

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

**AMENDED**

**December 7, 2021**

**7:00 p.m.**

\*Items in red have been amended.

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

**Consent Agenda**

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

- 6. Approval of Work Session Minutes of November 16, 2021**
- 7. Approval of Regular Council Meeting Minutes of November 16, 2021**
- 8. Appointment of Bri Burrows to the Tim C. Crummett Family Charitable Fund Committee**
- 9. Reappointment of Kyle Miles to the Industrial Development Authority Board**

## Regular Items

### **10. Actuarial Report on the Police and Fire Pension Fund**

The 2021 actuarial report for the North Kansas City Police Officers and Firefighters Pension Fund (the Fund) has been completed. A summary of the report is attached. The report was completed by the firm of McCloud and Associates and Traci Christian of that company will make a presentation to the Council detailing some of the pertinent information in the report. The continuing sound fiscal management of the Fund has helped to place the Fund on a solid financial footing. As a result, there is no need for the City to provide any additional contributions in the current fiscal year.

### **11. 23<sup>rd</sup> & Swift 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. The major change to the Development Agreement is the delay in commencing construction on the Project, as requested by Star in the Development Schedule updated as of November 18, 2021. Star now intends to close its construction loan in March 2022 and begin construction in March or April of 2022. The Schedule of PILOT payments in the Development Agreement (Exhibit B) has been adjusted to reflect the change in the construction schedule.

### **12. 23<sup>rd</sup> & Swift Chapter 100 Plan and Bond Documents {Bill No. 7630 (Ordinance No. 9427)}**

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 Applicant to purchase construction materials without paying sales tax on such purchases and will provide tax abatement for approximately 18 years; during the first three 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 in March or April of 2022 and complete construction in June or July of 2024.

**13. Renewal of Service Contract with KCATA for Calendar Year 2022 – Fixed Route and Flex Service {Bill No. 7651 Ordinance No. 9447}**

Before Council is a renewal of the contract between the KCATA and the City for bus service (fixed-route through the city and flex service [point-to-point]) within North Kansas City.) This contract reflects the City Council's direction to adjust the Flex Service hours to 6 a.m. to 6 p.m. and to reinstitute the \$0.25 fare for Flex Service. Aside from the Flex Service adjustments, the contract is virtually the same as previous contracts. Staff recommends approval of the service contract for the period January 1 to December 31, 2022.

**14. Emergency Cold-Weather Overnight Sheltering Services Memorandum of Understanding with Northland Assistance Center (Resolution No. 21-090)**

Emergency Managers of the regional Houseless Cold-Weather Sheltering workgroup are responsible for preparing overflow protocols for their jurisdictions as needed when extreme weather or other emergencies increase the demand for services. City facilities serve as warming shelters during normal daytime hours; however, the City does not have properly trained staff, staff capacity, nor a suitable or safe facility to operate an overnight shelter. Northland Assistance Center (NAC) possesses the qualifications, capacity, and ability to administer an emergency cold-weather overnight sheltering program for individuals utilizing their relationships with area hotels. The City's Emergency Manager and NAC's Executive Director Rita Pearce have developed a protocol that should emergency responders identify an individual in need of overnight sheltering services that cannot be accommodated by an area registered shelter, NAC will coordinate with local hotels to provide that individual with a room for the night. Before the Council is a Memorandum of Understanding and an accompanying Budget Amendment for the emergency cold-weather overnight sheltering program.

**15. Emergency Cold Weather Overnight Sheltering Services Budget Amendment (Resolution No. 21-089)**

Emergency Managers of the regional Houseless Cold-Weather Sheltering workgroup are responsible for preparing overflow protocols for their jurisdictions as needed when extreme weather or other emergencies increase the demand for services. City facilities serve as warming shelters during normal daytime hours; however, the City does not have properly trained staff, staff capacity, nor a suitable or safe facility to operate an overnight shelter. Northland Assistance Center (NAC) possesses the qualifications, capacity, and ability to administer an emergency cold-weather overnight sheltering program for individuals utilizing their relationships with area hotels. The City's Emergency Manager and NAC's Executive Director Rita Pearce have developed a protocol that should emergency responders identify an individual in need of overnight sheltering services that cannot be accommodated by an area registered shelter, NAC will coordinate with local hotels to provide that individual with a room for the night. Before the Council is a Memorandum of Understanding and an accompanying Budget Amendment for the emergency cold-weather overnight sheltering program.

**16. Emergency Public Health Order Extension {Bill No. 7654 (Ordinance No. 9450)}**

Councilmember Smith has requested that an extension of Mayor DeLong's Emergency Public Health Order No. 21-005 be placed on the City Council Agenda so that the Council may vote to extend the Order from 12:01 a.m. on December 18, 2021, until January 15, 2022, at 12:01 a.m. unless rescinded, extended, modified or amended pursuant to applicable law. Ordinance No. 9450 and Order No. 21-006 have been prepared for the City Council's consideration.

**17. Sign Ordinance Amendments {Bill No. 7652 (Ordinance No. 9448)}**

The City's sign regulations are contained in Chapter 15.44 of the Municipal Code. Similar to the Zoning Ordinance, the sign ordinance divides the City into Sign Districts and establishes requirements for each sign type allowed in each sign district. The purpose of the sign ordinance is to preserve the character of the City, enhance the visual quality of the community, ensure safety, provide for effective communication by businesses, minimize adverse effects of signs, and limit sign clutter. Sign trends and designs are constantly changing, and when staff is aware of issues related to the sign ordinance, staff drafts amendments to the ordinance for consideration by the Council. The proposed amendment to the boundaries of the General Business District would also affect the property at 105 E. 18th Avenue. The change would not result in any substantive changes to the regulations concerning signs for that property, as the regulations for the two districts are substantially similar.

**18. Snake Saturday Agreement (Resolution No. 21-088)**

The City has previously entered into written contracts with Northland Festivals for the Snake Saturday Parade and related activities. The attached agreement is very similar to the pre-COVID contracts between the City and Northland Festivals for these services, with a few minor changes. J.D. Green of Northland Festivals will be in attendance to answer any questions.

**19. WSP Contract Amendment (Armour Road) Engineering Services for Armour Road Complete Street Project – Second Professional Services Agreement (Resolution No. 21-087)**

As discussed with the City Council at the September 21, 2021 work session, the remaining work planned for the Armour Road Complete Street has been consolidated into one project that is anticipated to be bid in Spring 2022. These improvements include green conflict zone markings, Fayette right turn lane, left turn signal for eastbound Armour at Iron, bump-out islands at Gentry and Knox, and a mid-block crossing between Macon and Ozark, as well as a mill and overlay for the Armour Road pavement that will be a cooperative project between the City and the NKC Special Road District. While the engineering work for some of these improvements has been completed, the bump-out islands, mid-block crossing, and mill and overlay require additional engineering work to complete construction plans for bidding. This work has been delayed by the fact that the previous professional services agreement with WSP expired earlier this year. The City must enter into a new agreement with WSP for the project engineers to begin work. The contract before the Council is similar to the previous agreement and includes the tasks currently needed to put the remaining improvements out to bid.

**20. Approving Accounts Due and Payable by the City through December 3, 2021. {Bill No. 7653 (Ordinance No. 9449)}.**

**21. Staff Comments**

- Upcoming City Items of Note
- NKC Hospital COVID-19 Reports

**22. Councilmember Comments**

**23. Mayor's Comments**

Posted this 3<sup>rd</sup> day of December 2021 at 5:00 p.m.

- 24. 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)**
- 25. 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)**
- 26. Consideration of a Request to Hold and Recess Into an Executive Session, as Requested by the City Counselor, to be Held on this Date, on a Real Estate Matter Pursuant to Missouri Revised Statutes §610.021(2)**
- 27. 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)**
- 28. 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 November 16, 2021**

The City Council met in a Work Session on Tuesday, November 16, 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 the NKC Flex Service Options for the 2022 KCATA Services Contract. David Johnson from KCATA gave a presentation to the Council. Discussion ensued. City staff plans to bring the 2022 contract to the Council for approval at the December 7, 2021, Council meeting.

KCATA 2020 Contract  
Flex Service Options

Mayor DeLong declared the meeting adjourned at 7:01 PM.

Adjournment

Council Adjourned

---

Mayor Bryant DeLong

Attest:

---

City Clerk Crystal Doss

Approved this 7<sup>th</sup> day of November 2021

## **Minutes of the North Kansas City, Missouri Regular City Council Meeting of November 16, 2021**

The City Council met in regular session on Tuesday, November 16, 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  
Sara Copeland, Community Development 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 7:10 p.m.

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

Roll Call

The meeting opened with the Pledge of Allegiance led by Boy Scout Niko Nakahodo.

Opening

C. Smith moved to approve the agenda, seconded by C. Clarke. The Mayor asked all in favor, all opposed. The Mayor declared the motion passed.

Approval of Agenda

Lauren Wells, 22<sup>nd</sup> & Knox, approached the Council regarding City Council procedures with regard to emails. She also stated she did not want to see the mask mandate extended.

Comments from the Public

Christine with the Feed Northland Kids approached the Council to explain what this program does for the children in the North Kansas City School District.

The Consent Agenda contained the following items:

Consent Agenda

Approval of Special Council Meeting Minutes of November 2, 2021

Approval of Regular Council Meeting Minutes of November 2, 2021

Resolution Approving Household Hazardous Waste Agreement with MARC (Resolution No. 21-084)

Appointment of John Erpelding to the Crummett Beautification Committee

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

**Consideration of an Ordinance Authorizing the Adjustment of North Kansas City Council Ward Boundaries to Equalize Population in the Wards as a Result of Population Changes Reflected in the 2020 Decennial Federal Census and, In Order to Accomplish This Purpose, Repealing Chapter 1.08, "Ward Boundaries," of Title 1, General Provisions," of the Code of the City of North Kansas City, Missouri, and Enacting in Lieu Thereof a New Chapter 1.08, "Ward Boundaries," of the City Code; and Defining Boundary Lines for the Four Wards for the Election of Members of the City Council of the City of North Kansas City, Missouri {Bill No. 7647 (Ordinance No. 9444)}**

Ordinance No. 9444 –  
North Kansas City  
Ward Redistricting

Interim City Administrator Kim Nakahodo presented this item to the Council. Ms. Nakahodo stated that 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. North Kansas City's official Census population is 4,467 and our Ideal District size is 1,117 (Total Population ÷ Number of Districts = Ideal District). Ward population numbers must be within 10% Maximum Total Deviation from one another. In rebalancing the wards, in addition to population equity, districts are to be compact and contiguous and avoid the legislative evil known as 'gerrymander'. The City Council hosted a Work Session regarding redistricting on Tuesday, October 19, 2021, and an Open House and Special Council Meeting on Tuesday, November 2, 2021. Multiple draft maps were generated for discussion and residents were given several opportunities to provide the City Council with input on proposed maps. At its Special Council Meeting, the City Council directed staff to bring forward Modified Map C for formal adoption at the next meeting. The new ward boundaries are adopted by Ordinance, which has been prepared for the City Council's consideration. The new ward boundaries must be set prior to the opening of filing for the April 2022 election on December 7, 2021. Discussion ensued.

C. Clarke moved that Bill No. 7647 be placed on first reading, seconded by C. Smith. Mayor DeLong asked all in favor, all opposed. Mayor DeLong declared the motion carried. Bill No. 7647 was read. C. Clarke moved that Bill No. 7647 be placed on second and final reading and passed as Ordinance No. 9444, seconded by C. Smith. The roll was called, and the vote was as follows: C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, no – C. Smith, no – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes. Motion carried 6-2. Bill No. 7647 was read. Thereupon Mayor DeLong declared the Bill duly passed. Said Bill was numbered 9444, was signed and approved by the Mayor and attested by the City Clerk.

**Consideration of an Ordinance Approving Public Health Order 21-005 Regarding the Wearing of Face Masks in Certain Schools (K-5) Due to Covid-19 in the City of North Kansas City, Missouri, and Authorizing the Extension of the Effective Period of the Current Order 21-004 Dated November 2, 2021, As Modified, From November 20, 2021 Until December 18, 2021 {Bill No. 7645 (Ordinance No. 9442)}**

Ordinance No. 9442 --  
Emergency Health  
Order Extension

Interim City administrator Nakahodo stated that Councilmember Tull has requested that an extension of Mayor DeLong's Emergency Public Health Order No. 21-004 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 November 20, 2021, until December 18, 2021, at 12:01 a.m. unless rescinded, extended, modified or amended pursuant to applicable law. Ordinance No. 9442 and Order No. 21-005 have been prepared for the City Council's consideration. Discussion ensued.

C. Smith moved that Bill No. 7645 be placed on first reading, seconded by C. Pellumbi. Mayor DeLong asked all in favor, all opposed. Mayor DeLong declared the motion carried. Bill No. 7645 was read. C. Clarke moved that Bill No. 7645 be placed on second and final reading and passed as Ordinance No. 9442, seconded by C. Pellumbi. The roll was called, and the vote was as follows: C. Pellumbi, yes – C. Graves, no – C. Saper, no – C. Tull, yes – C. Smith, yes – C. Clevenger, no – C. Roberts, yes – C. Clarke, yes. Motion carried, 5-3. Thereupon Mayor DeLong declared the Bill duly passed. Said Bill was numbered 9442, was signed and approved by the Mayor and attested by the City Clerk.

**Consideration of an Ordinance Approving the Final Plat of North Kansas City Destination Development, Fourth Plat in the City of North Kansas City, Missouri {Bill No. 7658 (Ordinance No. 9445)}**

Ordinance No. 9445 –  
Final Plat, North  
Kansas City Destination  
Development Fourth  
Plat

This plat concerns approximately 9.3 acres located on the east side of Diamond Parkway in the One North redevelopment area. The applicant, Milhaus, has an agreement with the City's Master Developer for the redevelopment area to acquire Lot 2 of the subject plat for the development of multi-family residential. This area was the subject of a rezoning request approved by the City Council on September 21, 2021. This final plat is a replat of Lot 2 of North Kansas City Destination Development, which was approved on August 15, 2017. The Planning Commission held a public hearing and approved the Preliminary Plat on March 2, 2017. At its November 4, 2021 meeting, the Planning Commission reviewed the final plat. The Commission found the plat to be in conformance with the approved Preliminary Plat and unanimously recommended approval of the final plat.

C. Smith moved that Bill No. 7658 be placed on first reading, seconded by C. Roberts. Mayor DeLong asked all in favor, all opposed. Mayor DeLong declared the motion carried. Bill No. 7658 was read C. Clarke moved that Bill No. 7648 be placed on second and final reading and passed as Ordinance No. 9445, seconded by C. Smith. The roll was called, and the vote was as follows: C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes – C. Clevenger, yes – C.

Roberts, yes – C. Clarke, yes. Motion carried 8-0. Bill No. 7648 was read. Thereupon Mayor DeLong declared the Bill duly passed. Said Bill was numbered 9445, was signed and approved by the Mayor and attested by the City Clerk.

**Consideration of an Ordinance Approving and Adopting the Collective Bargaining Agreement Negotiated By and Between the City of North Kansas City, Missouri, and the International Association of Fire Fighters, Local 42 Representing Employees in the Fire Department; and Establishing the Effective Date of Said Agreement {Bill No. 7646 (Ordinance No. 9443)}**

Ordinance No. 9443 –  
Collective Bargaining  
Agreement Between  
the City of North  
Kansas City and IAFF  
Local 42, 2021 -- 2024

Interim City Administrator Nakahodo asked Fire Chief Dave Hargis to present this item to Council. Chief Hargis stated that the Collective Bargaining Agreement (CBA) between the City and the International Association of Firefighters (IAFF) Local 42 expired on August 31, 2021. Members of Local 42, members of City staff, and Fire Department Administration have negotiated the terms for a new three (3) year CBA. Both parties have tentatively agreed to all proposed changes to the CBA. The changes to the CBA include both non-economic and economic changes. Non-economic changes were made to address language clarifications and updated policies and procedures pertaining to internal Fire Department operations. The economic changes made to the CBA were based on retention and recruitment issues occurring over the last three years. It had become apparent the North Kansas City Fire Department needed to look at increasing pay throughout all ranks to a level that is closer to the area market value. We recognize pay is a significant factor in retention and along with increasing the base pay, changes were needed in overtime and specialty pay. With this knowledge, the included economic changes were agreed to by both the City and IAFF Local 42 members. It is with the shared optimism of both Staff and the IAFF members this new contract, while not placing us at the top of the market regarding compensation, will allow us to be more competitive and permit us to end the retention and recruitment issues related to pay. The tentatively agreed upon CBA has been reviewed by the City's Labor attorney, Jeff Place of Jackson Lewis P.C.

C. Smith moved to place Bill No. 7646 on first reading, seconded by C. Roberts. Mayor DeLong asked all in favor, all opposed. Mayor DeLong declared the motion carried. Bill No. 7646 was read. C. Clarke moved that Bill No. 7646 be placed on second and final reading and passed as Ordinance No. 9443, seconded by C. Smith. The roll was called, and the vote was as follows: C. Pellumbi, yes – C. Graves, yes – C. Saper,

yes – C. Tull, yes – C. Smith, yes – C. Clevenger, yes – C. Robers, yes – C. Clarke, yes. Motion carried 8-0. Bill No. 7646 was read. Thereupon Mayor DeLong declared the Bill duly passed. Said Bill was numbered 9443, was signed and approved by the Mayor and attested by the City Clerk.

**Consideration of a Resolution Amending the General Fund Budget for Fiscal Year 2021-2022 in the Amount of \$375,351 for Increases Related to Fire Union Contract (Resolution No. 21-083).**

As the City Council approved the 2021-2024 Collective Bargaining Agreement (CBA) between the City and the International Association of Firefighters (IAFF) Local 42, a budget amendment is required to adequately fund the new agreement. Now before the Council is a budget amendment for \$375,351 that will fund the new salary structure and the City's fees for the Union 42 Cares program. C Smith moved to approve Resolution No. 21-083, seconded by C. Clevenger. Mayor DeLong asked all in favor, all opposed. Mayor DeLong declared the motion passed.

**Consideration of an Ordinance Authorizing City Council Meetings that Fall on an Election Day to be Rescheduled and Amending Section 2.04.010 of the Code of the City of North Kansas City, Missouri Accordingly {Bill No. 7650 (Ordinance No. 9447)}**

Mayor DeLong requested that staff bring forward an Ordinance amending Section 2.04.010 of the City Code to allow the City Council to move or cancel regular meetings that fall on an election day in North Kansas City to enable residents to participate in the election process. C. Smith moved that Bill No. 7650 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. 7650 was read. C. Clarke moved that Bill No. 7650 be placed on second and final reading and passed as Ordinance No. 9447, seconded by C. Smith. The roll was called, and the vote was as follows: C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes. Motion carried 8-0. Thereupon Mayor DeLong declared the Bill duly passed. Said Bill was numbered 9443, was signed and approved by the Mayor and attested by the City Clerk.

Resolution No. 21-083  
– Budget Amendment  
for the Collective  
Bargaining Agreement  
Between the City of  
North Kansas City and  
IAFF Local 42, 2021 -  
2024

Ordinance No. 9447 –  
City Council Meetings  
that Fall on an Election  
Day to be Rescheduled

**Consideration of a Resolution Approving a Guaranteed Maximum Price Amendment to the Agreement Between Owner and Construction Manager as Contractor with MegaKC Corporation for the Downtown Streetscape Project (Resolution No. 21-085)**

Resolution No. 21-085  
– Downtown  
Streetscape  
Guaranteed Maximum  
Price Contract  
Amendment

Interim City Administrator Nakhodo asked Community Development Director Sara Copeland to present this item to Council. Ms. Copeland stated that At its June 1, 2021 meeting, the City Council approved a contract with MegaKC to serve as the Construction Manager at Risk (CMAR) for NKC's downtown streetscape update. A Construction Manager functions as the General Contractor on a project and plays a more integrated role in the design process, assisting the City and Confluence (the City's design consultant for this project) with finalizing construction plans and specifications, and coordinating with downtown businesses throughout the project. The CMAR contract also entails a commitment by the Construction Manager to deliver the construction project within a guaranteed maximum price. The contract between the City and MegaKC included, as Exhibit A, the form to be used for amending the contract to include the Guaranteed Maximum Price (GMP) for construction. On October 5, 2021, the City Council work session reviewed the progress on this project and discussed the budget estimate for this project. At that time, MegaKC was estimating costs for the project based on various bid packages and estimated the cost of the project as \$3,700,000. Direction from the City Council was to proceed with the project as planned and to bring forward a budget amendment for costs in excess of the amount budgeted. The GMP Amendment represents a guarantee by MegaKC that costs for this project, as described in the original CMAR contract, will not increase. The total cost includes a contingency amount, noted as the Force Account; funds from the Force Account that are not spent will be returned to the City. MegaKC and Confluence are continuing to work on possible options for decreasing total costs for the new streetlights. Any savings in this project component will likewise be returned to the City. Discussion ensued.

C. Roberts moved to approve Resolution No. 21-085, seconded by C. Clevenger. Mayor DeLong asked all in favor, all opposed. Mayor DeLong declared the motion passed.

**Consideration of a Resolution Amending the Gaming Fund Budget for Fiscal Year 2021-2022 in the Amount of \$1,040,938 for the Downtown Streetscape Project (Resolution No. 21-086)**

On October 5, 2021, the City Council work session reviewed the progress on this project and discussed the budget estimate for this project. At that time, MegaKC was estimating costs for the project based on various bid packages and estimated the cost of the project as \$3,700,000. Direction from the City Council was to proceed with the project as planned and to bring forward a budget amendment for costs in excess of the amount budgeted. The GMP Amendment represents a guarantee by MegaKC that costs for this project, as described in the original CMAR contract, will not increase. The total cost includes a contingency amount, noted as the Force Account; funds from the Force Account that are not spent will be returned to the City. MegaKC and Confluence are continuing to work on possible options for decreasing total costs for the new streetlights. Any savings in this project component will likewise be returned to the City.

C. Clevenger moved to approve Resolution No. 21-086, seconded by Councilmember Graves. Mayor DeLong asked all in favor, all opposed. Mayor DeLong declared the motion passed.

**Consideration of an Ordinance Repealing Section 10.04.060, "Coasters, Roller Skates and Similar Devices Restricted," of Chapter 10.04, "General Provisions," of Title 10, "Vehicles and Traffic," of the Code of the City of North Kansas City, Missouri {Bill No. 7644 (Ordinance No. 9441)}.**

Interim City Administrator Nakahodo asked City Counselor Tom Barzee to present this item to Council. Mr. Barzee stated that during the City Council meeting on October 19, 2021, the City Council passed Ordinance No. 9431, which amended § 10.68.060 of the Code of the City of North Kansas City, Missouri (the "City Code"). Subsequently, the Police Department discovered in a different section and chapter of the City Code language that is in conflict with the recently enacted Ordinance No. 9431, which effectively rewrote by substantially amending § 10.68.060 of the City Code. Consequently, it is recommended that the conflicting code provision found in § 10.04.060 of the City Code be repealed. Section 10.04.060 addresses coasters, roller skates and similar devices operating within the City. An ordinance

Resolution No. 21-086  
– FY 2022 Budget  
Amendment for the  
Downtown Streetscape  
-Guaranteed Maximum  
Price Contract

Ordinance No. 9441 –  
Ordinance Repealing  
Section 10.040.060  
Dealing with Coasters,  
Roller Skates and  
Similar Devices in the  
City

repealing § 10.04.060 of the City Code is attached hereto for your consideration.

C. Smith moved to place Bill No. 7644 on first reading, seconded by C. Pellumbi. Mayor DeLong asked all in favor, all opposed. Mayor DeLong declared the motion carried. Bill N. 7644 was read. C. Clarke moved that Bill No. 7644 be placed on second and final reading and passed as Ordinance No. 9441, seconded by C. Smith. The roll was called, and the vote was as follows: C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes. Motion carried 8-0. Bill No. 7644 was read. Thereupon Mayor DeLong declared the Bill duly passed. Said Bill was numbered 9441, was signed and approved by the Mayor and attested by the City Clerk.

**Consideration of an Ordinance Authorizing Payment for Certain Accounts Due and Payable by the City Through November 12, 2021 {Bill No. 7649 (Ordinance No. 9446)}.**

C. Smith moved that Bill No. 7649 be placed on first reading, seconded by C. Roberts. Mayor DeLong asked all in favor, all opposed. Mayor DeLong declared the motion carried. Bill No. 7649 was read. C. Clarke moved that Bill No. 7649 be placed on second and final reading and passed as Ordinance No. 9446, seconded by C. Smith. The roll was called, and the vote was as follows: C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes. Motion carried 8-0. Bill No. 7649 was read. Thereupon Mayor DeLong declared the Bill duly passed. Said Bill was then numbered 9446, was signed and approved by the Mayor and attested by the City Clerk.

Police Chief Kevin Freeman reported that they have a new Community Crime Map software, as the old system functioned poorly. Interim City Administrator Nakahodo stated that the Upcoming City Items of Note and the NKC Hospital Covid-19 Update were in the agenda packet for review. She also stated that the Council should drive by and look at the new mural on the ExLTube building.

C. Pellumbi stated it is nice seeing the Christmas Lights going up.

C. Graves stated that he would like to see making signs to put in the Veterans' yard on Veterans Day to thank them for their service. He stated he likes what C. Clevenger does with the Yard of the Month

Ordinance No. 9446–  
Approving Accounts  
Due and Payable by  
the City Through  
November 12, 2021

Staff Comments

Councilmembers'  
Comments

signs. Would like to extend this program into Ward 1. Tip of the week is to clean out your gutters. Remember do not rake your leaves into the street, just rake them to the curb and the truck will come and pick them up.

C. Saper thanked everyone who came out tonight to the Council meeting and those watching at home. He stated there is not much we can do at the State and Federal levels, but at the Municipal level, your voices are heard.

C. Tull thanked Boy Scout Niko Nakahodo for attending the meeting and leading us in the Pledge of Allegiance. C. Tull also stated that as Ms. Wells pointed out earlier, the Sunshine Law is important; however, it does not mean that a councilmember cannot talk to some of the Council and not all of the Council. She also stated that no Covid funds were attached to the mask mandate. She stated she was able to attend the Veterans Day celebration at the Garden Apartments and it was very enjoyable. She stated she is excited for the new Community Crime App. She also thanked Mayor DeLong for the Ordinance moving Council meetings that fall on election days.

C. Smith stated he also attended and enjoyed the Veterans Day Celebration at the Garden Apartments. He stated he found the presentation from Feed Northland Kids very eye opening.

C. Clevenger reminded everyone that this Friday is the Mayor's Christmas Tree Lighting. He wished everyone a Happy Thanksgiving. He stated the Covid numbers are looking pretty good right now.

C. Roberts stated he thought they all worked very well tonight as a Council. He asked Chief Hargis about the cold weather plan for the unhomed.

C. Clarke stated the RFQs are in for River Forest Park. This weekend at 6:00 PM there is a Party with a Cause at Valero.

Mayor DeLong thanked Boy Scout Niko Nakahodo for leading the Pledge of Allegiance. He also stated he enjoyed the Veterans Day Celebration at the Gardens Apartment. He invited everyone out to the Mayor's Christmas Tree Lighting this Friday.

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 Personnel Matter Pursuant to Missouri Revised Statutes §610.021(3).**

Executive Session

C. Clevenger moved to go into Executive Session at 8:10 p.m., seconded by C. Clarke. The roll was called, and the vote was follows: C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes. Motion carried, 8-0.

C. Clarke moved to go back into Regular Session and adjourn at 8:52 p.m., seconded by C. Clevenger. 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 7<sup>th</sup> Day of December 2021



## **City of North Kansas City Boards and Commissions Application Form**

Thank you for your interest in being a member of a board or commission for the City of North Kansas City. In order to be considered for an appointment, please complete the following form. For questions regarding the boards, or this form, please contact Crystal Doss, City Clerk, at (816) 412-7815.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Please mark each board or commission for which you are interested in serving:

- Hospital Board of Trustees (4-Year Term)
- Library Board (3-Year Term)
- Park & Recreation Board (3-Year Term)
- Board of Zoning Adjustment (4-Year Term)
- Police & Fire Personnel Board (4-Year Term)
- Liquor Control Board of Review (3-Year Term)
- City Planning Commission (4-Year Term)
- Tax Increment Financing (TIF) Commission (4-Year Term)
- Industrial Development Authority
- Crummett Beautification Committee
- Equity and Inclusion Committee



Why are you interested in serving the City of North Kansas City on a board or commission? Do you have an interest in a particular board or commission and if so, why?

Do you have previous civic experience or particular qualifications that you believe you can bring to the board or commission? If so, please describe in the space below. If you have a current resume, please attach (*not required*).

Please describe the days of the week, times of day, or evenings you are available.

If there are no vacancies for the board you are interested in, we will contact you when a vacancy becomes available to determine if you are still willing and able to serve at that time.

Thank you for your interest in serving your community!



Reason I wish to be reappointed:

I have served on the IDA Board since October 2019 and would like to continue to serve  

---

in this capacity to further support North Kansas City's long term growth and development  

---

Additional information:

Thank you for allowing me to serve in this position over the last two years. I hope that I  

---

will be given an opportunity to continue to serve the North Kansas City community in  

---

this capacity going forward.  

---

Signature:



---

Date: 12/2/21

---

## MEMORANDUM



---

**TO:** Honorable Mayor Stielow & Council Members

**FROM:** Dave Hargis, Fire Chief

**DATE:** December 7, 2021

**RE:** Actuarial Report on the Police and Fire Pension Fund

---

The 2021 actuarial report for the North Kansas City Police Officers and Firefighters Pension Fund (the Fund) has been completed. A summary of the report is attached. The report was completed by the firm of McCloud and Associates and Traci Christian of that company will make a presentation to the Council detailing some of the pertinent information in the report.

The continuing sound fiscal management of the Fund has helped to place the Fund on a solid financial footing. As a result, there is no need for the City to provide any additional contributions in the current fiscal year.

A short resolution has been prepared for your consideration that will adopt the recommendations of the actuary for fiscal year 2022.

**RESOLUTION NO. 21-091**

**A RESOLUTION ADOPTING THE RECOMMENDATIONS OF THE  
ACTUARY FOR THE POLICE AND FIRE PENSION PLAN FOR FISCAL YEAR 2022**

**WHEREAS**, the City has established the North Kansas City Police Officer's and Firefighter's Pension Fund; and

**WHEREAS**, the Pension Fund Board of Trustees is required to provide an actuarial report to the City Council each year; and

**WHEREAS**, an actuarial report has been completed and is presented to the City Council at this meeting; and

**WHEREAS**, there is no additional recommended actuarial contribution to the fund for Fiscal Year 2022.

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

1. The City Council does hereby accept the findings of the actuarial report prepared by McCloud and Associates for the North Kansas City Police Officers' and Firefighters' Pension Fund, a copy of which is attached hereto and incorporated herein by reference.

**DONE** this 7th day of December, 2021

---

Bryant DeLong, Mayor

Attest: \_\_\_\_\_  
Crystal Doss, City Clerk



# CONSULTING GROUP

Actuaries • Advisors • Administrators

## City of North Kansas City Policemen's and Firemen's Retirement Fund

### Results from the Actuarial Valuation as of October 1, 2021.

The results presented here are based on the data, assumptions, methods and plan provisions outlined in the October 1, 2021 actuarial report dated November 1, 2021.

Those descriptions should be considered to be a part of this summary report.

### Participant Data

	<u>October 1, 2020</u>	<u>October 1, 2021</u>
Active Members	94	97
Active Member Payroll	\$5,703,321	\$6,088,406
Average Member's Pay	60,674	62,767
Retirees and Beneficiaries*	82	83
Annual Pensions	\$2,979,204	\$3,117,225
Vested Terminated	8	8
Deferred Payments	\$166,402	\$166,402

\*Includes Drop Participants

### Financial Data

	<u>October 1, 2020</u>	<u>October 1, 2021</u>
Actuarial Accrued Liability	\$57,182,653	\$58,941,306
Actuarial Value of Assets*	\$59,357,584	\$63,936,509
Unfunded Actuarial Accrued liability	(2,174,931)	(4,995,203)
Funded Status of the Plan	103.8%	108.5%

\*Accumulations of DROP balances are removed from this value.

## Recommended Contribution for Fiscal Year 2021-2022

The normal cost is the long-term ongoing cost of the Plan. Any unfunded actuarial accrued liability is amortized each year as it arises as a level percent of payroll. This amortization was added the City's normal cost contribution rate.

Employer Net Normal Cost	\$539,874
Amortization of Unfunded Actuarial Accrued Liability	(312,540)
Interest for one half year	7,388
<b>Total Recommended Contribution</b>	<b>\$234,722</b>
As a Percent of Payroll	<b>3.86%</b>

Anticipated Pension Funds Collections from Property Tax Billing - .2111 levy, FIT, Sur Tax and Interest Earnings	\$770,000
------------------------------------------------------------------------------------------------------------------	-----------

**Additional Recommended Contribution** **\$0**

### Recommended Contributions

Valuation Date: October 1	Computed City Dollar Contributions	Percent of Payroll
2014	710,503	13.6
2015	658,361	12.9
2016	846,280	16.6
2017	595,057	11.9
2018	422,048	7.7
2019	536,166	9.3
2020	405,770	7.1
<b>2021</b>	<b>234,722</b>	<b>3.9</b>

### History of Assets and Accrued Liabilities

Valuation Date October 1:	Valuation Assets	Actuarial Accrued Liabilities	Funded Ratio	Unfunded Actuarial Accrued Liabilities
2014	46,376,930	46,677,818	99.4	300,888
2015	46,574,127	47,424,761	98.2	850,634
2016	48,471,548	50,832,226	95.4	2,360,678
2017	51,220,665	49,990,363	102.5	(1,230,302)
2018	53,789,162	52,460,114	102.5	(1,329,048)
2019	56,226,546	55,825,371	100.7	(401,175)
2020	59,357,584	57,182,653	103.8	(2,174,931)
<b>2021</b>	<b>63,936,509</b>	<b>58,941,306</b>	<b>108.5</b>	<b>(4,995,203)</b>

## Schedule of Employer Contributions

Fiscal Year	Valuation Date	Annual Recommended Contribution*	Annual Contribution	Percentage Contributed
2009-10	2009	1,432,875	870,000	60.7
2010-11	2010	1,413,105	785,000	55.6
2011-12	2011	1,546,257	730,000	47.2
2012-13	2012	1,382,311	1,665,000	120.5
2013-14	2013	890,916	675,000	75.8
2014-15	2014	710,503	716,000	100.8
2015-16	2015	658,361	683,000	103.7
2016-17	2016	846,280	849,280	100.4
2017-18	2017	595,057	709,000	119.1
2018-19	2018	422,048	730,000	173.0
2019-20	2019	536,166	771,000	143.8
2020-21	2020	405,770	760,000	187.3
2021-22	2020	234,722		

\* These recommended contributions are in addition to anticipated percentage of payroll contributions: 6.9% from the city and 3.1% of pay from participants.

### Comments

The Plan experienced an investment gain of over \$8,768,764 on a market value basis, reflecting a return of 21.2%. Twenty percent of those gains are recognized in the actuarial (smoothed) asset value, and the remainder will be recognized over the next four years. Prior year gains and losses are also being phased into the smoothed asset value, which is currently 89.5% of the market value.

Maintaining current funding practices will keep the plan well funded.

---

# MEMORANDUM



---

**TO:** Mayor and City Council

**FROM:** Kim Nakahodo, Interim City Administrator

**DATE:** December 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 the 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 on March 22, 2021. Staff has reviewed these plans and resubmittals; the resubmitted plans are permit-ready.
- City Council took public comment on the 23rd & Swift Chapter 100 Plan on November 2, 2021.

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.

The major change to the Development Agreement is the delay in commencing construction on the Project, as requested by Star in the Development Schedule undated as of November 18, 2021. Star now intends to close its construction loan in March 2022 and begin construction in March or April of 2022. The revised schedule is attached to this memo. The Schedule of PILOT payments in the Development Agreement (Exhibit B) has been adjusted to reflect the change in the construction schedule.

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 18 years; during the first three 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 in March or April of 2022 and complete construction in June or July of 2024.

*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 18 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.

**STAR Development  
23<sup>rd</sup> and Swift, North Kansas City**

**UPDATED PROJECT SCHEDULE**

**December 7, 2021**

- City Council consideration of First Amended and Restated Development Agreement
- City Council consideration of Ch. 100 Plan and Bond Documents

**March 2022**

- Close construction loan
- Ch. 100 Bond closing (including deed, lease-back of property with City)
- City issue Tax Exemption Certificate for Sales Tax Exemption on construction materials

**March/April 2022**

- Pull permits and commence Project

**November/December 2023**

- Begin phased delivery of apartment units for leasing
- Average delivery of ~18 units per month

**June/July 2024<sup>i</sup>**

- Complete construction

---

<sup>i</sup> Development Agreement provides up to 30 months to complete construction, but the schedule above reflects Developer's goal to complete construction in approximately 28 months.

EXECUTION VERSION

**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..... 8

    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..... 14

    3.1    Bonds..... 14

    3.2    Project Site Tax Exemption..... 11

    3.3    Sales Tax Exemption..... 12

    3.4    Permitting and Approval Assistance..... 13

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]..... 14

    4.6    Contingencies..... 14

ARTICLE V Company Obligations, Representations, And Warranties..... 15

    5.1    Project Operation and Maintenance..... 15

    5.2    Company Authorization..... 15

ARTICLE VI Default and Termination; Estoppel..... 16

    6.1    Events of Default Defined..... 16

    6.2    Remedies on Default..... 16

6.3	<del>Purchase Agreement Termination</del> <a href="#">[Reserved]</a>	18
ARTICLE VII Miscellaneous		18
7.1	Notices	18
7.2	Severability	19
7.3	Transfer and Assignment	<del>20</del> <a href="#">19</a>
7.4	Counterparts	20
7.5	Survival	20
7.6	Consents and Approvals	20
7.7	Entire Agreement	<del>21</del> <a href="#">10</a>
7.8	Headings	<del>21</del> <a href="#">10</a>
7.9	Negation of Partnership	<del>21</del> <a href="#">10</a>
7.10	Representatives not Individually Liable	<del>21</del> <a href="#">10</a>
7.11	Ancillary Documents	<del>21</del> <a href="#">10</a>
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	<del>21</del> <a href="#">21</a>
7.16	No Waiver	<del>21</del> <a href="#">21</a>
7.17	No Tax Representations or Warranties	<del>21</del> <a href="#">21</a>
7.18	Costs and Expenses; Costs of Issuance	<del>21</del> <a href="#">21</a>
7.19	Company Lender	<del>21</del> <a href="#">21</a>
7.20	Termination	22
7.21	Force Majeure	<del>23</del> <a href="#">32</a>
7.22	Insurance and Indemnification	23
7.23	Governing Law and Jurisdiction	<del>24</del> <a href="#">3</a>
7.24	Waiver	<del>24</del> <a href="#">3</a>
7.25	Electronic Storage of Documents	24
7.26	Employee Verification	24
7.27	Equal Employment Opportunity During Performance of this Agreement	<del>25</del> <a href="#">4</a>
7.28	Project Environmental	<del>26</del> <a href="#">5</a>
7.29	Memorandum of Agreement	27
7.30	<a href="#">Amendment and Restatement, No Novation</a>	<a href="#">27</a>

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 ~~\_\_\_\_\_~~ December 8, 2020<sup>1</sup> (“**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 ~~Purchase and Sale~~ Development Agreement dated as of ~~even date herewith~~ August 4, 2020 (the “~~Purchase Existing~~ Agreement”) ~~for and~~ the sale of the Project Site to 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. ~~\_\_\_\_\_~~ 9426 passed on ~~\_\_\_\_\_~~ December 7, 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 ~~of the Company~~ 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.** ~~Prior to Closing, or within one hundred fifty (Closing pursuant to the Purchase Agreement occurred January 14, 2021. No later than March 15, 20) days following the Closing~~<sup>22</sup>, 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, ~~shall, prepare~~<sup>has prepared</sup> a construction, development, permit and governmental approval schedule (“**Development Schedule**”) for the Project pertaining to the matters to be set forth in the Development Plan. Such Development Schedule ~~shall be~~<sup>has been</sup> submitted to the City for approval ~~and shall identify~~<sup>pursuant to letters from the Developer to the City dated August 26, 2021 and November 18, 2021, respectively. The Development Schedule identifies</sup>, 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 as updated November 18, 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 ~~thirtyseven~~ (307) 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 6 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 ~~thirtyseven~~ (307) 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 ~~thirtyseven~~ (307) 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 ~~thirtyten~~ (310) 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 ~~thirtyten~~ (310) 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) ~~Updated Development Schedule, which the Company shall provide to the City at least thirty (30) days prior to the date proposed for the Bond Closing~~[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.** ~~Prior to or following~~ Following the Bond Closing ~~(as applicable)~~, Company shall perform the following undertakings in accordance with the process ("**Process**") set forth below:

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

(b) Company shall: (i) commence construction of the Project improvements within one hundred twenty (120) days following the Bond Closing ~~Date~~; 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); ~~and (e)~~

#### 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 (1<sup>st</sup>) 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 ~~one hundred eighty (180) days following the Closing~~ March 15, 2022 (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 ~~Model~~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 (30<sup>th</sup>) 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 ~~**Purchase Agreement Termination.**—In the event the Purchase Agreement is terminated pursuant to the terms thereof, this Agreement shall automatically terminate and the parties hereto shall have no further obligations to one another, except for any obligation that survives such termination as explicitly stated in this Agreement.~~ [\[Reserved\]](#)

## **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](mailto: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](mailto:sssparks@bclplaw.com)

If to the Company:

STAR Acquisitions & Development, LLC  
244 W. Mill Street, #101

Liberty, Missouri 64068

Email: [tharris@stardevcorp.com](mailto:tharris@stardevcorp.com);

[robert@stardevcorp.com](mailto:robert@stardevcorp.com) [tharris@stardevcorp.com](mailto:tharris@stardevcorp.com) and  
[robert@stardevcorp.com](mailto:robert@stardevcorp.com)

With a Copy to:

Polsinelli PC  
900 W. 48<sup>th</sup> Place, Suite 900  
Kansas City, Missouri 64112  
Attention: Curt Petersen  
Email: ~~epetersen@polsinelli.com~~[cpetersen@polsinelli.com](mailto:cpetersen@polsinelli.com)

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

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

### **7.3 Transfer and Assignment.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 7.20 Termination.

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

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

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

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

**7.22 Insurance and Indemnification.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **7.28 Project Environmental.**

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

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

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

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

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

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

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

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

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

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

CITY OF NORTH KANSAS CITY, MISSOURI

By: \_\_\_\_\_

~~Don Stielow~~ 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, Range 33, in North Kansas City, Clay County, Missouri, being described as follows: Commencing at the Northeast corner of said Northwest Quarter; thence South 0°52'34" West along the East line of said Northwest Quarter, 856.68 feet; thence North 89°07'26" West, 50.00 feet to the intersection of the South right-of-way line of 29th Avenue and the West right-of-way line of Swift Avenue, as both are now established; thence South 0°52'34" West along said West right-of-way line, 1189.27 feet to the Centerline of 25th Avenue, as now established and the True Point of Beginning of the tract to be herein described; thence South 0°52'34" West along said West right-of-way line 541.18 feet to the North right-of-way line of 23rd Avenue, as now established; thence North 89°06'48" West along said North right-of-way line, 505.08 feet to the East right-of-way line of Buchanan Street, as now established; thence North 0°52'17" East along said East right-of-way line, 541.47 feet to the Centerline of said 25th Avenue; thence South 89°04'52" East along said Centerline, 505.12 feet to the True Point of Beginning. Containing 6.2777 acres, more or less.~~

Lot 1, 23<sup>rd</sup> and Swift Apartments, a subdivision in North Kansas City, Clay County, Missouri, according to the recorded plat thereof.

