

CITY OF NORTH KANSAS CITY, MISSOURI REGULAR COUNCIL MEETING

**August 4, 2020
7:00 p.m.**

Due to the Emergency Health Order declared by the Clay County Health Department this meeting will be held virtually, with the Mayor, City Council members and City staff joining the meeting through an on-line platform.

- 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)

The public is invited to participate in this Council Meeting in the following ways during Item 5: "Comments from the Public".

- **Online:** the public may join the Zoom webinar via a link that is available on the City's website at www.nkc.org/agenda. Online participants may make comments by using the Raise Hand feature of Zoom.
- **Phone:** A phone connection to the Zoom meeting is available by using one of the following phone numbers: 312-626-6799. Use the webinar ID 898 8317 4112. Callers may use *9 to indicate that they would like to speak during the comments.
- **Email:** Send comments to city@nkc.org until 5:30 p.m. on Tuesday, August 4th and they will be read aloud at the meeting. Please supply your name and address. Any public comments received after 5:30 p.m. but before 7:00 p.m. will be placed in the City records by the City Clerk.

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 from July 21, 2020**
- 7. Approval of Regular Council Meeting Minutes from July 21, 2020**

Regular Items

- 8. Development Agreement – Northgate Village Multi-family {Bill No. 7524 (Ordinance No. 9321)}**

The City has been engaged in the redevelopment of the Northgate Village area for 24 years. A termination agreement with Rainen Companies for the redevelopment of area bounded by 23rd Avenue, 25th Avenue, Buchanan Street and Swift Street was approved in August, 2019. A Request for Proposals (RFP) for a new developer for the superblock was issued in August, 2019. Ten proposals were received, and four development teams were selected for interviews. The City determined the proposal of STAR Acquisitions & Development, LLC (“the Developer”) to be the most advantageous for the City, and entered into negotiations with STAR for the sale and development of the property. Now before the Council is a Development Agreement. The basic terms of the Development Agreement are described in the staff memo. Staff recommends approval.

- 9. Real Estate Agreement – Northgate Village Multi-family {Bill No. 7525 (Ordinance No. 9322)}**

In the previous agenda item, the Council considered approval of a Development Agreement with STAR Acquisitions and Development, LLC. Assuming approval of the Development Agreement, now before Council is a contract for the sale of the real estate for this development. It is the area bounded by 23rd Avenue, 25th Avenue, Buchanan Street and Swift Street.

10. Gallery Lofts Funding Agreement (Resolution No. 20-035)

The City has received an application from Yarco-Devco, LLC, for an economic development incentive authorized by Chapter 100 of Missouri Statutes. Yarco-Devco intends to purchase the City-owned 1.04-acre parcel located at 1007 Armour Road North Kansas City, Missouri 64116. Yarco-Devco plans to develop this property with a 49-unit apartment building with ground-floor art space. This incentive involves issuance of Chapter 100 bonds but does not involve property tax abatement. There are costs to the City associated with executing a Chapter 100 redevelopment plan. The City will have to employ the services of a bond counsel as well those of its financial advisor firm, Stifel Financial Corporation. It is appropriate that the applicant for Chapter 100 benefits reimburse the City for these costs. Therefore, before Council is a resolution authorizing the City to enter into a funding agreement with Yarco-Devco, LLC, whereby they will deposit \$15,000 with the City, from which the City will pay bond counsel and the financial advisor for their services. Yarco-Devco, LLC has executed this funding agreement. Staff recommends approval.

11. Dad & Daughter 5K Run/Walk

On March 17, 2020, the City Council approved a Short-term Conditional Use Permit for the Dad & Daughter 5K Run/Walk on September 19, 2020. The organizers of the event have contacted the City to determine if it may be held given the current emergency health orders in place. Staff seeks a determination from the Council.

12. Repeal of Chapter 9.12 of the City Code {Bill No. 7522 (Ordinance No. 9319)}

Several weeks ago a citizen called the City's attention to two provisions of Chapter 9.12 of the City Code, and urged their repeal. In their memo the City Counselor, City Attorney and Chief of Police review the history of how this chapter came to be a part of the City Code, and recommend that the chapter be repealed in its entirety. An ordinance has been prepared accordingly for Council approval.

13. Discussion of Forming a Committee to Review Public Safety Ordinances

At the City Council's July 21, 2020 meeting, Councilmember Saper suggested that a committee be formed to review the Public Safety ordinances in the City Code. Staff would note that in the Proposed FY 2021 Budget, staff is proposing an expenditure of \$4,500 for the City's codification company, Municode, to conduct a legal review to identify conflicts in the Code that might have arisen over the years due to changes in state statutes, errors, or inconsistencies in maintaining the printed versions of the Code. Staff seeks any Council direction.

14. Amendments to City Code Chapter 9.36, "Housing Discrimination" {Bill No. 7523 (Ordinance No. 9320)}

Chapter 9.36 of the City Code addresses housing discrimination. Per Section 9.36.010, it is the public policy of the City to eliminate discrimination and safeguard the right of any person to sell, purchase, lease, rent or obtain real property without regard to race, sex, color, religion, national origin or ancestry. Councilmember DeLong has proposed that Chapter 9.36 be amended to add sexual orientation and gender identity to the categories the classes that are safeguarded in Chapter 9.36. The ordinance before the Council makes the necessary changes to Chapter 9.36 to add these classes to the City's non-discrimination policy. Staff recommends approval.

15. Budget Amendment – Pump Station Repairs (Resolution No. 20-054)

The 2020 Water Pollution Control (WPC) budget included \$40,000 for pump station repairs. On April 21, 2020, the Council approved a budget amendment in the amount of \$347,000 to cover the estimated costs of pump and motor repairs and leave a balance of approximately \$50,000 for additional pump station repairs that might occur during the remainder of the fiscal year. Unfortunately, the amount left for repairs between the April 21st meeting and the remainder of the fiscal year will not be sufficient. In its memo staff discusses other pump failures that have occurred since the budget amendment, and recommends a budget amendment in the amount of \$66,000.

16. Consent of Sav-A-Lot Assignment to Third Party

The City owns the ground on which the Sav-A-Lot store sits at 2751 Burlington. The annual base rent is \$1.00. While the City owns and leases the ground to Tenant, during the term of the lease Tenant owns and has title to the building and improvements on the property. At the end of the lease period, Tenant will surrender possession of the building and improvements to the City. The Ground Lease provides that Tenant shall have the right to freely assign or sublet its interest under the lease, subject to the City's approval, which shall not be unreasonably withheld. The City has been contacted by Sav-A-Lot requesting that the City approve and consent to Sav-A-Lot assigning its interest under its lease with Niemann Foods, Inc., to a retail partner to operate the Sav-A-Lot grocery store. The retail partner operating the store would similar to a franchisee of Sav-A-Lot. The City has been requested to approve the following language: "The City hereby approves and consents to Sav-A-Lot assigning their interest under that certain Lease by and between Niemann Foods, Inc. an Illinois corporation, and Moran Foods, Inc., a Missouri corporation, d/b/a Sav-A-Lot, Ltd. dated September 14, 2006 to a retail partner." Staff recommends accordingly.

17. Extension of Time - Agreement for Appraisal Services (Resolution No. 20-053)

On September 17, 2019, the City Council approved an agreement for appraisal services with Al Donoho d/b/a Donoho Appraisals. On April 7, 2020, the City Council approved an extension of time for this work. In his memo the City Counselor explains that a second extension is needed to allow the project to be completed. Staff recommends approval.

18. Financial Disclosure Ordinance {Bill No. 7526 (Ordinance No. 9323)}

This is a routine ordinance that the Council adopts each year. Missouri law requires that political subdivisions with annual operating budgets over one million dollars adopt an ordinance at an open meeting by September 15, making public their method of disclosing potential conflicts of interest. If the City does not adopt its own method of disclosing conflicts of interest by September 15, it will automatically fall under the complex state reporting requirements. The only officials that need to file a financial disclosure statement the following year are the chief purchasing officer, the chief administrative officer, the full-time general counsel and those employees and elected officials who have had a transaction of more than \$500 with the political subdivision.

19. Approving Accounts Due and Payable by the City through July 31, 2020. {Bill No. 7527 (Ordinance No. 9324)}.

20. Staff Comments

- Upcoming City Items of Note

21. Councilmember Comments

22. Mayor's Comments

23. Adjournment

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

**Minutes of the North Kansas City, Missouri City Council Work Session
Meeting of July 21, 2020**

The City Council met in work session on Tuesday, July 21, 2020, via an on-line platform at 6:00 p.m. Due to the Emergency Health Order declared by the Clay County Health Department this meeting was held virtually, with the Mayor, City Council members and City staff joining the meeting through an on-line platform.

The following were present:

Mayor: Don Stielow
Councilmembers: Bryant DeLong
Anthony Saper
Jesse Smith
Lisa Tull
Zachary Clevenger
Rick Stewart
Amie Clarke
Tom Farr

Staff Present: Eric Berlin, City Administrator
Kim Nakahodo, Assistant City Administrator
Kevin Freeman, Police Chief
Dave Hargis, Fire Chief
Sara Copeland, Community Development Director
Pat Hawver, Public Works Director
Casey Campbell, Human Resources Manager
Nick Hawkins, Finance Manager
Kelli Votypka, Parks and Recreation Director
Tom Barzee, City Counselor
Crystal Doss, City Clerk

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

City Administrator Eric Berlin stated that as staff prepares to submit the FY 2021 City Budget to the City Council in mid-August, staff now seeks direction from the City Council as to what rates to assume for water and sewer in the next calendar year. In its memo, staff reviews expected fund balances in each fund and makes recommendations for water and sewer rate adjustments in Calendar Year 2021. Once provided direction by the City Council, staff will budget accordingly in the FY 2021 Proposed Budget currently being prepared, and provide public notice of a public hearing on the proposed change in sewer rates.

(Statute requires a public hearing whenever sewer rates are changed. There is no requirement for a public hearing if water rates are changed, but staff would propose to address water rate changes at the same public hearing.) Consensus was to increase North Kansas City sewer rates by 15% in Calendar Year 2021 and decrease North Kansas City water rates by 15%. The net effect to the utility bill for North Kansas City residents would be approximately a 3.6% increase.

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

Adjournment

Council Adjourned

Mayor

Attest:

City Clerk

Approved this 4th day of August

Minutes of the North Kansas City, Missouri City Regular Council Meeting of July 21, 2020

The City Council met in regular session on Tuesday, July 21, 2020, via an on-line platform at 7:00 p.m. Due to the Emergency Health Order declared by the Clay County Health Department this meeting was held virtually, with the Mayor, City Council members and City staff joining the meeting through an on-line platform.

The following were present:

Mayor: Don Stielow
Councilmembers: Bryant DeLong
Anthony Saper
Jesse Smith
Lisa Tull
Zachary Clevenger
Rick Stewart
Amie Clarke
Tom Farr

Staff Present: Eric Berlin, City Administrator
Kim Nakahodo, Assistant City Administrator
Kevin Freeman, Police Chief
Dave Hargis, Fire Chief
Sara Copeland, Community Development Director
Pat Hawver, Public Works Director
Stephen Roberts, IT Manager
Tom Barzee, City Counselor
Nick Hawkins, Finance Manager
Crystal Doss, City Clerk

Mayor Stielow called the meeting to order at 7:10 p.m.

City Clerk Crystal Doss called the roll. The following councilmembers were present: Bryant DeLong, Anthony Saper, Jesse Smith, Lisa Tull, Zachary Clevenger, Rick Stewart, Amie Clarke, and Tom Farr.

Roll Call

The meeting opened with the Pledge of Allegiance.

Opening

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

Approval of Agenda

Gloria Boehm urged the repeal of City Code Section 9.12.080, which authorizes citizens to use deadly force against other citizens when making a citizen's arrest.

Comments from the Public

Denise Becker urged the repeal of City Code Section 9.12.080. She also asked that the Police Department discontinue its use of the Lateral Vascular Neck Restraint (LVNR).

Jessica Loya urged the repeal of City Code Section 9.12.080. She also asked that the City reconsider the Safe Residents Program that the Police Department has, as it seems more a tool to allow landlords to more easily evict tenants than a tool to make residents safer.

City Administrator Berlin then read comments that had been submitted to be read into the record:

Bart German – 1715 Armour Road, spoke on behalf of the Armour Road Complete Street Project. He feels it has improved the quality of life in the city and hopes the City Council will maintain this as it is today and not regress to a previous form.

Charles Cash – 408 E. 30th Avenue, thanked councilmembers and staff for their efforts to keep the residents of North Kansas City safe during this current situation. He encouraged the Council to maintain the mask order in exercise locations. He also stated he supports the plans for the Macken Park Ballfield and the maintenance building proposed on tonight's agenda.

Cameron Bond stated that he recently moved to North Kansas City from Kansas. He stated he is not a cyclist, but he enjoys the changes to Armour Road. Other items, like the Bicycle Master Plan on tonight's agenda, will enhance the community to make it safer, more vibrant and happier.

Richard Lanning, President of NT Realty, spoke on behalf of Zone 6, an NT Realty tenant. He asked that the Council consider making an exception to the mask requirement in the exercise area of fitness facilities.

Approval of Regular Council Meeting Minutes from July 7, 2020. C. Farr moved to approve the minutes as presented, seconded by C. Smith. The roll was called, and the vote was as follows: C. DeLong, yes – C.

Consent Agenda

Saper, yes – C. Smith, yes -- C. Tull, yes – C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes – C. Farr, yes. Motion carried, 8-0.

Macken Park Ballfield Design Presentation and City Council Approval. City Administrator Eric Berlin stated that at its meeting of March 3, 2020, the City Council approved award of contract for design of renovations to Macken Park Ballfield Diamond #1 to The Clark Enersen Partners ("Clark Enersen"). Since that time, Clark Enersen has been working with a committee composed of representatives of the City Council, the North Kansas City School District and the Parks Board on design. Conceptual design has been approved by the committee and the Parks Board. Sean Ray and Eric Casper of Clark Enersen gave a presentation to the Council on the planned design. Discussion ensued. C. Smith moved to approve the design presented by Clark Enersen, seconded by C. Smith. The roll was called, and the vote was as follows: C. Delong, yes – C. Saper, yes – C. Smith, yes – C. Tull, yes – C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes – C. Farr, yes. Motion carried, 8-0.

Macken Park Ballfield Design Presentation and City Council Approval

Consideration of Resolution Amending the Gaming Fund for Fiscal Year 2019-2020 Appropriating \$200,000 to the Parks – Capital Outlay – Buildings (Resolution No. 20-046). City Administrator Berlin stated the Parks and Recreation Board is requesting that the City Council approve a budget amendment from the Gaming Fund in the amount of \$200,000. This budget amendment is for the design, construction and contingency of a 20x30 addition to the existing park maintenance building at Macken Park to be constructed in tandem with the renovation of Diamond #1. In her memo the Parks and Recreation Director describes the project and its purpose. Discussion ensued. C. Smith moved to amend the amount from \$200,000 to \$178,500 and approve Resolution No. 20-046, seconded by C. Saper. The roll was called, and the vote was as follows: C. Delong, yes – C. Saper, yes – C. Smith, yes – C. Tull, yes – C. Clevenger, no -- C. Stewart, yes – C. Clarke, yes – C. Farr, no. Motion carried, 6-2.

Resolution No. 20-046 – Budget Amendment – Macken Park Maintenance Building Addition

Consideration of a Resolution Approving Task Order No. 1 with the Clark-Enersen Partners for Certain Design Services Related to an Addition to the Parks Maintenance Building Located at Macken Park Ballfield No. 1 (Resolution No. 20-047). City Administrator Berlin stated that in the previous agenda item, the City Council considered an FY 2020 budget amendment for an addition to the maintenance building at Macken Park. Assuming Council approval, now before the City Council is a task order with the Macken Park Ballfield Diamond #1

Resolution No. 20-047 – Approval of Design Task Order for Macken Park Maintenance Building Addition

designer, The Clark Enersen Partners, for the design of the maintenance building addition. C. DeLong moved to approve Resolution No. 20-047, seconded by C. Smith. The roll was called, and the vote was as follows: C. DeLong, yes – C. Saper, yes – C. Smith, yes – C. Tull, yes – C. Clevenger, no -- C. Stewart, yes – C. Clarke, yes – C. Farr, no. Motion carried, 6-2.

Consideration of A Resolution Approving the Bicycle Master Plan (Resolution No. 20-044). City Administrator Berlin asked Community Development Director Sara Copeland to present this item to Council. Ms. Copeland stated that at its work session of March 3, 2020, the City Council considered the draft Bicycle Master Plan and directed staff revise the protected bicycle lane on Swift Street to a Shared Lane Markings route from 18th Avenue south to 10th Avenue. With that change, there are no protected bike lanes in the Industrial Area, with the exception of Burlington Street. In coordination with this revision, the planning team also updated the Level of Traffic Stress map, shown on page 67, and removed renderings illustrating protected bike lanes on Swift Street that were previously included on page 61. The revised plan is now presented to the City Council for adoption. If the Council acts affirmatively, staff anticipates presenting the plan to the Planning Commission for adoption pursuant to state law at its next meeting. Discussion ensued. C. Smith moved to approve Resolution No. 20-044, seconded by C. DeLong. The roll was called, and the vote was as follows: C. DeLong, yes – C. Saper, no – C. Smith, yes – C. Tull, yes – C. Clevenger, yes -- C. Stewart, yes – C. Clarke, yes – C. Farr, yes. Motion carried, 7-1.

Discussion Regarding Facial Coverings Requirement at Exercise Facilities. City Administrator Berlin stated that in recent days, City staff has been contacted about issues regarding the City's facial coverings requirement as it pertains to the North Kansas City YMCA. The Y has asked that the City Council consider amending this order to allow members to take off their masks once they reach their exercise destination. Staff has also been forwarded resident questions about the City's mask requirement as it pertains to the YMCA natatorium. Staff seeks Council direction as to if it would like to modify the City's facial coverings requirement in response to these concerns. Discussion ensued. Gary Linn, Senior Vice President of the YMCA of Greater Kansas City, responded to questions. C. Smith moved to leave the Order language unchanged except to incorporate CDC's recommendation for mask wearing with regards to minors and extend the order to August 23, 2020, second by C. Clarke. The roll was called, and the vote was

Resolution No. 20-044
– Resolution Approving
the Bicycle Master Plan

Facial Coverings
Requirement at
Exercise Facilities

as follows: C. Delong, yes – C. Saper, yes – C. Smith, yes – C. Tull, yes – C. Clevenger, yes -- C. Stewart, yes – C. Clarke, yes – C. Farr, yes. Motion carried, 8-0.

Discussion of Emergency Order – Mass Gatherings. City Administrator Berlin stated that Councilmember Tull has requested a Council discussion/decision on the number of people allowed in mass gatherings in North Kansas City Parks and the Parks and Recreation shelter rentals during this phase of the Covid-19 pandemic. Discussion ensued. C. Tull moved to add to the order a stipulation that mass gatherings of over 50 not be allowed on public property, unless it is a City-sponsored event. The roll was called, and the vote was as follows: C. Delong, yes – C. Saper, yes – C. Smith, yes – C. Tull, yes – C. Clevenger, yes -- C. Stewart, yes – C. Clarke, yes – C. Farr, yes. Motion carried, 8-0.

Discussion Regarding the Armour Road Complete Street Project Public Meeting Next Steps. City Administrator Berlin asked Assistant City Administrator Kim Nakahodo to present this item to Council. Ms. Nakahodo stated that at its meeting of July 7, 2020, the City Council directed that the in-person meeting on the Armour Road Complete Street project scheduled on August 11, 2020 be cancelled and that it be replaced by a virtual City Council meeting on September 22, 2020. It further directed that public input would not be obtained in a "town hall" format at the meeting, but instead be obtained in writing and posted publicly ahead of the meeting, at which time it would be considered by the Council. In its memo, staff proposes the next steps in obtaining public input. Staff seeks Council feedback and input so it may proceed. Discussion ensued. Council consensus was for staff to continue with this item as presented.

Consideration of a Resolution Amending the Gaming Fund for Fiscal Year 2019-2020 by Appropriating \$300,000 to the WPC Capital Outlay—Infrastructure Account for Emergency Sewer Repairs (Resolution No. 20-045). City Administrator Berlin asked Public Works Director Pat Hawver to present this item to Council. Mr. Hawver stated that numerous emergency sewer repairs have caused the Water Pollution Control (WPC) Fund Emergency Sewer Repairs line item to exceed the Council appropriation. Staff requests a transfer from the Gaming Fund in the amount of \$300,000 to restore a positive balance in this line item account. Discussion ensued. C. Farr moved to approve Resolution No. 20-045, seconded by C. Stewart. The roll was called, and the vote was as follows: C. Delong, yes – C. Saper, yes – C. Smith, yes – C. Tull, yes

Emergency Order –
Mass Gatherings

Armour Road Complete
Street Project Public
Meeting Next Steps

Resolution No. 20-045
– Budget Amendment
– Emergency Sewer
Repairs

– C. Clevenger, yes -- C. Stewart, yes – C. Clarke, yes – C. Farr, yes.
Motion carried, 8-0.

Consideration of a Resolution Amending the General Fund for Fiscal Year 2019-2020 by Appropriating \$25,000 to the Buildings and Grounds – Building Maintenance Account (Resolution No. 20-052). City Administrator Berlin asked Public Works Director Hawver to present this item to Council. Mr. Hawver stated that expenses in the General Fund Buildings and Grounds budget's Building Maintenance line item exceed the appropriation for the 2020 fiscal year and requests a budget amendment in the amount of \$25,000 to ensure there is adequate funding for maintenance and repairs projects that may occur during the last 10 weeks of the 2020 fiscal year. C. DeLong moved to approve Resolution No. 20-052, seconded by C. Smith. The roll was called, and the vote was as follows: C. DeLong, yes – C. Saper, yes – C. Smith, yes – C. Tull, yes – C. Clevenger, yes -- C. Stewart, yes – C. Clarke, yes – C. Farr, yes. Motion carried, 8-0.

Resolution No. 20-052
– Budget Amendment
– Buildings and
Grounds Budget –
Building Maintenance

Consideration of a Resolution Approving a Contract with Blue Nile Contractors, Inc., for Storm Sewer Line Video Investigation (Resolution No. 20-048). City Administrator Berlin stated that beginning in mid-March and ending in mid-August 2019, the high river table raised groundwater levels within the Paseo Industrial District (PID) to three feet below the surface, which created hydrostatic pressure on the storm sewer pipes, resulting in movement and breakage of large storm sewer pipes below the streets. The broken pipes created voids under the asphalt surfaces, which resulted in sinkholes in many areas. The 2020 WPC Budget includes \$50,000 for a video investigation of as many lineal feet of storm sewer pipes located within the PID as the budgeted amount will allow. The objective is to determine the pipe conditions, and whether there are any broken pipes or offset joints in the large, concrete storm water pipes. If a section of pipe is found to be broken it will be repaired to avoid further damages, and voids that create sinkholes will be filled. In his memo the Public Works Director reviews results of the bidding for this work and recommends award of contract to Blue Nile Contractors. C. Clarke moved to approve Resolution No. 20-048, seconded by C. Stewart. The roll was called, and the vote was as follows: C. DeLong, yes – C. Saper, yes – C. Smith, yes – C. Tull, yes – C. Clevenger, yes -- C. Stewart, yes – C. Clarke, yes – C. Farr, yes. Motion carried, 8-0.

Resolution No. 20-048
– Contract for Video
Investigation of Storm
Sewer Pipes

Consideration of a Resolution Authorizing and Approving the Transfer of Ownership of Police Canine Tyreal Harrison from the NKC Police

Resolution No. 20-051
– Retirement of K9 Ty

Department to Ryan Hubbell (Resolution No. 20-051). City Administrator Berlin asked Police Chief Kevin Freeman to present this item to Council. Chief Freeman stated that Officer Ryan Hubbell will soon be promoted to Sergeant and will no longer be in a position to work and care for K9 Ty in his new position as a field supervisor. Ty is currently 11 years old and has worked with Officer Hubbell his entire career. The police department intends to retire Ty on August 4, 2020, and requests that the City Council declare Ty as surplus property and transfer ownership to Officer Hubbell. A resolution and transfer of ownership agreement has been prepared accordingly. Discussion ensued. C. Clarke moved to approve Resolution No. 20-051, seconded by C. DeLong. The roll was called, and the vote was as follows: C. DeLong, yes – C. Saper, yes – C. Smith, yes – C. Tull, yes – C. Clevenger, yes -- C. Stewart, yes – C. Clarke, yes – C. Farr, yes. Motion carried, 8-0.

Consideration of a Resolution Approving a Professional Services Agreement with AP Triton LLC for the NKC Fire Department (Resolution No. 20-049). City Administrator Berlin asked Fire Chief Dave Hargis to present this item to Council. Chief Hargis stated on November 20, 2018 the City Council approved agreements with the Missouri Healthnet Division to participate in the Ground Emergency Medical Transport (GEMT) Program. The GEMT Program is a program that allows the Fire Department to request compensation for certain unreimbursed costs for Medicaid transports. GEMT draws down federal dollars to help offset the cost of the City's provision of emergency ambulance and transport for qualifying Medicaid patients. In order to ensure the City can collect on 2019 reimbursements, staff is recommending the City contract with A.P. Triton LLC to prepare its cost reimbursement report, at an estimated cost of \$12,090. A resolution has been prepared accordingly. Discussion ensued. C. DeLong moved to approve Resolution No. 20-049, seconded by C. Tull. The roll was called, and the vote was as follows: C. DeLong, yes – C. Saper, yes – C. Smith, yes – C. Tull, yes – C. Clevenger, yes -- C. Stewart, yes – C. Clarke, yes – C. Farr, yes. Motion carried, 8-0.

Consideration of Approval of Relocation of Bus Stop on Armour Road. City Administrator Berlin stated that the contract for transportation services between the City and the Kansas City Area Transportation Authority (KCATA) provides that no passenger amenities or bus stops may be removed or relocated without agreement or consent from the City Council. At its meeting of May 19, 2020, the City Council voted to extend the westbound outside lane on Armour Road to Knox Street,

Resolution No. 20-049
– Professional Services
Agreement with A.P.
Triton – GEMT Cost
Reimbursement Report

Approval of Relocation
of Bus Stop on Armour
Road

where there is a forced right turn. A bus stop was previously located at Armour and Knox. The KCATA has determined that the bus stop must be moved because KCATA does not locate bus stops on a turn lane. KCATA proposes to move the bus stop to a location in front of the Taco Bell restaurant on Armour. Staff recommends approval. Discussion ensued. C. Clevenger made a motion to approve the relocation of bus stop on Armour Road, seconded by C. Farr. The roll was called, and the vote was as follows: C. DeLong, yes – C. Saper, yes – C. Smith, yes – C. Tull, yes – C. Clevenger, yes -- C. Stewart, yes – C. Clarke, yes – C. Farr, yes. Motion carried, 8-0.

Consideration of a Resolution Authorizing the City to Execute Change Order #3 for Construction of Armour Road Redevelopment Phase 2B (Resolution No. 20-043). City Administrator Berlin asked Community Development Director Copeland to present this item to Council. Ms. Copeland stated that the 2020 Budget includes \$250,000 in the Gaming Fund for "ARRA Phase 2B Improvements," the completion of infrastructure improvements associated with the Armour Road Redevelopment Area. Phase 2B work includes the extension of a water line, a new median on Taney Street, completion of the right turn lane taper to Vernon Street, driveway removal on Armour Road, sidewalk extension, and landscaping. On February 18, the City Council awarded the construction contract for this work to Mega Industries. At this time, Mega Industries has largely completed work on the project, with some landscaping items left on the punch list. This final change order is requested to reconcile the quantities of materials used for the project, which was bid as a unit price contract. Staff recommends approval. Discussion ensued. C. Farr moved to approve Resolution No. 20-043, seconded by C. Smith. The roll was called, and the vote was as follows: C. DeLong, yes – C. Saper, yes – C. Smith, yes – C. Tull, yes – C. Clevenger, yes -- C. Stewart, yes – C. Clarke, yes – C. Farr, yes. Motion carried, 8-0.

Consideration of a Resolution Amending the Covid-19 Grants and Disbursements Fund Budget for Fiscal Year 2019-2020 in the Amount of \$174,097.66 for Reimbursable Expenditures Related to the Covid-19 Pandemic (Resolution No. 20-050). City Administrator Berlin asked Finance Manager Nick Hawkins to present this item to Council. Mr. Hawkins stated that the City received \$417,769.15 from Clay County as part of the CARES Act passed on March 27, 2020. As part of the funding agreement, the City is required to submit all eligible expenses to Clay County each month. The second submittal to Clay County covers expenditures during the months of May and June. Staff has created a

Resolution No. 20-043
– Change Order #3,
Armour Road
Redevelopment Area
Phase 2B
Improvements

Resolution No. 20-050
– Budget Amendment
– Covid-19 Expenses –
May and June 2020

separate fund to track eligible expenses and recommends that the City Council approve these expenses before they are submitted to Clay County. C. Farr moved to approve Resolution No. 20-050, seconded by C. Smith. The roll was called, and the vote was as follows: C. Delong, yes – C. Saper, yes – C. Smith, yes – C. Tull, yes – C. Clevenger, yes - - C. Stewart, yes – C. Clarke, yes – C. Farr, yes. Motion carried, 8-0.

Authorizing Payment for Certain Accounts Due and Payable by the City Through July 17, 2020 {Bill No. 7521 (Ordinance No. 9318)}. C. Farr moved that Bill No. 7521 be placed on first reading, seconded by C. Stewart. The roll was called, and the vote was as follows: C. Delong, yes – C. Saper, yes – C. Smith, yes – C. Tull, yes – C. Clevenger, yes - - C. Stewart, yes – C. Clarke, yes – C. Farr, yes. Motion carried, 8-0. Bill No. 7521 was read. C. Farr moved that Bill No. 7521 be placed on second and final reading and passed as Ordinance No. 9318, seconded by C. Stewart. The roll was called, and the vote was as follows: C. Delong, yes – C. Saper, yes – C. Smith, yes – C. Tull, yes – C. Clevenger, yes -- C. Stewart, yes – C. Clarke, yes – C. Farr, yes. Motion carried, 8-0. Bill No. 7521 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9318, was signed and approved by the Mayor and attested by the City Clerk.

Ordinance No. 9318 –
Approving Accounts
Due and Payable by
the City Through July
17, 2020

City Administrator Berlin stated the Upcoming City Items of Note and the Northland Assistance Center Report on the use of CARES funding for emergency assistance to individual and families affected by the covid-19 pandemic. City Administrator Berlin read a Comment from the Public that had been inadvertently omitted at the outset of the meeting from Rita D. Pearce, North Kansas City resident regarding the removal of the citizen arrest section from the City Code. Mr. Berlin stated that he expected a recommendation regarding this item will be on the next Council agenda.

Staff Comments

C. DeLong asked that discussion of removal of the 9.12.080 citizen arrest section of the code be added to the next agenda. He inquired as to what would be the impact to the City of repealing this section and has this section been used as a defense for deadly force in North Kansas City previously. C. DeLong asked that a Housing Discrimination ordinance, which he has forwarded to our City Counselor Tom Barzee, be added to the next agenda. C. DeLong inquired regarding our sales tax reports. City Administrator Berlin stated we were down approximately 8.5% for the year in sales tax revenue.

Councilmembers'
Comments

C. Saper stated he was glad we would be revisiting the public safety issues. He also suggested that a committee be established to review all public safety ordinances for possible revisions.

C. Smith stated he appreciated the community and staff are getting ahead on the discussion of public safety ordinances. He thanked all those who helped with the recent Community Forum on policing in North Kansas City.

C. Tull thanked everyone who has contacted her personally and for the e-mails from City Administrator Berlin regarding a lot of the tough decisions the Council has had to make.

C. Clevenger echoed C. Smith's comments for the Community Forum. He also mentioned that he would like to see board and commission meetings that are not currently live streamed or videoed be so, so that residents who are unable to attend the meetings be able to observe them.

C. Stewart stated that he has never been a fan of citizen's arrests and would be happy to see this removed from the City code. You can defend yourself, he said, but citizen's arrests should be off the books, that is what police officers are for.

C. Clarke agreed with C. Smith and stated she was glad for the Council looking at abolishing this section of our ordinances.

C. Farr congratulated K-9 Ty on his retirement.

Mayor Stielow had nothing at this time.

Mayor's Comments

Consideration of a Request to Hold and Recess Into an Executive Session, as requested by the City Administrator, to be Held on this Date, on a Real Estate Matter Pursuant to Missouri Revised Statutes §610.021(2). C. Farr moved to go into Executive Session at 9:55 PM, seconded by C. Clevenger. The roll was called, and the vote was as follows: C. Delong, yes – C. Saper, yes – C. Smith, yes – C. Tull, yes – C. Clevenger, yes -- C. Stewart, yes – C. Clarke, yes – C. Farr, yes. Motion carried, 8-0.

Executive Session

C. Smith moved to go back into regular session and adjourn at 10:18 PM, seconded by C. Clarke. The roll was called, and the vote was as follows: C. DeLong, yes – C. Saper, yes – C. Smith, yes – C. Tull, yes – C. Clevenger, yes -- C. Stewart, yes – C. Clarke, yes – C. Farr, yes. Motion carried, 8-0.

Adjournment

Council Adjourned

Mayor

Attest:

City Clerk

Approved this 4th day of August, 2020



MEMORANDUM

TO: Mayor and City Council

FROM: Eric Berlin, City Administrator

DATE: August 4, 2020

RE: Development Agreement - Northgate Village Multi-family Development Completion

Historical Review

The original Northgate Village was identified as an area prime for redevelopment during the development of the 1996 Comprehensive Plan. The apartment complex consisted of 666 single-story “garden style” apartments built between 1947 and 1951 and had served a useful life for most of its 50 plus year existence. Unfortunately, the last years of the complex saw an increasing amount of deterioration which became an increasing problem for the community and surrounding neighborhoods. At the time, these apartments constituted approximately one-quarter of the city’s residential population and spanned approximately 56 acres. Because the apartment complex represented a substantial portion of the city’s residential community, the City decided to take the significant step of designating the area for redevelopment purposes.

