

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

**January 19, 2021  
7:00 p.m.**

**As a precautionary measure during the Covid-19 Pandemic, 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. Pledge of Allegiance**
- 3. Approval of Agenda**
- 4. Comments from the Public**  
(Please limit comments to five minutes)

**Consent Agenda**

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

- 5. Approval of the minutes of the Council Work Session of January 5, 2020**
- 6. Approval of the minutes of the Regular Council Meeting of January 5, 2020**
- 7. Re-appointment of Michael Schumacher to Hospital Board of Trustees**

## Regular Items

### **8. North Kansas City Hospital Covid-19 Report**

The City Council has requested a monthly report from North Kansas City Hospital regarding Covid-19.

### **9. Presentation – Cathy Boyer-Shesol – Communities For All Ages Gold Level**

The City has achieved the Communities for All Ages Gold level. Cathy Boyer-Shesol of the Mid-America Regional Council (MARC) will be present at the meeting to present the Council the award.

### **10. Side Letter – Extension of Time – 18<sup>th</sup> & Swift, LLC (Resolution No. 21-004)**

On December 29, 2020, the City and 18<sup>th</sup> & Swift LLC approved a temporary license agreement which authorizes the City to continue to use the property upon which is currently located a parking lot at the southwest corner of 18<sup>th</sup> Avenue and Swift Street for public parking purposes until such time as the Developer is ready to commence construction of the infrastructure for its apartment and commercial project. The City and the Developer are continuing to diligently work together to resolve certain parking matters within the Project and in the general vicinity thereof. The parties need additional time to accomplish these objectives. Therefore, before the Council is an action to extend the deadline for commencement of construction of the infrastructure work and the Project improvements, pursuant to the terms of a Second Side Letter Agreement, as described in the staff memo. Staff recommends approval.

### **11. Award of Contract – Website Development and Maintenance (Resolution No. 21-005)**

In July, the City issued a Request for Qualifications (RFQ) for a Website Redesign and Web Hosting Services. In late August, the City received 16 responses from vendors across the nation. In its memo, staff reviews the key items on which the submittals were evaluated, and recommends Granicus as the company to develop and host a new website. A resolution has been prepared accordingly.

**12. Discussion of Re-instituting the Temporary Parklet License Program**

Last summer the City Council approved the creation of a temporary parklet license program to permit the conversion of on-street parking spaces to uses such as curbside patio seating. The program has expired. Councilmember Clevenger has requested a discussion of re-instituting the program in the spring.

**13. Approving Accounts Due and Payable by the City through January 15, 2021. {Bill No. 7572 (Ordinance No. 9368)}.**

**14. Staff Comments**

- Upcoming City Items of Note
- Streetcar Resolution Update
- Northland Assistance Center CARES Fund Update

**15. Councilmember Comments**

**16. Mayor's Comments**

**17. 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).**

**18. 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).**

**19. 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 January 5, 2021

The City Council met in work session on Tuesday, January 5, 2021, via an on-line platform at 6:00 p.m. As a precautionary measure during the Covid-19 Pandemic, 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  
Sara Copeland, Community Development Director  
Jay Aber, Senior Traffic Engineer, WSP Engineers

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

City Administrator Eric Berlin stated that at the conclusion of the September 22 special City Council meeting, the City Council directed staff to examine a list of possible adjustments to the Armour Road Complete Street project based on community feedback. A work session was held on this topic on December 15, 2020, and this work session is to continue the discussion and obtain Council guidance on unresolved items.

Alternatives for Armour  
Road Complete Street  
Improvements

Mr. Berlin asked Community Development Director Sara Copeland to present this item to Council. Ms. Copeland noted that at the previous work session Council had provided the following direction:

- **Turning radii at Post Office drop boxes:** Council directed staff to move forward with adjusting the markings to ease the

entry to the drop boxes for both eastbound and westbound traffic.

- **Turning radii at Iron Street intersection:** Council directed staff to paint the curb noses at Iron yellow to increase their visibility. There was discussion about replacing the curb noses on the two islands on the east side of the intersection instead of replacing all four curb noses, but a final decision on a partial replacement was postponed to the next work session.
- **Right turn at Fayette:** Council consensus was to move forward with re-introducing the right turn lane at Fayette.
- **Landscaping:** Council directed staff to replace the feather reed grasses with lower height plants.
- **Bike lane pavement markings:** Council directed staff to move forward with markings at conflict points along the corridor.
- **Replacing delineator guideposts:** There was consensus to replace the guideposts rather than removing them without replacements. There was general agreement that replacement materials should be highly visible and not too low to the ground. The Council asked for additional information about the BikeRail system, which is described below.
- **Signal operation improvements at Iron and Howell:** The Council requested additional information about adding a left turn signal from eastbound Armour onto northbound Iron Street, which is provided below.

Ms. Copeland stated that the remaining direction needed from Council involved the following items:

- Turning radii at Iron Street intersection
- Replacing delineator guideposts
- Signal operation improvements

- Phase 2 improvements at Armour and Howell

Council provided the following direction on these items after discussion:

- **Turning radii at Iron Street intersection:** Council directed staff to paint the curb noses at Iron yellow to increase their visibility.
- **Replacing delineator guideposts:** Council directed staff to replace the delineators with pre-cast curbs.
- **Signal operation improvements at Iron and Howell:** The Council directed that the traffic signal for eastbound Armour Road be replaced with a new traffic signal pole and mast arm to accommodate a new five section signal head centered between the eastbound lane and the left turn lane and a pole mounted three section signal head. This work will include new pedestrian/bicycle signals and push buttons, one new video detection camera, conduit and wiring.

Mr. Berlin said that staff would put together a memo summarizing the Council guidance that had occurred at the last two work sessions, along with the costs involved with that guidance, and seek final direction from Council on proceeding with those items and on whether to proceed to Phase 2 of the project this fiscal year.

Mayor Stielow declared the meeting adjourned at 6:50 PM.

Adjournment

Council Adjourned

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Mayor

Attest:

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City Clerk

Approved this 19<sup>th</sup> day of January 2021.

## **Minutes of the North Kansas City, Missouri City Regular Council Meeting of January 5, 2021**

The City Council met in regular session on Tuesday, January 5, 2021, via an on-line platform at 7:00 p.m. As a precautionary measure during the Covid-19 Pandemic, 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

Mayor Stielow called the meeting to order at 7:00 p.m.

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

Roll Call

The meeting opened with the Pledge of Allegiance.

Opening

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

Approval of the minutes of the Work Session of December 15, 2020

Approval of the minutes of the Regular Council Meeting of December 15, 2020

Approval of the minutes of the Special Council Meeting of December 29, 2020

Re-appointment of Byron Spencer to the Planning Commission

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

Consideration of a Resolution Approving a Funding Agreement Between the City of North Kansas City, Missouri and Revive Capital Development III (Resolution No. 21-003). City Administrator Eric Berlin stated that the City has received an application from Revive Capital Development III (“the applicant”) in relation to constructing a 212 unit apartment complex at 505 E. 18<sup>th</sup> Avenue, the property currently occupied by AMF Pro Bowl Lanes, for an economic development incentive authorized by Chapter 100 of Missouri Statutes (“Chapter 100”). There are costs to the City associated with executing a Chapter 100 redevelopment plan. It is appropriate that the applicant for Chapter 100 benefits reimburse the City for these costs. Therefore, presented for Council approval is a resolution authorizing the City to enter into a funding agreement with the applicant whereby they will deposit \$22,500 with the City, which the City will use to cover its costs. The approval of the Funding Agreement in no way obligates the City Council to approve the Chapter 100. This will simply allow City staff and the developer to finalize the Chapter 100 plan for further Council review and possible approval at a meeting on a later date. Staff recommends approval of the Funding Agreement. David Frantze, legal counsel for the developer, made a presentation to the Council. Discussion ensued. C. DeLong moved to approve Resolution No. 21-003, seconded by C. Farr. The roll was called, and the vote was as follows: C. Clarke, yes – C. Farr, yes – C.

Resolution No. 21-003  
– Funding Agreement –  
Burlington Station  
Chapter 100  
Application

DeLong, yes – C. Smith, yes, C. Tull, yes – C. Clevenger, yes – C. Stewart, yes. Motion carried, 7-0-1. C. Saper abstained.

Consideration of Extension of Emergency Health Order. City Administrator Berlin stated that on August 18, 2020, the City Council authorized the issuance of an Eighth Amended Order arising from the spread of Covid-19. The order is set to expire on January 16, 2021. Since that time, the Clay County Public Health Department has issued emergency order whose provisions are stricter than the City's except in one respect. The Clay County order does not have an expiration date. Staff seeks direction from Council as to whether to have the City issue a Ninth Amended Order prior to January 16, 2021. Discussion ensued. C. Clarke moved for the City to put in place its own emergency order in place with no expiration date that mirrors Clay County's current order, with the one addition that outdoor gatherings on City property except under certain conditions be limited to 50 people, as stated in the Eighth Amended Order, seconded by C. Smith. The roll was called, and the vote was as follows: C. Clarke, yes – C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes – C. Clevenger, yes – C. Stewart, yes. Motion carried, 8-0.

Consideration of  
Extension of  
Emergency Health  
Order

Consideration of a Resolution Supporting the Extension of the Kansas City Streetcar System Into North Kansas City (Resolution No. 21-002). City Administrator Berlin stated that Councilmembers DeLong and Tull have submitted for City Council consideration a resolution supporting the extension of the Kansas City streetcar system from Kansas City to North Kansas City and directing staff to engage with the Kansas City Streetcar Authority to determine feasibility and develop a proposal for implementation. Discussion ensued. C. Smith moved to approve Resolution No. 21-002, seconded by C. Clarke. The roll was called, and the vote was as follows: C. Clarke, yes – C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes – C. Clevenger, yes – C. Stewart, yes. Motion carried, 8-0.

Resolution No. 21-002  
– Resolution  
Supporting the  
Extension of the  
Kansas City Streetcar  
System Into North  
Kansas City

Consideration of a Resolution Amending the Gaming Fund for Fiscal Year 2020-2021 by Appropriating \$14,700 to the Gaming Fund for an Amended Parking Lease Agreement (Resolution No. 21-001). City Administrator Berlin stated that at its meeting of December 15, 2020, the City Council approved a revised temporary license agreement with Northtown Devco for the parking lot north of 18<sup>th</sup> Avenue, east of Clay and west of Swift. This increased the monthly payment, necessitating a budget amendment, as explained in the staff memo. A resolution has been prepared accordingly. Discussion ensued. C. Smith moved to

Resolution No. 21-001  
– Budget Amendment  
– Revised Temporary  
License Agreement  
with Northtown Devco

approve Resolution No. 21-001, seconded by C. Farr. The roll was called, and the vote was as follows: C. Clarke, yes – C. Farr, yes – C. DeLong, no – C. Saper, yes – C. Smith, yes, C. Tull, yes – C. Clevenger, yes – C. Stewart, yes. Motion carried, 7-1.

Authorizing Payment for Certain Accounts Due and Payable by the City Through January 1, 2021 {Bill No. 7571 (Ordinance No. 9368)}. C. Farr moved that Bill No. 7571 be placed on first reading, seconded by C. Smith. The roll was called, and the vote was as follows: C. Clarke, yes – C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes – C. Clevenger, yes – C. Stewart, yes. Motion carried, 8-0. Bill No. 7571 was read. C. Farr moved that Bill No. 7571 be placed on second and final reading and passed as Ordinance No. 9368, seconded by C. Smith. The roll was called, and the vote was as follows: C. Clarke, yes – C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes – C. Clevenger, yes – C. Stewart, yes. Motion carried, 8-0. Bill No. 7571 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9368, was signed and approved by the Mayor and attested by the City Clerk.

Assistant City Administrator Kim Nakahodo stated that the First Suburbs Coalition will meet via Zoom on Friday, January 15, 2021, starting at 8:30 AM. At this meeting, the City of North Kansas City will be recognized for achieving the Community for All Ages Gold Level. If anyone wants to attend, they should let Ms. Nakahodo know so she can register them. City Administrator Berlin stated the Upcoming City Items of Note, the YMCA Monthly Financial Report for November 2020, and the Status of City Projects and Purchases – Quarterly Report were included in the Council packets for review.

C. Clarke thanked resident Simon Sheckells and those who helped him clean up under I-35 on Armour Road.

C. Farr commended the Public Works' crews for their work at removing the snow this past weekend.

C. DeLong stated the Equity and Inclusion Committee will have their first meeting on Thursday, January 7, 2021, at 7:00 PM virtually. This will be aired live for the public to view.

C. Saper stated he would like to piggyback on C. DeLong's comments regarding the Equity and Inclusion Committee. He stated he looks

Ordinance No. 9368 –  
Approving Accounts  
Due and Payable by  
the City Through  
January 1, 2021

Staff Comments

Councilmembers'  
Comments

forward to hearing the ideas and thoughts from this Committee in the future.

C. Smith wished everyone a Happy New Year and to stay safe.

C. Tull thanked staff for having everything ready for tonight's Work Session. It made the meeting go very smoothly. She stated she was also excited for the first Equity and Inclusion meeting coming up this Thursday. She stated that a regular meeting time will be established at this first meeting and will be posted for those interested.

C. Clevenger stated he was looking forward to watching the first Equity and Inclusion meeting. He wished everyone a Happy New Year. C. Clevenger also requested that staff make arrangements for the Council to be able to have a tour of the new hotel and apartments in the One North area.

C. Stewart also gave kudos to the Public Works' crews for treating the streets and for the snow removal. C. Stewart inquired if the North Kansas City Pro Bowl was still open. Mr. Berlin stated staff's understanding that it was still operating at some level. C. Stewart also stated he had been at Sav-A-Lot and a cashier stated they would be having a name change. Mr. Berlin stated that staff was unaware of this but would look into it.

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 §610.0212). C. Farr moved to go into Executive Session at 7:56 PM, seconded by C. Clevenger. The roll was called, and the vote was as follows: C. Clarke, yes – C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes – C. Clevenger, yes – C. Stewart, yes. Motion carried, 8-0.

Executive Session

C. Smith moved to go back into Regular Session and adjourn at 9:17 PM, seconded by C. Tull. The roll was called, and the vote was as follows: C. Clarke, yes – C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes – C. Clevenger, yes – C. Stewart, yes. Motion carried, 8-0.

Adjournment

Council Adjourned

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Mayor

Attest:

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City Clerk

Approved this 19<sup>th</sup> Day of January 2021

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## MEMORANDUM



**TO:** Honorable City Council

**FROM:** Mayor Don Stielow

**DATE:** January 19, 2021

**RE:** Board Reappointments

The following board reappointment will be on the January 19, 2021, agenda for your consideration and approval:

Hospital Board of Trustees

Reappointment of Mike Schumacher, term to expire February 5, 2025.