**EXHIBIT B**

**EXHIBIT B**

**SCHEDULE OF PILOT PAYMENTS**

1. The PILOT payment due in 2022 from STAR to the City will be paid as follows:

<b>2022 PILOT Calculation</b>	
<u>PILOT Payment Due:</u>	<u>\$20,876</u>
<u>PILOT Payment Due Date:</u>	<u>December 1, 2022</u>

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

2. On 1/1/2023 STAR will share with the City the cumulative amount of funds spent on construction from construction start to 12/31/2022, along with the total amount of projected construction cost (as evidenced by construction

<b>2023 PILOT Calculation Example</b>	
<u>Calculation Date:</u>	<u>December 31, 2022</u>
<u>Total construction draws:</u>	<u>\$20,000,000</u>
<u>Total Projected Project Budget:</u>	<u>\$45,000,000</u>
<u>Construction Percentage Complete:</u>	<u>44.44%</u>
<u>Full PILOT Due:</u>	<u>\$300,000</u>
<u>Partial PILOT Due:</u>	<u>\$133,333</u>
<u>PILOT Payment Due Date:</u>	<u>December 1, 2023</u>

The following example will illustrate the calculation of PILOTs in 2024:

3. On 1/1/2024 STAR will share with the City the cumulative amount of funds spent on construction from construction start to 12/31/2023, along with the total amount of projected construction cost (as evidenced by construction

S  
C  
H  
E  
D  
U  
L  
E  
O  
F  
P  
I  
L  
O  
T  
P  
A  
Y  
M  
E  
N  
T  
S  
  
\*

<b>2024 PILOT Calculation Example</b>			
<u>Calculation Date:</u>			<u>December 31, 2023</u>
<u>Total construction draws:</u>			<u>\$35,000,000</u>
<u>Total Projected Project Budget:</u>			<u>\$45,000,000</u>
	<u>Construction Percentage Complete:</u>	<b>2021</b>	<b>Amount that would be due for 2021 real property taxes absent Ch. 100-77.78%</b>
	<b>2022</b>	<u>Full PILOT Due:</u>	<b>Percentage completion of project on 1/1/2022 x \$300,000</b>
<u>Partial PILOT Due:</u>			<u>\$233,333</u>
<u>PILOT Payment Due Date:</u>			<u>December 1, 2024</u>

<b>Schedule of PILOT Payments</b>			
	<u>PILOT Year</u>	<u>PILOT Due Date</u>	<u>PILOT Amount</u>
	<u>Constructio n</u>	<u>12/1/2022</u>	<u>See 1. above</u>
	<u>Constructio n</u>	<u>12/1/2023</u>	<b>Percentage completion of project on 1/1/2023 x \$300,000</b> <u>See 2. above</u>
	<b>1</b> <u>Construc tion</u>	<u>12/1/2024</u>	<b>\$300,000</b> <u>See 3. above</u>
	<b>2</b> <u>1</u>	<u>12/1/2025</u>	<u>\$300,000</u>
	<b>3</b> <u>2</u>	<u>12/1/2026</u>	<u>\$300,000</u>

	<u>43</u>	<u>12/1/2027</u>	\$300,000
	<u>54</u>	<u>12/1/2028</u>	\$300,000
	<u>65</u>	<u>12/1/2029</u>	\$300,000
	<u>76</u>	<u>12/1/2030</u>	\$300,000
	<u>87</u>	<u>12/1/2031</u>	\$300,000
	<u>98</u>	<u>12/1/2032</u>	\$300,000
	<u>109</u>	<u>12/1/2033</u>	\$300,000
<b>11</b>	<u>10</u>	<u>12/1/2034</u>	\$300,000
	<u>11</u>	<u>12/1/2035</u>	\$300,000
<b>13</b>	<u>12</u>	<u>12/1/2036</u>	\$300,000
<b>14</b>	<u>13</u>	<u>12/1/2037</u>	\$300,000
<b>15</b>	<u>14</u>	<u>12/1/2038</u>	\$300,000
	<u>15</u>	<u>12/1/2039</u>	<u>\$300,000</u>

~~\*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	
<b>PILOT Payment Due</b>	<b>\$10,438</b>	

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	
	0	
Construction Percentage Complete	11.11%	(\$5,000,000 / \$45,000,000)
Full PILOT	\$300,000	
<b>PILOT Payment Due</b>	<b>\$33,000</b>	(11.11% of \$300,000)

**EXHIBIT C**

**Title of Document:** Memorandum of [First Amended and Restated Development Agreement](#)

**Date of Document:** [December 8, 2020](#)

**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 8th day of December, 20201 (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 December 8, 20201 (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.

DEVELOPER:

STAR NKC PROPCO, LLC  
A Missouri limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
\_\_\_\_\_ ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20201, 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 ~~ACQUISITIONS & DEVELOPMENT~~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, Range 33, in North Kansas City, Clay County, Missouri, being described as follows: Commencing at the Northeast corner of said Northwest Quarter; thence South  $0^{\circ}52'34''$  West along the East line of said Northwest Quarter, 856.68 feet; thence North  $89^{\circ}07'26''$  West, 50.00 feet to the intersection of the South right-of-way line of 29<sup>th</sup> Avenue and the West right-of-way line of Swift Avenue, as both are now established; thence South  $0^{\circ}52'34''$  West along said West right-of-way line, 1189.27 feet to the Centerline of 25<sup>th</sup> Avenue, as now established and the True Point of Beginning of the tract to be herein described; thence South  $0^{\circ}52'34''$  West along said West right-of-way line 541.18 feet to the North right-of-way line of 23<sup>rd</sup> Avenue, as now established; thence North  $89^{\circ}06'48''$  West along said North right-of-way line, 505.08 feet to the East right-of-way line of Buchanan Street, as now established; thence North  $0^{\circ}52'17''$  East along said East right-of-way line, 541.47 feet to the Centerline of said 25<sup>th</sup> Avenue; thence South  $89^{\circ}04'52''$  East along said Centerline, 505.12 feet to the True Point of Beginning. Containing 6.2777 acres, more or less.~~

Lot 1, 23<sup>rd</sup> and Swift Apartments, a subdivision in North Kansas City, Clay County, Missouri, according to the recorded plat thereof.

Document comparison by Workshare Compare on Thursday, December 2, 2021  
10:26:24 AM

<b>Input:</b>	
Document 1 ID	iManage://USA-DMS.ONEFIRM.LAW/USA/602195987/7
Description	#602195987v7<USA-DMS.ONEFIRM.LAW> - Development Agreement (23rd and Swift - NKC)
Document 2 ID	iManage://usa-dms.onefirm.law/USA/604224382/6
Description	#604224382v6<usa-dms.onefirm.law> - First Amended and Restated Development Agreement (23rd and Swift - NKC)
Rendering set	firm

<b>Legend:</b>	
<a href="#">Insertion</a>	
<del>Deletion</del>	
<i>Moved from</i>	
<a href="#">Moved to</a>	
Style change	
Format change	
<del>Moved deletion</del>	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

<b>Statistics:</b>	
	Count
Insertions	336
Deletions	182
Moved from	0
Moved to	0
Style changes	0
Format changes	78
Total changes	596



**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 23<sup>rd</sup> 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 23<sup>rd</sup> 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 7<sup>th</sup> day of December, 2021.

---

Bryant DeLong, *Mayor*

ATTEST:

---

Crystal Doss, *City Clerk*

**APPROVED** this 7<sup>th</sup> day of December, 2021.

---

Bryant DeLong, *Mayor*

APPROVED AS TO FORM:

---

Anthony W. Bologna, *City Attorney*

---

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

# **EXHIBIT “1”**

EXECUTION VERSION

**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 ..... 8

    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] ..... 14

    4.6 Contingencies..... 14

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]	18
ARTICLE VII Miscellaneous		18
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 December 8, 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. 9426 passed on December 7, 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 March 15, 2022, 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 letters from the Developer to the City dated August 26, 2021 and November 18, 2021, respectively. 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 as updated November 18, 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 (1<sup>st</sup>) 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 March 15, 2022 (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 (30<sup>th</sup>) 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](mailto: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](mailto:sssparks@bclplaw.com)

If to the Company:

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

With a Copy to:

Polsinelli PC  
900 W. 48<sup>th</sup> Place, Suite 900  
Kansas City, Missouri 64112  
Attention: Curt Petersen  
Email: [cpetersen@polsinelli.com](mailto: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, 23<sup>rd</sup> and Swift Apartments, a subdivision in North Kansas City, Clay County, Missouri, according to the recorded plat thereof.

**EXHIBIT B**

**SCHEDULE OF PILOT PAYMENTS**

1. The PILOT payment due in 2022 from STAR to the City will be paid as follows:

<b>2022 PILOT Calculation</b>	
PILOT Payment Due:	\$20,876
PILOT Payment Due Date:	December 1, 2022

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

2. On 1/1/2023 STAR will share with the City the cumulative amount of funds spent on construction from construction start to 12/31/2022, along with the total amount of projected construction cost (as evidenced by construction pay application documentation).

<b>2023 PILOT Calculation Example</b>	
Calculation Date:	December 31, 2022
Total construction draws:	\$20,000,000
Total Projected Project Budget:	\$45,000,000
Construction Percentage Complete:	44.44%
Full PILOT Due:	\$300,000
Partial PILOT Due:	\$133,333
PILOT Payment Due Date:	December 1, 2023

The following example will illustrate the calculation of PILOTs in 2024:

3. On 1/1/2024 STAR will share with the City the cumulative amount of funds spent on construction from construction start to 12/31/2023, along with the total amount of projected construction cost (as evidenced by construction pay application documentation).

<b>2024 PILOT Calculation Example</b>	
Calculation Date:	December 31, 2023
Total construction draws:	\$35,000,000
Total Projected Project Budget:	\$45,000,000
Construction Percentage Complete:	77.78%
Full PILOT Due:	\$300,000
Partial PILOT Due:	\$233,333
PILOT Payment Due Date:	December 1, 2024

<b>Schedule of PILOT Payments</b>		
<b>PILOT Year</b>	<b>PILOT Due Date</b>	<b>PILOT Amount</b>
Construction	12/1/2022	See 1. above
Construction	12/1/2023	See 2. above
Construction	12/1/2024	See 3. above
1	12/1/2025	\$300,000
2	12/1/2026	\$300,000
3	12/1/2027	\$300,000
4	12/1/2028	\$300,000
5	12/1/2029	\$300,000
6	12/1/2030	\$300,000
7	12/1/2031	\$300,000
8	12/1/2032	\$300,000
9	12/1/2033	\$300,000
10	12/1/2034	\$300,000
11	12/1/2035	\$300,000
12	12/1/2036	\$300,000
13	12/1/2037	\$300,000
14	12/1/2038	\$300,000
15	12/1/2039	\$300,000

**EXHIBIT C**

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

**Date of Document:** December 8, 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 8th day of December, 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 December 8, 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 MISSOURI     )  
                                          ) ss.  
COUNTY OF CLAY     )

On this \_\_\_\_\_ day of December, 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 ACQUISITIONS & DEVELOPMENT, 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 ACQUISITIONS & DEVELOPMENT, 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]

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**

Lot 1, 23<sup>rd</sup> and Swift Apartments, 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:** December 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 the 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 on March 22, 2021. Staff has reviewed these plans and resubmittals; the resubmitted plans are permit-ready.
- City Council took public comment on the 23rd & Swift Chapter 100 Plan on November 2, 2021.

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.

The major change to the Development Agreement is the delay in commencing construction on the Project, as requested by Star in the Development Schedule undated as of November 18, 2021. Star now intends to close its construction loan in March 2022 and begin construction in March or April of 2022. The revised schedule is attached to this memo. The Schedule of PILOT payments in the Development Agreement (Exhibit B) has been adjusted to reflect the change in the construction schedule.

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 18 years; during the first three 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 in March or April of 2022 and complete construction in June or July of 2024.

*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 18 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.

**STAR Development  
23<sup>rd</sup> and Swift, North Kansas City**

**UPDATED PROJECT SCHEDULE**

**December 7, 2021**

- City Council consideration of First Amended and Restated Development Agreement
- City Council consideration of Ch. 100 Plan and Bond Documents

**March 2022**

- Close construction loan
- Ch. 100 Bond closing (including deed, lease-back of property with City)
- City issue Tax Exemption Certificate for Sales Tax Exemption on construction materials

**March/April 2022**

- Pull permits and commence Project

**November/December 2023**

- Begin phased delivery of apartment units for leasing
- Average delivery of ~18 units per month

**June/July 2024<sup>i</sup>**

- Complete construction

---

<sup>i</sup> Development Agreement provides up to 30 months to complete construction, but the schedule above reflects Developer's goal to complete construction in approximately 28 months.

**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 7<sup>th</sup> day of December, 2021.

---

Bryant DeLong, *Mayor*

**ATTEST:**

---

Crystal Doss, *City Clerk*

**APPROVED** this 7<sup>th</sup> day of December, 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 23<sup>rd</sup> & 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](http://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
<b>Total</b>	<b>7.4750%</b>	<b>\$ 1,345,500</b>

**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**

<b>Taxing Jurisdiction</b>	<b>Tax Rate</b>	<b>Projected Tax Revenues Without Project</b>	<b>Projected Tax Revenues With Project (Without Abatement)</b>	<b>Projected Payment in Lieu of Taxes*</b>	<b>Projected Tax Abatement</b>	<b>Payments in Lieu of Taxes Captured By TIF</b>	<b>Payments in Lieu of Taxes Distributed to Taxing Jurisdiction</b>
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	-	-	-	-	-	-	-	-	-
	<b>7.9623</b>	<b>\$ -</b>								

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	-	-	-	-	-	-	-	-	-	-
	<b>7.9623</b>	<b>\$ -</b>									

**Projected Tax Revenues With Project (Without Abatement)**

Estimated Assessed Value of Real Property	\$ 158,707	\$ 158,707	\$ 7,343,881	\$ 9,566,881	\$ 9,570,119	\$ 9,570,119	\$ 9,573,421	\$ 9,573,421	\$ 9,576,790	
Taxing Jurisdiction	Tax Rate per \$100									
	2021	2022	2023	2024	2025	2026	2027	2028	2029	
State	0.0300	\$ 48	\$ 48	\$ 2,203	\$ 2,870	\$ 2,871	\$ 2,871	\$ 2,872	\$ 2,872	\$ 2,873
County	0.1736	276	276	12,749	16,608	16,614	16,614	16,619	16,619	16,625
Mental Health	0.0942	150	150	6,918	9,012	9,015	9,015	9,018	9,018	9,021
Developmental Disability Board	0.1130	179	179	8,299	10,811	10,814	10,814	10,818	10,818	10,822
NKC 74 School District	6.2029	9,844	9,844	455,534	593,424	593,625	593,625	593,830	593,830	594,039
Clay County Public Health Center	0.0942	150	150	6,918	9,012	9,015	9,015	9,018	9,018	9,021
City	1.0416	1,653	1,653	76,494	99,649	99,682	99,682	99,717	99,717	99,752
Metropolitan Community College	0.2128	338	338	15,628	20,358	20,365	20,365	20,372	20,372	20,379
	7.9623	\$ 12,637	\$ 12,637	\$ 584,742	\$ 761,744	\$ 762,002	\$ 762,002	\$ 762,265	\$ 762,265	\$ 762,533

Estimated Assessed Value of Real Property	\$ 9,576,790	\$9,580,225	\$ 9,580,225	\$ 9,583,730	\$ 9,583,730	\$ 9,587,304	\$ 9,587,304	\$ 9,590,951	\$ 9,590,951		
Taxing Jurisdiction	Tax Rate per \$100										Total
	2030	2031	2032	2033	2034	2035	2036	2037	2038		
State	0.0300	\$ 2,873	\$ 2,874	\$ 2,874	\$ 2,875	\$ 2,875	\$ 2,876	\$ 2,876	\$ 2,877	\$ 2,877	\$ 45,406
County	0.1736	16,625	16,631	16,631	16,637	16,637	16,644	16,644	16,650	16,650	262,749
Mental Health	0.0942	9,021	9,025	9,025	9,028	9,028	9,031	9,031	9,035	9,035	142,575
Developmental Disability Board	0.1130	10,822	10,826	10,826	10,830	10,830	10,834	10,834	10,838	10,838	171,029
NKC 74 School District	6.2029	594,039	594,252	594,252	594,469	594,469	594,691	594,691	594,917	594,917	9,388,291
Clay County Public Health Center	0.0942	9,021	9,025	9,025	9,028	9,028	9,031	9,031	9,035	9,035	142,575
City	1.0416	99,752	99,788	99,788	99,824	99,824	99,861	99,861	99,899	99,899	1,576,496
Metropolitan Community College	0.2128	20,379	20,387	20,387	20,394	20,394	20,402	20,402	20,410	20,410	322,080
	7.9623	\$ 762,533	\$ 762,806	\$ 762,806	\$ 763,085	\$ 763,085	\$ 763,370	\$ 763,370	\$ 763,660	\$ 763,660	\$ 12,051,200

		Real Property Assessed Value									
		2021	2022	2023	2024	2025	2026	2027	2028	2029	
Land	158,707	158,707	158,707	161,881	161,881	165,119	165,119	168,421	168,421	171,790	
2022	37,800,000			7,182,000	7,182,000	7,182,000	7,182,000	7,182,000	7,182,000	7,182,000	
2023	11,700,000				2,223,000	2,223,000	2,223,000	2,223,000	2,223,000	2,223,000	
		158,707	158,707	7,343,881	9,566,881	9,570,119	9,570,119	9,573,421	9,573,421	9,576,790	
		2030	2031	2032	2033	2034	2035	2036	2037	2038	
Land	158,707	171,790	175,225	175,225	178,730	178,730	182,304	182,304	185,951	185,951	
2022	37,800,000	7,182,000	7,182,000	7,182,000	7,182,000	7,182,000	7,182,000	7,182,000	7,182,000	7,182,000	
2023	11,700,000	2,223,000	2,223,000	2,223,000	2,223,000	2,223,000	2,223,000	2,223,000	2,223,000	2,223,000	
		9,576,790	9,580,225	9,580,225	9,583,730	9,583,730	9,587,304	9,587,304	9,590,951	9,590,951	

**Projected Payment in Lieu of Taxes**

Estimated Assessed Value of Real Property	\$	158,707	\$	158,707	\$	7,343,881	\$	9,566,881	\$	9,570,119	\$	9,570,119	\$	9,573,421	\$	9,573,421	\$	9,576,790	
PILOT Payment		12,637		12,637		238,737		300,000		300,000		300,000		300,000		300,000		300,000	
		Tax Rate per																	
		\$100																	
Taxing Jurisdiction		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																	
Taxing Jurisdiction		2030		2031		2032		2033		2034		2035		2036		2037		2038	<b>Total</b>
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
	<b>Tax Rate per</b>									
<b>Taxing Jurisdiction</b>	<b>\$100</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>
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
	<b>7.9623</b>	<b>\$ 12,637</b>	<b>\$ 12,637</b>	<b>\$ 238,737</b>	<b>\$ 300,000</b>					

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	-	-	-	-	-	-	-	
	<b>Tax Rate per</b>										
<b>Taxing Jurisdiction</b>	<b>\$100</b>	<b>2030</b>	<b>2031</b>	<b>2032</b>	<b>2033</b>	<b>2034</b>	<b>2035</b>	<b>2036</b>	<b>2037</b>	<b>2038</b>	<b>Total</b>
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
	<b>7.9623</b>	<b>\$ 300,000</b>	<b>\$ 300,000</b>	<b>\$ -</b>	<b>\$ 2,664,010</b>						

**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	-	-	-	-	-	-	-	-	-
	<b>7.9623</b>	<b>\$ -</b>								

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
	<b>7.9623</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 300,000</b>	<b>\$ 2,100,000</b>						

---

---

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

**AND**

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

---

**TRUST INDENTURE**

**Dated as of January 1, 2022**

---

**Relating to:**

**\$57,200,000  
(Aggregate Maximum Principal Amount)  
City of North Kansas City, Missouri  
Taxable Industrial Development Revenue Bonds  
(23rd & Swift Project)  
Series 2022**

---

---

**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 January 1, 2022, 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 December 7, 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 2022 (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 2022, 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 \_\_\_\_\_, 202\_\_, 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 January 1, 2022, 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 2022.” 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 2022**

**Interest Rate**

**Maturity Date**

**Dated Date**

**4.00%**

**December 1, 2040**

\_\_\_\_\_, **2022**

**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 2022,” 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 January 1, 2022 (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 2022 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 January 1, 2022 (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 January 1, 2022 (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 January 1, 2022**

---

**Relating to:**

**\$57,200,000  
(Aggregate Maximum Principal Amount)  
City of North Kansas City, Missouri  
Taxable Industrial Development Revenue Bonds  
(23rd & Swift Project)  
Series 2022**

---

**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 January 1, 2022, 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 ..... 3  
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..... 6  
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 ..... 7  
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 ..... 8  
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..... 12  
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 .....	22
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 .....	24
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.....	26
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 .....	29
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 January 1, 2022 (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 December 7, 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 2022 (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 \_\_\_\_\_, 202\_\_, 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 29<sup>th</sup> 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 29<sup>th</sup> 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 29<sup>th</sup> 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 JANUARY 1, 2022, BETWEEN CITY OF NORTH KANSAS CITY, MISSOURI, AND THE TRUSTEE, AND THE LEASE AGREEMENT DATED AS OF JANUARY 1, 2022, 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 January 1, 2022, 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 2022, issued pursuant to a certain Trust Indenture dated as of January 1, 2022 (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 2022**

**January 1, 2022**

**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 2022, 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 December 7, 2021 (the **“Ordinance”**) and a Trust Indenture dated as of January 1, 2022 (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 January 1, 2022 (the **“Lease”**), by and between the City and the Company, the First Amended and Restated Development Agreement dated as of \_\_\_\_\_, 202\_\_ (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 January \_\_\_, 2022, 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:** Kim Nakahodo, Interim City Administrator  
**DATE:** December 7, 2021  
**RE:** Renewal of Service Contract with KCATA – Fixed Route and Flex Service

---

Budget Authority: FY 2022 Transportation Fund:	\$437,985
Proposed Agreement:	<u>(\$424,896)</u>
Remaining Budget Authority:	\$13,089

---

On Tuesday, November 16, 2021, the City Council hosted a Work Session with the Kansas City Area Transportation Authority (KCATA) to discuss Flex Service options for the upcoming 2022 KCATA Contract for Services. At this Work Session, the Council directed staff to bring forward a contract that made the following changes to the current contract:

- Adjust the Flex Service hours to 6 a.m. to 6 p.m. daily.
- Reinststitute the \$0.25 fare for Flex Service.

Before Council is a contract between the KCATA and the City for bus service (fixed-route through the city and flex service [point-to-point]) within North Kansas City with the requested changes for the calendar year of 2022.

The KCATA advises that the cost of fixed-route service and flex service is as follows:

Flex	83%	\$ 562,303
Fixed-route	17%	<u>\$ 115,170</u>
<b>Total Operations Cost</b>		<b>\$ 677,473</b>
Passenger Revenue		(\$ 3,843)
Federal Funding		(\$ 130,885)
CARES Funding		(\$ 125,929)
Missouri State Funding		(\$ 3,277)

Local Operating Contribution	\$ 413,539
Local Capital Contribution	\$ 11,357
<b>Total Local Share</b>	<b>\$ 424,896</b>

The City has entered into six-month contracts with KCATA for the last few years. The total amount for both of the 6-month contracts in 2021 was \$352,063. The last three contract amounts were atypical due to the extraordinary circumstances due to COVID-related reduced ridership and CARES funding.

Staff recommends approval of the service contract for the period January 1 to December 31, 2022.

**AN ORDINANCE ADOPTING AND APPROVING A CONTRACT BY AND BETWEEN THE CITY OF NORTH KANSAS CITY, MISSOURI, AND THE KANSAS CITY AREA TRANSPORTATION AUTHORITY FOR PUBLIC TRANSPORTATION SERVICES WITHIN THE CITY OF NORTH KANSAS CITY, MISSOURI.**

---

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

**WHEREAS**, the Kansas City Area Transportation Authority (“**KCATA**”) is a body corporate and a political subdivision of both the States of Missouri and Kansas; and

**WHEREAS**, KCATA is a public agency authorized by law to plan, own, operate, have and generally deal with public transportation systems and facilities in the City and surrounding cities and municipalities; and

**WHEREAS**, the City desires to promote the convenience, comfort, prosperity, general interests and welfare of its citizens; and

**WHEREAS**, the City and KCATA desire to enter into a certain Contract for Transit Service.

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

**Section 1.** Finding of Best Interest to Enter into Agreement. The City Council of North Kansas City hereby finds and declares that it is in the best interests of the citizens and City of North Kansas City to enter into the Contract for Transit Service (the “**Agreement**”) between the City of North Kansas City, Missouri and the Kansas City Area Transportation Authority for certain public transportation services to be provided to the City and its citizens as set forth more fully in the Agreement.

**Section 2.** Authorization of Agreement. The provisions of the Agreement are hereby approved and adopted by the City Council of the City of North Kansas City, Missouri. The Mayor and the City Clerk are hereby authorized and directed to execute the Agreement on behalf of the City. The City Council hereby authorizes the City to enter into the Agreement with the KCATA for the purposes described in the Agreement, 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 for the costs and expenses as provided for in the Agreement.

**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 Ordinance.

**Section 4.** 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 5.** Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

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

**PASSED** this 7<sup>th</sup> day of December, 2021.

---

Bryant DeLong, *Mayor*

**ATTEST:**

---

Crystal Doss, *City Clerk*

**APPROVED** this 7<sup>th</sup> day of December, 2021.

---

Bryant DeLong, *Mayor*

**APPROVED AS TO FORM:**

---

Anthony Bologna, *City Attorney*

---

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

# **EXHIBIT “1”**

**KANSAS CITY AREA TRANSPORTATION AUTHORITY**

Contract for Transit Service

**NORTH KANSAS CITY, MISSOURI**

**THIS CONTRACT** entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between the **KANSAS CITY AREA TRANSPORTATION AUTHORITY** (hereinafter referred to as the "KCATA"), a body corporate and politic and a political subdivision of both the States of Missouri and Kansas and **NORTH KANSAS CITY, MISSOURI** (hereinafter referred to as the "Community").

**WITNESSETH:**

**WHEREAS**, a sound, efficient and viable public transportation system is essential to the socio-economic wellbeing of the Kansas City Area Transportation District (hereinafter referred to as the "District"), including the Counties of Cass, Clay, Jackson, and Platte in Missouri, and the Counties of Johnson, Leavenworth, and Wyandotte in Kansas; and

**WHEREAS**, the KCATA is a public agency authorized by law to plan, own, operate, have, and generally deal with public transportation systems and facilities in the District; and

**WHEREAS**, the Community desires to promote the convenience, comfort, prosperity, general interests, and welfare of its citizens; and

**WHEREAS**, the public transportation facilities and services of most immediate concern are those estimated to be provided by the KCATA at a deficit, generally described in amounts and, more specifically, by the formula set forth in Attachment "A" adopted in January, 1976, modified in August, 1977, revised in January, 1983, and December 1997.

**NOW, THEREFORE**, for and in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

A. Public Mass Transit Service

1. The Community requests public transportation services (hereinafter referred to as "Contract Service"), set forth in Attachment "B," be operated by the KCATA for the period January 1, 2022, through December 31, 2022, unless sooner terminated under Paragraph "6" of this Contract.
2. The level of service, as generally set forth in Attachment "B," shall not be changed or modified without the Community's consent.
3. The computations and, more specifically, the formula contained in Attachment "A" attached hereto and made a part hereof, are the accepted methods for the

**North Kansas City - Twelve Month Contract**  
**January 1, 2022 – December 31, 2022**

determination of the estimated deficit of the Community.

4. The KCATA and the Community estimate the Community's total payment for the service (hereinafter referred to as "Local Share") to be **\$424,896**. This estimate is based on the following components of cost and revenue to be applied to this Agreement:

Service Cost	<b>\$ 677,473</b>
Passenger Revenue	<u>(\$ 3,843)</u>
<b>Total Operations</b>	<b>\$ 673,630</b>
Federal PM	(\$ 130,885)
CARES Funding	(\$ 125,929)
Missouri State Funding	<u>(\$ 3,277)</u>
Local Operating Contribution	\$ 413,539
Local Capital Contribution	<u>\$ 11,357</u>
<b>Total Local Share</b>	<b>\$ 424,896</b>

5. It is the parties' understanding that, notwithstanding any provision of this Agreement, the maximum obligation of the Community under this Contract shall be the sum of **\$424,896**. If the actual total deficit and other factors are such that the KCATA deems the full Local Share is not required, the KCATA may require payment of less than the total Local Share or reimburse the Community for a portion of the Local Share previously paid.
6. When the estimated total operating loss of \$673,630 is reached, KCATA's obligation to furnish services shall terminate. The Community and KCATA may mutually agree to amend this Contract to provide additional operating subsidy or to adjust the level of service so that the cost of such service will not exceed the contractual subsidy.
7. The method of payment of the Local Share provided for in Paragraph "4" is as follows:
- A. The Community's monthly Local Share will be one-twelfth (1/12) of the Community's portion of the estimated total deficit amount.
  - B. The KCATA will invoice the Community for ninety percent (90%) of Community monthly Local Share by the 15th of the month preceding the month service will be provided. The Community is required to remit ninety percent (90%) of the monthly Local Share by the first of the month service will be delivered.
  - C. By the 20th of the month following the month in which service was provided, the KCATA will give the Community reports showing service capital and operating costs and revenue for Contract Services. The report will also provide a reconciliation of subsidy amounts with the advance payment provided in Sub-

**North Kansas City - Twelve Month Contract  
January 1, 2022 – December 31, 2022**

paragraph "b." The report will detail the Local Share and Federal, and State Share amount used to cover the month's service deficit. Any balance of Local Share subsidy required by the reconciliation will be invoiced at this time, to be paid within ten days.

- D. For the month of December, the monthly report and reconciliation provided for in Sub-paragraph "C" will not be prepared until the completion of the KCATA's annual audit. The invoice of November 15, provided for in Sub-paragraph "B," will require payment of the unexpended balance of the Community's Local Share.
8. The Community may cancel or amend any component or portion of the Transit Service described in Appendix B at the beginning of a quarter, provided that written notice is given to KCATA, sixty (60) days before the affected quarter.
  9. If for any reason, the KCATA is unable to obtain the federal or state assistance and/or the State of Missouri Public Transit Operating Assistance Grant as provided for in Paragraph "4" of this Contract, the Community will be immediately notified. This contract will be amended to provide additional Local Share subsidies or to adjust the level of service. If a satisfactory amendment is not agreed to after a reasonable period, KCATA's obligation to furnish services will terminate.
  10. The KCATA shall indemnify, save and hold the Community harmless from any and all damage, loss, or liability of any kind whatsoever arising out of this Contract, including, but not limited to, any loss occasioned by reason of any injury to property or third persons occasioned, in whole or in part, by any act, omission, neglect or wrongdoing of the KCATA, or any of its officers, agents, representatives or employees. At its own cost and expense, the KCATA will defend all losses arising therefrom.
  11. The Community recognizes that the KCATA, as the principal public transportation operator in the region, is obligated to conform to the Federal Transit Administration's various regulations and requirements to maintain its eligibility for financial assistance according to the Federal Transit Act. In this regard, the Community agrees to cooperate with the KCATA in the meeting said regulations and requirements and will not require the KCATA to violate said regulations and requirements. The Community will also cooperate with reasonable requests of the KCATA. The KCATA agrees to make all such records available to the Community for the auditors upon reasonable request of the Community.
  12. The Community, at its expense, shall have the right to cause an audit to be made of the books and records of the KCATA. The KCATA agrees to make all such records available to the Community for the auditors upon reasonable request of the Community.
  13. In carrying out this Contract, KCATA and the Community shall comply with all

**North Kansas City - Twelve Month Contract  
January 1, 2022 – December 31, 2022**

existing federal, state, and local laws relative to equal opportunity and nondiscrimination. All of which are incorporated by reference and made part of this Contract. The KCATA will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, national origin, or ancestry. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay other or other forms of compensation; and selection for training, including apprenticeship. The KCATA agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting for the provisions of this nondiscrimination clause.

B. Americans with Disabilities Act of 1990 Special Service Provision

**Whereas** a continuation of the contractual relationship with North Kansas City requires that North Kansas City not require the KCATA to provide public transit services that conflict with the American with Disabilities Act of 1990 and subsequent federal regulations regarding compliance with this law, it is agreed:

1. The KCATA shall perform all functions necessary for the administration, management, and operation of Complementary Paratransit inside the City of North Kansas City.
2. The Complementary Paratransit shall be provided through the department of the KCATA known as RideKC Freedom, and these services shall be called RideKC Freedom service inside North Kansas City.
3. Complementary Paratransit is defined in 49 C.F.R. Part 37. In general, Complementary Paratransit is required to provide a comparable level of service whereby when all aspects of a transportation system are analyzed, equal opportunities to use the transportation system exist for all persons - individuals with and without disabilities.
4. North Kansas City shall reimburse the KCATA for the net cost to the KCATA, which is paid by the KCATA to its contractors, which provide the transportation services inside North Kansas City. North Kansas City shall not be charged for the KCATA's administrative or dispatching expenses related to the service.
5. The KCATA shall render regular monthly invoices to the City Administrator, which shall include information on the number of North Kansas City RideKC Freedom participants, the number of trips provided of each type (ambulatory or non-ambulatory), the average cost for each type of trip, the average trip length for each type of trip, the total cost, and the netcost.

**North Kansas City - Twelve Month Contract  
January 1, 2022 – December 31, 2022**

6. The City of North Kansas City may appoint an individual to participate in the RideKC Advisory Committee at its convenience.
7. The provisions of this contract replace those of the Memorandum of Understanding on Wheelchair Service between North Kansas City and the KCATA.
8. In no way does this contract obligate the KCATA to ensure that any other services provided by North Kansas City comply with the Americans with Disabilities Act (ADA) of 1990 or subsequent regulations.
9. No passenger amenities or bus stops may be removed or relocated without agreement or consent from the City Council of the City of North Kansas City, MO.

**North Kansas City - Twelve Month Contract  
January 1, 2022 – December 31, 2022**

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

**KANSAS CITY AREA TRANSPORTATION AUTHORITY**

ATTEST:

By:

Witness

**CITY OF NORTH KANSAS CITY, MISSOURI**

By: \_\_\_\_\_  
Bryant Delong, Mayor of North Kansas City

ATTEST:

By: \_\_\_\_\_  
Crystal Doss, City Clerk of North Kansas City

**ATTACHMENT "A"**

**REVENUE AND COST ALLOCATION PROCEDURES**

The procedure to be used in determining passengers, direct operating expenses, indirect operating expenses, farebox revenue, and estimated loss for transit service shall be as follows:

- A. Passengers and Revenue** - The number of passengers and the amount of revenue reported will be derived from electronic farebox reports.
1. Revenue figures are computed as follows:
    - a. Total Fare Revenue is the total farebox revenue plus pass sales proration.
    - b. Pass Sales proration for a line is the Pass Sales Revenue multiplied by a pass utilization factor as determined by data from electronic fareboxes.
  2. Passenger types - definitions
    - a. Intra-city passenger - a passenger boarding and alighting in the same jurisdiction.
    - b. Inter-city passenger - a passenger who boards in one jurisdiction and alights in another.
  3. Computation of inter-city and intra-city passengers
    - a. Intra-city passengers for each subsidizing jurisdiction will be determined by multiplying total passengers by the appropriate intra-city passenger ratios, as determined by periodic activity checks. An intra-city passenger ratio is the ratio of passengers who board and alight a bus within that community to total route passengers on the line.
    - b. Inter-city passengers for the route will be determined by subtracting the intra-city passengers from the total route passengers.
- B. Direct Operating Expenses** - Each route shall be charged direct labor and benefits based on scheduled pay hours (including allowances, spread, guarantee, and overtime) times the fully burdened operator cost per hour of service for each type of bus used (Large, Small, or RideKC Flex). Each route shall be charged fuel and tire expense for the same kind of coach used (Large, Small, or RideKC Flex) in the proportion of route miles per type of bus to total system miles for the same kind of bus.
- C. Indirect Operating Expenses** - Indirect operating expenses shall be allocated to each route on the ratio of route miles to total system miles for the same type of bus used (Large, Small,

**North Kansas City – Twelve Month Contract  
January 1, 2022 – December 31, 2022**

or RideKC Flex). Indirect operating expenses include all expenses except direct labor and fuel and tire expense, such as maintenance cost, vanpool operations, administrative and overhead expense, and a contribution to self-insured reserves for revenue vehicle and workers compensation.

**D. Estimated Net Income or Loss - Intra-City Routes** - Estimated net income or loss for each route shall be calculated by subtracting total fare revenue for each route from each route's total operating expenses.

**E. Allocation of Net Income or Loss on Inter-City Routes.**

1. Suburban Express Routes

- a. A suburban express route is a route or portion of a route that is designed to serve inter-city passengers and suburban community intra-city passengers and does not serve Kansas City, Missouri, intra-city passengers.
- b. Net income or net losses of inter-city routes shall be prorated among the subsidizing jurisdictions by calculating the net loss per passenger (total operating expense less total fare revenue) and then multiplying the net loss per passenger by the number of passengers boarding in each jurisdiction.

2. Local Service Inter-City Routes

- a. A local service inter-city route is a route designed to serve Kansas City, Missouri, intra-city passengers, as well as inter-city passengers and suburban community intra-city passengers.
- b. Revenue shall be credited among subsidizing jurisdictions by assigning intra-city passenger revenue to the jurisdiction in which the trips are made. Inter-city passenger revenue shall be allocated by calculating the revenue per inter-city passenger and then by multiplying the revenue per inter-city passenger by the number of inter-city passengers boarding in each jurisdiction.
- c. Operating costs shall be allocated among subsidizing jurisdictions as follows:
  - (1) Direct labor costs shall be allocated based on operator cost per hour of service multiplied by the actual time operated in each jurisdiction.
  - (2) Fuel and tire expense in the proportion of miles in each jurisdiction to total system miles.
  - (3) Indirect operating expense in the proportion of miles in each jurisdiction to total system miles.

**North Kansas City – Twelve Month Contract  
January 1, 2022 – December 31, 2022**

- d. The Net Income or Loss for each jurisdiction is calculated as the sum of direct labor cost, fuel, and tire expense, and indirect operating expense, less passenger revenue credit.
  
- F. Capital Expense** - Each jurisdiction will be charged capital expense, prorated on community miles to system miles, to be used for the acquisition of buses, facilities, and other equipment. The capital charge may be used for the purchase of vans for a vanpool operation that will facilitate in providing a regional transit system. Such vanpool operation must provide service to or from the Community that is reasonable when compared to the amount of the Community's capital contribution for the vans.
  
- G. Enclave Communities** - Local service inter-city routes operating from a part of Kansas City, Missouri, through another jurisdiction and into another portion of Kansas City, Missouri, will be treated differently for the allocation of Net Income or Loss. The Net Income or Loss for the intermediate (enclave) jurisdiction will be based on 50% of the calculated cost for that jurisdiction per Item "E." The remaining 50% of the calculated cost within the intermediate jurisdiction will be allocated to Kansas City, Missouri.
  
- H. For Service Implemented After December 31, 1997** – Service implemented after December 31, 1997, above the service level that exists as of December 31, 1997, will be allocated costs as stated in other sections of this Appendix, except for Indirect Operating Expenses. Indirect Operating Expenses shall be allocated to such service based on 45 percent of the ratio of route miles to total system miles for each type of bus. Indirect Operating Expenses include all expenses except direct labor and fuel and tire expense, such as maintenance cost, vanpool operations, administrative and overhead expenses, etc.
  
- I.** The Community is not charged for the operation of the #201 North Oak route's operation due to Federal funds' availability, which currently is applied to the service costs. Revenue is also not credited to #201.

**North Kansas City – Twelve Month Contract  
January 1, 2022 – December 31, 2022**

**ATTACHMENT "B"**

**CITY OF NORTH KANSAS CITY - CONTRACT SERVICE**

Five (5) fixed routes provide service through North Kansas City limits to and from Kansas City, Missouri. In addition, a demand responsive service zone covers much of North Kansas City.

Service, including peak, contra-peak, and mid-day, is as follows:

\* North Kansas City portion of the route included in the service cost

\*\* Emergency Schedule – Will operate a Saturday schedule and frequency

**\*Route #238 Meadowbrook**, operates a total of twenty-four (24) trips per day through North Kansas City, with twelve (12) regular route trips inbound, twelve (12) regular route trips outbound. Service is provided Monday through Saturday. The Meadowbrook route travels through North Kansas City from 32nd and North Oak, via 32nd, Swift, 14th, Burlington to 12th and Grand in downtown Kansas City, Missouri. Saturday service is provided every 60 minutes for a total of twenty-three (23) trips. \*\*Emergency Schedule – Operates a reduced frequency based on need.

**\*Route #233 Vivion/Antioch**, operates a total of thirty-seven (37) trips per day through North Kansas City: eighteen (18) regular route trips inbound, nineteen (19) regular route trips outbound, Monday through Friday. The Vivion/Antioch route travels through North Kansas City from 32nd and Vernon, via Vernon (#1 Highway), Armour, Swift, 14th, Burlington to 12th, and Grand in downtown Kansas City, Missouri.

**Route #201 North Oak**, operates 26 trips southbound and 25 trips northbound with 30-minute frequency on weekdays during rush hours and hourly frequency before and after rush hours from 5:13 AM to 11:30 PM. On Saturdays, it operates hourly with 16 northbound and 17 southbound trips between 6:30 AM and 11:30 PM. On Sundays, it operates regularly between 8:30 AM and 11:30 PM. It runs on Burlington in NKC with endpoints at Zona Rosa, Boardwalk Square, and downtown Kansas City, MO. \*\*Emergency Schedule – Operates a reduced frequency based on need.

**\*Route #298 North Kansas City Flex** provides a weekday demand responsive service from 6:10 AM to 9:00 PM (The route number was changed from #244 to #298, effective January 1, 2017). Saturday service provides demand-responsive service from 8:30 AM to 7:30 PM. On Sundays and Holidays, demand-responsive service is provided from 10:00 AM to 6:00 PM. The zone boundaries are the corporate boundaries of the City of North Kansas City.

**Passenger Fare, Pass, and Transfer Policy:**

One Adult Full Fare Trip: \$1.50      One Adult Reduced Fare: \$0.75      Intra City Fare: \$0.25

## RE: NKC Council and Contract



David Johnson <DJohnson@kcata.org>

To: Kim Nakahodo

Cc: Bryce Shields; Crystal Doss

 You forwarded this message on 12/3/2021 5:06 PM.



NKC Contract 2022 Draft 2 12\_03\_21.docx  
72 KB

Kim/Crystal-

Here's the updated 2022 contract. We made the following changes:

1. Updated A7(A) to "one-twelfth" per my earlier email
2. Removed B6 per my earlier email
3. Removed item I from Attachment A regarding the 201 North Oak (NKC does not contribute to this route)
4. Added a note to "238 Meadowbrook" in Attachment B indicating the route will change in April 2022
5. Added a note to "233 Vivion/Antioch" in Attachment B indicating this route will be merged with 238 Meadowbrook in April 2022
6. Removed "201 North Oak" from Attachment B (same reason as above)
7. Added a note to "298 North Kansas City Flex" in Attachment B indicating that this route will change in 2022 based on feedback from the Council
8. Added a note to "Passenger Fare, Pass and Transfer Policy" in Attachment B that fixed route fares will be covered by federal funds through 2023

Thanks for your flexibility and we will see you on Tuesday evening!

**David Johnson**

Vice President, Planning & Strategy

Kansas City Area Transportation Authority

816-305-5817

**North Kansas City - Twelve Month Contract  
January 1, 2022 – December 31, 2022**

**KANSAS CITY AREA TRANSPORTATION AUTHORITY**

Contract for Transit Service

**NORTH KANSAS CITY, MISSOURI**

**THIS CONTRACT** entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between the **KANSAS CITY AREA TRANSPORTATION AUTHORITY** (hereinafter referred to as the "KCATA"), a body corporate and politic and a political subdivision of both the States of Missouri and Kansas and **NORTH KANSAS CITY, MISSOURI** (hereinafter referred to as the "Community").

**WITNESSETH:**

**WHEREAS**, a sound, efficient and viable public transportation system is essential to the socio-economic wellbeing of the Kansas City Area Transportation District (hereinafter referred to as the "District"), including the Counties of Cass, Clay, Jackson, and Platte in Missouri, and the Counties of Johnson, Leavenworth, and Wyandotte in Kansas; and

**WHEREAS**, the KCATA is a public agency authorized by law to plan, own, operate, have, and generally deal with public transportation systems and facilities in the District; and

**WHEREAS**, the Community desires to promote the convenience, comfort, prosperity, general interests, and welfare of its citizens; and

**WHEREAS**, the public transportation facilities and services of most immediate concern are those estimated to be provided by the KCATA at a deficit, generally described in amounts and, more specifically, by the formula set forth in Attachment "A" adopted in January, 1976, modified in August, 1977, revised in January, 1983, and December 1997.

**NOW, THEREFORE**, for and in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

- A. Public Mass Transit Service
1. The Community requests public transportation services (hereinafter referred to as "Contract Service"), set forth in Attachment "B," be operated by the KCATA for the period January 1, 2022, through December 31, 2022, unless sooner terminated under Paragraph "6" of this Contract.
  2. The level of service, as generally set forth in Attachment "B," shall not be changed or modified without the Community's consent.
  3. The computations and, more specifically, the formula contained in Attachment "A" attached hereto and made a part hereof, are the accepted methods for the

**North Kansas City - Twelve Month Contract  
January 1, 2022 – December 31, 2022**

determination of the estimated deficit of the Community.

