

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

**July 20, 2021
7:00 p.m.**

- 1. Call to order**
- 2. Roll Call**
- 3. Moment of Silence**
- 4. Pledge of Allegiance**
- 5. Approval of Agenda**
- 6. 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.

- 7. Approval of Work Session Minutes of July 6, 2021**
- 8. Approval of Regular Council Meeting Minutes of July 6, 2021**
- 9. Approval of Special Council Meeting Minutes of July 13, 2021**
- 10. Appointment of Sarah Sheckells to the City Planning Commission, fulfilling the unexpired term of Johnathan Barnes, term to expire 11/13/2022**
- 11. Resolution of Appreciation for Johnathan Barnes**

Regular Items

12. First Christian Church Parking Lease Agreement {Bill No. 7611 (Ordinance No. 9408)}

This Ordinance would allow the City to enter into a new Parking Lot Lease between the City of North Kansas City, Missouri, and the First Christian Church of North Kansas City, Missouri for the City's continued use of the parking lot that has been leased by the Christian Church to the City for a number of years.

13. 1802 – 1820 Jasper Parking License Agreement {Bill No. 7612 (Ordinance No. 9409)}

This ordinance would approve a standard form extension and modification agreement provided to the City of North Kansas City by 243 Jasper, LLC, regarding the City's lease at 1802-1820 Jasper for parking purposes on the property adjoining the City's Buildings and Grounds building.

14. Prohibiting the Practice of Conversion Therapy in North Kansas City {Bill No. 7609 (Ordinance No. 9406)}

Mayor DeLong has requested that the City Council consider amending Title 5, "Business Licenses and Regulations" of the City's Code by adding a new Chapter 5.56, "Conversion Therapy Prohibited" to prohibit the practice of Conversion Therapy on minors in North Kansas City.

15. Juneteenth Federal Holiday (Resolution No. 21-056)

On June 17, 2021, President Biden signed into law a bill to make Juneteenth, or June 19, a Federal holiday celebrating the end of slavery in the United States. Juneteenth commemorates June 19, 1865, when Union soldiers brought the news of freedom to enslaved Black people in Galveston, Texas – two months after the Confederacy had surrendered and approximately 2 1/2 years after the Emancipation Proclamation freed slaves. On Tuesday, July 6, 2021, at its Regular Meeting, the City Council directed staff to bring forward a Resolution amending Section 5.06.01 – Holidays Observed of the City's Personnel Manual observing the new Juneteenth Federal Holiday. A Resolution adding this language has been prepared for City Council consideration.

16. Board, Commission, and Committee Term Limit Discussion

Councilmember Tull has requested that the City Council discuss term limits for City Boards, Commissions, and Committees.

17. Reconsideration of Reappointment of Rebecca Welbern to the Hospital Board of Trustees

Mayor DeLong would like the Council to reconsider the reappointment of Rebecca Welbern to the Hospital Board of Trustees.

18. Armour Road Delineator Discussion Item

At the December 15, 2020 and January 5, 2021 Work Sessions, the City Council provided direction to staff on a series of proposed improvements to the Armour Road Complete Street project. Those improvements included replacing the delineators at the Armour Road and Howell Street intersection with permanent bump-outs and replacing other delineators with pre-cast curb stops to provide protection for the bicycle lanes in strategic locations. The City of Kansas City, MO, as part of its new Gillham Road cycle track, recently installed a combination of curb stops and delineators as part of the buffer between the cycle track and the vehicle lane. This combination both protects people using the cycle track and provides a taller vertical element for better visibility by drivers. Staff would like to clarify the City Council's direction regarding replacing the existing delineators on Armour with curb stops.

19. Approval of Second Amendment to Parking Agreement with Storsafe IV, L.L.C. – Revised Parking Lot Ratio, etc. {Bill No. 7613 (Ordinance No. 9410)}

At the Council's February 16, 2021, Council Meeting, Ordinance 9375 was passed regarding a Parking Development Agreement with Storsafe for property generally located at 200 East 16th Avenue. This agreement was then amended at the May 18, 2021, Council meeting. Now, this second amendment to the Parking Agreement with Storsafe IV, L.L.C., provides for the establishment of a closing date, the total number of parking spaces, and provides the newly designed Parking Layout.

20. Removal of 2.36.290 - Additional Court Costs—Sheriffs' Retirement Fund {Bill No. 7610 (Ordinance No. 9407)}

On June 1, 2021, in Daven Fowler, et al., Appellants/Cross-Respondents, vs. Missouri Sheriffs' Retirement System, the Supreme Court of Missouri ruled that [RSMo Section 57.955](#) is an unconstitutional "sale" of justice. RSMo Section 57.955 was enacted in 1983 and imposes a \$3 surcharge on every circuit court criminal case, which financed the Missouri Sheriffs' Retirement System. On August 6, 2013, the City Council passed Ordinance 8699 adding [Section 2.36.290](#) to the City's Municipal Code. This new section imposed a \$3 court fee to be remitted to the Missouri Sheriffs' Retirement Fund. As of July 1, 2021, the North Kansas City

Municipal Court ceased imposing or collecting the \$3 court fee to be remitted to the Missouri Sheriffs' Retirement Fund. An Ordinance repealing [Section 2.36.290](#) of the City's Municipal Code is presented for the Council's consideration. Staff recommends approval.

21. Budget Amendment – Establishing the One North TIF Fund (Resolution No. 21-057)

The One North Tax Increment Financing (TIF) district was activated in the calendar year 2020. The district receives funding through three primary sources: payments in lieu of taxes (property tax increment), economic activity taxes (increment from city and county sales taxes), and hotel/motel taxes. The City receives these funds and reimburses the district according to the TIF plan adopted by the City Council in 2017. The One North Fund will track revenue and reimbursable expenses for the district and will be included with the annual budget process moving forward.

22. Approval of Janitorial Services Contract (Resolution No. 21-051)

Requests for bids were advertised for Janitorial Services for City Hall, the Police Station, Library and Parks & Recreation building. Staff has reviewed the bids and determined Hi-Gene's Janitorial to be the lowest and best bid.

23. Approving Accounts Due and Payable by the City through July 16, 2021 {Bill No. 7614 (Ordinance No. 9411)}.

24. Staff Comments

- Upcoming City Items of Note
- North Kansas City Hospital Covid Update

25. Councilmember Comments

26. Mayor's Comments

27. Consideration of a Request to Hold and Recess Into an Executive Session, as Requested by the Interim City Administrator, to be Held on this Date, on a Real Estate Matter Pursuant to Missouri Revised Statutes §610.021(2)

28. Adjournment

Copies of ordinances referred to above are available for inspection prior to the meeting in the office of the City Clerk. Note: Meetings of the City Council are being broadcast live and recorded.

Minutes of the North Kansas City, Missouri Work Session of July 6, 2021

The City Council met in a Work Session on Tuesday, July 6, 2021, at 6:00 p.m. in the City Council Chambers at City Hall, 2010 Howell Street, North Kansas City, Missouri.

The following were present:

Mayor: Bryant DeLong
Councilmembers: Wesley Graves
Anthony Saper
Jesse Smith
Lisa Tull
Zachary Clevenger
Adam Roberts
Amie Clarke
Ana Pellumbi

Staff Present: Kim Nakahodo, Interim City Administrator
Casey Campbell, Human Resources Manager
Nick Hawkins, Finance Manager
Stephen Roberts, IT Manager
Tom Barzee, City Counselor
Crystal Doss, City Clerk

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

Interim City Administrator Kim Nakahodo stated that the topic of tonight's Work Session would be the NKC Healthy Citizen Initiative. She then stated that Tina Weaver, Executive Director of the North Kansas City YMCA, would present the NKC Healthy Citizens Initiative proposal. Through this proposed program, North Kansas City residents would be offered city-subsidized membership rates to the NKC YMCA. Council consensus was for the City to participate in this program and include funding in the 2021-2022 Budget. The City's participation will begin on October 1, 2021.

NKC Healthy Citizens Initiative

Mayor DeLong declared the meeting adjourned at 6:53 PM.

Adjournment

Council Adjourned

Mayor Bryant DeLong

Attest:

City Clerk Crystal Doss

Approved this 20th day of July 2021

Minutes of the North Kansas City, Missouri Regular City Council Meeting of July 6, 2021

The City Council met in regular session on Tuesday, July 6, 2021, at the City Council Chambers located at 2010 Howell Street, North Kansas City, MO 64116/

The following were present:

Mayor: Bryant DeLong
Councilmembers: Wesley Graves
Anthony Saper
Jesse Smith
Lisa Tull
Zachary Clevenger
Adam Roberts
Amie Clarke
Ana Pellumbi

Staff Present: Kim Nakahodo, Interim City Administrator
Jim Bagley, Patrol Commander
Greg Hook, Battalion Chief
Sara Copeland, Community Development Director
Anthony Sands, Public Works Director
Casey Campbell, Human Resources Manager
Nick Hawkins, Finance Manager
Stephen Roberts, IT Manager
Tom Barzee, City Counselor
Crystal Doss, City Clerk
Michael Gentry, Administrative Intern

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

The roll was called. The following councilmembers were present: Jesse Smith, Zachary Clevenger, Adam Roberts, Amie Clarke, Ana Pellumbi, Wesley Graves, Anthony Saper, Lisa Tull.

Roll Call

The meeting opened with the Pledge of Allegiance.

Opening

C. Saper asked that Item #9 Reappointment of Rebecca Welbern to the Hospital Board of Trustees be moved off the consent agenda. C. Saper moved to approve the agenda as amended, seconded by C. Smith. The roll was called, and the vote was as follows: C. Smith, yes – C.

Approval of Agenda

Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes. Motion carried, 8-0.

Gabriella Flores, NKC Equity and Inclusion Commission, stated the EIC held a public Work Session. She stated she would like to go back to the meeting of 6/15 regarding the NKC United Initiative. She stated she would like to restate that the purpose of the initiative was about creating safe spaces for community members and partnering and collaborating with our local businesses. Want to work toward creating a welcoming community for everyone. She then made a request regarding diversity and inclusion training for Council and staff. She stated this kind of training must be ongoing and is a long-term commitment. She urged the Council to go out with a Request for Proposal for this training and look at a Training the Trainer program.

Comments from the Public

Mindy Hart Davis, 21st Avenue, thanked everyone in the room, especially the Mayor and Council, for the problem-solving, solution-focused mindset they are using to work through the hard conversations. It is encouraging that everyone is working together.

The Consent Agenda contained the following items:

Consent Agenda

Approval of Work Session Minutes of June 15, 2021

Approval of Regular Council Meeting Minutes from June 15, 2021

Appointment of Bart German to the North Kansas City Library Board

Appointment of Timothy "Nick" Dean to the North Kansas City Library Board

City-Sponsored Tourism Grant Program Grant: RiverNorth – Spring Pint Path After Event Form

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

Reappointment of Rebecca Welbern to the Hospital Board of Trustees. This item was removed from the Consent Agenda. Discussion ensued. C. Graves moved to approve the reappointment, seconded by C.

Reappointment of Rebecca Welbern to

Clevenger. The roll was called and the vote was as follows: C. Smith, no – C. Clevenger, yes – C. Roberts, no – C. Clarke, no – C. Pellumbi, yes – C. Graves, yes – C. Saper, no – C. Tull, no. Motion failed, 3-5.

the Hospital Board of Trustees

Blue Cross/Blue Shield Maximum Refund Discussion. Interim City Administrator Nakahodo stated that the City has been notified that we have received a Blue Cross Blue Shield Maximum Refund program reimbursement for the calendar year 2020 in the amount of \$248,029. In the past, the Maximum Refund funds received were returned to the City's General Fund. As the Maximum Refund amount reflects funds collected by both the City and the employee, staff would like to recommend that this year the refund be split proportionally between the City and employees. Staff recommends that the employee portion of the refund be applied to the employee contribution of the August 2021 insurance payment as a 'health holiday'. The 'health holiday' refund payment would fully cover participating employees' health insurance copays, allowing employees to retain more of their net pay for both paychecks in August. The balance of the Maximum Refund plan reimbursement would be remitted to the originating fund for future health insurance plan premiums. Staff seeks the City Council's thoughts on this proposed use of the Maximum Refund program reimbursement for the calendar year 2020. Discussion ensued. Council consensus was to use the funds to provide a 'health holiday' for the employees during the month of August.

Blue Cross/Blue Shield Maximum Refund Discussion

RiverNorth Grant Funding Usage Change Request. Interim City Administrator Nakahodo stated that at its May 18, 2021, Regular Meeting, the City Council approved RiverNorth's Pre-Event Application Form for grant funding from April to September 2021. RiverNorth would like to request that a portion of the grant funding be utilized to provide shuttle service for RiverNorth businesses on the weekends. As this use of the grant funding was not mentioned in the Pre-Event Application Form, RiverNorth would like the City Council to consider this new request of the grant funding before implementing the new shuttle service. Discussion ensued. Joe Gauer, RiverNorth, answered Councilmember's questions. C. Smith moved to approve this request, seconded by C. Roberts. The roll was called and the vote was as follows: C. Smith, yes – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes. Motion carried 8-0.

RiverNorth Grant Funding Usage Change Request

Consideration of an Ordinance Adopting and Approving a License Agreement By and Between the City of North Kansas City, Missouri, and

Ordinance No. 9406 – Temporary License

4Sight Group, LLC d/b/a 4 Sight Construction Group for the Temporary Use of Certain Real Property Owned by the City of North Kansas City, Missouri During Construction of the Gallery Lofts Apartment Building {Bill No. 7609 (Ordinance No. 9406)}. Interim City Administrator Nakahodo asked City Counselor Tom Barzee to present this item to Council. Mr. Barzee stated that the general contractor for Gallery Lofts Investor Partner, LP – 4Sight Construction Group, LLC – has requested a license agreement with the City to accommodate the construction of the new Gallery Lofts apartment complex at 1007 Armour Road. The contractor is requesting temporary access to the City-owned property adjacent to the construction site. C. Clarke moved that Bill No. 7609 be placed on first reading, seconded by C. Smith. The roll was called and the vote was as follows: C. Smith, yes – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, abstain. Motion carried 7-0-1. Bill No. 7609 was read. C. Clarke moved that Bill No. 7609 be placed on second and final reading and passed as Ordinance No. 9406, seconded by C. Smith. The roll was called and the vote was as follows: C. Smith, yes – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, abstain. Motion carried 7-0-1. Bill No. 7609 was read. Thereupon Mayor DeLong declared the motion carried and the Bill duly passed. Said Bill was then numbered 9401, was signed and approved by the Mayor and attested by the City Clerk.

Agreement – 4Sight Construction Group, LLC

Consideration of a Resolution Amending the City’s Personnel Manual to Provide for City Residents to Receive Preference in Hiring if They are Equally Qualified with Non-Resident Candidates (Resolution No. 21-053). Interim City Administrator Nakahodo stated that Councilmember Graves has requested that the City’s Personnel Manual be amended to provide that, all things being equal, if there are multiple applicants for a City position, then preference shall be given to a resident of the City. Addition of this section will not require the hiring of an individual not deemed to be qualified or suitable for a City position, and the City Administrator or their designee shall be the sole determiner as to the qualifications of any applicant for a City position other than specifically excepted in the City Code. A resolution adding this language has been prepared for City Council consideration. Discussion ensued. Item died due to lack of a motion.

Resolution No. 21-053 – Establishing a Resident Preference in City Hiring

Elected Officials Training Discussion. Interim City Administrator Nakahodo stated that Councilmember Clarke and Mayor DeLong have requested that the City Council discuss sensitivity training for elected officials. Staff has prepared a memo outlining the training City staff

Elected Officials Training Discussion

undergo and what training is available through the Mid-America Regional Council. Discussion ensued. Consensus was for staff to review options available and bring this back to the Council at a later date.

Juneteenth Federal Holiday. Interim City Administrator Nakahodo stated that on June 17, 2021, President Biden signed into law a bill to make Juneteenth, or June 19, a federal holiday celebrating the end of slavery in the United States. Juneteenth commemorates June 19, 1865, when Union soldiers brought the news of freedom to enslaved Black people in Galveston, Texas – two months after the Confederacy had surrendered and approximately 2-1/2 years after the Emancipation Proclamation freed slaves. Staff is requesting Council direction if the City should observe the new Juneteenth Federal holiday. C. Pellumbi moved to approve June 19th be observed as a new Juneteenth Federal holiday for the City of North Kansas City, seconded by C. Roberts. The roll was called, and the vote was as follows: C. Smith, yes – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes. Motion carried 8-0.

Juneteenth Federal
Holiday

Consideration of a Resolution Amending Rules for the Neighborhood Block Party Grant Program (Resolution No. 21-054). Interim City Administrator Nakahodo stated that on June 19, 2018, via Resolution 18-042, attached, the City Council established a grant program to assist and encourage neighborhoods in North Kansas City in hosting block parties. At its meeting of June 15, 2021, the City Council discussed changes to the originally adopted rules. Now before the Council for approval is a resolution offering amended rules for the Neighborhood Block Party Grant Program. Staff recommends approval. Discussion ensued. C. Roberts moved to approve Resolution No. 21-054, seconded by C. Clarke. The roll was called, and the vote was as follows: C. Smith, yes – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes. Motion carried, 8-0.

Resolution No. 21-054
– Block Party

Consideration of a Resolution Amending the General Fund Budget for Fiscal Year 2020-2021 in the Amount of \$2,000 for the Equity and Inclusion Committee (Resolution No. 21-052). Mayor DeLong stated he was requesting that the Equity and Inclusion Committee be given a \$2,000 budget for community outreach and program expenses. The mission of the North Kansas City Equity and Inclusion Committee is to uphold community values while promoting community involvement for all residents, especially those from historically underrepresented

Resolution No. 21-052
– Budget Amendment
– Equity and Inclusion
Committee

communities. Before the City Council is a budget amendment resolution for the requested amount of \$2,000. Staff recommends approval. C. Roberts moved to approve Resolution No. 21-052, seconded by C. Smith. The roll was called, and the vote was as follows: C. Smith, yes – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes. Motion carried, 8-0.

Consideration of a Resolution Adopting and Amending the American Rescue Plan Fund Budget for Fiscal Year 2020-2021 in the Amount of \$461,180.93 for Eligible Uses Related to the COVID-19 Pandemic (Resolution No. 21-055). Interim City Administrator Nakahodo asked Finance Manager Nick Hawkins to present this item to Council. Mr. Hawkins stated that the City is anticipating receiving \$922,361.85 in federal funds through two equal disbursements to address the COVID-19 pandemic and recovery efforts associated with the pandemic. As a non-entitlement unit, the City will be receiving these funds from the State of Missouri. Staff is recommending the establishment of a separate fund to track eligible uses covered through the American Rescue Plan Act of 2021. The attached resolution creates a new fund to track eligible uses, which will be determined by the Governing Body at a later date. C. Clarke moved to approve Resolution No. 21-055, seconded by C. Roberts. The roll was called, and the vote was as follows: C. Smith, yes – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes. Motion carried, 8-0.

Park Maintenance Building Addition Change Order #1. At its meeting of April 7, 2021, the City Council approved a contract with MegaKC to construct a Parks Maintenance Building addition. The maintenance building addition was originally to have three coiling doors for vehicle entry. Due to height constraints to accommodate the Park Department's Kubota, only one would function efficiently. It therefore is recommended to change all three to sectional doors. This change order results in a cost savings to the project of \$7,380.26. Staff recommends approval of the change order. C. Smith moved to approve the change order, seconded by C. Clarke. The roll was called, and the vote was as follows: C. Smith, yes – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes. Motion carried, 8-0.

Review of North Kansas City Destination Developers Community Improvement District FY 2021-2022 Budget. Consideration of 32nd Avenue Crosswalk Improvements. Interim City Administrator

Resolution No. 21-055
– Budget Amendment
– Establishing the
American Rescue Plan
Fund

Park Maintenance
Building Addition
Change Order #1

Review of North
Kansas City Destination
Developers Community

Nakahodo stated RSMo 67.1471.2, which speaks to the administration of community improvement districts, provides: "No earlier than one hundred eighty days and no later than ninety days prior to the first day of each fiscal year, the board [of the community improvement district] shall submit to the governing body of the city a proposed annual budget to the governing body for review." Legal counsel for the CID has submitted the proposed FY 2021-2022 annual budget for the North Kansas City Destination Developers Community Improvement District for Council review. Staff has no comments to recommend. Staff recommends the governing body communicate to the CID Board that it has reviewed the proposed budget and has no comment. The City Council has no comment regarding the budget.

Improvement District
FY 2021-2022 Budget

Review of 18th & Swift Community Improvement District Budget. Interim City Administrator Nakahodo stated that RSMo 67.1471.2, which speaks to the administration of community improvement districts, provides: "No earlier than one hundred eighty days and no later than ninety days prior to the first day of each fiscal year, the board [of the community improvement district] shall submit to the governing body of the city a proposed annual budget to the governing body for review." Legal counsel for the CID has submitted the proposed FY 2021-2022 annual budget for the 18th & Swift Community Improvement District for Council review. (This CID will be disbanded soon, since its original purpose has been subsumed by other arrangements, but it continues to exist as a legal entity at this moment.) Staff has no comments to recommend. Staff recommends the governing body communicate to the CID Board that it has reviewed the proposed budget and has no comment. The City Council has no comment regarding this budget.

Review of 18th & Swift
Community
Improvement District
Budget

Consideration of an Ordinance Authorizing Payment for Certain Accounts Due and Payable by the City Through July 2, 2021 {Bill No. 7610 (Ordinance No. 9407)}. C. Clarke moved that Bill No. 7610 be placed on first reading, seconded by C. Smith. The roll was called, and the vote was as follows: C. Smith, yes – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes. Motion carried, 8-0. Bill No. 7610 was read. C. Clarke moved that Bill No. 7610 be placed on second and final reading and passed as Ordinance No. 9407, seconded by C. Smith. The roll was called, and the vote was as follows: C. Smith, yes – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes. Motion carried, 8-0. Bill No. 7610 was read. Thereupon Mayor DeLong declared the motion carried and the

Ordinance No. 9407 –
Approving Accounts
Due and Payable by
the City Through July
2, 2021

Bill duly passed. Said Bill was then numbered 9407, was signed and approved by the Mayor and attested by the City Clerk.

Interim City Administrator Nakahodo stated that the Upcoming City Items of Note and the Quarterly Status of City Projects and Purchases Report were in the agenda packet for review.

Staff Comments

C. Smith welcomed Kim Nakahodo to her new role. He thanked Public Works for distributing sidewalk chalk around town.

Councilmembers' Comments

C. Clevenger welcomed the new board appointees to the Library Board. He stated he volunteered for the Arts in the Park event and for the first time ever received a Thank You note for his efforts. C. Clevenger thanked Tina from the YMCA for her presentation at the Work Session. He stated he was in agreement with the need for sensitivity training for the Council.

C. Roberts congratulated Ms. Nakahodo in her new role as Interim City Administrator. He also stated it was National Fried Chicken Day.

C. Clarke stated Ms. Nakahodo is doing a great job in her new role. She thanked the community for their comments at the start of the meeting. C. Clarke stated she was very open to the sensitivity training and stated she was glad the Council voted for the City to recognize Juneteenth as a holiday.

C. Pellumbi also welcomed Ms. Nakahodo to her new role. She thanked Ms. Flores for her comments. C. Pellumbi stated that she is reaching out to anyone in Ward IV who is interested in serving on the Equity and Inclusion Board.

C. Graves stated conversion therapy continues to be legal in 30 states and is legal in North Kansas City. He stated that this therapy should not be allowed in North Kansas City. Mayor DeLong stated he had started the process of banning this therapy at some point last year and an ordinance will be brought to the Council in the near future.

C. Saper stated that the Equity and Inclusion Committee had a well-attended open work session. The Committee will be having some Town Hall meetings and he encourages everyone to attend.

C. Tull thanked Public Works Director Anthony Sands for his work on the alley. She said the alley looked great and is now draining properly.

C. Tull also thanked Public Works for Chalktopia. C. Tull stated that Arts in the Park was wonderful and the retirement party for Eric Berlin was in beautiful in the Parks and Recreation Center. She thanked Human Resource Manager Casey Campbell for her input on sensitivity training.

Mayor DeLong stated that the City is eager for residents to apply for jobs at the City. He also congratulated Ms. Nakahodo on her appointment as Interim City Administrator, as well as Bart German and Nick Dean to the North Kansas City Library Board.

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 Real Estate Matter Pursuant to Missouri Revised Statutes §610.021(2). C. Clevenger moved to go into Executive Session at 8:15 PM, seconded by C. Smith. The roll was called, and the vote was as follows: C. Smith, yes – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes. Motion carried, 8-0.

Executive Session

Consideration of a Request to Hold and Recess Into an Executive Session as Requested by the Interim City Administrator, to be Held on this Date on a Real Estate Matter Pursuant to Missouri Revised Statutes §610.021(2). C. Clevenger moved to go into Executive Session at 8:15 PM, seconded by C. Clarke. The roll was called, and the vote was as follows: C. Smith, yes – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes. Motion carried, 8-0.

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Executive Session

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Executive Session

C. Graves moved to go back into Regular Session and adjourn at 10:35 PM, seconded by C. Pellumbi. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Roberts, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes. Motion carried, 5-0.

Adjournment

Council Adjourned

Mayor

Attest:

City Clerk

Approved this 20th Day of July 2021

Minutes of the North Kansas City, Missouri City Special Council Meeting of July 13, 2021

The City Council met in a Special Council Meeting on Tuesday, July 13, 2021, in the North Kansas City Council Chambers at 6:00 PM.

The following were present:

Mayor: Bryant DeLong
Councilmembers: Wesley Graves -- Absent
Anthony Saper
Jesse Smith
Lisa Tull
Zachary Clevenger
Adam Roberts
Amie Clarke
Ana Pellumbi -- Absent

Staff Present: Kim Nakahodo, Interim City Administrator
Tom Barzee, City Counselor

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

Consideration of a Request to Hold and Recess Into an Executive Session, as Requested by the Interim City Administrator, to be Held on this Date, on a Real Estate Matter Pursuant to Missouri Revised Statutes §610.021(2). C. Clevenger moved to go into closed session at 6:02 PM, seconded by C. Smith. The roll was called, and the vote was as follows: C. Smith, yes – C. Clevenger, yes – C. Roberts, yes – C. Saper, yes – C. Tull, yes. Motion carried, 5-0.

Executive Session

C. Saper moved to go back into Regular Session and adjourn at 8:05 p.m., seconded by C. Tull. The roll was called, and the vote was as follows: C. Smith, yes – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Saper, yes – C. Tull, yes. Motion carried, 6-0.

Adjournment

Council Adjourned

Mayor

Attest:

City Clerk

Approved this 20th day of July 2021

MEMORANDUM



TO: Honorable City Council
FROM: Mayor Bryant DeLong
DATE: July 20, 2021
RE: Board Appointment

The following board appointment will be on the July 20, 2021, agenda for your consideration and approval:

City Planning Commission

Appointment of Sarah Sheckells, to fulfill the unexpired term of Johnathan Barnes, who resigned, term to expire November 13, 2022

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: Sarah Sheckells Date: 6/20/2021

Address: 1209 E 23rd Avenue

City: North Kansas City State: MO Zip: 64116

Phone Number: 816-885-2361 E-Mail: sarahannb33@yahoo.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 am interested in serving on a board or commission for a few reasons. The biggest reason is being able to contribute and make an impact in my community. I plan on living in North Kansas City for a long time and how my city grows and moves into the future is extremely important to me. Making North Kansas City a city for the future is also very important to me.

I am interested in serving on the planning commission specifically as a resident. I can make decisions that I believe to be best for the future of North Kansas City. I think seeing the big picture for resident and business growth is important, especially without personal or outside interest.

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*).

Since moving to NKC 7 years ago I have tried to stay up to date on the planning and progress of the city council and various boards and committees. I have advocated for the Complete Streets project and the Master Bike Plan. I have served as Assistant Executive Director for the RiverNorth Business League. I have also served on the planning board for Pint Path NKC for several years. By serving on a board or commission I hope to increase my community involvement.

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

I am available Thursdays at 3pm or later, every other weekday evening at 7pm or later. Those times can be flexible with notice dependent on my work schedule.

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!

Resolution of Appreciation
Honoring

Johnathan Barnes

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, Johnathan Barnes has been one such citizen volunteer, who was first appointed by the Mayor of the City of North Kansas City, Missouri, to the City Planning Commission in October 2014 and has continued to serve until July 2021; and

Whereas, Mr. Barnes is a loyal and dedicated citizen of the City of North Kansas City, Missouri; and

Whereas, Mr. Barnes has served the City's residents and businesses with dedication and professionalism since his appointment to the City Planning Commission, during which time he advanced the best interests of the City; and

Whereas, Mr. Barnes has contributed freely of his 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 Johnathan Barnes for his 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 Johnathan Barnes as an expression of appreciation for Mr. Barnes and as a means of honoring him for his service to the community.

Done in my office this 15th day of July in the year of two thousand and twenty-one.

Bryan DeLong, *Mayor*

MEMORANDUM

TO: Mayor and City Council Members

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

RE: *Parking Lot Lease between the City and the First Christian Church of North Kansas City, Missouri*

DATE: July 20, 2021

CC: Kim Nakahodo, *Interim City Administrator*

PURPOSE: The purpose of the attached ordinance, if passed by the City Council and approved by the Mayor, is to enter into a new Parking Lot Lease between the City of North Kansas City, Missouri (the “**City**”) and the First Christian Church of North Kansas City, Missouri (the “**Christian Church**”) for the City’s continued use of the parking lot that has been leased by the Christian Church to the City for a number of years—the lot being generally located at 2111 Fayette in the City of North Kansas City, Missouri and highlighted in blue on the aerial photograph below.



Mayor and City Council

Re: Lease with Christian Church
for use of Parking Lot

July 20, 2021

Page 2

REMARKS: There are no substantive changes to the attached Lease from the one executed by the parties in 2018. The City has been advised that the Christian Church is agreeable to entering into a new lease and, by so doing, the City and the Christian Church will continue their relationship with one another for a minimum of one additional year and potentially for an additional three (3) years. Annual rent will remain at \$3,500 and the initial term of the attached new lease will be for one year, commencing October 1, 2021, with the City being granted two automatic one-year extensions of the lease under the same terms and conditions unless the City gives written notice of its intent not to extend the lease for either or both of the one year extension periods at least one hundred twenty (120) days prior to the end of the initial term or any extended term.

I trust you will find all to be in order, but should you have any questions or comments, please do not hesitate to contact me.

BILL NO. 7611

ORDINANCE NO. 9408

AN ORDINANCE ADOPTING AND APPROVING A PARKING LOT LEASE BY AND BETWEEN THE CITY OF NORTH KANSAS CITY, MISSOURI [AS LESSEE], AND THE FIRST CHRISTIAN CHURCH OF NORTH KANSAS CITY, MISSOURI [AS LESSOR] FOR THE LEASE OF A CERTAIN PARKING LOT GENERALLY LOCATED AT 2011 FAYETTE IN THE CITY OF NORTH KANSAS CITY, MISSOURI.

