

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

**November 16, 2021  
7:00 p.m.**

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

- 6. Approval of Special Council Meeting Minutes of November 2, 2021**
- 7. Approval of Regular Council Meeting Minutes of November 2, 2021**
- 8. Resolution Approving Household Hazardous Waste Agreement with MARC (Resolution No. 21-084)**
- 9. Appointment of John Erpelding to the Crummett Beautification Committee**

## Regular Items

### **10. North Kansas City Ward Redistricting {Bill No. 7647 (Ordinance No. 9444)}**

The U.S. Census Bureau conducts the decennial census every ten years to count every person. That data is then used by every level of government to adjust the boundaries of congressional districts, state legislative districts, and local wards. The process is required in order to meet the constitutional requirements of equal representation across all districts/wards. The 2020 Census data was released in August and again in a more user-friendly format in September. North Kansas City's official Census population is 4,467 and our Ideal District size is 1,117 (Total Population ÷ Number of Districts = Ideal District). Ward population numbers must be within 10% Maximum Total Deviation from one another. In rebalancing the wards, in addition to population equity, districts are to be compact and contiguous and avoid the legislative evil known as 'gerrymander'. The City Council hosted a Work Session regarding redistricting on Tuesday, October 19, 2021, and an Open House and Special Council Meeting on Tuesday, November 2, 2021. Multiple draft maps were generated for discussion and residents were given several opportunities to provide the City Council with input on proposed maps. At its Special Council Meeting, the City Council directed staff to bring forward Modified Map C for formal adoption at the next meeting. The new ward boundaries are adopted by Ordinance, which has been prepared for the City Council's consideration. The new ward boundaries must be set prior to the opening of filing for the April 2022 election on December 7, 2021.

### **11. Emergency Public Health Order Extension {Bill No. 7645 (Ordinance No. 9442)}**

Councilmember Tull has requested that an extension of Mayor DeLong's Emergency Public Health Order No. 21-004 be placed on the City Council Agenda so that the Council may vote to extend the Order for a period of twenty-eight (28) calendar days from 12:01 a.m. on November 20, 2021, until December 18, 2021, at 12:01 a.m. unless rescinded, extended, modified or amended pursuant to applicable law. Ordinance No. 9442 and Order No. 21-005 have been prepared for the City Council's consideration.

**12. Final Plat, North Kansas City Destination Development Fourth Plat {Bill No. 7648 (Ordinance No. 9445)}**

This plat concerns approximately 9.3 acres located on the east side of Diamond Parkway in the One North redevelopment area. The applicant, Milhaus, has an agreement with the City's Master Developer for the redevelopment area to acquire Lot 2 of the subject plat for the development of multi-family residential. This area was the subject of a rezoning request approved by the City Council on September 21, 2021. This final plat is a replat of Lot 2 of North Kansas City Destination Development, which was approved on August 15, 2017. The Planning Commission held a public hearing and approved the Preliminary Plat on March 2, 2017. At its November 4, 2021 meeting, the Planning Commission reviewed the final plat. The Commission found the plat to be in conformance with the approved Preliminary Plat and unanimously recommended approval of the final plat.

**13. Collective Bargaining Agreement Between the City of North Kansas City and IAFF Local 42, 2021-2024 {Bill No. 7646 (Ordinance No. 9443)}**

The Collective Bargaining Agreement (CBA) between the City and the International Association of Firefighters (IAFF) Local 42 expired on August 31, 2021. Members of Local 42, members of City staff, and Fire Department Administration have negotiated the terms for a new three (3) year CBA. Both parties have tentatively agreed to all proposed changes to the CBA. The changes to the CBA include both non-economic and economic changes. Non-economic changes were made to address language clarifications and updated policies and procedures pertaining to internal Fire Department operations. The economic changes made to the CBA were based on retention and recruitment issues occurring over the last three years. It had become apparent the North Kansas City Fire Department needed to look at increasing pay throughout all ranks to a level that is closer to the area market value. We recognize pay is a significant factor in retention and along with increasing the base pay, changes were needed in overtime and specialty pay. With this knowledge, the included economic changes were agreed to by both the City and IAFF Local 42 members. It is with the shared optimism of both Staff and the IAFF members this new contract, while not placing us at the top of the market regarding compensation, will allow us to be more competitive and permit us to end the retention and recruitment issues related to pay. The tentatively agreed upon CBA has been reviewed by the City's Labor attorney, Jeff Place of Jackson Lewis P.C.

**14. Budget Amendment for the Collective Bargaining Agreement Between The City of North Kansas City and IAFF Local 42, 2021-2024 (Resolution No. 21-083)**

Should the City Council approve the 2021-2024 Collective Bargaining Agreement (CBA) between the City and the International Association of Firefighters (IAFF) Local 42, a budget amendment is required to adequately fund the new agreement. Now before the Council is a budget amendment for \$375,351 that will fund the new salary structure and the City's fees for the Union 42 Cares program.

**15. City Council Meetings that Fall on an Election Day to be Rescheduled {Bill No. 7650 (Ordinance No. 9447)}**

Mayor DeLong has requested that staff bring forward an Ordinance amending Section 2.04.010 of the City Code to allow the City Council to move or cancel regular meetings that fall on an election day in North Kansas City to enable residents to participate in the election process.