4. The KCATA and the Community estimate the Community's total payment for the service (hereinafter referred to as "Local Share") to be **\$424,896**. This estimate is based on the following components of cost and revenue to applied to this Agreement:

Service Cost	<b>\$ 677,473</b>
Passenger Revenue	<u>(\$ 3,843)</u>
<b>Total Operations</b>	<b>\$ 673,630</b>
Federal PM	(\$ 130,885)
CARES Funding	(\$ 125,929)
Missouri State Funding	<u>(\$ 3,277)</u>
Local Operating Contribution	\$ 413,539
Local Capital Contribution	<u>\$ 11,357</u>
<b>Total Local Share</b>	<b>\$ 424,896</b>

5. It is the parties' understanding that, notwithstanding any provision of this Agreement, the maximum obligation of the Community under this Contract shall be the sum of **\$424,896**. If the actual total deficit and other factors are such that the KCATA deems the full Local Share is not required, the KCATA may require payment of less than the total Local Share or reimburse the Community for a portion of the Local Share previously paid.
6. When the estimated total operating loss of \$673,630 is reached, KCATA's obligation to furnish services shall terminate. The Community and KCATA may mutually agree to amend this Contract to provide additional operating subsidy or to adjust the level of service so that the cost of such service will not exceed the contractual subsidy.
7. The method of payment of the Local Share provided for in Paragraph "4" is as follows:
- A. The Community's monthly Local Share will be one-~~sixth~~twelfth (1/12) of the Community's portion of the estimated total deficit amount.
  - B. The KCATA will invoice the Community for ninety percent (90%) of Community monthly Local Share by the 15th of the month preceding the month service will be provided. The Community is required to remit ninety percent (90%) of the monthly Local Share by the first of the month service will be delivered.
  - C. By the 20th of the month following the month in which service was provided, the KCATA will give the Community reports showing service capital and operating costs and revenue for Contract Services. The report will also provide a

**North Kansas City - Twelve Month Contract  
January 1, 2022 – December 31, 2022**

reconciliation of subsidy amounts with the advance payment provided in Sub-

**North Kansas City - Twelve Month Contract  
January 1, 2022 – December 31, 2022**

paragraph "b." The report will detail the Local Share and Federal, and State Share amount used to cover the month's service deficit. Any balance of Local Share subsidy required by the reconciliation will be invoiced at this time, to be paid within ten days.

- D. For the month of December, the monthly report and reconciliation provided for in Sub-paragraph "C" will not be prepared until the completion of the KCATA's annual audit. The invoice of November 15, provided for in Sub-paragraph "B," will require payment of the unexpended balance of the Community's Local Share.
8. The Community may cancel or amend any component or portion of the Transit Service described in Appendix B at the beginning of a quarter, provided that written notice is given to KCATA, sixty (60) days before the affected quarter.
  9. If for any reason, the KCATA is unable to obtain the federal or state assistance and/or the State of Missouri Public Transit Operating Assistance Grant as provided for in Paragraph "4" of this Contract, the Community will be immediately notified. This contract will be amended to provide additional Local Share subsidies or to adjust the level of service. If a satisfactory amendment is not agreed to after a reasonable period, KCATA's obligation to furnish services will terminate.
  10. The KCATA shall indemnify, save and hold the Community harmless from any and all damage, loss, or liability of any kind whatsoever arising out of this Contract, including, but not limited to, any loss occasioned by reason of any injury to property or third persons occasioned, in whole or in part, by any act, omission, neglect or wrongdoing of the KCATA, or any of its officers, agents, representatives or employees. At its own cost and expense, the KCATA will defend all losses arising therefrom.
  11. The Community recognizes that the KCATA, as the principal public transportation operator in the region, is obligated to conform to the Federal Transit Administration's various regulations and requirements to maintain its eligibility for financial assistance according to the Federal Transit Act. In this regard, the Community agrees to cooperate with the KCATA in the meeting said regulations and requirements and will not require the KCATA to violate said regulations and requirements. The Community will also cooperate with reasonable requests of the KCATA. The KCATA agrees to make all such records available to the Community for the auditors upon reasonable request of the Community.
  12. The Community, at its expense, shall have the right to cause an audit to be made of the books and records of the KCATA. The KCATA agrees to make all such records available to the Community for the auditors upon reasonable request of the Community.
  13. In carrying out this Contract, KCATA and the Community shall comply with all

**North Kansas City – Six Month Contract  
July 1, 2021 – December 31, 2021**

existing federal, state, and local laws relative to equal opportunity and nondiscrimination. All of which are incorporated by reference and made part of this Contract. The KCATA will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, national origin, or ancestry. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay other or other forms of compensation; and selection for training, including apprenticeship. The KCATA agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting for the provisions of this nondiscrimination clause.

B. Americans with Disabilities Act of 1990 Special Service Provision

**Whereas** a continuation of the contractual relationship with North Kansas City requires that North Kansas City not require the KCATA to provide public transit services that conflict with the American with Disabilities Act of 1990 and subsequent federal regulations regarding compliance with this law, it is agreed:

1. The KCATA shall perform all functions necessary for the administration, management, and operation of Complementary Paratransit inside the City of North Kansas City.
2. The Complementary Paratransit shall be provided through the department of the KCATA known as RideKC Freedom, and these services shall be called RideKC Freedom service inside North Kansas City.
3. Complementary Paratransit is defined in 49 C.F.R. Part 37. In general, Complementary Paratransit is required to provide a comparable level of service whereby when all aspects of a transportation system are analyzed, equal opportunities to use the transportation system exist for all persons - individuals with and without disabilities.
4. North Kansas City shall reimburse the KCATA for the net cost to the KCATA, which is paid by the KCATA to its contractors, which provide the transportation services inside North Kansas City. North Kansas City shall not be charged for the KCATA's administrative or dispatching expenses related to the service.
5. The KCATA shall render regular monthly invoices to the City Administrator, which shall include information on the number of North Kansas City RideKC Freedom participants, the number of trips provided of each type (ambulatory or non-ambulatory), the average cost for each type of trip, the average trip length for each type of trip, the total cost, and the netcost.

**North Kansas City – Six Month Contract  
July 1, 2021 – December 31, 2021**

6. The provisions of this contract replace those of the Memorandum of Understanding on Wheelchair Service between North Kansas City and the KCATA.
7. In no way does this contract obligate the KCATA to ensure that any other services provided by North Kansas City comply with the Americans with Disabilities Act (ADA) of 1990 or subsequent regulations.
8. No passenger amenities or bus stops may be removed or relocated without agreement or consent from the City Council of the City of North Kansas City, MO.

**North Kansas City - Six Month Contract  
July 1, 2021 - December 31, 2021**

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

**KANSAS CITY AREA TRANSPORTATION AUTHORITY**

ATTEST:

By: \_\_\_\_\_  
Witness

**CITY OF NORTH KANSAS CITY, MISSOURI**

By: \_\_\_\_\_  
Bryant Delong, Mayor of North Kansas City

ATTEST:

By: \_\_\_\_\_  
Crystal Doss, City Clerk of North Kansas City

**North Kansas City – Twelve Month Contract  
January 1, 2022 – December 31, 2022**

**ATTACHMENT "A"**

**REVENUE AND COST ALLOCATION PROCEDURES**

The procedure to be used in determining passengers, direct operating expenses, indirect operating expenses, farebox revenue, and estimated loss for transit service shall be as follows:

- A. Passengers and Revenue** - The number of passengers and the amount of revenue reported will be derived from electronic farebox reports.
1. Revenue figures are computed as follows:
    - a. Total Fare Revenue is the total farebox revenue plus pass sales proration.
    - b. Pass Sales proration for a line is the Pass Sales Revenue multiplied by a pass utilization factor as determined by data from electronic fareboxes.
  2. Passenger types - definitions
    - a. Intra-city passenger - a passenger boarding and alighting in the same jurisdiction.
    - b. Inter-city passenger - a passenger who boards in one jurisdiction and alights in another.
  3. Computation of inter-city and intra-city passengers
    - a. Intra-city passengers for each subsidizing jurisdiction will be determined by multiplying total passengers by the appropriate intra-city passenger ratios, as determined by periodic activity checks. An intra-city passenger ratio is the ratio of passengers who board and alight a bus within that community to total route passengers on the line.
    - b. Inter-city passengers for the route will be determined by subtracting the intra-city passengers from the total route passengers.
- B. Direct Operating Expenses** - Each route shall be charged direct labor and benefits based on scheduled pay hours (including allowances, spread, guarantee, and overtime) times the fully burdened operator cost per hour of service for each type of bus used (Large, Small, or RideKC Flex). Each route shall be charged fuel and tire expense for the same kind of coach used (Large, Small, or RideKC Flex) in the proportion of route miles per type of bus to total system miles for the same kind of bus.
- C. Indirect Operating Expenses** - Indirect operating expenses shall be allocated to each route on the ratio of route miles to total system miles for the same type of bus used (Large, Small,

**North Kansas City – Twelve Month Contract  
January 1, 2022 – December 31, 2022**

or RideKC Flex). Indirect operating expenses include all expenses except direct labor and fuel and tire expense, such as maintenance cost, vanpool operations, administrative and overhead expense, and a contribution to self-insured reserves for revenue vehicle and workers compensation.

**D. Estimated Net Income or Loss - Intra-City Routes** - Estimated net income or loss for each route shall be calculated by subtracting total fare revenue for each route from each route's total operating expenses.

**E. Allocation of Net Income or Loss on Inter-City Routes.**

1. Suburban Express Routes

- a. A suburban express route is a route or portion of a route that is designed to serve inter-city passengers and suburban community intra-city passengers and does not serve Kansas City, Missouri, intra-city passengers.
- b. Net income or net losses of inter-city routes shall be prorated among the subsidizing jurisdictions by calculating the net loss per passenger (total operating expense less total fare revenue) and then multiplying the net loss per passenger by the number of passengers boarding in each jurisdiction.

2. Local Service Inter-City Routes

- a. A local service inter-city route is a route designed to serve Kansas City, Missouri, intra-city passengers, as well as inter-city passengers and suburban community intra-city passengers.
- b. Revenue shall be credited among subsidizing jurisdictions by assigning intra-city passenger revenue to the jurisdiction in which the trips are made. Inter-city passenger revenue shall be allocated by calculating the revenue per inter-city passenger and then by multiplying the revenue per inter-city passenger by the number of inter-city passengers boarding in each jurisdiction.
- c. Operating costs shall be allocated among subsidizing jurisdictions as follows:
  - (1) Direct labor costs shall be allocated based on operator cost per hour of service multiplied by the actual time operated in each jurisdiction.
  - (2) Fuel and tire expense in the proportion of miles in each jurisdiction to total system miles.
  - (3) Indirect operating expense in the proportion of miles in each jurisdiction to total system miles.

**North Kansas City – Twelve Month Contract  
January 1, 2022 – December 31, 2022**

d. The Net Income or Loss for each jurisdiction is calculated as the sum of direct labor cost, fuel, and tire expense, and indirect operating expense, less passenger revenue credit.

**F. Capital Expense** - Each jurisdiction will be charged capital expense, prorated on community miles to system miles, to be used for the acquisition of buses, facilities, and other equipment. The capital charge may be used for the purchase of vans for a vanpool operation that will facilitate in providing a regional transit system. Such vanpool operation must provide service to or from the Community that is reasonable when compared to the amount of the Community's capital contribution for the vans.

**G. Enclave Communities** - Local service inter-city routes operating from a part of Kansas City, Missouri, through another jurisdiction and into another portion of Kansas City, Missouri, will be treated differently for the allocation of Net Income or Loss. The Net Income or Loss for the intermediate (enclave) jurisdiction will be based on 50% of the calculated cost for that jurisdiction per Item "E." The remaining 50% of the calculated cost within the intermediate jurisdiction will be allocated to Kansas City, Missouri.

**H. For Service Implemented After December 31, 1997** – Service implemented after December 31, 1997, above the service level that exists as of December 31, 1997, will be allocated costs as stated in other sections of this Appendix, except for Indirect Operating Expenses. Indirect Operating Expenses shall be allocated to such service based on 45 percent of the ratio of route miles to total system miles for each type of bus. Indirect Operating Expenses include all expenses except direct labor and fuel and tire expense, such as maintenance cost, vanpool operations, administrative and overhead expenses, etc.

~~**I.** The Community is not charged for the operation of the #201 North Oak route's operation due to Federal funds' availability, which currently is applied to the service costs. Revenue is also not credited to #201.~~

North Kansas City – Twelve Month Contract  
January 1, 2022 – December 31, 2022

ATTACHMENT "B"

**CITY OF NORTH KANSAS CITY - CONTRACT SERVICE**

Five (5) fixed routes provide service through North Kansas City limits to and from Kansas City, Missouri. In addition, a demand responsive service zone covers much of North Kansas City. Service, including peak, contra-peak, and mid-day, is as follows:

- \* North Kansas City portion of the route included in the service cost
- \*\* Emergency Schedule – Will operate a Saturday schedule and frequency

**\*Route #238 Meadowbrook**, operates a total of twenty-four (24) trips per day through North Kansas City, with twelve (12) regular route trips inbound, twelve (12) regular route trips outbound. Service is provided Monday through Saturday. The Meadowbrook route travels through North Kansas City from 32nd and North Oak, via 32nd, Swift, 14th, Burlington to 12th and Grand in downtown Kansas City, Missouri. Saturday service is provided every 60 minutes for a total of twenty-three (23) trips. *This alignment will change in April 2022 to pick up portions of 233 Vivion/Antioch that served North Kansas City directly, including North Kansas City Hospital and Armour Road.* \*\*Emergency Schedule – Operates a reduced frequency based on need.

Formatted: Font: Italic

Formatted: Font: Italic

**\*Route #233 Vivion/Antioch**, operates a total of thirty-seven (37) trips per day through North Kansas City: eighteen (18) regular route trips inbound, nineteen (19) regular route trips outbound, Monday through Friday. The Vivion/Antioch route travels through North Kansas City from 32nd and Vernon, via Vernon (#1 Highway), Armour, Swift, 14th, Burlington to 12th, and Grand in downtown Kansas City, Missouri. *This route will be merged with 238 Meadowbrook in April 2022.*

Formatted: Font: Italic

**Route #201 North Oak**, operates ~~26 trips southbound and 25 trips northbound with 30 minute frequency on weekdays during rush hours and hourly frequency before and after rush hours from 5:13 AM to 11:30 PM. On Saturdays, it operates hourly with 16 northbound and 17 southbound trips between 6:30 AM and 11:30 PM. On Sundays, it operates regularly between 8:30 AM and 11:30 PM. It runs on Burlington in NKC with endpoints at Zona Rosa, Boardwalk Square, and downtown Kansas City, MO.~~ ~~\*\*Emergency Schedule – Operates a reduced frequency based on need.~~

**\*Route #298 North Kansas City Flex** provides a weekday demand responsive service from 6:10 AM to 9:00 PM (The route number was changed from #244 to #298, effective January 1, 2017). Saturday service provides demand-responsive service from ~~8:30~~ 40 AM to ~~7:30~~ 20 PM. On Sundays and Holidays, demand-responsive service is provided from ~~10:00~~ 45 AM to ~~6:00~~ 10 PM. The zone boundaries are the corporate boundaries of the City of North Kansas City. *Service will be modified in 2022 based on feedback from the Council.*

Formatted: Font: Italic

Formatted: Font: Italic

**Passenger Fare, Pass, and Transfer Policy:**

One Adult Full Fare Trip: \$1.50      One Adult Reduced Fare: \$0.75      Intra City Fare: \$0.25

*Fixed route fares will be offset by Federal funds through 2023 as part of KCATA's Zero Fare program.*

Formatted: Indent: Left: 0.25"

---

## MEMORANDUM

---

**TO:** Mayor and City Council

**FROM:** Kim Nakahodo, Interim City Administrator  
Dave Hargis, Fire Chief, and Emergency Manager

**DATE:** December 7, 2021

**RE:** Memorandum of Understanding with Northland Assistance Center for Cold Weather Overnight Sheltering Services

---

The City's Emergency Manager, Fire Chief Dave Hargis, is a member of the regional Houseless Cold-Weather Sheltering workgroup. This group is working to enhance collaboration and coordination with existing shelters to pinpoint available beds and ensure that service providers fully utilize resources, including creating a new online dashboard that updates bed availability daily, with data sharing across all service providers. In addition, during an emergency cold-weather event, should an individual in North Kansas City be identified as needing overnight sheltering services, the City's emergency responders will work to identify a registered shelter with capacity and provide transportation to that resource.

Emergency Managers of the regional Houseless Cold-Weather Sheltering workgroup are helping prepare overflow protocols for their jurisdictions as needed when extreme weather or other emergencies increase the demand for services. City facilities serve as warming shelters during regular daytime hours; however, the City does not have adequately trained staff, staff capacity, nor a suitable or safe facility to operate an overnight shelter.

Northland Assistance Center (NAC) possesses the qualifications, capacity, and ability to administer an emergency cold-weather overnight sheltering program for individuals utilizing their relationships with area hotels. The City's Emergency Manager and NAC's Executive Director Rita Pearce have developed a protocol that should emergency responders identify an individual in need of overnight sheltering services that cannot be accommodated by an area registered shelter, NAC will coordinate with local hotels to provide that individual with a room for the night.

Before the Council is a Memorandum of Understanding and an accompanying Budget Amendment for the emergency cold-weather overnight sheltering program.

**RESOLUTION NO. 21-090**

**RESOLUTION APPROVING AN MEMORANDUM OF UNDERSTANDING WITH  
NORTHLAND ASSISTANCE CENTER FOR EMERGENCY COLD-WEATHER  
OVERNIGHT SHELTERING SERVICES**

---

**WHEREAS**, the City of North Kansas City, Missouri (the “**City**”) is a body corporate, a thirdclass 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 desires to provide emergency cold-weather overnight sheltering services for individuals identified as needing overnight sheltering services; and

**WHEREAS**, the City does not have properly trained staff, staff capacity, nor a suitable or safe facility to operate an overnight shelter; and

**WHEREAS**, the Northland Assistance Center possesses the qualifications, capacity, and ability to administer an emergency cold-weather overnight sheltering program for individuals utilizing their relationships with area hotels; and

**WHEREAS**, the City desires to enter into a Memorandum of Understanding to obtain services with Northland Assistance Center (the “**Contractor**”) for an emergency cold-weather overnight sheltering program for the City; and

**WHEREAS**, the Contractor has experience in providing such activities.

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

**Section 1.** Approval of Memorandum of Understanding. The City Council does hereby find and determine that it is in the best interests of the City of North Kansas City, Missouri, to enter into a Memorandum of Understanding with Northland Assistance Center for the planning, organization, and administration of the emergency cold-weather overnight shelter program for the City of North Kansas City, Missouri. A copy of the Memorandum of Understanding for such services is attached hereto, marked “**Exhibit 1**” and is incorporated herein by reference.

**Section 2.** Authorization of Memorandum of Understanding. The City Council hereby authorizes the City to enter into a Memorandum of Understanding with Northland Assistance Center for the described services, which shall be in substantially the form of “**Exhibit 1**”, attached hereto. The City is hereby authorized to pay the amount set forth in the Memorandum of Understanding.

**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 7<sup>th</sup> day of December 2021.

---

Bryant DeLong, *Mayor*

ATTEST:

---

Crystal Doss, *City Clerk*

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE NORTHLAND ASSISTANCE CENTER AND  
THE CITY OF NORTH KANSAS CITY**

THIS MEMORANDUM OF UNDERSTANDING (this “**MOU**”) is dated as of December \_\_\_\_, 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 **THE NORTHLAND ASSISTANCE CENTER**, a Missouri nonprofit corporation (“**NAC**”).

**RECITALS**

- A. The City’s Emergency Manager is a member of the regional Houseless Cold-Weather Sheltering workgroup. This group is working to enhance collaboration and coordination with existing shelters to pinpoint available beds and ensure that service providers fully utilize resources, including the creation of a new online dashboard that updates bed availability daily, with data sharing across all service providers.
- B. Emergency Managers of the workgroup are responsible for preparing overflow protocols for their jurisdictions as needed when extreme weather or other emergencies increase the demand for services.
- C. City facilities are available to serve as warming shelters during normal daytime hours. However, the City does not have properly trained staff, staff capacity, nor a suitable or safe facility to operate a congregant overnight shelter.
- D. NAC does, however, have the qualifications, capacity, and ability to administer an emergency cold-weather overnight sheltering program for individuals utilizing their relationships with area hotels.

Accordingly, the following is agreed to between the City and the NAC:

- 1. The City commits to providing Ten Thousand Dollars (\$10,000.00) in funding to provide emergency cold-weather temporary housing in hotels for individuals in need in North Kansas City. These funds can only be used for the cold-weather overnight sheltering program.
- 2. NAC shall be responsible for the intake and lodging of identified individuals in need of overnight sheltering during emergency cold-weather events.
- 3. NAC will be responsible for the disbursement of funds directly to the purveyor of the hotel utilized for the cold-weather overnight sheltering program.
- 4. NAC will enter all clients into the Mid-America Assistance Center (MAAC) database and will provide reports to the City Council on a monthly basis.
- 5. In consideration of the services of NAC, the City shall pay NAC an amount equivalent to five percent (5%) of the amount of the hotel room for the individual housed through the cold-weather overnight sheltering program.

6. NAC shall provide a report to the City on a monthly basis to report on how the funds are expended.

7. NAC shall return unused funds to the City by April 30, 2022.

8. NAC shall comply with all federal, state and local laws, rules, regulations and guidelines in carrying out the services described herein.

9. The recitals set forth above are true and correct and are incorporated herein by reference and made a part of this MOU.

10. The persons executing this MOU 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 MOU on behalf of said party, (iii) by so executing this MOU, such party is formally bound to the provisions of this MOU, and (iv) the entering into this MOU does not violate any provision of any other agreement to which said party is bound.

11. This Memorandum of Understanding is effective from December 7, 2021, through April 30, 2022, or until grant funds are exhausted, whichever comes first.

Agreed to this 7th day of December 2021.

CITY OF NORTH KANSAS CITY

THE NORTHLAND  
ASSISTANCE CENTER

\_\_\_\_\_  
Bryant DeLong  
Mayor

\_\_\_\_\_  
Rita Pearce  
Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**RESOLUTION NO. 21-089**

**A RESOLUTION AMENDING THE GENERAL FUND BUDGET FOR FISCAL YEAR 2021-2022 IN THE AMOUNT OF \$10,000 FOR EMERGENCY COLD-WEATHER OVERNIGHT SHELTERING SERVICES**

**WHEREAS**, the City of North Kansas City, Missouri adopted the fiscal year 2021-2022 Budget on September 21, 2021, Resolution No. 21-074, using estimates of income and expenditures established at that time; and

**WHEREAS**, the City desires to provide emergency cold-weather overnight sheltering services for individuals identified as needing overnight sheltering services; and

**WHEREAS**, the Northland Assistance Center possesses the qualifications, capacity, and ability to administer an emergency cold-weather overnight sheltering program for individuals utilizing their relationships with area hotels; and

**WHEREAS**, Staff recommends a budget amendment at the next City Council meeting to amend the FY 2022 Budget for \$10,000.

**NOW, THEREFORE, BE IT RESOLVED** that the following amendment shall be made to the fiscal year 2021-2022 Budget as follows:

**GENERAL FUND**

		<u>Increase</u>	<u>Decrease</u>
<b><u>Revenues</u></b>			
Balance Appropriation	10-3900	\$10,000	
<b><u>Expenditures</u></b>			
Downtown Streetscape	10-533-6395	\$10,000	

**DONE** this 7<sup>th</sup> day of December, 2021

\_\_\_\_\_  
Bryant DeLong, Mayor

Attest: \_\_\_\_\_  
Crystal Doss, City Clerk

---

## MEMORANDUM



---

**TO:** Mayor and City Council

**FROM:** Kim Nakahodo, Interim City Administrator

**DATE:** December 6, 2021

**RE:** Emergency Public Health Order Extension

---

Councilmember Smith has requested that an extension of Mayor DeLong's Emergency Public Health Order No. 21-005 be placed on the City Council Agenda so that the Council may vote to extend the Order from 12:01 a.m. on December 18, 2021, until January 15, 2022, at 12:01 a.m. unless rescinded, extended, modified or amended pursuant to applicable law.

Ordinance No. 9450 and Order No. 21-006 have been prepared for the City Council's consideration.

**AN ORDINANCE APPROVING PUBLIC HEALTH ORDER 21-006 REGARDING THE WEARING OF FACE MASKS IN CERTAIN SCHOOLS (K-5) DUE TO COVID-19 IN THE CITY OF NORTH KANSAS CITY, MISSOURI, AND AUTHORIZING THE EXTENSION OF THE EFFECTIVE PERIOD OF THE CURRENT ORDER 21-005 DATED NOVEMBER 2, 2021, AS MODIFIED, FROM DECEMBER 18, 2021 UNTIL JANUARY 15, 2022.**

---

**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**, on March 18, 2020, a proclamation of a state of emergency (the “Proclamation”) was issued to allow the City of North Kansas City (the “City”) to take measures to reduce the possibility of exposure to COVID-19<sup>1</sup> and promote the health and safety of North Kansas City residents, along with an accompanying order; and

**WHEREAS**, the aforesaid state of emergency continues to exist in the City, as well as throughout all areas surrounding the City; and

**WHEREAS**, COVID-19 and all of its related variants, respiratory diseases that spread easily from person to person and may result in serious illness or death, are major public health concerns and risks that have been confirmed in the City and in the surrounding greater Kansas City metropolitan area; and

**WHEREAS**, the power to protect the health of the inhabitants of a municipality is wider in range than other police powers granted to a municipality by the State of Missouri; and

**WHEREAS**, pursuant to the provisions of § 77.260 of the Missouri Revised Statutes the Mayor and City Council “shall have the care, management and control of the city and its finances, and shall have power to enact and ordain any and all ordinances not repugnant to the constitution and laws of this state, and such as they shall deem expedient for the good government of the city, the preservation of peace and good order, . . . , and the health of the inhabitants thereof, and such other ordinances, rules and regulations as may be deemed necessary to carry such powers into effect, and to alter, modify or repeal the same”; and

---

<sup>1</sup> Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) is the cause of coronavirus disease 2019, commonly referred to as COVID-19.

**WHEREAS**, pursuant to the provisions of § 77.530 of the Missouri Revised Statutes the City Council may make regulations and pass ordinances for the prevention of the introduction of contagious diseases into the City, and for the abatement of the same, and may make quarantine laws and enforce the same within five miles of the City, and may make regulations to secure the general health of the City; and

**WHEREAS**, for any purpose or purposes set forth in Chapter 77 of the Missouri Revised Statutes, § 77.590 of the Missouri Revised Statutes provides that the City Council may enact and make all necessary ordinances, rules and regulations; and they may enact and make all such ordinances and rules, not inconsistent with the laws of the state, as may be expedient for maintaining the peace and good government and welfare of the City; and

**WHEREAS**, pursuant to the provisions of § 192.290 of the Missouri Revised Statutes the City has been granted the authority to make such further ordinances, rules and regulations, which may be necessary for the City, so long as such ordinances, rules and regulations are not inconsistent with the rules and regulations prescribed by the Missouri Department of Health and Senior Services; and

**WHEREAS**, Michael Parson, the Governor of the State of Missouri, stated and recognized in Executive Order EO 21-09 (Aug. 27, 2021) that “staff shortages continue to hinder the State’s healthcare system and the State’s recovery efforts from COVID-19”; and

**WHEREAS**, the Governor’s concerns about “staff shortages continu[ing] to hinder the State’s healthcare system” is especially significant to the City inasmuch as the City is the owner of the North Kansas City Hospital that serves not only the residents and citizens of the City, but also serves those living in surrounding areas; and

**WHEREAS**, the Center for Disease Control (the “CDC”), in addressing COVID-19 has stated that spread of the virus from person-to-person happens most frequently among close contacts; and

**WHEREAS**, COVID-19 continues to create a health emergency throughout the nation and throughout the greater metropolitan Kansas City area, including North Kansas City; and

**WHEREAS**, on March 10, 2021, the North Kansas City Hospital (“NKCH”) reported to the City that “total COVID patient volume [had] declined substantially”<sup>2</sup>; and

---

<sup>2</sup> The total number of COVID-19 related cases at NKCH as of March 31, 2021, can be summarized as follows:

Total COVID cases	8
Total recovering COVID cases	19
Total active COVID cases in ICU:	0
Total COVID patients on ventilator:	0

**WHEREAS**, by August 11, 2021, the NKCH reported a “significant increase in the total number of COVID patients” at the hospital<sup>3</sup>; and

**WHEREAS**, by November 8, 2021, the NKCH reported that it “is seeing some stabilization in the number of COVID patients over the last couple of weeks”<sup>4</sup>; and

**WHEREAS**, by December 6, 2021, the NKCH reported “an increase in COVID patients over the last few weeks”<sup>5</sup>; and

**WHEREAS**, the City Council, recognizing the ongoing state of emergency, desires to continue to employ all means available under the law to protect public life, health, safety and property, and to limit the development, contraction and spread of COVID-19, and, therefore, concludes that it is in the best interests of the City and its residents to adopt this ordinance authorizing and approving the issuance of Order 21-006, a copy of which is attached hereto as Exhibit 1 and incorporated herein by reference; and

**WHEREAS**, on July 31, 2021, pursuant to § 67.265, MO. REV. STAT., the Mayor issued Order No. 21-001 requiring the taking of certain precautions to protect against the spread of COVID-19, including the wearing of face masks under certain conditions, which order expired on August 28, 2021 at 12:01 a.m.; and

**WHEREAS**, on August 18, 2021, pursuant to § 67.265, MO. REV. STAT., and at the direction of the City Council by passage of Ordinance No. 9416, the Mayor issued Order No. 21-002 requiring the taking of certain precautions to protect against the spread of COVID-19, including the wearing of face masks under certain conditions, which order expired on September 25, 2021 at 12:01 a.m.; and

---

<sup>3</sup> The total number of COVID-19 related cases at NKCH as of August 11, 2021, can be summarized as follows:

Total COVID cases	53
Total recovering COVID cases	15
Total active COVID cases in ICU:	18
Total COVID patients on ventilator:	9

<sup>4</sup> The total number of COVID-19 related cases at NKCH as of November 8, 2021, can be summarized as follows:

Total COVID cases	20
Total recovering COVID cases	16
Total active COVID cases in ICU:	2
Total COVID patients on ventilator:	1

<sup>5</sup> The total number of COVID-19 related cases at NKCH as of December 6, 2021, can be summarized as follows:

Total COVID cases	68
Total recovering COVID cases	13
Total active COVID cases in ICU:	16
Total COVID patients on ventilator:	7

**WHEREAS**, on September 21, 2021, pursuant to § 67.265, MO. REV. STAT., and at the direction of the City Council by passage of Ordinance No. 9422, the Mayor issued Order No. 21-003 requiring the taking of certain precautions to protect against the spread of COVID-19, including the wearing of face masks under certain conditions, which order expires on October 23, 2021 at 12:01 a.m.; and

**WHEREAS**, on October 19, 2021, pursuant to § 67.265, MO. REV. STAT., and at the direction of the City Council by passage of Ordinance No. 9436, the Mayor issued Order No. 21-004 requiring the taking of certain precautions to protect against the spread of COVID-19, including the wearing of face masks under certain conditions, which order expires on November 20, 2021 at 12:01 a.m.; and

**WHEREAS**, on November 16, 2021, pursuant to § 67.265, MO. REV. STAT., and at the direction of the City Council by passage of Ordinance No. 9442, the Mayor issued Order 21-005 requiring the taking of certain precautions to protect against the spread of COVID-19, including the wearing of face masks under certain conditions, which order expires on December 18, 2021 at 12:01 a.m.; and

**WHEREAS**, pursuant to the provisions of § 67.265, the City Council of the City of North Kansas City, Missouri, can extend Order 21-005 or approve a similar order for a period of up to thirty calendar days.

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

**Section 1.** **Findings of the City Council.** For the reasons set forth in the recitals above, which are incorporated herein by reference, the City Council of the City of North Kansas City, Missouri, does hereby find and determine that the City can modify the breadth of recent health orders, but still must adequately deal with and address the emergency created by COVID-19 in order to protect our younger children so as to (a) reduce the threat to human health caused by the transmission of the novel coronavirus and its variants in the elementary school in the City; (b) protect the public health, safety, and welfare of its younger children, residents and others; (c) protect, preserve and save lives of the younger children in the City's elementary school, as well as others who may enter the elementary school; and (d) protect against staff shortages that continue to hinder Missouri's healthcare system and Missouri's recovery efforts from COVID-19.

**Section 2.** **Approval of Order 21-006.** To comply with the requirements of Missouri law and to accomplish the goals and objectives set forth in Section 1 of this Ordinance, the City Council finds and declares it necessary to authorize and approve Order 21-006, which is attached to this ordinance as Exhibit 1 and incorporated herein by reference as fully as though restated in full. Order 21-006 is approved and authorized in all respects and the Mayor and City Clerk are hereby authorized and directed to execute said order. The City Council does further grant to the Mayor the authority to terminate Order 21-006 prior to the expiration date of January 15, 2022, should the Mayor, in his judgment, deem it appropriate to do so.

**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 Ordinance.

**Section 4.** 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 5.** Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

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

**PASSED** this 7<sup>th</sup> day of December, 2021.

---

Bryant DeLong, *Mayor*

**ATTEST:**

---

Crystal Doss, *City Clerk*

**APPROVED** this 7<sup>th</sup> day of December, 2021.

---

Bryant DeLong, *Mayor*

**APPROVED AS TO FORM:**

---

Anthony W. Bologna, *City Attorney*

---

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

**ORDER 21-005**

**WHEREAS**, on August 27, 2021, the Governor of the State of Missouri declared a State of Emergency in the State of Missouri and invoked the provisions in Chapter 44 of the Missouri Revised Statutes through Executive Order 21-09, finding that staff shortages continue to hinder the State of Missouri’s healthcare system and the State’s recovery efforts from COVID-19; and

**WHEREAS**, the City of North Kansas City, Missouri owns the North Kansas City Hospital (“**NKCH**”) under the provisions of MO. REV. STAT. §§ 96.150, *et seq.*, and, as the owner of NKCH, the state of emergency that has been declared by the Governor in Executive Order 21-09 directly applies to the City and NKCH and, therefore, a state of emergency still exists in the City of North Kansas City, Missouri; and

**WHEREAS**, on March 17, 2020, a proclamation of a state of emergency was issued by the Mayor of the City of North Kansas City, Missouri (the “**Mayor**”) to allow the City of North Kansas City, Missouri (the “**City**”) to take measures to reduce the possibility of exposure to COVID-19 and promote the health and safety of North Kansas City residents; and

**WHEREAS**, by passage of Ordinance No. 9315, the Mayor was granted certain authority during the recognized and declared health emergency related to COVID-19 and existing within North Kansas City, said ordinance remains in full force and effect as of this date, and among other things the Mayor is authorized to issue this order pursuant to state law and Ordinance No. 9315; and

**WHEREAS**, pursuant to the provisions of Section 67.265 of the Missouri Revised Statutes, under the direction of the City Council as provided for in Ordinance No. 9450 enacted on December 7, 2021, the Mayor hereby issues Order 21-006 on December 8, 2021, with an effective date of December 18, 2021, and an expiration date of January 15, 2022, subject, however, to being extended by action of the City Council of the City of North Kansas City, Missouri (the “**City Council**”); and

**WHEREAS**, COVID-19 spreads between people who are in contact with one another or present in shared spaces and a gathering of individuals without necessary mitigation for the spread of infection will pose a risk of the spread of infectious disease; and

**WHEREAS**, the City has an area of approximately 4.64 square miles and is surrounded by Kansas City, Missouri, more or less, and, therefore, North Kansas City assumes that it would have similar COVID-19 statistics as a percentage of its population when compared to Kansas City; and

**WHEREAS**, on December 6, 2021, the City confirmed 239,729 total cases of COVID-19 in the greater metropolitan Kansas City area and 3,269 deaths from COVID-19 in Kansas City

metro-wide. In addition, the Centers for Disease Control (“CDC”) confirmed 49,002,475 total cases in the United States and 785,655 deaths nation-wide as of December 6, 2021; and

**WHEREAS**, as of December 6, 2021, approximately 55.59% of all those residing in the greater metropolitan Kansas City area have been fully vaccinated for COVID-19 and 67.44% have had at least one vaccine dose; and

**WHEREAS**, in a Memorandum dated December 6, 2021, from Stephen L. Reintjes, Sr., M.D., President and CEO of the North Kansas City Hospital (“NKCH”), directed to the City Council, the City was advised that “NKCH has started to see an increase in COVID patients over the last few weeks”; and

**WHEREAS**, on July 27, 2021, the CDC issued new guidance, recommending all vaccinated individuals (in addition to their previous recommendation for unvaccinated individuals) in “substantial” or “high” transmission areas, with either more than 50 cases per 100,000 people in the area over a seven-day period, or with a COVID-19 test positivity rate higher than 5%, wear masks indoors; and

**WHEREAS**, on July 30, 2021, the CDC issued a study which found that vaccinated individuals carried as much virus in their noses as unvaccinated individuals, and that vaccinated people could spread the virus to each other<sup>1</sup>; and

**WHEREAS**, in a statement released by the CDC accompanying the study of July 30, 2021, it was stated that “[t]his finding is concerning and was a pivotal discovery leading to the CDC’s updated mask recommendation”; and

**WHEREAS**, the CDC’s statement continued “[t]he masking recommendation was updated to ensure the vaccinated public would not unknowingly transmit virus to others, including their unvaccinated or immunocompromised loved ones”; and

**WHEREAS**, the county in which North Kansas City is located (Clay County) is currently classified as a substantial transmission area by the CDC; and

**WHEREAS**, Regional Health guidance from medical professionals in the Kansas City metropolitan area recommended a return to masks indoors in July 2021 based on the positivity rate for COVID-19 cases in Missouri and the increase in hospitalizations; and

**WHEREAS**, children 5-11 years old can now be vaccinated. Widespread vaccination for COVID-19 is a critical tool to best protect everyone, especially those at highest risk, from severe

---

<sup>1</sup> See, Catherine M. Brown, et al., “Outbreak of SARS-CoV-2 Infections, Including COVID-19 Vaccine Breakthrough Infections, Associated with Large Public Gatherings—Barnstable County, Massachusetts, July 2021,” *MMWR Morbidity and Mortality Weekly Report*, vol. 70 Early Release (July 30, 2021).

illness and death. People who are fully vaccinated can safely resume many activities that they did prior to the pandemic. Children ages 5 years and older are now able to get an age-appropriate dose of the Pfizer-BioNTech COVID-19 vaccine. Until, however, the vaccine for children 5 years and older is widely available, the best method left to protect the children of North Kansas City in school is by requiring the wearing of face coverings and masks; and

**WHEREAS**, the FDA vaccination approval for those five to eleven years old is now authorized, providing protection for elementary school children as they are vaccinated; and

**WHEREAS**, the CDC recommends universal indoor masking by all students, staff, teachers, and visitors to K-12 schools, regardless of vaccination status; and

**WHEREAS**, the Mayor, pursuant to Section 67.265, MO. REV. STAT., prior to the issuance of this Order, submitted a report dated December 6, 2021, to the City Council outlining and recommending a need for this Order and/or an extension of Order 21-005, presently set to expire on December 18, 2021 at 12:01 a.m., unless rescinded, extended, modified or amended pursuant to applicable law; and

**WHEREAS**, by Ordinance No. 9450 passed on December 7, 2021, the City Council of North Kansas City approved this Order 21-006, an emergency health order modified from Order 21-005 presently in effect and issued by the Mayor upon the authorization and direction of the City Council by passage of Ordinance No. 9442 on November 16, 2021, and extending the emergency health directives as set forth therein.

**NOW, THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:**

Section One: Community Health Guidance

A. All persons are encouraged to limit exposure by obtaining a federally-approved vaccine and properly wearing a face covering or mask when applicable and maintaining social distancing when indoors at a place of public accommodation. The use of face coverings or masks is recommended in indoor private settings and crowded outdoor settings where there is close contact with other people who may not be fully vaccinated.

B. As used herein, the terms below shall have the following meanings:

1. **“Face Covering or Mask”** means a uniform piece of cloth, fabric, or other material that securely covers a person’s nose and mouth. It is properly worn when it remains affixed in place without the use of one’s hands.

2. **“Place of Public Accommodation”** means any place or business offering or holding out to the general public goods, services, privileges, facilities, advantages or

accommodations for the peace, comfort, health, welfare, and safety of the general public. Place of Public Accommodation shall not include a private club or a place of public accommodation owned or operated on behalf of a religious corporation, association, or society.

3. “**Social Distancing**” is maintaining at least six-feet of distance from others.

#### Section Two: Schools

A To ensure that schools may operate as safely as possible, public and private schools shall require face coverings or masks for all persons inside a school building where any students from kindergarten up to and including 5<sup>th</sup> grade are attending class, unless eating or drinking. All persons must wear a mask when riding on a school bus unless documentation has been submitted to and approved by the school for a medical mask exemption.

- 1 The following individuals are exempt from wearing face coverings or masks while inside school buildings:
  - a. Persons with a medical condition, mental health condition or disability that prevents wearing a face covering or mask that, other than in the case of an emergency, have provided documentation of such condition or disability that has been approved by appropriate school officials pursuant to school guidelines. This includes persons with a medical condition for whom wearing a face covering could obstruct breathing or otherwise unable to remove a face covering without assistance, as well as those who are unconscious or incapacitated;
  - b. Persons communicating with a person who is deaf or hard or hearing, where the ability to see the mouth is essential for communication; and
  - c. Persons who are alone in a separate room or office.

Section Three. Violation of any provision of this Order constitutes an imminent threat and immediate menace to public health and shall be considered a violation of Ordinance No. 9315. All remedies prescribed by this Order or otherwise available under applicable law, shall be cumulative, and the use of one or more remedies by the City shall not bar the use of any other remedy to enforce this Order.

Section Four. The Chief of the North Kansas City Police Department, and the Chief of the North Kansas City Fire Department, or their designees (“**Directors**”) are, under the

Constitutions of the United States and the State of Missouri, and this Order, subject to applicable law, authorized to enter all property necessary to enforce laws relating to public health and to provide for the avoidance, suppression or mitigation of disease, and abatement of nuisances and other unhealthy conditions. Upon complaint, or whenever the Directors deem an action carried on or engaged in by any person in the City detrimental to the public health, the Directors shall notify that person to show cause to the City at a time and place to be specified in the notice, why the trade or profession should not be discontinued or removed. The notice shall be served before the time specified therein as provided by law.

Section Five. Violation of any provision of this Order may result in the suspension or revocation of the Certificate of Occupancy and/or any license or permit issued by the City in accordance with Section 5.52.140 of the Code of the City of North Kansas City, Missouri.

Section Six. If any provision of this Order or the application thereof to any person, entity, or circumstance is determined to be invalid by a court of competent jurisdiction, such determination shall not affect or impair the validity of the other provisions of this Order or its application to other persons, entities, and circumstances.

Section Seven. This Order shall take effect at 12:01 a.m. on Saturday, December 18, 2021, and shall expire Saturday, January 15, 2022, at 12:01 a.m. unless rescinded, extended, modified or amended pursuant to applicable law or terminated by action of the Mayor as authorized by the City Council.

Authenticated as Adopted

This 8<sup>th</sup> day of December, 2021.

---

Bryant DeLong, *Mayor*

Filed with me, the City Clerk of the City of North Kansas City, Missouri, this 8<sup>th</sup> day of December, 2021, by Mayor Bryant DeLong, whose signature I hereby attest.

---

Crystal Doss, *City Clerk*

**CERTIFICATION OF PASSAGE OF ORDER NO. 21-006**

This Certificate is made by the City Clerk of the City of North Kansas City, Missouri (the “City”), for the purpose of verifying and certifying, pursuant to the requirements of §67.265 of the MO. REV. STAT., that the above Order No. 21-006 issued by the Mayor of North Kansas City, Missouri on December 8, 2021, duly came before the City Council of the City of North Kansas City, Missouri for the purpose of considering an order similar to the order issued by the Mayor on December 7, 2021, after being authorized by action of the City Council, and extending the emergency health directives for those in elementary schools in the City, except as otherwise provided in this Order, for a period not exceeding thirty (30) calendar days. Upon vote duly taken in a regularly scheduled City Council meeting on December 7, 2021, the undersigned City Clerk hereby certifies that Ordinance No. 9450 was duly passed by the City Council of North Kansas City, Missouri and is in full force and effect. Ordinance No. 9450 was duly passed by a vote of \_\_\_\_\_ to \_\_\_\_\_ upon second reading.

**IN WITNESS WHEREOF**, the undersigned has executed this Certificate as of the \_\_\_\_\_ day of December, 2021.

**CITY OF NORTH KANSAS CITY, MISSOURI**

By: \_\_\_\_\_  
Crystal Doss, *City Clerk*

[CITY SEAL]

---

## MEMORANDUM



---

**TO:** Mayor and City Council  
Interim City Administrator

**FROM:** Sara Copeland, AICP, Community Development Director

**DATE:** December 7, 2021

**RE:** Sign Ordinance Amendments

The City's sign regulations are contained in Chapter 15.44 of the Municipal Code. Similar to the Zoning Ordinance, the sign ordinance divides the city into Sign Districts and establishes requirements for each sign type allowed in each sign district.