Please contact me with any questions.



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

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

Name: Mike Schumacher Date: 11/3/17

Address: 2423 Fayette

City: North Kansas City State: MO Zip: 64116

Phone Number: 853-6539 E-Mail: \_\_\_\_\_

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

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

## MEMORANDUM

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**TO:** Mayor; City Councilmembers

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

**RE:** *Second Side Letter Agreement with 18<sup>th</sup> & Swift, LLC, Extending the Time to Commence Construction of Infrastructure and Project Improvements for 18<sup>th</sup> and Swift Project and Waiving Any Liquidated Damages*

**DATE:** January 19, 2021

**CC:** Eric Berlin, *City Administrator*

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### I. PURPOSE

The purpose of the matter pending before the City Council is to consider and, if deemed appropriate, approve a second side letter agreement between the City of North Kansas City, Missouri (the “**City**”) and 18<sup>th</sup> & Swift, LLC (the “**Developer**”) which, if approved by City Council action, would (1) extend the time for the Developer to commence construction of the infrastructure on the mixed-use project from January 31, 2021 to and including March 1, 2021; (2) extend the time within which to commence construction of the Project improvements to and including March 31, 2021; and (3) waive certain defined liquidated damages.

As you will recall, on December 29, 2020, the City and the Developer approved a temporary license agreement which authorizes the City to continue to use the property upon which is currently located a parking lot at the southwest corner of 18<sup>th</sup> Avenue and Swift Street (the “**Parking Lot**”) for public parking purposes until such time as the Developer is ready to commence construction of the infrastructure for its apartment and commercial project (the “**Project**”).<sup>1</sup>

Based upon (i) the Developer’s desire to deliver a high-quality project within the City’s downtown business district and (ii) the City and the Developer continuing to diligently work together to resolve certain parking matters within the Project and in the general vicinity thereof, and (iii) the parties needing additional time to accomplish these objectives, the Developer has

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<sup>1</sup> The First Amended and Restated Development Agreement, as amended, (collectively, the “**Restated Agreement**”) between the City and 18<sup>th</sup> & Swift, LLC requires the Developer to commence construction of the Infrastructure on or before January 31, 2021. The term of the existing license agreement terminates two days after either party gives written notice to the other party of its intent to terminate license agreement.



MEMO TO MAYOR AND CITY COUNCIL

RE: Second Side Letter Agreement Extending Time Requirement

Between the City and 18<sup>th</sup> & Swift, LLC

January 19, 2021

requested that the City extend the deadline for commencement of construction of (a) the infrastructure work from January 31, 2021 (the “**Infrastructure Commencement Date**”), to and including March 1, 2021, and (b) the Project improvements from March 1, 2021 (the “**Project Improvements Commencement Date**”) to March 31, 2021, pursuant to the terms of the attached Second Side Letter Agreement (the “**Second Side Letter Agreement**”). By the City granting the extension of the deadline to commence infrastructure construction work on the Project to March 1, 2021, the Developer will not need possession of the Parking Lot on the Project site and, therefore, the Developer is willing to continue to allow the City, its citizens and businesses to temporarily use the Parking Lot pursuant to the terms of the Temporary License Agreement dated December 29, 2020 (the “**License Agreement**”).

Inasmuch as the City, its residents, businesses, guests, customers, invitees, servants and patrons will be benefitted by having the right to continue to use the Parking Lot under the terms of the License Agreement, the liquidated damages provided for in the Restated Agreement relative to delays in commencement of the construction of the infrastructure, would be waived by the City as set forth in the attached Second Side Letter Agreement.

If the Second Side Letter Agreement is approved by the City Council, the deadline to commence the infrastructure construction would be extended from January 31, 2021, to and including March 1, 2021, and the deadline to commence construction of the Project improvements would be extended to and including March 31, 2021.

In order to finalize an overall resolution of the parking situation, the parties have been diligently working to draft all necessary documents necessary to bring to the Mayor and City Council for consideration. Due to the numerous items to be addressed, however, the parties have not yet finalized the paperwork for City Council for consideration.

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

## RESOLUTION NO. 21-004

### RESOLUTION APPROVING SECOND SIDE LETTER AGREEMENT BETWEEN THE CITY AND 18<sup>TH</sup> & SWIFT, LLC EXTENDING THE TIME TO COMMENCE CONSTRUCTION OF INFRASTRUCTURE AND PROJECT IMPROVEMENTS

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**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 and 18<sup>th</sup> & Swift, LLC (the “**Developer**”) entered into a certain Development Agreement dated as of January 15, 2019 (the “**Original Agreement**”), as amended by a First Amendment to Development Agreement dated as of July 16, 2019 (and together with the Original Agreement, the “**Original Development Agreement**”), which memorialized certain rights and obligations of the City and the Developer in relation to the development of a mixed-use development in the City limits, more particularly described therein (the “**Project**”); and

**WHEREAS**, the City and the Developer subsequently amended and restated the Original Development Agreement, by entering into the First Amended and Restated Development Agreement dated as of February 19, 2020, as amended by the First Amendment to First Amended and Restated Development Agreement dated as of June 16, 2020; a Second Amendment to First Amended and Restated Development Agreement dated as of September 15, 2020; and a Side Letter Agreement dated December 29, 2020 (collectively, the “**Restated Agreement**”), regarding the Project; and

**WHEREAS**, the City and the Developer have agreed to a certain Second Side Letter Agreement extending the time within which the Developer has to commence construction of the infrastructure and the Project improvements.

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

**Section 1.** Authorization of Second Side Letter Agreement. The City Council hereby authorizes the City to execute the Second Side Letter Agreement with 18<sup>th</sup> & Swift, LLC regarding the Project as described more fully in the Second Side Letter Agreement, which Second Side Letter Agreement shall be in substantially the form of Exhibit 1, attached hereto and incorporated herein by reference. The provisions of the Second Side Letter Agreement are hereby approved and adopted by the City Council of the City of North Kansas City, Missouri. The Mayor is hereby authorized and directed to execute said Second Side Letter 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 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 19<sup>th</sup> day of January, 2021.

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Don Stielow, *Mayor*

ATTEST:

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Crystal Doss, *City Clerk*

# **EXHIBIT “1”**

January 19, 2021

**VIA EMAIL**

18<sup>th</sup> & Swift, LLC  
c/o Mr. Ian DeGalan  
*Director of Real Estate Projects*  
AMERICO LIFE, INC.  
300 W. 11<sup>th</sup> St.  
Kansas City, MO 64105  
Email: Ian.DeGalan@americo.com

RE: Second Side Letter Agreement Authorizing Extension of Time to Commence Construction of (a) Infrastructure to March 1, 2021, and (b) the Project improvements to March 31, 2021, as provided for in the First Amended and Restated Development Agreement, as Amended

Gentlemen:

Reference is made to that certain Development Agreement dated as of January 15, 2019 (the “**Original Agreement**”), as amended by a First Amendment to Development Agreement dated as of July 16, 2019 (and together with the Original Agreement, the “**Original Development Agreement**”), which memorialized certain rights and obligations of each party in relation to the development of a mixed-use development in the City limits, more particularly described therein and referenced herein as the “**Project**” by and between the City of North Kansas City, Missouri (the “**City**”) and 18<sup>th</sup> & Swift, LLC (the “**Company**”). The parties subsequently amended and restated the Original Development Agreement, by entering into that certain First Amended and Restated Development Agreement dated as of February 19, 2020, as amended by the First Amendment to First Amended and Restated Development Agreement dated as of June 16, 2020; the Second Amendment to First Amended and Restated Development Agreement dated as of September 15, 2020; and the Side Letter Agreement dated December 29, 2020 (collectively, the “**Restated Agreement**”), regarding the Project.

Reference is also made to that certain Temporary License Agreement dated as of December 29, 2020, wherein the Company, which is entitled to possession of the real property upon which the Project will be constructed, granted to the City the right to continue to temporarily use the existing parking lot on the site of the Project (“**Parking Lot**”).

Based upon (i) the Company’s desire to deliver a high-quality project within the City’s downtown business district and (ii) the City and the Company continuing to work together to resolve certain parking matters within the Project and in the general vicinity thereof, and the parties needing additional time to accomplish these objectives, the Company has requested that the City extend the deadline for commencement of construction of (a) the infrastructure work from January

18<sup>th</sup> & Swift, LLC

January 19, 2021

RE: Second Side Letter Agreement to First Amended and Restated  
Development Agreement, as Amended

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31, 2021 (the “**Infrastructure Commencement Date**”), to March 1, 2021, and (b) the Project improvements from March 1, 2021 (the “**Project Improvements Commencement Date**”) to March 31, 2021, as such terms may generally be referred to in the Restated Agreement, pursuant to the terms of this Second Side Letter Agreement (the “**Second Side Letter Agreement**”). By the City granting the extension of the deadline to commence infrastructure construction work on the Project to March 1, 2021, the Company will temporarily not need possession of the existing Parking Lot on the Project site and, therefore, is willing to continue to allow the City to temporarily use the Parking Lot pursuant to the terms of the Temporary License Agreement dated December 29, 2020 (the “**License Agreement**”). Pursuant to the License Agreement, the Company has granted a license to the City for the continued use of the Parking Lot for such period until two (2) days after written notice of termination of the License Agreement is given by either the City or the Company. Inasmuch as the City, its residents, businesses, guests, customers, invitees, servants and patrons will be benefitted by having the right to continue to use the Parking Lot under the terms of the License Agreement, the liquidated damages provided for in the Restated Agreement of One Thousand Dollars (\$1,000.00) per day from February 1, 2021 through and including March 1, 2021 relative to delays in commencement of the construction of the infrastructure, are hereby expressly waived by the City as set forth in this Second Side Letter Agreement.

For the reasons set forth herein, the Company has requested that (i) the Infrastructure Commencement Date be extended from January 31, 2021 to March 1, 2021, and (ii) the Project Improvements Commencement Date be extended to March 31, 2021. The City has considered the requested extension of (a) the Infrastructure Commencement Date until not later than March 1, 2021, and (b) the Project Improvements Commencement Date until not later than March 31, 2021, and finds the Company’s request to be fair and reasonable under the circumstances.

The City and the Company, therefore, agree that, notwithstanding anything to the contrary contained in the Restated Agreement, (1) the Infrastructure Commencement Date in the Restated Agreement is hereby modified to allow for the commencement of construction of the infrastructure for the Project to commence March 1, 2021; (2) the Project Improvements Commencement Date in the Restated Agreement is hereby modified to allow for the commencement of construction of the Project improvements to commence March 31, 2021, and (3) any liquidated damages, therefore, will be and hereby are found not to be necessary and are, therefore, waived through and including March 1, 2021. Further modifications to the Restated Agreement or this Second Side Letter Agreement may be made only with the written agreement of both the City and the Company.

I trust you will find all to be in order, but should you have any questions or comments, please do not hesitate to contact Thomas E. Barzee, Jr., the City Counselor at (816) 820-3233.

18<sup>th</sup> & Swift, LLC

January 19, 2021

RE: Second Side Letter Agreement to First Amended and Restated  
Development Agreement, as Amended

Page 3 of 3

Very truly yours,

**CITY OF NORTH KANSAS CITY, MISSOURI**

By: \_\_\_\_\_  
Don Stielow, *Mayor*

cc: Tom Sabin (*via* email to tom.sabin@americo.com)  
Steve Sparks (*via* email to ssparks@bclplaw.com)  
Mike Humphrey (*via* email to mrhumphrey@bclplaw.com)  
Thomas E. Barzee, Jr. (*via* email to tebarzee@nkc.org)  
Matthew Webster (*via* email to websterma@stifel.com)  
Eric Berlin (*via* email to eberlin@nkc.org)  
Mark Moberly (*via* email to mmoberly@sunflowerkc.com)

COMPANY ACKNOWLEDGEMENT

Please acknowledge your understanding and acceptance of the terms and agreements set forth in this Second Side Letter Agreement by executing below and returning an executed copy of this Second Side Letter Agreement to Mr. Barzee at City Hall.

**18<sup>th</sup> & SWIFT, LLC**

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



# MEMORANDUM

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**TO:** Mayor and City Council

**FROM:** Kim Nakahodo, Assistant City Administrator  
Stephen Roberts, IT Manager

**DATE:** January 5, 2021

**RE:** Website Redesign and Hosting agreement

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<u>Budget Authority:</u>	
Website Redesign (Capital and Gaming Fund)	\$50,000
Granicus Proposal (Development and Year One Fees)	(\$48,340)
Remaining Budget Authority:	\$ 1,660

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In July 2015, the City entered into an agreement with CivicLive to develop and host the current [www.nkc.org](http://www.nkc.org) website. At the time, the website employed the best practices of government websites. However, the site no longer meets the needs or expectations of users, staff, or the community. The current website does not feature a mobile-friendly design, meet current ADA standards, and features a clunky user experience.

Website design and hosting is a professional service, as the skills and services provided by companies can be dynamically different. Therefore, a Qualification-Based Selection process was used for this vendor recruitment. In July, the City issued a Request for Qualifications (RFQ) for a Website Redesign and Web Hosting Services. In late August, the City received 16 responses from vendors across the nation.



The Communications Team focused on the following key items during the evaluation process:

- Qualifications and experience of the respondent team.
- Specific experience with government websites.
- Unique strengths or capabilities of the respondent team.
- Specific ability to provide:
  - Mobile-friendly design.
  - ADA compliant website.
  - Accuracy and ease of search function for users.
  - Organization and ease of user experience concerning public documents including Agendas, Minutes, RFP/Q Manager, Community Calendar, News, and Events Features.
  - Ease of page updates by staff.
  - Service Request feature for users to request City Services.
  - Government-level cybersecurity website hosting environment, and support staff.

The City's Communications Team, comprised of representatives from every department, reviewed all of the RFQ responses, and conducted six interviews with four teams as part of the evaluation process. At the conclusion of a three-month review process, the Communications Team determined that Granicus is the most qualified respondent team to redesign and host the City's next website.

The Scope of Services is as follow:

- Development of a new website and hosting services (referred to as govAccess in the proposal.) This new site shall provide all of the functionality listed as priorities above.
- Enhanced Agenda platform (referred to as Agenda Peak Management in the proposal).
- Enhanced Service Request function (referred to as govService in the proposal).
- Enhanced ability for users to sign up for specific notifications such as agendas, minutes, news updates, calendar updates, and RFQ/RFP/bid opportunities (referred to as govDelivery in the proposal.)