Project Authorization

In 1996, the City authorized the formation of the North Kansas City TIF Commission to help finance the Northgate Redevelopment project. In 1999 the City issued a Request for Proposals and selected the development team of Hunt-Midwest Enterprises and The Rainen Companies. The City was impressed with the proposal featured a mixed-use redevelopment that included single-family homes, townhomes, retail sites along Burlington Street, senior apartments, and multiple styles of apartment living. This proposal met many of the goals in the 1999 Comprehensive Master Plan including increasing homeownership and increasing residential options – specifically senior housing.

In February of 2000, the City adopted the Northgate Village TIF Plan and the Northgate Village Master Development Agreement. The development agreement between the City, TIF Commission, and the developers tasked the City with financing the public infrastructure improvements and executing any necessary regulatory approvals such as zoning, platting, and design approval. With the completion of these items, the City would then sell the property to either respective developers. Hunt-Midwest served as the general contractor for infrastructure and develop the single-family and rowhome residential properties. Rainen developed the market rate and senior living apartments. Hunt-Midwest and Rainen partnered to develop the retail pad sites. Given that the City took on the responsibility for the pre-development tasks, the parties agreed that the City would receive any proceeds through Tax Increment Financing (TIF) as reimbursement for those costs. The original Northgate Village Redevelopment timeline to completion was approximately eight years.

Beginning in 2000, the City attempted to purchase the property through negotiation but was unable to do so. A lawsuit was filed against the City by the Northgate owners. In the Spring of 2001, the City initiated condemnation proceedings. In late 2002, the City settled with the landowner for the final purchase price of 14 million dollars.

The development agreement for the Northgate redevelopment (2000) established an eight-year time frame for the redevelopment. However, that schedule could not begin until the city took possession of the property, which occurred on January 30, 2002. Therefore the development timeline ran to January 29, 2010. Demolition of the original 666 unit apartment complex was completed in 2005.

In the summer of 2010, the developers proposed an extension of the MDA due to the economic downturn during the Great Recession and its impact on the project. A four-year extension to 2014 was granted. The TIF Commission agreed to a four-year extension to 2018. In 2018, with Rainen not having constructed the planned 222 units of multi-family on the block bounded by 23rd, 25th, Buchanan and Swift (commonly called the "superblock"), the City advised Rainen of its intent to terminate the City's development agreement with him. A termination agreement with Rainen was approved in August, 2019.

An RFP for a new developer for the superblock was issued in August, 2019. Ten proposals were received, and four development teams were selected for interviews. The City determined the proposal of STAR Acquisitions & Development, LLC ("the Developer") to be the most advantageous for the City, and entered into negotiations with STAR for the sale and development of the property. Now before the Council are those agreements.

The major business terms of the Development Agreement are as follows:

- The Developer will pay the City a purchase price of \$3,000,000 for the property. The proceeds of this sale will be allocated to the Northgate Capital Project Fund, which serves as the TIF Special Allocation Fund which reimburses the City's financial investment into the project.
- The Developer commits to build 300 Class A apartments. The development will also feature approximately 375 parking spaces.
- The current development budget is estimated to be \$59 million, to be financed by the Developer with private debt (from a bank or other financial institution) and Developer equity.
- This project includes a Chapter 100 property tax abatement for fifteen years. Upon completion of the project, the City will receive an annual \$300,000 payment in lieu of tax (PILOT) payment for 15 years. The PILOT payments are detailed in Exhibit B of the Development Agreement. The City will receive the full PILOT payment until the Northgate TIF project area expires in December 2032. The City and other taxing jurisdictions will split the PILOT payments for the remaining six years of the Chapter 100 abatement.
- The City will have no liability or financial risk with respect to payment of the Chapter 100 Bonds, since the bonds are payable solely from lease payments of the Developer. All of the Chapter 100 bonds will be purchased by the Developer and will not be sold to the public.
- Under the Development Agreement the City Council agrees to approve the Chapter 100 bonds prior to the closing. This will be done at a later date by a separate ordinance approved by the City Council.
- As part of the Chapter 100 bond issuance, the Developer will receive a sales tax exemption on construction materials bought in Missouri that are used to construct the project.
- There is an extensive due diligence and City approval process that must be completed by the Developer prior to the sale of the site to the Developer. The City's financial advisor has completed the preliminary financial due diligence. The Developer must present evidence of full project funding prior to their purchase from the City. In the event the Developer does not proceed with the project the City will have the right to repurchase the property for the original purchase price.
- The Developer will have to follow the City's regular process relating to zoning, planning, TIF Commission design review, and other governmental approvals.

- The closing date for the Project is expected to occur in Spring, 2021. The project site will transfer to the Developer at closing.
- The City will have no financial liability for cost overruns or any other Developer obligations.
- The City and the Developer will execute two agreements: the Real Estate Sale Agreement and the Development Agreement.

Staff recommends the approval of the Development Agreement and the Real Estate Sale Agreement.

AN ORDINANCE ADOPTING AND APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF NORTH KANSAS CITY, MISSOURI AND STAR ACQUISITIONS & DEVELOPMENT, LLC FOR A CERTAIN DEVELOPMENT PROJECT IN THE CITY.

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 the owner of certain real property located immediately north of East 23rd Avenue and west of Swift Street in North Kansas City, Clay County, Missouri (the “**Development Area**”), and desires to improve and have developed the Development Area by improving infrastructure, reducing underutilized property in the City, fostering economic activity within the City and generally undertaking those things in the Development Area that would be in the best interests of the City by furthering the health, safety and welfare of its citizens; and

WHEREAS, the Mayor and City Council of the City (the “**Governing Body**”) desire that the Development Area be developed as a Class A residential apartment project with certain parking improvements (the “**Project**”); and

WHEREAS, the City and Star Acquisitions & Development, LLC (the “**Developer**”) desire to now enter into a certain Development Agreement (the “**Agreement**”).

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

Section 1. **Authorization of Development Agreement.** The City Council does hereby find and determine that it is in the best interests of the City of North Kansas City, Missouri to enter into a Development Agreement with Star Acquisitions & Development, LLC, for the redevelopment of certain real property within the City for the purpose, among other things, of constructing and improving infrastructure, reducing underutilized property in the City, fostering economic activity within the City and generally undertaking those things in the Development Area that would be in the best interests of the City by furthering the health, safety and welfare of its residents and citizens. The City Council does hereby authorize the City to enter into the Development Agreement with Star Acquisitions & Development, LLC, for the purposes and under the terms described therein, which Agreement shall be in substantially the form of “**Exhibit 1**”, attached hereto and incorporated herein by reference.

Section 2. **Approval of Provisions of Development Agreement.** The provisions of the Development 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 Development Agreement on behalf of the City of North Kansas City, Missouri.

Section 3. **Further Authority.** The City shall, and the mayor, city clerk, city officials, legal counsel and employees of the City are hereby authorized and directed to take such

further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 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 4th day of August, 2020.

Don Stielow, *Mayor*

ATTEST:

Crystal Doss, *City Clerk*

APPROVED this 4th of August, 2020.

Don Stielow, *Mayor*

APPROVED AS TO FORM:

Anthony W. Bologna, *City Attorney*

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

EXHIBIT “1”

EXECUTION VERSION

DEVELOPMENT AGREEMENT

by and between

CITY OF NORTH KANSAS CITY

and

STAR ACQUISITIONS & DEVELOPMENT, LLC

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is dated as of _____, 2020 (“**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 (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 entered into a Purchase and Sale Agreement of even date herewith (the “**Purchase Agreement**”) for the sale of the Project Site to the Company.

F. By Ordinance No. 9321 passed on August 4, 2020, 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.

“**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 300 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 Star Acquisitions & Development, LLC, a Missouri limited liability company and its successors and permitted assigns.

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

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

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

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

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

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

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

“**Financing Documents**” shall have the meaning set forth in Section 2.4(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 the Company, as tenant, for the lease of the Project, which lease shall be substantially in the form of the agreement in the Model Bond Documents.

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

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

“**Parking Improvements**” shall mean 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.

“**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 or Post-Closing Activities.** Prior to Closing, or within one hundred fifty (150) days following the Closing, the Company shall complete the following activities for the Project (collectively, the "**Closing or Post-Closing Activities**"):

(a) Company, at the Company's cost and expense, shall, prepare a construction, development, permit and governmental approval schedule ("**Development Schedule**") for the Project pertaining to the matters to be set forth in the Development Plan. Such Development Schedule shall be submitted to the City for approval and shall identify, generally, the permits, land use approvals, zoning requirements and related regulatory review requirements necessary to implement the Project ("**Governmental Approvals**").

(b) The Company or its consultants shall prepare designs for Infrastructure for the Project, if and when required by City Code for development of the Project. 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 thirty (30) days prior to the date proposed for the Bond Closing;

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

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

(iv) A payment bond in an amount equal to the GMP naming City, Company, and/or its lender as obligees, the form of which the Company shall provide to the City at least thirty (30) days prior to the date proposed for the Bond Closing;

(v) Liability, casualty, workers compensation, and other insurance in types and amounts obtained on similar projects in the Kansas City metropolitan area, which the Company shall provide to the City at least thirty (30) days prior to the date proposed for the Bond Closing (which may be policies held by the general contractor or the Company);

(vi) The identity of the members, partners, officers and principal executives or other key personnel or investors of Company and any transfers of interests among such parties, which the Company shall provide to the City at least thirty (30) days prior to the date proposed for the Bond Closing;

(vii) Such other financial due diligence as requested by the City and the City shall have the right to have its outside financial consultant confidentially conduct full financial due diligence relating to Company, and the other Financing Documents, which the Company shall provide to the City at least thirty (30) days prior to the date proposed for the Bond Closing; provided such outside financial consultant executes a confidentiality agreement in form and substance reasonably acceptable to Company;

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

(ix) Updated Development Schedule, which the Company shall provide to the City at least thirty (30) days prior to the date proposed for the Bond Closing; and

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

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

2.5 Development Process. Prior to or following the Closing (as applicable), Company shall perform the following undertakings in accordance with the process (“**Process**”) set forth below:

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

(b) Company shall: (i) commence construction of the Project improvements within one hundred twenty (120) days following the Closing Date; and (ii) Substantially Complete construction of the Project on or before 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 Closing Date. The Company covenants and agrees that, during each year the Project is exempt from ad valorem taxes (but not any applicable levee tax) by reason hereof, the Company will make annual payments in lieu of taxes to the City (each such payment, a "PILOT") as described in Section 3.2(b). The City and the Company hereby agree that the tax abatement provided by this Agreement shall only apply to property financed with the proceeds of the Bonds (i.e., property constituting a part of the Project) and shall not apply to property not financed with proceeds of the Bonds.

(b) The Company covenants and agrees to make PILOT payments to the City on or before each December 31, commencing December 31 of the first (1st) calendar year of the tax exempt period described in Section 3.2(a), in the amounts, and in the years, calculated set forth in Exhibit B attached hereto. The PILOT payments shall be

distributed by the City as set forth and provided in the TIF Plan and following termination of the TIF Plan to the taxing jurisdictions in proportion to the amount of taxes which would have been paid in each year had the Project not been exempt from taxation pursuant to the issuance of the Chapter 100 Bonds.

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

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

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

3.3 Sales Tax Exemption.

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

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

(c) On or promptly after the date of the Bond Closing, the City shall upon the request of the Company issue a City sales tax exemption certificate for construction materials to be incorporated into the Project at the Project Site. The Company shall use the exemption certificate only for the purposes specified in the exemption certificate and

shall not use the exemption certificate for the purchase of any personal property other than construction materials. The Company shall indemnify and defend the City and its respective officers, employees and agents against and from any and all causes of action or actions in law or equity, liens, claims, damages, loss, costs or expenses of any nature whatsoever by any person or entity, arising out of the City's furnishing of the exemption certificate.

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

ARTICLE IV Closing

4.1 **Bond Closing.** Subject to the completion of the contingencies set forth in Section 4.6, the issuance of the Bonds and delivery of the Bond Documents (the "**Bond Closing**") shall occur not later than one hundred eighty (180) days following the Closing (the "**Latest Permissible Bond Closing Date**"). The Company shall have the right to extend the Latest Permissible Bond Closing Date one (1) time for a period of not more than thirty (30) days, which such right the Company shall exercise by giving written notice to the City of the Company's election to do so not less than thirty (30) days' prior to the Latest Permissible Bond Closing Date as originally identified in this Section 4.1.

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

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

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

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

- (a) Warranty Deed (or base lease) and Bill of Sale from the Company to the City;
- (b) The Lease and other Bond Documents; 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 Bond Documents;

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

ARTICLE V
Company Obligations, Representations,
And Warranties

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

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

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

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

(c) Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with the terms and conditions of this Agreement, nor the consummation of the transactions contemplated by this Agreement, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Company is now a party or by which the Company is bound.

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

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

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

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

ARTICLE VI
Default and Termination; Estoppel

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

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

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

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

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

6.2 **Remedies on Default.**

(a) Whenever any Event of Default shall have occurred and be continuing, the non-defaulting party shall have the right, at its option and without any further demand or notice, to take whatever action at law or in equity may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the Company or the City, as applicable, under this Agreement, including, but not limited to, terminating this Agreement and terminating tax abatement on any portion of the Project Site then owned by the Company, or instituting such proceedings as may be necessary or desirable, in the non-defaulting party’s sole opinion, to compensate the non-defaulting party for any damages resulting from all breaches by the defaulting party, including, but not limited to, a proceeding for breach of contract and/or damages. Notwithstanding the foregoing or anything in this Agreement to the contrary: (i) prior to Closing, the City’s sole remedy shall be termination of this Agreement; (ii) after Closing but prior to

commencement of construction, the City's sole remedies shall be termination of this Agreement and the remedy set forth in (b) immediately below; (iii) no party shall have the right to consequential, special, remote, or punitive damages; and (iv) the City shall not have the right to enjoin the Company to engage in any construction activities after Closing except for issues of life, safety, health or stop orders issued pursuant to Applicable Laws.

(b) If the Company, subject to Force Majeure Conditions, has not timely commenced construction of the Project as required by Section 2.5(b) hereof, the Company hereby grants to the City, and the City shall have, the option to acquire from the Company in consideration of the amount equal to the amount paid by the Company to the City at the Closing (the "**Option Purchase Price**"), at the election of the City, (i) the Project Site, (ii) the Lease, and the leasehold estate created thereby with respect to the Project Site, and the Chapter 100 Bonds (collectively, the "**Project Site Interests**"); or (iii) both (i) or (ii). If the City chooses to exercise either option (i), (ii) or (iii), the City will notify the Company in writing of its exercise of such option and state with specificity in the notice any facts demonstrating that Company has not proceeded with due diligence to commence construction of the Project as required by Section 2.5(b) hereof. The closing on such option (i), (ii) or (iii) as exercised by the City will occur on the thirtieth (30th) day after the City delivers such written notice to the Company (or such earlier date as the City and the Company shall mutually agree). On the date for such closing, the City shall pay to Company the Option Purchase Price and, simultaneously, the Company shall either: (x) with respect to option (i), convey to the City by special warranty deed fee simple title to the Project Site, free and clear of all liens and encumbrances (except the Permitted Exceptions in the conveyance to the Company and all other liens and encumbrances approved by the City, which approval shall not be unreasonably withheld or conditioned) (y) with respect to option (ii), by assignment of the Lease and a delivery of the Chapter 100 Bonds together with a Bond power all in such form and along with such other documents as the City may reasonably require, and Company's rights under this Agreement shall automatically terminate; or (z) with respect to option (iii), the Company shall deliver all documents under both (x) and (y). All costs and expenses of the closing of either such option (i), (ii) or (iii), as applicable (e.g. recording fees) will be borne by the City (except the Company shall pay its own attorney's fees). The parties agree that the interests of any party which may hereafter claim an interest in the Project Site Interests by, through, or under the Company, shall be deemed junior and inferior to the options (i), (ii) (iii) of the City under this Section 6.2(b). Upon exercise of the remedies in this Section 6.2(b) by the City any such interests in the Project Site Interests by, through, or under the Company shall be deemed automatically extinguished, null, and void.

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

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

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

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

6.3 Purchase Agreement Termination. In the event the Purchase Agreement is terminated pursuant to the terms thereof, this Agreement shall automatically terminate and the parties hereto shall have no further obligations to one another, except for any obligation that survives such termination as explicitly stated in this Agreement.

ARTICLE VII Miscellaneous

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

If to City:

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

With a copy to:

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

And

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

If to the Company:

STAR Acquisitions & Development, LLC
244 W. Mill Street, #101
Liberty, Missouri 64068
Email: tharris@stardevcorp.com; robert@stardevcorp.com
With a Copy to:

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

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

7.2 **Severability.** If any term, covenant, condition, or provision of this Agreement, or the application to any person or circumstance shall, at any time or to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall (except to the extent such result is clearly unreasonable) not be affected thereby, and under such circumstances each term, covenant, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, insofar as such enforcement is not clearly unreasonable. In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be

affected or impaired thereby. Notwithstanding the above, the City or the Company shall have the right to terminate this Agreement in the event it determines that a material provision of this Agreement has been declared invalid or unenforceable by a final order of a court of competent jurisdiction. The provisions of this Section 7.2 shall survive termination of this Agreement.

7.3 **Transfer and Assignment.**

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

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

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

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

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

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

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

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

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

7.11 **Ancillary Documents.** The City and Company hereby agree that all other agreements and other documents to be executed by the parties to effectuate the transactions contemplated in this Agreement shall be consistent with the terms and conditions of this Agreement.

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

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

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

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

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

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

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

7.19 **Company Lender.** The parties hereto acknowledge that a third party lender may provide Company capital for the transaction contemplated herein through providing financing to Company for Company's development of the Project. In such event, the City and Company each agree to work in good faith to structure the transactions contemplated herein to include such third party lender in a manner and in a capacity not inconsistent with the terms of this Agreement. The City hereby agrees that when the City acquires fee title to the Project Site as part of the Chapter 100 process, the City will agree to take such fee title subject to the Deed of Trust recorded against the Project Site by the Project lender.

7.20 **Termination.**

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

(b) Within thirty (30) days of any termination of this Agreement and upon written notice of the dollar amounts due, the Company shall make a PILOT payment to

the City equal to the pro rata amount payable pursuant to Section 3.2 hereof from January 1 of the year in question through the effective date of the termination.

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

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

7.22 Insurance and Indemnification.

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

(b) The Company releases the City Parties from, and agrees that the City shall not be liable for, and indemnifies the City against, any liabilities, losses, personal injuries, damages (including attorneys’ fees), causes of action, suits, claims, costs and expenses, demands and judgments of any nature imposed upon or asserted against the City Parties alleged to have occurred on the Project or associated with the design, development, construction, or maintenance and operation of the Project, including but not limited to any claims that the Project or any portion thereof violates Missouri’s prevailing wage act,

Sections 290.210 through 290.340, inclusive, of the Revised Statutes of Missouri, as amended, except when the result of the City Parties' sole negligent acts or omissions or intentional misconduct.

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

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

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

7.24 Waiver. The City and the Company acknowledge and agree that the amounts payable to the City under the Bond Documents shall constitute payments due the City under the Lease. The Company shall not be entitled to any extension of payment of such amounts as a result of a filing by or against the Company in any bankruptcy court.

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

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

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

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

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

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

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

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

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

(g) The Company agrees, for itself and its successors and assigns, that it will include the provisions listed in in subsections (a) through (f) above in every contract or

purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of the Executive Order, so that such provision will be binding upon each contractor or vendor that does business with the Company in conjunction with the Project, as well as those contractor's subcontractors. For the purpose of including the provisions of Section 7.27 in any construction contract or purchase order, the terms "City", "Company" and "Contract" may be changed to appropriately reflect the name or designation of the parties to such contract or purchase order.

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

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

7.28 Project Environmental.

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

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

(c) The Company agrees to protect, defend, indemnify and hold harmless, the City and the City's council members, officers, directors, employees, agents, affiliates, successors and assigns, from and against any and all claims, demands, losses, damages, costs, expenses, liabilities, assessments, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, causes of action, remedial action requirements and/or enforcement actions of any kind (including, without limitation, reasonable and necessary attorneys' fees and costs) directly or indirectly arising out of or attributable to, in whole or in part: (i) the breach of the covenants of the Company contained in subsection (a) above; (ii) Company's or Company's employees', agents', contractors' or subcontractors' use, handling, generation, manufacture, production, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of Hazardous Substances on, under, from or about all or any portion of the Project Site; or (iii) any other activity carried on or undertaken on all or any portion of the Project Site by the Company or any employees, agents, contractors or subcontractors of the Company in connection with the use, handling, generation, manufacture, production, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or

presence of any Hazardous Substance at any time located, transported or present on, under, from, to or about all or any portion of the Project Site, including without limitation: (A) the cost of any required or necessary repair, cleanup or detoxification of any portion of the Project Site and the preparation and implementation of any closure, remedial or other required plans; and (B) liability for personal injury or property damage arising under any statute or common law tort theory, including damages assessed for the maintenance of a public or private nuisance, response costs or for the carrying on of any abnormally dangerous activity.

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

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

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

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

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

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, Mayor

ATTEST:

By: _____
Crystal Doss, City Clerk

STAR ACQUISITIONS & DEVELOPMENT,
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 $0^{\circ}52'34''$ 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 29th 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 25th 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 23rd 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 25th 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.

EXHIBIT B

SCHEDULE OF PILOT PAYMENTS*

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

*The table above assumes the Bond Closing takes place in 2021 and Substantial Completion of the Project occurs in 2023. If either or both of those events takes place in another year, the table above will automatically be adjusted to reflect same so that the PILOTs during construction are handled as set forth above, and PILOTs for 15 years following the year of Substantial Completion are \$300,000 annually.

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

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

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

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

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

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

EXHIBIT C

Title of Document: Memorandum of Development Agreement

Date of Document: _____ 2020

Grantor(s): City of North Kansas City

Grantee(s): Star Acquisitions & Development, 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 DEVELOPMENT AGREEMENT

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT (this “**Memorandum**”) is executed this _____ day of _____, 2020 (the “**Effective Date**”), by **CITY OF NORTH KANSAS CITY, MISSOURI** (“**City**”), and **STAR ACQUISITIONS & DEVELOPMENT, LLC**, a Missouri limited liability company (“**Developer**”).

RECITALS

A. The City and Developer executed that certain Development Agreement dated as of _____, 2020 (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: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2020, 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 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 _____, 2020, 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]

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 29th 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 25th 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 23rd 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 25th 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.



MEMORANDUM

TO: Mayor and City Council

FROM: Eric Berlin, City Administrator

DATE: August 4, 2020

RE: Development Agreement - Northgate Village Multi-family Development Completion

Historical Review

The original Northgate Village was identified as an area prime for redevelopment during the development of the 1996 Comprehensive Plan. The apartment complex consisted of 666 single-story “garden style” apartments built between 1947 and 1951 and had served a useful life for most of its 50 plus year existence. Unfortunately, the last years of the complex saw an increasing amount of deterioration which became an increasing problem for the community and surrounding neighborhoods. At the time, these apartments constituted approximately one-quarter of the city’s residential population and spanned approximately 56 acres. Because the apartment complex represented a substantial portion of the city’s residential community, the City decided to take the significant step of designating the area for redevelopment purposes.

Project Authorization

In 1996, the City authorized the formation of the North Kansas City TIF Commission to help finance the Northgate Redevelopment project. In 1999 the City issued a Request for Proposals and selected the development team of Hunt-Midwest Enterprises and The Rainen Companies. The City was impressed with the proposal featured a mixed-use redevelopment that included single-family homes, townhomes, retail sites along Burlington Street, senior apartments, and multiple styles of apartment living. This proposal met many of the goals in the 1999 Comprehensive Master Plan including increasing homeownership and increasing residential options – specifically senior housing.

In February of 2000, the City adopted the Northgate Village TIF Plan and the Northgate Village Master Development Agreement. The development agreement between the City, TIF Commission, and the developers tasked the City with financing the public infrastructure improvements and executing any necessary regulatory approvals such as zoning, platting, and design approval. With the completion of these items, the City would then sell the property to either respective developers. Hunt-Midwest served as the general contractor for infrastructure and develop the single-family and rowhome residential properties. Rainen developed the market rate and senior living apartments. Hunt-Midwest and Rainen partnered to develop the retail pad sites. Given that the City took on the responsibility for the pre-development tasks, the parties agreed that the City would receive any proceeds through Tax Increment Financing (TIF) as reimbursement for those costs. The original Northgate Village Redevelopment timeline to completion was approximately eight years.

Beginning in 2000, the City attempted to purchase the property through negotiation but was unable to do so. A lawsuit was filed against the City by the Northgate owners. In the Spring of 2001, the City initiated condemnation proceedings. In late 2002, the City settled with the landowner for the final purchase price of 14 million dollars.

The development agreement for the Northgate redevelopment (2000) established an eight-year time frame for the redevelopment. However, that schedule could not begin until the city took possession of the property, which occurred on January 30, 2002. Therefore the development timeline ran to January 29, 2010. Demolition of the original 666 unit apartment complex was completed in 2005.

In the summer of 2010, the developers proposed an extension of the MDA due to the economic downturn during the Great Recession and its impact on the project. A four-year extension to 2014 was granted. The TIF Commission agreed to a four-year extension to 2018. In 2018, with Rainen not having constructed the planned 222 units of multi-family on the block bounded by 23rd, 25th, Buchanan and Swift (commonly called the "superblock"), the City advised Rainen of its intent to terminate the City's development agreement with him. A termination agreement with Rainen was approved in August, 2019.

An RFP for a new developer for the superblock was issued in August, 2019. Ten proposals were received, and four development teams were selected for interviews. The City determined the proposal of STAR Acquisitions & Development, LLC ("the Developer") to be the most advantageous for the City, and entered into negotiations with STAR for the sale and development of the property. Now before the Council are those agreements.

The major business terms of the Development Agreement are as follows:

- The Developer will pay the City a purchase price of \$3,000,000 for the property. The proceeds of this sale will be allocated to the Northgate Capital Project Fund, which serves as the TIF Special Allocation Fund which reimburses the City's financial investment into the project.
- The Developer commits to build 300 Class A apartments. The development will also feature approximately 375 parking spaces.
- The current development budget is estimated to be \$59 million, to be financed by the Developer with private debt (from a bank or other financial institution) and Developer equity.
- This project includes a Chapter 100 property tax abatement for fifteen years. Upon completion of the project, the City will receive an annual \$300,000 payment in lieu of tax (PILOT) payment for 15 years. The PILOT payments are detailed in Exhibit B of the Development Agreement. The City will receive the full PILOT payment until the Northgate TIF project area expires in December 2032. The City and other taxing jurisdictions will split the PILOT payments for the remaining six years of the Chapter 100 abatement.
- The City will have no liability or financial risk with respect to payment of the Chapter 100 Bonds, since the bonds are payable solely from lease payments of the Developer. All of the Chapter 100 bonds will be purchased by the Developer and will not be sold to the public.
- Under the Development Agreement the City Council agrees to approve the Chapter 100 bonds prior to the closing. This will be done at a later date by a separate ordinance approved by the City Council.
- As part of the Chapter 100 bond issuance, the Developer will receive a sales tax exemption on construction materials bought in Missouri that are used to construct the project.
- There is an extensive due diligence and City approval process that must be completed by the Developer prior to the sale of the site to the Developer. The City's financial advisor has completed the preliminary financial due diligence. The Developer must present evidence of full project funding prior to their purchase from the City. In the event the Developer does not proceed with the project the City will have the right to repurchase the property for the original purchase price.
- The Developer will have to follow the City's regular process relating to zoning, planning, TIF Commission design review, and other governmental approvals.

- The closing date for the Project is expected to occur in Spring, 2021. The project site will transfer to the Developer at closing.
- The City will have no financial liability for cost overruns or any other Developer obligations.
- The City and the Developer will execute two agreements: the Real Estate Sale Agreement and the Development Agreement.

Staff recommends the approval of the Development Agreement and the Real Estate Sale Agreement.

AN ORDINANCE ADOPTING AND APPROVING REAL ESTATE SALE AGREEMENT BETWEEN THE CITY OF NORTH KANSAS CITY, MISSOURI (AS SELLER) AND STAR ACQUISITIONS & DEVELOPMENT, LLC (AS PURCHASER), FOR CERTAIN REAL PROPERTY GENERALLY LOCATED AT 2300 SWIFT STREET IN THE CITY OF NORTH KANSAS CITY, MISSOURI.

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

WHEREAS, the City is presently the owner of a certain tract of real property containing 6.2777 acres, more or less, and located generally at 2300 Swift Street in the City of North Kansas City, Missouri, which Star Acquisitions & Development, LLC (the “**Purchaser**”) desires to purchase from the City; and

WHEREAS, simultaneously with the execution by the parties of the Real Estate Sale Agreement, that is the subject of this Ordinance, the parties will execute a development agreement (the “**Development Agreement**”) addressing certain issues related to the development of the Property (as defined in the Real Estate Sale Agreement) and the ongoing operations of such Property thereafter; and

WHEREAS, the City and the Purchaser desire to enter into that certain Real Estate Sale Agreement regarding the real property more fully described in the Real Estate Sale Agreement (the “**Real Estate Agreement**”).

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

Section 1. Authorization of Real Estate Agreement. The City Council does hereby find and determine that it is in the best interest of the City of North Kansas City, Missouri, to enter into the Real Estate Sale Agreement with Star Acquisitions and Development, LLC, for the City’s sale of certain real property generally located at 2300 Swift Street in North Kansas City, Missouri, and containing 6.2777 acres, more or less, all as more particularly described in the attached Real Estate Agreement. A copy of the Real Estate Agreement is attached hereto, marked Exhibit “1”, and is incorporated herein by reference. The provisions of the Real Estate 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 Real Estate Agreement on behalf of the City of North Kansas City, Missouri.

Section 2. Further Authority. The City shall, and the mayor, city clerk, city officials, legal counsel and employees of the City are hereby authorized and directed to take such further action, and execute 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 upon passage by the City Council and approval by the Mayor.

PASSED this 4th day of August, 2020.

Don Stielow, *Mayor*

ATTEST:

Crystal, Doss, *City Clerk*

APPROVED this 4th day of August, 2020.

Don Stielow, *Mayor*

APPROVED AS TO FORM:

Anthony W. Bologna, *City Attorney*

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

EXHIBIT “1”

REAL ESTATE SALE AGREEMENT

by and between

CITY OF NORTH KANSAS CITY, MISSOURI,

as the Seller

and

**STAR ACQUISITIONS & DEVELOPMENT, LLC,
or its assignee,**

as the Purchaser

August __, 2020

REAL ESTATE SALE AGREEMENT

THIS REAL ESTATE SALE AGREEMENT (this “**Agreement**”) is made and entered into as of August __, 2020 (“**Effective Date**”), by and between the CITY OF NORTH KANSAS CITY, MISSOURI, a third class City and municipal corporation under the laws of the State of Missouri (the “**Seller**”) and STAR ACQUISITIONS & DEVELOPMENT, LLC, a Missouri limited liability company, its successors and assigns (collectively, the “**Purchaser**”).

PRELIMINARY STATEMENTS

- A. The Seller is the owner of the real estate and related assets hereinafter described;
- B. The Seller desires to sell, and the Purchaser desires to buy, the real estate and related assets hereinafter described, at the price and on the terms and conditions set forth herein; and
- C. Simultaneously with the execution of this Agreement by the parties hereto, the parties will execute a development agreement (the “**Development Agreement**”) addressing certain issues related to the development of the Property (as defined below) and the ongoing operations of such Property thereafter.

In consideration of the recitals, the mutual covenants hereafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are mutually, conclusively acknowledged, it is agreed by and between the parties as follows:

1. **Property.**

The real estate which is the subject of this Agreement consists of approximately six (6) acres of land, more or less, and is legally described and depicted on **Exhibit A** attached hereto and is generally located at 2300 Swift Street, North Kansas City, Missouri, together with all rights, benefits, privileges, easements and other appurtenances to such land and, all of Seller’s rights in and to strips and gores and any unpaid award for damage by reason of any condemnation proceedings or change of grade of any highway, street, road or avenue (collectively, the “**Property**”).

2. **Reserved.**

3. **Sale/Conveyance.**

On the Closing Date (as herein defined) the Seller agrees to sell and convey to the Purchaser, and the Purchaser agrees to buy from the Seller, at the price and upon the other terms and conditions hereafter set forth, the Property, subject to Permitted Exceptions (as defined herein)

4. **Transfer of Title.**

Title to the Property shall be conveyed to the Purchaser by a special warranty deed (the “**Deed**”) executed by the Seller, in the form attached hereto as **Exhibit B.**

5. **Purchase Price; Earnest Money.**

The purchase price for the Property shall be THREE MILLION and No/100 Dollars (\$3,000,000.00) (the “**Purchase Price**”), payable by the Purchaser to the Seller as follows:

(a) Within five (5) business days after the Effective Date of this Agreement, the Purchaser shall deposit into a strict joint order escrow trust (the “**Escrow**”) established with the Thomson-Affinity Title, Liberty, Missouri (the “**Title Insurer**”) as earnest money hereunder, the sum of FIVE THOUSAND and No/100 Dollars (\$5,000.00) (with any interest earned thereon, the “**Earnest Money**”).