Recently, the development team for the Oxbow Apartments that are under construction at 18<sup>th</sup> & Swift approached staff to discuss signage for the building. After this discussion, staff reviewed the sign ordinance and identified four issues that need to be addressed:

- Current ordinance language classifies this building in the Residential Sign District, which would not permit signage for the retail space in the building along Swift Street.
- Current ordinance language defining the General Business District references the Burlington Corridor Overlay District and the C-0 zoning district, both of which no longer exist.
- Current ordinance language prohibits wall signs above 30 feet, an arbitrary limit that creates difficulties for taller buildings such as the Oxbow.
- The Oxbow developers are interested in erecting an "iconic" rooftop sign as part of the marketing and visual identification of the building, and their initial mock-ups are larger than permitted by the current General Business District.

The purpose of the sign ordinance is to preserve the character of the city, enhance the visual quality of the community, ensure safety, provide for effective communication by businesses, minimize adverse effects of signs, and limit sign clutter. Sign trends and designs are constantly changing, and when staff is aware of issues related to the sign ordinance, staff drafts amendments to the ordinance for consideration by the Council.

The proposed amendment to the boundaries of the General Business District would also affect the property at 105 E. 18<sup>th</sup> Avenue. The change would not result in any substantive changes to the regulations concerning signs for that property, as the regulations for the two districts are substantially similar.

The proposed amendments concern Section 15.44.230 of the Sign Ordinance regarding the General Business Sign District. The amendments change the description of the district and the regulations for wall signs and roof signs. The text below illustrates the proposed changes, with **additions in bold underline** and deletions in ~~strikethrough~~; sign types that are not subject to amendments are not included in this table.

Table 15-4: General Business District Sign Allowances	
District Boundaries	All that area located in Zoning Districts <del>CIO, C-0, C-1, C-2, C-3, G-1, and in the North Area of the Burlington Corridor Overlay District</del> and <b><u>all lots with frontage on Burlington Street north of 23<sup>rd</sup> Avenue, and all lots with frontage on the south side of 18<sup>th</sup> Avenue from Burlington on the west to Swift Street on the east,</u></b> except such portions of such area as are included in any other sign district as defined in this chapter.

Sign Type	Allowances
Wall Signs	Each building shall have a total wall sign allowance of 25% of the wall area, per wall.
	Each building may have up to 3 wall signs per wall. Or, buildings with multiple tenants occupying individual units with separate entrances may have 1 wall sign per tenant space, provided the sign is located on the individual unit space.
	No sign shall be more than 150 square feet.
	Each sign shall be at least 20' from another sign.
	<del>Wall signs shall be no higher than 30'.</del>
	Any wall sign projecting more than 12" from the wall shall be limited to no more than 100 square feet. The area for a projecting sign shall count towards the total wall sign area allowance at a rate of 1.5 times that actual area of the projecting sign. Projecting wall signs shall not extend more than 8' from the wall and shall maintain at least 10' clear area above the ground.
Roof Signs	Each building may have 1 roof sign up to 200 square feet. <b><u>Buildings taller than five stories or 60 feet in height may have 1 roof sign up to 400 square feet.</u></b>
	Roof signs shall not exceed more than <del>15'</del> <b><u>20'</u></b> above the highest part of the roof structure.
	Roof signs shall be set back at least 5' plus one-half the total height of the sign to the outside wall toward which the sign faces.

**AN ORDINANCE AMENDING CHAPTER 15.44, “SIGNS, BILLBOARDS, AWNINGS AND STREET CLOCKS” OF THE CODE OF THE CITY OF NORTH KANSAS CITY, MISSOURI BY AMENDING SECTION 15.44.230, “GENERAL BUSINESS DISTRICT”.**

**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 regulates signage for the purposes of preserving the unique character of the City, enhancing the visual quality of the community, promoting economic viability, providing for effective communication for businesses, protecting property values, and promoting civic beauty; and

**WHEREAS**, the City desires to amend its existing code to clarify the boundaries and regulations regarding the General Business Sign District.

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

**Section 1.** Section 15.44.230, “General Business District,” of THE CODE OF THE CITY OF NORTH KANSAS CITY, MISSOURI is hereby amended at Table 15-4, “General Business District Sign Allowances”, by amending subparts thereof entitled “District Boundaries,” which subparts shall hereafter read as follows:

District Boundaries	All that area located in Zoning Districts CIO, C-1, C-2, C-3, G-1, and all lots with frontage on Burlington Street north of 23 <sup>rd</sup> Avenue, and all lots with frontage on the south side of 18 <sup>th</sup> Avenue from Burlington on the west to Swift Street on the east, except such portions of such area as are included in any other sign district as defined in this chapter.
---------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Other than as specifically set forth herein, § 15.44.230 and Table 15-4, “General Business District Sign Allowances,” shall be unaffected by this amendment and shall remain in full force and effect.

**Section 2.** Section 15.44.230, “General Business District,” of THE CODE OF THE CITY OF NORTH KANSAS CITY, MISSOURI is hereby amended at Table 15-4, “General Business District Sign Allowances”, by amending subparts thereof entitled “Wall Signs,” which subparts shall hereafter read as follows:

Sign Type	Allowances
Wall Signs	Each building shall have a total wall sign allowance of 25% of the wall area, per wall.

	Each building may have up to 3 wall signs per wall. Or, buildings with multiple tenants occupying individual units with separate entrances may have 1 wall sign per tenant space, provided the sign is located on the individual unit space.
	No sign shall be more than 150 square feet.
	Each sign shall be at least 20' from another sign.
	Any wall sign projecting more than 12" from the wall shall be limited to no more than 100 square feet. The area for a projecting sign shall count towards the total wall sign area allowance at a rate of 1.5 times that actual area of the projecting sign. Projecting wall signs shall not extend more than 8' from the wall and shall maintain at least 10' clear area above the ground.

Other than as specifically set forth herein, § 15.44.230 and Table 15-4, “General Business District Sign Allowances,” shall be unaffected by this amendment and shall remain in full force and effect.

**Section 3.** Section 15.44.230, “General Business District,” of THE CODE OF THE CITY OF NORTH KANSAS CITY, MISSOURI is hereby amended at Table 15-4, “General Business District Sign Allowances”, by amending subparts thereof entitled “Roof Signs,” which subparts shall hereafter read as follows:

Sign Type	Allowances
Roof Signs	Each building may have 1 roof sign up to 200 square feet. Buildings taller than five stories or 60 feet in height may have 1 roof sign up to 400 square feet.
	Roof signs shall not exceed more than 20' above the highest part of the roof structure.
	Roof signs shall be set back at least 5' plus one-half the total height of the sign to the outside wall toward which the sign faces.

Other than as specifically set forth herein, § 15.44.230 and Table 15-4, “General Business District Sign Allowances,” shall be unaffected by this amendment and shall remain in full force and effect.

**Section 4.** Providing for Repeal or Amendment of Conflicting Ordinances or Parts Thereof. Ordinance Nos. 8603, 8656, 8813 and 9158, and all other ordinances or parts of ordinances in conflict with the provisions of this ordinance, or any parts hereof, are hereby amended to conform to the provisions and requirements of this ordinance or repealed, whichever will best carryout the intent of this ordinance.

**Section 5.** Severability. The sections, paragraphs, sentences, clauses and phrases of this ordinance shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this ordinance are valid, unless the court finds the valid portions of this ordinance are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City has enacted the valid portions without the void ones, or unless the court

finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

**Section 6.** **Governing Law.** This ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

**Section 7.** **Effective Date.** This ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor.

**PASSED** this 7<sup>th</sup> day of December, 2021.

\_\_\_\_\_  
Bryant DeLong, *Mayor*

**ATTEST:**

\_\_\_\_\_  
Crystal Doss, *City Clerk*

**APPROVED** this 7<sup>th</sup> day of December, 2021.

\_\_\_\_\_  
Bryant DeLong, *Mayor*

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Anthony Bologna, *City Attorney*

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

## MEMORANDUM

---

TO: Mayor and City Council

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

CC: Kim Nakahodo, *Interim City Administrator*

RE: ***Agreement with Northland Festivals for Snake Saturday Parade and Related Activities for 2022***

DATE: December 7, 2021

---

**PURPOSE:** The purpose of the attached resolution is to consider approval of an agreement between the City of North Kansas City, Missouri (the “City”) and Northland Festivals related to the Snake Saturday Parade and accompanying activities. As you are aware, prior to the effects of COVID, for a number of years, the City annually entered into a written contract with Northland Festivals for various events and activities, including, but not limited to, the Snake Saturday Parade. During the last couple of years, the City has had modified festival activities. The attached agreement anticipates a return to a more “normal” parade and related activities for this coming year’s Snake Saturday events.

**REMARKS:** The City has previously entered into written contracts with Northland Festivals for the Snake Saturday Parade and related activities. The attached agreement is very similar to the pre-COVID contracts for Snake Saturday events between the City and Northland Festivals for these services. A few minor changes have been made to the agreement (primarily, the dates have been changed—the amount of the contract is the same as last year). I have worked with J.D. Green of Northland Festivals in drafting the agreement. Mr. Green plans to be in attendance to answer any questions you may have. Since the proposed agreement is very similar to prior agreements with Northland Festivals, it is assumed that the attached proposed agreement is self-explanatory. Please feel free, however, to contact me in the event you have any questions, comments or suggestions.

## RESOLUTION NO. 21-088

### RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH NORTHLAND FESTIVALS FOR 2022 SNAKE SATURDAY PARADE AND RELATED SERVICES

---

**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 desires to enter into a contract to obtain services for the planning, organization, administration, conduct and carrying out of certain festival activities (*viz.*, the Snake Saturday Parade and related activities) with Northland Festivals, a Missouri nonprofit corporation (the “**Contractor**”); and

**WHEREAS**, the Contractor has experience in providing such parade, festival and related activities.

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

**Section 1.** The City Council does hereby find and determine that it is in the best interests of the City of North Kansas City, Missouri, to enter into the Contract Services Agreement for Parade and Related Activities (the “**Agreement**”) with Northland Festivals for the planning, organization, administration, conduct and carrying out of certain festival activities (*viz.*, the Snake Saturday Parade and related activities) for the City of North Kansas City, Missouri. A copy of the Agreement for such services is attached hereto, marked “**Exhibit 1**” and is incorporated herein by reference.

**Section 2.** Authorization of Agreement. The City Council hereby authorizes the City to enter into the Agreement with Northland Festivals for the described services, which Agreement shall be in substantially the form of “**Exhibit 1**”, attached hereto. The City is hereby authorized to pay the amounts set forth in the Agreement as provided for in Exhibit 1 and the Mayor and City Clerk are hereby 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 7<sup>th</sup> day of December, 2021.

---

Bryant DeLong, *Mayor*

ATTEST:

---

Crystal Doss, *City Clerk*

# **EXHIBIT “1”**

## **CONTRACT SERVICES AGREEMENT FOR PARADE AND RELATED ACTIVITIES**

THIS CONTRACT SERVICES AGREEMENT (this “**Agreement**”) is made and entered into this \_\_\_\_ day of December, 2021, by and between the CITY OF NORTH KANSAS CITY, MISSOURI, a municipal corporation and political subdivision of the State of Missouri (the “**City**”) and NORTHLAND FESTIVALS, a Missouri nonprofit corporation, located at 405 E. 19<sup>th</sup> Avenue, in the City of North Kansas City, Missouri (the “**Contractor**”).

NOW, THEREFORE, the parties hereto agree as follows:

### **1.0 SERVICES OF CONTRACTOR**

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Contractor shall perform the work or services set forth in the “Scope of Services” attached hereto as “**Exhibit A**” and incorporated herein by reference. The Contractor warrants that all work and services set forth in the Scope of Services will be performed in a competent, safe, professional and satisfactory manner.

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

1.3 Licenses, Permits, Fees and Assessments. The Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. The Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor’s performance of the services required by this Agreement, and shall indemnify, defend and hold harmless the City against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against the City hereunder.

1.4 Familiarity with Work. By executing this Agreement, the Contractor warrants that the Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has been on the premises and at those locations where the work and services are to be performed and is thoroughly familiar with the premises and locations where the work is to be performed, (c) has carefully considered how the services should be performed, and (d) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, the Contractor warrants that the Contractor has, or will, investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions which will materially affect the performance of the services hereunder, the Contractor shall immediately inform the City of such fact and shall not proceed except at the Contractor’s risk until written instructions are received from the City.

1.5 **Further Responsibilities of Parties.** Both parties agree to use reasonable care and diligence to perform their respective obligations under the Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

## **2.0 COMPENSATION**

2.1 **Contract Sum.** For the services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with the “Schedule of Compensation and Performance” attached hereto as Exhibit “B” and incorporated herein by this reference, but not exceeding the maximum contract amount of Forty-four Thousand and No/100 Dollars (\$44,000.00) (the “**Contract Sum**”), for the herein described parade and related activities.

2.2 **Method of Payment.** Provided that the Contractor is not in default under the terms of this Agreement, the Contractor shall be paid as outlined in “**Exhibit B**” Schedule of Compensation.

## **3.0 COORDINATION OF WORK**

3.1 **Representative of Contractor.** J.D. Green is hereby designated as being the officer and representative of the Contractor authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith. Either Contractor’s President or Contractor’s Board of Directors shall have the right to designate another individual to act on its behalf by providing written notice to the City.

3.2 **City Representative.** The Interim City Administrator or the City Administrator, as the case may be, is hereby designated as being the representative of the City authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith. The Interim City Administrator or City Administrator of the City shall have the right to designate another individual to act on her/his behalf by providing written notice to the Contractor.

3.3 **Prohibition against Subcontracting or Assignment.** The Contractor shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of the City. Any such prohibited assignment or transfer shall be void.

3.4 **Independent Contractor.** Notwithstanding anything else in this Agreement to the contrary, neither the City nor any of its officials or employees shall have any control over the manner, mode or means by which the Contractor, its agents or employees, perform the services required herein, except as otherwise set forth. The Contractor shall perform all services required herein as an independent contractor of the City and shall remain under only such obligations as are consistent with that role. The Contractor shall not at any time or in any manner represent that it, or any of its agents or employees, are agents or employees of the City.

## 4.0 INSURANCE AND INDEMNIFICATION

4.1 Insurance. The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to the City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance. The Contractor shall maintain a policy of comprehensive general liability insurance written on a per occurrence basis. The policy of insurance shall be in an amount not less than One Million Dollars (\$1,000,000) bodily injury, death and property damage per occurrence and Two Million Dollars (\$2,000,000) aggregate.

(b) Contingent Auto Liability Insurance. The Contractor shall maintain a policy of contingent auto liability insurance written on a per occurrence basis. The policy of insurance shall be in an amount not less than One Million Dollars (\$1,000,000) bodily injury, death and property damage combined single limit.

(c) Commercial Liability Umbrella Insurance. The Contractor shall maintain a commercial liability umbrella insurance policy written on a per occurrence basis. The policy of insurance shall be in an amount not less than One Million Dollars (\$1,000,000) bodily injury, death and property damage per occurrence and One Million Dollars (\$1,000,000) aggregate.

(d) Worker's Compensation Insurance. To the extent required by law, a policy of worker's compensation insurance in an amount which fully complies with any statutory requirements of the State of Missouri.

The above policies of insurance shall be primary insurance. (Reference Section 4.3 regarding sufficiency.) The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, public officials, employees and agents, and their respective insurers. In the event any of said policies of insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 4.1 to the City. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance, endorsements or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance, endorsements, or binders are approved by the City. "The City of North Kansas City, Missouri," and "Northtown Devco" shall each be endorsed as an "additional insured" under the Commercial General Liability insurance policy and the Contingent Auto Liability insurance policy.

The Contractor agrees that the provisions of this Section 4.1 shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible. In the event the Contractor subcontracts any portion of the work in compliance with Section 3.3 of this Agreement, the contract between the Contractor and such subcontractor shall require the

subcontractor to maintain the same polices of insurance that the Contractor is required to maintain pursuant to this Section.

4.2 Indemnification. The Contractor agrees to indemnify the City, its officers, public officials, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities of the Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the negligent acts or omissions of the Contractor hereunder, or arising from the Contractor’s negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, whether or not there is concurrent passive or active negligence on the part of the City, its officers, public officials, agents or employees but excluding such claims or liabilities arising from the sole negligence or willful misconduct of the City, its officers, public officials, agents or employees, who are directly responsible to the City, and in connection therewith:

(a) The Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;

(b) The Contractor will promptly pay any judgment rendered against the City, its officers, public officials, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of the Contractor hereunder; and the Contractor agrees to save and hold the City, its officers, public officials, agents, and employees harmless therefrom;

(c) In the event the City, its officers, public officials, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of the Contractor hereunder, the Contractor agrees to pay to the City, its officers, public officials, agents and/or employees, any and all costs and expenses incurred by the City, its officers, public officials, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys’ fees.

4.3 Sufficiency of Insurer or Surety. Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in Missouri, rated “A” or better in the most recent edition of Best’s Key Rating Guide or in the Federal Register, unless such requirements are waived by the City Council or designee of the City Council due to unique circumstances. In the event the Interim City Administrator or the City Administrator determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies required by this Section 4 may be changed accordingly upon receipt of written notice from the Interim City Administrator or the City Administrator or designee; provided that the Contractor

shall have the right to appeal a determination of increased coverage by the Interim City Administrator or the City Administrator to the City Council of City within ten (10) days of receipt of notice from the Interim City Administrator or the City Administrator.

## **5.0 TERM**

5.1 Term. Unless earlier terminated in accordance with Section 5.2 below and except as otherwise provided herein, this Agreement shall continue in full force until December 31, 2022.

5.2 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other party. Upon receipt of the notice of termination, the Contractor shall immediately cease all work or services hereunder except as may be specifically approved by the Interim City Administrator or the City Administrator. In the event of termination by the City, the Contractor shall be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination and for such additional services specifically authorized by the Interim City Administrator or the City Administrator and the City shall be entitled to reimbursement for any compensation paid in excess of the services rendered. It is expressly understood that the insurance and indemnification requirements of the Contractor set forth in paragraphs 4.1 and 4.2 will survive the termination of this Agreement.

## **6.0 FINANCIAL DISCLOSURE**

6.1 Financial Disclosure Required. The Contractor shall provide the City with the following financial information:

(a) Within ninety (90) days of the last day of the completion of the parade, a list of paid accounts for which City funds were utilized, as well as a copy of each corresponding receipt, if the same exists; and

(b) On or before March 10, 2023, an annual financial report for the Contractor prepared by an accountant, which shall include revenues and expenditures for the parade and related activities.

6.2 Audit. The City shall have the right, but not the obligation, to audit all financial records of the Contractor if the City deems such an audit advisable or necessary.

## **7.0 MISCELLANEOUS**

7.1 Covenant against Discrimination. The Contractor covenants that, by and for itself, its heirs, executors, successors, assigns and all persons claiming under or through it, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. The Contractor shall take affirmative action to ensure that

applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

7.2 Non-liability of City Officers, Officials and Employees. No officer, public official or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

7.3 Conflict of Interest. No officer, public official or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Notwithstanding anything else in this section 7.3 to the contrary, employees and public officials of the City may sit on committees of the Contractor and may participate in the planning and carrying out of the parade and related activities, so long as such employees and public officials do not receive any form of compensation or financial reward, and do not control the manner, mode or means by which the Contractor performs the services required herein.

7.4 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Administrator, CITY OF NORTH KANSAS CITY, 2010 Howell, North Kansas City, Missouri 64116, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement.

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

7.6 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

7.7 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

7.8 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.9 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

7.10 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.

7.11 Governing Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of Missouri. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Circuit Court of the County of Clay, State of Missouri. The Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

7.12 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 for the services called for under this Agreement, and that its employees are lawfully eligible to work in the United States. An appropriate officer or representative of the Contractor shall complete and properly execute the Affidavit attached hereto, marked "**Exhibit C**" and submit it to the City.

*(Remainder of page intentionally left blank.)*

**IN WITNESS WHEREOF**, the parties have executed and entered into this Agreement as of the date first written above.

**CITY OF NORTH KANSAS CITY**  
*a Missouri municipal corporation*

ATTEST:

\_\_\_\_\_  
Crystal Doss, *City Clerk*

\_\_\_\_\_  
Bryant DeLong, *Mayor*

*Mailing Address:* 2010 Howell; North Kansas City, MO 64116

**NORTHLAND FESTIVALS**  
*a Missouri nonprofit corporation*

ATTEST:

\_\_\_\_\_  
Kelly Sales, *Secretary*

\_\_\_\_\_  
J. D. Green, *President*

*Mailing Address:* 405 E. 19<sup>th</sup> Avenue, North Kansas City, MO 64116

## Exhibit “A”

### SCOPE OF SERVICES

A. Except as hereinafter limited, the Contractor shall plan, organize, administer, conduct and otherwise carryout a parade in the City of North Kansas City, Missouri, as hereinafter defined and described in more detail—said parade to be known as the “Snake Saturday Parade” (the “**Parade**”). The Parade shall be held on the Saturday immediately prior to St. Patrick’s Day and shall be held on the public streets of the City. The City shall have the absolute right to approve any suggested parade route. The Parade shall only take place on those public streets, thoroughfares, parking lots, sidewalks and other public property as may be approved in advance by the City.

B. The Contractor shall also plan, organize, administer, conduct and otherwise carryout a festival in conjunction with the Parade and held during the period surrounding the parade. As part of the aforesaid festival, the Contractor shall provide for, plan, organize, administer, conduct and otherwise carryout carnival-type rides, a Grand Marshall celebration, and a Lads and Lassies contest.

C. Except as otherwise herein provided, the Contractor hereby agrees to furnish all of the necessary equipment and to do the work and the service of planning, organizing, administering, conducting and otherwise carrying out the Parade and related Snake Saturday events.

D. The Contractor shall provide to the City a budget for the following year’s Parade on or before July 15, 2022 and, further, the Contractor shall provide to the City, no later than March 10, 2023 a financial statement prepared by an accountant and covering all events and activities provided by the Contractor to the City under this Agreement. The requirements of this paragraph shall survive the termination or expiration of this Agreement.

E. The City agrees that for the Parade and related festival events, the City will provide police protection, parking control, security, crowd control, fire and emergency ambulance service, and trash removal and general street and sidewalk cleanup after the Snake Saturday events described more fully hereinabove.

F. The Contractor agrees to be bound by all laws, regulations, statutes and ordinances now in force or which may hereafter be in force within the said City, anything herein contained to the contrary notwithstanding, provided that if the provisions of this Agreement are more onerous than the provisions of the ordinances of the City of North Kansas City, Missouri, such contract provisions shall apply.

G. The Contractor shall provide to the City and the City’s Police Department a telephone number to receive notices and/or other communications during normal working hours. The Contractor shall also provide to the City and the City’s Police Department an emergency telephone number for the City’s use during non-business hours for emergencies.

H. The Contractor agrees that none of the funds payable under this Agreement shall be used for prizes or prize money in any form whatsoever.

*(Remainder of page intentionally left blank.)*

Exhibit "B"

SCHEDULE OF COMPENSATION AND PERFORMANCE

A. COMPENSATION. In consideration of the full and complete performance of this Agreement by the Contractor of all the work and services stated and contemplated, and in conformity with the terms, covenants and conditions contained in this Agreement, the City agrees to pay the Contractor as full compensation for the said work and services as follows:

1. ***Parade and Festival Activities.*** For the Parade and Festival Activities described in this Agreement, the sum of Forty-four Thousand and No/100 Dollars (\$44,000.00), payable in two equal installments of Twenty-two Thousand and No/100 Dollars (\$22,000.00) each, with the first installment to be made on or before February 1, 2022, and the final installment to be made on or before March 31, 2022. In addition, and as aforesaid, the City shall provide certain police, fire and public works services for the Parade and related Snake Saturday activities. Such in-kind payment by the City shall include security, crowd control, parking, hanging of signs, trash removal and general clean-up of city streets, parking lots and sidewalks.
2. The Contractor agrees that the compensation payable under this Agreement shall not be used for any form or type of prize or prize money.

B. PERFORMANCE. The performance required under this Agreement shall be as follows:

1. ***The Parade.*** The Snake Saturday Parade described in this Agreement shall be held on Saturday, March 12, 2022, in the City of North Kansas City, Missouri.
2. ***The Festival Activities.*** The festival activities described in this Agreement shall be held on Saturday, March 12, 2022, in the City of North Kansas City, Missouri.
3. ***The Grand Marshal Celebration.*** The Grand Marshal Celebration shall be held on Thursday, March 3, 2022, in the City of North Kansas City, Missouri.
4. ***The Lad and Lassie Contest.*** The Lad and Lassie Contest shall be held on Saturday, March 5, 2022, in the City of North Kansas City, Missouri.
5. ***The Charity Cook Off.*** The Charity Cook Off shall be held on Friday, March 11, 2022, in the City of North Kansas City, Missouri.

*(Remainder of page intentionally left blank.)*

EXHIBIT "C"  
AFFIDAVIT TO COMPLY WITH § 285.530, MO. REV. STAT.  
[For Contracts Over \$5,000]

STATE OF MISSOURI }  
COUNTY OF \_\_\_\_\_ }            ss.

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

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

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

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

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

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

BEFORE ME, the undersigned authority, personally appeared John D. Green, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is John Dwayne Green and I am currently the President of Northland Festivals (hereinafter “**Contractor**”), whose business address is 405 E. 19<sup>th</sup> Avenue, North Kansas City, Missouri 64116, and I am authorized to make this Affidavit.

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

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

**2022 Snake Saturday Parade and Related Festival Events**

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

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

Further, Affiant saith not.

\_\_\_\_\_  
John D. Green

STATE OF MISSOURI

COUNTY OF \_\_\_\_\_

}

ss.

On this \_\_\_\_\_ day of December, 2021, before me personally appeared John D. Green, to me known to be the person who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

**WITNESS MY HAND** and official seal in the county and state last aforesaid this \_\_\_\_\_ day of December, 2021.

\_\_\_\_\_  
*Notary Public*

My Commission Expires:

\_\_\_\_\_

---

# MEMORANDUM



---

**TO:** Mayor and City Council  
Interim City Administrator

**FROM:** Sara Copeland, AICP, Community Development Director

**DATE:** December 7, 2021

**RE:** Engineering Services for Armour Road Complete Street Project –  
Second Professional Services Agreement

---

Budget Authority:	FY 2022 Convention & Tourism Fund – Armour Road Complete Street, Phases 2-4:	\$609,960
	This Agreement:	<u>(\$34,850)</u>
	Remaining Budget Authority:	\$575,110

---

As discussed with the City Council at the September 21, 2021 work session, the remaining work planned for the Armour Road Complete Street has been consolidated into one project that is anticipated to be bid in Spring 2022. These improvements include green conflict zone markings, Fayette right turn lane, left turn signal for eastbound Armour at Iron, bump-out islands at Gentry and Knox, and a mid-block crossing between Macon and Ozark, as well as a mill and overlay for the Armour Road pavement that will be a cooperative project between the City and the NKC Special Road District. While the engineering work for some of these improvements has been completed, the bump-out islands, mid-block crossing, and mill and overlay require additional engineering work to complete construction plans for bidding.

This work has been delayed by the fact that the previous professional services agreement with WSP expired earlier this year. The City must enter into a new agreement with WSP for the project engineers to begin work. The contract before the Council is similar to the previous agreement and includes the tasks currently needed to put the remaining improvements out to bid.

The City previously selected WSP as the engineer for the Armour Road Complete Street subject to a Request for Qualifications and interview process. A representative from WSP will be present at the Council meeting to answer any questions you have about this project.

## RESOLUTION NO. 21-087

### A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH WSP USA INC., FOR CERTAIN PROFESSIONAL ENGINEERING AND RELATED SERVICES RELATED TO THE ARMOUR ROAD COMPLETE STREET PROJECT

---

**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**, under a prior contract with the Mid-America Regional Council, WSP USA Inc. studied, analyzed and evaluated Armour Road from Burlington to Ozark and developed for and provided to the City the *Armour Road Complete Street Implementation Plan* (the “**Plan**”) for the purpose of transitioning Armour Road from Burlington to Ozark to a complete street that serves vehicles, bicyclists, pedestrians, and transit riders using the existing pavement; and

**WHEREAS**, after undertaking a Request for Qualifications process, the City selected WSP USA Inc. (the “**Consultant**”) to provide certain professional services to assist in implementing a portion of the Plan; and

**WHEREAS**, the City has determined that the Consultant has the qualifications, experience, expertise and skill to provide the necessary services for the City to implement recommendations from the Plan; and

**WHEREAS**, the City and the Consultant entered into a Professional Services Agreement on March 6, 2018, for certain engineering services, which agreement expired after three years; and

**WHEREAS**, the City now desires to enter into a second Professional Services Agreement (the “**Agreement**”) for certain engineering 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.** Authorization and Approval of Agreement. The City Council hereby authorizes the City to enter into the Professional Services Agreement with WSP USA INC., in connection with certain professional engineering and related services to be performed on behalf of the City relating to the City’s Armour Road Complete Street project, which Agreement shall be in substantially the form of “**Exhibit 1**”, attached hereto and incorporated herein by reference. The City Council hereby approves the Agreement. The City is hereby authorized to pay the costs associated with the Agreement, provided that such costs do not exceed the amount set forth in the Agreement, as may be amended by the City Council from time to time.

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

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

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

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

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

**DONE** this 7<sup>th</sup> day of December, 2021.

---

Bryant DeLong, *Mayor*

ATTEST:

---

Crystal Doss, *City Clerk*

# **EXHIBIT “1”**

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** (this “**Agreement**”), effective this \_\_\_\_ day of December, 2021 (“**Effective Date**”), is between the City of North Kansas City, Missouri (the “**City**”), a municipal corporation in the State of Missouri, and WSP USA Inc. (the “**Consultant**”), a New York corporation, registered and licensed to do business in the State of Missouri (collectively, the “**Parties**” or individually, the “**Party**”).

### RECITALS

A. 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.

B. The Consultant, a registered professional engineering firm, represents that the Consultant is, and will continue to be for this Agreement’s duration, a New York corporation in good standing, which is registered, licensed and doing business in the State of Missouri. The Consultant employs persons who are duly registered or licensed to practice engineering in the State of Missouri.

C. The Consultant possesses the competence, experience, expertise, skill, facilities, equipment, personnel, financial wherewithal, and other resources necessary to perform this Agreement’s services and tasks in a professional and competent manner.

D. Under a prior contract with the Mid-America Regional Council, the Consultant studied, analyzed and evaluated Armour Road from Burlington to Ozark and developed for and provided to the City the *Armour Road Complete Street Implementation Plan* (the “**Plan**”) for the purpose of transitioning Armour Road from Burlington to Ozark to a complete street that serves vehicles, bicyclists, pedestrians, and transit riders using the existing pavement.

E. The Consultant represents that it is qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals, employees and subconsultants. The Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement and each Task Order.

F. The Consultant desires to furnish and perform professional services for the City, which services include, but are not limited to, the design and appropriate drawings, plans and specifications for the implementation of the Plan and the construction of public improvements necessary to complete improvements to Armour Road between Fayette and Ozark Streets, consistent with the Plan. The Consultant has the legal authority to provide, engage in, and carry out the professional services set forth in this Agreement.

## **AGREEMENT**

**NOW THEREFORE**, the City and the Consultant in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by the Consultant and the payment for those services by the City, as set forth herein.

### **1.0 INCORPORATION OF RECITALS**

1.1. The Recitals constitute the factual basis upon which the City and the Consultant have entered into this Agreement. The City and the Consultant acknowledge the Recitals' accuracy and, therefore, incorporate them into this Agreement.

### **2.0 TERM OF AGREEMENT**

2.1 The professional services set forth in this Agreement shall commence upon the Effective Date of this Agreement and terminate upon completion of the construction phase of the project unless this Agreement ends sooner or is extended according to the terms elsewhere in this Agreement. If the services covered by this Agreement have not been completed within 36 months from the Effective Date of this Agreement, through no fault of the Consultant, extension and compensation for the Consultant's services shall be subject to re-negotiation.

2.2 The Consultant represents that it possesses the requisite skill and ability to enable it to perform the services defined by this Agreement, and covenants that it will exercise and apply its skill, ability and judgment in the performance of all of the Consultant's responsibilities under this Agreement and each Task Order, with the normal skill and care exercised by similar professionals rendering these types of services.

### **3.0 SERVICES AND RESPONSIBILITIES OF CONSULTANT**

3.1 **Scope of Services.** In compliance with the terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as "**Exhibit A**", and incorporated herein by reference, which services may be referred to herein as the "Services" or "Work" hereunder. The Consultant represents and agrees that the Services or Work performed under this Agreement will be performed in a competent and professional manner and all such Services will meet the standard set forth in Section 2.2 of this Agreement. Consultant's services during the construction phase shall not require Consultant to make exhaustive or continuous inspections to check quality or quantity nor shall Consultant be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions or programs, or for any contractor's failure to perform the construction work in accordance with the Contract Documents. The Consultant states that it is experienced in performing the Work and Services contemplated herein and, in light of such status and experience, the Consultant

covenants that it shall follow those professional standards in performing the Work and Services required hereunder with the normal skill and care exercised by similar professionals rendering such types of services under similar circumstances. Further, in compliance with all of the terms and conditions of this Agreement, the Consultant's services shall be detailed in a duly executed Task Order for each Specific Project, except as hereinafter provided. Each Task Order shall indicate the specific services to be performed and deliverables to be provided. The general format of a Task Order is shown in "**Exhibit B**" to this Agreement. Consultant agrees that all work and services it performs under this Agreement and each Task Order will be performed in a competent and professional manner. City may request in writing that Consultant review, analyze, inspect, evaluate and/or render a professional opinion on various non-project engineering matters or issues for City and under such circumstances a Task Order will not be required, and all such work shall be done applying Consultant's standard hourly rates. Under such circumstances when a Task Order is not required, all of the terms and conditions of this Agreement shall apply and Consultant shall provide City with a detailed billing statement showing all work performed, the identity of the person performing the work and the amount of time spent for each such item.

3.2 **Non-exclusive Agreement.** Consultant understands and agrees that this Agreement shall not require City to use Consultant on any other project for the City and that City shall have the right to use other engineering, surveying, planning and professional firms during the term of this Agreement and any extensions thereof. Moreover, this Agreement is not a commitment by City to Consultant to issue any Task Order.

3.3 **Performance of Certain Tasks by Consultant.** Consultant shall not be obligated to perform any prospective Task Order unless and until City and Consultant agree as to the particulars of the Specific Project, including the scope of Consultant's services, time for performance, Consultant's compensation, and all other appropriate matters.

3.4 **Task Order Procedure.**

A. City and Consultant shall agree on the scope, time for performance, and basis of compensation for each Task Order. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.

B. Consultant will commence performance as set forth in the Task Order.

3.5 **Compliance with Law.** All work and services rendered hereunder shall be provided in accordance with all applicable ordinances, resolutions, statutes, laws, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction. Each Task Order shall be based on all applicable ordinances, resolutions, statutes, laws, rules and regulations and City-provided written policies and procedures as of the effective date of such Task Order. Consultant affirmatively states that payment of all local, state and federal taxes and assessments owed by Consultant is current.

3.6. **Written Authorization.** The Consultant shall not make changes in the Scope of Services, perform any additional work, or provide any additional material, without first obtaining written authorization from the City. If the Consultant provides additional services or materials without written authorization, the Consultant proceeds at the Consultant's own risk and without payment.

3.7. **Professional Standard of Care.** During this Agreement's Term:

A. The Consultant and its Subconsultants, subcontractors, employees, and agents (collectively, "**Consultant Parties**") shall perform all of the Services in this Agreement, including each Task Order, in an expeditious and professional manner, using professionals properly licensed and duly qualified to perform the Services.

B. Consultant Parties must perform all Services required of Consultant Parties under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement or any Task Order. All such provided work and services shall be performed in accordance with generally accepted professional practices and principles, and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by members of Consultant Parties' profession currently practicing in Missouri under similar circumstances. By delivering the completed work, Consultant Parties represent and certify that their work conforms to: the requirements of this Agreement and each Task Order; all applicable (federal, state, county, local, City) laws, rules, regulations, orders, and procedures; and the professional standard of care in the Missouri.

C. Consultant Parties are responsible for making an independent evaluation and judgment of observable and studied conditions affecting performance of the Services. Data, calculations, opinions, reports, investigations, or any other information or documents that the City provides relating to site, local, or other conditions are not warranted or guaranteed, either expressly or implied, by the City.

D. When the Scope of Services requires or permits the City's review, approval, conditional approval, or disapproval, the Consultant acknowledges that the City's review, approval, conditional approval, or disapproval:

1. Is solely for the purposes of administering this Agreement or any Task Order and determining whether the Consultant is entitled to payment for its Services;
2. Is not to be construed as a waiver of any breach, or acceptance by the City, of any responsibility (professional or otherwise) for the Services or the Consultant's work product;

3. Does not relieve the Consultant of the responsibility for complying with the standard of performance or professional care; or laws, codes rules, regulations, or industry standards; and
4. Does not relieve the Consultant from liability for damages arising out of the Consultant's negligent acts, errors, or omissions; recklessness; willful misconduct; or noncompliance with industry standards.

E. Without additional compensation to the Consultant and at no cost to the City, the Consultant shall correct or revise errors, mistakes, or deficiencies in its work product, studies, reports, designs, drawings, specifications, plans, surveys or other services that fail to meet the foregoing standard, and which are reported to Consultant within two years from the completion of Construction of the Project. Any review, approval, acceptance or payment for any of the Services by the City does not relieve the Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and deliverables. This provision in no way limits the City's rights against Consultant either under this Agreement, at law or in equity.

3.8. **Basic Services.** The Consultant's basic services shall consist of the phases described as follows or any Task Order and shall include where applicable, but are not limited to, architectural, structural, civil, mechanical, traffic and electrical engineering services, as well as appropriate surveying, planning and design services. During each Task Order or phase of work, the Consultant shall fulfill all requirements and responsibilities as described in this Agreement and in each Task Order. Any deviation from, or deletion to, these requirements and responsibilities must be requested in writing by the Consultant, and must be approved in writing by the City. The Consultant shall obtain written approval from the City before proceeding with each phase. Specific basic services applicable to all Task Orders and all phases include the following:

A. The Consultant shall prepare and distribute to the City meeting minutes of meetings, and telephone logs documenting conversations between the City and Consultant concerning project scope. The Consultant shall attend project review meetings for each Task Order or each phase of the project unless otherwise directed by the City.

B. The Consultant shall prepare a monthly payment request form for all billings. The Consultant shall include a list of services and/or tasks accomplished and the status of work with regard to the project schedule stated in "**Exhibit C**".

C. Not Used.

D. All Architectural and Engineering services performed by the Consultant and its Subconsultants shall be supervised by a Professional Architect and/or Professional Engineer respectively, who is currently registered by the State of Missouri. All project drawings and specifications shall bear the seal of the Professional Architect and/or Engineer. The Consultant will furnish the City a written list of all Subconsultants.

The Consultant and its subconsultants shall possess the degree of care, learning, skill and ability which is ordinarily possessed by members of their profession and the Consultant and its Subconsultants will exercise such degree of care, learning, skill and ability as is ordinarily employed by architects, engineers and surveyors under similar conditions and like circumstances.

E. Estimates of construction costs provided by the Consultant under this Agreement will represent the Consultant's use of the most appropriate methods and accurate data available, and the Consultant's best judgment as a design professional familiar with the construction industry. Neither the Consultant, nor the City, has control over the cost of labor, material, or equipment, or over the Bidder's method of determining competitive bid prices. Therefore, while the Consultant cannot and does not guarantee that the estimate of construction cost will not vary from actual bids, the Consultant recognizes the City's interest in receiving dependable estimates of construction costs and will endeavor to provide the City with timely estimates based on current information and free from mathematical error.

3.9 **Record Drawings.** The Consultant shall furnish the City one set of Record Drawings on high quality (minimum 24 lb.) bond paper within twenty-one (21) days of receipt of the marked-up drawings from the Contractor. These drawings shall indicate as-built conditions at final completion of the project based upon information supplied by the Contractor, and shall be of sufficient quality to facilitate photographic reproduction. An electronic copy in the format designated by the City, shall be furnished of any drawings. The City will retain one percent (1%) of the Consultant's total fee until Record Drawings, as specified, are received. By incorporating information supplied by the Contractor into the Record Drawings, the Consultant does not assume responsibility for the accuracy of the Contractor-supplied information.

#### **4.0 CITY'S RESPONSIBILITIES**

4.1. The City shall assist the Consultant by placing at Consultant's disposal all information the City has available pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

4.2. The City shall arrange for access to, and make all provisions for, the Consultant to enter upon public and private property as required for the Consultant to perform its services.

4.3. The City shall review the itemized deliverables/documents identified in this Agreement.

4.4. The City shall give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any development that affects the scope or timing of the Consultant's services or any defect in the work of the Contractor.

## 5.0 TIME FOR PERFORMANCE

5.1. The Consultant shall perform the Services according to the Project Time Schedule, which is attached as “Exhibit C” to this Agreement and is incorporated into it by this reference. The Consultant shall complete all of the Services by March 31, 2022.

5.2. If the Project Time Schedule calls for performance of the Services in phases or discrete increments, the Consultant shall not proceed from one phase or increment to the next without written authorization from the City.

5.3. **Force Majeure.** If an event or condition constituting a “force majeure”—including, but not limited to, an act of God, labor dispute, civil unrest, epidemic, natural disaster—prevents or delays a Party from performing or fulfilling an obligation under this Agreement, or other cause beyond the control of a party, the Party is not in Default, under Paragraph 14.1 of this Agreement, of the obligation. A delay beyond a Party’s control automatically extends the time, in an amount equal to the period of the delay, for the Party to perform the obligation under this Agreement. The Parties shall prepare and sign an appropriate document acknowledging any extension of time under this Paragraph.

## 6.0 PERSONNEL

6.1. **Representative of Consultant.** The Consultant designates Scott Cogan as the representative of the Consultant authorized to act in its behalf with respect to the Work and Services specified herein and said representative of the Consultant is authorized to make all decisions in connection therewith.

6.2. **Contract Officer.** Sara Copeland is hereby designated as being the representative the City has authorized to act in its behalf with respect to the Work and Services specified herein, and said representative shall make all decisions in connection therewith (“**Contract Officer**”). The City Administrator of the City shall have the right to designate another Contract Officer by providing written notice to Consultant. The Contract Officer shall not have the authority to amend this Agreement. This Agreement and any Task Order can only be amended in writing and by action of the City Council.

6.3. **Key Personnel.** The Consultant’s project team shall work under the direction of the following key personnel: Jay Aber, a professional engineer and as Project Manager. The Consultant shall minimize changes to its key personnel. The City may request key personnel changes, and the City may review and approve key personnel changes proposed by the Consultant. The City will not unreasonably withhold approval of key personnel assignments and changes.

6.4. **Use of Agents or Assistants.** With the City’s prior written approval, the Consultant may employ, engage, or retain the services of persons or entities (“**Subconsultants**”) that the Consultant may deem proper to aid or assist in the proper

performance of the Consultant's duties. Consultant will contractually require its Subconsultants to include the City as an additional insured on the Subconsultant's commercial general liability and automobile liability policies and indemnify the City for damages caused by the Subconsultant. The Consultant is as responsible for the performance of its Subconsultants as it would be if it had rendered the Services itself. All costs of the tasks performed, or the expenses incurred by the Subconsultants are chargeable directly to the Consultant. The Consultant represents that the Consultant has made thorough investigation of all Subconsultants to be utilized in performance of this Agreement and any Task Order to assure that such Subconsultants possess the skill, knowledge and experience qualifying them to perform those aspects of this Agreement to be performed by them at a standard for design of projects of comparable complexity and to assure that such Subconsultants can perform without delay the required services in their areas of expertise at a cost which is reasonable and is within the allowances for such cost which have been taken into account by the Consultant in agreeing to the compensation provided for in this Agreement or any Task Order. The City will not pay a markup to the Consultant for Subconsultant work. Nothing in this Agreement constitutes or creates a contractual relationship between the City and anyone other than the Consultant.

6.5. **Independent Contractor.**

A. The Consultant understands and acknowledges that the Consultant is an independent contractor, not an employee, partner, agent, or principal of the City. Neither this Agreement nor any Task Order creates a partnership, joint venture, association, or employer-employee relationship between the Parties. At its own expense, the Consultant is responsible for providing compensation; employment benefits; disability, unemployment, and other insurance; workers' compensation; training; permits and licenses; and office space for the Consultant and for the Consultant's employees and Subconsultants. The Consultant has, and shall retain, the right to exercise full control over the employment, direction, compensation, and discharge of all persons whom the Consultant uses in performing the Services under this Agreement and each Task Order. The Consultant shall provide the Services in the Consultant's own manner and method, except as this Agreement or Task Order specifies. The Consultant shall treat a provision in this Agreement or any Task Order that may appear either to give the City the right to direct the Consultant as to the details of doing the work, or to exercise a measure of control over the work, as giving the Consultant direction only as to the work's end result.