Pricing:

- 1<sup>st</sup> Year: \$48,340.00. This includes the setup fees and first year of maintenance.
- 2<sup>nd</sup> Year: \$16,261.75
- 3<sup>rd</sup> Year: \$17,074.84
- 4<sup>th</sup> Year: \$17,928.58
- 5<sup>th</sup> Year: \$18,825.01

Contract Length:

This contract will last for 60 months (five years). After four years, the city is eligible for a basic redesign credit. The City can apply this credit toward a template from the then-current Granicus best practices library, or apply its value (up to \$8,000) to a custom redesign of the website.

Development Timeline:

Approximately 8-10 months.

Will Trost from Granicus will provide a brief presentation of the capabilities of the new Granicus website and will be available for any questions.

## RESOLUTION NO. 21-005

### A RESOLUTION APPROVING GRANICUS PROPOSAL FOR NORTH KANSAS CITY AND MASTER SUBSCRIPTION AGREEMENT BETWEEN THE CITY AND GRANICUS SAAS, LLC

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

**WHEREAS**, the City desires to obtain certain professional services for website design and implementation (the “**Services**”) and the City has determined that it would be in the best interests of the City that Granicus SaaS, LLC (the “**Company**”); and

**WHEREAS**, after thorough review and careful consideration, the City has determined that the Company has the qualifications, experience, expertise and skill to provide the Services for the City; and

**WHEREAS**, the City and the Company now desire to approve and enter into (a) the Granicus Proposal for North Kansas City and (b) the Master Subscription Agreement (collectively, the “**Agreement**”) for the Services, as more fully set forth in the Agreement.

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

**Section 1.** **Authorization of Agreement.** The City Council hereby authorizes the City to enter into (a) the Granicus Proposal for North Kansas City and (b) the Master Subscription Agreement (collectively, the “**Agreement**”) with Granicus Saas, LLC, which agreement shall be in substantially the form of “**Exhibit 1**”, attached hereto and incorporated herein by reference. The City is hereby authorized to pay the costs associated with the Agreement, provided that such costs do not exceed the amount set forth in the Agreement.

**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 19<sup>th</sup> day of January, 2021.

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Don Stielow, *Mayor*

ATTEST:

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Crystal Doss, *City Clerk*

# **EXHIBIT “1”**

# Granicus Proposal for North Kansas City, MO

## Granicus Contact

**Name:** Will Trost

**Phone:** 7207705582

**Email:** will.trost@granicus.com

## Proposal Details

**Quote Number:** Q-124126

**Prepared On:** 1/8/2021

**Valid Through:** 1/31/2021

## Pricing

**Payment Terms:** Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

**Currency:** USD

**Period of Performance:** The term of the Agreement will commence on the date this document is signed and will continue for 60 months.

## One-Time Fees

Solution	Billing Frequency	Quantity/Unit	One-Time Fee
govService Essentials Online Training	Up Front	1 Each	\$2,910.00
govService Essentials Set-up & Config	Up Front	1 Each	\$3,395.00
Advanced Design Package	Milestones - 40/ 20/20/20	1 Each	\$3,500.00
govAccess - Website Design and Implementation - Trailblazer	Milestones - 40/ 20/20/20	1 Each	\$29,000.00
govDelivery for Integrations Set Up and Config	Up Front	1 Each	\$0.00
Send Agenda (Peak) Set up and Config	Up Front	1 Each	\$0.00
Open Platform - Setup and Configuration	Up Front	1 Hours	\$0.00
Peak - Online Training	Upon Delivery	8 Hours	\$0.00
Peak - Setup & Configuration	Up Front	1 Each	\$0.00
<b>SUBTOTAL:</b>			<b>\$38,805.00</b>

<b>Annual Fees for New Subscriptions</b>			
<b>Solution</b>	<b>Billing Frequency</b>	<b>Quantity/Unit</b>	<b>Annual Fee</b>
Payment Connector (Stripe - Standard)	Annual	1 Each	\$0.00
govAccess - Maintenance, Hosting, & Licensing Fee - Core	Annual	1 Each	\$0.00 <i>Subject to Discount</i>
govService Essentials Digital Services (up to): 3 Annual Cases (up to): 5000	Annual	1 Each	\$6,235.00
govDelivery for Integrations	Annual	1 Each	\$0.00
Send Agenda (Peak)	Annual	1 Each	\$0.00
Open Platform Suite	Annual	1 Each	\$0.00
Peak Agenda Management	Annual	1 Each	\$3,300.00
<b>SUBTOTAL:</b>			<b>\$9,535.00</b>

<b>Remaining Period(s)</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Payment Connector (Stripe - Standard)	\$0.00	\$0.00	\$0.00	\$0.00
govAccess - Maintenance, Hosting, & Licensing Fee - Core	\$6,250.00	\$6,562.50	\$6,890.63	\$7,235.16
govService Essentials Digital Services (up to): 3 Annual Cases (up to): 5000	\$6,546.75	\$6,874.09	\$7,217.79	\$7,578.68
govDelivery for Integrations	\$0.00	\$0.00	\$0.00	\$0.00
Send Agenda (Peak)	\$0.00	\$0.00	\$0.00	\$0.00
Open Platform Suite	\$0.00	\$0.00	\$0.00	\$0.00
Peak Agenda Management	\$3,465.00	\$3,638.25	\$3,820.16	\$4,011.17
<b>SUBTOTAL:</b>	<b>\$16,261.75</b>	<b>\$17,074.84</b>	<b>\$17,928.58</b>	<b>\$18,825.01</b>

Product Descriptions	
Name	Description
<b>govService Essentials Online Training</b>	<p>govService Essentials Training includes:</p> <ul style="list-style-type: none"> <li>• Basic Online Training: up to eight (8) hours of remote training to introduce all core aspects of the solution such as customer portal, case management and system settings.</li> <li>• Form Designer &amp; Workflow Online Training: up to eight (8) hours of remote training to co-build the first digital service.</li> <li>• Integrations Online Training: up to eight (8) hours of remote training with technical users to cover how to use the Integrations Manager and review logging capabilities.</li> <li>• Customer Service Hub Training: up to eight (8) hours of remote training to cover each major digital workspace and configure default system settings.</li> </ul>
<b>govService Essentials Set-up &amp; Config</b>	<p>govService Essentials Set-Up &amp; Config includes:</p> <ul style="list-style-type: none"> <li>• Test and Live Sites: deployment of both a test and live site hosted in a production environment.</li> <li>• Portals: deployment of both Customer and Staff Portals hosted in a live production environment.</li> <li>• Customer Service Hub Configuration: set-up each major digital workspace (Phone Team, Face-to-Face, Reception, Inbox, and Search) and configure default system settings.</li> </ul>
<b>Payment Connector (Stripe - Standard)</b>	<p>A payment integration with Stripe provides an easy method to collect online payments.</p> <p>(Note: Third-party fees may apply, but remain independent of Granicus fees.)</p>
<b>Advanced Design Package</b>	<p>Includes Advanced UX and one (1) of the following options:</p> <ul style="list-style-type: none"> <li>• Parallax scrolling</li> <li>• Anchor Scrolling</li> <li>• Staggard Tile</li> </ul>
<b>govAccess - Maintenance, Hosting, &amp; Licensing Fee - Core</b>	<p>The govAccess Maintenance, Hosting, and Licensing plan is designed to equip the client with the technology, expertise and training to keep the client's website relevant and effective over time.</p> <p>Services include the following:</p> <ul style="list-style-type: none"> <li>• Ongoing software updates</li> <li>• Unlimited technical support (6:00 AM - 6:00 PM PT, Monday - Friday)</li> <li>• Access to training webinars and on-demand video library</li> <li>• Access to best practice webinars and resources</li> <li>• Annual health check with research-based recommendations for website optimization</li> <li>• DDoS mitigation</li> <li>• Disaster recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)</li> </ul>



Product Descriptions	
Name	Description
<b>govService Essentials Digital Services (up to): 3</b> <b>Annual Cases (up to): 5000</b>	govService Essentials includes access to: <ul style="list-style-type: none"> <li>• Access to the selected number of digital services (ie., workflows/business processes) built, activated and live in govService using either Service Designer (includes any services built by Granicus) or prebuilt from the template library.</li> <li>• Annual Case Volume: Limited to the selected number of annual cases submitted for management and resolution in govService.</li> <li>• Template Library: Leverage any number of pre-built templates from an existing library. Agencies may configure settings, permissions, and workflow stages.</li> <li>• Customer Portal: An online self-service portal to provide a common interface where users can access services and personalized information including historical requests.</li> <li>• Back-office Administration: Internal employees processing services are provided a portal to log-in and access assigned tasks, fulfill requests, and complete desired workflow.</li> <li>• Service Designer: Build no-code/low-code digital services using tools such as Form Builder, Integration Manager, and Workflow Designer.</li> <li>• Customer Service Hub: An integrated constituent contact tracking solution for up to three (3) licensed seats; users able to access workspaces such as Inbox, Face-to-Face, Search, Phone Team, and Reception. <i>Note: additional seats will incur additional maintenance costs.</i></li> </ul>
<b>govAccess – Website Design and Implementation - Trailblazer</b>	Website Design and Implementation - Trailblazer provides a citizen focused website and includes: <ul style="list-style-type: none"> <li>• Advanced UX Consultation, which may include one (1) or more of the following:               <ol style="list-style-type: none"> <li>1. One (1) site analytics report</li> <li>2. One (1) heatmap analysis</li> <li>3. One (1) internal stakeholder survey</li> <li>4. One (1) community stakeholder survey</li> <li>5. One (1) remote user testing of top tasks</li> </ol> </li> <li>• Three (3) customer landing page consultation</li> <li>• Fully customized homepage wireframe</li> <li>• Fully responsive design</li> <li>• Custom mobile homepage or standard mobile responsive homepage</li> <li>• Video background or standard rotating image carousel (switchable at any time)</li> <li>• Up to three (3) customer experience features - Choose from Granicus' library including service finder, geo finder, or data visualization banner</li> <li>• Programming/CMS implementation</li> <li>• Migrate up to 200 webpages</li> <li>• Up to ten (10) forms converted into the new CMS</li> <li>• One (1) day of on-site consultation / training to be applied towards additional project management or training (two (2) of three (3) days must be consecutive)</li> </ul>

<b>Product Descriptions</b>	
<b>Name</b>	<b>Description</b>
<b>Open Platform - Setup and Configuration</b>	Setup and configuration for Open Platform
<b>Peak - Online Training</b>	Peak Agenda Management - Online Training is for online training for Peak Agenda Management, which allows clients to have online sessions with a Granicus trainer to learn how to use the system.
<b>Peak - Setup &amp; Configuration</b>	Setup and Configuration for Peak Agenda Management includes implementation of: <ul style="list-style-type: none"> <li>• Up to one (1) meeting body's Standard Agenda, Cover Page and Minutes report template</li> <li>• Up to one (1) public view page portal</li> </ul>
<b>Open Platform Suite</b>	Open Platform is access to MediaManager, upload of archives, ability to post agendas/ documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
<b>Peak Agenda Management</b>	Peak Agenda Management is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the agenda management and minutes recording process of the clerk's office. Peak Agenda Management allows clerks to streamline the way they compile and produce agendas and record minutes for public meetings and includes: <ul style="list-style-type: none"> <li>• Unlimited user accounts</li> <li>• Unlimited meeting bodies and meeting types</li> <li>• Access to up to one (1) Peak Agenda Management site</li> </ul>

## Terms and Conditions

- The first year's Annual Fee(s) listed as "Subject to Discount" is listed at no cost to the Client to allow time for design and implementation. In order to receive the first year pricing, Client's award must include all of the One-Time Fees, Annual Fees for New Subscriptions, and Remaining Period(s) outlined in this quote. The Agreement, Order Term, and Annual Fees begin upon the date of document signature or award. Subsequent Annual Fees for Remaining Period(s) will be due on each annual anniversary of the Agreement. Upon the Agreement's first anniversary, Client will be responsible for paying the Annual Fees listed for Year 2.
- Link to Terms: [https://granicus.com/pdfs/Master\\_Subscription\\_Agreement.pdf](https://granicus.com/pdfs/Master_Subscription_Agreement.pdf)
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of North Kansas City, MO to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- If submitting a Purchase Order, please include the following language: All pricing, terms and conditions of quote Q-124126 dated 1/8/2021 are incorporated into this Purchase Order by reference.
- Billing Frequency Notes (Milestones - 40/20/20/20):
  - An initial payment equal to 40% of the total;
  - A payment equal to 20% of the total upon Granicus' delivery of the draft homepage design concepts to the Client;
  - A payment equal to 20% of the total upon implementation of the main website into the VCMS on a Granicus-hosted development server; and
  - A payment equal to 20% of the total upon completion; provided, however that the Client has completed training. If the Client has not completed training, then Granicus shall invoice the Client at the earlier of: completion of training or 21 days after completion.
- Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the services outlined within this Agreement.
- The initial subscription term includes all the subscription years noted in quote Q-124126 dated 1/8/2021 and must be awarded to receive the first year free promotion. The Agreement and subscription term begins upon date of document signature or award.
- Client will be eligible to request a basic redesign credit for one (1) govAccess main website after completing year four (4) of this uninterrupted five (5) year Agreement.
  - Client must request the basic redesign credit prior to the end of the initial term.
  - The redesign will be available after payment of the annual invoice for year four (4) of the Agreement.
  - The basic redesign credit will only be available if there are no outstanding govAccess invoices at the time the request is made.
  - Any termination of the Agreement prior to the end of the initial term renders the basic redesign credit offer null and void.
  - Granicus will not develop a sitemap or new content as an included part of any free redesign work, but will assist the Client in transferring existing content into the new design.
- The basic redesign credit will be equivalent to either:
  - A template selected from the then-current Granicus best practices library, or;

- A dollar credit not to exceed \$8,000.00 applied towards a custom redesign of one (1) existing main website
- Notwithstanding anything to the contrary, Granicus reserves the right to adjust pricing at any renewal in which volume based pricing is used and the volume has changed from the prior term without regard to the prior term's per-unit pricing.
- Granicus Communications Suite Subscriber Information.
  - Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ("Direct Subscriber"), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.
  - Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).
- Data obtained through the Granicus Advanced Network.
  - Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the "Advanced Network"). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a "Network Subscriber" to the agency it subscribed to through the Advanced Network.
  - Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
  - Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-in email to Network Subscribers that shall include an explanation of the Client's relationship with Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.

### **Agreement and Acceptance**

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Billing Information	
Name:	
Phone:	
Email:	
Address:	

North Kansas City, MO	
Signature:	
Name:	Don Stielow
Title:	Mayor
Date:	January 19, 2021



## Master Subscription Agreement

This Master Subscription Agreement (“**Agreement**”) is made and entered into as of the latter date of the signatures below ( the “Effective Date”) by and between North Kansas City, MO (“**Client**”) and Granicus SaaS, LLC, a Minnesota Limited Liability Company authorized to do and doing business in the State of Missouri d/b/a Granicus (“**Granicus**”). Client and Granicus may each be referred to herein as “Party” or collectively as “Parties”.