**16. Downtown Streetscape Guaranteed Maximum Price Contract Amendment (Resolution No. 21-085)**

At its June 1, 2021 meeting, the City Council approved a contract with MegaKC to serve as the Construction Manager at Risk (CMAR) for NKC's downtown streetscape update. A Construction Manager functions as the General Contractor on a project and plays a more integrated role in the design process, assisting the City and Confluence (the City's design consultant for this project) with finalizing construction plans and specifications, and coordinating with downtown businesses throughout the project. The CMAR contract also entails a commitment by the Construction Manager to deliver the construction project within a guaranteed maximum price. The contract between the City and MegaKC included, as Exhibit A, the form to be used for amending the contract to include the Guaranteed Maximum Price (GMP) for construction. On October 5, 2021, the City Council work session reviewed the progress on this project and discussed the budget estimate for this project. At that time, MegaKC was estimating costs for the project based on various bid packages and estimated the cost of the project as \$3,700,000. Direction from the City Council was to proceed with the project as planned and to bring forward a budget amendment for costs in excess of the amount budgeted. The GMP Amendment represents a guarantee by MegaKC that costs for this project, as described in the original CMAR contract, will not increase. The total cost includes a contingency amount, noted as the Force Account; funds from the Force Account that are not spent will be returned to the City. MegaKC and Confluence are continuing to work on possible options for decreasing total costs for the new streetlights. Any savings in this project component will likewise be returned to the City.



**17. FY 2022 Budget Amendment for the Downtown Streetscape Guaranteed Maximum Price Contract (Resolution No. 21-086)**

On October 5, 2021, the City Council work session reviewed the progress on this project and discussed the budget estimate for this project. At that time, MegaKC was estimating costs for the project based on various bid packages and estimated the cost of the project as \$3,700,000. Direction from the City Council was to proceed with the project as planned and to bring forward a budget amendment for costs in excess of the amount budgeted. The GMP Amendment represents a guarantee by MegaKC that costs for this project, as described in the original CMAR contract, will not increase. The total cost includes a contingency amount, noted as the Force Account; funds from the Force Account that are not spent will be returned to the City. MegaKC and Confluence are continuing to work on possible options for decreasing total costs for the new streetlights. Any savings in this project component will likewise be returned to the City.

**18. Ordinance Repealing Section 10.04.060 Dealing with Coasters, Roller Skates and Similar Devices in the City {Bill No. 7644 (Ordinance No. 9441)}**

During the City Council meeting on October 19, 2021, the City Council passed Ordinance No. 9431, which amended § 10.68.060 of the Code of the City of North Kansas City, Missouri (the "City Code"). Subsequently, the Police Department discovered in a different section and chapter of the City Code language that is in conflict with the recently enacted Ordinance No. 9431, which effectively rewrote by substantially amending § 10.68.060 of the City Code. Consequently, it is recommended that the conflicting code provision found in § 10.04.060 of the City Code be repealed. Section 10.04.060 addresses coasters, roller skates and similar devices operating within the City. An ordinance repealing § 10.04.060 of the City Code is attached hereto for your consideration.

**19. Approving Accounts Due and Payable by the City through November 12, 2021. {Bill No. 7649 (Ordinance No. 9446)}.**

**20. Staff Comments**

- Upcoming City Items of Note
- NKC Hospital COVID-19 Reports

**21. Councilmember Comments**

**22. Mayor's Comments**

**23. 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 Personnel Matter Pursuant to Missouri Revised Statutes §610.021(3)**

**24. 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, Special Council Meeting of November 2, 2021**

The City Council met in a Special Council Meeting on Tuesday, November 2, 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  
Sara Copeland, Community Development Director  
Stephen Roberts, IT Manager  
Tom Barzee, City Counselor  
Crystal Doss, City Clerk

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

### **Review of Ward Redistricting Process**

Interim City Administrator Kim Nakahodo reviewed the process and reason for ward redistricting.

Richard Sheets, 1002 E. 24<sup>th</sup> Avenue, stated we removed the original map C and moved to the modified map C. He stated reconsidering the original map C is gerrymandering. We should move ahead with the modified map C that was originally voted on.

George Schlueter, 800 E. 23<sup>rd</sup> Avenue, does not like map C at all. He stated modified maps C & E are good. He stated this is a tough job, but everyone should stop and think what is best for the community.

Review of Ward  
Redistricting Process

Public Comments

Aaron Hanson, 500 E. 26<sup>th</sup> Avenue stated the new C should stay, as that was the one voted on at the last meeting. He stated he doesn't really like C. His favorite is E.

Councilmember discussion took place regarding the Ward Redistricting maps. C. Roberts moved to go forward with modified map C, seconded by C. Pellumbi. The roll was called, and the vote was as follows: C. Pellumbi, yes – C. Graves, yes – C. Saper, no – C. Tull, no – C. Smith, no – C. Clevenger, no – C. Roberts, yes – C. Clarke, yes. Tied 4-4.

