

**CITY OF NORTH KANSAS CITY, MISSOURI  
REGULAR COUNCIL MEETING**

**AMENDED**

**March 2, 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 Regular Council Meeting of February 16, 2021**
- 6. Re-appointment of Sheila M. Lillis to North Kansas City Hospital Board of Trustees**
- 7. Park Board Appointment - Valerie Swearingen – To Fulfill the Unexpired Term for Pamela Tucker**
- 8. Resolution of Appreciation – Pamela Tucker**

## Regular Items

**9. \*Short-term Conditional Use Permit Application – Neon Wild – Beer Garden**

Neon Wild has submitted a Short-term Conditional Use Permit application for a beer garden at 1700 Swift Street on Saturday, March 13, 2021, from 9:00 a.m. to 9:00 p.m. it involves the setting up of a 30' x 80' tent, with music and alcohol being served. The applicant expects 400 attendees over the course of the day.

**10. Fifth Amendment to Option to Purchase and First Amendment to Development Agreement - 1007 Armour (Gallery Lofts Project) {Bill No. 7584 (Ordinance No. 9381)}**

Gallery Lofts Investor Partner, LP has requested that the City Council approve a Fifth Amendment to Agreement for Option to Purchase Property and First Amendment to Development Agreement with regards to the Gallery Lofts project, generally located on City-owned property at 1007 Armour Road. The purpose of this action is to extend the latest permissible closing date on the sale of the property to April 30, 2021.

**11. Award of Contract – Sewer/Water Rate Study (Resolution No. 21-012)**

The FY 2021 Budget includes funding for a sewer and water rate study. In its memo, staff summarizes the procurement for this project, and recommends Raftelis as providing the lowest and best proposal. A resolution has been prepared accordingly for Council approval.

**12. Upcoming Development Discussion – Meeting and Public Participation Plan**

At its meeting of February 16, 2021, the City Council indicated agreement with the process that staff suggested for a discussion of development in North Kansas City. The process suggested by staff included 1) a work session on the Master Plan, 2) a work session discussion of the City development process and review of the City's economic development tools and Economic Development Incentive Policy, and 3) General Discussion, to occur at a special meeting. The first step in this process was a work session on the Master Plan that occurred earlier tonight. In its memo, staff suggests a plan for the next steps in this process, including the seeking of public input.

**13. Budget Amendment – Parking Lot Design Task Order (Resolution No. 21-013)**

At its meeting of February 16, 2021, the City Council approved measures which, among other things, call for the City to design and construct a parking lot between 16<sup>th</sup> Avenue and 18<sup>th</sup> Avenue. The following item on the Council’s agenda is a task order with the City’s consulting engineer, Wilson & Company, for design of the parking lot, in the amount of \$45,000. Accordingly, before the Council is a budget amendment in the Gaming Fund in that amount.

**14. Task Order – Wilson & Company – 16<sup>th</sup> & Clay Parking Lot Design (Resolution No. 21-014)**

On February 16, 2021, the City Council approved a Parking Development Agreement with Storsafe IV, LLC for the construction of a surface parking lot, a portion of which will be owned by the City and the remainder owned by Storsafe IV, LLC. The agreement establishes that the City will design and construct the parking lot. The Task Order before the Council authorizes Wilson & Company, the City’s on-call engineer, to design and prepare construction documents for the parking lot improvements. The final plans will include all plans and specifications necessary for bidding by contractors. Wilson will also provide a construction cost estimate. This cost for this task order is \$45,000. As this project was not anticipated at the time the Council adopted the 2020-2021 Budget, a Budget Amendment to the Gaming Fund to cover the cost of this work was before the City Council for approval in the item before this on the Council agenda.

**15. \*Proposed Sidewalk on Fayette Between 26<sup>th</sup> and 27<sup>th</sup>**

At its meeting of February 16, 2021, the City Council considered a resolution authored by Councilmember Saper regarding the construction of a sidewalk on Fayette Street between 26<sup>th</sup> Avenue and 27<sup>th</sup> Avenue. Staff was asked to obtain additional information and bring this item back to Council for consideration. In its memo, staff provides additional information. Staff seeks direction as to how to proceed.

**16. Renewal of Medical Director Contract {Bill No. 7585 (Ordinance No. 9382)}**

The State of Missouri requires all paramedic and emergency medical technician ambulance services to retain a medical director to provide oversight and training. The City has contracted with Dr. Steven Russell as medical director for several years. In his memo, the Fire Chief reviews Dr. Russell’s annual contract and recommends renewal for the period from April 1, 2020 – March 31, 2021.

**17. License Agreement for Camera at 1600 Swift Street {Bill No. 7586 (Ordinance No. 9383)}**

The Police Department operates several exterior cameras around the city to monitor traffic and safety issues in certain areas. One of these cameras is mounted in the formerly city-owned parking lot at 18<sup>th</sup> and Swift. With the development of the parking lot by a private developer it has become necessary to relocate this camera. In his memo, the Police Chief recommends approval of a license agreement to relocate the camera at 1600 Swift Street.

**18. Approving Accounts Due and Payable by the City through February 26, 2021 {Bill No. 7587 (Ordinance No. 9384)}.**

**19. Staff Comments**

- Upcoming City Items of Note

**20. Councilmember Comments**

**21. Mayor's Comments**

**22. Adjournment**

**\*Item has been added or changed from the original agenda.**

**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 Regular Council Meeting of February 16, 2021**

The City Council met in regular session on Tuesday, February 16, 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  
Casey Campbell, Human Resources Manager  
Nick Hawkins, Finance Manager  
Stephen Roberts, IT Manager  
Tom Barzee, City Counselor  
Crystal Doss, City Clerk

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

The roll was called. The following councilmembers were present: Tom Farr, Bryant DeLong, Anthony Saper, Lisa Tull, Zachary Clevenger, and Amie Clarke. Councilmember Smith arrived at 7:12 PM.

Roll Call

The meeting opened with the Pledge of Allegiance.

Opening

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

Approval of Agenda

C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes. Motion carried, 7-0.

David Johnson, Maxus Properties, thanked the staff and the Council for their work resolving the parking issues at 18<sup>th</sup> and Swift. He stated the plan the City now has is not perfect but is moving in the right direction.

Comments from the Public

Richard Lanning, NT Realty, also thanked the staff and the Council for their work resolving the parking issues around 18<sup>th</sup> and Swift. Mr. Lanning stated he is now looking forward to a successful development in this area.

The Consent Agenda contained the following items:

Consent Agenda

Approval of the minutes of the Regular Council Meeting of February 2, 2021

Appointment of James Daniel Trotter to Equity and Inclusion Committee

Short-Term Conditional Use Permit for Pro Print

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

North Kansas City Hospital Covid-19 Report. City Administrator Eric Berlin stated that the North Kansas City Hospital has provided a report on the current Hospital situation and response to Covid-19.

North Kansas City Hospital Covid-19 Report

Consideration of a Resolution Stating the Official Intent of the City of North Kansas City, Missouri, to Issue Its Industrial Development Revenue Bonds in a Principal Amount Not to Exceed \$7,000,000 to Finance the Costs of a Project Under the Provisions of Sections 100.010 to 100.200 RSMo (Resolution No. 21-010). City Administrator Berlin stated that the City has received an application from SPS Companies, Inc. and its subsidiary Steel Ventures, LLC, which does business as Exltube in North Kansas City (“the applicant”), for an economic development incentive authorized by Chapter 100 of Missouri Statutes (“Chapter 100”). The company is starting a new business and is seeking a Chapter 100 incentive to construct a new standalone facility at 101 W. 10<sup>th</sup> Avenue to produce a higher grade of specialty pipe than what it currently produces in its existing Exltube plant. In order to

Resolution No. 20-010  
-- Exltube Chapter 100  
Bond Issuance Request  
– Resolution of Intent

facilitate the development, the company is seeking an incentive under Chapter 100. Specifically, the applicant seeks real estate tax abatement of 50% for 10 years, and sales tax exemption on the construction materials to be used. Before the Council is a resolution expressing the intent of the City to grant the incentive. In its memo, staff analyzes the request and recommends in favor of passage of the resolution of intent. Discussion ensued. The City's Financial Advisor, Matt Webster of Stifel, and Dirk Daveline and Bill Snyder of Exltube were present to answer questions. C. Farr moved to approve Resolution No. 20-010, seconded by C. Smith. The roll was called, and the vote was as follows: C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes – C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes. Motion carried, 8-0.

Consideration of An Ordinance Adopting and Approving a Contract By and Between the City of North Kansas City, Missouri, and the Kansas City Area Transportation Authority for Public Transportation Services Within the City of North Kansas City, Missouri {Bill No. 7576 (Ordinance 9373)}. City Administrator Berlin asked Assistant City Administrator Kim Nakahodo to present this item to Council. Ms. Nakahodo stated that before Council is a 6-month renewal of the contract between the Kansas City Area Transit Authority (KCATA) and the City for bus service (fixed-route through the city and MetroFlex service [point-to-point]) within North Kansas City.) In its memo, staff outlines the terms of the proposed six-month renewal. Staff recommends approval of the service contract for the period January 1 – June 30, 2021. Discussion ensued. Don Bowlin from the KCATA was available to answer questions. Councilmembers expressed concern about the cost of the flex service on a per-trip basis and asked staff to explore and bring back alternatives for consideration before the next contract renewal. C. Farr moved that Bill No. 7576 be placed on first reading, seconded by C. DeLong. The roll was called and the vote was as follows: C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes – C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes. Motion carried, 8-0. Bill No. 7576 was read. C. Farr moved that Bill No. 7576 be placed on second and final reading and passed as Ordinance No. 9373, seconded by C. Clevenger. The roll was called and the vote was as follows: C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes – C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes. Motion carried, 8-0. Bill No. 7576 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9373, was signed and approved by the Mayor and attested by the City Clerk.

Ordinance No. 9373 –  
Renewal of Service  
Contract with Kansas  
City Area Transit  
Authority – Fixed Route  
and Flex Service

Consideration of an Ordinance Adopting and Approving (1) Parking Development Agreement and (2) Reciprocal Easements Agreement Between StorSafe IV, L.L.C. and the City of North Kansas City, Missouri, Regarding Certain Real Property Owned by StorSafe IV, L.L.C. and the City of North Kansas City, Missouri, Generally Located North of 16<sup>th</sup> Avenue, East of Clay Street, South of 18<sup>th</sup> Avenue and West of Swift in the City of North Kansas City, Missouri; and Authorizing the Mayor and City Clerk to Execute Said Documents on Behalf of the City {Bill No. 7578 (Ordinance No. 9375)}. City Administrator Berlin stated that the City and 18<sup>th</sup> & Swift LLC (the "Developer") have been working to implement a revised parking agreement that will swap the City's 87 spaces of ground floor structured parking for approximately 143 spaces on the surface lot to the West of the Storsafe building between Swift and Clay streets and North of W. 16<sup>th</sup> Avenue (see the site plan attached to this memorandum). The site of the surface lot is currently owned by the Developer. The Developer acquired the parking lot from an adjacent property owner and from the BNSF railroad and the Developer has made an offer to transfer such property to the City in exchange for the City exchanging the 87 spaces within the Developer's parking structure.

Pursuant to this, before the Council is a Parking Development Agreement between the City and StorSafe relating to the development, ownership and mutual use of the new parking. The Parking Development Agreement implements the land swaps between StorSafe and the City and details the construction of the new City parking lot. The Reciprocal Easements Agreement creates mutual rights of use between the City parking parcel and the StorSafe parcel for operation of a surface parking lot of approximately 300 spaces. Each party will have rights of access to parking lots. Staff recommends approval. Discussion ensued. C. Farr moved that Bill No. 7578 be placed on first reading, seconded by C. Smith. The roll was called, and the vote was as follows: C. Farr, yes – C. DeLong, no – C. Saper, no – C. Smith, yes – C. Tull, no – C. Clevenger, yes – C. Stewart, yes – C. Clarke, no. Motion was tied 4-4. Mayor Stielow broke the tie by voting yes. Motion carried, 5-4. Bill No. 7578 was read. C. Farr moved that Bill No. 7578 be placed on second and final reading and passed as Ordinance No. 9375, seconded by C. Clevenger. The roll was called, and the vote was as follows: C. Farr, yes – C. DeLong, no – C. Saper, no – C. Smith, yes – C. Tull, no – C. Clevenger, yes – C. Stewart, yes – C. Clarke, no. Motion was tied 4-4. Mayor Stielow broke the tie by voting yes. Motion carried, 5-4. Bill

Ordinance No. 9375 –  
Parking Development  
Agreement and  
Reciprocal Easements  
Agreement with  
StorSafe IV, LLC

No. 7578 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9375, was signed and approved by the Mayor and attested by the City Clerk.

Consideration of an Ordinance Adopting and Approving Agreement of Purchase and Sale Between 18<sup>th</sup> & Swift, LLC (As Seller) and the City of North Kansas City, Missouri (As Purchaser), for Certain Real Property Generally Located at 200 East 16<sup>th</sup> Avenue in the City of North Kansas City, Missouri {Bill No. 7579 (Ordinance No. 9376)}. City Administrator Berlin stated that the City and 18<sup>th</sup> & Swift LLC (the "Developer") have been working to implement a revised parking agreement that will swap the City's 87 spaces of ground floor structured parking for approximately 143 spaces on the surface lot to the West of the StorSafe building between Swift and Clay streets and North of W. 16<sup>th</sup> Avenue (see the site plan attached to this memorandum). The site of the surface lot is currently owned by the Developer. The Developer acquired the parking lot from an adjacent property owner and from the BNSF railroad and the Developer has made an offer to transfer such property to the City in exchange for the City exchanging the 87 spaces within in the Developer's parking structure.

Pursuant to this, before the Council is an Agreement of Purchase and Sale between the Developer and the City. This property was formerly owned by George Guastello and the BNSF railroad. The City will purchase for \$1.00 and the purchase is conditioned on an agreement between the City and StorSafe relating to the development of the surface parking. The Agreement includes a three-story height restriction on the portion of the land to be retained by the City. Staff recommends approval. Discussion ensued. C. Farr moved that Bill No. 7579 be placed on first reading, seconded by C. Smith. The roll was called, and the vote was as follows: C. Farr, yes – C. DeLong, no – C. Saper, no – C. Smith, yes – C. Tull, no – C. Clevenger, yes – C. Stewart, yes – C. Clarke, no. Motion was tied 4-4. Mayor Stielow broke the tie by voting yes. Motion carried, 5-4. Bill No. 7579 was read. C. Farr moved that Bill No. 7579 be placed on second and final reading and passed as Ordinance No. 9376, seconded by C. Smith. The roll was called, and the vote was as follows: C. Farr, yes – C. DeLong, no – C. Saper, no – C. Smith, yes – C. Tull, no – C. Clevenger, yes – C. Stewart, yes – C. Clarke, no. Motion was tied 4-4. Mayor Stielow broke the tie by voting yes. Motion carried, 5-4. Bill No. 7578 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed.

Ordinance No. 9376 –  
Purchase and Sale  
Agreement – 18<sup>th</sup> and  
Swift

Said Bill was then numbered 9376, was signed and approved by the Mayor and attested by the City Clerk.

Consideration of An Ordinance Approving Second Amended and Restated Development Agreement By and Between the City of North Kansas City Missouri and 18<sup>th</sup> and Swift, LLC; and Authorizing the Execution Thereof on Behalf of the City by the Mayor {Bill No. 7580 (Ordinance No. 9377)}. City Administrator Berlin stated that the City and 18<sup>th</sup> & Swift LLC (the "Developer") have been working to implement a revised parking agreement that will swap the City's 87 spaces of ground floor structured parking for approximately 143 spaces on the surface lot to the West of the StorSafe building between Swift and Clay streets and North of W. 16<sup>th</sup> Avenue (see the site plan attached to this memorandum). The site of the surface lot is currently owned by the Developer. The Developer acquired the parking lot from an adjacent property owner and from the BNSF railroad and the Developer has made an offer to transfer such property to the City in exchange for the City exchanging the 87 spaces within in the Developer's parking structure.

Pursuant to this, before the Council is a Second Amended and Restated Development Agreement between the Developer and the City. This agreement implements the trade of the structured parking for the surface parking and eliminates the City requirement for \$600,000 Public Parking Shared Costs and the \$750,000 payment to the Developer for parking and infrastructure-related costs. The repayment of this sum was secured by a Community Improvement District ("CID"). The CID will now be terminated. Staff recommends approval. Discussion ensued. C. Farr moved that Bill No. 7580 be placed on first reading, seconded by C. Stewart. The roll was called and the vote was as follows: C. Farr, yes – C. DeLong, yes – C. Saper, no – C. Smith, yes – C. Tull, yes – C. Clevenger – yes, C. Stewart, yes – C. Clarke – yes. Motion carried 7-1. Bill No. 7580 was read. C. Farr moved that Bill No. 7580 be placed on second and final reading and passed as Ordinance No. 9377, seconded by C. Smith. The roll was called and the vote was as follows: C. Farr, yes – C. DeLong, yes – C. Saper, no – C. Smith, yes – C. Tull, yes – C. Clevenger – yes, C. Stewart, yes – C. Clarke – yes. Motion carried 7-1. Bill No. 7580 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9377, was signed and approved by the Mayor and attested by the City Clerk.

Ordinance No. 9377 --  
Second Amended and  
Restated Development  
Agreement – 18<sup>th</sup> and  
Swift

Consideration of an Ordinance Approving an Omnibus Amendment of Documents Relating to the City's \$47,250,000 Aggregate Maximum Principal Amount Taxable Industrial Development Revenue Bonds (18<sup>th</sup> & Swift Project) Series 2020, and Authorizing the Execution of Such Amendment on Behalf of the City by the Mayor {Bill No. 7581 (Ordinance No. 9378)}. City Administrator Berlin stated that the City and 18<sup>th</sup> & Swift LLC (the "Developer") have been working to implement a revised parking agreement that will swap the City's 87 spaces of ground floor structured parking for approximately 143 spaces on the surface lot to the West of the StorSafe building between Swift and Clay streets and North of W. 16<sup>th</sup> Avenue (see the site plan attached to this memorandum). The site of the surface lot is currently owned by the Developer. The Developer acquired the parking lot from an adjacent property owner and from the BNSF railroad and the Developer has made an offer to transfer such property to the City in exchange for the City exchanging the 87 spaces within in the Developer's parking structure.

Pursuant to this, before the Council is an Omnibus Amendment of Documents Relating to the City's Series 2020 Chapter 100 Bonds. Because the City will no longer own the structured parking the Chapter 100 Bond documents need to be amended to reflect the transfer of such ownership to the Developer. This accomplishes the transfer of the City's structured parking to the Developer and also is a "cleanup" amendment necessitated by the financing related to the Developer's private lender and has no financial impact on the City. Staff recommends approval. Discussion ensued. C. Farr moved that Bill No. 7581 be placed on first reading, seconded by C. Clevenger. The roll was called and the vote was as follows: C. Farr, yes – C. DeLong, yes – C. Saper, no – C. Smith, yes – C. Tull, yes – C. Clevenger – yes, C. Stewart, yes – C. Clarke – yes. Motion carried 7-1. Bill No. 7581 was read. C. Farr moved that Bill No. 7581 be placed on second and final reading and passed as Ordinance No. 9378, seconded by C. Smith. The roll was called and the vote was as follows: C. Farr, yes – C. DeLong, yes – C. Saper, no – C. Smith, yes – C. Tull, yes – C. Clevenger – yes, C. Stewart, yes – C. Clarke – yes. Motion carried 7-1. Bill No. 7581 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9378, was signed and approved by the Mayor and attested by the City Clerk.

Ordinance No. 9378 –  
Omnibus Amendments  
to Chapter 100 Bond  
Documents

Consideration of an Ordinance Adopting and Approving Termination of Parking Structure Maintenance Agreement Between the City of North Kansas City, Missouri, and 18<sup>th</sup> & Swift, LLC, Regarding the 18<sup>th</sup> and Swift Development Project {Bill No. 7582 (Ordinance No. 9379)}. City Administrator Berlin stated that the City and 18<sup>th</sup> & Swift LLC (the "Developer") have been working to implement a revised parking agreement that will swap the City's 87 spaces of ground floor structured parking for approximately 143 spaces on the surface lot to the West of the StorSafe building between Swift and Clay streets and North of W. 16<sup>th</sup> Avenue (see the site plan attached to this memorandum). The site of the surface lot is currently owned by the Developer. The Developer acquired the parking lot from an adjacent property owner and from the BNSF railroad and the Developer has made an offer to transfer such property to the City in exchange for the City exchanging the 87 spaces within in the Developer's parking structure.

Pursuant to this, before the Council is a Termination of Parking Structure Maintenance Agreement. Because the City will no longer have any structured parking spaces, the City and the Developer will execute the termination agreement. After closing, the ownership, costs and maintenance of the parking structure will be solely a Developer responsibility. Staff recommends approval. Discussion ensued. C. Farr moved that Bill No. 7582 be placed on first reading, seconded by C. Smith. The roll was called and the vote was as follows: C. Farr, yes – C. DeLong, yes – C. Saper, no – C. Smith, yes – C. Tull, yes – C. Clevenger – yes, C. Stewart, yes – C. Clarke – yes. Motion carried 7-1. Bill No. 7582 was read. C. Farr moved that Bill No. 7582 be placed on second and final reading and passed as Ordinance No. 9379, seconded by C. Stewart. The roll was called and the vote was as follows: C. Farr, yes – C. DeLong, yes – C. Saper, no – C. Smith, yes – C. Tull, yes – C. Clevenger – yes, C. Stewart, yes – C. Clarke – yes. Motion carried 7-1. Bill No. 7582 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9379, was signed and approved by the Mayor and attested by the City Clerk.

Consideration of a Resolution Approving and Granting Modifications to the National Electrical Code for Certain Construction at 18<sup>th</sup> and Swift (Resolution No. 21-007). City Administrator Berlin asked Community Development Director Sara Copeland to present this time to Council. Ms. Copeland stated that the developer of the 18<sup>th</sup> & Swift apartments has requested that the City waive the requirement of installing

Ordinance No. 9379 –  
Termination of Parking  
Structure Maintenance  
Agreement

Resolution No. 21-011  
– Code Modification  
Request



electrical receptacle outlets on the balconies of the referenced structure when constructed, as required by the City Code. Staff believes the request to be reasonable and recommends approval of a site-specific code modification by eliminating the requirement of Chapter 15.32 of the City Code. Article 210, Section 210.52 E (3) and not installing electrical receptacle outlets on the balconies of the 18<sup>th</sup> & Swift Apartments. Discussion ensued. The item died due to lack of a motion.

Consideration of a Resolution Amending the Convention and Tourism Fund for Fiscal Year 2021-2021 by Appropriating \$336,960 to the Convention and Tourism Fund for the Armour Road Complete Street Project (Resolution No. 21-007). City Administrator Berlin asked Community Development Director Copeland to present this item to Council. Ms. Copeland stated that at the February 2, 2021 meeting, the City Council directed staff to move forward on the planned Phase 2 improvements to the Armour Road Complete Street project as well as several adjustments to the complete street. A budget amendment in the amount of \$336,960 is needed and has been prepared for consideration. Discussion ensued. C. Tull moved to approve Resolution No. 21-007, seconded by C. Clarke. The role was called, and the vote was as follows: C. Farr, no – C. DeLong, yes – C. Saper, yes – C. Smith, yes – C. Tull, yes – C. Clevenger, yes – C. Stewart, no – C. Clarke, yes. Motion carried, 6-2.

Consideration of a Resolution Approving Task Order No. 6 with WSP USA Inc. for Certain Engineering Work Related to the City's Armour Road Complete Street Plan (Resolution No. 21-008). City Administrator Berlin asked Community Development Director Copeland to present this item to Council. Ms. Copeland stated that Task Order #6 with WSP Engineers pursuant to the City's professional services agreement directs the preparation of basic plans for work being done by City staff and bid plans for the Fayette Street right turn lane, traffic signal modification, and Howell Street intersection improvements that will all be put out to bid. Staff recommends approval of the task order. Discussion ensued. C. DeLong moved to approve Resolution No. 21-008, seconded by C. Clarke. The role was called, and the vote was as follows: C. Farr, no – C. DeLong, yes – C. Saper, yes – C. Smith, yes – C. Tull, yes – C. Clevenger, yes – C. Stewart, no – C. Clarke, yes. Motion carried, 6-2.

Resolution No. 21-007  
– Budget Amendment  
– Armour Road  
Complete Streets  
Project

Resolution No. 21-008  
– Task Order #6 with  
WSP Engineers –  
Armour Road Complete  
Street Improvements

Appointment of Councilmembers to Streetcar Workgroup. City Administrator Berlin stated that at its meeting of January 5, 2021, the City Council adopted 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. In its memo, staff summarizes the discussion it has had with the Streetcar Authority and RideKC, and recommends that the City Council designate three councilmembers to join with the City Administrator and Community Development Director to compose this workgroup. Discussion ensued. C. Smith made a motion for C. Tull, C. Clevenger, and C. DeLong to serve on this committee, and C. DeLong will be allowed to continue to serve whatever the outcome the April 6, 2021, election, seconded by C. Clarke. The roll was called, and the vote was as follows: C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes – C. Tull, yes – C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes. Motion carried, 8-0.

Authorizing Payment for Certain Accounts Due and Payable by the City Through February 12, 2021 {Bill No. 7583 (Ordinance No. 9380)}. C. Farr moved that Bill No. 7583 be placed on first reading, seconded by C. Stewart. The roll was called, and the vote was as follows: C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes – C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes. Motion carried, 8-0. Bill No. 7583 was read. C. Farr moved that Bill No. 7583 be placed on second and final reading and passed as Ordinance No. 9380, seconded by C. Tull. The roll was called, and the vote was as follows: C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes – C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes. Motion carried, 8-0. Bill No. 7583 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9380, was signed and approved by the Mayor and attested by the City Clerk.

City Administrator Berlin stated the Upcoming City Items of Note, YMCA December 2020 Financial Report, and the &MCA Annual Financial Report for 2020 were included in the Council packets for review.

C. Farr commended City services for keeping the streets cleaned during the recent snow.

C. DeLong stated that the City's Emergency Operations Plan needs to be updated with a section on helping the residents and the homeless during periods of extreme cold. He thanked staff for helping to find

Appointment of Councilmembers to Streetcar Workgroup

Ordinance No. 9380 – Approving Accounts Due and Payable by the City Through February 12, 2021

Staff Comments

Councilmembers' Comments

solutions for residents and people who might have fallen through the safety net during this recent extreme cold spell.

C. Saper stated that with the cold and Covid doom and gloom, there is a bright spot as the baseball players are headed to Spring training camp.

C. Smith stated that during this extreme cold to keep pipes dripping to avoid pipes freezing. He also commended the Public Works department on their great job at keeping the streets cleared during this last winter storm.

C. Tull thanked Cerner, NKC Hospital, and City staff for their efforts with Operation Safe. She thanked Police Chief Kevin Freeman for offering the Police Department as a warming center. She also thanked Tom Barzee for his work on 18<sup>th</sup> and Swift parking situation.

C. Clevenger congratulated the YMCA on their financial statements. He also thanked City crews for their work on clearing the streets. C. Clevenger thanked the City for allowing the Police Department to be a warming space.

C. Stewart thanked the City crews for their work at keeping the streets clear. He stated it is colder here today than it is in Alaska. He also stated that he was at Operation Safe and it was working very smoothly.

C. Clarke stated she was proud of the warming center in North Kansas City, and that staff had transported several people to shelters. She stated she heard only great things about Operation Safe. She reminded everyone that if you leave your faucets dripping, use cold water.

Mayor Stielow stated he 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 Counselor, to be Held on This Date, on a Litigation Matter Pursuant to Missouri Revised Statutes §610.021(1). C. Farr moved to go into Executive Session at 8:58 PM, seconded by C. Stewart. The roll was called, and the vote was as follows: C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes – C. Clevenger, yes – C. Stewart, yes, C. Clarke, yes. Motion carried, 8-0.

Executive Session

C. Smith moved to go back into Regular Session and adjourn at 9:12 PM, seconded by C. Clarke. The roll was called, and the vote was as follows: C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes – C. Clevenger, yes – C. Stewart, yes, C. Clarke, yes. Motion carried, 8-0. | Adjournment

Council Adjourned

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Mayor

Attest:

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City Clerk

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

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## MEMORANDUM



**TO:** Honorable City Council

**FROM:** Mayor Don Stielow

**DATE:** March 2, 2021

**RE:** Board Reappointment

The following board reappointment will be on the March 2, 2021, agenda for your consideration and approval:

NORTH KANSAS CITY HOSPITAL BOARD OF TRUSTEES

Reappointment of Sheila M. Lillis, term to expire March 20, 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 the City Clerk at (816) 274-6000.

Name: SHEILA M. LILLIS Date: 3/7/2017

Address: 7213 N. PARK AVE City: GLADSTONE State: MO

Phone Number: (816) 468-8411 Hm E-Mail: irlshlill63@gmmh.com  
(816) 308-5406 cell

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

- Hospital Board of Trustees
- Library Board
- Park & Recreation Board
- Board of Zoning Adjustment
- Police & Fire Personnel Board
- Liquor Control Board of Review
- City Planning Commission
- NKC Special Road District Commissioners
- Tax Increment Financing (TIF) Commission
- NKC Levee District

**Sheila M. Lillis, C.P.R.P.**  
7213 North Park  
Gladstone, Missouri 64118  
(816) 468-8411

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**PROFESSIONAL EXPERIENCE:**

**City of Gladstone, Missouri**

Director of Parks & Recreation and Facilities	April, 2002 – January, 2015, Retired
Recreation Supervisor	January, 1990-April, 2002
Recreation Coordinator	June, 1987-January, 1990

- Manage and direct municipal park operations and recreation programs which include nine municipal buildings, 12 parks, Community Center, Amphitheatre, Municipal pool, hiking, walking and bike trails, soccer and ball fields, tennis and basketball courts, lakes, shelters, batting cage and oversight of 85 programs and services
- Prepare, administer and facilitate a \$5.2 million annual operating budget
- Recommend and administer 5-year Capital Improvement Plan
- Negotiate, manage and monitor departmental contracts
- Coordinate departmental efforts to apply and receive grant funding
- Establish and maintain effective working relationships
- Facilitate appointed volunteer boards and commissions
- Manage and monitor construction contracts for city services
- Direct the departmental manpower of 24 full-time employees, 140 part-time employees, and over 350 volunteers.
- Initiated efforts on behalf of City to be recognized as a Tree City through the National Arbor Association
- Developed the Park Watch program

**City of Kansas City, Missouri**

Recreation Director I	June, 1985 – June, 1987
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- Planned, scheduled and promoted youth soccer, t-ball and basketball
- Contracted and trained officials, rule revision/adaptation and implementation
- Procured awards, equipment and facilities for leagues
- Developed and administered tournaments, clinics and
- Assisted in budget planning and preparation of monthly and quarterly reports
- Monitored and evaluated all youth programs

**Sheila M. Lillis, C.P.R.P.**

page 2

**CERTIFICATIONS:**

Certified Parks and Recreation Professional - NRPA  
National Youth Sports Coaches Association Certified Clinician and Chapter Director  
American Red Cross - Water Safety Instructor and CPR

**PROFESSIONAL AFFILIATIONS and COMMUNITY SERVICE:**

Frank and Margaret McGee Fund – Fund Consultant 2014 to Present  
McGee Foundation - Vice President and Secretary 1993 – Present

National Recreation and Parks Association (NRPA) 1987 – 2015

1996 Conference Committee Co-Chair Volunteers

Missouri Parks and Recreation Association (MPRA) 1983 - 2015

2003 – Kansas City Metro Golf Tournament Committee

1999 - 2000 Membership Chairperson

1994 - 1996 Publication Committee

Greater Missouri Leadership Challenge, Class of 2006

North Kansas City School District Community Education, Board Member 2002 – 2015

Mid-America Regional Council Transportation Enhancement Committee 2002 – 2015

Northland Christmas Store - 1989, 1990, 1991 Co-Chairman; Board Member 1989 – 2014

Greater Kansas City Sports Commission

Gladstone Rotary

Gladstone Chamber of Commerce

**AWARDS and ACCOMPLISHMENTS:**

Northland Regional Chamber of Commerce – Distinguished Service Award 2015

Northland Neighborhood Champion Award 2009

Gladstone Theatre in the Park Advisory Committee – Distinguish Service Award 2007

Gladstone City Council – Gladstone Amphitheatre Construction 1995

MPRA - Outstanding NYSCA Clinician Award 1993

MPRA - Outstanding Young Professional Award 1992

Gladstone City Council – Mayor’s Christmas Tree Program Contribution 1989

**EDUCATION:**

University of Missouri, Kansas City

12 hours toward Master of Public Administration

Central Missouri State University, Warrensburg, Missouri

Bachelor of Science, May 1985

Major: General Recreation

Minor: Business Management

**REFERENCES:**

References available upon request



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## MEMORANDUM



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**TO:** Honorable City Council  
**FROM:** Mayor Don Stielow  
**DATE:** March 2, 2021  
**RE:** Board Appointment

The following board appointment will be on the March 2, 2021, agenda for your consideration and approval:

NORTH KANSAS CITY PARKS AND RECREATION BOARD

Appointment of Valerie Swearingen, to fulfill the unexpired term of Pamela Tucker, term to expire May 31, 2023.

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: Valerie Swearingen Date: 12/11/2020

Address: 3008 Howell

City: North Kansas City State: MO Zip: 64116

Phone Number: 816-352-0189 E-Mail: vswearingen@gmail.com

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 Personnel 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
- Equity and Inclusion Committee (2-Year Term)



Why are you interested in serving the City of North Kansas City on a board or commission? Do you have an interest in a particular board or commission and if so, why?

I was fortunate enough to be on the Parks & Rec board 10(ish) years ago. I enjoy learning all I can about Northtown and how I can best use my voice to make it an even better place to live and raise a family. I'd be honored to be on the Planning Committee, the Parks and Rec board or the Library board. I have interest in all of them!

Do you have previous civic experience or particular qualifications that you believe you can bring to the board or commission? If so, please describe in the space below. If you have a current resume, please attach (*not required*).

As a previous member of the Parks & Rec Board, I have experience with how their budget works, how short-term and long-term planning is done, and how the boards and commissions partner with the city as a whole. Personally, I'm able to think rationally and communicate with the other members to find the best possible solution. I pride myself on my ability to partner with others and use our collective skills to achieve an excellent outcome. \*Professional resume attached.

Please describe the days of the week, times of day, or evenings you are available.

I work from home full-time, yet my schedule is flexible. I could be avail. for all meetings.

If there are no vacancies for the board you are interested in, we will contact you when a vacancy becomes available to determine if you are still willing and able to serve at that time.

Thank you for your interest in serving your community!



# VS

## VALERIE SWEARINGEN

3008 HOWELL STREET, NORTH KANSAS CITY, MO 64116

### OBJECTIVE

I would like to be considered for appointment to a NKC Board or Commission. I feel I'd be most helpful on the Planning Commission, Library Board or the Parks and Recreation Board.

### SKILLS

I'm an active member of the community and take great pride in what we've built in Northtown. My experiences have provided a great deal of knowledge around how to plan and execute projects in a professional manner.

### WORK EXPERIENCE

#### PROCTER & GAMBLE • 2003 - PRESENT

US Brand Manager-Content & Community, 2020-present; Ambassador, 2015-present; Customer Sales Specialist, 2015-2020; Marketing & Operations Specialist, 2011-2015; Retail Account Coordinator, 2006-2011; 3<sup>rd</sup> Party Coordinator, 2003-2006

Over 18+ years at P&G, responsibilities have included managing multi-million dollar marketing budgets, verifying project performance, analyzing sales data, designing and creating digital and print marketing campaigns, scheduling merchandisers within mass and drug retailers across the US, and most recently, designing a social media platform via blog content and community groups to increase daily conversations and build customer relations.

#### ACA BUSINESS CLUB, KANSAS CITY NORTH • 2019 - PRESENT

##### Partner/Designer

My husband and I are the owners of an ACA Business Club location in the Northland that brings executives, professionals, and business owners together to serve, support and encourage each other.

### VOLUNTEER EXPERIENCE

YouthFriend • NKC High School Library Media Center

Hornet Hive Founding Member • NKC High School

Habitat for Humanity • Kansas City, Kansas

Previous Board Member • NKC Parks & Recreation

### EDUCATION

Post-Graduate Courses toward Master in Business Admin • DeVry

Bachelor of Business Administration • UMKC • 1998

Associate of Arts • Johnson County Community College • 1994



[vswearingen@gmail.com](mailto:vswearingen@gmail.com)



816-352-0189



[www.linkedin.com/in/valerie-swearingen](http://www.linkedin.com/in/valerie-swearingen)

# Resolution of Appreciation

Honoring

**Pamela Tucker**

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**Whereas**, the City of North Kansas City, Missouri depends upon its citizen volunteers to give of their time, talents, expertise and common sense in serving on City boards, commissions and committees, which service is provided on behalf of all residents and businesses of the City, thereby making the City a better place to live, work and enjoy life; and

**Whereas**, **Pamela Tucker** has been one such citizen volunteer, who was first appointed by the Mayor of the City of North Kansas City, Missouri, to the North Kansas City Parks and Recreation Board in March 2014 and has continued to serve on this board until resigning in February 2021; and

**Whereas**, **Ms. Tucker** is a loyal and dedicated citizen of the City of North Kansas City, Missouri; and

**Whereas**, **Ms. Tucker** has served the City's residents and businesses with dedication and professionalism since her appointment to the North Kansas City Parks and Recreation Board, during which time she advanced the best interests of the City; and

**Whereas**, **Ms. Tucker** has contributed freely of her time, energies, and abilities toward the promotion, growth, and development of the City of North Kansas City.

**Now, Therefore, be it Resolved** that the Council of the City of North Kansas City hereby gratefully records and extends its sincere appreciation to Pamela Tucker for her dedication and excellent service rendered to the City; and be it further

**Resolved** that this resolution of appreciation be part of the official records of the City, and a copy thereof, signed by the Mayor, be presented to Pamela Tucker as an expression of appreciation for Ms. Tucker and as a means of honoring her for her service to the community.

**Done** in my office this 2<sup>nd</sup> day of March in the he year of two thousand and twenty-one.

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Don Stielow, *Mayor*

PERMIT NO: \_\_\_\_\_

APPLICATION FOR SPECIAL EVENT PERMIT

APPLICANT NAME: Neon Wild  
MAILING ADDRESS: 1802 Clay st  
PHONE: 8164216366 EMAIL: neonwildnkc@yahoo.com

----- EVENT INFORMATION -----

NAME OF EVENT [I.E. JONES WEDDING]: Neon beer garden  
EVENT DATE: 03/13/2021 EVENT HOURS: 9am-9pm  
EVENT LOCATION (Address): 1700 Swift st  
PROPERTY OWNER: John Miller PHONE: 8165191961

NAME & PHONE NUMBER OF TWO PEOPLE WHO WILL BE ONSITE MANAGING EVENT:

PERSON 1: David Cox 816-447-6166  
PERSON 2: Dawn Hulbert 816-309-5611

DETAILED DESCRIPTION OF EVENT:

Beer garden across from Neon wild

NUMBER OF EXPECTED ATTENDEES: 400 IS THIS A HIGHER OCCUPANCY LOAD  
THAN PERMITTED BY YOUR CERTIFICATE OF OCCUPANCY:  YES  NO  N/A

IF YES, ESTIMATE ATTENDEES OVER NORMAL LIMIT: \_\_\_\_\_

IS THIS EVENT  PUBLIC  PRIVATE [INVITATION ONLY]

WILL EVENT BE HELD WITHIN 100 FEET OF A CHURCH OR SCHOOL:  YES  NO

WILL FOOD BE SERVED:  YES  NO [IF YES, CONTACT CLAY COUNTY HEALTH AT 816-595-4350]

WILL YOUR SPECIAL EVENT INCLUDE:  DJ/BAND/MUSIC  STAGE  TENT  OPEN FLAMES

STREET CLOSING  ALCOHOL  HEATERS  SECURITY  PYROTECHNICS  FOOD

IS EVENT:  INDOORS  OUTDOORS  OTHER \_\_\_\_\_

WILL THERE BE SECURITY:  ARMED  UNARMED HOW MANY: 8



ARE YOU REQUESTING SPECIAL SERVICES FROM THE CITY OF NKC?  YES  NO

IF YES, EXPLAIN: \_\_\_\_\_

IF REQUESTING A STREET CLOSURE, HAVE YOU NOTIFIED THE PROPERTY OWNERS EFFECTED BY THE CLOSURE?  YES  NO

----- FOR OUTDOOR EVENTS -----

WILL THERE BE A TENT?  YES  NO IF YES, HOW MANY SQUARE FEET? 30ftx80ft

LIST TYPE OF BARRICADE TO BE USED TO ENCLOSE THE EVENT:

PLASTIC SNOW FENCE  WOOD BARRICADES  STEEL BIKE RACKS  CHAIN LINK

OTHER \_\_\_\_\_

HOW MANY PORTA-POTTIES WILL BE ONSITE FOR EVENT: 5

----- FOR EVENTS REQUESTING ALCOHOL -----

WHO IS THE LIQUOR LICENSE HOLDER: Neon Wild

WHAT BUSINESS ARE THEY WITH: Neon Wild LLC

[SEE ATTACHED REQUIREMENTS AND POLICIES GOVERNING TEMPORARY CATERER'S PERMITS.]

-----  
APPLICANTS PRINTED NAME: David Cox

APPLICANTS SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

----- CITY APPROVALS -----

- DIAGRAM OF PREMISE**
- PROPERTY OWNER APPROVAL**
- COPY OF STATE OF MISSOURI TCP**

APPLICATION RECEIVED BY \_\_\_\_\_ DATE: \_\_\_\_\_

FIRE MARSHALL APPROVAL \_\_\_\_\_ DATE: \_\_\_\_\_

POLICE DEPARTMENT APPROVAL \_\_\_\_\_ DATE: \_\_\_\_\_

DIRECTOR OF LIQUOR CONTROL APPROVAL \_\_\_\_\_ DATE: \_\_\_\_\_

ACTION BY CITY COUNCIL \_\_\_\_\_ DATE: \_\_\_\_\_

## MEMORANDUM

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**TO:** Mayor; City Councilmembers

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

**RE:** *Fifth Amendment to Agreement for Option to Purchase Property and First Amendment to Development Agreement Between the City and Gallery Lofts Investor Partner, LP—Reinstating Agreements and Extending Certain Dates.*

**DATE:** March 2, 2021

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

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### **I. DEVELOPER’S REQUEST**

For the reasons set forth in the attached letter from Christopher Barhorst, attorney for Gallery Lofts Investor Partner, LP (the “**Developer**”), the Developer has requested that the City approve, by ordinance, the Fifth Amendment to Agreement for Option to Purchase Property and First Amendment to Development Agreement (the “**Agreement**”). See Ordinance No. 9381 and the Agreement attached hereto, immediately following this Memorandum and the Barhorst letter.

### **II. PURPOSE OF DEVELOPER’S REQUEST**

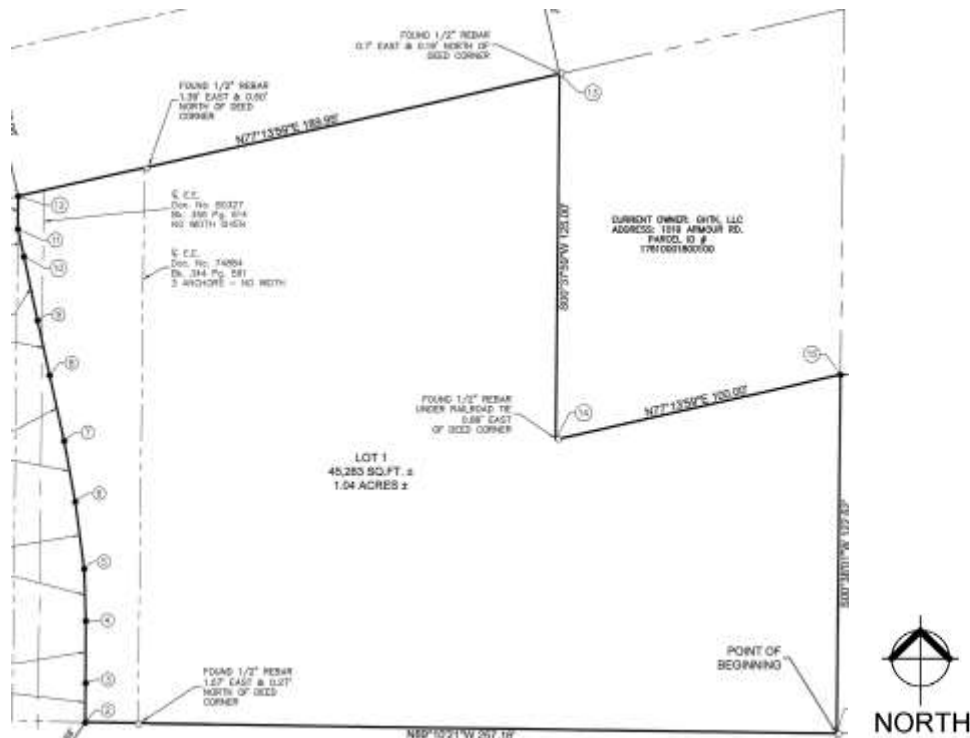
**Option to Purchase.** The purpose for requesting the Fifth Amendment to Agreement for Option to Purchase Property (the “**Fifth Option Amendment**”) is to (a) reinstate the Agreement for Option to Purchase Property and (b) extend the Closing Date to no later than April 30, 2021.

**Development Agreement.** The purpose for requesting the First Amendment to Development Agreement (the “**First Development Amendment**”) is to (a) reinstate the Development Agreement; (b) extend the Latest Permissible Closing Date to April 30, 2021; and (c) eliminate any right of the Developer to extend the Latest Permissible Closing Date past April 30, 2021, without the City’s prior written consent.



**III. BACKGROUND INFORMATION**

As you will recall from prior discussions regarding the Gallery Lofts project, the City is currently the owner of real property generally located at 1007 Armour Road (the location of the former White Castle restaurant). The former White Castle property is the property that originally was the subject of a certain Agreement for Option to Purchase Property with Matt Adam Development Co., Inc., (“**Matt Adam**”), dated February 6, 2018, which option was approved by passage of Ordinance No. 9061. With the prior approval of the City, on April 3, 2019, Matt Adam assigned the Option Agreement to Yarco-Devco, LLC, which assignment was approved by the City with the passage of Ordinance No. 9186 on April 2, 2019. Subsequently, on August 27, 2020, Yarco-Devco, LLC assigned the Option Agreement to Gallery Lofts Investor Partner, LP, which assignment was approved by the City with the passage of Ordinance No. 9354 on November 3, 2020. As part of this project, and in addition to the former White Castle property, at the request of the Developer, the City has also agreed to sell a relatively small strip of property immediately to the west of the former White Castle property. By action of the City Council on June 2, 2020, Ordinance No. 9306 was enacted removing the strip of land from the terms of the Operating Agreement with the YMCA. The following is a drawing of the property to be developed, with Armour Road generally running along the top (north), Linn along the right side (east), and the strip coming from the YMCA parcel being on the left side (west):



MEMO TO MAYOR AND CITY COUNCIL

RE: Fifth Amendment to Agreement for Option to Purchase  
and First Amendment to Development Agreement  
with Gallery Lofts Investor Partner, LP

March 2, 2021

Page 3

#### **IV. SUMMARY**

In order to continue with this project, it is requested that the City Council consider and approve the Fifth Amendment to Agreement for Option to Purchase Property and First Amendment to Development Agreement. By passage of the accompanying ordinance, the Agreement attached to the ordinance will accomplish the following:

1. Reinstate both the Option Agreement and Development Agreement;
2. Extend both the Closing Date in the Option Agreement and the Latest Permissible Closing Date in the Development Agreement to April 30, 2021; and
3. Eliminate any right of the Developer to extend the latest Permissible Closing Date past April 30, 2021, without the prior written consent of the City.