(b) If requested by Purchaser, the Earnest Money shall be invested through Closing in United States treasury obligations or such other interest bearing accounts or securities but only as are directed and approved by the Purchaser in writing and any interest earned on the Earnest Money shall be administered, paid or credited (as the case may be) in the same manner as the Earnest Money and, when credited to the escrow account shall constitute additional Earnest Money. At the closing of the transactions contemplated by this Agreement (the “**Closing**”), which shall occur on the Closing Date (defined below), the Purchaser shall receive a credit against the Purchase Price for the Earnest Money.

(c) If Purchaser terminates this Agreement prior to the end of the Due Diligence Period, or on or before the Closing Date because it is unable to obtain the Governmental Approvals (defined below) or it disapproves of the terms of the Governmental Approvals, pursuant to the terms hereof, Purchaser shall send a notice to the Title Insurer and the Title Insurer shall return the Earnest Money to Purchaser. Such a notice by Purchaser shall automatically terminate this Agreement and the same shall be of no further force or effect.

(d) The Purchase Price less a credit for the Earnest Money shall be paid by the Purchaser to the Seller by wire transfer of immediately available federal funds on the Closing Date (as defined below).

6. **Representations and Covenants.**

(a) The Seller’s Representations and Warranties. As a material inducement to the Purchaser to execute this Agreement and consummate this transaction, the Seller represents and warrants to the Purchaser as of the date hereof and continuing through and including the Closing Date as follows:

(1) Organization and Authority. The Seller has been duly organized and is validly existing as a third class city and municipal corporation in the State of Missouri. The Seller has the full right and authority to enter into this Agreement, consummate or cause to be consummated the sale and make or cause to be made transfers and assignments contemplated herein and has obtained all consents (if any) required therefor. The persons signing this Agreement on behalf of the Seller are authorized to do so. This Agreement and all of the documents to be delivered by the Seller at the Closing have been (or will be) authorized and properly executed and will constitute the valid and binding obligations of the Seller, enforceable against the Seller in accordance with their terms.

(2) Ownership. Seller holds good and marketable title to the Property free and clear of all liens and encumbrances except for Permitted Exceptions (as defined herein).

(3) Conflicts. To Seller's knowledge, there is no agreement to which the Seller is a party or binding on the Seller or the Property, which is in conflict with this Agreement or which would limit or restrict the timely performance by the Seller of its obligations pursuant to this Agreement.

(4) Documents and Records. Within five (5) business days of the Effective Date, the Seller will provide to the Purchaser true, correct and complete copies of the items scheduled in **Schedule 6(a)(4)** attached hereto to the extent they exist and were created since January 1, 2005 and are in Seller's possession (all of the foregoing collectively the "**Property Information**") including, without limitation, the most recent survey of the Property, if any (the "**Survey**").

(5) Litigation. There is no action, suit or proceeding pending or, to the Seller's knowledge, threatened against either the Seller or the Property which (i) if adversely determined, would materially affect the Property, or (ii) which challenges or impairs the Seller's ability to execute, deliver or perform this Agreement or consummate the transaction contemplated hereby.

(6) Leases. There are no leases, licenses, occupancy or use, or other rental agreements to which the Seller is a party or is bound affecting any portion of the Property as of the Effective Date, which will be in force on the Closing Date.

(7) Contracts. Except as reflected in the Title Commitment delivered to Purchaser under **Section 13** and as are stated in the Northgate Village Tax Increment Financing Plan, as amended (the "TIF Plan"), there are no contracts or other agreements in place which affect the Property.

(8) Notice of Violations. The Seller has received no written notice since January 1, 2005 that either the Property or the use thereof violates any laws, rules and regulations of any federal, state, city or county government or any agency, body, or subdivision thereof having any jurisdiction over the Property that have not been resolved to the satisfaction of the issuer of the notice.

(9) Withholding Obligation. The Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.

(10) Condemnation. There are no pending or, to the Seller's knowledge, threatened condemnation or similar proceedings affecting the Property or any part thereof.

(11) Insurance Notices. Seller has not received any uncured notices from any insurance company which has issued a policy with respect to any portion of the Property, or by any board of fire underwriters, or from any governmental authority, of zoning, building, fire or health code violations in respect to the Property.

(12) Environmental. Seller has no knowledge of any violation of Environmental Laws (as defined below) related to the Property or the presence or release of Hazardous Materials (as defined below) on or from the Property. Seller has not manufactured, introduced, released or discharged from, on, under or adjacent to the Property any Hazardous Materials or any toxic wastes, substances or materials (including, without limitation, asbestos), and Seller has not used the Property or any part thereof for the generation, treatment, storage, handling or disposal of any Hazardous Materials, in violation of any Environmental Laws. The term “**Environmental Laws**” includes without limitation the Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act and other federal laws governing the environment as in effect on the date of this Agreement together with their implementing regulations and guidelines as of the date of this Agreement, and all state, county and other local laws, regulations and ordinances that are equivalent or similar to the federal laws recited above or that purport to regulate Hazardous Materials.

(13) Intentionally Omitted.

(14) Intentionally Omitted.

(b) The Purchaser’s Representations and Warranties. As a material inducement to the Seller to execute this Agreement and consummate this transaction, the Purchaser represents and warrants to the Seller that the Purchaser has been duly organized and is validly existing as a limited liability company organized pursuant to the laws of the State of Missouri. The Purchaser has the full right and authority and has obtained any and all consents required therefor to enter into this Agreement, consummate or cause to be consummated the purchase, and make or cause to be made the deliveries and undertakings contemplated herein or hereby. The persons signing this Agreement on behalf of the Purchaser are authorized to do so. This Agreement and all of the documents to be delivered by the Purchaser at the Closing have been (or will be) authorized and properly executed and will constitute the valid and binding obligations of the Purchaser, enforceable against the Purchaser in accordance with their terms. Neither Purchaser nor any of its respective officers, directors, shareholders, partners, members or affiliates (including indirect holders of equity interests in Purchaser) is or will be an entity or person (i) that is listed in the Annex to, or is otherwise subject to the provisions of Executive Order 13224 issued on September 24, 2001 (“**EO13224**”), (ii) whose name appears on the United States Treasury Department’s Office of Foreign Assets Control (“**OFAC**”) most current list of “**Specifically Designated National and Blocked Persons**” (which list may be published from time to time in various mediums including the OFAC website, <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>), (iii) whose name appears on the United States Treasury Department’s Office of Foreign Assets Control (“**OFAC**”) most current list of the “**Foreign Sanctions Evaders (FSE) List**”, (iv) who commits, threatens to commit or supports “**terrorism**,” as that term is defined in EO13224, (v) is subject to sanctions of the United States government or is in violation of any federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations relating to terrorism or money laundering, including EO13224 and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, or (vi) who is otherwise affiliated with any entity or person listed above (any and all parties described in clauses (i) – (vi) above are

herein referred to as a “**Prohibited Person**”). Purchaser covenants and agrees that neither Purchaser nor any of its respective officers, directors, shareholders, partners, members or affiliates (including indirect holders of equity interests in Purchaser) shall (aa) conduct any business, nor engage in any transaction or dealing, with any Prohibited Person, including the making or receiving of any contribution of funds, goods, or services, to or for the benefit of a Prohibited Person, or (bb) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in EO13224. The provisions of this Section shall survive the Closing or termination of this Agreement.

(c) Representations and Warranties Prior to Closing. The continued validity in all respects of the foregoing representations and warranties shall be a condition precedent to the obligation of the party to whom the representation and warranty is given to close the transaction contemplated herein. If (i) any of the Seller’s representations and warranties shall not be true and correct at any time on or before the Closing whether not true and correct as of the date of this Agreement, or (ii) any change in facts or circumstances has made the applicable representation and warranty no longer true and correct and regardless as to whether the Purchaser becomes aware of such fact through the Seller’s notification or otherwise, then the Purchaser may, at the Purchaser’s option, exercised by written notice to the Seller (and as its sole and exclusive remedy), either (y) proceed with this transaction, accepting the applicable representation and warranty as being modified by such subsequent matters or knowledge and waiving any right relating thereto, if any, or (z) terminate this Agreement and declare this Agreement of no further force and effect, in which event the Earnest Money shall be immediately returned to the Purchaser and the parties shall have no further liability hereunder by reason thereof, except for any provision of this Agreement that is expressly intended to survive the termination of this Agreement, and, if the breach of any representation and warranty of the Seller hereunder results from the willful and intentional misconduct of the Seller, then, in that event, Purchaser shall also have the rights and remedies available to the Purchaser under **Section 18(b)** of this Agreement upon a default by the Seller of its obligations under this Agreement.

(d) Covenants of the Seller. The Seller covenants and agrees that during the period from the date of this Agreement through and including the Closing Date:

(1) The Seller will not enter into any contracts, licenses, easements, leases, deeds of trust, options, or agreements, or encumber the Property in any way, that will be an obligation affecting the Property subsequent to the Closing Date.

(2) The Seller will continue to operate and maintain the Property in accordance with past practices and will not make any material alterations or changes thereto.

(3) The Seller will maintain liability insurance of a level and type consistent with the insurance maintained by the Seller prior to the execution of this Agreement with respect to the Property.

(4) The Seller shall not do anything, nor authorize anything to be done, which would affect the condition of title as shown on the Title Commitment.

7. **Due Diligence Period; Governmental Approvals Contingency.**

(a) The Purchaser shall have a period beginning on the Effective Date and ending at 11:59 p.m., local time where the Property is located, on the date that is sixty (60) days from the Effective Date (the “**Due Diligence Period**”), to examine, inspect, and investigate the Property, and, in the Purchaser’s sole discretion, to determine whether the Purchaser wishes to proceed to purchase the Property.

(b) The Purchaser may terminate this Agreement for any reason or for no reason by giving written notice of such termination to the Seller on or before the last day of the Due Diligence Period. If this Agreement is terminated pursuant to this **Section 7**, the Earnest Money shall be immediately returned to the Purchaser, and neither party shall have any further liability or obligation to the other under this Agreement except for any provision of this Agreement that is expressly intended to survive the termination of this Agreement.

(c) The Purchaser, during the Due Diligence Period and through the Closing, shall have reasonable access to the Property for the purpose of conducting surveys, architectural, engineering, geo-technical and environmental inspections and tests, and any other inspections, studies, or tests reasonably required by the Purchaser. The Purchaser shall give the Seller not less than twenty-four (24) hours prior telephonic notice before entering onto the Property to perform inspections or tests, and in the case of tests (i) the Purchaser shall specify to the Seller the precise nature of the test to be performed, and (ii) the Seller may require, as a condition precedent to the Purchaser’s right to perform any such test, that the Purchaser deliver the Seller evidence of public liability and other appropriate insurance naming the Seller as an additional insured thereunder. Such examination of the physical condition of the Property may include an examination for the presence or absence of hazardous or toxic materials, substances or wastes (collectively, “**Hazardous Materials**”), which shall be performed or arranged by the Purchaser at the Purchaser’s sole expense. The Purchaser shall keep the Property free and clear of any liens and will indemnify, protect, defend, and hold each of the Seller and its Mayor, elected officials, staff, officers, directors members, managers, employees, and agents (each, a “**Seller Related Party**”) harmless from and against all losses, costs, damages, claims, liabilities and expenses (including reasonable attorneys’ fees and court costs) arising from physical damage to the Property and injury to persons asserted against or incurred by any Seller Related Party as a result of such entry by the Purchaser, its agents, employees or representatives except if any such damage is the result of misconduct or negligence of any Seller Related Party. If any inspection or test damages the Property and the Purchaser does not acquire the Property, the Purchaser will restore the Property to substantially the same condition as existed prior to any such inspection or test. The Purchaser and its agents, employees and representatives may, upon not less than 24 hours prior telephonic notice to the Seller, examine and make copies of all books and records and other materials relating to the condition of the Property in the Seller’s possession at the office where such records are maintained.

(d) During the Due Diligence Period and thereafter for the duration of the term of this Agreement and up to and through Closing, Purchaser shall have the right to conduct

further investigation and pursue approvals, including, without limitation, the right to apply for applicable preliminary and final development plans, preliminary and final plats, rezoning, incentives, all permitting, and all other approvals or agreements required by the applicable governmental authorities or desired by Purchaser for the development and construction of the Property, including approvals required by the TIF Plan (collectively, the “**Governmental Approvals**”). Seller and Purchaser agree that Governmental Approvals are expressly reserved to the discretion of the City and in the case of the TIF Plan, the Tax Increment Financing Commission of the City of North Kansas City, in their respective sole and absolute discretion, subject to all applicable laws. Notwithstanding anything herein to the contrary, if prior to the Closing Date Purchaser is unable to secure all Governmental Approvals (including, without limitation, all necessary permits) or if Purchaser disapproves of the terms of the Governmental Approvals in its sole discretion, Purchaser may elect by written notice to Seller on or before the Closing Date to either: (i) terminate this Agreement, in which case the Earnest Money shall be immediately returned to Purchaser and neither party shall have any further rights or obligations under this Agreement, except for any provision of this Agreement that is expressly intended to survive the termination of this Agreement; or (ii) extend the Closing Date to allow Purchaser further opportunity to attempt to secure the Governmental Approvals on terms satisfactory to Purchaser in its sole discretion, provided that such extension of the Closing Date shall not go beyond the earlier of: (x) ten (10) business days after all such Governmental Approvals on terms satisfactory to Purchaser in its sole discretion are secured; or (y) one hundred and eighty (180) days after the original Closing Date (the “**Outside Governmental Approvals Deadline**”). If such Governmental Approvals are not secured by the Outside Governmental Approvals Deadline, this Agreement shall automatically terminate following the Outside Governmental Approvals Deadline, in which case the Earnest Money shall be immediately returned to Purchaser and neither party shall have any further rights or obligations under this Agreement, except for any provision of this Agreement that is expressly intended to survive the termination of this Agreement.

8. **As Is Sale.**

EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES OF THE SELLER SET FORTH IN THIS AGREEMENT AND THE CLOSING DOCUMENTS (AS DEFINED BELOW), THE PURCHASER UNDERSTANDS AND AGREES THAT THE SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PROPERTY OR THE TRUTH, ACCURACY OR COMPLETENESS OF ANY MATERIALS, DATA OR INFORMATION DELIVERED BY THE SELLER TO THE PURCHASER IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREBY. THE PURCHASER ACKNOWLEDGES AND AGREES THAT UPON CLOSING THE SELLER SHALL TRANSFER AND CONVEY TO THE PURCHASER AND THE PURCHASER SHALL ACCEPT THE PROPERTY “AS IS, WHERE IS, WITH ALL FAULTS”, EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT OR IN ANY AGREEMENT OR INSTRUMENT EXECUTED BY THE SELLER AND DELIVERED TO THE PURCHASER AT CLOSING (“CLOSING DOCUMENTS”).

THE PURCHASER REPRESENTS TO THE SELLER THAT THE PURCHASER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS THE PURCHASER DEEMS NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF THE SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO, OTHER THAN SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE SELLER AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT AND THE CLOSING DOCUMENTS.

9. Intentionally Omitted.

10. **Closing.**

(a) The Closing shall be accomplished through the escrow referred to in **Section 10(b)** below, and shall take place on the date (the “**Closing Date**”) that is selected by the Purchaser by written notice to the Seller, which date shall be no later than forty-five (45) days after the date upon which the Due Diligence Period expires, provided that all conditions precedent to the Closing have been fulfilled or have been waived in writing by the respective party entitled to waive same.

(b) On or prior to the date set for Closing under this Agreement, the parties shall establish a customary deed and money escrow with the Title Insurer.

11. **Conditions to the Purchaser’s Obligation to Close.**

(a) The Purchaser shall not be obligated to proceed with the Closing unless and until each of the following conditions has been either fulfilled or waived in writing by the Purchaser:

(1) This Agreement shall not have been previously terminated pursuant to any other provision hereof;

(2) The Seller shall deliver or cause to be delivered to the Purchaser all instruments and documents to be delivered to the Purchaser at the Closing pursuant to **Section 14** and **Section 16** or any other provision of this Agreement;

(3) Seller shall have performed all of its obligations required to be performed hereunder on or before Closing;

(4) The Title Insurer shall have committed to issue a title policy satisfying the requirements of **Section 13** hereof;

(5) There shall exist no pending or threatened actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors,

insolvency, bankruptcy, reorganization or other proceedings, against or involving Seller that could affect Seller's ability to perform its obligations under this Agreement;

(6) Purchaser shall have conducted, immediately prior to the Closing, a re-inspection of the Property which confirms that no material change has occurred from the date of the original Property inspection. If the Property has materially changed, other than by an Act of God or the actions of third parties over whom Seller has no control, from the date of the original Property inspection, the Purchaser shall have the rights and remedies under **Section 18(b)** hereof;

(7) Seller shall be in good standing and it and the Property are in full compliance with all building and zoning codes applicable to the Property, if any, and the Property shall be free of all liens;

(8) Purchaser, in its sole discretion, has secured acceptable Governmental Approvals and the City has approved a Chapter 100 Plan acceptable to Purchaser in its sole discretion; and

(9) The Development Agreement shall be in full force and effect in the form originally executed and of even date herewith, except with respect to any amendments agreed to in writing by Seller and Purchaser.

(b) In the event that any of the foregoing conditions shall not have been fulfilled on or before the time for Closing hereunder, then Purchaser shall have the remedies provided for in **Section 18(b)** hereof.

12. **Conditions to the Seller's Obligation to Close.**

(a) The Seller shall not be obligated to proceed with the Closing unless and until each of the following conditions has been fulfilled or waived in writing by the Seller:

(1) The Purchaser shall be prepared to pay to the Seller the Purchase Price and all other amounts to be paid to it at Closing pursuant to the provisions of this Agreement;

(2) The Purchaser shall be prepared to deliver to the Seller all instruments and documents to be delivered to the Seller at the Closing pursuant to **Section 15** and **Section 16** or any other provision of this Agreement; and

(3) This Agreement shall not have been previously terminated pursuant to any other provision hereof.

(b) In the event that any of the foregoing conditions shall not have been fulfilled on or before the time for Closing hereunder, then Seller shall have the remedy provided for in **Section 18(a)** hereof.

13. **Title Insurance.**

(a) Within fifteen (15) days of the Effective Date of this Agreement, the Seller, at Seller's sole cost and expense, shall deliver (or cause the Title Insurer to deliver to the Purchaser) a commitment for the Title Policy described in **Section 13(b)** below dated on or after the Effective Date (the "**Title Commitment**"), together with legible copies of all of the underlying documentation described in such Title Commitment (the "**Title Documents**") to the extent not already delivered to Purchaser. Purchaser may obtain an updated ALTA survey of the Property at Purchaser's sole cost and expense (the "**Updated Survey**").

(b) Purchaser shall have a period of thirty (30) days after receipt of the later of the Title Commitment and the Updated Survey ("**Title Review Period**") in which to review the Title Commitment, the Title Documents, the Updated Survey, and the Survey and notify Seller in writing, at Purchaser's election, of such objections as Purchaser may have to any matters contained therein ("**Purchaser's Objection Notice**"; any of said objections listed on Purchaser's Objection Notice are deemed the "**Objectionable Exceptions**"). If Seller does not notify Purchaser in writing within five (5) business days after receiving the Purchaser's Objection Notice, Seller shall conclusively be deemed to have agreed to remove all said Objectionable Exceptions at or before Closing. On the other hand, if Seller notifies Purchaser in writing within five (5) business days after receipt of the Purchaser's Objection Notice that it has elected not to cure one or more of said Objectionable Exceptions ("**Seller's Notice**"), Purchaser shall have the right to either (i) terminate this Agreement by delivering written notice within five (5) business days after receipt of such Seller's Notice, in which event, the Earnest Money shall be returned to Purchaser and neither party shall have any further rights or obligations under the Agreement, except for any provision of this Agreement that is expressly intended to survive the termination of this Agreement, (ii) Purchaser may consummate the transaction contemplated by this Agreement in accordance with the terms hereof, in which event, all those Objectionable Exceptions that Seller has so elected not to cure shall conclusively be deemed to constitute "**Permitted Encumbrances**", or (iii) extend Purchaser's time period to exercise its rights under (i) or (ii) of this subsection for an additional ten (10) days to attempt to address any outstanding title and/or survey issues with Seller.

(c) The Seller, at its sole expense, shall cause to be delivered to the Purchaser at Closing an owner's title insurance policy with extended coverage (the "**Title Policy**") issued by the Title Insurer, dated the day of Closing, in the full amount of the Purchase Price, the form of which shall be American Land Title Association Owner's Policy, Standard Form B, 2006 (or such other form required or promulgated pursuant to applicable state insurance regulations), insuring good and marketable title to Purchaser, subject only to the Permitted Exceptions (as defined below). The Title Policy may contain any endorsements reasonably requested by the Purchaser which are available in Missouri; provided that, the Purchaser shall satisfy itself as to the availability of any such endorsements prior to the expiration of the Due Diligence Period. The costs of any such endorsements shall be paid for by the Purchaser unless otherwise provided herein.

(d) Prior to Closing, Seller shall remove or cure (1) liens of an ascertainable amount, which liens the Seller shall cause to be released at the Closing or affirmatively insured over by the Title Insurer with the Purchaser's approval and, (2) any exceptions or encumbrances

to title which are not reflected on the Title Commitment delivered to Purchaser on the Effective Date, unless Purchaser consents to same. In addition, the Seller and Purchaser shall provide the Title Insurer with all affidavits, ALTA statements or personal undertakings (collectively, the “**Owner’s Affidavit**”), in form and substance reasonably acceptable to the Title Insurer, that will permit the Title Insurer to provide extended coverage and to remove the standard “mechanics lien” and “GAP” exceptions and otherwise issue the Title Policy.

(e) “**Permitted Exceptions**” shall mean: (1) any exception arising out of an act of the Purchaser or its representatives, agents, employees or independent contractors; (2) zoning and subdivision ordinances and regulations; (3) Permitted Encumbrances, as described in **Section 13(b)** above; (4) other title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount, which Seller (with the consent of Purchaser) elects to have removed or insured over by the Title Insurer by the payment of money and which are removed or insured over at or prior to Closing; and (5) real estate taxes and assessments not yet due and payable for the year in which the Closing Date occurs and any subsequent years.

14. **Documents to be Delivered to the Purchaser at Closing.**

At Closing, the Seller shall deliver or cause to be delivered to the Purchaser each of the following instruments and documents, properly signed and notarized by Seller, as applicable:

(a) Deed. The Deed, in the form attached hereto as **Exhibit B**.

(b) The Title Policy. The Title Policy, provided, however, that the Title Policy may be delivered after the Closing if at the Closing the Title Insurer, issues a currently effective, duly-executed “marked-up” Title Commitment and irrevocably commits in writing to issue the Title Policy in the form of the “marked-up” Title Commitment after the Closing.

(c) FIRPTA. An affidavit, in the form attached hereto as **Exhibit C**, stating the Seller’s U.S. taxpayer identification number and that the Seller is a “United States person”, as defined by Internal Revenue Code Section 1445(f)(3) and Section 7701(b).

(d) Owner’s Affidavit. The Owner’s Affidavit referred to in **Section 13(d)** above.

(e) Surveys, Plans, Permits and Specifications. All existing surveys, blueprints, drawings, designs, plans and specifications, permits, and operating manuals for or with respect to the Property or any part thereof to the extent the same are in the Seller’s possession or control.

(f) Other Documents. Such other documents and instruments as may be required by any other provision of this Agreement or as may reasonably be required to carry out the terms and intent of this Agreement.

15. **Documents to be Delivered to the Seller at Closing.**

At Closing, the Purchaser shall deliver or cause to be delivered to the Seller each of the following instruments, documents and amounts:

(a) Purchase Price. The Purchase Price calculated pursuant to **Section 5** hereof.

(b) Other Documents. Such other documents and instruments as may be required by any other provision of this Agreement or as may reasonably be required to carry out the terms and intent of this Agreement.

16. **Documents to be Delivered by the Seller and the Purchaser at Closing.**

At Closing, the Purchaser and the Seller shall deliver or cause to be delivered each of the following instruments and documents:

(a) Escrow Instructions. Escrow instructions as described in **Section 10(b)**.

(b) Settlement Statement. Executed settlement statement.

17. Intentionally Omitted.

18. **Default; Termination.**

(a) If the Purchaser defaults in any material respect hereunder, and such default is not cured within ten (10) days after written notice to Purchaser, the Seller's sole remedy shall be to terminate this Agreement by giving written notice thereof to the Purchaser, whereupon the Earnest Money shall be paid to the Seller as liquidated damages as the Seller's sole and exclusive remedy, and neither party shall have any further liability or obligation to the other, except for any provision of this Agreement that is expressly intended to survive the termination of this Agreement. The parties acknowledge and agree that the Seller's actual damages in the event of purchaser's default are uncertain in amount and difficult to ascertain and that said amount of liquidated damages was reasonably determined and is not a penalty. The Seller may not exercise its sole remedy if the Seller is in default in any material respect under this Agreement.

(b) If the Seller defaults in any material respect hereunder, and such default is not cured within ten (10) days after written notice to Seller, the Purchaser may enforce this Agreement under applicable law, or terminate this Agreement by written notice to Seller, whereupon the Earnest Money shall be immediately returned to the Purchaser and neither party shall have any further liability or obligation to the other, except for any provision of this Agreement that is expressly intended to survive the termination of this Agreement. The Purchaser may not exercise its remedies hereunder if the Purchaser is in default in any material respect under this Agreement.

19. **Expenses.**

(a) Transfer taxes, if any, and title insurance premiums for the extended coverage Title Policy (other than the costs of the endorsements to such Title Policy, except for extended coverage) and one-half (1/2) of the escrow fee, shall be borne and paid by the Seller.

(b) The costs of the endorsements to the Title Policy, one-half (1/2) of the

escrow fee and any other recording fees respecting the Deed, shall be borne and paid by the Purchaser.

(c) All other costs, charges, and expenses shall be borne and paid as provided in this Agreement, or in the absence of such provision, in accordance with applicable law or local custom.

20. **Intermediaries.** The Seller represents to the Purchaser, and the Purchaser represents to the Seller, that there is no broker, finder, or intermediary of any kind with whom such party has dealt in connection with this transaction. If any claim is made for broker's or finder's fees or commissions in connection with the negotiation, execution or consummation of this Agreement or the transactions contemplated hereby by or through acts of Seller or Purchaser or their respective partners, agents or affiliates, then Seller or Purchaser, as applicable, shall defend, indemnify and hold harmless the other party from and against any such claim based upon any statement, representation or agreement of such party, which obligation shall survive Closing.

21. **Risk of Loss.** All risk of loss shall be borne by Seller until Closing. Seller agrees to give Purchaser prompt notice of any fire or other casualty affecting the Property between the date hereof and Closing or of any actual or threatened taking or condemnation of all or any portion of the Property. If prior to the Closing there shall occur any such damage, or actual or threatened taking or condemnation, then in any such event Purchaser may at its option terminate this Agreement by notice to Seller within twenty (20) days after Purchaser has received the notice referred to above or at the Closing, whichever is earlier, and the Earnest Money shall be returned to Purchaser. If Purchaser does not so elect to terminate this Agreement, then the Closing shall take place as provided herein without abatement of the Purchase Price, and there shall be assigned to Purchaser at the Closing all of Seller's interest in and to all insurance proceeds or condemnation award that are allocable to the Property, plus a credit for the amount of any insurance deductible.

22. **General Provisions.**

(a) **Entire Agreement.** This Agreement, including all exhibits and schedules attached hereto and documents to be delivered pursuant hereto, shall constitute the entire agreement and understanding of the parties with respect to the subject matter contained herein, and there are no other prior or contemporaneous written or oral agreements, undertakings, promises, warranties, or covenants related to such subject matter not contained herein.

(b) **Amendments in Writing.** This Agreement may be amended only by a written agreement executed by all of the parties hereto.

(c) **Waiver.** No waiver of any provision or condition of this Agreement by any party shall be valid or effective unless in writing signed by such party. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act, or default.

(d) **Time of the Essence.** Time is of the essence of this Agreement. In the computation of any period of time provided for in this Agreement or by law, any date falling on a Saturday, Sunday or legal holiday when banks are not open for business in North Kansas City,

Missouri, shall be deemed to refer to the next day which is not a Saturday, Sunday, or legal holiday when banks are not open for business in such location.

(e) Severability. Except as otherwise provided in the succeeding sentence, every term and provision of this Agreement is intended to be severable, and if any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement. The preceding sentence shall be of no force or effect if the consequence of enforcing the remainder of this Agreement without such illegal or invalid term or provision would be to cause any party to lose the benefit of its economic bargain.

(f) Headings. Headings of sections are for convenience of reference only, and shall not be construed as a part of this Agreement.

(g) Successors and Assigns. Except as provided below, Purchaser may not assign this Agreement without the Seller's consent. Purchaser may assign this Agreement to any entity that Purchaser controls, that Purchaser is controlled by, that Purchaser is under common control with; provided that, such assignment must be in writing and provide for the assignment of all of the Purchaser's obligations under this Agreement arising before or after such assignment, in which event Purchaser shall be released from any obligations hereunder. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective legal representatives, successors, assigns, heirs, and devisees of the parties.

(h) Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to be an adequate and sufficient notice if given in writing and delivery is made either by (i) personal delivery, in which case the notice shall be deemed received the date of such personal delivery or refusal of receipt, (ii) nationally recognized overnight air courier service, next day delivery, prepaid, in which case the notice shall be deemed to have been received one (1) business day following delivery to such nationally recognized overnight air courier service or refusal of receipt, or (iii) email, provided that delivery thereof is acknowledged by the receiving party, evidenced by the sender's receipt of a receipt evidencing delivery from its email program, or the sender of an email notice otherwise does not receive any indication that such email did not get delivered properly to the applicable recipient, and to the following addresses or email addresses, as applicable:

IF TO THE PURCHASER:

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

with copies to:

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

IF TO THE SELLER:

City of North Kansas City, Missouri
2010 Howell Street
North Kansas City, Missouri 64116
Attention: City Administrator
Email: Eberlin@nkc.com

with a copy to:

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

and with a copy to:

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

or to such additional or other persons, at such other address or addresses as may be designated by notice from the Purchaser or the Seller, as the case may be, to the other party. Any notice to be delivered pursuant to this Agreement (including without limitation, any notice or responses related to title, survey or other due diligence matters) may be delivered by either Purchaser or its counsel or Seller or its counsel and the delivery of notice by counsel instead of the applicable Purchaser or Seller is expressly permitted and agreed to by the parties to this Agreement and each party's counsel shall be deemed a permitted and authorized agent of such party for purposes of delivering notices until the time that the Purchaser or Seller notifies the other party in writing that their counsel does not have authority to deliver notices of this Agreement on its behalf, respectively.

(i) Governing Law; Choice of Forum. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Missouri, notwithstanding any choice of law rules to the contrary.

(j) Counterparts; Non-Paper Records. This Agreement may be signed or otherwise authenticated in any number of counterparts and by different parties to this Agreement on separate counterparts, each of which, when so authenticated, shall be deemed an original, but all such counterparts shall constitute one and the same Agreement. Any signature or other authentication delivered by facsimile or electronic transmission shall be deemed to be an original signature hereto. Each party who signs or otherwise authenticates this Agreement hereby: (1) agrees that the other party may create a duplicate of this Agreement by storing an image of it in an electronic or other medium (a “**Non-Paper Record**”); (2) agrees that, after creating the Non-Paper Record, such party may discard or destroy the original in reliance on this Section; (3) agrees that the Non-Paper Record shall be treated as the original for all purposes; and (4) expresses its present intent to adopt and accept the Non-Paper Record as an authenticated record of this Agreement. This Agreement, when signed or authenticated pursuant to this Section, shall be evidence of the existence of this Agreement and may be received in all courts and public spaces as conclusive evidence of the existence of this Agreement and that this Agreement was duly executed by the parties to this Agreement.

(k) Attorney’s Fees. In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover all costs and expenses including its attorneys’ fees in such action or proceeding in such amount as the court may adjudge reasonable. The prevailing party shall be determined by the court based upon an assessment of which party’s major arguments made or positions taken in the proceedings could fairly be said to have prevailed over the other party’s major arguments or positions on major disputed issues in the court’s decision. If the party which shall have commenced or instituted the action, suit or proceeding shall dismiss or discontinue it without the concurrence of the other party, such other party shall be deemed the prevailing party.

(l) Construction. This Agreement shall not be construed more strictly against the Purchaser merely by virtue of the fact that the same has been prepared by the Purchaser or its counsel, it being recognized both of the parties hereto have contributed substantially and materially to the preparation of this Agreement. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders and any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

(m) 1031 Exchange. The Purchaser may structure the purchase of the Property as a like-kind exchange under Internal Revenue Code Section 1031 at Purchaser’s sole cost and expense. Seller shall reasonably cooperate therewith, provided that Seller shall incur no material costs, expenses or liabilities in connection with Purchaser’s exchange and the Seller shall not be required to take title to or contract for purchase of any other property. If Purchaser uses a qualified intermediary to effectuate the exchange, any assignment of the rights or obligations of such party hereunder shall not relieve, release or absolve such party of its obligations to the other party hereunder.

(n) Reporting Obligations. The Seller and the Purchaser hereby designate the Title Insurer to act as and perform the duties and obligations of the “reporting person” with respect to the transaction contemplated by this Agreement for purposes of 26 C.F.R. Section 1.6045-4(e)(5) relating to the requirements for information reporting on real estate

transaction closed on or after January 1, 1991. If required, the Seller, the Purchaser and the Title Insurer shall execute at Closing a designation agreement designating the Title Insurer as the reporting person with respect to the transaction contemplated by this Agreement.