By accessing the Granicus Products and Services, Client accepts this Agreement. Due to the rapidly changing nature of digital communications, with the prior written approval of Client, this Agreement may be updated from time to time. Notification to Client will be as set forth in Section 10.7 of this Agreement.

- 1. Definitions.** In addition to terms defined elsewhere in this Agreement, the following terms shall have the meaning specified:

“**Agreement Term**” means the total time covered by the Initial Term and all Extension Terms for each Order or SOW under this Agreement, further specified in Section 7.1.

“**Extension Term**” means any term that increases the length of the Initial Term of this Agreement or an Order Term of an Order or SOW.

“**Granicus Products and Services**” means the products and services made available to Client pursuant to this Agreement, which may include Granicus products and services accessible for use by Client on a subscription basis (“Software-as-a-Service” or “SaaS”), Granicus professional services, content from any professional services or other required equipment components or other required hardware, as specified in each Order or SOW.

“**Initial Term**” shall have the meaning specified in Exhibit A or Order or SOW between Granicus and Client for the first duration of performance that Client has access to Granicus Products and Services.

“**Order**” means a written order, proposal, or purchase document in which Granicus agrees to provide and Client agrees to purchase specific Granicus Products and Services.

“**Order Term**” means the then-current duration of performance identified on each Order or SOW, for which Granicus has committed to provide, and Client has committed to pay for, Granicus Products and Services.

“**Statement of Work**” or “**SOW**” means a written order, proposal, or purchase document that is signed by both Parties and describes the Granicus Products and Services to be provided and/or performed by Granicus. Each Order or SOW shall describe the Parties’ performance obligations and any assumptions or contingencies associated with the implementations of the Granicus Products and Services, as specified in each Order or SOW placed hereunder.

“**Support**” means the ongoing support and maintenance services performed by Granicus related to the Granicus Products and Services as specified in each Order or SOW placed between the Parties.

- 2. Ordering and Scope**

- 2.1. Ordering Granicus Products and Services.** The Parties may execute one or more Order or SOW related to the sale and purchase of Granicus Products and Services. Each Order or SOW will generally include an itemized list of the Granicus Products and Services as well as the Order Term for such Granicus Products and Services. Each Order or SOW must, generally, be signed by the Parties; although, when a validly-issued purchase order by Client accompanies the Order or SOW, then the Order or SOW need not be executed by the Parties. Each Order or SOW shall be governed by this Agreement regardless of any pre-printed legal terms on each Order or SOW, and by this reference is incorporated herein.

- 2.2. Support.** Basic support related to standard Granicus Products and Services is included within the fees paid during the Order Term. Granicus may update its Support obligations under this Agreement, so long as the functionality purchased by Client is not materially diminished.
- 2.3. Future Functionality.** Client acknowledges that any purchase hereunder is not contingent on the delivery of any future functionality or features.
- 2.4. Cooperative Purchasing.** To the extent permitted by law and approved in writing by Client, the terms of this Agreement and set forth in one or more Order or SOW may be extended for use by other municipalities, school districts and governmental agencies upon execution of an addendum or other duly signed writing setting forth all of the terms and conditions for such use. The applicable fees for additional municipalities, school districts or governmental agencies will be provided by Granicus to Client and the applicable additional party upon written request.

### **3. Use of Granicus Products and Services and Proprietary Rights**

- 3.1. Granicus Products and Services.** The Granicus Products and Services are purchased by Client as subscriptions during an Order Term specified in each Order or SOW. Additional Granicus Products and Services may be added during an Order Term as described in Section 2.1.
- 3.2. Permitted Use.** Subject to the terms and conditions of this Agreement, Granicus hereby grants during each Order Term, and Client hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the Granicus Products and Services to the extent allowed in the relevant Order or SOW (collectively the “Permitted Use”).
  - 3.2.1. Data Sources.** Data uploaded into Granicus Products and Services must be brought in from Client sources (interactions with end users and opt-in contact lists). Client cannot upload purchased contact information into Granicus Products and Services without Granicus’ written permission and professional services support for list cleansing. Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the Services outlined within this Agreement.
  - 3.2.2. Passwords.** Passwords are not transferable to any third party. Client is responsible for keeping all passwords secure and all use of the Granicus Products and Services accessed through Client’s passwords.
  - 3.2.3. Content.** Client can only use Granicus Products and Services to share content that is created by and owned by Client, including Client’s boards, commissions, and committees, and/or content for related organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations that do not have a Granicus subscription. Any content deemed inappropriate for a public audience or in support of programs or topics that are unrelated to Client, can be removed or limited by Granicus.
    - 3.2.3.1. Disclaimers.** Any text, data, graphics, or any other material displayed or published on Client’s website must be free from violation of or infringement of copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others. Granicus is not responsible for content migrated by Client or any third party.
  - 3.2.4. Advertising.** Granicus Products and Services shall not be used to promote products or services available for sale through Client or any third party unless approved in writing, in advance, by Granicus. Granicus reserves the right to request and review the details of any agreement between Client and a third party that compensates Client for the right to have information included in Content distributed or made available through Granicus

Products and Services prior to approving the presence of Advertising within Granicus Products and Services.

### **3.2.5. Granicus Subscriber Information for Communications Cloud Suite only**

- 3.2.5.1. Data Provided by Client.** Data provided by Client and contact information gathered through Client's own web properties or activities will remain the property of Client ("Direct Subscriber"), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of Client, unless required by law.
- 3.2.5.2.** Granicus shall not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, noncancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products and Services by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and Services and any other legitimate business purpose including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).
- 3.2.5.3. Data Obtained through the Granicus Advanced Network**
- 3.2.5.3.1.** Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the "Advanced Network"). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a "Network Subscriber" to the agency it subscribed to through the Advanced Network.
- 3.2.5.3.2.** Access to the Advanced Network is a benefit of the GovDelivery Communications Cloud subscription with Granicus. Network Subscribers are available for use only on the GovDelivery Communications Cloud while Client is under an active GovDelivery Communications Cloud subscription. Network Subscribers will not transfer to Client upon termination of any Granicus Order, SOW or Exhibit. Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW or Exhibit placed under this Agreement. All information related to Network Subscribers must be destroyed by Client within 15 calendar days of the Order, SOW or Exhibit placed under this Agreement terminating.
- 3.2.5.3.3. Opt-In.** During the last 10 calendar days of Client's Order Term for the terminating Order, SOW or Exhibit placed under this Agreement, Client may send an opt-in email to Network Subscribers that shall include an explanation of Client's relationship with Granicus terminating and that the Network Subscribers may visit Client's website to subscribe to further updates from Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to Client upon termination.

### **3.3. Restrictions.** Client shall not:



- 3.3.1.** Misuse any Granicus resources or cause any disruption, including but not limited to, the display of pornography or linking to pornographic material, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted;
  - 3.3.2.** Use any process, program, or tool for gaining unauthorized access to the systems, networks, or accounts of other parties, including but not limited to, other Granicus Clients;
  - 3.3.3.** Client must not use the Granicus Products and Services in a manner in which system or network resources are unreasonably denied to other Granicus clients;
  - 3.3.4.** Client must not use the Services as a door or signpost to another server.
  - 3.3.5.** Access or use any portion of Granicus Products and Services, except as expressly allowed by this Agreement or each Order or SOW placed hereunder;
  - 3.3.6.** Disassemble, decompile, or otherwise reverse engineer all or any portion of the Granicus Products and Services;
  - 3.3.7.** Use the Granicus Products and Services for any unlawful purposes;
  - 3.3.8.** Export or allow access to the Granicus Products and Services in violation of U.S. laws or regulations;
  - 3.3.9.** Except as expressly permitted in this Agreement, subcontract, disclose, rent, or lease the Granicus Products and Services, or any portion thereof, for third party use; or
  - 3.3.10.** Modify, adapt, or use the Granicus Products and Services to develop any software application intended for resale which uses the Granicus Products and Services in whole or in part.
- 3.4. Client Feedback.** Client assigns to Granicus any suggestion, enhancement, request, recommendation, correction or other feedback provided by Client relating to the use of the Granicus Products and Services. Granicus may use such submissions as it deems appropriate in its sole discretion.
- 3.5. Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Granicus and/or its licensors reserve all right, title and interest in the Granicus Products and Services, the documentation and resulting product including all related intellectual property rights. Further, no implied licenses are granted to Client. The Granicus name, the Granicus logo, and the product names associated with the services are trademarks of Granicus or its suppliers, and no right or license is granted to use them.

#### 4. Payment

- 4.1. Fees.** Client agrees to pay all fees, costs and other amounts as specified in each Order or SOW. Annual fees are due upfront according to the billing frequency specified in each Order or SOW. Granicus reserves the right to suspend any Granicus Products and Services should there be a lapse in payment. A lapse in the term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Client's responsibility to provide applicable exemption certificate(s).
- 4.2. Disputed Invoiced Amounts.** Client shall provide Granicus with detailed written notice of any amount(s) Client reasonably disputes within thirty (30) days of the date of invoice for said amount(s) at issue. Granicus will not exercise its rights under 4.1 above if Client has, in good faith, disputed an invoice and is diligently trying to resolve the dispute. Client's failure to provide Granicus with notice of any disputed invoiced amount(s) shall be deemed to be Client's acceptance of the content of such invoice.
- 4.3. Price Increases.** Any price increases not negotiated in advance shall be provided by Granicus to Client at least thirty (30) days prior to the end of the Order Term. Upon each yearly anniversary

during the term of this Agreement (including the Initial Term, all Extended Terms, and all Order Terms), the Granicus Product and Services fees shall increase from the previous term's fees by up to ten (10) percent per year.

## 5. Representations, Warranties and Disclaimers

- 5.1. Representations.** Each Party represents that it has validly entered into this Agreement and has the legal power to do so.
- 5.2. Warranties.** Granicus warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Granicus Products and Services; however, the Granicus Products and Services are provided "AS IS" and as available.
- 5.3. Disclaimers.** EXCEPT AS PROVIDED IN SECTION 5.2 ABOVE, EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT GRANICUS PRODUCTS AND SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

## 6. Confidential Information

- 6.1. Confidential Information.** It is expected that one Party (Disclosing Party) may disclose to the other Party (Receiving Party) certain information which may be considered confidential and/or trade secret information ("Confidential Information"). Confidential Information shall include: (i) Granicus' Products and Services, (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication and (iv) any information that should be reasonably understood to be confidential or proprietary to the Receiving Party, given the nature of the information and the context in which disclosed.

Subject to applicable law, including but not limited to the Missouri Open Meetings and Records Law (Mo. Rev. STAT. §§ 610.010, et seq.), each Receiving Party agrees to receive and hold any Confidential Information in strict confidence. Without limiting the scope of the foregoing, each Receiving Party also agrees: (a) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (b) not to reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (c) not to use any Confidential Information for any purpose other than as stated above; (d) to restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (e) to exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information.

If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance.

- 6.2. Exceptions.** Confidential Information shall not include information which: (i) is or becomes public knowledge through no fault of the Receiving Party; (ii) was in the Receiving Party's possession before receipt from the Disclosing Party; (iii) is rightfully received by the Receiving party from a

third party without any duty of confidentiality; (iv) is disclosed by the Disclosing Party without any duty of confidentiality on the third party; (v) is independently developed by the Receiving Party without use or reference to the Disclosing Party's Confidential Information; (vi) is disclosed with the prior written approval of the Disclosing Party; or (vii) is defined to be open by law or court order.

**6.3. Storage and Sending.** In the event that Granicus Products and Services will be used to store and/or send Confidential Information, Granicus must be notified in writing, in advance of the storage or sending. Should Client provide such notice, Client must ensure that Confidential Information or sensitive information is stored behind a secure interface and that Granicus Products and Services be used only to notify people of updates to the information that can be accessed after authentication against a secure interface managed by Client.

**6.4. Return of Confidential Information.** Each Receiving Party shall return or destroy the Confidential Information immediately upon written request by the Disclosing Party; provided, however, that each Receiving Party may retain one copy of the Confidential Information in order to comply with applicable laws and the terms of this Agreement. Client understands and agrees that it may not always be possible to completely remove or delete all personal data from Granicus' databases without some residual data because of backups and for other reasons.

## 7. Term and Termination

**7.1. Agreement Term.** The Agreement Term shall begin on the date of the initial Order or SOW and continue through the latest date of the Order Term of each Order or SOW under this Agreement, unless otherwise terminated as provided in this Section 7. Each Order or SOW will specify an Order Term for the Granicus Products and Services provided under the respective Order or SOW. Client's right to access or use the Granicus Products and Services will cease at the end of the Order Term identified within each Order or SOW, unless either extended or earlier terminated as provided in this Section 7. Unless a Party has given written notice to the other Party at least ninety (90) days prior to the end of the then-current Order Term, the Granicus Products and Services will automatically renew at the end of each term for an Extension Term of one (1) year.

**7.2. Effect of Termination.** If the Parties agree to terminate this Agreement and an Order or SOW is still in effect at the time of termination, then the terms and conditions contained in this Agreement shall continue to govern the outstanding Order or SOW until termination or expiration thereof. If the Agreement is terminated for breach, then unless otherwise agreed to in writing, all outstanding Orders or SOWs shall immediately terminate as of the Agreement termination date. Unless otherwise stated in this Agreement, Client shall be entitled to a refund of any prepaid fees covering the remainder of the term for all Granicus Products and Services after the effective date of termination.

**7.3. Termination for Cause.** The non-breaching Party may terminate this Agreement upon written notice if the other Party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching Party provides written notice of the breach. A Party may also terminate this Agreement immediately upon notice if the other Party: (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership; (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage of any law for the benefit of debtors; or (c) ceases to conduct business for any reason on an ongoing basis leaving no successor in interest. Granicus may, without liability, immediately suspend or terminate any or all Order or SOW issued hereunder if any Fees owed under this Agreement are past due pursuant to Section 4.1.

**7.4. Rights and Obligations After Termination.** In the event of expiration or termination of this Agreement, Client shall immediately pay to Granicus all Fees due to Granicus through the date of expiration or termination.

**7.5. Survival.** All rights granted hereunder shall terminate upon the latter of the termination or expiration date of this Agreement, or each Order or SOW. The provisions of this Agreement with respect to warranties, liability, choice of law and jurisdiction, and confidentiality shall survive termination of this Agreement and continue in full force and effect.

## **8. Limitation of Liability**

**8.1. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES.** UNDER NO CIRCUMSTANCES SHALL GRANICUS OR CLIENT BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, GRANICUS SHALL NOT BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF CLIENT DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (C) LOSS OF BUSINESS; (D) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, OR RELATED TECHNICAL SUPPORT; OR (E) FOR ANY MATTER BEYOND GRANICUS' REASONABLE CONTROL, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING LOSSES OR DAMAGES.