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



February 23, 2021

Eric Berlin  
City Administrator  
City of North Kansas City, Missouri  
2010 Howell Street  
North Kansas City, MO 64116

Re: Gallery Lofts  
1007 Armour Road, North Kansas City, Missouri  
Request for Reinstatement and Extension of Agreement for Option to Purchase  
Property

Dear Mr. Berlin:

I represent Gallery Lofts Investor Partner, LP, the optionee for land at 1007 Armour Road in North Kansas City, Missouri. My client assumed the Agreement for Option to Purchase Property ("Option"), dated February 6, 2018, and as amended, with the City of North Kansas City, which Option was originally with Matt Adam Development Co., Inc. The Option will expire after Friday, and I am requesting a reinstatement and extension of the Option and extensions of any deadlines appropriate under the related Development Agreement dated November 3, 2020. I am also requesting that the reinstatement and extension of the Option be placed on the agenda for the City Council's next meeting.

The sources of funds to construct the project include:

1. Equity from an investor;
2. a construction loan from Missouri Housing Development Commission,
3. a second mortgage loan from Missouri Housing Development Commission, and
4. a third mortgage loan through the Missouri Housing Development Commission Affordable Housing Assistance Program ("AHAP").

We have had the equity transaction and first and second loans ready to close since January, but we have had some trouble with the AHAP loan. The AHAP program requires an eligible donor, in this case U.S. Bank, N.A., to make a donation to an eligible nonprofit corporation, which nonprofit corporation will then lend those funds to the project owner on favorable terms. The donated funds for the AHAP loan have been in escrow since last summer, but the nonprofit corporation identified by my client as the AHAP lender could not get comfortable with the AHAP loan structure. After recently learning of this setback, my client identified another nonprofit to act as AHAP lender, and, as such, we believe the situation has been addressed. We anticipate closing in March, but to avoid having to ask for an additional extension or any other amendments, we are requesting an extension of the Option through April 30.

Eric Berlin, City Administrator  
February 23, 2021  
Page 2

Specifically, my client is requesting that the Closing Date as defined in the Option and in the Development Agreement be extended from February 26, 2021 to April 30, 2021, so that the Closing with the City on the project site, the Chapter 100 bonds, the construction loan from MHDC, the second loan from MHDC, the AHAP loan, and the equity transaction can take place simultaneously.

Please do not hesitate to contact me if you have any questions regarding the foregoing.

Sincerely,

RAMSEY BARHORST, LLC



Christopher Barhorst

CB: dmm

cc: Steve Sparks (via email to [sssparks@bclplaw.com](mailto:sssparks@bclplaw.com))  
Mike Humphrey (via email to [mrhumphrey@bclplaw.com](mailto:mrhumphrey@bclplaw.com))  
Thomas E. Barzee, Jr. (via email to [tebarzee@nkc.org](mailto:tebarzee@nkc.org))  
Matthew Webster (via email to [websterma@stifel.com](mailto:websterma@stifel.com))

**AN ORDINANCE ADOPTING AND APPROVING FIFTH AMENDMENT TO AGREEMENT FOR OPTION TO PURCHASE PROPERTY AND FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF NORTH KANSAS CITY, MISSOURI, AND GALLERY LOFTS INVESTOR PARTNER, LP, REGARDING CERTAIN REAL PROPERTY GENERALLY LOCATED AT AND ADJOINING 1007 ARMOUR ROAD IN NORTH KANSAS CITY, MISSOURI.**

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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**, upon passage of Ordinance No. 9061, the City entered into a certain Agreement for Option to Purchase Property with Matt Adam Development Co., Inc., a Kansas corporation (“**Matt Adam**”), dated February 6, 2018 (collectively with all prior amendments, the “**Option Agreement**”); and

**WHEREAS**, on April 3, 2019, Matt Adam assigned the Option Agreement to Yarco-Devco, LLC, a Missouri limited liability company (“**Yarco**”), which assignment was approved by the City by passage of Ordinance No. 9186 on April 2, 2019; and

**WHEREAS**, as of August 27, 2020, Yarco assigned the Option Agreement to Gallery Lofts Investor Partner, LP, a Missouri limited partnership (the “**Developer**”), which assignment was approved by the City by passage of Ordinance No. 9354 on November 3, 2020; and

**WHEREAS**, the Developer desires to redevelop certain real property in the City, which property is legally described as Lot 1, NORTH KANSAS CITY GALLERY LOFTS, North Kansas City, Clay County, Missouri, according to the recorded plat thereof (the “**Property**”); and

**WHEREAS**, the City is the owner in fee simple title to the Property for which the Developer seeks to modify the Option Agreement; and

**WHEREAS**, the Developer has been approved to receive certain tax credits for its redevelopment project in the City; and

**WHEREAS**, on November 3, 2020, the City approved the Development Agreement between the parties by passage of Ordinance No. 9356 and authorized the Mayor to execute the Development Agreement on behalf of the City; and

**WHEREAS**, the City and the Developer entered into the Development Agreement dated November 3, 2020, with respect to the Property (the “**Development Agreement**”), which, controls the parties’ respective rights and obligations regarding the ownership, use, development, and operation of the Property after the closing on the Property; and

**WHEREAS**, the City and the Developer desire to enter into the Fifth Amendment to Agreement for Option to Purchase Property (the “**Fifth Option Amendment**”) for the purpose of (a) reinstating the Option Agreement and (b) extending the Closing Date to no later than April 30, 2021; and

**WHEREAS**, the Parties desire to amend the Development Agreement (the “**First Development Amendment**”) for the purpose of (a) reinstating the Development Agreement, (b) extending the Latest Permissible Closing Date to April 30, 2021 and (c) eliminating any right of the Optionee to extend the Latest Permissible Closing Date past April 30, 2021.

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

**Section 1.** Finding of Best Interest to Amend Option Agreement and Development Agreement. The City Council of North Kansas City hereby finds and declares that it is in the best interest of the citizens and City of North Kansas City to (a) amend the Agreement for Option to Purchase Property between the City of North Kansas City, Missouri and Gallery Lofts Investor Partner, LP for the purposes set forth therein; and (b) amend the Development Agreement between the City of North Kansas City, Missouri and Gallery Lofts Investor Partner, LP for the purposes set forth therein.

**Section 2.** Authorization of Fifth Option Amendment and First Development Amendment. The provisions of the Fifth Amendment to Agreement for Option to Purchase Property and First Amendment to Development Agreement are hereby approved and adopted by the City Council of the City of North Kansas City, Missouri. The Mayor and the City Clerk are hereby authorized and directed to execute the Fifth Amendment to Agreement for Option to Purchase Property and First Amendment to Development Agreement on behalf of the City of North Kansas City, Missouri. The City Council hereby authorizes the City to enter into the Fifth Amendment to Agreement for Option to Purchase Property and First Amendment to Development Agreement for the purposes set forth therein, which Fifth Amendment to Agreement for Option to Purchase Property and First Amendment to Development Agreement shall be in substantially the form of **Exhibit 1**, attached hereto and incorporated herein by reference.

**Section 3.** Further Authority. The City shall, and the mayor, city clerk, city officials and employees of the City are hereby authorized and directed to take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

**Section 4.** Severability. The sections, paragraphs, sentences, clauses and phrases of this Ordinance shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of this Ordinance are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

**Section 5.** Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

**Section 6.** Effective Date. This Ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor.

**PASSED** this 2<sup>nd</sup> day of March, 2021.

\_\_\_\_\_  
Don Stielow, *Mayor*

**ATTEST:**

\_\_\_\_\_  
Crystal Doss, *City Clerk*

**APPROVED** this 2<sup>nd</sup> day of March, 2021.

\_\_\_\_\_  
Don Stielow, *Mayor*

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Anthony W. Bologna, *City Attorney*

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

# **EXHIBIT “1”**



**FIFTH AMENDMENT TO  
AGREEMENT FOR OPTION TO PURCHASE PROPERTY  
AND FIRST AMENDMENT TO DEVELOPMENT AGREEMENT**

**THIS FIFTH AMENDMENT TO AGREEMENT FOR OPTION TO PURCHASE PROPERTY AND FIRST AMENDMENT TO DEVELOPMENT AGREEMENT** (this “**Amendment**”) is entered into this \_\_\_\_\_ day of March, 2021, by and between the **CITY OF NORTH KANSAS CITY, MISSOURI**, a municipal corporation duly organized under the laws of the State of Missouri (the “**City**” or “**Optionor**”), and **GALLERY LOFTS INVESTOR PARTNER, LP**, a Missouri limited partnership (the “**Developer**”, “**Company**” or “**Optionee**”), with Optionee and the City each referred to herein as a “**Party**” and collectively the “**Parties**.”

**WHEREAS**, the Optionor entered into a certain Agreement for Option to Purchase Property with Matt Adam Development Co., Inc., a Kansas corporation (“**Matt Adam**”), dated February 6, 2018, and the Agreement for Option to Purchase was amended by that certain First Amendment/Addendum to Agreement for Option to Purchase Property dated January 15, 2019 between Matt Adam and Optionor, as further amended by that certain Second Amendment/Addendum to Agreement for Option to Purchase Property between Optionor and Yarco-Devco, L.L.C. dated December 17, 2019, as further amended by that certain Third Amendment to Agreement for Option to Purchase Property between Optionor and Optionee dated November 3, 2020 and by that certain Fourth Amendment to Agreement for Option to Purchase Property between Optionor and Optionee dated January 26, 2021 (collectively, the “**Option Agreement**”).

**WHEREAS**, on April 3, 2019, Matt Adam assigned the Option Agreement to Yarco-Devco, L.L.C., which assignment was approved by the Optionor upon passage of Ordinance No. 9186 on April 2, 2019.

**WHEREAS**, on August 27, 2020, Yarco-Devco, L.L.C., assigned the Option Agreement to Optionee, which assignment was approved by the Optionor upon passage of Ordinance No. 9354 on November 3, 2020.

**WHEREAS**, the Optionee desires to redevelop certain real property in North Kansas City, which property is legally described as follows: Lot 1, NORTH KANSAS CITY GALLERY LOFTS, North Kansas City, Clay County, Missouri, according to the recorded plat thereof (the “**Property**”).

**WHEREAS**, the Optionor is the owner in fee simple title of the Property for which the Optionee seeks to purchase.

**WHEREAS**, the Optionor and the Optionee have negotiated the terms and conditions of a Development Agreement dated as of November 3, 2020 with respect to the Property (“**Development Agreement**”), which memorializes certain rights and obligations of each Party in relation to the development of a multi-family development in the North Kansas City limits, more particularly described therein and referenced herein as the “**Project**”. The Development Agreement controls the Parties’ respective rights and obligations with respect to the ownership, use, development, and operation of the Property after the Closing.

**WHEREAS**, by its terms the Option Agreement expired February 26, 2021 since the Closing did not occur by the close of business February 26, 2021.

**WHEREAS**, by its terms the Development Agreement expired February 26, 2021 since the Closing did not occur by the Latest Permissible Closing Date.

**WHEREAS**, the Parties desire to amend the Option Agreement for the purpose of reinstating the Option Agreement and extending the Closing Date to no later than April 30, 2021.

**WHEREAS**, the Parties desire to amend the Development Agreement for the purpose of reinstating the Development Agreement, extending the Latest Permissible Closing Date to April 30, 2021 and eliminating any right of the Optionee to extend the Latest Permissible Closing Date past April 30, 2021.

**NOW, THEREFORE**, for mutual considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Reinstatement of the Option Agreement. Optionor and Optionee hereby reinstate the Option Agreement in its entirety, except as modified by this Amendment.
2. Extension of Closing Date in Option Agreement. The Closing Date deadline as provided for in the Option Agreement is extended to April 30, 2021.
3. Reinstatement of Development Agreement. City and Company hereby reinstate the Development Agreement in its entirety, except as modified in this Amendment.
4. Section 4.1 of the Development Agreement.

Section 4.1 of the Development Agreement shall hereafter provide, in toto, as follows:

4.1. The Closing. The Closing of the sale of the Project Site to the Company and the issuance of the Bonds (the “**Closing**”) shall occur not later than April 30, 2021 (the “**Latest Permissible Closing Date**”).

The City and Company further agree that the Company shall NOT hereafter have any right to extend the Latest Permissible Closing Date without the prior written consent of the City.

5. Definitions. Terms not otherwise defined in this Amendment shall have the Definitions set forth in the Option Agreement and the Development Agreement, respectively.
6. No Modification. Except as specifically modified by this Amendment, each and every other term and condition of the Option Agreement and the Development Agreement, respectively, shall remain unchanged and in full force and effect without modification.
7. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute one and the same instrument. Each Party may rely upon electronic mail counterparts of this Amendment signed by

the other Party with the same effect as if such Party had received an original counterpart signed by such other Party.

**[Remainder of Page Intentionally Blank]**

**IN WITNESS WHEREOF**, the Optionor and the Optionee have duly executed this Amendment pursuant to all requisite authorizations as of the date first above written.

**CITY OF NORTH KANSAS CITY, MISSOURI**,  
a municipal corporation duly organized under the  
laws of the State of Missouri

---

Don Stielow, Mayor

[SEAL]

ATTEST:

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Crystal Doss, City Clerk

**OPTIONEE:**

**GALLERY LOFTS INVESTORS PARTNER,  
LP, a Missouri limited partnership**

By: NKC Gallery Lofts GP, LLC, a Missouri  
limited liability company, its general partner

By: Gallery Lofts MGR, LLC, a Missouri  
limited liability company, its manager

By   
Name: Jonathan Cohn  
Title: Manager

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# MEMORANDUM

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**TO:** Mayor and City Council  
City Administrator

**FROM:** Nick Hawkins, Finance Manager

**DATE:** March 2, 2021

**RE:** Water and Sewer Rate Study Recommendation

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Budget Authority: WPC Fund - \$35,000

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The FY 2021 Budget includes funding for a water and sewer rate study. The need for this study is driven primarily by sharply increasing City costs for operating its sewer system, the need to examine causes for these increasing costs, and to devise an appropriate rate strategy for addressing them. Reasons for the City's increasing sewer operating increasing costs include but are not necessarily limited to increasing amounts paid to Kansas City, Missouri for sewer treatment and significant capital repairs in recent years.

The City issued a Request for Proposals in November. Three firms responded: Raftelis, Toth and Associates, Inc., and NewGen Strategies and Solutions. A summary of the responses including timeline and cost is below:

<b>Firm</b>	<b>Timeline (Weeks)</b>	<b>Estimated Hours</b>	<b>Cost</b>
<b>Raftelis</b>	8	82	\$ 19,890
<b>Toth and Associates</b>	10	220	\$ 30,000
<b>NewGen Strategies and Solutions</b>	16	304	\$ 59,240

City staff reviewed the response and based upon the three submittals unanimously recommend the proposal of Raftelis as the lowest and best proposal.

Raftelis completed the last rate study for the City in 2017, and in addition to being a leader both regionally and nationally in water and sewer rate studies, they have a

strong familiarity with North Kansas City's water and sewer utilities and their structure. In the last year, they worked in 44 states and conducted more than 900 studies. Recent local governments in the region they have worked with include the City of Wichita, the City of Columbia, the City of Jefferson, and the Little Blue Valley Sewer District. Raftelis is a locally based firm in Kansas City.

City staff is confident in the timeline and work schedule provided by Raftelis. Therefore, staff recommends Raftelis be engaged to complete the Water and Sewer Rate Study for the City of North Kansas City.

## RESOLUTION NO. 21-012

### A RESOLUTION APPROVING CONTRACT BETWEEN RAFTELIS FINANCIAL CONSULTANTS, INC. AND THE CITY OF NORTH KANSAS CITY FOR A WATER AND SEWER RATE STUDY

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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 has undertaken a Request for Proposals to obtain services for a water and sewer rate study for the City and, after thorough review and careful consideration of the responses, City staff has recommended Raftelis Financial Consultants, Inc., (the “**Contractor**”) as the lowest and best bidder for the water and sewer rate study; and

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

**WHEREAS**, the City and the Contractor now desire to approve and enter into the Contract Services Agreement for Water and Sewer Rate Study (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 the Contract Services Agreement for Water and Sewer Rate Study with Raftelis Financial Consultants, Inc., 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 the Agreement and 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 2<sup>nd</sup> day of March, 2021.

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Don Stielow, *Mayor*

ATTEST:

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Crystal Doss, *City Clerk*

# **EXHIBIT “1”**

**CONTRACT SERVICES AGREEMENT FOR  
WATER AND SEWER RATE STUDY**

**THIS CONTRACT SERVICES AGREEMENT** (this “**Agreement**”) is made and entered into this \_\_\_\_ day of February, 2021, by and between the CITY OF NORTH KANSAS CITY, MISSOURI, a third class city and municipal corporation in the State of Missouri (the “**City**”) and RAFTELIS FINANCIAL CONSULTANTS, INC., a North Carolina corporation, authorized to do and doing business in the State of Missouri (the “**Contractor**”).

**WITNESSETH:**

**WHEREAS**, the City is desirous of entering into an agreement with the Contractor, whereby the Contractor will provide certain services to the City, all as set forth hereinafter in this Agreement and the Contractor is desirous of entering in an agreement with the City.

**NOW, THEREFORE**, it is agreed by and between the parties hereto as follows:

**1.0 SERVICES OF CONTRACTOR**

1.1 **Scope of Services.** In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A”, and incorporated herein by reference, which services may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, the Contractor represents and warrants that the Contractor is a provider of first class work and services and the Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, the Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purposes intended. For the purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 **Contractor’s Proposal.** The Scope of Services shall include the Contractor’s proposal which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern. A copy of the proposal is attached hereto as Exhibit “B”.

1.3 **Compliance with Law.** All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.4 **Licenses, Permits, Fees and Assessments.** The Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. The Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor’s performance of the services required by this Agreement, and shall indemnify, defend and hold harmless the City against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against the City hereunder.

1.5 **Familiarity with Work.** By executing this Agreement, the Contractor warrants that the Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

1.6 **Care of Work.** The Contractor shall adopt reasonable methods during the life of this Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans,

studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by the City, except such losses or damages as may be caused by the City's own negligence.

1.7 **Further Responsibilities of Parties.** Both parties agree to use reasonable care and diligence to perform their respective obligations under the Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 **Additional Services.** The City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless written order is first given by the City to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform the Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation must be approved by the City Council. It is expressly understood by the Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. The Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than the Contractor anticipates and that the Contractor shall not be entitled to additional compensation therefore.

1.9 **Special Requirements.** Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "C" shall govern.

## **2.0 COMPENSATION**

2.1 **Contract Sum.** For the services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "D" and incorporated herein by this reference, but not exceeding the maximum base contract amount of Nineteen Thousand Nine Hundred Sixty and No/100 Dollars (\$ 19,960.00) ("**Contract Sum**"). If the City elects, in its sole option and discretion, to have the Contractor undertake the rate structure analysis referenced in the Contractor's Proposal, then the maximum contract amount shall increase by Three Thousand Seven Hundred Ninety-five and No/100 Dollars (\$3,795.00).

2.2 **Method of Payment.** Unless some other method of payment is specified in the Schedule of Compensation, in any month in which the Contractor wishes to receive payment, no later than the first (1<sup>st</sup>) working day of such month, the Contractor shall submit to the City in the form approved by the City, an invoice for services rendered prior to the date of the invoice. Provided that the Contractor is not in default under the terms of this Agreement, the Contractor shall be paid as outlined in Exhibit "D" Schedule of Compensation.

## **3.0 COORDINATION OF WORK**

3.1 **Representative of Contractor.** William G. Stannard, President is hereby designated as being the principal and representative of the Contractor authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith.

3.2 **Contract Officer.** Nicholas Hawkins, Finance Manager is hereby designated as being the representative of the City authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith ("**Contract Officer**"). The City Administrator of the City shall have the right to designate another Contract Officer by providing written notice to the Contractor. Unless otherwise specified herein, any amendment to this Agreement must be approved on behalf of the City by action of its City Council.

3.3 **Prohibition against Subcontracting or Assignment.** The Contractor shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of the City. Any such prohibited assignment or transfer shall be void.

3.4 **Independent Contractor.** Neither the City nor any of its officials or employees shall have any control over the manner, mode or means by which the Contractor, its agents or employees, perform the services required herein, except as otherwise set forth. The Contractor shall perform all services required herein as an independent contractor of the City and shall remain under only such obligations as are consistent with that role. The Contractor shall not at any time or in any manner represent that it, or any of its agents or employees, are agents or employees of the City.

#### 4.0 INSURANCE, INDEMNIFICATION AND BONDS

4.1 **Insurance.** The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to the City, during the entire term of this Agreement, including any extension thereof, the following policies of insurance:

(a) **Commercial General Liability Insurance.** A policy of commercial general liability insurance written on a per occurrence basis with a combined single limit of at least Two Million Dollars (\$2,000,000) bodily injury and property damage including coverages for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations. The Commercial General Liability Policy shall name the City of North Kansas City as an additional insured in accordance with standard additional insured endorsement ISO form CG 20 10 11 85 or equivalent language.

(b) **Worker's Compensation Insurance.** A policy of worker's compensation insurance in an amount which fully complies with the statutory requirements of the State of Missouri.

(c) **Business Automobile Insurance.** A policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of One Million Dollars (\$1,000,000) bodily injury and property damage. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(d) **Additional Insurance.** Additional limits and coverages, which may include professional liability insurance, will be specified in Exhibit C.

All of the above policies of insurance shall be primary insurance. (Reference Section 4.3 regarding sufficiency.) The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, officials, employees and agents, and their respective insurers. In the event any of said policies of insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance, endorsements or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance, endorsements, or binders are approved by the City.

The Contractor agrees that the provisions of this Section 4.1 shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible. In the event the Contractor subcontracts any portion of the work in compliance with Section 3.3 of this Agreement the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section.

4.2 **Indemnification.** The Contractor agrees to indemnify the City, its officers, officials, agents and employees against, and will hold and save them and each of them harmless from, any and all actions,

suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity caused by the negligent performance of the work, operations or activities of the Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the negligent acts or omissions of the Contractor hereunder, or arising from the Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, whether or not there is concurrent passive or active negligence on the part of the City, its officers, officials, agents or employees but excluding such claims or liabilities arising from the sole negligence or willful misconduct of the City, its officers, agents or employees, who are directly responsible to the City, excepting, however, any claim or liability caused solely by an indemnified party hereunder, and in connection therewith:

(a) The Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) The Contractor will promptly pay any judgment rendered against the City, its officers, officials, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of the Contractor hereunder; and the Contractor agrees to save and hold the City, its officers, officials, agents, and employees harmless therefrom;

(c) In the event the City, its officers, officials, agents or employees is made a party to any action or proceeding filed or prosecuted against the Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of the Contractor hereunder, the Contractor agrees to pay to the City, its officers, officials, agents or employees, any and all costs and expenses reasonably incurred by the City, its officers, officials, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

4.3 **Sufficiency of Insurer.** Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in Missouri, rated "A" or better in the most recent edition of Best's Key Rating Guide or in the Federal Register, unless such requirements are waived by the City Council or designee of the City Council due to unique circumstances. In the event the City Administrator determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies required by this Section 4 may be changed accordingly upon receipt of written notice from the City Administrator or designee; provided that the Contractor shall have the right to appeal a determination of increased coverage by the City Administrator to the City Council of City within ten (10) days of receipt of notice from the City Administrator.

## 5.0 TERM

5.1 **Term.** Unless earlier terminated in accordance with Section 5.2 below, the work shall begin within two weeks after execution of this contract and is to be completed within 120 calendar days.

5.2 **Termination Prior to Conclusion of the Work.** Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of the notice of termination, the Contractor shall immediately cease all work or services hereunder except as may be specifically approved by the Contract Officer. In the event of termination by the City, the Contractor shall be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination and for such additional services specifically authorized by the Contract Officer and the City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

## 6.0 MISCELLANEOUS

6.1 **Covenant against Discrimination.** The Contractor covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital

status, national origin, or ancestry in the performance of this Agreement. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

6.2 **Non-liability of City Officers and Employees.** No officer, official or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

6.3 **Conflict of Interest.** No officer, official or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which effects his/her financial interest or the financial interest of any corporation, partnership or association in which he/she is, directly or indirectly interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

6.4 **Notice.** Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Administrator and to the attention of the Contract Officer, CITY OF NORTH KANSAS CITY, 2010 Howell, North Kansas City, Missouri 64116, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement.

6.5 **Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

6.6 **Integration; Amendment.** It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

6.7 **Severability.** In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

6.8 **Waiver.** No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.9 **Attorneys' Fees.** If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

6.10 **Corporate Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

6.11 **Governing Law.** This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of Missouri. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Circuit Court of the County of Clay, State of Missouri, or any other appropriate court in such county. The Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

6.12 **Authorized Employees.** The Contractor acknowledges that § 285.530, MO. REV. STAT., prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri, where the contract is for an amount in excess of five thousand dollars. The Contractor therefore covenants that it is not knowingly in violation of subsection 1 of § 285.530, MO. REV. STAT., and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully eligible to work in the United States. An appropriate officer or representative of the Contractor shall complete and properly execute the Affidavit attached hereto, marked Exhibit "E" and submit it to the City.

6.13 **Reliance on Data.** In performance of the services, it is understood that the City and/or others may supply the Contractor with certain information and/or data, and that the Contractor will rely on such information. It is agreed that the accuracy of such information is not within the Contractor's control and the Contractor shall not be liable for its accuracy, nor for its verification, except to the extent that such verification is expressly a part of the Contractor's scope of services.

6.14 **Opinions and Estimates.** The Contractor's opinions, estimates, projections, and forecasts of current and future costs, revenues, other levels of any sort, and events shall be made on the basis of available information and the Contractor's expertise and qualifications as a professional. The Contractor does not warrant or guarantee that its opinions, estimates, projections or forecasts of current and future levels of revenues and costs will not vary from the City's estimates or forecasts or from actual outcomes.

6.15 **No Consequential Damages.** To the fullest extent permitted by law, neither party shall be liable to the other for any indirect, consequential, punitive or exemplary damages resulting from the performance or non-performance of this Agreement notwithstanding the fault, tort (including negligence), strict liability or other basis of legal liability of the party so released or whose liability is so limited and shall extend to the officers, directors, employees, licensors, agents, subcontractors, vendors and related entities of such party.

(Signatures appear on following page)



IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

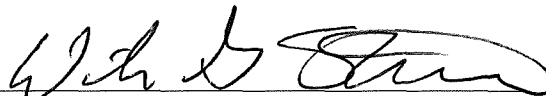
**CITY OF NORTH KANSAS CITY, MISSOURI**  
a Missouri municipal corporation

**ATTEST:**

By: \_\_\_\_\_  
Crystal Doss, City Clerk

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

**RAFTELIS FINANCIAL CONSULTANTS, INC.**

By:   
Signature

\_\_\_\_\_  
William G. Stannard, Chairman  
Print Name and Title

**ATTEST:**

By: \_\_\_\_\_  
Secretary

3013 Main Street  
Kansas City, Missouri 64108

EXHIBIT "A"  
SCOPE OF WORK

The Contractor shall do all work and furnish all services for the performance of a water and sewer rate study for the City in accordance with and as described in the attached proposal (Exhibit "B"), which is by reference incorporated herein and made a part hereof. Specifically, the work to be performed under this Agreement is set forth in detail in Part C of the Contractor's Proposal referenced above.

EXHIBIT "B"  
CONTRACTOR'S PROPOSAL

[See attached proposal]

**Sewer and Water Rate Study**

PROPOSAL / DECEMBER 21, 2020

# City of North Kansas City





## **Diversity and inclusion are an integral part of Raftelis' core values.**

We are committed to doing our part to fight prejudice, racism, and discrimination by becoming more informed, disengaging with business partners that do not share this commitment, and encouraging our employees to use their skills to work toward a more just society that has no barriers to opportunity.



## **Raftelis is registered with the U.S. Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB) as a Municipal Advisor.**

Registration as a Municipal Advisor is a requirement under the Dodd-Frank Wall Street Reform and Consumer Protection Act. All firms that provide financial forecasts that include assumptions about the size, timing, and terms for possible future debt issues, as well as debt issuance support services for specific proposed bond issues, including bond feasibility studies and coverage forecasts, must be registered with the SEC and MSRB to legally provide financial opinions and advice. Raftelis' registration as a Municipal Advisor means our clients can be confident that Raftelis is fully qualified and capable of providing financial advice related to all aspects of financial planning in compliance with the applicable regulations of the SEC and the MSRB.

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Appendix: Sample of Previous Water and Sewer Rate Study

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December 21, 2020

Mr. Nick Hawkins  
Financial Manager  
City of North Kansas City  
2010 Howell Street  
North Kansas City, MO 64116

**Subject: Proposal for Sewer and Water Rate Study**

Dear Mr. Hawkins:

Raftelis is pleased to submit this proposal to assist the City of North Kansas City (City) with a water and sewer utility rate study. We appreciate the opportunity to submit this proposal, which details our project approach to meet the City's objectives as well as our qualifications and experience within the water and wastewater utility industry.

To assist the City with the services outlined in our proposal, we have assembled a project team with unparalleled experience and a reputation for quality service. I will serve as Project Manager, ensuring that the project stays on schedule, is within budget, and effectively meets the City's objectives. I have over 20 years of experience providing similar services to clients throughout the United States. I will be supported by Joe Collins, who has extensive experience providing these services to utilities of all sizes. Joe and I served similar roles on the previous engagement with the City. All members of our staff that will be working on this project are located in our Kansas City office, a 10-minute drive from your offices.

Raftelis understands that the City would like to develop a financial roadmap for its water and wastewater utilities that can become a decision-support tool for City staff. One of the goals of the study is to develop a financial plan that projects the future costs of providing water and sewer services for current customers as well as the development of rates that allow the City to maintain strong fund balances and ensure the self-sufficiency of the water and sewer utilities. Raftelis is uniquely qualified to serve as your expert consultant based on our extensive experience successfully completing many similar studies for utilities in Missouri and across the country.

We believe that our unique combination of qualifications and extensive experience will ensure an efficient and successful project for the City. Some of the reasons we believe Raftelis is uniquely qualified to provide these services to the City are:

**Depth of Resources.** With over 120 consultants, Raftelis is the largest and most experienced firm providing these types of services. While the proposed project team has conducted numerous studies of similar size and complexity, we will have access to the knowledge and experience of the entire Raftelis team, which includes certified public accountants, professional engineers, former utility professionals, data programmers, and public relations professionals. Our depth of resources will ensure that the City's objectives for this project are met.

**Experience.** Our firm has assisted more than 1,000 utilities across the United States and conducted thousands of studies. In the past year alone, we worked in 44 states and conducted more than 900 studies, including for some of the largest and most complex agencies in the nation. Our project team has extensive experience providing these exact services





throughout Missouri for communities of various sizes including the City of Wichita, the City of Columbia, the City of Jefferson, and Little Blue Valley Sewer District.

**Industry Leadership.** Our staff is involved in shaping industry standards by chairing and actively participating in various committees within the American Water Works Association (AWWA) and the Water Environment Federation (WEF). We have written one of the leading books on water and wastewater rate studies, *Water and Wastewater Financing and Pricing: The Changing Landscape*, and co-authored other industry standard books, such as AWWA's *Manual M1, Principle of Water Rates, Fees and Charges (Manual M1)* and the WEF's *Manual of Practice No. 27, Financing and Charges for Wastewater Systems*. We are also responsible for AWWA's biennial national *Water and Wastewater Rate Survey*. Raftelis' extensive experience shaping and applying industry standards will ensure the City's rates not only align with best practices but are also structured to meet the unique challenges faced by the City.

**Modeling Experts.** We have developed some of the most sophisticated yet user-friendly financial planning/rate models available in the industry, including the model we developed for the City's 2017 Rate Study. These models are decision-support tools that allow us and our clients to examine different policy options and their financial/customer impacts in real time. Our models are custom built for each client in a cost-effective manner to ensure alignment with the client's financial and accounting structure and the functionality desired by each client. In a workshop environment, we are able to use our models to quickly review impacts of changes to different parameters, determine which policy option is feasible, and reach a consensus quickly.

**Registered Municipal Advisor.** As required by the Dodd-Frank Wall Street Reform and Consumer Protection Act, we are registered as a Municipal Advisor under the rules of the U.S. Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB). As such, the City can be confident that the advice we will provide as part of this project, in particular recommendations on capital financing using debt, will be in compliance with applicable Federal laws and regulations and that we will meet the operating standards covered by the regulations.

**Local Presence.** All of the staff expected to work on this engagement are located at our office at 3013 Main Street in Kansas City, MO, just a 10-minute drive from the City's offices.

We are proud of the resources that we offer and welcome the opportunity work with the City and its professional staff to meet the City's objectives. I am authorized to make representations for Raftelis. If you have any questions, please do not hesitate to contact me using the following information:

Tom Beckley, Vice President  
3013 Main Street, Kansas City, MO 64108  
P: 816.682.1328 / E: tbeckley@raftelis.com

Sincerely,

**Thomas A. Beckley**, *Vice President*

WHO IS  
**Raftelis**

**RAFTELIS IS THE TRUSTED  
ADVISOR TO UTILITIES  
AND THE PUBLIC SECTOR.**

+ VISIT [RAFTELIS.COM](https://www.raftelis.com) TO LEARN MORE



Raftelis provides utilities and public-sector organizations with insights and expertise to help them operate as high-performing, sustainable entities providing essential services to their citizens. We help our clients solve their financial, organizational, technology, and communication challenges, achieve their objectives, and, ultimately, make their communities better places to live, work, and play.

THE CITY &amp; RAFTELIS

# The Right Fit

**We believe that Raftelis is the right fit for this project. We provide several key factors that will benefit the City and help to make this project a success.**



## RESOURCES & EXPERTISE

**This project will require the resources necessary to effectively staff the project and the skillsets to complete all of the required components.**

With 120 consultants, Raftelis has the largest water-industry financial and rate consulting practice in the nation. Our depth of resources will allow us to provide the City with the technical expertise necessary to meet your objectives. In addition to having many of the industry's leading rate consultants, we also have experts in key related areas, like stakeholder engagement and data analytics, to provide additional insights as needed.



## DEFENSIBLE RECOMMENDATIONS

**When your elected officials and customers are considering the validity and merit of recommended changes, they want to be confident that they were developed by experts using the latest industry standard methodology.**

Our senior staff is involved in shaping industry standards by chairing various committees within AWWA and WEF. Raftelis' staff members have also co-authored many industry standard books regarding utility finance and rate setting. Being so actively involved in the industry will allow us to keep the City informed of emerging trends and issues and to be confident that our recommendations are insightful and founded on sound industry principles. In addition, with Raftelis' registration as a Municipal Advisor, you can be confident that we are fully qualified and capable of providing financial advice related to all aspects of utility financial planning in compliance with federal regulations.



## HISTORY OF SIMILAR SUCCESSES

**An extensive track record of past similar work will help to avoid potential pitfalls on this project and provide the know-how to bring it across the finish line.**

Raftelis staff has assisted 1,000+ utilities throughout the U.S. with financial and rate consulting services with wide-ranging needs and objectives. Our extensive experience will allow us to provide innovative and insightful recommendations to the City and will provide validation for our proposed methodology ensuring that industry best practices are incorporated.



## USER-FRIENDLY MODELING

**A modeling tool that your staff can use for scenario analysis and financial planning now and into the future will be key for the City going forward.**

Raftelis has developed some of the most sophisticated yet user-friendly financial/rate models available in the industry. Our models are tools that allow us to examine different policy options and cost allocations and their financial/customer impacts in real time. Our models are non-proprietary and are developed with the expectation that they will be used by the client as a financial planning tool long after the project is complete.



## RATES THAT ARE ADOPTED

**For the study to be a success, rates must be successfully approved and implemented.**

Even the most comprehensive rate study is of little use if the recommendations are not approved and implemented. Raftelis has assisted numerous agencies with getting proposed rates successfully adopted. We develop a message regarding the changes that is politically acceptable and convey that message in an easy-to-understand manner. We focus on effectively communicating with elected officials about the financial consequences and rationale behind recommendations to ensure stakeholder buy-in and successful rate adoption.

**27** years serving the public sector

# How we stack up

OUR TEAM INCLUDES

**120+** consultants focused on finance/management/communication/technology for the public sector

**5** chairs & **20** members of AWWA and WEF utility finance and management committees and subcommittees

& the President of AWWA

RAFTELIS HAS PROVIDED ASSISTANCE FOR

**1,200+** public agencies and utilities

that serve more than

**25%** of the U.S. population

including the agencies serving

**38** of the nation's 50 largest cities

In the past year alone, we worked on

**900+** projects for **600+** agencies in **44** states

# Project Team

Our team includes senior-level professionals to provide experienced project leadership with support from talented consultant staff. This team has frequently collaborated on similar successful projects, providing the City with confidence in our capabilities. On the following pages, we have included resumes for each of our team members as well as a description of their role on the project.

## Tom Beckley

**PROJECT MANAGER**  
Vice President

### ROLE

Tom will manage the day-to-day aspects of the project ensuring it is within budget, on schedule, and effectively meets the City's objectives. He will also lead Joe Collins in conducting analyses and preparing deliverables for the project. Tom will serve as the City's main point of contact for the project.

### PROFILE

Tom has 20 years of experience with Raftelis conducting financial and rate consulting related projects. He has assisted a wide range of municipal water, wastewater, and stormwater utilities in conducting cost-of-service, rate setting, financial feasibility, privatization, system development fees, and other finance-related studies. Tom authored a chapter entitled, "Designing Water and Wastewater Rate Structures," for the Fourth Edition of the industry guidebook, *Water and Wastewater Finance and Pricing: The Changing Landscape*. He is also an active member of AWWA and WEF, as well as ICMA, and has presented at various national and state conferences.

### KEY PROJECT EXPERIENCE

#### City of North Kansas City (MO)

Tom served as the Project Manager for Raftelis' 2017 engagement with the City of North Kansas City (City). Tom led the analysis of the City's rates, oversaw development of several rate scenarios comparing the impacts of water treatment plant renovations utilizing transfers from the Gaming Fund to purchasing water from Kansas City, and discovered that the City was overreporting wastewater flows to Kansas City.

#### City of Wichita (KS)

Tom served as project manager for multiple engagements with the City of Wichita (City) since 2011. Tom led the initial water and wastewater cost of service study in 2011 and an update in 2015. Since 2015, Raftelis has supported the City on a number of other financial consulting engagements including: a



### Specialties

- Utility cost-of-service & rate structure studies
- Conservation rate studies
- Bond forecasts & feasibility studies
- Economic feasibility studies
- Industrial waste charge studies
- Capital recovery fee studies

### Professional History

- Raftelis: Vice President (2020-present); Senior Manager (2014-2019); Manager (2000-2013)

### Education

- Master of Public Administration - University of Kansas (2008)
- Master of Business Administration (Concentration in Finance) - A.B. Freeman School of Business, Tulane University (2000)
- Bachelor of Science in Naval Architecture & Marine Engineering - Webb Institute (1995)

### Certifications

- Series 50 Municipal Advisor Representative
- Series 54 Municipal Advisor Principal

### Professional Memberships

- AWWA
- WEF
- ICMA

capital financing tool (2017), assistance with stormwater billing (2017), sewer and water main extension fees (Currently), and landfill pro forma development (Currently).

### **Water District No. 1 of Johnson County (WaterOne) (KS)**

Tom served as project manager for Raftelis' engagement with WaterOne. Tom reviewed the District's the existing rate methodology and provided analysis for potential changes to the District's rates and charges. That review focused on the District's block rate structure and analysis and discussion of the current number of blocks as well as the cutoffs used in the District's blocks.

### **Des Moines Water Works (IA)**

Tom currently serves as project manager for Raftelis' engagement with Des Moines Water Works (DMWW). This engagement involves a review of DMWW's existing cost-of-service and financial planning methodology and the development of an updated financial planning tool for the City to use going forward.

### **Metropolitan St. Louis Sewer District (MO)**

Tom has served as project manager for multiple engagements with the District. From 2007 to 2012, Raftelis served as the Rate Consultant to MSD's Rate Commission. In this role, Raftelis provided the Rate Commission with consulting services that included review of the rate change prepared for MSD by their consultants, recommendation of alternative approaches for rates, review of testimony filed by all parties in the case, preparation of direct testimony, and other consulting services as needed. Since 2012, the Raftelis team, led by Tom, has served as the rate consultant to District supporting multiple rate change proposals and bond feasibility studies for issuances totaling over \$1 billion.

### **Great Lakes Water Authority (MI)**

Tom served as the project manager for Raftelis' engagement with the Great Lakes Water Authority (GLWA). Raftelis worked closely with GLWA staff as well as the Member Partners to review the existing charge methodology and propose updates to the methodology to meet the objectives of the Member Partner communities to simplify the methodology while ensuring it remained fair and equitable. Based on the guidance provided by Tom and the Raftelis team, the Authority and its Member Partners are now working towards an updated methodology that they expect to implement in the near future.

### **City of Saginaw (MI)**

Tom has served as the project manager for multiple engagements with the City of Saginaw (City). This engagement involves the update of the City's water rate model to establish updated water service rates. A key aspect of this engagement involves the development of water service rates for the City's 18 wholesale customers. This required the development of a five-year financial plan and an allocation of operations and maintenance, depreciation and return on rate base to each of the City's wholesale customers, based on that customers unique contribution to the City's operating and capital costs. The City's wholesale customers currently pay a commodity charge which recovers the cost of providing water service based on their current demand and a capacity charge which recovers costs on the basis for their contracted average and maximum day demand.

### **City of Lawrence (KS)**

Tom serves as the project director for Raftelis' ongoing engagement with the City of Lawrence (City). Raftelis completed its initial rate study for the City in 2017. That engagement involved the development of a comprehensive 10-year financial plan, water and wastewater cost-of-service studies, conservation rate designs and system development charges. Since the initial study, Raftelis has been retained to update analysis for the 2018, 2019 and 2020 budget years and will soon begin the update for 2021.



### **City of Suffolk (VA)**

Tom served as project manager for Raftelis' multiple multi-year engagement with the City of Suffolk (City) to provide financial services to the City's Department of Public Utilities (DPU). The scope of services includes an annual update of the 10-year comprehensive financial plan, determination of water and sewer costs of service, development of proposed water and sewer rates for the upcoming fiscal year, and an assessment of the City's water and sewer system availability fees.

### **Little Rock Water Reclamation Authority (AR)**

Tom served has served as the project manager for two rate study engagements with Little Rock Water Reclamation Authority (LRWA). In 2011, Raftelis was retained by Little Rock Water Reclamation Authority (LRWA) to perform a comprehensive cost of service analysis and system valuation study. LRWA was implementing a significant capital improvement program in compliance with a consent order with the State of Arkansas and the EPA to eliminate sanitary sewer overflows. The requirements of this consent order were placing substantial pressure on LRW's costs and wastewater rates and fees. The major components of the project included the development of a 10-year comprehensive financial plan, determination of LRWA's cost of providing wastewater service to its various customer classes and the development of wastewater user rates to fairly and equitably recover the cost of providing wastewater collection, treatment, and disposal service from the various customer classes. In 2015, Tom led an update to the original 2015 study and has advised LRWA on other financial issues on an as-needed basis since that time.

### **City of Naperville (IL)**

Tom served as the project manager for Raftelis' previous engagement with the City of Naperville (City). The City engaged Raftelis to provide a comprehensive cost-of-service study for their water and wastewater utility and propose updated rates to meet the City's pricing objectives. Raftelis worked with City staff to determine their pricing objectives in a workshop setting and then used the results of that exercise to propose cost-of-service-based rates that met those objectives. The City has also engaged Raftelis to provide assistance in updating their contract for wholesale wastewater service with the City of Warren. Raftelis is working with the City to ensure that the contract is recovering the appropriate costs related to their service to the City of Warren.

### **Genesee County Drain Commission - Division of Water and Waste Services (MI)**

The Genesee County Drain Commission's Division of Water and Waste Services (GCDC) provides potable water transmission and distribution and wastewater collection, conveyance, and treatment to over 200,000 customers within its 700 square mile service area. Raftelis was engaged to develop a water and wastewater financial planning, cost-of-service and rate model for GCDC. Tom currently serves as the project manager for this engagement. A key aspect of this engagement has involved capturing all of the various levels of service provided by GCDC to the various communities which it serves. The model developed by Joe will allocate the cost of providing water service to GCDC's customers in proportion to their use of GCDC's water and wastewater system.

### **Detroit Water and Sewerage Department (MI)**

Tom served as project director for Raftelis' engagement with the Detroit Water and Sewerage Department (Department). The engagement involves financial planning and rate design for the water and sewer utilities. Key aspects of this engagement involve analyzing and projecting costs from wholesale provider the Great Lakes Water Authority (GLWA), analyzing customer affordability and developing rates which mitigate the impact on lower income customers. Tom also served as project manager for the development of the Department's private fire line charge study.

### **City of Sterling Heights (MI)**

Tom serves as project director for Raftelis' engagement with the City of Sterling Heights (City). Raftelis has been engaged to perform a financial planning, cost of service and rate study for the City. The study will identify the level of revenue needed for ongoing financial sustainability and determine how it should be recovered from the City's customer classes. A



key aspect of this engagement involves the determination of appropriate capital charges which will ensure that new customers pay for their share of capacity in the City's water and sewer system.

### **City of Bentonville (AR)**

Tom currently serves as the project manager for Raftelis' engagement with the City of Bentonville (City). Raftelis is developing a comprehensive water financial plan and cost of service study for the City. The plan will identify the funding needed for additional personnel, and ongoing renewal and replacement while maintaining appropriate levels of reserves and debt service coverage ratios in accordance with the City's commitment to bondholders. The cost of service analysis will identify the cost to serve each of the City's customer classes in proportion to their use of the water system. A key aspect of the cost of service analysis involves calculating appropriate rates for the City's wholesale customers in accordance with their service agreements.

## **PROJECT LIST**

- Allegheny County Sanitary Authority (PA) - Industrial surcharge review and rate study
- Arlington County (VA) - Cost-of-service study and system development charge update
- Birmingham Water Works Board (AL) - Bond feasibility study
- City of Baltimore (MD) - Cost model, wastewater rate study, and water rate arbitration assistance
- City of Bloomington (IL) – Sewer and Stormwater Rate Study
- City of Boulder City (NV) – Electric, Water, Wastewater and Solid Waste Rate Study
- City of Denton (TX) - Water and wastewater cost-of-service and rate study
- City of Fort Worth (TX) - Cost-of-service and rates of the wholesale wastewater service
- City of Gladstone (MO) - Wholesale rate review
- City of Grosse Pointe (MI) - Water and wastewater rate study
- City of Hobbs (NM) - Financial planning and water and sewer rate study
- City of Kansas City (MO) - Sewer cost-of-service analysis
- City of Lee's Summit (MO) - Water and wastewater rate study
- City of Liberty (MO) - Wholesale rate review
- City of Macomb (MI) - Feasibility analysis for acquisition and wastewater rate litigation assistance
- City of Marquette and Marquette Charter Township (MI) – Joint Water Rate Study
- City of Marquette (MI) – Water, Sewer and Stormwater Rate Study
- City of Olathe (KS) - Impact fee study, rate model update, system development charge study, and system development charge update
- City of Peoria (AZ) - Sanitation fees study and water and wastewater impact fee study
- City of Phoenix (AZ) - Bond feasibility study (multiple)
- Providence Water Supply Board (RI) - Rate filings (multiple)
- City of Rochester (MI) – Water and Sewer Rate Study
- City of San Francisco (CA) - Wholesale water contract negotiations
- City of Wyoming (MI) – Wholesale water cost of service study
- Grand Blanc Township (MI) – Water and Sewer Rate Study
- Harlingen Water Works System (TX) - Water and wastewater rate study
- Loudon County Sanitation Authority (VA) - Bond issuance assistance and cost-of-service study
- Metropolitan Government of Nashville and Davidson County Water Services (TN) - Budget review
- Northwest Water Commission (IL) – Utility Asset Valuation and Wholesale Rate Analysis
- Oakland County (MI) - Water and wastewater master plan study
- Peace River Manasota Regional Water Authority (FL) - Feasibility study
- Saginaw-Midland Municipal Water Supply Corporation (MI) - Feasibility study
- Village of Northfield (IL) – Water and Sewer Rate Study

# Joe Collins

## LEAD CONSULTANT

Consultant

### ROLE

Joe will lead the analysis and preparation of deliverables for the project.

