRUST INDENTURE DATED AS OF NOVEMBER 1, 2021, BETWEEN CITY OF NORTH KANSAS CITY, MISSOURI, AND THE TRUSTEE, AND THE LEASE AGREEMENT DATED AS OF NOVEMBER 1, 2021, BETWEEN CITY OF NORTH KANSAS CITY, MISSOURI, AND STAR NKC PROPCO, LLC.

The undersigned Authorized Company Representative requests that the total set forth on **Schedule 1** be paid for Project Costs (as defined in said Lease) in such amounts, to such payees and for such purposes as set forth on **Schedule 1** attached hereto.

We hereby state and certify that: (i) the amounts requested are or were necessary and appropriate in connection with the acquisition, construction and improvement of the Project, have been properly incurred and are a proper charge against the Project Fund, and have been paid by or are justly due to the persons whose names and addresses are stated on **Schedule 1**, and have not been the basis of any previous requisition from the Project Fund; (ii) as of this date, except for the amounts referred to above, there are no, to the best of our knowledge, outstanding statements which are due and payable for labor, wages, materials, supplies or services in connection with the acquisition, construction and improvement of the Project which, if unpaid, might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or similar lien upon the Project or any part thereof; and (iii) no part of the several amounts paid or due as stated above has been or is being made the basis for the withdrawal of any moneys from the Project Fund in any previous or pending application for payment made pursuant to said Lease.

STAR NKC PROPCO, LLC,
a Missouri limited liability company

By: _____
Authorized Company Representative

SCHEDULE 1 TO REQUISITION CERTIFICATE

PROJECT COSTS

<u>Payee and Address</u>	<u>Description</u>	<u>Amount</u>
--------------------------	--------------------	---------------

EXHIBIT D

FORM OF CERTIFICATE OF INSURANCE COMPLIANCE

The undersigned, being the Authorized Company Representative for STAR NKC Propco, LLC, as tenant (the “Company”), under a certain Lease Agreement dated as of November 1, 2021, between the City of North Kansas City, Missouri (the “City”), and the Company (the “Lease”), and as beneficiary of the City’s Taxable Industrial Development Revenue Bonds (23rd & Swift Project), Series 2021, issued pursuant to a certain Trust Indenture dated as of November 1, 2021 (the “Indenture”), hereby certifies pursuant to Article VII of Lease:

1. All capitalized terms used in this Certificate and not otherwise defined herein shall have the meanings set forth in the Lease.
2. The policies of insurance required to in place pursuant to Article VII of the Lease are effective and the premiums with respect thereto have been paid in full as of the date set forth below. Such policies comply with the terms and provisions set forth in Article VII, and the Company is in compliance with the provisions of Article VII.
3. The undersigned will notify the Trustee 10 days prior to any cancellation or material change to such policies; the policies currently in effect have an expiration date of _____, 20____.
4. The Trustee may conclusively rely on this Certificate of Insurance Compliance without further investigation.
5. Attached hereto are insurance certificates showing compliance with the liability and casualty insurance requirements of Article VII of the Lease.

IN WITNESS WHEREOF, the undersigned Authorized Company Representative has signed this Certificate, and the statements of fact made in this Certificate are true and correct.

Authorized Company Representative

Date: _____

ATTACHMENTS:

1. Liability insurance certificate(s)
2. Casualty insurance certificate(s)

Note: all insurance certificates must show the City and the Trustee as additional insureds.

\$57,200,000
(Aggregate Maximum Principal Amount)
City of North Kansas City, Missouri
Taxable Industrial Development Revenue Bonds
(23rd & Swift Project)
Series 2021

November 1, 2021

BOND PURCHASE AGREEMENT

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

On the basis of the representations and covenants and upon the terms and conditions contained in this Bond Purchase Agreement, STAR NKC Propco, LLC, a Missouri limited liability company (the “**Company**” and the “**Purchaser**”) offers to purchase from the City of North Kansas City, Missouri (the “**City**”), the above-referenced Taxable Industrial Development Revenue Bonds (23rd & Swift Project), Series 2021, in the maximum aggregate principal amount of \$57,200,000 (the “**Bonds**”), dated as provided in the Indenture (hereinafter defined), to be issued by the City, under and pursuant to an ordinance adopted by the governing body of the City on November 2, 2021 (the “**Ordinance**”) and a Trust Indenture dated as of November 1, 2021 (the “**Indenture**”), by and between the City and BOKF, N.A., a national banking association authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, with a corporate trust office located in Kansas City, Missouri, as Trustee (the “**Trustee**”).

SECTION 1. REPRESENTATIONS AND AGREEMENTS

By the City’s acceptance hereof, the City hereby represents to the Purchaser that:

(a) The City is a third-class city duly organized and existing under the laws of the State of Missouri. The City is authorized pursuant to the Constitution and laws of the State of Missouri, to authorize, issue and deliver the Bonds and to consummate all transactions contemplated by this Bond Purchase Agreement, the Ordinance, the Indenture, the Lease Agreement dated as of November 1, 2021 (the “**Lease**”), by and between the City and the Company, the First Amended and Restated Development Agreement dated as of _____, 2021 (the “**Development Agreement**”), by and among the City, the Company and Star Acquisitions & Development, LLC, a Missouri limited liability company, and any and all other agreements relating thereto. The documents listed in the prior sentence are referred to herein as the “**Bond Documents.**” The proceeds of the Bonds shall be used to finance the acquisition of the Project Site and the construction of the Project Improvements, as defined in the Indenture and to pay for the costs incurred in connection with the issuance of the Bonds.

(b) There is no controversy, suit or other proceeding of any kind pending or threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in

any way the legal organization of the City or its boundaries, or the right or title of any of its officers to their respective offices, or the legality of any official act leading up to the issuance of the Bonds or the constitutionality or validity of the indebtedness represented by the Bonds or the validity of the Bonds or the Bond Documents.

SECTION 2. PURCHASE, SALE AND DELIVERY OF THE BONDS

On the basis of the representations and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions herein set forth and in the Indenture, the Purchaser agrees to purchase from the City and the City agrees to sell to the Purchaser the Bonds on the terms and conditions set forth herein.

The Bonds shall be sold to the Purchaser by the City on the Closing Date (hereinafter defined) upon payment of an amount equal to the Closing Price (hereinafter defined) for the Bonds, which amount shall be deposited in the Project Fund as provided in **Section 502** of the Indenture and shall thereafter on the Closing Date immediately be applied to the payment of Project Costs as provided in the Lease. From time to time after the Closing Date, the Purchaser may make additional payments with respect to the Bonds (“**Additional Payments**”) to the Trustee under the Indenture, which Additional Payments shall be deposited in the Project Fund and applied to the payment of Project Costs and the outstanding principal amount of the Bonds shall increase by each such Additional Payment; provided that the sum of the Closing Price and all such Additional Payments shall not, in the aggregate, exceed \$57,200,000. Under the conditions set forth in **Section 208(e)** of the Indenture, the Company shall be deemed to have paid over to the Trustee, and the Trustee shall be deemed to have deposited into and disbursed from the Project Fund, an amount equal to the amounts of such requisitions.

As used herein, the term “**Closing Date**” shall mean November ____, 2021, or such other date as shall be mutually agreed upon by the City and the Purchaser; the term “**Closing Price**” shall mean that certain amount specified in a closing memorandum as the amount required to fund the initial disbursement from the Project Fund on the Closing Date.

The Bonds shall be issued under and secured as provided in the Ordinance and in the Indenture and the Lease authorized thereby and the Bonds shall have the maturities, interest rates and shall be subject to redemption as set forth therein. The delivery of the Bonds shall be made in definitive form as one fully registered bond in the maximum aggregate principal denomination of \$57,200,000; provided, that the principal amount of the Bonds outstanding at any time shall be that amount recorded in the official bond registration records of the Trustee and further provided that interest shall be payable on the Bonds only on the outstanding principal amount of the Bond, as more fully provided in the Indenture.

The Company agrees to indemnify and hold harmless the City and the Trustee, including any member, officer, official or employee of the City or of the Trustee within the meaning of Section 15 of the Securities Act of 1933, as amended (collectively, the “**Indemnified Parties**”), against any and all losses, claims, damages, liabilities or expenses whatsoever caused by any violation or failure to comply with any federal or state securities laws in connection with the Bonds; provided, however, the indemnification contained in this paragraph shall not extend to such Indemnified Party (a) if such loss, claim, damage, liability or expense is the result of the Indemnified Party’s negligence or willful misconduct or breach of this Bond Purchase Agreement or the Bond Documents, or (b) if the Indemnified Party is not following the written instructions of the, the Company or the Owner of the Bonds, as applicable.

In case any action shall be brought against one or more of the Indemnified Parties based upon the foregoing indemnification and in respect of which indemnity may be sought against the Company (the “**Indemnifying Party**”) the Indemnified Parties shall promptly notify the Indemnifying Party in writing and the Indemnifying Party shall promptly assume the defense thereof, including the employment of counsel, the payment of all expenses and the right to negotiate and consent to settlement. Any one or more of the Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Indemnified Parties unless employment of such counsel has been specifically authorized by the Indemnifying Party. The Indemnifying Party shall not be liable for any settlement of any such action effected without its consent by any of the Indemnified Parties, but if settled with the consent of the Indemnifying Party or if there be a final judgment for the plaintiff in any such action against the Indemnifying Party or any of the Indemnified Parties, with or without the consent of the Indemnifying Party, the Indemnifying Party agrees to indemnify and hold harmless the Indemnified Parties to the extent provided herein.

SECTION 3. CONDITIONS TO THE PURCHASER’S OBLIGATIONS

The Purchaser’s obligations hereunder shall be subject to the due performance by the City of the City’s obligations and agreements to be performed hereunder on or prior to the Closing Date and to the accuracy of and compliance with the City’s representations contained herein, as of the date hereof and as of the Closing Date, and are also subject to the following conditions:

(a) There shall be delivered to the Purchaser on or prior to the Closing Date a duly executed copy of the Bond Documents and any other instrument contemplated thereby shall be in full force and effect and shall not have been modified or changed except as may have been agreed to in writing by the Purchaser.

(b) The City shall confirm on the Closing Date by a certificate that at and as of the Closing Date the City has taken all action necessary to issue the Bonds and that there is no controversy, suit or other proceeding of any kind pending or threatened wherein any question is raised affecting in any way the legal organization of the City or the legality of any official act shown to have been done in the transcript of proceedings leading up to the issuance of the Bonds, or the constitutionality or validity of the indebtedness represented by the Bonds or the validity of the Bonds or any proceedings in relation to the issuance or sale thereof. The form and substance of such certificate shall be satisfactory to the Purchaser.

(c) Receipt by the Purchaser of an approving opinion from Gilmore & Bell, P.C., in form and substance satisfactory to the Purchaser.

SECTION 4. THE PURCHASER’S RIGHTS TO CANCEL

The Purchaser shall have the right to cancel its obligation hereunder to purchase the Bonds by notifying the City in writing sent by first class mail, facsimile or reputable overnight delivery service, of its election to make such cancellation at any time prior to the Closing Date.

SECTION 5. CONDITIONS OF OBLIGATIONS

The obligations of the parties hereto are subject to the receipt of the approving opinion of Gilmore & Bell, P.C., Bond Counsel, with respect to the validity of the authorization and issuance of the Bonds.

SECTION 6. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY

All of the representations and agreements by either party shall remain operative and in full force and effect, and shall survive delivery of the Bonds to the Purchaser.

SECTION 7. PAYMENT OF EXPENSES

The Company shall pay all reasonable expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the Bonds from proceeds of the Bonds or otherwise, and the agreement as to the share of such expenses paid by each such party shall be reflected in the closing memorandum.

SECTION 8. NOTICE

Any notice or other communication to be given to the City or the Purchaser under this Agreement may be given by mailing or delivering the same in writing as provided in the Indenture.

SECTION 9. APPLICABLE LAW; ASSIGNABILITY

This Bond Purchase Agreement shall be governed by the laws of the State of Missouri and may be assigned by the Purchaser under the same terms and conditions as set out in the Lease for assignment of the Lease.

SECTION 10. EXECUTION OF COUNTERPARTS

This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

[remainder of page intentionally left blank]

Very truly yours,

STAR NKC PROPCO, LLC,
a Missouri limited liability company,
as Company and as Purchaser

By: STAR NKC QOZB, LLC, a Missouri limited
liability company, its Sole Member

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

Accepted and Agreed as of the Closing Date.

CITY OF NORTH KANSAS CITY, MISSOURI

By: _____
Mayor

MEMORANDUM



TO: Mayor and City Council

FROM: Crystal Doss, City Clerk

DATE: November 2, 2021

RE: Ordinance Calling for the April 2022 General Municipal Election

Before each election, the City is required to pass an ordinance calling for that election. Attached is the ordinance calling for the General Election to be held on April 5, 2022. This year's election will be for a two-year term to fill the seats currently held by Anthony Saper, Lisa Tull, Zachary Clevenger and Ana Pellumbi. The filing for declaration of candidacy will be from 8:00 a.m. on December 7, 2021 and closes at 5:00 p.m. on December 28, 2021.

Please contact me if you have any questions.