**8.2. LIMITATION OF LIABILITY.** IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY THE CLIENT FOR THE GRANICUS PRODUCTS AND SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. GRANICUS SHALL NOT BE RESPONSIBLE FOR ANY LAST PROFITS OR OTHER DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES, HOWEVER CAUSED. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN. THE ABOVE LIMITATIONS WILL NOT LIMIT CLIENT'S PAYMENT OBLIGATIONS UNDER SECTION 4 ABOVE.

## **9. Indemnification**

**9.1. Indemnification by Granicus.** Granicus will defend, indemnify, and hold Client harmless from and against all losses, liabilities, damages and expenses arising from any claim or suit by a third party unaffiliated with either Party to this Agreement ("Claims") and shall pay all losses, damages, liabilities, settlements, judgments, awards, interest, civil penalties, and reasonable expenses (collectively, "Losses," and including reasonable attorneys' fees and court costs), to the extent arising out of any Claims by any third party that Granicus Products and Services violated any Court order or the terms of any judgment or that Granicus Products and Services infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW. In the event of such a Claim, if Granicus determines that an affected Order or SOW is likely, or if the solution is determined in a final, non-appealable judgment by a court of competent jurisdiction, to infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW, Granicus will, in its discretion: (a) replace the affected Granicus Products and Services; (b) modify the affected Granicus Products and Services to render it non-infringing; or (c) terminate this Agreement or the applicable Order or SOW with respect to the affected solution and refund to Client any prepaid fees for the then-remaining or unexpired portion of the Order or SOW term.

Notwithstanding the foregoing, Granicus shall have no obligation to indemnify, defend, or hold Client harmless from any Claim to the extent it is based upon: (i) a modification to any solution by Client (or by anyone under Client's direction or control or using logins or passwords assigned to Client); (ii) a modification made by Granicus pursuant to Client's required instructions or specifications or in reliance on materials or information provided by Client; or (iii) Client's use (or use by anyone under Client's direction or control or using logins or passwords assigned to Client) of any Granicus Products and Services other than in accordance with this Agreement. This section 9.1 sets forth Client's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Granicus Products and Services or any other materials provided by Granicus violate or infringe upon the rights of any third party.

- 9.2. Indemnification by Client.** To the extent authorized by law, Client shall defend, indemnify, and hold Granicus harmless from and against any Claims, and shall pay all Losses, to the extent arising out of or related to (a) Client's (or that of anyone authorized by Client or using logins or passwords assigned to Client) use or modification of any Granicus Products and Services; (b) any Client content; or (c) Client's violation of applicable law.
- 9.3. Defense.** With regard to any Claim subject to indemnification pursuant to this Section 9: (a) the Party seeking indemnification shall promptly notify the indemnifying Party upon becoming aware of the Claim; (b) the indemnifying Party shall promptly assume sole defense and control of such Claim upon becoming aware thereof; and (c) the indemnified Party shall reasonably cooperate with the indemnifying Party regarding such Claim. Nevertheless, the indemnified Party may reasonably participate in such defense, at its expense, with counsel of its choice, but shall not settle any such Claim without the indemnifying Party's prior written consent. The indemnifying Party shall not settle or compromise any Claim in any manner that imposes any obligations upon the indemnified Party without the prior written consent of the indemnified Party.

## 10. General

- 10.1. Relationship of the Parties.** Granicus and Client acknowledge that they operate independent of each other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the Parties for any purpose, including, but not limited to, taxes or employee benefits. Each Party will be solely responsible for the payment of all taxes and insurance for its employees and business operations.
- 10.2. Headings.** The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed to modify, define, limit, or expand the intent of the Parties.
- 10.3. Amendments.** This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties.
- 10.4. Severability.** To the extent permitted by applicable law, the sections, paragraphs, sentences, clauses, and phrases of this Agreement shall be severable. In the event that any such section, paragraph, sentence, clause, or phrase of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining portions of this Agreement are valid, unless the court finds the valid portions of this Agreement are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that either Party has agreed upon 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 intent of the Parties.
- 10.5. Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, either voluntarily or by operation of law, without the prior written consent of the other Party (such consent not to be unreasonably withheld);

provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.

**10.6. No Third-Party Beneficiaries.** Subject to Section 10.5 this Agreement is binding upon, and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.

**10.7. Notice.** Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other nationally recognized express carrier; (c) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (d) sending by email, with confirmed receipt from the receiving party. Either Party may provide the other with notice of a change in mailing or email address in which case the mailing or email address, as applicable, for that Party will be deemed to have been amended. The mailing and email addresses of the Parties are as follows:

Granicus		North Kansas City, MO	
<b>ATTN:</b>	Contracts	<b>ATTN:</b>	City Administrator
<b>Address:</b>	408 St. Peter Street Suite 600 Saint Paul, MN 55102	<b>Address:</b>	2010 Howell North Kansas City, MO 64116
<b>Phone:</b>	(651) 757-4154	<b>Phone:</b>	(816) 471-6000
<b>Email:</b>	contracts@granicus.com	<b>Email:</b>	eberlin@nkc.org

**10.8. Force Majeure.** Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.

**10.9. Choice of Law and Jurisdiction.** This Agreement shall be governed by and interpreted under the laws of the State of Missouri, without reference to the State's principles of conflicts of law. The Parties expressly consent and submit to the exclusive jurisdiction of the state and federal courts of Clay County, Missouri.

**10.10. Entire Agreement.** This Agreement, together with all Orders or SOWs referenced herein, sets forth the entire understanding of the Parties with respect to the subject matter of this Agreement, and supersedes any and all prior oral and written understandings, quotations, communications, and agreements. Granicus and Client agree that any and all Orders or SOWs are incorporated herein by this reference. In the event of possible conflict or inconsistency between such documents, the conflict or inconsistency shall be resolved by giving precedence in the following order: (1) the terms of this Agreement; (2) Orders; (3) all other SOWs or other

purchase documents; (4) Granicus response to Client’s request for RFI, RFP, RFQ; and (5) Client’s RFI, RFP, RFQ. If Client issues a purchase order, Granicus hereby rejects any additional or conflicting terms appearing on the purchase order or any other ordering materials submitted by Client. Upon request, Granicus shall reference a purchase order number on its invoices, provided, however, that Client acknowledges that it is Client’s responsibility to provide the corresponding purchase order information (including a purchase order number) to Granicus upon the creation of such a purchase order. Client agrees that a failure to provide Granicus with the corresponding purchase order shall not relieve Client of its obligations to provide payment to Granicus pursuant to Section 4.1 above.

**10.11. Reference.** With the prior written approval of client, Client grants Granicus the right to use Client’s name and logo in Client lists and marketing materials.

**10.12. Injunctive Relief.** Granicus is entitled to obtain injunctive relief if Client’s use of Granicus Products and Services is in violation of any restrictions set forth in this Agreement.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their respective duly-authorized representatives on the Effective Date as set forth above.

**Granicus**

**North Kansas City, MO**

**By:** \_\_\_\_\_  
(Authorized Signature)

**By:** \_\_\_\_\_  
(Authorized Signature)

**Name:** Don Stielow  
\_\_\_\_\_  
(Print or Type Name of Signatory)

**Name:** \_\_\_\_\_  
\_\_\_\_\_  
(Print or Type Name of Signatory)

**Title:** Mayor  
\_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** January 19, 2021  
\_\_\_\_\_  
(Execution Date)

**Date:** \_\_\_\_\_  
(Execution Date)

Attachment(s): Exhibit A (Proposal)

**BILL NO. 7572**

**ORDINANCE NO. 9368**

**AN ORDINANCE AUTHORIZING PAYMENT FOR CERTAIN ACCOUNTS  
DUE AND PAYABLE BY THE CITY THROUGH JANUARY 15, 2021**

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

**SECTION 1.** The City Council hereby authorizes payment from the funds of the City of North Kansas City, Missouri, the following sums:

A. General Fund	142,280.93
B. Payroll Transfers	406,406.87
C. Transportation Sales Tax	34,995.79
D. Convention & Tourism	13,256.84
E. Gaming Fund	23,333.82
F. Community Center	5,080.24
G. Water Fund	20,701.78
H. Sewerage System Fund	550,720.82
I. Pension Fund	—
J. Northgate Capital Project	288.75
K. Health Fund	—
L. Communications Fund	—
	<hr/>
	\$ 1,197,065.84
	<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 19th day of January , 2021**

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*Mayor*

**APPROVED this 19th day of January , 2021**

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*Mayor*

**ATTEST:**

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*City Clerk*





# PAYMENT ORDINANCE DETAIL FOR JANUARY 15, 2021

	VISA WIRE	CHECK/DRAFT	TOTAL
GENERAL FUND	\$ -	142,280.93	142,280.93
PARKS & RECREATION	-	37,093.68	37,093.68
LIBRARY	-	2,447.53	2,447.53
TRANSPORTATION	-	34,995.79	34,995.79
CONVENTION & TOURISM	-	13,256.84	13,256.84
GAMING FUND	-	23,333.82	23,333.82
NORTHGATE CAPITAL PROJECT	-	288.75	288.75
HEALTH FUND	-	—	—
WATER	-	20,701.78	20,701.78
SEWER	-	550,720.82	550,720.82
COMMUNITY CENTER	-	5,080.24	5,080.24
COMMUNICATIONS FUND	-	0.00	—
PENSION	-	—	—
<b>REPORT SUB-TOTAL</b>	<b>\$ -</b>	<b>\$ 830,200.18</b>	<b>\$ 830,200.18</b>

**PAYROLL TRANSFERS THROUGH JANUARY 15, 2021** 406,406.87

**Total Payments** **\$ 1,236,607.05**

Less Parks & Library (39,541.21)

**ORDINANCE TOTAL** **\$ 1,197,065.84**



# Expense Approval Report

## By Segment (Select Below)

Payment Dates 1/6/2021 - 1/20/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Lina A Rueda	190088712	01/05/2021	Bond Return for 190088712	10-2430	233.00
CITY OF NORTH KANSAS CITY	INV0001363	01/05/2021	FLEX DC	10-2266	333.33
CITY OF NORTH KANSAS CITY	INV0001363	01/05/2021	FLEX MEDICAL	10-2267	955.09
CITY OF NORTH KANSAS CITY	INV0001363	01/05/2021	FLEX MEDICAL	20-2267	152.92
CITY OF NORTH KANSAS CITY	INV0001363	01/05/2021	FLEX MEDICAL	21-2267	112.50
CITY OF NORTH KANSAS CITY	INV0001363	01/05/2021	FLEX MEDICAL	22-2267	41.67
CITY OF NORTH KANSAS CITY	INV0001363	01/05/2021	FLEX MEDICAL	60-2267	104.17
USBANK - INSTITUTIONAL T	INV0001364	01/05/2021	P&F PENSION FIRE-EE	10-2251	4,407.77
USBANK - INSTITUTIONAL T	INV0001364	01/05/2021	P&F PENSION POLICE-EE	10-2251	2,626.19
ICMA - RC RETIREMENT COM	ICMA 1-8-20	01/07/2021	ICMA - EE	10-2252	9,625.62
ICMA - RC RETIREMENT COM	ICMA 1-8-20	01/07/2021	ICMA - EE	10-2259	1,275.28
ICMA - RC RETIREMENT COM	ICMA 1-8-20	01/07/2021	ICMA - EE	20-2252	78.24
ICMA - RC RETIREMENT COM	ICMA 1-8-20	01/07/2021	ICMA - EE	21-2252	94.99
ICMA - RC RETIREMENT COM	ICMA 1-8-20	01/07/2021	ICMA - EE	22-2252	445.51
ICMA - RC RETIREMENT COM	ICMA 1-8-20	01/07/2021	ICMA - EE	60-2252	522.54
ICMA - RC RETIREMENT COM	ICMA 1-8-20	01/07/2021	ICMA	60-2259	47.64
ICMA - RC RETIREMENT COM	ICMA 1-8-20	01/07/2021	DEFERRED COMP	61-2252	173.78
MISSOURI DEPT OF REVENUE	COURT AUTOMATION DEC 20	01/12/2021	COURT AUTOMATION FEE SM	10-2103	665.00
MISSOURI DEPT OF REVENUE	CRIME VICTIM DEC 2020	01/12/2021	CRIME VICTIM DEC 2020	10-2410	976.81
CLAY COUNTY TREASURER	DOMESTIC VIOLENCE DEC 202	01/12/2021	DOMESTIC VIOLENCE DEC 202	10-2415	545.87
MISSOURI STATE TREASURER	PEACE OFFICER DEC 2020	01/12/2021	PEACE OFFICER DEC 2020	10-2418	136.00
MISSOURI SHERIFF'S RETIREM	SHERIFF'S FUND DEC 2020	01/12/2021	SHERIFF'S FUND DEC 2020	10-2412	411.00
Inginere Nabitanga	120795501	01/14/2021	Bond Return	10-2430	225.00
Scott Olson	190087563	01/14/2021	Overpayment of Fines	10-4710	58.00
					<b>24,247.92</b>

### Department: 505 - ADMINISTRATION

WEST PUBLISHING CORP	0843338413	01/05/2021	LIBRARY PLAN CHARGES -- WE	10-505-6030	144.56
WEST PUBLISHING CORP	0843414255	01/05/2021	MONTHLY CHARGE FOR WEST	10-505-6030	929.10
WEST PUBLISHING CORP	0843502893	01/05/2021	LIBRARY PLAN CHARGES -- WE	10-505-6030	144.56
OFFICE DEPOT INC	144549305001	01/07/2021	LEGAL COPY PAPER	10-505-7001	45.52
OFFICE DEPOT INC	147568760001	01/07/2021	OFFICE SUPPLIES	10-505-7001	19.35
MISSOURI MUNICIPAL LEAGU	300013618	01/07/2021	MML ANNUAL DUES	10-505-6220	820.80
ICMA - RC RETIREMENT COM	ICMA 1-8-20	01/07/2021	DEFERRED COMP	10-505-5210	739.25
WEST PUBLISHING CORP	0843587913	01/08/2021	MONTHLY CHARGE FOR WEST	10-505-6030	929.10
NECCO COFFEE INC	123772	01/11/2021	COFFEE	10-505-7001	71.58
MORAN FOODS	35255JAN21	01/11/2021	TURKEY VOUCHERS	10-505-5490	352.55
SPENCER FANE LLP	1016890	01/12/2021	LEGAL FEES -- HUMAN RESOU	10-505-6030	300.00
RUBINBROWN LLP	847631	01/19/2021	FY 2020 Audit Services	10-505-6020	17,000.00