### PROFILE

Joe has a background in economics, public policy analysis, and municipal finance as well as utility energy management and has assisted utilities on a variety of financial and rate consulting engagements involving water and wastewater demand analysis, financial planning, cost-of-service analysis, and rate design since joining Raftelis.

### KEY PROJECT EXPERIENCE

#### City of North Kansas City (MO)

Joe served as the staff consultant for Raftelis' 2017 engagement with the City of North Kansas City (City). Joe developed a utility rate and financial planning model, which would allow the City to evaluate the financial impacts of potential choices concerning future water supply, major water treatment facility renovations, and increased system maintenance costs.

#### Little Blue Valley Sewer District (MO)

In July 2016, Raftelis was engaged by the Little Blue Valley Sewer District (District) to complete a financial feasibility evaluation of proposed revenue bonds. Joe evaluated historic and projected revenues, expenses, and debt service for the District and the sewer subdistrict it governs.

#### City of Columbia (MO)

Joe serves as the staff consultant for Raftelis' engagement with the City of Columbia Department of Water and Light (CWL). Joe developed a water rate and cost-of-service study for CWL. CWL is seeking a comprehensive analysis of the existing and projected cost basis of utility operations and an evaluation of the appropriateness of its existing rate structure for providing water services. Joe has assisted in developing a rate and financial planning model to provide a forecast of rates, revenues, expenses, debt service, debt service coverage, and reserves over a 15-year forecast period. Joe has also developed cost-justified connection fees.

#### City of Edgerton (KS)

Raftelis has assisted the City of Edgerton (City) with various studies. Joe played a key role in the 2017 update of the water and sewer financial planning model Raftelis had previously developed for the city. The process included analysis of the City's customer demand, operating expenses, and future needs for expansion. He also assisted with an analysis of customer growth and wholesale sewer rates to evaluate the impacts of new development.

#### City of Junction City (KS)

Joe serves as the lead consultant for Raftelis engagement with the City of Junction City. This engagement involves the development of comprehensive water and sewer financial plans and rate designs. Joe will be reviewing the previous financial business plans Raftelis developed as compared to the actual results and will be developing an updated plan,



### Specialties

- Financial modeling
- Utility rate studies
- Bond feasibility reports
- Statistical analysis

### Professional History

- Raftelis: Consultant (2019-present)  
Associate Consultant (2016-2018)

### Education

- Master of Public Administration -  
Indiana University (2016)
- Bachelor of Science in Economics -  
Truman State University (2014)

### Professional Memberships

- AWWA
- WEF

which will establish the level of rate revenue necessary to fund ongoing operations and capital reinvestment in a sustainable manner.

### **City of Perryville (MO)**

Joe served as the staff consultant for Raftelis' engagement with the City of Perryville (City). The City sought to calculate rates sufficient to finance the construction of major wastewater treatment facility renovations and increased system maintenance costs. Joe assisted in developing a rate and financial planning model to provide a forecast of rates, revenues, expenses, debt service coverage, and reserves over a 10-year forecast period.

### **Metropolitan St. Louis Sewer District (MO)**

Metropolitan St. Louis Sewer District (MSD) provides retail wastewater and stormwater services to the City and County of St. Louis, serving a population of approximately 1.3 million. MSD is interested in funding its stormwater management program through impervious area fees and, building on its longstanding relationship with Raftelis, has engaged the firm to provide stormwater funding and rate policy services. Joe aided in the development of the stormwater funding model and rate proposal and has begun work on MSD's forthcoming sewer rate proposal.

### **City of Jefferson (MO)**

Joe currently serves as the lead consultant for Raftelis' engagement with the City of Jefferson (City). Raftelis is developing a comprehensive sewer financial plan and cost of service study for the City. The study will identify the funding needed for several major system upgrades and ongoing maintenance while maintaining appropriate levels of reserves and debt service coverage ratios. The analysis will also identify the cost to serve each of the City's customer classes in proportion to their impact on the sewer system.

### **Des Moines Water Works (IA)**

Joe currently serves as a staff consultant for Raftelis' engagement with Des Moines Water Works (DMWW). This engagement involves a review of DMWW's existing cost-of-service and financial planning methodology and the development of an updated financial planning tool for the City to use going forward.

### **Great Lakes Water Authority (MI)**

Joe served as the staff consultant for Raftelis' engagement with the Great Lakes Water Authority (GLWA). Raftelis worked closely with GLWA Staff as well as the Member Partners to review the existing charge methodology and propose updates to the methodology to meet the objectives of the Member Partner communities to simplify the methodology while ensuring it remained fair and equitable. Joe provided analytical support throughout the engagement.

### **City of Suffolk (VA)**

Joe served as a staff consultant for Raftelis' multi-year engagement with the City of Suffolk (City) to provide financial services to the City's Department of Public Utilities (DPU). The scope of services includes an annual update of the 10-year comprehensive financial plan, determination of water and sewer costs of service, development of proposed water and sewer rates for the upcoming fiscal year, and an assessment of the City's water and sewer system availability fees.

### **City of Lawrence (KS)**

Joe served as the staff consultant for Raftelis' most recent engagement with the City of Lawrence (City). That engagement involved the development of a comprehensive 10-year financial plan, water and wastewater cost-of-service studies, wholesale rates, conservation rate designs and system development charges. Since the initial study, Raftelis has been retained to update analysis for the 2018, 2019 and 2020 budget years. Joe led the update of the rate analysis for the 2020 budget year. Joe also developed a stormwater financial plan for the City, to appropriately recover the cost of handling stormwater run-off from City customers.

### **Genesee County Drain Commission - Division of Water and Waste Services (MI)**

The Genesee County Drain Commission's Division of Water and Waste Services (GCDC) provides potable water transmission and distribution and wastewater collection, conveyance, and treatment to over 200,000 customers within its 700 square mile service area. Raftelis was engaged to develop a water and wastewater financial planning, cost-of-service and rate model for GCDC. Joe currently serves as the lead consultant for this engagement. A key aspect of this engagement has involved capturing all of the various levels of service provided by GCDC to the various communities which it serves. The model developed by Joe will allocate the cost of providing water service to GCDC's customers in proportion to their use of GCDC's water and wastewater system.

### **Detroit Water and Sewerage Department (MI)**

Joe served as a staff consultant for Raftelis' engagement with the Detroit Water and Sewerage Department (Department). The engagement involved financial planning and rate design for the water and sewer utilities. Key aspects of this engagement involve analyzing and projecting costs from wholesale provider Great Lakes Water Authority, analyzing customer affordability and developing rates which mitigate the impact on lower income customers. Joe also served as a staff consultant for the development of the Department's private fire line charge.

### **City of Atchison (KS)**

Joe served as the lead consultant for Raftelis' engagement with the City of Atchison (City). Raftelis is developing a comprehensive water and wastewater financial plan and cost-of-service study. A unique aspect of this engagement involves the development of appropriate rates for the City's commercial and industrial customers, who represent approximately 50% of the City's annual water sales. The City also provides wholesale service to 4 rural water districts outside of the City. Raftelis is developing cost-of-service rates for these customers, which can be used in future contract negotiations.

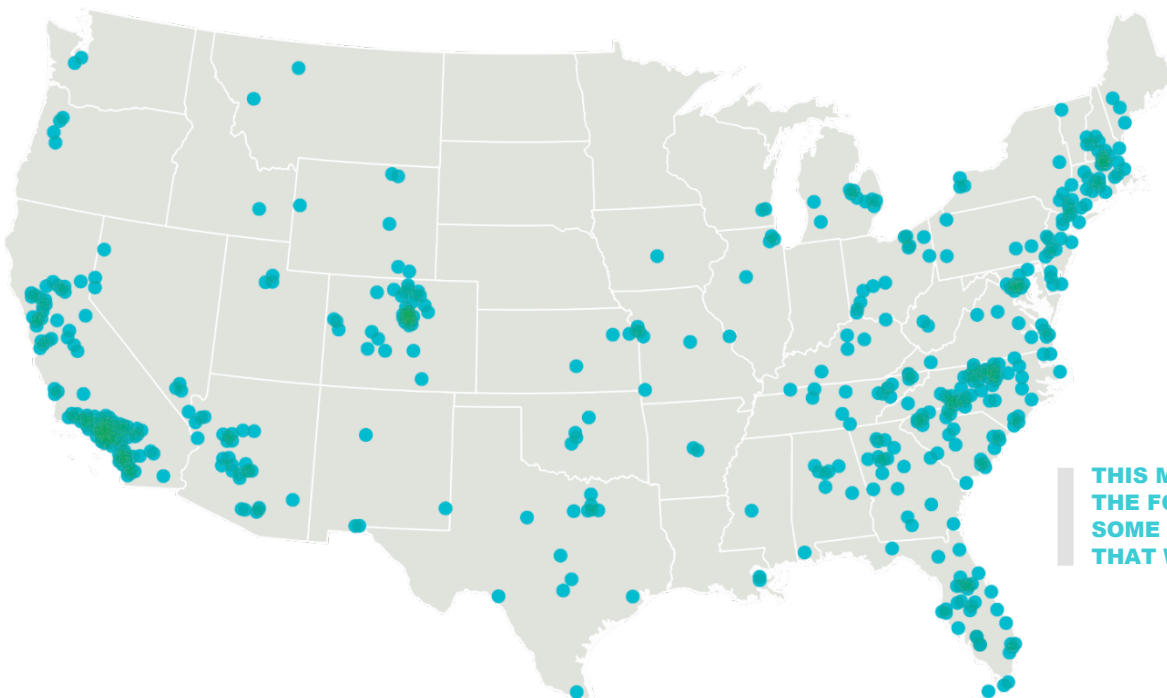
## **PROJECT LIST**

- Village of Northfield (IL) – Water and sewer rate study
- City of Washington (IL) – Water and sewer rate study
- City of Edwardsville (IL) – Water financial planning study
- City of Rochester (MI) – Water and sewer rate study
- Allendale Township (MI) – Water and sewer rate and development charge study
- Grand Blanc Township (MI) – Water and sewer rate study
- City of Sterling Heights (MI) – Water and sewer rate and capital charge study
- City of Henderson (NV) – Water and sewer rate study
- City of El Segundo (CA) – Water and sewer rate study
- Mammoth Community Water District (CA) – Sewer rate study
- Amador Water Agency (CA) – Cost allocation plan
- Jurupa Community Services District (CA) – Cost allocation plan

# Experience

## RAFTELIS HAS THE MOST EXPERIENCED UTILITY FINANCIAL AND MANAGEMENT CONSULTING PRACTICE IN THE NATION.

Our staff has assisted more than 1,200 public agencies and utilities across the U.S., including some of the largest and most complex agencies in the nation. In the past year alone, Raftelis worked on more than 900 financial/organizational/technology consulting projects for over 600 agencies in 44 states, the District of Columbia, and Canada.



THIS MAP AND THE MATRIX ON THE FOLLOWING PAGES SHOW SOME OF THE UTILITY CLIENTS THAT WE HAVE ASSISTED.

Raftelis has provided financial/organizational/technology assistance to utilities serving more than

**25%** of the U.S. population





Client	Finance					Organization					Technology					
	Affordability Analysis & Program Development	Capital Improvements Planning/Prioritization	Debt Issuance Support	Economic & Financial Evaluations	Financial Planning & Modeling	Rate, Charge, & Fee Studies	Stormwater Utility Development & Support	Organizational, Governance, & Operations Optimization	Performance Measurement & Benchmarking	Program Planning & Support	Stakeholder Engagement & Communication	Strategic Planning	Billing, Permitting, & Customer Information Audits	Business Process Development	Data Management, Analytics, & Visualization	Software Solutions
MI Marquette Township		●			●	●										
MI Oakland County						●										
MI Port Huron Township						●										
MI Rochester, City of		●			●	●										
MI Saginaw, City of		●			●	●										
MI State of Michigan Department of Treasury				●												
MI Sterling Heights, City of		●			●	●										
MI Warren, City of						●										
MI Wyoming, City of		●			●	●										
MO Columbia Department of Water and Light		●			●	●										
MO Jefferson City, City of		●			●	●										
MO Little Blue Valley Sewer District		●			●	●										
MO Metropolitan St. Louis Sewer District		●	●		●	●	●									
MO North Kansas City, City of		●			●	●										
MO Perryville, City of		●			●	●										
MO Silverleaf Resorts Litigation Support				●												
MO Smithville, City of		●			●	●										
MS Jackson, City of	●	●			●	●		●							●	
NC Charlotte Water	●	●			●	●										
NC Durham, City of		●	●		●	●										
NC Raleigh, City of		●	●		●	●	●	●		●						
OH Akron, City of		●			●	●					●					
OH Montgomery County Environmental Services		●			●	●		●	●		●		●	●	●	
OH Northeast Ohio Regional Sewer District	●	●			●	●	●		●					●	●	●
OK Chickasha, City of						●	●	●		●			●	●	●	
OK Stillwater Utilities Authority					●	●								●	●	
PA Philadelphia Water Department	●	●	●		●	●		●	●	●			●	●	●	
PA Pittsburgh Water and Sewer Authority	●	●	●	●	●	●		●	●	●	●		●	●	●	
RI Newport, City of		●	●		●	●										
RI Providence Water Supply Board		●			●	●		●	●							
TN Clarksville, City of		●			●	●										
TN Cookeville, City of		●			●	●										
TN Metro Water Services of Nashville and Davidson County		●	●		●	●	●		●		●	●				
TX Austin, City of		●	●		●	●		●								
TX Dallas, City of		●			●	●	●				●		●	●		
TX El Paso Water Utilities		●	●		●	●				●				●	●	●
TX San Antonio Water System	●	●			●	●				●						
UT Salt Lake City					●	●				●						
VA Newport News Department of Public Utilities, City of		●	●		●	●					●				●	
VA Richmond Department of Public Utilities	●	●			●	●	●			●				●		
VA Suffolk, City of		●	●		●	●										
WA Tacoma, City of				●	●	●					●				●	
WI Franklin, City of				●												
WI Milwaukee Metropolitan Sewerage District		●			●	●										
WI Milwaukee Water Works		●			●	●										
WI Waukesha, City of						●										
Can Calgary, City of		●			●			●							●	
PR Puerto Rico Aqueduct and Sewer Authority		●	●		●	●		●	●	●						

Below, we have provided descriptions of projects that we have worked on that are similar in scope to the City's project. We have included references for each of these clients and urge you to contact them to better understand our capabilities and the quality of service that we provide. We have also provided a sample of a previous water and sewer rate study completed for the Village of Northfield, IL in the Appendix.

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## City of Wichita

### KANSAS

**Reference:** Penny Feist, Strategic Services Division Manager

455 N. Main, Wichita, KS 67202

P: 316.268.4202 / E: pfeist@wichita.gov

The City of Wichita's (City) water and sewer utilities serve over 140,000 customers and have combined annual rate revenues of more than \$100 Million. Key issues facing each utility were ensuring adequate revenues to fund a 10-year capital improvement program (\$400 Million for water, \$300 Million for sewer) and reducing the rate revenue volatility associated with an aggressive conservation-oriented water rate structure.

The City has engaged Raftelis for a variety of utility financial management services from 2011 to 2017, including water and sewer cost of service studies in 2011 and 2015.

In 2011, Raftelis completed financial planning, cost of service, and rate design studies for the City of Wichita's (City) water and sewer utilities. The City, which faces long-term water supply constraints, was an early adopter of an aggressive conservation water rate structure and was in the process of completing an ambitious aquifer storage and recovery program.

Raftelis' 10-year financial plans featured the use of updated demand forecasting assumptions to project sales revenues; detailed debt service coverage ratio projections under a variety of revenue and expense scenarios; and the development of both cash and utility basis test year revenue requirement forecasts.

The water cost of service study included the development of a revenue requirement and associated unit cost of service for each of the City's 23 water rate classes including inside city retail, outside city retail, wholesale treated water customers, and a wholesale raw water customer class. To mitigate rate revenue volatility, Raftelis' water rate design featured the use of a readiness-to-serve adjustment that shifted revenue recovery from the volumetric to fixed charge component of rates. In addition, the volumetric rate design shifted a higher proportion of revenue recovery to the lower consumption blocks, which are associated with non-discretionary customer water consumption.

The sewer cost of service and rate design studies featured the development of volumetric rates and fixed charges for inside city retail, outside city retail, and wholesale sewer customer classes. In addition, Raftelis also developed extra strength surcharge rates for both inside and outside city customers.

In addition to water and sewer utility financial planning, cost of service, and rate design studies, Raftelis also developed a pro forma financial model for the City that allows them to compare budgeted to actual water and sewer rate revenues on a monthly basis for each of its many water and sewer customer rate classes. It allows the City to determine both the



annual cash flow and debt service coverage ratio impact of deviations from budgeted rate revenues should they continue throughout the year.

Since that initial engagement, Raftelis has provided ongoing support in number of areas related to utility financial management including an updated cost of service study (2015), a capital financing tool (2017), assistance with stormwater billing (2017), sewer and water main extension fees (Currently), and landfill pro forma development (Currently). Raftelis staff are currently engaged developing a financial planning and rate model for the City's solid waste utility.

## City of Junction City

### KANSAS

**Reference:** Allen Dinkel, City Manager  
700 N. Jefferson, Junction City, KS 66441  
P: 785.238.3103 / E: allen.dinkel@jcks.com

Raftelis was engaged by the City of Junction City (City) to develop water and wastewater financial business plans and perform water and wastewater cost of service studies. The engagement was precipitated by the need to finance approximately \$93 Million in water and wastewater capital improvements over the next 10 to 15 years, the majority of which relate to the City's water and wastewater treatment plants. The scope of services included an evaluation of the adequacy of existing water and wastewater revenues to meet each utility's projected revenue requirements, the development of financial business plans for a 10-year forecast period, and the determination of water and wastewater rates based on a comprehensive cost of service study.

The City requested alternative financial business plans based on three capital planning scenarios: recommended, or the schedule of capital improvements recommended by the City's engineering consultant; extended, which represented all of the recommended projects, but deferred some less critical projects; finally, deferred regulatory, which assumed deferral of some state and federal regulatory requirements. Raftelis presented the results under each alternative to City Staff and the City Commission, ultimately recommending the extended alternative, which struck a balance between the need for recapitalization, and the sensitivity of customers to rate increases.

Additionally, as part of the wastewater cost of service study, Raftelis evaluated the City's existing extra strength wastewater surcharges for biochemical oxygen demand and total suspended solids and made recommendations for adjusting these charges to more closely align with the cost of providing extra strength treatment.

The work on this engagement was handled locally, out of our Kansas City office. This local presence allowed us to participate, at relatively minor cost, in frequent meetings with City staff. The result was a collegial working relationship as our project team served as an extension to City staff's capabilities. At the same time, use of virtual meeting software (e.g., GoToMeeting) allowed for productive meetings to discuss project deliverables on relatively short notice. The City reengaged Raftelis in 2019 to conduct an update of the financial plan.

In addition to the partnership forged with City staff throughout the engagement, the project team worked closely, and occasionally independently, with the City's engineering consultant. The project team and the engineering team collaborated significantly to develop option financial planning and construction phasing options which would maintain both the reliability and financial sustainability of the water and wastewater systems.

## Little Blue Valley Sewer District (MO)

### KANSAS

**Reference:** Jeff Shook, Executive Director  
21208 E. Old Atherton Road, Independence, MO 64058  
P: 816.796.7660 / E: [shook@lbvdsd.org](mailto:shook@lbvdsd.org)

The Little Blue Valley Sewer District (District) provides wholesale wastewater treatment services to fourteen members, including cities, a school district, and a large industrial customer (the largest producer of small arms ammunition in the United States, the Lake City Army Ammunition Plant). In 2015 the District engaged Raftelis to review and update its wholesale cost allocation methodology to address concerns by one of its member communities. As part of this engagement Raftelis held several workshops with the District's members focusing on pricing objectives and cost allocation. Based on this process a re-revised cost allocation methodology was presented to the District's governing body and approved for adoption.

In 2016 Raftelis assisted the District with the issuance of \$19,710,000 in revenue bonds. The District unexpectedly had to issue these bonds to fund improvements to a brand-new incineration facility that had been constructed but failed to meet air quality standards for emissions. Raftelis provided financial feasibility and other financial assistance to the District in preparation for the successful issuance of this debt.

The District reengaged Raftelis in 2019 to analyze the District's wholesale sewer rate structure and recommend alternatives to address issues with metering, sewer volume strength of flow, and inflow and infiltration.

## City of Edgerton

### KANSAS

**Reference:** Beth Linn, City Administrator  
404 E. Nelson Street, Edgerton, KS 66021  
P: 913.893.6231 / E: [blinn@edgertonks.org](mailto:blinn@edgertonks.org)

The City of Edgerton (City) first engaged Raftelis to perform a water and wastewater rate study in 2015. The City is facing unique challenges having built a new sewer treatment facility with dedicated funding from an industrial park. This new facility replaced the City's existing treatment plant, which was converted to a pump station to convey flow to the new facility. The projections for flows and revenues from the new industrial development differed dramatically from preliminary projections resulting in significant changes in projected revenues.

The City has subsequently engaged Raftelis (in 2017, 2018, 2019, and 2020) to update its rate analysis and conduct updates of the City's wholesale sewer rate that is charged to the City of Gardner, Kansas for sending sewer flow to the City's new wastewater treatment facility.

## City of Columbia

### MISSOURI

**Reference:** Ryan Williams, Assistant Director of Water and Light  
701 E. Broadway, Columbia, MO 65205  
P: 573.874.2489 / E: ryan.williams@como.gov

Raftelis completed a financial planning, cost of service, and rate study for the City of Columbia (City) in 2018. A major aspect of this project involved developing a capital financing plan to provide funding for annual capital improvement projects as well as modelling the impact of issuing bonds to finance the rehabilitation of the City's water treatment plant. Another important aspect of this project involved the development of an alternative rate structure. Raftelis examined existing rates and held workshop sessions with key stakeholders to identify rate setting objectives. These workshops led to the development of a new rate structure that would promote water conservation.

## City of Edwardsville

### ILLINOIS

**Reference:** Ryan Zwijack, City Engineer  
118 Hillsboro Avenue, Edwardsville, IL 62025  
P: 618.692.7535 / E: rzwijack@cityofedwardsville.com

Raftelis completed a financial planning and rate study for the City of Edwardsville's (City) water utility. The City required a plan to implement rate increases that would help return the utility to a state of self sufficiency after several years of borrowing from the City general fund, as well as begin repayment of that debt. Raftelis helped City staff analyze the impact of several different scenarios, including degrees of debt forgiveness, repayment schedules and interest, speed of rate increases, and the use of revenue bonds. Additionally, the study examined the financial impact of a water treatment plant expansion required to meet the needs of the City's wholesale customer.

# Proposed Method of Doing Work

The City of North Kansas City currently bills for water and sewer service on a monthly basis utilizing a mixture of both fixed and volumetric charges. The City is currently interested in reevaluating its existing rate revenue stream by developing comprehensive financial plans to fully fund its annual water and sewer revenue requirements through cost-of-service-justified rates and charges while mitigating the impact of rate increases on the City's customer base. The financial plan will address the City's challenges with increasing wholesale sewer charges from the City of Kansas City as well as development and maintenance of sufficient reserves for the water and sewer funds.

## PROJECT APPROACH

We have developed the following proposed services based on our extensive experience in completing comprehensive water and wastewater rate studies for other utilities while taking into account the considerations identified by the City in its Request for Proposals (RFP). Our approach has been tailored to address the specific objectives and concerns identified in the RFP while maintaining those elements that we believe are essential for a successful project. We have used a similar project approach on many of our rate study projects for utilities throughout Missouri, the Midwest, and the U.S.

### Task 1: Project Initiation and Management

We believe that the execution of a productive kick-off meeting is the most effective way to begin a project of this nature. The goals for this meeting include:

- Providing a forum to finalize the scope of the project, work plan, and schedule with City staff
- Discussing the City's preliminary pricing objectives
- Ensuring that we have an understanding of the overall goals of the study
- Providing an opportunity for City staff to meet and become comfortable with the project staff from Raftelis
- Reviewing the data needs for the project

Accomplishing these objectives will help to ensure that the project progresses as smoothly as possible.

Prior to the kick-off meeting, we will prepare a detailed data request list that will identify the information needed to complete the various analyses. Information that is typically required to perform a comprehensive cost-of-service study includes recent Comprehensive Annual Financial Reports (CAFR), recent and current utility budgets, a description of service areas, current and historical billing data, utility plant in service records, debt service schedules, water and wastewater master plans, and a long-term capital improvement plan. Some of this information will be readily available, whereas other components may require more detailed analyses of operational data, customer billing information, and costs. We will also prepare a comparison of the City's existing utility rates to comparable peers as a basis for discussion during the kick-off meeting to review the City's existing rates and determine if additional types of fees may be appropriate to be analyzed and considered for use by the City's utilities.

### Data Collection and Review

As part of this task, we will conduct interviews with City staff to obtain a thorough understanding of the financial, operational, regulatory, master planning, and political environments. Existing rate policies and ordinances will be

reviewed for consistency with current and possible future fees. Key issues, areas of concern, and pricing objectives will be reviewed and discussed. Historical information will be reviewed related to costs, customers, usage, demand patterns, capital spending, plant in service, and revenues generated to provide a better understanding of recent changes in operating characteristics and to develop appropriate trends and growth factors for creating financial forecasts. Other information reviewed will include regulatory requirements, bond covenants, contractual requirements, and capital plans for each utility. During the data collection and review, we will begin to identify assumptions used to allocate and project costs that will be integrated into our model. As these assumptions are identified, City staff will have an opportunity to review our findings to ensure that the assumptions make sense with regard to each of the City's utility systems.

## **Project Management**

In order to successfully complete the project, Raftelis will be in constant communication with City staff regarding data requests, data validation, data decisions, and reviewing preliminary and final results. Much of this can be accomplished through conference calls, emails, and demonstrations using tools such as Microsoft Teams or Zoom. These efforts provide for consistent and competent project management to ensure that all deadlines and objectives are met in a timely and efficient manner. We believe in a no-surprises approach so that the City is always aware of the project status.

### **PLANNED MEETINGS:**

- Kick-off meeting in North Kansas City while meeting all social distancing guidelines; alternatively, a virtual kick-off meeting using Microsoft Teams

### **DELIVERABLES:**

- Data request list
- Agenda for kick-off meeting
- Documentation summarizing the kick-off meeting

## **Task 2: Consumption and Current Revenue Analysis**

Projecting future demand and developing realistic per capita consumption estimates is one of the single most difficult tasks that a utility faces each year. The reason for this is that there are several unforeseeable factors that can affect consumption. A particularly rainy or dry season, unforeseen population growth or decline, and commercial customers moving in and out of the City's service area or not returning after the current pandemic can and will have a dramatic effect on consumption. However, projecting consumption is also one of the most important tasks that a utility faces. These projections directly affect user rates, which, in turn, determine how much cash a utility will collect. If a utility overestimates consumption, then rates will be too low leading to revenue under recovery, a deficit, and decreasing fund balances. Yet, if a utility underestimates consumption, then revenue over recovery occurs, and this can be met with public scrutiny because of unjustly high rates.

Comprehensive operation and customer billing information will be collected to classify customers and project user demand over the planning period. We will study available historical consumption of the City's different customer types in order to arrive at a corresponding usage and growth rate for each type, with emphasis on potential new customers in the Armour Road Redevelopment area. As a result of these analyses, Raftelis will be able to develop projections of consumption for the forecast period under various scenarios, resulting in an optimistic projection, pessimistic projection, and most likely projection. Raftelis will also examine the City's current customer classifications and identify any changes that may be necessary to make them more consistent with current industry practices and standards. Raftelis will then calculate the revenues under current rates at projected consumption levels (optimistic, pessimistic, and most likely) to understand the potential revenues realizable. We will then compare these revenues to the revenue requirements forecast in the financial plan developed in Task 3 to understand the magnitude of the potential shortfall under the current rates.

### PLANNED MEETINGS:

- Web-based meeting to review draft consumption projections

### DELIVERABLES:

- Forecast of consumption and revenues under existing rates over multi-year forecast period

## Task 3: Development of Financial Plans

An important element in conducting a comprehensive rate study is to establish comprehensive short- and long-term financial plans for the City's utilities. In preparing these plans, we will analyze the City's current policies and practices for funding its operations, capital facilities plans, and debt service requirements. As appropriate, and as discussed with City staff, we will consider various financing options, or a combination of options, such as operating revenue, new debt issuances, and miscellaneous fees.

We will assist the City in achieving a suitable balance among the financing options when developing the proposed financial plans, which will accomplish the following:

- Ensure financial sufficiency to meet operating and capital costs as well as prudent reserves
- Meet the City's service policies and objectives
- Fairly distribute financing responsibility to appropriate users
- Result in an appropriate capital structure so that the City maintains a high rating with bond rating agencies

Maintaining detailed financial plans will ensure that City's utilities are operating in a revenue self-sufficient manner and meet debt covenant requirements. We will develop separate financial plans for the water and wastewater utilities to understand if one of the utilities may be subsidized by the other. The financial plan will also include planned transfers from the Gaming Fund and any potential future repayment by the Water Pollution Control Fund.

The financial plans for each utility will include a capital improvement financing component that ensures each utility can fully finance the City's proposed capital improvement program while minimizing impacts to existing ratepayers and complying with revenue bond covenants.

## Review and Evaluate Current Financial Information and Recommend Financial Policies and Programs

As part of this task, Raftelis will evaluate the City's operating and capital reserve requirements as well as financial and rate policies and recommend appropriate changes to the existing policies that will allow the utilities to most effectively meet their financial goals. These financial policy requirements will include identifying appropriate target reserve levels for the operating and capital programs; when these reserves can be used; infrastructure replacement funding from operations; debt funding of Capital Improvement Program, if needed; review of the level of transfers to the general fund; and debt service coverage designed to allow the City to meet its financial objectives and goals while achieving improved rate stability and revenue sufficiency. Raftelis will also provide recommendations on how the City may wish to fund operating and maintenance (O&M) expenses that do not occur annually, such as tank painting and meter replacement.



## Develop Revenue Requirements

This task will include the projection of budget items, such as annual costs related to labor, power, materials, capital expenditures, plant investment, O&M expenses, transfers, reserve contributions, and debt service coverage using assumptions based on different economic factors and growth trends.

We will develop forecasts of revenue requirements over the multi-year planning period. Revenue requirements will be projected over the rate-setting period based on historical results, the current budget, capital improvement plans, master planning studies, existing debt service, other obligations, and current economic trends. We will examine the effect of variations in factors that impact the utilities' revenue requirements and provide comparisons of potential revenue requirement scenarios for review with the City to identify the most appropriate revenue requirements for proposed rates. Projecting revenue adjustments over a multi-year planning horizon can illustrate future rate impacts and potential challenges to the City's financial situation. This will allow the City to adjust its expenses, transfers, and reserve balances or schedule capital projects to smooth rate impacts and maintain financial stability.

**The cash flow worksheet incorporates revenues generated from different sources, expenses needed to maintain the utility systems, any transfers in and out of the enterprise funds, as well as the coverage needed to meet current and proposed debt service requirements.**

## Develop 20-Year Cash Flow Analysis and Recommend Reserve Balances

We will develop a 20-year cash flow analysis to determine the revenue adjustments needed to meet projected revenue requirements for the multi-year planning period while minimizing sharp rate fluctuations. A key part of this analysis will be examining key issues specific to North Kansas City, particularly use of transfers from the Gaming Fund and projected wastewater treatment charges from Kansas City. The cash flow worksheet incorporates revenues generated from different sources, expenses needed to maintain the utility systems, any transfers in and out of the enterprise funds, as well as the coverage needed to meet current and proposed debt service requirements. The level of the transfers will be considered and compared to industry standards as well as considered based on regulatory guidelines. We will also review the reserve policies to recommend appropriate reserve balances consistent with industry standards and the City's desire to appropriately address risk associated with various factors, including emergency expenditures or revenue shortfalls.

## Analysis of Non-Rate Charges and Policies

The project team will review all of the City's other water and wastewater miscellaneous fees and charges as well as other utility policies, including payment options, deposit amounts, connections, and disconnections, and determine if the level of the existing charges is appropriate to recover the City's costs as well as identify other charges and policies the City may wish to implement to be fair and equitable to all customers.

### PLANNED MEETINGS:

- Web-based meeting to review multi-year financial plans

### DELIVERABLES:

- Multi-year financial plans for each utility

## Task 4: Cost-of-Service Analysis and Rate Calculation

Although we take care to tailor a utility's cost-of-service analysis to meet the needs of the individual utility, we always make sure to follow the basic premise of cost-of-service allocations set forth by state and local laws, AWWA's *Manual M1, Principles of Water Rates, Fees, and Charges*, WEF's *Manual of Practice No. 27, Financing and Charges for Wastewater Systems*, and other authoritative bodies.

The first step of a cost-of-service analysis is to complete a cost functionalization to allocate costs to the various functions within the utility. For example, in the water utility, these categories may include source of supply, treatment plant, transmission, and distribution. The next step is the classification of costs based on cost-causative parameters. In water, these parameters would be average day demand, maximum day demand, maximum hour demand, meters, and customer service. Finally, the cost of serving each customer class will be determined based on each class' usage characteristics. Raftelis will discuss with the City whether this task and allocation analysis is necessary for each utility.

### Rate Design

The purpose of this task is threefold. First, we will provide City staff with a better understanding of the principles of water and wastewater rate setting. Second, City staff, with the project team's assistance, will identify and prioritize its rate-setting objectives, and third, the City and the project team will develop the rate structures that will meet the City's pricing objectives.

### Rates and Charges Workshop

We have found that it is beneficial to conduct a rates and charges workshop for our clients to understand what impacts changes in rate structure may have on their customers. This workshop will be the first step in the conceptual design process. During the workshop, we will explain each step in the process of developing utility rates as well as trends in rate setting throughout the United States. We will examine the pricing objectives that drive a utility's rate-setting process, explore the various approaches to determining revenue requirements, and look at the strengths and weaknesses of the City's current rate structures as well as alternative rate structures and the effect that each has on customer demand, revenue sufficiency, and rate equity. Participants in the rates and charges workshop will leave with a better understanding of the rate-setting process and will be better equipped to make the decisions they will be asked to make as the rate study progresses. In addition, they will be able to communicate more effectively with policymakers and customers on matters related to rates and charges.

### Identification and Prioritization of Pricing Objectives

After we have gathered and reviewed relevant background data and provided City staff and stakeholders with an understanding of the principles of rate setting, we will work with City staff and management to develop a set of pricing objectives. In prior studies, objectives (listed alphabetically) have included:

- **Affordability** – Rates should be designed such that there are mechanisms in place that allow for legitimately economically disadvantaged customers to continue to receive water service.
- **Conservation/Demand Management** – The rate structure should encourage water conservation as well as assist in managing system demand.
- **Cost-of-Service-Based Allocations** – The rate structure should ensure that each customer class is contributing equitably towards revenue requirements based upon the costs of providing service to each customer class.
- **Legality** – Rates should be designed according to standard industry practice and in accordance with applicable law such that rate disputes are avoided.
- **Minimizing Rate Impacts** – Rates should be designed and implemented in an effort to avoid inordinately large increases or decreases in customers' bills during the course of a single year.



- **Rate Stability** – The rate structure should minimize dramatic rate increases or decreases over the planning period.
- **Revenue Sufficiency** – Rates should generate revenues sufficient to meet revenue requirements despite fluctuations in demand.
- **Simplicity and Ease of Implementation** – Rates should be readily understandable by customers and be able to be implemented using existing staff and the existing billing and collection infrastructure with only minor modifications.

In order to facilitate the identification and prioritization of pricing objectives, we will conduct a pricing objectives workshop for City staff. This workshop can be held in conjunction with the rates and charges workshop or at a later date. At the pricing objectives workshop, participants will be able to contribute pricing objectives to a prepared list of common pricing objectives, discuss the relevance of each objective, and then prioritize and select the objectives that they believe are most important. Our process for the workshop will allow workshop participants to see the results of the prioritization process prior to the end of the workshop so that the results can be discussed and revised if so desired. The City may wish to conduct similar workshops for other stakeholders. We have conducted similar exercises with members of the public and elected officials.

### **Develop Conceptual Designs**

Once the City's pricing objectives have been prioritized and after our initial review of the data related to cost and usage characteristics, we will then work with the City to develop conceptual designs, or approaches, that address as many of the City's objectives as possible for each of the rate structures being analyzed. Through recent projects for other clients, we have had the opportunity to develop and evaluate many different basic and innovative rate structures including uniform rates, declining block rates, increasing block rates, lifeline rates, seasonal rates, individualized rates, and water budget rates, among others.

Special attention will be given to water and wastewater rates paid by large industrial users. Adjusting the rate structure can cause revenue increases to have disproportionate effects on different types of customers, and it is important to understand rate impacts on especially large or small customers in addition to the average customer. The cost-of-service analysis involves estimating the impact of various customer classes on the system and the costs they cause the utility to incur. Conceptual rate design is an important part of making sure costs are recovered from these customers appropriately.

The conceptual designs will be developed based on input from City staff and will be reviewed and discussed with City staff to ensure that the resulting rate structures are appropriate and can be implemented effectively by the City. We will consider all relevant ordinances that effect the way in which the City can charge for service and take into account the effect of a new rate structure on each customer class. The review with City staff will consider any customer education or formal communications with the community that will be necessary as a result of the proposed changes to the rate structure. The conceptual design process provides an important opportunity to receive additional input from City staff and to identify additional features that may be desirable in developing the rate model.

Once City staff and the project team have narrowed the conceptual design options down to two to four for each utility, we will conduct a conceptual design workshop for City staff. The objective of the workshop will be to examine the advantages and disadvantages of each option and refine them as necessary so that the project team can begin developing the cost-of-service and rate model. In order to facilitate the discussions, we will provide appropriate materials that describe the conceptual design options for the City's review prior to the workshop. Once the conceptual approaches have been finalized, the project team will incorporate them into the rate models.

## Rate Calculation

After the revenue requirements have been functionalized, classified, and allocated, we will use the consumption analysis performed in Task 2 and combine it with the new revenue requirements to calculate user rates reflecting the City's specific rate goals and objectives. In identifying these goals and objectives, Raftelis will evaluate the City's current rate structures and discuss how they compare to industry standards. At this point, we will discuss and evaluate the need for new customer classes, such as senior citizen or irrigation/sprinkler rates. Raftelis has worked with many customers to evaluate existing and new customer classes. This evaluation will be based on existing data and the needs of the City.

We will project these rates for the 20-year forecast period to ensure that all covenant requirements are met and to ensure that customer impacts of rate increases do not lead to rate shock. At the end of this task, we will conduct a meeting with City staff. At this meeting, Raftelis will review the entire cost-of-service and rate-setting process and present preliminary rates. Prior to the meeting, City staff will be provided with the draft rate model and preliminary rates so that they will be able to review our methodology and suggest changes. We will discuss all suggested changes and then work with the City to come up with our final rate recommendations to incorporate into the City's rate ordinances.

## Comparison of Costs by Customer Class

Based on the rate structures identified in this task, we will develop a comparison of the cost of service to rate recovery under the new rates as well as existing rates. This will allow the City to understand any inequities in the existing rate structure, how any proposed changes to the rate structure addresses those inequities, and the impact of the changes on customers of all types and sizes.

### PLANNED MEETINGS:

- Web-based meeting with City staff to review costs by customer classes and resulting rates

### DELIVERABLES:

- Costs by customer classes as well as preliminary and final rate recommendations

## Task 5: Rate Model Development

At the heart of any successful cost-of-service and rate study is the computer model that is used to develop revenue requirements; perform cost functionalization, classification, and allocation; and calculate rates. The model must be sophisticated enough to perform the complex calculations involved in a comprehensive cost-of-service and rate analysis and yet still be simple enough to allow for future updates by City staff. Raftelis has already developed a model tailored to North Kansas City for the 2017 rate study, which we plan to update and refine to meet the City's needs in 2020.

The model will incorporate the rate structures and rate calculation methodologies that are identified during Task 4. During the course of the project, City staff will be provided with working copies of rate model drafts in Excel so that they will be able to provide input into the development of the model. Once the project is complete, the City will be provided with fully functioning copies of the model and Raftelis personnel will train members of the City staff in its use.

### PLANNED MEETINGS:

- Meeting in North Kansas City or on Microsoft Teams to train City staff on the use of the rate model

### DELIVERABLES:

- Functional rate model for the City's future use and update

## **Task 6: Reports and Presentations**

### **Rate Comparison**

Raftelis will prepare a comparative analysis of the City's current and proposed water and wastewater rates to comparable peer utilities. This comparison will be used in the reports and presentations of the findings of the study to provide a frame of reference for stakeholders and decision makers.

### **Draft and Final Report**

The draft report will document the rate development process, describe any recommended changes to the existing rate structures and the reason for such changes, and present the results of the cost-of-service and rate study. An electronic copy of the draft report will be presented to City staff for their review and comment. Raftelis will incorporate the City staff's comments of the draft report into a final report. Upon finalization of the report, the City will be provided an electronic copy of the report as well as sufficient printed copies. In addition to the final report, the City will also be provided with electronic copies of the final rate model in Excel.

### **Presentations**

We will prepare a PowerPoint presentation summarizing the rate study process, findings, and recommendations in a clear and concise manner. We will provide a draft of this presentation to City staff for their review and comment prior to presenting the final version to the City Council at the completion of the study.

### **PLANNED MEETINGS:**

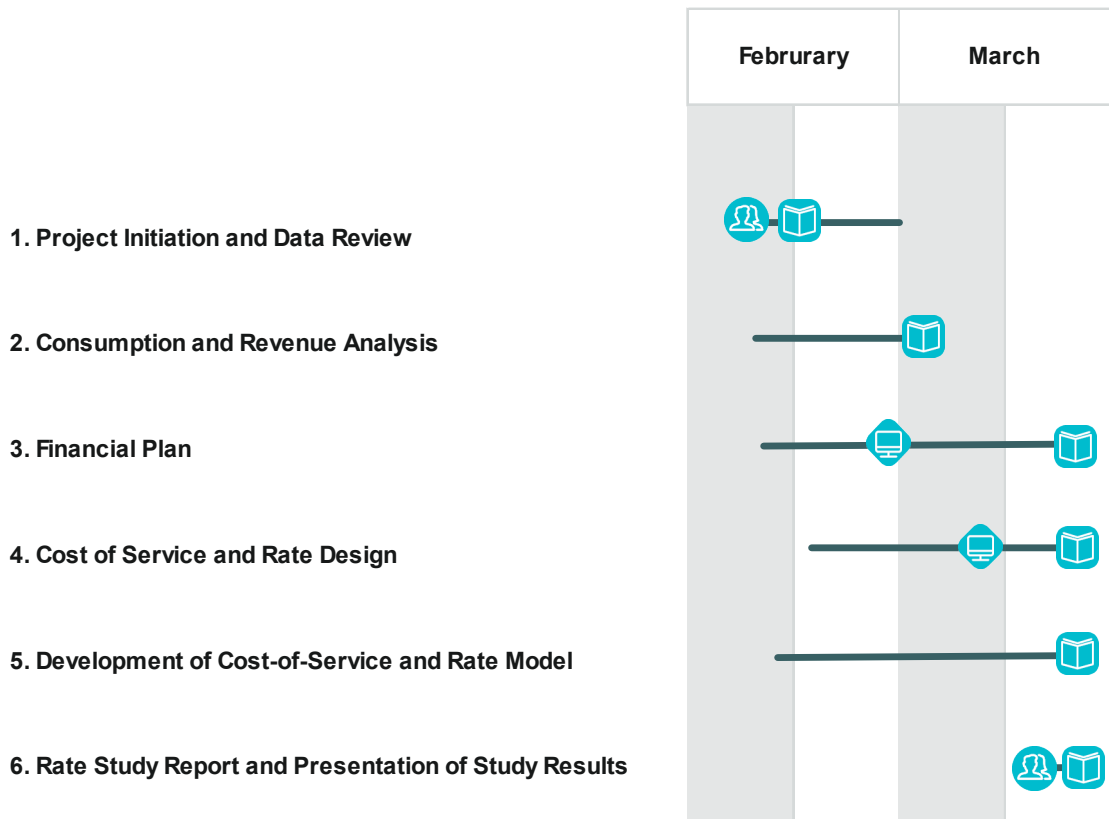
- Web-based meeting to review draft report with City staff
- On-site presentation as directed by the City

### **DELIVERABLES:**

- Rate comparison
- Draft report
- Final report
- PowerPoint presentations


# Project Schedule

Because of our familiarity with the City and the financial planning and cost-of-service model from our previous study, we are ready to begin work on this project immediately and can complete the work and present the results of the rate study to the City Council in approximately two months. The schedule below assumes that we would start in early February 2021 and that we receive the requested data in a timely manner. The starting date and the length of the schedule can be adjusted to meet the needs of the City as necessary.



 *In-Person Meetings / Workshops*

 *Web Meetings*

 *Deliverables*

# Cost

The following table provides a breakdown of our proposed fee for this project. This table includes the estimated level of effort required for completing each task and the hourly billing rates for our project team members. Expenses include a \$10 per hour technology charge covering computers, networks, telephones, postage, etc. Since all of the proposed staff for this project are located in our Kansas City office, we will not need to bill the City for travel expenses for any in-person meetings.

Tasks	Hours				Total Fees
	TB	JC	Corp	Total	
1. Project Initiation and Data Review	4	12	2	18	\$3,980
2. Consumption and Revenue Analysis	2	12	0	14	\$3,200
3. Financial Plan	4	12	0	16	\$3,820
4. Cost of Service and Rate Design	4	12	0	16	\$3,820
5. Development of Cost-of-Service and Rate Model	0	6	0	6	\$1,290
6. Rate Study Report and Presentation of Study Results	4	8	0	12	\$2,960
<b>Total Estimated Hours</b>	<b>18</b>	<b>62</b>	<b>2</b>	<b>82</b>	
<b>Hourly Billing Rate</b>	<b>\$310</b>	<b>\$215</b>	<b>\$80</b>		
<b>Total Professional Fees</b>	<b>\$5,580</b>	<b>\$13,330</b>	<b>\$160</b>	<b>\$19,070</b>	

TB - Tom Beckley  
 JC - Joe Collins  
 Corp - Corporate Functions

<b>Total Fees</b>	<b>\$19,070</b>
<b>Travel Expenses</b>	<b>\$0</b>
<b>Tech Charge</b>	<b>\$820</b>
<b>Total Fees &amp; Expenses</b>	<b>\$19,890</b>

# Additional Data

We do not have any additional information to include in this section.

**APPENDIX:**

# **Sample of Previous Water and Sewer Rate Study**



Village of  
**Northfield**

**Water and Sewer Utility Rate Study**

Final Report / April 1, 2020



April 1, 2020

Ms. Stacy Sigman  
Village Manager  
Village of Northfield  
361 Happ Road  
Northfield, IL 60093

**Subject: Water and Sewer Utility Rate Study**

Dear Ms. Sigman,

Raftelis Financial Consultants, Inc. (Raftelis) is pleased to provide this report, which details our conclusions and recommendations regarding the Village of Northfield's (Village) water and sewer rates.

The primary objectives of the study were two-fold: develop a financial plan which determines the level of overall revenues necessary to fund ongoing operations and allow for replacement of critical water and sewer infrastructure; and, recommend adjustments to the water and sewer rate structures to better achieve the Village's objectives and improve alignment with industry best practices.

Our principle recommendations are:

1. Fund the water main replacement program primarily with debt, which equitably spreads the cost of the program over all customers (current and future).
2. Increase utility revenues by 15.5% in FY 2021, followed by inflationary increases through FY 2026.
3. Assess the pros and cons of the various rate structure options to determine the most effective approach for the community.
4. Transition to monthly billing in order to mitigate the impact of the FY 2021 increase, make it easier for customers to budget for their water and sewer bill, and allow for faster identification and repair of customer water leaks.

