

## Annual Report for Fiscal Year Ending June 30, 2022

**Noland Road Community Improvement District** ("District") was formed 12/14/14 by adoption of **Ordinance 18400** by the Independence MO City Council approving the Petition to Establish the Noland Road Community Improvement District ("Petition"). This District is a political subdivision created under authority of Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri (Missouri Community Improvement District Act ("Act")) and is transacting business and exercising powers granted by the Act. This Report is prepared pursuant to Section 67.1471.4 of the Act. On 3/17/15, qualified voters within District approved imposition of a three-quarters of one percent (0.75%) sales tax ("Sales Tax") on all eligible retail sales within District for 25 years. The Sales Tax was effective 7/1/15 to fund District's improvements and services as set forth in Petition.

1. Copies of resolutions adopted during fiscal year 7/1/21-6/30/22 are attached.
2. All revenues and disbursements for FY 7/1/21-6/30/22 are shown on the attached MO Local Government Financial Statement as submitted to MO State Auditor on 8/30/22.
3. The Board of Directors at June 30, 2022 were Karen Downey, Ken McClain, Carlos Ledezma, and Charlie Franklin.
4. Budget for 7/1/22-6/30/23 was adopted 6/16/22 and submitted to City on 6/17/22.

*Preparer: William B. Moore, [wmoore@rousepc.com](mailto:wmoore@rousepc.com)*

*Submitted to: MO Dept of Economic Development, [redvelopment@ded.mo.gov](mailto:redvelopment@ded.mo.gov); Independence MO City Clerk [cityclerk@indepmo.org](mailto:cityclerk@indepmo.org)*

<b>MISSOURI LOCAL GOVERNMENT FINANCIAL STATEMENT</b>	1. Financial Statement Summary the Year Ended	for	Month	Year
	2. Name of political subdivision	Noland Road Community Improvement District		
	3. Political subdivision number			
	4. Name of county	Jackson		
5. Name of contact Bill Miller, CPA	6. Mailing address	C/O Novak Birks PC, 4435 Main St, Ste 500 Kansas City, MO 64111		
7. Telephone number 816-931-6111	8. Fax number 816-931-8499	9. Email address bmiller@novakbirkspc.com		
10. List up to 3 funds (other than General Fund) in the order you want them to appear in the Local Government Financial Statement (omit the word "fund")	1. _____	2. _____		
	2. _____	3. _____		
<b>The undersigned attests that this report is a true and accurate account of all financial transactions for the political subdivision listed above.</b>				
Preparer's name, title and date (required)		William J. Miller Preparer's Name	CPA Title	8/23/2022 Date
<b>INSTRUCTIONS FOR COMPLETING FINANCIAL REPORT FOR POLITICAL SUBDIVISIONS</b>				
Please mail the completed form to	State Auditor's Office P.O. Box 869 Jefferson City, MO 65102	OR Email to: <a href="mailto:polysubfs@auditor.mo.gov">polysubfs@auditor.mo.gov</a>		
<b>Part I – FINANCIAL STATEMENT</b>				
<b>A. Receipts (pages 3 and 4)</b>				
1. <b>Property Tax</b> – Include real, personal, and other property tax, but do not include any tax revenues which you collect as agent for another governmental entity.				
2. <b>Sales Tax</b> – Include any and all sales taxes by fund and type. Municipalities in St. Louis County should report their share of the county sales tax.				
3. <b>Amusement Sales Tax</b> – Taxes on admission tickets and on gross receipts of all or specified types of amusement businesses.				
4. <b>Motor Fuel Tax</b> – Taxes on gasoline, diesel oil, aviation fuel, gasohol, "ethanol," and any other fuels used in motor vehicles or aircraft.				
5. <b>Public Utilities Sales Tax</b> – Taxes imposed distinctively on public utilities, and measured by gross receipts, gross earnings, or units of service sold, either as a direct tax on consumers or as a percentage of gross receipts of utility.				
6. <b>Tobacco Products Tax</b> – Taxes on tobacco products and synthetic cigars and cigarettes, including related products like cigarette tubes and paper.				
7. <b>Hotel/Motel and Restaurant/Meals Tax</b> – Sales tax on hotel/motel and restaurant/meals.				
8. <b>Alcoholic Beverages Licensing and Permit Taxes</b> – Licenses for manufacturing, importing, wholesaling, and retailing of alcoholic beverages.				
9. <b>Amusements Licensing and Permit Taxes</b> – Licenses on amusement businesses generally and on specific types of amusement enterprises or devices.				
10. <b>Motor Vehicles Licensing and Permit Taxes</b> – Licenses imposed on owners or operators of motor vehicles for the right to use public roads.				
11. <b>Franchise Tax (Public Utilities Tax)</b> – Licenses distinctively imposed on public utilities, whether distinctively imposed on public utilities, whether privately or publicly owned.				
12. <b>Occupation and Business Licensing and Permit Taxes</b> – Licenses required of persons engaged in particular professions, trades, or occupations.				

**Part I - FINANCIAL STATEMENT - Continued**

13. **Other Licenses and Permit Fees** – License and inspections charges on buildings, animals, marriage, guns, etc.
  14. **Intergovernmental Receipts** – Specify source of intergovernmental grants and monies received (federal, state or local).
  16. **Charges for Services** – Include fees and service revenue.
  17. **Utility Receipts** – Gross receipts of any water, electric, gas, or transit systems operated by your government, from utility sales and charges.
  18. **Interest Earned** – Interest earned from investments.
  19. **Fines, Costs, and Forfeitures** – Receipts from penalties imposed for violations of law and civil penalties.
  20. **Rents** – Revenues from temporary possession or use of government-owned buildings, land, and other properties.
  21. **Donations** – Gifts of cash or securities from private individuals or corporations.
  22. **Other Receipts and Transfers** – Include any other receipts that your political subdivision receives that would not be included in the above categories.
- Sections B and C Disbursements** – Should be broken down by function and/or object. Governments having multiple functions, (such as police, fire, etc.) or objects (salaries, supplies, etc.) should provide both (if available) and the totals of both should agree.
- B. Disbursements By Function (pages 5 and 6)** – List amounts on the line pertaining to the category or write in a category on one of the blank lines.
  - C. Disbursements By Object (pages 6 and 7)** – List amounts on the line pertaining to the category or write in a category on one of the blank lines.
  - D. Statement Of Indebtedness (pages 7 and 8)** – This section requests information on debt issued by your political subdivision. Debt outstanding at the beginning of the fiscal year, plus debt issued less debt retired should equal the debt outstanding at the end of the fiscal year. All types of debt (e.g., general obligation bonds, revenue bonds, leases, notes) should be reported here.
  - E. Interest on Debt – (page 8)** – Amounts of interest paid, including any interest paid on short-term or non-guaranteed obligations as well as general obligations.
  - F. Statement of Assessed Valuation and Tax Rates (page 8)** – The assessed valuation information, will be available from your county. The tax rate information will pertain to the tax rate set for the fiscal year reported.