(o) Excusable Delays. The parties hereto acknowledge and agree that Purchaser's acquisition of the Property pursuant to this Agreement is dependent on Purchaser's ability to secure financing for the acquisition and development of the Property, the timing of which may or may not be affected by the COVID-19 pandemic and the effect on the lending market it has had and may have in the future. The parties agree that in the event of any such delay, the Closing Date shall be extended to accommodate such delay but not for a period longer than one hundred eighty (180) days and the parties shall cooperate to document such extension. If Closing has not taken place and such delay remains at the end of such 180-day period, this Agreement shall automatically terminate, in which case the Earnest Money shall be immediately returned to Purchaser and neither party shall have any further rights or obligations under this Agreement, except for any provision of this Agreement that is expressly intended to survive the termination of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

SELLER:

CITY OF NORTH KANSAS CITY, MISSOURI

By: _____
Don Stielow, Mayor

ATTEST:

By: _____
Crystal Doss, City Clerk

[SEAL]

PURCHASER:

STAR Acquisitions & Development, LLC,
a Missouri limited liability company

By: _____
Timothy D. Harris, President

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

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.

EXHIBIT B

FORM OF MISSOURI SPECIAL WARRANTY DEED

THIS DEED is made as of _____, 20____, by and between the CITY OF NORTH KANSAS CITY, MISSOURI ("Grantor") and STAR Acquisitions & Development, LLC, a Missouri limited liability company ("Grantee"), with an address of 244 W. Mill Street, #101, Liberty, Missouri 64068.

WITNESSETH, that Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, to Grantor paid by Grantee (the receipt of which is hereby acknowledged) does by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM, unto Grantee and its successors and assigns, the following described land, lots, tracts or parcels of land, lying, being and situate in the County of Clay and State of Missouri (the "Property"), to wit:

See **Exhibit A** attached hereto.

SUBJECT TO: The permitted exceptions described on **Exhibit B** attached hereto.

TO HAVE AND TO HOLD, the Property aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in any way appertaining unto the said Grantee and unto its successors and assigns forever; Grantor hereby covenanting that it has good right to convey the same; that the said Property is free and clear from any encumbrances done or suffered by, through or under Grantor, except as above stated; and that it will warrant and defend the title of the said Property unto Grantee and unto its successors and assigns forever, against the lawful claims and demands against Grantor and Grantor's successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same by, through, or under Grantor, except as set forth above.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

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

GRANTOR:

CITY OF NORTH KANSAS CITY, MISSOURI

By: _____,
 _____, Mayor

[SEAL]

ATTEST:

By: _____
 Crystal Doss, City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
 COUNTY OF CLAY)

BE IT REMEMBERED, that on this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, the Mayor of the City of North Kansas City, Missouri, who is personally known to me to be the same person who executed, as such official, the within instrument on behalf of and with the authority of said City, and such person duly acknowledged the execution of the same to be the free act and deed of said City.

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

 Print Name: _____
 Notary Public in and for said County and State

My Commission Expires:

Exhibit A

LEGAL DESCRIPTION

Exhibit B

PERMITTED EXCEPTIONS

EXHIBIT C

FORM OF FIRPTA AFFIDAVIT

Section 1445 of the Internal Revenue Code, as amended, provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person. To inform the Transferee (as defined below) that withholding of tax is not required upon the disposition of a United States real property interest by the CITY OF NORTH KANSAS CITY, MISSOURI, a third class City and municipal corporation of the State of Missouri (the “**Transferor**”) to STAR ACQUISITIONS AND DEVELOPMENT, LLC, a Missouri limited liability company (the “**Transferee**”) relating to the real property described on **Schedule A** hereto (the “**Transferred Interests**”), the undersigned, being first duly sworn upon oath, does hereby depose and say, and does hereby on behalf of the Transferor represent that the following is true as of the date hereof:

1. Don Stielow is the Mayor of the Transferor and is familiar with the affairs and business of the Transferor;
2. The Transferor is not a foreign person; that is, the Transferor is not a nonresident alien, a foreign corporation, foreign partnership, foreign trust or foreign estate (as all such terms are defined in the Internal Revenue Code of 1986, as amended, and United States Treasury Department Income Tax Regulations in effect as of the date hereof);
3. The Transferor is a third class City and municipal corporation of the State of Missouri duly organized, validly existing and in good standing under the laws of the State of Missouri;
4. The Transferor’s United States employer identification number is 44-6000236;
5. The Transferor’s office address and principal place of business is 2010 Howell Street, North Kansas City, Missouri 64116; and
6. Transferor is not a disregarded entity as defined in §1.1445-2(b)(2)(iii).

The undersigned and the Transferor understand that this affidavit and certification may be disclosed to the United States Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

All terms (whether capitalized or not) used but not defined herein shall have the same respective meanings as in the Internal Revenue Code of 1986, as amended, and the United States Treasury Department Income Tax Regulations in effect as of the date hereof.

Under penalties of perjury, we declare that we have examined this affidavit and certificate, and to the best of our knowledge and belief, it is true, correct and complete. We further declare that we have authority to sign this affidavit and certificate on behalf of the Transferor.

IN WITNESS WHEREOF, Transferor has executed and delivered this FIRPTA Affidavit as of _____, 20__.

CITY OF NORTH KANSAS CITY, MISSOURI

By: _____
_____, Mayor

[SEAL]

ATTEST:

By: _____
Crystal Doss, City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF CLAY)

BE IT REMEMBERED, that on this ___ day of _____, 20__, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, the Mayor of the City of North Kansas City, Missouri, a _____, who is personally known to me to be the same person who executed, as such official, the within instrument on behalf of and with the authority of said City, and such person duly acknowledged the execution of the same to be the free act and deed of said City.

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

Print Name: _____
Notary Public in and for said County and State

My Commission Expires:

SCHEDULE A

LEGAL DESCRIPTION OF THE PROPERTY

SCHEDULE 6(a)(4)
PROPERTY INFORMATION

1. Copies of all contracts.
2. Copies of all governmental licenses and permits.
3. Copies of all environmental, engineering, geo-technical reports.
4. Copies of any agreements that will be binding on the Purchaser after closing.
5. Copies of all insurance policies.
6. Insurance loss histories for the last full calendar year and year to date for the current calendar year.
7. Copies of the real estate tax bills for the last three tax years for which bills are available.
8. A copy of the most recent survey of the Property.
9. A copy of the Seller's existing Owner's Title Insurance Policy.
10. Summary of all pending and threatened litigation and claims.
11. All other documentation reasonably requested by the Purchaser if in Seller's possession or control.

MEMORANDUM



TO: Mayor and City Council

FROM: Eric Berlin, City Administrator

DATE: August 4, 2020

RE: 1007 Armour Funding Agreement

Background

The City has received an application from Yarco-Devco, LLC, for an economic development incentive authorized by Chapter 100 of Missouri Statutes. Yarco-Devco intends to purchase the City-owned 1.04-acre parcel located at 1007 Armour Road North Kansas City, Missouri 64116. Yarco-Devco plans to develop this property with a 49-unit apartment building with ground-floor art space.

The Request

In order to facilitate the development, Yarco-Devco is seeking benefits under the Chapter 100 redevelopment statute. They are requesting state and local sales tax exemption for the construction materials used to build the new apartment building. The developer states that this incentive is valued at \$287,000 in project costs.

Chapter 100 is often used to affect property tax abatement but in this application Yarco-Devco is not seeking property tax abatement. Use of Chapter 100 requires the issuance of bonds that in this case will finance the acquisition of the construction materials for this project.

Under Chapter 100, the property is transferred to the ownership of the City during the time period of the incentive, and leased back by the City to the developer. In a Chapter 100 transaction, the City is essentially the property owner in name only; the company will 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 City will have no liability with respect to payment of the bonds, since the bonds are payable solely from lease payments by the developer.

Funding Agreement

There are costs to the City associated with executing a Chapter 100 redevelopment plan. The City will have to employ the services of a bond counsel as well those of our financial advisor firm, Stifel Financial Corporation. It is appropriate that the applicant for Chapter 100 benefits reimburse the City for these costs. Therefore, attached is a resolution authorizing the City to enter into a funding agreement with Yarco-Devco, LLC, whereby they will deposit \$15,000 with the City, from which the City will pay bond counsel and the financial advisor for their services. Yarco-Devco, LLC has executed this funding agreement.

With the Council's approval of the agreement, bond counsel will commence work on the Chapter 100 bonds documents. In the event that the initial deposit is insufficient, the funding agreement provides for the replenishment of the fund to ensure that the City's costs are fully covered.

Staff is supportive of this financing in that it has no negative impact on the real estate property tax revenue of the City or other taxing jurisdictions. In fact, the project will increase property value to the benefit of all jurisdictions. Staff recommends approval of the resolution.

RESOLUTION NO. 20-035

RESOLUTION ADOPTING AND APPROVING A FUNDING AGREEMENT BETWEEN THE CITY OF NORTH KANSAS CITY, MISSOURI AND YARCO-DEVCO, LLC, FOR A CERTAIN REDEVELOPMENT 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, Yarco-Devco, LLC., (the “**Developer**”) seeks to purchase the City-owned 1.04-acre parcel located at 1007 Armour Road North Kansas City, Missouri 64116, and plans to develop this property with a 49-unit apartment building with ground-floor art space (the “**Project**”); and

WHEREAS, the Developer is working with the City to develop a plan to provide for the funding of the design and construction of the Project, in accordance with Missouri law and applicable City Code requirements; and

WHEREAS, the Company proposes to use the issuance of revenue bonds pursuant to §§100.010 through 100.200 of the Revised Statutes of Missouri and Article VI, Section 27(b) of the Missouri Constitution (“**Chapter 100 Bonds**”) in order to provide sales tax exemption relating to the construction materials as part of the construction and improvement of the Project by purchasing such materials with the proceeds of Chapter 100 Bonds; and

WHEREAS, in order for the City to fully consider and evaluate the Developer’s proposals to fund the Project, the City will need to engage financial consultants and outside legal counsel to research, analyze and implement applicable law and financing options to facilitate the issuance of the Chapter 100 Bonds related to funding the Project; and

WHEREAS, the Developer seeks to deposit funds with the City to be used by the City to pay for administrative expenses and actual consultant expenses necessary to implement the Chapter 100 Bond financing for the Project.

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 Funding Agreement. The City Council hereby authorizes the City to enter into the Funding Agreement with Yarco-Devco, LLC, which Funding Agreement shall be in substantially the form of Exhibit “1”, attached hereto and incorporated herein by reference. The provisions of the Funding Agreement are hereby approved and adopted by the City Council of the City of North Kansas City, Missouri. The Mayor and City Clerk are hereby authorized and directed to execute the Funding Agreement on behalf of the City of North Kansas City, Missouri.

Section 2. Further Authority. The City shall, and the mayor, city clerk, city officials, legal counsel and employees of the City are hereby authorized and directed to take such further action, and execute 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 4th day of August, 2020.

Don Stielow, *Mayor*

ATTEST:

Crystal Doss, *City Clerk*

EXHIBIT “1”

FUNDING AGREEMENT

THIS FUNDING AGREEMENT (“Agreement”) is entered into this 29th day of July, 2020, by and between the **CITY OF NORTH KANSAS CITY, MISSOURI**, a Missouri municipal corporation (the “City”), and **YARCO-DEVCO, LLC** (the “Company” or the “Developer”).

RECITALS

A. The City is a third class city incorporated and exercising governmental functions and powers pursuant to the Constitution and the Statutes of the State of Missouri.

B. The Company is a Missouri limited liability company authorized to do business in the State of Missouri engaged in the business of real estate development.

C. The Company proposes to use the issuance of revenue bonds pursuant to §§100.010 through 100.200 of the Revised Statutes of Missouri and Article VI, Section 27(b) of the Missouri Constitution ("Chapter 100 Bonds") in order to provide sales tax exemption relating to the construction materials used in construction and improvement of the Project by purchasing such materials and equipment with the proceeds of Chapter 100 Bonds.

D. The City does not have a source of funds to finance costs incurred by it, in the form of additional City staff time, legal, fiscal, planning, direct out-of-pocket expenses and other costs, resulting from services rendered in connection with the review, evaluation, processing and consideration of the Chapter 100 Bond request.

E. It is the City’s policy that landowners and developers who desire assistance from the City in a public-private partnership or by economic incentive tools shall demonstrate the financial ability to allow for the full and fair evaluation by the City of all development proposals and requests for economic incentives from the City.

F. In order for the City to fully consider and evaluate the application, the Developer seeks to deposit funds with the City to be used by the City to pay for actual and reasonable out-of-pocket expenses necessary to perform a full evaluation of the incentive application.

AGREEMENT

1. Services to be Performed by the City. The City will engage the services of Gilmore & Bell, P.C. (“Bond Counsel”), to provide the following services with respect to the issuance of bonds pursuant to the Chapter 100 Act (the “Bonds”):

a. Subject to the completion of proceedings to Bond Counsel’s satisfaction, Bond Counsel will render a legal opinion (the “Bond Opinion”) regarding the validity and binding effect of the Bonds, the tax-exempt status of the Bonds, as applicable, and such related matters as Bond Counsel deems necessary or appropriate.

b. Examine applicable law as it relates to the authorization and issuance of the Bonds and Bond Counsel’s Bond Opinion and advise the parties regarding the legal authority for the issuance of the Bonds, the tax-exempt status of the Bonds, as applicable, and other legal matters

related to the structure of the Bonds.

c. Prepare or review authorizing proceedings and other legal documents necessary or appropriate to the authorization, issuance and delivery of the Bonds and the lease of the property included in the Chapter 100 Bond request to the Company and coordinate the authorization and execution of documents.

d. Draft the necessary public notice and proceedings for the required public hearing with respect to the Bonds.

e. Attend meetings and conferences related to the Bonds and otherwise consult with the parties to the transaction prior to the issuance of the Bonds.

f. Coordinate the closing of the transaction, and after the closing assemble and distribute transcripts of the proceedings and documentation relating to the authorization and issuance of the Bonds.

g. Undertake such additional duties as Bond Counsel deems necessary to complete the financing and to render Bond Counsel's Bond Opinion.

h. Prepare the plan and cost-benefit analysis required by the Chapter 100 Act (the Chapter 100 Plan"), and related documents and coordinate notice to the affected taxing jurisdictions and related matters.

The City will also obtain the services of Stifel, Nicolaus & Company, Incorporated ("the Financial Advisor") to provide financial advisor services with respect to the Bonds and the Chapter 100 Plan.

2. Initial Deposit. The Company will be responsible for paying the legal fees of Bond Counsel and the fees of the Financial Advisor. It is anticipated that fees will be as follows: (a) \$7,500 for Bond Counsel's preparation of the Chapter 100 Plan and related work, which will be paid by the City to Bond Counsel from the Deposit within 10 days of the City Council consideration of the Chapter 100 Plan for approval and is not contingent upon approval of the Chapter 100 Plan, (b) \$7,500 for the services of the Financial Advisor with respect to the Plan and the Bonds, which will be paid by the City to the Financial Advisor from the Deposit within 10 days of the City Council consideration of the Chapter 100 Plan for approval and is not contingent upon approval of the Chapter 100 Plan, and (c) based upon an estimated principal amount of \$5,000,000, the fee of Chapter 100 Bond Counsel will be \$TBD assuming the Company buys their own bonds and is contingent upon issuance of the Bonds. The City acknowledges receipt of an initial deposit of funds (the "Deposit") from the Company in the amount of \$15,000.

3. Disbursement of Funds. The City will disburse the Deposit to pay Bond Counsel and the Financial Advisor the fees under Sections 2(a) and 2(b) above. Bond Counsel's fee as bond counsel under Section 2(c) will be paid at the closing of the transaction.

4. Termination.

a. In the event the Company fails to perform any of its obligations herein, the City may terminate this Agreement, and any other agreement between the parties, at its sole discretion upon ten (10) days written notice to the Company. Termination by the City shall also terminate any duties and obligations of the City with respect to this Agreement, including, but not limited to, the City's processing of Company's Tax Abatement Request. Upon such termination, the City shall retain the Deposit necessary to reimburse all outstanding expenses incurred by the City pursuant to this Agreement and shall pay all remaining refundable Deposit to the Company within ninety (90) days of such termination.

b. The parties hereto acknowledge that the Company may determine to abandon the Tax Abatement Request. Upon notice of abandonment by the Company, this Agreement shall terminate and the City may terminate any other agreement between the parties and shall retain the Deposit necessary to reimburse outstanding expenses incurred pursuant to this Agreement and shall pay all remaining refundable Deposit to the Company within sixty (60) days of such termination.

5. Notice. Any notice, approval, request or consent required by or asked to be given under this agreement shall be deemed to be given if in writing and mailed by United States mail, postage prepaid, or delivered by hand, and addressed as follows:

To the City:

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

With a copy to:

City of North Kansas City
Attention: City Counselor
2010 Howell Street
North Kansas City, MO 64116

To Developer:

Yarco-Devco, L.L.C.
Attn: Michael T. Grube
7920 Ward Parkway
Kansas City, Missouri 64114

With a copy to:

Levy Craig Law Firm
Attn: Scott Seitter
4520 Main Street, Suite 1600
Kansas City, Missouri 64111

Each party may specify that notice be addressed to any other person or address by giving to the other party ten (10) days prior written notice thereof.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

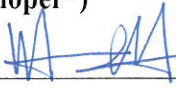
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

**CITY OF NORTH KANSAS CITY,
MISSOURI**

By: _____

Its: _____

**YARCO-DEVCO, LLC, (“Company” or
“Developer”)**

By:  _____, MICHAEL GRAPE

Its: DIRECTOR OF DEVELOPMENT _____

MEMORANDUM



TO: Mayor and City Council

FROM: Eric Berlin, City Administrator

DATE: August 4, 2020

RE: Dad & Daughter 5K Run/Walk

Staff has been contacted by Susan Dawes, who received a short-term conditional use permit on March 17, 2020 for a run/walk on September 19, 2020. She inquired as to, given NKC's current emergency health order, the run/walk could be held. The event had about 300 runners last year.

Ms. Dawes submitted the following email outlining the process that the KC Running Company, which would operate the 5K, is currently using for runs like these. Staff seeks direction from the City Council as to whether this event could proceed if it were held today, under the current order in place. (It is understood that whether an order will be in place on September 19, and if so what its provisions will be, is unknown at this time.)

-----Original Message-----

From: Brad Ziegler <bziegler1003@yahoo.com>

To: cardinalhp@aol.com

Sent: Mon, Jul 20, 2020 3:18 pm

Subject: Re: D&D Social Distancing

We changed our processes last month and have implemented them for the last three of our races, and to a limited extent, for the third party race we did about a week ago in Gardner.

We have been doing a drive through packet pickup at our store (you could do it in the bowling alley parking lot) to minimize contact at packet pickup. We are discouraging day of event packet pickup, but some still wait until then to pick up their packets.

We are organizing the runners by their expected finish time on race morning and loading them into the starting chute in small groups of 20 or so based on that time. We send out the waves every 30 seconds or so. We set up small cones in the starting chute for participants in each wave to stand near before they start, keeping them 6' or more apart until the start of the race.

If you would like to purchase bottled water for the water station (the small bottles seem to work the best), your volunteer can just set them on the table that we provide, rather than handing them cups, so that the participants can pick up their own water and minimize contact with the volunteer.

We are using bib chips for our events (\$0.75 each) rather than shoe chips so that there is no contact with a volunteer in the finish chute. We have been putting the finishers medal, a bottle of water and snacks in a brown paper bag and putting them on a table for finishers to pick up, again to reduce contact.

We don't post results at the race to minimize congregation of participants at a results table and we have been mailing out the awards to the top overall and age group finishers after the race.

We ask volunteers to wear masks and gloves. We ask participants to wear masks until they line up to run, and then again after they are done.

Brad Ziegler

KC Running Company

816-529-5860

www.kcrunningcompany.com

MEMORANDUM

TO: Mayor; City Councilmembers

FROM: Thomas E. Barzee, Jr., *City Counselor*
Anthony Bologna, *City Attorney*
Kevin Freeman, *Chief of Police*

RE: *Recommendation that Chapter 9.12, "Defense of Justification," of the Code of the City of North Kansas City be Repealed in its Entirety*

DATE: August 4, 2020

CC: Eric Berlin, *City Administrator*

I. PURPOSE

If enacted by the City Council and approved by the Mayor, the attached ordinance will repeal Chapter 9.12, "Defense of Justification," of the Code of the City of North Kansas City, Missouri (the "**City Code**"), in its entirety. This would include, but not be limited to, the repeal of § 9.12.070 (use of force by a law enforcement officer in making an arrest) and § 9.12.080 (use of force by a private person in making an arrest).

Several weeks ago, a citizen brought to the attention of the City of North Kansas City, Missouri (the "**City**") two specific provisions found in the City Code, *viz.*, §§ 9.12.070 and 9.12.080. The citizen voiced her concern about these two sections and urged the City to repeal the provisions of each section.¹ City staff promptly commenced review of the existing code provisions, as well as attempting to determine (i) whether the City has any need for such language in the City Code and (ii) the history behind the adoption of such language in the City Code.

For each of the reasons set forth in this memorandum, and after due discussion, review and deliberation the City Attorney, City Counselor and Chief of Police recommend that Ordinance No. 9319 be duly passed and approved by action of the city council and mayor respectively, and that Chapter 9.12 of the City Code be repealed in its entirety effective immediately.

¹ During comments from the public at the City Council meeting on July 21, 2020, two additional citizens also urged the City to repeal these two sections of the City Code.

II. BACKGROUND INFORMATION

The genesis of Chapter 9.12, “Defense of Justification,” found in the current City Code traces back to March 27, 1984, at which time the City adopted a revision and codification of the ordinances of the City of North Kansas City, Missouri entitled “the Code of the City of North Kansas City, Missouri.” *See*, Ordinance No. 5292 (Mar. 27, 1984)². Based upon research by several individuals, we have concluded that the current contents of Chapter 9.12 were never adopted by a separate formal ordinance of the City, but rather the provisions found in Chapter 9.12 of the City Code were simply included when the City Code was re-codified in 1984 and were, therefore, adopted through passage of Ordinance No. 5292 approving the entire 1984 City Code. There is no record of either the Governing Body or City staff recommending or discussing the need for adding “Defense of Justification” to the City Code. While the practice of adding new sections to a city code at the time of recodification is somewhat common—certainly not unheard of—it does explain how this language ended up in today’s City Code.

It appears that when the City included defense of justification in the 1984 City Code, it simply followed the language in the Revised Statutes of Missouri. Though the state statutory language has been amended from time to time since its original enactment, the current City Code carefully follows the original statutory language. The table below identifies the various sections of the current City Code, the topic of each section, and the comparable state statute sections.

| City Code Citation | General Heading | State Statute Citation³ |
|---------------------------|--|---|
| 9.12.010 | Definitions | 563.011 |
| 9.12.020 | Execution of public policy | 563.021 |
| 9.12.030 | Justification generally | 563.026 |
| 9.12.040 | Use of force in defense of persons | 563.031 |
| 9.12.050 | Use of physical force in defense of premises | 563.036 ⁴ |
| 9.12.060 | Use of physical force in defense of property | 563.041 |
| 9.12.070 | Law enforcement officer’s use of force in making an arrest | 563.046 |
| 9.12.080 | Private person’s use of force in making an arrest | 563.051 |
| 9.12.090 | Use of force to prevent escape from confinement | 563.056 |
| 9.12.100 | Use of force by persons with responsibility for care, discipline or safety of others | 563.061 |

² The adoption of Ordinance No. 5292 in 1984 approved an earlier version of today’s City Code. This included for the first time sections involving “Defense of Justification.” In the 1984 City Code, the provisions for “Defense of Justification” were found in Sections 16-41 through 16-50, inclusive. It is those sections that today comprise all of Chapter 9.12 of the City Code.

³ All references to a state statute are to the Revised Statutes of Missouri. It should be noted that though several of the state statutes have been amended over the years, each of the above cited state statutes originally became effective January 1, 1979, and it was upon these state statutes that the City originally adopted what is in today’s City Code.

⁴ Section 563.036, MO. REV. STAT., was repealed by the state legislature effective August 28, 2007.

MEMO TO MAYOR AND CITY COUNCIL
RE: Recommendation to Repeal Chapter 9.12
Defense of Justification
August 4, 2020

It is our collective belief and recommendation that the provisions set forth in Chapter 9.12 of the City Code are not needed inasmuch as the defense of justification is set forth in §§ 563.011, *et seq.*, MO. REV. STAT. The statutory provisions, of course, apply to the City, its citizens and police officers. Moreover, after doing some research, as well as making inquiry of other cities, it does not appear that other municipalities have adopted such language in their respective municipal codes. Please understand, however, that the repeal of these code provisions by the City would have absolutely no impact on existing state law.

Hopefully, this memorandum has been helpful, but, of course, should you have any questions or comments, please do not hesitate to contact any of us.

AN ORDINANCE REPEALING CHAPTER 9.12, “DEFENSE OF JUSTIFICATION,” INCLUDING ALL SECTIONS IN CHAPTER 9.12, OF THE CODE OF THE CITY OF NORTH KANSAS CITY, MISSOURI.

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

WHEREAS, it has been considered, determined and concluded that Chapter 9.12, “Defense of Justification,” of the Code of the City of North Kansas City, Missouri (the “**City Code**”) is not needed or necessary to protect the public health, safety and welfare of the citizens and employees of the City and, therefore, Chapter 9.12 and all sections contained therein as set forth in the City Code should be repealed in their entirety, effective immediately.

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

Section 1. Repeal of Chapter 9.12 of the City Code. Chapter 9.12, “Defense of Justification,” of Title 9, “Public Peace, Morals and Welfare,” of the Code of the City of North Kansas City, Missouri is hereby repealed in its entirety, which includes the repeal of Sections 9.12.010, 9.12.020, 9.12.030, 9.12.040, 9.12.050, 9.12.060, 9.12.070, 9.12.080, 9.12.090, and 9.12.100.

Section 2. Preemption. Nothing in this Ordinance shall be interpreted or applied so as to create any power, duty or obligation in conflict with, or preempted by, any Federal or State law.

Section 3. Providing for Repeal of Conflicting Ordinances. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed. Where appropriate, ordinances previously adopted are hereby amended to conform to the provisions 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, after compliance with all governing laws, rules and regulations, upon passage by the City Council and approval by the Mayor.

PASSED this 4th day of August, 2020.

Don Stielow, *Mayor*

ATTEST:

Crystal Doss, *City Clerk*

APPROVED this 4th day of August, 2020.

Don Stielow, *Mayor*

APPROVED AS TO FORM:

Anthony W. Bologna, *City Attorney*

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

MEMORANDUM



TO: Mayor and City Council

FROM: Eric Berlin, City Administrator

DATE: August 4, 2020

RE: Review of Public Safety Ordinances

At the City Council's July 21, 2020 meeting, Councilmember Saper suggested that a committee be formed to review the Public Safety ordinances in the City Code. He asked that a discussion of this idea be added to this Council agenda.

Staff does not know how such a committee would work and has some doubt about the cost-effectiveness of this approach from a staff perspective. Staff would note that in the Proposed FY 2021 Budget, staff is proposing an expenditure of \$4,500 for the City's codification company, Municode, to conduct a legal review to identify conflicts in the Code that might have arisen over the years due to changes in state statutes, errors, or inconsistencies in maintaining the printed versions of the Code. Staff believes this would be a more effective approach to code review.

MEMORANDUM



TO: Mayor and City Council

FROM: Eric Berlin, City Administrator

DATE: August 4, 2020

RE: Amendments to City Code Chapter 9.36, "Housing Discrimination"

Chapter 9.36 of the City Code addresses housing discrimination. Per Section 9.36.010, it is the public policy of the City to eliminate discrimination and safeguard the right of any person to sell, purchase, lease, rent or obtain real property without regard to race, sex, color, religion, national origin or ancestry.

Councilmember DeLong has proposed that Chapter 9.36 be amended to add sexual orientation and gender identity to the categories the classes that are safeguarded in Chapter 9.36. He states, "All people regardless of their race, sex, sexual orientation, gender identity, color, religion or national origin should feel welcome in North Kansas City, and I believe the passage of this ordinance reflects the community's commitment to openness and acceptance regardless of a person's sexual orientation or gender identity."

The ordinance before the Council makes the necessary changes to Chapter 9.36 to add these classes to the City's non-discrimination policy. Staff recommends approval.

AN ORDINANCE AMENDING CHAPTER 9.36, “HOUSING DISCRIMINATION,” OF TITLE 9, “PUBLIC PEACE, MORALS AND WELFARE,” OF THE CODE OF THE CITY OF NORTH KANSAS CITY, MISSOURI.

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

WHEREAS, the City is a community that respects and actively seeks to welcome and protect all those who reside in our community; and

WHEREAS, the governing body finds that providing protection against wrongful discrimination contributes to the creation of a diverse, welcoming community that promotes harmony and mutual respect, and otherwise promotes the health, safety, and welfare of the citizens of North Kansas City; and

WHEREAS, the governing body finds that discrimination based on race, sex, sexual orientation, gender identity, color, religion or national origin is wrongful discrimination and inconsistent with the City’s goals and values; and

WHEREAS, local, state, and federal laws provide protection against discrimination against certain classes of individuals in housing, and such laws provide a complaint and enforcement process for parties who allege discrimination in violation of local, state, or federal law; and

WHEREAS, in some instances, current state and federal housing laws have been interpreted to exclude protection against discrimination and retaliation on the basis of sexual orientation and gender identity, thereby precluding the use of the complaint and enforcement process outlined therein; and

WHEREAS, the City desires to extend the law to prohibit discrimination and retaliation based upon sexual orientation and gender identity, giving these characteristics the same protection state and federal law already consistently provide with respect to race, sex, sexual orientation, gender identity, color, religion, or national origin.¹

¹ In examining discrimination issues under the Fair Housing Act, the courts frequently draw from employment discrimination analysis. See *Gamble v. City of Escondido*, 104 F.3d 300, 304 (9th Cir.1997) (“We apply Title VII discrimination analysis in examining Fair Housing Act (‘FHA’) discrimination claims. ‘Most courts applying the FHA, as amended by the [Fair Housing Act Amendments], have analogized it to Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq.*, which prohibits discrimination in employment.’” (quoting *Larkin v. Mich. Dep’t of Soc. Servs.*, 89 F.3d 285, 289 (6th Cir.1996))); *Pfaff v. U.S. Dep’t of Hous. & Urban Dev.*, 88 F.3d 739, 745 n. 1 (9th Cir.1996) (“We may look for guidance to employment discrimination cases.”). In an employment discrimination case, the United States Supreme Court recently ruled stated as follows: “Today, we must decide whether an employer can fire someone simply for being homosexual or transgender. The answer is clear. An employer who fires an individual for being homosexual or transgender fires that person for traits or actions it would not have questioned in members of a different sex.” *Bostock v. Clayton County*, ___U.S.____, 2020 WL 3146686 (2020).

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

Section 1. Section 9.36.010 of Chapter 9.36, “Housing Discrimination,” of Title 9, “Public Peace, Morals and Welfare,” of the CODE OF THE CITY OF NORTH KANSAS CITY, MISSOURI is hereby amended to read as follows:

9.36.010 Declaration of policy.

The city council of the city of North Kansas City, Missouri, declares it to be the public policy of the city to eliminate discrimination and safeguard the right of any person to sell, purchase, lease, rent or obtain real property without regard to race, sex, sexual orientation, gender identity, color, religion, national origin or ancestry. This chapter shall be deemed an exercise of the police powers of the city for the protection of the public welfare, prosperity, health and peace of the citizens of the city.

Section 2. Section 9.36.020 of Chapter 9.36, “Housing Discrimination,” of Title 9, “Public Peace, Morals and Welfare,” of the CODE OF THE CITY OF NORTH KANSAS CITY, MISSOURI is hereby amended to read as follows:

9.36.020 Definitions.

For the purpose of this chapter the following terms, phrases, words and their derivations shall have the meaning given herein unless the context otherwise indicates.

“Aggrieved person” means and includes any person who is attempting to provide housing for himself or herself and/or his or her family in the city.

“Discriminate” means distinctions in treatment because of race, sex, sexual orientation, gender identity, color, religion or national origin of any person. Discrimination includes any distinction in treatment based on a person’s presumed or assumed race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, or age, regardless of whether the presumption or assumption as to such characteristic is correct.

“Gender identity” means the gender-related identity, appearance, mannerisms, or other gender-related characteristics of an individual, with or without regard to the individual’s assigned sex at birth.

“Person” means and includes an individual, firm, partnership or corporation.

“Sexual orientation” means one’s actual or perceived emotional or physical attraction to, or romantic or physical relationships with, members of the same gender, members of a different gender, or members of any gender; or the lack of any emotional or physical attraction to, or romantic or physical relationships with, anyone. The term

“sexual orientation” includes a history of such attraction or relationship or a history of no such attraction or relationship.

Section 3. Section 9.36.030 of Chapter 9.36, “Housing Discrimination,” of Title 9, “Public Peace, Morals and Welfare,” of the CODE OF THE CITY OF NORTH KANSAS CITY, MISSOURI is hereby amended to read as follows:

9.36.030 Discriminatory practices.

It is a discriminatory practice and a violation of this chapter for any person to:

A. Refuse to sell or rent after making an offer of sale or rental and receiving a bona fide offer of purchase or rental, or refuse to negotiate for the sale or rental of a dwelling to any person because of race, sex, sexual orientation, gender identity, color, religion or national origin of any person;

B. Discriminate against any person in the terms, conditions or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, sex, sexual orientation, gender identity, color, religion or national origin;

C. Make, print or publish, or cause to be made, printed or published any notice, statement or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation or discrimination based on race, sex, sexual orientation, gender identity, color, religion or national origin, or an intention to make any such preference, limitation or discrimination;

D. Represent to any person because of race, sex, sexual orientation, gender identity, color, religion or national origin that any dwelling is not available for inspection, sale or rental when such dwelling is in fact so available;

E. Induce or attempt to induce any person to sell or rent any dwelling by representations regarding the entry, or prospective entry, into the neighborhood of a person or persons of a particular race, sex, sexual orientation, gender identity, color, religion or national origin;

F. Discriminate in the sale or rental of housing on the basis of a handicap;

G. Discriminate in the sale or rental of housing because a family seeking to rent or purchase has children.

Section 4. Section 9.36.040 of Chapter 9.36, “Housing Discrimination,” of Title 9, “Public Peace, Morals and Welfare,” of the CODE OF THE CITY OF NORTH KANSAS CITY, MISSOURI is hereby amended to read as follows:

9.36.040 Discrimination in the financing of a house.

It is unlawful for any bank, building and loan association, insurance company or other corporation, association, firm or enterprise whose business consists in whole or in part in the making of commercial real estate loans, to deny a loan to a person applying therefore for the purpose of purchasing, constructing, repairing or maintaining a dwelling, or to discriminate against him or her in the fixing of the amount or conditions of such loan, because of the race, sex, sexual orientation, gender identity, color, religion or national origin of such person or of any person associated with him or her in connection with such financing.