**Department 505 - ADMINISTRATION Total: 21,496.37**

### Department: 506 - MUNICIPAL COURT

OFFICE DEPOT INC	COURT OFFICE DEPOT INV # 1	01/04/2021	COURT OFFICE DEPOT INV # 1	10-506-7001	31.68
ICMA - RC RETIREMENT COM	ICMA 1-8-20	01/07/2021	DEFERRED COMP	10-506-5210	70.78

**Department 506 - MUNICIPAL COURT Total: 102.46**

### Department: 507 - ECONOMIC DEVELOPMENT

OLSSON ASSOCIATES	370330	01/07/2021	1/2 OF ENGINEERING BILL PE	10-507-6090	2,239.34
BEARS PRINTING & BINDERY, I	015074	01/11/2021	WINTER 2021 NKC CONNECTI	10-507-6090	2,347.70
BRYAN CAVE LEIGHTON PAISN	10997401	01/12/2021	ARRA -- GROCERY STORE	10-507-6090	231.00
BRYAN CAVE LEIGHTON PAISN	10997415	01/12/2021	18th and Swift Redevelopmen	10-507-6090	7,204.84
BRYAN CAVE LEIGHTON PAISN	10997416	01/12/2021	YARCO DEVELOPMENT -- 1007	10-507-6090	11,684.75

**Department 507 - ECONOMIC DEVELOPMENT Total: 23,707.63**

### Department: 510 - FIRE

MCKESSON MEDICAL-SURGIC	17109448	12/29/2020	OB Kit Sealed w/cards	10-510-7011	73.71
MCKESSON MEDICAL-SURGIC	17109511	12/29/2020	Adenosine 3mg	10-510-7011	101.22

Expense Approval Report

Payment Dates: 1/6/2021 - 1/20/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MCKESSON MEDICAL-SURGIC	17109712	12/29/2020	Insta- Glucose, LAC Ring IVSO	10-510-7011	115.64
ED M FELD EQUIPMENT CO IN	378981-IN	12/29/2020	909 Compartment door handl	10-510-7140	399.00
ED M FELD EQUIPMENT CO IN	378982-IN	12/29/2020	Replaced Kussmaul Auto Eject	10-510-7140	110.00
ED M FELD EQUIPMENT CO IN	379000-IN	12/29/2020	909 Heater melted, removed	10-510-7140	344.00
ED M FELD EQUIPMENT CO IN	379005-IN	12/29/2020	Fire Boot Kyle Hooten	10-510-7050	295.00
ED M FELD EQUIPMENT CO IN	379013-IN	12/29/2020	Fire Hunter Boot - Dustin Mar	10-510-7050	590.00
ED M FELD EQUIPMENT CO IN	379085-IN	12/29/2020	905 Oil changed and filters re	10-510-7140	560.00
ED M FELD EQUIPMENT CO IN	379086-IN	12/29/2020	909 Replaced air filter and oil	10-510-7140	523.00
ED M FELD EQUIPMENT CO IN	379087-IN	12/29/2020	905 Cutters are leaking oil an	10-510-7140	120.50
ED M FELD EQUIPMENT CO IN	379088-IN	12/29/2020	904 Both rear doors will not o	10-510-7140	1,149.00
COMMENCO INC	462092	12/29/2020	904 radio stuck in maintenanc	10-510-7140	131.00
OFFICE DEPOT INC	143495844001	01/04/2021	Printer paper, pends, comman	10-510-7001	57.39
MEDICAL EQUIPMENT SOLUTI	191767	01/06/2021	Oxygen Lot	10-510-7011	26.25
MEDICAL EQUIPMENT SOLUTI	191923	01/04/2021	Monthly Rental	10-510-7010	33.25
DIAMOND MANUFACTURING	39991	01/04/2021	Fire Helmuts and Shields	10-510-7050	2,005.38
Office Essentials Inc	CIV1386344	01/04/2021	Bottled water 16 oz & Kitchen	10-510-7014	155.12
Office Essentials Inc	CIV1390767	01/06/2021	Bleach, Scotch Brtie cleaning,	10-510-7011	62.37
Office Essentials Inc	CIV1391337	01/06/2021	Bleach, Scotch Brtie cleaning,	10-510-7011	34.98
TARGET SOLUTIONS INC	INV16969	01/04/2021	Annual software fee for vehicl	10-510-7125	2,814.99
ELECTRONIC TECHNOLOGY IN	19973	01/05/2021	CAMERA UPGRADE AND ADDI	10-510-8750	5,998.00
USBANK - INSTITUTIONAL T	INV0001364	01/05/2021	P&F PENSION FIRE-ER	10-510-5220	9,810.78
ICMA - RC RETIREMENT COM	ICMA 1-8-20	01/07/2021	DEFERRED COMP	10-510-5210	1,392.71
MEDASSURE HEARTLAND LLC	115264	01/11/2021	Bio-waste pick-up station 2	10-510-7011	41.20
MEDASSURE HEARTLAND LLC	115410	01/11/2021	Bio-waste pick-up station1	10-510-7011	82.40
KC BLUEPRINT & PLAN ROOM	155610	01/11/2021	2021 Shift Calendar Pocket bil	10-510-7001	68.00
MCKESSON MEDICAL-SURGIC	17120132	01/11/2021	IVSOL 0.9%	10-510-7011	110.67
MCKESSON MEDICAL-SURGIC	17120226	01/11/2021	2 Emergency Blankets	10-510-7011	175.84
MCKESSON MEDICAL-SURGIC	17121446	01/11/2021	LIDOCAINE	10-510-7011	54.26
GALLS LLC	BC1262942	01/11/2021	Polos and tactical pants	10-510-7050	898.39
<b>Department 510 - FIRE Total:</b>					<b>28,334.05</b>

Department: 515 - POLICE

JAMES C VAN HOOZER	2291	12/31/2020	OFFICE CHAIR	10-515-7120	619.20
EQUIFAX INFORMATION SERVI	6165873	01/05/2021	EQUIFAX DEC 2020	10-515-7018	75.22
KANSAS CITY CRIME COMMIS	INV0001362	01/05/2021	CRIMESTOPPERS 2021	10-515-6360	5,000.00
USBANK - INSTITUTIONAL T	INV0001364	01/05/2021	P&F PENSION POLICE-ER	10-515-5220	5,845.36
AXON ENTERPRISES INC	SI-1703390	01/05/2021	TASER TARGETS	10-515-7210	300.00
ICMA - RC RETIREMENT COM	ICMA 1-8-20	01/07/2021	DEFERRED COMP	10-515-5210	2,201.08
MSHP CJ TECH FUND	812HP032017707	01/08/2021	MULES 1ST QTR 2021	10-515-6060	1,830.00
GALLS LLC	BC1263612, BC1264893	01/08/2021	PARKS BOOTS	10-515-7050	79.96
GALLS LLC	BC1263612, BC1264893	01/08/2021	RECRUIT ORTIZ AND VASQUEZ	10-515-7050	321.30
SOLI'S PRINTING INC	169004	01/12/2021	EVIDENCE PROPERTY LABELS	10-515-7018	116.00
ENFORCEMENT VIDEO LLC	ACCINV0028763	01/11/2021	WATCHGUARD BODY CAMER	10-515-7210	108.00
ENFORCEMENT VIDEO LLC	ACCINV0028763	01/11/2021	SHIPPING	10-515-7210	15.00
<b>Department 515 - POLICE Total:</b>					<b>16,511.12</b>

Department: 521 - BUILDINGS & GROUNDS

NATIONAL EXTERMINATING	2361131	01/05/2021	PD wildlife removal	10-521-7110	149.00
NATIONAL EXTERMINATING	2374338	01/05/2021	PD, CH, FD 1, FD 2, B&G	10-521-7110	72.00
NATIONAL EXTERMINATING	2374339	01/05/2021	PD, CH, FD 1, FD 2, B&G	10-521-7110	38.50
NATIONAL EXTERMINATING	2374340	01/05/2021	PD, CH, FD 1, FD 2, B&G	10-521-7110	38.50
NATIONAL EXTERMINATING	2374345	01/05/2021	PD, CH, FD 1, FD 2, B&G	10-521-7110	45.00
UniFirst Corporation #229	2831117	01/05/2021	bi-weekly mat service	10-521-7110	53.00
UniFirst Corporation #229	2840022	01/05/2021	bi-weekly mat service	10-521-7110	53.00
KC WINDUSTRIAL CO INC	653763 01	01/05/2021	faucets	10-521-7110	45.32
SHRED-IT US JV LLC	8180765131	01/05/2021	monthly shred services for CH	10-521-6057	24.52
SHRED-IT US JV LLC	8180765185	01/05/2021	monthly shred services for CH	10-521-6057	14.75
SHRED-IT US JV LLC	8181166680	01/05/2021	monthly shred services for CH	10-521-6057	32.06
SHRED-IT US JV LLC	8181166732	01/05/2021	monthly shred services for CH	10-521-6057	11.15
ICMA - RC RETIREMENT COM	ICMA 1-8-20	01/07/2021	DEFERRED COMP	10-521-5210	110.63
MISSOURI DOOR CO INC	32671	01/12/2021	FD1 4 sectional and trolley do	10-521-7110	264.00
SAM'S CLUB	6332	01/12/2021	shop supplies	10-521-7006	227.02

## Expense Approval Report

Payment Dates: 1/6/2021 - 1/20/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
HI-GENE'S JANITORIAL SVC IN	68632	01/12/2021	monthly custodial CH & PD	10-521-6330	1,175.00
HI-GENE'S JANITORIAL SVC IN	68632	01/12/2021	Cleaning and restock supplies	10-521-7006	456.25
HI-GENE'S JANITORIAL SVC IN	68633	01/12/2021	monthly custodial CH & PD	10-521-6330	585.00
HI-GENE'S JANITORIAL SVC IN	68633	01/12/2021	Cleaning and restock supplies	10-521-7006	79.35
CARRIER CORPORATION	90094987	01/12/2021	HVAC FD1 repairs	10-521-7110	1,250.00
<b>Department 521 - BUILDINGS &amp; GROUNDS Total:</b>					<b>4,724.05</b>
<b>Department: 524 - CONVENTION &amp; TOURISM</b>					
PROPRINT INC	178868	01/07/2021	EXPLOREKC FLYER	24-524-6347	455.52
WSP USA INC	1016362	01/11/2021	Armour Road Task Order 5	24-524-8770	9,012.10
BEARS PRINTING & BINDERY, I	015077	01/12/2021	2021 CALENDAR	24-524-7006	3,789.22
<b>Department 524 - CONVENTION &amp; TOURISM Total:</b>					<b>13,256.84</b>
<b>Department: 525 - PUBLIC WORKS ADMIN</b>					
OFFICE DEPOT INC	144549305001	01/07/2021	OFFICE SUPPLIES -- COPY PAP	10-525-7001	287.50
ICMA - RC RETIREMENT COM	ICMA 1-8-20	01/07/2021	DEFERRED COMP	10-525-5210	192.60
NECCO COFFEE INC	121405	01/12/2021	coffee supplies	10-525-7090	282.60
<b>Department 525 - PUBLIC WORKS ADMIN Total:</b>					<b>762.70</b>
<b>Department: 526 - COMMUNITY DEVELOPMENT</b>					
ICMA - RC RETIREMENT COM	ICMA 1-8-20	01/07/2021	DEFERRED COMP	10-526-5210	337.99
Office Essentials Inc	CIV1360004	01/11/2021	Office Supplies	10-526-7001	65.72
<b>Department 526 - COMMUNITY DEVELOPMENT Total:</b>					<b>403.71</b>
<b>Department: 533 - INTERDEPARTMENTAL</b>					
DLT SOLUTIONS LLC	5053881	01/08/2021	AUTOCAD ANNUAL SOFTWARE	10-533-6115	2,730.21
Evergy	01/04/2021	01/10/2021	11/30-12/31/20 Services Acct	10-533-6710	441.11
Evergy	01/11/2021	01/10/2021	12/8/20-1/10/21 Service Acct	10-533-6710	90.00
JIM'S DISPOSAL SERVICE LLC	53897	01/12/2021	solid waste services for city a	10-533-6750	20,503.56
<b>Department 533 - INTERDEPARTMENTAL Total:</b>					<b>23,764.88</b>
<b>Department: 535 - GAMING</b>					
OLSSON ASSOCIATES	376956	01/11/2021	Work Order 6	25-535-8700	1,112.47
THE WORK ZONE INC	57822	01/11/2021	18TH AVENUE PARKING DIREC	25-535-6090	970.10
BRYAN CAVE LEIGHTON PAISN	10997398	01/12/2021	ARRA -- COMPONENT DEVELO	25-535-8700	770.00
BRYAN CAVE LEIGHTON PAISN	10997404	01/12/2021	ARRA -- MASTER DEVELOPME	25-535-8700	250.25
BRYAN CAVE LEIGHTON PAISN	10997410	01/12/2021	ARRA -- COMPONENT DEVELO	25-535-8700	231.00
CARRIER CORPORATION	90095445	01/12/2021	FD HVAC Heat pumps	25-535-8730	20,000.00
<b>Department 535 - GAMING Total:</b>					<b>23,333.82</b>
<b>Department: 536 - NORTHGATE</b>					
BRYAN CAVE LEIGHTON PAISN	10997411	01/12/2021	NORTHGATE REDEVELOPMEN	44-536-6090	288.75
<b>Department 536 - NORTHGATE Total:</b>					<b>288.75</b>
<b>Department: 540 - PARKS &amp; RECREATION</b>					
Nevco Sports LLC	0000190281	12/14/2020	Scoreboard for Diamond #1 at	20-540-8770	20,659.37
Jennifer L White	745	12/16/2020	Remove old scoreboard/instal	20-540-8770	8,840.00
ICMA - RC RETIREMENT COM	ICMA 1-8-20	01/07/2021	DEFERRED COMP	20-540-5210	78.24
Evergy	01/11/2021	01/10/2021	12/8/20-1/10/21 Service Acct	20-540-6710	362.53
NATIONAL EXTERMINATING	2374689	01/13/2021	Monthly Pest Control Fee for	20-540-7190	45.00
NATIONAL EXTERMINATING	2375575	01/13/2021	Monthly Pest Control Fee for	20-540-7110	72.00
CLAYCO ELECTRIC INC	47951	01/13/2021	Repairs on pole lights on trail	20-540-7190	611.00
CLAYCO ELECTRIC INC	48039	01/13/2021	Repairs on pole lights at Mack	20-540-7190	478.50
VERMONT SYSTEMS, INC.	68260	01/13/2021	Vermont Systems	20-540-6115	5,715.88
<b>Department 540 - PARKS &amp; RECREATION Total:</b>					<b>36,862.52</b>
<b>Department: 543 - COMMUNITY CENTER</b>					
M M C CONTRACTORS	52724	10/01/2020	INVESTIGATE GLYCOL LEAK	63-543-8750	5,080.24
<b>Department 543 - COMMUNITY CENTER Total:</b>					<b>5,080.24</b>
<b>Department: 550 - LIBRARY</b>					
THE PITNEY BOWES BANK INC	12/24/20	12/24/2020	Services thru 12/24/20 Acct 8	21-550-7009	105.00
ICMA - RC RETIREMENT COM	ICMA 1-8-20	01/07/2021	DEFERRED COMP	21-550-5210	94.99
Joy J Hood	010121JH	01/12/2021	ADULT PROGRAM	21-550-7325	114.00
Amy Vance	0101AV	01/12/2021	ADULT PROGRAM	21-550-7325	25.00
OCLC ONLINE COMPUTER LIB	1000091973	01/12/2021	CATALOGING	21-550-7360	42.16