**Part II – FINANCIAL STATEMENT SUMMARY (page 9)** – Five columns are provided, one for the total of all funds, one for your General Fund, and three for any other funds which you may have. If you have funds in addition to your General Fund, such as a Debt Service, Street, Water, or Sewer Fund, you need to insert the name of any such fund in the blanks provided. If you have more than three funds in addition to your General Fund, you will need to attach a separate page showing the additional funds.

The beginning balance of each fund, plus total receipts, less total disbursements should equal your ending balance. Total receipts for each fund should equal the total receipts shown on page 3. Total disbursements for each fund should equal the total disbursements shown on page 6.

If you have any questions regarding the completion of this form, please feel free to call the Missouri State Auditor's Office, telephone (573) 751-4213.

**NOTICE** – State law requires political subdivisions to file a financial report with the State Auditor's Office each year pursuant to Section 105.145, RSMo, and 15 CSR 40-3.030.

**Part I - FINANCIAL STATEMENT**

Noland Road Community Improvement District

**A. Receipts**

		<i>FUNDS - Report in whole dollars</i>				
		TOTAL all funds				
			General Fund	Fund	Fund	Fund
<b>1. Total property tax</b>	\$	0	\$		\$	\$
<b>2. Total sales tax</b>		1,747,471	1,747,471			
<b>3. Amusement sales tax</b>		0				
<b>4. Motor fuel tax</b>		0				
<b>5. Public utilities sales tax</b>		0				
<b>6. Tobacco products tax</b>		0				
<b>7. Hotel/Motel and restaurant/meals tax</b>		0				
<b>8. Alcoholic beverages licensing and permit taxes</b>		0				
<b>9. Amusement licensing and permit taxes</b>		0				
<b>10. Motor vehicles licensing and permit taxes</b>		0				
<b>11. Franchise tax (public utilities tax)</b>		0				
<b>12. Occupation and business licensing and permit taxes</b>		0				
<b>13. Other licenses and permit fees</b>		0				
<b>14. Intergovernmental receipts</b>						
a.		0				
b.		0				
c.		0				
d.		0				
e.		0				
f.		0				
g.		0				
h.		0				
i. <b>TOTAL</b>						
<i>Sum of lines 14a-h</i>	\$	0	\$	0	\$	0
<b>15. SUBTOTAL</b>						
<i>Sum of Items 1-14i</i>	\$	1,747,471	\$	1,747,471	\$	0

**Part I - FINANCIAL STATEMENT - Continued**

Noland Road Community Improvement District

**A. Receipts - Continued**

*FUNDS - Report in whole dollars*

	<b>TOTAL all funds</b>	<b>General Fund</b>	<b>Fund</b>	<b>Fund</b>	<b>Fund</b>
<b>15. SUBTOTAL</b> <i>(from page 3)</i>	\$ 1,747,471	\$ 1,747,471	\$ 0	\$ 0	\$ 0
<b>16. Charges for Services</b>					
a.	0				
b.	0				
c.	0				
d. <b>TOTAL</b> <i>Sum of lines 16a-c</i>	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
<b>17. Utility receipts</b>					
a.	0				
b.	0				
c.	0				
d.	0				
e. <b>TOTAL</b> <i>Sum of lines 17a-d</i>	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
<b>18. Interest earned</b>	1,138	1,138			
<b>19. Fines, costs, and forfeitures</b>	0				
<b>20. Rents</b>	0				
<b>21. Donations</b>	0				
<b>22. Other receipts and transfers</b>					
a. <b>Credit Card Rebates</b>	80	80			
b.	0				
c. <b>Interfund transfers</b>	0				
d. <b>TOTAL</b> <i>Sum of lines 22a-c</i>	\$ 80	\$ 80	\$ 0	\$ 0	\$ 0
<b>23. TOTAL RECEIPTS</b> <b>Sum of Items 15 through 22d</b>	\$ 1,748,689	\$ 1,748,689	\$ 0	\$ 0	\$ 0

**PLEASE CONTINUE WITH DISBURSEMENTS ON PAGE 5**

**Part I - FINANCIAL STATEMENT - Continued**

Noland Road Community Improvement District

**B. Disbursements (by function)**

*FUNDS - Report in whole dollars*

	TOTAL all funds	FUNDS - Report in whole dollars			
		General Fund	Fund	Fund	Fund
1. Highways and streets	\$ 0	\$	\$	\$	\$
2. Financial administration	0				
3. Central administration	0				
4. Fire	0				
5. Parks and recreation	0				
6. Solid waste management	0				
7. Sewerage	0				
8. Water supply system	0				
9. Hospitals	0				
10. Health (other than hospital)	0				
11. Police	0				
12. Judicial and legal	0				
13. Correctional institutions	0				
14. Probation	0				
15. General public buildings	0				
16. Libraries	0				
17. Public welfare	0				
18. Protective inspection and regulation	0				
19. Housing and community development	0				
20. Economic development	1,315,620	1,315,620			
21. Natural resources	0				
22. Airports	0				
<b>23. SUBTOTAL</b>					
Sum of lines 1-22	\$ 1,315,620	\$ 1,315,620	\$ 0	\$ 0	\$ 0

**Part I - FINANCIAL STATEMENT - Continued**

Noland Road Community Improvement District

**B. Disbursements (by function)**  
**Continued**

*FUNDS - Report in whole dollars*

	TOTAL all funds	FUNDS - Report in whole dollars			
		General Fund	Fund	Fund	Fund
<b>23. SUBTOTAL</b> <i>(from page 5)</i>	\$ 1,315,620	\$ 1,315,620	\$ 0	\$ 0	\$ 0
<b>24.</b> Electric power system	0				
<b>25.</b> Parking facilities	0				
<b>26.</b> Gas supply system	0				
<b>27.</b> Transit or bus system	0				
<b>28.</b> Sea and inland port facilities	0				
<b>29.</b> Miscellaneous commercial activities	0				
<b>30.</b> Other - <i>Specify</i>					
a. City of Independence EATS	169,158	169,158			
b.	0				
c.	0				
<b>31.</b> Interfund transfers	0				
<b>32. TOTAL DISBURSEMENTS</b> <b>(by function)</b> Sum of items 23-31	\$ 1,484,778	\$ 1,484,778	\$ 0	\$ 0	\$ 0
<b>C. Disbursements</b> <b>(by object)</b>					
1. Salaries	70,597	70,597			
2. Fringe benefits	0				
3. Operations	139,803	139,803			
4. SUBTOTAL Sum of items C1-3	\$ 210,400	\$ 210,400	\$ 0	\$ 0	\$ 0