Section 5. Providing for Repeal of Conflicting Ordinances. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed. Where appropriate, ordinances previously adopted are hereby amended to conform to the provisions of this Ordinance.

Section 6. 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 7. Governing Law. This ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 8. Effective Date. This ordinance shall be in full force and effect upon passage by the City Council and approval by the Mayor.

PASSED this 4th day of August, 2020.

Don Stielow, *Mayor*

ATTEST:

Crystal, Doss, *City Clerk*

APPROVED this 4th day of August, 2020.

Don Stielow, *Mayor*

APPROVED AS TO FORM:

Anthony W. Bologna, *City Attorney*

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

MEMORANDUM

TO: Honorable Mayor Stielow & City Council Members
FROM: Pat Hawver, Director of Public Works
DATE: August 4, 2020
RE: Budget Amendment - Pump Station Repairs

Between October 2019 and February 2020 many substantial pump and motor related problems at three stormwater pump stations were discovered during routine inspections. The reason for the pump and motor failures was determined to be due to high river stages from mid-May through August 2019. All six storm water pump stations were activated continuously to keep river water from entering the pump stations and to pump storm water to the river each time it rained.

The 2020 Water Pollution Control (WPC) budget included \$40,000 for pump station repairs. On April 21, 2020, the Council approved a budget amendment in the amount of \$347,000 to cover the estimated costs of pump and motor repairs and leave a balance of approximately \$50,000 for additional pump station repairs that might occur during the remainder of the fiscal year.

Unfortunately, the amount left for repairs between the April 21st meeting and the remainder of the fiscal year will not be sufficient. The current balance in the Pump Repairs line item is \$23,877. In July, a pump and motor failed at the Bedford sanitary sewer pump station. The cost of the repairs, which are in progress, will be \$49,955. This outstanding expense was encumbered to the pump station repairs line item which resulted in the negative account balance.

The current state of this line item is as follows:

| | |
|--------------------|-------------------|
| Current Balance: | \$23,877 |
| Bedford Repair: | <u>(\$49,555)</u> |
| Resulting Deficit: | (\$26,078) |

Staff recommends approval of a Budget Amendment appropriating \$66,000 from the Gaming Fund to the WPC Pump Station Repairs account to cover the outstanding invoices and leave a balance of \$39,922 in the event there are additional pump station repairs this fiscal year.

RESOLUTION NO. 20-054

**A RESOLUTION AMENDING THE GAMING FUND FOR FISCAL YEAR 2019-2020
BY APPROPRIATING \$66,000 TO THE WPC CAPITAL OUTLAY-
INFRASTRUCTURE ACCOUNT FOR PUMP STATION REPAIRS**

WHEREAS, the City of North Kansas City, Missouri adopted the fiscal year 2019-2020 Budget on September 17, 2019, Resolution No. 19-054, using estimates of income and expenditures established at that time; and

WHEREAS, the original 2020 Water Pollution Control (WPC) budget included \$40,000 for pump station repairs, for unforeseen repairs that occur every year; and

WHEREAS, on April 21, 2020, the Council approved a budget amendment in the amount of \$347,000 to cover the estimated costs of pump and motor repairs and leave a balance of approximately \$50,000 for additional pump station repairs that might occur during the remainder of the fiscal year; and

WHEREAS, due to further expenses and pump failures that have occurred since that time another budget amendment is necessary; and

WHEREAS, staff recommends approval of a budget amendment appropriating \$66,000 from the Gaming Fund to the WPC Pump Station Repairs account to cover the outstanding invoices and leave a balance of \$39,922 in the event there are additional pump station repairs this fiscal year.

NOW, THEREFORE, BE IT RESOLVED that the following amendment shall be made to the fiscal year 2019-2020 Budget as follows:

GAMING FUND

| | | <u>Increase</u> | <u>Decrease</u> |
|----------------------------|-------------|-----------------|-----------------|
| <u>Revenues</u> | | | |
| Balance Appropriation | 25-4999 | \$66,000 | |
| <u>Expenditures</u> | | | |
| Transfer Out - WPC Fund | 25-535-9070 | \$66,000 | |

WATER POLLUTION CONTROL FUND

Increase Decrease

Revenues

| | | |
|---------------------------|---------|----------|
| Transfer In – Gaming Fund | 61-4940 | \$66,000 |
|---------------------------|---------|----------|

Expenditures

| | | |
|--|-------------|----------|
| Capital - Infrastructure Pump Station Repairs | 61-570-8770 | \$66,000 |
|--|-------------|----------|

DONE this 4th day of August 2020

Donald Stielow, Mayor

Attest: _____
Crystal Doss, City Clerk

MEMORANDUM

TO: Mayor; City Councilmembers

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

RE: *Consent of Save-A-Lot Assignment to Third Party—Property at 2751 Burlington, North Kansas City, Missouri*

DATE: August 4, 2020

CC: Eric Berlin, *City Administrator*; Sara Copeland, *Community Development Director*

The City owns the ground on which the Save-A-Lot store sits at 2751 Burlington. In 1998, the City entered into a Ground Lease with Randall’s International, since succeeded by Niemann Foods, Inc. (“**Tenant**”), which ran for twenty years, with Tenant having the option of extending the lease term for three additional renewal periods of five (5) years each. Tenant is in the middle of the first five-year option period. The annual base rent is \$1.00.

While the City owns and leases the ground to Tenant, during the term of the lease Tenant owns and has title to the building and improvements on the property. At the end of the lease period, Tenant will surrender possession of the building and improvements to the City.

Section 11.1 of the Ground Lease, *Assignment and Subletting*, provides that Tenant shall have the right to freely assign or sublet its interest under the lease, subject to the City’s approval, which shall not be unreasonably withheld. On September 14, 2006, Tenant sublet the facility to Moran Foods, Inc., a Missouri corporation, d/b/a Save-A-Lot, Ltd.

The City has been contacted by Save-A-Lot requesting that the City approve and consent to Save-A-Lot assigning its interest under its lease with Niemann Foods, Inc., to a retail partner to operate the Save-A-Lot grocery store. The retail partner operating the store would similar to a franchisee of Save-A-Lot, though I am not sure that there is a franchise agreement. The City has been requested to approve the following language:

“The City hereby approves and consents to Save-A-Lot assigning their interest under that certain Lease by and between Niemann Foods, Inc. an Illinois corporation, and Moran Foods, Inc., a Missouri corporation, d/b/a Save-A-Lot, Ltd. dated September 14, 2006 to a retail partner.”

Staff recommends approval of this assignment. Please advise if you have any questions.

MEMORANDUM

TO: Mayor; City Councilmembers

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

RE: *Proposed Second Amendment to Contract Services Agreement for Appraisal Services with Al Donoho d/b/a Donoho Appraisals*

DATE: August 4, 2020

CC: Eric Berlin, *City Administrator*; Sara Copeland, *Community Development Director*

On September 17, 2019, the City Council passed and the Mayor approved Resolution No. 19-064, which approved a certain Contract Services Agreement for Appraisal services (the “**Agreement**”) with Al Donoho d/b/a Donoho Appraisals (the “**Appraiser**”). On September 18, 2019, the City subsequently entered into the Agreement with the Appraiser for appraisal and right-of-way agent services related to the Burlington Corridor Complete Street Project (the “**Project**”). On April 7, 2020, the City Council passed and the Mayor approved Resolution No. 20-020, approving the First Amendment to the Agreement, which is dated April 8, 2020. Though the Appraiser has completed all appraisals for the various parcels of property involved in the Project, additional time is needed to complete all of the Appraiser’s services under the Agreement. As required by regulations, several of the appraisals completed by the Appraiser must undergo a “review appraisal” by a separate and qualified review appraiser. In this case, Ken Jagers has served as the review appraiser and, though he has advised me that the review appraisals are essentially complete, certain compliance and review matters needed to be finalized. Once the appraisals are completed, then City staff must receive authorization from the City Council to proceed with offers to each property owner for the needed property easement or other property acquisition. All of the remaining work and services will not be able to be completed by the end of the term set forth in the First Amendment to the Agreement (*viz.*, August 15, 2020).

City Staff recognized this problem in completing the work and services as provided for in the Agreement, as amended, and contacted Mr. Donoho with our concerns. He promptly executed and returned a proposed Second Amendment/Addendum to the Agreement (the “**Second Amendment**”) that I had prepared and forwarded to him. Sara and I selected a somewhat arbitrary date to insert into the Second Amendment as the proposed new end of the term and at which time all work is to be completed. The new date assumes, of course, that the state of emergency ends at some time in the reasonably foreseeable future. It is possible, however, that additional time may be needed.

MEMO TO MAYOR AND CITY COUNCIL
RE: Appraisal Services (Donoho)—2nd Amendment
August 4, 2020

As stated at the time the Agreement was approved, no offers to acquire right-of-way or easements will be made without review and approval by the City Council.

Please feel free to contact either Sara or me should you have any questions or comments.

RESOLUTION NO. 20-053

A RESOLUTION APPROVING SECOND AMENDMENT/ADDENDUM TO CONTRACT SERVICES AGREEMENT FOR APPRAISAL SERVICES WITH AL DONOHO

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 September 17, 2019, the City adopted Resolution No. 19-064, approving a certain Contract Services Agreement for Appraisal Services (the “**Agreement**”) with Al Donoho d/b/a Donoho Appraisals (the “**Appraiser**”); and

WHEREAS, on April 7, 2020, the City adopted Resolution No. 20-020, approving the First Amendment to Contract Services Agreement for Appraisal Services (the “**First Amendment**”) with Al Donoho d/b/a Donoho Appraisals (the “**Appraiser**”); and

WHEREAS, due to unforeseen circumstances that have arisen the work cannot be completed during the time period set forth in the First Amendment to the Agreement and, therefore, the parties agree that it is appropriate to extend the term of the Agreement; and

WHEREAS, the City and the Appraiser now desire to enter into the Second Amendment to the Agreement pursuant to the terms and conditions set forth therein.

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 Second Amendment. The City Council hereby authorizes the City to enter into the Second Amendment/Addendum to the Contract Services Agreement for Appraisal Services with Al Donoho, all as set forth in the attached Second Amendment, which Second Amendment shall be in substantially the form of “**Exhibit 1**”, attached hereto and incorporated herein by reference. The City Council hereby approves the Second Amendment.

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 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 4th day of August, 2020.

Don Stielow, *Mayor*

ATTEST:

Crystal Doss, *City Clerk*

EXHIBIT “1”

**SECOND AMENDMENT/ADDENDUM TO
CONTRACT SERVICES AGREEMENT FOR APPRAISAL SERVICES**

THIS SECOND AMENDMENT/ADDENDUM (this “Second Amendment”) is to that certain Contract Services Agreement for Appraisal Services dated September 18, 2019 (the “Agreement”), as previously amended on April 8, 2020, by and between the CITY OF NORTH KANSAS CITY, MISSOURI, a Missouri municipal corporation and third class city of the State of Missouri (the “City”) and AL DONOHO d/b/a DONOHO APPRAISALS (the “Appraiser”).

IT IS HEREBY UNDERSTOOD and agreed that the following changes are incorporated into and made a part of the Agreement:

1. Paragraph 4.1 of the Agreement is hereby amended to read as follows:

4.1 **Term.** Unless earlier terminated in accordance with Section 4.2 below, this Agreement shall continue in full force until November 18, 2020, unless all services have been completed prior thereto.

ALL OTHER terms and conditions of the aforementioned Contract Services Agreement for Appraisal Services remain unchanged.

DATED this ____ day of August, 2020.

AL DONOHO d/b/a DONOHO APPRAISALS

CITY OF NORTH KANSAS CITY, MISSOURI

Al Donoho 7-29-20
Al Donoho Date

Don Stielow, Mayor Date

MEMORANDUM

TO: Honorable Mayor Stielow & City Council

FROM: Crystal Doss, City Clerk

DATE: August 4, 2020

RE: Financial Disclosure Ordinance

This is a routine ordinance that the Council adopts each year. Missouri law requires that political subdivisions with annual operating budgets over one million dollars adopt an ordinance at an open meeting by September 15, making public their method of disclosing potential conflicts of interest. If the City does not adopt its own method of disclosing conflicts of interest by September 15, it will automatically fall under the complex state reporting requirements.

The only officials that need to file a financial disclosure statement the following year are the chief purchasing officer, the chief administrative officer, the full-time general counsel and those employees and elected officials who have had a transaction of more than \$500 with the political subdivision.

AN ORDINANCE OF THE CITY OF NORTH KANSAS CITY, MISSOURI, TO ESTABLISH A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN OFFICIALS.

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, it is in the best interest of the citizens of the City of North Kansas City, Missouri, that a procedure be established to disclose potential conflicts of interest and substantial interests for certain municipal officials.

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

Section 1. **Declaration of Policy.** The proper operation of municipal government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the city.

Section 2. **Conflicts of Interest.** All elected and appointed officials, as well as employees of the City must comply with § 105.454, MO. REV. STAT., on conflicts of interest as well as any other state law governing official conduct. The Mayor or any member of the City Council, who has a substantial personal or private interest, as defined by state law, in any bill shall disclose on the records of the City Council the nature of his interests and shall disqualify himself from voting on any matters relating to this interest.

Section 3. **Disclosure Reports.** Each elected official, candidate for elective office, the chief administrative officer, the chief purchasing officer and the general counsel (if employed full-time) of the City, shall disclose the following information by May 1 if any such transactions were engaged in during the previous calendar year:

a. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars, if any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision; and

b. The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars, if any, that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee or penalty due

to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision; and

c. The chief administrative officer, the chief purchasing officer and candidates for either of these positions also shall disclose by May 1, or the appropriate deadline as referenced in § 105.487, MO. REV. STAT., the following information for the previous calendar year:

1. The name and address of each of the employers of such person from whom income of one thousand dollars or more was received during the year covered by the statement.

2. The name and address of each sole proprietorship that he owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or co-participant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the secretary of state; the name, address and general nature of the business conducted of any closely-held corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent or more of any class of outstanding stock, limited partnership units or other equity interests;

3. The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

Section 4. Filing of Reports.

a. The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year:

1. Every person required to file a financial interest statement shall file the statement annually not later than May 1 and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any member of the City Council may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement;

2. Each person appointed to office shall file the statement within thirty days of such appointment or employment covering the calendar year ending the previous December 31;

3. Every candidate required to file a personal financial disclosure statement shall file no later than fourteen days after the close of filing at which the candidate seeks nomination or election or nomination by caucus. The time period of this statement shall cover the twelve months prior to the closing date of filing for candidacy.

b. Financial disclosure reports giving the financial information required in Section 3 shall be filed with the City and with the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

Section 5. When Filed. The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year:

a. Each person appointed to office shall file the statement within thirty days of such appointment or employment.

b. Every other person required to file a financial interest statement shall file the statement annually not later than May 1 and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any member of the City Council may supplement the financial interest statement to report additional interest acquired after December 31 of the covered year until the date of filing of the financial interest statement.

Section 6. Filing of Ordinance. If this ordinance is adopted prior to September 15, 2018, the City Clerk shall send a certified copy to the Missouri Ethics Commission within ten days of its adoption.

Section 7. 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 8. 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 9. Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 10. Effective Date. This ordinance shall be in full force and effect from and after the date of its passage by the City Council and approval by the Mayor and shall remain in effect for two years from the date of passage.

PASSED this 4th day of August, 2020.

Don Stielow, *Mayor*

ATTEST:

Crystal Doss, *City Clerk*

APPROVED this 4th day of August, 2020.

Don Stielow, *Mayor*

APPROVED AS TO FORM:

Anthony W. Bologna, *City Attorney*

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

CERTIFICATE

STATE OF MISSOURI)
) ss.
COUNTY OF CLAY)

The undersigned City Clerk of the City of North Kansas City, Missouri, does hereby certify that the above and foregoing is a true and correct copy of Ordinance No. 9323 of the said City duly passed and approved according to law as fully as the same appears of record in my office in the Book of Ordinances in said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of said City this 4th day of August 2020.

Crystal Doss, *City Clerk*

BILL NO. 7527

ORDINANCE NO. 9324

**AN ORDINANCE AUTHORIZING PAYMENT FOR CERTAIN ACCOUNTS
DUE AND PAYABLE BY THE CITY THROUGH JULY 31, 2020**

**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 | 155,817.84 |
| B. Payroll Transfers | 384,264.94 |
| C. Transportation Sales Tax | 64,185.23 |
| D. Convention & Tourism | — |
| E. Gaming Fund | 6,243.36 |
| F. Community Center | 45,664.00 |
| G. Water Fund | 73,285.77 |
| H. Sewerage System Fund | 490,356.15 |
| I. Pension Fund | — |
| J. Northgate Capital Project | 3,696.00 |
| K. Health Fund | 248.91 |
| L. Communications Fund | — |
| | <hr/> |
| | \$ 1,223,762.20 |
| | <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 4th day of August, 2020

Mayor

APPROVED this 4th day of August, 2020

Mayor

ATTEST:

City Clerk

PAYMENT ORDINANCE DETAIL FOR JULY 31, 2020

| | VISA WIRE | CHECK/DRAFT | TOTAL |
|---------------------------|---------------------|----------------------|----------------------|
| GENERAL FUND | \$ 21,887.31 | 133,930.53 | 155,817.84 |
| PARKS & RECREATION | 3,528.32 | 31,765.46 | 35,293.78 |
| LIBRARY | 2,019.39 | 15,112.42 | 17,131.81 |
| TRANSPORTATION | 5,903.46 | 58,281.77 | 64,185.23 |
| CONVENTION & TOURISM | - | — | — |
| GAMING FUND | 504.55 | 5,738.81 | 6,243.36 |
| NORTHGATE CAPITAL PROJECT | - | 3,696.00 | 3,696.00 |
| HEALTH FUND | - | 248.91 | 248.91 |
| WATER | 2,581.57 | 70,704.20 | 73,285.77 |
| SEWER | 3,719.29 | 486,636.86 | 490,356.15 |
| COMMUNITY CENTER | - | 45,664.00 | 45,664.00 |
| COMMUNICATIONS FUND | - | 0.00 | — |
| PENSION | - | — | — |
| REPORT SUB-TOTAL | \$ 40,143.89 | \$ 851,778.96 | \$ 891,922.85 |

PAYROLL TRANSFERS THROUGH JULY 31, 2020 384,264.94

Total Payments **\$ 1,276,187.79**

Less Parks & Library (52,425.59)

ORDINANCE TOTAL **\$ 1,223,762.20**



North Kansas City, MO

Expense Approval Report

By Segment (Select Below)

Payment Dates 7/22/2020 - 8/4/2020

| Vendor Name | Payment Number | Post Date | Description (Item) | Account Number | Amount |
|--------------------------------|----------------|------------|------------------------------------|----------------|------------------|
| Michelle Radcliffe | 119742 | 07/18/2020 | Shelter #2 Deposit Refund | 20-4661 | 50.00 |
| John Kiloh | 119739 | 07/20/2020 | Shelter #1 Refund due to Covid ... | 20-4661 | 100.00 |
| CLAY COUNTY CIRCUIT COURT D... | 119733 | 07/21/2020 | Riley, Alaiya C 19CY-CR03522 | 10-2101 | 350.00 |
| USBANK - INSTITUTIONAL TR... | 119746 | 07/21/2020 | P&F PENSION POLICE-EE | 10-2251 | 2,586.85 |
| USBANK - INSTITUTIONAL TR... | 119746 | 07/21/2020 | P&F PENSION FIRE-EE | 10-2251 | 4,254.46 |
| NKC FIRE FIGHTERS COMMUNI... | 119743 | 07/21/2020 | N.K.C. FIRE DEPT POP FUND | 10-2265 | 590.00 |
| UNITED WAY OF GREATER KAN... | 119745 | 07/21/2020 | PR DEDUCTS | 10-2260 | 20.00 |
| WEST CENTRAL MO REG LODG | 119748 | 07/21/2020 | PR DEDUCTS | 10-2268 | 1,362.18 |
| I.A.F.F. LOCAL 42 PAC | 119737 | 07/21/2020 | IAFF, LOCAL 42, PAC | 10-2268 | 85.00 |
| I.A.F.F. LOCAL 42 | 119738 | 07/21/2020 | PR DEDUCT | 10-2268 | 4,600.40 |
| MUTUAL OF OMAHA INSURAN... | DFT0001641 | 07/23/2020 | LIFE INSURANCE - EE | 10-2243 | 3,557.15 |
| MUTUAL OF OMAHA INSURAN... | DFT0001641 | 07/23/2020 | LIFE INSURANCE - EE | 20-2243 | 36.50 |
| MUTUAL OF OMAHA INSURAN... | DFT0001641 | 07/23/2020 | LIFE INSURANCE - EE | 21-2243 | 0.50 |
| MUTUAL OF OMAHA INSURAN... | DFT0001641 | 07/23/2020 | LIFE INSURANCE - EE | 22-2243 | 464.50 |
| MUTUAL OF OMAHA INSURAN... | DFT0001641 | 07/23/2020 | LIFE INSURANCE - EE | 60-2243 | 62.90 |
| MUTUAL OF OMAHA INSURAN... | DFT0001641 | 07/23/2020 | LIFE INSURANCE - EE | 61-2243 | 122.10 |
| VOYA 457 | DFT0001648 | 07/24/2020 | VOYA 457 | 10-2253 | 1,880.84 |
| VOYA 457 | DFT0001648 | 07/24/2020 | VOYA 457 | 20-2253 | 25.00 |
| VOYA 457 | DFT0001648 | 07/24/2020 | VOYA 457 | 21-2253 | 44.64 |
| VOYA 457 | DFT0001648 | 07/24/2020 | VOYA 457 | 22-2253 | 103.76 |
| PAMELA R LINDER | 119744 | 07/25/2020 | REFUND FOR FESTIVAL SHELTER... | 20-4661 | 400.00 |
| Jesus Esquivel-Holguin | 119755 | 07/27/2020 | Bond Return - 190085496 | 10-2430 | 475.00 |
| Michael Higginbotham | 119757 | 07/28/2020 | Bond Return | 10-2430 | 168.00 |
| Nicole M Danna | 119759 | 07/28/2020 | Bond Return - 190091652 | 10-2430 | 500.00 |
| NEUROFIBROMATOSIS NETWO... | 119758 | 07/30/2020 | 9/12/20 FESTIVAL SHELTER REF... | 20-4661 | 475.00 |
| CONTINENTAL AMERICAN INSU... | 119753 | 07/30/2020 | CI PREMIUM | 10-2257 | 246.90 |
| CONTINENTAL AMERICAN INSU... | 119753 | 07/30/2020 | CI PREMIUM | 20-2257 | 28.38 |
| CONTINENTAL AMERICAN INSU... | 119753 | 07/30/2020 | CI PREMIUM | 22-2257 | 35.40 |
| | | | | | 22,625.46 |

Department: 505 - ADMINISTRATION

| | | | | | |
|---|------------|------------|-----------------------------------|-------------|------------------|
| VERIZON WIRELESS SVCS LLC | 119747 | 07/13/2020 | 6/14-7/13/20 Services Acct #98... | 10-505-6735 | 530.79 |
| BLUE CROSS BLUE SHIELD OF K... | 119732 | 07/20/2020 | PCA INVOICE | 10-505-5310 | 213.31 |
| MUTUAL OF OMAHA INSURAN... | DFT0001641 | 07/23/2020 | LIFE INSURANCE - ER | 10-505-5310 | 64.07 |
| VOYA 457 | DFT0001648 | 07/24/2020 | VOYA 457 | 10-505-5210 | 137.19 |
| SUE A RENEVIER | 119813 | 07/28/2020 | Ink for home computer | 10-505-7001 | 43.99 |
| SUE A RENEVIER | 119813 | 07/28/2020 | Ink for Home computer | 10-505-7001 | 47.99 |
| BLUE CROSS BLUE SHIELD OF K... | 119752 | 07/28/2020 | PCA INVOICE | 10-505-5310 | 238.50 |
| MISSOURI LAGERS | DFT0001660 | 07/29/2020 | MISSOURI LAGERS | 10-505-5220 | 8,744.12 |
| NORTH KANSAS CITY BUS COU... | 119796 | 07/30/2020 | JUNE BUSINESS COUNCIL LUNC... | 10-505-5426 | 22.00 |
| NORTH KANSAS CITY BUS COU... | 119796 | 07/30/2020 | JULY BUSINESS COUNCIL LUNC... | 10-505-5427 | 22.00 |
| SPENCER FANE LLP | 119811 | 07/30/2020 | LEGAL WORK | 10-505-6030 | 780.00 |
| Department 505 - ADMINISTRATION Total: | | | | | 10,843.96 |

Department: 506 - MUNICIPAL COURT

| | | | | | |
|--|------------|------------|--------------------------------|-------------|-----------------|
| OFFICE DEPOT INC | 119799 | 07/16/2020 | COURT OFFICE DEPOT INV 5047... | 10-506-7001 | 106.56 |
| MUTUAL OF OMAHA INSURAN... | DFT0001641 | 07/23/2020 | LIFE INSURANCE - ER | 10-506-5310 | 14.00 |
| MISSOURI LAGERS | DFT0001660 | 07/29/2020 | MISSOURI LAGERS | 10-506-5220 | 1,007.01 |
| DIV OF EMPLOYMENT SECURITY | 119754 | 07/30/2020 | Q2 2020 Bill | 10-506-5120 | 576.79 |
| Department 506 - MUNICIPAL COURT Total: | | | | | 1,704.36 |

Department: 507 - ECONOMIC DEVELOPMENT

| | | | | | |
|---|--------|------------|-------------------------------|-------------|-----------------|
| BRYAN CAVE LEIGHTON PAISNE... | 119761 | 07/30/2020 | 18TH AND SWIFT LEGAL WORK | 10-507-6090 | 3,657.50 |
| BRYAN CAVE LEIGHTON PAISNE... | 119761 | 07/30/2020 | YARCO DEVELOPMENT -- LEGAL... | 10-507-6090 | 154.00 |
| BRYAN CAVE LEIGHTON PAISNE... | 119761 | 07/30/2020 | GROCERY STORE -- LEGAL WORK | 10-507-6090 | 385.00 |
| Department 507 - ECONOMIC DEVELOPMENT Total: | | | | | 4,196.50 |

Expense Approval Report

Payment Dates: 7/22/2020 - 8/4/2020

| Vendor Name | Payment Number | Post Date | Description (Item) | Account Number | Amount |
|---------------------------------------|----------------|------------|--------------------------------------|----------------|------------------|
| Department: 510 - FIRE | | | | | |
| ED M FELD EQUIPMENT CO INC | 119771 | 07/25/2020 | 906 - Purge Valve stuck replaced.. | 10-510-7140 | 455.00 |
| VERIZON WIRELESS SVCS LLC | 119747 | 07/13/2020 | 6/14-7/13/20 Services Acct #98... | 10-510-6735 | 43.73 |
| VERIZON WIRELESS SVCS LLC | 119747 | 07/13/2020 | 6/14-7/13/20 Services Acct #98... | 10-510-7125 | 640.16 |
| OFFICE DEPOT INC | 119799 | 07/14/2020 | Padded envelopes, White out, l... | 10-510-7001 | 71.11 |
| GALLS LLC | 119777 | 07/14/2020 | Tactical short sleeve shirt and p... | 10-510-7050 | 446.67 |
| MCKESSON MEDICAL-SURGICAL... | 119790 | 07/20/2020 | Pharmaceuticals Ondansetron | 10-510-7140 | 73.41 |
| ED M FELD EQUIPMENT CO INC | 119771 | 07/20/2020 | 905 Oil change and new freon a... | 10-510-7140 | 801.00 |
| ED M FELD EQUIPMENT CO INC | 119771 | 07/20/2020 | 904 Oil Change and tightened f... | 10-510-7140 | 1,094.00 |
| ED M FELD EQUIPMENT CO INC | 119771 | 07/20/2020 | 907 Oil change and Fuel water s... | 10-510-7140 | 620.76 |
| ED M FELD EQUIPMENT CO INC | 119771 | 07/20/2020 | 900 Battery replaced | 10-510-7140 | 310.00 |
| GALLS LLC | 119777 | 07/20/2020 | Stryker pant & Chino pant for D... | 10-510-7050 | 254.96 |
| BLUE CROSS BLUE SHIELD OF K... | 119732 | 07/20/2020 | PCA INVOICE | 10-510-5310 | 199.80 |
| USBANK - INSTITUTIONAL TR... | 119746 | 07/21/2020 | P&F PENSION FIRE-ER | 10-510-5220 | 9,444.49 |
| OFFICE DEPOT INC | 119799 | 07/22/2020 | Storage boxes for files | 10-510-7001 | 49.61 |
| ZOLL MEDICAL CORP | 119822 | 07/22/2020 | Rainbow Adult reusable sensor | 10-510-7011 | 384.92 |
| ED M FELD EQUIPMENT CO INC | 119771 | 07/22/2020 | 906 Coolant leak - replaced con... | 10-510-7140 | 330.00 |
| ESO SOLUTIONS INC | 119774 | 07/22/2020 | Updated IFC codes for Inspecti... | 10-510-7013 | 590.00 |
| MUTUAL OF OMAHA INSURAN... | DFT0001641 | 07/23/2020 | LIFE INSURANCE - ER | 10-510-5310 | 420.00 |
| VOYAGER FLEET SYSTEMS, INC. | 119760 | 07/24/2020 | FOR SERVICE THRU 07/24/2020... | 10-510-7075 | 1,941.83 |
| VOYA 457 | DFT0001648 | 07/24/2020 | VOYA 457 | 10-510-5210 | 294.49 |
| DAY-STAR CORPORATION | 119770 | 07/27/2020 | Credit ref 570241-000DP | 10-510-7120 | -90.00 |
| STRUCTURAL TECHNOLOGY, INC | 119812 | 07/28/2020 | Annual Ladder inspection | 10-510-7120 | 998.90 |
| NORTH KANSAS CITY HOSPITAL | 119797 | 07/28/2020 | Midazolam 5mg | 10-510-7011 | 7.74 |
| DAY-STAR CORPORATION | 119770 | 07/28/2020 | Hydrostatic Test and air fill | 10-510-7120 | 750.00 |
| DAY-STAR CORPORATION | 119770 | 07/28/2020 | COVID PPE Supplies | 10-510-7011 | 2,566.79 |
| Office Essentials Inc | 119800 | 07/28/2020 | Face tissue | 10-510-7120 | 9.88 |
| BLUE CROSS BLUE SHIELD OF K... | 119752 | 07/28/2020 | PCA INVOICE | 10-510-5310 | 123.01 |
| MISSOURI LAGERS | DFT0001660 | 07/29/2020 | MISSOURI LAGERS | 10-510-5220 | 469.18 |
| Department 510 - FIRE Total: | | | | | 23,301.44 |
| Department: 515 - POLICE | | | | | |
| VERIZON WIRELESS SVCS LLC | 119747 | 07/13/2020 | 6/14-7/13/20 Services Acct #98... | 10-515-6060 | 560.14 |
| VERIZON WIRELESS SVCS LLC | 119747 | 07/13/2020 | 6/14-7/13/20 Services Acct #98... | 10-515-6735 | 601.56 |
| VERIZON WIRELESS SVCS LLC | 119747 | 07/13/2020 | 6/14-7/13/20 Services Acct #98... | 10-515-7018 | 40.01 |
| MIDWEST RADAR & EQUIP INC. | 119791 | 07/17/2020 | RADAR TESTING | 10-515-7120 | 540.00 |
| KUNKEL ENTERPRISES INC | 119787 | 07/17/2020 | CAR WASH SOAP | 10-515-7120 | 223.20 |
| COMMENCO INC | 119765 | 07/17/2020 | CAR RADIO REPAIR | 10-515-7120 | 103.00 |
| BLUE CROSS BLUE SHIELD OF K... | 119732 | 07/20/2020 | PCA INVOICE | 10-515-5310 | 221.34 |
| USBANK - INSTITUTIONAL TR... | 119746 | 07/21/2020 | P&F PENSION POLICE-ER | 10-515-5220 | 5,757.67 |
| TYLER TECHNOLOGIES INC | 119817 | 07/22/2020 | BRAZOS E-CITIATION MAINTEN... | 10-515-6110 | 479.57 |
| Dale's Tow Service Inc | 119769 | 07/22/2020 | TIRE REPALCEMENT | 10-515-6366 | 429.02 |
| Dale's Tow Service Inc | 119769 | 07/22/2020 | TOW BILL | 10-515-6366 | 750.00 |
| MUTUAL OF OMAHA INSURAN... | DFT0001641 | 07/23/2020 | LIFE INSURANCE - ER | 10-515-5310 | 343.00 |
| G W VAN KEPPEL CO | 119776 | 07/23/2020 | SHIPPING | 10-515-7022 | 124.36 |
| G W VAN KEPPEL CO | 119776 | 07/23/2020 | LINATEX RABGE TARGET BACKL... | 10-515-7022 | 6,610.00 |
| VOYAGER FLEET SYSTEMS, INC. | 119760 | 07/24/2020 | FOR SERVICE THRU 07/24/2020... | 10-515-7075 | 3,191.47 |
| VOYA 457 | DFT0001648 | 07/24/2020 | VOYA 457 | 10-515-5210 | 221.35 |
| ERGOMETRICS & APPL PERSON... | 119773 | 07/27/2020 | TESTING | 10-515-6324 | 197.22 |
| OUTDOOR RESTROOMS LLC | 119802 | 07/29/2020 | RANGE RESTROOM FEE AUG 20... | 10-515-7022 | 55.00 |
| REJIS COMMISSION | 119805 | 07/27/2020 | REJIS 07-2020 | 10-515-6060 | 864.42 |
| THE MEDICAL LAUNDRY SERVIC... | 119816 | 07/27/2020 | JAIL LAUNDRY 06--10--2020 | 10-515-7020 | 34.20 |
| THE MEDICAL LAUNDRY SERVIC... | 119816 | 07/27/2020 | JAIL LAUNDRY 05-27-20 | 10-515-7020 | 34.20 |
| THE MEDICAL LAUNDRY SERVIC... | 119816 | 07/27/2020 | JAIL LAUNDRY 06-03-2020 | 10-515-7020 | 34.20 |
| CARSTAR NKC LLC | 119763 | 07/27/2020 | UNIT 612 DEDUCTIBLE | 10-515-7140 | 1,000.00 |
| MSHP CJ TECH FUND | 119794 | 07/27/2020 | MULES 4TH QUARTER 2020 | 10-515-6060 | 1,830.00 |
| Columbia Burlap & Bag | 119764 | 07/28/2020 | EVIDENCE BAGS | 10-515-7018 | 356.00 |
| BLUE CROSS BLUE SHIELD OF K... | 119752 | 07/28/2020 | PCA INVOICE | 10-515-5310 | 1,545.66 |
| MISSOURI LAGERS | DFT0001660 | 07/29/2020 | MISSOURI LAGERS | 10-515-5220 | 6,626.70 |
| Department 515 - POLICE Total: | | | | | 32,773.29 |