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Payment Dates: 1/6/2021 - 1/20/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Blackstone Audio Inc.	1196309	01/12/2021	AUDIOVISUAL	21-550-7340	205.65
Amy Vance	120120AV	01/12/2021	ADULT PROGRAM	21-550-7325	25.00
NATIONAL EXTERMINATING	2374341	01/12/2021	SERVICES	21-550-6355	57.75
NATIONAL EXTERMINATING	2374430	01/12/2021	SERVICES	21-550-6355	57.50
SUMNERONE INC	2740171	01/12/2021	MAINT AGREEMENT	21-550-6110	33.57
WELLS FARGO FINANCIAL LEA	5013193901	01/12/2021	MAINT AGREEMENT	21-550-6110	92.00
INGRAM LIBRARY SERVICES	50314628	01/12/2021	BOOKS	21-550-7370	662.70
UNIQUE MANAGEMENT SERV	580972	01/12/2021	SERVICES	21-550-6355	50.00
UNIQUE MANAGEMENT SERV	598311	01/12/2021	SERVICES	21-550-6355	17.90
DE LAGE LANDEN FINANCIAL	70827567	01/12/2021	SERVICES	21-550-6355	97.00
CENGAGE LEARNING INC	72819341	01/12/2021	BOOKS	21-550-7370	69.27
CENGAGE LEARNING INC	72820017	01/12/2021	BOOKS	21-550-7370	64.37
CENGAGE LEARNING INC	72820277	01/12/2021	BOOKS	21-550-7370	114.05
CENGAGE LEARNING INC	72820566	01/12/2021	BOOKS	21-550-7370	34.98
MIDWEST TAPE LLC	99806001	01/12/2021	AUDIOVISUAL	21-550-7340	22.49
MIDWEST TAPE LLC	99808951	01/12/2021	AUDIOVISUAL	21-550-7340	36.72
MIDWEST TAPE LLC	99808952	01/12/2021	AUDIOVISUAL	21-550-7340	70.46
MIDWEST TAPE LLC	99834585	01/12/2021	AUDIVISUAL	21-550-7340	23.24
MIDWEST TAPE LLC	99834586	01/12/2021	AUDIOVISUAL	21-550-7340	44.98
MIDWEST TAPE LLC	99834587	01/12/2021	AUDIOVISUAL	21-550-7340	19.99
NORTH KC SECURITY PATROL	99921	01/12/2021	MAINT AGREEMENT	21-550-6110	30.00
Missouri Evergreen	ME1297	01/12/2021	AUTOMATION SERVICES	21-550-6455	51.76
MIDWEST TAPE LLC	99753031	01/13/2021	return for credit	21-550-7340	-22.49
<b>Department 550 - LIBRARY Total:</b>					<b>2,240.04</b>

**Department: 560 - WATER**

SPIRE MISSOURI INC	12/31/20	12/28/2020	11/25-12/28/20 Services Acct	60-560-6720	48.91
NEPTUNE TECHNOLOGY GRO	n627975	12/31/2020	NEPTUNE SOFTWARE UPGRA	60-560-6115	4,737.60
NATIONAL EXTERMINATING	2374342	01/05/2021	water plant	60-560-7110	57.75
SIDENER ENVIRONMENTAL SV	525635	01/05/2021	metering pump po4	60-560-7110	78.56
SIDENER ENVIRONMENTAL SV	525660	01/05/2021	metering pump po4	60-560-7110	78.20
PRAXAIR DISTRIBUTORS INC	60872667	01/05/2021	CO2 for water plant	60-560-7005	3,599.20
ICMA - RC RETIREMENT COM	ICMA 1-8-20	01/07/2021	DEFERRED COMP	60-560-5210	402.28
MISSOURI ONE CALL SYSTEM I	0120248	01/12/2021	Mo One Call fees for Dec 202	60-560-6090	141.45
J&D EQUIPMENT, INC.	39851	01/12/2021	Snow plow parts	60-560-7140	262.02
MEGA INDUSTRIES CORP	Change Order 2	01/12/2021	Water Treatment Plant Impro	60-560-8730	7,464.87
KNAPHEIDE TRUCK EQUIP CTR	KCJ118327	01/12/2021	Safety lights for water truck	60-560-7140	816.00
SCHULTE SUPPLY INC	51167814	01/12/2021	Water Distribution Repair Cla	60-560-7150	690.58
DOT'S OFFICE PRODUCTS INC	0022604-001	01/13/2021	office supplies Binder	60-560-7001	140.11
SHANE NEWLAND REPAIR LLC	0599	01/13/2021	PO4 pump repair	60-560-7110	317.34
HAWKINS INC	4858767	01/13/2021	CL2 for water plant	60-560-7005	1,192.56
<b>Department 560 - WATER Total:</b>					<b>20,027.43</b>

**Department: 570 - WATER POLLUTION CONTROL**

AT&T	01/03/2021	01/03/2021	1/3-2/2/21 Services Acct 816-	61-570-6730	312.92
KCMO WATER SERVICES DEPT	13175	01/05/2021	monthly water and sewer cha	61-570-6745	534,569.39
KEYSTONE LABORATORIES INC	1D08091	01/05/2021	quarterly monitoring of well fi	61-570-6430	3,796.10
NATIONAL EXTERMINATING	2374343	01/05/2021	WPC/animal control	61-570-7110	57.75
RL YATES ELECTRIC CO INC	2840	01/05/2021	Bedford pump 1 defective mo	61-570-7155	654.99
JCI INDUSTRIES INC	8206619	01/05/2021	Rem Burlington Storm Pump f	61-570-8770	6,049.30
JCI INDUSTRIES INC	8206629	01/05/2021	Remove Bedford LS Pump #2 f	61-570-8770	3,024.50
ICMA - RC RETIREMENT COM	ICMA 1-8-20	01/07/2021	DEFERRED COMP	61-570-5210	143.34
KEYSTONE LABORATORIES INC	1D09673	01/12/2021	routine labs	61-570-6430	310.00
KEYSTONE LABORATORIES INC	1D10183	01/12/2021	routine labs	61-570-6430	256.25
KEYSTONE LABORATORIES INC	1D10234	01/12/2021	routine labs	61-570-6430	291.25
KEYSTONE LABORATORIES INC	1D10235	01/12/2021	routine labs	61-570-6430	333.75
RL YATES ELECTRIC CO INC	2846	01/12/2021	Power for WPC Furnace	61-570-8730	422.50
QUALITY PLUMBING INC	87124	01/12/2021	Repair Water Leak in Drain Sy	61-570-8730	140.00
CARRIER CORPORATION	90095167	01/12/2021	HVAC repairs WPC / Animal C	61-570-7110	185.00
<b>Department 570 - WATER POLLUTION CONTROL Total:</b>					<b>550,547.04</b>

Expense Approval Report

Payment Dates: 1/6/2021 - 1/20/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Department: 580 - TRANSPORTATION</b>					
CUSTOM TREE CARE INC	19330	09/30/2020	tree trimming and removals	22-580-7181	180.00
Evergy	01/06/2021	01/05/2021	12/3/20-01/05/21 Services Ac	22-580-6710	33.60
NATIONAL EXTERMINATING	2374344	01/05/2021	street barn	22-580-7110	45.00
Evergy	01/07/2021	01/06/2021	12/06/20-01/06/21 Services	22-580-6710	33.85
ICMA - RC RETIREMENT COM	ICMA 1-8-20	01/07/2021	DEFERRED COMP	22-580-5210	274.87
Evergy	01/04/2021	01/10/2021	11/30-12/31/20 Services Acct	22-580-6711	28,255.65
Evergy	01/04/2021	01/10/2021	11/30-12/31/20 Services Acct	22-580-6712	5,332.86
CUSTOM LIGHTING SERVICES	76-1159922	01/12/2021	signal repair at Armour and Fa	22-580-7184	352.78
<b>Department 580 - TRANSPORTATION Total:</b>					<b>34,508.61</b>
<b>Grand Total:</b>					<b>830,200.18</b>

## Report Summary

## Fund Summary

Fund	Payment Amount
10 - GENERAL FUND	142,280.93
20 - PARKS & RECREATION	37,093.68
21 - LIBRARY	2,447.53
22 - TRANSPORTATION	34,995.79
24 - CONVENTION & TOURISM	13,256.84
25 - GAMING	23,333.82
44 - NORTHGATE PROJECT	288.75
60 - WATER FUND	20,701.78
61 - WATER POLLUTION CONTROL	550,720.82
63 - COMMUNITY CENTER	5,080.24
<b>Grand Total:</b>	<b>830,200.18</b>

## Account Summary

Account Number	Account Name	Payment Amount
10-2103	Show Me Court Fee	665.00
10-2251	FIRE & POLICE PENSION	7,033.96
10-2252	ICMA EE CONTRIBUTION	9,625.62
10-2259	ICMA EE ROTH CONTRIB	1,275.28
10-2266	DEPENDENT CARE	333.33
10-2267	MEDICAL REIMBURSEM	955.09
10-2410	CRIME VICTIMS COMP P	976.81
10-2412	SHERRIFF'S & INMATE'S	411.00
10-2415	SAFEHAVEN COURT FEES	545.87
10-2418	POST OFFICER TRAINING	136.00
10-2430	CLEARING	458.00
10-4710	MUNICIPAL COURT FINE	58.00
10-505-5210	CITY PAID DEFERRED CO	739.25
10-505-5490	PERSONNEL/BOARDS A	352.55
10-505-6020	AUDIT SERVICE	17,000.00
10-505-6030	OTHER LEGAL COSTS	2,447.32
10-505-6220	DUES & MEMBERSHIPS	820.80
10-505-7001	OFFICE SUPPLIES	136.45
10-506-5210	CITY PAID DEFERRED CO	70.78
10-506-7001	OFFICE SUPPLIES	31.68
10-507-6090	PROFESSIONAL SERVICE	23,707.63
10-510-5210	CITY PAID DEFERRED CO	1,392.71
10-510-5220	PENSION EXPENSE	9,810.78
10-510-7001	OFFICE SUPPLIES	125.39
10-510-7010	FIREFIGHTING SUPPLIES	33.25
10-510-7011	FIRST AID SUPPLIES	878.54
10-510-7014	QUARTERS MAINTENAN	155.12
10-510-7050	UNIFORMS	3,788.77
10-510-7125	SOFTWARE MAINT & SE	2,814.99
10-510-7140	VEHICLE MAINTENANCE	3,336.50
10-510-8750	EQUIPMENT	5,998.00
10-515-5210	CITY PAID DEFERRED CO	2,201.08
10-515-5220	PENSION EXPENSE	5,845.36
10-515-6060	COMPUTER OPERATION	1,830.00
10-515-6360	KC CRIME COMMISSION	5,000.00
10-515-7018	INVESTIGATIVE OPERATI	191.22
10-515-7050	UNIFORMS	401.26
10-515-7120	EQUIPMENT MAINTENA	619.20
10-515-7210	MINOR EQUIPMENT	423.00
10-521-5210	CITY PAID DEFERRED CO	110.63
10-521-6057	RECYCLING SERVICES	82.48
10-521-6330	CUSTODIAL SERVICES	1,760.00
10-521-7006	CUSTODIAL SUPPLIES	762.62



## Account Summary

Account Number	Account Name	Payment Amount
10-521-7110	BUILDING MAINTENANC	2,008.32
10-525-5210	CITY PAID DEFERRED CO	192.60
10-525-7001	OFFICE SUPPLIES	287.50
10-525-7090	OTHER SUPPLIES	282.60
10-526-5210	CITY PAID DEFERRED CO	337.99
10-526-7001	OFFICE SUPPLIES	65.72
10-533-6115	SOFTWARE MAINT & SE	2,730.21
10-533-6710	ELECTRICITY	531.11
10-533-6750	TRASH COLLECTION	20,503.56
20-2252	ICMA EE CONTRIBUTION	78.24
20-2267	MEDICAL REIMBURSEM	152.92
20-540-5210	CITY PAID DEFERRED CO	78.24
20-540-6115	SOFTWARE MAINTENAN	5,715.88
20-540-6710	ELECTRICITY	362.53
20-540-7110	BUILDING MAINTENANC	72.00
20-540-7190	OTHER MAINTENANCE	1,134.50
20-540-8770	INFRASTRUCTURE	29,499.37
21-2252	ICMA EE CONTRIBUTION	94.99
21-2267	MEDICAL REIMBURSEM	112.50
21-550-5210	CITY PAID DEFERRED CO	94.99
21-550-6110	MAINTENANCE AGREEM	155.57
21-550-6355	OTHER SERVICES	280.15
21-550-6455	AUTOMATION SERVICES	51.76
21-550-7009	POSTAGE & METER EXPE	105.00
21-550-7325	ADULT PROGRAMMING	164.00
21-550-7340	AUDIOVISUAL	401.04
21-550-7360	CATALOGING & PROCESS	42.16
21-550-7370	BOOKS	945.37
22-2252	ICMA EE CONTRIBUTION	445.51
22-2267	MEDICAL REIMBURSEM	41.67
22-580-5210	CITY PAID DEFERRED CO	274.87
22-580-6710	ELECTRICITY	67.45
22-580-6711	STREET LIGHTS	28,255.65
22-580-6712	LEASED TRAFFIC SIGNAL	5,332.86
22-580-7110	BUILDING MAINTENANC	45.00
22-580-7181	TREE MAINTENANCE	180.00
22-580-7184	TRAFFIC SIGNAL/STREET	352.78
24-524-6347	ADVERTISING	455.52
24-524-7006	BUSINESS FORMS/PRINT	3,789.22
24-524-8770	INFRASTRUCTURE	9,012.10
25-535-6090	PROFESSIONAL SERVICE	970.10
25-535-8700	LAND ACQUISITION	2,363.72
25-535-8730	BUILDING IMPROVEME	20,000.00
44-536-6090	PROFESSIONAL SERVICE	288.75
60-2252	ICMA EE MATCH	522.54
60-2259	ICMA EE ROTH CONTRIB	47.64
60-2267	MEDICAL REIMBURSEM	104.17
60-560-5210	CITY PAID DEFERRED CO	402.28
60-560-6090	PROFESSIONAL SERVICE	141.45
60-560-6115	SOFTWARE MAINT & SE	4,737.60
60-560-6720	GAS	48.91
60-560-7001	OFFICE SUPPLIES	140.11
60-560-7005	CHEMICALS	4,791.76
60-560-7110	PLANT MAINTENANCE	531.85
60-560-7140	VEHICLE MAINTENANCE	1,078.02
60-560-7150	DISTRIBUTION MAINTEN	690.58
60-560-8730	BUILDING IMPROVEME	7,464.87
61-2252	ICMA EE CONTRIBUTION	173.78