*PLEASE CONTINUE WITH DISBURSEMENTS ON PAGE 7*

**Part I - FINANCIAL STATEMENT - Continued**

Noland Road Community Improvement District

**B. Disbursements (by object) - Continued**

	FUNDS - Report in whole dollars				
	TOTAL all funds	General Fund	Fund	Fund	Fund
<b>4. SUBTOTAL</b> (from page 6)	\$ 210,400	\$ 210,400	\$ 0	\$ 0	\$ 0
<b>5. Capital expenditures - Specify</b>					
a. Noland Road Improvements	1,105,220	1,105,220			
b. City of Independence EATS	169,158	169,158			
c.	0				
d.	0				
e.	0				
f.	0				
g.	0				
<b>6. Interfund transfers - Specify</b>					
a.	0				
b.	0				
<b>7. TOTAL DISBURSEMENTS</b> (by object) Sum of items 4-6b	\$ 1,484,778	\$ 1,484,778	\$ 0	\$ 0	\$ 0

	FUNDS - Report in whole dollars			
	Outstanding Beginning of Fiscal Year	During Fiscal Year --		Outstanding End of Fiscal Year
		Issued	Retired	
<b>D. Statement of Indebtedness</b>				
<b>1. General obligation bonds</b>				
a.				0
b.				0
c.				0
<b>2. Revenue bonds</b>				
a.				0
b.				0
c.				0
<b>3. SUBTOTAL</b> Sum of items D1 and 2	\$ 0	\$ 0	\$ 0	\$ 0



**Part I - FINANCIAL STATEMENT - Continued**

Noland Road Community Improvement District

**D. Statement of Indebtedness  
Continued**

	FUNDS - Report in whole dollars			Outstanding End of Fiscal Year
	Outstanding Beginning of Fiscal Year	During Fiscal Year --		
		Issued	Retired	
<b>3. SUBTOTAL</b> (from page 7)	\$ 0	\$ 0	\$ 0	\$ 0
<b>4. Other debt - Specify</b>				
a.				0
b.				0
c.				0
<b>5. Conduit debt</b>				0
<b>6. TOTAL STATEMENT OF INDEBTEDNESS</b> Sum of items 3-5	\$ 0	\$ 0	\$ 0	\$ 0

**E. Interest on Debt**

1. Interest on water supply system debt	\$
2. Interest on electric power system debt	\$
3. Interest on gas supply system debt	\$
4. Interest on transit or bus system debt	\$
5. Interest on all other debt	\$

**F. Statement of Assessed Valuation  
and Tax Rates**

1. Real estate	\$
2. Personal property	
3. State assessed railroad and utility	
<b>TOTAL VALUATION</b>	
<b>4. Sum of items F1-3</b>	\$ 0
<b>Tax Rates Funds - Specify</b>	<b>Tax rate (per \$100)</b>
1.	
2.	
3.	
4.	
5.	
6.	

**Part II - FINANCIAL STATEMENT SUMMARY**

FUNDS - Report in whole dollars					
	TOTAL all funds	General Fund	Fund	Fund	Fund
A. Beginning balance	\$ 4,385,072	\$ 4,385,072	\$	\$	\$
B. Total receipts	1,748,689	1,748,689	0	0	0
C. Total disbursements	1,484,778	1,484,778	0	0	0
D. Ending balance	\$ 4,648,983	\$ 4,648,983	0	0	0

**NOTES**

*Please use this space to provide additional explanations if the space provided for any item was not sufficient. Be sure to reference the item number.*

**NOLAND ROAD COMMUNITY IMPROVEMENT DISTRICT ("DISTRICT")**  
***POLICY TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST***  
***AND SUBSTANTIAL INTERESTS FOR CERTAIN OFFICIALS***  
**Adopted by the Board of Directors August 19, 2021**

WHEREAS, because District is a political subdivision, the District and its Board of Directors are subject to the conflict of interest and financial disclosure provisions of Sections 105.483 to 105.492, Revised Statutes of Missouri ("RSMo"), in such years that the District's annual operating budget is in excess of One Million Dollars (\$1,000,000.00); and

WHEREAS, pursuant to Section 105.485.4, RSMo, District must adopt its policy establishing the standards by which certain District officials are to disclose to the Missouri Ethics Commission ("Commission") potential conflicts of interest and substantial interests ("Policy"); and

WHEREAS, Board of Directors adopted its Policy on June 16, 2016; September 21, 2017; and July 11, 2019; and

WHEREAS, Board of Directors desires to re-adopt its Policy as set forth below;

THEREFORE, BE IT RESOLVED THAT:

1. **Declaration of Policy.** The proper operation of 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.
2. **Conflicts of Interest.**
  - a. All elected and appointed officials and employees of District must comply with Section 105.454, RSMo, on conflicts of interest, as well as any other state law governing official conduct.
  - b. Any member of District who has a "substantial or private interest" in any measure, bill, order, or ordinance proposed or pending before such governing body must disclose that interest to the Secretary of such body and such disclosure shall be recorded in the appropriate journal of the governing body. Substantial or private interest is defined as ownership by the individual, his spouse, or his dependent children, whether singularly or collectively, directly or indirectly of: (1) 10% or more of any business entity; or (2) an interest having a value of Ten Thousand Dollars \$10,000 or more; or (3) the receipt of a salary, gratuity, or other compensation or remuneration of Five Thousand Dollars \$5,000 or more, per year from any individual, partnership, organization, or association within any calendar year.
3. **Disclosure Reports.** Each Director and candidate for a Director position shall disclose the following information by May 1 or the appropriate deadline as referenced in Section 105.487, RSMo, if any such transactions occurred during the previous 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 (\$500.00), if any, that such person had with the District, other than compensation received as an employee or payment of any tax, fee or penalty due to the District, and other than transfers for no consideration to the District.
- 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 (\$500.00), if any, that any business entity in which such person had a substantial interest, had with District, other than payment of any tax, fee or penalty due to the District or transactions involving payment for providing utility service to the District, and other than transfers for no consideration to the District.
- c. The Executive Director and candidates for that position also shall disclose by May 1, or the appropriate deadline as referenced in Section 105.487, RSMo, the following information for the previous calendar year:
  - (i) The name and address of each of the employees of such person from whom income of One Thousand Dollars (\$1,000.00) or more was received during the year covered by the statement;
  - (ii) 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 (10%) or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership which is listed on a regulated stock exchange or automated quotation system in which the person owned two percent (2%) or more of any class of outstanding stock, limited partnership units or other equity interests;
  - (iii) The name and address of each corporation for which such person served in the capacity of a director, officer, or receiver.