AN ORDINANCE CALLING FOR A GENERAL ELECTION TO BE HELD ON APRIL 5, 2022, FOR THE PURPOSE OF ELECTING ONE QUALIFIED COUNCILMEMBER FROM EACH OF THE FOUR WARDS IN 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, each year there is a general municipal election for the purpose of electing qualified residents to serve in various elective offices within the City; and

WHEREAS, on April 5, 2022, there is a need to hold a general municipal election for the purpose of electing a qualified resident from each of the City’s four wards to serve as a member of the City Council.

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

Section 1. A municipal non-partisan general election shall be held on Tuesday, April 5, 2022, in the City of North Kansas City, Missouri, for the purpose of electing one person to the office of Councilmember from each of the City’s four wards.

Section 2. The said municipal general election shall be held in accordance with the laws of the State of Missouri and Ordinances of the City of North Kansas City, Missouri, and such election shall be conducted by the Clay County Board of Election Commissioners. The filing of declaration of candidacy may begin not earlier than 8:00 a.m. on Tuesday, December 7, 2021, and will be accepted until 5:00 p.m. on Tuesday, December 28, 2021.

Section 3. At or before 5:00 p.m. on January 25, 2022, the City Clerk shall give notice of the said municipal general election to the Clay County Board of Election Commissioners, including a sample ballot duly certifying the candidates at the said election.

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. 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 2nd day of November, 2021.

Bryant DeLong, *Mayor*

ATTEST:

Crystal Doss, *City Clerk*

APPROVED this 2nd day of November, 2021

Bryant DeLong, *Mayor*

APPROVED AS TO FORM:

Anthony W. Bologna, *City Attorney*

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

2022 Missouri Election Calendar

2022 Election Calendar		2021 Election Calendar		2020 Election Calendar	
Official Election Day	Style of Election	Last Day to Register to Vote	First Day for Candidate Filing	Last Day for Candidate Filing	Final Certification Date
February 8, 2022	Bond elections may be held on the first Tuesday after the first Monday in February but no other issue shall be included on the ballot for such election.	January 12, 2022	October 12, 2021	November 2, 2021	November 30, 2021
March 8, 2022 (see local charter)	Charter cities and charter counties ONLY	February 9, 2022	November 9, 2021	November 30, 2021	December 28, 2021
April 5, 2022	General Municipal Election Day	March 9, 2022	December 7, 2021	December 28, 2021	January 25, 2022
August 2, 2022	Primary Election	July 6, 2022	February 22, 2022	March 29, 2022	May 24, 2022
November 8, 2022	General Election	October 12, 2022	July 12, 2022*	August 2, 2022*	August 30, 2022

The final date for new party and independent candidates to submit their petitions to the Secretary of State is 5:00 p.m., August 1, 2022. Independent candidates for county offices and those wishing to form a new party within a county must submit their petition to the local election authority (county clerk or election board) by 5:00 p.m., August 1, 2022. (115.329.1, RSMo).

*Opening and closing of filing for jurisdictions authorized to elect directors in November, such as 911 & Emergency Services directors.

Statutory References (RSMo)

Official Election Day	§§ 115.121, 115.123
Style of Election	§§ 115.121, 115.123
Last Day to Register	§ 115.135.1
First Day to File	§§ 115.127.5, 115.329.1, 115.349.2, 115.761
Last Day to File	§§ 115.127.5, 115.329.1, 115.349.1
Final Certification Date	§§ 115.125, 115.387, 115.401, 116.240

BILL NO. 7643

ORDINANCE NO. 9440

**AN ORDINANCE AUTHORIZING PAYMENT FOR CERTAIN ACCOUNTS
DUE AND PAYABLE BY THE CITY THROUGH OCTOBER 29, 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	161,075.90
B. Payroll Transfers	453,036.22
C. Transportation Sales Tax	43,010.93
D. Convention & Tourism	480.71
E. Gaming Fund	10,138.48
F. Community Center	—
G. Water Fund	121,326.09
H. Sewerage System Fund	16,495.57
I. Pension Fund	—
J. Northgate Capital Project	—
K. Health Fund	—
L. Communications Fund	—
	<hr/>
	\$ 805,563.90
	<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 2nd day of November , 2021

Mayor

APPROVED this 2nd day of November , 2021

Mayor

ATTEST:

City Clerk

PAYMENT ORDINANCE DETAIL FOR OCTOBER 29, 2021

	VISA WIRE	CHECK/DRAFT	TOTAL
GENERAL FUND	\$ 28,148.75	132,927.15	161,075.90
PARKS & RECREATION	5,239.90	9,891.40	15,131.30
LIBRARY	1,700.29	14,673.08	16,373.37
TRANSPORTATION	6,117.76	36,893.17	43,010.93
CONVENTION & TOURISM	480.71	—	480.71
GAMING FUND	-	10,138.48	10,138.48
NORTHGATE CAPITAL PROJECT	-	—	—
HEALTH FUND	-	—	—
WATER	1,098.72	120,227.37	121,326.09
SEWER	2,085.18	14,410.39	16,495.57
COMMUNITY CENTER	-	0.00	—
COMMUNICATIONS FUND	-	0.00	—
PENSION	-	—	—
REPORT SUB-TOTAL	\$ 44,871.31	\$ 339,161.04	\$ 384,032.35

PAYROLL TRANSFERS THROUGH OCTOBER 29, 2021 453,036.22

Total Payments **\$ 837,068.57**

Less Parks & Library (31,504.67)

ORDINANCE TOTAL **\$ 805,563.90**



North Kansas City, MO

Journal Entry Register

Packet: GLPKT12498 - SEPT 2021 VISA

Journal: 8398
Description: Visa Import

Controlling Fund: 99

Posting Date: 10/26/2021

Accrual Date:

Added Date: 10/26/2021

Account	Account Name	Description	JE Type:	Project Account Key	IFT	Amount
99-1001	CONSOLIDATED CASH	SEPTEMBER 2021 VISA PAYMENT				-44,871.31
	Cash Type: Bank Draft	Number: DFT0002768	Check Stock:			
20-540-7190	OTHER MAINTENANCE	Dog Waste Depot				609.71
20-540-7120	EQUIPMENT MAINTENANCE	Mo Dmv				62.25
20-540-7190	OTHER MAINTENANCE	Allpartitions				35.00
20-540-7190	OTHER MAINTENANCE	Lowes 02767				44.44
20-540-7190	OTHER MAINTENANCE	Grainger				86.05
20-540-7110	BUILDING MAINTENANCE	The Mop Bucket				273.11
20-540-7190	OTHER MAINTENANCE	The Home Depot 3008				91.94
20-540-7190	OTHER MAINTENANCE	The Home Depot 3008				40.04
10-515-7026	ANIMAL CONTROL EXPENSE	Parkville Animal Wellnes				489.97
10-515-7026	ANIMAL CONTROL EXPENSE	Lowes 02767				654.76
10-515-7026	ANIMAL CONTROL EXPENSE	Parkville Animal Wellnes				10.00
10-515-7026	ANIMAL CONTROL EXPENSE	Parkville Animal Wellnes				229.12
10-515-7026	ANIMAL CONTROL EXPENSE	Petsmart 3165				53.37
10-515-7026	ANIMAL CONTROL EXPENSE	Target 00013888				39.97
10-515-6220	DUES & MEMBERSHIPS	Paypal				10.00
10-515-7026	ANIMAL CONTROL EXPENSE	Parkville Animal Wellnes				119.00
10-515-7140	VEHICLE MAINTENANCE	Glad Rents Inc				108.10
10-515-7026	ANIMAL CONTROL EXPENSE	Save A Lot 60048				11.67
10-515-7026	ANIMAL CONTROL EXPENSE	Kc Pet Food				270.22
10-515-7026	ANIMAL CONTROL EXPENSE	The Mop Bucket				195.03
10-515-7026	ANIMAL CONTROL EXPENSE	Petsmart 3165				28.00
10-515-7026	ANIMAL CONTROL EXPENSE	Parkville Animal Wellnes				42.26
10-515-5426	TRAINING/TRAVEL APPOINTED	Redhead Lakeside Grill				20.89
10-515-5426	TRAINING/TRAVEL APPOINTED	Culvers Of Osage Beach				9.34
10-515-5426	TRAINING/TRAVEL APPOINTED	Shorty Pants Lounge				25.10
10-515-5426	TRAINING/TRAVEL APPOINTED	Margaritaville Resort				324.45
10-515-6220	DUES & MEMBERSHIPS	Npca Net				80.00
10-505-6220	DUES & MEMBERSHIPS	Imla				375.00
10-505-5426	TRAINING/TRAVEL APPOINTED	Imla				700.00
10-505-5426	TRAINING/TRAVEL APPOINTED	Imla				30.00
10-515-7050	UNIFORMS	Galls				115.32
21-550-7325	ADULT PROGRAMMING	Amzn Mktp Us				42.98
10-505-6090	PROFESSIONAL SERVICES	Usps Po 2842340116				26.35
10-533-5470	EMPLOYEE RECRUITMENT	Jobtarget				304.00
10-533-5470	EMPLOYEE RECRUITMENT	Jobtarget				149.00
10-505-6090	PROFESSIONAL SERVICES	Usps Po 2842340116				26.35
10-505-5426	TRAINING/TRAVEL APPOINTED	Strategic Government R				139.00
10-515-7050	UNIFORMS	Galls				131.94
10-505-5427	TRAINING & TRAVEL - ELECTED	Amtrak Mobil				58.00
10-505-5427	TRAINING & TRAVEL - ELECTED	Uber Trip				10.94
10-505-5427	TRAINING & TRAVEL - ELECTED	Uber Trip				25.91
10-505-5427	TRAINING & TRAVEL - ELECTED	Uber Trip				14.95
10-505-5427	TRAINING & TRAVEL - ELECTED	Amtrak Midwest Cafe Q12				13.25
10-505-5427	TRAINING & TRAVEL - ELECTED	Soda Fountain Restaurant				27.01
10-505-5427	TRAINING & TRAVEL - ELECTED	Union Station Hotel				473.80
10-505-5427	TRAINING & TRAVEL - ELECTED	Amtrak Mobil				-58.00
22-580-7185	STREET SIGN REPLACEMENT	Smartsign				499.95
10-526-5426	TRAINING/TRAVEL APPOINTED	American Planning A				150.00
10-505-5427	TRAINING & TRAVEL - ELECTED	Southwes				77.98
10-505-5427	TRAINING & TRAVEL - ELECTED	Delta Air				264.80

Journal Entry Register

Packet: GLPKT12498 - SEPT 2021 VISA

Account	Account Name	Description	Project Account Key	IFT	Amount
10-505-5427	TRAINING & TRAVEL - ELECTED	Uber Pending			42.70
10-505-5427	TRAINING & TRAVEL - ELECTED	Union Station Hotel			423.00
10-515-7050	UNIFORMS	Galls			288.18
10-505-7001	OFFICE SUPPLIES	Terrys Florist			69.48
10-505-5427	TRAINING & TRAVEL - ELECTED	Jimmy Johns 2157 E			208.67
10-505-6030	OTHER LEGAL COSTS	Usps Po 2842340116			181.92
10-505-6030	OTHER LEGAL COSTS	Usps Po 2842340116			140.12
10-505-5427	TRAINING & TRAVEL - ELECTED	North Kansas City Busi			44.00
10-505-5426	TRAINING/TRAVEL APPOINTED	North Kansas City Busi			22.00
10-515-7001	OFFICE SUPPLIES	Fedex			37.43
10-505-5426	TRAINING/TRAVEL APPOINTED	Maggie Obriens Restaurant			19.65
10-505-7001	OFFICE SUPPLIES	Amzn Mktp Us			98.88
10-505-5426	TRAINING/TRAVEL APPOINTED	Union Station Restaurant			16.58
10-505-5426	TRAINING/TRAVEL APPOINTED	Soda Fountain Restaurant			26.58
10-505-7001	OFFICE SUPPLIES	Bindertek			86.00
10-505-5426	TRAINING/TRAVEL APPOINTED	Union Station Hotel			167.70
10-505-5426	TRAINING/TRAVEL APPOINTED	Union Station Hotel			170.94
10-505-5426	TRAINING/TRAVEL APPOINTED	Union Station Hotel			512.82
22-580-7183	STREET REPAIR MATERIALS	Adh Hitch Rentals			90.00
22-580-7183	STREET REPAIR MATERIALS	Vance Brothers Kc Hot Mx			60.00
22-580-7183	STREET REPAIR MATERIALS	Crafco Lees Summit Mo			247.50
22-580-7140	VEHICLE MAINTENANCE	Equipmentsshare Com			155.00
22-580-7140	VEHICLE MAINTENANCE	Advance Auto Parts 7562			24.99
22-580-7023	SAFETY SUPPLIES	White Cap 125			163.44
22-580-7140	VEHICLE MAINTENANCE	Advance Auto Parts 7562			135.98
10-521-7050	UNIFORMS	Boot Barn 210			150.00
10-521-7120	EQUIPMENT MAINTENANCE	Kearney Lawn			209.90
10-526-7050	UNIFORMS	Galls			90.97
10-526-5426	TRAINING/TRAVEL APPOINTED	Cascones Restaurant			114.32
21-550-7320	CHILDREN'S PROGRAMS	Nasco Fort Atkinson			163.20
10-515-5426	TRAINING/TRAVEL APPOINTED	McDonalds F39196			10.74
10-515-7050	UNIFORMS	Galls			93.60
10-515-5426	TRAINING/TRAVEL APPOINTED	Margaritaville Resort			324.45
10-515-7050	UNIFORMS	Galls			13.50
10-515-7020	DETENTION SUPPLIES	McDonalds F6233			8.49
61-570-7060	LABORATORY SUPPLIES	Amazon Com 250hh5ee2 Amzn			155.44
61-570-7060	LABORATORY SUPPLIES	Cpi coleparmerinstrumt			337.75
61-570-7060	LABORATORY SUPPLIES	Amazon Com Amzn Com bill			-55.93
61-570-7023	SAFETY SUPPLIES	Amazon Com 2g9oa56j1 Amzn			180.95
61-570-7060	LABORATORY SUPPLIES	Labconco Corporation			65.79
61-570-7060	LABORATORY SUPPLIES	Amazon Com 2c36h6ch1			278.72
61-570-7060	LABORATORY SUPPLIES	Amazon Com			-39.99
61-570-7060	LABORATORY SUPPLIES	Labconco Corporation			597.48
22-580-7183	STREET REPAIR MATERIALS	Vance Brothers Kc Hot Mx			54.00
22-580-7005	CHEMICALS	Commercial Industria			169.20
22-580-7183	STREET REPAIR MATERIALS	Adh Hitch Rentals			65.00
22-580-7110	BUILDING MAINTENANCE	Cvs pharmacy 08543			17.58
22-580-7110	BUILDING MAINTENANCE	Lowes 02767			23.98
22-580-7160	PUBLIC SPACES MAINTENANCE	Gladstone Gardens			108.00
22-580-7001	OFFICE SUPPLIES	Officemax Depot 6306			47.49
22-580-7110	BUILDING MAINTENANCE	The Home Depot 3008			16.44
22-580-7001	OFFICE SUPPLIES	Officemax Depot 6306			107.99
22-580-7183	STREET REPAIR MATERIALS	McConnell And Associates			21.98
22-580-7183	STREET REPAIR MATERIALS	Vance Brothers Kc Hot Mx			71.00
22-580-7183	STREET REPAIR MATERIALS	Vance Brothers Kc Hot Mx			71.00
22-580-7183	STREET REPAIR MATERIALS	Vance Brothers Kc Hot Mx			54.00
10-515-7022	RANGE SUPPLIES	The Home Depot 3019			29.92
10-515-7022	RANGE SUPPLIES	Office Depot 2167			14.28
10-526-5426	TRAINING/TRAVEL APPOINTED	Margaritaville Resort			439.03
10-526-5426	TRAINING/TRAVEL APPOINTED	Culvers Of Osage Beach			8.39
10-510-7140	VEHICLE MAINTENANCE	Mo Dmv			15.75