B. The Consultant shall indemnify, defend (including the Consultant's providing and paying for legal counsel for the City), and hold harmless the City for any obligation; claim; suit; or demand for tax or retirement contribution, including any contribution or payment to social security; salary or wages; overtime, penalty, or interest payment; or workers' compensation payment that the City may be required to make on behalf of the Consultant, an employee of the Consultant, or any employee of the Consultant construed to be an employee of the City, for the work done under this Agreement or any Task Order.

6.6. **Non-Discrimination in Employment.** The Consultant shall not discriminate against any employee or person who is subject to this Agreement or any Task Order because of race, color, religion, religious belief, national origin, ancestry, citizenship, age, sex, sexual orientation, marital status, pregnancy, parenthood, medical condition, or physical or mental disability.

6.7. **Disability Access Laws.** The Consultant represents and certifies that the work product, studies, reports, designs, drawings, and specifications that the Consultant prepares under this Agreement will fully conform to all applicable disability access and design laws, regulations, and standards—including, but not limited to, the Americans with Disabilities Act (42 U.S.C. Sections 12101 *et seq.*) and similar Missouri Regulations.

6.8. **Not Used.**

6.9. **Workers' Compensation.** The Consultant understands and acknowledges that all persons furnishing services to the City under this Agreement are, for the purpose of workers' compensation liability, employees solely of the Consultant and not of the City. In performing the Services or the work under this Agreement or any Task Order, the Consultant is liable for providing workers' compensation benefits to the Consultant's employees, or anyone whom the Consultant directly or indirectly hires, employs, or uses. The City is not responsible for any claims at law or in equity caused by the Consultant's failure to comply with this Paragraph.

## 7.0 **FACILITIES**

7.1. The Consultant shall provide all facilities necessary to fully perform and complete the Services. If the Consultant needs to use a City facility, the Consultant shall meet and confer with the City before the Consultant begins the work that this Agreement requires. The Parties shall agree to any costs chargeable to the Consultant, and in an amendment to this Agreement, the Parties shall describe the facility's terms of use and its charges.

7.2. The Consultant shall pay for any damage to the City property, facilities, structures, or streets arising out of the Consultant's use, occupation, operation, or activities in, upon, under, or over any portion of them.

(Remainder of page intentionally left blank)

## 8.0 PAYMENT

8.1. The City’s payment to the Consultant will be based upon hourly rates as shown on the Consultant’s Fee Schedule, subject to annual renewal, which is attached as “Exhibit D” to this Agreement and is incorporated into it by this reference (with a maximum total cost to the City as set forth below). Except as itemized in the Fee Schedule, the Consultant shall pay for all expenses, including reimbursable or out-of-pocket expenses, that the Consultant incurs in performing the Services. The Fee Schedule will remain in effect for the Agreement’s Term.

8.2. **Fee.** The City shall pay for the Services in Monthly installments, the TOTAL amount of which is not to exceed Thirty-four Thousand Eight Hundred Fifty and No/100 Dollars (\$34,850.00). Each installment will be payable upon completion of the Services performed in accordance with this Agreement for the month preceding the Consultant’s invoice for each phase identified below, and in an amount proportionate to the Services the Consultant performed or completed within each phase for the month. The summary below is for planning purposes only and shall not be considered to be a limit or not to exceed to the amount for each phase. Consultant has the sole discretion to apply overruns in one-line item to savings in any other line item:

<b>Subtask</b>	<b>Description</b>	<b>Amount</b>
1:	Project Management	\$ 1,440.00
2:	Bid Plans Phase 2-4: Incorporate Previous Plans	\$ 2,950.00
3:	Bid Plans Phase 2-4: Mill and Overlay	\$15,150.00
4:	Bid Plans Phase 2-4: Curb-side Islands at Gentry & Knox	\$ 7,970.00
5:	Bid Plans Phase 2-4: Macon RRFB Crossing	\$ 7,340.00

8.3. If the City requires additional work not included in this Agreement, the Consultant and the City shall negotiate the additional work, mutually agree on the amount of additional compensation, and memorialize the terms in either a separate task order or an amendment to this Agreement.

8.4. **Maximum Cost.** The Consultant expressly acknowledges that the total cost to complete all services and tasks provided for in this Agreement and as set forth in Exhibit “A” must not exceed Thirty-four Thousand Eight Hundred Fifty and No/100 Dollars (\$34,850.00) (“**Maximum Cost**”). When the Consultant has billed 75% of the Maximum Cost, the Consultant shall provide written notice to the City that the Consultant has expended 75% of the Maximum Cost.

8.5. **Taxes.** The Consultant shall pay all applicable (federal, state, county, local, City) excise, sales, consumer use, possessory interest, or other similar taxes required by law that are levied upon this Agreement or upon the Consultant’s Services under this Agreement.

8.6. **Invoices.** The Consultant shall submit an original, itemized invoice to the City for approval, before receiving compensation. The Consultant shall submit the invoice at no more than monthly intervals. All invoices must include a summary of total costs, description of the Services performed, a brief itemization of costs associated with each task or phase, and the total phase or project costs to date. Consultant shall submit monthly invoices to the City for services actually performed, based on the project progress that has occurred. Invoices shall be submitted to the City's Contract Officer. The City shall pay each such invoice within thirty (30) days of its receipt and approval of said invoice by the City. The City is not obligated to pay, and will withhold from payment, any amounts the City has in dispute with Consultant based on Consultant's non-performance or negligent performance of any of the services under this Agreement and shall provide written notice of the reasons for withholding payment to Consultant within 10 days of receipt of invoice. Consultant shall be entitled to stop work, upon 10-day written notice to City, if City fails to pay in accordance with this Agreement.

8.6 **Costs of Subconsultants.** The costs and expenses associated with the retention and hiring of any subconsultant, as authorized under this Agreement, shall be the responsibility of and paid for by Consultant, as part of Consultant's compensation herein. City shall have the right, at all times throughout this Agreement and under each Task Order, to have direct contact with any subconsultant used in each Specific Project as long as Consultant is given an opportunity to be a co-participant.

8.7. If the City requires additional work not included in this Agreement, the Consultant and the City shall negotiate the additional work, mutually agree on the amount of additional compensation, and memorialize the terms in either a separate written contract or an amendment to this Agreement.

## **9.0 AUDIT BY THE CITY**

9.1. During this Agreement's Term and for a period of one (1) year after the expiration, cancellation, or termination of this Agreement, or any extension of it, the Consultant shall:

A. Keep and maintain, in their original form, all records, books, papers, or documents related to the Consultant's performance of this Agreement; and

B. Permit the City or its authorized representatives, at all reasonable times, upon reasonable notice, to have access to, examine, audit, excerpt, copy, photocopy, photograph, or transcribe records, books, papers, or documents related to the Consultant's performance of this Agreement including, but not limited to: direct and indirect charges, and detailed documentation, for work the Consultant has performed or will perform under this Agreement at Consultant's office.

## 10.0 DATA, RECORDS, PROPRIETARY RIGHTS

10.1. **Copies of Data.** The Consultant shall provide the City with copies or originals of all data that the Consultant generates, uses, collects, or stores in relation to all work associated with this Agreement. Data that the Consultant generates, uses, collects, stores, or provides must be in a form acceptable to, and agreed upon by, the City.

### 10.2. Ownership and Use.

A. Unless the City states otherwise in writing, each document, including, but not limited to, each report, draft, record, drawing, plan, survey or specification (collectively, “**Work Product**”), that the Consultant prepares, reproduces, or causes its preparation or reproduction for this Agreement is the City’s exclusive property.

B. The Consultant acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Services. The Consultant makes no representation of the work product’s application to, or suitability for use in, circumstances not contemplated by the Scope of Services. Any use or reuse without written verification or adaptation by Consultant for the specific purpose intended will be at City’s sole risk and without liability or legal exposure to Consultant, or to Consultant’s subconsultants.

### 10.3. Intellectual Property.

A. If the Consultant uses or incorporates patented, trademarked, or copyrighted work, ideas, or products—in whole or in part—into the Consultant’s work product, the Consultant represents that:

1. The Consultant holds the patent, trademark, or copyright to the work, idea, or product; or
2. The Consultant is licensed to use the patented, trademarked, or copyrighted work, idea, or product.

B. Unless the City states otherwise in writing, all proprietary rights or intellectual property rights, including copyrights, that arise from creation of the work under this Agreement vest in the City. The Consultant waives and relinquishes all claims to proprietary rights and intellectual property rights, including copyrights, in favor of the City.

C. The Consultant shall indemnify, defend (including the Consultant’s providing and paying for legal counsel for the City), and hold harmless the City, its officers, officials, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, royalties, fines, penalties, costs, or expenses arising out of or alleging any infringement or misappropriation of a patent, copyright, trade secret, trade name, trademark, or other intellectual property right or proprietary right selected or specified for use by Consultant.

10.4. **Confidentiality.** The Consultant shall not use any information that it obtains from performing the Services for any purpose other than for fulfillment of the Consultant's Scope of Services. Without the City's prior written authorization, the Consultant shall not disclose or publish— or authorize, permit, or allow others to disclose or publish—data, drawings, designs, specifications, reports, or other information relating to the Services or the work that the City assigns to the Consultant or to which the Consultant has access. The restrictions in this paragraph will not apply if such information (a) is or becomes in the public domain other than by violation of a confidential obligation; (b) is known to Consultant prior to receipt as evidenced by written documentation; (c) is authorized for disclosure by the written approval of the City; or (d) is lawfully derived by Consultant from a source other than the City without restriction as to the use or disclosure of the information.

10.5. **Missouri Open Records Law.**

A. The Consultant acknowledges that this Agreement is a public record. This Agreement, its Exhibits, and all documents produced under this Agreement are subject to the Missouri Sunshine Law (MO. REV. STAT. 610.010, *et seq.*), including its exemptions. The Consultant acknowledges that the City has no obligation to notify the Consultant when a request for records is received.

B. The Consultant shall identify in advance all records, or portions of them, that the Consultant believes are exempt from production under the Missouri Sunshine Law.

C. If the Consultant claims a privilege against public disclosure or otherwise objects to the records' disclosure, then:

1. The Consultant may, when notified by the City of the request, seek protection from disclosure by timely applying for relief in a court of competent jurisdiction; or
2. The City may either decline to produce the requested information, or redact portions of the documents and produce the redacted records.

D. If the Consultant fails to identify one or more protectable documents, in the City's sole discretion, and without its being in breach of this Agreement or its incurring liability to the Consultant, the City may produce the records, in whole, in part, or redacted, or may decline to produce them.

E. The Consultant shall indemnify, defend (including the Consultant's providing and paying for legal counsel for the City), and hold harmless the City, its officers, officials, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, costs, or expenses arising out of or alleging the City's

refusal to publicly disclose one or more records that the Consultant identifies as protectable, or asserts is protectable.

## **11.0 CONFLICT OF INTEREST**

11.1. **Conflict of Interest.** The Consultant represents and certifies that:

A. The Consultant's personnel are not currently officers, agents, employees, representatives, or elected officials of the City;

B. The Consultant will not employ or hire a City officer, agent, employee, representative, or elected official during this Agreement's Term;

C. The City's officers, agents, employees, representatives, and elected officials do not, and will not, have any direct or indirect financial interest in this Agreement; and

D. During this Agreement's Term, the Consultant will inform the City about any possible conflict of interest that may arise as a result of any change in circumstances.

## **12.0 LIABILITY, INDEMNITY AND INSURANCE**

12.1. When the Consultant signs and delivers this Agreement to the City, and during this Agreement's Term, the Consultant shall furnish the City with insurance forms that meet the requirements of, and contain provisions entirely consistent with, all of the "Insurance Requirements" set forth in this Article 12 of this Agreement.

12.2. **Liability and Indemnity.** The Consultant agrees to indemnify and save harmless the City, its Officers, Officials, Agents, Employees and representatives, from and against all loss or expense, including but not limited to reasonable attorney's fees and costs of defense, from any injury to persons or damages to property of others to the extent resulting from the negligent acts, errors, or omissions of the Consultant or those for whom it is legally liable. The parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the City, or its officers, officials, employees, agents or representatives.

12.3. **Insurance.** The Consultant shall provide and maintain, during the life of this Agreement, insurance acceptable to the City which will afford protection and coverage in accordance with the requirements set forth below. The Consultant shall cause each Subconsultant to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of the City, approved

by its City Council.

A. Commercial General Liability coverage to protect the Consultant from claims for damages for personal injury, bodily injury (including wrongful death), and from claims for property damage which may arise from the operation under this Agreement. The coverage will provide protection for operations by the Consultant or any Subconsultant or by anyone directly or indirectly employed by the Consultant or Subconsultant. In addition, the coverage is to include “The City of North Kansas City, Missouri” as “additional insured”. The amount of the insurance shall not be less than a minimum of \$1,000,000 combined single limit, per occurrence and \$2,000,000 general aggregate, for both bodily injury and property damage combined and \$2,000,000 products/completed operations aggregate.

B. Commercial Automobile Liability coverage will be provided by the Consultant and include coverage for all owned, hired, and non-owned vehicles. The coverage is to include for protection of the Consultant and Subconsultant or by anyone directly or indirectly employed by either of them. The minimum limit of coverage to be provided is \$1,000,000 combined single limit for bodily injury and property damage, per accident.

C. Professional Liability Insurance, with minimum limits of \$1,000,000 per claim and \$2,000,000 in the aggregate, will be maintained by the Consultant to cover claims arising out of the negligent acts, errors and omissions by the Consultant, Subconsultant, or anyone directly or indirectly employed by them.

D. Worker’s Compensation Insurance Coverage A: Worker’s Compensation Insurance for all the Consultant’s employees at the site of the project, and in case any work is sublet, the Consultant shall contractually require any Subconsultant similarly to provide Worker’s Compensation Insurance for all of the latter’s employees. This coverage shall comply in all respects with the requirement of the Statutes of the State of Missouri. Coverage B: Employer’s Liability, in a limit no less than \$500,000 for each of the three coverages listed for Employer’s Liability.

E. All insurance shall be procured through agencies and be written by insurance companies which are acceptable to and approved by the City, *e.g.*, all coverages should be placed with Insurance Carriers that are licensed to do business in the state of Missouri as an admitted Carrier. All required coverages shall be obtained and paid for by the Consultant.

F. The Consultant shall furnish the City with certificates and Additional Insured endorsements which indicate the Consultant and/or the City (where required) are covered by the required insurance showing type, amount, effective dates and dates of expiration of policies prior to commencement of the work. Consultant is required to maintain coverages as stated and required to notify the City of cancellation within 30 business days. If the Consultant fails to provide, procure and deliver acceptable certificates and endorsements, the City may obtain such insurance at the cost and expense of the Consultant after notice to the Consultant and a reasonable opportunity for Consultant to cure identified deficiencies.

G. It is understood and agreed that the insurance required by the provisions

of this article is required in the public interest and that the City does not assume any liability for acts of the Consultant, any Subconsultant or their employees in the performance of this Agreement.

H. The General Liability and the Professional Liability insurance policies shall apply to the negligent acts, errors, or omissions of the Consultant, its officers, agents, employees, and for the Consultant's legal responsibility for the negligent acts, errors, or omissions of its subconsultants and anyone directly or indirectly under the control, supervision, or employ of the Consultant or the Consultant's subconsultants.

12.4. This Agreement's insurance provisions:

A. Are separate and independent from the indemnification provisions in this Agreement; and

B. Do not represent that coverages and / or limits will be adequate to protect the Consultant.

### **13.0 LIMITATION OF CITY'S LIABILITY**

13.1. Not Used.

13.2. **Limitation of City's Liability.** The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement, so that the City's liability for any breach never exceeds the sum of \$500.00. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Consultant expresses its willingness to enter into this Agreement with the knowledge that the Consultant's recovery from the City for any action or claim arising from the Agreement is limited to a maximum amount of \$500.00 less the amount of all funds actually paid by the City to the Consultant pursuant to this Agreement. Nothing contained in this paragraph or elsewhere. in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 537.600, MO. REV. STAT., or to extend the City's liability beyond the limits established in said Section 537.600, MO. REV. STAT.; and no claim or award against the City shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre judgment interest. Notwithstanding the foregoing, the Parties agree and understand that the provisions of this Paragraph 13.2 do not apply to monies owed, if any, for services rendered to the Consultant by the City under the provisions of this Agreement.

## 14.0 DEFAULT, REMEDIES, AND TERMINATION

14.1. **Default.** Default under this Agreement occurs upon any one or more of the following events:

A. The Consultant refuses or fails—whether partially, fully, temporarily, or otherwise—to:

1. Provide or maintain enough properly trained personnel, or licensed personnel, or both, to perform the Services that this Agreement requires;
2. Pay for, obtain, maintain, or renew the insurance policies or coverages that this Agreement requires;
3. Comply with indemnification or hold harmless provisions that this Agreement requires; or

B. The Consultant, or its personnel, or both—whether partially, fully, temporarily, or otherwise:

1. Disregards or violates a law, ordinance, rule, procedure, regulation, directive, or order;
2. Refuses or fails to pay for, obtain, maintain, or renew requisite licenses;
3. Refuses or fails to observe, perform, or fulfill a covenant, condition, obligation, term, or provision of this Agreement;
4. Commits an unlawful, false, fraudulent, dishonest, deceptive, or dangerous act while performing the Services under this Agreement; or

C. The Consultant:

1. Or another party for or on behalf of the Consultant: institutes proceedings under any bankruptcy, reorganization, receivership or other insolvency; or assigns or transfers assets to its creditors;
2. Delegates—whether in whole, in part, temporarily, or otherwise—its duties or obligations under this Agreement, without notifying the City, or without the City’s written authorization;
3. Assigns, transfers, pledges, hypothecates, grants, or encumbers—whether in whole, in part, temporarily, or otherwise—this

Agreement or any interest in it, without notifying the City, or without the City's written authorization;

4. Or one of its partners, directors, officers, or general managers, or a person who exercises managerial authority on the Consultant's behalf, is convicted under state or federal law, during this Agreement's Term, of embezzlement, theft, fraud, forgery, bribery, deceptive or unlawful business practices, perjury, falsifying or destroying records or evidence, receiving stolen property, or other offense indicating a lack of business integrity or business honesty; or

D. Any other justifiable cause or reason, as reasonably determined by the City Administrator, or a designee.

14.2. **Notice of Default.** If the City deems that the Consultant is in Default, or that the Consultant has failed in any other respect to satisfactorily perform the Services specified in this Agreement, the City may give written notice to the Consultant specifying the Default(s) that the Consultant shall remedy within fourteen (14) days after receiving the notice. The Notice of Default will set forth one or more bases for any dissatisfaction and may suggest corrective measures.

14.3. **Remedies upon Default.** Within fourteen (14) days after receiving the City's Notice of Default, if the Consultant refuses or fails to remedy the Default(s), or if the Consultant does not commence steps to remedy the Default(s) to the City's reasonable satisfaction, the City may exercise any one or more of the following remedies:

A. The City may, in whole or in part and for any length of time, immediately suspend this Agreement until such time as the Consultant has corrected the Default;

B. The City may provide for the Services either through its own forces or from another consultant, and may withhold any money due (or may become owing to) the Consultant for a task related to the claimed Default;

C. The City may withhold all moneys, or a sum of money, due the Consultant under this Agreement, which in the City's sole determination, are sufficient to secure the Consultant's performance of its duties and obligations under this Agreement;

D. The City may immediately terminate the Agreement;

E. The City may exercise any legal remedy, or equitable remedy, or both, including, but not limited to, filing and action in court:

1. Seeking the Consultant's specific performance of all or any part of this Agreement; or

2. Recovering damages for the Consultant's Default, breach, or violation of this Agreement; or
- F. The City may pursue any other available, lawful right, remedy, or action.

14.4. **Termination for Convenience.** Independent of the remedies provided in Paragraph 14.3, the City may elect to terminate this Agreement at any time upon thirty (30) days' prior written notice. Upon termination, the Consultant shall receive compensation only for that work which the Consultant had satisfactorily completed to the termination date. The City shall not pay the Consultant for de-mobilization, takedown, disengagement, wind-down, or other costs incurred arising out of this Agreement's termination.

## 15.0 **GENERAL PROVISIONS**

15.1. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the Parties. This Agreement supersedes all prior and contemporaneous communications, negotiations, understandings, promises and agreements, either oral or written. Neither the Consultant nor the City has made any promises or representations, other than those contained in this Agreement or those implied by law. The Parties may modify this Agreement, or any part of it, by a written amendment with the City's and the Consultant's signature.

15.2. **Interpretation.** This Agreement is the product of negotiation and compromise by both Parties. Every provision in this Agreement must be interpreted as though the Parties equally participated in its drafting. Therefore, despite any law to the contrary, if this Agreement's language is uncertain, the Agreement must not be construed against the Party causing the uncertainty to exist. In interpreting this Agreement and resolving any ambiguities, this Agreement will take precedence over any cover page or attachments. If a conflict occurs between a provision in this Agreement and a provision in an exhibit, the following order of precedence applies, with the terms and conditions in the document higher on the list governing over those lower on the list:

1. The Agreement.
2. Exhibit B.
3. Exhibit A.
4. Exhibit C.
5. Exhibit D.

15.3. **Headings.** All headings or captions in this Agreement are for convenience and reference only. They are not intended to define or limit the scope of any term, condition, or provision.

15.4. **Applicable Law.** This Agreement shall be deemed to be a Missouri contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the State of Missouri, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Agreement shall be deemed to have been delivered and accepted by the parties in the State of Missouri.

15.5. **Venue.** Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in Clay County, Missouri. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Circuit Court of the County of Clay, State of Missouri, or any other appropriate court in such county. The Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

15.6. **Compliance with all Laws.**

A. The Consultant shall perform all Services and prepare documents in compliance with the applicable requirements of all federal, state and local laws, codes, rules regulations, ordinances and standards in effect on the effective date of this Agreement, and as subsequently amended.

B. The Consultant 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 Consultant 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 Services to be rendered under this Agreement, and that its employees are lawfully eligible to work in the United States.

15.7. The applicable statute of limitation shall begin to run and all claims and causes of action, other than claims or causes of action relating to a latent design defect, shall be deemed to have accrued (i) with respect to all claims and causes of action hereunder arising from any act or failure to act by either party to this Agreement occurring before the Date of Final Completion of the Work, on the Date of Final Completion, and (ii) with respect to all claims and causes of action arising hereunder from any such act or failure to act occurring on or after the Date of Final Completion, on the date of issuance of the final Certificate for Payment. With respect to all claims and causes of action hereunder arising from a latent design defect, the applicable statute of limitations shall begin to run and all claims and causes of action shall be deemed to have accrued on the date of discovery of such latent design defect.

15.8. **Waiver of Breach.** If a Party waives the other Party's breach of a term in this Agreement, that waiver is not treated as waiving a later breach of the term and does not prevent the Party from later enforcing that term, or any other term. A waiver of a term

is valid only if it is in writing and signed by the Party waiving it. This Agreement's duties and obligations:

A. Are cumulative (rather than alternative) and are in addition to (rather than a limitation on) any option, right, power, remedy, or privilege; and

B. Are not exhausted by a Party's exercise of any one of them.

15.9. **Attorney's Fees.** If the City or the Consultant brings an action at law or in equity to enforce or interpret one or more provisions of this Agreement, the "prevailing party" is entitled to "reasonable attorney's fees" in addition to any other relief to which the prevailing party may be entitled. "Reasonable attorney's fees" of the City Counselor's office means the fees regularly charged by private attorneys who:

A. Practice in a law firm located in Kansas City, Missouri; and

B. Have an equivalent number of years of professional experience in the subject matter area of the law for which the City Counselor's services were rendered.

15.10. Not Used.

15.11. **Assignment.**

A. This Agreement does not give any rights or benefits to anyone, other than to the City and the Consultant. All duties, obligations, and responsibilities under this Agreement are for the sole and exclusive benefit of the City and the Consultant, and are not for the benefit of another person, entity, or organization. Without the City's prior written authorization, the Consultant shall not do any one or more of the following:

1. Assign or transfer a right or interest—whether in whole, in part, temporarily, or otherwise—in this Agreement; or

2. Delegate a duty or obligation owed—whether in whole, in part, temporarily, or otherwise—under this Agreement.

B. Any actual or attempted assignment of rights or delegation of duties by the Consultant, without the City's prior written authorization, is wholly void and totally ineffective for all purposes; and does not postpone, delay, alter, extinguish, or terminate the Consultant's duties, obligations, or responsibilities under this Agreement.

C. If the City consents to an assignment of rights, or a delegation of duties, or both, the Consultant's assignee or legal representative shall agree in writing to personally assume, perform, and to be bound unconditionally by the covenants, obligations, terms, and conditions in this Agreement.

15.12. **Successors and Assigns.** Subject to the provisions in Paragraph 15.11, this Agreement is binding on the heirs, executors, administrators, successors, and assigns of the respective Parties.

15.13. **Time is of the Essence.**

A. Except when this Agreement states otherwise, time is of the essence in this Agreement. the Consultant acknowledges that this Agreement’s time limits and deadlines are reasonable for the Consultant’s performing the Services under this Agreement.

B. Unless this Agreement specifies otherwise, any reference to “day” or “days” means calendar and not business days. If the last day for giving notice or performing an act under this Agreement falls on a weekend, a legal holiday listed in either the Code of the City of North Kansas City, Missouri or Missouri’s Revised Statutes, or a day when City Hall is closed, the period is extended to and including the next day that the City is open for business. A reference to the time of day refers to local time for North Kansas City, Missouri.

15.14. **Notices.**

A. The Parties shall submit in writing all notices and correspondence that this Agreement requires or permits, and shall deliver the notices and correspondence to the places set forth below. The Parties may give notice by:

1. Personal delivery;
2. U.S. mail, first class postage prepaid;
3. “Certified” U.S. mail, postage prepaid, return receipt requested; or
4. Facsimile.

B. All written notices or correspondence sent in the described manner will be presumed “given” to a Party on whichever date occurs earliest:

1. The date of personal delivery;
2. The third (3<sup>rd</sup>) business day following deposit in the U.S. mail, when sent by “first class” mail;
3. The date on which the Party or its agent either signed the return receipt or refused to accept delivery, as noted on the return receipt or other U.S. Postal Service form, when sent by “certified” mail; or
4. The date of transmission, when sent by facsimile.

C. At any time, by providing written notice to the other Party, the City or the Consultant may change the place, or facsimile number, for giving notice.

To the City: City of North Kansas City  
2010 Howell  
North Kansas City, Missouri 64116  
Attn: City Administrator  
Tel. No. (816) 274-6000  
Fax. No. (816) 421-5046

To the Consultant:  
WSP USA Inc.  
300 Wyandotte Street, Suite 200  
Kansas City, MO 64105  
Attn: Scott Cogan, *Senior Director*  
Tel. No. (816) 702-4227  
Email Address: Scott.Cogan@wsp.com

15.14. **Survival.** The provisions of this Agreement which by their nature survive expiration or termination of the Agreement or Final Completion of any related Project or the performance of services under this Agreement, including confidentialities, indemnities, payment obligations, and the City's right to audit the Consultant's books and records, shall remain in full force and effect after any expiration or termination of this Agreement or Final Completion of any related Project or the performance of services under this Agreement..

15.16. **Severability.** The invalidity, in whole or in part, of any term of this Agreement will not affect this Agreement's remaining terms.

15.17. **Counterparts.** This Agreement may be executed in counterparts, each of which is an original, but all of which constitutes one and the same document. The Parties shall sign a sufficient number of counterparts, so that each Party will receive a fully executed original of this Agreement.

15.18. **Representations – Authority.** The Parties represent that:

A. They have read this Agreement, fully understand its contents, and have received a copy of it;

B. Through their duly authorized representative, they are authorized to sign this Agreement, and they are bound by its terms; and

C. They have executed this Agreement on the date opposite their signature.

15.19. **Warranties and Representations.** In connection with signing and carrying out this Agreement, the Consultant:

A. warrants that the Consultant is appropriately licensed under Missouri law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;

B. warrants it is financially solvent; it and each of its employees, agents and Subcontractors are competent to perform the Services required under this Agreement; and the Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;

C. warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;

D. represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; and this Agreement is feasible of performance in accordance with all of its provisions and requirements; and

E. acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination of this Agreement.

15.20. **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 Consultant 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. If requested at any time, an appropriate officer or representative of the Consultant shall complete and properly execute an appropriate affidavit certifying compliance by the Consultant of all provisions of Section 34.600 of the Missouri Revised Statutes.

(Signatures on following page)

**CITY OF NORTH KANSAS CITY:**

By \_\_\_\_\_  
Bryant DeLong, *Mayor*

Date: December \_\_\_\_, 2021

**WSP USA INC.**

By \_\_\_\_\_  
Scott Cogan  
Senior Director

Date: December \_\_\_\_, 2021

## **EXHIBIT LIST**

“Exhibit A”:	Scope of Work/Services
“Exhibit B”	Task Order Form
“Exhibit C”:	Project Time Schedule
“Exhibit D”:	Fee Schedule

**EXHIBIT A**  
**SCOPE OF SERVICES/WORK**

1. Specific Project Information
  - A. Title/Location: Armour Road Phase 2-4 Improvements.
  - B. Description: Incorporate Armour Road Phase 2 basic and bid plans previously prepared into single set of Bid Plans for the following: mill and overlay from Fayette to Linn, curb-side islands at Gentry and Knox mid-block crossings, mid-block crossing with center island and RRFB at Macon, review existing ADA ramps crossing and parallel to mill and overlay limits, curb-side islands at Howell, Fayette right-turn lane modifications, green bike conflict area pavement marking, and buffer area barriers.
2. Scope of Services
  - **Task 1 – Project Management**

WSP staff will attend up to one (1) virtual meeting with city staff, prepare monthly invoices, and communicate project status, schedule, and deliverables on an ongoing basis as needed with city staff.
  - **Task 2 – Bid Plans Phase 2-4: Incorporate Previous Plans**

Armour Road Phase 2 basic plans including green conflict area markings and location of buffer area barriers at Gentry, Knox, Linn, and Howell were previously prepared but not detailed to the level of incorporation into construction documents for bid. Additionally, previous modifications to the pavement marking near the Post Office parking stalls and the westbound right-turn drop lane at Knox were created but not detailed to the level of incorporation into construction documents for bid. Bid plans for new islands at Howell, modification of pavement marking for the westbound right-turn lane at Fayette, and traffic signal modifications were developed to the level of detail required for construction documents for bid. The work previously created for non-bid plans will be updated to the level of detail necessary for construction documents and the work previously created will be incorporated into the new Bid Plans for the Phase 2-4. Plans will be submitted at 30% complete and 90% complete for review and a final PS&E package will be submitted.
  - **Task 3 – Bid Plans Phase 2-4: Mill and Overlay**

WSP will provide Bid Plans including work to be completed on plan sheets with scale, dimensions, call outs of work to be completed, and quantities for a mill and overlay from Fayette to Linn. Review of 18

existing ADA ramps that have not been rebuilt with the Armour Road Phase 1 project will be included. Provide design plans in line with APWA Kansas City Standards for any ADA ramps that do not meet ADA requirements. Plans will be submitted at 30% complete and 90% complete for review and a final PS&E package will be submitted.

- **Task 4 – Bid Plans Phase 2-4: Curb-side Islands at Gentry and Knox**

WSP will provide Bid Plans including work to be completed on plan sheets with scale, dimensions, call outs of work to be completed, and quantities for the construction for curb-side islands with bus loading areas on the north and south side of Armour Road at Gentry and the south side of Armour at Knox. It is assumed that islands will have concrete paved surfaces and no landscaping or irrigation work is anticipated. No modifications to the curb-side ADA ramps or median islands at these crossings is anticipated. Plans will be submitted at 30% complete and 90% complete for review and a final PS&E package will be submitted.

- **Task 5 – Bid Plans Phase 2-4: Macon RRFB Crossing**

WSP will provide Bid Plans including work to be completed on plan sheets with scale, dimensions, call outs of work to be completed, and quantities for the construction of a mid-block crossing approximately 250' east of Macon Street on Armour Road. The mid-block crossing design will include a new center island, new curb-side ADA ramps, modified pavement marking, new signing, and a new rapid rectangular flashing beacon (RRFB) including all necessary equipment and connections. Plans will be submitted at 30% complete and 90% complete for review and a final PS&E package will be submitted.

**EXHIBIT B**  
**TASK ORDER FORM**

**Task Order #**\_\_\_\_

In accordance with Paragraph 3.1 of the Professional Services Agreement dated the \_\_\_\_\_ day of December, 2021 (“**Agreement**”), City and Consultant agree as follows:

1. Specific Project Information

A. Title/Location:

B. Description:

2. Scope of Services [*Include all that apply with detailed description*]

- Study and Report Services

- Design Services

- Designing to a Construction Cost Limit

Under this Task Order Consultant will design to a construction cost limit. The construction cost limit is \$\_\_\_\_\_.

- Bidding or Negotiating Services

- Construction Services

- Other Services

3. Schedule for Rendering Services

Phase

Completion Date

4. Compensation

A. City shall pay Consultant for services rendered as follows: (*Choose One*)

- Lump Sum

- Standard Hourly Rates

- Direct Labor Costs Times a Factor (Factor: \_\_\_\_\_)

- Another compensation method

- Standard Hourly Rates at a cost not to exceed \$\_\_\_\_\_

B. The terms of payment are set forth in Article 8.0 of the Agreement.

5. Sub-consultants:

6. Other Modifications to Agreement:
7. Attachments:
8. Documents Incorporated By Reference:
9. Terms and Conditions: Execution of the Task Order by City and Consultant shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Consultant is authorized to begin performance upon its receipt of a copy of this Task Order signed by City.

The Effective Date of this Task Order is \_\_\_\_\_, 202\_\_.

**CONSULTANT:**

WSP USA, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY:**

CITY OF NORTH KANSAS CITY, MISSOURI

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**DESIGNATED REPRESENTATIVE FOR TASK ORDER**

WSP USA, INC.:

Name:

Title:

Address:

Email:

Phone:

**DESIGNATED REPRESENTATIVE FOR TASK ORDER:**

**CITY:**

Sara Copeland, Director of Community Development

2010 Howell, North Kansas City MO 64116

[scopeland@nkc.org](mailto:scopeland@nkc.org)

816-412-7855

**EXHIBIT C**  
**PROJECT TIME SCHEDULE**

All tasks outlined in Exhibit A Scope of Services/Work shall be complete by March 31, 2022.

**EXHIBIT D – FEE SCHEDULE  
ARMOUR ROAD COMPLETE STREET DESIGN**

The following fee is provided for the completion of the scope of work described in Exhibit A. The project will be billed at a percentage of completion up to the total lump sum fee amount. Subtask fee amounts are provided for reference and shall not be used as basis of payment. The total lump sum fee includes all direct labor required to complete the project, overhead, margin, and reimbursable expenses.

Subtask #1 Fee: Project Management: .....	\$1,440.00
Subtask #2 Fee: Bid Plans Phase 2-4: Incorporate Previous Plans:.....	\$2,950.00
Subtask #3 Fee: Bid Plans Phase 2-4: Mill and Overlay: .....	\$15,150.00
Subtask #4 Fee: Bid Plans Phase 2-4: Curb-side Islands at Gentry and Knox: .....	\$7,970.00
Subtask #5 Fee: Bid Plans Phase 2-4: Macon RRFB Crossing: .....	\$7,340.00

---

**Lump Sum Fee .....** **\$34,850.00**

**Subsequent Task Order Fee Schedule**

As part of this contract future task order work may be performed. These subsequent task order scope items will be performed by employees at the following rates. Rates include direct labor, overhead, and margin. If employees from other disciplines are needed to complete the tasks, then appropriate rates for these employees will be negotiated at the time of the task order execution. Rates do not include direct reimbursable expenses.

Project Accountant.....	\$100/hr
Traffic Engineer .....	\$100/hr
CADD Designer .....	\$110/hr
Construction Inspector .....	\$120/hr
Civil Engineer .....	\$120/hr
Planner .....	\$140/hr
Lead Traffic Engineer .....	\$160/hr
Lead Planner .....	\$185/hr
Principal Civil Engineer.....	\$195/hr

**BILL NO. 7653**

**ORDINANCE NO. 9449**

**AN ORDINANCE AUTHORIZING PAYMENT FOR CERTAIN ACCOUNTS  
DUE AND PAYABLE BY THE CITY THROUGH DECEMBER 3, 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	403,545.56
B. Payroll Transfers	409,991.91
C. Transportation Sales Tax	50,101.01
D. Convention & Tourism	9,149.09
E. Gaming Fund	868,226.18
F. Community Center	—
G. Water Fund	64,007.99
H. Sewerage System Fund	99,041.59
I. Pension Fund	—
J. Northgate Capital Project	—
K. Health Fund	—
L. Communications Fund	—
	<hr/>
	\$ 1,904,063.33
	<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 7th day of December, 2021**

---

*Mayor*

**APPROVED this 7th day of December, 2021**

---

*Mayor*

**ATTEST:**

---

*City Clerk*



## PAYMENT ORDINANCE DETAIL FOR DECEMBER 3, 2021

	VISA WIRE	CHECK/DRAFT	TOTAL
GENERAL FUND	\$ 23,695.19	379,850.37	403,545.56
PARKS & RECREATION	7,784.77	100,208.49	107,993.26
LIBRARY	2,481.10	19,627.33	22,108.43
TRANSPORTATION	12,469.86	37,631.15	50,101.01
CONVENTION & TOURISM	-	9,149.09	9,149.09
GAMING FUND	1,892.96	866,333.22	868,226.18
NORTHGATE CAPITAL PROJECT	-	—	—
HEALTH FUND	-	—	—
WATER	2,757.53	61,250.46	64,007.99
SEWER	2,234.22	96,807.37	99,041.59
COMMUNITY CENTER	-	0.00	—
COMMUNICATIONS FUND	-	0.00	—
PENSION	-	—	—
<b>REPORT SUB-TOTAL</b>	<b>\$ 53,315.63</b>	<b>\$ 1,570,857.48</b>	<b>\$ 1,624,173.11</b>
 <b>PAYROLL TRANSFERS THROUGH DECEMBER 3, 2021</b>			 409,991.91
			<hr/>
<b>Total Payments</b>			<b>\$ 2,034,165.02</b>
Less Parks & Library			(130,101.69)
			<hr/>
<b>ORDINANCE TOTAL</b>			<b>\$ 1,904,063.33</b>
			<hr/> <hr/>



North Kansas City, MO

# Journal Entry Register

Packet: GLPKT12795 - October 2021 Visa Import

Journal:	8427	Controlling Fund:	99	Posting Date:	11/24/2021	Accrual Date:		Added Date:	11/24/2021
Description:	October 2021 Visa Import			JE Type:		Project Account Key	IFT	Adjusting Entry:	N
Account	Account Name	Description	Number:	Check Stock:					Amount
<a href="#">99-1001</a>	CONSOLIDATED CASH	October 2021 Visa Payment	DFT0002844						-53,315.63
	<b>Cash Type:</b> Bank Draft								
<a href="#">20-540-7190</a>	OTHER MAINTENANCE	The Mop Bucket							238.77
<a href="#">20-540-7190</a>	OTHER MAINTENANCE	Grass Pad Barry Road							44.94
<a href="#">20-540-7190</a>	OTHER MAINTENANCE	National Fastener Corp							15.87
<a href="#">20-540-7190</a>	OTHER MAINTENANCE	National Fastener Corp							5.78
<a href="#">20-540-7190</a>	OTHER MAINTENANCE	Lowes 02767							62.20
<a href="#">20-540-7050</a>	UNIFORMS	White Cap 125							216.22
<a href="#">20-540-7190</a>	OTHER MAINTENANCE	Lowes 02767							13.68
<a href="#">20-540-7120</a>	EQUIPMENT MAINTENANCE	Vioc 050117							49.98
<a href="#">20-540-7190</a>	OTHER MAINTENANCE	Border States Industries							126.87
<a href="#">20-540-7190</a>	OTHER MAINTENANCE	The Mop Bucket							55.50
<a href="#">20-540-7110</a>	BUILDING MAINTENANCE	Westlake Hardware 078							15.99
<a href="#">20-540-7110</a>	BUILDING MAINTENANCE	The Mop Bucket							146.62
<a href="#">20-540-7190</a>	OTHER MAINTENANCE	Office Essentials							49.80
<a href="#">20-540-7190</a>	OTHER MAINTENANCE	Lowes 02767							33.06
<a href="#">20-540-7190</a>	OTHER MAINTENANCE	Dog Waste Depot							489.95
<a href="#">20-540-7190</a>	OTHER MAINTENANCE	The Home Depot 3008							81.27
<a href="#">10-515-7026</a>	ANIMAL CONTROL EXPENSE	Parkville Animal Wellnes							123.04
<a href="#">10-515-7026</a>	ANIMAL CONTROL EXPENSE	Parkville Animal Wellnes							550.00
<a href="#">10-515-7026</a>	ANIMAL CONTROL EXPENSE	Parkville Animal Wellnes							383.90
<a href="#">10-515-7026</a>	ANIMAL CONTROL EXPENSE	Kc Pet Food							222.53
<a href="#">10-515-7026</a>	ANIMAL CONTROL EXPENSE	Parkville Animal Wellnes							149.50
<a href="#">10-515-5426</a>	TRAINING/TRAVEL APPOINTED	Stewarts On The Strip							13.63
<a href="#">10-515-5426</a>	TRAINING/TRAVEL APPOINTED	The Office Break Room							22.00
<a href="#">10-515-5426</a>	TRAINING/TRAVEL APPOINTED	Sergios li							27.99
<a href="#">10-515-5426</a>	TRAINING/TRAVEL APPOINTED	Camden On The Lake Resort							-34.16
<a href="#">10-515-5426</a>	TRAINING/TRAVEL APPOINTED	Camden On The Lake Resort							587.16
<a href="#">10-515-7026</a>	ANIMAL CONTROL EXPENSE	Parkville Animal Wellnes							139.50
<a href="#">10-515-7026</a>	ANIMAL CONTROL EXPENSE	The Mop Bucket							48.03
<a href="#">10-515-7026</a>	ANIMAL CONTROL EXPENSE	Parkville Animal Wellnes							223.04
<a href="#">10-515-7026</a>	ANIMAL CONTROL EXPENSE	Parkville Animal Wellnes							194.12
<a href="#">10-515-7026</a>	ANIMAL CONTROL EXPENSE	Target 00013888							29.67
<a href="#">10-515-7026</a>	ANIMAL CONTROL EXPENSE	Cvs pharmacy 08543							12.79
<a href="#">10-525-7001</a>	OFFICE SUPPLIES	Amzn Mktp Us							14.98
<a href="#">10-525-7001</a>	OFFICE SUPPLIES	Amzn Mktp Us							20.98
<a href="#">10-525-7001</a>	OFFICE SUPPLIES	Amazon Com 2y1is0gt1 Amzn							20.57
<a href="#">10-515-7050</a>	UNIFORMS	Galls							93.60
<a href="#">10-515-7120</a>	EQUIPMENT MAINTENANCE	Amzn Mktp Us							93.00
<a href="#">10-515-7025</a>	CANINE UNIT EXPENSE	Deogi Pointe							150.00
<a href="#">10-515-7025</a>	CANINE UNIT EXPENSE	Feldmans Farm And Home							67.99
<a href="#">10-515-7050</a>	UNIFORMS	Galls							140.80
<a href="#">10-515-7020</a>	DETENTION SUPPLIES	Qt 228							1.99
<a href="#">10-515-7050</a>	UNIFORMS	Galls							140.80
<a href="#">10-515-6220</a>	DUES & MEMBERSHIPS	Apco International Inc							56.00
<a href="#">10-533-5470</a>	EMPLOYEE RECRUITMENT	Jobtarget							24.00
<a href="#">10-505-7001</a>	OFFICE SUPPLIES	Tj Maxx 394							14.11
<a href="#">10-505-6090</a>	PROFESSIONAL SERVICES	Usps Po 2842340116							27.10
<a href="#">10-505-5426</a>	TRAINING/TRAVEL APPOINTED	Clay County Economic Deve							60.00
<a href="#">10-505-5427</a>	TRAINING & TRAVEL - ELECTED	Clay County Economic Deve							60.00
<a href="#">10-533-5470</a>	EMPLOYEE RECRUITMENT	Ezregister							350.00
<a href="#">10-505-5427</a>	TRAINING & TRAVEL - ELECTED	Scimecas Online Retail M							127.44

