

FURTHER RESTATED AND AMENDED COOPERATIVE AGREEMENT BY AND BETWEEN

THE CITY OF KANSAS CITY, MISSOURI

AND

KANSAS CITY MISSOURI HOMESTEADING AUTHORITY

THIS FURTHER RESTATED AND AMENDED COOPERATIVE AGREEMENT (“ Agreement”) effective this ___ day of _____, 2021 (being the date upon which Ordinance No. 211015 became effective after the passage by the City Council on _____, 2021) (“**Effective Date**”) by and between the **CITY OF KANSAS CITY, MISSOURI**, a constitutionally chartered municipal corporation of the State of Missouri, by and through its Department of General Services (“**City**”), and **KANSAS CITY MISSOURI HOMESTEADING AUTHORITY**, a Missouri Not-for-Profit Corporation (“**KCMHA**”). Both entities, when considered together, may be referred to as (the “**PARTIES**”).

WHEREAS, the KCMHA is an affiliate of the City, and is to be governed by a Board composed of seven members, with five City employees appointed by the City Manager, and two are to be City Councilmembers appointed by the Mayor;

WHEREAS, on August 20, 2020 the City Council passed Committee Substitute for Resolution No. 200679 which directed the City Auditor to evaluate whether City owned property could be leased or sold, resulting in the Performance Audit dated December 2020, which included Recommendation No. 6 that the Director of the General Services Department should confirm and track why the City owns each parcel of property and the department that is responsible for that parcel;

WHEREAS, through that effort, the staff of the General Services Department has collaboratively worked with other departments including the Housing and Community Development Department created pursuant to the Second Committee Substitute for Ordinance No, 210235, as Amended, passed May 6, 2021 (“**Housing Department**”) to determine if any of the City owned property may be useful in serving the public purposes of the Housing Department;

WHEREAS, the Housing Department is authorized to develop and administer programs to increase new housing construction and opportunities and expanding and improving the rehabilitation of existing housing, and to plan and prepare grants in support of housing opportunities, and identify and seek other sources of funding for those efforts, and to provide leadership and staffing of the KCMHA;

WHEREAS, the Parties both hold, maintain and aggregate real property for redevelopment or other public purposes, including, but not limited to affordable housing and conservation areas or open space, in the City of Kansas City, Missouri;

WHEREAS, conservation and open space areas may increase the quality of life for

surrounding residential neighborhoods, and serve a public purpose if under the stewardship of entities whose goal is to preserve such conservation and open areas and such stewardship entity has the resources for that ongoing effort;

WHEREAS, it is desirable that the Parties cooperate with each other in the assembling, bundling or offering real property to more productively use it for public purposes;

WHEREAS, the Parties previously entered into a Cooperative Agreement dated June 14, 2021, and a Restated and Amended Cooperative Agreement dated August 18, 2021 (collectively “Prior Agreements”) that listed and authorized the transfer of certain City owned properties to the KCMHA the aggregate market value as determined by the Assessment Department of Jackson County, Missouri, was \$316,500, less than \$400,000, which is the contractual monetary cap set forth in Section 3-41 of the Municipal Code, but other properties have since been identified that would serve the purposes of this Agreement; and

WHEREAS, the Parties would both benefit from cooperation with each other;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter expressed, the Parties mutually agree as follows:

A. TRANSFERS BETWEEN THE AGENCIES. The Parties may request one or more parcels of real property from the other. Any request from the KCMHA that is supportive of the housing needs of the City must be approved by the Housing Department to affirm that there is a plan for the funding of new housing construction or renovation of housing. Other KCMHA requests that serve other public purposes, such as conservation or open space needs, will be documented by a resolution adopted by the Board of Directors of the KCMHA. Any request shall contain a reasonably thorough statement of the project for which the property is needed and if known, the compensation expected for the parcel or parcels. The requestee may or may not grant the request, in its sole discretion. If the request is granted, it shall be granted reasonably quickly, on a special warranty deed and for no current consideration.

B. FUTURE CONSIDERATION. When the requestor agency receives title to the property, it will be responsible for the maintenance of same. If and when the property is transferred by the requestor agency, the net compensation, if any, taking into account (i) identifiable expenses of the subsequent sale as typically shown on a settlement statement, and (ii) specific maintenance/demolition expenses incurred for the received property during the requestor’s ownership, will be used by the Party receiving for public purposes, but upon request, will provide an accounting from time to time of the amounts received, and the expenses covered by such amounts, and the public purposes to which the net proceeds, if any, were applied. The requestor agency is not under an obligation, fiduciary or otherwise, to negotiate for any or even the highest compensation possible, but may factor in the benefit from the redevelopment or other public purpose use for the benefit the City. The requestor agency shall have the sole discretion to determine additional conditions or obligations upon the sale or transfer to a third party.