Council elected to take a revote on the motion to go forward with modified map C. The roll was called, and the vote was as follows: C. Pellumbi, yes – C. Graves, yes – C. Saper, no – C. Tull, no – C. Smith, no – C. Clevenger, yes – C. Roberts, yes – C. Clarke, no. Motion tied, 4-4. Mayor DeLong broke the tie with a yes vote.

C. Clevenger moved to adjourn at 6:40 p.m., seconded by C. Smtih. Mayor DeLong asked all in favor, all opposed. Mayor DeLong declared the motion passed.

City Council Discussion  
on Ward Redistricting  
Maps

Adjournment

Council Adjourned

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Mayor Bryant DeLong

Attest:

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City Clerk Crystal Doss

Approved this 16<sup>th</sup> day of November 2021

**Minutes of the North Kansas City, Missouri Regular City Council Meeting of November 2, 2021**

The City Council met in regular session on Tuesday, November 2, 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  
Kevin Freeman, Police Chief  
Dave Hargis, Fire Chief  
Anthony Sands, Public Works Director  
Sara Copeland, Community Development 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: Amie Clarke, Ana Pellumbi, Wesley Graves, Anthony Saper, Lisa Tull, Jesse Smith, Zachary Clevenger, and Adam Roberts.

Roll Call

The meeting opened with the Pledge of Allegiance.

Opening

C. Smith moved to approve the agenda with the removal of Items 11, 13 and 22 from the Regular Agenda and Item 10 from the Consent Agenda and placed on the Regular Agenda, seconded by C. Clarke. The roll was called, and the vote was as follows: C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes. Motion carried, 8-0.

Approval of Agenda

Richard Sheets, 1002 E. 24<sup>th</sup> Avenue, stated that there was no reason to bring original map C back up tonight and start the process over. In regards to the apartments at 23<sup>rd</sup> and Swift, he does not feel like we need to move forward with this project. We should buy back that property and sell it to someone else and let them completely rework that property. He would like to see a clear vision and a plan for the purpose of bringing this project into town.

Dave Wood, 2414 Erie Street, approached the Council stating that the Council is trying to change the city into a stereotypical city. How could our city be better. We do not need to be a cookie cutter city.

Lauren Wells, 22<sup>nd</sup> & Knox, stated she was at the Library and ran into a man wearing a hospital gown. We should put some money in the City budget to clothe these individuals in our community. She stated that properties around 23<sup>rd</sup> & Swift are being negatively impacted by the apartments planned to be built there. The infrastructure in that area sucks. City needs to examine the infrastructure before bringing new construction in.

Angela Jenson, 2103 Clay Street, stated she appreciated C. Smith's Facebook conversation regarding the 23<sup>rd</sup> & Swift development. She stated she is concerned about the infrastructure. She stated floods when it rains and is concerned about the ramifications to the homeowners with 100 year old infrastructure. She stated a lot of these homeowners cannot afford to do a lot of renovations to their home.

Aaron Hansen, 500 E. 27<sup>th</sup> Avenue, stated the parking on 27<sup>th</sup> Avenue by the high school is still a problem. He also stated the residents living across the street from the 23<sup>rd</sup> & Swift development don't want to look out their window at an apartment complex.

The Consent Agenda contained the following items:

Approval of Work Session Minutes of October 19, 2021

Approval of Regular Council Meeting Minutes of October 19, 2021

Approval of Special Council Meeting Minutes of October 20, 2021

Short-Term Conditional Use Permit – Mayor's Christmas Tree Lighting Event

Comments from the  
Public

Consent Agenda

C. Clevenger moved to approve the Consent Agenda as amended, seconded by C. Clarke. Mayor DeLong asked all in favor, all opposed. Mayor DeLong declared the motion carried.

**Consideration of a Resolution Approving a Contract Services Agreement for Demolition of Building and Other Improvements Located Generally at 200 East 16<sup>th</sup> Avenue in North Kansas City with AD Demolition & Recycling LLC, D/B/A Dehn Demolition (Resolution No.21-082).**

During the March 2, 2021, City Council meeting, the Council approved a task order with Wilson & Company, the City's on-call engineer, for the design of the new parking lot at 16<sup>th</sup> & Clay. This parking lot is being constructed pursuant to a Parking Development Agreement with Storsafe IV, LLC. The parking lot will replace the existing building at ADDRESS, which the City and StorSafe IV, LLC jointly acquired for this purpose. A portion of the parking lot will be owned by the City and the remainder owned by Storsafe IV, LLC. A Request for Proposals for demolition services was advertised on August 4th, 2021. Seven (7) bids were submitted and opened on Thursday, September 30th, 2021. Following a review of the bids, the submittal by Dehn Demolition in the amount of \$157,875.00 was determined to be the lowest and best bid. C. Smith moved to approve Resolution No. 21-082, seconded by C. Clarke. Mayor DeLong asked all in favor, any opposed. Mayor DeLong declared the motion passed.

**Consideration of an Ordinance Approving First Amended and Restated Development Agreement By and Between The City of North Kansas City, Missouri, and Star Acquisitions & Development, LLC, and Star NKC Propco, LLC; and Authorizing the Execution Thereof on Behalf of the City by the Mayor {Bill No. 7629 (Ordinance No. 9426)}**

Mayor DeLong removed this item from the agenda.