## Journal Entry Register

Packet: GLPKT12795 - October 2021 Visa Import

Account	Account Name	Description	Project Account Key	IFT	Amount
<a href="#">10-515-7140</a>	VEHICLE MAINTENANCE	Goodyear Auto Svs Ct 4352			52.70
<a href="#">10-515-7050</a>	UNIFORMS	Galls			140.80
<a href="#">10-521-7023</a>	SAFETY SUPPLIES	White Cap 125			172.47
<a href="#">10-515-7050</a>	UNIFORMS	Galls			179.99
<a href="#">10-505-7001</a>	OFFICE SUPPLIES	Officemax Depot 6306			30.13
<a href="#">10-505-7090</a>	MISCELLANEOUS EXPENSE	Jimmy Johns 2157 E			145.95
<a href="#">10-505-5426</a>	TRAINING/TRAVEL APPOINTED	Hyatt Regency Portland			225.04
<a href="#">10-505-6030</a>	OTHER LEGAL COSTS	4te clay Co Mo Recorder P			119.93
<a href="#">10-515-6395</a>	OTHER SERVICES	Fedex			29.06
<a href="#">10-505-7090</a>	MISCELLANEOUS EXPENSE	Hy Vee Dotcom Wdm 6002			139.60
<a href="#">10-505-7001</a>	OFFICE SUPPLIES	Allstatenotarysupplies Co			52.68
<a href="#">10-505-5426</a>	TRAINING/TRAVEL APPOINTED	North Kansas City Busi			22.00
<a href="#">10-505-5427</a>	TRAINING & TRAVEL - ELECTED	North Kansas City Busi			22.00
<a href="#">10-505-5426</a>	TRAINING/TRAVEL APPOINTED	North Kansas City Busi			132.00
<a href="#">10-505-5426</a>	TRAINING/TRAVEL APPOINTED	North Kansas City Busi			44.00
<a href="#">22-580-7050</a>	UNIFORMS	E Edwards Work Wear Kan			268.16
<a href="#">22-580-7140</a>	VEHICLE MAINTENANCE	Oreilly Auto Parts 1661			50.44
<a href="#">22-580-7050</a>	UNIFORMS	Feldmans Farm And Home			230.83
<a href="#">22-580-7110</a>	BUILDING MAINTENANCE	Sherwin Williams 707484			34.68
<a href="#">22-580-7050</a>	UNIFORMS	Feldmans Farm And Home			22.99
<a href="#">22-580-7050</a>	UNIFORMS	E Edwards Work Wear (Kan			148.50
<a href="#">22-580-7140</a>	VEHICLE MAINTENANCE	Oreilly Auto Parts 1661			138.16
<a href="#">22-580-7001</a>	OFFICE SUPPLIES	Officemax Depot 6306			13.36
<a href="#">22-580-7110</a>	BUILDING MAINTENANCE	Lowes 02767			94.02
<a href="#">22-580-7140</a>	VEHICLE MAINTENANCE	Sq t E Co Inc			593.50
<a href="#">22-580-7110</a>	BUILDING MAINTENANCE	Key Refrigeration Spy 6			58.88
<a href="#">22-580-7140</a>	VEHICLE MAINTENANCE	Oreilly Auto Parts 1661			17.98
<a href="#">22-580-7140</a>	VEHICLE MAINTENANCE	Advance Auto Parts 7562			8.99
<a href="#">22-580-7110</a>	BUILDING MAINTENANCE	Northland Feed			11.53
<a href="#">22-580-7140</a>	VEHICLE MAINTENANCE	Kc Bobcat			105.79
<a href="#">10-521-7050</a>	UNIFORMS	Feldmans Farm And Home			219.95
<a href="#">10-521-7050</a>	UNIFORMS	J And R Shoes Inc			150.00
<a href="#">10-521-7050</a>	UNIFORMS	Feldmans Farm And Home			-139.97
<a href="#">22-580-7185</a>	STREET SIGN REPLACEMENT	The Work Zone			238.62
<a href="#">10-521-7110</a>	BUILDING MAINTENANCE	Lowes 02767			115.90
<a href="#">10-521-7050</a>	UNIFORMS	Feldmans Farm And Home			119.97
<a href="#">10-521-7140</a>	VEHICLE MAINTENANCE	Advance Auto Parts 7562			4.49
<a href="#">10-526-7140</a>	VEHICLE MAINTENANCE	Tidal Wave Auto Spa Ant			15.00
<a href="#">10-526-6220</a>	DUES & MEMBERSHIPS	Intl Code Council Inc			165.00
<a href="#">10-526-5426</a>	TRAINING/TRAVEL APPOINTED	Intl Code Council Inc			145.00
<a href="#">10-515-7050</a>	UNIFORMS	La Police Gear Inc			182.94
<a href="#">10-515-7120</a>	EQUIPMENT MAINTENANCE	The Home Depot 3008			39.54
<a href="#">21-550-7370</a>	BOOKS	Amzn Mktp Us			14.52
<a href="#">21-550-7320</a>	CHILDREN'S PROGRAMS	Amzn Mktp Us			11.92
<a href="#">10-515-5426</a>	TRAINING/TRAVEL APPOINTED	Little Store Cafe			154.00
<a href="#">10-515-7050</a>	UNIFORMS	Galls			131.94
<a href="#">10-515-7050</a>	UNIFORMS	Galls			131.94
<a href="#">61-570-7140</a>	VEHICLE MAINTENANCE	Amzn Mktp Us			36.90
<a href="#">61-570-7023</a>	SAFETY SUPPLIES	Amazon Com 278nj71t1 Amzn			128.03
<a href="#">61-570-7050</a>	UNIFORMS	Amazon Com 276ax8e91			217.20
<a href="#">61-570-7060</a>	LABORATORY SUPPLIES	Cpi coleparmerinstrumt			424.46
<a href="#">61-570-7023</a>	SAFETY SUPPLIES	Amazon Com 2794z87f2 Amzn			127.79
<a href="#">61-570-7090</a>	OTHER SUPPLIES	Amzn Mktp Us			102.87
<a href="#">61-570-7090</a>	OTHER SUPPLIES	Amzn Mktp Us			102.55
<a href="#">61-570-7060</a>	LABORATORY SUPPLIES	Cpi coleparmerinstrumt			177.73
<a href="#">61-570-7023</a>	SAFETY SUPPLIES	Amazon Com ft0bv5po3			65.48
<a href="#">22-580-7050</a>	UNIFORMS	Feldmans Farm And Home			181.95
<a href="#">22-580-7050</a>	UNIFORMS	Boot Barn 210			292.48
<a href="#">22-580-7001</a>	OFFICE SUPPLIES	Officemax Depot 6306			145.99
<a href="#">22-580-7185</a>	STREET SIGN REPLACEMENT	The Work Zone			421.14
<a href="#">22-580-7110</a>	BUILDING MAINTENANCE	A N Hdwe			29.97

## Journal Entry Register

Packet: GLPKT12795 - October 2021 Visa Import

Account	Account Name	Description	Project Account Key	IFT	Amount
<a href="#">22-580-7140</a>	VEHICLE MAINTENANCE	Glen Jims Discount Tire			91.86
<a href="#">22-580-7185</a>	STREET SIGN REPLACEMENT	The Work Zone			139.04
<a href="#">22-580-7140</a>	VEHICLE MAINTENANCE	Advance Auto Parts 7562			23.98
<a href="#">22-580-7140</a>	VEHICLE MAINTENANCE	Oreilly Auto Parts 1661			59.94
<a href="#">10-521-7110</a>	BUILDING MAINTENANCE	Lowes 02767			125.88
<a href="#">10-515-7028</a>	TACTICAL/AMMUNITION	Midwayusa Com			215.72
<a href="#">10-515-5426</a>	TRAINING/TRAVEL APPOINTED	Paypal			15.00
<a href="#">10-515-7140</a>	VEHICLE MAINTENANCE	Goodyear Auto Svs Ct 4352			67.70
<a href="#">10-515-7022</a>	RANGE SUPPLIES	Bosserts			19.95
<a href="#">10-515-6395</a>	OTHER SERVICES	The Home Depot 3008			20.86
<a href="#">10-515-7050</a>	UNIFORMS	Galls			127.96
<a href="#">10-515-7050</a>	UNIFORMS	Galls			5.00
<a href="#">10-515-7022</a>	RANGE SUPPLIES	Midwayusa Com			57.61
<a href="#">10-526-7050</a>	UNIFORMS	Galls			65.00
<a href="#">10-510-7014</a>	QUARTERS MAINTENANCE	Lowes 02767			16.68
<a href="#">10-526-7050</a>	UNIFORMS	Galls			212.99
<a href="#">10-510-7014</a>	QUARTERS MAINTENANCE	Amzn Mktp Us			129.10
<a href="#">10-510-6050</a>	PUBLIC RELATIONS	D Agee And Co Florist			112.00
<a href="#">10-510-5426</a>	TRAINING/TRAVEL APPOINTED	Donut King			27.00
<a href="#">10-510-5426</a>	TRAINING/TRAVEL APPOINTED	Donut King			29.60
<a href="#">10-510-5426</a>	TRAINING/TRAVEL APPOINTED	Chicken N Pickle			109.95
<a href="#">60-560-7023</a>	SAFETY SUPPLIES	E Edwards Work Wear (Kan			256.50
<a href="#">60-560-5426</a>	TRAINING/TRAVEL APPOINTED	Mo Dept Of Nat Resorc			21.25
<a href="#">10-515-5426</a>	TRAINING/TRAVEL APPOINTED	In arrowhead Scientific			127.45
<a href="#">10-515-7050</a>	UNIFORMS	Galls			299.98
<a href="#">10-510-5426</a>	TRAINING/TRAVEL APPOINTED	Froggys Fog			152.75
<a href="#">10-510-5426</a>	TRAINING/TRAVEL APPOINTED	National Pen Co Llc			272.00
<a href="#">10-510-5426</a>	TRAINING/TRAVEL APPOINTED	Fire Dept Training Networ			300.00
<a href="#">10-510-5426</a>	TRAINING/TRAVEL APPOINTED	Froggys Fog			-4.54
<a href="#">10-510-5426</a>	TRAINING/TRAVEL APPOINTED	Froggys Fog			-1.61
<a href="#">10-510-5426</a>	TRAINING/TRAVEL APPOINTED	Froggys Fog			-1.61
<a href="#">10-515-7020</a>	DETENTION SUPPLIES	Qt 153			6.48
<a href="#">10-515-6050</a>	PUBLIC RELATIONS	Cvs pharmacy 08543			124.95
<a href="#">10-515-6050</a>	PUBLIC RELATIONS	Sq ice Ice Baby Hawaiian			325.00
<a href="#">10-515-6050</a>	PUBLIC RELATIONS	Phillips 66 Snappy Stor			43.92
<a href="#">10-515-5426</a>	TRAINING/TRAVEL APPOINTED	Paypal			15.00
<a href="#">60-560-7060</a>	LABORATORY SUPPLIES	Hach Company			205.00
<a href="#">60-560-7060</a>	LABORATORY SUPPLIES	Hach Company			210.95
<a href="#">60-560-7060</a>	LABORATORY SUPPLIES	Hach Company			383.98
<a href="#">60-560-7060</a>	LABORATORY SUPPLIES	Hach Company			114.00
<a href="#">10-510-7014</a>	QUARTERS MAINTENANCE	Lowes 01565			26.54
<a href="#">10-510-6050</a>	PUBLIC RELATIONS	Lowes 02767			53.27
<a href="#">10-510-7013</a>	FIRE PREVENTION	Officemax Depot 6306			14.99
<a href="#">10-510-6050</a>	PUBLIC RELATIONS	Vinyl Striping Com			61.25
<a href="#">21-550-6455</a>	AUTOMATION SERVICES	Eig			90.25
<a href="#">21-550-6347</a>	ADVERTISING - NOT EMPLOYME...	Lifestyle Publications			750.00
<a href="#">10-510-7120</a>	EQUIPMENT MAINTENANCE	Amzn Mktp Us			75.97
<a href="#">10-510-7140</a>	VEHICLE MAINTENANCE	Advance Auto Parts 7562			227.76
<a href="#">10-510-7140</a>	VEHICLE MAINTENANCE	Amzn Mktp Us			82.32
<a href="#">21-550-5426</a>	TRAINING/TRAVEL APPOINTED	Ezregister			75.00
<a href="#">21-550-6455</a>	AUTOMATION SERVICES	Eset Www Eset Com			1,362.90
<a href="#">21-550-7370</a>	BOOKS	Amazon Com 2y0434um2 Amzn			17.99
<a href="#">21-550-7360</a>	CATALOGING & PROCESSING	Demco Inc			88.45
<a href="#">21-550-5426</a>	TRAINING/TRAVEL APPOINTED	Equinoxoli			35.00
<a href="#">21-550-7320</a>	CHILDREN'S PROGRAMS	Amzn Mktp Us			35.07
<a href="#">20-540-7090</a>	OTHER SUPPLIES	Epic Sports			141.32
<a href="#">20-540-6620</a>	SPECIAL PARK EVENTS	Amzn Mktp Us			14.49
<a href="#">20-540-6620</a>	SPECIAL PARK EVENTS	Amzn Mktp Us			15.99
<a href="#">20-540-6620</a>	SPECIAL PARK EVENTS	Amzn Mktp Us			24.75
<a href="#">20-540-6620</a>	SPECIAL PARK EVENTS	Fun Express			43.16
<a href="#">20-540-6620</a>	SPECIAL PARK EVENTS	Amzn Mktp Us			73.42

## Journal Entry Register

Packet: GLPKT12795 - October 2021 Visa Import

Account	Account Name	Description	Project Account Key	IFT	Amount
<a href="#">20-540-6630</a>	SENIOR TRIPS	Dollar Days International			188.38
<a href="#">20-540-6620</a>	SPECIAL PARK EVENTS	Amzn Mktp Us			6.99
<a href="#">20-540-6630</a>	SENIOR TRIPS	Dollar Tree Inc			181.35
<a href="#">20-540-6630</a>	SENIOR TRIPS	Dollartree			21.00
<a href="#">20-540-6630</a>	SENIOR TRIPS	Dollar Days International			-11.74
<a href="#">20-540-6630</a>	SENIOR TRIPS	Dollar Tree Inc			300.00
<a href="#">20-540-6630</a>	SENIOR TRIPS	Wm Supercenter 234			168.43
<a href="#">20-540-7001</a>	OFFICE SUPPLIES	Amzn Mktp Us			21.98
<a href="#">20-540-6620</a>	SPECIAL PARK EVENTS	Wal Mart 0184			4.34
<a href="#">20-540-6620</a>	SPECIAL PARK EVENTS	Cvs pharmacy 08543			11.99
<a href="#">20-540-6620</a>	SPECIAL PARK EVENTS	Dollar Tree Inc			167.66
<a href="#">20-540-5426</a>	TRAINING/TRAVEL APPOINTED	Doordash applebees Gri			33.92
<a href="#">20-540-6630</a>	SENIOR TRIPS	Sams Club 8207			160.24
<a href="#">20-540-6620</a>	SPECIAL PARK EVENTS	Sams Club 8207			24.48
<a href="#">22-580-7120</a>	EQUIPMENT MAINTENANCE	White Cap 125			278.99
<a href="#">22-580-7050</a>	UNIFORMS	J And R Shoes Inc			150.00
<a href="#">22-580-7185</a>	STREET SIGN REPLACEMENT	Flexpost Inc			485.01
<a href="#">22-580-7050</a>	UNIFORMS	River City Ts Of Missouri			352.56
<a href="#">22-580-7050</a>	UNIFORMS	River City Ts Of Missouri			360.82
<a href="#">22-580-7050</a>	UNIFORMS	River City Ts Of Missouri			634.10
<a href="#">22-580-5426</a>	TRAINING/TRAVEL APPOINTED	Donut King			27.00
<a href="#">60-560-7110</a>	PLANT MAINTENANCE	Lowes 02767			7.35
<a href="#">60-560-7110</a>	PLANT MAINTENANCE	Commercial Industria			247.00
<a href="#">60-560-7110</a>	PLANT MAINTENANCE	Commercial Industria			126.26
<a href="#">60-560-7023</a>	SAFETY SUPPLIES	Grainger			30.91
<a href="#">20-540-7090</a>	OTHER SUPPLIES	Treats Unleashed Sho			240.00
<a href="#">20-540-6620</a>	SPECIAL PARK EVENTS	Kidsoutandabout Com			20.00
<a href="#">20-540-6620</a>	SPECIAL PARK EVENTS	Facebk Dqsv39bxn2			9.29
<a href="#">20-540-7090</a>	OTHER SUPPLIES	Amzn Mktp Us			95.71
<a href="#">20-540-6620</a>	SPECIAL PARK EVENTS	Facebk Dgybx83xn2			35.00
<a href="#">20-540-6620</a>	SPECIAL PARK EVENTS	Facebk J9rwn9kxn2			35.00
<a href="#">20-540-6620</a>	SPECIAL PARK EVENTS	Facebk Ftjmf9txn2			0.71
<a href="#">20-540-6620</a>	SPECIAL PARK EVENTS	Amzn Mktp Us			22.98
<a href="#">20-540-6620</a>	SPECIAL PARK EVENTS	Amzn Mktp Us			208.40
<a href="#">20-540-6620</a>	SPECIAL PARK EVENTS	Amzn Mktp Us			42.78
<a href="#">20-540-7090</a>	OTHER SUPPLIES	Smk			39.00
<a href="#">20-540-7090</a>	OTHER SUPPLIES	Sportsengine			20.50
<a href="#">20-540-7090</a>	OTHER SUPPLIES	Wave heather Schlecta			626.00
<a href="#">20-540-6620</a>	SPECIAL PARK EVENTS	Amzn Mktp Us			138.88
<a href="#">20-540-5426</a>	TRAINING/TRAVEL APPOINTED	Vsi mo Park And Rec			300.00
<a href="#">20-540-6630</a>	SENIOR TRIPS	Fun Express			32.69
<a href="#">20-540-6630</a>	SENIOR TRIPS	Amzn Mktp Us			149.90
<a href="#">20-540-6620</a>	SPECIAL PARK EVENTS	Amzn Mktp Us			53.51
<a href="#">20-540-6630</a>	SENIOR TRIPS	Little Store Cafe			404.00
<a href="#">20-540-7090</a>	OTHER SUPPLIES	S s Worldwide Inc			178.49
<a href="#">20-540-7090</a>	OTHER SUPPLIES	Issuu			19.00
<a href="#">20-540-6220</a>	DUES & MEMBERSHIPS	Zoom Us 888 799 9666			14.99
<a href="#">20-540-7110</a>	BUILDING MAINTENANCE	Netflix Com			13.99
<a href="#">20-540-5426</a>	TRAINING/TRAVEL APPOINTED	North Kansas City Busi			44.00
<a href="#">20-540-6220</a>	DUES & MEMBERSHIPS	Northland Regional Chamb			480.00
<a href="#">20-540-7090</a>	OTHER SUPPLIES	Wave heather Schlecta			818.00
<a href="#">22-580-7185</a>	STREET SIGN REPLACEMENT	The Work Zone			108.64
<a href="#">60-560-7140</a>	VEHICLE MAINTENANCE	Advance Auto Parts 7562			94.97
<a href="#">60-560-7140</a>	VEHICLE MAINTENANCE	Lowes 02767			86.80
<a href="#">10-505-7007</a>	PUBLICATIONS & SUBSCRIPTIONS	Surveymonk T 41482279			384.00
<a href="#">10-505-7001</a>	OFFICE SUPPLIES	Shutterfly Inc			28.77
<a href="#">10-510-7140</a>	VEHICLE MAINTENANCE	Advance Auto Parts 7562			33.58
<a href="#">10-515-7020</a>	DETENTION SUPPLIES	Qt 153			2.99
<a href="#">10-515-7020</a>	DETENTION SUPPLIES	Qt 153			2.99
<a href="#">10-515-7050</a>	UNIFORMS	Galls			46.80
<a href="#">10-515-7050</a>	UNIFORMS	Galls			170.37

Journal Entry Register

Account	Account Name	Description	Project Account Key	IFT	Amount
<a href="#">10-515-7050</a>	UNIFORMS	Galls			46.80
<a href="#">22-580-7110</a>	BUILDING MAINTENANCE	The Home Depot 3008			-19.97
<a href="#">22-580-7110</a>	BUILDING MAINTENANCE	The Home Depot 3008			32.91
<a href="#">22-580-7185</a>	STREET SIGN REPLACEMENT	Lowes 02767			148.20
<a href="#">20-540-7190</a>	OTHER MAINTENANCE	In the Soap Bubble			503.30
<a href="#">22-580-7185</a>	STREET SIGN REPLACEMENT	The Work Zone			487.34
<a href="#">22-580-7185</a>	STREET SIGN REPLACEMENT	The Work Zone			354.76
<a href="#">22-580-7050</a>	UNIFORMS	E Edwards Work Wear (Kan			150.00
<a href="#">22-580-7050</a>	UNIFORMS	Feldmans Farm And Home			169.95
<a href="#">22-580-7023</a>	SAFETY SUPPLIES	The Work Zone			75.00
<a href="#">10-515-7050</a>	UNIFORMS	Govx Inc			114.41
<a href="#">22-580-7110</a>	BUILDING MAINTENANCE	The Home Depot 3008			17.20
<a href="#">22-580-7110</a>	BUILDING MAINTENANCE	A N Hdwe			5.99
<a href="#">22-580-7110</a>	BUILDING MAINTENANCE	A N Hdwe			8.98
<a href="#">22-580-7110</a>	BUILDING MAINTENANCE	Cvs pharmacy 08543			34.98
<a href="#">22-580-7050</a>	UNIFORMS	E Edwards Work Wear (Kan			76.50
<a href="#">22-580-7050</a>	UNIFORMS	Feldmans Farm And Home			76.98
<a href="#">22-580-7050</a>	UNIFORMS	J And R Shoes Inc			150.00
<a href="#">22-580-7110</a>	BUILDING MAINTENANCE	White Cap 125			53.63
<a href="#">22-580-7005</a>	CHEMICALS	The Mop Bucket			22.85
<a href="#">22-580-7110</a>	BUILDING MAINTENANCE	Voss Lighting Kansas Cty			14.80
<a href="#">22-580-7110</a>	BUILDING MAINTENANCE	Lowes 02767			70.56
<a href="#">22-580-7110</a>	BUILDING MAINTENANCE	Klemp Electric Machinery			105.96
<a href="#">22-580-7110</a>	BUILDING MAINTENANCE	Lowes 02767			11.96
<a href="#">22-580-7110</a>	BUILDING MAINTENANCE	Lowes 02767			22.40
<a href="#">22-580-7110</a>	BUILDING MAINTENANCE	Key Refrigeration Spy 6			177.90
<a href="#">22-580-7110</a>	BUILDING MAINTENANCE	The Home Depot 3008			428.04
<a href="#">22-580-7050</a>	UNIFORMS	Feldmans Farm And Home			32.99
<a href="#">22-580-7110</a>	BUILDING MAINTENANCE	A N Hdwe			83.97
<a href="#">10-510-7050</a>	UNIFORMS	Amzn Mktp Us			257.98
<a href="#">10-510-7050</a>	UNIFORMS	Amzn Mktp Us			149.95
<a href="#">10-510-7120</a>	EQUIPMENT MAINTENANCE	Harbor Freight Tools 388			24.99
<a href="#">10-510-7075</a>	GASOLINE	Westlake Hardware 011			45.97
<a href="#">10-510-7120</a>	EQUIPMENT MAINTENANCE	Westlake Hardware 011			45.97
<a href="#">10-510-7050</a>	UNIFORMS	Amazon Com 278910ja0 Amzn			55.49
<a href="#">10-510-7090</a>	OTHER SUPPLIES	Amazon Com 273nl7pj0			901.95
<a href="#">10-510-7050</a>	UNIFORMS	Cvs pharmacy 08543			25.36
<a href="#">10-510-7050</a>	UNIFORMS	Amzn Mktp Us			129.95
<a href="#">10-533-6115</a>	SOFTWARE MAINT & SERVICE	Zoom Us			160.00
<a href="#">25-535-8760</a>	INFORMATION TECHNOLOGY	Cbi altaro	6551		1,035.00
<a href="#">10-515-7050</a>	UNIFORMS	Galls			46.80
<a href="#">10-515-7140</a>	VEHICLE MAINTENANCE	Goodyear Auto Svs Ct 4352			52.70
<a href="#">10-515-7140</a>	VEHICLE MAINTENANCE	Goodyear Auto Svs Ct 4352			52.70
<a href="#">10-515-7140</a>	VEHICLE MAINTENANCE	Goodyear Auto Svs Ct 4352			677.74
<a href="#">10-533-6395</a>	OTHER SERVICES	The Home Depot 3008			961.20
<a href="#">10-525-7001</a>	OFFICE SUPPLIES	Amazon Com 275w37ob0			145.59
<a href="#">10-525-7001</a>	OFFICE SUPPLIES	Chicago Books Journals			34.50
<a href="#">10-525-7001</a>	OFFICE SUPPLIES	11x17			84.02
<a href="#">22-580-7140</a>	VEHICLE MAINTENANCE	Thoroughbred Ford			960.78
<a href="#">10-525-5426</a>	TRAINING/TRAVEL APPOINTED	Halfmoon Education			289.00
<a href="#">60-560-7050</a>	UNIFORMS	Feldmans Farm And Home			238.92
<a href="#">60-560-7090</a>	OTHER SUPPLIES	Lowes 02767			31.96
<a href="#">60-560-7090</a>	OTHER SUPPLIES	A N Hdwe			225.97
<a href="#">60-560-7210</a>	MINOR EQUIPMENT	Lowes 02767			162.14
<a href="#">60-560-7090</a>	OTHER SUPPLIES	Harbor Freight Tools 388			60.91
<a href="#">60-560-7050</a>	UNIFORMS	Feldmans Farm And Home			96.88
<a href="#">61-570-7090</a>	OTHER SUPPLIES	Lowes 02767			24.98
<a href="#">61-570-7001</a>	OFFICE SUPPLIES	Officemax Depot 6306			158.36
<a href="#">61-570-7050</a>	UNIFORMS	Feldmans Farm And Home			304.33
<a href="#">61-570-7140</a>	VEHICLE MAINTENANCE	Oreilly Auto Parts 1661			29.99
<a href="#">10-515-7020</a>	DETENTION SUPPLIES	Qt 228			7.97

## Journal Entry Register

Packet: GLPKT12795 - October 2021 Visa Import

Account	Account Name	Description	Project Account Key	IFT	Amount
<a href="#">10-515-7050</a>	UNIFORMS	Galls			62.44
<a href="#">10-515-7050</a>	UNIFORMS	Galls			55.15
<a href="#">10-515-7050</a>	UNIFORMS	Galls			99.00
<a href="#">25-535-8760</a>	INFORMATION TECHNOLOGY	Amzn Mktp Us	6551		539.98
<a href="#">25-535-8760</a>	INFORMATION TECHNOLOGY	Amzn Mktp Us	6551		29.95
<a href="#">25-535-8760</a>	INFORMATION TECHNOLOGY	Amzn Mktp Us	6551		29.99
<a href="#">10-505-7001</a>	OFFICE SUPPLIES	Amazon Com lv7dz84i3			10.52
<a href="#">10-505-7001</a>	OFFICE SUPPLIES	Lowes 02767			-20.89
<a href="#">10-505-7001</a>	OFFICE SUPPLIES	Lowes 02767			235.69
<a href="#">10-505-7001</a>	OFFICE SUPPLIES	Lowes 02767			-23.94
<a href="#">25-535-8760</a>	INFORMATION TECHNOLOGY	Amazon Com 2y08l6952 Amzn	6551		232.58
<a href="#">25-535-8760</a>	INFORMATION TECHNOLOGY	Amzn Mktp Us	6551		25.46
<a href="#">10-515-5426</a>	TRAINING/TRAVEL APPOINTED	Johnny Rockets 225			22.72
<a href="#">10-515-5426</a>	TRAINING/TRAVEL APPOINTED	Lux Public House			24.38
<a href="#">10-515-5426</a>	TRAINING/TRAVEL APPOINTED	Luxor Front Desk			186.91
<a href="#">10-515-5426</a>	TRAINING/TRAVEL APPOINTED	Lux starbucks lobby			10.73
<a href="#">10-515-5426</a>	TRAINING/TRAVEL APPOINTED	Lux starbucks lobby			11.05
<a href="#">10-515-7140</a>	VEHICLE MAINTENANCE	Arc Auto Inc			308.60
<a href="#">10-515-7140</a>	VEHICLE MAINTENANCE	Goodyear Auto Svs Ct 4352			53.81
<a href="#">60-560-7023</a>	SAFETY SUPPLIES	Amazon Com 2722g8xs2			65.83
<a href="#">60-560-7023</a>	SAFETY SUPPLIES	Amzn Mktp Us			89.95
<a href="#">10-521-6220</a>	DUES & MEMBERSHIPS	Mo Dmv			79.15
<a href="#">22-580-7185</a>	STREET SIGN REPLACEMENT	The Work Zone			170.28
<a href="#">10-526-7001</a>	OFFICE SUPPLIES	Amzn Mktp Us			146.35
<a href="#">10-526-7050</a>	UNIFORMS	Www Vistaprint Com			-10.52
<a href="#">10-526-7001</a>	OFFICE SUPPLIES	Amzn Mktp Us			85.23
<a href="#">10-526-7001</a>	OFFICE SUPPLIES	Amzn Mktp Us			7.39
<a href="#">10-526-7001</a>	OFFICE SUPPLIES	Amzn Mktp Us			55.98
<a href="#">10-506-7001</a>	OFFICE SUPPLIES	Amazon Com 2c4l84r52			535.20
<a href="#">10-515-6050</a>	PUBLIC RELATIONS	In identitylinks Inc			313.05
<a href="#">10-515-7001</a>	OFFICE SUPPLIES	Amzn Mktp Us			9.99
<a href="#">10-515-6050</a>	PUBLIC RELATIONS	Costco Whse 1268			17.11
<a href="#">10-515-7001</a>	OFFICE SUPPLIES	Officemax Officedept 6874			238.80
<a href="#">10-515-6050</a>	PUBLIC RELATIONS	Hy Vee Kansas City 1321			65.00
<a href="#">10-515-7001</a>	OFFICE SUPPLIES	Amzn Mktp Us			139.96
<a href="#">10-515-6050</a>	PUBLIC RELATIONS	Hy Vee Gladstone 1219			279.44
<a href="#">10-515-7001</a>	OFFICE SUPPLIES	Officemax Officedept 6874			319.96
<a href="#">10-515-7001</a>	OFFICE SUPPLIES	Officemax Depot 6306			120.99
<a href="#">10-515-7001</a>	OFFICE SUPPLIES	Officemax Officedept 6874			211.98
<a href="#">10-515-7050</a>	UNIFORMS	Galls			189.60
<a href="#">10-515-7050</a>	UNIFORMS	Galls			55.05
<a href="#">10-515-7050</a>	UNIFORMS	Galls			57.66
<a href="#">10-515-7050</a>	UNIFORMS	Galls			139.82
<a href="#">10-515-7050</a>	UNIFORMS	Galls			131.94
<a href="#">61-570-7060</a>	LABORATORY SUPPLIES	Environmental Resource			117.20
<a href="#">61-570-7060</a>	LABORATORY SUPPLIES	Midland Scientific Inc			167.36
<a href="#">61-570-7140</a>	VEHICLE MAINTENANCE	Advance Auto Parts 7562			48.99
<a href="#">10-515-7050</a>	UNIFORMS	Galls			304.92
<a href="#">10-510-5426</a>	TRAINING/TRAVEL APPOINTED	National Registry Emt			20.00
<a href="#">10-521-7110</a>	BUILDING MAINTENANCE	Kansas City Air Filter			104.64
<a href="#">10-521-7110</a>	BUILDING MAINTENANCE	Lowes 02767			65.96
<a href="#">10-521-7110</a>	BUILDING MAINTENANCE	Lowes 02767			17.00
<a href="#">10-521-7110</a>	BUILDING MAINTENANCE	Border States Industries			116.17
<a href="#">10-521-7050</a>	UNIFORMS	E Edwards Work Wear (Kan			180.00
<a href="#">10-521-7110</a>	BUILDING MAINTENANCE	Abc Supply 0304			24.98
<a href="#">10-521-7110</a>	BUILDING MAINTENANCE	Kc Windustrial Co			161.31
<a href="#">10-521-7110</a>	BUILDING MAINTENANCE	Abc Supply 0304			13.58
<a href="#">10-521-7110</a>	BUILDING MAINTENANCE	Reeves Wiedeman Rivers			86.68
<a href="#">10-521-7050</a>	UNIFORMS	J And R Shoes Inc			140.24
<a href="#">10-521-7110</a>	BUILDING MAINTENANCE	Voss Lighting Kansas Cty			90.22
<a href="#">10-521-7110</a>	BUILDING MAINTENANCE	Lowes 02767			12.97

## Journal Entry Register

Packet: GLPKT12795 - October 2021 Visa Import

Account	Account Name	Description	Project Account Key	IFT	Amount
<a href="#">10-521-7110</a>	BUILDING MAINTENANCE	Sherwin Williams 707282			67.60
<a href="#">10-521-7110</a>	BUILDING MAINTENANCE	Lowes 02767			23.96
<a href="#">10-510-7010</a>	FIREFIGHTING SUPPLIES	Amzn Mktp Us			49.99
<a href="#">10-510-7013</a>	FIRE PREVENTION	Lowes 02767			22.72
<a href="#">10-510-7014</a>	QUARTERS MAINTENANCE	Firedeptcoffee Com			170.98
<a href="#">10-510-7010</a>	FIREFIGHTING SUPPLIES	Amzn Mktp Us			100.95
<a href="#">10-510-5426</a>	TRAINING/TRAVEL APPOINTED	Ezregister			99.00
<a href="#">10-510-7013</a>	FIRE PREVENTION	kevins Car Wash			39.99
<a href="#">10-510-7013</a>	FIRE PREVENTION	Save A Lot 60048			30.72
<a href="#">10-510-7013</a>	FIRE PREVENTION	Save A Lot 60048			32.82
<a href="#">10-510-7014</a>	QUARTERS MAINTENANCE	Amazon Com ay6fy71p3			21.25
<a href="#">10-510-7014</a>	QUARTERS MAINTENANCE	Amazon Com 2178h85I3			9.71
<a href="#">10-510-7014</a>	QUARTERS MAINTENANCE	Amazon Com 636540w23			7.69
<a href="#">10-510-5426</a>	TRAINING/TRAVEL APPOINTED	Alabama Fire College And			570.00
<a href="#">10-510-7014</a>	QUARTERS MAINTENANCE	Amzn Mktp Us			17.50
<a href="#">10-521-7182</a>	HOLIDAY DECORATIONS	Dollartree			14.00
<a href="#">10-521-6220</a>	DUES & MEMBERSHIPS	Mo Dmv			42.25
<a href="#">10-521-7050</a>	UNIFORMS	Feldmans Farm And Home			204.95
<a href="#">10-521-7050</a>	UNIFORMS	Orscheln Kearney 94			184.99
<a href="#">10-521-7050</a>	UNIFORMS	Boot Barn 210			116.99
<a href="#">10-521-7160</a>	PUBLIC SPACES MAINTENANCE	Sq larrys Nursery			24.99
<a href="#">10-521-7050</a>	UNIFORMS	Feldmans Farm And Home			19.99
<a href="#">10-521-7110</a>	BUILDING MAINTENANCE	The Home Depot 3008			37.68
<a href="#">10-521-7110</a>	BUILDING MAINTENANCE	Lowes 02767			38.86
<a href="#">10-521-7160</a>	PUBLIC SPACES MAINTENANCE	Lowes 02767			17.94
<a href="#">22-580-7183</a>	STREET REPAIR MATERIALS	Sherwin Williams 707484			520.00
<a href="#">10-521-7140</a>	VEHICLE MAINTENANCE	Advance Auto Parts 7562			81.98
<a href="#">22-580-7183</a>	STREET REPAIR MATERIALS	Lowes 02767			191.94
<a href="#">10-521-7140</a>	VEHICLE MAINTENANCE	Oreilly Auto Parts 1661			347.52
<a href="#">10-521-7110</a>	BUILDING MAINTENANCE	Menards 3342			53.97
<a href="#">10-521-7110</a>	BUILDING MAINTENANCE	Menards 3342			-17.99
<a href="#">10-515-7050</a>	UNIFORMS	Galls			57.66
<a href="#">22-580-7050</a>	UNIFORMS	E Edwards Work Wear Kan			90.00
<a href="#">22-580-7050</a>	UNIFORMS	E Edwards Work Wear Kan			311.48
<a href="#">22-580-7050</a>	UNIFORMS	E Edwards Work Wear Kan			423.86
<a href="#">22-580-7110</a>	BUILDING MAINTENANCE	Harbor Freight Tools 388			30.97
<a href="#">22-580-7120</a>	EQUIPMENT MAINTENANCE	Aaa Lawnmower Sales Ser			609.98
<a href="#">22-580-7050</a>	UNIFORMS	Feldmans Farm And Home			149.99
<a href="#">22-580-7185</a>	STREET SIGN REPLACEMENT	The Work Zone			327.80
<a href="#">22-580-7110</a>	BUILDING MAINTENANCE	Lowes 02767			14.76
<a href="#">22-580-6020</a>	DUES & MEMBERSHIPS	Mo Dmv			13.25
<a href="#">22-580-7001</a>	OFFICE SUPPLIES	Officemax Depot 6306			40.99
<a href="#">10-1001</a>	CASH	October 2021 Visa Import		Y	-23,695.19
<a href="#">20-1001</a>	CASH	October 2021 Visa Import		Y	-7,784.77
<a href="#">21-1001</a>	CASH	October 2021 Visa Import		Y	-2,481.10
<a href="#">22-1001</a>	CASH	October 2021 Visa Import		Y	-12,469.86
<a href="#">25-1001</a>	CASH	October 2021 Visa Import		Y	-1,892.96
<a href="#">60-1001</a>	CASH	October 2021 Visa Import		Y	-2,757.53
<a href="#">61-1001</a>	CASH	October 2021 Visa Import		Y	-2,234.22
<a href="#">99-2999</a>	DUE TO OTHER FUNDS	October 2021 Visa Import		Y	1,892.96
<a href="#">99-2999</a>	DUE TO OTHER FUNDS	October 2021 Visa Import		Y	2,234.22
<a href="#">99-2999</a>	DUE TO OTHER FUNDS	October 2021 Visa Import		Y	2,481.10
<a href="#">99-2999</a>	DUE TO OTHER FUNDS	October 2021 Visa Import		Y	2,757.53
<a href="#">99-2999</a>	DUE TO OTHER FUNDS	October 2021 Visa Import		Y	7,784.77
<a href="#">99-2999</a>	DUE TO OTHER FUNDS	October 2021 Visa Import		Y	12,469.86
<a href="#">99-2999</a>	DUE TO OTHER FUNDS	October 2021 Visa Import		Y	23,695.19

## Account Summary

Account	Account Name	Debits	Credits	Amount
<a href="#">10-1001</a>	CASH	0.00	23,695.19	-23,695.19
<a href="#">10-505-5426</a>	TRAINING/TRAVEL APPOINTED	483.04	0.00	483.04
<a href="#">10-505-5427</a>	TRAINING & TRAVEL - ELECTED	209.44	0.00	209.44
<a href="#">10-505-6030</a>	OTHER LEGAL COSTS	119.93	0.00	119.93
<a href="#">10-505-6090</a>	PROFESSIONAL SERVICES	27.10	0.00	27.10
<a href="#">10-505-7001</a>	OFFICE SUPPLIES	371.90	44.83	327.07
<a href="#">10-505-7007</a>	PUBLICATIONS & SUBSCRIPTIONS	384.00	0.00	384.00
<a href="#">10-505-7090</a>	MISCELLANEOUS EXPENSE	285.55	0.00	285.55
<a href="#">10-506-7001</a>	OFFICE SUPPLIES	535.20	0.00	535.20
<a href="#">10-510-5426</a>	TRAINING/TRAVEL APPOINTED	1,580.30	7.76	1,572.54
<a href="#">10-510-6050</a>	PUBLIC RELATIONS	226.52	0.00	226.52
<a href="#">10-510-7010</a>	FIREFIGHTING SUPPLIES	150.94	0.00	150.94
<a href="#">10-510-7013</a>	FIRE PREVENTION	141.24	0.00	141.24
<a href="#">10-510-7014</a>	QUARTERS MAINTENANCE	399.45	0.00	399.45
<a href="#">10-510-7050</a>	UNIFORMS	618.73	0.00	618.73
<a href="#">10-510-7075</a>	GASOLINE	45.97	0.00	45.97
<a href="#">10-510-7090</a>	OTHER SUPPLIES	901.95	0.00	901.95
<a href="#">10-510-7120</a>	EQUIPMENT MAINTENANCE	146.93	0.00	146.93
<a href="#">10-510-7140</a>	VEHICLE MAINTENANCE	343.66	0.00	343.66
<a href="#">10-515-5426</a>	TRAINING/TRAVEL APPOINTED	1,218.02	34.16	1,183.86
<a href="#">10-515-6050</a>	PUBLIC RELATIONS	1,168.47	0.00	1,168.47
<a href="#">10-515-6220</a>	DUES & MEMBERSHIPS	56.00	0.00	56.00
<a href="#">10-515-6395</a>	OTHER SERVICES	49.92	0.00	49.92
<a href="#">10-515-7001</a>	OFFICE SUPPLIES	1,041.68	0.00	1,041.68
<a href="#">10-515-7020</a>	DETENTION SUPPLIES	22.42	0.00	22.42
<a href="#">10-515-7022</a>	RANGE SUPPLIES	77.56	0.00	77.56
<a href="#">10-515-7025</a>	CANINE UNIT EXPENSE	217.99	0.00	217.99
<a href="#">10-515-7026</a>	ANIMAL CONTROL EXPENSE	2,076.12	0.00	2,076.12
<a href="#">10-515-7028</a>	TACTICAL/AMMUNITION	215.72	0.00	215.72
<a href="#">10-515-7050</a>	UNIFORMS	3,154.17	0.00	3,154.17
<a href="#">10-515-7120</a>	EQUIPMENT MAINTENANCE	132.54	0.00	132.54
<a href="#">10-515-7140</a>	VEHICLE MAINTENANCE	1,265.95	0.00	1,265.95
<a href="#">10-521-6220</a>	DUES & MEMBERSHIPS	121.40	0.00	121.40
<a href="#">10-521-7023</a>	SAFETY SUPPLIES	172.47	0.00	172.47
<a href="#">10-521-7050</a>	UNIFORMS	1,337.08	139.97	1,197.11
<a href="#">10-521-7110</a>	BUILDING MAINTENANCE	1,157.36	17.99	1,139.37
<a href="#">10-521-7140</a>	VEHICLE MAINTENANCE	433.99	0.00	433.99
<a href="#">10-521-7160</a>	PUBLIC SPACES MAINTENANCE	42.93	0.00	42.93
<a href="#">10-521-7182</a>	HOLIDAY DECORATIONS	14.00	0.00	14.00
<a href="#">10-525-5426</a>	TRAINING/TRAVEL APPOINTED	289.00	0.00	289.00
<a href="#">10-525-7001</a>	OFFICE SUPPLIES	320.64	0.00	320.64
<a href="#">10-526-5426</a>	TRAINING/TRAVEL APPOINTED	145.00	0.00	145.00
<a href="#">10-526-6220</a>	DUES & MEMBERSHIPS	165.00	0.00	165.00
<a href="#">10-526-7001</a>	OFFICE SUPPLIES	294.95	0.00	294.95
<a href="#">10-526-7050</a>	UNIFORMS	277.99	10.52	267.47
<a href="#">10-526-7140</a>	VEHICLE MAINTENANCE	15.00	0.00	15.00
<a href="#">10-533-5470</a>	EMPLOYEE RECRUITMENT	374.00	0.00	374.00
<a href="#">10-533-6115</a>	SOFTWARE MAINT & SERVICE	160.00	0.00	160.00
<a href="#">10-533-6395</a>	OTHER SERVICES	961.20	0.00	961.20
<a href="#">20-1001</a>	CASH	0.00	7,784.77	-7,784.77
<a href="#">20-540-5426</a>	TRAINING/TRAVEL APPOINTED	377.92	0.00	377.92
<a href="#">20-540-6220</a>	DUES & MEMBERSHIPS	494.99	0.00	494.99
<a href="#">20-540-6620</a>	SPECIAL PARK EVENTS	953.82	0.00	953.82
<a href="#">20-540-6630</a>	SENIOR TRIPS	1,605.99	11.74	1,594.25
<a href="#">20-540-7001</a>	OFFICE SUPPLIES	21.98	0.00	21.98
<a href="#">20-540-7050</a>	UNIFORMS	216.22	0.00	216.22
<a href="#">20-540-7090</a>	OTHER SUPPLIES	2,178.02	0.00	2,178.02
<a href="#">20-540-7110</a>	BUILDING MAINTENANCE	176.60	0.00	176.60
<a href="#">20-540-7120</a>	EQUIPMENT MAINTENANCE	49.98	0.00	49.98