Journal Entry Register

Packet: GLPKT12498 - SEPT 2021 VISA

Account	Account Name	Description	Project Account Key	IFT	Amount
10-510-5426	TRAINING/TRAVEL APPOINTED	Big Cedar Lodge			408.00
10-526-5426	TRAINING/TRAVEL APPOINTED	Plaza Azteca Pittsburgh			17.00
10-526-5426	TRAINING/TRAVEL APPOINTED	Bill Bar Bgr Pit			17.68
10-526-5426	TRAINING/TRAVEL APPOINTED	Uber Trip			25.67
10-526-5426	TRAINING/TRAVEL APPOINTED	Westin Pittsburgh Dine			24.00
10-526-5426	TRAINING/TRAVEL APPOINTED	Nickys Thai Kitchen Iii			32.77
10-526-5426	TRAINING/TRAVEL APPOINTED	Bill Bar Bgr Pit			19.05
10-526-5426	TRAINING/TRAVEL APPOINTED	Nickys Thai Kitchen Iii			32.77
10-526-5426	TRAINING/TRAVEL APPOINTED	Bakersfield Pittsburgh			22.26
10-526-5426	TRAINING/TRAVEL APPOINTED	Uber Trip			38.60
10-526-5426	TRAINING/TRAVEL APPOINTED	Scarpino			33.89
10-526-5426	TRAINING/TRAVEL APPOINTED	Nickys Thai Kitchen Iii			17.98
10-526-5426	TRAINING/TRAVEL APPOINTED	Westin Hotels			1,203.30
10-510-7050	UNIFORMS	5 11 Inc			55.00
10-510-7014	QUARTERS MAINTENANCE	Amzn Mktp Us			35.00
10-515-7050	UNIFORMS	Galls			99.95
10-515-7050	UNIFORMS	Bosserts			99.95
10-515-7050	UNIFORMS	Galls			132.87
10-515-5426	TRAINING/TRAVEL APPOINTED	Fbi National Academy Asso			-463.50
10-515-7001	OFFICE SUPPLIES	Officemax Depot 6306			32.54
10-515-7050	UNIFORMS	Galls			31.52
10-510-5426	TRAINING/TRAVEL APPOINTED	Columbia Southern Univ			265.00
10-510-5426	TRAINING/TRAVEL APPOINTED	Columbia Southern Univ			175.00
10-510-5426	TRAINING/TRAVEL APPOINTED	Columbia Southern Univ			175.00
10-510-7050	UNIFORMS	Eagle Engraving			339.35
10-510-5426	TRAINING/TRAVEL APPOINTED	Amzn Mktp Us			323.99
10-510-7010	FIREFIGHTING SUPPLIES	Amzn Mktp Us			240.00
10-510-5426	TRAINING/TRAVEL APPOINTED	American Heart Shopcpr			143.00
10-515-7050	UNIFORMS	Galls			115.32
10-515-7050	UNIFORMS	Galls			131.94
10-515-7050	UNIFORMS	Galls			57.66
10-515-6220	DUES & MEMBERSHIPS	Npca Net			40.00
10-515-7050	UNIFORMS	Galls			73.50
10-515-7140	VEHICLE MAINTENANCE	Goodyear Auto Svs Ct 4352			162.08
10-515-5426	TRAINING/TRAVEL APPOINTED	Heartland Toa			-250.00
10-515-7140	VEHICLE MAINTENANCE	Goodyear Auto Svs Ct 4352			70.00
10-515-7050	UNIFORMS	Galls			131.94
10-515-7050	UNIFORMS	Galls			46.80
10-515-7050	UNIFORMS	Galls			46.80
10-515-5426	TRAINING/TRAVEL APPOINTED	Midamericar			159.00
60-560-7005	CHEMICALS	Hach Company			278.95
10-510-7014	QUARTERS MAINTENANCE	Lowes 01565			35.46
21-550-6355	OTHER SERVICES	Lifestyle Publications			750.00
21-550-6455	AUTOMATION SERVICES	Eig			90.25
21-550-6455	AUTOMATION SERVICES	Adobe Creative Cloud			359.88
10-510-7140	VEHICLE MAINTENANCE	Advance Auto Parts 7562			45.98
10-510-7050	UNIFORMS	Dicks Sporting Goods			129.99
21-550-7090	OTHER SUPPLIES	Amzn Mktp Us			2.28
21-550-7360	CATALOGING & PROCESSING	Brodart Supplies			44.71
21-550-7310	LIBRARY SUPPLIES	Officemax Officedept 6874			219.03
21-550-7090	OTHER SUPPLIES	Amazon Com 2c3yj4z80 Amzn			27.96
20-540-6630	SENIOR TRIPS	Hy Vee Kansas City 1321			62.56
20-540-7090	OTHER SUPPLIES	Wal Mart 0234			49.26
20-540-7090	OTHER SUPPLIES	Academy Sports 258			98.82
20-540-6630	SENIOR TRIPS	Dollartree			26.00
20-540-7090	OTHER SUPPLIES	Cvs pharmacy 08543			4.49
20-540-5426	TRAINING/TRAVEL APPOINTED	Uber Trip			8.49
20-540-5426	TRAINING/TRAVEL APPOINTED	Uber Trip			33.96
20-540-5426	TRAINING/TRAVEL APPOINTED	Doordash the Cheesecak			40.70
20-540-5426	TRAINING/TRAVEL APPOINTED	Grubhubpastahouse			23.84
20-540-5426	TRAINING/TRAVEL APPOINTED	Music City Center			13.75

Journal Entry Register

Packet: GLPKT12498 - SEPT 2021 VISA

Account	Account Name	Description	Project Account Key	IFT	Amount
20-540-5426	TRAINING/TRAVEL APPOINTED	Uber Trip			39.93
20-540-5426	TRAINING/TRAVEL APPOINTED	Uber Trip			9.98
20-540-5426	TRAINING/TRAVEL APPOINTED	Grubhubburgerrepublic			24.56
20-540-5426	TRAINING/TRAVEL APPOINTED	Burger King 16033			14.08
20-540-5426	TRAINING/TRAVEL APPOINTED	Hyatt Place Nashville Dw			627.54
22-580-7050	UNIFORMS	Feldmans Farm And Home			108.97
22-580-7050	UNIFORMS	Feldmans Farm And Home			23.00
22-580-6090	PROFESSIONAL SERVICES	Wwp smithereen Pest Manag			250.00
22-580-7120	EQUIPMENT MAINTENANCE	Berry Tractor			937.86
22-580-5426	TRAINING/TRAVEL APPOINTED	Jccc Conteducation			1,650.00
22-580-5426	TRAINING/TRAVEL APPOINTED	Jccc Conteducation			-150.00
22-580-5426	TRAINING/TRAVEL APPOINTED	Jccc Conteducation			-150.00
22-580-5426	TRAINING/TRAVEL APPOINTED	Jccc Conteducation			-150.00
22-580-5426	TRAINING/TRAVEL APPOINTED	Jccc Conteducation			-150.00
22-580-5426	TRAINING/TRAVEL APPOINTED	Jccc Conteducation			-150.00
22-580-5426	TRAINING/TRAVEL APPOINTED	Jccc Conteducation			-150.00
22-580-5426	TRAINING/TRAVEL APPOINTED	Jccc Conteducation			-150.00
22-580-5426	TRAINING/TRAVEL APPOINTED	Jccc Conteducation			-150.00
22-580-5426	TRAINING/TRAVEL APPOINTED	Jccc Conteducation			-150.00
22-580-5426	TRAINING/TRAVEL APPOINTED	Jccc Conteducation			-150.00
22-580-5426	TRAINING/TRAVEL APPOINTED	Jccc Conteducation			-150.00
60-560-7190	MAINTENANCE OTHER	Lowes 02767			14.71
60-560-7190	MAINTENANCE OTHER	Lowes 02767			17.55
60-560-7110	PLANT MAINTENANCE	Lowes 02767			16.98
60-560-6430	LABORATORY FEES	The Ups Store 3144			12.03
60-560-7110	PLANT MAINTENANCE	Lowes 02767			39.93
60-560-7060	LABORATORY SUPPLIES	Lowes 02767			47.58
24-524-6090	PROFESSIONAL SERVICES	In creative Displays In			480.71
20-540-6620	SPECIAL PARK EVENTS	Shindigz			27.26
20-540-7006	BUSINESS FORMS	Bitly Com			348.00
20-540-6620	SPECIAL PARK EVENTS	Fun Express			24.95
20-540-6620	SPECIAL PARK EVENTS	Amazon Com 2c09y4xg0			4.90
20-540-7001	OFFICE SUPPLIES	Amzn Mktp Us			118.00
20-540-6620	SPECIAL PARK EVENTS	Amazon Com 2c7z17v30			83.13
20-540-7190	OTHER MAINTENANCE	Border States Industries			147.37
20-540-7090	OTHER SUPPLIES	Smk			39.00
20-540-7090	OTHER SUPPLIES	Sportsengine			61.50
10-533-6327	SAFETY COMMITTEE	Scimecas Online Retail M			574.72
10-533-6328	EMPLOYEE WELLNESS PROGRAM	Scimecas Online Retail M			574.73
10-533-6327	SAFETY COMMITTEE	Amazon Com 2g9gm9v80			500.00
10-533-6328	EMPLOYEE WELLNESS PROGRAM	Amazon Com 2g9gm9v80			500.00
20-540-6630	SENIOR TRIPS	Little Store Cafe			253.00
20-540-5426	TRAINING/TRAVEL APPOINTED	North Kansas City Busi			44.00
20-540-6630	SENIOR TRIPS	The New Theatre			657.00
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
20-540-7090	OTHER SUPPLIES	Wave heather Schlecta			208.00
20-540-6630	SENIOR TRIPS	Amzn Mktp Us			29.98
20-540-7090	OTHER SUPPLIES	Crown Awards Inc			0.91
20-540-7090	OTHER SUPPLIES	Crown Awards Inc			611.08
20-540-7090	OTHER SUPPLIES	Amzn Mktp Us			171.98
20-540-7190	OTHER MAINTENANCE	Coleman Equipment Smithv			41.36
60-560-7210	MINOR EQUIPMENT	Lowes 02767			211.71
60-560-7210	MINOR EQUIPMENT	Lowes 02767			28.98
60-560-7210	MINOR EQUIPMENT	Lowes 02767			344.96
10-505-7001	OFFICE SUPPLIES	Stk shutterstock			49.00
10-505-5426	TRAINING/TRAVEL APPOINTED	Missouri Municipal League			150.00
10-505-5426	TRAINING/TRAVEL APPOINTED	Elgl Annual Conference			80.00
10-505-5426	TRAINING/TRAVEL APPOINTED	Taco Bell 030187			11.94
10-505-5426	TRAINING/TRAVEL APPOINTED	Taco Bell 030186			7.78