**Opportunity for Public Comment – 23<sup>rd</sup> & Swift Chapter 100 Plan**

Pursuant to the Development Agreement previously approved by City Council, the City agreed to issue Chapter 100 Bonds to provide tax abatement for the Project. The Chapter 100 plan will allow the Developer to purchase construction materials without paying sales tax

Resolution No. 21-082  
– Contract for  
Demolition and  
Removal of Building  
Structure at 200 E. 16<sup>th</sup>  
Avenue

Ordinance No. 9426 –  
23<sup>rd</sup> & Swift First  
Amended and Restated  
Development  
Agreement

Opportunity for Public  
Comment – 23<sup>rd</sup> &  
Swift Chapter 100 Plan

on such purchases and will provide real property tax abatement for 17 years. In consideration for the Chapter 100 tax abatement, the Developer has agreed to make annual Payments in Lieu of Taxes (PILOT) payments of \$300,000 as shown in Exhibit B to the Development Agreement. The City will receive 100% of the PILOT payments as the beneficiary of the Tax Increment Financing (TIF) District until the TIF Plan is retired in 2032. PILOT payments received between 2033 and 2038 will be shared proportionately among the appropriate taxing jurisdictions. While the Chapter 100 statute does not require a formal public hearing as other similar statutes sometimes do, it does anticipate the opportunity for public comment prior to plan approval. Accordingly, staff requests that members of the public in attendance be offered the opportunity to comment on the proposal.

Richard Sheets, 1002 E. 24<sup>th</sup> Avenue, approached the Council stated he is against this plan as it does not represent the character of this town.

**Consideration of an Ordinance Approving a Plan for an Industrial Development Project (23<sup>rd</sup> & Swift Project); Authorizing the City of North Kansas City, Missouri, to Issue Its Taxable Industrial Development Revenue Bonds in an Amount Not to Exceed \$57,200,000; and Authorizing and Approving Documents and Certain Actions in Connection Therewith {Bill No. 7630 (Ordinance No. 9427)}**

Ordinance No. 9427 –  
23<sup>rd</sup> & Swift Chapter  
100 Plan

Mayor DeLong removed this item from the agenda.

**Consideration of an Ordinance Calling for a General Election to be Held on April 5, 2022, for the Purpose of Electing One Qualified Councilmember from Each of the Four Wards in the City of North Kansas City, Missouri.**

Ordinance No. 9439 –  
Ordinance Calling for  
the April Election

City Clerk Crystal Doss stated that before each election, the City is required to pass an ordinance calling for that election. Attached is the ordinance calling for the General Election to be held on April 5, 2022. This year's election will be for a two-year term to fill the seats currently held by Anthony Saper, Lisa Tull, Zachary Clevenger, and Ana Pellumbi. The filing for declaration of candidacy will be from 8:00 AM on December 7, 2021, and closes at 5:00 PM on December 28, 2021. C. Smith moved that Bill No. 7642 be placed on first reading, seconded by C. Clarke. Mayor DeLong asked all in favor and all opposed. Mayor DeLong declared the motion carried. Bill No. 7642 was read. C. Clarke moved that Bill No. 7642 be placed on second and final reading and



passed as Ordinance No. 9439, seconded by C. Smith. The roll was called, and the vote was as follows: C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes. Motion carried 8-0. Bill No. 7642 was read. Thereupon Mayor DeLong declared the Bill duly passed. Said Bill was then numbered 9439, was signed and approved by the Mayor and attested by the City Clerk.

### **Discussion of Emergency Order.**

C. Tull moved to amend the current emergency order by removing Section Two: Indoor Places of Public Accommodations and replacing it with the following new Section Two:

#### Section Two: Schools

A. To ensure that schools may operate as safely as possible, public and private schools shall require face coverings or masks for all persons inside a school building where any students from kindergarten up to and including 5<sup>th</sup> grade are attending class, unless eating or drinking. All persons must wear a mask when riding on a school bus unless documentation has been submitted to and approved by the school for a medical mask exemption.

1. The following individuals are exempt from wearing face coverings or masks while inside school buildings.

a. Persons with a medical condition, mental health condition or disability that prevents wearing a face covering or mask that, other than in the case of an emergency, have provided documentation of such condition or disability that has been approved by appropriate school officials pursuant to school guidelines. This includes persons with a medical condition for whom wearing a face covering could obstruct breathing or otherwise unable to remove a face covering without assistance, as well as those who are unconscious or incapacitated;

b. Persons communicating with a person who is deaf or hard of hearing, where the ability to see the mouth is essential for communication; and

c. Persons who are alone in a separate room or office.

C. Smith seconded the amendment to the current emergency order. Mayor DeLong asked all in favor and all opposed. Mayor DeLong declared the motion passed.