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

WHEREAS, the City desires to lease a certain parking lot located generally at 2011 Fayette in North Kansas City, Clay County, Missouri, for the public purpose of obtaining additional parking adjacent to the City’s downtown commercial district for the use by the public under the terms and conditions set forth in the Parking Lot Lease (the “**Agreement**”) between the City and the First Christian Church of North Kansas City, Missouri (the “**Christian Church**”) attached hereto; and

WHEREAS, the City desires to enter into the Agreement with the Christian Church for the lease of the therein described real property for parking purposes.

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

Section 1. Authorization of Agreement. The City Council hereby finds and determines that it is in the best interests of the City and its citizens to enter into the Parking Lot Lease with the Christian Church for the leasing of the parking lot located generally at 2011 Fayette in North Kansas City, Missouri, for the public use purposes described more fully in the Agreement, which Agreement shall be in substantially the form of “**Exhibit 1**”, attached hereto and incorporated herein by reference. The Agreement is hereby approved and authorized. The City is hereby authorized to pay the costs associated with the Agreement (including, but not limited to, the annual rent payment), provided that such costs do not exceed the amounts set forth in the Agreement.

Section 2. Further Authority. The City shall, and the mayor, city clerk, city officials and employees of the City are hereby authorized and directed to take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 3. 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 4. Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 5. 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 20th day of July, 2021.

Bryant DeLong, *Mayor*

ATTEST:

Crystal Doss, *City Clerk*

APPROVED this 20th of July, 2021.

Bryant DeLong, *Mayor*

APPROVED AS TO FORM:

Anthony Bologna, *City Attorney*

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

EXHIBIT “1”

PARKING LOT LEASE

THIS LEASE is made effective as of the ____ day of July, 2021, by and between the FIRST CHRISTIAN CHURCH OF NORTH KANSAS CITY, MISSOURI, a Missouri corporation (“**Lessor**”), and the CITY OF NORTH KANSAS CITY, MISSOURI, a Missouri municipal corporation (“**Lessee**”), located at 2010 Howell, North Kansas City, Missouri 64116.

RECITALS

A. Lessor holds good and clear record and marketable fee simple title to the parking lot located at 2011 Fayette in the City of North Kansas City, Missouri, together with (a) all improvements presently located on such lands; and (b) all easements and appurtenances now or hereafter benefiting the land, if any (all, collectively, the “**Land**”). The parking lot is generally highlighted in blue on the attached aerial photograph, marked “**Exhibit A**”.

B. Lessor desires to lease the Land to Lessee, and Lessee desires to Lease the Land from Lessor.

C. The parties desire to enter into this lease to set forth their rights and obligations relating to the Land.

NOW, THEREFORE, in consideration of the covenants and agreements of the parties contained in this lease, and in exchange for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of all of which are acknowledged, Lessor and Lessee agree as follows:

AGREEMENT

1. LEASING OF THE LAND.

Lessor hereby leases the Land to Lessee and Lessee leases the Land from Lessor, for the term defined in this lease, and upon all the terms and conditions of this lease.

2. TERM.

(a) Original Term. The term of this Lease (the “**Term**”) shall commence on the 1st day of October, 2021. The Term shall continue until 11:59 p.m. on the first (1st) anniversary of the commencement of this Lease.

(b) Extended Term or Terms. Lessee may extend this Lease for two (2) successive individual extended terms of one (1) year each. Each successive Extended Term shall be considered to be exercised by Lessee unless Lessee notifies Lessor by written notice of its intention not to extend this Lease at least one hundred twenty (120) days prior to the end of the existing term. In the event Lessee elects not to exercise any such Extended Term, then all succeeding Extended Terms shall be terminated. Each Extended Term shall be upon all of the terms and conditions hereof.

3. RENT.

In consideration of the demise and leasing of the said premises by the Lessor, Lessee agrees to and shall pay to Lessor the sum of Three Thousand Five Hundred Dollars (\$ 3,500.00) per annum payable in one annual installment.

4. USE.

Lessee shall occupy and use the premises as herein provided for the general purpose of parking motor vehicles for use by the public. Lessor hereby authorizes and permits Lessee, together with any agent, officer, official, servant, employee, resident, visitor, invitee, and/or

customer or employees of any business to use the described parking lot at all times during the term of this Lease.

5. POSSESSION OF THE LAND.

Inasmuch as Lessee's primary use of said Land will be for parking purposes during the days of Monday through Friday, inclusive, Lessor shall maintain the right to use said parking lot for Lessor's purposes on Sunday—as presently being used by Lessor. Lessor primarily uses said parking lot on Sundays. Lessee's use of said parking lot shall, therefore, be non-exclusive. In addition, Lessor reserves the right to use the parking lot on the Land from time to time for special purposes and events in connection with Lessor's church-related activities, provided, however, that Lessor shall give Lessee written notice at least thirty days prior to any such special purpose or event, and Lessor's use of the parking lot for special purposes or events shall not be for more than two days in any one calendar month or more than five days each calendar year.

6. INDEMNITY AND PUBLIC LIABILITY.

Lessor covenants at all times to save Lessee harmless from all loss, liability, costs or damages that may occur or be claimed with respect to any person or persons, corporation, property or chattels on or about the aforesaid parking lot, or to the parking lot itself resulting from any act done or omission by or through the Lessor, its agents, employees, invitees, or any person on the premises by reason of the Lessor's use or occupancy or resulting from Lessor's possession of said property and any and all loss, costs, liability, or expense resulting therefrom. Moreover, Lessee covenants at all times to save Lessor harmless from all loss, liability, costs or damages that may occur or be claimed with respect to any person or persons, corporation, property or chattels on or about the aforesaid parking lot, or to the parking lot itself resulting from any act done or omission by or through the Lessee, its agents, employees, invitees, or any

person on the premises by reason of the Lessee's use or occupancy or resulting from Lessee's possession of said property and any and all loss, costs, liability, or expense resulting therefrom.

7. INSURANCE.

For its uses and purposes, Lessee agrees to maintain liability insurance in the minimum amount of \$1,000,000 per occurrence on the aforesaid parking lot during the term of this lease. Moreover, for its uses and purposes, Lessor also agrees to maintain liability insurance in the minimum amount of \$1,000,000 per occurrence on the aforesaid parking lot during the term of this lease. Each party shall name the other as an additional named insured under that party's liability insurance coverage, shall not permit any cancellation of the insurance coverage without at least thirty (30) days' notice to the other party, and shall provide the other party with a certificate of insurance or other reasonable evidence of such insurance from time to time upon request.

8. ASSIGNMENT AND SUBLEASE.

Lessee shall not assign, transfer, or encumber this Lease, and shall not sublease the premises or any part thereof or allow any other person to be in possession thereof without the prior written consent of Lessor.

9. SIGNS AND ADVERTISEMENTS.

Lessee shall be allowed to post appropriate signage identifying the parking lot as a public parking lot during business hours Monday through Friday. Lessee shall not otherwise put upon or permit to be put upon any part of the premises, any other signs, billboards or advertisements whatever, without written consent of Lessor. Lessor agrees not to post any signs at the parking lot indicating that the parking lot is private property. Additionally, Lessor may retain signage on the parking lot to indicate the parking lot is available for use by Lessor at the times reserved for

Lessor herein. If mutually agreeable, Lessor's and Lessee's signage may be combined to indicate both parties' usage. In any event, all signage for the parking lot shall be subject to Lessor's prior approval.

10. MAINTENANCE OF PARKING LOT.

Lessee shall be responsible for maintaining the parking lot area in good condition, ordinary wear and tear excepted. Major expenses, including, but not limited to, any reconstruction of the parking lot or any overlay of the parking lot shall not be deemed to be maintenance and shall not be the responsibility of Lessee.

11. ACCEPTANCE, MAINTENANCE AND REPAIR.

Subject to the provisions of paragraph 10 hereinabove, Lessee has inspected and knows the general condition of the parking lot and accepts the same in its present condition. In addition to the maintenance requirements of paragraph 10, Lessee shall keep the parking lot and surrounding areas of the Land and adjacent areas owned or leased by Lessee clean and sightly and free of trash and debris, and with all grass in such areas well-mowed and trimmed. Lessee shall provide seven days per week snow removal service for the said parking lot during the term of this Lease, which at a minimum shall be performed whenever snow depth reaches three inches. All maintenance and repairs required by the Lease to be performed by Lessee shall be at Lessee's sole cost and expense unless otherwise expressly provided in the Lease.

12. DAMAGE BY CASUALTY.

In case, during the term created, the premises hereby let shall be destroyed or shall be so damaged by fire or other casualty, as to become unusable for Lessee's purposes, then in such event, at the option of the Lessee, the term hereby created shall cease, and this Lease shall become null and void from the date of such damage or destruction, and the Lessee shall

immediately surrender said premises and all interest therein to Lessor, and Lessor shall reimburse the pro-rata share of the rent already paid by Lessee, but not yet used.

13. ALTERATIONS.

Lessee has constructed on the parking lot security lighting at the cost of Lessee. Upon termination of the lease, Lessee shall allow said security lighting to remain on the premises and Lessor shall thereupon be responsible for all future maintenance, costs and expenses associated with such lighting, including electricity charges. Lessee shall not make any other alterations or additions to the premises without the prior written consent of Lessor. Except as otherwise herein provided, Lessee shall not make any alterations or additions in or to the premises, without the prior written consent of Lessor.

14. UTILITIES AND SERVICES.

The cost of electricity for lighting the parking lot during the term of this lease shall be paid by the Lessee. Lessor shall furnish and pay for any other utilities or services used in or assessed against the Land and parking lot, unless otherwise herein expressly provided.

15. PUBLIC REQUIREMENTS.

The parties shall each comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the premises or the use thereof, and shall save each other harmless from expense or damage resulting from failure to do so.

16. EMINENT DOMAIN.

If the premises or any substantial part thereof shall be taken by any competent authority under the power of eminent domain or be acquired for any public or quasi-public use or purpose, the term of this Lease shall cease and terminate upon the date when the possession of said premises or the part thereof so taken shall be required for such use or purpose and without

apportionment of the award, and Lessee shall have no claim against Lessor for the value of any unexpired term of this lease. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of Lessor's land, or if the grade of any street or alley adjacent to the Land is changed by any competent authority and such change of grade makes it necessary or desirable to remodel the parking lot to conform to the changed grade, Lessor shall have the right to cancel this lease after having given written notice of cancellation to Lessee not less than ninety (90) days prior to the date of cancellation designated in the notice. In either of said events, rent at the then current rate shall be apportioned as of the date of the termination. No money or other consideration shall be payable by the Lessor to the Lessee for the right of cancellation, and the Lessee shall have no right to share in the condemnation award or in any judgment for damages caused by the taking or the change of grade. Nothing in this paragraph shall preclude an award being made to Lessee for losses attributable to a tenant of real property taken by the power of eminent domain.

17. **ENTIRE AGREEMENT.**

This Lease contains the entire agreement between the parties, and no modification of this Lease shall be binding upon the parties unless evidenced by an agreement in writing, signed by the Lessor and Lessee after the date hereof.

18. **GOVERNING LAW.**

This agreement shall be governed by the laws of the State of Missouri.

19. **SUBROGATION.**

As part of the consideration of this Lease, each of the parties hereto does hereby release the other party hereto from all liability for damage due to any act or neglect of the other party (except as herein provided) occasioned to property owned by said parties which is or might be

incident to or the result of a fire or any other casualty against loss for which either of the parties is now carrying or hereafter may carry insurance; provided, however, that the releases herein contained shall not apply to any loss or damage occasioned by the willful, wanton or premeditated negligence of either of the parties hereto, and the parties hereto further covenant that any insurance that they obtain on their respective properties shall contain an appropriate provision whereby the insurance company, or companies, consent to the mutual release of liability contained in this paragraph.

20. SUCCESSORS.

The provisions, covenants and conditions of this Lease shall bind and inure to the benefit of the legal representatives, heirs, successors and assigns of each of the parties hereto, except that no assignment or subletting by Lessee without the written consent of Lessor shall vest any right in the assignee or sublessee of the Lessee.

21. QUIET POSSESSION.

Lessor agrees that so long as Lessee fully complies with all of the terms, covenants and conditions herein contained on Lessee's part to be kept and performed, Lessee shall and may peaceably and quietly have, hold and enjoy the said premises for the term aforesaid, it being expressly understood and agreed, however, that the aforesaid covenant of quiet enjoyment shall not exclude Lessor from the use of the aforesaid parking lot in the same general manner as the parking lot has previously been used by the Lessor.

22. WAIVER.

The rights and remedies of the Lessor under this lease, as well as those provided or recorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies hereunder or allowed by law. A waiver by Lessor of any breach or breaches, default or defaults

of Lessee hereunder shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default, and it is agreed that the acceptance by Lessor of any installment of rent subsequent to the date the same should have been paid hereunder, shall in no manner alter or affect the covenant and obligation of Lessee to pay subsequent installments of rent promptly upon the due date thereof.

23. **NOTICES.**

Any notice hereunder shall be sufficient if delivered personally or if sent by registered or certified mail, addressed to Lessee at City Hall, 2010 Howell, North Kansas City, Missouri, and to Lessor where rent is payable.

24. **COVENANTS RUN WITH THE LAND.**

All covenants, conditions and agreements herein contained shall run with the premises hereby leased and shall be binding upon and inure to the benefit of the Lessor and Lessee and their respective successors and assigns.

25. **VALIDITY.**

If any clause or provision of this Agreement is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the parties that the remainder of this Lease shall not be affected, and that in lieu of any such clause or provision, there shall be added as a part hereof a substitute clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible unless any such clause or provision shall cause the basic considerations hereunder to fail.

IN WITNESS WHEREOF, said parties hereunto subscribed their names, executed in duplicate.

CITY OF NORTH KANSAS CITY, MISSOURI

FIRST CHRISTIAN CHURCH OF
NORTH KANSAS CITY

Don Stielow
Mayor

Jeff Tennant
President

ATTEST:

ATTEST:

Crystal Doss, *City Clerk*

Nancy Tennant, *Secretary*

LESSEE

LESSOR

Exhibit "A"

Parking Lot Lease

Between the City of North Kansas City and the First Christian Church of North Kansas City



MEMORANDUM

TO: Mayor and City Council Members

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

RE: *Lease Extension and Modification Agreement for Vacant Space at 1802-1820 Jasper in North Kansas City, Missouri*

DATE: July 20, 2021

PURPOSE: The purpose of the ordinance is to consider approving a standard form extension and modification agreement provided to the City of North Kansas City, Missouri (the “**City**”) by 243 Jasper, LLC (“**Landlord**”), successor-in-interest to Northtown Devco, regarding the City’s lease from Landlord of approximately 3,185 square feet at 1802-1820 Jasper for parking purposes on the property adjoining the City’s Buildings and Grounds building. This is the small easternmost portion of the Landlord’s building located immediately east of the Building and Grounds building on the aerial photo below shaded in red.

REMARKS: It should be noted that the extension and modification agreement being proposed will extend the lease for an additional five years to and including August 31, 2026. Please note that the annual rental payment will remain One Dollar (\$1.00) per year, payable in advance on the 1st day of each September. I have confirmed with Anthony Sands the importance of and the continued need to lease this property for City parking purposes.



AN ORDINANCE ADOPTING AND APPROVING AN INDUSTRIAL LAND LEASE EXTENSION AND MODIFICATION AGREEMENT FOR REAL PROPERTY BY AND BETWEEN THE CITY OF NORTH KANSAS CITY, MISSOURI (AS LESSEE), AND 243 JASPER, LLC, SUCCESSOR IN INTEREST TO NORTHTOWN DEVCO (AS LESSOR), REGARDING THE LEASE OF VACANT LAND ADJOINING 1802-1830 JASPER IN THE CITY OF NORTH KANSAS CITY, MISSOURI.

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

WHEREAS, the City desires to amend its Lease Agreement with 243 Jasper, LLC, successor-in-interest to Northtown Devco, for the lease of approximately 3,185 square feet of real property located west of the building identified as 1802-1830 Jasper in North Kansas City, Clay County, Missouri, for the purpose of being used as part of an existing City parking lot; and

WHEREAS, this Industrial Lease Extension and Modification Agreement to the Lease Agreement extends the lease term for five additional years.

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 interest of the City of North Kansas City, Missouri, to approve the Extension and Modification Agreement (the “**Amendment**”) to the Lease Agreement with 243 Jasper, LLC successor-in-interest to Northtown Devco for the purpose of extending the term of the current lease agreement, as previously extended, by a period of five years regarding 3,185 square feet of real property west of a certain building located generally at 1802-1830 Jasper in North Kansas City, Missouri. A copy of the Amendment is attached hereto, marked Exhibit “1” and is incorporated herein by reference.

Section 2. Authorization of Agreement. The provisions of said extension and modification agreement, together with the accompanying Commercial Agency and Brokerage Disclosure Addendum (the “**Addendum**”), 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 Agreement and the Addendum on behalf of the City of North Kansas City, Missouri. The City Council hereby authorizes the City to enter into the Amendment with 243 Jasper, LLC, successor-in-interest to Northtown Devco, regarding the lease of the property described, which Amendment shall be in substantially the form of Exhibit 1, attached hereto. The rent payments are hereby authorized.

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, which shall include, but is not limited to, execution of the Amendment, a copy of which is attached hereto.

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 20th day of July, 2021.

Bryant DeLong, *Mayor*

ATTEST:

Crystal Doss, *City Clerk*

APPROVED this 20th day of July, 2021.

Bryant DeLong, *Mayor*

Approved as to form:

Anthony W. Bologna, *City Attorney*

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

EXHIBIT “1”



COMMERCIAL AGENCY AND BROKERAGE DISCLOSURE ADDENDUM

SELLER/LANDLORD: 243 Jasper, LLC, a Missouri limited liability company

BUYER/TENANT: CITY OF NORTH KANSAS CITY, MISSOURI, a third class city and political subdivision of the State of Missouri

PROPERTY ADDRESS: 3,185± square feet of vacant space at 1802-1830 Jasper, North Kansas City Clay Missouri 64116
Street Address City County State Zip

DATE OF CONTRACT: _____

THE FOLLOWING DISCLOSURE IS MADE IN COMPLIANCE WITH MISSOURI AND KANSAS REAL ESTATE LAWS AND RULES AND REGULATIONS. APPLICABLE SECTIONS BELOW MUST BE CHECKED, COMPLETED, SIGNED AND DATED FOR BOTH SELLER AND BUYER

Seller/Landlord and Buyer/Tenant acknowledge that the real estate Licensee involved in this transaction may be acting as agents of the Seller/Landlord, agents of the Buyer/Tenant, Transaction Brokers or (in Missouri only) Disclosed Dual Agents. **LICENSEES ACTING AS AN AGENT OF THE SELLER/LANDLORD HAVE A DUTY TO REPRESENT THE SELLER'S/LANDLORD'S INTEREST AND WILL NOT BE THE AGENT OF THE BUYER/TENANT. INFORMATION GIVEN BY THE BUYER/TENANT TO A LICENSEE ACTING AS AN AGENT OF THE SELLER/LANDLORD WILL BE DISCLOSED TO THE SELLER/LANDLORD. LICENSEES ACTING AS AN AGENT OF THE BUYER/TENANT HAVE A DUTY TO REPRESENT THE BUYER'S/TENANT'S INTEREST AND WILL NOT BE AN AGENT OF THE SELLER/LANDLORD. INFORMATION GIVEN BY THE SELLER/LANDLORD TO A LICENSEE ACTING AS AN AGENT OF THE BUYER/TENANT WILL BE DISCLOSED TO THE BUYER/TENANT. LICENSEES ACTING IN THE CAPACITY OF A TRANSACTION BROKER ARE NOT AGENTS FOR EITHER PARTY AND DO NOT ADVOCATE THE INTERESTS OF EITHER PARTY. LICENSEES ACTING AS DISCLOSED DUAL AGENTS ARE ACTING AS AGENTS FOR BOTH THE SELLER/LANDLORD AND THE BUYER/TENANT. (Note: A separate Dual Agency Disclosure Addendum is required). SELLER/LANDLORD AND BUYER/TENANT HEREBY ACKNOWLEDGE THAT THE BROKERAGE RELATIONSHIPS WERE DISCLOSED TO THEM OR THEIR RESPECTIVE AGENTS AND/OR TRANSACTION BROKERS NO LATER THAN THE FIRST SHOWING, UPON FIRST CONTACT, OR IMMEDIATELY UPON THE OCCURRENCE OF ANY CHANGE TO THAT RELATIONSHIP.**

Licensee Assisting Seller/Landlord is acting as: (Check applicable)

- Seller's/Landlord's Agent
- Designated Seller's/Landlord's Agent (Supervising Broker acts as Transaction Broker)
- Transaction Broker
- Disclosed Dual Agent **(Missouri only-Disclosed Dual Agency Addendum is required)**
- N/A-Seller(s) is not represented
- Sub Agent

Licensee Assisting Buyer/Tenant is acting as: (Check applicable)

- Seller's/Landlord's Agent
- Buyer's/Tenant's Agent
- Designated Seller's/Landlord's Agent (Supervising Broker acts as Transaction Broker)
- Designated Buyer's/Tenant's Agent (Supervising Broker acts as Transaction Broker)
- Transaction Broker
- Disclosed Dual Agent **(Missouri only-Disclosed Dual Agency Addendum is required)**
- N/A, Buyer(s) is not represented
- Sub Agent

PAYMENT OF COMMISSION: All licensees(s) indicated above will be paid a commission at closing of the sale of the property as follows: (check applicable paragraph)

- Seller/Landlord to Pay all Licensees.** All Licensees(s) will be paid from the Seller's funds at closing according to the terms of the Listing or other Commission Agreement.
- Buyer/Tenant to Pay Buyer's Agent.** Seller/Landlord's Licensee, if any, will be paid from the Seller's funds at closing according to the terms of the Listing Agreement. Buyer/Tenant's Agent will be paid from the Buyer's funds according to the terms of the Buyer/Tenant Agency Agreement.

CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING. THE PARTIES EXECUTING THIS CONTRACT REPRESENT AND WARRANT THAT THEY ARE LEGALLY AUTHORIZED TO DO SO. Licensees hereby certify that they are licensed to sell real estate in the state in which the Property is located.

By:243 Jasper, a Missouri limited liability company

By: Northtown Manager, LLC, as Manager

SELLER/LANDLORD DATE

BUYER/TENANT DATE

SELLER/LANDLORD DATE

BUYER/TENANT DATE

LICENSEE ASSISTING SELLER/LANDLORD DATE

LICENSEE ASSISTING BUYER/TENANT DATE

**INDUSTRIAL LEASE
EXTENSION & MODIFICATION AGREEMENT**

THIS INDUSTRIAL LEASE EXTENSION & MODIFICATION AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2021, by and between 243 Jasper LLC, a Missouri limited liability company, successor-in-interest to NORTHTOWN DEVCO, a Missouri General Partnership, hereinafter referred to as "Landlord," and CITY OF NORTH KANSAS CITY, MISSOURI, a third class city and political subdivision of the State of Missouri, hereinafter referred to as "Tenant."

WHEREAS, NORTHTOWN DEVCO, Landlord's predecessor-in-interest, demised to Tenant and Tenant leased from Landlord certain premises describes as 3,185± square feet of vacant space at 1802-1830 Jasper Street (the "Premises"), as outlined in red on Exhibit "A" attached hereto and incorporated herein by reference in North Kansas City, Clay County, Missouri by Lease dated April 4, 2003, as amended by various Industrial Lease Extension and Modification Agreements (collectively the "Lease"), and

WHEREAS, the parties hereto desire to extend the term of the Lease upon the terms and conditions as hereinafter set forth,

NOW, THEREFORE, in consideration of mutual covenants, the parties hereto agree as follows, to be effective August 31, 2021:

1. TERM. The Term of this Lease shall be extended beyond its scheduled expiration date of August 31, 2021, for an additional period of five (5) years beginning September 1, 2021, and expiring August 31, 2026 (the "Extended Term").

2. RENT. During the Extended Term, Tenant shall pay rent to Landlord at the address of 243 Jasper, LLC, 1828 Swift, Suite 203, North Kansas City, MO 64116, or elsewhere as designated from time to time by Landlord's notice the sum of One and no/100 Dollars (\$1.00) annually, in advance of the 1st day of each September.

3. Section 13 (INSURANCE), of the Lease shall be deleted and replaced with the following:

(a) Coverages Required. Tenant, at Tenant's expense, shall maintain (i) property insurance in the form of the standard Insurance Services Offices ("ISO") Special Form Policy or equivalent in an amount equal to and not less than the full replacement value of any improvements made by Tenant on the Premises after the effective date hereof without offset for depreciation; (ii) Commercial General Liability Coverage ("CGL") in an amount of One Million and 00/100 Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage per occurrence, with a Three Million and 00/100 Dollars (\$3,000,000.00) aggregate limit for all occurrences within each policy year for the specific Premises and Three Million and 00/100 Dollars (\$3,000,000.00) products/completed operations aggregate, or such amounts as Landlord may reasonably require from time to time; (iii) Umbrella Coverage in an amount of Five Million and 00/100 Dollars (\$5,000,000.00); (iv) State Workers' Compensation Insurance in the statutorily mandated limits and Employers Liability Insurance of not less than One Million and 00/100 Dollars (\$1,000,000.00) for each accident, a disease policy in the amount of One Million and 00/100 Dollars (\$1,000,000.00) per employee or such greater amounts as Landlord may require covering all persons employed by Tenant; (v) Business Automobile Liability Insurance covering owned, non-owned, and hired vehicles in an amount of One Million and 00/100 Dollars (\$1,000,000.00) per accident; (vi) all risk or special form coverage protecting Tenant against loss of or damage to Tenant's alterations, improvements and additions and any other business related personal property on or about the Premises, to the full replacement value of the property so insured; and (vii) such other insurance as Landlord may reasonably require from time to time.

(b) Conditions of Policies. For the purposes of this Section 13(b), "Landlord" shall be defined to include Landlord, its manager (Northtown Manager, LLC), member, member's partners, partners of member's partners,

affiliates and NT Realty, Inc. (i) Tenant's liability insurance shall be written on an "occurrence" basis and not a "claims made" basis. (ii) Tenants property insurance covering Tenants improvements and betterments, shall be on a replacement cost basis and provide coverage under a Special Cause of Loss (All-Risk) form. (iii) Any policy issued to Landlord providing duplicate or similar coverage shall be deemed excess over Tenant's policies. The policy or policies shall name Landlord, its manager (Northtown Manager, LLC), member, member's partners, partners of member's partners, affiliates and NT Realty, Inc., as additional insureds on a primary and non-contributory basis and shall be payable to Landlord with a waiver of subrogation clause in favor of the Landlord. (iv) The policy or policies shall be issued by insurance companies with a minimum Best's rating of A during the Term; shall not be cancelable without thirty (30) days' prior written notice of such cancellation given to Landlord, and no certificate shall be acceptable which limits an insurer's obligation to merely "endeavor" or "attempt" to give such notice. Tenant shall provide a certificate of liability insurance on ACORD Form 25 and a certificate of property insurance including Tenants improvements and betterments on ACORD Form 28, which shall be delivered to Landlord annually at least thirty (30) days prior to each renewal of said insurance. (v) Tenant shall be solely responsible for obtaining any property insurance for Tenant's goods, commodities and materials stored by Tenant in or about the Premises. (vi) Tenant shall be solely responsible for paying any deductibles associated with any insurance it obtains. (vii) Failure of Tenant to comply with the covenants and conditions stated herein shall be a default under the Lease and shall constitute grounds for termination of the Lease by Landlord."

4. Section 14 (Landlord's Liability), of the Lease shall be deleted and replaced with the following:

"(a) Liability of Landlord. Neither Landlord, nor its employees, attorneys, agents, manager (Northtown Manager, LLC), member, member's partners, partners of member's partners, affiliates or NT Realty, Inc. shall be liable or responsible in any way for, and Tenant hereby releases and relieves them from and waives as against them, any and all claims and losses with respect to or arising out of (A) any death, injury or loss of any nature whatsoever that may be suffered or sustained by Tenant, its employees, licensees, invitees, agents or contractors or any other person or interruption of business, or loss of use occurring to Tenant or any Tenant party or any other person claiming by, through or under any of them, in or about or arising out of the Premises, or (B) for any loss, damage or injury to any property outside or within the Premises belonging to Tenant or its employees, licensees, invitees, agents or contractors or any other person from any causes whatsoever, other than as a result of Landlord's recklessness or willful misconduct. . Without limiting the generality of the foregoing, Landlord, its employees, attorneys, agents, manager (Northtown Manager, LLC), member, member's partners, partners of member's partners, affiliates and NT Realty, Inc. shall not be liable for any damage or damages of any nature whatsoever to persons or property caused by any fire, snow, other casualty, accident or occurrence, or event or condition in or upon the Premises; any defect in or failure of walkways or paved areas of the Premises; natural physical conditions on the Premises, whether on the surface or underground, including instability, moving, shifting, settlement of ground, or displacement of materials by fire, water, windstorm, tornado, or other physical event; any fire, sewage, sewage gas, odors, water, rain, snow, ice or frost happening, or issue or flow from, any part of the Premises from the drains, underground pipes and plumbing, sewer, or installation of same, or from any other place or quarter; the breaking, bursting, stopping, leaking, or disrepair of any underground pipes and plumbing, wires, installations and equipment, or any utility services and systems; latent or patent defects in the Premises; any acts or omissions of other persons; any acts or omissions of Landlord, its employees, attorneys, agents, manager (Northtown Manager, LLC), member, member's partners, partners of member's partners, affiliates or NT Realty, Inc.; and theft, Act of God, civil commotion, public enemy, terror, injunction, riot, strike, insurrection, war, court order, or any other of any Governmental Entity having jurisdiction over the Premises or any other cause beyond the reasonable control of the Landlord. In addition, neither Landlord nor its employees, attorneys, agents, manager (Northtown Manager, LLC), member, member's partners, partners of member's partners, affiliates or NT Realty, Inc. shall be liable for any loss or damage for which Tenant is required to insure, or for any loss or damage resulting from any construction, alterations or repair required or permitted to be performed by Tenant under this Lease.