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| Vendor Name | Payment Number | Post Date | Description (Item) | Account Number | Amount |
|--|----------------|------------|--------------------------------------|----------------|------------------|
| Department: 521 - BUILDINGS & GROUNDS | | | | | |
| VERIZON WIRELESS SVCS LLC | 119747 | 07/13/2020 | 6/14-7/13/20 Services Acct #98... | 10-521-6735 | 87.46 |
| MUTUAL OF OMAHA INSURAN... | DFT0001641 | 07/23/2020 | LIFE INSURANCE - ER | 10-521-5310 | 35.00 |
| VOYAGER FLEET SYSTEMS, INC. | 119760 | 07/24/2020 | FOR SERVICE THRU 07/24/2020... | 10-521-7075 | 540.28 |
| VOYA 457 | DFT0001648 | 07/24/2020 | VOYA 457 | 10-521-5210 | 61.75 |
| JR & COMPANY INC | 119781 | 07/28/2020 | solar troubleshoot and webBox | 10-521-6090 | 160.00 |
| KELLER FIRE & SAFETY INC | 119785 | 07/28/2020 | FD 2 fire extinguisher recharges | 10-521-7110 | 857.27 |
| SAM'S CLUB | 119808 | 07/28/2020 | towels and supplies for MS | 10-521-7006 | 236.32 |
| MISSOURI LAGERS | DFT0001660 | 07/29/2020 | MISSOURI LAGERS | 10-521-5220 | 2,249.93 |
| Department 521 - BUILDINGS & GROUNDS Total: | | | | | 4,228.01 |
| Department: 525 - PUBLIC WORKS ADMIN | | | | | |
| VERIZON WIRELESS SVCS LLC | 119747 | 07/13/2020 | 6/14-7/13/20 Services Acct #98... | 10-525-6735 | 141.19 |
| BLUE CROSS BLUE SHIELD OF K... | 119732 | 07/20/2020 | PCA INVOICE | 10-525-5310 | 199.83 |
| MUTUAL OF OMAHA INSURAN... | DFT0001641 | 07/23/2020 | LIFE INSURANCE - ER | 10-525-5310 | 21.00 |
| VOYAGER FLEET SYSTEMS, INC. | 119760 | 07/24/2020 | FOR SERVICE THRU 07/24/2020... | 10-525-7075 | 46.30 |
| VOYA 457 | DFT0001648 | 07/24/2020 | VOYA 457 | 10-525-5210 | 74.33 |
| MISSOURI LAGERS | DFT0001660 | 07/29/2020 | MISSOURI LAGERS | 10-525-5220 | 2,359.56 |
| Department 525 - PUBLIC WORKS ADMIN Total: | | | | | 2,842.21 |
| Department: 526 - COMMUNITY DEVELOPMENT | | | | | |
| VERIZON WIRELESS SVCS LLC | 119747 | 07/13/2020 | 6/14-7/13/20 Services Acct #98... | 10-526-6735 | 338.70 |
| MUTUAL OF OMAHA INSURAN... | DFT0001641 | 07/23/2020 | LIFE INSURANCE - ER | 10-526-5310 | 28.00 |
| VOYAGER FLEET SYSTEMS, INC. | 119760 | 07/24/2020 | FOR SERVICE THRU 07/24/2020... | 10-526-7075 | 75.27 |
| WSP USA INC | 119820 | 07/29/2020 | Speed, travel, and safety analysi... | 10-526-6045 | 3,470.00 |
| MISSOURI LAGERS | DFT0001660 | 07/29/2020 | MISSOURI LAGERS | 10-526-5220 | 3,070.74 |
| Department 526 - COMMUNITY DEVELOPMENT Total: | | | | | 6,982.71 |
| Department: 533 - INTERDEPARTMENTAL | | | | | |
| Evergy | 119736 | 07/08/2020 | 6/8-7/8/20 Services Various Acc... | 10-533-6710 | 15,390.18 |
| Evergy | 119735 | 07/12/2020 | 6/8-7/12/20 Services Acct #709... | 10-533-6710 | 30.69 |
| VERIZON WIRELESS SVCS LLC | 119747 | 07/13/2020 | Municipal Court Equip Bill Incen... | 10-533-7120 | -50.00 |
| VERIZON WIRELESS SVCS LLC | 119747 | 07/13/2020 | Eric Berlin - New Ipad | 10-533-7120 | 459.99 |
| AT&T | 119750 | 07/19/2020 | Service From 6/19-7/18/20 Acct... | 10-533-6730 | 369.35 |
| TYLER TECHNOLOGIES INC | 119817 | 07/20/2020 | ANNUAL MAINTENANCE PAYM... | 10-533-6115 | 9,843.00 |
| MCI | 119741 | 07/25/2020 | Services Thru 07/25/2020 Bill P... | 10-533-6730 | 338.06 |
| Department 533 - INTERDEPARTMENTAL Total: | | | | | 26,381.27 |
| Department: 535 - GAMING | | | | | |
| OLSSON ASSOCIATES | 119801 | 07/29/2020 | Olsson Armour Road Redevelo... | 25-535-8700 | 2,570.77 |
| OLSSON ASSOCIATES | 119801 | 07/29/2020 | Work Order 6 | 25-535-8700 | 2,186.29 |
| BRYAN CAVE LEIGHTON PAISNE... | 119761 | 07/30/2020 | ARRA MASTER DEVELOPMENT ... | 25-535-8700 | 731.50 |
| BRYAN CAVE LEIGHTON PAISNE... | 119761 | 07/30/2020 | MEDICAL OFFICE BUILDING -- L... | 25-535-8700 | 96.25 |
| BRYAN CAVE LEIGHTON PAISNE... | 119761 | 07/30/2020 | GOLF ENTERTAINMENT -- LEGAL.. | 25-535-8700 | 154.00 |
| Department 535 - GAMING Total: | | | | | 5,738.81 |
| Department: 536 - NORTHGATE | | | | | |
| BRYAN CAVE LEIGHTON PAISNE... | 119761 | 07/30/2020 | SUPER BLOCK -- STAR DEVEOP... | 44-536-6090 | 3,696.00 |
| Department 536 - NORTHGATE Total: | | | | | 3,696.00 |
| Department: 540 - PARKS & RECREATION | | | | | |
| Evergy | 119736 | 07/08/2020 | 6/8-7/8/20 Services Various Acc... | 20-540-6710 | 3,521.09 |
| VERIZON WIRELESS SVCS LLC | 119747 | 07/13/2020 | 6/14-7/13/20 Services Acct #98... | 20-540-6735 | 332.39 |
| VERIZON WIRELESS SVCS LLC | 119747 | 07/13/2020 | Parks & Rec New Phone | 20-540-7120 | 109.80 |
| Evergy | 119735 | 07/15/2020 | 6/15-7/15/20 Services Acct #24... | 20-540-6710 | 78.80 |
| AT&T | 119750 | 07/19/2020 | Service From 6/19-7/18/20 Acct... | 20-540-6730 | 217.42 |
| Joseph Smith | 119740 | 07/20/2020 | 7/14-7/19/20 Baseball & Softbal.. | 20-540-7090 | 438.00 |
| MUTUAL OF OMAHA INSURAN... | DFT0001641 | 07/23/2020 | LIFE INSURANCE - ER | 20-540-5310 | 40.50 |
| VOYAGER FLEET SYSTEMS, INC. | 119760 | 07/24/2020 | FOR SERVICE THRU 07/24/2020... | 20-540-7075 | 159.88 |
| VOYA 457 | DFT0001648 | 07/24/2020 | VOYA 457 | 20-540-5210 | 25.00 |
| Joseph Smith | 119756 | 07/27/2020 | Umpires for Coach Pitch/Softbal... | 20-540-7090 | 460.00 |
| COMMERCIAL LAWN CARE INC | 119766 | 07/27/2020 | Spraying of (30) Trees in Dog Pa... | 20-540-7190 | 450.00 |
| EDWARDS CHEMICAL CO | 119772 | 07/27/2020 | Sodium Hypochlorite Drums for... | 20-540-7190 | 108.35 |
| SCOTT SWARTZ | 119809 | 07/28/2020 | Tree Planting at Macken Park | 20-540-8770 | 4,375.00 |

Expense Approval Report

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| Vendor Name | Payment Number | Post Date | Description (Item) | Account Number | Amount |
|---|----------------|------------|------------------------------------|----------------|------------------|
| MISSOURI LAGERS | DFT0001660 | 07/29/2020 | MISSOURI LAGERS | 20-540-5220 | 2,834.35 |
| The Clark Enersen Partners | 119815 | 07/30/2020 | MACKEN PARK BALL DIAMOND ... | 20-540-8770 | 17,500.00 |
| Department 540 - PARKS & RECREATION Total: | | | | | 30,650.58 |
| Department: 543 - COMMUNITY CENTER | | | | | |
| YMCA OF GREATER KANSAS CITY | 119821 | 07/28/2020 | 2nd Qtr Operating Deficit | 63-543-6094 | 45,664.00 |
| Department 543 - COMMUNITY CENTER Total: | | | | | 45,664.00 |
| Department: 550 - LIBRARY | | | | | |
| Evergy | 119736 | 07/08/2020 | 6/8-7/8/20 Services Various Acc... | 21-550-6710 | 5,593.96 |
| AT&T | 119751 | 07/19/2020 | 7/19-8/18/20 Services Acct #81... | 21-550-6730 | 547.70 |
| AT&T | 119750 | 07/19/2020 | Service From 6/19-7/18/20 Acct... | 21-550-6730 | 172.33 |
| MUTUAL OF OMAHA INSURAN... | DFT0001641 | 07/23/2020 | LIFE INSURANCE - ER | 21-550-5310 | 32.56 |
| VOYA 457 | DFT0001648 | 07/24/2020 | VOYA 457 | 21-550-5210 | 44.64 |
| OCLC ONLINE COMPUTER LIBR... | 119798 | 07/28/2020 | CATALOGING | 21-550-7360 | 42.16 |
| OCLC ONLINE COMPUTER LIBR... | 119798 | 07/28/2020 | CATALOGING | 21-550-7360 | 42.16 |
| OCLC ONLINE COMPUTER LIBR... | 119798 | 07/28/2020 | CATALOGING | 21-550-7360 | 42.16 |
| OCLC ONLINE COMPUTER LIBR... | 119798 | 07/28/2020 | CATALOGING | 21-550-7360 | 42.16 |
| COPY CARD CONTROL SYSTEMS ... | 119767 | 07/28/2020 | MAINT AGREEMENT | 21-550-6110 | 42.73 |
| NATIONAL EXTERMINATING | 119795 | 07/28/2020 | SERVICES | 21-550-6355 | 57.75 |
| NATIONAL EXTERMINATING | 119795 | 07/28/2020 | SERVICES | 21-550-6355 | 57.50 |
| SUMNERONE INC | 119814 | 07/28/2020 | MAINT AGREEMENT | 21-550-6110 | 10.95 |
| INGRAM LIBRARY SERVICES | 119779 | 07/28/2020 | BOOKS | 21-550-7370 | 541.56 |
| INGRAM LIBRARY SERVICES | 119779 | 07/28/2020 | BOOKS | 21-550-7370 | 183.22 |
| INGRAM LIBRARY SERVICES | 119779 | 07/28/2020 | BOOKS | 21-550-7370 | 279.71 |
| INGRAM LIBRARY SERVICES | 119779 | 07/28/2020 | BOOKS | 21-550-7370 | 305.40 |
| INGRAM LIBRARY SERVICES | 119779 | 07/28/2020 | BOOKS | 21-550-7370 | 364.25 |
| INGRAM LIBRARY SERVICES | 119779 | 07/28/2020 | BOOKS | 21-550-7370 | 235.52 |
| INGRAM LIBRARY SERVICES | 119779 | 07/28/2020 | BOOKS | 21-550-7370 | 433.93 |
| INGRAM LIBRARY SERVICES | 119779 | 07/28/2020 | BOOKS | 21-550-7370 | 260.87 |
| INGRAM LIBRARY SERVICES | 119779 | 07/28/2020 | BOOKS | 21-550-7370 | 345.89 |
| INGRAM LIBRARY SERVICES | 119779 | 07/28/2020 | BOOKS | 21-550-7370 | 548.22 |
| WELLS FARGO FINANCIAL LEASI... | 119818 | 07/28/2020 | MAINT AGREEMENT | 21-550-6110 | 92.00 |
| RECORDED BOOKS LLC | 119804 | 07/28/2020 | AUDIOVISUAL | 21-550-7340 | 33.93 |
| RECORDED BOOKS LLC | 119804 | 07/28/2020 | AUDIOVISUAL | 21-550-7340 | 133.19 |
| RECORDED BOOKS LLC | 119804 | 07/28/2020 | AUDIOVISUAL | 21-550-7340 | 26.62 |
| RECORDED BOOKS LLC | 119804 | 07/28/2020 | AUDIOVISUAL | 21-550-7340 | 129.59 |
| RECORDED BOOKS LLC | 119804 | 07/28/2020 | AUDIOVISUAL | 21-550-7340 | 137.56 |
| RECORDED BOOKS LLC | 119804 | 07/28/2020 | AUDIOVISUAL | 21-550-7340 | 79.20 |
| RECORDED BOOKS LLC | 119804 | 07/28/2020 | SERVICES | 21-550-6355 | 1,500.00 |
| RECORDED BOOKS LLC | 119804 | 07/28/2020 | AUDIOVISUAL | 21-550-7340 | 32.39 |
| SHRED-IT US JV LLC | 119810 | 07/28/2020 | SERVICES | 21-550-6355 | 58.37 |
| Joy J Hood | 119780 | 07/28/2020 | ADULT PROGRAM | 21-550-7325 | 114.00 |
| MISSOURI LAGERS | DFT0001660 | 07/29/2020 | MISSOURI LAGERS | 21-550-5220 | 2,503.10 |
| Department 550 - LIBRARY Total: | | | | | 15,067.28 |
| Department: 553 - RETIREE HEALTH INSURANCE | | | | | |
| BLUE CROSS BLUE SHIELD OF K... | 119732 | 07/20/2020 | PCA INVOICE | 53-553-5310 | 32.47 |
| BLUE CROSS BLUE SHIELD OF K... | 119752 | 07/28/2020 | PCA INVOICE | 53-553-5310 | 216.44 |
| Department 553 - RETIREE HEALTH INSURANCE Total: | | | | | 248.91 |
| Department: 560 - WATER | | | | | |
| Evergy | 119736 | 07/08/2020 | 6/8-7/8/20 Services Various Acc... | 60-560-6710 | 19,015.09 |
| VERIZON WIRELESS SVCS LLC | 119747 | 07/13/2020 | 6/14-7/13/20 Services Acct #98... | 60-560-6735 | 572.46 |
| VERIZON WIRELESS SVCS LLC | 119747 | 07/13/2020 | Justin Serino - New Phone | 60-560-7210 | 271.17 |
| Evergy | 119735 | 07/16/2020 | 6/16-7/16/20 Services Acct 528... | 60-560-6710 | 90.20 |
| BURNS & MCDONNELL ENGR C... | 119762 | 07/23/2020 | WATER PLANT REPAIRS | 60-560-8730 | 17,615.34 |
| MUTUAL OF OMAHA INSURAN... | DFT0001641 | 07/23/2020 | LIFE INSURANCE - ER | 60-560-5310 | 70.00 |
| VOYAGER FLEET SYSTEMS, INC. | 119760 | 07/24/2020 | FOR SERVICE THRU 07/24/2020... | 60-560-7075 | 552.01 |
| MCI | 119741 | 07/25/2020 | Services Thru 07/25/2020 Bill P... | 60-560-6730 | 67.93 |
| FOLEY EQUIPMENT COMPANY | 119775 | 07/27/2020 | Annual insp and service genera... | 60-560-7110 | 1,300.28 |
| FOLEY EQUIPMENT COMPANY | 119775 | 07/27/2020 | Annual insp and service genera... | 60-560-7110 | 2,225.40 |
| RL YATES ELECTRIC CO INC | 119806 | 07/28/2020 | New Soft Start HSP#2 | 60-560-8730 | 4,280.00 |

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| Vendor Name | Payment Number | Post Date | Description (Item) | Account Number | Amount |
|--------------------------------|----------------|------------|-------------------------------------|--------------------------------------|------------------|
| BLUE CROSS BLUE SHIELD OF K... | 119752 | 07/28/2020 | PCA INVOICE | 60-560-5310 | 391.76 |
| MISSOURI ONE CALL SYSTEM INC | 119793 | 07/29/2020 | MO One Call Utility Locates for ... | 60-560-6090 | 131.25 |
| MISSISSIPPI LIME CO | 119792 | 07/29/2020 | Lime for water plant 3 load | 60-560-7005 | 5,351.41 |
| MISSISSIPPI LIME CO | 119792 | 07/29/2020 | Lime for water plant 3 load | 60-560-7005 | 5,353.49 |
| MISSISSIPPI LIME CO | 119792 | 07/29/2020 | Lime for water plant 3 load | 60-560-7005 | 5,274.94 |
| HAWKINS INC | 119778 | 07/29/2020 | CL2 for water plamnt | 60-560-7005 | 1,192.56 |
| ROYAL PAPERS INC | 119807 | 07/29/2020 | paper towels | 60-560-7001 | 197.22 |
| MISSOURI LAGERS | DFT0001660 | 07/29/2020 | MISSOURI LAGERS | 60-560-5220 | 6,523.79 |
| KC WATER SERVICE DEPT | 119783 | 07/29/2020 | laboratory services bac-ts | 60-560-6430 | 165.00 |
| | | | | Department 560 - WATER Total: | 70,641.30 |

Department: 570 - WATER POLLUTION CONTROL

| | | | | | |
|-------------------------------|------------|------------|------------------------------------|--|-------------------|
| Evergy | 119736 | 07/08/2020 | 6/8-7/8/20 Services Various Acc... | 61-570-6710 | 6,358.72 |
| VERIZON WIRELESS SVCS LLC | 119747 | 07/13/2020 | 6/14-7/13/20 Services Acct #98... | 61-570-6735 | 43.73 |
| Evergy | 119734 | 07/16/2020 | 6/16-7/16/20 Services Acct #54... | 61-570-6710 | 1,589.43 |
| Evergy | 119734 | 07/16/2020 | 6/16-7/16/20 Services Acct #09... | 61-570-6710 | 2,499.81 |
| Evergy | 119734 | 07/16/2020 | 6/16-7/16/20 Services Acct #39... | 61-570-6710 | 357.05 |
| AT&T | 119750 | 07/19/2020 | Service From 6/19-7/18/20 Acct... | 61-570-6730 | 86.17 |
| MUTUAL OF OMAHA INSURAN... | DFT0001641 | 07/23/2020 | LIFE INSURANCE - ER | 61-570-5310 | 28.00 |
| MCI | 119741 | 07/25/2020 | Services Thru 07/25/2020 Bill P... | 61-570-6730 | 67.38 |
| KCMO WATER SERVICES DEPT | 119784 | 07/28/2020 | sewer and water charges from ... | 61-570-6745 | 437,129.24 |
| KEYSTONE LABORATORIES INC | 119786 | 07/28/2020 | routine labs for NKC Influent | 61-570-6430 | 735.75 |
| RL YATES ELECTRIC CO INC | 119806 | 07/28/2020 | 26th ave pump motor electrical ... | 61-570-8770 | 823.83 |
| RL YATES ELECTRIC CO INC | 119806 | 07/28/2020 | Bedford pump 2 troubleshoot a... | 61-570-8770 | 1,123.00 |
| QUALITY PLUMBING INC | 119803 | 07/28/2020 | repairs to sewer line under bas... | 61-570-8770 | 12,300.83 |
| LETT'S, VAN KIRK & ASSOCIATES | 119788 | 07/29/2020 | 26th Ave Storm Pump Repairs. | 61-570-8770 | 9,538.71 |
| RL YATES ELECTRIC CO INC | 119806 | 07/29/2020 | SCADA Installations at Storm P... | 61-570-8760 | 7,440.00 |
| RL YATES ELECTRIC CO INC | 119806 | 07/29/2020 | SCADA Installations at Storm P... | 61-570-8760 | 3,860.00 |
| RL YATES ELECTRIC CO INC | 119806 | 07/29/2020 | Demo old air compressor at 26t... | 61-570-7210 | 130.82 |
| MISSOURI LAGERS | DFT0001660 | 07/29/2020 | MISSOURI LAGERS | 61-570-5220 | 2,402.29 |
| | | | | Department 570 - WATER POLLUTION CONTROL Total: | 486,514.76 |

Department: 580 - TRANSPORTATION

| | | | | | |
|------------------------------|------------|------------|------------------------------------|---|------------------|
| Evergy | 119736 | 07/08/2020 | 6/8-7/8/20 Services Various Acc... | 22-580-6710 | 1,678.90 |
| VERIZON WIRELESS SVCS LLC | 119747 | 07/13/2020 | 6/14-7/13/20 Services Acct #98... | 22-580-6735 | 447.30 |
| CUSTOM TREE CARE INC | 119768 | 07/23/2020 | tree trimming and removals | 22-580-7181 | 7,245.00 |
| CUSTOM TREE CARE INC | 119768 | 07/23/2020 | tree trimming and removals | 22-580-7181 | 150.00 |
| MUTUAL OF OMAHA INSURAN... | DFT0001641 | 07/23/2020 | LIFE INSURANCE - ER | 22-580-5310 | 60.56 |
| VOYAGER FLEET SYSTEMS, INC. | 119760 | 07/24/2020 | FOR SERVICE THRU 07/24/2020... | 22-580-7075 | 529.21 |
| VOYA 457 | DFT0001648 | 07/24/2020 | VOYA 457 | 22-580-5210 | 60.17 |
| MCI | 119741 | 07/25/2020 | Services Thru 07/25/2020 Bill P... | 22-580-6730 | 67.34 |
| MCCONNELL & ASSOCIATES CO... | 119789 | 07/28/2020 | street aquaphalt 55lb pails | 22-580-7183 | 1,259.64 |
| SCOTT SWARTZ | 119809 | 07/28/2020 | 40 trees at \$265 each | 22-580-8770 | 10,600.00 |
| World Fuel Services Inc | 119819 | 07/28/2020 | fuel service | 22-580-7075 | 978.67 |
| MISSOURI LAGERS | DFT0001660 | 07/29/2020 | MISSOURI LAGERS | 22-580-5220 | 3,112.32 |
| KC ATA | 119782 | 07/30/2020 | KC ATA Monthyl Payment | 22-580-6300 | 15,745.00 |
| KC ATA | 119782 | 07/30/2020 | KC ATA Monthyl Payment | 22-580-6300 | 15,744.00 |
| | | | | Department 580 - TRANSPORTATION Total: | 57,678.11 |

Grand Total: 851,778.96

Report Summary

Fund Summary

| Fund | Payment Amount |
|-------------------------------|-------------------|
| 10 - GENERAL FUND | 133,930.53 |
| 20 - PARKS & RECREATION | 31,765.46 |
| 21 - LIBRARY | 15,112.42 |
| 22 - TRANSPORTATION | 58,281.77 |
| 25 - GAMING | 5,738.81 |
| 44 - NORTHGATE PROJECT | 3,696.00 |
| 53 - HEALTH INSURANCE RESERVE | 248.91 |
| 60 - WATER FUND | 70,704.20 |
| 61 - WATER POLLUTION CONTROL | 486,636.86 |
| 63 - COMMUNITY CENTER | 45,664.00 |
| Grand Total: | 851,778.96 |

Account Summary

| Account Number | Account Name | Payment Amount |
|----------------|----------------------------|----------------|
| 10-2101 | MUNICIPAL COURT BOND... | 350.00 |
| 10-2243 | AFTER TAX HEALTH | 3,557.15 |
| 10-2251 | FIRE & POLICE PENSION | 6,841.31 |
| 10-2253 | ING EE CONTRIBUTION | 1,880.84 |
| 10-2257 | CRITICAL HEALTH INS | 246.90 |
| 10-2260 | UNITED FUND | 20.00 |
| 10-2265 | COKE PLAN | 590.00 |
| 10-2268 | UNION DUES | 6,047.58 |
| 10-2430 | CLEARING | 1,143.00 |
| 10-505-5210 | CITY PAID DEFERRED CO... | 137.19 |
| 10-505-5220 | PENSION EXPENSE | 8,744.12 |
| 10-505-5310 | HEALTH, DENTAL & LIFE I... | 515.88 |
| 10-505-5426 | TRAINING/TRAVEL APPOI... | 22.00 |
| 10-505-5427 | TRAINING & TRAVEL - ELE... | 22.00 |
| 10-505-6030 | OTHER LEGAL COSTS | 780.00 |
| 10-505-6735 | PAGERS & CELL PHONES | 530.79 |
| 10-505-7001 | OFFICE SUPPLIES | 91.98 |
| 10-506-5120 | UNEMPLOYMENT | 576.79 |
| 10-506-5220 | PENSION EXPENSE | 1,007.01 |
| 10-506-5310 | HEALTH, DENTAL & LIFE I... | 14.00 |
| 10-506-7001 | OFFICE SUPPLIES | 106.56 |
| 10-507-6090 | PROFESSIONAL SERVICES | 4,196.50 |
| 10-510-5210 | CITY PAID DEFERRED CO... | 294.49 |
| 10-510-5220 | PENSION EXPENSE | 9,913.67 |
| 10-510-5310 | HEALTH, DENTAL & LIFE I... | 742.81 |
| 10-510-6735 | PAGERS & CELL PHONES | 43.73 |
| 10-510-7001 | OFFICE SUPPLIES | 120.72 |
| 10-510-7011 | FIRST AID SUPPLIES | 2,959.45 |
| 10-510-7013 | FIRE PREVENTION | 590.00 |
| 10-510-7050 | UNIFORMS | 701.63 |
| 10-510-7075 | GASOLINE | 1,941.83 |
| 10-510-7120 | EQUIPMENT MAINTENAN... | 1,668.78 |
| 10-510-7125 | SOFTWARE MAINT & SERV.. | 640.16 |
| 10-510-7140 | VEHICLE MAINTENANCE | 3,684.17 |
| 10-515-5210 | CITY PAID DEFERRED CO... | 221.35 |
| 10-515-5220 | PENSION EXPENSE | 12,384.37 |
| 10-515-5310 | HEALTH, DENTAL & LIFE I... | 2,110.00 |
| 10-515-6060 | COMPUTER OPERATIONS | 3,254.56 |
| 10-515-6110 | MAINTENANCE AGREEM... | 479.57 |
| 10-515-6324 | BOARDS EXPENSE | 197.22 |
| 10-515-6366 | DAMAGE REIMBURSEME... | 1,179.02 |
| 10-515-6735 | PAGERS & CELL PHONES | 601.56 |
| 10-515-7018 | INVESTIGATIVE OPERATI... | 396.01 |

Account Summary

| Account Number | Account Name | Payment Amount |
|----------------|----------------------------|----------------|
| 10-515-7020 | DETENTION SUPPLIES | 102.60 |
| 10-515-7022 | RANGE SUPPLIES | 6,789.36 |
| 10-515-7075 | GASOLINE | 3,191.47 |
| 10-515-7120 | EQUIPMENT MAINTENAN... | 866.20 |
| 10-515-7140 | VEHICLE MAINTENANCE | 1,000.00 |
| 10-521-5210 | CITY PAID DEFERRED CO... | 61.75 |
| 10-521-5220 | PENSION EXPENSE | 2,249.93 |
| 10-521-5310 | HEALTH, DENTAL & LIFE I... | 35.00 |
| 10-521-6090 | PROFESSIONAL SERVICES | 160.00 |
| 10-521-6735 | PAGERS & CELL PHONES | 87.46 |
| 10-521-7006 | CUSTODIAL SUPPLIES | 236.32 |
| 10-521-7075 | GASOLINE | 540.28 |
| 10-521-7110 | BUILDING MAINTENANCE | 857.27 |
| 10-525-5210 | CITY PAID DEFERRED CO... | 74.33 |
| 10-525-5220 | PENSION EXPENSE | 2,359.56 |
| 10-525-5310 | HEALTH, DENTAL & LIFE I... | 220.83 |
| 10-525-6735 | PAGERS & CELL PHONES | 141.19 |
| 10-525-7075 | GASOLINE | 46.30 |
| 10-526-5220 | PENSION EXPENSE | 3,070.74 |
| 10-526-5310 | HEALTH, DENTAL & LIFE I... | 28.00 |
| 10-526-6045 | PLANNING/ZONING | 3,470.00 |
| 10-526-6735 | PAGERS & CELL PHONES | 338.70 |
| 10-526-7075 | GASOLINE | 75.27 |
| 10-533-6115 | SOFTWARE MAINT & SERV.. | 9,843.00 |
| 10-533-6710 | ELECTRICITY | 15,420.87 |
| 10-533-6730 | TELEPHONE | 707.41 |
| 10-533-7120 | MINOR EQUIPMENT | 409.99 |
| 20-2243 | AFTER TAX HEALTH | 36.50 |
| 20-2253 | ING EE CONTRIBUTION | 25.00 |
| 20-2257 | CRITICAL HEALTH INS | 28.38 |
| 20-4661 | FACILITY USE FEES | 1,025.00 |
| 20-540-5210 | CITY PAID DEFERRED CO... | 25.00 |
| 20-540-5220 | PENSION EXPENSE | 2,834.35 |
| 20-540-5310 | HEALTH, DENTAL & LIFE I... | 40.50 |
| 20-540-6710 | ELECTRICITY | 3,599.89 |
| 20-540-6730 | TELEPHONE | 217.42 |
| 20-540-6735 | PAGERS & CELL PHONES | 332.39 |
| 20-540-7075 | GASOLINE | 159.88 |
| 20-540-7090 | OTHER SUPPLIES | 898.00 |
| 20-540-7120 | EQUIPMENT MAINTENAN... | 109.80 |
| 20-540-7190 | OTHER MAINTENANCE | 558.35 |
| 20-540-8770 | INFRASTRUCTURE | 21,875.00 |
| 21-2243 | AFTER TAX HEALTH | 0.50 |
| 21-2253 | ING EE CONTRIBUTION | 44.64 |
| 21-550-5210 | CITY PAID DEFERRED CO... | 44.64 |
| 21-550-5220 | PENSION EXPENSE | 2,503.10 |
| 21-550-5310 | HEALTH, DENTAL & LIFE I... | 32.56 |
| 21-550-6110 | MAINTENANCE AGREEM... | 145.68 |
| 21-550-6355 | OTHER SERVICES | 1,673.62 |
| 21-550-6710 | ELECTRICITY | 5,593.96 |
| 21-550-6730 | TELEPHONE | 720.03 |
| 21-550-7325 | ADULT PROGRAMMING | 114.00 |
| 21-550-7340 | AUDIOVISUAL | 572.48 |
| 21-550-7360 | CATALOGING & PROCESS... | 168.64 |
| 21-550-7370 | BOOKS | 3,498.57 |
| 22-2243 | AFTER TAX HEALTH | 464.50 |
| 22-2253 | ING EE CONTRIBUTION | 103.76 |
| 22-2257 | CRITICAL HEALTH INS | 35.40 |