**Consideration of an Ordinance Authorizing Payment for Certain Accounts Due and Payable by the City Through October 29, 2021 {Bill No. 7643 (Ordinance No. 9440)}.**

C. Smith moved that Bill No. 7643 be placed on first reading, seconded by C. Clevenger. Mayor DeLong asked all in favor and all opposed. Mayor DeLong declared the motion carried. Bill No. 7643 was read. C. Clarke moved that Bill No. 7643 be placed on second and final reading and passed as Ordinance No. 9440, seconded by C. Smith. The roll was called, and the vote was as follows: C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes. Motion carried 8-0. Bill No. 7643 was read. Thereupon Mayor DeLong declared the Bill duly passed. Said Bill was then numbered 9440, 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, NKC Hospital Covid-19 Update, YMC September Financial Report, and YMCA Q3 Financial Report were in the agenda packet for review. City Counselor Tom Barzee stated that there would be an ordinance on the next council agenda repealing section 10.04.060 on the next agenda. This will bring the code into compliance with the skateboard ordinance, which was passed at the last Council meeting. Chief Kevin Freeman and Public Works Director Anthony Sands discussed the traffic study that had been completed for 23<sup>rd</sup>, 26<sup>th</sup> and 27<sup>th</sup> Avenues. Interim City Administrator Nakahodo stated that the artist would be in town tomorrow to start the new mural and should have it finished by November 15. She also stated that the next work session on November 16, 2021, would be with the KC ATA to discuss the future of the flex service.

C. Pellumbi thanked the staff for their work on the redistricting maps. She also thanked everyone who came out to speak at tonight's meeting. She thanked Chief Freeman and Public Works Director Sands for their work on the traffic study of the avenues. She also thanked C. Smith for his breakdown on Facebook of the 23<sup>rd</sup> & Swift project.

C. Graves stated that everyone should know that they can come into City Hall and purchase cheap lawn bags for their leaves. He discussed

Ordinance No. 9440–  
Approving Accounts  
Due and Payable by  
the City Through  
October 29, 2021

Staff Comments

Councilmembers'  
Comments

the man in the hospital gown that Lauren Wells discussed in her public comments. He stated maybe we should work with the police department and the Northland Assistance Center to provide clothing for these individuals. He also thanked Chief Freeman and Public Works Director Sands for their report on the traffic study of the avenues. C. Graves would like for the City to look into passing an ordinance allowing residents to drive around town in the 25 mph areas in a golf cart.

C. Saper thanked the residents for their public comments. He stated the MasterPlan is a working document and can be changed if necessary.

C. Tull thanked the Boy Scouts for attending the meeting and leading us in the Pledge of Allegiance. She also thanked the residents for their public comments tonight and stated their concerns are heard. She thanked the staff for all of their hard work for the Council. She thanked Sara for the creation of the original redistricting maps to help the discussion get started. She also stated she was very excited for the new mural.

C. Smith thanked North Kansas City Hospital for the excellent care they received with the birth of their second daughter. Go Braves!!

C. Clevenger also thanked those who came out to speak tonight. He stated it was brought up that we do not have affordable housing. He stated the Gallery Lofts would be affordable housing. He stated that he hoped people will be excited about the grocery store coming in at One North. C. Clevenger said he realized a lot of residents wanted a Trader Joe's but that is a dream that is just not going to happen.

C. Roberts stated he was happy that vaccines for those 5-11 years old had been approved. He believes we need to start preparing for winter and making a plan for warming centers. He said he heard today that leaves are a natural mulch, so try leaving them on your yard rather than raking and bagging. He stated tomorrow is National Sandwich Day.

C. Clarke thanked the residents for their comments tonight. She stated the City does their due diligence regarding our infrastructure before accepting a plan for new buildings. She stated the City has a plan in place to begin accessing our infrastructure, and maybe an update of the progress of this plan should be given at the council meetings of any updates.

Mayor DeLong stated he hoped everyone had a chance to get out and vote today. He thanked the Boy Scouts for attending and leading the Pledge of Allegiance.

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 Collective Bargaining Matter Pursuant to Missouri Revised Statutes §610.021(9).**

Executive Session

C. Clevenger moved to go into Executive Session at 8:03 p.m., seconded by C. Clarke. The roll was called, and the vote was follows: C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes – C. Clevenger, yes. – C. Roberts, yes – C. Clarke, yes. Motion carried, 8-0.

**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 Personnel Matter Pursuant to Missouri Revised Statutes §610.021(3).**

Executive Session

C. Clevenger moved to go into Executive Session at 8:03 p.m., seconded by C. Pellumbi. The roll was called, and the vote was follows: C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes – C. Clevenger, yes. – C. Roberts, yes – C. Clarke, yes. Motion carried, 8-0.

C. Pellumbi moved to go back into Regular Session and adjourn at 10:07 p.m., seconded by C. Roberts. The roll was called, and the vote was as follows: C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes – C. Clevenger, yes – C. Roberts, yes. Motion carried, 8-0.

Adjournment

Council Adjourned

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Mayor

Attest:

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City Clerk

Approved this 16th Day of November 2021

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## MEMORANDUM



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**TO:** Honorable Mayor DeLong & City Council Members

**FROM:** Anthony Sands, P.E., Director of Public Works

**DATE:** November 16, 2021

**RE:** Resolution – 2022 Household Hazardous Waste Agreement

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Budget Authority: General Fund, Public Works Administration \$5,500

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The City's participation in Mid America Regional Council's Household Hazardous Waste Program (HHW) allows residents to properly dispose of items such as unused paint, household cleaners, motor oil, pesticides, and similar materials. There are 32 cities in the Missouri MARC region that participate in the program as a way to encourage residents to divert hazardous waste and contaminants from area landfills, which can eventually seep into groundwater sources.