#### **4. Filing of Reports.**

- a. The Financial Statements shall be filed at the following times, but no person is required to file more than one Financial Statement in any calendar year:
  - (i) Every person required to file a Financial Statement shall file the Financial Statement annually not later than May 1 and the Financial Statement shall cover the calendar year ending the immediately preceding December 31; provided that Director may supplement the Financial Statement to report additional interests acquired after

December 31 of the covered year until the date of filing of the Financial Statement;

- (ii) Each person appointed to office shall file the Financial Statement within thirty (30) days of such appointment or employment covering the calendar year ending the previous December 31;
- (iii) Every candidate required to file a Financial Statement shall file no later than fourteen (14) days after the close of filing at which the candidate seeks election. The time period of this Financial Statement shall cover the twelve (12) months prior to the closing date of filing for candidacy.

b. Financial Statements giving the financial information required in Section 3 herein shall be filed with the Board of Directors and the Commission. The Financial Statements shall be made available for public inspection and copying during normal business hours.

**5. Penalties.**

a. Members of the District's Board of Directors receive no compensation from District for the performance of their services to the District, except for reimbursement of actual costs incurred in the performance of their services to the District, if any. The Executive Director is compensated for services provided to District.

b. In the event anyone required to file a Financial Statement under this Policy fails to file, District may withhold reimbursement of any actual costs incurred by or compensation otherwise payable to such person in the performance of their services to the District until the failure to file is cured.

6. A certified copy of this Resolution shall be sent within ten (10) days of its adoption to the Commission.

7. The appropriate officers of the District are authorized and directed to carry out any act or perform any duty contemplated by Policy.

8. This Resolution shall be effective immediately and shall be in full force and effect from and after date of its approval and shall remain in effect for two (2) years from date of passage.

APPROVED:

  
Karen Downey, Chairperson

ATTEST:

  
\_\_\_\_\_

**NOLAND ROAD COMMUNITY IMPROVEMENT DISTRICT ("DISTRICT")**

*Accepting Resignation of Dee Pack and Expressing  
Appreciation as Member of the Board of Directors*

**Adopted by the Board of Directors October 21, 2021**

WHEREAS, the District received a notice of resignation of Board Member, Dee Pack, dated August 2, 2021;

THEREFORE, BE IT RESOLVED, the Board of Directors does hereby accept the resignation tendered by Dee Pack from the office of Director and officer and wishes to express its appreciation and gratitude to Dee as a founding member of the Board of Directors of the Noland Road Community Improvement District.

APPROVED:

  
\_\_\_\_\_  
Karen Downey, Chairman

ATTEST:

  
\_\_\_\_\_

NOLAND ROAD COMMUNITY IMPROVEMENT DISTRICT ("DISTRICT")

*Authorizing Funds for Automated License Plate Reader*

**Adopted by the Board of Directors October 21, 2021**


WHEREAS, the Independence Police Foundation ("IPF") has provided the Board of Directors with general information and statistics regarding the use of the Automated License Plate Reader ("ALPR") and its effectiveness in reducing crime in areas of installation and identified key locations within District where installation of an ALPR may prove effective in reducing crime; and

WHEREAS, a Funding Agreement, setting forth the terms and conditions for funding installation of said ALPRs in the amount of \$209,530.00, was entered into between the District and IPF (a copy of said executed Funding Agreement is attached hereto);


THEREFORE, BE IT RESOLVED, the Board of Directors hereby authorizes, confirms, ratifies, and approves the execution of said Funding Agreement for and on behalf of the District; and

FURTHER RESOLVED, that any and all actions heretofore or hereafter taken by the officers of the District, or any of them, within the terms of the foregoing resolutions, be and hereby are, authorized, confirmed, ratified, and approved.

APPROVED:

  
Karen Downey, Chairman

ATTEST:



## FUNDING AGREEMENT

**THIS FUNDING AGREEMENT** (the "Agreement") is made and entered into as of the \_\_\_\_ day of August 2021, by and between the **NOLAND ROAD COMMUNITY IMPROVEMENT DISTRICT** ("NRCID"), a Missouri political subdivision and the **INDEPENDENCE POLICE FOUNDATION** ("IPF"), A Missouri not for profit corporation.

### RECITALS

1. The IPF has a core foundation to assist the Independence Police Department (IPD) in reducing crime and disorder through policing best practices, technology, and equipment; and
2. The NRCID was created to enhance business opportunities, and creates safe and desirable shopping experiences for the customers visiting the businesses in the District; and
3. The IPF has assisted the IPD in developing a system for protecting the citizens of the City of Independence ("City") that utilizes technology using Automated License Plate Readers (ALPRs) at key intersections throughout the City to reduce crime and protect the public; and
4. The NRCID has determined that it is in the best interests of all businesses within the District and shoppers that frequent the District businesses to fund the installation of the ALPRs at certain key intersections with the District.

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Advance of Funds.** The Parties agree and acknowledge that the NRCID is providing funding in the amount of \$209,530 to IPF to be used by the City and IPD to install ALPRs at the intersections identified on Exhibit A. The Parties further agree and acknowledge that the funds provided by NRCID may only be expended for the agreed upon intersections which are located within the boundaries of the NRCID, and any funds not used will be returned to the NRCID. Upon deposit of the \$209,530, the NRCID will have no further obligation to the IPF, the IPD or the City.
2. **Copies of Disbursement Requests.** The NRCID may request copies of all disbursement records detailing costs paid for the purchase and installation of the ALPRs.
3. **Notices.** All notices and correspondence hereunder shall be in writing and shall be delivered by hand delivery, email, or first-class mail, postage prepaid, to the parties as set forth below:

**If to the IPF:**

Independence Police Foundation  
223 N Memorial Drive  
Independence, Missouri 64050-3013  
ggeorge@indepmo.org



If to the NRCID:  
Noland Road Community Improvement District  
Attn: Gerry Winship  
4315 Noland Road  
Independence, Missouri 64055  
gwinship@nolandroadcid.com

with a copy to:

William B. Moore  
Rouse Frets White Goss Gentile Rhodes, PC  
4510 Belleview Avenue, Suite 300  
Kansas City, Missouri 64111  
wmoore@rousepc.com

**4. Miscellaneous.**

a. **Severability.** If any provision of this Agreement is unenforceable, the remainder of this Agreement shall be enforced as if such provision were not contained herein.

b. **No Waiver.** Failure of any party hereto to enforce its rights hereunder at any time shall not be deemed a waiver of any such rights.

c. **Representations and Warranties.** The NRCID and the IPF each represent and warrant that (i) this Agreement has been duly executed by them or on their behalf, as the case may be, pursuant to due authorization, and is not in violation of any such party's governing documents, charter or ordinances, as the case may be, (ii) no consents are necessary for the execution, delivery, and performance of this Agreement by such party, and (iii) this Agreement is valid, binding and enforceable against such party in accordance with its terms.

d. **Assignment.** This Agreement may not be assigned by either party without the written consent of the other.

e. **Counterparts.** This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

**5. Limitation of Liability.** Notwithstanding any provision hereof to the contrary, the NRCID and its officials, agents, employees and representatives shall not be liable to the IPF, IPD or the City for damages or otherwise arising from the utilization of ALPRs within the District or outside the District. The Parties agree and acknowledge that the NRCID is providing funding through the IPF for the City and IPD to acquire and install the ALPRs at the intersections identified in Exhibit A.

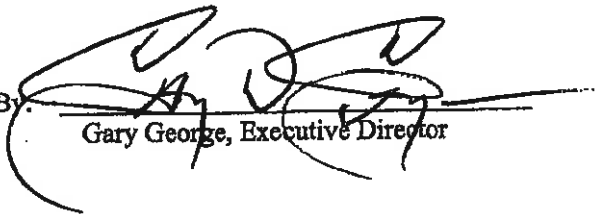
[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Funding Agreement to be duly executed as of the date first above written.

**NOLAND ROAD  
COMMUNITY IMPROVEMENT DISTRICT**

By:   
Karen Downey, Chairman

**INDEPENDENCE POLICE FOUNDATION**

By:   
Gary George, Executive Director

**EXHIBIT A**

{32849 / 67762; 930640. }



# **INDEPENDENCE POLICE**

## **MEMORANDUM**

**DATE:** July 26<sup>th</sup>, 2021  
**TO:** Independence Police Foundation, Gary George  
**FROM:** Major Ed Turner  
**SUBJECT:** ALPR – Noland Rd. CID, Cost Per Intersection

Here are the costs for installing Automated License Plate Readers (ALPR) at each intersection on Noland Rd. The project covers eight key intersections and extends from Truman Rd. to 40 Hwy.

### Noland Rd. CID – Intersection Cost from North to South

1. Truman R.	\$ 30,980*
2. Walnut St.	\$ 19,550
3. 23rd St.	\$ 34,500
4. 35 <sup>th</sup> St.	\$ 18,500
5. 39 <sup>th</sup> St.	\$ 26,500
6. Lynn Ct.	\$ 18,500
7. 42 <sup>nd</sup> St.	\$ 26,500
8. 40 Hwy	\$ 34,500
<b>Total Cost</b>	<b>\$209,530</b>

\*Please note a PTZ camera costing \$2,210.00 was added at Truman Rd. Historic Uptown Square improvements are adding ALPRs and cameras around the square area. The Noland Rd. CID covering the east side of the Square is a vital part of the planning. Also, PTZ cameras greatly improve evidence gathering and overall protection to include situational awareness around the Police Department. If Noland Rd. CID needs to remove the PTZ camera please let me know so I can find funding to keep it in the project.

Please let me know if there are any questions.

Respectfully,

Major Ed Turner

NOLAND ROAD COMMUNITY IMPROVEMENT DISTRICT ("DISTRICT")

*Authorizing Funds for Public Infrastructure and Matters Related Thereto*

Adopted by the Board of Directors October 21, 2021

WHEREAS, in connection with redevelopment of the Cargo Largo retail and warehouse facility, additional public infrastructure is required to facilitate said development, including but not limited to construction regarding public streets and other infrastructure; and

WHEREAS, the District will contribute approximately \$1,750,000 towards the cost of construction of said road improvements; and

WHEREAS, the District will enter into a Development Agreement with D&J Realty Holdings, LLC, a Missouri limited liability company ("Developer");

THEREFORE, BE IT RESOLVED, the Board of Directors hereby authorizes and approves the contribution of \$1,750,000 towards the costs of said improvements; and

FURTHER RESOLVED, the District is authorized and directed to enter into and execute a Development Agreement with Developer in substantially the form attached hereto; and

FURTHER RESOLVED, the Board of Directors authorizes and directs the appropriate officers of the District to enter into and execute, for and on behalf of the District, the Development Agreement and such other documents and agreements relating to District's contribution of \$1,750,000 relating to public road improvements, and to perform all other acts as such officer may deem necessary or appropriate in order to carry out the matters authorized by this Resolution, with such execution being conclusive evidence of approval of the terms and conditions thereof.

APPROVED:

  
Karen Downey, Chairman

ATTEST:



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**DEVELOPMENT AGREEMENT**  
**between the**  
**NOLAND ROAD COMMUNITY IMPROVEMENT DISTRICT,**  
**and**  
**D & J REALTY HOLDINGS, LLC**

**dated as of**  
**November \_\_\_\_, 2021**

---

## **DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT (“Agreement”), entered into as of November \_\_\_\_, 2021, by and between the NOLAND ROAD COMMUNITY IMPROVEMENT DISTRICT, a community improvement district and political subdivision of the State of Missouri (“District” or “CID”), and D & J REALTY HOLDINGS, LLC (the “Developer”), a Missouri limited liability company (the District and the Developer being sometimes collectively referred to herein as the “Parties”, and individually as a “Party”, as the context so requires).**

### **WITNESSETH:**

**WHEREAS, the District was formed to enhance the Noland Road business corridor by improving the public rights of way, eliminating blight and providing incentives for businesses within the District to remain and expand business activity; and**

**WHEREAS, the Developer intends to construct an approximately 524,672 square foot mixed use facility to be used for receiving, processing, warehousing, distribution, merchandise sales, and offices, including the corporate headquarters for Recovery Management Corporation, which operates Cargo Largo, currently located at 35th and Noland Road; and**

**WHEREAS, the Developer projects that approximately 398 new jobs will be created upon completion of the new facility; and**