Account Summary

| Account Number | Account Name | Payment Amount |
|-----------------------|----------------------------|-----------------------|
| 22-580-5210 | CITY PAID DEFERRED CO... | 60.17 |
| 22-580-5220 | PENSION EXPENSE | 3,112.32 |
| 22-580-5310 | HEALTH, DENTAL & LIFE I... | 60.56 |
| 22-580-6300 | KCATA BUS SERVICES | 31,489.00 |
| 22-580-6710 | ELECTRICITY | 1,678.90 |
| 22-580-6730 | TELEPHONE | 67.34 |
| 22-580-6735 | PAGERS & CELL PHONES | 447.30 |
| 22-580-7075 | GASOLINE | 1,507.88 |
| 22-580-7181 | TREE MAINTENANCE | 7,395.00 |
| 22-580-7183 | STREET REPAIR MATERIALS | 1,259.64 |
| 22-580-8770 | INFRASTRUCTURE | 10,600.00 |
| 25-535-8700 | LAND ACQUISITION | 5,738.81 |
| 44-536-6090 | PROFESSIONAL SERVICES | 3,696.00 |
| 53-553-5310 | HEALTH, DENTAL & LIFE I... | 248.91 |
| 60-2243 | AFTER TAX HEALTH | 62.90 |
| 60-560-5220 | PENSION EXPENSE | 6,523.79 |
| 60-560-5310 | HEALTH, DENTAL & LIFE I... | 461.76 |
| 60-560-6090 | PROFESSIONAL SERVICES | 131.25 |
| 60-560-6430 | LABORATORY FEES | 165.00 |
| 60-560-6710 | ELECTRICITY | 19,105.29 |
| 60-560-6730 | TELEPHONE | 67.93 |
| 60-560-6735 | PAGERS & CELL PHONES | 572.46 |
| 60-560-7001 | OFFICE SUPPLIES | 197.22 |
| 60-560-7005 | CHEMICALS | 17,172.40 |
| 60-560-7075 | GASOLINE | 552.01 |
| 60-560-7110 | PLANT MAINTENANCE | 3,525.68 |
| 60-560-7210 | MINOR EQUIPMENT | 271.17 |
| 60-560-8730 | BUILDING IMPROVEMENTS | 21,895.34 |
| 61-2243 | AFTER TAX HEALTH | 122.10 |
| 61-570-5220 | PENSION EXPENSE | 2,402.29 |
| 61-570-5310 | HEALTH, DENTAL & LIFE I... | 28.00 |
| 61-570-6430 | LABORATORY FEES | 735.75 |
| 61-570-6710 | ELECTRICITY | 10,805.01 |
| 61-570-6730 | TELEPHONE | 153.55 |
| 61-570-6735 | PAGERS & CELL PHONES | 43.73 |
| 61-570-6745 | SEWAGE CHARGE KCMO | 437,129.24 |
| 61-570-7210 | MINOR EQUIPMENT | 130.82 |
| 61-570-8760 | INFORMATION TECHNOL... | 11,300.00 |
| 61-570-8770 | INFRASTRUCTURE | 23,786.37 |
| 63-543-6094 | YMCA OPERATING SUBSI... | 45,664.00 |
| | Grand Total: | 851,778.96 |

Project Account Summary

| Project Account Key | Payment Amount | |
|----------------------------|-----------------------|-------------------|
| **None** | 754,016.65 | |
| 1712 | 4,280.00 | |
| 1971 | 10,600.00 | |
| 2073 | 4,375.00 | |
| 2551 | 17,615.34 | |
| 2612 | 11,485.54 | |
| 5941 | 12,300.83 | |
| 6772 | 11,300.00 | |
| 7651 | 5,738.81 | |
| 9471 | 17,500.00 | |
| Covid-19 Tracking | 2,566.79 | |
| | Grand Total: | 851,778.96 |



| Journal: | 7918 | Controlling Fund: | 99 | Posting Date: | 7/24/2020 | Accrual Date: | | Added Date: | 7/24/2020 |
|-----------------------------|-----------------------|-------------------|-------------------------|---------------------------|---------------------|---------------|-----|------------------|------------|
| Description: | June 2020 Visa Import | | Account Name | Description | Project Account Key | JE Type: | IFT | Adjusting Entry: | N |
| Account | 99-1001 | Cash Type: | Bank Draft | Number: | DFT0001640 | Check Stock: | | | Amount |
| | | | CONSOLIDATED CASH | JUNE 2020VISA PAYMENT | | | | | -40,143.89 |
| 20-540-7190 | | | OTHER MAINTENANCE | Nyrp | | | | | 66.60 |
| 20-540-7190 | | | OTHER MAINTENANCE | Lowes 02767 | | | | | 33.81 |
| 20-540-7190 | | | OTHER MAINTENANCE | As America Inc | | | | | 48.85 |
| 20-540-7190 | | | OTHER MAINTENANCE | Lowes 02767 | | | | | 272.64 |
| 20-540-7190 | | | OTHER MAINTENANCE | Nyrp | | | | | -13.65 |
| 20-540-7190 | | | OTHER MAINTENANCE | Lowes 02767 | | | | | 46.12 |
| 20-540-7190 | | | OTHER MAINTENANCE | The Mop Bucket | | | | | 146.38 |
| 20-540-7190 | | | OTHER MAINTENANCE | In the Soap Bubble | | | | | 26.91 |
| 20-540-7190 | | | OTHER MAINTENANCE | In the Soap Bubble | | | | | -28.92 |
| 20-540-7190 | | | OTHER MAINTENANCE | McConnell And Associates | | | | | 145.36 |
| 20-540-7190 | | | OTHER MAINTENANCE | Lowes 02767 | | | | | 107.06 |
| 20-540-7190 | | | OTHER MAINTENANCE | The Mop Bucket | | | | | 78.92 |
| 20-540-7190 | | | OTHER MAINTENANCE | The Mop Bucket | | | | | 123.17 |
| 10-515-7026 | | | ANIMAL CONTROL EXPENSE | Save A Lot 440 | | | | | 24.39 |
| 10-515-7026 | | | ANIMAL CONTROL EXPENSE | Kc Pet Food | | | | | 173.41 |
| 10-515-7026 | | | ANIMAL CONTROL EXPENSE | Parkville Animal Wellnes | | | | | 243.00 |
| 10-515-7026 | | | ANIMAL CONTROL EXPENSE | Parkville Animal Wellnes | | | | | 501.08 |
| 10-515-7026 | | | ANIMAL CONTROL EXPENSE | Parkville Animal Wellnes | | | | | 252.08 |
| 10-515-7026 | | | ANIMAL CONTROL EXPENSE | Parkville Animal Wellnes | | | | | 286.52 |
| 10-515-7026 | | | ANIMAL CONTROL EXPENSE | Lowes 02767 | | | | | 42.98 |
| 10-515-7026 | | | ANIMAL CONTROL EXPENSE | Parkville Animal Wellnes | | | | | 283.62 |
| 10-515-7026 | | | ANIMAL CONTROL EXPENSE | Parkville Animal Wellnes | | | | | 600.00 |
| 10-515-7026 | | | ANIMAL CONTROL EXPENSE | Parkville Animal Wellnes | | | | | 309.95 |
| 10-515-7050 | | | UNIFORMS | River City Ts Of Missouri | | | | | 245.60 |
| 10-515-7026 | | | ANIMAL CONTROL EXPENSE | Parkville Animal Wellnes | | | | | 203.25 |
| 10-515-7026 | | | ANIMAL CONTROL EXPENSE | Kc Pet Food | | | | | 267.41 |
| 10-515-7026 | | | ANIMAL CONTROL EXPENSE | Parkville Animal Wellnes | | | | | 297.04 |
| 10-505-6220 | | | DUES & MEMBERSHIPS | Imla | | | | | 229.00 |
| 10-505-7001 | | | OFFICE SUPPLIES | Zoom Us | | | | | 14.99 |
| 10-515-7022 | | | RANGE SUPPLIES | The Home Depot 3008 | | | | | 19.97 |
| 10-515-6395 | | | OTHER SERVICES | Commercial Vehicle Safety | | | | | 25.73 |
| 21-550-7325 | | | ADULT PROGRAMMING | Amzn Mktp Us | | | | | 8.99 |
| 21-550-7325 | | | ADULT PROGRAMMING | 4allpromos | | | | | 283.48 |
| 10-526-7001 | | | OFFICE SUPPLIES | Amazon Com my4xm7qs1 | | | | | 55.68 |
| 10-526-7001 | | | OFFICE SUPPLIES | Amazon Com | | | | | -2.80 |
| 10-526-7001 | | | OFFICE SUPPLIES | Amzn Mktp Us | | | | | 14.88 |
| 10-526-7001 | | | OFFICE SUPPLIES | Amazon Com ms1999ui2 | | | | | 52.90 |
| 10-505-7001 | | | OFFICE SUPPLIES | J2 Efax Services | | | | | 16.95 |
| 10-505-6220 | | | DUES & MEMBERSHIPS | National League Of Citie | | | | | 849.00 |
| 22-580-7160 | | | DOWNTOWN MAINTENANCE | Siteone Landscape Supply | | | | | 490.03 |
| 10-521-7006 | | | CUSTODIAL SUPPLIES | Sams Club 8207 | | | | | 99.38 |
| 22-580-7110 | | | BUILDING MAINTENANCE | Lowes 02767 | | | | | 5.94 |
| 10-521-6120 | | | EQUIPMENT RENTAL | Crafco Lees Summit Mo | | | | | 500.00 |
| 22-580-7185 | | | STREET SIGN REPLACEMENT | Diamond Vogel Paint 401 | | | | | 744.84 |
| 22-580-7140 | | | VEHICLE MAINTENANCE | Coleman Equipment Smithv | | | | | 135.50 |
| 10-521-7160 | | | DOWNTOWN MAINTENANCE | Lowes 02767 | | | | | 88.21 |
| 10-521-7160 | | | DOWNTOWN MAINTENANCE | Siteone Landscape Supply | | | | | 108.50 |
| 22-580-7183 | | | STREET REPAIR MATERIALS | Sherwin Williams 707484 | | | | | 185.51 |
| 10-521-7110 | | | BUILDING MAINTENANCE | Clarks Tool Equipment | | | | | 7.40 |
| 10-521-7023 | | | SAFETY SUPPLIES | Cvs pharmacy 08543 | | | | | 5.49 |

Journal Entry Register

Packet: GLPKT07698 - June 2020 Visa Import

| Account | Account Name | Description | Project Account Key | IFT | Amount |
|-----------------------------|---------------------------|---------------------------|---------------------|-----|----------|
| 10-521-7160 | DOWNTOWN MAINTENANCE | Lowe's 02767 | | | 250.80 |
| 10-521-7160 | DOWNTOWN MAINTENANCE | Lowe's 02767 | | | 84.76 |
| 10-521-7110 | BUILDING MAINTENANCE | Lowe's 02767 | | | 48.24 |
| 10-515-7140 | VEHICLE MAINTENANCE | Goodyear Auto Svs Ct 4352 | | | 47.70 |
| 61-570-7023 | SAFETY SUPPLIES | Amazon Com my7061q60 Amzn | | | 62.98 |
| 61-570-7060 | LABORATORY SUPPLIES | Amzn Mktp Us | | | 19.98 |
| 61-570-7060 | LABORATORY SUPPLIES | Amzn Mktp Us | | | 29.90 |
| 61-570-7140 | VEHICLE MAINTENANCE | Murphy Tractor Equip 12 | | | 42.68 |
| 61-570-7120 | EQUIPMENT MAINTENANCE | A N Hdwe | | | 29.99 |
| 61-570-7023 | SAFETY SUPPLIES | Amazon Com ms2zc7qs0 Amzn | | | 32.97 |
| 61-570-7023 | SAFETY SUPPLIES | Cvs pharmacy 08543 | | | 23.16 |
| 10-515-7140 | VEHICLE MAINTENANCE | Goodyear Auto Svs Ct 4352 | | | 64.69 |
| 10-515-7140 | VEHICLE MAINTENANCE | Goodyear Auto Svs Ct 4352 | | | 190.39 |
| 10-515-7140 | VEHICLE MAINTENANCE | Goodyear Auto Svs Ct 4352 | | | 16.99 |
| 10-515-7140 | VEHICLE MAINTENANCE | Goodyear Auto Svs Ct 4352 | | | 47.70 |
| 10-515-7140 | VEHICLE MAINTENANCE | Goodyear Auto Svs Ct 4352 | | | 47.70 |
| 10-515-7050 | UNIFORMS | Galls | | | 4.99 |
| 10-515-7140 | VEHICLE MAINTENANCE | Goodyear Auto Svs Ct 4352 | | | 533.86 |
| 10-526-7140 | VEHICLE MAINTENANCE | Burlington Auto Repair | | | 483.75 |
| 10-526-7140 | VEHICLE MAINTENANCE | Mo Dmv | | | 123.32 |
| 10-510-7011 | FIRST AID SUPPLIES | In icfohouston | | | 5,730.00 |
| 10-510-7011 | FIRST AID SUPPLIES | In icfohouston | | | -475.00 |
| 10-510-7140 | VEHICLE MAINTENANCE | Thoroughbred Ford | | | 54.20 |
| 22-580-7160 | DOWNTOWN MAINTENANCE | Gladstone Gardens | | | 72.00 |
| 22-580-7183 | STREET REPAIR MATERIALS | Diamond Vogel Paint 401 | | | 719.10 |
| 22-580-7090 | OTHER SUPPLIES | The Home Depot 3008 | | | 853.20 |
| 61-570-7090 | OTHER SUPPLIES | Grass Pad Barry Road | | | 171.80 |
| 61-570-7090 | OTHER SUPPLIES | Lowe's 02767 | | | 79.46 |
| 61-570-7140 | VEHICLE MAINTENANCE | Advance Auto Parts 7562 | | | 20.98 |
| 61-570-7140 | VEHICLE MAINTENANCE | Advance Auto Parts 7562 | | | 211.96 |
| 61-570-7210 | MINOR EQUIPMENT | Lowe's 02767 | | | 208.98 |
| 61-570-7120 | EQUIPMENT MAINTENANCE | Kansas City Calibration L | | | 110.66 |
| 10-510-7014 | QUARTERS MAINTENANCE | Samsclub Com | | | 58.56 |
| 10-515-5426 | TRAINING/TRAVEL APPOINTED | Alternate Force | | | 594.70 |
| 10-515-5426 | TRAINING/TRAVEL APPOINTED | Paypal | | | 549.00 |
| 10-515-7140 | VEHICLE MAINTENANCE | Goodyear Auto Svs Ct 4352 | | | 47.70 |
| 22-580-7183 | STREET REPAIR MATERIALS | Vance Brothers Kc Hot Mx | | | 140.00 |
| 10-521-7140 | VEHICLE MAINTENANCE | A N Hdwe | | | 7.16 |
| 10-515-7075 | GASOLINE | Phillips 66 Snappy Stor | | | 18.28 |
| 10-515-7075 | GASOLINE | Phillips 66 Snappy Stor | | | -18.28 |
| 10-515-7075 | GASOLINE | Phillips 66 Snappy Stor | | | 16.99 |
| 10-515-7050 | UNIFORMS | Bosserts | | | 49.95 |
| 10-515-7140 | VEHICLE MAINTENANCE | Northtowne Lincoln Mercur | | | 477.20 |
| 10-515-7140 | VEHICLE MAINTENANCE | Goodyear Auto Svs Ct 4352 | | | 16.95 |
| 10-515-7001 | OFFICE SUPPLIES | Cvs pharmacy 08543 | | | 10.73 |
| 10-515-7050 | UNIFORMS | Galls | | | 6.95 |
| 60-560-7060 | LABORATORY SUPPLIES | Hach Company | | | 659.73 |
| 21-550-7330 | JOURNALS & PERIODICALS | Amazonmagzne | | | 30.00 |
| 21-550-7330 | JOURNALS & PERIODICALS | Amazonmagzne | | | 19.95 |
| 21-550-7330 | JOURNALS & PERIODICALS | Amazon Com my9wt9j40 Amzn | | | 12.64 |
| 21-550-7330 | JOURNALS & PERIODICALS | Amazon Com my9cx2j20 Amzn | | | 15.80 |
| 21-550-7330 | JOURNALS & PERIODICALS | Amazon Com my2no6ob2 Amzn | | | 17.98 |
| 21-550-7330 | JOURNALS & PERIODICALS | Amazonmagzne | | | 24.95 |
| 21-550-7330 | JOURNALS & PERIODICALS | Amazon Com my47f3o12 Amzn | | | 8.40 |
| 21-550-7330 | JOURNALS & PERIODICALS | Amazon Com my8u62jc0 Amzn | | | 19.95 |
| 21-550-7330 | JOURNALS & PERIODICALS | Amazon Com my2609pz1 Amzn | | | 17.98 |
| 21-550-7330 | JOURNALS & PERIODICALS | Amazon Com my5942j10 Amzn | | | 15.80 |
| 21-550-7330 | JOURNALS & PERIODICALS | Amazonmagzne | | | -1.09 |
| 21-550-7330 | JOURNALS & PERIODICALS | Amazon Com my7nj7xj1 Amzn | | | 13.68 |
| 21-550-7330 | JOURNALS & PERIODICALS | Amazon Com my00n5x41 Amzn | | | 26.33 |
| 21-550-7330 | JOURNALS & PERIODICALS | Amazonmagzne | | | -24.95 |

Journal Entry Register

| Account | Account Name | Description | Project Account Key | IFT | Amount |
|-----------------------------|-------------------------------|---------------------------|---------------------|-----|--------|
| 21-550-7330 | JOURNALS & PERIODICALS | Amazonmagzne | | | -30.00 |
| 21-550-7330 | JOURNALS & PERIODICALS | Amazon Com my8jc31q1 | | | 12.64 |
| 21-550-7330 | JOURNALS & PERIODICALS | Amazon Com my04f0ad0 Amzn | | | 39.00 |
| 21-550-7330 | JOURNALS & PERIODICALS | Amazon Com my66l9l62 Amzn | | | 21.02 |
| 21-550-7330 | JOURNALS & PERIODICALS | Amazon Com my9q75at0 Amzn | | | 31.59 |
| 21-550-7330 | JOURNALS & PERIODICALS | Amazon Com my1690l72 Amzn | | | 10.52 |
| 21-550-7330 | JOURNALS & PERIODICALS | Amazonmagzne | | | -3.66 |
| 21-550-7330 | JOURNALS & PERIODICALS | Amazon Com my6we1l52 Amzn | | | 15.79 |
| 21-550-7330 | JOURNALS & PERIODICALS | Amazon Com my7st4al0 Amzn | | | 25.16 |
| 21-550-7330 | JOURNALS & PERIODICALS | Amazon Com my7fb5jo0 | | | 22.00 |
| 21-550-7330 | JOURNALS & PERIODICALS | Amazon Com my3nl3xg1 Amzn | | | 105.34 |
| 21-550-7330 | JOURNALS & PERIODICALS | Amazon Com my81t3oi2 | | | 30.00 |
| 21-550-7330 | JOURNALS & PERIODICALS | Amazon Com my8nc9x21 | | | 5.00 |
| 21-550-7330 | JOURNALS & PERIODICALS | Amazon Com my6n96xs1 | | | 19.98 |
| 21-550-7330 | JOURNALS & PERIODICALS | Amazon Com my0nc8xc1 | | | 20.54 |
| 21-550-7330 | JOURNALS & PERIODICALS | Amazon Com Amzn Com bill | | | -12.84 |
| 21-550-7330 | JOURNALS & PERIODICALS | Amazon Com | | | -17.60 |
| 21-550-7330 | JOURNALS & PERIODICALS | Amazonmagzne | | | -19.95 |
| 21-550-7330 | JOURNALS & PERIODICALS | Amazon Com Amzn Com bill | | | -12.84 |
| 21-550-7330 | JOURNALS & PERIODICALS | Amazon Com Amzn Com bill | | | -9.98 |
| 21-550-7330 | JOURNALS & PERIODICALS | Amzmagzneexp | | | -10.73 |
| 21-550-5426 | TRAINING/TRAVEL APPOINTED | Hy Vee Independence 1261 | | | 55.29 |
| 21-550-6455 | AUTOMATION SERVICES | Directnic Com | | | 20.18 |
| 21-550-7360 | CATALOGING & PROCESSING | Demco Inc | | | 312.50 |
| 21-550-6347 | ADVERTISING - NOT EMPLOYME... | Lifestyle Publications | | | 525.00 |
| 21-550-6455 | AUTOMATION SERVICES | Directnic Com | | | 20.18 |
| 21-550-6455 | AUTOMATION SERVICES | Eig | | | 90.25 |
| 21-550-7330 | JOURNALS & PERIODICALS | Amazon Com | | | -11.59 |
| 21-550-7360 | CATALOGING & PROCESSING | Amazon Com ms6ct6kt2 | | | 61.92 |
| 21-550-7330 | JOURNALS & PERIODICALS | Amazon Com Amzn Com bill | | | -11.06 |
| 21-550-7330 | JOURNALS & PERIODICALS | Amazon Com Amzn Com bill | | | -6.30 |
| 21-550-7330 | JOURNALS & PERIODICALS | Amazon Com Amzn Com bill | | | -13.17 |
| 21-550-7330 | JOURNALS & PERIODICALS | Amazon Com Amzn Com bill | | | -12.64 |
| 21-550-5426 | TRAINING/TRAVEL APPOINTED | Qt 153 | | | 50.00 |
| 21-550-7330 | JOURNALS & PERIODICALS | Amazon Com my4a92go1 Amzn | | | 30.00 |
| 21-550-7320 | CHILDREN'S PROGRAMS | Amazon Com my9xp23j2 | | | 10.00 |
| 21-550-7320 | CHILDREN'S PROGRAMS | Amazon Com my0zn7s92 Amzn | | | 60.00 |
| 21-550-7320 | CHILDREN'S PROGRAMS | Amazon Com ms7s64zx0 | | | 60.00 |
| 21-550-7320 | CHILDREN'S PROGRAMS | Amazon Com ms3qq4ch2 Amzn | | | 10.00 |
| 21-550-7320 | CHILDREN'S PROGRAMS | Amazon Com ms8sg6ce2 | | | 10.00 |
| 21-550-7340 | AUDIOVISUAL | Amazon Com ms7hp9552 Amzn | | | 17.96 |
| 21-550-7320 | CHILDREN'S PROGRAMS | Amazon Com ms9us7il1 Amzn | | | 10.00 |
| 22-580-7120 | EQUIPMENT MAINTENANCE | Sherwin Williams 707484 | | | 119.33 |
| 22-580-7023 | SAFETY SUPPLIES | Hd Supply White Cap 125 | | | 9.59 |
| 60-560-7210 | MINOR EQUIPMENT | Northland Feed | | | 21.08 |
| 60-560-7140 | VEHICLE MAINTENANCE | Advance Auto Parts 7562 | | | 11.99 |
| 60-560-7090 | OTHER SUPPLIES | Hd Supply White Cap 125 | | | 51.00 |
| 60-560-7210 | MINOR EQUIPMENT | Ball Power Equipment | | | 17.80 |
| 60-560-7210 | MINOR EQUIPMENT | Ball Power Equipment | | | -19.15 |
| 60-560-7110 | PLANT MAINTENANCE | Lowe's 02767 | | | 41.48 |
| 60-560-7023 | SAFETY SUPPLIES | Grainger | | | 69.50 |
| 60-560-7110 | PLANT MAINTENANCE | Lowe's 02767 | | | 38.78 |
| 20-540-7006 | BUSINESS FORMS | Facebk Tjyhuzjxn2 | | | 6.24 |
| 20-540-6620 | SPECIAL PARK EVENTS | Amazon Com ms88u78i1 | | | 54.82 |
| 20-540-6620 | SPECIAL PARK EVENTS | Hy Vee Kansas City 1321 | | | 31.74 |
| 20-540-6620 | SPECIAL PARK EVENTS | Dollartree | | | 45.00 |
| 20-540-6620 | SPECIAL PARK EVENTS | Dollar Tree | | | 65.00 |
| 10-525-5426 | TRAINING/TRAVEL APPOINTED | Zoom Us | | | 14.99 |
| 60-560-7050 | UNIFORMS | Feldmans Farm And Home | | | 85.98 |
| 60-560-7090 | OTHER SUPPLIES | Usa Blue Book | | | 220.16 |
| 60-560-7090 | OTHER SUPPLIES | Usa Blue Book | | | 61.90 |

Journal Entry Register

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| Account | Account Name | Description | Project Account Key | IFT | Amount |
|-----------------------------|--------------------------|---------------------------|---------------------|-----|----------|
| 10-505-7001 | OFFICE SUPPLIES | Gih globalindustrialeq | | | 1,882.39 |
| 10-505-7001 | OFFICE SUPPLIES | Amzn Mktp Us | | | -67.99 |
| 10-505-7001 | OFFICE SUPPLIES | Ozark Ready Mix Comp | | | 640.00 |
| 10-510-7140 | VEHICLE MAINTENANCE | Advance Auto Parts 7562 | | | 77.97 |
| 22-580-7050 | UNIFORMS | Feldmans Farm And Home | | | 89.97 |
| 22-580-7110 | BUILDING MAINTENANCE | Hd Supply White Cap 125 | | | 60.15 |
| 22-580-7185 | STREET SIGN REPLACEMENT | The Work Zone | | | 38.94 |
| 20-540-7190 | OTHER MAINTENANCE | Spectra Industrial Too | | | 655.50 |
| 22-580-7110 | BUILDING MAINTENANCE | The Home Depot 3008 | | | 0.76 |
| 22-580-7185 | STREET SIGN REPLACEMENT | The Work Zone | | | 40.00 |
| 22-580-7140 | VEHICLE MAINTENANCE | Oreilly Auto Parts 1661 | | | 27.98 |
| 22-580-7185 | STREET SIGN REPLACEMENT | The Work Zone | | | 520.38 |
| 22-580-7050 | UNIFORMS | Feldmans Farm And Home | | | 89.97 |
| 10-506-6220 | DUES & MEMBERSHIPS | Clb mmac Judges Assoc | | | 325.00 |
| 22-580-7110 | BUILDING MAINTENANCE | Lowes 02767 | | | 4.06 |
| 22-580-7110 | BUILDING MAINTENANCE | A N Hdwe | | | 9.59 |
| 10-521-7006 | CUSTODIAL SUPPLIES | Cvs pharmacy 08543 | | | 3.50 |
| 25-535-8730 | BUILDING IMPROVEMENTS | Floor And Decor 190 | 2301 | | -177.45 |
| 22-580-7110 | BUILDING MAINTENANCE | Lowes 02767 | | | 28.02 |
| 22-580-7110 | BUILDING MAINTENANCE | Lowes 02767 | | | 30.69 |
| 22-580-7110 | BUILDING MAINTENANCE | Lowes 02767 | | | 99.00 |
| 22-580-7110 | BUILDING MAINTENANCE | Lowes 02767 | | | 84.10 |
| 22-580-7110 | BUILDING MAINTENANCE | Lowes 02767 | | | 30.62 |
| 22-580-7050 | UNIFORMS | River City Ts Of Missouri | | | 476.95 |
| 10-521-7110 | BUILDING MAINTENANCE | Regal Plastic Regal Gra | | | 16.63 |
| 22-580-7110 | BUILDING MAINTENANCE | Lowes 02767 | | | 11.34 |
| 22-580-7110 | BUILDING MAINTENANCE | Key Refrigeration Spy 6 | | | 11.74 |
| 10-510-7140 | VEHICLE MAINTENANCE | Advance Auto Parts 7562 | | | 34.14 |
| 10-510-7050 | UNIFORMS | Amazon Com ms12e89p1 Amzn | | | 33.60 |
| 10-510-7010 | FIREFIGHTING SUPPLIES | Westlake Hardware 011 | | | 17.98 |
| 10-533-6115 | SOFTWARE MAINT & SERVICE | Zoom Us 888 799 9666 | | | 440.03 |
| 25-535-8760 | INFORMATION TECHNOLOGY | Amazon Com my1j98qd1 | 6551 | | 169.00 |
| 25-535-8760 | INFORMATION TECHNOLOGY | Amazon Com my5hx9x72 Amzn | 6551 | | 28.88 |
| 10-533-6115 | SOFTWARE MAINT & SERVICE | Logmein | | | 349.99 |
| 25-535-8760 | INFORMATION TECHNOLOGY | Amzn Mktp Us | 6551 | | 33.90 |
| 10-515-7140 | VEHICLE MAINTENANCE | Advance Auto Parts 7562 | | | 35.88 |
| 61-570-7140 | VEHICLE MAINTENANCE | Burlington Auto Repair | | | 640.10 |
| 61-570-7001 | OFFICE SUPPLIES | Officemax Depot 6306 | | | 147.96 |
| 61-570-7090 | OTHER SUPPLIES | McConnell And Associates | | | 312.44 |
| 61-570-7090 | OTHER SUPPLIES | Lowes 02767 | | | 33.32 |
| 10-510-7140 | VEHICLE MAINTENANCE | Advance Auto Parts 7562 | | | 52.00 |
| 10-510-7014 | QUARTERS MAINTENANCE | Northern Tool Equip | | | 63.92 |
| 10-510-7014 | QUARTERS MAINTENANCE | Northern Tool Equip | | | 39.95 |
| 10-515-7050 | UNIFORMS | Galls | | | 7.19 |
| 10-515-7140 | VEHICLE MAINTENANCE | Velo Garage Cycling Llc | | | 40.49 |
| 10-505-7001 | OFFICE SUPPLIES | Officemax Officedept 6874 | | | 139.95 |
| 10-505-7001 | OFFICE SUPPLIES | Officemax Officedept 6874 | | | 139.95 |
| 10-505-7001 | OFFICE SUPPLIES | Amzn Mktp Us | | | -274.95 |
| 10-505-7001 | OFFICE SUPPLIES | Officemax Depot 6306 | | | 14.32 |
| 10-505-7001 | OFFICE SUPPLIES | Amzn Mktp Us | | | -14.32 |
| 10-515-7120 | EQUIPMENT MAINTENANCE | Amazon Com my2c78nz2 | | | 272.94 |
| 10-505-7001 | OFFICE SUPPLIES | Hp hp Com Store | | | 343.42 |
| 25-535-8760 | INFORMATION TECHNOLOGY | Amzn Mktp Us | 6551 | | 12.25 |
| 10-515-7120 | EQUIPMENT MAINTENANCE | Amazon Com ms63g8r31 Amzn | | | 259.98 |
| 25-535-8760 | INFORMATION TECHNOLOGY | Amazon Com ms0fr37g2 Amzn | 6551 | | 29.49 |
| 25-535-8760 | INFORMATION TECHNOLOGY | Amzn Mktp Us | 6551 | | 19.98 |
| 60-560-7090 | OTHER SUPPLIES | Grainger | | | 440.44 |
| 60-560-7090 | OTHER SUPPLIES | Grainger | | | 880.88 |
| 10-510-7010 | FIREFIGHTING SUPPLIES | Rollnrack Llc | | | 122.00 |
| 10-510-7140 | VEHICLE MAINTENANCE | Advance Auto Parts 7562 | | | 17.97 |
| 10-515-7001 | OFFICE SUPPLIES | Officemax Officedept 6874 | | | -15.99 |