Participation in the program allows residents to dispose of their household hazardous waste in two ways: 1) They can take their materials to the permanent disposal site located on Deramus Avenue in Kansas City, just on the south side of the Chouteau Bridge; and 2) They can participate in the annual Mobile HHW Collection Event, which is held in Gladstone each year. The Deramus site is open on Thursday and Friday from 9:00 am – 6:00 pm, and 9:00 am – 4:00 pm on Saturday.

North Kansas City's cost for participation in this year's program is \$4,869.03, which is based upon a per capita rate of \$1.09. The program participation fee is based on a per capita rate of \$1.09 applied to the 2020 U.S. Census.

## RESOLUTION NO. 21-084

### A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH THE MID-AMERICA REGIONAL COUNCIL SOLID WASTE MANAGEMENT DISTRICT

**WHEREAS,** Clay, Platte, Jackson, Cass, and Ray Counties, and the City of Kansas City, Missouri have formed the MARC Solid Waste Management District for the purpose of consolidating efforts and resources to address common environmental issues; and

**WHEREAS,** the Solid Waste Management District's Household Hazardous Waste Program allows residents of its local government membership to have access to a collection site for the proper disposal of household hazardous waste; and

**WHEREAS,** the City of North Kansas City desires to provide its residents with the opportunity to dispose of household hazardous waste in an environmentally safe manner; and

**WHEREAS,** North Kansas City's cost for participation in the 2022 Household Hazardous Waste Program is \$4869.03, which is based upon a rate of \$1.09 per capita and an estimated population of 4,467.

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

1. The City Council does hereby find and determine that it is in the best interest of the City of North Kansas City, Missouri, to enter into an agreement with Mid-America Regional Council Solid Waste Management District for a one-year period beginning January 1, 2022, at the cost of \$4869.03. A copy of said agreement is attached hereto and incorporated herein by reference.
2. The provisions of said agreement are hereby approved and adopted by the City Council of the City of North Kansas City, Missouri. The Mayor and City Clerk are hereby authorized and directed to execute said contract on behalf of the City of North Kansas City, Missouri.

**DONE** this 16<sup>th</sup> day of November 2021.

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Bryant Delong, *Mayor*

ATTEST:

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Crystal Doss, *City Clerk*



## 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: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

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

- Hospital Board of Trustees (4-Year Term)
- Library Board (3-Year Term)
- Park & Recreation Board (3-Year Term)
- Board of Zoning Adjustment (4-Year Term)
- Police & Fire 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?

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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*).

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

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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!

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## MEMORANDUM



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**TO:** Mayor Bryant DeLong and City Council

**FROM:** Kim Nakahodo, Interim City Administrator  
Sara Copeland, AICP, Community Development Director

**DATE:** November 16, 2021

**RE:** NKC Ward Redistricting

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The U.S. Census Bureau conducts the decennial census every ten years to count every person. That data is then used by every level of government to adjust the boundaries of congressional districts, state legislative districts, and local wards. The process is required in order to meet the constitutional requirements of equal representation across all districts/wards.

The 2020 Census data was released in August and again in a more user-friendly format in September. North Kansas City's official Census population is 4,467 and our Ideal District size is 1,117 (Total Population ÷ Number of Districts = Ideal District). Ward population numbers must be within 10% Maximum Total Deviation from one another. This is calculated using the following formula: (Largest District – Ideal District) ÷ Ideal = Max % Over; (Ideal District – Smallest District) ÷ Ideal = Max % Under; Max % Over + Max % Under = Total Variation; Total Variation ≤ 10%. In rebalancing the wards, in addition to population equity, districts are to be compact and contiguous and avoid the legislative evil known as 'gerrymander'.

The City Council hosted a Work Session regarding redistricting on Tuesday, October 19, 2021, and an Open House and Special Council Meeting on Tuesday, November 2, 2021. Multiple draft maps were generated for discussion and residents were given several opportunities to provide the City Council with input on proposed maps.

At its Special Council Meeting, the City Council directed staff to bring forward Modified Map C for formal adoption at the next meeting. The new ward boundaries are adopted by Ordinance, which has been prepared for the City Council's consideration. The new ward boundaries must be set prior to the opening of filing for the April 2022 election on December 7, 2021.