Journal Entry Register

Packet: GLPKT12498 - SEPT 2021 VISA

Account	Account Name	Description	Project Account Key	IFT	Amount
10-505-5426	TRAINING/TRAVEL APPOINTED	Union Station Hotel			332.00
10-510-7014	QUARTERS MAINTENANCE	Lowe's 02767			90.48
10-510-7140	VEHICLE MAINTENANCE	Advance Auto Parts 7562			16.79
10-521-6220	DUES & MEMBERSHIPS	Mo Dmv			13.25
22-580-7160	PUBLIC SPACES MAINTENANCE	Sherwin Williams 707484			297.26
22-580-7185	STREET SIGN REPLACEMENT	The Work Zone			211.68
61-570-7023	SAFETY SUPPLIES	J And R Shoes Inc			106.24
10-515-7025	CANINE UNIT EXPENSE	Canine Performance Nutrit			111.79
10-515-7025	CANINE UNIT EXPENSE	Tractor Supply Co 0420			67.99
10-515-6220	DUES & MEMBERSHIPS	Npca Net			60.00
10-515-7025	CANINE UNIT EXPENSE	Petsmart 0243			50.48
22-580-7110	BUILDING MAINTENANCE	Lowe's 02767			899.00
22-580-7110	BUILDING MAINTENANCE	Lowe's 02767			125.47
22-580-7110	BUILDING MAINTENANCE	Lowe's 02767			-57.48
22-580-7110	BUILDING MAINTENANCE	Lowe's 02767			67.34
22-580-7110	BUILDING MAINTENANCE	Lowe's 02767			40.23
22-580-7005	CHEMICALS	Full Circle Chemical Supp			34.99
22-580-7110	BUILDING MAINTENANCE	Lowe's 02767			20.12
22-580-7110	BUILDING MAINTENANCE	Charles D Jones nkc			13.80
22-580-7110	BUILDING MAINTENANCE	Lowe's 02767			5.62
22-580-7110	BUILDING MAINTENANCE	Reeves Wiedeman Rivers			92.78
22-580-7110	BUILDING MAINTENANCE	Lowe's 02767			54.96
22-580-7005	CHEMICALS	The Mop Bucket			28.30
22-580-7110	BUILDING MAINTENANCE	Lowe's 02767			27.26
22-580-7110	BUILDING MAINTENANCE	Lowe's 02767			-11.28
22-580-7110	BUILDING MAINTENANCE	Charles D Jones nkc			11.91
22-580-7110	BUILDING MAINTENANCE	Lowe's 02767			40.92
10-510-7013	FIRE PREVENTION	Margaritvl Landshark			20.97
10-510-7013	FIRE PREVENTION	Redhead Lakeside Grill			23.46
10-510-7013	FIRE PREVENTION	Shorty Pants Lounge			20.00
10-510-7013	FIRE PREVENTION	Margaritaville Resort			437.33
10-510-7013	FIRE PREVENTION	Lowe's 02767			35.98
10-510-7050	UNIFORMS	Amzn Mktp Us			149.95
10-510-7013	FIRE PREVENTION	Margaritaville Resort			429.98
10-510-7050	UNIFORMS	Amzn Mktp Us			142.95
10-510-7050	UNIFORMS	Amzn Mktp Us			109.95
10-510-7050	UNIFORMS	Lems Shoes			165.00
10-510-7050	UNIFORMS	Amzn Mktp Us			169.95
10-533-6115	SOFTWARE MAINT & SERVICE	Zoom Us			160.00
10-533-6110	MAINTENANCE AGREEMENTS	Allegiant Technology			312.69
10-515-7140	VEHICLE MAINTENANCE	Northtowne Lincoln Mercur			46.89
10-515-7050	UNIFORMS	Galls			93.60
10-515-7020	DETENTION SUPPLIES	Qt 228			5.18
10-510-7014	QUARTERS MAINTENANCE	A N Hdwe			33.98
60-560-7090	OTHER SUPPLIES	Lowe's 02767			85.34
61-570-7090	OTHER SUPPLIES	A N Hdwe			11.98
61-570-7050	UNIFORMS	Feldmans Farm And Home			89.98
10-515-7050	UNIFORMS	Cvs pharmacy 08543			8.59
10-515-7050	UNIFORMS	Galls			46.80
10-515-7210	MINOR EQUIPMENT	Office Depot 643			229.99
10-515-7210	MINOR EQUIPMENT	Amazon Com 2g3ya9nw1 Amzn			41.00
10-515-7210	MINOR EQUIPMENT	Amzn Mktp Us			36.97
10-505-7001	OFFICE SUPPLIES	Lowe's 02767			350.52
10-515-5426	TRAINING/TRAVEL APPOINTED	Southwes			237.95
10-515-5426	TRAINING/TRAVEL APPOINTED	In labor Relations Infor			795.00
10-515-5426	TRAINING/TRAVEL APPOINTED	Luxor Adv Dep			66.89
10-526-6220	DUES & MEMBERSHIPS	American Planning Associ			68.00
10-526-6347	ADVERTISING	4te clay Co Mo Recorder P			141.45
10-526-7001	OFFICE SUPPLIES	Amzn Mktp Us			20.48
10-526-7001	OFFICE SUPPLIES	Amzn Mktp Us			5.80
10-526-7050	UNIFORMS	Www Vistaprint Com			224.67

Journal Entry Register

Packet: GLPKT12498 - SEPT 2021 VISA

Account	Account Name	Description	Project Account Key	IFT	Amount
10-526-7050	UNIFORMS	Www Vistaprint Com			42.72
10-526-7001	OFFICE SUPPLIES	Amazon Com 2c0045n81 Amzn			80.54
10-526-7001	OFFICE SUPPLIES	Amazon Com 2c7vk44g0			72.27
10-526-7001	OFFICE SUPPLIES	Officemax Depot 6306			203.75
10-526-7001	OFFICE SUPPLIES	Amzn Mktp Us			142.60
10-526-7001	OFFICE SUPPLIES	Amzn Mktp Us			118.11
10-526-6347	ADVERTISING	Blue Chip Athletic Inc			537.50
10-526-6220	DUES & MEMBERSHIPS	American Planning Associ			68.00
10-505-7001	OFFICE SUPPLIES	Amazon Com 251st9kg0			160.56
10-515-7001	OFFICE SUPPLIES	Officemax Officedept 6874			91.70
10-515-7001	OFFICE SUPPLIES	Amzn Mktp Us			61.99
10-515-7001	OFFICE SUPPLIES	Amzn Mktp Us			-47.99
10-515-7001	OFFICE SUPPLIES	Office Depot 2132			105.99
10-515-7001	OFFICE SUPPLIES	Officemax Officedept 6874			139.96
10-515-6050	PUBLIC RELATIONS	Rapidwristbands			122.00
10-515-6050	PUBLIC RELATIONS	Signs Com			57.45
10-505-6050	PUBLIC RELATIONS	Surveymonk T 41417872			99.00
10-515-7001	OFFICE SUPPLIES	Amzn Mktp US Amzn Com Bil			-61.99
10-515-7001	OFFICE SUPPLIES	Overnightprints			136.80
10-515-7001	OFFICE SUPPLIES	Amzn Mktp Us			32.39
10-515-6050	PUBLIC RELATIONS	Omg National Marketing			150.77
10-515-7001	OFFICE SUPPLIES	Overnightprints			32.45
10-515-7050	UNIFORMS	Galls			219.95
10-515-7050	UNIFORMS	Galls			93.60
61-570-7060	LABORATORY SUPPLIES	Midland Scientific Inc			229.72
61-570-7060	LABORATORY SUPPLIES	Midland Scientific Inc			127.05
22-580-7185	STREET SIGN REPLACEMENT	The Work Zone			45.58
10-521-7110	BUILDING MAINTENANCE	Lowes 02767			135.66
10-521-7110	BUILDING MAINTENANCE	Lowes 02767			-12.02
10-521-7110	BUILDING MAINTENANCE	Lowes 02767			20.94
10-521-7110	BUILDING MAINTENANCE	Sherwin Williams 707484			285.83
10-521-7090	OTHER SUPPLIES	Wal Mart 1120			246.00
10-521-7110	BUILDING MAINTENANCE	Roto Rooter 10506			404.00
10-521-7110	BUILDING MAINTENANCE	Lowes 02767			126.70
10-521-7110	BUILDING MAINTENANCE	Border States Industries			20.54
10-521-7110	BUILDING MAINTENANCE	Lowes 02767			11.28
10-521-7110	BUILDING MAINTENANCE	Key Refrigeration Spy 6			18.80
10-510-7010	FIREFIGHTING SUPPLIES	Keller Fire And Safety			237.41
10-510-7014	QUARTERS MAINTENANCE	Amzn Mktp Us			83.94
10-510-7014	QUARTERS MAINTENANCE	All Nations Flag Co			134.40
10-510-7010	FIREFIGHTING SUPPLIES	Lowes 02767			29.98
10-510-7014	QUARTERS MAINTENANCE	Firedeptcoffee Com			170.98
10-510-7050	UNIFORMS	Amzn Mktp Us			31.96
10-510-7014	QUARTERS MAINTENANCE	A N Hdwe			13.98
10-510-7013	FIRE PREVENTION	Redhead Lakeside Grill			29.48
10-510-7013	FIRE PREVENTION	Margaritaville Resort			277.50
10-510-7013	FIRE PREVENTION	Kevins Car Wash			39.99
10-510-5426	TRAINING/TRAVEL APPOINTED	Op City Clerk			150.00
10-510-7010	FIREFIGHTING SUPPLIES	Amazon Com 2c3nz5mf0 Amzn			86.72
10-510-7010	FIREFIGHTING SUPPLIES	Amzn Mktp Us			38.98
10-510-7010	FIREFIGHTING SUPPLIES	Amzn Mktp Us			209.55
10-510-7010	FIREFIGHTING SUPPLIES	Amzn Mktp Us			160.62
10-510-7140	VEHICLE MAINTENANCE	Advance Auto Parts 7562			26.00
22-580-7183	STREET REPAIR MATERIALS	Adh Hitch Rentals			90.00
10-521-7140	VEHICLE MAINTENANCE	Advance Auto Parts 7562			99.99
10-521-7110	BUILDING MAINTENANCE	A N Hdwe			11.97
10-521-7160	PUBLIC SPACES MAINTENANCE	Sq larrys Nursery			49.98
10-515-7050	UNIFORMS	Galls			93.60
22-580-7050	UNIFORMS	Feldmans Farm And Home			94.97
22-580-7120	EQUIPMENT MAINTENANCE	Aaa Lawnmower Sales Ser			399.98
22-580-6090	PROFESSIONAL SERVICES	Streamline Print And Desi			60.00

Journal Entry Register

Packet: GLPKT12498 - SEPT 2021 VISA

Account	Account Name	Description	Project Account Key	IFT	Amount
10-1001	CASH	Visa Import		Y	-28,148.75
20-1001	CASH	Visa Import		Y	-5,239.90
21-1001	CASH	Visa Import		Y	-1,700.29
22-1001	CASH	Visa Import		Y	-6,117.76
24-1001	CASH	Visa Import		Y	-480.71
60-1001	CASH	Visa Import		Y	-1,098.72
61-1001	CASH	Visa Import		Y	-2,085.18
99-2999	DUE TO OTHER FUNDS	Visa Import		Y	480.71
99-2999	DUE TO OTHER FUNDS	Visa Import		Y	1,098.72
99-2999	DUE TO OTHER FUNDS	Visa Import		Y	1,700.29
99-2999	DUE TO OTHER FUNDS	Visa Import		Y	2,085.18
99-2999	DUE TO OTHER FUNDS	Visa Import		Y	5,239.90
99-2999	DUE TO OTHER FUNDS	Visa Import		Y	6,117.76
99-2999	DUE TO OTHER FUNDS	Visa Import		Y	28,148.75