**Account Summary**

Account Number	Account Name	Payment Amount
61-570-5210	CITY PAID DEFERRED CO	143.34
61-570-6430	LABORATORY FEES	4,987.35
61-570-6730	TELEPHONE	312.92
61-570-6745	SEWAGE CHARGE KCMO	534,569.39
61-570-7110	BUILDING MAINTENANC	242.75
61-570-7155	LIFT STATION MAINTENA	654.99
61-570-8730	BUILDING IMPROVEME	562.50
61-570-8770	INFRASTRUCTURE	9,073.80
63-543-8750	EQUIPMENT	5,080.24
<b>Grand Total:</b>		<b>830,200.18</b>

**Project Account Summary**

Project Account Key	Payment Amount
**None**	741,145.58
2551	7,464.87
2592	562.50
2612	9,073.80
2711	5,998.00
2752	20,000.00
5841	9,012.10
5861	5,080.24
7651	2,363.72
990	29,499.37
<b>Grand Total:</b>	<b>830,200.18</b>

## **Upcoming City Items of Note**

Dates Below Are Subject to Change

Items in red are Parks & Recreation Events

Items in blue are special City Council Meetings

January 19, 2021	Last Day for Candidate Filing
January 20, 2021	Last Christmas Tree Pickup
February 15, 2021	City Hall, Library and Parks & Recreation Closed – President’s Day
March 3, 2021	Yard Waste Collection Resumes
March 27, 2021	Boneanza – Waggin’ Trail Park – 1:00 PM
April 6, 2021	Municipal Election Day
April 24, 2021	Community Shred Event – City Hall Parking Lot -- 9:00 AM to Noon
April 24, 2021	Pitch, Hit -N- Run – Macken Park – 1:00 PM
May 1-2	Bob Libbey – Macken Park Tennis Courts
May 1, 2021	Animal Vaccination Event – City Hall – 2:00 PM – 4:00 PM
May 14, 2021	Friday Night Concert –Macken Park Festival Shelter – 7:00 PM
May 15, 2021	City-Wide Garage Sale
May 18, 2021	Seniors are Special Picnic – Macken Park Festival Shelter – 11:00 AM
May 28, 2021	Movie in the Park – Macken Park Festival Shelter – Dusk
May 31, 2021	City Hall, Library and Parks & Recreation Closed – Memorial Day
June 7, 2021	Guys Griller – Parks and Recreation Center – 12:00 PM
June 11, 2021	Arts in the Park – Macken Park Festival Shelter – 5:00 PM
June 12, 2021	Arts in the Park – Macken Park Festival Shelter – 10:00 AM
June 25, 2021	A Night Out with Movie in the Park – Macken Park – 6:00 PM
July 5, 2021	City Hall, Library, Parks & Recreation Closed – Independence Day
July 9, 2021	Friday Night Concert – Macken Park Festival Shelter – 7:00 PM
July 23, 2021	Movie in the Park – Macken Park Festival Shelter – Dusk
August 13, 2021	Friday Night Concert – Macken Park Festival Shelter – 7:00 PM
August 28, 2021	Movie in the Park – Macken Park Festival Shelter – Dusk

September 6, 2021	City Hall, Library and Parks & Recreation Closed – Labor Day
September 10, 2021	Friday Night Concert – Macken Park Festival Shelter – 7:00 PM
September 18, 2021	City-wide Garage Sale
September 25, 2021	Drive-in at the Park – Macken Park – Dusk
October 9, 2021	Howl-O-Ween – Waggin’ Trail Park – 1:00 PM
October 23, 2021	Spooktacular – Macken Park Festival Shelter – 11:00 AM
November 2, 2021	Election Day
November 19, 2021	Mistletowne Market – Parks & Recreation Center – 12:00 PM
November 19, 2021	Mayor’s Tree Lighting – City Hall – 6:00 PM
November 20, 2021	Mistletowne Market – Parks & Recreation Center – 10:00 AM
November 21, 2021	Mistletowne Market – Parks & Recreation Center – 12:00 PM
November 22, 2021	Feel the Warmth – Parks & Recreation
November 25-26, 2021	City Hall, Library and Parks & Recreation Center Closed – Thanksgiving
December 11, 2021	Holiday Wonderland – Parks & Recreation Center – 11:00 AM
December 24, 2021	City Hall, Library and Parks & Recreation Center Closed – Christmas
December 31, 2021	City Hall, Library and Parks & Recreation Center Closed – New Year’s Day



# Service Summary

- Date Range: 2020-12-01 to 2021-01-13
- Agencies: Northland Assistance Center
- Funds CARES Fund

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Service	Entries	Units	Cost(USD)	Clients	Households	Adults	Children	Seniors	Individuals
Housing - Rent	12	12.0	10912.88	12	12	12	2	4	18
Utility - Electric	3	3.0	2371.84	3	3	4	0	0	4
Totals	15	15.0	13284.72	13	13	16	2	4	22

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**Minutes of the North Kansas City, Missouri City Regular Council Meeting of  
January 19, 2021**

The City Council met in regular session on Tuesday, January 19, 2021, via an on-line platform at 7:00 p.m. As a precautionary measure during the Covid-19 Pandemic, 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 Nakhodo, 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  
Stephen Roberts, IT Manager  
Tom Barzee, City Counselor  
Nick Hawkins, Finance Manager

Mayor Stielow called the meeting to order at 7:00 p.m.

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

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. Clarke, yes

Approval of Agenda

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

There were no comments from the public.

Comments from the Public

The Consent Agenda contained the following items:

Consent Agenda

Approval of the minutes of the Work Session of January 5, 2021

Approval of the minutes of the Regular Council Meeting of January 5, 2021

Re-appointment of Michael Schumacher to the Hospital Board of Trustees

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

North Kansas City Hospital Covid-19 Report. Dr. Stephen Reintjes provided a report to the Council earlier in the week regarding Covid cases at North Kansas City Hospital. City Administrator Eric Berlin stated that the City is currently working with Clay County Health Department, local municipalities and North Kansas City Hospital in an effort to help residents obtain a Covid-19 vaccine. He stated that the current thinking is to set up a single County-wide location in the Liberty area. Councilmembers provided feedback on this idea. Mr. Berlin indicated that he would make their wishes known to those involved in this process.

North Kansas City Hospital Covid-19 Report

Presentation by Cathy Boyer-Shesol of the Communities for All Ages Gold Level distinction. Ms. Boyer-Shesol congratulated the City on this accomplishment. She thanked all those involved, both staff and residents, who helped in reaching this milestone. Tull, yes – C. Clevenger, yes – C. Stewart, yes. Motion carried, 8-0.

Presentation – Cathy Boyer-Shesol – Communities for All Ages Gold Level

Consideration of a Resolution Approving Second Side Letter Agreement Between the City and 18<sup>th</sup> & Swift, LLC Extending the Time to Commence Construction of Infrastructure and Project Improvements (Resolution No. 21-004). City Administrator Berlin stated that on December 29, 2020, the City and 18<sup>th</sup> & Swift LLC

Resolution No. 21-004 – Side Letter – Extension of Time – 18<sup>th</sup> & Swift

approved a temporary license agreement which authorizes the City to continue to use the property upon which is located a City parking lot until such time as the Developer is ready to commence construction of the infrastructure for its apartment and commercial project. The City and the Developer are continuing to diligently work together to resolve certain parking matters within the Project and in the general vicinity thereof. The parties need additional time to accomplish these objectives. Therefore, before the Council is an action to extend the deadline for commencement of construction of the infrastructure work and the Project improvements, pursuant to the terms of a Second Side Letter Agreement, as described in the staff memo. Staff recommends approval. Discussion ensued. C. Smith moved to approve Resolution No. 21-004, seconded by C. Farr. The roll was called, and the vote was as follows: C. Clarke, yes – C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes – C. Clevenger, yes – C. Stewart, yes. Motion carried, 8-0.

Consideration of a Resolution Approving Granicus Proposal for North Kansas City and Master Subscription Agreement Between the City and Granicus Saas, LLC (Resolution No. 20-005). City Administrator Berlin asked Assistant City Administrator Kim Nakahodo to present this item to Council. Ms. Nakahodo stated that in July, the City issued a Request for Qualifications (RFQ) for a Website Redesign and Web Hosting Services. In late August, the City received 16 responses from vendors across the nation. In its memo, staff reviews the key items on which the submittals were evaluated and recommends Granicus as the company to develop and host a new website. Mr. Will Trost of Granicus gave a short presentation to the Council. Discussion ensued. C. DeLong moved to approve Resolution No. 21-005, seconded by C. Farr. The roll was called, and the vote was as follows: C. Clarke, yes – C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes – C. Clevenger, yes – C. Stewart, yes. Motion carried, 8-0

Discussion of Re-instituting the Temporary Parklet License Program. City Administrator Berlin stated that last summer the City Council approved the creation of a temporary parklet license program to permit the conversion of on-street parking spaces to uses such as curbside patio seating. The program has expired. Councilmember Clevenger has requested a discussion of re-instituting the program in the spring. C. Clevenger stated that he thought this would be a good idea to help our local businesses while Covid restrictions are still in place. Discussion ensued. Staff will bring an item to Council regarding this and will include a start date and end date at an upcoming meeting.

Resolution No. 21-005  
– Award of Contract –  
Website Development  
and Maintenance

Discussion of Re-  
instituting the  
Temporary Parklet  
License Program



Authorizing Payment for Certain Accounts Due and Payable by the City Through January 15, 2021 {Bill No. 7572 (Ordinance No. 9369)}. C. Farr moved that Bill No. 7572 be placed on first reading, seconded by C. Smith. The roll was called, and the vote was as follows: C. Clarke, yes – C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes – C. Clevenger, yes – C. Stewart, yes. Motion carried, 8-0. Bill No. 7572 was read. C. Farr moved that Bill No. 7572 be placed on second and final reading and passed as Ordinance No. 9369, seconded by C. Smith. The roll was called, and the vote was as follows: C. Clarke, yes – C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes – C. Clevenger, yes – C. Stewart, yes. Motion carried, 8-0. Bill No. 7571 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9369, was signed and approved by the Mayor and attested by the City Clerk.

City Administrator Berlin stated the Upcoming City Items of Note, Streetcar Resolution Update, and the Northland Assistance Center CARES Fund Update were included in the Council packets for review. City Administrator Berlin also stated that the MML Conference is coming up in early February. At this time, the City has reserved four rooms at the Capitol Plaza Hotel. Unless the City Clerk hears different, she will release three of these rooms. City Administrator Berlin, Assistant City Administrator Kim Nakahodo, and Councilmember Bryant DeLong will all be attending the conference virtually. Councilmember Zach Clevenger will be going to the conference in Jefferson City.

C. Clarke congratulated the City on reaching the Communities for All Ages Gold Level. She also stated that she was looking forward to the new website development and the start of vaccinating Clay County residents against Covid.

C. Farr commended the Public Works' crews for their excellent work at removing the snow this past week.

C. DeLong congratulated the City staff and residents on reaching the Communities of All Ages Gold Level. He also thanked the Public Works staff for coming out over the weekend to help with a sewer issue in his neighborhood.

C. Saper had nothing at this time.

Ordinance No. 9369 –  
Approving Accounts  
Due and Payable by  
the City Through  
January 15, 2021

Staff Comments

Councilmembers'  
Comments

C. Smith commended the Fire Department on a job well done at quickly putting out a fire on the levee at a homeless camp. He also stated that there has been a lot of discussion regarding the apartments that are no longer going to be built at the North Kansas City Bowl location. He suggested that a Work Session be held to discuss the City's goals for development.

C. Tull stated she believes C. Smith's idea regarding a work session on development is a good idea. She also congratulated everyone on obtaining the Communities for All Ages Gold Level. She stated she would also like to see a more local location for our residents to receive Covid vaccines.

C. Clevenger echoed the comments about the vaccines and the Communities for All Ages award. He thanked Rick Worner, Master Developer at One North, for giving him and C. Saper a tour of the hotel and the apartments. He also stated that a meeting will be set up after the MML legislative conference to discuss items with our representatives.

C. Stewart also gave kudos to the Public Works' crews for treating the streets and for the snow removal this past week.

Mayor Stielow stated he would like to see a local location for our residents to receive a Covid vaccine.

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 §610.0212). C. Farr moved to go into Executive Session at 7:46 PM, seconded by C. Clevenger. The roll was called, and the vote was as follows: C. Clarke, yes – C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes – C. Clevenger, yes – C. Stewart, yes. Motion carried, 8-0.

Executive Session

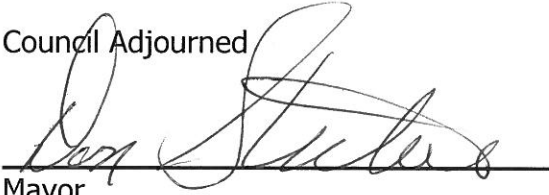
Consideration of a Request to Hold and Recess Into an Executive Session, as Requested by the City Administrator, to be Held on This Date, on a Real Estate Matter Pursuant to Missouri Revised Statutes §610.0212). C. Farr moved to go into Executive Session at 7:46 PM, seconded by C. Clevenger. The roll was called, and the vote was as follows: C. Clarke, yes – C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes – C. Clevenger, yes – C. Stewart, yes. Motion carried, 8-0. Executive Session

Executive Session

C. Smith moved to go back into Regular Session and adjourn at 9:25 PM, seconded by C. Tull. The roll was called, and the vote was as follows: C. Clarke, yes – C. Farr, not present – C. DeLong, not present – C. Saper, yes – C. Smith, yes, C. Tull, yes – C. Clevenger, not present – C. Stewart, yes. Motion carried, 5-0.


Adjournment

Council Adjourned



Mayor

Attest:



City Clerk

Approved this 2<sup>nd</sup> Day of February 2021