**WHEREAS, the Developer projects that the new facility will generate approximately \$22,500,000 in net new taxable sales on an annual basis in the first year after the new facility is constructed and fully operational; and**

**WHEREAS, the Developer will be required to construct substantial public infrastructure improvements, including, but not limited to, turn lanes in 35th Street turn lanes in Noland Road, a new 33rd Street between Noland Road and Lynn Street/Weatherford Road, an extension of Lynn Street/Weatherford Road, traffic signalization improvements and sewer and related public utility improvements, all as more particularly described in the Development Agreement (the “Public Improvements Development Agreement”) for construction of public improvements between the Developer and City dated November \_\_\_\_, 2021 (“Required Improvements”); and**

**WHEREAS, the District has determined that it is in the best interests of the businesses within the District to provide assistance to the Developer for the construction of the Required Improvements located within the CID.**

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

### **ARTICLE 1: DEFINITIONS, RECITALS AND EXHIBITS**

**Section 1.1. Recitals and Exhibits.** The representations, covenants and recitations set forth in the foregoing recitals and the exhibits attached to this Agreement are material to this

Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section, and the appropriate exhibits are incorporated into each Section of this Agreement that makes reference to an exhibit.

**Section 1.2. Definitions.** Words and terms defined elsewhere in this Agreement shall have the meanings assigned therein. Whenever used in this Agreement, the following words and phrases, unless the context otherwise requires, shall have the following meanings:

**"Applicable Laws and Requirements"** means any applicable constitution, statute, rule, regulation, ordinance, order, code, judgment, decree, injunction, writ, permit, license, authorization, directive, requirement of or agreement with or by any unit of government.

**"Board" or "Board of Directors"** means the governing body of the District.

**"CID Act"** means the Missouri Community Improvement District Act, Sections 67.1401, et seq., RSMo, as amended.

**"CID Public Improvements"** means those portions of the Developer Public Improvements located within the boundaries of the CID.

**"City"** means the City of Independence, Missouri, a constitutional charter city and political subdivision under applicable Missouri laws.

**"Developer Public Improvements"** means those improvements described in Exhibit A.

**"Director"** means a director of the District.

**"Event of Default"** means any event specified in Section 4.1 of this Agreement.

**"Excusable Delays"** means delays due to acts of terrorism, acts of war or civil insurrection, strikes, riots, floods, earthquakes, fires, tornadoes, casualties, pandemic, epidemic, public health emergencies, quarantines, acts of God, unusually adverse weather conditions, labor disputes, governmental restrictions or priorities, embargoes, national or regional material shortages, failure to obtain regulatory approval from any Federal or State regulatory body, unforeseen site conditions, litigation by parties other than the Parties not caused by the Parties' failure to perform, or any other condition or circumstances beyond the reasonable or foreseeable control of the applicable party using reasonable diligence to overcome which prevents such party from performing its specific duties or obligation hereunder in a timely manner.

**"Parties" or "Party"** means the District and the Developer, as the context requires.

## **ARTICLE 2: REPRESENTATIONS**

**Section 2.1. Representations by the District.** The District represents that:



A. The District is a community improvement district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the CID Act.

B. The District has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Directors, the District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

C. The CID Public Improvements are authorized in the CID Act.

D. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the District will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any restriction or any agreement or instrument to which the District is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the District or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the District under the terms of any instrument or agreements to which the District is a party.

E. The District acknowledges that construction of the CID Public Improvements are of significant value to the District, the property within the District and the general public. The District finds and determines that the CID Public Improvements are reasonably anticipated to remediate blighting conditions within the District and will serve a public purpose by remediating the blighting conditions and will promote the economic welfare and the development of the City and the State of Missouri through: (i) the creation of temporary and permanent jobs; (ii) stimulating additional development within the District; (iii) increasing local and state tax revenues; and (iv) the remediation of blight within the District. Further, the District finds that the CID Public Improvements conform to the purposes of the CID Act.

F. There is no litigation or proceeding pending or threatened against the District affecting the right of the District to execute or deliver this Agreement or the ability of the District to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

G. The District acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri. District therefore covenants that it will not knowingly violate subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work related to this Agreement, and that its employees are lawfully eligible to work in the United States.

**Section 2.2. Representations by the Developer.** Developer represents that:

A. The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms.

B. The execution and delivery of this Agreement by Developer, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof by Developer do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

C. No litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer or any member of the Developer, which litigation, proceedings or investigations would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer of the terms and provisions of this Agreement, or that would materially adversely affect the financial condition of the Developer.

D. The Developer acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri. Developer therefore covenants that it will not knowingly violate subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work related to this Agreement, and that its employees are lawfully eligible to work in the United States.

E. The Developer acknowledges that the funding and construction of the Developer Public Improvements is essential to the successful redevelopment of the Cargo Largo Project and without the funding by the District of the CID Public Improvements, the Cargo Largo Project will not proceed. The Developer acknowledges that the CID Public Improvements are reasonably anticipated to assist in the remediation of blighting conditions within the District and will serve a public purpose by assisting in the remediation of blighting conditions and will promote the economic welfare and development of the City and the State of Missouri through: (i) the creation and retention of temporary and permanent jobs; (ii) stimulating additional development within the District; (iii) increasing local and state tax revenues; and (iv) the remediation of blight within the District. Further, the Developer acknowledges that the CID Public Improvements conforms to the purposes of the CID Act.

### **ARTICLE 3: FINANCING DEVELOPER PUBLIC IMPROVEMENTS**

**Section 3.1. Design and Construction of Developer Public Improvements.** The Developer Public Improvements shall be designed and constructed by or at the direction of the Developer. The Developer Public Improvements shall be designed and constructed in accordance with applicable City-approved zoning and subdivision ordinances and associated plans and

specifications. The Developer shall comply with all Applicable Laws and Requirements, provided that this Agreement shall not be deemed to impose such requirements if not otherwise required by Applicable Laws and Requirements. Developer shall indemnify and hold harmless the District for any damage resulting to it from failure of either Developer or its contractor or subcontractors to comply with any such requirements. Notwithstanding the foregoing, to the extent Developer fails to construct or complete construction of the CID Public Improvements, whether fully or partially, the sole remedy hereunder shall be that the Developer shall not be entitled to reimbursement from the District. In no event shall Developer be required to perform such obligations or expend money in furtherance thereof in excess of what may be reimbursed to Developer hereunder.

**Section 3.2. Ownership and Maintenance of Developer Public Improvements.** The District shall have no ownership of the CID Public Improvements or any of the other Developer Public Improvements, and the District shall have no obligations with respect to maintenance of the Developer Public Improvements. The District shall have no obligation to obtain and maintain insurance for the design, construction, operation and maintenance of the Developer Public Improvements.