Account Summary

Account	Account Name	Debits	Credits	Amount
10-1001	CASH	0.00	28,148.75	-28,148.75
10-505-5426	TRAINING/TRAVEL APPOINTED	2,386.99	0.00	2,386.99
10-505-5427	TRAINING & TRAVEL - ELECTED	1,685.01	58.00	1,627.01
10-505-6030	OTHER LEGAL COSTS	322.04	0.00	322.04
10-505-6050	PUBLIC RELATIONS	99.00	0.00	99.00
10-505-6090	PROFESSIONAL SERVICES	52.70	0.00	52.70
10-505-6220	DUES & MEMBERSHIPS	375.00	0.00	375.00
10-505-7001	OFFICE SUPPLIES	814.44	0.00	814.44
10-510-5426	TRAINING/TRAVEL APPOINTED	1,639.99	0.00	1,639.99
10-510-7010	FIREFIGHTING SUPPLIES	1,003.26	0.00	1,003.26
10-510-7013	FIRE PREVENTION	1,314.69	0.00	1,314.69
10-510-7014	QUARTERS MAINTENANCE	598.22	0.00	598.22
10-510-7050	UNIFORMS	1,294.10	0.00	1,294.10
10-510-7140	VEHICLE MAINTENANCE	104.52	0.00	104.52
10-515-5426	TRAINING/TRAVEL APPOINTED	1,973.81	713.50	1,260.31
10-515-6050	PUBLIC RELATIONS	330.22	0.00	330.22
10-515-6220	DUES & MEMBERSHIPS	190.00	0.00	190.00
10-515-7001	OFFICE SUPPLIES	671.25	109.98	561.27
10-515-7020	DETENTION SUPPLIES	13.67	0.00	13.67
10-515-7022	RANGE SUPPLIES	44.20	0.00	44.20
10-515-7025	CANINE UNIT EXPENSE	230.26	0.00	230.26
10-515-7026	ANIMAL CONTROL EXPENSE	2,143.37	0.00	2,143.37
10-515-7050	UNIFORMS	2,166.93	0.00	2,166.93
10-515-7140	VEHICLE MAINTENANCE	387.07	0.00	387.07
10-515-7210	MINOR EQUIPMENT	307.96	0.00	307.96
10-521-6220	DUES & MEMBERSHIPS	13.25	0.00	13.25
10-521-7050	UNIFORMS	150.00	0.00	150.00
10-521-7090	OTHER SUPPLIES	246.00	0.00	246.00
10-521-7110	BUILDING MAINTENANCE	1,035.72	12.02	1,023.70
10-521-7120	EQUIPMENT MAINTENANCE	209.90	0.00	209.90
10-521-7140	VEHICLE MAINTENANCE	99.99	0.00	99.99
10-521-7160	PUBLIC SPACES MAINTENANCE	49.98	0.00	49.98
10-526-5426	TRAINING/TRAVEL APPOINTED	2,196.71	0.00	2,196.71
10-526-6220	DUES & MEMBERSHIPS	136.00	0.00	136.00
10-526-6347	ADVERTISING	678.95	0.00	678.95
10-526-7001	OFFICE SUPPLIES	643.55	0.00	643.55
10-526-7050	UNIFORMS	358.36	0.00	358.36
10-533-5470	EMPLOYEE RECRUITMENT	453.00	0.00	453.00
10-533-6110	MAINTENANCE AGREEMENTS	312.69	0.00	312.69
10-533-6115	SOFTWARE MAINT & SERVICE	160.00	0.00	160.00
10-533-6327	SAFETY COMMITTEE	1,074.72	0.00	1,074.72
10-533-6328	EMPLOYEE WELLNESS PROGRAM	1,074.73	0.00	1,074.73
20-1001	CASH	0.00	5,239.90	-5,239.90
20-540-5426	TRAINING/TRAVEL APPOINTED	895.82	0.00	895.82
20-540-6620	SPECIAL PARK EVENTS	140.24	0.00	140.24
20-540-6630	SENIOR TRIPS	1,028.54	0.00	1,028.54
20-540-7001	OFFICE SUPPLIES	118.00	0.00	118.00
20-540-7006	BUSINESS FORMS	348.00	0.00	348.00
20-540-7090	OTHER SUPPLIES	1,264.04	0.00	1,264.04
20-540-7110	BUILDING MAINTENANCE	287.10	0.00	287.10
20-540-7120	EQUIPMENT MAINTENANCE	62.25	0.00	62.25
20-540-7190	OTHER MAINTENANCE	1,095.91	0.00	1,095.91
21-1001	CASH	0.00	1,700.29	-1,700.29
21-550-6355	OTHER SERVICES	750.00	0.00	750.00
21-550-6455	AUTOMATION SERVICES	450.13	0.00	450.13
21-550-7090	OTHER SUPPLIES	30.24	0.00	30.24
21-550-7310	LIBRARY SUPPLIES	219.03	0.00	219.03
21-550-7320	CHILDREN'S PROGRAMS	163.20	0.00	163.20
21-550-7325	ADULT PROGRAMMING	42.98	0.00	42.98

Journal Entry Register

Packet: GLPKT12498 - SEPT 2021 VISA

Account	Account Name	Debits	Credits	Amount
21-550-7360	CATALOGING & PROCESSING	44.71	0.00	44.71
22-1001	CASH	0.00	6,117.76	-6,117.76
22-580-5426	TRAINING/TRAVEL APPOINTED	1,650.00	1,650.00	0.00
22-580-6090	PROFESSIONAL SERVICES	310.00	0.00	310.00
22-580-7001	OFFICE SUPPLIES	155.48	0.00	155.48
22-580-7005	CHEMICALS	232.49	0.00	232.49
22-580-7023	SAFETY SUPPLIES	163.44	0.00	163.44
22-580-7050	UNIFORMS	226.94	0.00	226.94
22-580-7110	BUILDING MAINTENANCE	1,457.41	68.76	1,388.65
22-580-7120	EQUIPMENT MAINTENANCE	1,337.84	0.00	1,337.84
22-580-7140	VEHICLE MAINTENANCE	315.97	0.00	315.97
22-580-7160	PUBLIC SPACES MAINTENANCE	405.26	0.00	405.26
22-580-7183	STREET REPAIR MATERIALS	824.48	0.00	824.48
22-580-7185	STREET SIGN REPLACEMENT	757.21	0.00	757.21
24-1001	CASH	0.00	480.71	-480.71
24-524-6090	PROFESSIONAL SERVICES	480.71	0.00	480.71
60-1001	CASH	0.00	1,098.72	-1,098.72
60-560-6430	LABORATORY FEES	12.03	0.00	12.03
60-560-7005	CHEMICALS	278.95	0.00	278.95
60-560-7060	LABORATORY SUPPLIES	47.58	0.00	47.58
60-560-7090	OTHER SUPPLIES	85.34	0.00	85.34
60-560-7110	PLANT MAINTENANCE	56.91	0.00	56.91
60-560-7190	MAINTENANCE OTHER	32.26	0.00	32.26
60-560-7210	MINOR EQUIPMENT	585.65	0.00	585.65
61-1001	CASH	0.00	2,085.18	-2,085.18
61-570-7023	SAFETY SUPPLIES	287.19	0.00	287.19
61-570-7050	UNIFORMS	89.98	0.00	89.98
61-570-7060	LABORATORY SUPPLIES	1,791.95	95.92	1,696.03
61-570-7090	OTHER SUPPLIES	11.98	0.00	11.98
99-1001	CONSOLIDATED CASH	0.00	44,871.31	-44,871.31
99-2999	DUE TO OTHER FUNDS	44,871.31	0.00	44,871.31

Journal Summary

Journal Count:	1
Entry Count:	370
Debits:	92,450.80
Credits:	-92,450.80



Expense Approval Report By Segment (Select Below)

Payment Dates 10/20/2021 - 11/3/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CRAFT REPUBLIC	10/16/2021	10/21/2021	OVERPAYMENT OF BUSINESS	10-2430	204.50
DAVID G A BECKER	10/19/21	10/21/2021	KATIE L COMSTOCK 12079140	10-3020	200.00
DAVID G A BECKER	10/19/21	10/21/2021	RYAN M BENTON	10-3020	100.00
Forensic Psychology Associate	1072	10/25/2021	CRITICAL INCIDENT DEBRIEF	10-3040	600.00
CITY OF NORTH KANSAS CITY	INV0001544	10/27/2021	FLEX DC	10-2266	333.33
CITY OF NORTH KANSAS CITY	INV0001544	10/27/2021	FLEX MEDICAL	10-2267	940.51
CITY OF NORTH KANSAS CITY	INV0001544	10/27/2021	FLEX MEDICAL	20-2267	218.75
CITY OF NORTH KANSAS CITY	INV0001544	10/27/2021	FLEX MEDICAL	22-2267	41.67
CITY OF NORTH KANSAS CITY	INV0001544	10/27/2021	FLEX MEDICAL	60-2267	104.17
USBANK - INSTITUTIONAL T	INV0001545	10/27/2021	P&F PENSION FIRE-EE	10-2251	4,297.22
USBANK - INSTITUTIONAL T	INV0001545	10/27/2021	P&F PENSION POLICE-EE	10-2251	2,757.08
I.A.F.F. LOCAL 42	INV0001546	10/27/2021	PR DEDUCT	10-2268	6,829.68
I.A.F.F. LOCAL 42 PAC	INV0001547	10/27/2021	IAFF, LOCAL 42, PAC	10-2268	124.50
WEST CENTRAL MO REG LOD	INV0001548	10/27/2021	PR DEDUCTS	10-2268	2,173.38
NKC FIRE FIGHTERS COMMUN	INV0001549	10/27/2021	N.K.C. FIRE DEPT POP FUND	10-2265	885.00
UNITED WAY OF GREATER KA	INV0001550	10/27/2021	PR DEDUCTS	10-2260	30.00
MELISSA GRINTER	10-18-21	10/28/2021	SHELTER #4 DEPOSIT REFUND	20-4661	50.00
					19,889.79

Department: 505 - ADMINISTRATION

WEST PUBLISHING CORP	845090579	10/14/2021	ADMIN WEST LAW -- \$1000.0	10-505-6030	1,000.00
VERIZON WIRELESS SVCS LLC	9890635247	10/21/2021	ACCT #985727689-00001	10-505-6735	277.32
THOMAS E BARZEE JR	10/03/2021	10/28/2021	IMLA's ANNUAL CONFERENCE	10-505-5426	1,605.41
CRYSTAL DOSS	10-01-2021	10/28/2021	MML ANNUAL CONFERENCE	10-505-5426	267.12
NORTH KANSAS CITY BUS CO	1369	09/30/2021	NKCBC -- SAPER -- SEPTEMBE	10-505-5427	22.00
NECCO COFFEE INC	138409	10/28/2021	COFFEE	10-505-7001	330.98
OFFICE DEPOT INC	203372651001	10/28/2021	OFFICE SUPPLIES	10-505-7001	96.90
OFFICE DEPOT INC	204735049001	10/28/2021	OFFICE SUPPLIES	10-505-7001	236.98
ZOLL MEDICAL CORP	3364854	09/30/2021	Office Supplies	10-505-7001	292.72
Department 505 - ADMINISTRATION Total:					4,129.43

Department: 506 - MUNICIPAL COURT

OFFICE DEPOT INC	OD 164583002-001	09/30/2021	COURT OFFICE DEPOT INV # 1	10-506-7001	41.32
OFFICE DEPOT INC	OD 185488824001	10/28/2021	OD 185488824001	10-506-7001	169.14
OFFICE DEPOT INC	OD 188370965001	10/28/2021	OD 188370965001	10-506-7001	130.31
OFFICE DEPOT INC	OD 201074226-1	10/28/2021	COURT OFFICE DEPOT ORDER	10-506-7001	206.14
Department 506 - MUNICIPAL COURT Total:					546.91

Department: 510 - FIRE

Meatball Dreams LLC	2021-10132021	10/14/2021	Box lunches for training AMLS	10-510-5426	275.00
OFFICE DEPOT INC	202112473001	09/30/2021	Keyboard cleaner	10-510-7001	16.82
OFFICE DEPOT INC	202183318001	09/30/2021	End of FY supplies for the FD	10-510-7001	139.91
OFFICE DEPOT INC	202183318002	10/11/2021	6 notebooks	10-510-7010	3.55
OFFICE DEPOT INC	203212429001	09/30/2021	FD supplies for office cabinet	10-510-7001	30.66
Johnson County Missouri Am	327	10/15/2021	NAEMT Instructor (2) checkoff	10-510-5426	500.00
National Association of Emerg	AM-21-11940-04	10/12/2021	3rd Ed. Course fee for parame	10-510-5426	120.00
LEXIPOL LLC	INVLEX6257	10/11/2021	Software for annual fire proce	10-510-6090	10,374.00
KC BLUEPRINT & PLAN ROOM	156612	09/30/2021	Banner for Honoring 9/11	10-510-7010	224.00
AMAZON.COM SALES, INC	1P1C-LFJ1-XDXP	10/18/2021	Rescue Tools; Cutters, Shears	10-510-7010	1,632.10
ZOLL MEDICAL CORP	3380007	10/18/2021	Thermal paper roll	10-510-7011	58.98
Jones & Bartlett Learning LLC	375761	09/30/2021	ADV Med Life supply AMLS	10-510-5426	42.71
CONRAD FIRE EQUIPMENT IN	555351	10/20/2021	Battery operated Combi Tools	10-510-8750	9,401.44
BOUND TREE MEDICAL LLC	84249171	10/21/2021	New FY Medical Supplies repl	10-510-7011	1,672.11
BLUE CROSS BLUE SHIELD OF	10/18/21	10/21/2021	PCA 10/18/21	10-510-5310	656.91
KATE HIGGINS - PETTY CASH	10/18/21	10/21/2021	PETTY CASH	10-510-5426	144.11
KATE HIGGINS - PETTY CASH	10/18/21	10/21/2021	PETTY CASH	10-510-6050	14.20