It has been a pleasure working with you, and we thank you and the Village project team for the support provided during the course of this study.

Sincerely,



**Thomas A. Beckley**  
*Vice President*



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# Executive Summary

## Financial Plan

The primary objective of financial planning involves determining the level of overall revenues necessary to fund ongoing operations and allow for replacement of critical water and sewer infrastructure.

The Village of Northfield (Village) plans to undertake a major water main replacement program beginning in FY 2021. The replacement program was developed based on a study of the Village's water infrastructure performed by the University of New Mexico and has been incorporated in the Village's Capital Improvement Plan (see Appendix 2). Raftelis and the Village project team developed a financial plan that includes **issuing \$9,500,000 of debt** through FY 2026 to fund the majority of the program. The use of debt is recommended to ensure that the cost of the program is equitably shared among all users of the assets (both current and future) by spreading the cost of the program out over time, rather than asking current customers to bear the burden of funding infrastructure that will be used by future customers as well. In order to fund debt service payments and maintain adequate reserves, **the Village should increase utility revenues by 15.5% in FY 2021 followed by inflationary increases through FY 2026**. The financial plan presented in this report will allow the Village to fund normal operating and maintenance expenses (O&M) and debt service for new and existing bonds while maintaining an adequate level of operating reserves and debt service coverage ratios, a measure of the utility's ability to pay for debt service. Since nearly all Village customers receive both water and sewer service, the recommendations in this report are for the combined water and sewer utility. However, separate assessments were conducted of the revenues associated with the independent water and sewer operations. The detailed analysis is provided in Appendix 1. The recommended 15.5% increase is based on that analysis and is made up of a 22% increase in water and a 0% increase in sewer.

Figure 1 presents a summary of the financial plan. Each column consists of smaller, stacked columns in different colors to indicate the type of major expense: O&M, existing debt service, proposed debt service, and reserve funded capital. The gray line indicates revenues at current rates; this is the revenue the utility would collect with no rate adjustments. As indicated, utility revenues under existing rate levels will be insufficient to fund expenses beginning in FY 2021. The green line indicates the revenue required to fund utility expenses. The numbers above each column show the proposed increase in revenue each year. More detail about the financial plan can be found in Section 1.

Figure 1: Combined Utility Financial Plan

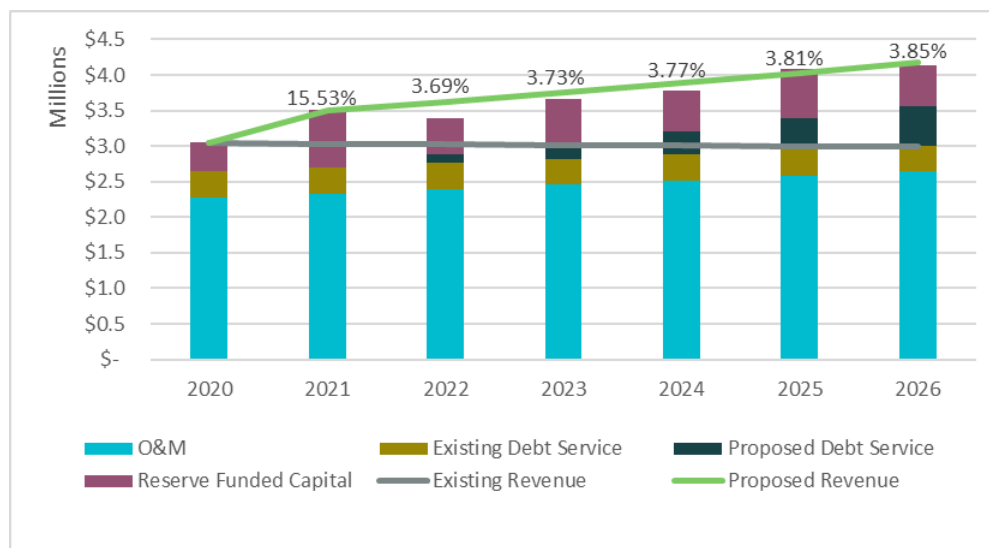
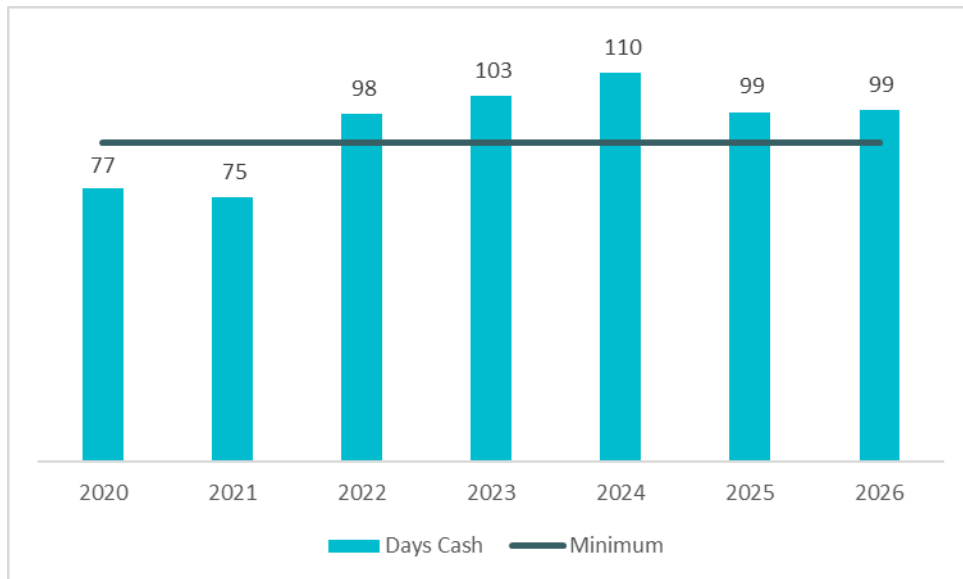


Figure 2 indicates the combined utility operating reserve balance displayed in Days O&M and Debt Service relative to our recommended minimum target of 90 days. The ending balance of 99 days in FY 2026 indicates that the reserve balance is sufficient to pay just over 3 months of utility expenses.

**Figure 2: Days O&M and Debt Service**



## Financial Plan Recommendations

1. Fund the water main replacement program primarily with debt, which equitably spreads the cost of the program over all customers (current and future).
2. Increase utility revenues by 15.5% in FY 2021, followed by inflationary increases through FY 2026.

## Pricing Objectives

At the December 2019 Committee of the Whole meeting the Village Board of Trustees (Trustees) discussed water and sewer rate structures and the 10 competing priorities generally associated with establishing these rates. Trustees were then asked to undertake a Pricing Objectives Exercise and rank each of the objectives in order of importance to Northfield. The top five objectives are listed below followed by a table illustrating how each of the rate options, discussed in the next section, met each objective.

1. **Revenue Stability** - The rate structure should provide for a steady and predictable stream of revenues.
2. **Rate Stability** - The rate structure should minimize dramatic rate increases over the planning period.
3. **Minimization of Customer Impacts** – The rate structure should be developed such that adverse rate impacts on each customer class are minimized.
4. **Affordability** - The rate structure should provide assistance to economically disadvantaged customers.
5. **Efficiency and Conservation** - The rate structure should encourage conservation as well as assist in managing system demand.

The table below illustrates how each option discussed in the next section meets the Top 5 pricing objectives.

Description	Option 1 Status Quo	Option 2 25% RTS	Option 3 10% RTS	
<b>Top 5 Pricing Objectives</b>	Revenue Stability	✓	✓	
	Rate Stability	✓	✓	✓
	Minimization of Customer Impacts	✓		
	Affordability			✓
	Efficiency and Conservation			✓

## Rate Structure Options

After establishing the overall level of revenue recovery for each utility, and assessing the results of the Pricing Objectives Exercise, Raftelis examined a series of rate structure options to recover the revenue required to meet the needs of the water and sewer utilities moving forward. These options were then narrowed to the following three by the Village Project team. **All three options are expected to achieve the same overall revenue for the Village.** The details of each are as follows:

1. Option 1 – Status Quo: Maintains the Village’s existing rate structure but increases the rates across the board by 15.5% to generate the additional revenue needed to fund capital projects. The current rate charges \$9.09 per hundred cubic feet<sup>1</sup> (Ccf), with a minimum of 11 Ccf per quarter.
2. Option 2 – 25% RTS: Applies a volume rate only to what customers actually use, coupled with a monthly fixed charge to recover the cost of meter reading, billing and collection and readiness to serve (RTS) costs. Readiness to serve costs are incurred to operate and maintain water and sewer assets that stand ready to meet customer demands regardless of how much water is actually used. The fixed charge varies by meter size as larger meters are more expensive to serve and can place a higher potential demand on the water system. This option recovers approximately 25% of revenues on a fixed basis with the balance recovered based on consumption. The increase to customers would vary from -8.55% to 33.25% based on usage and meter size.
3. Option 3 – 10% RTS: is the same as Option 2 but only recovers approximately 10% of revenues on a fixed basis. The increase to customers would vary from -6.36% to 31.77% based on usage and meter size.

Option 1 produces stable revenues and minimizes customer impacts because the percentage impact on customer bills will be the same regardless of usage. Because the minimum is retained, lower volume users may pay for more water than they use. The current minimum charge may also discourage conservation because there is no incentive for small users to limit consumption. Finally, Option 1 does not address the additional impact that customers with larger meters may place on the water system. Overall however, this may be the easiest rate structure for consumers to understand.

Option 2 produces stable revenues but will result in customer impacts which vary based on meter size and usage. The 25% fixed charge, like the minimum, may also impact lower volume customers. Maintaining a higher level of fixed revenue recovery means customers will have less of an incentive to conserve, similar to Option 1. Option 2 may however represent an improvement in equity because the fixed charge is based on meter size and the demand customers at each size may place on the utilities.

Option 3 functions just like option 2 but with a smaller 10% fixed component. This helps low volume users with affordability and promotes conservation but results in less revenue stability. The lower fixed charge also means that a greater proportion of utility costs, which are mostly fixed, are recovered based on customer usage. As a result, lower volume users will see lower bills, but will also be paying for a smaller proportion of utility costs, even though the cost to serve them, which is mostly fixed, has not fundamentally changed.

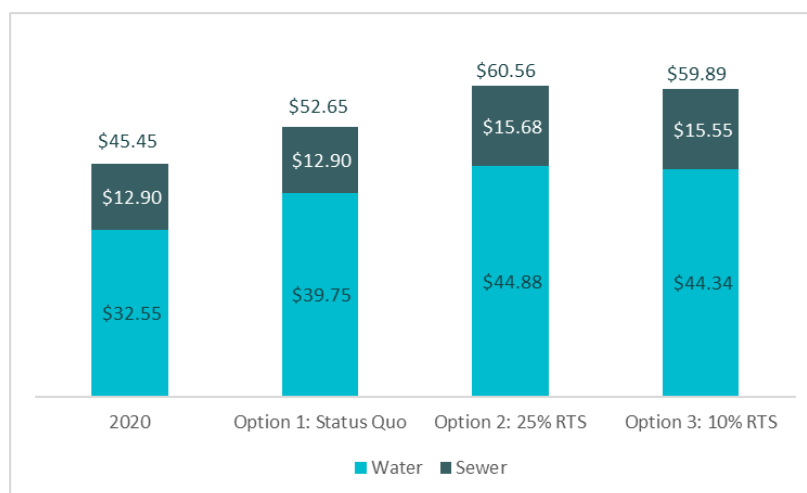
Figure 3 displays a monthly bill for an average residential customer with a ¾-inch meter using 5 Ccf per month under each option. Note that all of these options recover the level of revenue recommended in the financial plan and assume the Village will begin billing customers on a monthly basis.

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<sup>1</sup> One hundred cubic feet is equal to 748 gallons.



**Figure 3: Typical Monthly Bill Comparison**



To minimize the impact of the proposed rate increase, Raftelis also recommends that the Village begin billing all customers on a monthly basis. Currently, nearly all residential customers and approximately 30% of commercial customers are billed quarterly. Billing customers monthly would have several benefits. First, it would mitigate the impact of the rate increases. Rather than receiving a large bill four times per year, customers would receive a smaller one 12 times. Although the total bill on an annual basis would be the same, smaller bills are less impactful. Second, monthly bills are easier to budget for, especially for lower income households. Finally, receiving bills more often makes it easier for customers to identify unusual water usage. It is possible for a small leak to remain undetected for an entire quarter before a customer even knows to look for it. With a monthly bill, a customer could find and address the problem much sooner.

Almost 60% of the Village’s customers have a “radio read” meter in place and will receive bills based on their actual usage each month. The remaining 40%, that have manual read meters, could be divided into two cycles and those meters could then be read every other month. That would mean those customers would receive an estimated bill every other month and then a bill that would “true-up” their account every other month until their meter can be equipped with a radio read meter. Village staff estimates that it will take about 5-6 years to fully transition to radio read meters and that program will have a cost of about \$450,000.

## Rate Recommendations

1. **Assess the pros and cons of the various rate structure options to determine the most effective approach for the community.**
2. **Transition to monthly billing in order to mitigate the impact of the FY 2021 increase, make it easier for customers to budget for their water and sewer bill, and allow for faster identification and repair of customer water leaks.**

Before moving forward with any of the rate options it is important that the Village Board carefully assess the pros and cons of each to determine which is the most effective for the community. The following table outlines the pros and cons of each to help facilitate that discussion.

## Option 1 - Status Quo Pros and Cons:

### Pros (+):

- Meets 3 of 5 pricing objectives
- All customers will see the same 15.5% increase, which may minimize confusion
- Customers are used to the current system

### Cons (-):

- The 11 Ccf minimum has been confusing in the past and may be harder to defend than the RTS approach
- May discourage conservation in low volume customers since people are billed 11 Ccf regardless of usage
- Lowest volume users pay more under this approach than Option 3
- Doesn't account for meter size and the overall impact those may have on system costs

## Option 2 - 25% RTS Pros and Cons:

### Pros (+):

- Meets 2 of 5 pricing objectives.
- The fixed component may be easier to defend since it is based on meter size.
- It is more consistent with current industry standards than having a minimum charge.

### Cons (-):

- Customers will see vastly different increases based on meter size and usage ranging from -8.55% to 33.25%, which may be confusing.
- Lowest volume users pay more under this approach than Option 3.
- Commercial customers see a much lower increase than residential customers. Some will even see a decrease.
- It is a completely different approach and the change may be confusing to customers

## Option 3 - 10% RTS Pros and Cons:

### Pros (+):

- Meets 1 of 5 pricing objectives.
- The lowest volume users will see a 6.63% decrease.
- The fixed component may be easier to defend since it is based on meter size.
- Encourages conservation since most of the bill is based on water usage
- Is more consistent with current industry standards than having a minimum charge.

### Cons (-):

- There will be much greater fluctuation in revenue based on weather and customer usage.
- Customers will see vastly different increases based on meter size, ranging from -6.63% to 31.77%, which may be confusing.
- Commercial customers will see a much lower increase than residential customers.
- The low fixed component does not cover the Village's fixed cost and therefore lower volume users may not be paying their fair share of the true operating and infrastructure costs.
- It is a completely different approach and the change may be confusing to customers.

# Introduction

The Village of Northfield engaged Raftelis Financial Consultants, Inc. (Raftelis) to develop water and sewer financial plans and develop rate structure alternatives to meet the Village's objectives.

Section 1 of this report summarizes the financial plan Raftelis developed with the Village project team. The financial plan analyzes the Village's planned operating and capital expenses through FY 2026 and determines the overall level of revenue needed to fund necessary operation and maintenance expenses, repair and replace water and sewer infrastructure, and allow for a prudent level of operating reserves. Section 2 reviews three rate structure options Raftelis developed to recover the required revenue determined in Section 1, highlighting how each aligns with the Village's pricing objectives. Since nearly all Village customers receive both water and sewer service, the recommendations in this report are for the combined water and sewer utility. However, separate assessments were conducted of the revenues and expenses associated with the independent water and sewer operations. That detailed analysis is presented in Appendix 1.

## 1. Financial Plan

### 1.1 Financial Planning Methodology

The primary objective of financial planning involves comparing forecasted utility revenues under existing rates to forecasted expenditures and determining what annual adjustments to revenues are necessary to ensure the financial sustainability of the utilities going forward. This involves three steps:

1. Forecast revenue under existing rates to form the baseline against which any revenue adjustments will be made.
2. Forecast operating and capital expenses.
3. Compare revenues and expenditures and determine whether any adjustments to revenues are needed to achieve financial sustainability.

Evaluating financial sustainability involves two key financial performance metrics: Days O&M and Debt Service, and Debt Service Coverage Ratios.

**Days O&M and Debt Service** is a measure of the ability of the utility to deal with unanticipated declines in revenue or emergency expenditures without reducing service quality or dramatically increasing rates. It is determined by dividing the dollar amount of a utility's cash reserves by minimum cash expenditures budgeted for that year, multiplied by 365. A utility's minimum cash expenditures includes the cost to operate the utility on a day-to-day basis (O&M), plus annual principal and interest payments on any outstanding debt (debt service). While the number of days utilities seek to maintain will vary, we typically recommend a minimum of 90 days, which would be sufficient to cover a utility's minimum cash expenditures for three months. This can be used for working capital (timing differences in revenues and expenditures), temporary revenue shortfalls, or emergency capital repairs.

**Debt Service Coverage Ratios** are a measure of how much current revenues exceed current debt service obligations, after operating expenses have been funded. A ratio above 1 indicates that current net revenues (operating revenues less expenses) are sufficient to meet current debt service obligations with room to spare for unforeseen emergencies. A ratio of less than 1 would mean that the utility does not have sufficient current revenues to cover operating expenses and meet debt service payment obligations. Coverage requirements vary by the type of debt issued, bond covenants,

and ratings agency criteria, but the financial plan developed for the Village is based on maintaining a minimum debt service coverage ratio of 1.25 times, which is a typical minimum requirement for revenue bonds; after operating expenses are paid, net revenues exceed annual debt service payments by at least 25%. The effect of maintaining revenues above what is required to pay O&M and debt service is that additional revenues are available to fund capital improvements. These funds are referred to as reserve funded capital.

These criteria help inform decisions about the level of cash funding, debt issuance, and rate increases Raftelis recommends. The financial plan presented in this report is the result of an iterative process to find a balance of rate increases, reserves, and coverage ratios.

In addition to developing a financial plan for the combined utility, Raftelis also analyzed water revenues and sewer revenues relative to each utility's expenses. While Village combined the prior Water Fund and Sewer Fund into the Water Sewer Fund in FY 2015, it is important understand the ability of each utility's revenues to cover its costs. Raftelis found that sewer revenues exceed the amount required to fund sewer O&M and capital projects, while water revenues are insufficient to fund water expenses. When taken together, existing water and sewer revenues are sufficient to cover operating costs, but—as indicated below—additional revenues are required to fund necessary capital reinvestments. The individual water and sewer cost analysis and financial plans can be found in Appendix 1.

## 1.2 Forecast of Revenues

The forecast of revenues under existing rates forms the baseline for the level of revenues the Village can expect to receive with no adjustments to rates. This revenue is compared to projected expenses to determine if adjustments to revenue levels are needed. The forecast of revenues involves assumptions regarding growth in customer accounts and usage through FY 2026.

Under existing rates, customers pay a fixed minimum amount per quarter plus a volumetric component for each hundred cubic feet (Ccf) they use above the minimum. Fixed revenues under existing rates are a function of the number of customer accounts because each account pays a minimum fixed charge four times per year. Given that the Village is mostly built out, growth in customer accounts, and by extension, minimum charge revenues, are expected to be flat through FY 2026.

Volumetric revenues are a function of the amount of water customers use. The Village has historically experienced declines in water usage per customer account. This is consistent with a nationwide trend in declining usage due to increased fixture efficiency and an increase in conservation among utility customers. Given these trends, Raftelis has assumed a decline of 0.5% per year in customer use through FY 2026.

The combined impact of the two forecasts is a slight decline in utility revenues if there are no adjustments to rates.

## 1.3 Forecast of Operating and Capital Expenses

### 1.3.1 FORECAST OF OPERATING EXPENSES

Operating expenses are those which the utility incurs on a day-to-day basis and do not involve the construction of a capital asset. The basis for the operating expense forecast was the FY 2020 utility budget provided by Village staff. From this Raftelis removed any non-cash expenses (e.g. depreciation) and any expenses captured in the capital improvements program (CIP), which we evaluated separately. The remaining expenses were forecasted using escalation rates developed in conjunction with Village staff, to account for inflationary increases in costs that will occur over the forecast period. The forecast also includes the cost of a transition to monthly billing for all customers, estimated at \$3.00 per bill. The recommendation regarding monthly billing is discussed in greater detail in Section 2.

### 1.3.2 CAPITAL FINANCING PLAN

Capital expenses are incurred to make improvements to system assets. The Village has identified major water main replacement projects through FY 2026. These replacements were identified in a study of the Village’s water infrastructure performed by the University of New Mexico and have been incorporated in the Village’s Capital Improvement Plan (See Appendix 2). Funding for these projects is the primary driver of the proposed rate adjustments. The plan assumes total bond issuances of approximately \$9.5 million through FY 2026.

The use of debt to fund the water main replacement program is recommended to ensure that the cost of the program is equitably shared among all users of the assets. The water mains being replaced will be used by customers for many years into the future<sup>2</sup>. Some of these customers do not yet live in the Village but will become customers at some point in the future. Using cash would represent a large upfront cost to current customers. This asks current customers to bear the burden of funding water main replacements that will benefit future customers as well. The use of debt, by contrast, will spread the cost of these assets over time, via annual principal and interest payments. This better aligns the recovery of the cost of the program (over time) with its beneficiaries (current and future users). Reserve-funded capital (cash on hand) will supplement the debt proceeds and is generated by meeting the minimum 1.25 times debt service coverage ratio noted in Section 1.1.

Figure 4 presents proposed revenue bond proceeds, reserve funded capital, and planned water and sewer capital spending.

**Figure 4: Combined Utility Capital Financing Plan**

<u>Sources of Funds</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>
Beginning Balance	\$ -	\$ -	\$ -	\$ 4,219	\$ 5,830	\$ 12,129	\$ 13,809
Revenue Bond Proceeds	-	-	1,970,000	2,030,000	1,645,000	1,870,000	2,020,000
Reserve Funded Capital	405,000	797,000	520,500	620,000	570,000	700,000	570,000
<b>Total: Sources of Funds</b>	<b>\$ 405,000</b>	<b>\$ 797,000</b>	<b>\$ 2,490,500</b>	<b>\$ 2,654,219</b>	<b>\$ 2,220,830</b>	<b>\$ 2,582,129</b>	<b>\$ 2,603,809</b>
<u>Uses of Funds</u>							
Water Projects	\$ 390,000	\$ 527,000	\$ 2,265,420	\$ 2,311,762	\$ 1,979,107	\$ 2,251,411	\$ 2,318,926
Sewer Projects	15,000	270,000	200,861	316,627	214,595	296,909	258,070
Issuance Costs	-	-	20,000	20,000	15,000	20,000	20,000
<b>Total: Uses of Funds</b>	<b>\$ 405,000</b>	<b>\$ 797,000</b>	<b>\$ 2,486,281</b>	<b>\$ 2,648,389</b>	<b>\$ 2,208,702</b>	<b>\$ 2,568,319</b>	<b>\$ 2,596,996</b>
<b>Ending Balance:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,219</b>	<b>\$ 5,830</b>	<b>\$ 12,129</b>	<b>\$ 13,809</b>	<b>\$ 6,814</b>

<sup>2</sup> The life of water mains varies depending on pipe materials, the method of installation, and other factors but on average they can be expected to last 80 years. Some communities have pipes in service more than 100 years old.

## 1.4 Combined Utility Cash Flow

The last step in the financial planning process involves compiling a cash flow forecast, which identifies the revenue adjustments necessary to ensure financial sustainability. Figure 5 summarizes the combined utility cash flow. Rate revenues and the effect of rate increases can be seen in the first row. The performance metrics discussed in Section 1.1 are presented in the bottom rows. Existing utility revenues are not sufficient to meet current expenses. Additionally, the reserve fund is projected to end the current fiscal year well below the minimum reserve balance of 90 days.

Accordingly, Raftelis recommends a 15.5% increase in water and sewer utility revenue in FY 2021<sup>3</sup> followed by inflationary increases each year thereafter. The rate revenue adjustments indicated will bring revenues back in line with expenditures, as well as achieving the minimum recommended operating reserve and debt service coverage.

**Figure 5: Combined Utility Cash Flow**

<b>Revenue</b>	<b>FY 2020</b>	<b>FY 2021</b>	<b>FY 2022</b>	<b>FY 2023</b>	<b>FY 2024</b>	<b>FY 2025</b>	<b>FY 2026</b>
Rate Revenue	\$ 2,937,693	\$ 3,394,039	\$ 3,519,124	\$ 3,650,327	\$ 3,787,948	\$ 3,932,301	\$ 4,083,716
Non-Rate Revenue	100,600	100,600	100,600	100,600	100,600	100,600	100,600
<b>Total: Revenue</b>	<b>\$ 3,038,293</b>	<b>\$ 3,494,639</b>	<b>\$ 3,619,724</b>	<b>\$ 3,750,927</b>	<b>\$ 3,888,548</b>	<b>\$ 4,032,901</b>	<b>\$ 4,184,316</b>
<b>Rate Revenue Increase</b>		15.53%	3.69%	3.73%	3.77%	3.81%	3.85%
<b>Expenses</b>							
Operating Expenses	\$ 2,276,700	\$ 2,333,991	\$ 2,392,794	\$ 2,453,152	\$ 2,515,108	\$ 2,578,710	\$ 2,644,004
Debt Service	364,428	370,020	484,305	591,944	697,435	805,589	917,302
Reserve Funded Capital	405,000	797,000	520,500	620,000	570,000	700,000	570,000
<b>Total: Expenses</b>	<b>\$ 3,046,128</b>	<b>\$ 3,501,011</b>	<b>\$ 3,397,599</b>	<b>\$ 3,665,096</b>	<b>\$ 3,782,543</b>	<b>\$ 4,084,299</b>	<b>\$ 4,131,306</b>
<b>Surplus/(Deficit)</b>	<b>\$ (7,835)</b>	<b>\$ (6,372)</b>	<b>\$ 222,125</b>	<b>\$ 85,831</b>	<b>\$ 106,005</b>	<b>\$ (51,398)</b>	<b>\$ 53,010</b>
<b>Fund Balance</b>	558,546	552,174	774,299	860,130	966,135	914,737	967,747
<b>Days O&amp;M + Debt Service</b>	77	75	98	103	110	99	99
<b>Debt Service Coverage</b>	2.09	3.13	2.53	2.19	1.96	1.80	1.67

### Financial Plan Recommendations

1. Fund the water main replacement program primarily with debt, which equitably spreads the cost of the program over all customers (current and future).
2. Increase water and sewer utility revenues by 15.5% in FY 2021, followed by inflationary increases through FY 2026.

<sup>3</sup> A water rate increase of 22% and sewer rate increase of 0% will increase total revenue by 15.5%. See section 1.1.1 and Appendix 1 for details.

# 2. Rates and Customer Impacts

Once the overall level of required revenue was determined based on the financial plan, Raftelis worked with the Village project team to develop rate structures which meet the Village’s objectives.

## 2.1 Basis for Evaluating Rate Structures

The examination of rate structure options was informed by a Pricing Objectives Exercise, which asked the Village Board of Trustees (Trustees) to rank different competing priorities regarding water and sewer rates. Trustees were provided worksheets and asked to rate each objective as “Essential”, “Very Important”, “Important”, or “Least Important”. Figure 6 lists the different objectives Raftelis discussed with work session attendees and the results of the exercise with elected officials, ranked from most important to least important.

Figure 6: Pricing Objective Results

Objective	Average	Rank
Revenue Stability	1.17	1
Rate Stability	1.17	1
Minimization of Customer Impacts	1.83	3
Affordability	2.00	4
Efficiency & Conservation	2.17	5
Cost of Service	2.20	6
Equitable Contributions from New Customers	2.40	7
Simple to Understand/Update	2.50	8
Ease of Implementation	2.83	9
Economic Development	3.00	10

The rankings of the rate setting objectives provided the Village project team and Raftelis with direction as decisions were made throughout the rate design process. These results provided valuable guidance as the team sought to incorporate the values of the community into the process.

## 2.2 The Village’s Existing Rate Structure

Most Village customers are billed based on the following:

1. A minimum charge of \$99.99 per quarter
2. A volume charge of \$9.09 per hundred cubic feet (abbreviated Ccf)

Customer use in the Village is measured in hundred cubic feet. 1 Ccf is equal to 748 gallons. The minimum charge is the lowest a customer’s bill will ever be under the current structure and it is based on 11 Ccf (8,228 gallons) per quarter. This means that regardless of how little water a customer uses in a given quarter, they will always be billed for at least 11 Ccf. Every Ccf after 11 is billed at the volumetric charge of \$9.09 per Ccf.



## 2.3 Rate Structure Alternatives

During the study process, Raftelis and the Village project team examined 8 different rate structure alternatives including:

- Maintaining the existing structure;
- A conservation rate that employs a higher volumetric rate for usage above 10 Ccf; and
- Several ready to serve options which charge a fixed rate charge based on meter size, combined with a volume charge. The team assessed fixed revenue recovery options of: 5%, 10%, 15%, 20%, 25% and 26%.

Ultimately, Raftelis and the Village project team identified **three** options that they felt warranted further consideration by the Village Board.

- Option 1 – Status Quo: Maintains the existing structure and all customers rates would increase equally to achieve the additional revenue called for in the financial plan.
- Option 2 – 25% RTS: Creates a fixed charge, based on customer meter size, combined with a volume rate. Under the 25% option the Village would recover approximately the same amount of fixed revenues as the existing minimum charge.
- Option 3 – 10% RTS: Creates a fixed charge, based on customer meter size, combined with a volume rate. Under the 10% option the Village would recover less fixed revenue than the existing minimum charge.

The details of each option and the associated advantages and disadvantages are discussed in Sections 2.3.1 through 2.3.3 below. That said, there are two important considerations for all three options.

Raftelis recommends the Village transition to monthly billing. Currently, nearly all residential customers and approximately 30% of commercial customers are billed quarterly. Changing to monthly would have several benefits: First, it would mitigate the impact of the rate increases. Rather than receiving a large quarterly bill, customers would receive a smaller monthly one; although the total would be the same, smaller bills may be less impactful, as they are easier to budget for, especially for lower income households. Second, receiving bills monthly will make it easier for customers to identify any unusual water usage. It is possible for a small leak to remain undetected until the customer receives their quarterly bill. This could create an especially large bill that the customer cannot afford. With a monthly bill, a customer could find and address the problem much sooner. Raftelis estimates that, in addition to installing the additional radio read meters, this change will cost the Village approximately \$3 per additional bill, or about \$75,000 per year. This cost is included in the financial plan in Section 1.

Each of the options should recover the same amount of revenue. However, one potential concern with the proposed rate increase is the potential for customers to respond by decreasing their usage. Although the 15.5% rate increase proposed in FY 2021 is substantial, Raftelis believes that most customers would not change their water consumption in a material way, for three reasons: first, changes in demand in response to utility rate increases are generally temporary; second, weather has far more influence over use than utility rates, even with rate increases above 10%; finally, monthly billing will mitigate the impact of the increase by spreading the cost over an additional two months.



### 2.3.1 OPTION 1: STATUS QUO

The Village’s existing structure would be converted to a monthly rather than quarterly structure but would otherwise remain the same. The only change would be the 15.5% increase to recover the additional revenue identified in the financial plan.

The primary advantage to maintaining the existing structure is that all customers will be impacted equally because all rates would increase by the flat 15.5% percentage. It also maintains the existing level of revenue stability by maintaining the proportion of revenues recovered on a fixed basis. Fixed revenue recovery is important because customer use varies from year to year and tends to decline over time. The Village’s costs, by contrast, are largely fixed. A higher fixed charge more closely aligns with the manner in which the Village incurs costs. That said, the higher revenue stability which results from the minimum charge may also represent a greater burden to fixed income customers and may discourage conservation. The status quo also maintains the minimum, charging all customers for a minimum amount<sup>4</sup>, regardless of how much they actually use. While this is a method of recovering fixed costs, it may be more confusing than a straightforward monthly fixed charge, which does not include any minimum usage. Finally, the existing structure ignores customer meter size. Currently customers are subject to the same minimum charge, even though customers with a larger meter are more expensive to serve. In other words, it is a less equitable structure from a cost of service perspective.

Figure 7 presents proposed monthly rates and bills for several customers. For example, we assume that a small residential customer will have a meter size of 5/8-inch and use 2 Ccf per month. This customer’s bill in FY 2020 would be \$33.33 and would increase to \$38.61 in FY 2021, an increase of \$5.76 per month or 15.84%<sup>5</sup>.

**Figure 7: Option 1 - Status Quo Rates and Monthly Bill Impacts**

<b>Customer Bill Impacts</b>	<b>Meter Size</b>	<b>Ccf</b>	<b>FY 2020</b>	<b>FY 2021</b>	<b>Dollar Change</b>	<b>Percent Change</b>
Small Residential	5/8"	2	\$ 33.33	\$ 38.61	\$ 5.28	15.84%
Medium Residential	5/8"	5	45.45	52.65	7.20	15.84%
Large Residential	1"	20	181.80	210.60	28.80	15.84%
Small Commercial	3/4"	12	109.08	126.36	17.28	15.84%
Medium Commercial	1"	50	454.50	526.50	72.00	15.84%
Large Commercial	6"	1,700	15,453.00	17,901.00	2,448.00	15.84%

<b>Combined Rates</b>	<b>FY 2020</b>	<b>FY 2021</b>	<b>Dollar Change</b>	<b>Percent Change</b>
Monthly Minimum Bill	\$ 33.33	\$ 38.61	\$ 5.28	15.84%
Volume Rate	9.09	10.53	1.44	15.84%

<sup>4</sup> The rates shown here assume the current quarterly minimum (11 Ccf) would be converted to a monthly minimum of 366 cubic feet (i.e. 11 Ccf / 3).

<sup>5</sup> 15.8% is greater than the 15.5% called for in the financial plan due to rounding of rates to the next penny.

## Option 1 - Status Quo Pros and Cons:

### Pros (+):

- Meets 3 of 5 pricing objectives.
- All customers will see the same 15.5% increase, which may minimize confusion.
- Customers are used to the current system.

### Cons (-):

- The 11 Ccf minimum has been confusing in the past and may be harder to defend than the RTS approach.
- May discourage conservation in low volume customers since people are billed 11 Ccf regardless of usage.
- Lowest volume users pay more under this approach than Option 3.
- Doesn't account for meter size and the overall impact larger meters may have on system costs.

### 2.3.2 OPTION 2: 25% RTS

The second option would introduce a monthly charge for each customer based on their meter size. This approach has two components: billing and readiness to serve (RTS). The cost to send bills and provide customer service is recovered equally across all bills issued by the Village. The RTS component is based on the rationale that a minimum amount of distribution system investment and operation and maintenance (O&M) expenses are required to enable the system to be ready to serve. The Village incurs significant fixed costs to serve customers 24 hours a day, 365 days a year, and these costs must be recovered regardless of the amount of water used during a given period. Option 2 recovers approximately 25% of revenues in the fixed charge, similar to what would be generated under the minimum charge in the existing rate structure (Option 1) and the balance is collected via the volume charge.

Option 2 may improve equity by accounting for the fact that customers with larger meters require more infrastructure to serve them. This may seem more transparent and easier to explain than the current minimum, but since every customer will be impacted differently by the rate changes, depending on their usage and meter size, there may actually be greater confusion. Under this option the rate change will vary greatly from -8.55% to 33.25%. Option 2 also presents similar challenges with affordability for low volume users and conservation.

The primary disadvantage of this option is that customers will be impacted differently, depending on their usage and meter size, as compared to Option 1, where customers would see similar bill impacts. Finally, while Option 2 maintains the fixed revenue recovery of Option 1, this presents similar challenges, namely affordability and conservation.

Figure 8 indicates the proposed rates and bill impacts for different types of customers in Option 2.

**Figure 8: Option 2 - 25% RTS Rates and Monthly Bill Impacts**

<u>Customer Bill Impacts</u>	<u>Meter Size</u>	<u>Ccf</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>Dollar Change</u>	<u>Percent Change</u>
Small Residential	5/8"	2 \$	33.33	\$ 36.98	\$ 3.65	10.95%
Medium Residential	5/8"	5	45.45	60.56	15.11	33.25%
Large Residential	1"	20	181.80	201.39	19.59	10.78%
Small Commercial	3/4"	12	109.08	115.58	6.50	5.96%
Medium Commercial	1"	50	454.50	437.19	(17.31)	-3.81%
Large Commercial	6"	1,700	15,453.00	14,132.10	(1,320.90)	-8.55%

<u>Combined Monthly Fixed Charge by Meter Size</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>Dollar Change</u>	<u>Percent Change</u>
5/8"	\$ 33.33	\$ 21.26	\$ (12.07)	-36.21%
3/4"	33.33	21.26	(12.07)	-36.21%
1"	33.33	44.19	10.86	32.58%
1 1/2"	33.33	82.39	49.06	147.19%
2"	33.33	128.24	94.91	284.76%
3"	33.33	235.22	201.89	605.73%
4"	33.33	388.04	354.71	1064.24%
6"	33.33	770.10	736.77	2210.53%
Volume Rate	9.09	7.86	(1.23)	-13.53%

### Option 2 - 25% RTS Pros and Cons:

#### Pros (+):

- Meets 2 of 5 pricing objectives.
- The fixed component may be easier to defend since it is based on meter size.
- It is more consistent with current industry standards than having a minimum charge.

#### Cons (-):

- Customers will see vastly different increases based on meter size and usage ranging from -8.55% to 33.25%, which may be confusing.
- Lowest volume users pay more under this approach than Option 3.
- Commercial customers see a much lower increase, than residential customers. Some may even see a decrease.
- It is a completely different approach and the change may be confusing to customers

### 2.3.3 OPTION 3: 10% RTS

The third option is the same as the second option but only recovers 10% of costs on a fixed basis. The benefit of that is that it reduces costs for low volume users. However, that decrease in fixed revenues means that a greater proportion of revenues will be recovered in the volumetric charge. Unlike fixed revenues, volumetric revenues may vary substantially, year to year, depending on weather and customer use. These revenues also tend to decline over time as customer use declines due to conservation. In other words, while Option 3 reduces the impact on the very lowest volume users, it also increases the variability of revenues from year to year. This option also recovers much less of the true fixed costs necessary to serve the customers as compared to Options 1 or 2. Finally, the increase will vary greatly from -6.36% to 31.77%, which may create confusion among customers. Figure 9 indicates the proposed rates and bill impacts for different types of customers in Option 3.

**Figure 9: Option 3 - 10% RTS Rates and Monthly Bill Impacts**

<u>Customer Bill Impacts</u>	<u>Meter Size</u>	<u>Ccf</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>Dollar Change</u>	<u>Percent Change</u>
Small Residential	5/8"	2 \$	33.33 \$	31.21 \$	(2.12)	-6.36%
Medium Residential	5/8"	5	45.45	59.89	14.44	31.77%
Large Residential	1"	20	181.80	212.46	30.66	16.86%
Small Commercial	3/4"	12	109.08	126.81	17.73	16.25%
Medium Commercial	1"	50	454.50	499.26	44.76	9.85%
Large Commercial	6"	1,700	15,453.00	16,563.63	1,110.63	7.19%

<u>Combined Monthly Fixed Charge by Meter Size</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>Dollar Change</u>	<u>Percent Change</u>
5/8"	\$ 33.33	\$ 12.09	(21.24)	-63.73%
3/4"	33.33	12.09	(21.24)	-63.73%
1"	33.33	21.26	(12.07)	-36.21%
1 1/2"	33.33	36.54	3.21	9.63%
2"	33.33	54.88	21.55	64.66%
3"	33.33	97.67	64.34	193.04%
4"	33.33	158.80	125.47	376.45%
6"	33.33	311.63	278.30	834.98%
Volume Rate	9.09	9.56	0.47	5.17%

### Option 3 - 10% RTS Pros and Cons:

**Pros (+):**

- Meets 1 of 5 pricing objectives.
- The lowest volume users will see a 6.63% decrease.
- The fixed component may be easier to defend since it is based on meter size.
- Encourages conservation since most of the bill is based on water usage
- Is more consistent with current industry standards than having a minimum charge.

**Cons (-):**

- There will be much greater fluctuation in revenue based on weather and customer usage.
- Customers will see vastly different increases based on meter size, ranging from -6.63% to 31.77%, which may be confusing.
- Commercial customers will see a much lower increase than residential customers.
- The low fixed component does not cover the Village’s fixed cost and therefore lower volume users may not be paying their fair share of the true operating and infrastructure costs.
- It is a completely different approach and the change may be confusing to customers.

## 2.4 Evaluation of Rate Structure Alternatives

The table below summarizes the key differences in each rate structure option. As discussed above, Option 1 maintains the current minimum charge with a volumetric rate applied beyond the minimum level of usage. Options 2 and 3 replace the minimum charge with a fixed charge based on a customer’s meter size and with a volumetric rate that applies only to what customers actually use.

Also indicated is a comparison of each option to the Top 5 pricing objectives indicated in the Pricing Objectives Exercise Raftelis conducted with the Village Board at the beginning of the Study. It is important to note that all three options address rate stability because they are all based on a large upfront increase followed by a smooth program of inflationary increases.

Description		Option 1 Status Quo	Option 2 25% RTS	Option 3 10% RTS
<b>Top 5 Pricing Objectives</b>	Revenue Stability	✓	✓	
	Rate Stability	✓	✓	✓
	Minimization of Customer Impacts	✓		
	Affordability			✓
	Efficiency and Conservation			✓

### Rate Recommendations

1. Assess the pros and cons of the various rate structure options to determine the most effective approach for the community.
2. Transition to monthly billing in order to mitigate the impact of the FY 2021 increase, make it easier for customers to budget for their water and sewer bill and allow for faster identification and repair of customer water leaks.

## 2.5 Study Recommendations

The primary objective of the study was to develop a plan to fund reinvestment in critical infrastructure in a manner that is financially sustainable and fair to Village customers. The financial plan developed in conjunction with the Village project team identifies the total level of revenue necessary for financial sustainability. The rate structure analysis provides options for recovering this revenue in a manner that aligns with the Village's objectives. Raftelis' recommendations with respect to the Village's water and sewer utilities are as follows:

- 1. Fund the water main replacement program primarily with debt, which equitably spreads the cost of the program over all customers (current and future).**
- 2. Increase water and sewer utility revenues by 15.5% in FY 2021, followed by inflationary increases through FY 2026.**
- 3. Assess the pros and cons of the various rate structure options to determine the most effective approach for the community.**
- 4. Transition to monthly billing in order to mitigate the impact of the FY 2021 increase, make it easier for customers to budget for their water and sewer bill and allow for faster identification and repair of customer water leaks.**

# Glossary

**Bonds:** This financial instrument means: a certificate issued by a government or company promising to pay back borrowed money at a fixed rate of interest on a specified date.

**Budget:** An estimate of proposed expenditures for a defined period and purpose and a schedule of revenues available to finance the proposed expenditures.

**Capital Improvement Program (CIP):** Refers to the Village's Capital Improvement Plan consisting of construction and/or renovation of major water or sewer system projects intending to enhance or restore system capabilities.

**Ccf:** A commonly used unit of volume. One Ccf is equal to 748 gallons.

**Days O&M and Debt Service:** A measure of the ability of the utility to deal with unanticipated declines in revenue or emergency expenditures without reducing service quality or dramatically increasing rates. It is determined by dividing the dollar amount of a utility's cash reserves by minimum cash expenditures budgeted for that year, multiplied by 365.

**Debt Service:** Annual principal and semi-annual interest payments on funds borrowed by the Village to finance capital improvements.

**Debt Service Coverage:** A measure of the adequacy of Net Revenues from operations to pay interest and principal payments on all proposed and/or outstanding bonds. Coverage requirements are often dictated by bond covenants and are usually stated as the ratio of net revenues to actual or maximum debt service.

**Fiscal Year:** The annual period used for budgeting and reporting purposes. For the Village of Northfield the Fiscal Year begins on May 1st and ends on the last day of April of the next year.

**Fixed Charge:** A charge which is the same for each bill (monthly or quarterly) issued by the Village.

**Fixed Cost:** A cost incurred by the Village which is the same regardless of customer usage.

**Fixed Revenues:** Revenues which are consistent and do not vary with customer usage.

**Meter Size:** Usage for most Village customers is recorded via water meters which increase in size based on the potential demand of the customer. Typical residential sizes are 5/8-inch, 3/4-inch and 1-inch.

**Minimum Charge:** A fixed monthly or quarterly charge for a minimum amount of usage, regardless of how much is actually used. It is put in place to cover fixed costs and ensure a readiness to serve.

**Net Revenue:** Refers to the Revenues less the Expenses for certain periods, excluding any profits or losses on the early extinguishment of debt or on the sale or other disposition, not in the ordinary course of business, of investments or fixed or capital assets.

**Operation and Maintenance Expenses (O&M):** The reasonable and necessary current expenses of the Village paid or accrued in operating and maintaining the water or sewer system.

**Operating Reserve:** Funds set aside by utilities to address unforeseen changes in revenues, emergency expenditures and address timing differences between when revenues are received and expenses are incurred.

**Readiness to Serve (RTS):** A readiness to serve charge is based on the rationale that a minimum amount of distribution system investment and operation and maintenance (O&M) expenses are required to enable the system

to be ready to serve. The Village makes investments to provide the ability to serve, and these costs must be recovered regardless of the amount of water used during a given period.

**Reserve Funded Capital:** Capital funded out of existing revenues or reserves, as compared to debt.

**Revenues:** Funds generated by utility rates and charges including fixed and volumetric charges, connection fees, late fees and interest income.

**Revenue Bonds:** Bonds payable solely from revenues generated by the utility.

**Volumetric/Variable Charge:** A charge based on the amount of water used by a customer in a billing period.

**Volumetric/Variable Cost:** A cost incurred by the Village which varies with customer usage.

**Volumetric/Variable Revenues:** Revenues which vary with customer usage.



# Appendix 1:

## WATER AND SEWER FINANCIAL PLANS

# Water Only Financial Plan

## Revenue Under Existing Rates

As discussed in the introduction, the first step in developing the utility financial plans is to evaluate revenues under existing rates. In other words, given customer demand, what can the water utility expect to receive in revenues if rates remain unchanged.

Figure 10 indicates Raftelis' projection of revenue under the Village's existing water rate structure. Currently the Village charges a uniform volume charge for all customers residing within the Village and requires a minimum bill of 11 Ccf per quarter. Given that growth in customers is anticipated to remain flat, minimum charge revenues are also projected to remain flat throughout the forecast period. Volume charge revenues, by contrast, are anticipated to decline, due to declining per customer use of approximately 0.5% per year. Under existing rates, fixed revenues represent approximately 25% of overall revenues, with the remaining 75% made up of volumetric revenues.