**Section 3.3. Certification of Reimbursable Project Costs.** From time to time, the Developer may submit to the District a certification of reimbursable project costs incurred by the Developer in connection with the CID Public Improvements, which cost certification shall be in substantially the form attached to this Agreement as Exhibit B (a "Cost Certification"). Upon receipt by the District of an executed and completed Cost Certification (together with supporting invoices), the District shall have thirty calendar days to inform the Developer of any inadequacy of the Cost Certification, based on the determination that the Cost Certification requests payment for costs that either are not reimbursable under this Agreement or have already been the subject of a Cost Certification. If the District has no such reason to contest the Cost Certification, or if the thirty-day time period passes without such notification, the District shall approve the Cost Certification by signature or the Cost Certification shall be deemed approved by the District. The Developer estimates that the cost of the Developer Public Improvements will be approximately \$3,486,026. The maximum amount of costs to be reimbursed by the District is \$1,750,000. The District recognizes that the Developer will submit a portion of the costs of the Developer Public Improvements to the City for reimbursement pursuant to separate agreements between the Developer and the City and the District acknowledges and agrees that the City's certification procedures and reimbursement obligations with respect to the City's portion of the Developer Public Improvements costs, and Developer's rights and obligations with respect to the City's reimbursement of those costs, shall be governed by the terms and provisions of the agreements between the Developer and the City and not by this Agreement. In connection with each reimbursement submission as part of the Cost Certification process, the Developer shall certify to the District that no costs submitted for reimbursement by the District have been or will be submitted for reimbursement by the City.

**Section 3.4. Reimbursement Schedule.** The Parties agree and acknowledge that the District will reimburse Developer an amount not to exceed One Million Seven Hundred and Fifty Dollars (\$1,750,000) in three installments as set forth as follows:

1. The initial installment payment of \$500,000 shall be made within 30 days after the date the Developer delivers to the District the fully executed construction contract

entered into between the Developer and the contractor selected by the Developer to construct the Developer Public Improvements.

2. The second installment payment of \$500,000 shall be made one year after the date the initial installment payment was due, provided the Developer has submitted Cost Certifications equal to or greater than \$1,000,000 of completed work by the contractor for the CID Public Improvements.

3. The third and final payment of \$750,000 shall be made on the date the Developer has provided to the District Cost Certifications equal to or greater than \$1,750,000 of completed work by the contractor for the CID Public Improvements.

#### **ARTICLE 4: DEFAULTS AND REMEDIES**

**Section 4.1. Defaults and Remedies.** An Event of Default shall occur upon the failure by either Party in the performance of any covenant, agreement or obligation imposed or created by this Agreement and the continuance of such failure for thirty (30) days after the other Party has given written notice to such Party specifying such failure.

If any Event of Default has occurred and is continuing, then, subject to the provisions of Section 3.1 with respect to an Event of Default related to Developer's failure to construct or complete construction of the CID Public Improvements, any non-defaulting party may, upon its election or at any time after its election while such default continues, by mandamus or other suit, action or proceedings at law or in equity, enforce its rights against the defaulting party and its officers, agents and employees, and require and compel duties and obligations required by the provisions of this Agreement.

**Section 4.2. Rights and Remedies Cumulative.** The rights and remedies maintained by any Party under this Agreement and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. Any Party shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and any Party hereby waives the right to raise such defense in any proceeding in equity.

**Section 4.3. Waiver of Breach.** 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, and in case of an Event of Default, a non-defaulting Party may nevertheless accept from the defaulting party, any payment or payments without in any way waiving the non-defaulting party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting party.

**Section 4.4. Excusable Delays.** No Party shall be deemed to be in default of this Agreement because of Excusable Delays. Excusable Delays shall extend the time of performance for the period of such Excusable Delay.

## **ARTICLE 5: MISCELLANEOUS**

**Section 5.1. Effective Date and Term.** This Agreement shall become effective on the date this Agreement has been fully executed by the Parties.

**Section 5.2. Immunities.** No recourse shall be had for any claim based thereon or upon any representation, obligation, covenant or agreement in this Agreement contained against any past, present or future officer, member, employee, director or agent of the District, or of any successor thereto, as such, either directly or through the District, or any successor thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

The Developer shall indemnify, release, defend, be responsible for and forever hold harmless the District, their officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities of any character and from any cause whatsoever, brought because of loss or damage received or sustained, by any person, persons, property owners or property arising out of or resulting from any act, error, omission, or intentional act of the Developer or its agents, employees, or subcontractors, to the extent conducted pursuant to this Agreement and/or in connection with the ownership, design, development, redevelopment, use or occupancy of the property within the District or a portion thereof and the Developer Public Improvements.

**Section 5.3. Modification.** The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by the District and the Developer. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

**Section 5.4. Jointly Drafted.** The Parties agree that this Agreement has been jointly drafted and shall not be construed more strongly against another Party.

**Section 5.5. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

**Section 5.6. Validity and Severability.** It is the intention of the Parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of State of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or

modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

**Section 5.7. Execution of Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

**Section 5.8. District Approvals.** Unless specifically provided to the contrary herein, all approvals of the District hereunder may be given by the Chairman of the District or his or her designee without the necessity of any action by the Board of Directors.

**Section 5.9. Electronic Storage.** The parties agree that the transactions described herein may be conducted and related documents may be received, sent or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

**Section 5.10. Notices.** Any notice, demand, or other communication required by this Agreement to be given by either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States First Class Mail, postage prepaid, or delivered personally or by a reputable overnight delivery service to all parties listed below. All notices shall be effective when delivered.

To the District: Noland Road Community Improvement District  
Attention: Gerry Winship, Executive Director  
4315 Noland Road  
Independence, Missouri 64055

with a copy to: Rouse Frets White Goss Gentile Rhodes, PC  
Attention: William B. Moore  
4510 Belleview Avenue, Suite 300  
Kansas City, Missouri 64111

To the Developer: D & J Realty Holding, LLC  
Attention: Louis D. Pack  
5414 East Front Street  
Kansas City, Missouri 64120

with a copy to: Lewis Rice LLC  
Attention: Charles F. Miller  
1010 Walnut, Suite 500  
Kansas City, Missouri 64106

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this paragraph.