Journal Entry Register

Packet: GLPKT12795 - October 2021 Visa Import

Account	Account Name	Debits	Credits	Amount
<a href="#">20-540-7190</a>	OTHER MAINTENANCE	1,720.99	0.00	1,720.99
<a href="#">21-1001</a>	CASH	0.00	2,481.10	-2,481.10
<a href="#">21-550-5426</a>	TRAINING/TRAVEL APPOINTED	110.00	0.00	110.00
<a href="#">21-550-6347</a>	ADVERTISING - NOT EMPLOYMENT	750.00	0.00	750.00
<a href="#">21-550-6455</a>	AUTOMATION SERVICES	1,453.15	0.00	1,453.15
<a href="#">21-550-7320</a>	CHILDREN'S PROGRAMS	46.99	0.00	46.99
<a href="#">21-550-7360</a>	CATALOGING & PROCESSING	88.45	0.00	88.45
<a href="#">21-550-7370</a>	BOOKS	32.51	0.00	32.51
<a href="#">22-1001</a>	CASH	0.00	12,469.86	-12,469.86
<a href="#">22-580-5426</a>	TRAINING/TRAVEL APPOINTED	27.00	0.00	27.00
<a href="#">22-580-6020</a>	DUES & MEMBERSHIPS	13.25	0.00	13.25
<a href="#">22-580-7001</a>	OFFICE SUPPLIES	200.34	0.00	200.34
<a href="#">22-580-7005</a>	CHEMICALS	22.85	0.00	22.85
<a href="#">22-580-7023</a>	SAFETY SUPPLIES	75.00	0.00	75.00
<a href="#">22-580-7050</a>	UNIFORMS	4,274.14	0.00	4,274.14
<a href="#">22-580-7110</a>	BUILDING MAINTENANCE	1,344.09	19.97	1,324.12
<a href="#">22-580-7120</a>	EQUIPMENT MAINTENANCE	888.97	0.00	888.97
<a href="#">22-580-7140</a>	VEHICLE MAINTENANCE	2,051.42	0.00	2,051.42
<a href="#">22-580-7183</a>	STREET REPAIR MATERIALS	711.94	0.00	711.94
<a href="#">22-580-7185</a>	STREET SIGN REPLACEMENT	2,880.83	0.00	2,880.83
<a href="#">25-1001</a>	CASH	0.00	1,892.96	-1,892.96
<a href="#">25-535-8760</a>	INFORMATION TECHNOLOGY	1,892.96	0.00	1,892.96
<a href="#">60-1001</a>	CASH	0.00	2,757.53	-2,757.53
<a href="#">60-560-5426</a>	TRAINING/TRAVEL APPOINTED	21.25	0.00	21.25
<a href="#">60-560-7023</a>	SAFETY SUPPLIES	443.19	0.00	443.19
<a href="#">60-560-7050</a>	UNIFORMS	335.80	0.00	335.80
<a href="#">60-560-7060</a>	LABORATORY SUPPLIES	913.93	0.00	913.93
<a href="#">60-560-7090</a>	OTHER SUPPLIES	318.84	0.00	318.84
<a href="#">60-560-7110</a>	PLANT MAINTENANCE	380.61	0.00	380.61
<a href="#">60-560-7140</a>	VEHICLE MAINTENANCE	181.77	0.00	181.77
<a href="#">60-560-7210</a>	MINOR EQUIPMENT	162.14	0.00	162.14
<a href="#">61-1001</a>	CASH	0.00	2,234.22	-2,234.22
<a href="#">61-570-7001</a>	OFFICE SUPPLIES	158.36	0.00	158.36
<a href="#">61-570-7023</a>	SAFETY SUPPLIES	321.30	0.00	321.30
<a href="#">61-570-7050</a>	UNIFORMS	521.53	0.00	521.53
<a href="#">61-570-7060</a>	LABORATORY SUPPLIES	886.75	0.00	886.75
<a href="#">61-570-7090</a>	OTHER SUPPLIES	230.40	0.00	230.40
<a href="#">61-570-7140</a>	VEHICLE MAINTENANCE	115.88	0.00	115.88
<a href="#">99-1001</a>	CONSOLIDATED CASH	0.00	53,315.63	-53,315.63
<a href="#">99-2999</a>	DUE TO OTHER FUNDS	53,315.63	0.00	53,315.63

Journal Summary

Journal Count:	1
Entry Count:	412
Debits:	106,918.20
Credits:	-106,918.20

Project Account Summary

Account Key	Debits	Credits	Amount
6551	1,892.96	0.00	1,892.96
<b>Total Project Account Distribution:</b>	<b>1,892.96</b>	<b>0.00</b>	<b>1,892.96</b>



North Kansas City, MO

# Expense Approval Report

## By Segment (Select Below)

Payment Dates 11/17/2021 - 12/8/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
THE GUARDIAN LIFE INSURAN	Dental Dec 2021	11/18/2021	COBRA DENTAL	10-1106	39.07
THE GUARDIAN LIFE INSURAN	Dental Dec 2021	11/18/2021	EE DENTAL	10-2245	1,497.70
THE GUARDIAN LIFE INSURAN	Dental Dec 2021	11/18/2021	EE DENTAL	20-2245	57.48
THE GUARDIAN LIFE INSURAN	Dental Dec 2021	11/18/2021	EE DENTAL	21-2245	40.56
THE GUARDIAN LIFE INSURAN	Dental Dec 2021	11/18/2021	EE DENTAL	22-2245	78.88
THE GUARDIAN LIFE INSURAN	Dental Dec 2021	11/18/2021	EE DENTAL	60-2245	109.82
THE GUARDIAN LIFE INSURAN	Dental Dec 2021	11/18/2021	EE DENTAL	61-2245	53.30
VISION SERVICE PLAN INSURA	VSP December 2021	11/18/2021	RETIREE PREMIUM	10-1106	15.84
VISION SERVICE PLAN INSURA	VSP December 2021	11/18/2021	VSP PREMIUM	10-2255	2,223.27
VISION SERVICE PLAN INSURA	VSP December 2021	11/18/2021	VSP PREMIUM	20-2255	98.73
VISION SERVICE PLAN INSURA	VSP December 2021	11/18/2021	VSP PREMIUM	21-2255	25.87
VISION SERVICE PLAN INSURA	VSP December 2021	11/18/2021	VSP PREMIUM	22-2255	98.20
VISION SERVICE PLAN INSURA	VSP December 2021	11/18/2021	VSP PREMIUM	60-2255	156.28
VISION SERVICE PLAN INSURA	VSP December 2021	11/18/2021	VSP PREMIUM	61-2255	115.10
AMERICAN FAMILY LIFE ASSU	AFLAC DEC 2021	11/22/2021	AMERICAN FAMILY LIFE ASSU	10-2249	4,976.76
AMERICAN FAMILY LIFE ASSU	AFLAC DEC 2021	11/22/2021	AMERICAN FAMILY LIFE ASSU	10-2254	2,250.16
AMERICAN FAMILY LIFE ASSU	AFLAC DEC 2021	11/22/2021	AMERICAN FAMILY LIFE ASSU	20-2249	204.24
AMERICAN FAMILY LIFE ASSU	AFLAC DEC 2021	11/22/2021	AMERICAN FAMILY LIFE ASSU	20-2254	73.40
AMERICAN FAMILY LIFE ASSU	AFLAC DEC 2021	11/22/2021	AMERICAN FAMILY LIFE ASSU	22-2249	52.00
AMERICAN FAMILY LIFE ASSU	AFLAC DEC 2021	11/22/2021	AMERICAN FAMILY LIFE ASSU	22-2254	116.22
AMERICAN FAMILY LIFE ASSU	AFLAC DEC 2021	11/22/2021	AMERICAN FAMILY LIFE ASSU	60-2249	286.28
AMERICAN FAMILY LIFE ASSU	AFLAC DEC 2021	11/22/2021	AMERICAN FAMILY LIFE ASSU	60-2254	68.52
AMERICAN FAMILY LIFE ASSU	AFLAC DEC 2021	11/22/2021	AMERICAN FAMILY LIFE ASSU	61-2249	184.66
AMERICAN FAMILY LIFE ASSU	AFLAC DEC 2021	11/22/2021	AMERICAN FAMILY LIFE ASSU	61-2254	75.64
BLUE CROSS BLUE SHIELD OF	BCBS Dec 2021	11/22/2021	RETIREE PORTION HEALTH	10-1106	3,928.28
BLUE CROSS BLUE SHIELD OF	BCBS Dec 2021	11/22/2021	EE HEALTH PREM	10-2247	32,646.50
BLUE CROSS BLUE SHIELD OF	BCBS Dec 2021	11/22/2021	EE HEALTH PREM	20-2247	771.10
BLUE CROSS BLUE SHIELD OF	BCBS Dec 2021	11/22/2021	EE HEALTH PREM	21-2247	901.72
BLUE CROSS BLUE SHIELD OF	BCBS Dec 2021	11/22/2021	EE HEALTH PREM	22-2247	1,787.03
BLUE CROSS BLUE SHIELD OF	BCBS Dec 2021	11/22/2021	EE HALTH	60-2247	2,107.98
BLUE CROSS BLUE SHIELD OF	BCBS Dec 2021	11/22/2021	EE HEALTH PREM	61-2247	909.70
USBANK - INSTITUTIONAL T	INV0001558	11/22/2021	P&F PENSION POLICE-EE	10-2251	2,758.40
USBANK - INSTITUTIONAL T	INV0001558	11/22/2021	P&F PENSION FIRE-EE	10-2251	4,371.71
CITY OF NORTH KANSAS CITY	INV0001559	11/22/2021	FLEX DC	10-2266	333.33
CITY OF NORTH KANSAS CITY	INV0001559	11/22/2021	FLEX MEDICAL	10-2267	940.51
CITY OF NORTH KANSAS CITY	INV0001559	11/22/2021	FLEX MEDICAL	20-2267	218.75
CITY OF NORTH KANSAS CITY	INV0001559	11/22/2021	FLEX MEDICAL	22-2267	41.67
CITY OF NORTH KANSAS CITY	INV0001559	11/22/2021	FLEX MEDICAL	60-2267	104.17
I.A.F.F. LOCAL 42	INV0001560	11/22/2021	PR DEDUCT	10-2268	4,553.12
I.A.F.F. LOCAL 42 PAC	INV0001561	11/22/2021	IAFF, LOCAL 42, PAC	10-2268	83.00
WEST CENTRAL MO REG LOD	INV0001562	11/22/2021	PR DEDUCTS	10-2268	1,461.84
NKC FIRE FIGHTERS COMMUN	INV0001563	11/22/2021	N.K.C. FIRE DEPT POP FUND	10-2265	590.00
UNITED WAY OF GREATER KA	INV0001564	11/22/2021	PR DEDUCTS	10-2260	20.00
NATIONWIDE 457	NW 11-26-21	11/22/2021	NATIONWIDE 457	10-2250	2,269.29
NATIONWIDE 457	NW 11-26-21	11/22/2021	NATIONWIDE 457	10-2258	1,120.00
VOYA 457	VOYA 11-26-21	11/22/2021	VOYA 457	10-2253	2,069.33
ICMA - RC RETIREMENT COM	MSQ 11-26-21	11/24/2021	ICMA - EE	10-2252	8,930.17
ICMA - RC RETIREMENT COM	MSQ 11-26-21	11/24/2021	ICMA - EE	10-2259	1,448.81
ICMA - RC RETIREMENT COM	MSQ 11-26-21	11/24/2021	ICMA - EE	20-2252	39.79
ICMA - RC RETIREMENT COM	MSQ 11-26-21	11/24/2021	ICMA	20-2259	173.08
ICMA - RC RETIREMENT COM	MSQ 11-26-21	11/24/2021	ICMA - EE	22-2252	490.60
ICMA - RC RETIREMENT COM	MSQ 11-26-21	11/24/2021	ICMA - EE	60-2252	464.92
ICMA - RC RETIREMENT COM	MSQ 11-26-21	11/24/2021	ICMA	60-2259	47.54
ICMA - RC RETIREMENT COM	MSQ 11-26-21	11/24/2021	DEFERRED COMP	61-2252	155.82

## Expense Approval Report

Payment Dates: 11/17/2021 - 12/8/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MUTUAL OF OMAHA INSURA	MOO Dec 2021	11/29/2021	LIFE INSURANCE - EE	10-2243	3,181.36
MUTUAL OF OMAHA INSURA	MOO Dec 2021	11/29/2021	LIFE INSURANCE - EE	20-2243	51.00
MUTUAL OF OMAHA INSURA	MOO Dec 2021	11/29/2021	LIFE INSURANCE - EE	22-2243	263.10
MUTUAL OF OMAHA INSURA	MOO Dec 2021	11/29/2021	LIFE INSURANCE - EE	60-2243	62.90
MUTUAL OF OMAHA INSURA	MOO Dec 2021	11/29/2021	LIFE INSURANCE - EE	61-2243	122.10
					<b>92,316.60</b>

**Department: 505 - ADMINISTRATION**

MO DEPT OF REVENUE	11/17/21	11/18/2021	REPLACEMENT TITLE	10-505-6090	14.50
MISSOURI MUNICIPAL LEAGU	200022451	11/18/2021	MML TRAINING	10-505-5426	110.00
BUSINESS JOURNAL PUBLICAT	506889318 11182021-021120	11/18/2021	Renewal of Business Journal f	10-505-7007	145.00
CNA SURETY	68812731 01072022-2023	11/18/2021	Notary Blankey Errors and Om	10-505-6030	195.00
THE GUARDIAN LIFE INSURAN	Dental Dec 2021	11/18/2021	ER DENTAL	10-505-5310	880.95
KANSAS CITY STAR	KCM-400092422 11292021-2	11/18/2021	ANNUAL SUBSCRIPTION	10-505-7007	524.56
BLUE CROSS BLUE SHIELD OF	BCBS Dec 2021	11/22/2021	ER HEALTH PREM	10-505-5310	10,413.92
VOYA 457	VOYA 11-26-21	11/22/2021	VOYA 457	10-505-5210	72.55
VERIZON WIRELESS SVCS LLC	9892842920	11/24/2021	ACCT #985727689-00001	10-505-6735	277.32
MISSOURI LAGERS	LAGERS NOVEMBER 2021	11/24/2021	MISSOURI LAGERS	10-505-5220	8,582.90
ICMA - RC RETIREMENT COM	MSQ 11-26-21	11/24/2021	DEFERRED COMP	10-505-5210	738.36
MUTUAL OF OMAHA INSURA	MOO Dec 2021	11/29/2021	LIFE INSURANCE - ER	10-505-5310	62.76
CIGNA HEALTH & LIFE INS CO	CIGNA DEC 2021	11/30/2021	LTD INSURANCE	10-505-5300	449.00
NECCO COFFEE INC	140116	12/01/2021	coffee	10-505-7001	142.67
OFFICE DEPOT INC	207438986001	12/01/2021	OFFICE SUPPLIES	10-505-7001	59.43
OFFICE DEPOT INC	207449194001	12/01/2021	OFFICE SUPPLIES	10-505-7001	34.22
<b>Department 505 - ADMINISTRATION Total:</b>					<b>22,703.14</b>

**Department: 506 - MUNICIPAL COURT**

THE GUARDIAN LIFE INSURAN	Dental Dec 2021	11/18/2021	ER DENTAL	10-506-5310	70.13
BLUE CROSS BLUE SHIELD OF	BCBS Dec 2021	11/22/2021	ER HEALTH PREM	10-506-5310	1,899.94
TYLER TECHNOLOGIES INC	025-357948	11/24/2021	COURT ANNUAL MAINT FEE	10-506-6115	4,823.94
MISSOURI LAGERS	LAGERS NOVEMBER 2021	11/24/2021	MISSOURI LAGERS	10-506-5220	1,141.96
ICMA - RC RETIREMENT COM	MSQ 11-26-21	11/24/2021	DEFERRED COMP	10-506-5210	122.38
MUTUAL OF OMAHA INSURA	MOO Dec 2021	11/29/2021	LIFE INSURANCE - ER	10-506-5310	14.00
CIGNA HEALTH & LIFE INS CO	CIGNA DEC 2021	11/30/2021	LTD INSURANCE	10-506-5300	52.15
<b>Department 506 - MUNICIPAL COURT Total:</b>					<b>8,124.50</b>

**Department: 507 - ECONOMIC DEVELOPMENT**

CLAY COUNTY ECONOMIC DE	1077	12/01/2021	Membership	10-507-6220	4,000.00
METROMEDIA INC	NCD 2022	12/01/2021	1/4 page ad in Northland Cha	10-507-7006	895.00
<b>Department 507 - ECONOMIC DEVELOPMENT Total:</b>					<b>4,895.00</b>

**Department: 510 - FIRE**

JACKSON LEWIS P.C.	7885879	11/18/2021	FIREFIGHTER UNION NEGOTIA	10-510-6030	600.00
THE GUARDIAN LIFE INSURAN	Dental Dec 2021	11/18/2021	4422.26ER DENTAL	10-510-5310	3,674.14
BLUE CROSS BLUE SHIELD OF	BCBS Dec 2021	11/22/2021	ER HEALTH PREM	10-510-5310	53,213.93
USBANK - INSTITUTIONAL T	INV0001558	11/22/2021	P&F PENSION FIRE-ER	10-510-5220	9,730.58
NATIONWIDE 457	NW 11-26-21	11/22/2021	NATIONWIDE 457	10-510-5210	1,431.63
VOYA 457	VOYA 11-26-21	11/22/2021	VOYA 457	10-510-5210	337.64
MEDICAL EQUIPMENT SOLUTI	11092109	11/23/2021	Monthly Equipment rental ch	10-510-7011	14.00
KC BLUEPRINT & PLAN ROOM	156875	11/23/2021	2022 shift calendar	10-510-7001	225.00
BEST BATTERY SOLUTIONS LLC	30-071218	11/23/2021	New Battery (4)	10-510-7014	580.00
ED M FELD EQUIPMENT CO IN	396410-IN	11/23/2021	Annual Compressor service	10-510-7120	991.85
ADVANCED DATA PROCESSIN	601995	11/23/2021	Ambulance Collections	10-510-6305	2,817.34
RIVER CITY T'S	64699	11/23/2021	Annual FD Ultra-cotton T-shirt	10-510-7050	1,065.95
RIVER CITY T'S	64700	11/23/2021	Annual FD Ultra-cotton T-shirt	10-510-7050	872.75
RIVER CITY T'S	64701	11/23/2021	Annual FD Ultra-cotton T-shirt	10-510-7050	1,535.78
THOROUGHbred FORD INC	703795	11/23/2021	Oil change Service to	10-510-7140	112.85
BOUND TREE MEDICAL LLC	84280992	11/23/2021	Ondansetron & Eye pads Steri	10-510-7011	7.70
BOUND TREE MEDICAL LLC	84283153	11/23/2021	Ondansetron/ Cuff, Tube locki	10-510-7011	7.90
BOUND TREE MEDICAL LLC	84283154	11/23/2021	Ondansetron/ Disolve- Tab 3	10-510-7011	34.41
BOUND TREE MEDICAL LLC	84287223	11/23/2021	Ondansetron	10-510-7011	36.71
BOUND TREE MEDICAL LLC	84287224	11/23/2021	Ondansetron	10-510-7011	36.71
BOUND TREE MEDICAL LLC	84292751	11/23/2021	Sodium Bicarbonate	10-510-7011	80.04

## Expense Approval Report

Payment Dates: 11/17/2021 - 12/8/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BOUND TREE MEDICAL LLC	84292752	11/23/2021	Isolation Kit	10-510-7011	9.64
DH PACE COMPANY INC	862997	11/23/2021	FD Station 1 Door damage by	10-510-7014	6,657.11
GALLS LLC	BC1479834	11/23/2021	Trouser cloth striping	10-510-7050	14.65
GALLS LLC	BC1479879	11/23/2021	Trouser cloth striping x 2	10-510-7050	14.65
GALLS LLC	BC1485883	11/23/2021	Button Removal	10-510-7050	12.00
Across the Street Productions	INV09404	11/23/2021	Blue Card training on-line prg	10-510-5426	346.50
TARGET SOLUTIONS INC	INV37379	11/23/2021	Web/Mobile Fire EMS softwar	10-510-7125	2,800.80
FASTENAL COMPANY	MOKC10717	11/23/2021	Annual replenish Oil Dry	10-510-7010	615.65
CENTRAL JACKSON CO FPD	TC21-205	11/23/2021	Paramedic tuition Butning, M	10-510-5426	1,250.00
BLUE CROSS BLUE SHIELD OF	11/22/21	11/24/2021	PCA INVOICE 11/22/21	10-510-5310	312.65
VERIZON WIRELESS SVCS LLC	9892842920	11/24/2021	ACCT #985727689-00001	10-510-6735	40.57
VERIZON WIRELESS SVCS LLC	9892842920	11/24/2021	ACCT #985727689-00001	10-510-7125	560.14
MISSOURI LAGERS	LAGERS NOVEMBER 2021	11/24/2021	MISSOURI LAGERS	10-510-5220	524.53
ICMA - RC RETIREMENT COM	MSQ 11-26-21	11/24/2021	DEFERRED COMP	10-510-5210	1,654.88
SENIOR FALLS PREVENTION C	02022NKCFD	11/29/2021	Annual Membership - NKC Fir	10-510-6220	20.00
MEDICAL EQUIPMENT SOLUTI	339487	11/29/2021	Oxygen Lot rental	10-510-7011	55.75
MEDICAL EQUIPMENT SOLUTI	339597	11/29/2021	Oxytote - M-12 Oxyt	10-510-7011	26.25
UNION MILL SUPPLY LLC	4593	11/29/2021	Cleaning Solutions Specific	10-510-7014	150.00
CONRAD FIRE EQUIPMENT IN	556236	11/29/2021	Class A FOAM 55 Gallon	10-510-7010	1,705.72
CONRAD FIRE EQUIPMENT IN	556310	11/29/2021	904 Voltage - pressure mainte	10-510-7140	317.01
BOUND TREE MEDICAL LLC	84290890	11/29/2021	Isolation Kiit	10-510-7011	86.76
MUTUAL OF OMAHA INSURA	MOO Dec 2021	11/29/2021	LIFE INSURANCE - ER	10-510-5310	420.00
ROSSMAN ENTERPRISES INC	PSI121-1440	11/29/2021	Exhaust Removal from Station	10-510-8750	9,914.00
CIGNA HEALTH & LIFE INS CO	CIGNA DEC 2021	11/30/2021	LTD INSURANCE	10-510-5300	1,774.42
VOYAGER FLEET SYSTEMS, INC	8692616772148	11/24/2021	SERVICE THRU 02/24/2020 AC	10-510-7075	3,716.40
DR STEVEN L RUSSELL	INV0001569	12/02/2021	Payments for Oct 2021 to Mar	10-510-5480	1,000.00

**Department 510 - FIRE Total: 111,406.99**

## Department: 515 - POLICE

AMERICAN TEXTILE MILLS INC	30808	04/27/2021	PAPER TOWELS	10-515-7001	299.72
AMERICAN TEXTILE MILLS INC	32858	09/30/2021	PAPER TOWELS	10-515-7001	149.86
STOP STICK LTD	0022873-IN	11/18/2021	CORD REELS FOR STICKS	10-515-7120	75.00
Leatham Family LLC	0412884-IN	11/18/2021	RETIREMENT BADGE	10-515-7050	125.00
Forensic Psychology Associate	1085	11/18/2021	DEBRIEF	10-515-6050	450.00
BLUE CROSS BLUE SHIELD OF	11/15/21	11/18/2021	PCA INVOICE 11/15/21	10-515-5310	539.71
FARO Technologies Inc	20432366	11/18/2021	3 YEAR CRASH ZONE	10-515-6110	4,040.00
KUNKEL ENTERPRISES INC	2731-160983	11/18/2021	CAR WASH SOAP	10-515-7140	223.20
AMERICAN TEXTILE MILLS INC	32672	11/18/2021	PAPER TOWELS	10-515-7001	299.72
THE MEDICAL LAUNDRY SERVI	619603, 619798, 619997, 62	11/18/2021	JAIL LAUNDRY 10-20-21	10-515-7020	34.80
THE MEDICAL LAUNDRY SERVI	619603, 619798, 619997, 62	11/18/2021	JAIL LAUNDRY 10-06-21	10-515-7020	34.80
THE MEDICAL LAUNDRY SERVI	619603, 619798, 619997, 62	11/18/2021	JAIL LAUNDRY 09-29-21	10-515-7020	34.80
THE MEDICAL LAUNDRY SERVI	619603, 619798, 619997, 62	11/18/2021	JAIL LAUNDRY 10-13-21	10-515-7020	34.80
CARSTAR NKC LLC	7776	11/18/2021	BODY DAMAGE REPAIR UNIT	10-515-7140	1,197.89
THE GUARDIAN LIFE INSURAN	Dental Dec 2021	11/18/2021	ER DENTAL	10-515-5310	3,719.05
MISSOURI PEACE OFFICERS A	INV0001556	11/18/2021	MPOA DUES	10-515-6220	210.00
CLAY COUNTY SHERIFF DEPT	INV0001557	11/18/2021	PRISONER HOUSING MCNAM	10-515-7020	702.00
BLUE CROSS BLUE SHIELD OF	BCBS Dec 2021	11/22/2021	ER HEALTH PREM	10-515-5310	52,745.93
USBANK - INSTITUTIONAL T	INV0001558	11/22/2021	P&F PENSION POLICE-ER	10-515-5220	6,139.65
VOYA 457	VOYA 11-26-21	11/22/2021	VOYA 457	10-515-5210	145.50
JASON B HODGDON	7038	11/23/2021	BIO DECON (VOMIT) UNIT 613	10-515-7020	95.00
GALLS LLC	BC1350241	11/23/2021	TLR-1 GUN LIGHT	10-515-7050	434.67
GALLS LLC	BC1364615	11/23/2021	UNIFORM SHIRT VASQUEZ	10-515-7050	73.44
GALLS LLC	BC1367220	11/23/2021	UNIFORMS KATIE FILGER	10-515-7050	270.53
GALLS LLC	BC1410844	11/23/2021	UNIFORM SHIRT OJEDA & WEI	10-515-7050	94.32
BLUE CROSS BLUE SHIELD OF	11/22/21	11/24/2021	PCA INVOICE 11/22/21	10-515-5310	181.62
VERIZON WIRELESS SVCS LLC	9892842920	11/24/2021	ACCT #985727689-00001	10-515-6060	520.13
VERIZON WIRELESS SVCS LLC	9892842920	11/24/2021	ACCT #985727689-00001	10-515-6735	539.19
VERIZON WIRELESS SVCS LLC	9892842920	11/24/2021	ACCT #985727689-00001	10-515-7018	40.01
MISSOURI LAGERS	LAGERS NOVEMBER 2021	11/24/2021	MISSOURI LAGERS	10-515-5220	5,867.54
ICMA - RC RETIREMENT COM	MSQ 11-26-21	11/24/2021	DEFERRED COMP	10-515-5210	2,193.50
Push Pedal Pull, Inc	324132	11/29/2021	CT850 TREADMILL	10-515-8750	3,500.00

**Expense Approval Report**

**Payment Dates: 11/17/2021 - 12/8/2021**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
KIESLER POLICE SUPPLY, INC	IN177731	11/29/2021	FORCE ON FORCE 5.56 BOLTS	10-515-8750	3,216.84
KIESLER POLICE SUPPLY, INC	IN177731	11/29/2021	9MM SIMUNITIONS	10-515-8750	1,687.86
MUTUAL OF OMAHA INSURA	MOO Dec 2021	11/29/2021	LIFE INSURANCE - ER	10-515-5310	359.40
NECCO COFFEE INC	138934,139824,140202	11/30/2021	COFFEE 140202	10-515-6395	474.09
NECCO COFFEE INC	138934,139824,140202	11/30/2021	COFFEE 138934	10-515-6395	224.81
NECCO COFFEE INC	138934,139824,140202	11/30/2021	COFFEE 139824	10-515-6395	335.57
GLAD RENTS INC	36888	11/30/2021	PRISONER VAN TOW	10-515-7140	111.55
REJIS COMMISSION	472923	11/30/2021	REJIS NOV 21	10-515-6060	946.58
CIGNA HEALTH & LIFE INS CO	CIGNA DEC 2021	11/30/2021	LTD INSURANCE	10-515-5300	1,448.03
VOYAGER FLEET SYSTEMS, INC	8692616772148	11/24/2021	SERVICE THRU 02/24/2020 AC	10-515-7075	4,165.72
<b>Department 515 - POLICE Total:</b>					<b>97,981.83</b>

**Department: 521 - BUILDINGS & GROUNDS**

AMERICAN TEXTILE MILLS INC	2021-0203	02/18/2021	Was paid by Visa	10-521-7023	-186.36
HI-GENE'S JANITORIAL SVC IN	73038	11/15/2021	Monthly Janitorial for CH and	10-521-6330	1,362.37
HI-GENE'S JANITORIAL SVC IN	73038	11/15/2021	Monthly Janitorial for CH and	10-521-7006	400.33
HI-GENE'S JANITORIAL SVC IN	73039	11/15/2021	Monthly Janitorial for CH and	10-521-6330	483.05
HI-GENE'S JANITORIAL SVC IN	73039	11/15/2021	Monthly Janitorial for CH and	10-521-7006	141.95
COMMERCIAL LAWN CARE IN	3029	11/18/2021	Mowing Ruby Tuesday's	10-521-7160	350.00
COMMERCIAL LAWN CARE IN	3377	11/16/2021	Mowing	10-521-7160	300.00
THE GUARDIAN LIFE INSURAN	Dental Dec 2021	11/18/2021	ER DENTAL	10-521-5310	357.80
BLUE CROSS BLUE SHIELD OF	BCBS Dec 2021	11/22/2021	ER HEALTH PREM	10-521-5310	5,588.57
VOYA 457	VOYA 11-26-21	11/22/2021	VOYA 457	10-521-5210	63.50
VERIZON WIRELESS SVCS LLC	9892842920	11/24/2021	ACCT #985727689-00001	10-521-6735	111.71
VERIZON WIRELESS SVCS LLC	9892842920	11/24/2021	ACCT #985727689-00001	10-521-7210	149.99
MISSOURI LAGERS	LAGERS NOVEMBER 2021	11/24/2021	MISSOURI LAGERS	10-521-5220	2,725.24
ICMA - RC RETIREMENT COM	MSQ 11-26-21	11/24/2021	DEFERRED COMP	10-521-5210	170.14
MUTUAL OF OMAHA INSURA	MOO Dec 2021	11/29/2021	LIFE INSURANCE - ER	10-521-5310	32.56
CIGNA HEALTH & LIFE INS CO	CIGNA DEC 2021	11/30/2021	LTD INSURANCE	10-521-5300	132.00
VOYAGER FLEET SYSTEMS, INC	8692616772148	11/24/2021	SERVICE THRU 02/24/2020 AC	10-521-7075	1,220.39
<b>Department 521 - BUILDINGS &amp; GROUNDS Total:</b>					<b>13,403.24</b>

**Department: 524 - CONVENTION & TOURISM**

SUNBELT RENTALS INC	119132697	11/16/2021	Light Rental for Snake Saturda	24-524-6090	390.00
RL YATES ELECTRIC CO INC	3675	11/16/2021	Power poles for Snake Saturd	24-524-6090	1,200.38
VICTORIA L MEIER-RESSLER	11/19/21	11/24/2021	REIMBUSREMENT FOR MAYO	24-524-6090	404.02
WSP USA INC	1088367	11/29/2021	Task Order 6 for WSP	24-524-8770	7,154.69
<b>Department 524 - CONVENTION &amp; TOURISM Total:</b>					<b>9,149.09</b>

**Department: 525 - PUBLIC WORKS ADMIN**

THE GUARDIAN LIFE INSURAN	Dental Dec 2021	11/18/2021	ER DENTAL	10-525-5310	67.18
BLUE CROSS BLUE SHIELD OF	BCBS Dec 2021	11/22/2021	ER HEALTH PREM	10-525-5310	1,286.63
VOYA 457	VOYA 11-26-21	11/22/2021	VOYA 457	10-525-5210	82.05
VERIZON WIRELESS SVCS LLC	9892842920	11/24/2021	ACCT #985727689-00001	10-525-6735	76.14
MISSOURI LAGERS	LAGERS NOVEMBER 2021	11/24/2021	MISSOURI LAGERS	10-525-5220	2,273.68
MUTUAL OF OMAHA INSURA	MOO Dec 2021	11/29/2021	LIFE INSURANCE - ER	10-525-5310	21.00
CIGNA HEALTH & LIFE INS CO	CIGNA DEC 2021	11/30/2021	LTD INSURANCE	10-525-5300	102.39
VOYAGER FLEET SYSTEMS, INC	8692616772148	11/24/2021	SERVICE THRU 02/24/2020 AC	10-525-7075	397.91
<b>Department 525 - PUBLIC WORKS ADMIN Total:</b>					<b>4,306.98</b>

**Department: 526 - COMMUNITY DEVELOPMENT**

BURLINGTON AUTO REPAIR LL	110521	11/12/2021	2020 Ford Escape Oil Change	10-526-7140	79.00
NECCO COFFEE INC	139743	11/12/2021	CD Necco Encumbrance	10-526-7001	96.97
PROPRINT INC	186166	11/12/2021	Stop Work Order - #50 on car	10-526-7001	48.00
SPRINT SPECTRUM LP	11/10/21	11/18/2021	SERVICE 10/7 TO 11/6	10-526-6735	99.98
TYLER TECHNOLOGIES INC	130-123458	11/18/2021	ETCKET DEVICE AND SOFTWA	10-526-6045	1,059.33
THE GUARDIAN LIFE INSURAN	Dental Dec 2021	11/18/2021	ER DENTAL	10-526-5310	397.37
BLUE CROSS BLUE SHIELD OF	BCBS Dec 2021	11/22/2021	ER HEALTH PREM	10-526-5310	5,596.30
NECCO COFFEE INC	140115	11/23/2021	CD Necco Encumbrance	10-526-7001	131.92
VERIZON WIRELESS SVCS LLC	9892842920	11/24/2021	ACCT #985727689-00001	10-526-6735	322.88
MISSOURI LAGERS	LAGERS NOVEMBER 2021	11/24/2021	MISSOURI LAGERS	10-526-5220	3,569.53
ICMA - RC RETIREMENT COM	MSQ 11-26-21	11/24/2021	DEFERRED COMP	10-526-5210	283.41
MUTUAL OF OMAHA INSURA	MOO Dec 2021	11/29/2021	LIFE INSURANCE - ER	10-526-5310	35.00

## Expense Approval Report

Payment Dates: 11/17/2021 - 12/8/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CIGNA HEALTH & LIFE INS CO	CIGNA DEC 2021	11/30/2021	LTD INSURANCE	10-526-5300	162.64
VOYAGER FLEET SYSTEMS, INC	8692616772148	11/24/2021	SERVICE THRU 02/24/2020 AC	10-526-7075	97.96
<b>Department 526 - COMMUNITY DEVELOPMENT Total:</b>					<b>11,980.29</b>
<b>Department: 533 - INTERDEPARTMENTAL</b>					
Evergy	11/5/21	11/18/2021	Various Accts Pd See Attached	10-533-6710	11,639.45
Forensic Psychology Associate	1096	11/30/2021	STRESS DEBRIEF	10-533-6328	225.00
MCI	05486895	12/02/2021	BILL PAYER ID #93147422	10-533-6730	368.63
TRAVELERS	11/18/21	12/02/2021	MURALS INS COVERAGE	10-533-6310	1,010.00
SPIRE MISSOURI INC	11/23/21	12/02/2021	Various Accounts Paid	10-533-6720	356.95
AT&T	11-19-21	12/02/2021	Service From 6/19-7/18/20 Ac	10-533-6730	371.92
Embrace the Grape LLC	12/1/21	12/02/2021	WELLNESS REWARDS	10-533-6328	5,000.00
US POSTAL SERVICE	12/2/21	12/02/2021	BULK MAILING PERMIT #4166	10-533-7009	3,000.00
North Kansas City Hospital	INV0001567	12/02/2021	Wellness Services	10-533-6328	1,368.00
<b>Department 533 - INTERDEPARTMENTAL Total:</b>					<b>23,339.95</b>
<b>Department: 535 - GAMING</b>					
OLSSON ASSOCIATES	403642	11/23/2021	Burlington Streetscape WO1 t	25-535-8770	37,398.55
MEGA INDUSTRIES CORP	Pay Application No. 13	11/29/2021	Encumbered - Remaining	25-535-8770	820,418.34
Granicus LLC	145635	09/30/2021	NEW WEBSITE CONTRACT	25-535-8760	6,500.00
127 SWIFT LLC	INV0001570	12/02/2021	PARKING LOT (CLAY & SWIFT)	25-535-8770	2,016.33
<b>Department 535 - GAMING Total:</b>					<b>866,333.22</b>
<b>Department: 540 - PARKS &amp; RECREATION</b>					
Gregory K Callahan	11/16/21	11/18/2021	CONTRACT FEEFOR MISTLETO	20-540-6620	450.00
Evergy	11/5/21	11/18/2021	Various Accts Pd See Attached	20-540-6710	2,774.60
FULL NELSON PLUMBING INC	20660273	11/18/2021	METER PIT REBUILD	20-540-7190	5,989.13
The Clark Enersen Partners	323-001-20	09/30/2021	MACKEN PARK BALL DIAMON	20-540-8770	1,500.00
THE GUARDIAN LIFE INSURAN	Dental Dec 2021	11/18/2021	ER DENTAL	20-540-5310	352.79
MEGA INDUSTRIES CORP	project 290	11/18/2021	MACKEN PARK BASEBAL FIELD	20-540-8720	16,055.00
BLUE CROSS BLUE SHIELD OF	BCBS Dec 2021	11/22/2021	ER HEALTH PREM	20-540-5310	3,084.41
VICTORIA L MEIER-RESSLER	11/19/21	11/24/2021	REIMBUSMENT FOR MAYO	20-540-6620	248.07
THE NEW THEATRE COMPANY	11/22/21	11/24/2021	THEATRE TICKETS FOR 28 PEO	20-540-6630	895.00
VERIZON WIRELESS SVCS LLC	9892842920	11/24/2021	ACCT #985727689-00001	20-540-6735	293.43
MISSOURI LAGERS	LAGERS NOVEMBER 2021	11/24/2021	MISSOURI LAGERS	20-540-5220	2,532.64
ICMA - RC RETIREMENT COM	MSQ 11-26-21	11/24/2021	DEFERRED COMP	20-540-5210	126.02
MUTUAL OF OMAHA INSURA	MOO Dec 2021	11/29/2021	LIFE INSURANCE - ER	20-540-5310	42.00
BEARS PRINTING & BINDERY, I	015377	11/30/2021	Mistletowne Market Marketin	20-540-6620	1,240.55
MCCONNELL & ASSOCIATES C	121548	11/30/2021	Concrete Work & Concrete W	20-540-7190	3,700.00
OFFICE DEPOT INC	208958945001	11/30/2021	Office Supplies	20-540-7001	24.02
COMMERCIAL LAWN CARE IN	3401	11/30/2021	Fertilizer and Seed	20-540-7190	1,120.00
CLAYCO ELECTRIC INC	49290	11/30/2021	Globe Socket Kits for Macken	20-540-7190	280.00
EDWARDS CHEMICAL CO	68219	11/30/2021	Chemicals for Sprayground	20-540-7190	620.00
EDWARDS CHEMICAL CO	70383	11/30/2021	Chemicals for Sprayground	20-540-7190	484.45
EDWARDS CHEMICAL CO	71751	11/30/2021	Chemicals for Sprayground	20-540-7190	402.25
HI-GENE'S JANITORIAL SVC IN	73042	11/30/2021	Monthly General Cleaning for	20-540-7110	650.00
IDENTITY MARKETING GROUP	730989	11/30/2021	NKC Red Friday Shirts	20-540-7090	1,471.80
EDWARDS CHEMICAL CO	73105	11/30/2021	Chemicals for Sprayground	20-540-7190	327.85
EDWARDS CHEMICAL CO	74104	11/30/2021	Chemicals for Sprayground	20-540-7190	134.00
CIGNA HEALTH & LIFE INS CO	CIGNA DEC 2021	11/30/2021	LTD INSURANC	20-540-5300	133.04
CLAY COUNTY HEALTH DEPT	INV0001565	11/30/2021	Dagg Park Permit from Clay C	20-540-7190	300.00
SPIRE MISSOURI INC	11/23/21	12/02/2021	Various Accounts Paid	20-540-6720	227.60
AT&T	11-19-21	12/02/2021	Service From 6/19-7/18/20 Ac	20-540-6730	173.50
LODGE OF THE OZARKS	11-30-21	12/02/2021	HOTEL FOR 18 PEOPLE	20-540-6630	3,009.24
DUBLIN WORLDWIDE (BRANS	11-30-21	12/02/2021	SHOW TICKETS FOR 2 SHOWS	20-540-6630	864.28
KEETER CENTER AT COLLEGE	11-30-21	12/02/2021	LUNCH FOR SENIOR TRIP	20-540-6630	478.00
MEGA INDUSTRIES CORP	12/2/21	09/03/2021	PAYMENTS	20-540-8720	38,805.90
MEGA INDUSTRIES CORP	12-2-21	10/13/2021	curbs and gutters	20-540-7190	8,338.34
SILVER DOLLAR CITY ATTRACTI	4677699	12/02/2021	CDS TICKETS FOR SENIOR TRIP	20-540-6630	1,072.00
VOYAGER FLEET SYSTEMS, INC	8692616772148	11/24/2021	SERVICE THRU 02/24/2020 AC	20-540-7075	321.01
<b>Department 540 - PARKS &amp; RECREATION Total:</b>					<b>98,520.92</b>

## Expense Approval Report

Payment Dates: 11/17/2021 - 12/8/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Department: 550 - LIBRARY</b>					
Evergy	11/5/21	11/18/2021	Various Accts Pd See Attached	21-550-6710	4,608.54
THE GUARDIAN LIFE INSURAN	Dental Dec 2021	11/18/2021	ER DENTAL	21-550-5310	249.03
BLUE CROSS BLUE SHIELD OF	BCBS Dec 2021	11/22/2021	ER HEALTH PREM	21-550-5310	1,556.68
MISSOURI LAGERS	LAGERS NOVEMBER 2021	11/24/2021	MISSOURI LAGERS	21-550-5220	1,343.92
COPY CARD CONTROL SYSTE	128032	11/29/2021	MAINT AGREEMENT	21-550-6110	46.81
SUMNERONE INC	3033159	11/29/2021	MAINT AGREEMENT	21-550-6110	22.32
MIDWEST TAPE LLC	501229041	11/29/2021	AUDIOVISUAL	21-550-7340	67.47
MIDWEST TAPE LLC	501245869	11/29/2021	AUDIOVISUAL	21-550-7340	22.49
MIDWEST TAPE LLC	501264809	11/29/2021	AUDIOVISUAL	21-550-7340	12.99
MIDWEST TAPE LLC	501295859	11/29/2021	AUDIOVISUAL	21-550-7340	8.99
MIDWEST TAPE LLC	501295901	11/29/2021	AUDIOVISUAL	21-550-7340	22.49
WELLS FARGO FINANCIAL LEA	5017737374	11/29/2021	MAINT AGREEMENT	21-550-6110	92.00
INGRAM LIBRARY SERVICES	55618166	11/29/2021	BOOKS	21-550-7370	445.98
INGRAM LIBRARY SERVICES	55691258	11/29/2021	BOOKS	21-550-7370	152.61
INGRAM LIBRARY SERVICES	55691259	11/29/2021	BOOKS	21-550-7370	208.24
INGRAM LIBRARY SERVICES	55738652	11/29/2021	BOOKS	21-550-7370	373.31
INGRAM LIBRARY SERVICES	55747304	11/29/2021	BOOKS	21-550-7370	727.03
INGRAM LIBRARY SERVICES	55818918	11/29/2021	BOOKS	21-550-7370	404.67
INGRAM LIBRARY SERVICES	55876236	11/29/2021	BOOKS	21-550-7370	467.61
INGRAM LIBRARY SERVICES	55898583	11/29/2021	BOOKS	21-550-7370	213.74
UNIQUE MANAGEMENT SERV	603645	11/29/2021	SERVICES	21-550-6355	50.00
HI-GENE'S JANITORIAL SVC IN	73040	11/29/2021	CUSTODIAL	21-550-6330	1,335.00
CENGAGE LEARNING INC	76143957	11/29/2021	BOOKS	21-550-7370	123.45
CENGAGE LEARNING INC	76149180	11/29/2021	BOOKS	21-550-7370	69.27
CENGAGE LEARNING INC	76149428	11/29/2021	BOOKS	21-550-7370	64.37
CENGAGE LEARNING INC	76149753	11/29/2021	BOOKS	21-550-7370	139.94
CENGAGE LEARNING INC	76150093	11/29/2021	BOOKS	21-550-7370	34.98
CENGAGE LEARNING INC	76162666	11/29/2021	BOOKS	21-550-7370	24.69
CENGAGE LEARNING INC	76187686	11/29/2021	BOOKS	21-550-7370	24.69
CENGAGE LEARNING INC	76192714	11/29/2021	BOOKS	21-550-7370	46.48
CENGAGE LEARNING INC	76193427	11/29/2021	BOOKS	21-550-7370	91.66
CENGAGE LEARNING INC	76193916	11/29/2021	BOOKS	21-550-7370	39.73
CENGAGE LEARNING INC	76199679	11/29/2021	BOOKS	21-550-7370	49.38
CENGAGE LEARNING INC	76200131	11/29/2021	BOOKS	21-550-7370	40.30
Blackstone Audio Inc.	INV2003191	11/29/2021	AUDIOVISUAL	21-550-7340	149.62
Blackstone Audio Inc.	INV2007069	11/29/2021	AUDIOVISUAL	21-550-7340	240.41
Blackstone Audio Inc.	INV2010431	11/29/2021	AUDIOVISUAL	21-550-7340	75.48
Joy J Hood	JH1121	11/29/2021	ADULT PROGRAM	21-550-7325	114.00
Missouri Evergreen	ME1399	11/29/2021	AUTOMATION SERVICES	21-550-6455	3,991.57
MUTUAL OF OMAHA INSURA	MOO Dec 2021	11/29/2021	LIFE INSURANCE - ER	21-550-5310	21.00
CIGNA HEALTH & LIFE INS CO	CIGNA DEC 2021	11/30/2021	LTD INSURANCE	21-550-5300	54.08
AT&T	11/19/21	12/02/2021	SERVICE 11/19 TO 12/18	21-550-6730	551.41
AT&T	11-19-21	12/02/2021	Service From 6/19-7/18/20 Ac	21-550-6730	173.49
VERIZON WIRELESS SVCS LLC	9893454023	12/02/2021	SERVICE 11/23 TO 12/22	21-550-6730	107.26
<b>Department 550 - LIBRARY Total:</b>					<b>18,659.18</b>
<b>Department: 560 - WATER</b>					
KANSAS CITY WINWATER WO	287977	09/30/2021	Emergency Water Repair	60-560-8770	541.00
RL YATES ELECTRIC CO INC	3518	09/30/2021	Vernon St Generator Repair	60-560-7190	211.25
SCHULTE SUPPLY INC	S1178968.001	09/30/2021	Repair Clamps	60-560-7190	1,122.26
MISSISSIPPI LIME CO	1581520	11/15/2021	Lime	60-560-7005	5,419.07
MISSISSIPPI LIME CO	1581544	11/15/2021	Lime	60-560-7005	5,412.59
MISSISSIPPI LIME CO	1591577	11/15/2021	Lime	60-560-7005	5,427.70
HAWKINS INC	6063599	11/15/2021	Chlorine	60-560-7005	1,456.56
RL YATES ELECTRIC CO INC	3631	11/16/2021	Lime system repair	60-560-8730	211.25
LINDE GAS & EQUIPMENT INC	38910885	11/16/2021	CO2	60-560-7005	4,440.20
SCHULTE SUPPLY INC	S1177387	11/16/2021	Meters	60-560-8750	250.00
SCHULTE SUPPLY INC	S1179014	11/16/2021	Meter box cover key	60-560-7150	39.72
MISSOURI DEPT OF CORRECTI	635703	11/17/2021	City License Plates for Water	60-560-7140	55.38
Evergy	11/5/21	11/18/2021	Various Accts Pd See Attached	60-560-6710	15,966.80