**Figure 10: Water Revenue at Current Rates**

<u>Minimum Charge</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>
<b>Residential</b>							
Quarterly	\$ 532,134	\$ 532,134	\$ 532,134	\$ 532,134	\$ 532,134	\$ 532,134	\$ 532,134
Monthly	8,355	8,355	8,355	8,355	8,355	8,355	8,355
<b>Subtotal: Residential</b>	<b>\$ 540,488</b>	<b>\$ 540,488</b>	<b>\$ 540,488</b>	<b>\$ 540,488</b>	<b>\$ 540,488</b>	<b>\$ 540,488</b>	<b>\$ 540,488</b>
<b>Commercial</b>							
Quarterly	\$ 21,841	\$ 21,841	\$ 21,841	\$ 21,841	\$ 21,841	\$ 21,841	\$ 21,841
Monthly	16,900	16,900	16,900	16,900	16,900	16,900	16,900
<b>Subtotal: Commercial</b>	<b>\$ 38,741</b>	<b>\$ 38,741</b>	<b>\$ 38,741</b>	<b>\$ 38,741</b>	<b>\$ 38,741</b>	<b>\$ 38,741</b>	<b>\$ 38,741</b>
<b>Municipal</b>							
Quarterly	\$ 3,151	\$ 3,151	\$ 3,151	\$ 3,151	\$ 3,151	\$ 3,151	\$ 3,151
Monthly	406	406	406	406	406	406	406
<b>Subtotal: Municipal</b>	<b>\$ 3,557</b>	<b>\$ 3,557</b>	<b>\$ 3,557</b>	<b>\$ 3,557</b>	<b>\$ 3,557</b>	<b>\$ 3,557</b>	<b>\$ 3,557</b>
<b>Total: Minimum Charge Revenue</b>	<b>\$ 582,786</b>	<b>\$ 582,786</b>	<b>\$ 582,786</b>	<b>\$ 582,786</b>	<b>\$ 582,786</b>	<b>\$ 582,786</b>	<b>\$ 582,786</b>
<u>Volume Revenue</u>							
Residential	\$ 982,929	\$ 978,014	\$ 973,124	\$ 968,258	\$ 963,417	\$ 958,600	\$ 953,807
Commercial	540,737	538,033	535,343	532,666	530,003	527,353	524,716
Municipal	11,715	11,656	11,598	11,540	11,482	11,425	11,368
<b>Subtotal: Volume Revenue</b>	<b>\$ 1,535,381</b>	<b>\$ 1,527,704</b>	<b>\$ 1,520,065</b>	<b>\$ 1,512,464</b>	<b>\$ 1,504,902</b>	<b>\$ 1,497,377</b>	<b>\$ 1,489,890</b>
<b>Total: Water Rate Revenue</b>	<b>\$ 2,118,167</b>	<b>\$ 2,110,490</b>	<b>\$ 2,102,851</b>	<b>\$ 2,095,250</b>	<b>\$ 2,087,688</b>	<b>\$ 2,080,163</b>	<b>\$ 2,072,676</b>

## Forecast of Expenses

### OPERATING EXPENSES

Operating expenses are those that the utility incurs on a day-to-day basis and do not involve the construction of a capital asset. The basis for the operating expense forecast was the FY 2020 utility budget provided by Village staff.

From this Raftelis removed any non-cash expenses (e.g. depreciation) and any expenses captured in the capital improvements program (CIP), which we evaluated separately. The remaining expenses were forecasted using escalation rates developed in conjunction with Village staff and allocated between the water and sewer funds. While most expenses are escalated at 2% the exceptions are salaries (2.5%), and insurance (5%). The forecast also includes the cost of a shift to monthly billing for all customers, estimated at \$1.50 per bill.<sup>6</sup> Figure 11 indicates the forecast of water utility operating expenses.

**Figure 11: Water Operating Expenses**

<b>Water Utility</b>	<b>FY 2020</b>	<b>FY 2021</b>	<b>FY 2022</b>	<b>FY 2023</b>	<b>FY 2024</b>	<b>FY 2025</b>	<b>FY 2026</b>
Salaries	\$ 518,637	\$ 531,603	\$ 544,893	\$ 558,515	\$ 572,478	\$ 586,790	\$ 601,460
Benefits	170,219	176,156	182,325	188,736	195,400	202,329	209,532
Contractual	966,510	990,275	1,014,627	1,039,579	1,065,147	1,091,346	1,118,191
Commodities	91,380	93,208	95,072	96,973	98,913	100,891	102,909
Interfund Transfer	63,010	64,270	65,556	66,867	68,204	69,568	70,959
<b>Total: Water O&amp;M</b>	<b>\$ 1,809,756</b>	<b>\$ 1,855,512</b>	<b>\$ 1,902,472</b>	<b>\$ 1,950,670</b>	<b>\$ 2,000,142</b>	<b>\$ 2,050,924</b>	<b>\$ 2,103,051</b>

## CAPITAL EXPENSES

Capital expenses are incurred to make improvements to water system assets. The Village has identified specific water main replacement projects through 2025. The cost of these projects is substantially more than the Village’s historic rate-funded capital spending of approximately \$400,000 per year. The proposed financial plan assumes the use of 30-year bonds to finance approximately \$9.5 million of projects over the study period, supplemented by cash expenditures.

**Figure 12: Water Capital Financing**

<b>Sources of Funds</b>	<b>FY 2020</b>	<b>FY 2021</b>	<b>FY 2022</b>	<b>FY 2023</b>	<b>FY 2024</b>	<b>FY 2025</b>	<b>FY 2026</b>
Beginning Balance			\$ -	\$ 80	\$ 3,317	\$ 4,211	\$ 2,800
Projected Revenue Bond Proceeds	-	-	1,970,000	2,030,000	1,645,000	1,870,000	2,020,000
Reserve Funded Capital	390,000	527,000	315,500	305,000	350,000	400,000	320,000
<b>Total: Sources of Funds</b>	<b>\$ 390,000</b>	<b>\$ 527,000</b>	<b>\$ 2,285,500</b>	<b>\$ 2,335,080</b>	<b>\$ 1,998,317</b>	<b>\$ 2,274,211</b>	<b>\$ 2,342,800</b>
<b>Uses of Funds</b>							
CIP Projects	\$ 390,000	\$ 527,000	\$ 2,265,420	\$ 2,311,762	\$ 1,979,107	\$ 2,251,411	\$ 2,318,926
Issuance Costs	-	-	20,000	20,000	15,000	20,000	20,000
<b>Total: Uses of Funds</b>	<b>\$ 390,000</b>	<b>\$ 527,000</b>	<b>\$ 2,285,420</b>	<b>\$ 2,331,762</b>	<b>\$ 1,994,107</b>	<b>\$ 2,271,411</b>	<b>\$ 2,338,926</b>
<b>Ending Balance:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 80</b>	<b>\$ 3,317</b>	<b>\$ 4,211</b>	<b>\$ 2,800</b>	<b>\$ 3,875</b>

## Cash Flow Forecast

The last step in the financial planning process involves compiling a cash flow forecast, which identifies the revenue adjustments necessary to ensure financial sustainability. A primary objective of the study was to move toward financial independence for each utility, meaning sewer rates do not subsidize water operation, and vice versa. Historically, sewer revenues have exceeded sewer costs and water revenues have been insufficient to cover water costs. However, total utility revenue has generally covered total utility expenditures. The proposed financial plans

<sup>6</sup> \$3 per bill total cost for Village, shared between the water and sewer utilities.

begin to address this problem by increasing only water revenues and leaving sewer revenues unchanged. As indicated by Figure 13, water utility revenues are not sufficient to meet current expenses. Additionally, the water fund is projected to end the current fiscal year well below the target reserve balance of 90 days. This shortfall is due to an increase in water capital expenditures above their historical level due to the water main replacement program noted above. Though the water fund does not meet its target during the study period, the combined utility does (See Section 1 in the body of the report). The rate revenue adjustments indicated in Figure 13 will begin to bring revenues back in line with expenditures.

**Figure 13: Water Cash Flow**

<b>Revenue</b>	<b>FY 2020</b>	<b>FY 2021</b>	<b>FY 2022</b>	<b>FY 2023</b>	<b>FY 2024</b>	<b>FY 2025</b>	<b>FY 2026</b>
Rate Revenue	\$2,118,167	\$2,574,797	\$2,700,166	\$2,831,653	\$2,969,557	\$3,114,194	\$3,265,892
Non-Rate Revenue	47,050	47,050	47,050	47,050	47,050	47,050	47,050
<b>Total: Revenue</b>	<b>\$2,165,217</b>	<b>\$2,621,847</b>	<b>\$2,747,216</b>	<b>\$2,878,703</b>	<b>\$3,016,607</b>	<b>\$3,161,244</b>	<b>\$3,312,942</b>
<b>Rate Revenue Increase</b>	0.00%	22.00%	5.25%	5.25%	5.25%	5.25%	5.25%
<b>Expenses</b>							
Operating Expenses	\$1,809,756	\$1,855,512	\$1,902,472	\$1,950,670	\$2,000,142	\$2,050,924	\$2,103,051
Debt Service	337,128	342,720	457,005	564,644	670,135	778,289	890,002
Reserve Funded Capital	390,000	527,000	315,500	305,000	350,000	400,000	320,000
<b>Total: Expenses</b>	<b>\$2,536,884</b>	<b>\$2,725,232</b>	<b>\$2,674,977</b>	<b>\$2,820,315</b>	<b>\$3,020,277</b>	<b>\$3,229,213</b>	<b>\$3,313,053</b>
<b>Surplus/(Deficit)</b>	<b>\$ (371,667)</b>	<b>\$ (103,384)</b>	<b>\$ 72,239</b>	<b>\$ 58,388</b>	<b>\$ (3,670)</b>	<b>\$ (67,969)</b>	<b>\$ (111)</b>
<b>Fund Balance</b>	<b>24,799</b>	<b>(78,585)</b>	<b>(6,346)</b>	<b>52,041</b>	<b>48,372</b>	<b>(19,597)</b>	<b>(19,709)</b>
<b>Days O&amp;M + Debt Service</b>	<b>4</b>	<b>(13)</b>	<b>(1)</b>	<b>8</b>	<b>7</b>	<b>(3)</b>	<b>(2)</b>
<b>Debt Service Coverage</b>	<b>1.05</b>	<b>2.23</b>	<b>1.84</b>	<b>1.64</b>	<b>1.51</b>	<b>1.42</b>	<b>1.35</b>

# Sewer Only Financial Plan

## Revenue Under Existing Rates

Figure 14 indicates Raftelis' projection of revenue under the Village's existing sewer rate structure. Currently the Village charges a uniform volume charge for all customers residing within the Village and requires a minimum bill of 11 Ccf per quarter. Given that growth in customers is anticipated to remain flat, minimum charge revenues are projected to remain flat throughout the forecast period. Volume charge revenues, by contrast, are anticipated to decline, due to declining per customer usage of approximately 0.5% per year. Under existing rates, fixed revenues represent approximately 25% of overall revenues, with the remaining 75% made up of volumetric revenues.

**Figure 14: Sewer Revenue at Current Rates**

<b>Minimum Charge</b>	<b>FY 2020</b>	<b>FY 2021</b>	<b>FY 2022</b>	<b>FY 2023</b>	<b>FY 2024</b>	<b>FY 2025</b>	<b>FY 2026</b>
<b>Residential</b>							
Quarterly	\$ 206,493	\$ 206,493	\$ 206,493	\$ 206,493	\$ 206,493	\$ 206,493	\$ 206,493
Monthly	3,311	3,311	3,311	3,311	3,311	3,311	3,311
<b>Subtotal: Residential</b>	\$ 209,804	\$ 209,804	\$ 209,804	\$ 209,804	\$ 209,804	\$ 209,804	\$ 209,804
<b>Commercial</b>							
Quarterly	\$ 7,634	\$ 7,634	\$ 7,634	\$ 7,634	\$ 7,634	\$ 7,634	\$ 7,634
Monthly	6,698	6,698	6,698	6,698	6,698	6,698	6,698
<b>Subtotal: Commercial</b>	\$ 14,332	\$ 14,332	\$ 14,332	\$ 14,332	\$ 14,332	\$ 14,332	\$ 14,332
<b>Municipal</b>							
Quarterly	\$ 1,249	\$ 1,249	\$ 1,249	\$ 1,249	\$ 1,249	\$ 1,249	\$ 1,249
Monthly	161	161	161	161	161	161	161
<b>Subtotal: Municipal</b>	\$ 1,410	\$ 1,410	\$ 1,410	\$ 1,410	\$ 1,410	\$ 1,410	\$ 1,410
<b>Total: Minimum Charge Revenue</b>	\$ 225,545	\$ 225,545	\$ 225,545	\$ 225,545	\$ 225,545	\$ 225,545	\$ 225,545
<b>Volume Revenue</b>							
Residential	\$ 376,164	\$ 375,976	\$ 375,788	\$ 375,600	\$ 375,412	\$ 375,224	\$ 375,037
Commercial	186,921	186,828	186,734	186,641	186,547	186,454	186,361
Municipal	4,733	4,731	4,728	4,726	4,723	4,721	4,719
<b>Subtotal: Volume Revenue</b>	\$ 567,818	\$ 567,534	\$ 567,250	\$ 566,967	\$ 566,683	\$ 566,400	\$ 566,116
<b>Flat Rate Sewer</b>							
Residential	\$ 2,706	\$ 2,706	\$ 2,706	\$ 2,706	\$ 2,706	\$ 2,706	\$ 2,706
Commercial	23,456	23,456	23,456	23,456	23,456	23,456	23,456
<b>Subtotal: Flat Rate Revenue</b>	\$ 26,163	\$ 26,163	\$ 26,163	\$ 26,163	\$ 26,163	\$ 26,163	\$ 26,163
<b>Total: Sewer Rate Revenue</b>	\$ 819,526	\$ 819,242	\$ 818,958	\$ 818,674	\$ 818,391	\$ 818,107	\$ 817,824

## Forecast of Expenses

### OPERATING EXPENSES

Operating expenses are those that the utility incurs on a consistent day-to-day basis and generally do not involve the construction of a capital asset. The basis for the operating expense forecast was the FY 2020 utility budget provided by Village staff. From this Raftelis removed any non-cash expenses (e.g. depreciation) and any expenses captured in the capital improvements program (CIP), which were evaluated separately. The remaining expenses were forecasted using escalation rates developed in conjunction with Village staff. While most expenses are escalated at 2 percent the exceptions are salaries (2.5 percent), and insurance (5 percent). The forecast also includes the cost of a shift to monthly billing for all customers, estimated at \$1.50 per bill.<sup>7</sup> Figure 15 indicates the forecast of sewer utility operating expenses.

Figure 15: Sewer Operating Expenses

<u>Sewer Utility</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>
Salaries	\$ 222,273	\$ 227,830	\$ 233,526	\$ 239,364	\$ 245,348	\$ 251,481	\$ 257,769
Benefits	72,951	75,495	78,139	80,887	83,743	86,712	89,800
Contractual	93,510	95,380	97,288	99,234	101,218	103,243	105,307
Commodities	15,200	15,504	15,814	16,130	16,453	16,782	17,118
Interfund Transfer	63,010	64,270	65,556	66,867	68,204	69,568	70,959
<b>Total: Sewer O&amp;M</b>	<b>\$ 466,944</b>	<b>\$ 478,479</b>	<b>\$ 490,322</b>	<b>\$ 502,481</b>	<b>\$ 514,966</b>	<b>\$ 527,787</b>	<b>\$ 540,953</b>

### CAPITAL EXPENSES

Sewer capital expenses are also significantly higher than they have been in the past, but the surplus of sewer revenue allows all projects to be cash financed. Figure 16 presents the proposed CIP financing plan.

Figure 16: Sewer CIP Financing

<u>Sources of Funds</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>
Beginning Balance	\$ -	\$ -	\$ -	\$ 4,139	\$ 2,513	\$ 7,918	\$ 11,009
Projected Revenue Bond Proceeds	-	-	-	-	-	-	-
Reserve Funded Capital	15,000	270,000	205,000	315,000	220,000	300,000	250,000
<b>Total: Sources of Funds</b>	<b>\$ 15,000</b>	<b>\$ 270,000</b>	<b>\$ 205,000</b>	<b>\$ 319,139</b>	<b>\$ 222,513</b>	<b>\$ 307,918</b>	<b>\$ 261,009</b>
<u>Uses of Funds</u>							
CIP Projects	\$ 15,000	\$ 270,000	\$ 200,861	\$ 316,627	\$ 214,595	\$ 296,909	\$ 258,070
Issuance Costs	-	-	-	-	-	-	-
<b>Total: Uses of Funds</b>	<b>\$ 15,000</b>	<b>\$ 270,000</b>	<b>\$ 200,861</b>	<b>\$ 316,627</b>	<b>\$ 214,595</b>	<b>\$ 296,909</b>	<b>\$ 258,070</b>
<b>Ending Balance:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,139</b>	<b>\$ 2,513</b>	<b>\$ 7,918</b>	<b>\$ 11,009</b>	<b>\$ 2,939</b>

## Cash Flow Forecast

The last step in the financial planning process involves compiling a cash flow forecast that identifies the revenue adjustments necessary to ensure financial sustainability. As indicated by Figure 17, sewer utility revenues are sufficient to meet current expenses. Because sewer revenues currently cover sewer expenses, no rate revenue adjustments are required for the sewer utility at this time.

<sup>7</sup> \$3 per bill total cost for Village, shared between the water and sewer utilities.

Figure 17: Sewer Cash Flow

<b>Revenue</b>	<b>FY 2020</b>	<b>FY 2021</b>	<b>FY 2022</b>	<b>FY 2023</b>	<b>FY 2024</b>	<b>FY 2025</b>	<b>FY 2026</b>
Rate Revenue	\$ 819,526	\$ 819,242	\$ 818,958	\$ 818,674	\$ 818,391	\$ 818,107	\$ 817,824
Non-Rate Revenue	53,550	53,550	53,550	53,550	53,550	53,550	53,550
<b>Total: Revenue</b>	<b>\$ 873,076</b>	<b>\$ 872,792</b>	<b>\$ 872,508</b>	<b>\$ 872,224</b>	<b>\$ 871,941</b>	<b>\$ 871,657</b>	<b>\$ 871,374</b>
<b>Rate Revenue Increase</b>		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
<b>Expenses</b>							
Operating Expenses	\$ 466,944	\$ 478,479	\$ 490,322	\$ 502,481	\$ 514,966	\$ 527,787	\$ 540,953
Debt Service	27,300	27,300	27,300	27,300	27,300	27,300	27,300
Reserve Funded Capital	15,000	270,000	205,000	315,000	220,000	300,000	250,000
<b>Total: Expenses</b>	<b>\$ 509,244</b>	<b>\$ 775,779</b>	<b>\$ 722,622</b>	<b>\$ 844,781</b>	<b>\$ 762,266</b>	<b>\$ 855,087</b>	<b>\$ 818,253</b>
<b>Surplus/(Deficit)</b>	<b>\$ 363,832</b>	<b>\$ 97,013</b>	<b>\$ 149,886</b>	<b>\$ 27,443</b>	<b>\$ 109,675</b>	<b>\$ 16,571</b>	<b>\$ 53,121</b>
<b>Fund Balance</b>	<b>533,746</b>	<b>630,759</b>	<b>780,645</b>	<b>808,088</b>	<b>917,763</b>	<b>934,334</b>	<b>987,455</b>
<b>Days O&amp;M + Debt Service</b>	<b>394</b>	<b>455</b>	<b>550</b>	<b>557</b>	<b>618</b>	<b>614</b>	<b>634</b>
<b>Debt Service Coverage</b>	<b>14.87</b>	<b>14.44</b>	<b>13.99</b>	<b>13.54</b>	<b>13.07</b>	<b>12.59</b>	<b>12.10</b>

## Benchmarks

Figure 18 compares the Village of Northfield to nationwide benchmarks from the 2019 AWWA Rate Survey and 2019 AWWA benchmarking report. The debt per account and annual CIP per account clearly reflect an increasing level of capital investment on the part of the Village. While the AWWA surveys do not include projections by year, it is likely that the industry figure for these metrics will likely increase over time as well. The difference in O&M cost per account and per million gallons (MG) purchased and treated is reflective of the Village's size, which is below the average of the utilities included in the surveys. It is not reflective of the management of the utility, but rather a function of economies scale, which—for larger utilities—provides a bigger base over which to spread the fixed cost of providing water and sewer service.

Figure 18: Industry Benchmarks

	<b>Industry</b>	<b>Northfield</b>					
		<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
Outstanding Debt per Account - Water	\$ 1,958	\$ 1,446	\$ 1,302	\$ 2,122	\$ 2,968	\$ 3,628	\$ 4,391
Outstanding Debt per Account - Sewer	2,507	134	120	107	93	80	67
Average Annual CIP per Account - Water	\$ 703	\$ 192	\$ 259	\$ 1,113	\$ 1,136	\$ 973	\$ 1,107
Average Annual CIP per Account - Sewer	384	7	132	98	155	105	145
O&M Cost per Account - Water	\$ 470	\$ 889	\$ 912	\$ 935	\$ 959	\$ 983	\$ 1,008
O&M Cost per Account - Sewer	353	228	234	240	246	252	258
O&M Cost per MG Purchased - Water	\$ 2,425	\$ 5,807	\$ 5,954	\$ 6,105	\$ 6,259	\$ 6,418	\$ 6,581
O&M Cost per MG Treated - Sewer	2,318	1,625	1,767	1,812	1,858	1,905	1,953
All-In Coverage - Combined	2.6	2.1	3.1	2.5	2.2	1.9	1.8

# Appendix 2:

## VILLAGE CAPITAL IMPROVEMENT PLAN



WATER SYSTEM	Fiscal Years										Brief Project Description
	FY20/21	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	FY29/30	
<b>LOOPING PROJECTS</b>											<b>LOOPING PROJECTS</b>
<b>INTERCONNECTION PROJECTS</b>											<b>INTERCONNECTION PROJECTS</b>
<b>REPAIR/REPLACEMENT PROJECTS</b>											<b>REPAIR/REPLACEMENT PROJECTS</b>
ROW West Frontage to Happ Road (Lift Station)	\$300,000										Design Engineering \$32,500 FY 2019/20
Meadowview											
Harding Road - East		X									
West Frontage - Winnetka to New Trier		X									
West Frontage 500-600 Block		X									
Winfield		\$1,852,173									
Winnetka Road - East Frontage to Lagoon			X								
Lagoon - Winnetka to Harding			X								
Latrobe - Willow to Sunset			X								
East Frontage			X								
Winnetka Court			X								
Enid Lane/Drury			X								
Harding Road - West			X								
Waukegan Road			\$1,852,173								
Brandon - Winnetka to Glenview				X							
Norfolk				X							
Avon				X							
Coventry				X							
Eden's Lane				X							
Somerset				\$1,513,043							
Sunset Ridge Road					X						
Birchwood					X						
Dury Lane					X						
Pebble Fork					\$1,678,260						
Thackeray						X					
Northfield Road						X					
Woodland Lane						X					
Dickens						X					
Willow ROW						\$1,782,608					
Design Engineering	\$152,900	\$120,391	\$98,348	\$109,087	\$115,870						
<b>GENERAL IMPROVEMENT PROJECTS</b>											<b>GENERAL IMPROVEMENT PROJECTS</b>
Supervisory Control and Data Acquisition SCADA								\$40,000			
Rate and System Condition Assessment											
Sandblast and Paint Fire Hydrants											
Water Meter Replacements	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000					\$450,000 Remote Read Upgrades
Increase Reservoir Size by 1.5 MG											

Subtotal	\$527,900	\$2,047,564	\$2,025,521	\$1,697,130	\$1,869,130	\$1,857,608	\$0	\$40,000	\$0	\$0
15% Engineering	\$45,000	\$277,826	\$277,826	\$226,957	\$251,740	\$267,392	\$0		\$0	\$0
15% Contingency	\$45,000	\$277,826	\$277,826	\$226,957	\$251,740	\$267,392	\$0		\$0	\$0
<b>WATER PLAN TOTALS BY YEAR</b>	<b>\$617,900</b>	<b>\$2,603,216</b>	<b>\$2,581,173</b>	<b>\$2,151,044</b>	<b>\$2,372,610</b>	<b>\$2,392,392</b>	<b>\$0</b>	<b>\$40,000</b>	<b>\$0</b>	<b>\$0</b>
	FY20/21	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	FY29/30

Changed from Original Replacement Year
No Contingency and/or Engineering
Carried Forward from Previous Year

SANITARY SYSTEM	Fiscal Years										Brief Project Description
	FY20/21	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	FY29/30	
<b>REHAB PROJECTS</b>											<b>REHAB PROJECTS</b>
MWRD Items - RJN	\$220,000	\$185,500									Rehab work required by the MWRDGC
Harding				\$25,000							Spot repairs and cured in place relining of sewer pipes
Clover Lane				\$52,000							Spot repairs and cured in place relining of sewer pipes
Old Willow (Willow to Happ)				\$25,000					\$50,000		Spot repairs and cured in place relining of sewer pipes
Pleasantview/Heather Terrace			\$20,000								Spot repairs and cured in place relining of sewer pipes
Old Willow Road ROW (470A -471)									\$20,000		
Hedge Row							\$60,000				Spot repairs and cured in place relining of sewer pipes
Maple Row							\$17,000				Spot repairs and cured in place relining of sewer pipes and Manhole Replacement
Orchard										\$50,000	
Northfield Road						\$80,000					Spot repairs and cured in place relining of sewer pipes
Dickens (237-235)			\$16,000								
Avon				\$25,000							Spot repairs and cured in place relining of sewer pipes
Wagner						\$100,000					
Coventry									\$40,000		
Grove				\$10,000							Remove and Replace back-pitched pipe section
Brandon									\$10,000		
Riverside				\$35,000							Spot repairs and cured in place relining of sewer pipes
Briar			\$5,000								
Sommerset				\$20,000							Spot repairs and cured in place relining of sewer pipes
Stockton				\$10,000							Spot repairs and cured in place relining of sewer pipes
Winnetka Court			\$68,000								Spot repairs and cured in place relining of sewer pipes
Norfolk				\$12,000							Spot repairs and cured in place relining of sewer pipes
Frontage Road (500/600) Block						\$75,000					Spot repairs and cured in place relining of sewer pipes
Winfield Drive			\$65,000							\$75,000	Spot repairs and cured in place relining of sewer pipes (open cut?)
Winnetka Road							\$20,000				Spot repairs and cured in place relining of sewer pipes
Coventry							\$60,000				Spot repairs and cured in place relining of sewer pipes 200 LF Replacement
Sunset Ridge Country Club							\$8,000				Spot repairs and cured in place relining of sewer pipes, \$160,000
Lagoon					\$75,000						
Middlefork							\$50,000				
Meadowood								\$45,000			
Thornwood					\$65,000						
Central								\$20,000			
Colonial Lane					\$50,000						
Manhole Relining								\$100,000	\$100,000	\$100,000	
Televising	\$50,000		\$75,000								
<b>STUDIES</b>											<b>STUDIES</b>
System Study	\$15,000	\$15,000	\$15,000								RJN Engineers - MWRDGC Requirements

Subtotal	\$285,000	\$200,500	\$264,000	\$214,000	\$190,000	\$255,000	\$215,000	\$165,000	\$220,000	\$225,000
15% Engineering and Contingencies	\$30,000	\$26,000	\$26,100	\$32,100	\$28,500	\$38,250	\$32,250	\$24,750	\$33,000	\$33,750
<b>SANITARY PLAN TOTALS BY YEAR</b>	<b>\$315,000</b>	<b>\$226,500</b>	<b>\$290,100</b>	<b>\$246,100</b>	<b>\$218,500</b>	<b>\$293,250</b>	<b>\$247,250</b>	<b>\$189,750</b>	<b>\$253,000</b>	<b>\$258,750</b>
	FY20/21	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	FY29/30

Changed from Original Replacement Year
No Contingency and/or Engineering
Carried Forward from Previous Year

EXHIBIT "C"  
SPECIAL REQUIREMENTS

Professional Liability Insurance. The Contractor shall be required to provide and maintain Professional Liability insurance to cover any claims, including but not limited to errors, omissions and negligence, which may arise from the services performed by the Contractor or anyone directly or indirectly employed by the Contractor. The minimum limits for such Policy shall be \$1,000,000.00 per occurrence/\$2,000,000.00 aggregate.

(Remainder of page intentionally left blank)

EXHIBIT "D"  
SCHEDULE OF COMPENSATION

Progress payments will be made for this project, but payments will not be made more frequently than every thirty (30) days. The amount of payment approved shall be based on the hours of work completed as agreed to by the Contractor's representative and the City's Contract Representative, or its designee.

EXHIBIT "E"  
AFFIDAVIT TO COMPLY WITH § 285.530, MO. REV. STAT.  
[For Contracts Over \$5,000]

STATE OF Missouri }  
COUNTY OF JACKSON } ss.

**AFFIDAVIT**  
(as required by § 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

**Employee:** Any person performing work or service of any kind or character for hire within the State of Missouri.

**Federal Work Authorization Program:** Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

**Knowingly:** A person acts knowingly or with knowledge, (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

**Unauthorized Alien:** An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared WILLIAM C. STANNARD, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is WILLIAM C. STANNARD and I am currently the CHAIRMAN of RAFTELIS FINANCIAL, INC. (hereinafter "Contractor"), whose business address is 3013 MAIN ST. KANSAS CITY, MO 64108, and I am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of North Kansas City, Missouri, a political subdivision of the State of Missouri:

NORTH KANSAS CITY WATER AND SEWER RATE STUDY

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

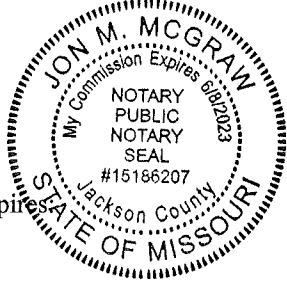
Further, Affiant saith not.

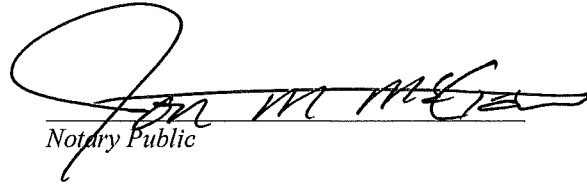
  
Signature  
Print Name: WILLIAM C. STANNARD

STATE OF Missouri }  
COUNTY OF Jackson } ss.

On this 15 day of February, 2021, before me personally appeared William Stannard, to me known to be the person who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed.

WITNESS MY HAND and official seal in the county and state last aforesaid this 15 day of February, 2021.



  
Notary Public

My Commission Expires

6/8/2023

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# MEMORANDUM



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**TO:** Mayor Stielow & City Council Members

**FROM:** Eric Berlin, City Administrator

**DATE:** March 2, 2021

**RE:** Process for Discussion of Development in North Kansas City

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At its meeting of February 16, 2021, the City Council indicated agreement with the process that staff suggested for a discussion of development in North Kansas City. The process suggested by staff included 1) a work session on the Master Plan, 2) a work session discussion of the City development process and review of the City's economic development tools and Economic Development Incentive Policy, and 3) General Discussion, to occur at a special meeting. The first step in this process was a work session on the Master Plan that occurred earlier tonight.

For next steps, staff suggests the following:

- Work session on March 16<sup>th</sup> on the City development process and review of the City's economic development tools and Economic Development Incentive Policy.
- Special meeting on April 27<sup>th</sup> for general discussion, to include public input. This will allow for the meeting to be scheduled after the installation of the new mayor and councilmembers on April 20<sup>th</sup>.
- Public comments: When the special meeting on how to proceed with the Armour Road Complete Street project was held on September 22, 2020, the City Council, remembering the public meeting on this subject on October 15, 2019 at which 72 people spoke, directed that public comment be obtained in advance in writing, rather than holding a similar meeting with many people speaking, which is especially difficult when the Council is meeting virtually. Staff suggests a similar process to that followed at the September 22<sup>nd</sup> meeting.

Should Council agree, then:

- On March 16<sup>th</sup> staff would present for initial Council review a draft postcard (to be sent to every home and business in North Kansas City – cost of approximately \$2,200) alerting the public of a special City Council meeting to discuss development issues in North Kansas City and the opportunity to supply input online or by other means.
- Also on March 16<sup>th</sup>, staff would supply to Council proposed questions for the online questionnaire. On April 6<sup>th</sup>, Council will be asked to formally approve the questions for the online questionnaire.
- Public input would be taken from April 7 – 20, at which point staff would compile the answers for City Council review and post them for the public to see.
- The Council would conduct its special meeting on April 27<sup>th</sup>.

Staff seeks direction as to the schedule and process suggested above.



# CITY COUNCIL DEVELOPMENT DISCUSSION MEETING AND PUBLIC INPUT PLAN

## Communications Tools

- Postcard – sent to every home and business in NKC.
- Website – [www.nkc.org/ED](http://www.nkc.org/ED)
- WIR
- Social Media
- Business Council emails
- NKC Connection Newsletter
- Textcaster

## Public Input Tools

- Online Comment Form — [www.nkc.org/ED](http://www.nkc.org/ED)
- Email — [city@nkc.org](mailto:city@nkc.org)
- Mail — City Hall, 2010 Howell Street, North Kansas City, MO 64116

## Project Timelines

Tuesday, March 2	City Council Work Session #1 – Master Plan Overview
Tuesday, March 16	City Council Work Session #2 – Development Process and Economic Development in NKC
	Draft online form questions for City Council review & comment
Week of March 21-27	Finalize postcard, website goes live (without questionnaire)
Week of April 4-10	Newsletter, postcards arrive.
Tuesday, April 6	Final online form questions for City Council review & approval
Wednesday, April 7	Online questionnaire goes live.
April 7-27	Promote feedback opportunity and Special Meeting on social media channels, WIR, Business Council emails
Tuesday, April 20	Staff compiles online forms, emails and physical letters in a PDF file for the City Council’s review and posted to <a href="http://www.nkc.org/ED">www.nkc.org/ED</a> for public review.
Tuesday, April 27	Virtual City Council Special Meeting.

## Project Budget

Mailing list, postcard printing, and postage                      \$2,200

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## MEMORANDUM



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**TO:** Mayor and City Council

**FROM:** Eric Berlin, City Administrator

**DATE:** March 2, 2021

**RE:** Budget Amendment – 16<sup>th</sup> & Clay Parking Lot

At its meeting of February 16, 2021, the City Council approved measures which, among other things, call for the City to design and construct a parking lot between 16<sup>th</sup> Avenue and 18<sup>th</sup> Avenue.

The following item on the Council's agenda is a task order with the City's consulting engineer, Wilson & Company, for design of the parking lot, in the amount of \$45,000. Accordingly, before the Council is a budget amendment in the Gaming Fund in that amount.

**RESOLUTION NO. 21-013**

**A RESOLUTION AMENDING THE GAMING FUND FOR  
FISCAL YEAR 2020-2021 BY APPROPRIATING \$45,000 TO THE GAMING FUND  
FOR THE DESIGN AND CONSTRUCTION OF A PARKING LOT AT 16<sup>th</sup> AND CLAY**

**WHEREAS**, the City of North Kansas City, Missouri adopted the fiscal year 2019-2020 Budget on September 15, 2020, Resolution No. 20-062, using estimates of income and expenditures established at that time; and

**WHEREAS**, at the February 16, 2021 meeting, the City Council approved measures which, among other things, call for the City to design and construct a parking lot between 16th Avenue and 18th Avenue.; and

**WHEREAS**, there is a task order with the City’s consulting engineer, Wilson & Company, for design of the parking lot, in the amount of \$45,000; and

**WHEREAS**, a resolution amending the 2020-2021 Gaming Fund by appropriating \$45,000 to the Gaming Fund Infrastructure line item has been prepared for consideration of approval by the Council.

**NOW, THEREFORE, BE IT RESOLVED** that the following amendment shall be made to the fiscal year 2020-2021 Budget as follows:

**GAMING FUND**

		<u>Increase</u>	<u>Decrease</u>
<b><u>Revenues</u></b>			
Balance Appropriation	25-4999	\$45,000	
<b><u>Expenditures</u></b>			
Infrastructure	25-535-8770	\$45,000	

**DONE** this 2<sup>nd</sup> of March, 2021

Attest: \_\_\_\_\_  
Crystal Doss, City Clerk

\_\_\_\_\_  
Donald Stielow, Mayor

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# MEMORANDUM



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**TO:** Mayor and City Council  
City Administrator

**FROM:** Sara Copeland, AICP, Community Development Director

**DATE:** March 2, 2021

**RE:** Task Order for Parking Lot Design

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Budget Authority:	Proposed Budget Amendment: FY 2021 Gaming		
	Fund - Infrastructure:	\$	45,000
	Task Order 6:	(\$	45,000)

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On February 16, 2021, the City Council approved a Parking Development Agreement with Storsafe IV, LLC for the construction of a surface parking lot, a portion of which will be owned by the City and the remainder owned by Storsafe IV, LLC. The agreement establishes that the City will design and construct the parking lot.

The Task Order before the Council authorizes Wilson & Company, the City's on-call engineer, to design and prepare construction documents for the parking lot improvements. The final plans will include all plans and specifications necessary for bidding by contractors. Wilson will also provide a construction cost estimate.

This cost for this task order is \$45,000. As this project was not anticipated at the time the Council adopted the 2020-2021 Budget, a Budget Amendment to the Gaming Fund to cover the cost of this work is also before the City Council for approval.

## RESOLUTION NO. 21-014

### RESOLUTION APPROVING TASK ORDER WITH WILSON & COMPANY INC. FOR CERTAIN ENGINEERING WORK RELATED TO 16<sup>TH</sup> AND CLAY PARKING LOT IMPROVEMENTS

- WHEREAS,** the City of North Kansas City, Missouri (the “City”) is a third class city and political subdivision duly organized and validly existing under the Constitution and laws of the State of Missouri; and
- WHEREAS,** the City entered into a Contract Services Agreement with Wilson and Company, Incorporated, Engineers & Architects (the “Consultant”) to provide certain on-call engineering and related services to the City; and
- WHEREAS,** task orders for professional services under the terms of the Agreement require approval by action of the City Council; and
- WHEREAS,** the City desires to approve Task Order No. 3 with the Consultant for engineering services under 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 Task Order. Task Order No. 3 shall be in substantially the form of Exhibit “A”, attached hereto and incorporated herein by reference. The terms of Task Order No. 3 are hereby approved. The City is hereby authorized to pay for the costs associated with Task Order No. 3.

**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 2<sup>nd</sup> day of March, 2021.

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Don Stielow, *Mayor*

ATTEST:

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Crystal Doss, *City Clerk*

**EXHIBIT "A"**

**TASK ORDER**

Task Order No. 3

In accordance with Paragraph 1.1 of the Contract Services Agreement for Consultant Services dated the 6<sup>th</sup> day of August, 2019 ("Agreement"), City and Consultant agree as follows:

1. Specific Project Data

A. Title: 16<sup>th</sup> & Clay Parking Lot Improvements

B. Description: The purpose of this contract is to provide professional design services to develop construction documents for parking lot improvements in the area of 16<sup>th</sup> & Clay. See attached scope for more detail.

C. Number of Construction Contracts:

The Specific Project is anticipated to be constructed under 1 Construction Contracts. (Construction Documents not included as part of this task order).

2. Services of Consultant [Check all that apply.]

Study and Report Services

Design Services (**Final Design**)

Designing to a Construction Cost Limit

Under this Task Order Consultant will design to a construction cost limit. The construction cost limit is \$\_\_\_\_\_.

Bidding or Negotiating Services

Construction Services

Other Services

3. Times for Rendering Services

Phase

Completion Date

Final Plans

May 28, 2021

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. Payment to Consultant

A. City shall pay Consultant for services rendered as follows:

Category of Services	Compensation Method	Lump Sum, or Estimate of Compensation for Services
Basic Services (Study and Report, Design, Bidding or Negotiating, Construction And Commissioning, Other Services)	Choose <u>One</u> : <b>E</b> A. Lump Sum B. Standard Hourly Rates C. Director Labor Costs Times a Factor (Factor: _____) D. [Insert any other compensation method] E. <b><u>Standard Hourly Rates at a cost not to exceed \$ 45,000.00</u></b>	
Resident Project Representative	Choose <u>One</u> : <b>N/A</b> A. Lump Sum B. Standard Hourly Rates C. Direct Labor Costs Times a Factor (Factor: _____) D. [Insert any other Compensation method] E. Standard Hourly Rates at a cost not to exceed \$ _____	
Additional Services Requiring an Amendment to Task Order	Choose <u>One</u> : <b>N/A</b> A. [Omitted] B. Standard Hourly Rate C. Direct Labor Costs Times a Factor (Factor: _____) D. [Insert any other compensation method] E. Standard Hourly Rates at a cost not to exceed \$ _____	

B. The terms of payment are set forth in Article 2.0 of the Agreement.

5. Sub-consultants: **NONE**

6. Other Modifications to Agreement: **None**



7. Attachments: **Scope of Services and Fee Proposal**

8. Documents Incorporated By Reference: **None**

9. Terms and Conditions: Execution of the Task Order by City and Consultant shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Consultant is authorized to begin performance upon its receipt of a copy of this Task Order signed by City.

The Effective Date of this Task Order is \_\_\_\_\_

CITY:  
CITY OF NORTH KANSAS CITY, MISSOURI

CONSULTANT: WILSON & COMPANY,  
INCORPORATED, ENGINEERS & ARCHITECTS

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Name: Justin C. Klaudt, PE

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

Title: Vice President

DESIGNATED REPRESENTATIVE FOR  
TASK ORDER

DESIGNATED REPRESENTATIVE FOR  
TASK ORDER

Name: Patrick Hawver

Name: Justin C. Klaudt, PE

Title: Director of Public Works

Title: Vice President

Address:  
2010 Howell  
North Kansas City, Missouri 64116

Address: 800 East 101<sup>st</sup> Terrace  
Suite 200  
Kansas City, Missouri 64131

Email Address: [pahawver@nkc.org](mailto:pahawver@nkc.org)

Email Address: [Justin.Klaudt@wilsonco.com](mailto:Justin.Klaudt@wilsonco.com)

Phone: (816) 274-6004

Phone: (816) 701-3178

Fax: (816) 421-5046

Fax: (816) 942-3013

**EXHIBIT A**  
16<sup>th</sup> & Clay Parking Lot  
January 19, 2021

**GENERAL SCOPE OF SERVICES**

The purpose of this contract is to provide professional design services to develop final construction documents for the proposed public parking lot project generally located between 16<sup>th</sup> Avenue and 18<sup>th</sup> Avenue along Clay Street.

**DETAILED SCOPE OF SERVICES**

**Section 1 – Concept Layouts**

- 1.1 The Consultant will develop up to three (3) concept layouts of the proposed parking lot that meet the City’s design requirements, while maximizing spaces, limiting cut-through traffic, and accommodating adjacent property delivery trucks. The concepts will be reviewed with City staff and revised to develop a single preferred alternative.

**Section 2 – Preliminary Plans**

- 2.1 The Consultant will prepare Preliminary Plans (60%) for the preferred concept layout and based on the comments received from the City Staff using APWA plan format. The plan sheets will use the City’s orthographically corrected aerial photo base in conjunction with topographic field survey information for the design. The anticipated list of sheets to be included are as follows:
- Title
  - Summary of Quantities
  - Existing Conditions and Control Notes
  - General Notes, Typical Section, and Details
  - Site Plan
  - Grading and Drainage Plan
  - Lighting and Security Camera Plan
  - Erosion Control Plan
  - Landscaping Plan
- 2.2. Cost Estimate. The Consultant shall prepare a Cost Estimate using recent bid tabs within the metropolitan area.
- 2.3. Plan Submittal to City. Preliminary Plans will be submitted the City (four sets, 22x34 inch) for review and comments.

### **Section 3 – Final Plan Development**

3.1 Prepare Final Plans. The Consultant will revise the plans and special provisions according to the City comments from the Preliminary Plan review. The following plan sheets will be prepared for the Final Plan submittal:

- Title
- Summary of Quantities
- Existing Conditions and Control Notes
- General Notes, Typical Section, and Details
- Site Plan
- Grading and Drainage Plan
- Lighting, Security/Camera Plan and Details
- Erosion Control Plan
- Landscaping Plan

The Consultant will revise the plans and special provisions according to the City comments from the Preliminary Plan review.

3.2. Environmental Permits. The Consultant will assist the City in preparing, submitting and communicating information for the following environmental permits which may be anticipated for the project:

- Land Disturbance

3.3. Cost Estimate. The Consultant will update the Cost Estimate.

3.4. Plan Submittal to City for Review. Submit four (22x34 inch) sets of Final Plans and special provisions to the City for review and comment.

3.5. Final Plan Revisions. The Consultant will prepare Final Plans, Special Provisions, and Estimate based on comments received from the City in their final plan review.

3.6. Plan Submittal to City for Bids. The Consultant will assist the City with identifying and contacting potential bidders. The Consultant will develop and send documents to the City (electronic PDF format) for use by Drexel Technologies to manage the distribution of bidding documents to potential bidders.

The Consultant will prepare any addenda that may become necessary during the bidding phase. The Consultant will attend the bid opening, assist the City in evaluating the bids, and provide a recommendation of bid award.

### **Section 4 – Project Management and Quality Control**

4.1 This task will include coordination of the Consultant's Project Team, review of computations and estimates, and providing timely response to the City Staff.

- 4.2. Quality Assurance / Quality Control. The Consultant shall provide a quality assurance/ quality control (QA/QC) check for each of the plan and quantity submittals (Preliminary and Final).
- 4.3. Coordination Meeting(s). The Consultant will attend up to four (4) coordination additional meetings as requested by City staff with City Council, City IT Department, project stakeholders, adjacent owners, adjacent developments, or other interested parties.

## **Section 5 – City Responsibilities**

- 5.1. The City will be responsible for removal of the building and capping of utilities at 16<sup>th</sup> & Clay.
- 5.2. Provide list of property owner names and addresses of the affected tracts. The Consultant will use the information to identify property owners on the plan sheets.
- 5.3. Provide a boundary survey, topographic survey, utility survey, and existing ground surface model for use in the design.
- 5.4. Provide any legal descriptions of easement and/or right-of-way required for the project.
- 5.5. Provide any environmental reviews required for the site.
- 5.6. Provide any information regarding the site remediation activities, plans, or covenants associated with the project site(s) required based on the environmental site assessments performed by the City.
- 5.7. Provide copies of any adjacent development plans.
- 5.8. Provide any City standard details to the Consultant for use on the project.
- 5.9. Provide the Consultant with copies of all drainage and infrastructure plans, reports, studies, etc., along the project area.
- 5.10. Prepare the Project Manual (which includes up front documents and specifications) for use on the project. As noted in the scope of services, the Consultant will provide any Special Provisions to the City for inclusion in the Project Manual.
- 5.11. The City will submit the construction plans (electronic format) provided by the Consultant and the Project Manual (prepared by the City) to Drexel Technologies for bidding.
- 5.12. Provide any recent bid tabs to assist in the development of the opinion of probable costs.

## **Section 6 – Items Not Included in the Scope of Services**

- 6.1 Any work requested by the City that is not included in the basic services will be classified as supplemental services. Supplementary services shall include, but are not limited to the following:

- 6.1.1 Changes in the scope, extent, or character of the project.
- 6.1.2 Revisions to the plans when inconsistent with previous approvals or instructions by the City.
- 6.1.3 Updating plans to reflect development that has occurred after the Final Plans are complete.
  
- 6.2 Boundary, utility, or topographic design surveys.
  
- 6.3 Environmental investigations
  
- 6.4 The Consultant will not be completing a property survey, nor will he be responsible for setting new property corners if they are missing.
  
- 6.5 Utility Coordination.
  
- 6.6 The location of specific underground utilities that may be in conflict with the proposed improvements (aka subsurface utility engineering).
  
- 6.7 Printing and review of bidding documents.
  
- 6.8 Construction inspection and/or construction management services.