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| Account | Account Name | Description | Project Account Key | IFT | Amount |
|-----------------------------|-----------------------|---------------------------|---------------------|-----|------------|
| 10-515-7001 | OFFICE SUPPLIES | Cvs pharmacy 08543 | | | 24.87 |
| 10-515-7001 | OFFICE SUPPLIES | Officemax Officedept 6874 | | | 129.89 |
| 10-515-7001 | OFFICE SUPPLIES | Officemax Officedept 6874 | | | 10.19 |
| 10-515-7001 | OFFICE SUPPLIES | Officemax Depot 6306 | | | 69.98 |
| 10-515-7001 | OFFICE SUPPLIES | Officemax Depot 6306 | | | 119.97 |
| 10-515-6050 | PUBLIC RELATIONS | Helpfightra Org | | | 50.00 |
| 10-515-7001 | OFFICE SUPPLIES | Overnightprints | | | 87.21 |
| 20-540-7090 | OTHER SUPPLIES | Sportsengine | | | 41.00 |
| 20-540-7006 | BUSINESS FORMS | Smk | | | 39.00 |
| 20-540-7190 | OTHER MAINTENANCE | In propet Distributors I | | | 990.00 |
| 20-540-7110 | BUILDING MAINTENANCE | Netflix Com | | | 12.99 |
| 20-540-7110 | BUILDING MAINTENANCE | Att tv Now | | | 10.00 |
| 20-540-7110 | BUILDING MAINTENANCE | Att tv Now | | | -50.00 |
| 20-540-7090 | OTHER SUPPLIES | Academy Sports 258 | | | 294.79 |
| 20-540-7090 | OTHER SUPPLIES | Dicks Sporting Goods | | | 99.99 |
| 20-540-7006 | BUSINESS FORMS | Issuu | | | 19.00 |
| 20-540-7090 | OTHER SUPPLIES | Wave heather Schlecta | | | 160.00 |
| 10-515-7050 | UNIFORMS | Galls | | | 18.87 |
| 61-570-7060 | LABORATORY SUPPLIES | Midland Scientific Inc | | | 296.61 |
| 61-570-7060 | LABORATORY SUPPLIES | Midland Scientific Inc | | | 39.33 |
| 61-570-7060 | LABORATORY SUPPLIES | Midland Scientific Inc | | | 650.35 |
| 61-570-7060 | LABORATORY SUPPLIES | Midland Scientific Inc | | | 125.68 |
| 61-570-7060 | LABORATORY SUPPLIES | Midland Scientific Inc | | | 428.00 |
| 10-515-7140 | VEHICLE MAINTENANCE | Goodyear Auto Svs Ct 4352 | | | 305.00 |
| 10-515-7140 | VEHICLE MAINTENANCE | Goodyear Auto Svs Ct 4352 | | | 123.24 |
| 10-515-7140 | VEHICLE MAINTENANCE | Goodyear Auto Svs Ct 4352 | | | 47.70 |
| 25-535-8730 | BUILDING IMPROVEMENTS | Reeves Wiedeman Rivers | 2301 | | 388.50 |
| 10-521-7110 | BUILDING MAINTENANCE | The Home Depot 3008 | | | 32.93 |
| 10-521-7110 | BUILDING MAINTENANCE | Lowes 02767 | | | 9.98 |
| 10-521-7110 | BUILDING MAINTENANCE | Lowes 02767 | | | 69.96 |
| 10-521-7110 | BUILDING MAINTENANCE | Lowes 02767 | | | 13.44 |
| 10-521-7110 | BUILDING MAINTENANCE | Lowes 02767 | | | 109.98 |
| 10-521-7110 | BUILDING MAINTENANCE | Lowes 02767 | | | 3.08 |
| 10-521-7110 | BUILDING MAINTENANCE | Lowes 02767 | | | -99.00 |
| 10-521-7110 | BUILDING MAINTENANCE | Key Refrigeration Spy 6 | | | 4.17 |
| 10-510-7013 | FIRE PREVENTION | Amazon Com my2cn3gg2 | | | 26.48 |
| 10-510-7013 | FIRE PREVENTION | Amzn Mktp Us | | | 19.99 |
| 10-510-7140 | VEHICLE MAINTENANCE | Advance Auto Parts 7562 | | | 61.68 |
| 10-510-7140 | VEHICLE MAINTENANCE | Advance Auto Parts 7562 | | | 42.98 |
| 10-510-7014 | QUARTERS MAINTENANCE | Amzn Mktp Us | | | 129.49 |
| 10-510-7013 | FIRE PREVENTION | Amzn Mktp Us | | | 65.66 |
| 10-510-7050 | UNIFORMS | Amzn Mktp Us | | | 34.61 |
| 10-510-7013 | FIRE PREVENTION | Amzn Mktp Us | | | 347.64 |
| 10-510-7013 | FIRE PREVENTION | Amzn Mktp Us | | | 15.98 |
| 10-521-7160 | DOWNTOWN MAINTENANCE | Lowes 02767 | | | 47.92 |
| 10-521-7160 | DOWNTOWN MAINTENANCE | Sq larrys Nursery | | | 44.90 |
| 22-580-7005 | CHEMICALS | Feldmans Farm And Home | | | 95.98 |
| 22-580-7005 | CHEMICALS | Feldmans Farm And Home | | | 404.94 |
| 22-580-7005 | CHEMICALS | Leisure World Pool H | | | 36.00 |
| 22-580-7110 | BUILDING MAINTENANCE | Lowes 02767 | | | 19.90 |
| 22-580-7110 | BUILDING MAINTENANCE | Lowes 02767 | | | 32.43 |
| 22-580-7110 | BUILDING MAINTENANCE | Lowes 02767 | | | 69.98 |
| 22-580-7140 | VEHICLE MAINTENANCE | Oreilly Auto Parts 1661 | | | -137.25 |
| 22-580-7140 | VEHICLE MAINTENANCE | Oreilly Auto Parts 1661 | | | 126.57 |
| 22-580-7110 | BUILDING MAINTENANCE | A N Hdwe | | | 5.77 |
| 22-580-7005 | CHEMICALS | Lowes 02767 | | | 119.84 |
| 10-1001 | CASH | June 2020 Visa Import | | Y | -21,887.31 |
| 20-1001 | CASH | June 2020 Visa Import | | Y | -3,528.32 |
| 21-1001 | CASH | June 2020 Visa Import | | Y | -2,019.39 |
| 22-1001 | CASH | June 2020 Visa Import | | Y | -5,903.46 |
| 25-1001 | CASH | June 2020 Visa Import | | Y | -504.55 |

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| Account | Account Name | Description | Project Account Key | IFT | Amount |
|-------------------------|---------------------|-----------------------|----------------------------|------------|---------------|
| 60-1001 | CASH | June 2020 Visa Import | | Y | -2,581.57 |
| 61-1001 | CASH | June 2020 Visa Import | | Y | -3,719.29 |
| 99-2999 | DUE TO OTHER FUNDS | June 2020 Visa Import | | Y | 504.55 |
| 99-2999 | DUE TO OTHER FUNDS | June 2020 Visa Import | | Y | 2,019.39 |
| 99-2999 | DUE TO OTHER FUNDS | June 2020 Visa Import | | Y | 2,581.57 |
| 99-2999 | DUE TO OTHER FUNDS | June 2020 Visa Import | | Y | 3,528.32 |
| 99-2999 | DUE TO OTHER FUNDS | June 2020 Visa Import | | Y | 3,719.29 |
| 99-2999 | DUE TO OTHER FUNDS | June 2020 Visa Import | | Y | 5,903.46 |
| 99-2999 | DUE TO OTHER FUNDS | June 2020 Visa Import | | Y | 21,887.31 |

Account Summary

| Account | Account Name | Debits | Credits | Amount |
|-----------------------------|------------------------------|----------|-----------|------------|
| 10-1001 | CASH | 0.00 | 21,887.31 | -21,887.31 |
| 10-505-6220 | DUES & MEMBERSHIPS | 1,078.00 | 0.00 | 1,078.00 |
| 10-505-7001 | OFFICE SUPPLIES | 3,191.97 | 357.26 | 2,834.71 |
| 10-506-6220 | DUES & MEMBERSHIPS | 325.00 | 0.00 | 325.00 |
| 10-510-7010 | FIREFIGHTING SUPPLIES | 139.98 | 0.00 | 139.98 |
| 10-510-7011 | FIRST AID SUPPLIES | 5,730.00 | 475.00 | 5,255.00 |
| 10-510-7013 | FIRE PREVENTION | 475.75 | 0.00 | 475.75 |
| 10-510-7014 | QUARTERS MAINTENANCE | 291.92 | 0.00 | 291.92 |
| 10-510-7050 | UNIFORMS | 68.21 | 0.00 | 68.21 |
| 10-510-7140 | VEHICLE MAINTENANCE | 340.94 | 0.00 | 340.94 |
| 10-515-5426 | TRAINING/TRAVEL APPOINTED | 1,143.70 | 0.00 | 1,143.70 |
| 10-515-6050 | PUBLIC RELATIONS | 50.00 | 0.00 | 50.00 |
| 10-515-6395 | OTHER SERVICES | 25.73 | 0.00 | 25.73 |
| 10-515-7001 | OFFICE SUPPLIES | 452.84 | 15.99 | 436.85 |
| 10-515-7022 | RANGE SUPPLIES | 19.97 | 0.00 | 19.97 |
| 10-515-7026 | ANIMAL CONTROL EXPENSE | 3,484.73 | 0.00 | 3,484.73 |
| 10-515-7050 | UNIFORMS | 333.55 | 0.00 | 333.55 |
| 10-515-7075 | GASOLINE | 35.27 | 18.28 | 16.99 |
| 10-515-7120 | EQUIPMENT MAINTENANCE | 532.92 | 0.00 | 532.92 |
| 10-515-7140 | VEHICLE MAINTENANCE | 2,043.19 | 0.00 | 2,043.19 |
| 10-521-6120 | EQUIPMENT RENTAL | 500.00 | 0.00 | 500.00 |
| 10-521-7006 | CUSTODIAL SUPPLIES | 102.88 | 0.00 | 102.88 |
| 10-521-7023 | SAFETY SUPPLIES | 5.49 | 0.00 | 5.49 |
| 10-521-7110 | BUILDING MAINTENANCE | 315.81 | 99.00 | 216.81 |
| 10-521-7140 | VEHICLE MAINTENANCE | 7.16 | 0.00 | 7.16 |
| 10-521-7160 | DOWNTOWN MAINTENANCE | 625.09 | 0.00 | 625.09 |
| 10-525-5426 | TRAINING/TRAVEL APPOINTED | 14.99 | 0.00 | 14.99 |
| 10-526-7001 | OFFICE SUPPLIES | 123.46 | 2.80 | 120.66 |
| 10-526-7140 | VEHICLE MAINTENANCE | 607.07 | 0.00 | 607.07 |
| 10-533-6115 | SOFTWARE MAINT & SERVICE | 790.02 | 0.00 | 790.02 |
| 20-1001 | CASH | 0.00 | 3,528.32 | -3,528.32 |
| 20-540-6620 | SPECIAL PARK EVENTS | 196.56 | 0.00 | 196.56 |
| 20-540-7006 | BUSINESS FORMS | 64.24 | 0.00 | 64.24 |
| 20-540-7090 | OTHER SUPPLIES | 595.78 | 0.00 | 595.78 |
| 20-540-7110 | BUILDING MAINTENANCE | 22.99 | 50.00 | -27.01 |
| 20-540-7190 | OTHER MAINTENANCE | 2,741.32 | 42.57 | 2,698.75 |
| 21-1001 | CASH | 0.00 | 2,019.39 | -2,019.39 |
| 21-550-5426 | TRAINING/TRAVEL APPOINTED | 105.29 | 0.00 | 105.29 |
| 21-550-6347 | ADVERTISING - NOT EMPLOYMENT | 525.00 | 0.00 | 525.00 |
| 21-550-6455 | AUTOMATION SERVICES | 130.61 | 0.00 | 130.61 |
| 21-550-7320 | CHILDREN'S PROGRAMS | 160.00 | 0.00 | 160.00 |
| 21-550-7325 | ADULT PROGRAMMING | 292.47 | 0.00 | 292.47 |
| 21-550-7330 | JOURNALS & PERIODICALS | 612.04 | 198.40 | 413.64 |
| 21-550-7340 | AUDIOVISUAL | 17.96 | 0.00 | 17.96 |
| 21-550-7360 | CATALOGING & PROCESSING | 374.42 | 0.00 | 374.42 |
| 22-1001 | CASH | 0.00 | 5,903.46 | -5,903.46 |
| 22-580-7005 | CHEMICALS | 656.76 | 0.00 | 656.76 |
| 22-580-7023 | SAFETY SUPPLIES | 9.59 | 0.00 | 9.59 |
| 22-580-7050 | UNIFORMS | 656.89 | 0.00 | 656.89 |
| 22-580-7090 | OTHER SUPPLIES | 853.20 | 0.00 | 853.20 |
| 22-580-7110 | BUILDING MAINTENANCE | 504.09 | 0.00 | 504.09 |
| 22-580-7120 | EQUIPMENT MAINTENANCE | 119.33 | 0.00 | 119.33 |
| 22-580-7140 | VEHICLE MAINTENANCE | 290.05 | 137.25 | 152.80 |
| 22-580-7160 | DOWNTOWN MAINTENANCE | 562.03 | 0.00 | 562.03 |
| 22-580-7183 | STREET REPAIR MATERIALS | 1,044.61 | 0.00 | 1,044.61 |
| 22-580-7185 | STREET SIGN REPLACEMENT | 1,344.16 | 0.00 | 1,344.16 |
| 25-1001 | CASH | 0.00 | 504.55 | -504.55 |
| 25-535-8730 | BUILDING IMPROVEMENTS | 388.50 | 177.45 | 211.05 |
| 25-535-8760 | INFORMATION TECHNOLOGY | 293.50 | 0.00 | 293.50 |

Journal Entry Register

Packet: GLPKT07698 - June 2020 Visa Import

| Account | Account Name | Debits | Credits | Amount |
|-----------------------------|-----------------------|-----------|-----------|------------|
| 60-1001 | CASH | 0.00 | 2,581.57 | -2,581.57 |
| 60-560-7023 | SAFETY SUPPLIES | 69.50 | 0.00 | 69.50 |
| 60-560-7050 | UNIFORMS | 85.98 | 0.00 | 85.98 |
| 60-560-7060 | LABORATORY SUPPLIES | 659.73 | 0.00 | 659.73 |
| 60-560-7090 | OTHER SUPPLIES | 1,654.38 | 0.00 | 1,654.38 |
| 60-560-7110 | PLANT MAINTENANCE | 80.26 | 0.00 | 80.26 |
| 60-560-7140 | VEHICLE MAINTENANCE | 11.99 | 0.00 | 11.99 |
| 60-560-7210 | MINOR EQUIPMENT | 38.88 | 19.15 | 19.73 |
| 61-1001 | CASH | 0.00 | 3,719.29 | -3,719.29 |
| 61-570-7001 | OFFICE SUPPLIES | 147.96 | 0.00 | 147.96 |
| 61-570-7023 | SAFETY SUPPLIES | 119.11 | 0.00 | 119.11 |
| 61-570-7060 | LABORATORY SUPPLIES | 1,589.85 | 0.00 | 1,589.85 |
| 61-570-7090 | OTHER SUPPLIES | 597.02 | 0.00 | 597.02 |
| 61-570-7120 | EQUIPMENT MAINTENANCE | 140.65 | 0.00 | 140.65 |
| 61-570-7140 | VEHICLE MAINTENANCE | 915.72 | 0.00 | 915.72 |
| 61-570-7210 | MINOR EQUIPMENT | 208.98 | 0.00 | 208.98 |
| 99-1001 | CONSOLIDATED CASH | 0.00 | 40,143.89 | -40,143.89 |
| 99-2999 | DUE TO OTHER FUNDS | 40,143.89 | 0.00 | 40,143.89 |

Journal Summary

| | |
|----------------|------------|
| Journal Count: | 1 |
| Entry Count: | 304 |
| Debits: | 81,880.93 |
| Credits: | -81,880.93 |

Project Account Summary

| Account Key | Debits | Credits | Amount |
|--|---------------|---------------|---------------|
| 2301 | 388.50 | 177.45 | 211.05 |
| 6551 | 293.50 | 0.00 | 293.50 |
| Total Project Account Distribution: | 682.00 | 177.45 | 504.55 |

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

| | |
|----------------------------|--|
| August 14, 2020 7:00pm | Friday Night Concert- Macken Park |
| August 28, 2020 Dusk | Movie in the Park- Macken Park |
| September 2, 2020 | City Council Budget Work Session |
| September 8, 2020 | City Council Budget Work Session |
| September 11, 2020, 7:00pm | Friday Night Concert- Macken Park |
| September 12-13 | Rescheduled Bob Libbey Pickleball Tournament- Macken Park |
| September 19, 2020 | City-wide Garage Sale |
| September 22, 2020 | Special City Council Meeting – Armour Road Complete Street |
| October 10, 2020 1:30pm | HowlOween- Waggin’ Trail Park |
| October 24, 2020 11:00am | Halloween- Macken Park |
| November 20, 2020 12:00pm | Mistletowne Market- Parks and Recreation Center |
| November 20, 2020 6:00pm | Mayor’s Tree Lighting - City Hall |
| November 21, 2020 10:00am | Mistletowne Market- Parks and Recreation Center |
| November 22, 2020 12:00pm | Mistletowne Market- Parks and Recreation Center |
| December 12, 2020 11:00am | Winterwonderland- Parks and Recreation Center |

Minutes of the North Kansas City, Missouri City Regular Council Meeting of August 4, 2020

The City Council met in regular session on Tuesday, August 4, 2020, via an on-line platform at 7:00 p.m. Due to the Emergency Health Order declared by the Clay County Health Department this meeting was held virtually, with the Mayor, City Council members and City staff joining the meeting through an on-line platform.

The following were present:

Mayor: Don Stielow
Councilmembers: Bryant DeLong
Anthony Saper
Jesse Smith
Lisa Tull
Zachary Clevenger
Rick Stewart
Amie Clarke
Tom Farr

Staff Present: Eric Berlin, City Administrator
Kim Nakahodo, Assistant City Administrator
Kevin Freeman, Police Chief
Dave Hargis, Fire Chief
Sara Copeland, Community Development Director
Pat Hawver, Public Works Director
Stephen Roberts, IT Manager
Tom Barzee, City Counselor
Nick Hawkins, Finance Manager
Crystal Doss, City Clerk

Mayor Stielow called the meeting to order at 7:10 p.m.

City Clerk Crystal Doss called the roll. The following councilmembers were present: Anthony Saper, Jesse Smith, Lisa Tull, Zachary Clevenger, Rick Stewart, Amie Clarke, Tom Farr and Bryant DeLong.

Roll Call

The meeting opened with the Pledge of Allegiance.

Opening

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

Approval of Agenda

There were no comments from the public.

Comments from the
Public

The Consent Agenda contained the following items:

Consent Agenda

1. Approval of Work Session Minutes from July 21, 2020
2. Approval of Regular Council Meeting Minutes from July 21, 2020.

C. Farr moved to approve the minutes as presented, seconded by C. Clevenger. The roll was called, and the vote was as follows: C. Saper, yes – C. Smith, yes – C. Tull, yes – C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, yes. Motion carried, 8-0.

Consideration of an Ordinance Adopting and Approving a Development Agreement Between the City of North Kansas City, Missouri, and Star Acquisitions & Development, LLC, for a Certain Development Project in the City {Bill No. 7524 (Ordinance No. 9321)}. City Administrator Berlin stated that the City has been engaged in the redevelopment of the Northgate Village area for 24 years. A termination agreement with Rainen Companies for the redevelopment of the area bounded by 23rd Avenue, 25th Avenue, Buchanan Street and Swift Street was approved in August 2019. A Request for Proposals (RFP) for a new developer for the superblock was issued in August 2019. Ten proposals were received, and four development teams were selected for interviews. The City determined the proposal of STAR Acquisitions & Development, LLC (“the Developer”) to be the most advantageous for the City, and entered into negotiations with STAR for the sale and development of the property. Now before the Council is a Development Agreement. The basic terms of the Development Agreement are described in the staff memo. Staff recommends approval. Discussion ensued. C. Stewart moved that Bill No. 7524 be placed on first reading, seconded by C. Farr. The roll was called, and the vote was as follows: C. Saper, no – C. Smith, yes – C. Tull, yes – C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, yes. Motion carried, 7-1. Bill No. 7524 was read. C. Farr moved that Bill No. 7524 be placed on second and final reading and passed as Ordinance No. 9321. The roll was called, and the vote was as follows: C. Saper, no – C. Smith, yes – C. Tull, yes – C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, yes. Motion carried, 7-1. Bill No. 7524 was read. Thereupon Mayor Stielow declared the motion carried and the

Ordinance No. 9321 –
Development
Agreement – Northgate
Village Multi-family

Bill duly passed. Said Bill was then numbered 9321, was signed and approved by the Mayor and attested by the City Clerk.

Consideration of an Ordinance Adopting and Approving Real Estate Sale Agreement Between the City of North Kansas City, Missouri (as Seller) and Star Acquisitions & Development, LLC (as Purchaser), for Certain Real Property Generally Located at 2300 Swift Street in the City of North Kansas City, Missouri {Bill No. 7525 (Ordinance No. 9322)}. City Administrator Berlin stated that in the previous agenda item, the Council considered approval of a Development Agreement with STAR Acquisitions and Development, LLC. Assuming approval of the Development Agreement, now before Council is a contract for the sale of the real estate for this development. It is the area bounded by 23rd Avenue, 25th Avenue, Buchanan Street and Swift Street. Discussion ensued. C. Stewart moved that Bill No. 7525 be placed on first reading, seconded by C. Farr. The roll was called, and the vote was as follows: C. Saper, no – C. Smith, yes -- C. Tull, yes – C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, yes. Motion carried, 7-1. Bill No. 7525 was read. C. Farr moved that Bill No. 7525 be placed on second and final reading and passed as Ordinance No. 9322. The roll was called, and the vote was as follows: C. Saper, no – C. Smith, yes -- C. Tull, yes – C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, yes. Motion carried, 7-1. Bill No. 7525 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9322, was signed and approved by the Mayor and attested by the City Clerk.

Ordinance No. 9322 –
Real Estate Agreement
– Northgate Village
Multi-family

Consideration of a Resolution Adopting and Approving a Fund Agreement Between the City of North Kansas City, Missouri and Yarco-Devco, LLC. For a Certain Redevelopment Project (Resolution No. 20-035). City Administrator Berlin stated that the City has received an application from Yarco-Devco, LLC, for an economic development incentive authorized by Chapter 100 of Missouri Statutes. Yarco-Devco intends to purchase the City-owned 1.04-acre parcel located at 1007 Armour Road North Kansas City, Missouri 64116. Yarco-Devco plans to develop this property with a 49-unit apartment building with ground-floor art space. This incentive involves issuance of Chapter 100 bonds but does not involve property tax abatement. There are costs to the City associated with executing a Chapter 100 redevelopment plan. The City will have to employ the services of a bond counsel as well those of its financial advisor firm, Stifel Financial Corporation. It is appropriate that the applicant for Chapter 100 benefits reimburse the City for these costs. Therefore, before Council is a resolution authorizing the City to

Resolution No. 20-035
– Gallery Lofts Funding
Agreement

enter into a funding agreement with Yarco-Devco, LLC, whereby they will deposit \$15,000 with the City, from which the City will pay bond counsel and the financial advisor for their services. Yarco-Devco, LLC has executed this funding agreement. Staff recommends approval. Discussion ensued. C. Tull announced that she was recusing herself due to a potential conflict of interest. The roll was called, and the vote was as follows: C. Saper, yes – C. Smith, yes – C. Tull, abstain – C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, yes. Motion carried, 7-0-1.

Consideration of a Dad & Daughter 5K Run/Walk. City Administrator Berlin stated that on March 17, 2020, the City Council approved a Short-term Conditional Use Permit for the Dad & Daughter 5K Run/Walk on September 19, 2020. The organizers of the event have contacted the City to determine if it may be held given the current emergency health orders in place. Staff seeks a determination from the Council. Discussion ensued. Susan Dawes, coordinator of the event, answered Council's questions. The Council consensus was that this event could not take place in North Kansas City on September 19, 2020.

Dad & Daughter 5K
Run/Walk

Consideration of an Ordinance Repealing Chapter 9.12, "Defense of Justification," Including All Sections in Chapter 9.12, of the Code of the City of North Kansas City, Missouri {Bill No. 7522 (Ordinance No. 9319)}. City Administrator Berlin asked City Counselor Tom Barzee to present this item to Council. City Counselor Barzee stated several weeks ago a citizen called the City's attention to two provisions of Chapter 9.12 of the City Code and urged their repeal. In their memo the City Counselor, City Attorney and Chief of Police review the history of how this chapter came to be a part of the City Code and recommend that the chapter be repealed in its entirety. An ordinance has been prepared accordingly for Council approval. Discussion ensued. C. Farr moved that Bill No. 7522 be placed on first reading, seconded by C. Smith. The roll was called, and the vote was as follows: C. Saper, yes – C. Smith, yes – C. Tull, yes – C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, yes. Motion carried, 8-0. Bill No. 7522 was read. C. Farr moved that Bill No. 7522 be placed on second and final reading and passed as Ordinance No. 9319, seconded by C. DeLong. The roll was called, and the vote was as follows: C. Saper, yes – C. Smith, yes – C. Tull, yes – C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, yes. Motion carried, 8-0. Bill No. 7522 was read. Thereupon Mayor Stielow declared the motion carried and the Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered

Ordinance No. 9319 –
Repeal of Chapter 9.12
of the City Code

9319, was signed and approved by the Mayor and attested by the City Clerk.

Discussion of Forming a Committee to Review Public Safety Ordinances. City Administrator Berlin state that at the City Council's July 21, 2020 meeting, Councilmember Saper suggested that a committee be formed to review the Public Safety ordinances in the City Code. Staff would note that in the Proposed FY 2021 Budget, staff is proposing an expenditure of \$4,500 for the City's codification company, Municode, to conduct a legal review to identify conflicts in the Code that might have arisen over the years due to changes in state statutes, errors, or inconsistencies in maintaining the printed versions of the Code. Staff seeks any Council direction. Discussion ensued. C. Tull said she would like to see the committee purpose broadened to include ways to encourage equity and inclusion in the community. Council consensus was to bring this item back for further discussion at a Work Session.

Discussion of Forming
a Committee to Review
Public Safety
Ordinances

Consideration of an Ordinance Amending Chapter 9.36, "Housing Discrimination," of Title 9, "Public Peace, Morals and Welfare," of the Code of the City of North Kansas City, Missouri {Bill No. 7523 (Ordinance No. 9320)}. City Administrator Berlin stated that Chapter 9.36 of the City Code addresses housing discrimination. Per Section 9.36.010, it is the public policy of the City to eliminate discrimination and safeguard the right of any person to sell, purchase, lease, rent or obtain real property without regard to race, sex, color, religion, national origin or ancestry. Councilmember DeLong has proposed that Chapter 9.36 be amended to add sexual orientation and gender identity to the categories the classes that are safeguarded in Chapter 9.36. The ordinance before the Council makes the necessary changes to Chapter 9.36 to add these classes to the City's non-discrimination policy. Staff recommends approval. Discussion ensued. C. Farr moved Bill No. 7523 on first reading, seconded by C. DeLong. The roll was called, and the vote was as follows: C. Saper, yes – C. Smith, yes – C. Tull, yes – C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, yes. Motion carried, 8-0. Bill No. 7523 was read. C. Farr moved that Bill No. 7523 be placed on second and final reading and passed as Ordinance No. 9320, seconded by C. DeLong. The roll was called, and the vote was as follows: C. Saper, yes – C. Smith, yes – C. Tull, yes – C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, yes. Motion carried, 8-0. Bill No. 7523 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly

Ordinance No. 9320 –
Amendments to City
Code, Chapter 9.36,
Housing Discrimination

passed. Said Bill was then numbered 9320, was signed and approved by the Mayor and attested by the City Clerk.

Consideration of a Resolution Amending the Gaming Fund for Fiscal Year 2019-2020 by Appropriating \$66,000 to the WPC Capital Outlay—Infrastructure Account for Pump Station Repairs (Resolution No. 20-054). City Administrator Berlin asked Public Works Director Pat Hawver to present this item to Council. Mr. Hawver stated that the 2020 Water Pollution Control (WPC) budget included \$40,000 for pump station repairs. On April 21, 2020, the Council approved a budget amendment in the amount of \$347,000 to cover the estimated costs of pump and motor repairs and leave a balance of approximately \$50,000 for additional pump station repairs that might occur during the remainder of the fiscal year. Unfortunately, the amount left for repairs between the April 21st meeting and the remainder of the fiscal year will not be sufficient. In its memo staff discusses other pump failures that have occurred since the budget amendment and recommends a budget amendment in the amount of \$66,000. C. Farr moved to approve Resolution No. 20-054, seconded by C. Smith. The roll was called, and the vote was as follows: C. Saper, yes – C. Smith, yes -- C. Tull, yes – C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, yes. Motion carried, 8-0.

Resolution No. 20-054
– Budget Amendment
– Pump Station Repairs

Consideration of a Consent of Save-A-Lot Assignments to Third Party. City Administrator Berlin asked City Counselor Barzee to present this item to Council. Counselor Barzee stated that the City owns the ground on which the Save-A-Lot store sits at 2751 Burlington. The annual base rent is \$1.00. While the City owns and leases the ground to Tenant, during the term of the lease Tenant owns and has title to the building and improvements on the property. At the end of the lease period, Tenant will surrender possession of the building and improvements to the City. The Ground Lease provides that Tenant shall have the right to freely assign or sublet its interest under the lease, subject to the City's approval, which shall not be unreasonably withheld. The City has been contacted by Save-A-Lot requesting that the City approve and consent to Save-A-Lot assigning its interest under its lease with Niemann Foods, Inc., to a retail partner to operate the Save-A-Lot grocery store. The retail partner operating the store would similar to a franchisee of Save-A-Lot. The City has been requested to approve the following language: "The City hereby approves and consents to Save-A-Lot assigning their interest under that certain Lease by and between Niemann Foods, Inc. an Illinois corporation, and Moran Foods, Inc., a Missouri corporation, d/b/a Save-A-Lot, Ltd. dated September 14, 2006

Consent of Save-A-Lot
Assignment to Third
Party

to a retail partner.” Staff recommends accordingly. C. Farr moved the City hereby approves and consents to Save-A-Lot assigning their interest under that certain Lease by and between Niemann Foods, Inc., an Illinois corporation, and Moran Foods, Inc., a Missouri corporation, d/b/a Save-A-Lot, Ltd. dated September 14, 2006, to a retail partner, seconded by C. DeLong. The roll was called, and the vote was as follows: C. Saper, yes – C. Smith, yes -- C. Tull, yes – C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, yes. Motion carried, 8-0.

Consideration of a Resolution Approving Second Amendment/Addendum to Contract Services Agreement for Appraisal Services with Al Donoho (Resolution No. 20-053). City Administrator Berlin asked City Counselor Barzee to present this item to Council. Counselor Barzee stated that On September 17, 2019, the City Council approved an agreement for appraisal services with Al Donoho d/b/a Donoho Appraisals. On April 7, 2020, the City Council approved an extension of time for this work. In his memo the City Counselor explains that a second extension is needed to allow the project to be completed. Staff recommends approval. Discussion ensued. C. DeLong moved to approve Resolution No. 20-053, seconded by C. Farr. The roll was called, and the vote was as follows: C. Saper, yes – C. Smith, yes -- C. Tull, yes – C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, yes. Motion carried, 8-0.

Consideration of an Ordinance of the City of North Kansas City, Missouri, to Establish a Procedure to Disclose Potential Conflicts of Interest and Substantial Interests for Certain Officials {Bill No. 7526 (Ordinance No. 9323)}. City Administrator Berlin stated that this is a routine ordinance that the Council adopts each year. Missouri law requires that political subdivisions with annual operating budgets over one million dollars adopt an ordinance at an open meeting by September 15, making public their method of disclosing potential conflicts of interest. If the City does not adopt its own method of disclosing conflicts of interest by September 15, it will automatically fall under the complex state reporting requirements. The only officials that need to file a financial disclosure statement the following year are the chief purchasing officer, the chief administrative officer, the full-time general counsel and those employees and elected officials who have had a transaction of more than \$500 with the political subdivision. C. Farr moved that Bill No. 7526 be placed on first reading, seconded by C. DeLong. The roll was called, and the vote was as follows: C. Saper, yes – C. Smith, yes -- C. Tull, yes – C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes – C.

Resolution No. 20-053
– Extension of Time –
Agreement for
Appraisal Services

Ordinance No. 9323 –
Financial Disclosure
Ordinance

Farr, yes – C. DeLong, yes. Motion carried, 8-0. Bill No. 7526 was read. C. Farr moved that Bill No. 7526 be placed on second and final reading and passed as Ordinance No. 9323, seconded by C. Smith. The roll was called, and the vote was as follows: C. Saper, yes – C. Smith, yes -- C. Tull, yes – C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, yes. Motion carried, 8-0. Bill No. 7526 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9323, was signed and approved by the Mayor and attested by the City Clerk.

Authorizing Payment for Certain Accounts Due and Payable by the City Through July 31, 2020 {Bill No. 7527 (Ordinance No. 9324)}. C. Farr moved that Bill No. 7527 be placed on first reading, seconded by C. Stewart. The roll was called, and the vote was as follows: C. Saper, yes – C. Smith, yes – C. Tull, yes – C. Clevenger, yes -- C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, yes. Motion carried, 8-0. Bill No. 7527 was read. C. Farr moved that Bill No. 7527 be placed on second and final reading and passed as Ordinance No. 24 seconded by C. Stewart. The roll was called, and the vote was as follows: C. Saper, yes – C. Smith, yes – C. Tull, yes – C. Clevenger, yes -- C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, yes. Motion carried, 8-0. Bill No. 7527 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9324, was signed and approved by the Mayor and attested by the City Clerk.

City Administrator Berlin stated the Upcoming City Items of Note was in the Council packet. Assistant City Administrator Kim Nakahodo stated that the Armour Road Complete Street meeting notifications have been sent out through the City's social media accounts. Postcards will be delivered this week to all the residents of North Kansas City. The Business Council will also help with notification. The Armour Road Complete Street web page can be found at www.nkc.org/armour. It was noted that the web page is hard to view via a mobile device. Ms. Nakahodo said staff would look into this. City Administrator Berlin stated staff would like to hold a Special Meeting on Tuesday, August 25th via an on-line platform at 6:00 PM to set the property tax rate. Council consensus was to set the meeting. He also reminded Council of the upcoming budget meetings on September 2 and September 8, both at 6:00 PM and both virtual. Budget books will be distributed the third week in August.

Ordinance No. 9324 –
Approving Accounts
Due and Payable by
the City Through July
31, 2020

Staff Comments

C. Saper stated he was glad we would be moving forward with citizen and residential involvement through possible committees and is looking forward to the upcoming work session to discuss this.

C. Smith thanked the Public Works staff for picking up the limbs quickly after the last storm. He urged citizens to wear their masks and stay safe.

C. Tull stated she was looking forward to the upcoming work session to discuss the possibility of an equity and inclusion citizen committee.

C. Clevenger echoed the comments regarding the upcoming citizen involvement work session. He also stated that the trash collecting company's employees continue to leave emptied trash cans in the middle of the sidewalk. Mr. Berlin and Mr. Hawver noted ways that Public Works is working with the company and residents to try and resolve this issue. C. Clevenger also expressed concern that the shade structure at the festival stage in Macken Park is not fully accomplishing the objectives of the project. He asked staff to look into the issue.

C. Stewart thanked the Road District for their work on repaving Iron and Howell. This project should be wrapping up soon. He noted that he had previously complained about trash cans left in the middle of the sidewalk after they are emptied and asked staff to continue to work on this issue.

C. Clarke stated she appreciated all that was completed at tonight's meeting. She stated she was also looking forward to the upcoming work session to discuss citizen involvement. C. Clarke stated she had been approached by constituents inquiring if Ward 4 could have a park. There is currently a green space that is called a park [River Forest Park] but has no amenities.

C. Farr had nothing tonight.

C. DeLong stated he hoped everyone voted today and will vote in the upcoming November election.

Mayor Stielow had nothing at this time.

Councilmembers'
Comments

Mayor's Comments

C. Smith moved to adjourn at 8:22 PM, seconded by C. Clarke. The roll was called, and the vote was as follows: C. Saper, yes – C. Smith, yes – C. Tull, yes – C. Clevenger, yes -- C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, yes. Motion carried, 8-0. Adjournment

Council Adjourned



Mayor

Attest:

Crystal Doss

City Clerk

Approved this 18th day of August, 2020