(b) Indemnity by Tenant. Tenant shall defend, indemnify and hold Landlord, its employees, attorneys, agents, manager (Northtown Manager, LLC), member, member's partners, partners of member's partners, affiliates and NT Realty, Inc. (collectively, the "Indemnitees") harmless from and against any and all demands, causes of action, judgments, costs, expenses, losses, damages (including consequential and punitive damages), claims, or liability for any damage to any property or injury, illness or death of any person (A) relating to or occurring in, on, or about, or arising from the Tenant's use or occupancy of, the Premises, or any part thereof, arising at any time and from any cause whatsoever including any environmental claims; (B) occurring in, on or about any part of the surrounding area

other than the Premises, when such damage, injury, illness or death shall be caused in whole or in part by any act, omission, negligence, or willful or criminal misconduct of Tenant, its employees, licensees, invitees, agents or contractors (including, without limitation, when such damage, injury, illness or death shall have been caused in part by any of the Indemnitees); or (C) arising out of or in any way related to claims for work or labor performed or materials or supplies furnished to, or at the request of, Tenant or in connection with the performance of any work done by or for the account of Tenant, whether or not Tenant obtained Landlord's permission to have such work done, labor performed or materials or supplies furnished; or (D) arising out of or in any way related to injuries or death suffered by Tenant, its employees, licensees, invitees, agents or contractors, in, on or about any part of the the Premises including, but not limited to, "slip and fall" or "trip and fall" incidents occurring on the Premises(including, without limitation, when such injury or death shall have been caused in whole or in part by any of the Indemnitees.) It is expressly agreed and understood, the indemnification of the Indemnitees by Tenant discussed herein shall not be limited by the insurance requirements set forth herein nor by the amount of insurance purchased by Tenant in satisfaction of the requirements set forth herein. Tenant shall cause its liability insurance to include contractual liability coverage fully covering this indemnity. The provisions of this Section shall survive the expiration or sooner termination of this Lease."

5. REAL ESTATE BROKER. Landlord and Tenant agree that NT Realty, Inc. is the only real estate broker negotiating this Agreement. Richard M. Lanning, Jr. and R. Thomas Demesko of NT Realty, Inc. represent the Landlord as the Landlord's Agent. On and prior to the date of this Agreement, NT Realty, Inc. has advised, and hereby advises Tenant by this writing and by other means, and Tenant hereby acknowledges that Tenant has been so advised that NT Realty, Inc. is acting as the agent of the Landlord, with the duty to represent Landlord's interest, and NT Realty, Inc. is not the agent of the Tenant. Tenant hereby acknowledges receiving the required Missouri Agency Disclosure form regarding the disclosure of available alternative agency relationships. Landlord has agreed to pay a brokerage commission to NT Realty, Inc. pursuant to a separate brokerage agreement. John L. Rubenstein, one of Landlord's authorized signatories, is a Licensed Real Estate Broker in Missouri and Kansas. Any party to this Agreement through whom a claim to a broker's, finder's or other fee is made, other than as provided herein, shall indemnify, defend and hold harmless the other party to this Agreement from any other loss, liability, damage, cost or expense, including without limitation, reasonable attorney's fees, court costs and other legal expenses paid or incurred by the other party that is in any way related to such a claim. The provisions of this paragraph shall survive termination of the Lease.

6. Tenant accepts the Premises in its "as-is" condition and acknowledges that Landlord has no obligation to pay or reimburse Tenant for, or otherwise make, any improvements, alterations or additions to the Premises. Any improvements, modifications or alterations to the Premises shall be at the sole cost and expense of the Tenant; subject however, to the prior written consent of Landlord.

7. All other terms and conditions of the Lease are hereby ratified and shall remain in full force and effect, subject to the amendments herein. The Lease constitutes the entire agreement between the parties hereto with respect to the Premises and said Lease covers, merges and includes all agreements, oral or written, between the parties hereto and made in connection herewith whether the same be made prior to or contemporaneous with the execution hereof. The Lease cannot be modified or changed by any verbal statement, promise or agreement by whomsoever made, and no modification, change, nor amendment shall be binding on the parties unless it shall have been agreed to in writing.

8. Landlord's delivery to Tenant of this Agreement shall not be deemed an offer to renew, extend or amend the Lease and shall be binding upon Landlord and Tenant only after being fully executed by both Landlord and Tenant.

9. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of such counterparts shall together constitute one and the same instrument. This Agreement will be considered signed when the signature of a party is scanned and delivered by email or facsimile transmission.

Such email or facsimile transmission shall be treated in all respects as having the same effect as an original signature.

10. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Agreement or have caused it to be executed by their respective authorized representatives the day and year first above written. Each of the persons executing this Agreement represent that they are authorized to execute the same on behalf of the party for whom they have executed hereafter. Tenant shall provide Landlord with corporate resolutions or other proof in a form acceptable to Landlord, authorizing the execution of this Agreement at the time of such execution.

TENANT:
CITY OF NORTH KANSAS CITY, MISSOURI

By: _____

Name: Bryant DeLong
(Please print or type.)

Title: Mayor
Its Authorized Representative

LANDLORD:
243 Jasper, LLC
a Missouri limited liability company

By: Northtown Manager, LLC
as Manager

By: _____

Name: _____

Title: _____

MEMORANDUM



TO: Mayor and City Council

FROM: Kim Nakahodo, Interim City Administrator

DATE: July 20, 2021

RE: Prohibiting the Practice of Conversion Therapy in North Kansas City

Mayor DeLong has requested that the City Council consider amending Title 5, "Business Licenses and Regulations" of the City's Code by adding a new Chapter 5.56, "Conversion Therapy Prohibited" to prohibit the practice of Conversion Therapy on minors in North Kansas City.

The proposed ordinance will prohibit medical and mental healthcare providers in the City of North Kansas City from providing conversion therapy, also known as reparative therapy, ex-gay therapy, or sexual orientation change efforts to a minor, regardless of whether the provider receives compensation in exchange for such services, and providing penalties for the violation of said prohibition.

According to the American Academy of Child & Adolescent Psychiatry:

"Conversion therapies" (or "reparative therapies") are interventions purported to alter same-sex attractions or an individual's gender expression with the specific aim to promote heterosexuality as a preferable outcome. Similarly, for youth whose gender identity is incongruent with their sex anatomy, efforts to change their core gender identity have also been described and more recently subsumed under the conversion therapy rubric. These interventions are provided under the false premise that homosexuality and gender diverse identities are pathological. They are not; the absence of pathology means there is no need for conversion or any other like intervention. Further, there is evidence that "conversion therapies" increase risk of causing or exacerbating mental health conditions in the very youth they purport to treat.

The American Academy of Child and Adolescent Psychiatry finds no evidence to support the application of any "therapeutic intervention" operating under the premise that a specific sexual orientation, gender identity, and/or gender expression is pathological. Furthermore, based on the scientific evidence, the AACAP asserts that such "conversion therapies" (or other interventions imposed with the intent of promoting a particular sexual orientation and/or gender as a preferred outcome) lack scientific credibility and clinical utility. Additionally, there is evidence that such interventions are harmful. As a result, "conversion therapies" should not be part of any behavioral health treatment of children and adolescents. However, this in no way detracts from the standard of care which requires that clinicians facilitate the developmentally appropriate, open exploration of sexual orientation, gender identity, and/or gender expression, without any pre-determined outcome.

An Ordinance amending the City Code to prohibit the practice of Conversion Therapy on minors in North Kansas City has been prepared for City Council consideration.

AN ORDINANCE AMENDING TITLE 5, “BUSINESS LICENSES AND REGULATIONS,” OF THE CODE OF THE CITY OF NORTH KANSAS CITY, MISSOURI, BY ADDING A NEW CHAPTER 5.56, “CONVERSION THERAPY PROHIBITED,” TO PROHIBIT THE PRACTICE OF CONVERSION THERAPY ON MINORS.

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, conversion therapy, or sexual orientation and gender identity change efforts, is a range of discredited practices aimed at changing one’s sexual orientation or gender identity; and

WHEREAS, a national community of professionals in education, social work, health, mental health and counseling, including the American Academy of Child and Adolescent Psychiatry (AACAP), have determined that there is no scientifically valid evidence that supports the practice of conversion therapy; and

WHEREAS, such professionals have determined that there is no evidence that conversion therapy is effective or that an individual’s sexual orientation or gender identity can be changed by conversion therapy; and

WHEREAS, such professionals have also determined that conversion therapy is not only ineffective, but is substantially dangerous to an individual’s mental and physical well-being and has also been shown to contribute to depression, self-harm, low self-esteem, family rejection, and suicide; and

WHEREAS, twenty states, as well as the District of Columbia, have enacted laws or regulations to ban conversion therapy against minors by licensed medical providers, and many bills have been filed in similar states, including Missouri’s Youth Mental Health Preservation Act; and

WHEREAS, the power to protect the health of the inhabitants of a municipality is wider in range than other police powers granted to a municipality by the State of Missouri; and

WHEREAS, pursuant to the provisions of § 77.260 of the Missouri Revised Statutes the Mayor and City Council “shall have the care, management and control of the city and its finances, and shall have power to enact and ordain any and all ordinances not repugnant to the constitution and laws of this state, and such as they shall deem expedient for the good government of the city, the preservation of peace and good order, . . . , and the health of the

inhabitants thereof, and such other ordinances, rules and regulations as may be deemed necessary to carry such powers into effect, and to alter, modify or repeal the same”; and

WHEREAS, the City Council of the City of North Kansas City has a responsibility to protect the health, safety, and welfare of all people in our community, especially the physical and psychological well-being of minors, including LGBTQ youth; and

WHEREAS, as a city that strives to respect and celebrate its diversity, the City Council hereby finds and affirms that being LGBTQ is not a disorder, disease, illness, deficiency or shortcoming and that practices sought to change a person’s sexual orientation or gender identity are an ineffective and potentially dangerous practice that can cause significant mental and physical harm; and

WHEREAS, the City Council of the City of North Kansas City, Missouri, acknowledges that a vast amount of literature by professionals in health, mental health, and counseling exists that has determined there is no scientifically valid evidence that supports the practice of Conversion Therapy, and that such practice may have a significantly negative impact on an individual’s well-being.

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

Section 1. Title 5, “Business Licenses and Regulations,” of the Code of the City of North Kansas City, Missouri (the “**City Code**”) is hereby amended by establishing, adopting and adding thereto a new chapter entitled “Conversion Therapy of Minors Prohibited”, to protect the physical and psychological well-being of minors, including but not limited to lesbian, gay, bisexual, transgender and/or questioning youth, from exposure to the serious harms and risks caused by conversion therapy or any form of sexual orientation change efforts by licensed providers, to read as follows:

Chapter 5.56

CONVERSION THERAPY OF MINORS PROHIBITED

5.56.010 Policy.

The City of North Kansas City, Missouri, has a compelling interest in (a) advancing the health, safety, and welfare of all minors, including lesbian, gay, bisexual, transgender and/or questioning (“**LGBTQ**”) youth, within the City of North Kansas City, Missouri; and (b) protecting the physical and psychological well-being of minors, including but not limited to LGBTQ youth, from exposure to the serious harms and risks caused by conversion therapy or any form of sexual orientation change efforts by licensed providers. These provisions are exercises of the police power of the city for the public safety, health, and welfare; and its provisions shall be liberally construed to accomplish that purpose.

5.56.020 Definitions generally.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Conversion therapy*¹ means any practice or treatment that seeks to change an individual's sexual orientation or gender identity, including efforts to change behaviors or gender expressions or to eliminate or reduce sexual or romantic attractions or feelings toward individuals of the same gender. "Conversion therapy" shall not include counseling that provides support and assistance to a person undergoing gender transition, or counseling that provides acceptance, support and understanding of a person or facilitates a person's coping, social support, and development, including sexual orientation-neutral treatment interventions to prevent or address unlawful conduct or unsafe sexual practices, as long as such counseling does not seek to change sexual orientation or gender identity.

Gender identity means the gender-related identity, appearance, expression, behavior or mannerisms or other gender-related characteristics of an individual, with or without regard to the individual's designated sex at birth.

Minor means any person under eighteen (18) years of age.

Provider means any licensed medical or mental health professional including, but not limited to, licensed professional counselors, licensed psychologists, licensed clinical social workers, provisional licensed professional counselors, provisional and temporary licensed psychologists, licensed and provisional licensed marital and family therapists, psychiatrists, certified substance abuse counselors, certified school counselors, behavior analysts and any professional licensed under Chapters 334 and 337 of the Revised Statutes of Missouri.

Sexual orientation means one's actual or perceived emotional or physical attraction to, or romantic or physical relationships with, members of the same gender, members of a different gender, or members of any gender; or the lack of any emotional or physical attraction to, or romantic or physical relationships with, anyone. The term "sexual orientation" includes a history of such attraction or relationship or a history of no such attraction or relationship.

5.56.030 Prohibited practice.

It shall be unlawful for any provider to provide conversion therapy or any form of sexual orientation change efforts to a minor, regardless of whether the provider receives compensation in exchange for such services.

¹ "Conversion Therapy" is sometimes referred to in the professional literature or in the media as "reparative therapy," "ex-gay therapy" or "sexual orientation change efforts ("SOCE"). Regardless of what any sexual orientation change efforts may be called or known as, for the purposes of this ordinance, all such practices involving minors are prohibited.

5.56.040 Penalty.

Any person that violates any provision of this chapter shall be subject to the general penalty prescribed in section 1.16.010 but in no instance shall a violation of this chapter be punishable by imprisonment.

Section 2. **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 3. **Governing Law.** This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 4. **Effective Date.** This ordinance shall be in full force and effect upon passage by the City Council and approval by the Mayor.

PASSED this 20th day of July, 2021.

Bryant DeLong, *Mayor*

ATTEST:

Crystal, Doss, *City Clerk*

APPROVED this 20th day of July, 2021.

Bryant DeLong, *Mayor*

APPROVED AS TO FORM:

Anthony Bologna, *City Attorney*

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

MEMORANDUM



TO: Mayor and City Council

FROM: Kim Nakahodo, Interim City Administrator

DATE: July 20, 2021

RE: Juneteenth Federal Holiday

On June 17, 2021, President Biden signed into law a bill to make Juneteenth, or June 19, a Federal holiday celebrating the end of slavery in the United States. Juneteenth commemorates June 19, 1865, when Union soldiers brought the news of freedom to enslaved Black people in Galveston, Texas – two months after the Confederacy had surrendered and approximately 2 1/2 years after the Emancipation Proclamation freed slaves.

On Tuesday, July 6, 2021, at its Regular Meeting, the City Council directed staff to bring forward a Resolution amending Section 5.06.01 – Holidays Observed of the City's Personnel Manual observing the new Juneteenth Federal Holiday.

5.06.01: Holidays Observed — Effective July 20, 2021, the official holidays for employees of the City of North Kansas City shall consist of New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. When a holiday occurs on a Saturday, the preceding Friday will be observed, and when a holiday occurs on a Sunday, the following Monday will be observed. When a holiday occurs during an employee's vacation period, that day will not be charged as a vacation day, and when a holiday occurs during an authorized paid sick leave, that day is not charged as a sick leave day. This does not apply to hour-shift fire suppression personnel. For the purposes of this policy, "paid" sick leave does not include worker's compensation leaves or any paid leave where benefits are paid through an insurance carrier.

A Resolution adding this language has been prepared for City Council consideration.

RESOLUTION NO. 21-056

RESOLUTION AMENDING THE CITY'S PERSONNEL MANUAL TO OBSERVE THE JUNETEENTH FEDERAL HOLIDAY

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's Personnel Manual outlines the official holidays for employees of the City of North Kansas City; and

WHEREAS, the City Council deems it in the best interests of the City to observe the Juneteenth Federal Holiday;

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

Section 1. Section 5.06.01 of the City's Personnel Manual be amended as follows:

5.06.01: Holidays Observed — Effective July 20, 2021, the official holidays for employees of the City of North Kansas City shall consist of New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. When a holiday occurs on a Saturday, the preceding Friday will be observed, and when a holiday occurs on a Sunday, the following Monday will be observed. When a holiday occurs during an employee's vacation period, that day will not be charged as a vacation day, and when a holiday occurs during an authorized paid sick leave, that day is not charged as a sick leave day. This does not apply to hour-shift fire suppression personnel. For the purposes of this policy, "paid" sick leave does not include worker's compensation leaves or any paid leave where benefits are paid through an insurance carrier.

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 20th day of July, 2021.

Bryant DeLong, *Mayor*

ATTEST:

Crystal Doss, *City Clerk*

MEMORANDUM



TO: Mayor and City Council

FROM: Kim Nakahodo, Interim City Administrator

DATE: July 20, 2021

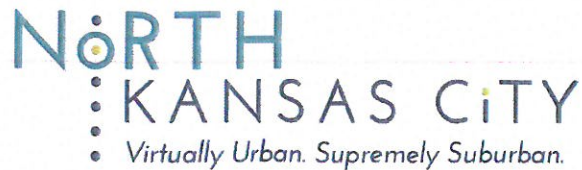
RE: Board, Commission, and Committee Term Limit Discussion

Councilmember Tull has requested that the City Council discuss term limits for City Boards, Commissions, and Committees. The current Boards, Commissions, and Committees term limits are as follows:

Board, Commission, Committee	Term Limit
Board of Zoning Adjustment	None
Crummett Beautification Committee	None
Equity and Inclusion Committee	None
Hospital Board of Trustees	None
Industrial Development Authority	None
Library Board*	Members may serve a limit of three consecutive terms, after which they must step off the board for at least two years.
Liquor Control Board of Review	None
Park & Recreation Board	None
Planning Commission	None
Police & Fire Personnel Board	None
Tax Increment Financing (TIF) Commission	None

Specific information for each Board, Commission, and Committee can be found in the [Boards and Commission Handbook](#) on the City's website.

*Term limits determined by Missouri Revised State Statute 182.190.



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: Rebecca Welbern Date: 7/8/2021

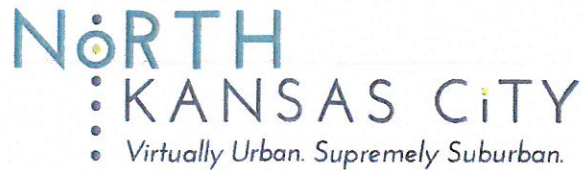
Address: 146 NW Pointe Dr

City: Gladstone State: MO Zip: 64116

Phone Number: 816-665-9560 E-Mail: rwelbern@cook-cpa.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?

NKC Hospital Board - I have served for 19 years on this board and am currently serving as Chairperson. I realize that this is a long time, however, for the following reasons I would ask to be reappointed for one more term or at least continue until my term as Chairperson is up:

- 1) We are in the middle of a strategic planning process to enable the hospital to continue to provide the best healthcare to our service area.
- 2) With the Admin Staff of the hospital almost all less than 3 years and upcoming retirements plus many on the board being relatively short-term board members, it is imperative to have someone with longer term experience on the board
- 3) This would allow time to provide other board members experiences to prepare them to fill chairperson position

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*).

See resume

Please see attached addressing concerns expressed during council meeting re: my reappointment.

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

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!

**North Kansas City Hospital
Board of Trustees**

July 8, 2021

During the 7/6/2021 Council Meeting there were several issues raised when discussing my reappointment. I would like to address those issues, not just to encourage you to reappoint me, but to ensure that the board is as strong as it needs to be.

1. Term Limits –
 - a. Term limits have not been imposed upon NKCH board members since the hospital was established. This does not suggest that there should not be term limits but to recognize the practice under which the board has been functioning since the establishment of the hospital. Had term limits been in place, the board would have established a practice of succession planning for board officers.
 - b. As term limits are discussed, please recognize that the Hospital board is different than the Park Board, Library Board, Liquor Control Board, etc. The hospital serves a significant geographic area and population, is one of the major economic engines in the Northland and has complexities that only healthcare incurs. If you were to talk to any past or current board member, they would tell you it takes several years to gain an understanding of the hospital and become a contributing board member. Therefore, the term limits must be commensurate.
 - c. A discussion and decision on the policy of term limits should be had and then, once the policy is understood, as a board we could prepare for the change in practice.

2. Diversity – This is a topic I have discussed with the previous mayor and with the current mayor during our first meeting. We have assembled a matrix of competencies and areas of diversity and provided this to both mayors. While diversity is needed, I would not consider it prudent to appoint someone to the board just for the purpose of diversity without the experience needed to contribute to the board. I will address the areas of diversity:
 - a. Gender – the board is currently not as diverse as it has been in the past. There are currently 8 males and 3 females.
 - b. Race/Ethnicity – 100% are Caucasian. There are 11 board members. The requirements currently are a simple majority must live in NKC (5-6), two should be doctors (2) and that leaves 3 positions from other areas of Clay, Platte, and Ray counties. North Kansas City is not known to have a diverse residential population with the experience required for service on the hospital board. As long as the requirement exists to have a simple majority that lives in NKC, it will be very difficult to attain racial diversity.
 - c. Residence throughout service area – Again, with only 3 positions to work with for racial and residential diversity, it is very difficult to get representation from the hospital's service area. While it would be good to get some representation from other areas, having a Caucasian from Ray County does not provide real diversity. If you want the

board to reflect the area/people that are served by the hospital, the number of people served in areas other than NKC is much greater and would indicate that more board members should come from other areas than NKC.

- d. Age – we have diversity in this area especially when considering the experience that is helpful to have in order to provide guidance for such a large and intricate organization.

I would be glad to discuss the above and any other concerns or questions you have about serving on the Hospital Board.

I am grateful for the opportunity I have had to serve on the board of such a wonderful organization as North Kansas City Hospital and would be willing to continue serving.

Rebecca Welbern

Rebecca A Welbern, CPA, CMA, CGMA

146 Pointe Dr, Gladstone, MO 64116

Work Experience –

Partner in CPA Firm – 9 years
Principle in Consulting Firm – 13 years
CFO for Electrical Contracting Company – 3 years
CFO for multi-national Manufacturing Company – 8 years
Various Finance & IT positions in multi-national Manufacturing Company – 12 years

Volunteer Experience –

North Kansas City Hospital – Board of Trustees – 19 years, currently chairperson
Synergy Services – Board of Trustees – 5 years – Treasurer

Church Experience –

Ward – is a congregation.

Self-Reliance Specialist

President – Relief Society (women's org), Primary (children's instruction age 18mo-11)

Counselor – Relief Society, Young Women (Youth instruction & activity 12-18), Primary

Teacher – Nursery (18 mo-2yo), Primary, Seminary (early morning instruction 14-18)

Stake – is a geographical area encompassing 10-13 congregations. Area has been as large as the NW quarter of the State of Missouri.

President – Relief Society, Young Women

Family History – train people to do genealogy research. At the release of a new on-line program to record genealogy data, created a traveling classroom to train people in entire stake to utilize the program. Our stake had the greatest rate of utilization throughout the world in our church.

YW Camp Director, Assistant, Activity Director – 15 years

Temple Ordinance Worker – 7 years in St Louis, 5 years in Kansas City

MEMORANDUM

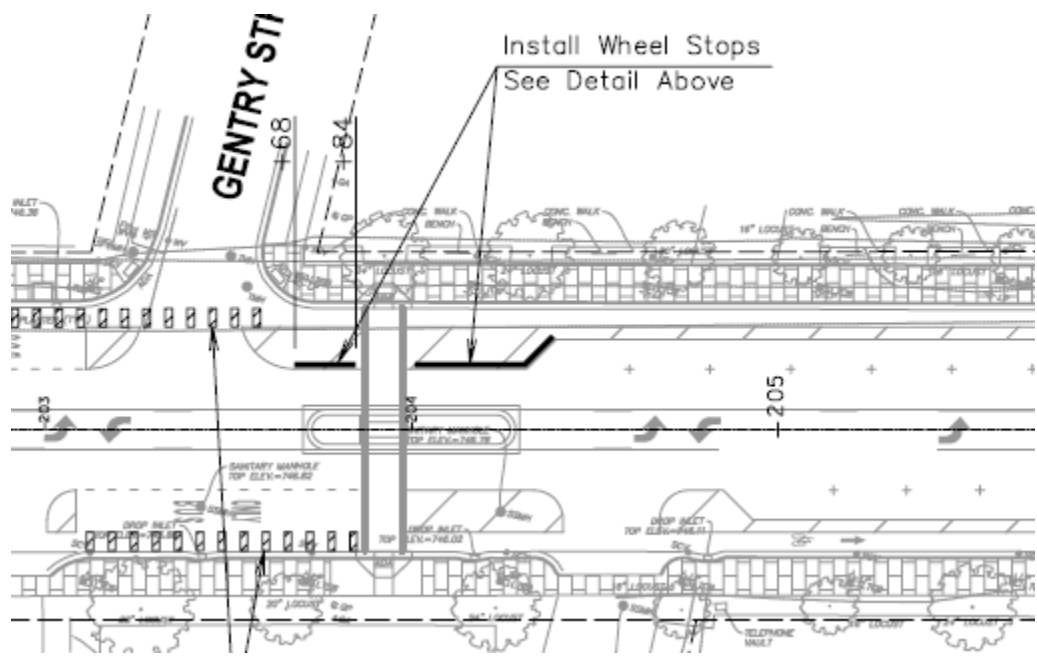
TO: Mayor and City Council
 City Administrator

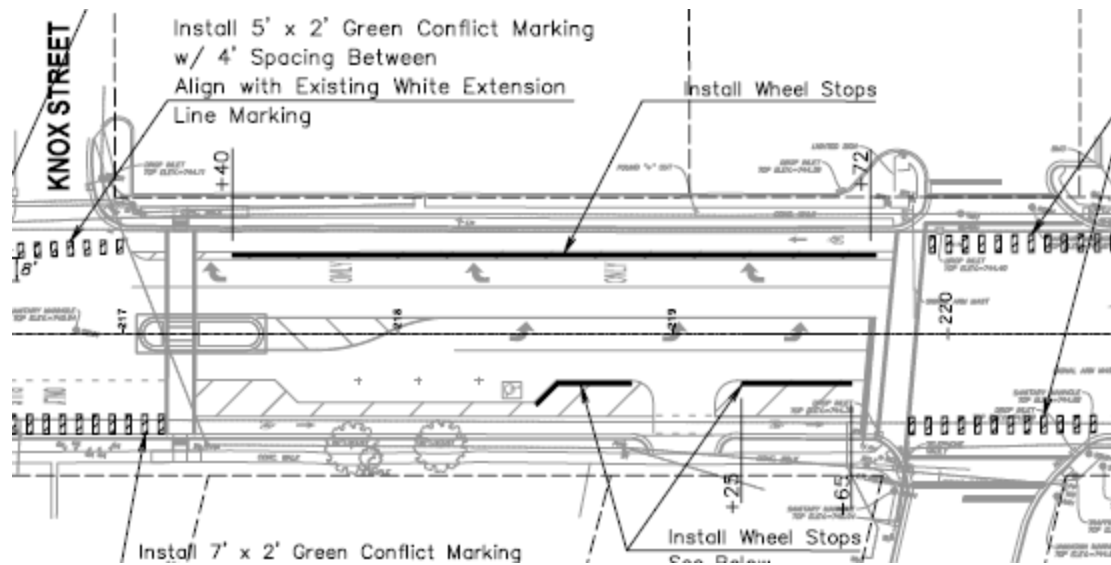
FROM: Sara Copeland, AICP; Community Development Director

DATE: July 20, 2021

RE: Armour Road Delineators

At the December 15, 2020 and January 5, 2021 Work Sessions, the City Council provided direction to staff on a series of proposed improvements to the Armour Road Complete Street project. Those improvements included replacing the delineators at the Armour Road and Howell Street intersection with permanent bump-outs and replacing other delineators with pre-cast curb stops to provide protection for the bicycle lanes in strategic locations. The protection for the bicycle lanes is planned for the north side of Armour between Fayette and Gentry, and both side of Armour between Knox and Linn, as shown below.





Installation of these improvements is being coordinated with other improvements directed by Council. The Howell Street intersection, right-turn lane at Fayette, and new left-turn signal and mast arm at Iron are being put out to bid; that project is nearly ready for bidding.

At this time, staff would like to clarify the City Council’s direction regarding replacing the existing delineators on Armour with curb stops. The City of Kansas City, MO, as part of its new Gillham Road cycle track, recently installed a combination of curb stops and delineators as part of the buffer between the cycle track and the vehicle lane. This combination both protects people using the cycle track and provides a taller vertical element for better visibility by drivers. The placement of the delineators prevents them from experiencing the extreme wear that the delineators on Armour currently receive. The photo below illustrates how the curb stops and delineators were installed.



Photo courtesy BikeWalkKC

Staff believes that this combination would work well on Armour Road, but understands that the City Council's previous direction was to completely remove the delineators from Armour Road. At this time, we seek clarification from the City Council whether to place new delineators with the curb stops as installed on Gillham Road.

MEMORANDUM

TO: Mayor; City Councilmembers

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

RE: *Second Amendment to Parking Development Agreement Between the City and Storsafe IV, L.L.C.*

DATE: July 20, 2021

CC: Kim Nakahodo, *Interim City Administrator*

I. BACKGROUND INFORMATION

Upon acquisition of the property generally located at 200 East 16th Avenue (the former Guastello property) and an abutting railroad spur (the former BNSF Railway property) from 18th & Swift, LLC, the City of North Kansas City, Missouri (the “City”) will immediately thereafter transfer some of the property it acquires from 18th & Swift, LLC to Storsafe IV, L.L.C. (“Storsafe”) which owns property (parking and a building) adjacent to the 16th Avenue property and the abutting railroad tract in exchange for property owned by Storsafe per the Parking Development Agreement with Storsafe, which was approved by passage of Ordinance No. 9375 on February 16, 2021, and subsequently amended by passage of Ordinance No. 9399 on May 18, 2021. Once constructed, this will provide both a larger parking lot operated for the benefit of the City and Storsafe, as well as access of City-owned property directly to 18th Avenue.

The City, Storsafe, and 18th & Swift, LLC have been waiting for the engineers (Wilson & Company) to design and finalize an appropriate layout for the surface parking lot to be constructed by the City. The City’s engineers for the design of the new parking lot have now completed the Parking Layout, a copy of which is attached to this memorandum for your convenience. After completion of the Parking Layout, the City’s surveyors on this project (Olsson) provided to both the City and Storsafe appropriate legal descriptions for use in exchanging the properties.

The final Parking Layout also provided the final number of parking spaces in the entire parking lot—including the spaces assigned to both the City and Storsafe, as well as some existing parking spaces that are to remain. The Parking Development Agreement anticipated that there would be approximately three hundred two (302) total parking spaces. After adding some green space and adjusting two rows of parking on the west side to accommodate semi-trucks needing access to dock doors on the west side of Clay Street and an existing access easement, the final Parking Layout shows that there are approximately two hundred seventy-five (275) total parking spaces available for use. The final total number of parking spaces that will be available for use are broken down as follows:

Party Owning	New or Existing	Number of Spaces
Storsafe IV, LLC	Existing ¹	26
Storsafe IV, LLC	New	130
North Kansas City	New	119

The City and 18th & Swift LLC (the “**Developer**”) presently plan to close on their property exchange agreement on September 1, 2021, or on such earlier date as the parties may agree.² Moreover, the City and Storsafe intend to close on their Parking Development Agreement immediately after the City acquires the former Guastello and BNSF properties from 18th & Swift, LLC. Obviously, the City must own the property it intends to exchange before it transfers the southeast corner of it to Storsafe.