Proj.: 16th & Clay Parking Lot  
 By: JCKlaudt  
 Date: February 7, 2017  
 Client: North Kansas City

**EXHIBIT A  
 FEE ESTIMATE WORKSHEET**

Fee Reviewed by  
 CDPorter  
 Date:  
 01/19/21

TASK I.D.	WORK TASK DESCRIPTION TITLE	ESTIMATED MANHOURS			TOTAL HOURS	LABOR EFFORT	EXPENSE EFFORT	TOTAL FEE	
		TASK CODE WCI CLASS	1051 P6 Project Manager	1051 P3 Project Engineer					1051 PD2 CADD Designer
<b>PHASE 01 - Concept Layouts</b>									
1.1	Concept Layouts Development		8	36	24	68.00	\$ 7,692.00	\$ 56.00	\$ 7,748.00
	Subtotal		8	36	24	68.00	\$ 7,692.00	\$ 56.00	\$ 7,748.00
<b>PHASE 02 - Preliminary Plans</b>									
2.1	Preliminary Plan Preparation		16	80	80	176.00	\$ 18,800.00	\$ -	\$ 18,800.00
2.2	Cost Estimate		1	4	4	9.00	\$ 982.00	\$ -	\$ 982.00
2.3	Preliminary Plan Submittal			2	2	4.00	\$ 386.00	\$ 160.00	\$ 546.00
	Subtotal		17	86	86	189.00	\$ 20,168.00	\$ 160.00	\$ 20,328.00
<b>PHASE 03 - Final Plans</b>									
3.1	Revise Preliminary Plans Based on City Comments		4	24	24	52.00	\$ 5,472.00	\$ -	\$ 5,472.00
3.2	Environmental Permits			2		2.00	\$ 230.00	\$ -	\$ 230.00
3.3	Update Cost Estimate		1	2	2	5.00	\$ 596.00	\$ -	\$ 596.00
3.4	Final Plan Submittal			2	2	4.00	\$ 386.00	\$ 200.00	\$ 586.00
3.5	Final Plan Revisions		2	8	8	18.00	\$ 1,964.00	\$ -	\$ 1,964.00
3.6	Bid Plan Submittal				2	2.00	\$ 156.00	\$ -	\$ 156.00
	Subtotal		7	38	38	83.00	\$ 8,804.00	\$ 200.00	\$ 9,004.00
<b>PHASE 04- Project Management and Quality Control</b>									
4.1	Project Management		12			12.00	\$ 2,520.00	\$ -	\$ 2,520.00
4.2	QA/QC		8	8		16.00	\$ 2,600.00	\$ -	\$ 2,600.00
4.3	Coordination Meetings		8	8		16.00	\$ 2,600.00	\$ 200.00	\$ 2,800.00
	Subtotal		28	16	0	44.00	\$ 7,720.00	\$ 200.00	\$ 7,920.00
<b>TOTALS</b>			<b>60</b>	<b>176</b>	<b>148</b>	<b>384.00</b>	<b>\$ 44,384.00</b>	<b>\$ 616.00</b>	<b>\$ 45,000.00</b>

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# MEMORANDUM



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**TO:** Mayor and City Council

**FROM:** Eric Berlin, City Administrator

**DATE:** March 2, 2021

**RE:** Sidewalks on 2600 Block of Fayette

Councilmember Saper has noted that unlike the rest of Fayette Street north of Armour, which has sidewalks on both sides of the street, the 2600 Block of Fayette, between 26<sup>th</sup> Avenue and 27<sup>th</sup> Avenue, has no sidewalks on either side of the street. He asked what would be involved in rectifying this situation.

The Public Works Director Pat Hawver examined the area, and advised that the construction of sidewalks on either or both sides of the street is feasible and can be done within the right-of-way. The estimated cost to construct a sidewalk on one side of Fayette is \$14,000, and the estimated cost of doing so on both sides is \$28,000.

This cost estimate is based on unit pricing in our concrete contractor agreement, and the cost of two tree removals that would be required based on the contract pricing in our tree maintenance contract. The scope of work also includes removal of a portion of the driveways to install the sidewalk, and re-grading slopes in the yards.

Councilmember Saper composed a resolution for Council consideration, which was considered at February 16, 2021 Council meeting, which supported the construction of a sidewalk on the west side of Fayette Street between 26<sup>th</sup> Avenue and 27<sup>th</sup> Avenue. Council asked staff to contact the property owners on Fayette to determine their feelings about having a sidewalk on their side of the street and bring this item back to the Council for consideration.

Mr. Hawver contacted the four property owners. He reports that the two property owners on the east side of Fayette are not in favor of installing a sidewalk. He reports they stated that vehicles parked in the driveways might extend over the sidewalk, which would result in the need to park vehicles on the street. In addition, the owner of the property that

contains the large tree was concerned that during the construction of a sidewalk the roots of the tree could be damaged, which potentially could kill the tree.

Mr. Hawver reports that the two property owners on the west side of Fayette were enthused about the possibility of a new sidewalk. The property owner of 337 East 27<sup>th</sup> Avenue was told the tree located on the street right of way would need to be removed for the installation of the sidewalk, and he was not opposed to that.

The resolution that Councilmember Saper submitted for Council consideration suggested that the City seek bids for this project. Alternatively, staff would suggest that the City's concrete contractor, who is chosen on the basis of competitive bidding and who supplied the estimate for this work, perform the work. If such a small project is bid out separately, it will almost certainly result in a higher cost for the work.

From staff's point of view, the direction needed from the Council is:

- Does the Council wish to proceed with a sidewalk on one or both sides of the street? If on one side of the street, which?
- Does the Council wish to amend the FY 2021 Budget to accomplish this project this fiscal year, or budget it in the next fiscal year? If the former, staff will submit for Council approval a budget amendment resolution.
- Shall staff plan on having the City's concrete contractor perform the work?



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# MEMORANDUM

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**TO:** Honorable Mayor Stielow and City Council Members

**FROM:** Dave Hargis, Fire Chief

**DATE:** March 2, 2021

**RE:** Medical Director Contract Renewal

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Budget Authority: General Fund – Fire Department - Physician: \$19,000

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The State of Missouri requires all paramedic and emergency medical technician ambulance services to retain a medical director to provide oversight and training.

The City has contracted with Dr. Steven Russell as medical director for several years. Dr. Russell's annual contract expires on March 31, 2021 and includes payment for his time devoted to the North Kansas City Fire Department paramedic program as well as payment to cover his liability insurance. The liability insurance that the City pays for covers Dr. Russell only for his work with the City's ambulance service.

Dr. Russell's annual salary and the cost of liability insurance are unchanged from last year.

## Summary of Charges:

Annual Salary	\$12,000.00
Liability Insurance	<u>\$ 4,600.00</u>
Total Annual Fee	\$16,600.00

Staff recommends renewal of the Medical Director contract.

**AN ORDINANCE ADOPTING AND APPROVING A CONTRACT BY AND BETWEEN THE CITY OF NORTH KANSAS CITY, MISSOURI, AND STEVEN L. RUSSELL, M.D., FOR PROFESSIONAL MEDICAL ADVISORY SERVICES AND RELATED PROFESSIONAL SERVICES.**

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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 operates a fire department that includes, but is not limited to, an emergency ambulance service which requires that the City have a medical director to assure compliance with all rules, regulations and laws mandated by the State of Missouri; and

**WHEREAS**, Steven L. Russell, a licensed medical doctor in the State of Missouri, is qualified to serve, and is currently serving as the City’s medical director; and

**WHEREAS**, the City desires to enter into a Contract Services Agreement for Consulting and Advisory Services for the City’s Emergency Medical and Ambulance Services Program (the “**Agreement**”) with Steven L. Russell, M.D.

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

**Section 1.** **Finding of Best Interests of City.** The City Council does hereby find and determine that it is in the best interests of the City of North Kansas City, Missouri, and its citizens to enter into the Agreement with Steven L. Russell, M.D., for professional medical advisory and related services for and on behalf of the City of North Kansas City, Missouri, as more fully described in the attached Agreement. A copy of the Agreement is attached hereto, marked **Exhibit 1** and is incorporated herein by reference.

**Section 2.** **Authorization of Agreement.** The provisions of the Agreement are hereby approved and adopted by the City Council of the City of North Kansas City, Missouri. The City Council hereby authorizes the City to enter into the Agreement with Steven L. Russell, M.D., for the purposes described in the Agreement, which Agreement shall be in substantially the form of **Exhibit 1**. The Mayor and the City Clerk are hereby authorized and directed to execute the Agreement on behalf of the City of North Kansas City, Missouri. The City is authorized and directed to make the payments contemplated by and described in the Agreement.

**Section 3.** **Further Authority.** The City shall, and the mayor, city clerk, city officials and employees of the City are hereby authorized and directed to take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

**Section 4.** Severability. The sections, paragraphs, sentences, clauses and phrases of this Ordinance shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of this Ordinance are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

**Section 5.** Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

**Section 6.** Effective Date. This Ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor.

**PASSED** this 2<sup>nd</sup> day of March, 2021.

\_\_\_\_\_  
Don Stielow, *Mayor*

ATTEST:

\_\_\_\_\_  
Crystal Doss, *City Clerk*

**APPROVED** this 2<sup>nd</sup> day of March, 2021.

\_\_\_\_\_  
Don Stielow, *Mayor*

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Anthony W. Bologna, *City Attorney*

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

# **EXHIBIT “1”**

CITY OF NORTH KANSAS CITY

**CONTRACT SERVICES AGREEMENT FOR  
CONSULTING AND ADVISORY SERVICES FOR THE CITY'S  
EMERGENCY MEDICAL AND AMBULANCE SERVICES PROGRAM**

**THIS CONTRACT SERVICES AGREEMENT** (this “**Agreement**”) is made and entered into this \_\_\_\_\_ day of March, 2021, by and between the CITY OF NORTH KANSAS CITY, MISSOURI, a third class city and municipal corporation in the State of Missouri (the “**City**”), and STEVEN L. RUSSELL, M.D. (the “**Medical Director**”).

**NOW, THEREFORE**, the parties hereto agree as follows:

**1.0 SERVICES OF MEDICAL DIRECTOR**

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Medical Director shall perform the work or services set forth in the “Scope of Services” attached hereto as “**Exhibit A**” and incorporated herein by reference. The Medical Director warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

1.2 Compliance with Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. The Medical Director shall obtain at his sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

**2.0 COMPENSATION**

2.1 Contract Sum. For the services rendered pursuant to this Agreement, the Medical Director shall be compensated in accordance with the “Schedule of Compensation” attached hereto as “**Exhibit B**” and incorporated herein by this reference, but not exceeding the maximum contract amount of Twelve Thousand and No/100 Dollars (\$12,000.00) (“Contract Sum”). In addition thereto, the City shall pay directly to the Medical Director’s medical malpractice insurance carrier the cost of such additional malpractice insurance required of the Medical Director to perform the services described in this Agreement for the City for the period of this Agreement in an amount not to exceed the sum of Four Thousand Six Hundred and No/100 Dollars (\$4,600.00). At the termination of all services by the Medical Director on behalf of the City (including subsequent contracts between the City and Medical Director for such services), the City shall pay the cost of tail lifetime coverage for malpractice insurance that covers the services provided under this Agreement and any future agreements. The tail lifetime coverage shall be a one-time payment by the City and is made only at the end of all services, including services rendered under future contracts, by the Medical Director to the City.

2.2 Method of Payment. Provided that the Medical Director is not in default under the terms of this Agreement, the Medical Director shall be paid as outlined in “Exhibit B” Schedule of Compensation.

### **3.0 INDEPENDENT CONTRACTOR**

3.1 Independent Contractor. Neither the City nor any of its officials or employees shall have any control over the manner, mode, or means by which the Medical Director, his agents or employees perform the services required herein, except as otherwise set forth. The Medical Director shall perform all services required herein as an independent contractor of the City and shall remain under only such obligations as are consistent with that role. The Medical Director shall not at any time or in any manner represent that he, or any of his agents or employees, are agents or employees of the City.

### **4.0 INSURANCE, INDEMNIFICATION AND BONDS**

4.1 Insurance. The Medical Director shall procure and maintain during the entire term of this Agreement, including any extension thereof, the following policy of insurance:

(a) Medical Malpractice Insurance. A policy of medical malpractice liability insurance with a limit of at least \$1,000,000.00, which shall cover all services provided for or contemplated by this Agreement.

The above policy or policies of insurance shall be primary insurance.

4.2 Indemnification. The Medical Director agrees to indemnify the City, its officers, officials, agents and employees against, and will hold and save them, and each of them, harmless from any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities of the Medical Director, his agents, employees, or subcontractors provided for herein, or arising from the negligent acts or omissions of the Medical Director hereunder, or arising from the Medical Director’s negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, whether or not there is concurrent passive or active negligence on the part of the City, its officers, officials, agents or employees but excluding such claims or liabilities arising from the sole negligence or willful misconduct of the City, its officers, agents or employees, who are directly responsible to the City.

### **5.0 TERM**

5.1 Term. Unless earlier terminated in accordance with Section 5.2 below, this Agreement shall commence on April 1, 2021, and shall continue in full force through and including March 31, 2022.

5.2 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon ninety (90) days' written notice to the other party. Upon receipt of the notice of termination, the Medical Director shall immediately cease all work or services hereunder except as may be specifically approved by the City or required by law. In the event of termination by the City, the Medical Director shall be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination and for such additional services specifically authorized by the City and the City shall be entitled to reimbursement for any compensation paid in excess of services rendered.

## **6.0 MISCELLANEOUS**

6.1 Non-liability of City Officers and Employees. No officer, official or employee of the City shall be personally liable to the Medical Director, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Medical Director or to his successor, or for breach of any obligation of the terms of this Agreement.

6.2 Conflict of Interest. No officer, official or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which effects his financial interest or the financial interest of any corporation, partnership, or association in which he is, directly or indirectly interested, in violation of any State statute or regulation. The Medical Director warrants that he has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

6.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City to the City Administrator, CITY OF NORTH KANSAS CITY, 2010 Howell, North Kansas City, Missouri 64116, and in the case of the Medical Director, to the Medical Director at the address designated on the execution page of this Agreement.

6.4 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

6.5 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

6.6 Severability. In the event that any part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement

which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

6.7 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy to be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.8 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

6.9 Governing Law and Forum. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of Missouri. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Circuit Court of the County of Clay, State of Missouri, or any other appropriate court in such county. The Medical Director covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

**IN WITNESS WHEREOF**, the parties have executed and entered into this Agreement as of the date first written above.

ATTEST:

\_\_\_\_\_  
Crystal Doss, *City Clerk*

**CITY OF NORTH KANSAS CITY, MISSOURI**  
a municipal corporation

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

**MEDICAL DIRECTOR:**

\_\_\_\_\_  
Steven L. Russell, M.D.  
Mailing Address:  
2800 Clay Edwards Drive  
North Kansas City, Missouri 64116



## **Exhibit “A”**

### **SCOPE OF WORK**

1. The Medical Director shall perform certain services, which shall include, but not be limited to the following: certain education and instructional services for the paramedics of the City; serving as an advisor to the City on matters relating to emergency medical service delivery; and coordinating various educational and training sessions designed to provide for skills maintenance and approval of skills abilities for the City paramedics and emergency medical technicians.

2. The Medical Director will perform consulting and advisory services on behalf of the City with respect to matters relating to or affecting the Emergency Medical and Ambulance Services program of the City. As a part of the Medical Director’s services, the Medical Director shall suggest appropriate practices, methods and techniques to employees of the City, including the City’s paramedics and emergency medical technicians, and review findings concerning the City’s Emergency Medical and Ambulance Services program and make suggestions thereon.

3. The Medical Director agrees to provide organized instruction, educational services and practical training for the paramedics of the City.

4. The Medical Director shall serve as medical director for the North Kansas City Community Center automatic external defibrillator.

5. The Medical Director shall also serve as an advisor to the City on matters relating to emergency medical service delivery and the Medical Director agrees to coordinate educational and training sessions to provide for skills maintenance and verify skills ability and reviews for the City’s paramedics and emergency medical technicians.

6. It is understood that some of the Medical Director’s services will be rendered at his place of employment as a doctor, but that the Medical Director will come to the City’s fire station in North Kansas City, Missouri, or such other place as designated by the City, to meet with paramedics, emergency medical technicians, and other representatives of the City.

7. The Medical Director shall be responsible to comply with all requirements of a medical director as set forth in the Applications, Statutes, and Regulations of the Bureau of Emergency Medical Services, DEPARTMENT OF HEALTH, STATE OF MISSOURI, as revised on February 28, 1999, and subsequently amended.

8. In the performance of the services, the aforesaid services and the hours the Medical Director is to work on any given day will be entirely within the Medical Director’s control and the City will rely upon the Medical Director to put in such number of hours as is reasonably necessary to fulfill the spirit and purpose of this Agreement.

*(Remainder of page intentionally left blank)*

**EXHIBIT “B”**

**SCHEDULE OF COMPENSATION**

The City shall pay the Medical Director the Contract Sum in twelve (12) equal monthly installments. Upon being properly invoiced, the City shall pay directly to the insurance carrier in one lump sum payment the cost of the appropriate malpractice insurance covering the Medical Director’s services rendered under this Agreement and as described in Paragraph 2.1 of this Agreement.

*(Remainder of this page intentionally left blank)*

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## MEMORANDUM

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**TO:** Mayor Stielow and City Council

**FROM:** Major Kevin Freeman, Chief of Police

**DATE:** March 2, 2021

**RE:** License Agreement for Camera at 1600 Swift St.

The Police Department operates several exterior cameras around the city to monitor traffic and safety issues in certain areas. One of these cameras is mounted in the formerly city-owned parking lot at 18<sup>th</sup> and Swift. With the development of the parking lot by a private developer it has become necessary to relocate this camera.

The building at 1600 Swift St., owned by Storsafe IV, L.L.C., has been identified as a potential location for relocation of this camera. The building will allow the city to continue to have some video coverage of the future city parking lot to the west of this building. City staff contacted the ownership of Storsafe IV, L.L.C. to determine if the company would be interested in allowing a camera to be installed on their building. Storsafe IV, L.L.C. indicated they would be open to the proposal.

A license agreement has been prepared that specifies the terms and conditions for installing a camera on the west side of the roof at 1600 Swift St. Once the agreement is finalized, City staff will order the necessary equipment and coordinate installation with Storsafe IV, L.L.C. City staff recommends approval of this license agreement.

**AN ORDINANCE ADOPTING AND APPROVING A LICENSE AGREEMENT BY AND BETWEEN THE CITY OF NORTH KANSAS CITY, MISSOURI, AND STORSAFE IV, L.L.C., REGARDING PLACEMENT OF CITY EQUIPMENT ON ROOF OF PROPERTY LOCATED 1600 SWIFT OWNED BY STORSAFE IV, L.L.C., IN THE CITY OF NORTH KANSAS CITY, MISSOURI.**

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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**, Storsafe IV, L.L.C., a Missouri limited liability company (“**Licensor**”), owns certain real property generally identified as 1600 Swift in the City of North Kansas City, Missouri (the “**Property**”); and

**WHEREAS**, the City desires to mount, install, maintain and operate a camera, support equipment, cabling through existing conduits and related materials (the “**Facilities**”) on the roof of the Property, which Licensor has agreed to permit and authorize under certain terms and conditions as set forth in a license agreement between the parties; and

**WHEREAS**, the City has requested permission of the Licensor to enter onto the Property (belonging to the Licensor) for the purpose of installing, mounting, maintaining, maintaining and otherwise using the Facilities, all as described in the License Agreement (the “**Agreement**”), which is the subject of this ordinance; and

**WHEREAS**, the City desires a license to use the Property belonging to the Licensor for the mounting, installation, maintenance, operation and use of the Facilities.

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

**Section 1.** **Approving License Agreement.** The City Council does hereby find and determine that it is in the best interests of the City to obtain a license from Storsafe IV, L.L.C., granting to the City a license to install, mount, construct, maintain, operate, use and remove at the sole cost and expense of the City, the Facilities upon the Licensor’s property at 1600 Swift in North Kansas City, Missouri, in accordance with the Agreement. A copy of said License Agreement is attached hereto and is incorporated herein by reference.

**Section 2.** **Authorization of Agreement.** The City Council hereby authorizes the City to enter into the Agreement with Storsafe IV, L.L.C., regarding the license requested by the City to install, mount, maintain, operate and otherwise use the Facilities on Licensor’s property, which Agreement shall be in substantially the form of **Exhibit 1**, attached hereto and incorporated herein by reference. The terms and provisions of the License Agreement referred to in Section 1 hereof are hereby approved and adopted by the City Council of the City of North Kansas City, Missouri,

on behalf of the City. The Mayor and City Clerk are hereby authorized and directed to execute said License Agreement on behalf of the City of North Kansas City, Missouri.

**Section 3.** Further Authority. The City shall, and the mayor, city clerk, city officials and employees of the City are hereby authorized and directed to take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

**Section 4.** Severability. The sections, paragraphs, sentences, clauses, and phrases of this Ordinance shall be severable. In the event that any such section, paragraph, sentence, clause, or phrase of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of this Ordinance are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

**Section 5.** Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

**Section 6.** Effective Date. This Ordinance shall be in full force and effect, after compliance with all governing laws, rules, and regulations, upon passage by the City Council and approval by the Mayor.

**PASSED** this 2<sup>nd</sup> day of March, 2021.

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Don Stielow, *Mayor*

ATTEST:

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Crystal, Doss, *City Clerk*

**APPROVED** this 2<sup>nd</sup> day of March, 2021.

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Don Stielow, *Mayor*

**APPROVED AS TO FORM:**

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Anthony W. Bologna, *City Attorney*

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

# **EXHIBIT “1”**

## **LICENSE AGREEMENT**

**THIS LICENSE AGREEMENT** (this “**Agreement**”) made as of the \_\_\_\_ day of March, 2021 (the “**Effective Date**”), between **STORSAFE IV, L.L.C.**, a Missouri limited liability company (“**Licensor**”), whose address is 1501 Burlington, North Kansas City, Missouri 64116, and the **CITY OF NORTH KANSAS CITY, MISSOURI**, a Missouri municipal corporation and political subdivision of the State of Missouri (the “**Licensee**”).

### **RECITALS**

**THE PARTIES HERETO** enter into this Agreement on the basis of the following facts, understandings, and intentions:

**WHEREAS**, Licensee proposes to install, maintain, and use a camera on the northwest corner of the roof of a building owned by Licensor located at 1600 Swift Street in the City of North Kansas City, Missouri (the “**Building**”) for certain public safety and related purposes. The installation and operation of the camera will be mounted on a non-penetrating roof pad mount that sits directly on top of the roof. No roof penetration will be permitted under the terms of this Agreement. The camera, roof pad mount and related installation equipment and materials shall be referred to collectively as the “**Facilities**”; and

**WHEREAS**, the location of the camera and roof pad mount are shown and identified on the aerial photo with drawing attached hereto, marked “**Exhibit A**” and incorporated herein by reference; and

**WHEREAS**, Licensee has requested permission of the Licensor to enter onto certain real property owned by and belonging to Licensor for the purpose of installing, maintaining, operating and otherwise using the camera and roof pad mount; and

**WHEREAS**, Licensee desires a license to use such real property belonging to Licensor for the installation, maintenance, operation and/or use of the aforesaid camera, roof pad mount and related equipment and materials.

### **AGREEMENT**

**NOW, THEREFORE**, for and in consideration of the foregoing recitals and the covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor hereby permits and grants to Licensee, insofar as Licensor has the right to do so, without warranty and subject to all encumbrances, covenants and easements to which Licensor’s title may be subject, the right to use and occupy the above-described real property for the installation, operation, maintenance, and use of the camera, roof pad mount and related equipment and materials (said property of Licensor being hereinafter collectively called the “**Premises**”), upon the following terms and conditions:

1. License. Licensor hereby grants to Licensee a revocable license (the “**License**”) to install, maintain, operate and use the camera, roof pad mount and related equipment and materials. Nothing herein shall be deemed to allow the Licensee to expand the Facilities or make any other use of the Premises without the express, written permission of the Licensor.

2. Use and Condition of the Premises. The Premises shall be used by Licensee only for the installation, operation, maintenance, and use of the Facilities and for no other purpose without the prior written consent of Licensor, which consent may be withheld by Licensor at its sole discretion. Licensee accepts the Premises in their current “as is” condition, as suited for the installation, operation, maintenance and use of the Facilities, and without the benefit of any improvements to be constructed by Licensor.

3. Installation of the Facilities; Licensor Support. Licensee shall, at its expense, install, construct, maintain, operate, use and remove the Facilities on a lien-free basis and in such a manner as will not otherwise interfere with any other operations of Licensor, or endanger any persons or property. Such installation, construction, maintenance, operation, use and removal of the Facilities shall be in accordance with (a) the drawing shown below at the end of this paragraph and any other reasonable specifications prescribed by Licensor; (b) applicable laws, regulations, ordinances and other requirements of federal, state and local governmental authorities; and (c) all requirements Licensor, present and future. Any change to the character, capacity or use of the Facilities shall require execution of a new agreement or an appropriate amendment to this Agreement.



*Drawing of Roof Pad Mount*

4. Term and Termination. The License shall commence on the Effective Date and shall remain in effect until terminated as set forth herein. In addition to the explicit termination rights set forth in Paragraph 17, the License, this Agreement and the privilege it confers may be revoked and terminated at the option of either Licensor or Licensee at any time by giving sixty (60) days written notice to the other party, and upon the expiration of said sixty (60) days after service of said notice, this License and the privilege hereby granted shall be absolutely terminated and extinguished; and thereupon Licensee shall remove the camera, roof pad mount and related equipment and materials installed under this Agreement from the Premises of Licensor at the expense of Licensee, or on the failure of Licensee so to do, Licensor may remove the camera, roof pad mount and related equipment and materials from the Premises which were



installed under this Agreement at the expense of Licensee, which expense said Licensee hereby covenants and expressly agrees to pay on demand.

It is expressly understood and agreed by the parties that neither party hereto shall be relieved by the termination or expiration of this Agreement of any obligation which shall have accrued thereunder prior to such termination.

5. Assumption of Risk. Unless caused solely by the willful misconduct of Licensor, Licensee hereby assumes all risk of damage to the Facilities and Licensee's other property relating to its use and occupation of the Premises and any defects to the Premises; and Licensee hereby indemnifies Licensor, its officers, partners, agents and employees from and against any liability for such damage.

6. Inspection of Facilities. Licensee hereby grants to Licensor, its officers, employees, agents and representatives the right to inspect Facilities at any time.

7. Rules and Regulations. The Premises and Facilities shall at all times be kept in good and safe condition and repair and comply with all applicable laws, statutes, regulations, and rules of federal, state and local authorities having jurisdiction. In the event of concurrent jurisdiction of any federal, state, and/or local authority(ies), the Premises and Facilities shall comply with the more restrictive requirements.

8. Licensor Requirements. The Premises and Facilities shall, at a minimum: (a) not penetrate the roof of Licensor's property; (b) not affect the property of any third parties, as well as other property of Licensor; (c) be maintained in a safe and secure condition; (d) not inhibit Licensor's use of the property owned or controlled by Licensor; and (e) not be a threat to public safety.

9. Liens; Taxes. Licensee will not permit any mechanic's liens or other liens to be placed upon the Premises, and nothing in this Agreement shall be construed as constituting the consent or request of Licensor, express or implied, to any person for the performance of any labor or the furnishing of any materials to the Premises, nor as giving Licensee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that could give rise to any mechanic's liens or other liens against the Premises. In addition, Licensee shall be liable for all taxes levied or assessed against the Facilities and any other equipment or other property placed by Licensee within the Premises. In the event that any such lien shall attach to the Premises or Licensee shall fail to pay such taxes, then, in addition to any other right or remedy available to Licensor, Licensor may, but shall not be obligated to, discharge the same. Any amount paid by Licensor for any of the aforesaid purposes, together with related court costs, attorneys' fees, fines and penalties, shall be paid by Licensee to Licensor within ten (10) days after Licensor's demand therefore.

10. Indemnification. To the extent authorized by law, Licensee hereby agrees to indemnify, defend (with counsel reasonably acceptable to Licensor), and hold harmless Licensor, its officers, partners, agents and employees, from and against any and all liabilities, claims, losses, damages, expenses (including attorneys' fees) or costs for personal injuries (including

death) and property damage to whomsoever or whatsoever occurring (hereinafter collectively called “**Losses**”) that arise in any manner from (a) the installation, construction, maintenance, operation, presence, use or removal of, or the failure to properly install, construct, maintain, operate, use or remove, the Facilities, or (b) any act, omission or neglect of Licensee, its agents, servants, employees or contractors in connection therewith. Licensee’s indemnity obligations under this Agreement shall survive the expiration or termination of this Agreement with respect to occurrences which shall have accrued prior to such expiration or termination of this Agreement.

11. Insurance.

(a) Without limiting in any manner the liabilities and obligations assumed by Licensee under any other provision of this Agreement, and as additional protection to the Licensor, Licensee shall, at its expense, procure and maintain with insurance companies reasonably satisfactory to Licensor, the following insurance policies or be self-insured in an amount equal to or exceeding the limits set forth below:

Prior to the installation of the Facilities, and for the entire period of this Agreement, Licensee, and each of its contractors while performing work on the Premises, shall at its sole cost and expense procure and maintain for the course of the Agreement, a Commercial General Liability Insurance policy having minimum limits of One Million Dollars (\$1,000,000) for the injury to or death of one person and Two Million Dollars (\$2,000,000) for injury to or death of two or more persons in any one accident and One Million Dollars (\$1,000,000) for damage to property. Licensee shall name Licensor as an additional insured in such policy and such policy shall be in a form acceptable to Licensor.

(b) A company authorized to write such insurance in Missouri shall write such policy of insurance. Licensee shall furnish Licensor with a certificate of such policy in a form reasonably satisfactory to Licensor on an annual basis. Licensee shall provide advance written notice to Licensor before the policy is cancelled, materially changed, or not renewed. Licensor reserves the right to reject insurance or insurers tendered by Licensee. In the event such insurance or insurer is rejected, reasonable additional time (in Licensor’s discretion) will be granted to Licensee to obtain alternative coverage acceptable to Licensor. All insurance required under the preceding subsection (a) shall be underwritten by insurers, and be of such form and content, as may be reasonably acceptable to Licensor.

(c) If an outside contractor is to install, maintain, operate, repair, renew, use, remove or relocate the Facilities on the Premises, then such contractor shall also provide to Licensor insurance in the same amounts and with the same requirements placed on Licensee for insurance in paragraph (a) of this Section 11, Insurance. The contractor shall not occupy the Premises until satisfactory proof of compliance of this provision shall have been furnished to and accepted by Licensor.

12. Environmental Matters. Licensee assumes all responsibility for any environmental obligations imposed under applicable laws, regulations, ordinances or other

requirements of federal, state and local governmental authorities relating to (a) the installation, construction, maintenance, operation or removal of the Facilities, including notification and reporting of any releases, and (b) any contamination of any property, water, air or groundwater arising or resulting, in whole or in part, from Licensee's operation or use of the Premises pursuant to this Agreement. In addition, Licensee shall obtain any necessary permits to install, construct, maintain, operate or remove the Facilities. Licensee agrees to indemnify and hold harmless Licensor from and against any and all fines, penalties, demands or other Losses (including attorneys' fees) incurred by Licensor or claimed by any person, company or governmental entity relating to (a) any contamination of any property, water, air or groundwater due to the installation, operation, maintenance, use or presence of the Facilities on the Premises, (b) Licensee's violation of any laws, regulations or other requirements of federal, state or local governmental authorities in connection with the use or presence of the Facilities on the Premises, or (c) any violation of Licensee's obligations imposed under this paragraph. Without limitation, this indemnity provision shall extend to any cleanup and investigative costs relating to any contamination of the Premises arising or resulting from, in whole or in part, Licensee's use of the Facilities or any other activities by or on behalf of Licensee occurring on or about the Premises. Licensee further agrees not to dispose of any trash, debris or wastes, including hazardous waste, on the Premises and will not conduct any activities on the Premises which would require a hazardous waste treatment, storage or disposal permit. Licensee shall not be responsible for any contamination of the Premises existing prior to the installation of the Facilities.

13. Assignments and Other Transfers.

(a) Licensee shall not assign, transfer, sell, mortgage, encumber, sublease or otherwise convey (whether voluntarily, involuntarily or by operation of law) this Agreement or any interest therein, nor license, mortgage, encumber or otherwise grant to any other person or entity (whether voluntarily, involuntarily or by operation of law) any right or privilege in or to the Premises (or any interest therein), in whole or in part, without the prior written consent of Licensor, which consent will be at the discretion of Licensor. Any such assignment or other transfer made without Licensor's prior written consent shall be null and void and, at Licensor's option, shall constitute an immediate default of this Agreement. Nevertheless, Licensor hereby consents to an assignment of the License Agreement to (i) the purchaser of all or substantially all of Licensee's assets, and (ii) the successor by reason of a merger or consolidation involving Licensee.

(b) Licensor shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in or to the Premises. From and after the effective date of any such assignment or transfer, Licensor shall be released from any further obligations hereunder; and Licensee shall look solely to such successor-in-interest of Licensor for the performance of the obligations of "Licensor" hereunder.

14. Meaning of "Licensor". The word "Licensor" as used herein shall include any other company or entity whose property at the aforesaid location may be leased or operated by Licensor. Said term also shall include Licensor's officers, partners, agents and employees.

15. Default; Remedies.

(a) The following events shall be deemed to be events of default by Licensee under this Agreement:

(i) Licensee shall fail to pay any sum of money due hereunder and such failure shall continue for a period of twenty (20) days after the due date thereof;

(ii) Licensee shall fail to comply with any provision of this Agreement not requiring the payment of money, all of which terms, provisions and covenants shall be deemed material, and such failure shall continue for a period of thirty (30) days after written notice of such default is delivered to Licensee;

(iii) Licensee shall become insolvent or unable to pay its debts as they become due, or Licensee notifies the Licensor that it anticipates either condition;

(iv) Licensee takes any action to, or notifies Licensor that Licensee intends to file a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any State thereof; or a petition shall be filed against Licensee under any such statute; or

(v) A receiver or trustee shall be appointed for Licensee's license interest hereunder or for all or a substantial part of the assets of Licensee, and such receiver or trustee is not dismissed within sixty (60) days of the appointment.

(b) Upon the occurrence of any event or events of default by Licensee, whether enumerated in this Section 15 or not, Licensor shall have the option to pursue any remedies available to it at law or in equity without any additional notices to Licensee. Licensor's remedies shall include, but not be limited to, the following: (i) termination of this Agreement, in which event Licensee shall immediately surrender the Premises to Licensor; (ii) entry into or upon the Premises to do whatever Licensee is obligated to do under the terms of this License, in which event Licensee shall reimburse Licensor on demand for any expenses which Licensor may incur in effecting compliance with Licensee's obligations under this License, but without rendering Licensor liable for any damages resulting to Licensee or the Facilities from such action; and (iii) pursuit of all other remedies available to Licensor at law or in equity, including, without limitation, injunctive relief of all varieties.

16. Right of Licensor to Use. Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:

(a) to maintain, renew, use, operate, change, modify and relocate any existing pipe, water line, sewer line, fiber optic line, power, communication lines and appurtenances and other facilities or structures of like character upon, over, under or across the Premises;

(b) to construct, maintain, renew, use, operate, change, modify and relocate any street, sidewalk, alley, road, utility or additional facilities or structures upon, over, under or across the Premises; or

(c) to use the Premises in any manner as Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified herein.

Licensor shall exercise its rights under this Section 16 in such fashion as to minimize interference with Licensee's operation of the Facilities.

17. Licensor Termination Right. Notwithstanding anything to the contrary in this Agreement, Licensor shall have the right to terminate this Agreement, the License and the rights granted hereunder, after delivering to Licensee written notice of such termination no less than thirty (30) days prior to the effective date thereof, upon the occurrence of anyone or more of the following events:

(a) If Licensee shall discontinue the use or operations of the Facilities; or

(b) If Licensor, in the good faith judgment of its board of directors, shall require a change in the location of other Licensor operations on or about the location of the Facilities or the Premises that might effectively prohibit the use or operation of the Facilities; or

(c) If Licensor, in the good faith judgment of its board of directors, determines that the maintenance or use of the Facilities unduly interferes with the operation and maintenance of the facilities of Licensor, or with the present or future use of such property by Licensor, its lessees, affiliates, successors or assigns, for their respective purposes.

Neither party hereto shall be relieved by the termination of this Agreement of any obligation which shall have accrued thereunder prior to such termination.

18. Condemnation. If the Premises or any portion thereof shall be taken or condemned in whole or in part for public purposes, or sold in lieu of condemnation, then this Agreement and the rights granted to Licensee hereunder shall, at the sole option of Licensor, forthwith cease and terminate. All compensation awarded for any taking (or sale proceeds in lieu thereof) shall be the property of Licensor, and Licensee shall have no claim thereto, the same being hereby expressly waived by Licensee.

19. Incorporation. Each and all of the recitals set forth at the beginning of this instrument are hereby incorporated herein by reference. Each exhibit referenced herein and attached hereto is hereby incorporated herein by this reference.

20. Removal of Facilities; Survival. The Facilities are and shall remain the personal property of Licensee. Upon the expiration or termination of this Agreement, Licensee shall remove any camera, roof pad mount and related equipment and materials installed under this Agreement from the Premises within sixty (60) days after the effective date thereof. In

performing such removal, unless otherwise directed by Licensor, Licensee shall restore the Premises to the same condition as existed prior to the installation or placement of the Facilities. In the event Licensee shall fail to so remove the camera, roof pad mount and related equipment and materials installed under this Agreement, such camera, roof pad mount and related equipment and materials shall be deemed to have been abandoned by Licensee, and the same shall become the property of Licensor for Licensor to use, remove, destroy or otherwise dispose of at its discretion and without responsibility for accounting to Licensee therefore; provided, however, in the event Licensor elects to remove such camera, roof pad mount and related equipment and materials, Licensor, in addition to any other legal remedy it may have, shall have the right to recover from Licensee all costs incurred in connection with such removal and the restoration of the Premises. Notwithstanding anything to the contrary contained in this Agreement, the expiration or termination of this Agreement, whether by lapse of time or otherwise, shall not relieve Licensee from Licensee's obligations accruing prior to the expiration or termination date, and such obligations shall survive any such expiration or other termination of this Agreement.

21. Nuisance. Licensee shall not create or permit to be created or to exist in or about said Facility any nuisance, public or private, during the continuance of this Agreement, and Licensee hereby agrees to save and keep harmless the Licensor, its officers, partners, agents, servants, and employees, from any suit or claim growing out of any nuisance arising from the presence, use or operation of the Facilities or Licensee's violation of any applicable laws, ordinances or governmental regulations, including, without limitation, laws, ordinances and governmental regulations controlling air, water, noise, solid waste and other pollution.

22. Repairs to the Facilities: Except in the case of an emergency, it may be necessary to make any repairs to or renewals of the Facilities in or upon the premises of Licensor, such repairs or renewals shall be made under the supervision and control of the Licensor, or its duly authorized agent, at the sole expense of Licensee, in such a manner as to interfere as little as possible with the property of Licensor, and Licensee shall, at the sole cost and expense of Licensee, restore the premises of Licensor to the same or as good as condition as they were in prior to the making of such repairs, or renewals; or Licensor may, at its election, make such repairs or renewals and the expense thereof shall be paid to it by the Licensee.

23. Entire Agreement. This Agreement contains the entire agreement of Licensor and Licensee and supersedes any prior understanding or agreement between Licensor and Licensee respecting the specific subject matter hereof; and no representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this Agreement shall be of any force or effect.

24. Attorneys' Fees. If suit is brought to interpret or enforce the Agreement, the prevailing party in such action shall be entitled to recover its litigation expenses, including its reasonable attorneys' fees.

25. Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall

not be affected thereby; and it is also the intention of the parties to this Agreement that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

26. Modifications; Waiver; Successors and Assigns. This Agreement may not be altered, changed or amended, except by instrument in writing signed by both parties hereto. No provision of this Agreement shall be deemed to have been waived by Licensor unless such waiver shall be in a writing signed by Licensor and addressed to Licensee, nor shall any custom or practice that may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of Licensor to insist upon the performance by Licensee in strict accordance with the terms hereof. The terms and conditions contained in this Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. If there shall be more than one Licensee, the obligations hereunder imposed upon Licensee shall be joint and several.

27. Notice. Any and all other notices, demands or requests by or from Licensor to Licensee, or Licensee to Licensor, shall be in writing and shall be sent by (a) postage paid, certified mail, return receipt requested, or (b) a reputable national overnight courier service with receipt therefore, or (c) personal delivery, and addressed in each case as follows:

*If to Licensor:*

Storsafe IV, L.L.C.  
C/O JOHN E. MILLER  
1501 BURLINGTON  
NORTH KANSAS CITY, MISSOURI 64116  
EMAIL: [jmillerssw@gmail.com](mailto:jmillerssw@gmail.com)

*If to Licensee:*

City of North Kansas City  
2010 Howell  
North Kansas City, Missouri 64116  
Attn: *City Administrator*

Either party may, by notice in writing, direct that future notices or demands be sent to a different address. All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection).

28. Limitations of Grant. Licensee acknowledges that the license granted hereunder is a quitclaim grant, made without covenants, representations or warranties with respect to Licensor's (a) right to make the grant, (b) title in the Premises, or (c) right to use or make available to others the Premises for the purposes contemplated herein. Licensor is the owner and/or holder of the Premises subject to the terms and limitations under which it is owned or held, including without limitation conditions, covenants, restrictions, easements (including any

pre-existing easements or licenses), rights-of-way, encroachments, leases, licenses, permits, mortgages, indentures, reversionary interests, fee interests, zoning restrictions and other burdens and limitations, of record and not of record, and to rights of tenants and licensees in possession, and Licensee agrees that the rights licensed hereunder are subject and subordinate to each and all of the foregoing. Licensee accepts this grant knowing that others may claim that Licensor has no right to make it, and Licensee agrees to release, hold harmless and indemnify (and, at Licensor's election, defend, at Licensee's sole expense, with counsel approved by Licensor) Licensor, its officers, partners, agents and employees, from and against any detriments to, or liabilities of, any type or nature arising from such claims, including punitive damages (if allowed by law against municipalities) and any forfeitures declared or occurring as a result of this grant.

29. Limitations Upon Damages. Notwithstanding any other provision of this Agreement, neither party shall not be liable for breach of this Agreement or under this Agreement for any consequential, incidental, exemplary, punitive, special, business damages or lost profits, as well as any claims for death, personal injury, and property loss and damage which occurs by reason of, or arises out of, or is incidental to the interruption in or usage of the Facilities placed upon or about the Premises by Licensee, including without limitation any damages under such claims that might be considered consequential, incidental, exemplary, punitive, special, business damages or loss profits.

30. No Warranties. Licensor's duties and warranties are limited to those expressly stated in this Agreement and shall not include any implied duties or implied warranties, now or in the future, no representations or warranties have been made by Licensor other than those contained in this Agreement. Licensee hereby waives any and all warranties, express or implied, with respect to the Premises or which may exist by operation of law or in equity, including, without limitation, any warranty of merchantability, habitability or fitness for a particular purpose.

31. Personal Property Waiver. All personal property, including, but not limited to, fixtures, equipment, or related materials upon the Premises will be at the risk of Licensee only, and no indemnitee will be liable for any damage thereto or theft thereof, whether or not due in whole or in part to the negligence of any indemnitee.

32. Governing Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of Missouri. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Circuit Court of the County of Clay, State of Missouri. Licensee covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

33. Recordation. It is understood and agreed that this License shall not be recorded with the county recorder of deeds.

34. Miscellaneous. All exhibits, attachments, riders and addenda referred to in this License are incorporated into this Agreement and made a part hereof for all intents and purposes. Time is of the essence with regard to each provision of this Agreement. Each covenant of the



Licensors and Licensees under this Agreement are independent of each other covenants under this Agreement. No default in performance of any covenant by a party shall excuse the other party from the performance of any other covenant.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this instrument, in duplicate, as of the day and year first above written.

**STORSAFE IV, L.L.C.**, a Missouri Limited Liability Company

By \_\_\_\_\_  
John E. Miller  
*Managing Member*

**CITY OF NORTH KANSAS CITY, MISSOURI**

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

**ATTEST:**

\_\_\_\_\_  
Crystal Doss, *City Clerk*

*(Remainder of this page intentionally left blank)*

**ACKNOWLEDGMENT**

STATE OF MISSOURI }  
COUNTY OF CLAY } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2021, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John E. Miller, managing member of Storsafe IV, L.L.C., known to me to be the person who executed the within License Agreement in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

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

\_\_\_\_\_  
Notary Public in and for said County and State

My term expires: \_\_\_\_\_

STATE OF MISSOURI }  
COUNTY OF CLAY } ss.

