

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF MISSOURI  
WESTERN DIVISION**

**THE CITY OF KANSAS CITY, MISSOURI,** )

**Plaintiff,** )

**vs.** )

**Case No. 05-00368-CV-W-GAF**

**HOUSING & ECONOMIC DEVELOPMENT** )

**FINANCIAL CORPORATION, et al.,** )

**Defendants.** )

**ORDER**

Presently before the Court is Plaintiff City of Kansas City, Missouri’s (“Plaintiff”), Motion for an Order Authorizing Receiver to Provide Funding for Mothballing 1300 East 27<sup>th</sup> Street in Beacon Hill. (Doc. #1976). Plaintiff estimates the cost for the mothballing will be \$125,000.00. *Id.* The Receiver, David E. Bahner, on behalf of Defendant Housing and Economic Development Financial Corporation (“HEDFC”), has no objection to providing Plaintiff with said funding, but would like certain conditions placed on the receipt of the funds to ensure that work performed with funding from the Receivership is performed appropriately. (Doc. #1981). Upon consideration, it is

**ORDERED** that Plaintiff’s Motion is **GRANTED** subject to the conditions set forth below. Accordingly, the Receiver is authorized to provide Plaintiff reasonable and necessary expenses not to exceed \$125,000.00 for the mothballing of the apartment building located at 1300 East 27<sup>th</sup> Street, Kansas City, Missouri.

**IT IS FURTHER ORDERED** that:

- (1) Plaintiff shall, at the earliest possible opportunity, allow the Receiver to review the Request for Proposal that has been issued for the aforementioned mothballing project;
- (2) Plaintiff shall provide to the Receiver for his review all received bids and proposed contracts with respect to the project prior to acceptance or commencement;
- (3) within ten (10) days of receiving said bids or contracts, the Receiver may, by motion, request review by the Court; and
- (4) Plaintiff shall submit evidence and certification to United States Housing and Urban Development (“HUD”) and the Receiver of all expenditures of funds on the project and that the mothballing work performed was done in accordance with applicable historic preservation standards as previously agreed to by Plaintiff in the Memorandum of Agreement between the Missouri State Historic Preservation Officer, Plaintiff, HEDFC, and Beacon Hill Developers, LC, last executed on September 2, 2004.

**IT IS SO ORDERED.**

s/ Gary A. Fenner  
Gary A. Fenner, Judge  
United States District Court

**DATED: December 15, 2009**