II. SUMMARY OF AMENDMENT TO PARKING DEVELOPMENT AGREEMENT

The key provisions of the Second Amendment to the Parking Development Agreement between the City and Storsafe are as follows:

¹ The existing parking spaces are located immediately north of the Storsafe IV, L.L.C. building (15 existing spaces) and on the west side at the very north end of the building (11 existing spaces). These parking spaces can be used by either party, but are not being reconstructed as part of the overall parking lot construction project. They will simply remain in place in their present condition.

² As you may recall, the Agreement with the Developer generally calls for the sale by the City to the Developer of the City’s condominium interests in the parking garage that will be part of the new apartment building (the “**Project**”) now under construction and the termination of certain rights and duties related thereto (such as removal of the City’s financial contribution to the Project and termination of the CID that would have levied assessments to pay the City back over time) and the simultaneous transfer to the City of certain real property located generally at 200 East 16th Avenue plus an abutting railroad tract to the City.

1. The Closing Date is established to be September 1, 2021 or such earlier date as the City and Storsafe agree upon in writing (the same Closing Date as set forth in the separate agreement with the Developer).
2. The total number of parking spaces identified in the Parking Development Agreement are reduced from 302 to 275 parking spaces.
3. The Preliminary Parking Concept is repealed and replaced with the recently designed Parking Layout prepared by Wilson & Company on behalf of the City. In conjunction with the new Parking Layout, the prior Exhibit "B" is deleted, and the new Parking Layout is inserted into the Parking Development Agreement as Attachment 1.
4. Legal descriptions of the properties being exchanged between the City and Storsafe, prepared by the surveyors, have been inserted into the Parking Development Agreement and are set out as Attachment 2 (new City property) and Attachment 3 (new Storsafe property) to the Second Amendment to the Parking Development Agreement.

III. REQUEST TO AMEND PARKING DEVELOPMENT AGREEMENT

For the reasons set forth above, it is recommended to the Mayor and City Council that the accompanying ordinance, authorizing the second amendment to the Parking Development Agreement, be passed and approved on behalf 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.

AN ORDINANCE ADOPTING AND APPROVING SECOND AMENDMENT TO PARKING DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF NORTH KANSAS CITY, MISSOURI AND STORSAFE IV, L.L.C.

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

WHEREAS, the City and Storsafe IV, L.L.C. (the “**Company**”) entered into a certain Parking Development Agreement dated as of February 16, 2021, as amended by that certain First Amendment to Parking Development Agreement dated May 18, 2021 (collectively, the “**Parking Agreement**”), which memorialized certain rights and obligations of each party in relation to the construction and operation by the City of a surface parking lot, a portion of which will be owned by the City and a portion of which will be owned by the Company, more particularly described therein and referenced as the “**Project**”; and

WHEREAS, the parking plan is now complete and, therefore, it is now possible to finalize the Parking Agreement by certain amendments to the Parking Agreement; and

WHEREAS, the City and the Company desire to enter into the Second Amendment to Parking Development Agreement (the “**Second Amendment**”) for the purposes stated therein.

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 Parking Agreement. The City Council of North Kansas City hereby finds and declares that it is in the best interests of the citizens and City of North Kansas City to amend the Parking Agreement between the City of North Kansas City, Missouri and Storsafe IV, L.L.C., for the purposes set forth therein.

Section 2. Authorization of Second Amendment to Parking Agreement. The provisions of the Second Amendment to Parking Development Agreement between the City and Storsafe IV, L.L.C., 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 Second Amendment to Parking Development Agreement for the purposes set forth therein, which Second Amendment to Parking 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 20th day of July, 2021.

Bryant DeLong, *Mayor*

ATTEST:

Crystal Doss, *City Clerk*

APPROVED this 20th day of July, 2021.

Bryant DeLong, *Mayor*

APPROVED AS TO FORM:

Anthony W. Bologna, *City Attorney*

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

EXHIBIT “1”

SECOND AMENDMENT TO PARKING DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO PARKING DEVELOPMENT AGREEMENT (this “**Amendment**”) is entered into this ____ day of July, 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**”), and **STORSAFE IV, L.L.C.**, a Missouri limited liability company (the “**Company**”), with the Company and the City each referred to herein as a “**Party**” and collectively the “**Parties**.”

WHEREAS, the Parties entered into a certain Parking Development Agreement dated as of February 16, 2021, as amended by that certain First Amendment to Parking Development Agreement dated May 18, 2021 (collectively, the “**Parking Agreement**”), which memorialized certain rights and obligations of each Party in relation to the construction and operation by the City of a surface parking lot comprised of what was then estimated to be approximately three hundred two (302) parking spaces as described in the Parking Agreement, a portion of which will be owned by the City and a portion of which will be owned by the Company in the City limits, more particularly described therein and referenced herein as the “**Project**”; and

WHEREAS, the City’s engineer for the Project has now completed the parking layout, based upon an ALTA/NSPS Land Title Survey, which has now established the total number of parking spaces in the Project to be approximately two hundred seventy-five (275); and

WHEREAS, by Ordinance No. 9399 passed on May 18, 2021, the City Council of City approved the terms and conditions set forth in the First Amendment to Parking Development Agreement; and

WHEREAS, by Ordinance No. 9410 passed on July 20, 2021, the City Council of the City has authorized the City’s execution of this Amendment; and

WHEREAS, capitalized terms not otherwise defined or redefined herein shall have the same meaning as provided in the Parking Agreement; and

WHEREAS, the Parking Agreement specified responsibilities with respect to certain pre-closing activities, which included, among other things, preparing the Development Plan for the Project; and

WHEREAS, the Parties desire to amend the Parking Agreement in accordance with the terms and conditions set forth below.

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

1. Recitals. Recital C of the Parking Agreement is hereby amended and restated in its entirety to read as follows:

“C. The City and the Company jointly propose a project consisting of the Original City Property and the Original Company Property (collectively, the “**Project Site**”) for construction and operation by the City of a surface parking lot comprised of approximately two hundred seventy-five (275) parking spaces as described in Article II below, a portion of which will be owned by the City and a portion of which will be owned by the Company (collectively, the “**Project**”).”

2. Definitions. Except as specifically modified in this section of this Amendment, each and every other definition set forth in Section 1.1 of the Parking Agreement shall remain unchanged and in full force and effect without modification. The following definitions in Section 1.1 of the Parking Agreement are hereby modified to have the following meanings:

“**Closing Date**” shall mean September 1, 2021, or such earlier date as the City and the Company may agree to in writing.

“**Parking Facility**” shall mean a surface parking facility comprised of approximately two hundred seventy-five (275) parking spaces developed in accordance with Article II hereof to be constructed, maintained, and operated as a parking facility by the City or the Company, as the case may be, on the Project Site, which will include approximately one hundred fifty-six (156) parking spaces located on the portion of the Project Site owned by the Company and approximately one hundred nineteen (119) parking spaces located on the portion of the Project Site owned by the City (such number of parking spaces on each of the City-owned and Company-owned property to be increased or reduced in direct proportion for the number of total parking spaces identified on the Development Plan).

3. Preliminary Parking Concept. The “Preliminary Parking Concept” set forth in Exhibit B of the Parking Agreement (two pages) is hereby deleted and replaced with a new Exhibit B, “Approved Parking Layout,” shown on Attachment 1 to this Amendment, attached hereto and incorporated herein by reference. The Company has reviewed Attachment 1 to this Amendment and does hereby approve of the parking layout set forth therein and approves of the division of the parking lot as set forth in Attachment 1.

4. Parking Credit for Company Adjacent Property. Section 2.7 of the Parking Agreement is hereby amended and restated in its entirety as follows:

“2.7 **Parking Credit for Company Adjacent Property.** The City agrees that, upon Closing and performance by the Company of its covenants and obligations under this Agreement, the New City Property will be a permanent “public parking credit” of sixty (60) parking spaces to the Company, in addition to the one hundred fifty-six (156) parking spots owned by the Company, for future development or use of the Company Adjacent Property, pursuant to the provisions of Sec. 17.28.030.D.4 of the City Code, regardless of any subsequent amendment to the City Code that would be more restrictive. The “public parking credit” of the sixty (60) additional parking spaces shall be in perpetuity, whether or not the Project Site continues to be used and operated as a parking facility.”

5. City’s and Company’s Closing Deliverables. Sections 3.3(a)(ii) and 3.3(b)(ii) of the Parking Agreement are hereby deleted.

6. New Company Property and New City Property. City and Company agree that the survey and determination of the legal descriptions of the New City Property and the New Company Property as set forth in Section 2.3(f) of the Parking Agreement have been satisfied and that the New City Property and the New Company Property are hereby legally described as set forth on **Attachment 2** and **Attachment 3**, respectively, as attached hereto.

7. No Modification. Except as specifically modified by this Amendment, each and every other term and condition of the Parking Agreement shall remain unchanged and in full force and effect

without modification. The Parties hereto agree that this Amendment is intended to amend the Parking Agreement.

8. 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 facsimile or 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 City and the Company 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

Bryant DeLong, *Mayor*

[SEAL]

ATTEST:

Crystal Doss, *City Clerk*

APPROVED AS TO FORM:

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

COMPANY:

STORSAFE IV, L.L.C.,
a Missouri limited liability company

By: _____

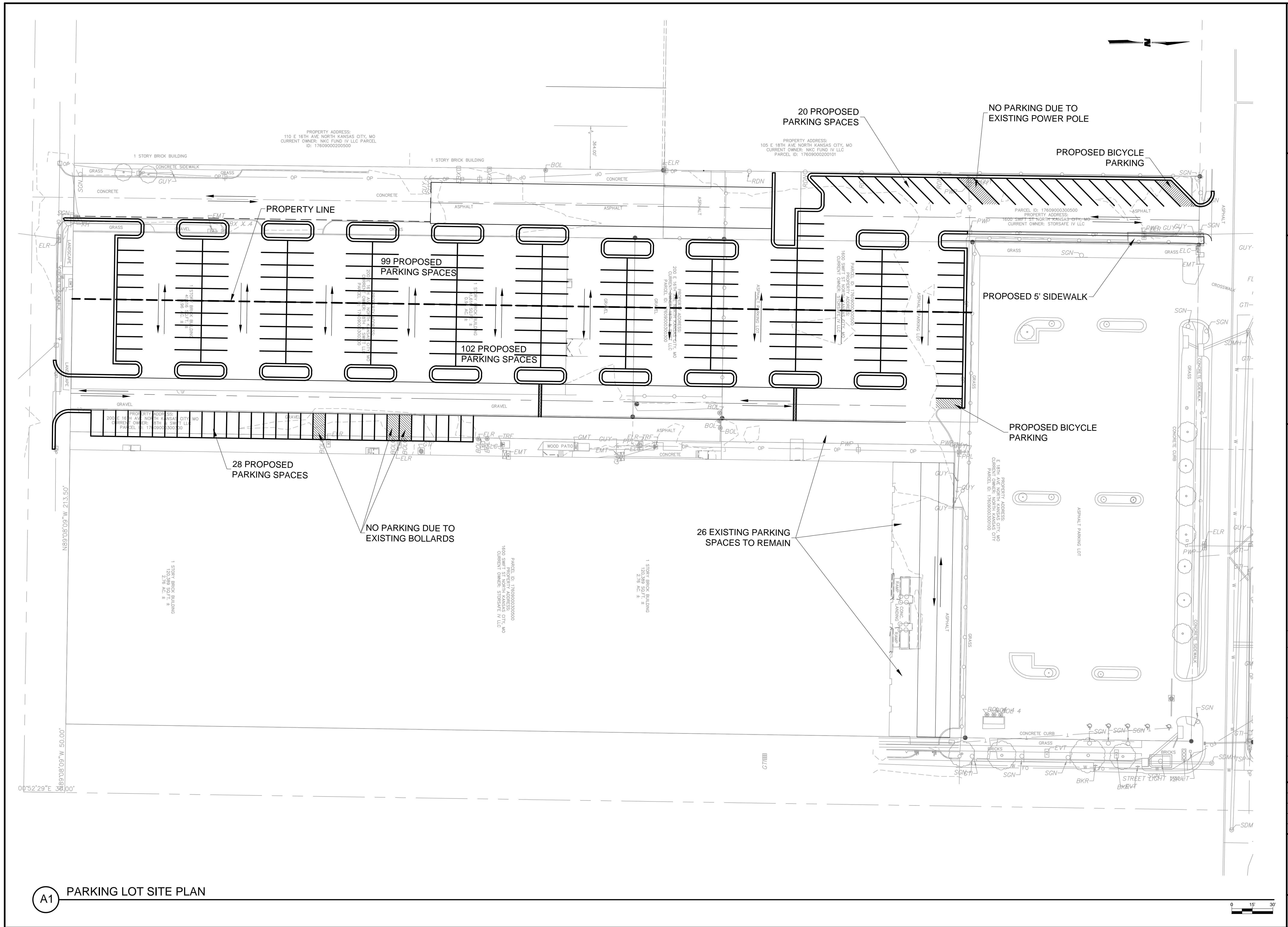
Name: John E. Miller

Title: Managing Member

ATTACHMENT 1

EXHIBIT B
APPROVED PARKING LAYOUT

[See “Approved Parking Layout” prepared by Wilson & Company on following page]



WILSON & COMPANY
 800 EAST 101ST TERRACE, SUITE 200
 KANSAS CITY, MO 64131
 PHONE: 816-701-3100
 FAX: 816-942-3013
 www.wilsonco.com
 Certificate of Authority #2003007599

SEAL
 60% SUBMITTAL
 NOT FOR CONSTRUCTION

PROJECT NAME
 NORTH KANSAS CITY, MO
 16TH AVENUE & CLAY
 STREET PARKING LOT

NORTH KANSAS CITY
 Virtually Urban. Supremely Suburban.

REV.	DATE	DESCRIPTION	BY

PROJECT NO: 19-600-311-03
 DESIGNED BY: JKJ
 DRAWN BY: JKJ
 CHECKED BY: GJL
 DATE: 6/30/2021

SHEET TITLE
 PARKING LAYOUT
 TWO-WAY AISLES

SHEET NO:
 01

(A1) PARKING LOT SITE PLAN

Attachment 2

New City Property

Curran Park – Northwest Lot
Olsson No. 021-02049
June 10, 2021

Property Description

A tract of land in the Southwest Quarter of Section 14 Township 50 North, Range 33 West of the 5th Principal Meridian in North Kansas City, Clay County, Missouri being bounded and described by or under the direct supervision of Jeffrey P. Means P.L.S. 2000147866, as follows: Beginning at the Southwest corner of 18TH AND SWIFT, a subdivision of land in said North Kansas City, recorded as Instrument number 2020034895 in Book I at Page 113.2 in the Clay County Recorder of Deeds Office; thence South 89°07'38" East on the South line of said 18TH AND SWIFT, 51.40 feet; thence leaving said South line South 00°52'22" West, 181.08 feet; thence North 89°19'28" West, 50.63 feet; thence South 00°40'32" West, 44.52 feet to a point on the existing Northerly right-of-way line of Clay Street as now established; thence North 89°08'09" West on said existing Northerly right-of-way line, 50.00 feet to a point on the East line of Lot 2, KCPI PLAZA LOTS 1 & 2, a subdivision of land in said North Kansas City, recorded as Instrument number 2015024863 in Book H at Page 135 in said Clay County Recorder of Deeds Office; thence North 00°40'32" East on said East line, 391.01 feet to a point on the existing Southerly right-of-way line of East 18th Avenue as now established; thence leaving said East line South 89°07'38" East on said existing Southerly right-of-way line, 49.91 feet to the Northwest Corner of said 18TH AND SWIFT; thence leaving said existing Southerly right-of-way line South 00°41'41" West on the West line of said 18TH AND SWIFT, 165.23 feet to the Point of Beginning. Containing 28,761 square feet or 0.66 acres, more or less.

Attachment 3

New Company Property

Curran Park – Southeast Lot
Olsson No. 021-02049
June 10, 2021

Property Description

A tract of land in the Southwest Quarter of Section 14 Township 50 North, Range 33 West of the 5th Principal Meridian in North Kansas City, Clay County, Missouri being bounded and described by or under the direct supervision of Jeffrey P. Means P.L.S. 2000147866, as follows: Commencing at the Southwest corner of 18TH AND SWIFT, a subdivision of land in said North Kansas City, recorded as Instrument number 2020034895 in Book I at Page 113.2 in the Clay County Recorder of Deeds Office; thence South 89°07'38" East on the South line of said 18TH AND SWIFT, 51.40 feet; thence leaving said South line South 00°52'22" West, 181.08 feet to the Point of Beginning of the tract of land to be herein described; thence South 89°19'28" East, 80.15 feet; thence South 00°52'16" West, 1.13 feet; thence South 89°08'09" East, 16.88 feet; thence South 00°52'29" West, 474.30 feet to a point on the existing Northerly right-of-way line of East 16th Avenue as now established; thence North 89°08'09" West on said existing Northerly right-of-way line, 97.01 feet; thence leaving said existing Northerly right-of-way line North 00°52'22" East, 475.16 feet to the Point of Beginning. Containing 46,097 square feet or 1.06 acres, more or less.

MEMORANDUM



TO: Mayor and City Council

FROM: Kim Nakahodo, Interim City Administrator

DATE: July 8, 2021

RE: Missouri Sherriff's Retirement Fund Court Decision

On June 1, 2021, in *Fowler v. Missouri Sheriffs' Ret. Sys.*, 623 S.W.3d 578 (Mo. 2021), the Supreme Court of Missouri ruled that RSMo Section 57.955 is an unconstitutional "sale" of justice. RSMo Section 57.955 was enacted in 1983 and imposes a \$3 surcharge on every circuit court criminal case, which financed the Missouri Sheriffs' Retirement System.

On August 6, 2013, the City Council passed Ordinance 8699 (attached) adding Section 2.36.290 to the City's Municipal Code. This new section imposed a \$3 court fee to be remitted to the Missouri Sheriffs' Retirement Fund. As notated in the memo by City Counselor Tom Barzee, this Ordinance was adopted in response to an opinion letter from the Missouri Attorney General dated April 17, 2013 (attached), concluding that "municipal court clerks must collect the surcharge in municipal ordinance violation cases."

On June 29, 2021, the Supreme Court of Missouri issued an order approving the updated COR 21.03 Schedules of Costs, with an effective date of July 1, 2021. These schedules reflect the change to no longer assess the Missouri Sheriffs' Retirement Fund surcharge of \$3 as of July 1, 2021. This order also provided guidance and procedures for Municipal Court Divisions.

As of July 1, 2021, the North Kansas City Municipal Court ceased imposing or collecting the \$3 court fee to be remitted to the Missouri Sheriffs' Retirement Fund.

Before the Council is an Ordinance repealing Section 2.36.290 of the City's Municipal Code for Council consideration.

AN ORDINANCE AMENDING CHAPTER 2.36, “MUNICIPAL COURT” BY REPEALING SECTIONS 2.36.260, 2.36.270, 2.36.280, 2.36.300, AND 2.36.310 AND BY CREATING ARTICLE I ENTITLED “GENERAL” AND ARTICLE II ENTITLED “COURT COSTS” OF SAID CHAPTER OF THE CODE OF THE CITY OF NORTH KANSAS CITY, MISSOURI.

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 desires to amend and reorganize Chapter 2.36, “Municipal Court” of the Code of the City of North Kansas City, Missouri (the “Code”); and

WHEREAS, the City is authorized, and in some instances directed, by the Laws of Missouri, including both the Missouri Revised Statutes and the Missouri Supreme Court Operating Rules, to assess certain costs in its municipal court; and

WHEREAS, the City desires to amend and reorganize THE CODE OF THE CITY OF NORTH KANSAS CITY, MISSOURI (the “Code”) dealing with the assessment of costs authorized by law and assessed by the City’s municipal court.

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

Section 1. Chapter 2.36 of THE CODE OF THE CITY OF NORTH KANSAS CITY, MISSOURI is hereby amended and reorganized by dividing the said chapter into two articles, *viz.*, Article I, “General” and Article II, “Court Costs”. The following existing Code sections shall be moved into and be made a part of Article I: 2.36.010, 2.36.020, 2.36.030, 2.36.040, 2.36.050, 2.36.060, 2.36.070, 2.36.080, 2.36.090, 2.36.100, 2.36.110, 2.36.120, 2.36.130, 2.36.140, 2.36.150, 2.36.160, 2.36.170, 2.36.180, 2.36.190, 2.36.200, 2.36.210, 2.36.220, 2.36.230, 2.36.240, and 2.36.250. Moreover, § 2.36.290 shall and hereby is renumbered as § 2.36.255 and is moved to Article I, “General”, of the Code. All Code sections identified in this Section 1 of this Ordinance shall remain in full force and affect and, other than the renumbering of §2.36.290 to §2.36.255, shall not be affected by the passage of the Ordinance.

Section 2. Sections 2.36.260, 2.36.270, 2.36.280, 2.36.300 and 2.36.310 of Chapter 2.36, “Municipal Court,” of THE CODE OF THE CITY OF NORTH KANSAS CITY, MISSOURI are hereby repealed and enacted in lieu thereof is a new Article II entitled “Court Costs” with the following sections to be included therein, all of which shall hereafter read and provide as follows:

II. COURT COSTS

2.36.260 Court costs—Generally.

In addition to any fine that may be imposed by the municipal judge, there shall be assessed as costs in all cases the following:

- A. Costs for the court shall be twelve dollars (\$12.00) per case;
- B. Other costs, such as for the issuance of a warrant, a commitment or a summons, as provided before the associate circuit judge in criminal prosecutions;
- C. Actual costs assessed against the city by the county sheriff for apprehension or confinement in the county jail;
- D. Mileage, in the same amount as provided to the sheriff in criminal violations, for each mile and fraction thereof the officer must travel (both directions) in order to serve any warrant or commitment or order of this court.

2.36.265 Judicial education fund.

A. There is established in the municipal court a judicial education fund in an account under the control of the municipal court to retain one dollar (\$1.00) of the fees and costs collected in each municipal ordinance violation case filed before the municipal judge, where the defendant pleads guilty or is found guilty and the judge assesses such fees or costs. This fund is not created from an additional court cost, but rather is a partial allocation of the court costs provided for in §2.36.260. The judicial education fund herein created shall be used only to pay for:

1. The continuing education and certification required of the municipal judge by law or supreme court rule; and
2. Judicial education and training for the court clerks of the municipal court.

B. The municipal court shall not retain more than one thousand five hundred dollars (\$1,500.00) in the fund for each judge or clerk of the municipal court. Any excess funds shall be transmitted quarterly to the general revenue fund of the city treasury. (*Prior code § 18-31*)

2.36.270 Additional court costs—Victims of domestic violence.

There shall be assessed to each defendant who pleads guilty, or is found guilty, in each case filed in the municipal court, for violation of any ordinance of this city, an additional surcharge for the Victims of Domestic Violence Fund, in the amount of two dollars (\$2.00), provided that no such fee shall be collected in any proceeding when the proceeding or the defendant has been dismissed by this court. Such surcharge shall be collected by the clerk of the court. Such costs shall be dispersed to the

authorities operating an appropriate shelter within the county for victims of domestic violence, and shall be collected and dispersed at least monthly. The city shall use such additional costs only for the purpose of providing operating expenses for shelters for battered persons as defined in Sections 455.200 to 455.230, MO. REV. STAT.

2.36.275 Additional court costs—Training of peace officers.

There shall be assessed to each defendant who pleads guilty, or is found guilty, in each case filed in the municipal court, for violation of any ordinance of this city, an additional surcharge for the Training of Peace of Officers' Fund, in the amount of three dollars (\$3.00), provided that no such fee shall be collected in any proceeding when the proceeding or the defendant has been dismissed by this court. Such surcharge shall be collected by the clerk of the court. All sums collected pursuant to this section shall be distributed as follows:

A. Two dollars (\$2.00) of such fees collected shall be transmitted monthly to the treasurer of the city, to be used locally for training law enforcement officers.

B. One dollar (\$1.00) of such fees collected shall be deposited into the Peace Officer Standards and Training Commission Fund, to be used statewide for training law enforcement officers..

2.36.280 Additional court costs—Crime victim compensation fund.

There shall be assessed to each defendant who pleads guilty, or is found guilty, in each case filed in the municipal court, for violation of any ordinance of this city, an additional surcharge for the Crime Victims' Compensation Fund, in the amount of seven dollars and fifty cents (\$7.50), provided that no such fee shall be collected in any proceeding when the proceeding or the defendant has been dismissed by this court. Such surcharge shall be collected by the clerk of the court. All sums collected pursuant to this section shall be distributed as follows:

A. Ninety-five percent (95%) of such sums shall be forwarded to the State of Missouri for deposit to the Crime Victims' Compensation Fund as provided in § 595.045, MO. REV. STAT.

B. Five percent (5%) of such sums shall be paid to the City Treasury.

2.36.285 Additional court costs—Inmate prisoner detainee security fund.

A. There shall be assessed to each defendant who pleads guilty, or is found guilty, in each case filed in the municipal court, for violation of any ordinance of this city, an additional surcharge for the

Inmate Prisoner Detainee Security Fund, in the amount of two dollars (\$2.00), provided that no such fee shall be collected in any proceeding when the proceeding or the defendant has been dismissed by this court. Such surcharge shall be collected by the clerk of the court.

B. The city treasurer shall deposit funds generated by the surcharge into the “Inmate Prisoner Detainee Security Fund”. Funds deposited shall be utilized to acquire and develop biometric verification systems and information sharing to ensure that inmates, prisoners or detainees in a holding cell facility or other detention facility or area which hold persons detained only for a shorter period of time after arrest or after being formally charged can be properly identified upon booking and tracked within the local law enforcement administration system, criminal justice administration system or the local jail system. Upon the installation of the information sharing or biometric verification system, funds in the inmate prisoner detainee security fund may also be used for the maintenance, repair and replacement of the information sharing or biometric verification system, and also to pay for any expenses related to detention, custody and housing and other expenses for inmates, prisoners, and detainees.

2.36.290 Additional court costs—Sheriffs’ retirement fund.

There shall be assessed to each defendant who pleads guilty, or is found guilty, in each case filed in the municipal court, for violation of any ordinance of this city, an additional surcharge for the Sheriffs’ Retirement Fund, in the amount of three dollars (\$3.00), provided that no such fee shall be collected in any proceeding when the proceeding or the defendant has been dismissed by this court. Such surcharge shall be collected by the clerk of the court. The clerk of the court shall collect and cause to be disbursed such amounts as provided in §§488.010 to 488.020, MO. REV. STAT. Such funds shall be payable to the sheriffs’ retirement fund.

2.36.400 Costs assessed against prosecuting witness.

The costs of any action may be assessed against the prosecuting witness and judgment be rendered against him or her that he or she pay the same and stand committed until paid in any case where it appears to the satisfaction of the municipal judge that the prosecution was commenced without probable cause and from malicious motives. (*Prior code § 18-28*)

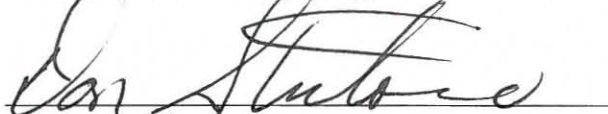
Section 3. **Severability.** The sections, paragraphs, sentences, clauses and phrases of this ordinance shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of 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 4. Governing Law. This ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

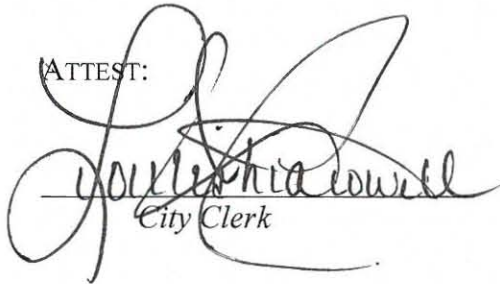
Section 5. Effective Date. This ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor.

PASSED this 6th day of August, 2013.



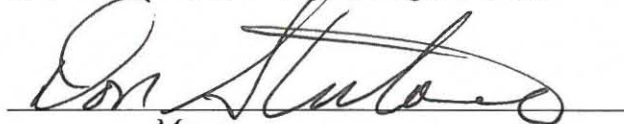
Mayor

ATTEST:



City Clerk

APPROVED this 6th day of August, 2013.



Mayor

APPROVED AS TO FORM:



City Attorney



City Counselor



2010 Howell
NORTH KANSAS CITY, MO 64116
TEL: (816) 274-6000 FAX: (816) 421-5046
www.nkc.org

MEMORANDUM

TO: Mayor and City Council Members

FROM: Thomas E. Barzee, Jr.

RE: *Amendment of City Code—Municipal Court and Assessment of Court Costs*

DATE: August 2, 2013

PURPOSE: The purpose of the ordinance is to amend and modify the City code with respect to the municipal court. This ordinance, if passed and approved, would correct some errors in the current City code and, at the same time, add language for the assessment of two additional court costs, *viz.*, (1) the Inmate prisoner detainee security fund and (2) the Sheriffs' retirement fund. The Inmate prisoner detained security fund is authorized by state statute and would assess an additional court cost in the amount of \$2.00. The Sheriffs' retirement fund is also authorized by state statute and would assess an additional court cost of \$3.00.

REMARKS: The Sheriffs' retirement fund court cost is creating quite a bit of dispute in the State. Some municipalities are taking the position that the Sheriffs' retirement fund should not be funded by court costs from municipal courts in the state. Though the matter has not yet been litigated in the courts, the Missouri Attorney General has issued an opinion letter dated April 17, 2013 concluding that "municipal court clerks must collect the surcharge in municipal ordinance violation cases." The real question, however, is whether the state statute authorizing the surcharge is constitutional. Unfortunately, the Attorney General's opinion elects not to address the constitutionality question on this matter. I have discussed this with the municipal judge, Steve Fuller, and we have concluded that it is probably best that the City collect this surcharge at this time. We can wait to see if it is subsequently declared unconstitutional. Please let me know if you have any questions or comments.

CIRCUIT CLERKS:
CIRCUIT COURT – CIRCUIT
COURTS:
COURTS:
FEES:
JUDGMENTS:
MUNICIPALITIES:
ORDINANCES:
SHERIFFS' RETIREMENT
SYSTEM:

The exemption for municipal courts from the \$3 surcharge in §57.955, RSMo, was removed in 1996. Therefore, municipal court clerks must collect the surcharge in municipal ordinance violation cases.

OPINION NO. 20-2013

April 17, 2013

The Honorable Brian Munzlinger
State Senator, District 18
State Capitol, Room 331-A
Jefferson City, MO 65101

Dear Senator Munzlinger:

You asked whether § 57.955, RSMo,¹ relating to the Sheriffs' Retirement System, requires a municipality to collect a \$3 surcharge for municipal ordinance violations and remit the surcharge to the System. We previously opined in Opinion No. 8-2010 in response to a request from then-Representative Kenny Jones. We are providing this opinion after taking into consideration additional matters raised, reaching the same conclusion on different grounds.² We are withdrawing Opinion No. 8-2010.