**AN ORDINANCE AUTHORIZING THE ADJUSTMENT OF NORTH KANSAS CITY COUNCIL WARD BOUNDARIES TO EQUALIZE POPULATION IN THE WARDS AS A RESULT OF POPULATION CHANGES REFLECTED IN THE 2020 DECENNIAL FEDERAL CENSUS AND, IN ORDER TO ACCOMPLISH THIS PURPOSE, REPEALING CHAPTER 1.08, “WARD BOUNDARIES,” OF TITLE I, “GENERAL PROVISIONS,” OF THE CODE OF THE CITY OF NORTH KANSAS CITY, MISSOURI, AND ENACTING IN LIEU THEREOF A NEW CHAPTER 1.08, “WARD BOUNDARIES,” OF THE CITY CODE; AND DEFINING BOUNDARY LINES FOR THE FOUR WARDS FOR THE ELECTION OF MEMBERS OF THE CITY COUNCIL OF THE CITY OF NORTH KANSAS CITY, MISSOURI.**

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

**WHEREAS**, Section 77.030 of the Missouri Revised Statutes requires that “the council shall by ordinance divide the city into . . . four wards;” and

**WHEREAS**, the Equal Protection Clause of the Fourth Amendment to the United States Constitution requires that the City’s wards be comprised of substantially equal population;<sup>1</sup> and

**WHEREAS**, Section 2 of the federal Voting Rights Act of 1965, as amended in 1982, prohibits any electoral practice that results in abridgment of the right to vote based on race or color; and

**WHEREAS**, the referenced constitutional and statutory requirements are applicable to municipal electoral districts; and

**WHEREAS**, pursuant to the 2020 decennial federal census conducted in the United States of America and its environs, there was found a need to equalize the population in the City’s four wards; and

**WHEREAS**, in order to provide for a more equal distribution of voters and residents within the four council districts, it is necessary and beneficial to establish and redraw the boundary lines for the respective four wards within the City; and

**WHEREAS**, the wards as hereinafter established are substantially equal in population.

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

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<sup>1</sup> See, *Reynolds v. Sims*, 377 U.S. 533 (1964).

**Section 1.** **Purpose.** In order that the four City Council Wards shall continue to be nearly equal in population as may be according to the 2020 Decennial Federal Census, the City Council Wards are hereby adjusted as set forth in Section 2 of this Ordinance and the City Code is amended accordingly.

**Section 2.** Chapter 1.08, WARD BOUNDARIES, of Title 1, GENERAL PROVISIONS, of the Code of the City of North Kansas City, Missouri, is hereby repealed in its entirety, and a new Chapter 1.08, “WARD BOUNDARIES,” is hereby enacted in its place to read as follows:

## **Chapter 1.08**

### **WARD BOUNDARIES**

#### **1.08.010 Wards.**

The city is divided into four wards pursuant to the provisions of Section 77.030 of the Revised Statutes of Missouri. Such wards shall be bounded and described as in the following sections.

#### **1.08.020 Ward One.**

Ward One shall comprise all of that portion of the City of North Kansas City included within the following described area:

Beginning at a point at the intersection of the centerlines of Buchanan Street and 29<sup>th</sup> Avenue; thence south along the centerline of Buchanan Street to a point where Buchanan Street and 23<sup>rd</sup> Avenue intersect; thence west along the centerline of 23<sup>rd</sup> Avenue to a point where 23<sup>rd</sup> Avenue and Buchanan Street intersect; thence south along the centerline of Buchanan Street to a point where Buchanan Street and 18<sup>th</sup> Avenue intersect; thence east along the centerline of 18<sup>th</sup> Avenue to a point where 18<sup>th</sup> Avenue and Swift Street intersect; thence south along the centerline of Swift Street to a point where Swift Street and 10<sup>th</sup> Avenue intersect; thence west along the centerline of 10<sup>th</sup> Avenue to a point where the centerline of 10<sup>th</sup> Avenue and Burlington Street intersect; thence south along the centerline of Burlington Street to the south city limits boundary line; thence east along the south city limits boundary line to the easterly boundary of the Norfolk & Western Railroad right-of-way; thence northeast along the easterly boundary of the Norfolk & Western Railroad right-of-way to the centerline of 10<sup>th</sup> Avenue; thence west to a point where an extension or prolongation of the centerline of Gentry Street intersects therewith; thence north along said described line to a point where Gentry Street and Railroad Avenue intersect; thence north along the centerline of Gentry Street to a point where Gentry Street and 12<sup>th</sup> Avenue intersect; thence east along the centerline of 12<sup>th</sup> Avenue to a point where 12<sup>th</sup> Avenue and Howell Street intersect; thence north along the centerline of Howell Street to a point where Howell Street and 26<sup>th</sup> Avenue intersect; thence west along the centerline of 26<sup>th</sup> Avenue to a point where 26<sup>th</sup> Avenue and Swift Street intersect; then north along the centerline of Swift Street to a point where Swift Street and 28<sup>th</sup> Avenue intersect; thence east along

the centerline of 28<sup>th</sup> Avenue to a point where 28<sup>th</sup> Avenue and Howell Street intersect; thence north along the centerline of Howell Street to a point where Howell Street and 29<sup>th</sup> Avenue intersect; thence west along the centerline of 29<sup>th</sup> Avenue to the point of beginning.