Expense Approval Report

Payment Dates: 10/20/2021 - 11/3/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
KATE HIGGINS - PETTY CASH	10/18/21	10/21/2021	PETTY CASH	10-510-7001	28.75
KATE HIGGINS - PETTY CASH	10/18/21	10/21/2021	PETTY CASH	10-510-7013	9.90
KATE HIGGINS - PETTY CASH	10/18/21	10/21/2021	PETTY CASH	10-510-7014	216.24
KATE HIGGINS - PETTY CASH	10/18/21	10/21/2021	PETTY CASH	10-510-7050	60.00
KATE HIGGINS - PETTY CASH	10/18/21	10/21/2021	PETTY CASH	10-510-7140	22.85
JACOB LONG	10/20/21	10/21/2021	EMT NATIONAL REGISTRY	10-510-5426	152.00
JORDON SANDS	10/21/21	10/21/2021	EMT NATIONAL REGISTRY	10-510-5426	193.75
VERIZON WIRELESS SVCS LLC	9890635247	10/21/2021	ACCT #985727689-00001	10-510-6735	40.57
VERIZON WIRELESS SVCS LLC	9890635247	10/21/2021	ACCT #985727689-00001	10-510-7125	560.14
IMAGE TREND INC	130357	10/26/2021	Annual Integration Fee EMS C	10-510-7125	1,507.05
DAY-STAR CORPORATION	580988	10/26/2021	Hydro Test FF supplies	10-510-7010	100.00
BOUND TREE MEDICAL LLC	84252230	10/26/2021	Amidarone, Epinephrin	10-510-7011	146.09
BOUND TREE MEDICAL LLC	84252231	10/26/2021	CPR stat padz, Multi-function	10-510-7011	144.58
BOUND TREE MEDICAL LLC	84253892	10/26/2021	Curaplex start kit, tourniquets	10-510-7011	75.00
USBANK - INSTITUTIONAL T	INV0001545	10/27/2021	P&F PENSION FIRE-ER	10-510-5220	9,564.70
VOYAGER FLEET SYSTEMS, INC	10/24/21	10/28/2021	SERVICE THRU 02/24/2020 AC	10-510-7075	2,587.55
BLUE CROSS BLUE SHIELD OF	10/25/21	10/28/2021	PCA 10/25/21	10-510-5310	467.24
OFFICE DEPOT INC	166579712001	10/28/2021	Credit for return of product	10-510-7001	-102.99
DR STEVEN L RUSSELL	NOVEMBER 2021	11/01/2021	Payments for Oct 2021 to Mar	10-510-5480	1,000.00
Department 510 - FIRE Total:					42,079.92

Department: 515 - POLICE

NECCO COFFEE INC	138020	10/19/2021	COFFEE	10-515-6395	33.58
ELECTRONIC TECHNOLOGY IN	20459	09/30/2021	CAMERA REINSTALL	10-515-7124	150.00
ELECTRONIC TECHNOLOGY IN	20563	09/30/2021	CAMERA REINSTALL	10-515-7124	3,292.00
Bob Barker Co Inc	INV1679848	10/19/2021	GLOVES	10-515-7020	114.90
BLUE CROSS BLUE SHIELD OF	10/18/21	10/21/2021	PCA 10/18/21	10-515-5310	1,538.40
VERIZON WIRELESS SVCS LLC	9890635247	10/21/2021	ACCT #985727689-00001	10-515-6060	520.13
VERIZON WIRELESS SVCS LLC	9890635247	10/21/2021	ACCT #985727689-00001	10-515-6735	538.93
VERIZON WIRELESS SVCS LLC	9890635247	10/21/2021	ACCT #985727689-00001	10-515-7018	40.01
REJIS COMMISSION	470984	10/25/2021	REJIS OCT 2021	10-515-6060	946.58
Bob Barker Co Inc	INV1680352	10/25/2021	GLOVES MED AND LARGE	10-515-7020	459.60
USBANK - INSTITUTIONAL T	INV0001545	10/27/2021	P&F PENSION POLICE-ER	10-515-5220	6,136.71
VOYAGER FLEET SYSTEMS, INC	10/24/21	10/28/2021	SERVICE THRU 02/24/2020 AC	10-515-7075	5,076.26
BLUE CROSS BLUE SHIELD OF	10/25/21	10/28/2021	PCA 10/25/21	10-515-5310	1,402.10
Department 515 - POLICE Total:					20,249.20

Department: 521 - BUILDINGS & GROUNDS

ALBERT VANDENDAELE	222021	10/20/2021	Fall decorations	10-521-7160	884.00
NATIONAL EXTERMINATING	2574736	10/20/2021	Pest Control - CH, FD, PD, B&	10-521-7110	72.00
NATIONAL EXTERMINATING	2574737	10/20/2021	Pest Control - CH, FD, PD, B&	10-521-7110	38.50
NATIONAL EXTERMINATING	2574738	10/20/2021	Pest Control - CH, FD, PD, B&	10-521-7110	38.50
NATIONAL EXTERMINATING	2574741	10/20/2021	Pest Control - CH, FD, PD, B&	10-521-7110	57.75
NATIONAL EXTERMINATING	2574742	10/20/2021	Pest Control - CH, FD, PD, B&	10-521-7110	45.00
NATIONAL EXTERMINATING	2574743	10/20/2021	Pest Control - CH, FD, PD, B&	10-521-7110	45.00
COMMERCIAL LAWN CARE IN	3310	10/20/2021	Mowing	10-521-7160	600.00
COMMERCIAL LAWN CARE IN	3353	10/20/2021	Mowing	10-521-7160	151.67
COMMERCIAL LAWN CARE IN	3282	10/21/2021	Mowing	10-521-7160	450.00
COMMERCIAL LAWN CARE IN	3288	10/21/2021	Mowing	10-521-7160	300.00
HI-GENE'S JANITORIAL SVC IN	72513	10/21/2021	Monthly Janitorial for CH and	10-521-6330	908.14
HI-GENE'S JANITORIAL SVC IN	72513	10/21/2021	Monthly Janitorial for CH and	10-521-7006	266.86
HI-GENE'S JANITORIAL SVC IN	72514	10/21/2021	Monthly Janitorial for CH and	10-521-6330	483.05
HI-GENE'S JANITORIAL SVC IN	72514	10/21/2021	Monthly Janitorial for CH and	10-521-7006	141.95
SHRED-IT US JV LLC	8000133993	10/21/2021	Document Shredding	10-521-6057	19.18
VERIZON WIRELESS SVCS LLC	9890635247	10/21/2021	ACCT #985727689-00001	10-521-6735	111.71
OTIS ELEVATOR CO INC	100400559939	10/27/2021	Annual Elevator Maintenance	10-521-7110	1,053.48
VOYAGER FLEET SYSTEMS, INC	10/24/21	10/28/2021	SERVICE THRU 10/24/2021 AC	10-521-7075	967.91
Department 521 - BUILDINGS & GROUNDS Total:					6,634.70

Department: 525 - PUBLIC WORKS ADMIN

Wilson & Company	1007480	09/30/2021	On-Call Engineering	10-525-6040	3,800.00
VERIZON WIRELESS SVCS LLC	9890635247	10/21/2021	ACCT #985727689-00001	10-525-6735	76.91

Expense Approval Report

Payment Dates: 10/20/2021 - 11/3/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SAM'S CLUB	009960	10/28/2021	replacement check	10-525-5426	290.42
VOYAGER FLEET SYSTEMS, INC	10/24/21	10/28/2021	SERVICE THRU 02/24/2020 AC	10-525-7075	163.42
Department 525 - PUBLIC WORKS ADMIN Total:					4,330.75
Department: 526 - COMMUNITY DEVELOPMENT					
SPRINT SPECTRUM LP	9-7 TO 10-6	10/21/2021	SERVICE 9/7 TO 10/6	10-526-6735	99.98
VERIZON WIRELESS SVCS LLC	9890635247	10/21/2021	ACCT #985727689-00001	10-526-6735	322.94
VOYAGER FLEET SYSTEMS, INC	10/24/21	10/28/2021	SERVICE THRU 02/24/2020 AC	10-526-7075	138.38
Department 526 - COMMUNITY DEVELOPMENT Total:					561.30
Department: 533 - INTERDEPARTMENTAL					
Charter Communications Hold	0123652101021	10/21/2021	SERVICE 10/10 TO 11/9 PD	10-533-6337	119.14
Charter Communications Hold	0123652101021	10/21/2021	SERVICE 10/10 TO 11/9 ADMI	10-533-6337	51.06
John W Alas	10/15/21	10/21/2021	TUITION REIMB. BUS. PROJEC	10-533-5420	1,634.26
Evergy	10/19/21	10/21/2021	VARIOUS BILLS	10-533-6710	30.95
ZACHARY K STONEKING	10-19-2021	10/21/2021	TUITION REIMBURSEMENT FI	10-533-5420	475.88
TECHVAR LLC	35883	10/22/2021	WEBROOT ANTIIVIUS ANNUAL	10-533-6115	1,848.00
LIFTOFF LLC	6013REN2021	10/22/2021	ANNUAL MICROSOFT OFFICE	10-533-6115	29,022.00
AT&T	10/19/21	10/28/2021	Service From 6/19-7/18/20 Ac	10-533-6730	370.45
North Kansas City Hospital	NOVEMBER 2021	11/01/2021	Wellness Services	10-533-6328	1,368.00
Department 533 - INTERDEPARTMENTAL Total:					34,919.74
Department: 535 - GAMING					
CONRAD FIRE EQUIPMENT IN	CM-546404	08/30/2021	New Fire Truck Credit	25-535-8750	-2,500.00
Wilson & Company	99827	10/21/2021	Task Order #5 - 2021 Bridge In	25-535-6040	2,572.04
COMMERCIAL LAWN CARE IN	3328	10/21/2021	Mowing One North, Harrah's	25-535-8700	1,405.00
ROSEHILL GARDENS INC	82541385	10/21/2021	Irrigation Maintenance	25-535-8700	2,668.48
Wilson & Company	99828	10/21/2021	Task Order #6 - 16th & Iron Si	25-535-6040	1,499.00
BRIAN CLARK & ASSOCIATES I	21492	10/27/2021	NKC Streetscape TO2 Prof Ser	25-535-8770	1,157.58
BRIAN CLARK & ASSOCIATES I	21904	10/27/2021	Downtown Streetscape TO2 t	25-535-8770	1,320.05
127 SWIFT LLC	NOVEMBER 2021	11/01/2021	PARKING LOT (CLAY & SWIFT)	25-535-8770	2,016.33
Department 535 - GAMING Total:					10,138.48
Department: 540 - PARKS & RECREATION					
IMANI CAMEILLE COLEMAN	10/14/2021	10/21/2021	FALL TBALL UMPIRE SEPT & O	20-540-7090	400.00
BLUE CROSS BLUE SHIELD OF	10/18/21	10/21/2021	PCA 10/18/21 RETIREE	20-540-5310	40.40
BLUE CROSS BLUE SHIELD OF	10/18/21	10/21/2021	PCA 10/18/21	20-540-5310	177.44
Evergy	10/19/21	10/21/2021	VARIOUS BILLS	20-540-6710	156.13
ESTELLE PHOENIX STROTHER	10/6/21	10/21/2021	LADIES NIGHT OUT MASSAGE	20-540-6620	120.00
EXECUTIVE LIMOUSINES	10-14-21	10/21/2021	NDT SENIOR TRIP BUS FEES 8/	20-540-6630	1,165.00
VERIZON WIRELESS SVCS LLC	9890635247	10/21/2021	ACCT #985727689-00001	20-540-6735	293.43
Chloe Cook	REPLACEMENT	10/21/2021	BITTY SOCCER FOR AUG & SEP	20-540-7090	150.00
OFFICE DEPOT INC	203265238001	10/25/2021	Office Supplies	20-540-7001	46.52
ALLIED TRAILER RENTAL LLC	49	10/25/2021	20ft Storage Containers and d	20-540-7190	180.00
IDENTITY MARKETING GROUP	730617	10/25/2021	Travel Size Compact Mirrors f	20-540-6620	201.64
ALBERT VANDENDAELE	INV0001543	10/25/2021	Shocks of Corn, Bales of Straw	20-540-6620	182.00
FULL NELSON PLUMBING INC	JOB 20660273	10/26/2021	Meter pit rebuild at ball diam	20-540-7190	5,989.13
AT&T	10/19/21	10/28/2021	Service From 6/19-7/18/20 Ac	20-540-6730	172.76
VOYAGER FLEET SYSTEMS, INC	10/24/21	10/28/2021	SERVICE THRU 02/24/2020 AC	20-540-7075	228.20
Christine M Duer	10-25-21	10/28/2021	YOGA IN THE PARK 9/30, 10/7	20-540-7090	120.00
Department 540 - PARKS & RECREATION Total:					9,622.65
Department: 550 - LIBRARY					
UNIQUE MANAGEMENT SERV	602991	09/30/2021	SERVICES	21-550-6355	8.95
UNIQUE MANAGEMENT SERV	604549	09/30/2021	SERVICES	21-550-6355	50.00
UNIQUE MANAGEMENT SERV	604653	09/30/2021	SERVICES	21-550-6355	50.00
UNIQUE MANAGEMENT SERV	604884	09/30/2021	SERVICES	21-550-6355	17.90
Christine M Duer	cd09232021	09/30/2021	ADULT PROGRAM	21-550-7325	120.00
KWIK CASE LLC	IN285983	09/30/2021	CATALOGING	21-550-7360	5,702.40
NORTH KC SECURITY PATROL	102105	10/25/2021	MAINT AGREEMENT	21-550-6110	30.00
Blackstone Audio Inc.	1246982	10/25/2021	AUDIOVISUAL	21-550-7340	34.95
COPY CARD CONTROL SYSTE	127678	10/25/2021	MAINT AGREEMENT	21-550-6110	46.36
NATIONAL EXTERMINATING	2574739	10/25/2021	SERVICES	21-550-6355	57.75
MIDWEST TAPE LLC	501036289	10/25/2021	AUDIOVISUAL	21-550-7340	49.48