¹ All statutory citations are to RSMo Cum. Supp. 2012, unless otherwise noted.

² We do not address the constitutionality of collecting this surcharge at all. See *Harrison v. Monroe County*, 716 S.W.2d 263, 267, 270 (Mo. banc 1986) (Welliver, J., concurring).

Section 57.955, RSMo, provides as follows:

1. There shall be assessed and collected a surcharge of three dollars in all civil actions filed in the courts of this state and in all criminal cases including violation of any county ordinance or any violation of criminal or traffic laws of this state, including infractions, but no such surcharge shall be assessed when the costs are waived or are to be paid by the state, county or municipality or when a criminal proceeding or the defendant has been dismissed by the court. For purposes of this section, the term "county ordinance" shall not include any ordinance of the city of St. Louis. The clerk responsible for collecting court costs in civil and criminal cases, shall collect and disburse such amounts as provided by sections 488.010 to 488.020, RSMo. Such funds shall be payable to the sheriffs' retirement fund. Moneys credited to the sheriffs' retirement fund shall be used only for the purposes provided for in sections 57.949 to 57.997 and for no other purpose.

2. The board may accept gifts, donations, grants and bequests from public or private sources to the sheriffs' retirement fund.

The historical development of the statute shows that the legislative intent is that the surcharge be collected in municipal cases. The original version of this statute required the collection of the surcharge in all civil cases "filed in each circuit court and the divisions thereof, except the juvenile divisions" § 57.960, RSMo Cum. Supp. 1983. Because municipal courts are divisions of the circuit court, Art. V, § 27.2.d, Mo. Const., the fee was required in municipal cases under that statute.

The following year this statute was amended to require the collection of the fee in all civil cases "filed in each circuit court and the divisions thereof, except the municipal and juvenile divisions" § 57.955, RSMo Cum. Supp. 1984. This changed the law so that the municipal court division of the circuit court was exempted from collecting the fee.

Finally, in 1996, the statute was amended to read as it does today, requiring collection of the fee “in all civil actions filed in the courts of this state” § 57.955, RSMo Cum. Supp. 1996. This change eliminated the exceptions for juvenile divisions and municipal divisions of the circuit courts. For the change to have any meaning, municipal court divisions must now be required to collect the fee. *S.S. v. Mitchell*, 289 S.W.3d 797, 799 (Mo. App. E.D. 2009) (in interpreting statutes, courts “presume that the legislature intended an amendment to have some effect”). Therefore, the historical development of the statute demonstrates that the legislature intended that the surcharge be collected in municipal court cases.

CONCLUSION

The exemption for municipal courts from the \$3 surcharge in §57.955, RSMo, was removed in 1996. Therefore, municipal court clerks must collect the surcharge in municipal ordinance violation cases.

Very truly yours,



CHRIS KOSTER
Attorney General

AN ORDINANCE REPEALING SECTION 2.36.290, “ADDITIONAL COURT COSTS—SHERIFFS’ RETIREMENT FUND,” OF THE CODE OF THE CITY OF NORTH KANSAS CITY, MISSOURI.

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, it has been considered, determined and concluded that Section 57.955.1 of the Missouri Revised Statutes, requiring municipal court clerks to collect the surcharge for funding the Missouri Sheriffs’ Retirement System in municipal ordinance violation cases, has been declared to be unconstitutional by the Supreme Court of Missouri in the case of *Fowler v. Missouri Sheriffs’ Ret. Sys.*, 623 S.W.3d 578 (Mo. 2021); and

WHEREAS, to comply with an opinion letter issued April 17, 2013, by the Missouri Attorney General concluding that “municipal court clerks must collect the surcharge in municipal ordinance violation cases”, on August 6, 2013, the City passed Ordinance No. 8699, which included, among a number of other City Code amendments, Section 2.36.290; and

WHEREAS, in compliance with the holding of the Missouri Supreme Court described above, the City Council hereby finds and concludes that Section 2.36.290 dealing with the sheriffs’ retirement fund of the City Code, as well as the specific enacting language in Ordinance No. 8699 dealing only with Section 2.36.290 of the City Code, should be repealed effective immediately.

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

Section 1. Repeal of Section 2.36.290 of the City Code. Section 2.36.290, “Additional court costs—Sheriffs’ retirement fund,” of Chapter 2.36, “Municipal Court,” in Title 2, “Administration and Personnel,” of the Code of the City of North Kansas City, Missouri is hereby repealed.

Section 2. Preemption. Nothing in this Ordinance shall be interpreted or applied so as to create any power, duty or obligation in conflict with, or preempted by, any Federal or State law.

Section 3. Providing for Repeal of Part of Ordinance No. 8699. Only that part of Ordinance No. 8699 in conflict with the provisions of this Ordinance is hereby repealed. Except that part of Ordinance No. 8699 adopting 2.36.290, the remainder of Ordinance No. 8699 shall remain in full force and effect and shall not be affected by the passage of this Ordinance. Where appropriate, ordinances previously adopted are hereby amended to conform to the provisions 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 20th day of July, 2021.

Bryant DeLong, *Mayor*

ATTEST:

Crystal Doss, *City Clerk*

APPROVED this 20th day of July, 2021.

Bryant DeLong, *Mayor*

APPROVED AS TO FORM:

Anthony W. Bologna, *City Attorney*

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

MEMORANDUM



TO: Mayor and City Council

FROM: Nick Hawkins, Finance Manager

DATE: July 20, 2021

RE: Budget Amendment – Establishing the One North TIF Fund

The One North Tax Increment Financing (TIF) district was activated in the calendar year 2020. The district receives funding through three primary sources: payments in lieu of taxes (property tax increment), economic activity taxes (increment from city and county sales taxes), and hotel/motel taxes. The City receives these funds and reimburses the district according to the TIF plan adopted by the City Council in 2017. The One North Fund will track revenue and reimbursable expenses for the district and will be included with the annual budget process moving forward.

Staff recommends approval.

RESOLUTION NO. 21-057

A RESOLUTION ADOPTING AND AMENDING THE ONE NORTH TIF FUND BUDGET FOR FISCAL YEAR 2020-2021 IN THE AMOUNT OF \$750,000 FOR TRACKING REVENUES AND REIMBURSABLE EXPENSES FOR THE ONE NORTH TIF DISTRICT

WHEREAS, the One North Tax Increment Financing District was activated in 2020; and

WHEREAS, the district receives property tax, sales tax, and hotel/motel tax; and

WHEREAS, the district will request and be reimbursed eligible expenses from the fund; and

WHEREAS, the fund will track revenue and act as a pass through fund for eligible expenses related to the district; and

WHEREAS, staff recommends establishing the One North TIF Fund;

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

ONE NORTH FUND		<u>Increase</u>	<u>Decrease</u>
<u>Revenues</u>			
PAYMENT IN LIEU OF TAXES	46-4105	\$350,000	
ECONOMIC ACTIVITY TAXES - CITY	46-4306	\$200,000	
ECONOMIC ACTIVITY TAXES – CNTY/ZOO	46-4307	\$150,000	
ECONOMIC ACTIVITY TAXES - HOTEL	46-4211	\$50,000	
		<u>Increase</u>	<u>Decrease</u>
<u>Expenses</u>			
OTHER SERVICES – REIMBURSEMENT	46-546-6395	\$750,000	

DONE this 20th day of July 2021

Bryant DeLong, *Mayor*

ATTEST:

Crystal Doss, *City Clerk*

MEMORANDUM



TO: Mayor and City Council
FROM: Crystal Doss
DATE: July 20, 2021
RE: Contract for Janitorial Services

Requests for bids were advertised for Janitorial Services for City Hall, the Police Station, the North Kansas City Library, and Parks & Recreation building. The following sealed bids were opened on June 3, 2021, by the City Clerk and read aloud in the Council Chambers:

Hi-Gene's Janitorial	\$4,070.00 monthly
Country Club Janitorial LLC	\$6,624.00 monthly
ABM Industry	\$7,856.05 monthly

Staff has reviewed the bids and determined Hi-Gene's Janitorial to be the lowest and best bid.

Please feel free to contact me if you have any questions.

RESOLUTION NO. 21-051

A RESOLUTION APPROVING A CONTRACT WITH HI-GENE'S JANITORIAL SERVICE FOR PROVIDING JANITORIAL SERVICES TO THE LIBRARY, PARKS & RECREATION, POLICE STATION AND CITY HALL

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, four companies responded to the City’s request for proposals for janitorial cleaning services for City Hall, the Police Department, Parks & Recreation, and the North Kansas City Library; and

WHEREAS, the proposal of Hi-Gene’s Janitorial Service Incorporated has been recommended by the City staff as being the lowest and best proposal submitted: and

WHEREAS, Hi-Gene’s Janitorial Service submitted a bid of \$4,070.00 monthly for janitorial services to City Hall, the Police Station, Parks & Recreation, and the Library; and

WHEREAS, the City desires to enter into a contract for Janitorial Cleaning Services with Hi-Gene’s Janitorial Service.

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

Section 1. Selection of Best Proposal. The City Council hereby determines that Hi-Gene’s Janitorial Service Incorporated is the lowest and best bidder in connection with the Janitorial Cleaning Services. The City Council hereby ratifies the selection of Hi-Gene’s Janitorial Service as being in compliance with the City’s bidding and contracting guidelines based upon the evidence of the responses to the request for bids advertised by the City Clerk.

Section 2. Authorization of Agreement. The City hereby authorizes the City to enter into the Agreement with Hi-Gene’s Janitorial Service Incorporated in connection with Janitorial Cleaning Services, 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 amounts set forth 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 Resolution.

Section 5. 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 20th day of July, 2021.

Bryant DeLong, *Mayor*

ATTEST:

Crystal Doss, *City Clerk*

CONTRACT SERVICES AGREEMENT FOR JANITORIAL SERVICES

THIS CONTRACT SERVICES AGREEMENT (this “**Agreement**”) is entered into, and effective on July 7, 2021, between the CITY OF NORTH KANSAS CITY, MISSOURI, a Missouri third class city and municipal corporation (the “**City**”), and HI-GENE’S JANITORIAL SERVICE, INCORPORATED, a Missouri corporation, authorized to do and doing business in the State of Missouri (the “**Contractor**”). The City and the Contractor are individually referred to as a “**Party**” and are collectively referred to as the “**Parties**”.

RECITALS

- A. The City has determined that there is a need for janitorial services for various City buildings (the “**Project**”).
- B. The Contractor has submitted to the City a proposal/bid to provide janitorial services to the City for the Project under the terms of this Agreement.
- C. The Contractor is qualified by virtue of its experience, training, education, reputation, and expertise to provide these services and has agreed to provide such services as provided in this Agreement.
- D. The City desires to retain Contractor to provide such contract services.

In consideration of these promises and mutual obligations, covenants, and conditions, the Parties agree as follows:

AGREEMENT

1.0 **SERVICES OF CONTRACTOR**

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Contractor agrees to perform the contract work and services set forth in the Scope of Services described in “Exhibit A” (the “**Services**” or “**Work**”), which is attached and incorporated by reference. As a material inducement to the City entering into this Agreement, the Contractor represents and warrants that Contractor is a provider of first class work and contract services and that Contractor is experienced in performing the Work and Services contemplated and, in light of such status and experience, the Contractor covenants that it shall follow the highest contract standards in performing the Work and Services required in this Agreement. For purposes of this Agreement, the phrase “highest contract standards” shall mean those standards of practice recognized as high quality among well-qualified and experienced contractors performing similar work under similar circumstances.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) the Scope of Services; (3) the City's Invitation for Bid; and, (4) the Contractor's signed, original proposal/bid submitted to the City (the "**Contractor's Proposal**"). (collectively referred to as the "**Contract Documents**"). The City's Invitation for Bid and the Contractor's Proposal/Bid, which are both attached as Exhibits "B" and "C", respectively, are incorporated by reference and are made a part of this Agreement. The Scope of Services shall include the Contractor's Proposal. All provisions of the Scope of Services, the City's Invitation for Bid and the Contractor's Proposal shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms of this Agreement; (2nd) the provisions of the Scope of Services (Exhibit "A"); (3rd) the provisions of the City's Invitation for Bid (Exhibit "B"); and, (4th) the provisions of the Contractor's Proposal/Bid (Exhibit "C").

1.3 Compliance with Law. The Contractor warrants that all Services rendered shall be performed in accordance with all applicable federal, state, and local laws, statutes, ordinances, lawful orders, rules, and regulations.

1.4 Licenses, Permits, Fees, and Assessments. The Contractor represents and warrants to the City that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. The Contractor represents and warrants to the City that the Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, qualification, or approval that is legally required for the Contractor to perform the Work and Services under 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 Work and Services required by this Agreement. The Contractor shall indemnify, defend, and hold harmless the City against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against the City to the fullest extent permitted by law.

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 or Work should be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services or Work under this Agreement. If the Services involve work upon any site, the Contractor warrants that the Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing prior to commencement of any Services. Should the Contractor discover any latent or unknown conditions that will materially affect the performance of the Services or Work, the Contractor shall immediately inform the City of such fact and shall not proceed except at the Contractor's risk until written instructions are received from the City.

1.6 Care of Work. The Contractor shall adopt reasonable methods during the term of the Agreement to furnish continuous protection to the Work and the equipment, materials, papers, documents, plans, studies, and/or other components to prevent losses or damages. The Contractor 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. The Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. The 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.

1.8 Additional Services and Work. The City shall have the right at any time during the performance of the Services or Work, 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 such Services or Work. No such extra services or work may be undertaken unless a written order is first given by the City to the Contractor, incorporating any adjustment in (i) the Maximum Contract Amount, as defined below, and/or (ii) the time to perform this Agreement. Any adjustments must also be approved in writing by the Contractor. Any increase in compensation of up to twenty-five percent (25%) of the Maximum Contract Amount or \$25,000, whichever is less, or in the time to perform of up to thirty (30) days, may be approved by the Mayor, as may be needed to perform any extra work. Any greater increases, occurring either separately or cumulatively, must be approved by the City Council of North Kansas City. It is expressly understood by the Contractor that the provisions of this section shall not apply to the services specifically set forth or reasonably contemplated within the Scope of Services.

2.0 COMPENSATION

2.1 Maximum Contract Amount

For the Services rendered under this Agreement, the Contractor shall be compensated by City in accordance with the Schedule of Compensation, which is attached as Exhibit "D" and incorporated in this Agreement by reference. Compensation shall not exceed the maximum annual contract amount of FORTY-FIVE THOUSAND FOUR HUNDRED TWENTY DOLLARS (\$45,420.00) ("**Maximum Contract Amount**"), except as may be provided under Section 1.8. The method of compensation shall be as set forth in Exhibit "D." Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated under Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation. The Maximum Contract Amount shall include the attendance of Contractor at all Project meetings reasonably deemed necessary by the City. The Contractor shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. The Contractor accepts the risk that the services identified in the Scope of Services may be more costly and/or time-consuming than the Contractor anticipates, that Contractor shall not be entitled to additional compensation, and that the provisions of Section 1.8 shall not be applicable to the services identified in the Scope of Services. The maximum amount of the City's payment obligation under this section is the amount specified in this Agreement. If the City's maximum payment obligation is reached before the Contractor's Services under this Agreement are completed, the Contractor shall complete the Work and the City shall not be liable for payment beyond the Maximum Contract Amount.

2.2. Method of Payment. Unless another method of payment is specified in the Schedule of Compensation (Exhibit “D”), in any month in which the Contractor wishes to receive payment, Contractor shall submit to the City an invoice for services rendered prior to the date of the invoice. The invoice shall be in a form approved by the City’s Finance Director and must be submitted no later than the tenth (10th) working day of such month. Such requests shall be based upon the amount and value of the services performed by the Contractor and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. The City shall use reasonable efforts to make payments to Contractor within thirty (30) days after receipt of the invoice or as soon as is reasonably practical. There shall be a maximum of one payment per month.

2.3 Changes in Scope. In the event any change or changes in the Scope of Services is requested by the City, the Parties shall execute a written amendment to this Agreement, specifying all proposed amendments, including, but not limited to, any additional fees. An amendment may be entered into:

A. To provide for revisions or modifications to documents, work product, or work, when required by the enactment or revision of any subsequent law; or

B. To provide for additional work or services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Contractor’s profession.

2.4 Appropriations. This Agreement is subject to and contingent upon funds being appropriated by the City Council for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the City.

3.0 SCHEDULE OF PERFORMANCE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the services to be performed by the Contractor is an essential condition of this Agreement. The Contractor shall prosecute regularly and diligently the Work of this Agreement according to the agreed upon attached Schedule of Performance (“Exhibit E”), incorporated by reference.

3.2 Schedule of Performance. The Contractor shall commence the Services under this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the Schedule of Performance. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the City, but such extensions shall not exceed one hundred eighty (180) days cumulatively, however, the City shall not be obligated to grant such an extension.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the Services and Work rendered under this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor (financial inability excepted) if the Contractor, within ten (10) days of the commencement of such delay, notifies the Contract Officer in writing of the causes of the delay. Unforeseeable causes include, but are

not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City. The City Administrator shall ascertain the facts and the extent of delay, and extend the time for performing the Work or Services for the period of the enforced delay when and if in the judgment of the City Administrator such delay is justified. The City Administrator's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall the Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, the Contractor's sole remedy being extension of the Agreement under this section.

3.4 Initial Term. The initial term of this Agreement shall begin on August 1, 2021, and shall end on July 31, 2022. The payment of any compensation due under this Agreement for any year within the initial term provided for herein is contingent upon the annual appropriation of funds by the City Council of the City. The failure of the City Council to appropriate funds for this purpose shall relieve all parties from any responsibility under this Agreement.

3.5 Renewal Terms. After the expiration of the Initial Term, this Agreement may be renewed for up to two successive one-year terms (each, a "**Renewal Term**") if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year; (ii) at least ninety days prior to the end of the then-current term of this Agreement, the Contractor requests, in writing, to extend this Agreement for an additional one-year term; and (iii) the City approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the Mayor's signature thereon, which approval may be withheld by the City for any reason. The Contractor's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "**Term**". Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

3.6 Transition Term. Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, the Contractor and the City shall continue performance under this Agreement until the City has a new contract for janitorial services in place with either the Contractor or another provider or until the City terminates the Agreement. In no event shall this transition term exceed ninety (90) calendar days unless the City and the Contractor mutually agree otherwise in writing.

3.7 Termination Prior to Expiration of Term. The City may terminate this Agreement for its convenience at any time, without cause, in whole or in part, upon giving the Contractor thirty (30) days written notice. Where termination is due to the fault of the Contractor and constitutes an immediate danger to health, safety, and general welfare, the period of notice shall be such shorter time as may be determined by the City. Upon such notice, the City shall pay the Contractor for Services and Work performed through the date of termination. Upon receipt of such notice, the Contractor shall immediately cease all work under this Agreement, unless stated otherwise in the notice or by written authorization of the Contract Officer. After such notice, the Contractor shall have no further claims against the City under this Agreement. Upon termination of the Agreement under this section, the Contractor shall submit to the City an invoice for work and services performed prior to the date of termination. The Contractor may terminate this Agreement,

with or without cause, upon sixty (60) days written notice to the City, except that where termination is due to material default by the City, the period of notice may be such shorter time as the Contractor may determine.

3.8 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep the Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. The Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

4.0 COORDINATION OF WORK

4.1 Representative of Contractor. The following principal of the Contractor is designated as being the principal and representative of the Contractor authorized to act in its behalf and make all decisions with respect to the Work and Services to be performed under this Agreement: Missy Roberts. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of the Contractor and devoting sufficient time to personally supervise the services performed hereunder. The foregoing principal may not be changed by the Contractor without prior written approval of the Contract Officer.

4.2 Contract Officer. The Contract Officer shall be the City Administrator or her/his designee (the "**Contract Officer**"). The Contractor shall be responsible for keeping the Contract Officer fully informed of the progress of the performance of the Work and Services. The Contractor shall refer any decisions that must be made by the City to the Contract Officer. Unless otherwise specified, any approval of the City shall mean the approval of the Contract Officer and the City Council.

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of the Contractor, its principals and employees, were a substantial inducement for the City to enter into this Agreement. Therefore, the Contractor shall not assign full or partial performance of this Agreement, nor any monies due, voluntarily or by operation of law, without the prior written consent of the City. The Contractor shall not contract with any other entity to perform the

Work or Services required under this Agreement without the prior written consent of the City. If Contractor is permitted to subcontract any part of this Agreement by the City, the Contractor shall be responsible to the City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and the City. All persons engaged in the Work will be considered employees of the Contractor. The City will deal directly with and will make all payments to the Contractor. In addition, neither this Agreement nor any interest in this Agreement may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of the City. Transfers restricted in this Agreement shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of the Contractor from any liability under this Agreement without the express written consent of the City.

4.4 Independent Contractor. The legal relationship between the Parties is that of an independent contractor, and nothing shall be deemed to make the Contractor a City employee.

- A. During the performance of this Agreement, the Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act or represent themselves as City officers or employees. The personnel performing the Work or Services under this Agreement on behalf of the Contractor shall at all times be under the Contractor's exclusive direction and control. Neither the City nor any of its officers, officials, employees, or agents shall have control over the conduct of the Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. The Contractor, its officers, employees, or agents shall not maintain an office or any other type of fixed business location at the City's offices. The City shall have no voice in the selection, discharge, supervision, or control of the Contractor's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. The Contractor shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. The City shall not in any way or for any purpose be deemed to be a partner of the Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with the Contractor.
- B. The Contractor shall not have any authority to bind the City in any manner. This includes the power to incur any debt, obligation, or liability against the City.
- C. No City benefits shall be available to the Contractor, its officers, employees, or agents in connection with any performance under this Agreement. Except for contract fees paid to the Contractor as provided for in this Agreement, the City shall not pay salaries, wages, or other compensation to the Contractor for the performance of Services under this Agreement. The City shall not be liable for compensation or indemnification to the Contractor, its officers, employees, or agents, for injury or sickness arising out of performing Services. If for any reason any court or governmental agency

determines that the City has financial obligations, other than under Section 2 and Subsection 1.8 in this Agreement, of any nature relating to salary, taxes, or benefits of the Contractor's officers, employees, servants, representatives, subcontractors, or agents, the Contractor shall indemnify the City for all such financial obligations.

5. INSURANCE AND BONDS

5.1 Types of Insurance. The Contractor shall procure and maintain, at its sole cost and expense, the insurance described below. The insurance shall be for the duration of this Agreement and includes any extensions, unless otherwise specified in this Agreement. The insurance shall be procured in a form and content satisfactory to the City. The insurance shall apply against claims which may arise from the Contractor's performance of Work under this Agreement, including the Contractor's agents, representatives, or employees. 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 may be changed accordingly upon receipt of written notice from the City Administrator or his designee. The Contractor shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified in this Agreement. All insurance provided under this Agreement shall be on an occurrence basis. The minimum amount of insurance required shall be as follows:

A. **[Reserved].**

B. **Workers' Compensation Insurance.** The Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, workers' compensation insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of Missouri. The Contractor agrees to waive and obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies. If the Contractor has no employees, the Contractor shall complete an appropriate Request for Waiver of Workers' Compensation Insurance Requirement form.

C. **Commercial General Liability Insurance.** The Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of commercial general liability insurance written on a per occurrence basis with a combined single limit of at least one million dollars (\$1,000,000.00) and two million dollars (\$2,000,000.00) general aggregate for bodily injury and property damage including coverages for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations.

D. **Business Automobile Insurance.** The Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, 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 (\$1,000,000.00) bodily injury and property damage. The policy shall include coverage for owned, non-owned, leased, and hired cars.

E. **Employer Liability Insurance.** The Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of employer liability insurance written on a per occurrence basis with a policy limit of at least one million dollars (\$1,000,000.00) for bodily injury or disease.

5.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Administrator or his/her designee prior to commencing any work or services under this Agreement. The Contractor guarantees payment of all deductibles and self-insured retentions. The City reserves the right to reject deductibles or self-insured retentions in excess of \$10,000, and the City Administrator or his/her designee may require evidence of pending claims and claims history as well as evidence of Contractor's ability to pay claims for all deductible amounts and self-insured retentions proposed in excess of \$10,000.

5.3 Other Insurance Requirements. The following provisions shall apply to the insurance policies required of the Contractor under this Agreement:

5.3.1 For any claims related to this Agreement, the Contractor's coverage shall be primary insurance with respect to the City and its officers, council members, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City and its officers, council members, officials, employees, agents, and volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

5.3.2 Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City and its officers, council members, officials, employees, agents, and volunteers.

5.3.3 All insurance coverage and limits provided by the Contractor and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.

5.3.4 No required insurance coverages may include any limiting endorsement which substantially impairs the coverages set forth in this Agreement (*e.g.*, elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City Administrator and approved in writing.

5.3.5 The Contractor agrees to require its insurer to modify insurance endorsements to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the endorsements. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is the Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided in this Agreement.

5.3.6 The Contractor agrees to ensure that subcontractors, and any other parties involved with the Project who are brought onto or involved in the Project by the Contractor, provide the same minimum insurance coverage required of the Contractor. The Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. The Contractor agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.

5.3.7 The Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform the Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on the City nor does it waive any rights in this or any other regard.

5.3.8 The Contractor shall provide proof that policies of insurance required in this Agreement, expiring during the term of this Agreement, have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. Endorsements as required in this Agreement applicable to the renewing or new coverage shall be provided to the City no later than ten (10) days prior to expiration of the lapsing coverage.

5.3.9 Requirements of specific insurance coverage features or limits contained in this section are not intended as limitations on coverage, limits, or other requirements, or as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

5.3.10 The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this section.

5.3.11 The Contractor agrees to provide immediate notice to the City of any claim or loss against the Contractor arising out of the Work performed under this Agreement and for any other claim or loss which may reduce the insurance available to pay claims arising out of this Agreement. The City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the City, or to reduce or dilute insurance available for payment of potential claims.

5.3.12 The Contractor agrees that the provisions of this section shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages resulting from the Contractor's activities or the activities of any person or person for which the Contractor is otherwise responsible.

5.4 Sufficiency of Insurers. Insurance required in this Agreement shall be provided by authorized insurers in good standing with the State of Missouri. Coverage shall be provided by insurers admitted in the State of Missouri with an A.M. Best's Key Rating of A-, or better, unless such requirements are waived in writing by the City Administrator or his designee due to unique circumstances.

5.5 Verification of Coverage. The Contractor shall furnish the City with both certificates of insurance and endorsements, including additional insured endorsements, affecting all of the coverages required by this Agreement. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All proof of insurance is to be received and approved by the City before work commences. The City reserves the right to require the Contractor's insurers to provide complete, certified copies of all required insurance policies at any time. Additional insured endorsements are not required for Workers' Compensation policies. Verification of Insurance coverage may be provided by: (1) an approved General and/or Auto Liability Endorsement Form for the City of North Kansas City or (2) an acceptable Certificate of Liability Insurance Coverage with an approved Additional Insured Endorsement with the following endorsements stated on the certificate:

1. *"The City of North Kansas City, its officials, employees, and agents are named as an additional insured . . ." ("as respects City of North Kansas City contract with Hi-Gene's Janitorial Service, Incorporated," or "for any and all work performed with the City" may be included in this statement).*

2. *"This insurance is primary and non-contributory over any insurance or self-insurance the City may have . . ." ("as respects City of North Kansas City contract with Hi-Gene's Janitorial Service, Incorporated" or "for any and all work performed with the City" may be included in this statement).*

3. "Should any of the above-described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate Holder named." Language such as, "endeavor to" mail and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" is not acceptable and must be crossed out.

4. Both the Workers' Compensation and Employers' Liability policies shall contain the insurer's waiver of subrogation in favor of the City, its elected officials, officers, employees, agents, and volunteers.

In addition to the endorsements listed above, the City of North Kansas City shall be named the certificate holder on the policies. All certificates of insurance and endorsements are to be received and approved by the City before work commences. All certificates of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Failure to obtain the required documents prior to the commencement of work shall not waive the Contractor's obligation to provide them.

5.6 Janitorial Service Industry Bond. The Contractor shall provide the City a "janitorial service industry bond" in the minimum amount of \$25,000 to protect the City of loss caused by dishonest acts of the Contractor's employees. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall survive the termination of this Agreement.

6.0 INDEMNIFICATION

6.1 Indemnification and Reimbursement. To the fullest extent permitted by law, the Contractor shall defend (at the Contractor's sole cost and expense), indemnify, protect, and hold harmless the City, its elected officials, officers, employees, agents, and volunteers (collectively the "**Indemnified Parties**"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "**Claims**"), including but not limited to Claims arising from injuries to or death of persons (the Contractor's employees included), for damage to property, including property owned by the City, from any violation of any federal, state, or local law or ordinance, and from errors and omissions committed by the Contractor, its officers, employees, representatives, and agents, that arise out of or relate to Contractor's performance under this Agreement. This indemnification clause excludes Claims arising from the sole negligence or willful misconduct of the City, its elected officials, officers, employees, agents, and volunteers. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit the Contractor's indemnification obligation or other liability under this Agreement. The Contractor's indemnification obligation shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final. This provision is intended for the benefit of third party Indemnified Parties not otherwise a party to this Agreement.

7.0 REPORTS AND RECORDS

7.1 Accounting Records. The Contractor shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. The Contractor shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such Services. The Contract Officer or her/his designee shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

7.2 Reports. The Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement, or as the Contract Officer shall require. The Contractor acknowledges that the City is greatly concerned about the cost of the Work and Services to be performed under this Agreement. For this reason, the Contractor agrees that the Contractor shall promptly notify the Contract Officer the estimated increased or decreased cost if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the contemplated Work or Services. If the Contractor is providing design services, the Contractor shall promptly notify the Contract Officer the estimated increased or decreased cost for the project being designed if the Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the design services.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, video and other materials prepared by the Contractor, its

employees, subcontractors, and agents in the performance of this Agreement shall be the property of the City and shall be promptly delivered to the City upon request of the Contract Officer or upon the termination of this Agreement. The Contractor shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership of the documents and materials. Any use of such completed documents for other projects and/or use of incomplete documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to the Contractor, and the City shall indemnify the Contractor for all resulting damages. The Contractor may retain copies of such documents for its own use. The Contractor shall have an unrestricted right to use the concepts embodied in this Agreement. The Contractor shall ensure that all its subcontractors shall provide for assignment to the City of any documents or materials prepared by them. In the event the Contractor fails to secure such assignment, the Contractor shall indemnify the City for all resulting damages.