## Expense Approval Report

Payment Dates: 11/17/2021 - 12/8/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
THE GUARDIAN LIFE INSURAN	Dental Dec 2021	11/18/2021	ER DENTAL	60-560-5310	674.05
BLUE CROSS BLUE SHIELD OF	BCBS Dec 2021	11/22/2021	ER HEALTH PREM	60-560-5310	8,431.92
TYLER TECHNOLOGIES INC	025-358531	11/24/2021	UTILITY MONTHLY MAINT.	60-560-6345	40.00
VERIZON WIRELESS SVCS LLC	9892842920	11/24/2021	ACCT #985727689-00001	60-560-6735	469.13
MISSOURI LAGERS	LAGERS NOVEMBER 2021	11/24/2021	MISSOURI LAGERS	60-560-5220	5,815.88
ICMA - RC RETIREMENT COM	MSQ 11-26-21	11/24/2021	DEFERRED COMP	60-560-5210	386.92
MUTUAL OF OMAHA INSURA	MOO Dec 2021	11/29/2021	LIFE INSURANCE - ER	60-560-5310	70.00
CIGNA HEALTH & LIFE INS CO	CIGNA DEC 2021	11/30/2021	LTD INSURANCE	60-560-5300	273.66
MCI	05486895	12/02/2021	BILL PAYER ID #93147422	60-560-6730	73.15
SPIRE MISSOURI INC	11/23/21	12/02/2021	Various Accounts Paid	60-560-6720	404.40
VOYAGER FLEET SYSTEMS, INC	8692616772148	11/24/2021	SERVICE THRU 02/24/2020 AC	60-560-7075	649.16
				<b>Department 560 - WATER Total:</b>	<b>57,842.05</b>

## Department: 570 - WATER POLLUTION CONTROL

AMERICAN TEXTILE MILLS INC	2021-02-03	02/18/2021	Was paid by Visa	61-570-7023	-264.38
KEYSTONE LABORATORIES INC	1E09329	11/10/2021	Lab Testing	61-570-6430	345.00
SCHULTE SUPPLY INC	S1177387	11/16/2021	Meters	61-570-8750	250.00
AT&T	11/3/21	11/18/2021	SERVICE 11/3 TO 12/2	61-570-6730	86.75
Evergy	11/5/21	11/18/2021	Various Accts Pd See Attached	61-570-6710	7,797.57
THE GUARDIAN LIFE INSURAN	Dental Dec 2021	11/18/2021	ER DENTAL	61-570-5310	327.24
BLUE CROSS BLUE SHIELD OF	BCBS Dec 2021	11/22/2021	ER HEALTH PREM	61-570-5310	3,638.79
TYLER TECHNOLOGIES INC	025-358531	11/24/2021	UTILITY MONTHLY MAINT.	61-570-6345	40.00
Evergy	11/17/21	11/24/2021	SERVICE 10/17 TO 11/15	61-570-6710	874.29
VERIZON WIRELESS SVCS LLC	9892842920	11/24/2021	ACCT #985727689-00001	61-570-6735	40.57
MISSOURI LAGERS	LAGERS NOVEMBER 2021	11/24/2021	MISSOURI LAGERS	61-570-5220	2,534.66
ICMA - RC RETIREMENT COM	MSQ 11-26-21	11/24/2021	DEFERRED COMP	61-570-5210	132.72
LETTS, VAN KIRK & ASSOCIATE	15953	09/30/2021	Emergency Pump Station Rep	61-570-8770	78,489.33
MUTUAL OF OMAHA INSURA	MOO Dec 2021	11/29/2021	LIFE INSURANCE - ER	61-570-5310	28.00
CIGNA HEALTH & LIFE INS CO	CIGNA DEC 2021	11/30/2021	LTD INSURANCE	61-570-5300	116.68
MCI	05486895	12/02/2021	BILL PAYER ID #93147422	61-570-6730	73.15
SPIRE MISSOURI INC	11/23/21	12/02/2021	Various Accounts Paid	61-570-6720	458.60
AT&T	11-19-21	12/02/2021	Service From 6/19-7/18/20 Ac	61-570-6730	86.75
VOYAGER FLEET SYSTEMS, INC	8692616772148	11/24/2021	SERVICE THRU 02/24/2020 AC	61-570-7075	135.33
				<b>Department 570 - WATER POLLUTION CONTROL Total:</b>	<b>95,191.05</b>

## Department: 580 - TRANSPORTATION

CUSTOM LIGHTING SERVICES	76-1247764	09/30/2021	Streetlight Locates	22-580-7184	200.00
EQUIPMENTSHARE.COM, INC	1051944-000	11/16/2021	Vehicle Repairs	22-580-7140	175.80
EQUIPMENTSHARE.COM, INC	1199935-000	11/16/2021	Vehicle Repairs	22-580-7140	1,871.51
Discount Tire & Brake Inc	160872	11/16/2021	Dump truck repairs	22-580-7140	1,634.29
CENTRAL SALT LLC	42087	11/16/2021	Ice Control Salt	22-580-7040	14,223.19
Evergy	11/5/21	11/18/2021	Various Accts Pd See Attached	22-580-6710	1,544.27
THE GUARDIAN LIFE INSURAN	Dental Dec 2021	11/18/2021	ER DENTAL	22-580-5310	487.07
BLUE CROSS BLUE SHIELD OF	BCBS Dec 2021	11/22/2021	ER HEALTH PREM	22-580-5310	7,148.11
VERIZON WIRELESS SVCS LLC	9892842920	11/24/2021	ACCT #985727689-00001	22-580-6735	405.70
VERIZON WIRELESS SVCS LLC	9892842920	11/24/2021	ACCT #985727689-00001	22-580-7210	182.48
MISSOURI LAGERS	LAGERS NOVEMBER 2021	11/24/2021	MISSOURI LAGERS	22-580-5220	3,731.72
ICMA - RC RETIREMENT COM	MSQ 11-26-21	11/24/2021	DEFERRED COMP	22-580-5210	373.28
MUTUAL OF OMAHA INSURA	MOO Dec 2021	11/29/2021	LIFE INSURANCE - ER	22-580-5310	56.00
CIGNA HEALTH & LIFE INS CO	CIGNA DEC 2021	11/30/2021	LTD INSURANCE	22-580-5300	175.14
MCI	05486895	12/02/2021	BILL PAYER ID #93147422	22-580-6730	73.15
SPIRE MISSOURI INC	11/23/21	12/02/2021	Various Accounts Paid	22-580-6720	1,269.81
VOYAGER FLEET SYSTEMS, INC	8692616772148	11/24/2021	SERVICE THRU 02/24/2020 AC	22-580-7075	714.75
101 LAND HOLDINGS LLC	INV0001568	12/02/2021	Salt Barn Rent	22-580-6130	437.18
				<b>Department 580 - TRANSPORTATION Total:</b>	<b>34,703.45</b>

Grand Total: 1,570,857.48

## Report Summary

## Fund Summary

Fund	Payment Amount
10 - GENERAL FUND	379,850.37
20 - PARKS & RECREATION	100,208.49
21 - LIBRARY	19,627.33
22 - TRANSPORTATION	37,631.15
24 - CONVENTION & TOURISM	9,149.09
25 - GAMING	866,333.22
60 - WATER FUND	61,250.46
61 - WATER POLLUTION CONTROL	96,807.37
<b>Grand Total:</b>	<b>1,570,857.48</b>

## Account Summary

Account Number	Account Name	Payment Amount
10-1106	RETIREE BC/BS RECEIVA	3,983.19
10-2243	AFTER TAX HEALTH	3,181.36
10-2245	DENTAL PRETAX	1,497.70
10-2247	PRETAX HEALTH	32,646.50
10-2249	AFLAC - PRETAX	4,976.76
10-2250	NATIONWIDE EE CONTRI	2,269.29
10-2251	FIRE & POLICE PENSION	7,130.11
10-2252	ICMA EE CONTRIBUTION	8,930.17
10-2253	ING EE CONTRIBUTION	2,069.33
10-2254	AFLAC - AFTER TAX	2,250.16
10-2255	VISION DEDUCTION	2,223.27
10-2258	ING EE ROTH CONTRIBU	1,120.00
10-2259	ICMA EE ROTH CONTRIB	1,448.81
10-2260	UNITED FUND	20.00
10-2265	COKE PLAN	590.00
10-2266	DEPENDENT CARE	333.33
10-2267	MEDICAL REIMBURSEM	940.51
10-2268	UNION DUES	6,097.96
10-505-5210	CITY PAID DEFERRED CO	810.91
10-505-5220	PENSION EXPENSE	8,582.90
10-505-5300	LONG TERM DISABILITY I	449.00
10-505-5310	HEALTH, DENTAL & LIFE I	11,357.63
10-505-5426	TRAINING/TRAVEL APPO	110.00
10-505-6030	OTHER LEGAL COSTS	195.00
10-505-6090	PROFESSIONAL SERVICE	14.50
10-505-6735	PAGERS & CELL PHONES	277.32
10-505-7001	OFFICE SUPPLIES	236.32
10-505-7007	PUBLICATIONS & SUBSC	669.56
10-506-5210	CITY PAID DEFERRED CO	122.38
10-506-5220	PENSION EXPENSE	1,141.96
10-506-5300	LONG TERM DISABILITY I	52.15
10-506-5310	HEALTH, DENTAL & LIFE I	1,984.07
10-506-6115	SOFTWARE MAINT & SE	4,823.94
10-507-6220	DUES & MEMBERSHIPS	4,000.00
10-507-7006	BUSINESS FORMS	895.00
10-510-5210	CITY PAID DEFERRED CO	3,424.15
10-510-5220	PENSION EXPENSE	10,255.11
10-510-5300	LONG TERM DISABILITY I	1,774.42
10-510-5310	HEALTH, DENTAL & LIFE I	57,620.72
10-510-5426	TRAINING/TRAVEL APPO	1,596.50
10-510-5480	PHYSICIAN FEES	1,000.00
10-510-6030	OTHER LEGAL COSTS	600.00
10-510-6220	DUES & MEMBERSHIPS	20.00
10-510-6305	AMBULANCE BILLING C	2,817.34
10-510-6735	PAGERS & CELL PHONES	40.57

## Account Summary

Account Number	Account Name	Payment Amount
10-510-7001	OFFICE SUPPLIES	225.00
10-510-7010	FIREFIGHTING SUPPLIES	2,321.37
10-510-7011	FIRST AID SUPPLIES	395.87
10-510-7014	QUARTERS MAINTENAN	7,387.11
10-510-7050	UNIFORMS	3,515.78
10-510-7075	GASOLINE	3,716.40
10-510-7120	EQUIPMENT MAINTENA	991.85
10-510-7125	SOFTWARE MAINT & SE	3,360.94
10-510-7140	VEHICLE MAINTENANCE	429.86
10-510-8750	EQUIPMENT	9,914.00
10-515-5210	CITY PAID DEFERRED CO	2,339.00
10-515-5220	PENSION EXPENSE	12,007.19
10-515-5300	LONG TERM DISABILITY I	1,448.03
10-515-5310	HEALTH, DENTAL & LIFE I	57,545.71
10-515-6050	PUBLIC RELATIONS	450.00
10-515-6060	COMPUTER OPERATION	1,466.71
10-515-6110	MAINTENANCE AGREEM	4,040.00
10-515-6220	DUES & MEMBERSHIPS	210.00
10-515-6395	OTHER SERVICES	1,034.47
10-515-6735	PAGERS & CELL PHONES	539.19
10-515-7001	OFFICE SUPPLIES	749.30
10-515-7018	INVESTIGATIVE OPERATI	40.01
10-515-7020	DETENTION SUPPLIES	936.20
10-515-7050	UNIFORMS	997.96
10-515-7075	GASOLINE	4,165.72
10-515-7120	EQUIPMENT MAINTENA	75.00
10-515-7140	VEHICLE MAINTENANCE	1,532.64
10-515-8750	EQUIPMENT	8,404.70
10-521-5210	CITY PAID DEFERRED CO	233.64
10-521-5220	PENSION EXPENSE	2,725.24
10-521-5300	LONG TERM DISABILITY I	132.00
10-521-5310	HEALTH, DENTAL & LIFE I	5,978.93
10-521-6330	CUSTODIAL SERVICES	1,845.42
10-521-6735	PAGERS & CELL PHONES	111.71
10-521-7006	CUSTODIAL SUPPLIES	542.28
10-521-7023	SAFETY SUPPLIES	-186.36
10-521-7075	GASOLINE	1,220.39
10-521-7160	PUBLIC SPACES MAINTEN	650.00
10-521-7210	MINOR EQUIPMENT	149.99
10-525-5210	CITY PAID DEFERRED CO	82.05
10-525-5220	PENSION EXPENSE	2,273.68
10-525-5300	LONG TERM DISABILITY I	102.39
10-525-5310	HEALTH, DENTAL & LIFE I	1,374.81
10-525-6735	PAGERS & CELL PHONES	76.14
10-525-7075	GASOLINE	397.91
10-526-5210	CITY PAID DEFERRED CO	283.41
10-526-5220	PENSION EXPENSE	3,569.53
10-526-5300	LONG TERM DISABILITY I	162.64
10-526-5310	HEALTH, DENTAL & LIFE I	6,028.67
10-526-6045	PLANNING/ZONING	1,059.33
10-526-6735	PAGERS & CELL PHONES	422.86
10-526-7001	OFFICE SUPPLIES	276.89
10-526-7075	GASOLINE	97.96
10-526-7140	VEHICLE MAINTENANCE	79.00
10-533-6310	GENERAL LIABILITY INSU	1,010.00
10-533-6328	EMPLOYEE WELLNESS P	6,593.00
10-533-6710	ELECTRICITY	11,639.45
10-533-6720	GAS	356.95

## Account Summary

Account Number	Account Name	Payment Amount
10-533-6730	TELEPHONE	740.55
10-533-7009	POSTAGE & METER EXPE	3,000.00
20-2243	AFTER TAX HEALTH	51.00
20-2245	DENTAL PRETAX	57.48
20-2247	PRETAX HEALTH	771.10
20-2249	AFLAC - PRETAX	204.24
20-2252	ICMA EE CONTRIBUTION	39.79
20-2254	AFLAC - AFTER TAX	73.40
20-2255	VISION DEDUCTION	98.73
20-2259	ICMA EE ROTH CONTRIB	173.08
20-2267	MEDICAL REIMBURSEM	218.75
20-540-5210	CITY PAID DEFERRED CO	126.02
20-540-5220	PENSION EXPENSE	2,532.64
20-540-5300	LONG TERM DISABILITY I	133.04
20-540-5310	HEALTH, DENTAL & LIFE I	3,479.20
20-540-6620	SPECIAL PARK EVENTS	1,938.62
20-540-6630	SENIOR TRIPS	6,318.52
20-540-6710	ELECTRICITY	2,774.60
20-540-6720	GAS	227.60
20-540-6730	TELEPHONE	173.50
20-540-6735	PAGERS & CELL PHONES	293.43
20-540-7001	OFFICE SUPPLIES	24.02
20-540-7075	GASOLINE	321.01
20-540-7090	OTHER SUPPLIES	1,471.80
20-540-7110	BUILDING MAINTENANC	650.00
20-540-7190	OTHER MAINTENANCE	21,696.02
20-540-8720	BUILDINGS	54,860.90
20-540-8770	INFRASTRUCTURE	1,500.00
21-2245	DENTAL PRETAX	40.56
21-2247	PRETAX HEALTH	901.72
21-2255	VISION DEDUCTION	25.87
21-550-5220	PENSION EXPENSE	1,343.92
21-550-5300	LONG TERM DISABILITY I	54.08
21-550-5310	HEALTH, DENTAL & LIFE I	1,826.71
21-550-6110	MAINTENANCE AGREEM	161.13
21-550-6330	CUSTODIAL SERVICES	1,335.00
21-550-6355	OTHER SERVICES	50.00
21-550-6455	AUTOMATION SERVICES	3,991.57
21-550-6710	ELECTRICITY	4,608.54
21-550-6730	TELEPHONE	832.16
21-550-7325	ADULT PROGRAMMING	114.00
21-550-7340	AUDIOVISUAL	599.94
21-550-7370	BOOKS	3,742.13
22-2243	AFTER TAX HEALTH	263.10
22-2245	DENTAL PRETAX	78.88
22-2247	PRETAX HEALTH	1,787.03
22-2249	AFLAC - PRETAX	52.00
22-2252	ICMA EE CONTRIBUTION	490.60
22-2254	AFLAC - AFTER TAX	116.22
22-2255	VISION DEDUCTION	98.20
22-2267	MEDICAL REIMBURSEM	41.67
22-580-5210	CITY PAID DEFERRED CO	373.28
22-580-5220	PENSION EXPENSE	3,731.72
22-580-5300	LONG TERM DISABILITY I	175.14
22-580-5310	HEALTH, DENTAL & LIFE I	7,691.18
22-580-6130	LEASE/RENTAL AGREEM	437.18
22-580-6710	ELECTRICITY	1,544.27
22-580-6720	GAS	1,269.81

## Account Summary

Account Number	Account Name	Payment Amount
22-580-6730	TELEPHONE	73.15
22-580-6735	PAGERS & CELL PHONES	405.70
22-580-7040	ICE CONTROL MATERIAL	14,223.19
22-580-7075	GASOLINE	714.75
22-580-7140	VEHICLE MAINTENANCE	3,681.60
22-580-7184	TRAFFIC SIGNAL/STREET	200.00
22-580-7210	MINOR EQUIPMENT	182.48
24-524-6090	PROFESSIONAL SERVICE	1,994.40
24-524-8770	INFRASTRUCTURE	7,154.69
25-535-8760	INFORMATION TECHNOL	6,500.00
25-535-8770	INFRASTRUCTURE	859,833.22
60-2243	AFTER TAX HEALTH	62.90
60-2245	DENTAL PRETAX	109.82
60-2247	PRETAX HEALTH	2,107.98
60-2249	AFLAC - PRETAX	286.28
60-2252	ICMA EE MATCH	464.92
60-2254	AFLAC - AFTER TAX	68.52
60-2255	VISION DEDUCTION	156.28
60-2259	ICMA EE ROTH CONTRIB	47.54
60-2267	MEDICAL REIMBURSEM	104.17
60-560-5210	CITY PAID DEFERRED CO	386.92
60-560-5220	PENSION EXPENSE	5,815.88
60-560-5300	LONG TERM DISABILITY I	273.66
60-560-5310	HEALTH, DENTAL & LIFE I	9,175.97
60-560-6345	BANK FEES	40.00
60-560-6710	ELECTRICITY	15,966.80
60-560-6720	GAS	404.40
60-560-6730	TELEPHONE	73.15
60-560-6735	PAGERS & CELL PHONES	469.13
60-560-7005	CHEMICALS	22,156.12
60-560-7075	GASOLINE	649.16
60-560-7140	VEHICLE MAINTENANCE	55.38
60-560-7150	DISTRIBUTION MAINTEN	39.72
60-560-7190	MAINTENANCE OTHER	1,333.51
60-560-8730	BUILDING IMPROVEME	211.25
60-560-8750	EQUIPMENT	250.00
60-560-8770	INFRASTRUCTURE	541.00
61-2243	AFTER TAX HEALTH	122.10
61-2245	DENTAL PRETAX	53.30
61-2247	PRETAX HEALTH	909.70
61-2249	AFLAC - PRETAX	184.66
61-2252	ICMA EE CONTRIBUTION	155.82
61-2254	AFLAC - AFTER TAX	75.64
61-2255	VISION DEDUCTION	115.10
61-570-5210	CITY PAID DEFERRED CO	132.72
61-570-5220	PENSION EXPENSE	2,534.66
61-570-5300	LONG TERM DISABILITY I	116.68
61-570-5310	HEALTH, DENTAL & LIFE I	3,994.03
61-570-6345	BANK FEES	40.00
61-570-6430	LABORATORY FEES	345.00
61-570-6710	ELECTRICITY	8,671.86
61-570-6720	GAS	458.60
61-570-6730	TELEPHONE	246.65
61-570-6735	PAGERS & CELL PHONES	40.57
61-570-7023	SAFETY SUPPLIES	-264.38
61-570-7075	GASOLINE	135.33
61-570-8750	EQUIPMENT	250.00

**Account Summary**

Account Number	Account Name	Payment Amount
61-570-8770	INFRASTRUCTURE	78,489.33
	<b>Grand Total:</b>	<b>1,570,857.48</b>

**Project Account Summary**

Project Account Key	Payment Amount	
**None**	542,948.39	
1010505	9,914.00	
1015500	3,500.00	
1015502	4,904.70	
1262	211.25	
1651	250.00	
2021	250.00	
2612	78,489.33	
290	54,860.90	
5841	7,154.69	
5891	541.00	
6001	37,398.55	
6611	820,418.34	
9302	2,016.33	
9471	1,500.00	
9831	6,500.00	
	<b>Grand Total:</b>	<b>1,570,857.48</b>

**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

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 6<sup>th</sup> and administered almost 100,000 vaccinations to our community. Operations safe had 4,250 volunteers that provided 50,000 plus hours of service. NKCH is closely monitoring CDC guidelines and the health orders through Clay County.

Thank you.



MEMORANDUM

TO: NKC City Council Board of Trustees                      DATE: April 12, 2021

FROM: Stephen L. Reintjes, Sr., M.D.                      RE: COVID Update  
President & CEO

I wanted to provide you with updated information for NKCH. Total COVID patient volume has declined substantially.

Total Active COVID cases: 15  
Total recovering COVID cases: 12  
Total Active COVID patients in the ICU: 3  
Total Active COVID patients on a ventilator: 1

NKCH continues to partner with the other participants of Operation Safe to vaccinate our community together and have administered over 69,000 vaccinations. It is anticipated that Operation Safe will administer approximately 100,000 vaccinations to our community. NKCH is closely monitoring CDC guidelines and has revised the restricted visitor policy.

Thank you.



MEMORANDUM

TO: NKC City Council Board of Trustees                      DATE: March 10, 2021

FROM: Stephen L. Reintjes, Sr., M.D.                      RE: COVID Update  
President & CEO

I wanted to provide you with updated information for NKCH. Total COVID patient volume has declined substantially.

Total Active COVID cases: 8  
Total recovering COVID cases: 19  
Total Active COVID patients in the ICU: 0  
Total Active COVID patients on a ventilator: 0

NKCH continues to partner with the other participants of Operation Safe to vaccinate our community together and have administered 25,000 vaccinations. NKCH is closely monitoring CDC guidelines to determine if changes can be made related to visitor restrictions.

Thank you.

**Minutes of the North Kansas City, Missouri Regular City Council Meeting of  
December 7, 2021**

The City Council met in regular session on Tuesday, December 7, 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  
Sara Copeland, Community Development Director  
Casey Campbell, Human Resources Manager  
Nick Hawkins, Finance Manager  
Stephen Roberts, IT Manager  
Tom Barzee, City Counselor  
Crystal Doss, City Clerk

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

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

The meeting opened with the Pledge of Allegiance.

C. Smith moved to approve the agenda, seconded by C. Roberts. The  
Mayor asked all in favor, all opposed. Mayor declared motion carried.

George Schluter, 800 E. 23<sup>rd</sup> Avenue, 1002 E. 24<sup>th</sup> Avenue, stated he  
was there to discuss Item 19. He stated we should not put money into  
something that may not come to pass.

Roll Call

Opening

Approval of Agenda

Comments from the  
Public

Lauren Wells, 22<sup>nd</sup> and Knox, stated her reasons for opposition to the 23<sup>rd</sup> & Swift development project.

Richard Sheets, 1024 E. 24<sup>th</sup> Avenue, also stated reasons for his opposition to the 23<sup>rd</sup> & Swift development project.

The Consent Agenda contained the following items:

Consent Agenda

Approval of Work Session Minutes of November 16, 2021

Approval of Regular Council Meeting Minutes of November 16, 2021

Appointment of Bri Burrows to the Tim C. Crummett Family Charitable Fund Committee

Reappointment of Kyle Miles to the Industrial Development Authority Board

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

**Consideration of a Resolution Adopting the Recommendations of the Actuary for the Police and Fire Pension Plan for Fiscal Year 2022 (Resolution No. 21-091)**

Resolution No. 21-091 – Actuarial Report on the Police and Fire Pension Fund

Interim City Administrator Kim Nakahodo introduce Traci Christian of McCloud and Associates. Ms. Christian presented the completed 2021 actuarial report for the North Kansas City Police Officers and Firefighters Pension Fund (the Fund). She detailed some of the pertinent information from the report. The continuing sound fiscal management of the Fund has helped to place the Fund on a solid financial footing. As a result, there is no need for the City to provide any additional contributions in the current fiscal year.

C. Smith moved to approve Resolution No. 21-091, seconded by C. Clevenger. Mayor DeLong asked all in favor, all opposed. Mayor DeLong declared the motion carried.

**Consideration of an Ordinance Approving First Amended and Restated Development Agreement By and Between The City of North Kansas City, Missouri, and Star Acquisitions &**

Ordinance No. 9426 – 23<sup>rd</sup> & Swift First Amended and Restated

**Development, LLC, and Star NKC Propco, LLC; and Authorizing the Execution Thereof on Behalf of the City by the Mayor {Bill No. 7629 (Ordinance No. 9426)}**

Development Agreement

Interim City Administrator Nakahodo stated 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. The major change to the Development Agreement is the delay in commencing construction on the Project, as requested by Star in the Development Schedule updated as of November 18, 2021. Star now intends to close its construction loan in March 2022 and begin construction in March or April of 2022. The Schedule of PILOT payments in the Development Agreement (Exhibit B) has been adjusted to reflect the change in the construction schedule. Discussion ensued. C. Smith moved to place Bill No. 7629 on first reading, seconded by C. Roberts. Mayor DeLong asked all in favor, all opposed. Mayor DeLong declared the motion passed. Bill No. 7629 was read. C. Clarke moved that Bill No. 7629 be placed on second and final reading and passed as Ordinance No. 9426, seconded by C. Smith. The roll was called, and the vote was as follows: C. Graves, no – C. Saper, no – C. Tull, yes – C. Smith, yes – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes. Motion carried 6-2. Bill No. 7629 was read. Thereupon Mayor DeLong declared the Bill duly passed. Said Bill was then numbered 9426, was signed and approved by the Mayor and attested by the City Clerk.

**Consideration of an Ordinance Approving a Plan for an Industrial Development Project (23<sup>rd</sup> & 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 {Bill No. 7630 (Ordinance No. 9427)}**

Ordinance No. 9427 –  
23<sup>rd</sup> & Swift Chapter  
100 Plan

Interim City Administrator Nakahodo stated that 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 Applicant to purchase construction materials without paying sales tax on such purchases and will provide tax abatement for approximately 18 years; during the first three 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 in March or April of 2022 and complete construction in June or July of 2024. Discussion ensued. C. Smith moved that Bill No. 7630 be placed on first reading, seconded by C. Roberts. Mayor DeLong asked all in favor, all opposed. Mayor DeLong declared the motion carried. Bill No. 7630 was read. C. Clarke moved that Bill No. 7630 be placed on second and final reading, seconded by C. Smith. The roll was called, and the vote was as follows: C. Graves, no – C. Saper, no – C. Tull, yes – C. Smith, yes – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes. Motion carried, 6-2. Bill No. 7630 was read. Thereupon Mayor DeLong declared the Bill duly passed. Said Bill was then numbered 9426, was signed and approved by the Mayor and attested by the City Clerk.

**Consideration of an Ordinance Adopting and Approving a Contract By and Between the City of North Kansas City, Missouri, and the Kansas City Area Transportation Authority for Public Transportation Services Within the City of North Kansas City, Missouri {Bill No. 7651 (Ordinance No. 9447)}.**

Interim City Administrator Nakahodo stated that before Council is a renewal of the contract between the KCATA and the City for bus service (fixed-route through the city and flex service [point-to-point]) within North Kansas City.) This contract reflects the City Council's direction to adjust the Flex Service hours to 6 a.m. to 6 p.m. and to reinstitute the \$0.25 fare for Flex Service. Aside from the Flex Service adjustments, the contract is virtually the same as previous contracts. Staff recommends approval of the service contract for the period January 1 to December 31, 2022. Discussion ensued. C. Clarke moved that Bill

Ordinance No. 9447 –  
Renewal of Service  
Contract with KCATA  
for Calendar Year 2022  
– Fixed Route and Flex  
Service

No. 7651 be placed on first reading, seconded by C. Clevenger. Mayor DeLong asked all in favor and all opposed. Mayor DeLong declared the motion carried. Bill No. 7651 was read. C. Clarke moved that Bill No. 7651 be placed on second and final reading and passed as Ordinance No. 9447, seconded by C. Smith. The roll was called, and the vote was as follows: C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes. Motion carried 8-0. Bill No. 7651 was read. Thereupon Mayor DeLong declared the Bill duly passed. Said Bill was then numbered 9447, was signed and approved by the Mayor and attested by the City Clerk.

**Consideration of a Resolution Approving a Memorandum of Understanding with Northland Assistance Center for Emergency Cold-Weather Overnight Sheltering Services (Resolution No. 21-090).**

Interim City Administrator Nakahodo asked Fire Chief Dave Hargis to present this item to Council. Chief Hargis stated that Emergency Managers of the regional Houseless Cold-Weather Sheltering workgroup are responsible for preparing overflow protocols for their jurisdictions as needed when extreme weather or other emergencies increase the demand for services. City facilities serve as warming shelters during normal daytime hours; however, the City does not have properly trained staff, staff capacity, nor a suitable or safe facility to operate an overnight shelter. Northland Assistance Center (NAC) possesses the qualifications, capacity, and ability to administer an emergency cold-weather overnight sheltering program for individuals utilizing their relationships with area hotels. The City's Emergency Manager and NAC's Executive Director Rita Pearce have developed a protocol that should emergency responders identify an individual in need of overnight sheltering services that cannot be accommodated by an area registered shelter, NAC will coordinate with local hotels to provide that individual with a room for the night. Before the Council is a Memorandum of Understanding and an accompanying Budget Amendment for the emergency cold-weather overnight sheltering program. Discussion ensued. C. Roberts moved to approve Resolution No. 21-090, seconded by C. Pellumbi. Mayor DeLong asked all in favor, all opposed. Mayor DeLong declared the motion carried.

Resolution No. 21-090  
– Emergency Cold  
Weather Overnight  
Sheltering Services  
Memorandum of  
Understanding with  
Northland Assistance

**Consideration of a Resolution Amending the General Fund Budget for Fiscal Year 2021-2022 in the Amount of \$10,000 for Emergency Cold-Weather Overnight Sheltering Services (Resolution No. 21-089).**

Emergency Managers of the regional Houseless Cold-Weather Sheltering workgroup are responsible for preparing overflow protocols for their jurisdictions as needed when extreme weather or other emergencies increase the demand for services. City facilities serve as warming shelters during normal daytime hours; however, the City does not have properly trained staff, staff capacity, nor a suitable or safe facility to operate an overnight shelter. Northland Assistance Center (NAC) possesses the qualifications, capacity, and ability to administer an emergency cold-weather overnight sheltering program for individuals utilizing their relationships with area hotels. The City's Emergency Manager and NAC's Executive Director Rita Pearce have developed a protocol that should emergency responders identify an individual in need of overnight sheltering services that cannot be accommodated by an area registered shelter, NAC will coordinate with local hotels to provide that individual with a room for the night. Before the Council is a Memorandum of Understanding and an accompanying Budget Amendment for the emergency cold-weather overnight sheltering program. C. Clarke moved to approve Resolution No. 21-089, seconded by C. Pellumbi. Mayor DeLong asked all in favor, all opposed. Mayor DeLong declared the motion carried.

**Consideration of an Ordinance Approving Public Health Order 21-006 Regarding the Wearing of Face Masks in Certain Schools (K-5) Due to Covid-19 in the City of North Kansas City, Missouri, and Authorizing the Extension of the Effective Period of the Current Order 21-005 Dated November 2, 2021, as Modified, From December 18, 2021 Until January 15, 2022 {Bill No. 7654 (Ordinance No. 9450)}**

Mayor DeLong stated that Councilmember Smith has requested that an extension of Mayor DeLong's Emergency Public Health Order No. 21-005 be placed on the City Council Agenda so that the Council may vote to extend the Order from 12:01 a.m. on December 18, 2021, until January 15, 2022, at 12:01 a.m. unless rescinded, extended, modified or amended pursuant to applicable law. Ordinance No. 9450 and Order No. 21-006 have been prepared for the City Council's consideration. Discussion ensued. C. Pellumbi moved that Bill No. 7654 be placed on first reading with the amendment that the schools be changed from K-

Resolution No. 21-089  
– Emergency Cold  
Weather Overnight  
Sheltering Services  
Budget Amendment

Ordinance No. 9450 –  
Emergency Public  
Health Order Extension

5 to K-12, seconded by C. Smith. Mayor DeLong asked all in favor, all opposed. Mayor DeLong declared the motion carried. Bill No. 7654 was read. C. Clarke moved that Bill No. 7654 be placed on second and final reading and passed as Ordinance No. 9450, seconded by C. Pellumbi. The roll was called, and the vote was as follows: C. Graves, no – C. Saper, yes – C. Tull, yes – C. Smith, yes – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes. Motion carried, 7-1. Bill No. 7654 was read. Thereupon Mayor DeLong declared the Bill duly passed. Said Bill was then numbered 9450, was signed and approved by the Mayor and attested by the City Clerk.

**Consideration of an Ordinance Amending Chapter 15.44, "Signs, Billboards, Awnings and Street Clocks" of the Code of the City of North Kansas City, Missouri, by Amending Section 15.44.230, "General Business District" {Bill No. 7652 (Ordinance No. 9448)}.**

Ordinance No. 9448 –  
Sign Ordinance  
Amendments

Interim City Administrator Nakahodo asked Community Development Director Sara Copeland to present this item to Council. Ms. Copeland stated that the City's sign regulations are contained in Chapter 15.44 of the Municipal Code. Similar to the Zoning Ordinance, the sign ordinance divides the City into Sign Districts and establishes requirements for each sign type allowed in each sign district. The purpose of the sign ordinance is to preserve the character of the City, enhance the visual quality of the community, ensure safety, provide for effective communication by businesses, minimize adverse effects of signs, and limit sign clutter. Sign trends and designs are constantly changing, and when staff is aware of issues related to the sign ordinance, staff drafts amendments to the ordinance for consideration by the Council. The proposed amendment to the boundaries of the General Business District would also affect the property at 105 E. 18th Avenue. The change would not result in any substantive changes to the regulations concerning signs for that property, as the regulations for the two districts are substantially similar. Discussion ensued. C. Smith moved that Bill No. 7652 be placed on first reading, seconded by C. Roberts. Mayor DeLong declared the motion carried. C. Bill No. 7652 was read. C. Clarke moved that Bill No. 7652 be placed on second and final reading and passed as Ordinance No. 9448, seconded by C. Pellumbi. The roll was called, and the vote was as follows: C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes. Motion carried, 8-0. Bill No. 7652 was read. Thereupon Mayor DeLong declared the Bill

duly passed. Said Bill was then numbered 9448, was signed and approved by the Mayor and attested by the City Clerk.

**Consideration of a Resolution Authorizing the City to Enter Into a Contract with Northland Festivals for 2022 Snake Saturday Parade and Related Services (Resolution No. 21-088)**

Resolution No. 21-088  
– Snake Saturday  
Agreement

Interim City Administrator Nakahodo ask City Counselor Tom Barzee to present this item to Council. Mr. Barzee stated that the City has previously entered into written contracts with Northland Festivals for the Snake Saturday Parade and related activities. The attached agreement is very similar to the pre-COVID contracts between the City and Northland Festivals for these services, with a few minor changes. J.D. Green of Northland Festivals will be in attendance to answer any questions. C. Roberts moved to approve Resolution No. 21-088, seconded by C. Clevenger. Mayor DeLong asked all in favor, all opposed. Mayor DeLong declared the motion passed.

**Consideration of a Resolution Approving a Professional Services Agreement with WSP USA INC., for Certain Professional Engineering and Related Services Related to the Armour Road Complete Street Project (Resolution No. 21-087)**

Resolution No. 21-087  
– WSP Contract  
Amendment (Armour  
Road) Engineering  
Services for Armour  
Road Complete Street  
Project – Second  
Professional Services  
Agreement

Interim City Administrator Kim Nakahodo asked Community Development Director Copeland to present this item to Council. Ms. Copeland stated that as discussed with the City Council at the September 21, 2021 work session, the remaining work planned for the Armour Road Complete Street has been consolidated into one project that is anticipated to be bid in Spring 2022. These improvements include green conflict zone markings, Fayette right turn lane, left turn signal for eastbound Armour at Iron, bump-out islands at Gentry and Knox, and a mid-block crossing between Macon and Ozark, as well as a mill and overlay for the Armour Road pavement that will be a cooperative project between the City and the NKC Special Road District. While the engineering work for some of these improvements has been completed, the bump-out islands, mid-block crossing, and mill and overlay require additional engineering work to complete construction plans for bidding. This work has been delayed by the fact that the previous professional services agreement with WSP expired earlier this year. The City must enter into a new agreement with WSP for the project engineers to begin work. The contract before the Council is similar to the previous agreement and includes the tasks currently needed to put the remaining improvements out to bid. Discussion

ensued. Mayor DeLong asked all in favor, all opposed. Mayor DeLong declared the motion carried.

**Consideration of an Ordinance Authorizing Payment for Certain Accounts Due and Payable by the City Through December 3, 2021 {Bill No. 7653 (Ordinance No. 9449)}.**

Ordinance No. 9449—  
Approving Accounts  
Due and Payable by  
the City Through  
December 3, 2021

C. Smith moved that Bill No. 7653 be placed on first reading, seconded by C. Clevenger. Mayor DeLong asked all in favor and all opposed. Mayor DeLong declared the motion carried. Bill No. 7653 was read. C. Clarke moved that Bill No. 7653 be placed on second and final reading and passed as Ordinance No. 9449, seconded by C. Smith. The roll was called, and the vote was as follows: C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes. Motion carried 8-0. Bill No. 7653 was read. Thereupon Mayor DeLong declared the Bill duly passed. Said Bill was then numbered 9440, 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 NKC Hospital Covid-19 Update, were in the agenda packet for review. She stated that the 2022 City Calendars will be available the week of Christmas. She stated that staff is proud to announce that the Citizen’s Academy is ready to go, starting in January.

Staff Comments

City Clerk Crystal Doss stated that the Harrah’s grant applications were due in by December 7. The Council agreed to review the applications at the Work Session on January 4, 2022.

Police Chief Freeman reminded everyone to come out to the First Inaugural Chat with the Chief this Wednesday from 6-8.

C. Graves stated the 23<sup>rd</sup> & Swift Redevelopment project passed this evening. This was a very controversial topic in my ward. Hope for the best with the project.

Councilmembers’  
Comments

C. Saper stated everyone should go by and see the beautiful mural on Burlington.

C. Tull said she was shocked by the recent Covid numbers. She thanked Chief Hargis for his presentation at the Work Session.

C. Smith reminded everyone to please get vaccinated. He stated that stealing items off a resident's porch is a crime. Please report it to the police not just post it on Facebook.

C. Clevenger also stated he liked the new mural on Burlington. He stated that the on-line flex app is wonderful. He stated he would not be at the December 21, 2021, Council meeting and thanked those who came out to speak tonight.

C. Roberts stated everyone should get their booster shots.

C. Clarke stated she appreciated C. Graves' comments regarding the 23<sup>rd</sup> and Swift Project. It is great when we can all be supportive of new ideas.

C. Pellumbi thanked Chief Hargis for his work on the Emergency plan for this winter. Thanked C. Graves for being optimistic in regards to 23<sup>rd</sup> & Swift project. Covid numbers are definitely rising. Christmas is coming but I urge you if you feel sick, please do not see your elderly family members or those who are immunocompromised. Covid is not going anywhere, and we have no idea what we will see with Omicron. Be smart, be cautious, and do what you feel comfortable with.

Mayor DeLong stated he appreciates the updates regarding Covid from C. Pellumbi. He also stated he appreciated everything staff does day in and day out to keep the City going. He thanked everyone who came out to the Mayor's Christmas tree lighting. It was a really fun event.

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 Personnel Matter Pursuant to Missouri Revised Statutes §610.021(3).**

Executive Session

C. Clarke moved to go into Executive Session at 9:14 p.m., seconded by C. Roberts. The roll was called, and the vote was follows: C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes – C. Clevenger, yes. – C. Roberts, yes – C. Clarke, yes. Motion carried, 8-0.

C. Smith moved to go back into Regular Session and adjourn at 9:49 p.m., seconded by C. Roberts. The roll was called, and the vote was as follows: C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes –

Adjournment

C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes. |  
Motion carried, 8-0.

Council Adjourned

  
\_\_\_\_\_  
Mayor

Attest:

  
\_\_\_\_\_  
City Clerk

Approved this 21<sup>st</sup> Day of December 2021

























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 6<sup>th</sup> and administered almost 100,000 vaccinations to our community. Operations safe had 4,250 volunteers that provided 50,000 plus hours of service. NKCH is closely monitoring CDC guidelines and the health orders through Clay County.

Thank you.



MEMORANDUM

TO: NKC City Council Board of Trustees                      DATE: April 12, 2021

FROM: Stephen L. Reintjes, Sr., M.D.                      RE: COVID Update  
President & CEO

I wanted to provide you with updated information for NKCH. Total COVID patient volume has declined substantially.

Total Active COVID cases: 15  
Total recovering COVID cases: 12  
Total Active COVID patients in the ICU: 3  
Total Active COVID patients on a ventilator: 1

NKCH continues to partner with the other participants of Operation Safe to vaccinate our community together and have administered over 69,000 vaccinations. It is anticipated that Operation Safe will administer approximately 100,000 vaccinations to our community. NKCH is closely monitoring CDC guidelines and has revised the restricted visitor policy.

Thank you.



MEMORANDUM

TO: NKC City Council Board of Trustees                      DATE: March 10, 2021

FROM: Stephen L. Reintjes, Sr., M.D.                      RE: COVID Update  
President & CEO

I wanted to provide you with updated information for NKCH. Total COVID patient volume has declined substantially.

Total Active COVID cases: 8  
Total recovering COVID cases: 19  
Total Active COVID patients in the ICU: 0  
Total Active COVID patients on a ventilator: 0

NKCH continues to partner with the other participants of Operation Safe to vaccinate our community together and have administered 25,000 vaccinations. NKCH is closely monitoring CDC guidelines to determine if changes can be made related to visitor restrictions.

Thank you.