Expense Approval Report

Payment Dates: 10/20/2021 - 11/3/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MIDWEST TAPE LLC	501065938	10/25/2021	AUDIOVISUAL	21-550-7340	56.22
MIDWEST TAPE LLC	501098235	10/25/2021	AUDIOVISUAL	21-550-7340	22.49
MIDWEST TAPE LLC	501098237	10/25/2021	AUDIOVISUAL	21-550-7340	14.99
MIDWEST TAPE LLC	501131691	10/25/2021	AUDIOVISUAL	21-550-7340	45.73
MIDWEST TAPE LLC	501131692	10/25/2021	AUDIOVISUAL	21-550-7340	45.73
MIDWEST TAPE LLC	501146039	10/25/2021	AUDIOVISUAL	21-550-7340	26.24
INGRAM LIBRARY SERVICES	55152421	10/25/2021	BOOKS	21-550-7370	949.98
INGRAM LIBRARY SERVICES	55216557	10/25/2021	BOOKS	21-550-7370	252.04
INGRAM LIBRARY SERVICES	55228374	10/25/2021	BOOKS	21-550-7370	404.58
INGRAM LIBRARY SERVICES	55266512	10/25/2021	BOOKS	21-550-7370	941.25
INGRAM LIBRARY SERVICES	55329570	10/25/2021	BOOKS	21-550-7370	324.20
UNIQUE MANAGEMENT SERV	606554	10/25/2021	SERVICES	21-550-6355	50.00
SECURITY EQUIP INC	669012	10/25/2021	SERVICES	21-550-6355	177.50
CENGAGE LEARNING INC	75972277	10/25/2021	BOOKS	21-550-7370	45.48
CENGAGE LEARNING INC	75972582	10/25/2021	BOOKS	21-550-7370	64.37
CENGAGE LEARNING INC	75973126	10/25/2021	BOOKS	21-550-7370	114.75
CENGAGE LEARNING INC	75973582	10/25/2021	BOOKS	21-550-7370	34.98
CENGAGE LEARNING INC	76006731	10/25/2021	BOOKS	21-550-7370	25.34
CENGAGE LEARNING INC	76045760	10/25/2021	BOOKS	21-550-7370	146.84
Missouri Evergreen	ME1452	10/25/2021	AUTOMATION SERVICES	21-550-6455	99.07
NEWSBANK	RN989625	10/25/2021	SERVICES	21-550-6355	3,964.00
OTIS ELEVATOR CO INC	100400559939	10/27/2021	Annual Elevator Maintenance	21-550-6110	526.74
AT&T	10/19/21	10/28/2021	Service From 6/19-7/18/20 Ac	21-550-6730	172.77
Department 550 - LIBRARY Total:					14,673.08

Department: 560 - WATER

ALLIED OIL & TIRE COMPANY	506395-00	07/15/2020	Motor Oil for Pumps	60-560-7210	172.00
KC WATER SERVICE DEPT	W046-22	10/18/2021	Monthly Lab Fees	60-560-6430	165.00
NATIONAL EXTERMINATING	2574740	10/20/2021	Pest Control - WTP	60-560-7110	57.75
SCHULTE SUPPLY INC	S1176821.001	10/20/2021	Meter Replacements	60-560-8750	71.00
SCHULTE SUPPLY INC	S1176821.002	10/20/2021	Meter Replacements	60-560-8750	1,460.00
SCHULTE SUPPLY INC	S1177386	10/20/2021	Meter Replacements	60-560-8750	3,723.00
Evergy	10/19/21	10/21/2021	VARIOUS BILLS	60-560-6710	3,891.14
MUSSELMAN & HALL CONTRA	35518	10/21/2021	Water Main Repairs	60-560-8770	11,139.14
HAWKINS INC	6046423	10/21/2021	Chlorine	60-560-7005	1,456.56
VERIZON WIRELESS SVCS LLC	9890635247	10/21/2021	ACCT #985727689-00001	60-560-6735	509.68
Daniel R Letcher	012121147	09/30/2021	Annual Freight Elevator Inspe	60-560-6090	110.00
OTIS ELEVATOR CO INC	100400559939	10/27/2021	Annual Elevator Maintenance	60-560-7110	526.74
COLEMAN EQUIPMENT INC	10854	10/27/2021	Excavator - Equipment	60-560-8750	67,760.70
MISSISSIPPI LIME CO	1578337	10/27/2021	Lime	60-560-7005	5,549.80
MISSISSIPPI LIME CO	1578374	10/27/2021	Lime	60-560-7005	5,416.12
MISSISSIPPI LIME CO	1578376	10/27/2021	Lime	60-560-7005	5,405.35
TRAILERS DIRECT OF KC, LLC	1643	10/27/2021	Trailer for new Excavator	60-560-8750	11,250.00
VICTOR L PHILLIPS HOLDING C	SWO010208	09/30/2021	Repairs to Backhoe	60-560-7140	745.42
TYLER TECHNOLOGIES INC	025-354673	10/28/2021	NOV BILLING	60-560-6345	40.00
VOYAGER FLEET SYSTEMS, INC	10/24/21	10/28/2021	SERVICE THRU 02/24/2020 AC	60-560-7075	673.80
Department 560 - WATER Total:					120,123.20

Department: 570 - WATER POLLUTION CONTROL

KEYSTONE LABORATORIES INC	1E08319	10/14/2021	Lab Testing	61-570-6430	3,250.20
KEYSTONE LABORATORIES INC	1E08323	10/14/2021	Lab Testing	61-570-6430	345.00
KEYSTONE LABORATORIES INC	1E08324	10/14/2021	Lab Testing	61-570-6430	140.00
ALLIED FENCE AND SECURITY	2-3163	09/30/2021	Gate keypad replacement	61-570-7110	592.06
RL YATES ELECTRIC CO INC	3529	10/20/2021	New lamp on Linn-Jasper cont	61-570-7110	416.30
SCHULTE SUPPLY INC	S1176821.001	10/20/2021	Meter Replacements	61-570-8750	71.00
SCHULTE SUPPLY INC	S1176821.002	10/20/2021	Meter Replacements	61-570-8750	1,460.00
SCHULTE SUPPLY INC	S1177386	10/20/2021	Meter Replacements	61-570-8750	3,723.00
Evergy	10/19/21	10/21/2021	VARIOUS BILLS	61-570-6710	3,120.76
AT&T	10/3/21	10/21/2021	816-842-3469-327-6	61-570-6730	73.61
VERIZON WIRELESS SVCS LLC	9890635247	10/21/2021	ACCT #985727689-00001	61-570-6735	40.57
RL YATES ELECTRIC CO INC	3356	09/30/2021	Bedford Pump Station Chain	61-570-8750	997.13
TYLER TECHNOLOGIES INC	025-354673	10/28/2021	NOV BILLING	61-570-6345	40.00

Expense Approval Report

Payment Dates: 10/20/2021 - 11/3/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AT&T	10/19/21	10/28/2021	Service From 6/19-7/18/20 Ac	61-570-6730	86.38
VOYAGER FLEET SYSTEMS, INC	10/24/21	10/28/2021	SERVICE THRU 02/24/2020 AC	61-570-7075	54.38
Department 570 - WATER POLLUTION CONTROL Total:					14,410.39
Department: 580 - TRANSPORTATION					
CUSTOM LIGHTING SERVICES	76-12245400	09/30/2021	Streetlight Maintenance	22-580-7184	88.56
CUSTOM LIGHTING SERVICES	76-12245410	09/30/2021	Streetlight Maintenance	22-580-7184	63.26
CUSTOM LIGHTING SERVICES	76-12245420	09/30/2021	Streetlight Maintenance	22-580-7184	279.37
CUSTOM LIGHTING SERVICES	76-12298540	09/30/2021	Streetlight Maintenance	22-580-7184	177.83
CUSTOM LIGHTING SERVICES	76-12298560	09/30/2021	Streetlight Maintenance	22-580-7184	1,899.38
CUSTOM LIGHTING SERVICES	76-12298570	09/30/2021	Streetlight Maintenance	22-580-7184	310.47
THE DAVEY TREE EXPERT CO	916045204	09/30/2021	EAB PROJECT	22-580-7181	27,565.00
MCCONNELL & ASSOCIATES C	2110-049198	10/21/2021	Street Maintenance	22-580-7183	1,397.40
MCCONNELL & ASSOCIATES C	2110-049228	10/21/2021	Street Maintenance	22-580-7183	705.00
THE WORK ZONE INC	60168	10/21/2021	Street sign posts	22-580-7185	2,431.75
VERIZON WIRELESS SVCS LLC	9890635247	10/21/2021	ACCT #985727689-00001	22-580-6735	365.13
MCCONNELL & ASSOCIATES C	2110-049327	10/22/2021	Return	22-580-7183	-352.50
CUSTOM LIGHTING SERVICES	76-12245390	09/30/2021	Streetlight Maintenance	22-580-7184	434.54
VOYAGER FLEET SYSTEMS, INC	10/24/21	10/28/2021	SERVICE THRU 02/24/2020 AC	22-580-7075	1,049.13
101 LAND HOLDINGS LLC	NOVEMBER 2021	11/01/2021	Salt Barn Rent	22-580-6130	437.18
Department 580 - TRANSPORTATION Total:					36,851.50
Grand Total:					339,161.04

Report Summary

Fund Summary

Fund	Payment Amount
10 - GENERAL FUND	132,927.15
20 - PARKS & RECREATION	9,891.40
21 - LIBRARY	14,673.08
22 - TRANSPORTATION	36,893.17
25 - GAMING	10,138.48
60 - WATER FUND	120,227.37
61 - WATER POLLUTION CONTROL	14,410.39
Grand Total:	339,161.04

Account Summary

Account Number	Account Name	Payment Amount
10-2251	FIRE & POLICE PENSION	7,054.30
10-2260	UNITED FUND	30.00
10-2265	COKE PLAN	885.00
10-2266	DEPENDENT CARE	333.33
10-2267	MEDICAL REIMBURSEM	940.51
10-2268	UNION DUES	9,127.56
10-2430	CLEARING	204.50
10-3020	JUDICIAL EDUCATION RE	300.00
10-3040	POLICE CORPORATE DO	600.00
10-505-5426	TRAINING/TRAVEL APPO	1,872.53
10-505-5427	TRAINING & TRAVEL - EL	22.00
10-505-6030	OTHER LEGAL COSTS	1,000.00
10-505-6735	PAGERS & CELL PHONES	277.32
10-505-7001	OFFICE SUPPLIES	957.58
10-506-7001	OFFICE SUPPLIES	546.91
10-510-5220	PENSION EXPENSE	9,564.70
10-510-5310	HEALTH, DENTAL & LIFE I	1,124.15
10-510-5426	TRAINING/TRAVEL APPO	1,427.57
10-510-5480	PHYSICIAN FEES	1,000.00
10-510-6050	PUBLIC RELATIONS	14.20
10-510-6090	PROFESSIONAL SERVICE	10,374.00
10-510-6735	PAGERS & CELL PHONES	40.57
10-510-7001	OFFICE SUPPLIES	113.15
10-510-7010	FIREFIGHTING SUPPLIES	1,959.65
10-510-7011	FIRST AID SUPPLIES	2,096.76
10-510-7013	FIRE PREVENTION	9.90
10-510-7014	QUARTERS MAINTENAN	216.24
10-510-7050	UNIFORMS	60.00
10-510-7075	GASOLINE	2,587.55
10-510-7125	SOFTWARE MAINT & SE	2,067.19
10-510-7140	VEHICLE MAINTENANCE	22.85
10-510-8750	EQUIPMENT	9,401.44
10-515-5220	PENSION EXPENSE	6,136.71
10-515-5310	HEALTH, DENTAL & LIFE I	2,940.50
10-515-6060	COMPUTER OPERATION	1,466.71
10-515-6395	OTHER SERVICES	33.58
10-515-6735	PAGERS & CELL PHONES	538.93
10-515-7018	INVESTIGATIVE OPERATI	40.01
10-515-7020	DETENTION SUPPLIES	574.50
10-515-7075	GASOLINE	5,076.26
10-515-7124	CAMERA MAINTENANCE	3,442.00
10-521-6057	RECYCLING SERVICES	19.18
10-521-6330	CUSTODIAL SERVICES	1,391.19
10-521-6735	PAGERS & CELL PHONES	111.71
10-521-7006	CUSTODIAL SUPPLIES	408.81
10-521-7075	GASOLINE	967.91