7.4 Release of Documents. All drawings, specifications, reports, records, documents, video, and other materials prepared by the Contractor in the performance of work or services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer. All information gained by the Contractor in the performance of this Agreement shall be considered confidential and shall not be released by the Contractor without the City's prior written authorization.

7.5 Audit and Inspection of Records. After receipt of reasonable notice and during the regular business hours of the City, the Contractor shall provide the City, or other agents of the City, such access to the Contractor's books, records, payroll documents, and facilities as the City deems necessary to examine, copy, audit, and inspect all accounting books, records, work data, documents, and activities directly related to the Contractor's performance under this Agreement. The Contractor shall maintain such books, records, data, and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during the term of this Agreement and for a period of three (3) years from the date of final payment by the City hereunder.

8.0 ENFORCEMENT OF AGREEMENT

8.1 Missouri Law and Venue. This Agreement shall be construed and interpreted both as to validity and as 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, and the Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Interpretation. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The terms of this Agreement are contractual and the result of negotiation between the Parties. Accordingly, any rule of construction of contracts that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

8.3 Default of Contractor. The Contractor's failure to comply with any provision of this Agreement shall constitute a default.

A. If the City Administrator, or her/his designee, determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, she/he shall notify the Contractor in writing of such default. The Contractor shall have ten (10) days, or such longer period as the City may designate, to cure the default by rendering satisfactory performance. In the event the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which the City may be entitled at law, in equity, or under this Agreement. The Contractor shall be liable for all reasonable costs incurred by the City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing shall limit the City's right to terminate this Agreement without cause under Section 3.7.

B. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, the City may, after compliance with the provisions of Section 8.3A, take over the work and prosecute the same to completion by contract or otherwise. The Contractor shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages). The City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to the Contractor shall not limit the Contractor's liability for completion of the Services as provided in this Agreement.

8.4 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions.

8.5 Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

8.6 Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct, remedy or recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.7 Attorney Fees. In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses. These include but are not limited to reasonable attorney fees, expert contractor fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

9.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

9.1 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.

9.2 Conflict of Interest. The Contractor acknowledges that no officer, official or employee of the City has or shall have any direct or indirect financial interest in this Agreement nor shall the Contractor enter into any agreement of any kind with any such officer, official or employee during the term of this Agreement and for one year thereafter. The Contractor warrants that the Contractor has not paid or given, and will not pay or give, any third party any money or other consideration in exchange for obtaining this Agreement.

9.3 Covenant Against Discrimination. In connection with its performance under this Agreement, the Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived race, religion, color, sex, age, marital status, ancestry, national origin (*i.e.*, place of origin, immigration status, cultural or linguistic characteristics, or ethnicity), sexual orientation, gender identity, gender expression, physical or mental disability, or medical condition (each a “**prohibited basis**”). The Contractor shall ensure that applicants are employed, and that employees are treated during their employment, without regard to any prohibited basis. As a condition precedent to the City’s lawful capacity to enter this Agreement, and in executing this Agreement, the Contractor certifies that its actions and omissions hereunder shall not incorporate any discrimination arising from or related to any prohibited basis in any Contractor activity, including but not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(Remainder of page intentionally left blank)

10.0 MISCELLANEOUS PROVISIONS

10.1 Patent and Copyright Infringement. To the fullest extent permissible under law, and in lieu of any other warranty by the City or the Contractor against patent or copyright infringement, statutory or otherwise:

A. It is agreed that Contractor shall defend at its expense any claim or suit against the City on account of any allegation that any item furnished under this Agreement, or the normal use or sale arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Contractor shall pay all costs and damages finally awarded in any such suit or claim, provided that Contractor is promptly notified in writing of the suit or claim and given authority, information and assistance at Contractor's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the negligence, recklessness or willful misconduct of the Contractor. The Contractor will not, however, indemnify the City if the suit or claim results from: (1) the City's alteration of a deliverable, such that the City's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by the Contractor when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

B. The Contractor shall have sole control of the defense of any such claim or suit and all negotiations for settlement in the event the City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at the Contractor's expense. The Contractor shall not be obligated to indemnify the City under any settlement that is made without the Contractor's consent, which shall not be unreasonably withheld. If the use or sale of such item is enjoined as a result of the suit or claim, the Contractor, at no expense to the City, shall obtain for the City the right to use and sell the item, or shall substitute an equivalent item acceptable to the City and extend this patent and copyright indemnity thereto.

10.2 Notice. Any notice, demand, request, consent, approval, or communication that either party desires, or is required to give to the other party or any other person shall be in writing. All notices shall be personally delivered, sent by pre-paid First Class U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, or sent by overnight delivery via a reputable overnight delivery service. All notices shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally, by messenger or by overnight courier; or (ii) five (5) business days after the date of posting by the United States Post Office if by mail. Notices or other communications shall be addressed as follows:

To City: City of North Kansas City
 Attention: City Administrator & City Clerk
 2010 Howell
 North Kansas City, Missouri 64116
 Telephone: (816) 274-6000
 Facsimile: (421) 421-5046

To Contractor: Hi-Gene's Janitorial Services, Incorporated
Attention: Sharon Gallamore
2625 NW 85 Terrace
Kansas City MO 64154 Telephone: 816-472-4118

10.3 Integrated Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter in this Agreement.

10.4 Amendment. No amendments or other modifications of this Agreement shall be binding unless through written agreement by all Parties.

10.5 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement 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.

10.5 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.6 Third Party Beneficiary. Except as may be expressly provided for in this Agreement, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise upon any entity or person not a party to this Agreement.

10.7 Recitals. The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth in this Agreement and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement by the same.

10.8. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he or she is executing this Agreement is duly authorized and existing; (ii) he or she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he or she is signing; (iii) by so executing this Agreement, the Party for which he or she is signing 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 the Party for which he or she is signing is bound.

10.9 Nonresident/Foreign Contractors. If the Contractor is a foreign corporation, the Contractor shall procure and maintain during the life of this Agreement a certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230, MO. REV. STAT.

10.10 Liability Limitations. In no event shall the City be liable to the Contractor for any special, incidental, indirect, or consequential damages, including but not limited to, loss of profits or revenue; loss of use; loss of opportunity; loss of goodwill and cost of capital; except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this Agreement. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this Agreement.

10.11 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. 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 F" and submit it to the City.

10.12 [Reserved].

10.13 [Reserved].

10.14 American Products Requirement. Any manufactured goods or commodities used or supplied in the performance of this Agreement or any subcontract thereto shall be manufactured or produced in the United States of America as required and in accordance with § 34.353, MO. REV. STAT. This section shall not apply when:

- (a) The purchase, lease, or contract involves an expenditure of less than twenty-five thousand dollars;
- (b) Only one line of a particular good or product is manufactured or produced in the United States;
- (c) The specified products are not manufactured or produced in the United States in sufficient quantities to meet the City's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the City's requirements;
- (d) Obtaining the specified products manufactured or produced in the United States would increase the cost of the contract by more than ten percent.

If this section shall not apply because of the circumstance described in paragraphs (c)-(d) above, then the Contractor shall provide the City with the information necessary to make the certifications required under Section 34.353, MO. REV. STAT.

10.15 Anti-Discrimination Against Israel. If this Agreement is for \$100,000 or more, and if the Contractor is a company with ten (10) or more employees, then Contractor certifies that it, and any company affiliated with it, does not boycott Israel and will not boycott Israel during the term of this Contract. In this paragraph, the terms "company" and "boycott Israel" shall have the meanings described in Section 34.600 of the Missouri Revised Statutes. An appropriate officer or representative of the

Contractor shall complete and properly execute the Affidavit attached hereto, marked Exhibit G and submit it to the City.

10.17 Excessive Unemployment Law. The Contractor hereby agrees to comply with the provisions of Sections 290.550, *et seq.*, of the Revised Statutes of Missouri (hereinafter the “**Excessive Unemployment Law**” and incorporated herein by reference), when there is “a period of excessive unemployment” (as that term is defined under the Excessive Unemployment Law). This requirement includes, without limitation, the obligation to use only “Missouri laborers” and “laborers from nonrestrictive states” (as those terms are defined under the Excessive Unemployment Law) in constructing or building any public works project or improvement, except as may otherwise be allowed under the Excessive Unemployment Law.

11.0 DEFINITIONS

11.1 Defined Terms. Whenever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or in the following provisions:

A. *Agreement:* This “Contract Services Agreement for Janitorial and Cleaning Services” including those exhibits attached hereto.

B. *City:* The City of North Kansas the City, Missouri. This is the entity with which the Contractor has entered into this Agreement and for which the Contractor’s Services and Work are to be performed.

C. *Contractor:* Hi-Gene’s Janitorial Service, Incorporated. This is the entity named as such in this Agreement.

D. *Documents:* Data, reports, drawings, specifications, record drawings, notes, video, and other deliverables, whether in printed or electronic media format, provided or furnished by the Contractor to the City pursuant to this Agreement.

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

(Signatures on following page)

CITY OF NORTH KANSAS CITY, MISSOURI

By: _____
Bryant DeLong, *Mayor*

ATTEST:

Crystal Doss, *City Clerk*

**HI-GENE'S JANITORIAL SERVICES,
INCORPORATED**

By: _____

[Print Name]: Sharon Gallamore
Title: President

ATTEST:

Secretary

EXHIBIT "A"

SCOPE OF SERVICES AND SPECIFICATIONS

JANITORIAL SERVICES

GENERAL INFORMATION:

1. **Purpose:** The purpose of this Invitation for Bid (IFB) is to solicit bids from qualified firms to perform janitorial services for the City of North Kansas City in the following buildings: City Hall, the Police Department, the City's Public Library, and the North Kansas City Parks and Recreation Building.
2. **Scope of Services:** The Contractor shall do any and all work and furnish all management supervision, labor materials, equipment, tools and appurtenances necessary for the performance and completion of the contract in a manner called for herein and in the Agreement and to the satisfaction of the City. Moreover, the Contractor shall supply the following: (a) all cleaning supplies, disinfectants, restroom toiletries, soaps, chemicals, paper towels, toilet paper and trash can liners; (b) all equipment to perform the Work and Services (e.g., vacuums, mops, brooms, buffers, dusters, carts, rags, buckets, etc.); and (c) all other products and materials necessary to complete the Work and Services under the agreement. In all cases, where eco-friendly products are available they shall be purchased and used by the Contractor in all City facilities that are the subject of the agreement.
3. All janitorial services performed will be completed under competent supervision with the working hours to be determined by City staff at each department or location. The hours will be scheduled, for each department or location. All work will be completed in a courteous and responsible manner in order to maintain the premises of the City's properties in high-quality condition at all times.
4. The Work and Services required under the agreement will be done in a responsible workmanlike manner in order to maintain the premises of the NKC Police Department, City Hall, NKC Library, and NKC Parks and Recreation Building in first-class condition at all times.
5. All daily specifications will be performed for City Hall (includes Administration, Courts, IT, Community Development, and Public Works), the NKC Police Department, and the NKC Parks and Recreation Building on a Monday, Wednesday, and Friday schedule. The Library building daily specification will be performed on a Monday, Tuesday, Wednesday, Thursday, Friday schedule after closing.
6. **Tax Exempt Certificate:** The City is a tax-free entity. There will be no Missouri sales tax on the projects. The proper Missouri Project Exemption Certificates will be provided to the Contractor.

7. **Background Check:** All custodial personnel must submit to a background check performed by or on behalf of the City.
8. **Contact Information:** The Contractor shall provide contact information of the company's designated representative in the form of an e-mail address and telephone number. The representative will address all complaints, questions, and requests for services regarding janitorial services in a prompt manner.
9. **Specific Services/Work:** The detailed description of the Work and Services to be performed by the Contractor under the terms of the Agreement is set forth on the following pages:

(Remainder of page intentionally left blank)

**CITY HALL
2010 HOWELL**

CITY HALL SPECIFIC INFORMATION:

1. All the services provided will be done according to a schedule established by the Administration Department.
2. A system of communication will be set up by the Public Works Department to enable City Hall staff and janitorial staff to communicate needs and concerns.
3. Employees working in City Hall **must submit to a background check.**
4. All janitorial services performed for City Hall will be completed after 5:00 pm, except for Mondays in the Council Chamber and Courts area; work can begin there after 9:00 pm or whenever Municipal Court is finished for the evening.
5. City Hall includes Administration, Council Chambers, Judges Chambers, Courts, IT Area, and the second floor: Community Development and Public Works.

(Remainder of page intentionally left blank)

**JANITORIAL SERVICES FREQUENCY SCHEDULE FOR CITY HALL
2010 HOWELL STREET, NORTH KANSAS CITY, MISSOURI**

TASK	M	W	F	4TH FRIDAY
All restrooms (public and staff) will be cleaned with disinfectant. Sinks, commodes, and urinals to be cleaned inside and out. Mirrors to be cleaned with glass cleaners. All surfaces wiped down, including panels and countertops. Replenish all paper products (with an additional two (2) rolls of toilet paper in each bathroom) and soap. Dust and wet mop all floors.	X	X	X	
Clean all water fountains with disinfectant.	X	X	X	
Empty all trash wastebaskets, reline with new trash bags and place all trash in outside trash dumpster.	X	X	X	
Empty only large blue recycling containers (located in Administration Kitchen, Administration Supply Room, IT area, and Public Works printer room, and place in the outside recycle dumpster.	X	X	X	
Clean and disinfect stair handrails.	X	X	X	
Wipe down with disinfectant all tables and counter tops in Administration and Community Development breakrooms.	X	X	X	
Vacuum doormats and spot clean main area carpets.	X	X		
Vacuum all main area carpets, including conference rooms.			X	
Dust mop and spot clean all hard floor surfaces in entryway, corridors, kitchens, stairwells, and common areas, and remove scuff marks.	X	X		
Wet mop all hard floor surfaces in entryway, corridors, kitchens, stairwells, and common areas.			X	
Clean glass service windows on both sides with glass cleaner. (3 in Administration, 1 in Courts, 1 in Community Development) – other days as necessary.			X	
Clean entry glass doors with glass cleaner – other days as necessary.			X	
Council Chambers: vacuum, dust dais, and wipe down furniture.			X	
Dust all horizontal surfaces, windowsills (including conference rooms and long windows in office), and desktops and sides (only if cleared off).				X
Dust all vents including ceiling vents and mini-blinds.				X
Damp wipe and clean elevator walls, threshold and tracks, and vacuum.				X

UPON REQUEST ITEMS – PLEASE BID SEPARATELY:

- Clean upholstered chairs in office, council chambers, and other areas
- Steam clean carpeted areas
- Strip and wax tiled areas

**BID SHEET
CITY HALL—2010 HOWELL**

JANITORIAL SERVICE	UNITS/TIME PERIOD	AMOUNT/COST
Cleaning of Building—Labor and Materials	Per month	\$625
Upholstery Clean—Labor and Materials		\$20/each \$195 min.
Carpet Cleaning—Labor and Materials		\$0.10/sq. ft. \$195 min.
Strip and Wax Tile Floors		\$0.48/sq. ft. \$195 min.

BIDDER’S ACKNOWLEDGEMENTS

a. The Bidder declares that it has had an opportunity to examine the site of the work and it has examined the Contract Documents therefore; that it has carefully prepared its Bid upon the basis thereof, that it has carefully examined and checked this Bid and the materials, equipment, and labor required thereunder, the cost thereof, and its figures therefor, and hereby states that the amount, or amounts, set forth in this Bid is, or are, correct and that no mistake or error has occurred in this Bid or in the Bidder’s computations upon which this Bid is based, and the Bidder agrees that it will make no claim for reformation, modifications, revisions, or correction of this Bid after the scheduled closing time for the receipt of Bids.

b. In submitting this Bid, it is agreed that it may not be withdrawn for a period of sixty (60) days after the scheduled closing time for receipt of Bids.

c. The Bidder understands that the City of North Kansas City, Missouri reserves the right to reject any or all Bids and to waive any informalities in the bidding.

d. Accompanying the Bid is the Bidder’s Statement of Qualifications. Failure of Bidder to submit the Bidder’s Statement of Qualifications with the Bid may void the Bid. The Owner does not maintain Bidder’s Statement of Qualifications on file.

BIDDER’S CERTIFICATE

The Bidder hereby certifies:

- a. Its Bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association or corporation.
- b. It has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid.
- c. It has not solicited or induced any person, firm or corporation to refrain from bidding.
- d. It has not sought by collusion or otherwise to obtain for itself any advantage over any other Bidder or over the City.
- e. It will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin in connection with the performance of the work.

LEGAL NAME OF BIDDER Hi-Gene's Janitorial Services	STATE OF ORGANIZATION Missouri
ADDRESS OF BIDDER 1836 Linn Street, Kansas City, MO 64116	TELEPHONE NO. 816.471.4118
TYPE OF ORGANIZATION <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LIMITED LIABILITY COMPANY <input type="checkbox"/> INDIVIDUAL	REGISTERED IN MISSOURI <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
I AFFIRM THAT THE INFORMATION PROVIDED IN THIS BID IS TRUE AND CORRECT. SIGNATURE 	TITLE Director of Client Services DATE June 3, 2021

**POLICE DEPARTMENT
2020 HOWELL**

POLICE DEPARTMENT SPECIFIC INFORMATION:

1. All the services provided will be done according to a schedule established by the Police Department.
2. A system of communication will be set up by the Police Department to enable the Police Station staff and janitorial staff to communicate needs and concerns.
3. Employees working in Police Department **must submit to a background check.**
4. All janitorial services performed for Police Department will be completed under competent supervision between the hours of 5:00 pm and 9:00 pm. A part-time day crew, which will work on Monday mornings, will be responsible for the weekly cleaning of the basement garage, jail cells, and emptying wastebaskets from 24/7 work areas.
5. Police Department includes three (3) levels, two lobbies, locker rooms, exercise room, and garages.

(Remainder of page intentionally left blank)

**JANITORIAL SERVICES FREQUENCY SCHEDULE FOR POLICE DEPARTMENT
2020 HOWELL STREET, NORTH KANSAS CITY, MISSOURI**

TASK	M	W	F	4THFRIDAY
Dust mop and wet mop all hard surface flooring. This includes corridors, restrooms, stairwells, elevators, common areas, and remove scuff marks.	X	X	X	
Vacuum and spot clean all carpet and doormats.	X	X	X	
Empty all trash wastebaskets, reline with new trash bags and place all trash in outside trash dumpster. <i>(Monday morning crew handles 24/7 work areas)</i>	X	X	X	
Empty only large blue recycling containers (located 1 st floor and 2 nd floor copier area, downstairs kitchen and PD EOC).	X	X	X	
Empty only large blue recycling containers (located 1 st floor and 2 nd floor copier area, downstairs kitchen and PD EOC).	X	X	X	
Dust all horizontal surfaces.	X	X	X	
Clean all water fountains in corridors and common areas with disinfectant.	X	X	X	
Clean and disinfect all stair handrails.	X	X	X	
All restrooms (public & staff) and locker rooms will be cleaned with disinfectant. Sinks, commodes, urinals and showers to be cleaned inside and out. Mirrors to be cleaned with glass cleaners. All surfaces wiped down, including panels and countertops. Replenish all paper products and soap.	X	X	X	
Clean all desktops and sides and filing cabinets (only if cleared off).	X	X	X	
Wipe down with disinfectant all tables and counter tops in kitchen.	X	X	X	
Clean entry glass doors w/ glass cleaner in lobby entrance, to restrooms, and employee entrance. Clean both sides of service windows (2 downstairs lobby, 1 upper lobby).	X	X	X	
Vacuum and dust basement hallways, locker rooms, and dust mop and wet mop the exercise room.	X	X	X	
Scrubbing and cleaning tile and grout in locker room showers.			X	
Wipe down furniture in common areas.			X	
Vacuum all upholstered chairs.			X	
Wash elevator walls.			X	
Jail Cells: Clean as directed by police officer on duty. <i>(Monday morning crew)</i>	X			
Garage Area: sweep and hose down floor. <i>(Monday morning crew)</i>	X			
Dust all heating and cooling vents.				X
Dust all mini-blinds.				X
Damp wipe elevator threshold and tracks.				X

UPON REQUEST ITEMS – PLEASE BID SEPARATELY: Steam clean carpeted areas.

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BID SHEET
POLICE DEPARTMENT—2020 HOWELL

JANITORIAL SERVICE	UNITS/TIME PERIOD	AMOUNT/COST
Cleaning of Building—Labor and Materials	Per month	\$1,175
Carpet Cleaning—Labor and Materials	Bi-Annual	\$0.10/sq. ft. \$195 min

BIDDER’S ACKNOWLEDGEMENTS

a. The Bidder declares that it has had an opportunity to examine the site of the work and it has examined the Contract Documents therefore; that it has carefully prepared its Bid upon the basis thereof, that it has carefully examined and checked this Bid and the materials, equipment, and labor required thereunder, the cost thereof, and its figures therefor, and hereby states that the amount, or amounts, set forth in this Bid is, or are, correct and that no mistake or error has occurred in this Bid or in the Bidder’s computations upon which this Bid is based, and the Bidder agrees that it will make no claim for reformation, modifications, revisions, or correction of this Bid after the scheduled closing time for the receipt of Bids.

b. In submitting this Bid, it is agreed that it may not be withdrawn for a period of sixty (60) days after the scheduled closing time for receipt of Bids.


c. The Bidder understands that the City of North Kansas City, Missouri reserves the right to reject any or all Bids and to waive any informalities in the bidding.

d. Accompanying the Bid is the Bidder’s Statement of Qualifications. Failure of Bidder to submit the Bidder’s Statement of Qualifications with the Bid may void the Bid. The Owner does not maintain Bidder’s Statement of Qualifications on file.

BIDDER’S CERTIFICATE

The Bidder hereby certifies:

- a. Its Bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association or corporation.
- b. It has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid.
- c. It has not solicited or induced any person, firm or corporation to refrain from bidding.
- d. It has not sought by collusion or otherwise to obtain for itself any advantage over any other Bidder or over the City.
- e. It will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin in connection with the performance of the work.

LEGAL NAME OF BIDDER Hi-Gene's Janitorial Services	STATE OF BUSINESS ORGANIZATION Missouri
ADDRESS OF BIDDER 1836 Linn Street, Kansas City, MO 64116	TELEPHONE NO. 816.472.4118
TYPE OF ORGANIZATION <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LIMITED LIABILITY COMPANY <input type="checkbox"/> INDIVIDUAL	REGISTERED IN MISSOURI <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
I AFFIRM THAT THE INFORMATION PROVIDED IN THIS BID IS TRUE AND CORRECT. SIGNATURE 	TITLE Director of Client Services DATE June 3, 2021

**NKC LIBRARY
2251 HOWELL**

NKC LIBRARY SPECIFIC INFORMATION:

1. All of the services provided will be done according to a schedule established by the NKC Library.
2. A system of communication will be set up by the NKC Library to enable the NKC Library staff and janitorial staff to communicate needs and concerns.
3. Employees working in the NKC Library **must submit to a background check.**
4. All janitorial services performed for the NKC Library will be completed after 9:00 pm on Monday, Tuesday, Wednesday, Thursday, and after 6:00 pm on Friday.
5. NKC Library includes entire upper level of the building, and the following areas on the lower level of the building: Administrative Office Area (including staff break room and staff restroom), Large Public Meeting Room, entire open area, and public restrooms.

(Remainder of page intentionally left blank)

**JANITORIAL SERVICES FREQUENCY SCHEDULE FOR NKC LIBRARY
2251 HOWELL STREET, NORTH KANSAS CITY, MISSOURI**

TASK	DAILY M-F	FRIDAYS	4TH FRIDAY
All restrooms (public and staff) will be cleaned with disinfectant. Sinks, commodes, and urinals to be cleaned inside and out. Mirrors to be cleaned with glass cleaners. All surfaces wiped down, including panels and countertops. Replenish all paper products and soap. Dust and wet mop all floors.	X		
Clean all water fountains with disinfectant.	X		
Empty all trash wastebaskets in all restrooms (public and staff, upper and lower levels), service desk areas (upper and lower level), public meeting room (lower level), other common areas (upper and lower levels), and staff kitchen. Reline with new trash bags when needed and place all trash in outside trash dumpster.	X		
Clean and disinfect stair handrails.	X		
Clean glass doors with glass cleaners.	X		
Vacuum and spot clean main area carpets, main stairway, and doormats.	X		
*Other areas to vacuum and spot clean on a NIGHTLY ROTATING BASIS, with each area vacuumed <i>NO LESS than weekly</i>: <u>Upper Level:</u> book shelving area, office areas, elevator, north and south stairways. <u>Lower Level:</u> public meeting rooms, entire open area, administrative area, hallway, offices, and board room.	X		
Empty all trash wastebaskets in offices and administrative area meeting room. Reline with new trash bags when needed and place all trash in outside trash dumpster.		X	
Dust mop and wet mop all hard floor surfaces in entryway, corridors, kitchens, craft room, stairwells, dock, and common areas. Remove all scuff marks.		X	
Clean all tables and counter tops.		X	
Wipe down furniture in common areas.		X	
Dust all horizontal surfaces and windowsills.		X	
Dust all vents including ceiling vents and mini-blinds.			X
Damp wipe and clean elevator walls, threshold and tracks, and vacuum.			X

UPON REQUEST ITEMS – PLEASE BID SEPARATELY:

- Clean upholstered lounge chairs
- Steam clean carpeted areas
- Strip and wax tiled areas

BID SHEET
NKC LIBRARY—2251 HOWELL

JANITORIAL SERVICE	UNITS/TIME PERIOD	AMOUNT/COST
Cleaning of Building—Labor and Materials	Per month	\$1,335
Upholstery Clean—Labor and Materials		\$20/each \$195 min.
Carpet Cleaning—Labor and Materials		\$0.10/sq. ft \$195 min.
Strip and Wax Tile Floors		\$0.48/sq. ft. \$195 min.

BIDDER’S ACKNOWLEDGEMENTS

a. The Bidder declares that it has had an opportunity to examine the site of the work and it has examined the Contract Documents therefore; that it has carefully prepared its Bid upon the basis thereof, that it has carefully examined and checked this Bid and the materials, equipment, and labor required thereunder, the cost thereof, and its figures therefor, and hereby states that the amount, or amounts, set forth in this Bid is, or are, correct and that no mistake or error has occurred in this Bid or in the Bidder’s computations upon which this Bid is based, and the Bidder agrees that it will make no claim for reformation, modifications, revisions, or correction of this Bid after the scheduled closing time for the receipt of Bids.

b. In submitting this Bid, it is agreed that it may not be withdrawn for a period of sixty (60) days after the scheduled closing time for receipt of Bids.

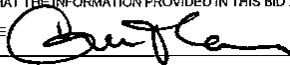
c. The Bidder understands that the City of North Kansas City, Missouri reserves the right to reject any or all Bids and to waive any informalities in the bidding.

d. Accompanying the Bid is the Bidder’s Statement of Qualifications. Failure of Bidder to submit the Bidder’s Statement of Qualifications with the Bid may void the Bid. The Owner does not maintain Bidder’s Statement of Qualifications on file.

BIDDER’S CERTIFICATE

The Bidder hereby certifies:

- a. Its Bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association or corporation.
- b. It has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid.
- c. It has not solicited or induced any person, firm or corporation to refrain from bidding.
- d. It has not sought by collusion or otherwise to obtain for itself any advantage over any other Bidder or over the City.
- e. It will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin in connection with the performance of the work.

LEGAL NAME OF BIDDER Hi-Gene’s Janitorial Services	STATE OF ORGANIZATION Missouri
ADDRESS OF BIDDER 1836 Linn Street, Kansas City, MO 64116	TELEPHONE NO. 816.472.4118
TYPE OF ORGANIZATION <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LIMITED LIABILITY COMPANY <input type="checkbox"/> INDIVIDUAL	REGISTERED IN MISSOURI <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
I AFFIRM THAT THE INFORMATION PROVIDED IN THIS BID IS TRUE AND CORRECT. SIGNATURE: 	TITLE: Director of Client Services DATE: June 3, 2021

**PARKS AND RECREATION DEPARTMENT
1201 CLARK FERGUSON DRIVE**

PARKS AND RECREATION DEPARTMENT SPECIFIC INFORMATION:

1. All the services provided will be done according to a schedule established by the Parks and Recreation Department.
2. A system of communication will be set up by the Public Works Department to enable Parks and Recreation staff and janitorial staff to communicate needs and concerns.
3. Employees working in the Parks and Recreation building **must submit to a background check.**
4. All janitorial services performed for Parks and Recreation Department will be completed after 5:00 pm or before 9:00 a.m.

(Remainder of page intentionally left blank)

**JANITORIAL SERVICES FREQUENCY SCHEDULE FOR NKC PARKS &
RECREATION
1201 CLARK FERGUSON DRIVE**

TASK	M/W/F	WEEKLY	4th FRIDAY
Empty all wastebaskets in common areas, meeting rooms, and kitchen; reline with new trash bags, and place all trash in outside trash dumpster	X		
Clean all water fountains with disinfectant	X		
All restrooms will be cleaned with disinfectant. All sinks, commodes, urinals, shall be cleaned inside and out. Dust mop and wet mop all floor surfaces. All surfaces will be wiped down. Mirrors will be cleaned with glass cleaners. Replenish all paper towels, toilet paper and soap dispensers. Empty all wastebaskets, reline with new trash bags, and place all trash in outside trash dumpster.	X		
Clean glass doors with glass cleaners (entry and patio)	X		
Dust mop and wet mop all hard floor surfaces in entryway, corridors, kitchens, meeting rooms, and common areas. Remove all scuff marks.		X	
Clean all tables and counter tops		X	
Wipe down furniture in common areas and dust		X	
Dust all horizontal surfaces, windowsills, and desk sides and tops (only if cleared off) in the office area and breakroom			X
Dust all vents including ceiling vents and mini blinds			X

(Remainder of page intentionally left blank)

BID SHEET
NKC PARKS AND RECREATION BUILDING—1201 CLARK FERGUSON DRIVE

JANITORIAL SERVICE	UNITS/TIME PERIOD	AMOUNT/COST
Cleaning—Labor and Materials	Per month	\$650
Lounge chairs upholstery Clean—Labor and Materials	Bi-Annual	\$20/each \$195 min.
Carpet Cleaning—Labor and Materials	Bi-Annual	\$0.10/sq. ft. \$195 min.
Strip and Wax Tile Floors	Bi-Annual	\$0.48/sq. ft. \$195 min.