On this \_\_\_\_\_ day of March, 2021, before me, the undersigned, a Notary Public in and for said County and State, appeared Don Stielow, who being by me duly sworn did say that he is the Mayor of the City of North Kansas City, Missouri, that the seal affixed hereto is the corporate seal of said City, and that this instrument was signed and sealed on behalf of the City by authority of its City Council and Don Stielow acknowledges the instrument to be the free act and deed of the City.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public in and for said County and State

My Commission Expires: \_\_\_\_\_

**BILL NO. 7587**

**ORDINANCE NO. 9384**

**AN ORDINANCE AUTHORIZING PAYMENT FOR CERTAIN ACCOUNTS  
DUE AND PAYABLE BY THE CITY THROUGH FEBRUARY 26, 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	201,716.41
B. Payroll Transfers	392,680.70
C. Transportation Sales Tax	33,017.71
D. Convention & Tourism	475.62
E. Gaming Fund	81,613.87
F. Community Center	10,935.02
G. Water Fund	154,045.14
H. Sewerage System Fund	48,972.93
I. Pension Fund	—
J. Northgate Capital Project	6,924.09
K. Health Fund	—
L. Communications Fund	—
	<hr/>
	\$ 930,381.49
	<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 2nd day of March, 2021**

\_\_\_\_\_  
*Mayor*

**APPROVED this 2nd day of March, 2021**

\_\_\_\_\_  
*Mayor*

**ATTEST:**

\_\_\_\_\_  
*City Clerk*

## PAYMENT ORDINANCE DETAIL FOR FEBRUARY 26, 2021

	<b>VISA WIRE</b>	<b>CHECK/DRAFT</b>	<b>TOTAL</b>
GENERAL FUND	\$ 16,373.15	185,343.26	201,716.41
PARKS & RECREATION	3,377.23	5,414.69	8,791.92
LIBRARY	1,688.91	11,473.35	13,162.26
TRANSPORTATION	3,418.64	29,599.07	33,017.71
CONVENTION & TOURISM	475.62	—	475.62
GAMING FUND	250.73	81,363.14	81,613.87
NORTHGATE CAPITAL PROJECT	-	6,924.09	6,924.09
HEALTH FUND	-	—	—
WATER	3,261.30	150,783.84	154,045.14
SEWER	998.22	47,974.71	48,972.93
COMMUNITY CENTER	-	10,935.02	10,935.02
COMMUNICATIONS FUND	-	0.00	—
PENSION	-	—	—
<b>REPORT SUB-TOTAL</b>	<b>\$ 29,843.80</b>	<b>\$ 529,811.17</b>	<b>\$ 559,654.97</b>

**PAYROLL TRANSFERS THROUGH FEBRUARY 26, 2021** 392,680.70

**Total Payments** \$ **952,335.67**

Less Parks & Library (21,954.18)

**ORDINANCE TOTAL** \$ 930,381.49



North Kansas City, MO

# Expense Approval Report

By Segment (Select Below)

Payment Dates 2/17/2021 - 3/3/2021

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
CITY OF NORTH KANSAS CITY	121332	02/17/2021	FLEX DC	10-2266	333.33
CITY OF NORTH KANSAS CITY	121332	02/17/2021	FLEX MEDICAL	10-2267	840.51
CITY OF NORTH KANSAS CITY	121332	02/17/2021	FLEX MEDICAL	20-2267	267.50
CITY OF NORTH KANSAS CITY	121332	02/17/2021	FLEX MEDICAL	22-2267	41.67
CITY OF NORTH KANSAS CITY	121332	02/17/2021	FLEX MEDICAL	60-2267	104.17
USBANK - INSTITUTIONAL TR...	121341	02/17/2021	P&F PENSION FIRE-EE	10-2251	4,413.73
USBANK - INSTITUTIONAL TR...	121341	02/17/2021	P&F PENSION POLICE-EE	10-2251	2,579.71
I.A.F.F. LOCAL 42	121337	02/17/2021	PR DEDUCT	10-2268	4,608.88
I.A.F.F. LOCAL 42 PAC	121336	02/17/2021	IAFF, LOCAL 42, PAC	10-2268	83.00
WEST CENTRAL MO REG LODG	121343	02/17/2021	PR DEDUCTS	10-2268	1,362.18
NKC FIRE FIGHTERS COMMUNI...	121339	02/17/2021	N.K.C. FIRE DEPT POP FUND	10-2265	600.00
UNITED WAY OF GREATER KAN...	121340	02/17/2021	PR DEDUCTS	10-2260	20.00
VOYA 457	DFT0002095	02/17/2021	VOYA 457	10-2253	2,056.19
VOYA 457	DFT0002095	02/17/2021	VOYA 457	20-2253	25.00
VOYA 457	DFT0002095	02/17/2021	VOYA 457	21-2253	45.96
VOYA 457	DFT0002095	02/17/2021	VOYA 457	22-2253	103.12
ICMA - RC RETIREMENT COMP...	DFT0002096	02/18/2021	ICMA - EE	10-2252	9,485.63
ICMA - RC RETIREMENT COMP...	DFT0002096	02/18/2021	ICMA - EE	10-2259	1,447.68
ICMA - RC RETIREMENT COMP...	DFT0002096	02/18/2021	ICMA - EE	20-2252	76.94
ICMA - RC RETIREMENT COMP...	DFT0002096	02/18/2021	ICMA - EE	21-2252	94.99
ICMA - RC RETIREMENT COMP...	DFT0002096	02/18/2021	ICMA - EE	22-2252	407.06
ICMA - RC RETIREMENT COMP...	DFT0002096	02/18/2021	ICMA - EE	60-2252	512.55
ICMA - RC RETIREMENT COMP...	DFT0002096	02/18/2021	ICMA	60-2259	42.71
ICMA - RC RETIREMENT COMP...	DFT0002096	02/18/2021	DEFERRED COMP	61-2252	190.33
CONTINENTAL AMERICAN INSU...	121351	02/22/2021	CI PREMIUM	10-2257	246.90
CONTINENTAL AMERICAN INSU...	121351	02/22/2021	CI PREMIUM	20-2257	28.38
CONTINENTAL AMERICAN INSU...	121351	02/22/2021	CI PREMIUM	22-2257	35.40
DAVID G A BECKER	121353	02/25/2021	Shani Hooker 120796131, 132	10-3020	200.00
DAVID G A BECKER	121354	02/25/2021	Alfredia Richardson 190082566	10-3020	100.00
Brett Reid	121347	02/25/2021	Bond Return 190091297	10-2430	82.00
					<b>30,435.52</b>

**Department: 505 - ADMINISTRATION**

VERIZON WIRELESS SVCS LLC	121375	02/13/2021	1/14-2/13/21 Services Acct #98...	10-505-6735	503.93
VOYA 457	DFT0002095	02/17/2021	VOYA 457	10-505-5210	142.05
ICMA - RC RETIREMENT COMP...	DFT0002096	02/18/2021	DEFERRED COMP	10-505-5210	739.25
St Lukes Hospital	121445	02/22/2021	COVID TESTING	10-505-6090	1,460.00
NECCO COFFEE INC	121430	02/22/2021	COFFEE	10-505-7001	154.45
ALLIED PRODUCTS CORPORATI...	121381	02/22/2021	FLAG--CITY OF NORTH KANSAS ...	10-505-7001	45.00
OFFICE DEPOT INC	121433	02/22/2021	Office Supplies	10-505-7001	136.35
OFFICE DEPOT INC	121433	02/23/2021	OFFICE SUPPLIES -- PENS	10-505-7001	5.51
OFFICE DEPOT INC	121433	02/23/2021	CERTIFICATE HOLDERS	10-505-5490	84.30
Cowbell llc	121398	02/23/2021	employee banquet dinner for 11	10-505-5490	550.00
Hawaiian Bros LLC	121408	02/23/2021	employee banquet dinner (31)	10-505-5490	1,550.00
SMOKIN GUNS BBQ & CATERIN...	121444	02/23/2021	employee banquet dinners (12)	10-505-5490	600.00
CHICKEN N PICKLE LLC	121393	02/23/2021	employee banquet dinners	10-505-5490	1,950.00
Silvios Foods LLC	121442	02/23/2021	employee banquet dinners (31)	10-505-5490	1,550.00
BSmithmier LLC	121387	02/23/2021	employee banquet dinners (12)	10-505-5490	600.00
TERRYBERRY COMPANY, LLC	121447	02/23/2021	employee recognition awards f...	10-505-5490	103.21
TERRYBERRY COMPANY, LLC	121447	02/23/2021	employee recognition awards f...	10-505-5490	94.68
TERRYBERRY COMPANY, LLC	121447	02/23/2021	employee recognition awards f...	10-505-5490	376.09
TERRYBERRY COMPANY, LLC	121447	02/23/2021	employee recognition awards f...	10-505-5490	315.99
TERRYBERRY COMPANY, LLC	121447	02/23/2021	employee recognition awards f...	10-505-5490	387.04
NKC OC LLC	121432	02/24/2021	employee banquet dinner (31)	10-505-5490	1,500.00
Christine M Seymour - Firehous...	121395	02/24/2021	employee banquet dinner (12)	10-505-5490	600.00

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Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
DAWN R BENNETT	121355	02/25/2021	Service Award 10 years	10-505-5490	100.00
KATHLEEN R MONTGOMERY	121366	02/25/2021	Service Award 10 years	10-505-5490	100.00
MARY RAGAN	121368	02/25/2021	Service Award 10 years	10-505-5490	100.00
DONNA D WILSON	121356	02/25/2021	Service Award 10 years	10-505-5490	100.00
CHRISTOPHER M KIMMEL	121350	02/25/2021	Service Award 15 years	10-505-5490	100.00
RYAN T HUBBELL	121372	02/25/2021	Service Award 15 years	10-505-5490	100.00
CHRIS COOPER	121348	02/25/2021	Service Award 15 years	10-505-5490	100.00
SUE A RENEVIER	121374	02/25/2021	Service Award 15 years	10-505-5490	100.00
MICHAEL P JOSEPHSON	121370	02/25/2021	Service Award 15 years	10-505-5490	100.00
JOSHUA C WOODS	121361	02/25/2021	Service Award 15 years	10-505-5490	100.00
JOEL C WOMACK JR	121360	02/25/2021	Service Award 15 years	10-505-5490	100.00
LISA A BAUMLI	121367	02/25/2021	Service Award 15 years	10-505-5490	100.00
Justin M Serino	121363	02/25/2021	Service Award 5 years	10-505-5490	100.00
Rita E Arnold	121371	02/25/2021	Service Award 10 years	10-505-5490	100.00
Alexander R Brock	121345	02/25/2021	Service Award 5 years	10-505-5490	100.00
Curtis D Plumb	121352	02/25/2021	Service Award 5 years	10-505-5490	100.00
Kathleen M Hubbell	121365	02/25/2021	Service Award 5 years	10-505-5490	100.00
Michael J Redford	121369	02/25/2021	Service Award 5 years	10-505-5490	100.00
Christian P Wiebeck	121349	02/25/2021	Service Award 5 years	10-505-5490	100.00
Anthony J Schneider	121346	02/25/2021	Service Award 5 years	10-505-5490	100.00
Kathleen Carney	121364	02/25/2021	Service Award 5 years	10-505-5490	100.00
Doris M Rogers	121357	02/25/2021	Service Award 5 years	10-505-5490	100.00
Joshua P Hubbell	121362	02/25/2021	Service Award 5 years	10-505-5490	100.00
<b>Department 505 - ADMINISTRATION Total:</b>					<b>15,747.85</b>
<b>Department: 506 - MUNICIPAL COURT</b>					
ICMA - RC RETIREMENT COMP...	DFT0002096	02/18/2021	DEFERRED COMP	10-506-5210	70.78
JAMES C VAN HOOZER	121414	02/23/2021	Furniture for Court	10-506-7210	1,145.71
OFFICE DEPOT INC	121433	02/25/2021	COURT OFFICE DEPOT INV # 15...	10-506-7001	130.95
<b>Department 506 - MUNICIPAL COURT Total:</b>					<b>1,347.44</b>
<b>Department: 507 - ECONOMIC DEVELOPMENT</b>					
BRYAN CAVE LEIGHTON PAISNE...	121386	02/24/2021	18TH AND SWIFT -- MDA -- LEG...	10-507-6090	38,157.00
BRYAN CAVE LEIGHTON PAISNE...	121386	02/24/2021	GALLERY LOFTS -- LEGAL MATT...	10-507-6090	10,459.37
<b>Department 507 - ECONOMIC DEVELOPMENT Total:</b>					<b>48,616.37</b>
<b>Department: 510 - FIRE</b>					
VERIZON WIRELESS SVCS LLC	121375	02/13/2021	1/14-2/13/21 Services Acct #98...	10-510-6735	81.34
VERIZON WIRELESS SVCS LLC	121375	02/13/2021	1/14-2/13/21 Services Acct #98...	10-510-7125	640.36
USBANK - INSTITUTIONAL TR...	121341	02/17/2021	P&F PENSION FIRE-ER	10-510-5220	9,824.03
MERITAS HEALTH CORP	121338	02/17/2021	FD ANNUAL PHYSICALS	10-510-5440	189.00
VOYA 457	DFT0002095	02/17/2021	VOYA 457	10-510-5210	321.00
OFFICE DEPOT INC	121433	02/18/2021	Copy paper, Bottled Water, Red...	10-510-7001	69.95
MEDICAL EQUIPMENT SOLUTI...	121422	02/18/2021	Monthly rental/Oxygen lot	10-510-7140	24.00
ED M FELD EQUIPMENT CO INC	121403	02/18/2021	PSI Low pressure gauge	10-510-7140	71.00
New Century Services - NCS LLC	121431	02/18/2021	Rescue 909 Major R & M work	10-510-7140	5,250.56
Office Essentials Inc	121434	02/18/2021	Toilet Tissue	10-510-7014	95.06
Office Essentials Inc	121434	02/18/2021	Toilet Tissue	10-510-7014	59.55
ICMA - RC RETIREMENT COMP...	DFT0002096	02/18/2021	DEFERRED COMP	10-510-5210	1,344.12
MISSOURI ASSN OF FIRE CHIEFS	121425	02/22/2021	Annual Membership for 4 active...	10-510-6220	300.00
KC BLUEPRINT & PLAN ROOM I...	121418	02/22/2021	No Parking metal Signs for build...	10-510-7014	50.00
MCKESSON MEDICAL-SURGICAL...	121421	02/22/2021	Medical Supplies, CATH, ELECT...	10-510-7011	258.27
Active911 Inc	121378	02/22/2021	Active 911 Annual fee	10-510-5426	787.50
ZOLL MEDICAL CORP	121451	02/22/2021	Pediatric Adhesive 20 sensors	10-510-7011	278.80
DAY-STAR CORPORATION	121400	02/22/2021	Honeywell Oxygen Alarm not w...	10-510-7014	50.00
MCKESSON MEDICAL-SURGICAL...	121421	02/22/2021	ECG Monitoring tape	10-510-7011	139.86
ADVANCED DATA PROCESSING ...	121379	02/22/2021	Jan Ambulance Billing Collectio...	10-510-6305	2,407.27
FEDEX EXPRESS	121404	02/22/2021	Prevention materials shipped	10-510-7001	45.66
Office Essentials Inc	121434	02/22/2021	Auto healthy soap for dispensers	10-510-7014	224.95
MUNICIPAL EMERGENCY SERVI...	121428	02/22/2021	Suspenders 6 sets	10-510-7010	311.03
CENTRAL JACKSON CO FPD	121391	02/22/2021	Paramedic Tuition for 4 employ...	10-510-5426	3,400.00

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Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
VOYAGER FLEET SYSTEMS, INC.	121376	02/24/2021	Service thru 02/24/21 Acct #89...	10-510-7075	1,877.66
<b>Department 510 - FIRE Total:</b>					<b>28,100.97</b>
<b>Department: 515 - POLICE</b>					
BORESOW CHEMICAL CO, INC.	121384	02/11/2021	PLATES AND PLASTICWARE	10-515-6395	263.85
BORESOW CHEMICAL CO, INC.	121384	02/11/2021	PLASTICWARE	10-515-6395	359.80
NECCO COFFEE INC	121430	02/11/2021	COFFEE	10-515-6395	167.91
CLAY COUNTY SHERIFF DEPT	121396	02/11/2021	DRUG TASK FORCE	10-515-6367	4,500.00
VERIZON WIRELESS SVCS LLC	121375	02/13/2021	1/14-2/13/21 Services Acct #98...	10-515-6060	560.14
VERIZON WIRELESS SVCS LLC	121375	02/13/2021	1/14-2/13/21 Services Acct #98...	10-515-6735	557.58
VERIZON WIRELESS SVCS LLC	121375	02/13/2021	1/14-2/13/21 Services Acct #98...	10-515-7018	40.01
BOARD OF POLICE COMMISSIO...	121383	02/16/2021	ORTIZ ACADEMY FEE	10-515-6324	416.70
GULF STATES DISTRIBUTORS C...	121407	02/16/2021	FEDERAL AE9AP 9MM 124gr FMJ	10-515-7028	4,915.50
Alan B Mestdagh	121380	02/16/2021	MOHOC TACTICAL CAMERA	10-515-7028	515.00
USBANK - INSTITUTIONAL TR...	121341	02/17/2021	P&F PENSION POLICE-ER	10-515-5220	5,741.89
MERITAS HEALTH CORP	121338	02/17/2021	MERITAS HEALTH CORP	10-515-5440	4,615.00
VOYA 457	DFT0002095	02/17/2021	VOYA 457	10-515-5210	228.88
ICMA - RC RETIREMENT COMP...	DFT0002096	02/18/2021	DEFERRED COMP	10-515-5210	2,129.00
Hub International Midwest Limi...	121411	02/22/2021	NOTARY BOND -- SAMANTHA T...	10-515-6030	50.00
VOYAGER FLEET SYSTEMS, INC.	121376	02/24/2021	Service thru 02/24/21 Acct #89...	10-515-7075	3,842.01
<b>Department 515 - POLICE Total:</b>					<b>28,903.27</b>
<b>Department: 521 - BUILDINGS &amp; GROUNDS</b>					
SHRED-IT US JV LLC	121440	02/11/2021	monthly shred services for CH, ...	10-521-6057	37.96
VERIZON WIRELESS SVCS LLC	121375	02/13/2021	1/14-2/13/21 Services Acct #98...	10-521-6735	81.34
VOYA 457	DFT0002095	02/17/2021	VOYA 457	10-521-5210	63.70
ICMA - RC RETIREMENT COMP...	DFT0002096	02/18/2021	DEFERRED COMP	10-521-5210	107.28
MISSOURI DOOR CO INC	121426	02/23/2021	overhead door repair at FD1	10-521-7110	584.23
MISSOURI DOOR CO INC	121426	02/23/2021	replace metal door in PD	10-521-7110	12,208.00
VOYAGER FLEET SYSTEMS, INC.	121376	02/24/2021	Service thru 02/24/21 Acct #89...	10-521-7075	745.33
<b>Department 521 - BUILDINGS &amp; GROUNDS Total:</b>					<b>13,827.84</b>
<b>Department: 525 - PUBLIC WORKS ADMIN</b>					
VERIZON WIRELESS SVCS LLC	121375	02/13/2021	1/14-2/13/21 Services Acct #98...	10-525-6735	91.34
VOYA 457	DFT0002095	02/17/2021	VOYA 457	10-525-5210	76.40
ICMA - RC RETIREMENT COMP...	DFT0002096	02/18/2021	DEFERRED COMP	10-525-5210	192.60
DREXEL TECHNOLOGIES, INC	121402	02/23/2021	meter billings	10-525-6110	105.92
DREXEL TECHNOLOGIES, INC	121402	02/23/2021	meter billings	10-525-6110	8.00
VOYAGER FLEET SYSTEMS, INC.	121376	02/24/2021	Service thru 02/24/21 Acct #89...	10-525-7075	107.43
<b>Department 525 - PUBLIC WORKS ADMIN Total:</b>					<b>581.69</b>
<b>Department: 526 - COMMUNITY DEVELOPMENT</b>					
VERIZON WIRELESS SVCS LLC	121375	02/13/2021	1/14-2/13/21 Services Acct #98...	10-526-6735	323.42
ICMA - RC RETIREMENT COMP...	DFT0002096	02/18/2021	DEFERRED COMP	10-526-5210	337.86
VOYAGER FLEET SYSTEMS, INC.	121376	02/24/2021	Service thru 02/24/21 Acct #89...	10-526-7075	58.82
SPRINT SPECTRUM LP	121373	02/25/2021	01-07-21/02-06-21 243089816	10-526-6735	99.98
<b>Department 526 - COMMUNITY DEVELOPMENT Total:</b>					<b>820.08</b>
<b>Department: 533 - INTERDEPARTMENTAL</b>					
Everg	121335	02/08/2021	1/10-2/08/21 Service Various A...	10-533-6710	17,117.02
WINDSTREAM CORPORATION	121344	02/08/2021	12/8/20-1/8/21 Service ACCT #...	10-533-6730	556.75
WINDSTREAM CORPORATION	121344	02/08/2021	10/8-11/8/20 SERVICES ACCT #...	10-533-6730	-1,388.53
WINDSTREAM CORPORATION	121344	02/08/2021	1/8-2/8/21 Service ACCT #5458...	10-533-6730	558.80
WINDSTREAM CORPORATION	121344	02/08/2021	11/8-12/8/20 Service ACCT #54...	10-533-6730	548.38
Everg	121334	02/09/2021	1/11/21-2/9/21 Services Acct #...	10-533-6710	89.89
Everg	121333	02/10/2021	1/12-2/10/21 Service Various A...	10-533-6710	685.83
VERIZON WIRELESS SVCS LLC	121375	02/13/2021	New Phone or Equipment for Kr...	10-533-7120	149.99
MERITAS HEALTH CORP	121338	02/17/2021	Randoms	10-533-5440	144.00
ZACHARY K STONEKING	121377	02/25/2021	Tuition reimbursement History...	10-533-5420	475.88
<b>Department 533 - INTERDEPARTMENTAL Total:</b>					<b>18,938.01</b>
<b>Department: 535 - GAMING</b>					
OLSSON ASSOCIATES	121435	02/16/2021	ENCUMBER - BURLINGTON ENG	25-535-8770	40,611.11
BRIAN CLARK & ASSOCIATES INC	121385	02/19/2021	Downtown Streetscape Res No...	25-535-8770	8,903.03

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Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
Granicus LLC	121406	02/22/2021	NEW WEBSITE CONTRACT	25-535-8760	28,840.00
Alan B Mestdagh	121380	02/24/2021	EO TECH 552	25-535-8750	2,994.00
Alan B Mestdagh	121380	02/24/2021	SHIPPING	25-535-8750	15.00
<b>Department 535 - GAMING Total:</b>					<b>81,363.14</b>
<b>Department: 536 - NORTHGATE</b>					
BRYAN CAVE LEIGHTON PAISNE...	121386	02/24/2021	SUPER BLOCK -- STAR DEVELO...	44-536-6090	6,924.09
<b>Department 536 - NORTHGATE Total:</b>					<b>6,924.09</b>
<b>Department: 540 - PARKS &amp; RECREATION</b>					
Evergy	121335	02/08/2021	1/10-2/08/21 Service Various A...	20-540-6710	2,795.52
WINDSTREAM CORPORATION	121344	02/08/2021	10/8-11/8/20 SERVICES ACCT #...	20-540-6730	-75.46
WINDSTREAM CORPORATION	121344	02/08/2021	11/8-12/8/20 Service ACCT #54...	20-540-6730	29.80
WINDSTREAM CORPORATION	121344	02/08/2021	12/8/20-1/8/21 Service ACCT #...	20-540-6730	30.26
WINDSTREAM CORPORATION	121344	02/08/2021	1/8-2/8/21 Service ACCT #5458...	20-540-6730	30.37
Evergy	121334	02/09/2021	1/11/21-2/9/21 Services Acct #...	20-540-6710	40.06
Evergy	121334	02/09/2021	1/11/21-2/9/21 Services Acct #...	20-540-6710	27.04
Evergy	121334	02/10/2021	1/12/21-2/10/21 Services Acct ...	20-540-6710	18.18
VERIZON WIRELESS SVCS LLC	121375	02/13/2021	1/14-2/13/21 Services Acct #98...	20-540-6735	304.03
Evergy	121359	02/16/2021	1/14-2/16/21 Services Acct #24...	20-540-6710	633.16
VOYA 457	DFT0002095	02/17/2021	VOYA 457	20-540-5210	25.00
ICMA - RC RETIREMENT COMP...	DFT0002096	02/18/2021	DEFERRED COMP	20-540-5210	76.94
ICE MASTERS INC	121412	02/23/2021	monthly ice machine	20-540-7110	130.00
MID-AMERICA CONTRACTORS I...	121424	02/23/2021	cabinet repairs in main office	20-540-7110	660.00
VOYAGER FLEET SYSTEMS, INC.	121376	02/24/2021	Service thru 02/24/21 Acct #89...	20-540-7075	291.97
<b>Department 540 - PARKS &amp; RECREATION Total:</b>					<b>5,016.87</b>
<b>Department: 543 - COMMUNITY CENTER</b>					
YMCA OF GREATER KANSAS CITY	121450	02/23/2021	BEST BUY TEEN TECH CENTER --...	63-543-8750	10,935.02
<b>Department 543 - COMMUNITY CENTER Total:</b>					<b>10,935.02</b>
<b>Department: 550 - LIBRARY</b>					
VERIZON WIRELESS SVCS LLC	121342	12/22/2020	11/23-12/22/20 Services Acct #...	21-550-6730	107.34
Evergy	121335	02/08/2021	1/10-2/08/21 Service Various A...	21-550-6710	5,315.78
VOYA 457	DFT0002095	02/17/2021	VOYA 457	21-550-5210	45.96
ICMA - RC RETIREMENT COMP...	DFT0002096	02/18/2021	DEFERRED COMP	21-550-5210	94.99
Christine M Duer	121394	02/22/2021	ADULT PROGRAM	21-550-7325	120.00
Joy J Hood	121416	02/22/2021	ADULT PROGRAM	21-550-7325	114.00
Blackstone Audio Inc.	121382	02/22/2021	AUDIOVISUAL	21-550-7340	139.76
Blackstone Audio Inc.	121382	02/22/2021	AUDIOVISUAL	21-550-7340	139.23
COPY CARD CONTROL SYSTEMS ...	121397	02/22/2021	MAINT AGREEMENT	21-550-6110	41.81
SYSTEMS TECHNOLOGY GROUP ...	121446	02/22/2021	SERVICES	21-550-6355	795.00
CENTER POINT INC	121390	02/22/2021	BOOKS	21-550-7370	406.86
SIMPLEX GRINNELL	121443	02/22/2021	BUILDING MAINT	21-550-7110	655.15
INGRAM LIBRARY SERVICES	121413	02/22/2021	BOOKS	21-550-7370	609.97
INGRAM LIBRARY SERVICES	121413	02/22/2021	BOOKS	21-550-7370	649.28
INGRAM LIBRARY SERVICES	121413	02/22/2021	BOOKS	21-550-7370	332.11
HI-GENE'S JANITORIAL SVC INC	121410	02/22/2021	CUSTODIAL	21-550-6330	1,335.00
CENGAGE LEARNING INC	121389	02/22/2021	BOOKS	21-550-7370	147.49
CENGAGE LEARNING INC	121389	02/22/2021	BOOKS	21-550-7370	69.27
CENGAGE LEARNING INC	121389	02/22/2021	BOOKS	21-550-7370	64.37
CENGAGE LEARNING INC	121389	02/22/2021	BOOKS	21-550-7370	114.05
CENGAGE LEARNING INC	121389	02/22/2021	BOOKS	21-550-7370	34.98
<b>Department 550 - LIBRARY Total:</b>					<b>11,332.40</b>
<b>Department: 560 - WATER</b>					
Evergy	121335	02/08/2021	1/10-2/08/21 Service Various A...	60-560-6710	17,159.27
WINDSTREAM CORPORATION	121344	02/08/2021	11/8-12/8/20 Service ACCT #54...	60-560-6730	47.69
WINDSTREAM CORPORATION	121344	02/08/2021	12/8/20-1/8/21 Service ACCT #...	60-560-6730	48.41
WINDSTREAM CORPORATION	121344	02/08/2021	1/8-2/8/21 Service ACCT #5458...	60-560-6730	48.59
WINDSTREAM CORPORATION	121344	02/08/2021	10/8-11/8/20 SERVICES ACCT #...	60-560-6730	-120.74
Evergy	121333	02/10/2021	1/12-2/10/21 Service Various A...	60-560-6710	792.70
PRAXAIR DISTRIBUTORS INC	121436	02/10/2021	CO2 for water plant	60-560-7005	4,278.50
VERIZON WIRELESS SVCS LLC	121375	02/13/2021	1/14-2/13/21 Services Acct #98...	60-560-6735	534.34



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Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
Evergy	121358	02/17/2021	1/18-2/17/21 Services Acct 528...	60-560-6710	57.84
BURNS & MCDONNELL ENGR C...	121388	02/18/2021	WATER PLANT REPAIRS	60-560-8730	73,895.21
ICMA - RC RETIREMENT COMP...	DFT0002096	02/18/2021	DEFERRED COMP	60-560-5210	427.03
HAWKINS INC	121409	02/22/2021	CL2 for water plant	60-560-7005	1,192.56
DOT'S OFFICE PRODUCTS INC	121401	02/23/2021	office supplys	60-560-7001	265.58
RL YATES ELECTRIC CO INC	121439	02/23/2021	Repair GFI in Maintenance Shop	60-560-7190	608.04
TYLER TECHNOLOGIES INC	121448	02/23/2021	CIS/CRM Utility Billing Online C...	60-560-6345	40.00
WESTERN MOUNTAIN SUPPLY I...	121449	02/23/2021	Hydraulic system repair parts fo...	60-560-7140	186.78
KANSAS CITY WINWATER WOR...	121417	02/23/2021	Fire Hydrant Repair Parts	60-560-8750	468.00
KANSAS CITY WINWATER WOR...	121417	02/23/2021	Water Distribution Repair Parts	60-560-7150	20.00
KANSAS CITY WINWATER WOR...	121417	02/23/2021	Water Distribution Repair Parts	60-560-7150	30.00
RL YATES ELECTRIC CO INC	121439	02/23/2021	Repair conduit in Maint Shop	60-560-8730	2,772.69
MISSOURI DOOR CO INC	121426	02/23/2021	Repair Front Gate	60-560-8750	444.04
MUSSELMAN & HALL CONTRAC...	121429	02/23/2021	1218 Swift curb water main rep...	60-560-8770	715.00
MUSSELMAN & HALL CONTRAC...	121429	02/23/2021	street patch repairs at 12th & S...	60-560-8770	9,369.66
MUSSELMAN & HALL CONTRAC...	121429	02/23/2021	street patch repairs at 12th & S...	60-560-8770	4,718.68
QUALITY PLUMBING INC	121437	02/23/2021	jetter of main at macken	60-560-8770	1,891.10
R H FASTENER SUPPLY INC	121438	02/23/2021	Nuts and Bolts	60-560-7150	15.46
SIDENER ENVIRONMENTAL SVC...	121441	02/23/2021	rehab kit	60-560-7060	69.83
JCI INDUSTRIES INC	121415	02/23/2021	HSP Vacuum system switch	60-560-7110	1,882.72
Gerald C Charlton	121405	02/23/2021	water plant rehab, engineering ...	60-560-8730	9,251.00
KC WATER SERVICE DEPT	121419	02/23/2021	laboratory services Bac-ts	60-560-6430	165.00
VOYAGER FLEET SYSTEMS, INC.	121376	02/24/2021	Service thru 02/24/21 Acct #89...	60-560-7075	663.33
MEGA INDUSTRIES CORP	121423	02/24/2021	Water Treatment Plant Improv...	60-560-8730	18,186.10
<b>Department 560 - WATER Total:</b>					<b>150,124.41</b>

**Department: 570 - WATER POLLUTION CONTROL**

AT&T	121331	02/03/2021	2/3-3/2/21 Services Acct #816 ...	61-570-6730	470.06
Evergy	121335	02/08/2021	1/10-2/08/21 Service Various A...	61-570-6710	6,412.31
WINDSTREAM CORPORATION	121344	02/08/2021	1/8-2/8/21 Service ACCT #5458...	61-570-6730	18.22
WINDSTREAM CORPORATION	121344	02/08/2021	12/8/20-1/8/21 Service ACCT #...	61-570-6730	18.15
WINDSTREAM CORPORATION	121344	02/08/2021	11/8-12/8/20 Service ACCT #54...	61-570-6730	17.88
WINDSTREAM CORPORATION	121344	02/08/2021	10/8-11/8/20 SERVICES ACCT #...	61-570-6730	-45.28
Evergy	121333	02/10/2021	1/12-2/10/21 Service Various A...	61-570-6710	9,908.54
VERIZON WIRELESS SVCS LLC	121375	02/13/2021	1/14-2/13/21 Services Acct #98...	61-570-6735	40.67
Evergy	121358	02/17/2021	1/18-2/17/21 Services Accts 39...	61-570-6710	2,517.29
Evergy	121359	02/17/2021	1/18-2/17/21 Services Acct #09...	61-570-6710	3,294.48
JCI INDUSTRIES INC	121415	02/18/2021	pump station pump repairs	61-570-8770	19,963.25
ICMA - RC RETIREMENT COMP...	DFT0002096	02/18/2021	DEFERRED COMP	61-570-5210	150.68
TYLER TECHNOLOGIES INC	121448	02/23/2021	CIS/CRM Utility Billing Online C...	61-570-6345	40.00
KEYSTONE LABORATORIES INC	121420	02/23/2021	lab analysis	61-570-6430	70.00
KEYSTONE LABORATORIES INC	121420	02/23/2021	lab analysis	61-570-6430	323.75
RL YATES ELECTRIC CO INC	121439	02/23/2021	Work on Heater at 19th St Sew...	61-570-7155	1,725.07
MO DEPT OF NATURAL RESOUR...	121427	02/23/2021	NKC Sewage Treatmentm Sludge ...	61-570-6440	2,800.00
VOYAGER FLEET SYSTEMS, INC.	121376	02/24/2021	Service thru 02/24/21 Acct #89...	61-570-7075	59.31
<b>Department 570 - WATER POLLUTION CONTROL Total:</b>					<b>47,784.38</b>

**Department: 580 - TRANSPORTATION**

Evergy	121335	02/08/2021	1/10-2/08/21 Service Various A...	22-580-6710	1,426.72
WINDSTREAM CORPORATION	121344	02/08/2021	12/8/20-1/8/21 Service ACCT #...	22-580-6730	12.10
WINDSTREAM CORPORATION	121344	02/08/2021	11/8-12/8/20 Service ACCT #54...	22-580-6730	11.92
WINDSTREAM CORPORATION	121344	02/08/2021	10/8-11/8/20 SERVICES ACCT #...	22-580-6730	-30.19
WINDSTREAM CORPORATION	121344	02/08/2021	1/8-2/8/21 Service ACCT #5458...	22-580-6730	12.15
Evergy	121333	02/10/2021	1/12-2/10/21 Service Various A...	22-580-6710	89.57
VERIZON WIRELESS SVCS LLC	121375	02/13/2021	1/14-2/13/21 Services Acct #98...	22-580-6735	416.70
VOYA 457	DFT0002095	02/17/2021	VOYA 457	22-580-5210	61.87
MUSSELMAN & HALL CONTRAC...	121429	02/18/2021	curbs, sidewalks, and catchbasi...	22-580-8770	4,210.00
ICMA - RC RETIREMENT COMP...	DFT0002096	02/18/2021	DEFERRED COMP	22-580-5210	290.52
MUSSELMAN & HALL CONTRAC...	121429	02/23/2021	curbs, sidewalks, and catchbasi...	22-580-8770	16,948.00
CUSTOM LIGHTING SERVICES LLC	121399	02/23/2021	traffic signal repairs	22-580-7184	787.24
CUSTOM LIGHTING SERVICES LLC	121399	02/23/2021	traffic signal repairs	22-580-7184	1,673.97
CUSTOM LIGHTING SERVICES LLC	121399	02/23/2021	traffic signal repairs	22-580-7184	126.52

Expense Approval Report

Payment Dates: 2/17/2021 - 3/3/2021

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
CENTRAL SALT LLC	121392	02/23/2021	road salt	22-580-7040	1,749.93
VOYAGER FLEET SYSTEMS, INC.	121376	02/24/2021	Service thru 02/24/21 Acct #89...	22-580-7075	1,224.80
				<b>Department 580 - TRANSPORTATION Total:</b>	<b>29,011.82</b>
				<b>Grand Total:</b>	<b>529,811.17</b>

## Report Summary

## Fund Summary

Fund	Payment Amount
10 - GENERAL FUND	185,343.26
20 - PARKS & RECREATION	5,414.69
21 - LIBRARY	11,473.35
22 - TRANSPORTATION	29,599.07
25 - GAMING	81,363.14
44 - NORTHGATE PROJECT	6,924.09
60 - WATER FUND	150,783.84
61 - WATER POLLUTION CONTROL	47,974.71
63 - COMMUNITY CENTER	10,935.02
<b>Grand Total:</b>	<b>529,811.17</b>

## Account Summary

Account Number	Account Name	Payment Amount
10-2251	FIRE & POLICE PENSION	6,993.44
10-2252	ICMA EE CONTRIBUTION	9,485.63
10-2253	ING EE CONTRIBUTION	2,056.19
10-2257	CRITICAL HEALTH INS	246.90
10-2259	ICMA EE ROTH CONTRIBU...	1,447.68
10-2260	UNITED FUND	20.00
10-2265	COKE PLAN	600.00
10-2266	DEPENDENT CARE	333.33
10-2267	MEDICAL REIMBURSEME...	840.51
10-2268	UNION DUES	6,054.06
10-2430	CLEARING	82.00
10-3020	JUDICIAL EDUCATION RES...	300.00
10-505-5210	CITY PAID DEFERRED CO...	881.30
10-505-5490	PERSONNEL/BOARDS AW...	12,561.31
10-505-6090	PROFESSIONAL SERVICES	1,460.00
10-505-6735	PAGERS & CELL PHONES	503.93
10-505-7001	OFFICE SUPPLIES	341.31
10-506-5210	CITY PAID DEFERRED CO...	70.78
10-506-7001	OFFICE SUPPLIES	130.95
10-506-7210	MINOR EQUIPMENT	1,145.71
10-507-6090	PROFESSIONAL SERVICES	48,616.37
10-510-5210	CITY PAID DEFERRED CO...	1,665.12
10-510-5220	PENSION EXPENSE	9,824.03
10-510-5426	TRAINING/TRAVEL APPOI...	4,187.50
10-510-5440	PHYSICALS & DRUG TESTI...	189.00
10-510-6220	DUES & MEMBERSHIPS	300.00
10-510-6305	AMBULANCE BILLING COL...	2,407.27
10-510-6735	PAGERS & CELL PHONES	81.34
10-510-7001	OFFICE SUPPLIES	115.61
10-510-7010	FIREFIGHTING SUPPLIES	311.03
10-510-7011	FIRST AID SUPPLIES	676.93
10-510-7014	QUARTERS MAINTENANCE	479.56
10-510-7075	GASOLINE	1,877.66
10-510-7125	SOFTWARE MAINT & SERV..	640.36
10-510-7140	VEHICLE MAINTENANCE	5,345.56
10-515-5210	CITY PAID DEFERRED CO...	2,357.88
10-515-5220	PENSION EXPENSE	5,741.89
10-515-5440	PHYSICALS & DRUG TESTI...	4,615.00
10-515-6030	LEGAL COSTS	50.00
10-515-6060	COMPUTER OPERATIONS	560.14
10-515-6324	BOARDS EXPENSE	416.70
10-515-6367	CLAY COUNTY INVEST SQ...	4,500.00
10-515-6395	OTHER SERVICES	791.56
10-515-6735	PAGERS & CELL PHONES	557.58

## Account Summary

Account Number	Account Name	Payment Amount
10-515-7018	INVESTIGATIVE OPERATI...	40.01
10-515-7028	TACTICAL/AMMUNITION	5,430.50
10-515-7075	GASOLINE	3,842.01
10-521-5210	CITY PAID DEFERRED CO...	170.98
10-521-6057	RECYCLING SERVICES	37.96
10-521-6735	PAGERS & CELL PHONES	81.34
10-521-7075	GASOLINE	745.33
10-521-7110	BUILDING MAINTENANCE	12,792.23
10-525-5210	CITY PAID DEFERRED CO...	269.00
10-525-6110	MAINTENANCE AGREEM...	113.92
10-525-6735	PAGERS & CELL PHONES	91.34
10-525-7075	GASOLINE	107.43
10-526-5210	CITY PAID DEFERRED CO...	337.86
10-526-6735	PAGERS & CELL PHONES	423.40
10-526-7075	GASOLINE	58.82
10-533-5420	TUITION REIMBURSEMENT	475.88
10-533-5440	PHYSICALS & DRUG TESTI...	144.00
10-533-6710	ELECTRICITY	17,892.74
10-533-6730	TELEPHONE	275.40
10-533-7120	MINOR EQUIPMENT	149.99
20-2252	ICMA EE CONTRIBUTION	76.94
20-2253	ING EE CONTRIBUTION	25.00
20-2257	CRITICAL HEALTH INS	28.38
20-2267	MEDICAL REIMBURSEME...	267.50
20-540-5210	CITY PAID DEFERRED CO...	101.94
20-540-6710	ELECTRICITY	3,513.96
20-540-6730	TELEPHONE	14.97
20-540-6735	PAGERS & CELL PHONES	304.03
20-540-7075	GASOLINE	291.97
20-540-7110	BUILDING MAINTENANCE	790.00
21-2252	ICMA EE CONTRIBUTION	94.99
21-2253	ING EE CONTRIBUTION	45.96
21-550-5210	CITY PAID DEFERRED CO...	140.95
21-550-6110	MAINTENANCE AGREEM...	41.81
21-550-6330	CUSTODIAL SERVICES	1,335.00
21-550-6355	OTHER SERVICES	795.00
21-550-6710	ELECTRICITY	5,315.78
21-550-6730	TELEPHONE	107.34
21-550-7110	BUILDING MAINTENANCE	655.15
21-550-7325	ADULT PROGRAMMING	234.00
21-550-7340	AUDIOVISUAL	278.99
21-550-7370	BOOKS	2,428.38
22-2252	ICMA EE CONTRIBUTION	407.06
22-2253	ING EE CONTRIBUTION	103.12
22-2257	CRITICAL HEALTH INS	35.40
22-2267	MEDICAL REIMBURSEME...	41.67
22-580-5210	CITY PAID DEFERRED CO...	352.39
22-580-6710	ELECTRICITY	1,516.29
22-580-6730	TELEPHONE	5.98
22-580-6735	PAGERS & CELL PHONES	416.70
22-580-7040	ICE CONTROL MATERIALS	1,749.93
22-580-7075	GASOLINE	1,224.80
22-580-7184	TRAFFIC SIGNAL/STREETL...	2,587.73
22-580-8770	INFRASTRUCTURE	21,158.00
25-535-8750	EQUIPMENT	3,009.00
25-535-8760	INFORMATION TECHNOL...	28,840.00
25-535-8770	INFRASTRUCTURE	49,514.14
44-536-6090	PROFESSIONAL SERVICES	6,924.09

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Payment Amount</b>
60-2252	ICMA EE MATCH	512.55
60-2259	ICMA EE ROTH CONTRIBU...	42.71
60-2267	MEDICAL REIMBURSEME...	104.17
60-560-5210	CITY PAID DEFERRED CO...	427.03
60-560-6345	BANK FEES	40.00
60-560-6430	LABORATORY FEES	165.00
60-560-6710	ELECTRICITY	18,009.81
60-560-6730	TELEPHONE	23.95
60-560-6735	PAGERS & CELL PHONES	534.34
60-560-7001	OFFICE SUPPLIES	265.58
60-560-7005	CHEMICALS	5,471.06
60-560-7060	LABORATORY SUPPLIES	69.83
60-560-7075	GASOLINE	663.33
60-560-7110	PLANT MAINTENANCE	1,882.72
60-560-7140	VEHICLE MAINTENANCE	186.78
60-560-7150	DISTRIBUTION MAINTEN...	65.46
60-560-7190	MAINTENANCE OTHER	608.04
60-560-8730	BUILDING IMPROVEMENTS	104,105.00
60-560-8750	EQUIPMENT	912.04
60-560-8770	INFRASTRUCTURE	16,694.44
61-2252	ICMA EE CONTRIBUTION	190.33
61-570-5210	CITY PAID DEFERRED CO...	150.68
61-570-6345	BANK FEES	40.00
61-570-6430	LABORATORY FEES	393.75
61-570-6440	STATE REGULATION FEES	2,800.00
61-570-6710	ELECTRICITY	22,132.62
61-570-6730	TELEPHONE	479.03
61-570-6735	PAGERS & CELL PHONES	40.67
61-570-7075	GASOLINE	59.31
61-570-7155	LIFT STATION MAINTENA...	1,725.07
61-570-8770	INFRASTRUCTURE	19,963.25
63-543-8750	EQUIPMENT	10,935.02
	<b>Grand Total:</b>	<b>529,811.17</b>

**Project Account Summary**

<b>Project Account Key</b>	<b>Payment Amount</b>	
**None**	275,124.32	
1901	21,158.00	
2551	101,332.31	
261	3,009.00	
2612	19,963.25	
5861	10,935.02	
5891	16,694.44	
6001	40,611.11	
6611	8,903.03	
9523	2,772.69	
955-2	468.00	
9831	28,840.00	
	<b>Grand Total:</b>	<b>529,811.17</b>



North Kansas City, MO

# Journal Entry Register

Packet: GLPKT09941 - January 2021 Visa Import

Journal: 8203	Controlling Fund: 99	Posting Date: 2/26/2021	Accrual Date:	Added Date: 2/24/2021	
Description: January 2021 Visa Import			JE Type:	Adjusting Entry: N	
Account	Account Name	Description	Project Account Key	IFT	Amount
<a href="#">99-1001</a>	CONSOLIDATED CASH	JANUARY 2021 VISA PAYMENT			-29,843.80
	<b>Cash Type:</b> Bank Draft	<b>Number:</b> DFT0002107	<b>Check Stock:</b>		
<a href="#">20-540-7190</a>	OTHER MAINTENANCE	Professional Turf Produc			794.51
<a href="#">20-540-7190</a>	OTHER MAINTENANCE	Office Essentials			286.30
<a href="#">20-540-7190</a>	OTHER MAINTENANCE	The Mop Bucket			9.16
<a href="#">20-540-7190</a>	OTHER MAINTENANCE	Coleman Equipment Bonner			775.67
<a href="#">20-540-7190</a>	OTHER MAINTENANCE	The Mop Bucket			14.15
<a href="#">20-540-7190</a>	OTHER MAINTENANCE	The Home Depot 3008			86.45
<a href="#">20-540-7090</a>	OTHER SUPPLIES	Lowes 02767			26.94
<a href="#">20-540-7190</a>	OTHER MAINTENANCE	Sherwin Williams 707484			7.74
<a href="#">20-540-7050</a>	UNIFORMS	Famousfootwear 2163			59.99
<a href="#">10-515-7026</a>	ANIMAL CONTROL EXPENSE	Kc Pet Food			269.16
<a href="#">10-515-7026</a>	ANIMAL CONTROL EXPENSE	The Mop Bucket			89.43
<a href="#">10-515-6220</a>	DUES & MEMBERSHIPS	Paypal			20.00
<a href="#">10-515-7026</a>	ANIMAL CONTROL EXPENSE	Parkville Animal Wellnes			286.37
<a href="#">10-515-7026</a>	ANIMAL CONTROL EXPENSE	Parkville Animal Wellnes			150.79
<a href="#">10-515-7140</a>	VEHICLE MAINTENANCE	Goodyear Auto Svs Ct 4352			500.94
<a href="#">10-515-7026</a>	ANIMAL CONTROL EXPENSE	Parkville Animal Wellnes			261.54
<a href="#">10-515-7026</a>	ANIMAL CONTROL EXPENSE	Target 00013888			120.00
<a href="#">10-515-6220</a>	DUES & MEMBERSHIPS	Fbi National Academy Asso			120.00
<a href="#">10-515-7140</a>	VEHICLE MAINTENANCE	Goodyear Auto Svs Ct 4352			52.70
<a href="#">10-515-7050</a>	UNIFORMS	Amazon Com vs2pp8i53 Amzn			87.90
<a href="#">10-515-7025</a>	CANINE UNIT EXPENSE	Eagle Animal Hospital			463.00
<a href="#">10-515-7050</a>	UNIFORMS	Galls			12.58
<a href="#">10-515-7020</a>	DETENTION SUPPLIES	Qt 153			5.68
<a href="#">10-515-7028</a>	TACTICAL/AMMUNITION	Amzn Mktp Us			19.97
<a href="#">10-515-7140</a>	VEHICLE MAINTENANCE	Goodyear Auto Svs Ct 4352			464.63
<a href="#">10-515-7050</a>	UNIFORMS	Galls			39.70
<a href="#">21-550-7325</a>	ADULT PROGRAMMING	Joann Stores 2091			23.80
<a href="#">21-550-7325</a>	ADULT PROGRAMMING	Cvs pharmacy 08543			19.44
<a href="#">21-550-6220</a>	DUES & MEMBERSHIPS	4te clay Co Mo Clerk Pos			7.95
<a href="#">21-550-7090</a>	OTHER SUPPLIES	Amer Assoc Notaries			28.90
<a href="#">21-550-7325</a>	ADULT PROGRAMMING	Amazon Com 8d5147273 Amzn			8.62
<a href="#">21-550-7325</a>	ADULT PROGRAMMING	Amzn Mktp Us			29.58
<a href="#">21-550-7325</a>	ADULT PROGRAMMING	Amzn Mktp Us			29.93
<a href="#">10-526-6347</a>	ADVERTISING	4te clay Co Mo Recorder P			70.73
<a href="#">10-505-6220</a>	DUES & MEMBERSHIPS	Shrm Certification			100.00
<a href="#">10-505-6220</a>	DUES & MEMBERSHIPS	Elgl Network			50.00
<a href="#">10-505-5426</a>	TRAINING/TRAVEL APPOINTED	Ipma Hr Central Region			100.00
<a href="#">10-505-7001</a>	OFFICE SUPPLIES	J2 Efax Services			10.00
<a href="#">10-505-7001</a>	OFFICE SUPPLIES	Jobtarget			154.00
<a href="#">10-505-7001</a>	OFFICE SUPPLIES	J2 Efax Services			16.95
<a href="#">10-505-5427</a>	TRAINING & TRAVEL - ELECTED	Amtrak Telep			96.20
<a href="#">10-505-5427</a>	TRAINING & TRAVEL - ELECTED	National League Of Citie			99.00
<a href="#">10-505-7001</a>	OFFICE SUPPLIES	Uber Trip			7.47
<a href="#">10-505-5427</a>	TRAINING & TRAVEL - ELECTED	National League Of Citie			99.00
<a href="#">10-505-6030</a>	OTHER LEGAL COSTS	Fedex			28.44
<a href="#">10-505-5426</a>	TRAINING/TRAVEL APPOINTED	Northland Regional Chamb			25.00
<a href="#">10-505-5426</a>	TRAINING/TRAVEL APPOINTED	Missouri Municipal League			135.00
<a href="#">10-515-6395</a>	OTHER SERVICES	Fedex			15.57
<a href="#">10-505-6030</a>	OTHER LEGAL COSTS	Fedex			26.95
<a href="#">10-521-7110</a>	BUILDING MAINTENANCE	Grainger			103.40