Account Summary

Account Number	Account Name	Payment Amount
10-521-7110	BUILDING MAINTENANC	1,350.23
10-521-7160	PUBLIC SPACES MAINT	2,385.67
10-525-5426	TRAINING/TRAVEL APPO	290.42
10-525-6040	DESIGNING & ENGINEER	3,800.00
10-525-6735	PAGERS & CELL PHONES	76.91
10-525-7075	GASOLINE	163.42
10-526-6735	PAGERS & CELL PHONES	422.92
10-526-7075	GASOLINE	138.38
10-533-5420	TUITION REIMBURSEME	2,110.14
10-533-6115	SOFTWARE MAINT & SE	30,870.00
10-533-6328	EMPLOYEE WELLNESS P	1,368.00
10-533-6337	CABLE SERVICE	170.20
10-533-6710	ELECTRICITY	30.95
10-533-6730	TELEPHONE	370.45
20-2267	MEDICAL REIMBURSEM	218.75
20-4661	FACILITY USE FEES	50.00
20-540-5310	HEALTH, DENTAL & LIFE I	217.84
20-540-6620	SPECIAL PARK EVENTS	503.64
20-540-6630	SENIOR TRIPS	1,165.00
20-540-6710	ELECTRICITY	156.13
20-540-6730	TELEPHONE	172.76
20-540-6735	PAGERS & CELL PHONES	293.43
20-540-7001	OFFICE SUPPLIES	46.52
20-540-7075	GASOLINE	228.20
20-540-7090	OTHER SUPPLIES	670.00
20-540-7190	OTHER MAINTENANCE	6,169.13
21-550-6110	MAINTENANCE AGREEM	603.10
21-550-6355	OTHER SERVICES	4,376.10
21-550-6455	AUTOMATION SERVICES	99.07
21-550-6730	TELEPHONE	172.77
21-550-7325	ADULT PROGRAMMING	120.00
21-550-7340	AUDIOVISUAL	295.83
21-550-7360	CATALOGING & PROCESS	5,702.40
21-550-7370	BOOKS	3,303.81
22-2267	MEDICAL REIMBURSEM	41.67
22-580-6130	LEASE/RENTAL AGREEM	437.18
22-580-6735	PAGERS & CELL PHONES	365.13
22-580-7075	GASOLINE	1,049.13
22-580-7181	TREE MAINTENANCE	27,565.00
22-580-7183	STREET REPAIR MATERIA	1,749.90
22-580-7184	TRAFFIC SIGNAL/STREET	3,253.41
22-580-7185	STREET SIGN REPLACEM	2,431.75
25-535-6040	DESIGNING & ENGINEER	4,071.04
25-535-8700	LAND ACQUISITION	4,073.48
25-535-8750	EQUIPMENT	-2,500.00
25-535-8770	INFRASTRUCTURE	4,493.96
60-2267	MEDICAL REIMBURSEM	104.17
60-560-6090	PROFESSIONAL SERVICE	110.00
60-560-6345	BANK FEES	40.00
60-560-6430	LABORATORY FEES	165.00
60-560-6710	ELECTRICITY	3,891.14
60-560-6735	PAGERS & CELL PHONES	509.68
60-560-7005	CHEMICALS	17,827.83
60-560-7075	GASOLINE	673.80
60-560-7110	PLANT MAINTENANCE	584.49
60-560-7140	VEHICLE MAINTENANCE	745.42
60-560-7210	MINOR EQUIPMENT	172.00
60-560-8750	EQUIPMENT	84,264.70

Account Summary

Account Number	Account Name	Payment Amount
60-560-8770	INFRASTRUCTURE	11,139.14
61-570-6345	BANK FEES	40.00
61-570-6430	LABORATORY FEES	3,735.20
61-570-6710	ELECTRICITY	3,120.76
61-570-6730	TELEPHONE	159.99
61-570-6735	PAGERS & CELL PHONES	40.57
61-570-7075	GASOLINE	54.38
61-570-7110	BUILDING MAINTENANC	1,008.36
61-570-8750	EQUIPMENT	6,251.13
	Grand Total:	339,161.04

Project Account Summary

Project Account Key	Payment Amount
None	222,037.19
1010503	9,401.44
1651	5,254.00
2021	5,254.00
5891	11,139.14
6060500	79,010.70
6611	2,477.63
7655	4,073.48
8071	-2,500.00
9302	2,016.33
9871	997.13
	Grand Total:
	339,161.04

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

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: 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.

MEMORANDUM



TO: Mayor and City Council
FROM: Kim Nakahodo, Interim City Administrator
DATE: November 2, 2021
RE: YMCA September 2021 Financial Report

Highlights of the monthly report for this month include:

Income:

- Total income for the month was \$203,670.

Expense:

- Total expense for the month was \$198,267.
- The line item labeled "Intra-YMCA Expense Allocation" is where the monthly management fee paid to the YMCA of Greater Kansas City is allocated. This is the minimum amount of the management fee the City pays to the YMCA; the City pays the YMCA an additional amount that is calculated based upon the amount of the calendar year deficit and operating revenues that does not show as an expense on this report.

Surplus/Deficit:

- For the month, the facility experienced a surplus of \$5,403.

Surplus/(Deficit):

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
January	\$110,377	\$ 92,283	\$116,559	\$101,181	(\$ 6,237)
February	\$ 3,672	(\$ 3,454)	(\$ 22,308)	\$ 8,629	(\$ 8,109)
March	(\$88,612)	(\$ 76,565)	(\$ 45,442)	\$ 20,634	(\$ 15,483)
April	(\$ 473)	\$ 15,771	\$ 31,053	(\$ 1,301)	(\$ 19,675)
May	(\$16,587)	(\$ 3,794)	\$ 28,119	(\$ 21,390)	(\$ 18,924)
June	(\$14,919)	(\$ 13,162)	\$ 27,992	\$ 21,379	\$ 3,905
July	(\$18,669)	\$ 4,911	\$ 5,878	(\$ 73,463)	(\$ 57,728)
August	(\$36,437)	(\$ 63,620)	(\$ 78,357)	(\$ 17,243)	\$ 918
September	(\$74,133)	\$ 3,007	\$ 16,784	(\$ 15,402)	\$ 5,403
October	(\$20,267)	\$ 27,940	\$ 13,714	(\$ 18,566)	
November	(\$ 5,821)	\$ 5,015	\$ 19,424	\$ 41,207	
December	(\$ 59,652)	(\$ 32,282)	(\$ 88,678)	(\$ 21,524)	
Total	(\$221,521)	(\$43,282)	\$ 24,737	\$ 24,142	(\$115,903)

YMCA of Greater Kansas City As of September	Sep 2021 Actual	Sep 2021 Budget	\$ Var Actual to Budget	Sep 2020 Actual	YTD Sep 2021 Actual	YTD Sep 2021 Budget	\$ Var YTD Act to Budget	YTD Sep 2020 Actual
401 Contributions	27,467	14,000	13,467	6,697	280,839	126,000	154,839	321,805
411 Membership Dues Income	153,105	160,424	(7,319)	133,383	1,223,819	1,256,016	(32,197)	1,066,462
413 Program Service Fee	18,999	11,116	7,883	12,001	247,398	223,860	23,538	174,608
414 Facilities Rental	4,100	6,972	(2,873)	4,770	32,750	45,185	(12,435)	39,103
Revenue	203,670	192,512	11,158	156,851	1,784,805	1,651,061	133,744	1,601,978
521 Salaries and Wages	84,847	79,397	(5,450)	70,259	764,438	735,583	(28,855)	707,346
522 Employee Benefits	7,134	7,494	360	5,584	61,756	56,151	(5,604)	66,128
523 Payroll Taxes	9,931	9,647	(284)	8,140	89,323	89,373	50	77,844
524 Contract Services	3,438	4,000	562	3,085	34,981	36,000	1,019	36,112
525 Supplies	14,169	12,295	(1,874)	9,571	95,395	87,822	(7,573)	98,351
526 Telecommunications	1,041	1,015	(26)	1,678	10,463	9,135	(1,328)	11,530
527 Postage and Shipping	99	60	(39)	42	553	540	(13)	538
528 Occupancy	56,248	62,381	6,133	52,821	477,226	533,991	56,766	398,300
529 Equipment Cost	323	494	171	1,052	12,091	4,699	(7,391)	8,586
531 Promotion and Publications	840	622	(218)	1,801	33,397	22,756	(10,641)	16,634
532 Travel and Transportation	828	306	(522)	51	1,998	3,561	1,563	3,469
533 Conferences and Meetings	686	410	(276)	180	7,002	3,178	(3,824)	3,147
535 Membership Dues Expense	1,857	2,000	143	2,027	15,016	19,500	4,484	8,642
539 Miscellaneous Expense	208		(208)		269		(269)	(55)
548 Intra-YMCA Expense Allocation	13,959	13,959		13,294	125,633	125,633		119,650
553 Capital	2,660	2,660		2,668	171,195	16,171	(155,025)	22,729
Expense	198,267	196,740	(1,528)	172,253	1,900,735	1,744,094	(156,641)	1,578,952
YMCA of Greater Kansas City	5,403	(4,228)	9,630	(15,402)	(115,930)	(93,033)	(22,897)	23,025

NORTH KANSAS CITY YMCA
Unaudited Operating Statement
For the Period Ending September 30, 2021

Description	1st Quarter	2nd Quarter	3rd Quarter	Year to Date			Last Year
	3/31/2021	6/30/2021	9/30/2021	Actual	Budget	Variance	9/30/2020
Income							
Contributions	127,076	77,753	76,010	280,839	126,000	154,839	321,805
Membership Dues Income	354,676	404,344	464,798	1,223,819	1,256,016	(32,197)	1,066,462
Program Service Fee	140,749	53,681	52,968	247,398	223,860	23,538	174,608
Facilities Rental	11,113	7,948	13,689	32,750	45,185	(12,435)	39,103
Total Income	633,614	543,726	607,465	1,784,805	1,651,061	133,744	1,601,978
Expense							
Salaries and Wages	223,164	241,037	300,236	764,438	735,583	(28,855)	707,346
Employee Benefits	13,187	24,237	24,332	61,756	56,151	(5,604)	66,128
Payroll Taxes	26,064	28,165	35,095	89,323	89,373	50	77,844
Professional fees and expenses	10,943	11,452	12,586	34,981	36,000	1,019	36,112
Supplies	25,929	31,802	37,664	95,395	87,822	(7,573)	98,351
Telecommunications	2,637	4,928	2,898	10,463	9,135	(1,328)	11,530
Postage and Shipping	95	137	321	553	540	(13)	538
Occupancy	145,593	152,668	178,965	477,226	533,991	56,766	398,300
Equipment Cost	7,420	1,185	3,486	12,091	4,699	(7,391)	8,586
Promotion and Publications	9,355	14,568	9,474	33,397	22,756	(10,641)	16,634
Travel and Transportation	264	582	1,152	1,998	3,561	1,563	3,469
Conferences and Meetings	1,716	2,489	2,797	7,002	3,178	(3,824)	3,147
Membership Dues Expense	5,138	4,813	5,066	15,016	19,500	4,484	8,642
Miscellaneous Expense	(8)	12	265	269		(269)	(55)
Management Fee	41,878	41,878	41,878	125,633	125,633		119,650
Capital	150,067	18,468	2,660	171,195	16,171	(155,025)	22,729
Total Expense	663,443	578,419	658,874	1,900,735	1,744,094	(156,641)	1,578,952
NET SURPLUS/(DEFICIT)	(29,829)	(34,693)	(51,408)	(115,930)	(93,033)	(22,897)	23,025

NORTH KANSAS CITY YMCA
Statistical Data
As of 09/30/2021

Facility Usage

Average Daily Accesses	2021
Jan	466
Feb	454
March	538
April	393
May	379
June	464
July	447
August	425
September	395
October	
November	
December	

Vivion Retention

Start	End	%
991	213	21.49%

Association Membership Statistics

Center	Membership Units	People	Male	Female
8th Street	0	0	0	0
Atchison	1,008	2,951	1,377	1,572
Blue Springs	0	0	0	0
Bonner Springs	796	2,281	1,085	1,196
Cleaver	1,045	2,846	1,377	1,468
Kirk Family YMCA	120	114	66	48
Linwood	361	1,233	586	646
North Kansas City	2,821	7,373	3,723	3,648
Olathe	800	2,158	1,011	1,146
Paul Henson	756	1,558	777	781
Platte County Community Center North	1,470	4,135	2,063	2,072
Platte County Community Center South	2,803	7,803	3,879	3,924
Providence	1,067	3,281	1,594	1,687
Quality Hill	0	0	0	0
Red Bridge	536	1,238	606	632
Total	13,583	36,971	18,144	18,820

YMCA of Greater Kansas City

North Kansas City YMCA

2021 4th Quarter Budget

<u>Description</u>	<u>Q4 2021 Budget</u>
Income	
Contributions	41,996
Membership Dues	433,390
Program Service Fees	31,914
Facilities Rental	19,080
Total Income	<u>526,380</u>
Expense	
Salaries and Wages	269,232
Employee Benefits	21,695
Payroll Taxes	32,712
Contract Services	12,000
Supplies	28,844
Telecommunications	3,045
Postage and Shipping	180
Occupancy	159,660
Equipment Cost	1,758
Promotions and Publications	5,116
Travel and Transportation	1,292
Conferences and Meetings	1,080
Membership Dues	6,600
Management Fee	41,878
Capital	8,750
Total Expense	<u>593,842</u>
 NET SURPLUS/(DEFICIT)	 <u><u>(67,462)</u></u>