C. TERM OF AGREEMENT. The Prior Agreements the last of which was executed on August 18, 2021, was deemed to carryforward the effective date of June 11, 2021 (which was the date of the KCMHA’s approval of the acceptance of the transfer to the KCMHA of the City

owned properties listed on the former **Exhibit A** to the Cooperative Agreement) and the properties set forth on **Exhibit A-1** to this Agreement were those previously identified and approved for transfer to the KCMHA with an aggregate market value of \$316,500 which is below the contractual cap applied pursuant to Section 3-41 of the Municipal Code. The City may complete the transfer of all of the properties listed on such **Exhibit A-1** after the Effective Date without those market values being aggregated with the market values of other future transfers pursuant to this Agreement. On and after the Effective Date, beginning with, but not limited to the property(ies) listed on **Exhibit A-2**, the City may transfer City owned properties to the KCMHA provided the aggregate market value as determined by the Assessment Department of Jackson County, Missouri, as of the date of any such transfer does not exceed the combined value of One Million Dollars (\$1,000,000.00). The market value similarly determined of any properties conveyed from the KCMHA to the City will not be deemed to reduce this aggregate market value tabulation. This Agreement shall end, with or without cause, on the earlier of: (i) the aggregate market value as determined by the Assessment Department of Jackson County, Missouri, for the properties transferred from the City to the KCMHA on and after the Effective Date exceeds \$1,000,000.00 unless City Council approval is obtained to increase that aggregate market value, (ii) a period of six years commencing on the Effective Date, or (iii) the date either party notifies the other it is terminating this Agreement, but such termination shall not impact the obligations with respect to properties transferred between June 11, 2021 (the effective date of the Prior Agreements), and the date of such termination. There is no limit of the market values of properties that may be transferred from the KCMHA, with that Board's approval, to the City, at the City's request. It shall be the responsibility of the City staff to maintain a tally of the aggregate market value which the City transfers to the KCMHA.

D. NOTICES. Any notice or other communications required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepared, or upon receipt by personal or facsimile delivery, addressed as follows:

1. If to the KCMHA: Executive Director, 4400 Blue Parkway, 1st Floor, Kansas City, Missouri, 64130; and
2. If to City: Real Property Manager, 11th Floor, City Hall, 414 E. 12th Street, Kansas City, Missouri 64106;

or to such other place as the parties may designate in writing in accordance with this section.

E. REPRESENTATIONS AND WARRANTIES. The City and KCMHA represent and warrant that they have the power and authority to execute and deliver this Agreement, to use the funds as contemplated hereby and to perform this Agreement in accordance with its terms in pursuit of public purposes.

F. BINDING EFFECT. This Agreement shall be binding upon the Parties hereto and upon their successors in interest.

WITNESS WHEREOF, the Parties have caused this Further Restated and Amended Cooperative Agreement to be executed by their duly authorized representatives the day and year first above written.

CITY OF KANSAS CITY, MISSOURI

By and Through its Department of General Services

By: _____
Yolanda McKinzy, Director

**KANSAS CITY, MISSOURI HOMESTEADING
AUTHORITY**

By: _____
Diane Binckley, President

By: _____
Shawn Hughes, Secretary/Treasurer

Approved as to form and legality:

Amelia McIntyre, Associate City Attorney

DRAFT Pending Approval

Exhibit A-1

Initial and Previously Identified City Owned Properties to be Transferred to KCMHA

5015 Garfield Ave.-Former Willard School

Jackson County Tax Parcel No. 30-640-30-08-00-0-00-000

Market Value: \$135,000-Transferred by Deed Instrument #2021E0071304

Palestine Corridor

- 3300 Myrtle- Jackson County Tax Parcel No. 28-940-14-01-00-0-00-000

Market Value: \$49,000

- 3301 Myrtle-Jackson County Tax Parcel No. 28-940-13-02-00-0-00-000

Market Value: \$56,000

30th and Prospect

- 3031 Wabash Ave-Jackson County Tax Parcel No. 29-710-26-12-00-0-00-000

Market Value: \$12,000

- 3033 Wabash Ave-Jackson County Tax Parcel No. 29-710-26-13-00-0-00-000

Market Value: \$11,000-Transferred by Deed Instrument #2021E0071293

Added Properties with 2021 market valuations:

20 Walrond Project related to existing Option with Neighborhoods United

- 1844 Agnes-Jackson County Tax Parcel No. 29-420-18-67-00-0-00-000

Market Value: \$8,000-Transferred by Deed Instrument #2021E0089325

26th and Woodland

- 1709 E 26th St.-Jackson County Tax Parcel No. 29-630-28-04-00-0-00-000

Market Value: \$4,500

- 1711 E 26th St.-Jackson County Tax Parcel No. 29-630-28-03-00-0-00-000

Market Value: \$4,500

- 1715 E 26th St.-Jackson County Tax Parcel No. 29-630-28-02-00-0-00-000

Market Value: \$4,500

- 1717 E 26th St.-Jackson County Tax Parcel No. 29-630-28-01-00-0-00-000

Market Value: \$6,000

- 2604 Woodland-Jackson County Tax Parcel No. 29-630-28-45-00-0-00-000

Market Value: \$7,500

- 2614 Woodland-Jackson County Tax Parcel No. 29-630-28-43-00-0-00-000

Market Value: \$12,000

- 2618 Woodland-Jackson County Tax Parcel No. 29-630-28-41-01-0-00-000

Market Value: \$6,500

The aggregate market value as determined by the Assessment Department for the properties listed above is \$316,500, less than \$400,000, which under Section 3-41(a), is the threshold below which a Cooperative Agreement does not need City Council approval.

Exhibit A-2

Initially Identified City Owned Properties to be Transferred in the Future to KCMHA

- 4101 E. 53rd St. (Former Chick School Site)-Jackson County Tax Parcel No. 31-910-18-01-00-0-00-000 [may also be known as 5316 Jackson, as shown on City Parcel Viewer]
Market Value: \$171,000

The foregoing list may be revised and supplemented from time to time, in writing, signed by both Parties, without seeking further approval of the Council of the City, unless and until the aggregate market value of the properties transferred by the City to the KCMHA after the Effective Date of this Agreement exceeds \$1,000,000.00, at which time Council approval will be sought.

DRAFT Pending Approval