## Journal Entry Register

Packet: GLPKT09941 - January 2021 Visa Import

Account	Account Name	Description	Project Account Key	IFT	Amount
<a href="#">22-580-7110</a>	BUILDING MAINTENANCE	Lowes 02767			40.52
<a href="#">22-580-7110</a>	BUILDING MAINTENANCE	The Home Depot 3008			81.36
<a href="#">22-580-7110</a>	BUILDING MAINTENANCE	Lowes 02767			217.86
<a href="#">22-580-7110</a>	BUILDING MAINTENANCE	Lowes 02767			176.74
<a href="#">22-580-7110</a>	BUILDING MAINTENANCE	Lowes 02767			63.29
<a href="#">22-580-7110</a>	BUILDING MAINTENANCE	Lowes 02767			-80.50
<a href="#">22-580-7140</a>	VEHICLE MAINTENANCE	Hanna Rubber Co			97.60
<a href="#">22-580-7110</a>	BUILDING MAINTENANCE	Reeves Wiedeman Rivers			100.55
<a href="#">22-580-7001</a>	OFFICE SUPPLIES	Officemax Depot 6306			291.98
<a href="#">22-580-7140</a>	VEHICLE MAINTENANCE	American Equipment Co			1,005.29
<a href="#">10-521-7210</a>	MINOR EQUIPMENT	Kc Bobcat			119.56
<a href="#">10-521-7120</a>	EQUIPMENT MAINTENANCE	Kc Bobcat			-119.56
<a href="#">10-521-7210</a>	MINOR EQUIPMENT	Kc Bobcat			119.56
<a href="#">10-521-7140</a>	VEHICLE MAINTENANCE	Advance Auto Parts 7562			11.98
<a href="#">10-521-7120</a>	EQUIPMENT MAINTENANCE	Advance Auto Parts 7562			-11.98
<a href="#">10-521-7110</a>	BUILDING MAINTENANCE	Lowes 02767			36.83
<a href="#">10-521-7210</a>	MINOR EQUIPMENT	Kc Bobcat			206.02
<a href="#">10-521-7110</a>	BUILDING MAINTENANCE	Lowes 02767			39.96
<a href="#">10-521-7210</a>	MINOR EQUIPMENT	Kc Bobcat			623.77
<a href="#">10-521-7110</a>	BUILDING MAINTENANCE	Lowes 02767			8.98
<a href="#">22-580-7140</a>	VEHICLE MAINTENANCE	Sprayer Specialities Inc			565.54
<a href="#">10-521-7140</a>	VEHICLE MAINTENANCE	Coleman Equipment Smithv			68.17
<a href="#">22-580-7140</a>	VEHICLE MAINTENANCE	Kc Bobcat			147.87
<a href="#">10-521-7110</a>	BUILDING MAINTENANCE	Lowes 02767			6.48
<a href="#">10-515-7140</a>	VEHICLE MAINTENANCE	Northtowne Lincoln Mercur			33.42
<a href="#">10-515-7140</a>	VEHICLE MAINTENANCE	Goodyear Auto Svs Ct 4352			162.65
<a href="#">60-560-7023</a>	SAFETY SUPPLIES	Chucks Boots Inc			115.99
<a href="#">21-550-7370</a>	BOOKS	Amazon Com 1y06x7pv3			17.29
<a href="#">21-550-7370</a>	BOOKS	Amazon Com mk3ae5583			21.98
<a href="#">21-550-7320</a>	CHILDREN'S PROGRAMS	Amazon Com u71683wp3			15.84
<a href="#">21-550-7370</a>	BOOKS	Amazon Com 2t6z42ma3			24.58
<a href="#">21-550-7320</a>	CHILDREN'S PROGRAMS	Nasco Fort Atkinson			200.00
<a href="#">21-550-7370</a>	BOOKS	Amazon Com y14px7tz3 Amzn			16.79
<a href="#">21-550-7320</a>	CHILDREN'S PROGRAMS	Amazon Com 2q3li04o3 Amzn			29.47
<a href="#">10-515-6220</a>	DUES & MEMBERSHIPS	Fbi National Academy Asso			120.00
<a href="#">10-515-7050</a>	UNIFORMS	Galls			72.00
<a href="#">10-515-7120</a>	EQUIPMENT MAINTENANCE	Amzn Mktp Us			26.98
<a href="#">61-570-7050</a>	UNIFORMS	Amazon Com 638lp9q83			174.95
<a href="#">61-570-7023</a>	SAFETY SUPPLIES	Amzn Mktp Us			265.90
<a href="#">61-570-7023</a>	SAFETY SUPPLIES	Amazon Com y73lm6tl3 Amzn			63.94
<a href="#">61-570-7001</a>	OFFICE SUPPLIES	Amazon Com 351781r73			57.56
<a href="#">61-570-6220</a>	DUES & MEMBERSHIPS	Missouri Rural Water Asso			30.00
<a href="#">61-570-7001</a>	OFFICE SUPPLIES	Amazon Com hw3vq9x43			55.47
<a href="#">61-570-7060</a>	LABORATORY SUPPLIES	Amazon Com 8o5nb2w93			185.25
<a href="#">61-570-7140</a>	VEHICLE MAINTENANCE	Amzn Mktp Us			110.32
<a href="#">22-580-7140</a>	VEHICLE MAINTENANCE	Truck Works North			105.00
<a href="#">22-580-7110</a>	BUILDING MAINTENANCE	Lowes 02767			12.56
<a href="#">22-580-7110</a>	BUILDING MAINTENANCE	Lowes 02767			-11.48
<a href="#">22-580-7110</a>	BUILDING MAINTENANCE	A N Hdwe			7.98
<a href="#">22-580-7110</a>	BUILDING MAINTENANCE	Lowes 02767			12.58
<a href="#">22-580-7110</a>	BUILDING MAINTENANCE	Lowes 02767			6.93
<a href="#">10-515-7140</a>	VEHICLE MAINTENANCE	Northtowne Lincoln Mercur			108.42
<a href="#">10-515-7020</a>	DETENTION SUPPLIES	Qt 153			6.67
<a href="#">10-515-7050</a>	UNIFORMS	Galls			103.99
<a href="#">10-515-7140</a>	VEHICLE MAINTENANCE	Advance Auto Parts 7562			109.81
<a href="#">10-515-7028</a>	TACTICAL/AMMUNITION	Galls			94.50
<a href="#">10-515-7140</a>	VEHICLE MAINTENANCE	Northtowne Lincoln Mercur			44.79
<a href="#">10-515-7022</a>	RANGE SUPPLIES	Day Star Corporation			106.20
<a href="#">10-510-7140</a>	VEHICLE MAINTENANCE	Safelite Autoglass			-436.50
<a href="#">10-510-7140</a>	VEHICLE MAINTENANCE	Safelite Autoglass			436.50
<a href="#">10-510-7140</a>	VEHICLE MAINTENANCE	Mo Dmv			62.25

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Account	Account Name	Description	Project Account Key	IFT	Amount
<a href="#">10-515-7050</a>	UNIFORMS	Galls			99.99
<a href="#">10-505-5426</a>	TRAINING/TRAVEL APPOINTED	Government Finance Office			50.00
<a href="#">10-525-6220</a>	DUES & MEMBERSHIPS	North Ks City Breakfast			185.00
<a href="#">10-515-7001</a>	OFFICE SUPPLIES	McGuire Lock Safe Llc			4.00
<a href="#">10-515-7050</a>	UNIFORMS	Galls			62.91
<a href="#">10-515-5426</a>	TRAINING/TRAVEL APPOINTED	Bww 3443 Jefferson City			12.64
<a href="#">10-515-5426</a>	TRAINING/TRAVEL APPOINTED	Courtyard By Marriott			8.70
<a href="#">10-515-7050</a>	UNIFORMS	Galls			53.70
<a href="#">10-515-5426</a>	TRAINING/TRAVEL APPOINTED	Courtyard By Marriott			7.77
<a href="#">10-515-5426</a>	TRAINING/TRAVEL APPOINTED	Applebees 082065082802			18.98
<a href="#">10-515-5426</a>	TRAINING/TRAVEL APPOINTED	Das Stein Haus			25.49
<a href="#">10-515-7050</a>	UNIFORMS	Galls			29.99
<a href="#">10-515-5426</a>	TRAINING/TRAVEL APPOINTED	Courtyard By Marriott			13.31
<a href="#">10-515-5426</a>	TRAINING/TRAVEL APPOINTED	Courtyard By Marriott			600.00
<a href="#">10-515-5426</a>	TRAINING/TRAVEL APPOINTED	Courtyard By Marriott			3.37
<a href="#">10-515-5426</a>	TRAINING/TRAVEL APPOINTED	Courtyard By Marriott			14.50
<a href="#">10-515-7050</a>	UNIFORMS	Galls			126.36
<a href="#">10-510-5426</a>	TRAINING/TRAVEL APPOINTED	Center For Public Safety			199.00
<a href="#">10-510-5426</a>	TRAINING/TRAVEL APPOINTED	Mu Conference Events			180.00
<a href="#">10-510-5426</a>	TRAINING/TRAVEL APPOINTED	Mu Conference Events			180.00
<a href="#">10-510-5426</a>	TRAINING/TRAVEL APPOINTED	Google Llc Ads4808237896			500.00
<a href="#">10-510-5426</a>	TRAINING/TRAVEL APPOINTED	Google ads4808237896			500.00
<a href="#">10-510-5426</a>	TRAINING/TRAVEL APPOINTED	Mu Conference Events			120.00
<a href="#">10-515-7050</a>	UNIFORMS	Galls			119.00
<a href="#">10-515-6220</a>	DUES & MEMBERSHIPS	Nra Law Enforcement			60.00
<a href="#">10-515-6220</a>	DUES & MEMBERSHIPS	Nra Membership Interne			20.00
<a href="#">10-515-7140</a>	VEHICLE MAINTENANCE	Goodyear Auto Svs Ct 4352			52.70
<a href="#">10-515-7050</a>	UNIFORMS	Galls			106.28
<a href="#">10-515-7140</a>	VEHICLE MAINTENANCE	Goodyear Auto Svs Ct 4352			47.70
<a href="#">10-515-7140</a>	VEHICLE MAINTENANCE	Northtowne Lincoln Mercur			458.49
<a href="#">10-515-7140</a>	VEHICLE MAINTENANCE	Northtowne Lincoln Mercur			22.39
<a href="#">60-560-7060</a>	LABORATORY SUPPLIES	Hach Company			597.51
<a href="#">60-560-7060</a>	LABORATORY SUPPLIES	Hach Company			406.84
<a href="#">10-510-7140</a>	VEHICLE MAINTENANCE	Amzn Mktp Us			63.31
<a href="#">10-510-7140</a>	VEHICLE MAINTENANCE	Amazon Com 7p31t2dk3 Amzn			73.45
<a href="#">10-510-7140</a>	VEHICLE MAINTENANCE	Amzn Mktp Us			36.82
<a href="#">21-550-6355</a>	OTHER SERVICES	Surety Bonds Com			50.00
<a href="#">21-550-5426</a>	TRAINING/TRAVEL APPOINTED	Workplacepro			186.95
<a href="#">21-550-7360</a>	CATALOGING & PROCESSING	Amazon Com ss3w83173			132.85
<a href="#">21-550-6347</a>	ADVERTISING - NOT EMPLOYME...	Lifestyle Publications			440.00
<a href="#">21-550-6455</a>	AUTOMATION SERVICES	Eig			90.25
<a href="#">21-550-7360</a>	CATALOGING & PROCESSING	Demco Inc			197.30
<a href="#">21-550-7370</a>	BOOKS	Target 00012013			43.96
<a href="#">10-510-7120</a>	EQUIPMENT MAINTENANCE	Amzn Mktp Us			269.85
<a href="#">10-510-7140</a>	VEHICLE MAINTENANCE	Amzn Mktp Us			39.94
<a href="#">21-550-6347</a>	ADVERTISING - NOT EMPLOYME...	Facebk 9c72bxnh22			10.00
<a href="#">21-550-7210</a>	MINOR EQUIPMENT	Amazon Com be9272fz3			14.97
<a href="#">21-550-7220</a>	MINOR FURNITURE	Amazon Com kk5dl7xf3			48.46
<a href="#">20-540-5426</a>	TRAINING/TRAVEL APPOINTED	Zoom Us 888 799 9666			95.34
<a href="#">20-540-7110</a>	BUILDING MAINTENANCE	Netflix Com			13.99
<a href="#">20-540-7090</a>	OTHER SUPPLIES	Amzn Mktp Us			32.99
<a href="#">20-540-7001</a>	OFFICE SUPPLIES	Wm Supercenter 184			79.00
<a href="#">20-540-7090</a>	OTHER SUPPLIES	In the Barefoot Builder			168.00
<a href="#">20-540-7090</a>	OTHER SUPPLIES	Wave heather Schlecta			128.00
<a href="#">20-540-7006</a>	BUSINESS FORMS	Smk			39.00
<a href="#">20-540-7110</a>	BUILDING MAINTENANCE	Att tv Now			60.00
<a href="#">10-533-7009</a>	POSTAGE & METER EXPENSE	Usps Po 2842340116			10.60
<a href="#">60-560-7150</a>	DISTRIBUTION MAINTENANCE	Lowes 02767			45.92
<a href="#">60-560-7210</a>	MINOR EQUIPMENT	Lowes 02767			25.98
<a href="#">60-560-7090</a>	OTHER SUPPLIES	Lowes 02767			8.96
<a href="#">10-515-7050</a>	UNIFORMS	Galls			5.00



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Account	Account Name	Description	Project Account Key	IFT	Amount
<a href="#">10-515-7050</a>	UNIFORMS	Galls			8.95
<a href="#">60-560-7110</a>	PLANT MAINTENANCE	Lowes 02767			60.46
<a href="#">60-560-7110</a>	PLANT MAINTENANCE	Lowes 02767			151.71
<a href="#">60-560-7110</a>	PLANT MAINTENANCE	Commercial Industria			168.20
<a href="#">10-515-7020</a>	DETENTION SUPPLIES	Grp Associates			154.28
<a href="#">24-524-6090</a>	PROFESSIONAL SERVICES	In creative Displays In			475.62
<a href="#">10-525-5426</a>	TRAINING/TRAVEL APPOINTED	Zoom Us 888 799 9666			14.99
<a href="#">60-560-7210</a>	MINOR EQUIPMENT	American Equipment Co			582.40
<a href="#">60-560-7210</a>	MINOR EQUIPMENT	American Equipment Co			582.40
<a href="#">60-560-7210</a>	MINOR EQUIPMENT	American Equipment Co			-582.40
<a href="#">60-560-7210</a>	MINOR EQUIPMENT	Usa Blue Book			393.04
<a href="#">10-505-5426</a>	TRAINING/TRAVEL APPOINTED	Premier Learning Solut			199.00
<a href="#">20-540-7190</a>	OTHER MAINTENANCE	Spectra Industrial Too			700.00
<a href="#">22-580-7185</a>	STREET SIGN REPLACEMENT	The Work Zone			100.00
<a href="#">22-580-7185</a>	STREET SIGN REPLACEMENT	The Work Zone			37.00
<a href="#">22-580-7110</a>	BUILDING MAINTENANCE	Lowes 02767			17.96
<a href="#">10-506-7001</a>	OFFICE SUPPLIES	Amzn Mktp Us			32.75
<a href="#">10-515-7050</a>	UNIFORMS	Sq kc Shoe Repair			84.60
<a href="#">22-580-7110</a>	BUILDING MAINTENANCE	A N Hdwe			22.79
<a href="#">22-580-7110</a>	BUILDING MAINTENANCE	The Home Depot 3008			13.97
<a href="#">10-521-7006</a>	CUSTODIAL SUPPLIES	Full Circle Chemical Supp			44.45
<a href="#">22-580-7110</a>	BUILDING MAINTENANCE	McGuire Lock Safe Llc			8.78
<a href="#">22-580-7110</a>	BUILDING MAINTENANCE	Lowes 02767			28.92
<a href="#">22-580-7110</a>	BUILDING MAINTENANCE	Lowes 02767			12.55
<a href="#">10-510-7050</a>	UNIFORMS	Amazon Com 3u31i56r3			74.99
<a href="#">10-510-7050</a>	UNIFORMS	J And R Shoes Inc			123.24
<a href="#">10-510-7050</a>	UNIFORMS	Amzn Mktp Us			74.30
<a href="#">10-510-7050</a>	UNIFORMS	Amzn Mktp Us			226.48
<a href="#">10-533-6115</a>	SOFTWARE MAINT & SERVICE	Www Paessler Com			371.88
<a href="#">10-515-7018</a>	INVESTIGATIVE OPERATIONS	In arrowhead Scientific			393.64
<a href="#">10-515-7018</a>	INVESTIGATIVE OPERATIONS	In arrowhead Scientific			482.39
<a href="#">10-515-7050</a>	UNIFORMS	Galls			101.00
<a href="#">10-515-7140</a>	VEHICLE MAINTENANCE	Advance Auto Parts 7562			9.99
<a href="#">10-510-7140</a>	VEHICLE MAINTENANCE	A N Hdwe			17.99
<a href="#">61-570-7120</a>	EQUIPMENT MAINTENANCE	McGuire Lock Safe Llc			24.00
<a href="#">61-570-7120</a>	EQUIPMENT MAINTENANCE	Lowes 02767			23.54
<a href="#">61-570-7090</a>	OTHER SUPPLIES	Menards 3342			42.34
<a href="#">10-510-5426</a>	TRAINING/TRAVEL APPOINTED	The Home Depot 3008			53.64
<a href="#">10-515-7140</a>	VEHICLE MAINTENANCE	Northtowne Lincoln Mercur			44.79
<a href="#">25-535-8760</a>	INFORMATION TECHNOLOGY	Amazon Com d50fl4st3	6551		231.74
<a href="#">10-521-7090</a>	OTHER SUPPLIES	Amzn Mktp Us			25.96
<a href="#">10-521-7090</a>	OTHER SUPPLIES	Amzn Mktp Us			30.11
<a href="#">10-515-6060</a>	COMPUTER OPERATIONS	Officemax Depot 6306			22.00
<a href="#">25-535-8760</a>	INFORMATION TECHNOLOGY	Amzn Mktp Us	6551		18.99
<a href="#">10-515-6220</a>	DUES & MEMBERSHIPS	Mid States Organized Crim			200.00
<a href="#">60-560-7140</a>	VEHICLE MAINTENANCE	Advance Auto Parts 7562			149.99
<a href="#">60-560-7001</a>	OFFICE SUPPLIES	Officemax Depot 6306			9.89
<a href="#">60-560-7005</a>	CHEMICALS	Usa Blue Book			520.41
<a href="#">60-560-7001</a>	OFFICE SUPPLIES	Pro Print Digital			24.00
<a href="#">10-515-7001</a>	OFFICE SUPPLIES	Officemax Officedept 6874			78.77
<a href="#">10-515-7001</a>	OFFICE SUPPLIES	Officemax Officedept 6874			87.93
<a href="#">10-515-6220</a>	DUES & MEMBERSHIPS	Mo Sec Of State			26.25
<a href="#">10-515-7001</a>	OFFICE SUPPLIES	Amazon Com 6f09159n3			11.04
<a href="#">10-515-7001</a>	OFFICE SUPPLIES	Amazon Com 9o33x29t3			33.54
<a href="#">10-515-7001</a>	OFFICE SUPPLIES	Officemax Officedept 6874			140.43
<a href="#">10-515-7001</a>	OFFICE SUPPLIES	Officemax Officedept 6874			61.76
<a href="#">10-515-7001</a>	OFFICE SUPPLIES	Officemax Officedept 6874			98.12
<a href="#">10-515-7001</a>	OFFICE SUPPLIES	Office Depot 34			40.00
<a href="#">10-515-7050</a>	UNIFORMS	Galls			90.00
<a href="#">61-570-7060</a>	LABORATORY SUPPLIES	Teledyne Instruments Inc			-252.00
<a href="#">61-570-7060</a>	LABORATORY SUPPLIES	Midland Scientific Inc			216.95

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Account	Account Name	Description	Project Account Key	IFT	Amount
<a href="#">10-515-7050</a>	UNIFORMS	Galls			114.99
<a href="#">10-521-7110</a>	BUILDING MAINTENANCE	Lowes 02767			2.48
<a href="#">10-521-7006</a>	CUSTODIAL SUPPLIES	The Mop Bucket			21.32
<a href="#">10-521-7110</a>	BUILDING MAINTENANCE	Lowes 02767			12.98
<a href="#">10-521-7110</a>	BUILDING MAINTENANCE	Lowes 02767			-12.98
<a href="#">10-521-7110</a>	BUILDING MAINTENANCE	Kansas City Air Filter			379.68
<a href="#">10-521-7110</a>	BUILDING MAINTENANCE	Sherwin Williams 707282			115.65
<a href="#">10-521-7110</a>	BUILDING MAINTENANCE	Reeves Wiedeman Rivers			122.45
<a href="#">10-521-7110</a>	BUILDING MAINTENANCE	Sherwin Williams 707282			49.99
<a href="#">10-521-7140</a>	VEHICLE MAINTENANCE	Aaa Lawnmower Sales Ser			68.96
<a href="#">10-521-7110</a>	BUILDING MAINTENANCE	Voss Lighting Kansas Cty			60.60
<a href="#">10-510-7014</a>	QUARTERS MAINTENANCE	Amazon Com o11gk9o83 Amzn			269.95
<a href="#">10-510-7014</a>	QUARTERS MAINTENANCE	Lowes 02767			45.96
<a href="#">10-510-7010</a>	FIREFIGHTING SUPPLIES	Advance Auto Parts 7562			28.98
<a href="#">10-510-7014</a>	QUARTERS MAINTENANCE	Lowes 02767			95.88
<a href="#">10-510-7014</a>	QUARTERS MAINTENANCE	Gih globalindustrialeq			206.70
<a href="#">10-510-7120</a>	EQUIPMENT MAINTENANCE	Amazon Com Or04n5b43 Amzn			61.63
<a href="#">10-510-7014</a>	QUARTERS MAINTENANCE	Amzn Mktp Us			523.89
<a href="#">10-510-7140</a>	VEHICLE MAINTENANCE	Kevin's Car Wash			39.99
<a href="#">10-510-5426</a>	TRAINING/TRAVEL APPOINTED	Mu Conference Events			300.00
<a href="#">10-510-5426</a>	TRAINING/TRAVEL APPOINTED	Mu Conference Events			-240.00
<a href="#">22-580-7120</a>	EQUIPMENT MAINTENANCE	Aaa Lawnmower Sales Ser			80.00
<a href="#">22-580-7140</a>	VEHICLE MAINTENANCE	Commercial Industria			255.00
<a href="#">10-1001</a>	CASH	January 2021 Visa Import		Y	-16,373.15
<a href="#">20-1001</a>	CASH	January 2021 Visa Import		Y	-3,377.23
<a href="#">21-1001</a>	CASH	January 2021 Visa Import		Y	-1,688.91
<a href="#">22-1001</a>	CASH	January 2021 Visa Import		Y	-3,418.64
<a href="#">24-1001</a>	CASH	January 2021 Visa Import		Y	-475.62
<a href="#">25-1001</a>	CASH	January 2021 Visa Import		Y	-250.73
<a href="#">60-1001</a>	CASH	January 2021 Visa Import		Y	-3,261.30
<a href="#">61-1001</a>	CASH	January 2021 Visa Import		Y	-998.22
<a href="#">99-2999</a>	DUE TO OTHER FUNDS	January 2021 Visa Import		Y	250.73
<a href="#">99-2999</a>	DUE TO OTHER FUNDS	January 2021 Visa Import		Y	475.62
<a href="#">99-2999</a>	DUE TO OTHER FUNDS	January 2021 Visa Import		Y	998.22
<a href="#">99-2999</a>	DUE TO OTHER FUNDS	January 2021 Visa Import		Y	1,688.91
<a href="#">99-2999</a>	DUE TO OTHER FUNDS	January 2021 Visa Import		Y	3,261.30
<a href="#">99-2999</a>	DUE TO OTHER FUNDS	January 2021 Visa Import		Y	3,377.23
<a href="#">99-2999</a>	DUE TO OTHER FUNDS	January 2021 Visa Import		Y	3,418.64
<a href="#">99-2999</a>	DUE TO OTHER FUNDS	January 2021 Visa Import		Y	16,373.15

## Account Summary

Account	Account Name	Debits	Credits	Amount
<a href="#">10-1001</a>	CASH	0.00	16,373.15	-16,373.15
<a href="#">10-505-5426</a>	TRAINING/TRAVEL APPOINTED	509.00	0.00	509.00
<a href="#">10-505-5427</a>	TRAINING & TRAVEL - ELECTED	294.20	0.00	294.20
<a href="#">10-505-6030</a>	OTHER LEGAL COSTS	55.39	0.00	55.39
<a href="#">10-505-6220</a>	DUES & MEMBERSHIPS	150.00	0.00	150.00
<a href="#">10-505-7001</a>	OFFICE SUPPLIES	188.42	0.00	188.42
<a href="#">10-506-7001</a>	OFFICE SUPPLIES	32.75	0.00	32.75
<a href="#">10-510-5426</a>	TRAINING/TRAVEL APPOINTED	2,032.64	240.00	1,792.64
<a href="#">10-510-7010</a>	FIREFIGHTING SUPPLIES	28.98	0.00	28.98
<a href="#">10-510-7014</a>	QUARTERS MAINTENANCE	1,142.38	0.00	1,142.38
<a href="#">10-510-7050</a>	UNIFORMS	499.01	0.00	499.01
<a href="#">10-510-7120</a>	EQUIPMENT MAINTENANCE	331.48	0.00	331.48
<a href="#">10-510-7140</a>	VEHICLE MAINTENANCE	770.25	436.50	333.75
<a href="#">10-515-5426</a>	TRAINING/TRAVEL APPOINTED	704.76	0.00	704.76
<a href="#">10-515-6060</a>	COMPUTER OPERATIONS	22.00	0.00	22.00
<a href="#">10-515-6220</a>	DUES & MEMBERSHIPS	566.25	0.00	566.25
<a href="#">10-515-6395</a>	OTHER SERVICES	15.57	0.00	15.57
<a href="#">10-515-7001</a>	OFFICE SUPPLIES	555.59	0.00	555.59
<a href="#">10-515-7018</a>	INVESTIGATIVE OPERATIONS	876.03	0.00	876.03
<a href="#">10-515-7020</a>	DETENTION SUPPLIES	166.63	0.00	166.63
<a href="#">10-515-7022</a>	RANGE SUPPLIES	106.20	0.00	106.20
<a href="#">10-515-7025</a>	CANINE UNIT EXPENSE	463.00	0.00	463.00
<a href="#">10-515-7026</a>	ANIMAL CONTROL EXPENSE	1,177.29	0.00	1,177.29
<a href="#">10-515-7028</a>	TACTICAL/AMMUNITION	114.47	0.00	114.47
<a href="#">10-515-7050</a>	UNIFORMS	1,318.94	0.00	1,318.94
<a href="#">10-515-7120</a>	EQUIPMENT MAINTENANCE	26.98	0.00	26.98
<a href="#">10-515-7140</a>	VEHICLE MAINTENANCE	2,113.42	0.00	2,113.42
<a href="#">10-521-7006</a>	CUSTODIAL SUPPLIES	65.77	0.00	65.77
<a href="#">10-521-7090</a>	OTHER SUPPLIES	56.07	0.00	56.07
<a href="#">10-521-7110</a>	BUILDING MAINTENANCE	939.48	12.98	926.50
<a href="#">10-521-7120</a>	EQUIPMENT MAINTENANCE	0.00	131.54	-131.54
<a href="#">10-521-7140</a>	VEHICLE MAINTENANCE	149.11	0.00	149.11
<a href="#">10-521-7210</a>	MINOR EQUIPMENT	1,068.91	0.00	1,068.91
<a href="#">10-525-5426</a>	TRAINING/TRAVEL APPOINTED	14.99	0.00	14.99
<a href="#">10-525-6220</a>	DUES & MEMBERSHIPS	185.00	0.00	185.00
<a href="#">10-526-6347</a>	ADVERTISING	70.73	0.00	70.73
<a href="#">10-533-6115</a>	SOFTWARE MAINT & SERVICE	371.88	0.00	371.88
<a href="#">10-533-7009</a>	POSTAGE & METER EXPENSE	10.60	0.00	10.60
<a href="#">20-1001</a>	CASH	0.00	3,377.23	-3,377.23
<a href="#">20-540-5426</a>	TRAINING/TRAVEL APPOINTED	95.34	0.00	95.34
<a href="#">20-540-7001</a>	OFFICE SUPPLIES	79.00	0.00	79.00
<a href="#">20-540-7006</a>	BUSINESS FORMS	39.00	0.00	39.00
<a href="#">20-540-7050</a>	UNIFORMS	59.99	0.00	59.99
<a href="#">20-540-7090</a>	OTHER SUPPLIES	355.93	0.00	355.93
<a href="#">20-540-7110</a>	BUILDING MAINTENANCE	73.99	0.00	73.99
<a href="#">20-540-7190</a>	OTHER MAINTENANCE	2,673.98	0.00	2,673.98
<a href="#">21-1001</a>	CASH	0.00	1,688.91	-1,688.91
<a href="#">21-550-5426</a>	TRAINING/TRAVEL APPOINTED	186.95	0.00	186.95
<a href="#">21-550-6220</a>	DUES & MEMBERSHIPS	7.95	0.00	7.95
<a href="#">21-550-6347</a>	ADVERTISING - NOT EMPLOYMENT	450.00	0.00	450.00
<a href="#">21-550-6355</a>	OTHER SERVICES	50.00	0.00	50.00
<a href="#">21-550-6455</a>	AUTOMATION SERVICES	90.25	0.00	90.25
<a href="#">21-550-7090</a>	OTHER SUPPLIES	28.90	0.00	28.90
<a href="#">21-550-7210</a>	MINOR EQUIPMENT	14.97	0.00	14.97
<a href="#">21-550-7220</a>	MINOR FURNITURE	48.46	0.00	48.46
<a href="#">21-550-7320</a>	CHILDREN'S PROGRAMS	245.31	0.00	245.31
<a href="#">21-550-7325</a>	ADULT PROGRAMMING	111.37	0.00	111.37
<a href="#">21-550-7360</a>	CATALOGING & PROCESSING	330.15	0.00	330.15
<a href="#">21-550-7370</a>	BOOKS	124.60	0.00	124.60

Journal Entry Register

Packet: GLPKT09941 - January 2021 Visa Import

Account	Account Name	Debits	Credits	Amount
<a href="#">22-1001</a>	CASH	0.00	3,418.64	-3,418.64
<a href="#">22-580-7001</a>	OFFICE SUPPLIES	291.98	0.00	291.98
<a href="#">22-580-7110</a>	BUILDING MAINTENANCE	825.34	91.98	733.36
<a href="#">22-580-7120</a>	EQUIPMENT MAINTENANCE	80.00	0.00	80.00
<a href="#">22-580-7140</a>	VEHICLE MAINTENANCE	2,176.30	0.00	2,176.30
<a href="#">22-580-7185</a>	STREET SIGN REPLACEMENT	137.00	0.00	137.00
<a href="#">24-1001</a>	CASH	0.00	475.62	-475.62
<a href="#">24-524-6090</a>	PROFESSIONAL SERVICES	475.62	0.00	475.62
<a href="#">25-1001</a>	CASH	0.00	250.73	-250.73
<a href="#">25-535-8760</a>	INFORMATION TECHNOLOGY	250.73	0.00	250.73
<a href="#">60-1001</a>	CASH	0.00	3,261.30	-3,261.30
<a href="#">60-560-7001</a>	OFFICE SUPPLIES	33.89	0.00	33.89
<a href="#">60-560-7005</a>	CHEMICALS	520.41	0.00	520.41
<a href="#">60-560-7023</a>	SAFETY SUPPLIES	115.99	0.00	115.99
<a href="#">60-560-7060</a>	LABORATORY SUPPLIES	1,004.35	0.00	1,004.35
<a href="#">60-560-7090</a>	OTHER SUPPLIES	8.96	0.00	8.96
<a href="#">60-560-7110</a>	PLANT MAINTENANCE	380.37	0.00	380.37
<a href="#">60-560-7140</a>	VEHICLE MAINTENANCE	149.99	0.00	149.99
<a href="#">60-560-7150</a>	DISTRIBUTION MAINTENANCE	45.92	0.00	45.92
<a href="#">60-560-7210</a>	MINOR EQUIPMENT	1,583.82	582.40	1,001.42
<a href="#">61-1001</a>	CASH	0.00	998.22	-998.22
<a href="#">61-570-6220</a>	DUES & MEMBERSHIPS	30.00	0.00	30.00
<a href="#">61-570-7001</a>	OFFICE SUPPLIES	113.03	0.00	113.03
<a href="#">61-570-7023</a>	SAFETY SUPPLIES	329.84	0.00	329.84
<a href="#">61-570-7050</a>	UNIFORMS	174.95	0.00	174.95
<a href="#">61-570-7060</a>	LABORATORY SUPPLIES	402.20	252.00	150.20
<a href="#">61-570-7090</a>	OTHER SUPPLIES	42.34	0.00	42.34
<a href="#">61-570-7120</a>	EQUIPMENT MAINTENANCE	47.54	0.00	47.54
<a href="#">61-570-7140</a>	VEHICLE MAINTENANCE	110.32	0.00	110.32
<a href="#">99-1001</a>	CONSOLIDATED CASH	0.00	29,843.80	-29,843.80
<a href="#">99-2999</a>	DUE TO OTHER FUNDS	29,843.80	0.00	29,843.80

Journal Summary

Journal Count:	1
Entry Count:	273
Debits:	61,435.00
Credits:	-61,435.00

Project Account Summary

Account Key	Debits	Credits	Amount
6551	250.73	0.00	250.73
<b>Total Project Account Distribution:</b>	<b>250.73</b>	<b>0.00</b>	<b>250.73</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

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

**Minutes of the North Kansas City, Missouri City Regular Council Meeting of  
March 2, 2021**

The City Council met in regular session on Tuesday, March 2, 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  
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: Bryant DeLong, Anthony Saper, Jesse Smith, Lisa Tull, Zachary Clevenger, Rick Stewart, Amie Clarke, and Tom Farr.

Roll Call

The meeting opened with the Pledge of Allegiance.

Opening

C. Farr moved to approve the agenda with the removal of Item 9 Short-Term Conditional Use Permit Application – Neon Wild – Beer Garden, which was withdrawn, seconded by C. Clevenger. The roll was called,

Approval of Agenda

and the vote was as follows: C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes – C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes – C. Farr – yes. Motion carried, 8-0.

Rita Pearce, Northland Assistance Center, stated that all of the funds issued by the City have been used to help North Kansas City residents during this pandemic. She thanked the Council for approving the Northland Assistance Center Harrah's grant application request for funding and to the FSO Firefighters' Fund for supplementing \$7,000.00 toward getting 22 families motel/hotel rooms during the extremely cold period we recently had in North Kansas City.

Comments from the Public

The Consent Agenda contained the following items:

Consent Agenda

Approval of the minutes of the Regular Session of February 16, 2021

Reappointment of Sheila M. Lillis to North Kansas City Hospital Board of Trustee

Park Board Appointment – Valerie Swearingen – To Fulfill the Unexpired Term for Pamela Tucker

Resolution of Appreciation – Pamela Tucker

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

Consideration of a Short-Term Conditional Use Permit Application – Neon Wild – Beer Garden. This application was withdrawn by the applicant and removed from the agenda.

Short-Term Conditional Use Permit Application – Neon Wild – Beer Garden

Consideration of an Ordinance Adopting and Approving Fifth Amendment to Agreement for Option to Purchase Property and First Amendment to Development Agreement By and Between the City of North Kansas City, Missouri, and Gallery Lofts Investor Partner, LP, Regarding Certain Real Property Generally Located At and Adjoining 1007 Armour Road in North Kansas City, Missouri {Bill No. 7584 (Ordinance No. 9381)}. City Administrator Eric Berlin stated that Gallery Lofts Investor Partner, LP has requested that the City Council

Ordinance No. 9381 – Fifth Amendment to Option to Purchase and First Amendment to Development Agreement – 1007 Armour (Gallery Lofts Project



approve a Fifth Amendment to Agreement for Option to Purchase Property and First Amendment to Development Agreement with regards to the Gallery Lofts project, generally located on City-owned property at 1007 Armour Road. The purpose of this action is to extend the latest permissible closing date on the sale of the property to April 30, 2021. Discussion ensued. Mr. Ryan Tull from Gallery Lofts was present to answer Council questions. C. Smith moved that Bill No. 7584 be placed on first reading, seconded by C. Clevenger. The roll was called, and the vote was as follows: C. DeLong, yes – C. Saper, yes – C. Smith, yes – C. Tull, abstain – C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes – C. Farr, yes. Motion carried, 7-0-1. Bill No. 7584 was read. C. Clarke moved that Bill No. 7584 be placed on second and final reading and passed as Ordinance No. 9381, seconded by C. Clevenger. The roll was called, and the vote was as follows: C. DeLong, yes – C. Saper, yes – C. Smith, yes – C. Tull, abstain – C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes – C. Farr, yes. Motion carried, 7-0-1. Bill No. 7584 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9381, was signed and approved by the Mayor and attested by the City Clerk.

Consideration of Resolution Approving Contract Between Raftelis Financial Consultants, Inc. and the City of North Kansas City for a Water and Sewer Rate Study (Resolution No. 21-012). City Administrator Berlin asked Finance Manager Nicholas Hawkins to present this item to Council. Mr. Hawkins stated that The FY 2021 Budget includes funding for a sewer and water rate study. In its memo, staff summarizes the procurement for this project, and recommends Raftelis as providing the lowest and best proposal. A resolution has been prepared accordingly for Council approval. Discussion ensued. C. Smith moved to approve Resolution No. 21-012, seconded by C. Farr. The roll was called, and the vote was as follows: C. DeLong, yes – C. Saper, yes – C. Smith, yes – C. Tull, yes – C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes – C. Farr, yes. Motion carried, 8-0.

Consideration of Upcoming Development Discussion – Meeting and Public Participation Plan. City Administrator Berlin stated that at its meeting of February 16, 2021, the City Council indicated agreement with the process that staff suggested for a discussion of development in North Kansas City. The process suggested by staff included 1) a work session on the Master Plan, 2) a work session discussion of the City development process and review of the City's economic development tools and Economic Development Incentive Policy, and 3) General Discussion, to occur at a special meeting. The first step in this

Resolution No. 21-012  
– Award of Contract –  
Sewer/Water Rate  
Study

Upcoming  
Development  
Discussion – Meeting  
and Public Participation

process was a work session on the Master Plan that occurred earlier tonight. In its memo, staff suggests a plan for the next steps in this process, including the seeking of public input. Discussion ensued. Council requested that at the April 6<sup>th</sup> meeting questions be proposed and the meeting be held on May 25. The Council requested that links to the videos of the Work Session meetings discussing the Master Plan be linked to the questionnaire and a check mark stating they had watched both videos be placed.

Consideration of a Resolution Approving Task Order with Wilson & Company Inc. for Certain Engineering Work Related to 16<sup>th</sup> and Clay Parking Lot Improvements (Resolution No. 21-014). City Administrator Berlin asked Community Development Director Sara Copeland to present this item to Council. Ms. Copeland stated that at its meeting of February 16, 2021, the City Council approved measures which, among other things, call for the City to design and construct a parking lot between 16<sup>th</sup> Avenue and 18<sup>th</sup> Avenue. The following item on the Council's agenda is a task order with the City's consulting engineer, Wilson & Company, for design of the parking lot, in the amount of \$45,000. Accordingly, before the Council is a budget amendment in the Gaming Fund in that amount. Discussion ensued. C. Farr moved to approve Resolution No. 21-013, seconded by C. DeLong. The roll was called, and the vote was as follows: C. DeLong, yes – C. Saper, yes – C. Smith, yes – C. Tull, yes – C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes – C. Farr, yes. Motion carried, 8-0.

Resolution No. 21-013  
– Budget Amendment  
– Parking Lot Design  
Task Order

Consideration of a Resolution Approving Task Order with Wilson & Company Inc. for Certain Engineering Work Related to 16<sup>th</sup> and Clay Parking Lot Improvements (Resolution No. 21-014). City Administrator Berlin asked Community Development Director Copeland to present this item to Council. Ms. Copeland stated that On February 16, 2021, the City Council approved a Parking Development Agreement with Storsafe IV, LLC for the construction of a surface parking lot, a portion of which will be owned by the City and the remainder owned by Storsafe IV, LLC. The agreement establishes that the City will design and construct the parking lot. The Task Order before the Council authorizes Wilson & Company, the City's on-call engineer, to design and prepare construction documents for the parking lot improvements. The final plans will include all plans and specifications necessary for bidding by contractors. Wilson will also provide a construction cost estimate. This cost for this task order is \$45,000. As this project was not anticipated at the time the Council adopted the 2020-2021 Budget, a Budget Amendment to the Gaming Fund to cover the cost of this work was

Resolution No. 21-014  
– Task Order – Wilson  
& Company – 16<sup>th</sup> &  
Clay Parking Lot Design

before the City Council for approval in the item before this on the Council agenda. C. Smith moved to approve Resolution No. 21-014, seconded by C. Saper. The roll was called, and the vote was as follows: C. DeLong, yes – C. Saper, yes – C. Smith, yes – C. Tull, yes – C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes – C. Farr, yes. Motion carried, 8-0.

Consideration of Proposed Sidewalk on Fayette Between 26<sup>th</sup> and 27<sup>th</sup>. City Administrator Berlin stated that at its meeting of February 16, 2021, the City Council considered a resolution authored by Councilmember Saper regarding the construction of a sidewalk on Fayette Street between 26<sup>th</sup> Avenue and 27<sup>th</sup> Avenue. Staff was asked to obtain additional information and bring this item back to Council for consideration. In its memo, staff provides additional information. Staff seeks direction as to how to proceed. Council consensus was to construct a sidewalk on the west side of Fayette this budget year. Staff will bring a budget amendment resolution for Council approval to an upcoming meeting.

Proposed Sidewalk on Fayette Between 26<sup>th</sup> and 27<sup>th</sup>

Consideration of an Ordinance Adopting and Approving a Contract By and Between the City of North Kansas City, Missouri, and Steven L. Russell, M.D., for Professional Medical Advisory Services and Related Professional Services {Bill No. 7585 (Ordinance No. 9382)}. City Administrator Berlin stated that the State of Missouri requires all paramedic and emergency medical technician ambulance services to retain a medical director to provide oversight and training. The City has contracted with Dr. Steven Russell as medical director for several years. In his memo, the Fire Chief reviews Dr. Russell's annual contract and recommends renewal for the period from April 1, 2021 – March 31, 2022. C. Smith moved to place Bill No. 7585 on first reading, seconded by C. Farr. The roll was called, and the vote was as follows: C. DeLong, yes – C. Saper, yes – C. Smith, yes – C. Tull, yes – C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes – C. Farr, yes. Motion carried, 8-0. Bill No. 7585 was read. C. Farr moved that Bill No. 7585 be placed on second and final reading and passed as Ordinance No. 9382, seconded by C. Smith. The roll was called, and the vote was as follows: C. DeLong, yes – C. Saper, yes – C. Smith, yes – C. Tull, yes – C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes – C. Farr, yes. Motion carried, 8-0. Bill No. 7585 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9382, was signed and approved by the Mayor and attested by the City Clerk.

Ordinance No. 9382 – Renewal of Medical Director Contract

Consideration of an Ordinance Adopting and Approving a License Agreement By and Between the City of North Kansas City, Missouri, and Storsafe IV, L.L.C., Regarding Placement of City Equipment on Roof of Property Located at 1600 Swift Owned by Storsafe IV, L.L.C., in the City of North Kansas City, Missouri {Bill No. 7586 (Ordinance No. 9383)}. City Administrator Berlin asked Police Chief Kevin Freeman to present this item to Council. Chief Freeman stated that the Police Department operates several exterior cameras around the city to monitor traffic and safety issues in certain areas. One of these cameras is mounted in the formerly city-owned parking lot at 18<sup>th</sup> and Swift. With the development of the parking lot by a private developer it has become necessary to relocate this camera. In his memo, the Police Chief recommends approval of a license agreement to relocate the camera at 1600 Swift Street. Discussion ensued. C. Farr moved that Bill No. 7586 be placed on first reading, seconded by C. Clarke. The roll was called, and the vote was as follows: C. DeLong, yes – C. Saper, yes – C. Smith, yes – C. Tull, yes – C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes – C. Farr, yes. Motion carried, 8-0. Bill No. 7586 was read. C. Farr moved that Bill No. 7586 be placed on second and final reading and passed as Ordinance No. 9383, seconded by C. Clarke. The roll was called, and the vote was as follows: C. DeLong, yes – C. Saper, yes – C. Smith, yes – C. Tull, yes – C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes – C. Farr, yes. Motion carried, 8-0. Bill No. 7586 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9383, was signed and approved by the Mayor and attested by the City Clerk.

Consideration of an Ordinance Authorizing Payment for Certain Accounts Due and Payable by the City Through February 26, 2021 {Bill No. 7587 (Ordinance No. 9384)}. C. Farr moved that Bill No. 7587 be placed on first reading, seconded by C. Clarke. The roll was called, and the vote was as follows: C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes – C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes. Motion carried, 8-0. Bill No. 7587 was read. C. Farr moved that Bill No. 7587 be placed on second and final reading and passed as Ordinance No. 9384, seconded by C. Clarke. The roll was called, and the vote was as follows: C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes – C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes. Motion carried, 8-0. Bill No. 7587 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9384, was signed and approved by the Mayor and attested by the City Clerk.

Ordinance No. 9383 –  
License Agreement for  
Camera at 1600 Swift  
Street

Ordinance No. 9384 –  
Approving Accounts  
Due and Payable by  
the City Through  
February 26, 2021

City Administrator Berlin stated the Upcoming City Items of Note was included in the Council packets for review.

Staff Comments

Mr. Berlin introduced new Public Works Director Anthony Sands to the Council.

C. DeLong was thankful that the sidewalk trippers are being fixed on the sidewalks near his house. C. DeLong inquired if the Operation Safe event at Cerner tomorrow is a state-run event. Assistant City Administrator Kim Nakahodo stated that is correct. She also asked that anyone who has signed up for the vaccine should be checking their text messages and e-mails to see if your name has come up to receive the vaccine.

Councilmembers'  
Comments

C. Saper stated the Council and the City have a lot of choices to make in the coming year regarding development, so he strongly encourages every voter in NKC to pay attention to what candidates are saying and what their positions are and then show up and vote on Election Day.

C. Smith welcomed Mr. Sands to the City of North Kansas City. He welcomed Valerie Swearingen to the Parks Board. He inquired about rescheduling the April 6, 2021, meeting since it is on Election Day to April 7, 2021. City Administrator Berlin stated he could place a discussion of this on the March 16, 2021, agenda. C. Smith said that the election is coming up and he highly advocates voting in it. Pay attention to the races for the wards. There are candidates and people in the community bringing allegations of corruption. He would like to state for the record that everyone on this Council works with the highest level of integrity. C. Smith reminded everyone to stay vigilant with social distancing and wearing masks to stop a new surge of Covid-19.

C. Tull stated she agrees with everything that has been said prior to her. She would echo an earlier comment that Council information is listed on the website, so give your Councilmember a call if you need to discuss something.

C. Clevenger welcomed the new Public Works Director Anthony Sands. He congratulated Valerie Swearingen on her appointment to the Park Board and Sheila Lillis for her reappointment to the North Kansas City Hospital Board of Trustees. He stated that the upcoming election is an important one and encouraged all residents to vote.



C. Stewart gave kudos to the school district for busing the elderly to get their Covid vaccine. C. Stewart stated that if statements are being made regarding corruption on the Council, they need to stop. No one on the current Council is corrupt.

C. Clarke echoed everyone's comments thus far. She stated that March 10 is the last date for voter registration to be able to vote in the April 6, 2021, election. C. Clarke stated that several people will be getting together to clean up the litter around the Heart of America bridge area at 1:00 PM on Sunday.

C. Farr stated tomorrow is large item pickup and the start of the yard waste pickup.

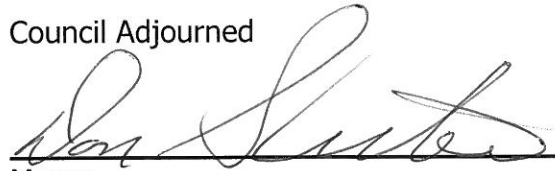
Mayor Stielow stated he had nothing at this time.

Mayor's Comments

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


Adjournment

Council Adjourned



Mayor

Attest:



City Clerk

Approved this 16<sup>th</sup> Day of March 2021