BIDDER’S ACKNOWLEDGEMENTS

a. The Bidder declares that it has had an opportunity to examine the site of the work and it has examined the Contract Documents therefore; that it has carefully prepared its Bid upon the basis thereof, that it has carefully examined and checked this Bid and the materials, equipment, and labor required thereunder, the cost thereof, and its figures therefor, and hereby states that the amount, or amounts, set forth in this Bid is, or are, correct and that no mistake or error has occurred in this Bid or in the Bidder’s computations upon which this Bid is based, and the Bidder agrees that it will make no claim for reformation, modifications, revisions, or correction of this Bid after the scheduled closing time for the receipt of Bids.

b. In submitting this Bid, it is agreed that it may not be withdrawn for a period of sixty (60) days after the scheduled closing time for receipt of Bids.

c. The Bidder understands that the City of North Kansas City, Missouri reserves the right to reject any or all Bids and to waive any informalities in the bidding.

d. Accompanying the Bid is the Bidder’s Statement of Qualifications. Failure of Bidder to submit the Bidder’s Statement of Qualifications with the Bid may void the Bid. The Owner does not maintain Bidder’s Statement of Qualifications on file.

BIDDER’S CERTIFICATE

The Bidder hereby certifies:

- a. Its Bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association or corporation.
- b. It has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid.
- c. It has not solicited or induced any person, firm or corporation to refrain from bidding.
- d. It has not sought by collusion or otherwise to obtain for itself any advantage over any other Bidder or over the City.
- e. It will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin in connection with the performance of the work.

LEGAL NAME OF BIDDER Hi-Gene's Janitorial Services	STATE OF ORGANIZATION Missouri
ADDRESS OF BIDDER 1836 Linn Street, Kansas City, MO 64116	TELEPHONE NO. 816.472.4118
TYPE OF ORGANIZATION <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LIMITED LIABILITY COMPANY <input type="checkbox"/> INDIVIDUAL	REGISTERED IN MISSOURI <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

I AFFIRM THAT THE INFORMATION PROVIDED IN THIS BID IS TRUE AND CORRECT.	TITLE	DATE June 3, 2021
SIGNATURE		

EXHIBIT "B"
INVITATION FOR BID

See Invitation for Bid beginning on following page.

(Remainder of page intentionally left blank)

EXHIBIT "C"
CONTRACTOR'S BID/RESPONSE

See Contractor's Bid (signed) beginning on following page.

(Remainder of page intentionally left blank)

EXHIBIT "D"
SCHEDULE OF COMPENSATION

D.1.1. **Payments.** The Contractor shall prepare an invoice for payment and submit to the City for approval. The City shall pay the Contractor monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. Payment will be made within 30 days of the invoice on a monthly basis.

(Remainder of page intentionally left blank)

EXHIBIT “E”
SCHEDULE OF PERFORMANCE

E.1.1. The Schedule of Performance Contractor shall be as follows:

The Contract period begins on July 1, 2021. The Contractor agrees to perform the services and work set forth in the janitorial services frequency schedule for each of the four identified buildings as set out in detail in Exhibit A—Scope of Services. Contractor agrees to commence the services and the work on July 1, 2021. Prior to the commencement date, the Contractor shall provide to the City all required certificates of insurance and insurance endorsements, the required bond, the signed affidavits and all other paperwork required under this Agreement.

(The remainder of this page is intentionally left blank)

EXHIBIT "F"
AFFIDAVIT TO COMPLY WITH § 285.530, MO. REV. STAT.

STATE OF _____ }
COUNTY OF _____ } 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 _____, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is _____ and I am currently the _____ of _____ (hereinafter "**Contractor**"), whose business address is _____, _____, 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:

JANITORIAL SERVICES FOR NORTH KANSAS CITY

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: _____

STATE OF _____ }
COUNTY OF _____ } ss.

On this ____ day of _____, 2021, before me personally appeared _____, 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 ____ day of _____, 2021.

Notary Public

My Commission Expires:

EXHIBIT "G
AFFIDAVIT TO COMPLY WITH § 34.600, MO. REV. STAT.

STATE OF _____)
) ss.
COUNTY OF _____)

**AFFIDAVIT OF COMPLIANCE
WITH ANTI-DISCRIMINATION AGAINST ISRAEL ACT**

(Effective 8-28-2020)

(Contracts in excess of \$100,000.00/Companies with 10 employees or more)

Before me, the undersigned Notary Public, personally appeared _____
who, by me being duly sworn, deposed as follows:

My name is _____, I am of sound mind, capable of making this Affidavit,
and personally acquainted with the facts herein stated:

I am the _____ of _____, of
_____.

I have the legal authority to make the following assertion:

Pursuant to § 34.600, MO. REV. STAT., _____ of
_____ is not currently engaged in and shall not, for the duration
of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business
in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons
or entities doing business in the State of Israel.

Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this
_____ day of _____, 2021.

Notary Public

My Commission Expires:

BILL NO. 7613

ORDINANCE NO. 9411

**AN ORDINANCE AUTHORIZING PAYMENT FOR CERTAIN ACCOUNTS
DUE AND PAYABLE BY THE CITY THROUGH JULY 16, 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	118,431.85
B. Payroll Transfers	424,886.41
C. Transportation Sales Tax	45,022.60
D. Convention & Tourism	21,288.83
E. Gaming Fund	13,394.41
F. Community Center	—
G. Water Fund	37,128.36
H. Sewerage System Fund	10,696.57
I. Pension Fund	—
J. Northgate Capital Project	—
K. Health Fund	—
L. Communications Fund	—
	<hr/>
	\$ 670,849.03
	<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 20th day of July, 2021

Mayor

APPROVED this 20th day of July, 2021

Mayor

ATTEST:

City Clerk

PAYMENT ORDINANCE DETAIL FOR JULY 16, 2021

	VISA WIRE	CHECK/DRAFT	TOTAL
GENERAL FUND	\$ -	118,431.85	118,431.85
PARKS & RECREATION	-	5,749.04	5,749.04
LIBRARY	-	6,456.12	6,456.12
TRANSPORTATION	-	45,022.60	45,022.60
CONVENTION & TOURISM	-	21,288.83	21,288.83
GAMING FUND	-	13,394.41	13,394.41
NORTHGATE CAPITAL PROJECT	-	—	—
HEALTH FUND	-	—	—
WATER	-	37,128.36	37,128.36
SEWER	-	10,696.57	10,696.57
COMMUNITY CENTER	-	0.00	—
COMMUNICATIONS FUND	-	0.00	—
PENSION	-	—	—
REPORT SUB-TOTAL	\$ -	\$ 258,167.78	\$ 258,167.78

PAYROLL TRANSFERS THROUGH JULY 16, 2021 424,886.41

Total Payments **\$ 683,054.19**

Less Parks & Library (12,205.16)

ORDINANCE TOTAL **\$ 670,849.03**



Expense Approval Report

By Segment (Select Below)

Payment Dates 7/7/2021 - 7/21/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CITY OF NORTH KANSAS CITY	INV0001483	07/06/2021	FLEX DC	10-2266	333.33
CITY OF NORTH KANSAS CITY	INV0001483	07/06/2021	FLEX MEDICAL	10-2267	940.51
CITY OF NORTH KANSAS CITY	INV0001483	07/06/2021	FLEX MEDICAL	20-2267	218.75
CITY OF NORTH KANSAS CITY	INV0001483	07/06/2021	FLEX MEDICAL	22-2267	41.67
CITY OF NORTH KANSAS CITY	INV0001483	07/06/2021	FLEX MEDICAL	60-2267	104.17
USBANK - INSTITUTIONAL T	INV0001484	07/06/2021	P&F PENSION FIRE-EE	10-2251	4,391.44
USBANK - INSTITUTIONAL T	INV0001484	07/06/2021	P&F PENSION POLICE-EE	10-2251	2,486.91
TRANSTAR INDUSTRIES	7/7/21	07/08/2021	REFUND OF DOUBLE PAYMEN	10-2430	66.44
ICMA - RC RETIREMENT COM	ICMA 7-9-2021	07/08/2021	ICMA - EE	10-2252	29,239.64
ICMA - RC RETIREMENT COM	ICMA 7-9-2021	07/08/2021	ICMA - EE	10-2259	1,404.43
ICMA - RC RETIREMENT COM	ICMA 7-9-2021	07/08/2021	ICMA - EE	20-2252	49.64
ICMA - RC RETIREMENT COM	ICMA 7-9-2021	07/08/2021	ICMA	20-2259	173.08
ICMA - RC RETIREMENT COM	ICMA 7-9-2021	07/08/2021	ICMA - EE	22-2252	456.04
ICMA - RC RETIREMENT COM	ICMA 7-9-2021	07/08/2021	ICMA - EE	60-2252	569.05
ICMA - RC RETIREMENT COM	ICMA 7-9-2021	07/08/2021	ICMA	60-2259	50.47
ICMA - RC RETIREMENT COM	ICMA 7-9-2021	07/08/2021	DEFERRED COMP	61-2252	159.16
CALEB NELSON	07-09-21	07/09/2021	CLAY COUNTY OFF-DUTY OFFI	20-4660	180.00
CRAIG GRECO	7-9-21	07/09/2021	CLAY CO OFF DUTY OFFICER -	20-4660	180.00
CALEB NELSON	07/09/2021	07/12/2021	ONE ADDITIONAL HOUR OF S	20-4660	45.00
CRAIG GRECO	07-09-2021	07/12/2021	CLAY COUNTY OFF DUTY OFFI	20-4660	225.00
Natalie Phillips	7-09-21	07/14/2021	Refund for Shelter #2	20-4661	50.00
MO DEPT SALES TAX	7-14-21	07/14/2021	June 21 SALES TAX	60-2050	6,132.34
					47,497.07

Department: 505 - ADMINISTRATION

ICMA - RC RETIREMENT COM	ICMA 7-9-2021	07/08/2021	DEFERRED COMP	10-505-5210	985.19
JAMES T MAENHOUDT	7/9/21	07/09/2021	NET PAYCHECK FOR PAYDATE	10-505-7001	1,162.90
WEST PUBLISHING CORP	844687318	07/09/2021	LIBRARY PLAN CHARGES -- WE	10-505-6030	154.68
WEST PUBLISHING CORP	844603569	07/12/2021	MONTHLY CHARGE FOR WEST	10-505-6030	1,000.00
BEARS PRINTING & BINDERY, I	015260	07/13/2021	SUMMER 2021 -- NKC CONNE	10-505-6050	2,347.70
NORTH KANSAS CITY BUS CO	1275	07/13/2021	NKCBC LUNCHEON -- ZACH CL	10-505-5427	22.00
NECCO COFFEE INC	132393	07/13/2021	COFFEE	10-505-7001	124.55
OFFICE DEPOT INC	180181888001	07/13/2021	OFFICE SUPPLIES	10-505-7001	360.18
Department 505 - ADMINISTRATION Total:					6,157.20

Department: 506 - MUNICIPAL COURT

ICMA - RC RETIREMENT COM	ICMA 7-9-2021	07/08/2021	DEFERRED COMP	10-506-5210	70.78
UNISOURCE DOCUMENT PRO	2876901 - MC	07/13/2021	MONTHLY COPY CHARGES	10-506-6110	24.76
UNISOURCE DOCUMENT PRO	2903596 - MC	07/13/2021	MONTHLY COPY CHARGES	10-506-6110	28.40
Department 506 - MUNICIPAL COURT Total:					123.94

Department: 510 - FIRE

USBANK - INSTITUTIONAL T	INV0001484	07/06/2021	P&F PENSION FIRE-ER	10-510-5220	9,774.47
OFFICE DEPOT INC	178895677001	07/07/2021	Tape, stapler, Lamination, Lab	10-510-7001	71.13
MCKESSON MEDICAL-SURGIC	18264515	07/07/2021	FUROSEMIDE	10-510-7011	132.31
MCKESSON MEDICAL-SURGIC	18276243	07/07/2021	Spint - refill fastsplint	10-510-7011	647.06
MCKESSON MEDICAL-SURGIC	18276251	07/07/2021	Catheter, INS autogrd	10-510-7011	107.20
MCKESSON MEDICAL-SURGIC	18276253	07/07/2021	Needle, FLTR	10-510-7011	14.15
MCKESSON MEDICAL-SURGIC	18276280	07/07/2021	Splint - Refill	10-510-7011	124.45
MCKESSON MEDICAL-SURGIC	18276316	07/07/2021	Splint - refill fastsplint	10-510-7011	246.40
MCKESSON MEDICAL-SURGIC	18278098	07/07/2021	Adenosine	10-510-7011	328.48
MCKESSON MEDICAL-SURGIC	18280420	07/07/2021	Circuit Kit, Spit Hood, Epineph	10-510-7011	96.99
MCKESSON MEDICAL-SURGIC	18280469	07/07/2021	Spit Hood	10-510-7011	17.78
MCKESSON MEDICAL-SURGIC	18283431	07/07/2021	Gloves Exam NTRL	10-510-7011	287.50
MCKESSON MEDICAL-SURGIC	18283596	07/07/2021	Gloves Exam NTRL	10-510-7011	215.42
MEDICAL EQUIPMENT SOLUTI	219474	07/07/2021	Rental for the month of June	10-510-7011	39.75

Expense Approval Report

Payment Dates: 7/7/2021 - 7/21/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
T & W TIRE LLC	3040032011	07/07/2021	Remove & Install tires on Amb	10-510-7140	296.00
ZOLL MEDICAL CORP	3314377	07/07/2021	Adult Cuff double tube	10-510-7011	133.86
DAY-STAR CORPORATION	580106	07/07/2021	Honeywell FF Supplies	10-510-7010	50.00
Meatball Dreams LLC	7062021	07/07/2021	20 Box lunches for ACLS class	10-510-5426	220.00
DR STEVEN L RUSSELL	AUG 2021	07/07/2021	Professional Medical Advisory	10-510-5480	1,000.00
GALLS LLC	BC1388602	07/07/2021	Tactical Job shirts and Tac. Sh	10-510-7050	762.32
Office Essentials Inc	CIV1557888	07/07/2021	Monthly Operational supplies	10-510-7014	196.60
ICMA - RC RETIREMENT COM	ICMA 7-9-2021	07/08/2021	DEFERRED COMP	10-510-5210	1,590.65
MEDASSURE HEARTLAND LLC	134207, 134010	07/12/2021	Bio-waste removal station1	10-510-7011	123.60
MCKESSON MEDICAL-SURGIC	18292232	07/12/2021	Transport unit	10-510-7011	223.55
UNION MILL SUPPLY LLC	4493	07/12/2021	Dishwashing machine cleaner	10-510-7011	57.50
BOUND TREE MEDICAL LLC	84119802	07/12/2021	Sharps container, wall safe	10-510-7011	174.36
UNISOURCE DOCUMENT PRO	2876901 - FD	07/13/2021	MONTHLY OCPY CHARGES	10-510-7001	143.97
UNISOURCE DOCUMENT PRO	2903596 - FD	07/13/2021	MONTHLY OCPY CHARGES	10-510-7001	90.06
Department 510 - FIRE Total:					17,165.56

Department: 515 - POLICE

OUTDOOR RESTROOMS LLC	454095	07/06/2021	ORI SERVICE JULY 2021	10-515-7022	55.00
USBANK - INSTITUTIONAL T	INV0001484	07/06/2021	P&F PENSION POLICE-ER	10-515-5220	5,535.34
ERGOMETRICS & APPL PERSO	140445	07/07/2021	DISPATCHER TESTING	10-515-6324	182.60
EQUIFAX INFORMATION SERVI	6409542	07/07/2021	EQUIFAX JUNE 2021	10-515-7018	75.00
MICHAEL P JOSEPHSON	7/8/21	07/08/2021	Clothing Reimbursement	10-515-7050	59.99
ICMA - RC RETIREMENT COM	ICMA 7-9-2021	07/08/2021	DEFERRED COMP	10-515-5210	2,174.62
CLAY COUNTY SHERIFF DEPT	INV0001486	07/09/2021	INMATE HOUSING	10-515-7020	4,502.00
Bob Barker Co Inc	INV1638648	07/12/2021	JAIL COVERALLS	10-515-7020	230.12
UNISOURCE DOCUMENT PRO	2876901 - PD	07/13/2021	MONTHLY COPY CHARGES	10-515-6110	495.84
UNISOURCE DOCUMENT PRO	2903596 - PD	07/13/2021	MONTHLY COPY CHARGES	10-515-6110	103.66
Department 515 - POLICE Total:					13,414.17

Department: 521 - BUILDINGS & GROUNDS

SHRED-IT US JV LLC	8182314917	07/06/2021	monthly shred services for CH	10-521-6057	9.09
SHRED-IT US JV LLC	8182314974	07/06/2021	monthly shred services for CH	10-521-6057	23.50
COMMERCIAL LAWN CARE IN	3072	07/07/2021	Mowing	10-521-7160	100.00
COMMERCIAL LAWN CARE IN	3085	07/07/2021	Mowing	10-521-7160	150.00
CARRIER CORPORATION	90129798	07/07/2021	HVAC Repairs at Library	10-521-7110	230.00
CENTRAL POWER SYSTEMS &	R11400704701	07/07/2021	Generator Inspection	10-521-7110	295.00
CENTRAL POWER SYSTEMS &	R11400720901	07/07/2021	Generator Inspection	10-521-7110	1,029.00
CENTRAL POWER SYSTEMS &	R11400721001	07/07/2021	Generator Inspection	10-521-7110	1,002.00
ICMA - RC RETIREMENT COM	ICMA 7-9-2021	07/08/2021	DEFERRED COMP	10-521-5210	161.74
HI-GENE'S JANITORIAL SVC IN	71195	07/12/2021	monthly custodial CH & PD	10-521-6330	625.00
HI-GENE'S JANITORIAL SVC IN	71196	07/12/2021	Cleaning and restock supplies	10-521-7006	1,711.95
CENTRAL POWER SYSTEMS &	R114007209	07/12/2021	Annual generator inspections	10-521-7110	1,029.00
CENTRAL POWER SYSTEMS &	R114007210	07/12/2021	Annual generator inspections	10-521-7110	1,002.00
UNISOURCE DOCUMENT PRO	2903596 - MS	07/13/2021	MONTHLY COPY CHARGES	10-521-7001	15.69
UNISOURCE DOCUMENT PRO	6876901 - MS	07/13/2021	MONTHLY COPY CHARGES	10-521-7001	46.25
Department 521 - BUILDINGS & GROUNDS Total:					7,430.22

Department: 524 - CONVENTION & TOURISM

Phillip J Antkowicz	06122021	06/08/2021	2 HR STEEL PAN PERFORMAN	24-524-6090	200.00
JEFFREY CROUCH	2101 Zeroes	07/02/2021	July, August, and September C	24-524-6090	350.00
SIGN-CRAFT INC	4824	07/02/2021	Custom Arts in the Park Yard S	24-524-6090	3,406.08
WSP USA INC	1066025	07/06/2021	Armour Rd TO 6 thru 5/31/21	24-524-8770	7,015.42
River North District	7/7/21	07/07/2021	FINAL PAYMENT PINT PATH	24-524-6090	250.00
BRADLEY ALLEN VOTAVA	AUG 2021	07/07/2021	Aug 6,2021 Friday in the Park	24-524-6090	270.00
THOMAS M PENDER	AUG 2021	07/07/2021	Aug 20,2021 Friday in the Par	24-524-6090	499.00
KENTON L RAUSCH	AUG 2021	07/07/2021	Aug 13,2021 Friday in the Par	24-524-6090	800.00
GARY RICHMOND	AUG 2021	07/07/2021	Aug 27,2021 Friday in the Par	24-524-6090	1,135.00
KENNETH A REMMERT	AUG 2021	07/07/2021	Friday in the Park Music Progr	24-524-6090	683.33
THE ZEROS LLC	7/9/21	07/09/2021	MUSIC IN THE PARK	24-524-6090	2,500.00
SOLI'S PRINTING INC	172287	07/12/2021	Friday in the Park Flyers	24-524-6090	130.00
PROPRINT INC	182462	07/13/2021	DESTINATIONS ATTRACTIONS	24-524-6347	482.00
PROPRINT INC	182527	07/13/2021	DESTINATION ATTRACTIONS E	24-524-6347	568.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NEXSTAR INC	3054720-1	07/13/2021	Advertising for Arts in the Par	24-524-6090	2,500.00
SIGN-CRAFT INC	4837	07/13/2021	Friday Night Concerts Digital	24-524-6090	500.00
Department 524 - CONVENTION & TOURISM Total:					21,288.83
Department: 525 - PUBLIC WORKS ADMIN					
DREXEL TECHNOLOGIES, INC	53343	07/07/2021	Print Meter	10-525-6110	44.80
UNISOURCE DOCUMENT PRO	2876901 - PW	07/13/2021	MONTHLY COPY CHARGES	10-525-7120	77.60
UNISOURCE DOCUMENT PRO	2903596 - PW	07/13/2021	MONTHLY COPY CHARGES	10-525-7120	45.54
Department 525 - PUBLIC WORKS ADMIN Total:					167.94
Department: 526 - COMMUNITY DEVELOPMENT					
Wilson & Company	98394	07/06/2021	Wilson Co Rate Schedule Labo	10-526-6090	7,634.00
ICMA - RC RETIREMENT COM	ICMA 7-9-2021	07/08/2021	DEFERRED COMP	10-526-5210	283.41
UNISOURCE DOCUMENT PRO	2876901 - CD	07/13/2021	MONTHLY COPY CHARGES	10-526-7001	31.56
UNISOURCE DOCUMENT PRO	2903596 - CD	07/13/2021	MONTHLY COPY CHARGES	10-526-7001	17.59
NECCO COFFEE INC	132784	07/14/2021	Necco 7/9/21	10-526-7001	125.60
KC BLUEPRINT & PLAN ROOM	156360	07/14/2021	18Swift Podium Plans	10-526-7090	32.55
SPRINT SPECTRUM LP	7/10/21	07/15/2021	SERVICE 6/7 TO 7/6	10-526-6735	99.98
Department 526 - COMMUNITY DEVELOPMENT Total:					8,224.69
Department: 533 - INTERDEPARTMENTAL					
US POSTAL SERVICE	7/7/21	07/07/2021	BULK MAILING PERMIT #416	10-533-7009	3,000.00
North Kansas City Hospital	Aug 2021	07/07/2021	Wellness Services Agreement	10-533-6328	1,368.00
Evergy	7/1/21	07/08/2021	Services 5/31 to 6/30 211094	10-533-6710	440.75
JIM'S DISPOSAL SERVICE LLC	55150	07/12/2021	solid waste services for city a	10-533-6750	20,503.56
UNISOURCE DOCUMENT PRO	2093596 - CH	07/13/2021	MONTHLY COPY CHARGES	10-533-7003	638.62
UNISOURCE DOCUMENT PRO	2876901 - CH	07/13/2021	MONTHLY COPY CHARGES	10-533-7003	125.86
Evergy	7/9/21	07/14/2021	Various Accts Pd See Attached	10-533-6710	86.97
Charter Communications Hold	7/10/21	07/15/2021	Service 7/10 to 8/9 PD	10-533-6337	119.14
Charter Communications Hold	7/10/21	07/15/2021	Service 7/10 to 8/9 Admin	10-533-6337	51.06
WINDSTREAM CORPORATION	7/8/21	07/15/2021	8/8/19-9/8/19 SERVICES ACCT	10-533-6730	551.47
Department 533 - INTERDEPARTMENTAL Total:					26,885.43
Department: 535 - GAMING					
OLSSON ASSOCIATES	389626	07/06/2021	Professional Services thru Jun	25-535-8770	5,816.68
Storsafe IV LLC	Aug 2021	07/07/2021	18th & Clay Parking Lot Rent	25-535-8770	400.00
127 SWIFT LLC	AUG 2021	07/07/2021	Parking lot between Clay & S	25-535-8770	2,016.33
911 CUSTOM LLC	45004	07/09/2021	MIEROTTOS VEHICLE CHANG	25-535-8750	3,016.40
MOTOROLA INC	8281138001	07/13/2021	SINGLE UNIT CHARGER	25-535-8750	495.00
MOTOROLA INC	8281138001	07/13/2021	MULTI-UNIT CHARGER	25-535-8750	1,650.00
Department 535 - GAMING Total:					13,394.41
Department: 540 - PARKS & RECREATION					
ANGEL WASHINGTON-EL	001 06/23/2021	06/23/2021	Supplies for Braided Girls Sum	20-540-7090	300.00
Itua Ehovuon	7/7/21	07/08/2021	JUNE TENNIS LESSONS 6 HOU	20-540-7090	120.00
ICMA - RC RETIREMENT COM	ICMA 7-9-2021	07/08/2021	DEFERRED COMP	20-540-5210	126.02
ICE MASTERS INC	00429122	07/12/2021	Monthly Ice Machine Rental	20-540-7110	130.00
BEARS PRINTING & BINDERY, I	015265	07/12/2021	Post Cards for Fall Ball Registr	20-540-7090	125.91
NATIONAL EXTERMINATING	2503967	07/12/2021	Monthly Pest Control Fee - M	20-540-7190	47.00
NATIONAL EXTERMINATING	2504829	07/12/2021	Monthly Pest Control Fee - Bu	20-540-7110	72.00
COMMERCIAL AQUATIC SVCS	40548-1	07/12/2021	Serviced the UV Unit with a n	20-540-7190	2,058.91
UNISOURCE DOCUMENT PRO	2876901 - PR	07/13/2021	MONTHLY COPY CHARGES	20-540-7001	101.97
UNISOURCE DOCUMENT PRO	2903596 - PR	07/13/2021	MONTHLY COPY CHARGES	20-540-7001	71.84
AMERICAN FUSION LLC	6.19	07/13/2021	Catered meal for bowties & ti	20-540-6620	315.00
Amy Vance	7/12/21	07/13/2021	YOGA IN THE PARK 6 WEEK SE	20-540-7090	100.00
Evergy	7/9/21	07/14/2021	Various Accts Pd See Attached	20-540-6710	1,028.95
WINDSTREAM CORPORATION	7/8/21	07/15/2021	8/8/19-9/8/19 SERVICES ACCT	20-540-6730	29.97
Department 540 - PARKS & RECREATION Total:					4,627.57
Department: 550 - LIBRARY					
AT&T	06/19/21	06/19/2021	Services 6/19 to 7/18 816-221	21-550-6730	558.54
THE PITNEY BOWES BANK INC	6/24/21	06/24/2021	June 2021 8000-9000-0020-8	21-550-7009	105.00
VERIZON WIRELESS SVCS LLC	6/22/21	07/08/2021	Service 5/23 to 6/22 Invoice #	21-550-6730	107.46
CASS COUNTY PUBLIC LIBRAR	03192021	07/13/2021	BOOKS	21-550-7370	13.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Christine M Duer	0623CD	07/13/2021	ADULT PROGRAM	21-550-7325	120.00
NORTH KC SECURITY PATROL	101370	07/13/2021	MAINT AGREEMENT	21-550-6110	30.00
Blackstone Audio Inc.	1229546	07/13/2021	AUDIOVISUAL	21-550-7340	148.50
Blackstone Audio Inc.	1230807	07/13/2021	AUDIOVISUAL	21-550-7340	34.95
COPY CARD CONTROL SYSTE	126705	07/13/2021	MAINT AGREEMENT	21-550-6110	46.81
CENTER POINT INC	1861246	07/13/2021	BOOKS	21-550-7370	406.86
NATIONAL EXTERMINATING	2503728	07/13/2021	SERVICES	21-550-6355	60.00
SUMNERONE INC	2911899	07/13/2021	MAINT AGREEMENT	21-550-6110	50.57
DENNIS R. PORTER	4725	07/13/2021	CHILDRENS PROGRAM	21-550-7320	1,200.00
MIDWEST TAPE LLC	500625893	07/13/2021	AUDIOVISUAL	21-550-7340	28.48
MIDWEST TAPE LLC	500657388	07/13/2021	AUDIOVISUAL	21-550-7340	22.49
WELLS FARGO FINANCIAL LEA	5015635493	07/13/2021	MAIN AGREEMENT	21-550-6110	92.00
INGRAM LIBRARY SERVICES	53484704	07/13/2021	BOOKS	21-550-7370	655.59
INGRAM LIBRARY SERVICES	53484705	07/13/2021	BOOKS	21-550-7370	329.01
INGRAM LIBRARY SERVICES	53526232	07/13/2021	BOOKS	21-550-7370	269.53
INGRAM LIBRARY SERVICES	53551759	07/13/2021	BOOKS	21-550-7370	163.12
INGRAM LIBRARY SERVICES	53570767	07/13/2021	BOOKS	21-550-7370	808.20
INGRAM LIBRARY SERVICES	53670244	07/13/2021	BOOKS	21-550-7370	932.59
DE LAGE LANDEN FINANCIAL	73022169	07/13/2021	SERVICES	21-550-6355	97.00
CENGAGE LEARNING INC	74561812	07/13/2021	BOOKS	21-550-7370	90.96
CENGAGE LEARNING INC	74567713	07/13/2021	BOOKS	21-550-7370	45.73
CENGAGE LEARNING INC	74568105	07/13/2021	BOOKS	21-550-7370	39.73
Department 550 - LIBRARY Total:					6,456.12

Department: 560 - WATER

JCI INDUSTRIES INC	8215427	07/06/2021	new sump pump raw	60-560-7110	1,233.00
MISSISSIPPI LIME CO	1556711	07/07/2021	Lime	60-560-7005	5,419.43
MISSISSIPPI LIME CO	1556738	07/07/2021	Lime	60-560-7005	5,432.30
MISSISSIPPI LIME CO	1556761	07/07/2021	Lime	60-560-7005	5,327.21
HAWKINS INC	3526494	07/07/2021	CL	60-560-7005	1,336.56
SCHULTE SUPPLY INC	51173679.001	07/07/2021	Water Distribution Repair	60-560-7150	3,353.98
ICMA - RC RETIREMENT COM	ICMA 7-9-2021	07/08/2021	DEFERRED COMP	60-560-5210	465.76
NATIONAL EXTERMINATING	2503641	07/12/2021	Pest Control	60-560-7110	57.75
KANSAS CITY WINWATER WO	282106	07/12/2021	water valve replacement part	60-560-8770	1,757.50
PRAXAIR DISTRIBUTORS INC	64689440	07/12/2021	CO2 for water plant	60-560-7005	3,565.40
UNISOURCE DOCUMENT PRO	2876901 - WP	07/13/2021	MONTHLY COPY CHARGES	60-560-6120	54.68
UNISOURCE DOCUMENT PRO	2903596 - WP	07/13/2021	MONTHLY COPY CHARGES	60-560-6120	10.49
CRAMER COMPUTER SUPPLIE	37091	07/13/2021	UTILITY BILLS	60-560-7001	590.26
KC WATER SERVICE DEPT	7/1/21	07/13/2021	SERVICE DATES 5/30 TO 6/31	60-560-6740	920.59
KC WATER SERVICE DEPT	07-1-21	07/15/2021	SERVICE 5/30 TO 6/30	60-560-6740	699.47
WINDSTREAM CORPORATION	7/8/21	07/15/2021	8/8/19-9/8/19 SERVICES ACCT	60-560-6730	47.95
Department 560 - WATER Total:					30,272.33