**Section 5.11. Anti-Discrimination.** The Developer hereby certifies and agrees that, to the extent that the "Anti-discrimination Against Israel Act", Section 34.600, Revised Statutes of Missouri (the "Israel Act"), is applicable to this Agreement, the Company is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel ("Israel"), companies doing business in or with Israel or authorized by, licensed by or organized under the laws of Israel or persons or entities doing business with Israel, in all respects within the meaning of the Israel Act. The foregoing certification shall not be deemed an admission or agreement that the Israel Act is applicable to this Agreement by the foregoing certification is enforceable if the Israel Act is applicable. If the Israel Act is determined not to apply to this Agreement for any reason including the repeal or amendment of the Israel Act or any ruling of a court of competent jurisdiction as to the unenforceability or invalidity of the Israel Act, then the certification shall be of not effect.

*[Remainder of this page intentionally left blank]*

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals the day and year first above written.

**NOLAND ROAD COMMUNITY  
IMPROVEMENT DISTRICT**

[SEAL]

By: \_\_\_\_\_  
Karen Downey, Chairman

**ATTEST:**

\_\_\_\_\_  
Secretary

**STATE OF MISSOURI    )**  
                                  **) SS.**  
**COUNTY OF JACKSON    )**

On this \_\_\_ day of \_\_\_\_\_, 2021, before me appeared Karen Downey, who being by me duly sworn, did say that she is the Chairman of the Board of Directors of the **NOLAND ROAD COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district organized and existing under the laws of the State of Missouri, and that said instrument was signed in behalf of said District by authority of its Board of Directors and said individual acknowledged said instrument to be the free act and deed of said District.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

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

[SEAL]

My commission expires: \_\_\_\_\_



**D & J REALTY HOLDINGS, LLC**

By: \_\_\_\_\_  
Louis D. Pack, Managing Member

STATE OF MISSOURI    )  
                                  ) SS.  
COUNTY OF JACKSON )

On this \_\_\_ day of \_\_\_\_\_, 2021, before me appeared Louis D. Pack, who being by me duly sworn, did say that he is the Managing Member of D & J REALTY HOLDINGS, LLC, a limited liability company organized under the laws of the State of Missouri, and that said instrument was signed in behalf of said limited liability company by authority of its governing body and said individual acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

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

[SEAL]

My commission expires: \_\_\_\_\_

## EXHIBIT A

### DEVELOPER PUBLIC IMPROVEMENTS

The Developer Public Improvements are described in the Public Improvements Development Agreement and include, among other things, (i) construction of Lynn Court improvements at the intersection of Lynn Court and 35<sup>th</sup> Street, including a westbound right turn lane from 35<sup>th</sup> Street to Lynn Court, (ii) construction of Weatherford Road connecting existing northbound Lynn Court to southbound Weatherford Road, (iii) construction of 33<sup>rd</sup> Street from Noland Road to the Lynn Court/Weatherford Road street connection, (iv) construction of a southbound right turn lane from Noland Road to 33<sup>rd</sup> Street, (v) traffic signalization improvements, and (vi) construction of a sanitary sewer main, water main, and related utilities.

**EXHIBIT E**

**FORM OF COST CERTIFICATION**

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

**CERTIFICATION OF PROJECT COSTS PURSUANT TO THE  
COOPERATIVE AGREEMENT RELATING TO THE  
NOLAND ROAD COMMUNITY IMPROVEMENT DISTRICT**

To: Noland Road Community Improvement District (the "District")

D & J Realty Holdings, LLC (the "Developer") hereby requests reimbursement from District Sales Tax Revenues in accordance with this request and the Cooperative Agreement (the "Cooperative Agreement") between the Developer and the District, and hereby states and certifies as follows:

1. Capitalized terms used but not defined in this Cost Certification have the meanings given in the Cooperative Agreement.
2. The following costs (the "Certified Costs") have been paid by the Developer and are hereby submitted for reimbursement from District Sales Tax Revenues:

<i>Cost Description</i>	<i>Contractor or Service Provider</i>	<i>Amount</i>

3. Each item included as a Certified Cost in this Cost Certification is a valid cost of implementing the CID Public Improvements authorized under CID Act and the Cooperative Agreement.
4. The Certified Costs included in this Cost Certification are reasonable costs that are payable under the Petition and reimbursable to the Developer under the Cooperative Agreement.
5. No item included in the above request has previously been paid or reimbursed from District Sales Tax Revenues and no part thereof has been included in any other Cost Certification previously filed by the Developer with the District or the City.
6. The Developer is not in material default of any provision of the Cooperative Agreement.

**SIGNATURE PAGE TO COST CERTIFICATION**

**Certified by:**

**D & J REALTY HOLDINGS, LLC**

**By:** \_\_\_\_\_  
Louis D. Pack, Managing Member

**Approved and Accepted:**

**NOLAND ROAD  
COMMUNITY IMPROVEMENT DISTRICT**

**By:** \_\_\_\_\_  
Karen Downey, Chairman

**NOLAND ROAD COMMUNITY IMPROVEMENT DISTRICT (the "DISTRICT")**

***Authorizing the Executive Director to Establish a Shopping Cart Retrieval Program for Businesses Located Within the Noland Road Community Improvement District***

**Adopted by the Board of Directors January 20, 2022**

WHEREAS, the City Council of the City of Independence adopted Ordinance No. 19288 creating rules and regulations regarding abandonment of shopping carts, declaring the abandonment of shopping carts to be a blight and nuisance, and requiring retail establishments with 10 or more shopping carts to implement a plan to retrieve its abandoned shopping carts; and

WHEREAS, the District was established for the purpose of eliminating blight within the District; and

WHEREAS, the Executive Director has presented a proposal for the District to work with the affected retail establishments to retrieve abandoned shopping carts and deliver them to the owners pursuant to a Shopping Cart Retrieval Program developed by the District;

THEREFORE, BE IT RESOLVED THAT:

1. The Executive Director is authorized to work with retail establishments within the District to locate, pick-up, and return the abandoned shopping carts to the owner.
2. The Executive Director is authorized to purchase or lease an appropriate vehicle to implement the Shopping Cart Retrieval Program. The purchase or lease shall either be competitively bid from dealerships located within the District or purchased or leased through the City of Independence vehicle purchase program.
3. Staffing for the Shopping Cart Retrieval Program shall be the Assistant to the Executive Director.

FURTHER RESOLVED, that any and all actions heretofore or hereafter taken by the officers of the District, or any of them, within the terms of the foregoing resolutions, be and hereby are, authorized, confirmed, ratified, and approved.

APPROVED:

  
\_\_\_\_\_  
Karen Downey, Chairman

ATTEST:

  
\_\_\_\_\_