Department: 570 - WATER POLLUTION CONTROL

MISSOURI WATER & WASTE	07/2021 - 07/2022	06/30/2021	Annual MWWC Membership	61-570-6220	105.00
KEYSTONE LABORATORIES INC	1E04316, 1E03448	07/06/2021	Chemicals	61-570-6430	175.00
RL YATES ELECTRIC CO INC	2687.1	07/06/2021	Install SCADA at pump station	61-570-8760	9,000.00
ICMA - RC RETIREMENT COM	ICMA 7-9-2021	07/08/2021	DEFERRED COMP	61-570-5210	132.72
NATIONAL EXTERMINATING	2503642	07/12/2021	Pest Control	61-570-7110	57.75
RL YATES ELECTRIC CO INC	3266	07/12/2021	Lift Station Repair	61-570-7155	253.50
CARRIER CORPORATION	90129805	07/12/2021	WPC HVAC Repair	61-570-7110	140.00
UNISOURCE DOCUMENT PRO	2876901 - WPC	07/13/2021	MONTHLY COPY CHARGES	61-570-7001	48.49
UNISOURCE DOCUMENT PRO	2903596 - WPC	07/13/2021	MONTHLY COPY CHARGES	61-570-7001	16.71
CRAMER COMPUTER SUPPLIE	37091	07/13/2021	UTILITY BILLS	61-570-7001	590.26
WINDSTREAM CORPORATION	7/8/21	07/15/2021	8/8/19-9/8/19 SERVICES ACCT	61-570-6730	17.98
Department 570 - WATER POLLUTION CONTROL Total:					10,537.41

Department: 580 - TRANSPORTATION

CUSTOM TREE CARE INC	19927	07/06/2021	tree trimming, removals, grin	22-580-7181	2,742.50
CUSTOM TREE CARE INC	19942	07/06/2021	tree trimming, removals, grin	22-580-7181	212.50
PROFESSIONAL TURF PRODUC	1537030-00	07/07/2021	Toro Mower Repair	22-580-7210	1,254.25
IMPACT RECOVERY SYSTEMS I	25450	07/07/2021	Bike lane delineators- replace	22-580-7185	979.00

Expense Approval Report

Payment Dates: 7/7/2021 - 7/21/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
THE WORK ZONE INC	59291	07/07/2021	Street Signs	22-580-7185	1,165.50
101 LAND HOLDINGS LLC	AUG 2021	07/07/2021	Salt Barn Rent	22-580-6130	437.18
Evergy	7/1/21	07/08/2021	Service 5/31 to 6/30 0379028	22-580-6711	28,238.41
Evergy	7/1/21	07/08/2021	Service 5/31 to 6/31 6741559	22-580-6712	5,325.30
ICMA - RC RETIREMENT COM	ICMA 7-9-2021	07/08/2021	DEFERRED COMP	22-580-5210	368.05
THE WORK ZONE INC	59533	07/12/2021	Street Sign Replacement	22-580-7185	1,030.00
CUSTOM LIGHTING SERVICES	76-1209808	07/12/2021	Streetlight Repair	22-580-7184	1,498.05
CUSTOM LIGHTING SERVICES	76-1209810	07/12/2021	Streetlight Repair	22-580-7184	768.63
CUSTOM LIGHTING SERVICES	76-1209811	07/12/2021	Streetlight Repair	22-580-7184	164.48
CUSTOM LIGHTING SERVICES	76-1209812	07/12/2021	Streetlight Repair	22-580-7184	253.04
Evergy	7/9/21	07/14/2021	Various Accts Pd See Attached	22-580-6710	76.01
WINDSTREAM CORPORATION	7/8/21	07/15/2021	8/8/19-9/8/19 SERVICES ACCT	22-580-6730	11.99
Department 580 - TRANSPORTATION Total:					44,524.89
Grand Total:					258,167.78

Report Summary

Fund Summary

Fund	Payment Amount
10 - GENERAL FUND	118,431.85
20 - PARKS & RECREATION	5,749.04
21 - LIBRARY	6,456.12
22 - TRANSPORTATION	45,022.60
24 - CONVENTION & TOURISM	21,288.83
25 - GAMING	13,394.41
60 - WATER FUND	37,128.36
61 - WATER POLLUTION CONTROL	10,696.57
Grand Total:	258,167.78

Account Summary

Account Number	Account Name	Payment Amount
10-2251	FIRE & POLICE PENSION	6,878.35
10-2252	ICMA EE CONTRIBUTION	29,239.64
10-2259	ICMA EE ROTH CONTRIB	1,404.43
10-2266	DEPENDENT CARE	333.33
10-2267	MEDICAL REIMBURSEM	940.51
10-2430	CLEARING	66.44
10-505-5210	CITY PAID DEFERRED CO	985.19
10-505-5427	TRAINING & TRAVEL - EL	22.00
10-505-6030	OTHER LEGAL COSTS	1,154.68
10-505-6050	PUBLIC RELATIONS	2,347.70
10-505-7001	OFFICE SUPPLIES	1,647.63
10-506-5210	CITY PAID DEFERRED CO	70.78
10-506-6110	MAINTENANCE AGREEM	53.16
10-510-5210	CITY PAID DEFERRED CO	1,590.65
10-510-5220	PENSION EXPENSE	9,774.47
10-510-5426	TRAINING/TRAVEL APPO	220.00
10-510-5480	PHYSICIAN FEES	1,000.00
10-510-7001	OFFICE SUPPLIES	305.16
10-510-7010	FIREFIGHTING SUPPLIES	50.00
10-510-7011	FIRST AID SUPPLIES	2,970.36
10-510-7014	QUARTERS MAINTENAN	196.60
10-510-7050	UNIFORMS	762.32
10-510-7140	VEHICLE MAINTENANCE	296.00
10-515-5210	CITY PAID DEFERRED CO	2,174.62
10-515-5220	PENSION EXPENSE	5,535.34
10-515-6110	MAINTENANCE AGREEM	599.50
10-515-6324	HIRING EXPENSE	182.60
10-515-7018	INVESTIGATIVE OPERATI	75.00
10-515-7020	DETENTION SUPPLIES	4,732.12
10-515-7022	RANGE SUPPLIES	55.00
10-515-7050	UNIFORMS	59.99
10-521-5210	CITY PAID DEFERRED CO	161.74
10-521-6057	RECYCLING SERVICES	32.59
10-521-6330	CUSTODIAL SERVICES	625.00
10-521-7001	OFFICE SUPPLIES	61.94
10-521-7006	CUSTODIAL SUPPLIES	1,711.95
10-521-7110	BUILDING MAINTENANC	4,587.00
10-521-7160	PUBLIC SPACES MAINTEN	250.00
10-525-6110	MAINTENANCE AGREEM	44.80
10-525-7120	EQUIPMENT MAINTENA	123.14
10-526-5210	CITY PAID DEFERRED CO	283.41
10-526-6090	PROFESSIONAL SERVICE	7,634.00
10-526-6735	PAGERS & CELL PHONES	99.98
10-526-7001	OFFICE SUPPLIES	174.75
10-526-7090	OTHER SUPPLIES	32.55

Account Summary

Account Number	Account Name	Payment Amount
10-533-6328	EMPLOYEE WELLNESS P	1,368.00
10-533-6337	CABLE SERVICE	170.20
10-533-6710	ELECTRICITY	527.72
10-533-6730	TELEPHONE	551.47
10-533-6750	TRASH COLLECTION	20,503.56
10-533-7003	COPY MACHINE SUPPLIE	764.48
10-533-7009	POSTAGE & METER EXPE	3,000.00
20-2252	ICMA EE CONTRIBUTION	49.64
20-2259	ICMA EE ROTH CONTRIB	173.08
20-2267	MEDICAL REIMBURSEM	218.75
20-4660	SPACE RENTALS	630.00
20-4661	FACILITY USE FEES	50.00
20-540-5210	CITY PAID DEFERRED CO	126.02
20-540-6620	SPECIAL PARK EVENTS	315.00
20-540-6710	ELECTRICITY	1,028.95
20-540-6730	TELEPHONE	29.97
20-540-7001	OFFICE SUPPLIES	173.81
20-540-7090	OTHER SUPPLIES	645.91
20-540-7110	BUILDING MAINTENANC	202.00
20-540-7190	OTHER MAINTENANCE	2,105.91
21-550-6110	MAINTENANCE AGREEM	219.38
21-550-6355	OTHER SERVICES	157.00
21-550-6730	TELEPHONE	666.00
21-550-7009	POSTAGE & METER EXPE	105.00
21-550-7320	CHILDREN'S PROGRAMS	1,200.00
21-550-7325	ADULT PROGRAMMING	120.00
21-550-7340	AUDIOVISUAL	234.42
21-550-7370	BOOKS	3,754.32
22-2252	ICMA EE CONTRIBUTION	456.04
22-2267	MEDICAL REIMBURSEM	41.67
22-580-5210	CITY PAID DEFERRED CO	368.05
22-580-6130	LEASE/RENTAL AGREEM	437.18
22-580-6710	ELECTRICITY	76.01
22-580-6711	STREET LIGHTS	28,238.41
22-580-6712	LEASED TRAFFIC SIGNAL	5,325.30
22-580-6730	TELEPHONE	11.99
22-580-7181	TREE MAINTENANCE	2,955.00
22-580-7184	TRAFFIC SIGNAL/STREET	2,684.20
22-580-7185	STREET SIGN REPLACEM	3,174.50
22-580-7210	MINOR EQUIPMENT	1,254.25
24-524-6090	PROFESSIONAL SERVICE	13,223.41
24-524-6347	ADVERTISING	1,050.00
24-524-8770	INFRASTRUCTURE	7,015.42
25-535-8750	EQUIPMENT	5,161.40
25-535-8770	INFRASTRUCTURE	8,233.01
60-2050	SALES TAX PAYABLE	6,132.34
60-2252	ICMA EE MATCH	569.05
60-2259	ICMA EE ROTH CONTRIB	50.47
60-2267	MEDICAL REIMBURSEM	104.17
60-560-5210	CITY PAID DEFERRED CO	465.76
60-560-6120	EQUIPMENT RENTAL	65.17
60-560-6730	TELEPHONE	47.95
60-560-6740	NKC UTILITY FEES	1,620.06
60-560-7001	OFFICE SUPPLIES	590.26
60-560-7005	CHEMICALS	21,080.90
60-560-7110	PLANT MAINTENANCE	1,290.75
60-560-7150	DISTRIBUTION MAINTEN	3,353.98
60-560-8770	INFRASTRUCTURE	1,757.50

Account Summary

Account Number	Account Name	Payment Amount
61-2252	ICMA EE CONTRIBUTION	159.16
61-570-5210	CITY PAID DEFERRED CO	132.72
61-570-6220	DUES & MEMBERSHIPS	105.00
61-570-6430	LABORATORY FEES	175.00
61-570-6730	TELEPHONE	17.98
61-570-7001	OFFICE SUPPLIES	655.46
61-570-7110	BUILDING MAINTENANC	197.75
61-570-7155	LIFT STATION MAINTENA	253.50
61-570-8760	INFORMATION TECHNOL	9,000.00
Grand Total:		258,167.78

Project Account Summary

Project Account Key	Payment Amount
None	227,000.45
1831	3,016.40
2781	2,145.00
5841	7,015.42
5891	1,757.50
6001	5,816.68
6772	9,000.00
9301	400.00
9302	2,016.33
Grand Total:	258,167.78

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

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



MEMORANDUM

TO: NKC City Council Board of Trustees DATE: July 14, 2021

FROM: Stephen L. Reintjes, Sr., M.D. RE: COVID Update
President & CEO

I wanted to provide you with updated information for NKCH. NKCH has seen a significant increase in the total number of COVID patients over the last four weeks.

Total Active COVID cases: 32
Total recovering COVID cases: 10
Total Active COVID patients in the ICU: 7
Total Active COVID patients on a ventilator: 4

NKCH is closely monitoring the increase of Covid cases affecting the community. We appreciate any effort to promote vaccination among the at risk population.

Thank you.

Minutes of the North Kansas City, Missouri Regular City Council Meeting of July 20, 2021

The City Council met in regular session on Tuesday, July 20, 2021, at the City Council Chambers located at 2010 Howell Street, North Kansas City, MO 64116.

The following were present:

Mayor: Bryant DeLong
Councilmembers: Wesley Graves
Anthony Saper
Jesse Smith
Lisa Tull
Zachary Clevenger
Adam Roberts
Amie Clarke
Ana Pellumbi

Staff Present: Kim Nakhodo, Interim City Administrator
Kevin Freeman, Police Chief
Dave Hargis, Fire Chief
Sara Copeland, Community Development Director
Anthony Sands, 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 DeLong called the meeting to order at 7:00 p.m.

The roll was called. The following councilmembers were present: Jesse Smith, Zachary Clevenger, Adam Roberts, Amie Clarke, Ana Pellumbi, Wesley Graves, Anthony Saper, Lisa Tull.

The meeting opened with the Pledge of Allegiance.

C. Graves asked that Item #10 Appointment of Sarah Sheckells to the City Planning Commission, fulfilling the unexpired term of Johnathan Barnes, term to expire 11/13/2022 be moved off the consent agenda and placed under Regular Agenda items. C. Clevenger moved to approve the agenda as amended, seconded by C. Clarke. The roll was called, and the vote was as follows: C. Smith, yes – C. Clevenger, yes

Roll Call

Opening

Approval of Agenda

– C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes. Motion carried, 8-0.

Sarah Sheckells approached the Council regarding the agenda item discussion delineators as part of the Armour Road Complete Street Project. She stated she would like to see more permanent structures over delineators. She stated these would make drivers more aware and keep everyone safer.

Comments from the Public

Rich Groves, North Kansas City Business Council, stated the new Business Directory is ready and contains over 900 businesses located in North Kansas City.

Johnathan Barnes approached the Council to state that he is advocating against term limits for board members. He stated he felt this was too harsh and would bring around unintended consequences. Seasoned board members bring a lot of value to the boards they serve.

The Consent Agenda contained the following items:

Consent Agenda

Approval of Work Session Minutes of July 6, 2021

Approval of Regular Council Meeting Minutes from July 6, 2021

Approval of Special Council Meeting Minutes of July 13, 2021

Resolution of Appreciation for Johnathan Barnes

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

Appointment of Sarah Sheckells to the City Planning Commission. C. Graves asked that this item be pulled from the Consent Agenda. Discussion ensued. C. Roberts moved to approve the appointment, seconded by C. Smith. The roll was called, and the vote was as follows: C. Smith, yes – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes. Motion carried, 8-0.

Appointment of Sarah Sheckells to the City Planning Commission, fulfilling the unexpired term of Johnathan Barnes, term to expire 11/13/2022

Consideration of an Ordinance Adopting and Approving a Parking Lot Lease By and Between the City of North Kansas City, Missouri [As

Ordinance No. 9408 -- First Christian Church

Lessee], and the First Christian Church of North Kansas City, Missouri [As Lessor] for the Lease of a Certain Parking Lot Generally Located at 2011 Fayette in the City of North Kansas City, Missouri {Bill No. 7611 (Ordinance No. 9408)}. Interim City Administrator Kim Nakahodo asked City Counselor Tom Barzee to present this item to Council. Mr. Barzee stated that this ordinance would allow the City to enter into a new Parking Lot Lease between the City of North Kansas City, Missouri, and the First Christian Church of North Kansas City, Missouri, for the City's continued use of the parking lot that has been leased by the Christian Church to the City for a number of years. Discussion ensued. C. Graves moved that Bill No. 7611 be placed on first reading, seconded by C. Clarke. The roll was called, and the vote was as follows: C. Smith, yes – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes. Motion carried, 8-0. Bill No. 7611 was read. C. Clarke moved that Bill No. 7611 be placed on second and final reading and passed as Ordinance No. 9408, seconded by C. Saper. The roll was called and the vote was as follows: C. Smith, yes – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes. Motion carried, 8-0. Bill No. 7611 was read. Thereupon Mayor DeLong declared the motion carried and the Bill duly passed. Said Bill was then numbered 9408, was signed and approved by the Mayor and attested by the City Clerk.

Parking Lease Agreement

Consideration of an Ordinance Adopting and Approving an Industrial Land Lease Extension and Modification Agreement for Real Property By and Between the City of North Kansas City, Missouri (As Lessee), and 243 Jasper, LLC, Successor in Interest to Northtown Devco (As Lessor), Regarding the Lease of Vacant Land Adjoining 1802-1830 Jasper in the City of North Kansas City, Missouri {Bill No. 7612 (Ordinance No. 9409)}. Interim City Administrator Nakahodo asked City Counselor Barzee to present this item to Council. Mr. Barzee stated that this ordinance would approve a standard form extension and modification agreement provided to the City of North Kansas City by 243 Jasper, LLC, regarding the City's lease at 1802-1830 Jasper for parking purposes on the property adjoining the City's Buildings and Grounds building. Discussion ensued. C. Smith moved that Bill No. 7612 be placed on first reading, seconded by C. Clark. The roll was called, and the vote was as follows: C. Smith, yes – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes. Motion carried, 8-0. Bill No. 7612 was read. C. Clarke moved that Bill No. 7612 be placed on second and final reading and passed as Ordinance No. 9409, seconded by C. Smith. The roll was

Ordinance No. 9409 –
1802- 1830 Jasper
Parking License
Agreement

called and the vote was as follows: C. Smith, yes – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes. Motion carried, 8-0. Bill No. 7612 was read. Thereupon Mayor DeLong declared the motion carried and the Bill duly passed. Said Bill was then numbered 9409, was signed and approved by the Mayor and attested by the City Clerk.

Consideration of an Ordinance Amending Title 5, "Business Licenses and Regulations," of the Code of the City of North Kansas City, Missouri, by Adding a New Chapter 5.56, "Conversion Therapy Prohibited," to Prohibit the Practice of Conversion Therapy on Minors {Bill No. 7609 (Ordinance No. 9406)}. Mayor Bryant DeLong presented this item to Council. He stated this ordinance would prohibit the practice of conversion therapy in North Kansas City protecting our youth. C. Clarke moved that Bill No. 7609 be placed on first reading, seconded by C. Smith. The roll was called and the vote was as follows: C. Smith, yes – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes. Motion carried 8-0. Bill No. 7609 was read. C. Clarke moved that Bill No. 7609 be placed on second and final reading and passed as Ordinance No. 9406, seconded by C. Smith. The roll was called and the vote was as follows: C. Smith, yes – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes. Motion carried 8-0. Bill No. 7609 was read. Thereupon Mayor DeLong declared the motion carried and the Bill duly passed. Said Bill was then numbered 9406, was signed and approved by the Mayor and attested by the City Clerk.

Ordinance No. 9406 –
Prohibiting the Practice
of Conversion Therapy
in North Kansas City

Consideration of a Resolution Amending the City's Personnel Manual to Observe the Juneteenth Federal Holiday (Resolution No. 21-056). Interim City Administrator Nakahodo stated that on June 17, 2021, President Biden signed into law a bill to make Juneteenth, or June 19, a Federal holiday celebrating the end of slavery in the United States. Juneteenth commemorates June 19, 1865, when Union soldiers brought the news of freedom to enslaved Black people in Galveston, Texas – two months after the Confederacy had surrendered and approximately 2½ years after the Emancipation Proclamation freed slaves. On Tuesday, July 6, 2021, at its Regular Meeting, the City Council directed staff to bring forward a Resolution amending Section 5.06.01 – Holidays Observed of the City's Personnel Manual observing the new Juneteenth Federal Holiday. A Resolution adding this language has been prepared for City Council consideration. Discussion ensued. C. Clevenger moved to approve Resolution No. 21-056, seconded by C. Tull. The roll was called and the vote was as follows: C. Smith, yes –

Resolution No. 21-056
– Juneteenth Federal
Holiday

C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes. Motion carried 8-0.

Board, Commission and Committee Term Limit Discussion. C. Tull brought this item before the Council. Discussion ensued. Council consensus at this time was not to invoke term limits on members of boards, commissions and committees.

Reconsideration of Reappointment of Rebecca Welbern to the Hospital Board of Trustees. C. Graves moved to approve the reappointment of Rebecca Welbern to the Hospital Board of Trustees, seconded by C. Clarke. The roll was called, and the vote was as follows: C. Smith, yes – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Pellumbi, abstain – C. Graves, yes – C. Saper, no – C. Tull, yes. Motion carried 6-1-1.

Armour Road Delineator Discussion Item. Interim City Administrator Nakahodo asked Community Development Director Sara Copeland to present this item to Council. Ms. Copeland stated that at the December 15, 2020 and January 5, 2021 Work Sessions, the City Council provided direction to staff on a series of proposed improvements to the Armour Road Complete Street project. Those improvements included replacing the delineators at the Armour Road and Howell Street intersection with permanent bump-outs and replacing other delineators with pre-cast curb stops to provide protection for the bicycle lanes in strategic locations. The City of Kansas City, MO, as part of its new Gillham Road cycle track, recently installed a combination of curb stops and delineators as part of the buffer between the cycle track and the vehicle lane. This combination both protects people using the cycle track and provides a taller vertical element for better visibility by drivers. Staff would like to clarify the City Council's direction regarding replacing the existing delineators on Armour with curb stops. Council consensus was for staff to bring additional ideas back to the Council for review.

Consideration of an Ordinance Adopting and Approving Second Amendment to Parking Development Agreement By and Between the City of North Kansas City, Missouri and Storsafe IV, L.L.C. {Bill No. 7613 (Ordinance No. 9410)}. Interim City Administrator Nakahodo asked City Counselor Barzee to present this item to Council. Mr. Barzee stated that at the Council's February 16, 2021, Council Meeting, Ordinance 9375 was passed regarding a Parking Development Agreement with Storsafe for property generally located at 200 East 16th Avenue. This agreement was then amended at the May 18, 2021, Council meeting.

Board, Commission,
and Committee Term
Limit Discussion

Reconsideration of
Reappointment of
Rebecca Welbern to
the Hospital Board of
Trustees

Armour Road
Delineator Discussion
Item

Ordinance No. 9410 –
Approval of Second
Amendment to Parking
Agreement with
Storsafe IV, L.L.C. –
Revised Parking Lot
Ratio, etc.

Now, this second amendment to the Parking Agreement with Storsafe IV, L.L.C., provides for the establishment of a closing date, the total number of parking spaces, and provides the newly designed Parking Layout. C. Smith moved that Bill No. 7613 be placed on first reading, seconded by C. Clarke. The roll was called and the vote was as follows: C. Smith, yes – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes. Motion carried 8-0. Bill No. 7613 was read. C. Clarke moved that Bill No. 7613 be placed on second and final reading and passed as Ordinance No. 9410, seconded by C. Smith. The roll was called and the vote was as follows: C. Smith, yes – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes. Motion carried 8-0. Bill No. 7613 was read. Thereupon Mayor DeLong declared the motion carried and the Bill duly passed. Said Bill was then numbered 9410, was signed and approved by the Mayor and attested by the City Clerk.

Consideration of an Ordinance Repealing Section 2.36.290, "Additional Court Costs – Sheriffs' Retirement Fund," of the Code of the City of North Kansas City, Missouri {Bill No. 7610 (Ordinance No. 9407)}. Interim City Administrator Nakahodo stated that on June 1, 2021, in *Daven Fowler, et al., Appellants/Cross-Respondents, vs. Missouri Sheriffs' Retirement System*, the Supreme Court of Missouri ruled that [RSMo Section 57.955](#) is an unconstitutional "sale" of justice. RSMo Section 57.955 was enacted in 1983 and imposes a \$3 surcharge on every circuit court criminal case, which financed the Missouri Sheriffs' Retirement System. On August 6, 2013, the City Council passed Ordinance 8699 adding [Section 2.36.290](#) to the City's Municipal Code. This new section imposed a \$3 court fee to be remitted to the Missouri Sheriffs' Retirement Fund. As of July 1, 2021, the North Kansas City Municipal Court ceased imposing or collecting the \$3 court fee to be remitted to the Missouri Sheriffs' Retirement Fund. An Ordinance repealing [Section 2.36.290](#) of the City's Municipal Code is presented for the Council's consideration. Staff recommends approval. C. Smith moved that Bill No. 7610 be placed on first reading, seconded by C. Roberts. The roll was called and the vote was as follows: C. Smith, yes – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes. Motion carried 8-0. Bill No. 7610 was read. C. Clarke moved that Bill No. 7610 be placed on second and final reading and passed as Ordinance No. 9407, seconded by C. Smith. The roll was called and the vote was as follows: C. Smith, yes – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes. Motion

Ordinance No. 9407 –
Removal of 2.36.290 –
Additional Court Costs
– Sheriffs' Retirement
Fund

carried 8-0. Bill No. 7610 was read. Thereupon Mayor DeLong declared the motion carried and the Bill duly passed. Said Bill was then numbered 9407, was signed and approved by the Mayor and attested by the City Clerk.

Consideration of a Resolution Adopting and Amending the One North TIF Fund Budget for Fiscal Year 2020-2021 in the Amount of \$750,000 for Tracking Revenues and Reimbursable Expenses for the One North TIF District (Resolution No. 21-057). Interim City Administrator Nakahodo asked Finance Manager Nick Hawkins to present this item to Council. Mr. Hawkins stated that The One North Tax Increment Financing (TIF) district was activated in the calendar year 2020. The district receives funding through three primary sources: payments in lieu of taxes (property tax increment), economic activity taxes (increment from city and county sales taxes), and hotel/motel taxes. The City receives these funds and reimburses the district according to the TIF plan adopted by the City Council in 2017. The One North Fund will track revenue and reimbursable expenses for the district and will be included with the annual budget process moving forward. Discussion ensued. C. Smith moved to approve Resolution No. 21-057, seconded by C. Clarke. The roll was called and the vote was as follows: C. Smith, yes – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes. Motion carried 8-0.

Resolution No. 21-057
– Budget Amendment
– Establishing the One
North TIF Fund

Consideration of a Resolution Approving a Contract with Hi-Gene's Janitorial Service for Providing Janitorial Services to the Library, Parks & Recreation, Police Station and City Hall (Resolution No. 21-051). Interim City Administrator Nakahodo asked City Clerk Crystal Doss to present this item to Council. Ms. Doss stated that requests for bids were advertised for Janitorial Services for City Hall, the Police Station, Library and Parks & Recreation building. Staff has reviewed the bids and determined Hi-Gene's Janitorial to be the lowest and best bid. Discussion ensued. C. Smith moved to approve Resolution No. 21-051, seconded by C. Clevenger. The roll was called and the vote was as follows: C. Smith, yes – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes. Motion carried 8-0.

Resolution No. 21-051
– Approval of Janitorial
Services Contract

Review of 18th & Swift Community Improvement District Budget. Interim City Administrator Nakahodo stated that RSMo 67.1471.2, which speaks to the administration of community improvement districts, provides: "No earlier than one hundred eighty days and no

Review of 18th & Swift
Community
Improvement District
Budget

later than ninety days prior to the first day of each fiscal year, the board [of the community improvement district] shall submit to the governing body of the city a proposed annual budget to the governing body for review." Legal counsel for the CID has submitted the proposed FY 2021-2022 annual budget for the 18th & Swift Community Improvement District for Council review. (This CID will be disbanded soon, since its original purpose has been subsumed by other arrangements, but it continues to exist as a legal entity at this moment.) Staff has no comments to recommend. Staff recommends the governing body communicate to the CID Board that it has reviewed the proposed budget and has no comment. The City Council has no comment regarding this budget.

Consideration of an Ordinance Authorizing Payment for Certain Accounts Due and Payable by the City Through July 16, 2021 {Bill No. 7614 (Ordinance No. 9411)}. C. Clarke moved that Bill No. 7614 be placed on first reading, seconded by C. Smith. The roll was called, and the vote was as follows: C. Smith, yes – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes. Motion carried, 8-0. Bill No. 7614 was read. C. Clarke moved that Bill No. 7614 be placed on second and final reading and passed as Ordinance No. 9411, seconded by C. Smith. The roll was called, and the vote was as follows: C. Smith, yes – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes. Motion carried, 8-0. Bill No. 7614 was read. Thereupon Mayor DeLong declared the motion carried and the Bill duly passed. Said Bill was then numbered 9411, was signed and approved by the Mayor and attested by the City Clerk.

Ordinance No. 9411 –
Approving Accounts
Due and Payable by
the City Through July
16, 2021

Interim City Administrator Nakahodo stated that the Upcoming City Items of Note and the North Kansas City Hospital Covid Update were in the agenda packet for review. Discussion of dates for upcoming budget meetings ensued.

Staff Comments

C. Smith thanked residents for their public comments and feedback after the last Council meeting. Glad to see the Howell Street project moving along so quickly. Missouri is now considered a hot spot for Covid. Please get vaccinated.

Councilmembers'
Comments

C. Clevenger welcomed Sarah Sheckells to the Planning Commission and Rebecca Welbern back to the North Kansas City Hospital Board. Mr. Clevenger requested CPR training for the Council at an upcoming Work Session.

C. Roberts also asked that everyone get vaccinated. He stated he recently visited the Gorman Pool, and it was great. This Friday Rise and Grind, the new bakery in the old Subway building, opens.

C. Clarke thanked the Mayor for bringing forth the ordinance banning conversion therapy in North Kansas City. She also stated she was glad to see the recognition of Juneteenth. Be conscious of your health and get vaccinated.

C. Pellumbi thanked all of our current board members for their participation on our boards. She also thanked the Mayor and Council for banning conversion therapy in North Kansas City. If residents in Ward IV have any concerns, please contact myself or C. Clarke. She also encouraged all to be vaccinated.

C. Graves stated his new focus was on the development of a Skate Park in North Kansas City. He stated the land by the YMCA would be a good place for this park

C. Saper stated he recently visited the Animal Shelter. He said he was impressed with the facility and the care given to the animals. He encouraged staff to look at increasing the staff at the animal shelter.

C. Tull stated everyone get vaccinated. She also thanked everyone for the community feedback on the issue of term limits for City Boards and Commissions.

Mayor DeLong stated he visited with resident of the Gardens this past week. He also gave the State of the City presentation at the recent EDC meeting. He will be giving the State of the City presentation at the Business Council meeting in October. He also encouraged everyone to get vaccinated.

Mayor's Comments

Consideration of a Request to Hold and Recess Into an Executive Session as Requested by the Interim City Administrator, to be Held on this Date on a Real Estate Matter Pursuant to Missouri Revised Statutes §610.021(2). C. Clevenger moved to go into Executive Session at 8:47 PM, seconded by C. Smith. The roll was called, and the vote was as follows: C. Smith, yes – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes. Motion carried, 8-0.

Executive Session

Executive Session

C. Clevenger moved to go back into Regular Session and adjourn at 9:40 PM, seconded by C. Clarke. The roll was called, and the vote was as follows: C. Smith, yes – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes. Motion carried, 8-0.

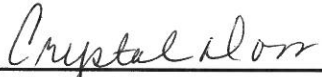
Adjournment

Council Adjourned



Mayor

Attest:



City Clerk

Approved this 3rd Day of August 2021