**1.08.030 Ward Two.**

Ward Two shall comprise all of that portion of the City of North Kansas City included within the following described area:

Beginning at a point at the northwest corner of the city limits; thence south along the west city limits boundary line to the south city limits; thence east along the south city limits boundary line to a point which would be the centerline of Burlington Street; thence north along said centerline of Burlington Street to a point where Burlington Street and 10<sup>th</sup> Avenue intersect; thence east along the centerline of 10<sup>th</sup> Avenue to a point where 10<sup>th</sup> Avenue and Swift Street intersect; thence north along the centerline of Swift Street to a point where Swift Street and 18<sup>th</sup> Avenue intersect; thence west along the centerline of 18<sup>th</sup> Avenue to a point where 18<sup>th</sup> Avenue and Buchanan Street intersect; thence north along the centerline of Buchanan Street to a point where Buchanan Street and 23<sup>rd</sup> Avenue intersect; thence east along the centerline of 23<sup>rd</sup> Avenue to a point where the centerline of 23<sup>rd</sup> Avenue and Buchanan Street intersect; thence north along the centerline of Buchanan Street to a point where the centerline of Buchanan Street and 29<sup>th</sup> Avenue intersect; thence east along the centerline of 29<sup>th</sup> Avenue to a point where the centerline of 29<sup>th</sup> Avenue and Howell Street intersect; thence south along the centerline of Howell Street to a point where the centerline of Howell Street and Clark Ferguson Drive intersect; thence east along the centerline of Clark Ferguson Drive to a point where the centerline of Clark Ferguson Drive and Ozark Street intersect; thence continuing northeast along the centerline of Ozark Street to the northerly boundary line of the Hillside Levee of the North Kansas City Levee District; thence continuing east along the northerly boundary line of the Hillside Levee of the North Kansas City Levee District to a point where the northerly boundary line of the Hillside Levee intersects the centerline of Interstate 35; thence north along the centerline of Interstate 35 to the north city limits boundary line; thence west along the north city limits boundary line to the point of beginning.

**1.08.040 Ward Three.**

Ward Three shall comprise all of that portion of the City of North Kansas City included within the following described area:

Beginning at a point at the intersection of the centerlines of Swift Street and 28<sup>th</sup> Avenue; thence south along the centerline of Swift Street to a point where Swift Street and 26<sup>th</sup> Avenue intersect; thence east along the centerline of 26<sup>th</sup> Avenue to a point where 26<sup>th</sup> Avenue and Howell Street intersect; thence south along the centerline of Howell Street to a point where Howell Street and 12<sup>th</sup> Avenue intersect; thence west along the centerline of 12<sup>th</sup> Avenue to a point where 12<sup>th</sup> Avenue and Gentry Street intersect; thence south along the centerline of Gentry Street and the extension or

prolongation thereof to the intersection of the extension or prolongation of Gentry Street and 10<sup>th</sup> Avenue; thence east along the centerline of 10<sup>th</sup> Avenue to the easterly boundary of the Norfolk & Western Railroad right-of-way; thence southwest along the easterly boundary of the Norfolk & Western railroad right-of-way to the south city limits boundary line; thence east along the south city limit boundary line to a point where the centerline of Interstate 35 intersects therewith; thence north along the centerline of Interstate 35 to a point where Interstate 35 and the centerline of 16<sup>th</sup> Avenue intersect; thence west along the centerline of 16<sup>th</sup> Avenue to a point where 16<sup>th</sup> Avenue and Linn Street intersect; thence north along the centerline of Linn Street to a point where the centerline of Linn Street intersects the westerly boundary of the Missouri Highways and Transportation Commission right-of-way; thence northeast along the westerly boundary of the Missouri Highways and Transportation Commission right-of-way to a point where an extension or prolongation of the centerline of 18<sup>th</sup> Avenue intersects therewith; thence due north to a point on the centerline of 19<sup>th</sup> Avenue; thence west along the centerline of 19<sup>th</sup> Avenue to a point where 19<sup>th</sup> Avenue and Macon Street intersect; thence north along the centerline of Macon Street to a point where Macon Street and 22<sup>nd</sup> Avenue intersect; thence east along the centerline of 22<sup>nd</sup> Avenue to a point where 22<sup>nd</sup> Avenue and Ozark Street intersect; thence north along the centerline of Ozark Street to a point where Ozark Street and Clark Ferguson Drive intersect; thence west along the centerline of Clark Ferguson Drive to a point where Clark Ferguson Drive and Howell Street intersect; then north along the centerline of Howell Street to a point where Howell Street and 28<sup>th</sup> Avenue intersect; thence west along the centerline of 28<sup>th</sup> Avenue to the point of beginning.

**1.08.050      Ward Four.**

Ward Four shall comprise all of that portion of the City of North Kansas City included within the following described area:

Beginning at a point at the northeast corner of the city limits boundary of the city; thence south along the east city limits boundary line to the southeast corner of the city limits boundary line; thence southeast along the south city limits boundary line as said line follows the Missouri River to a point where the centerline of Interstate 35 intersects therewith; thence north along the centerline of Interstate 35 to a point where Interstate 35 and the centerline of 16<sup>th</sup> Avenue intersect; thence west along the centerline of 16<sup>th</sup> Avenue to a point where 16<sup>th</sup> Avenue and Linn Street intersect; thence north along the centerline of Linn Street to a point where the centerline of Linn Street intersects the westerly boundary of the Missouri Highways and Transportation Commission right-of-way; thence northeast along the westerly boundary of the Missouri Highways and Transportation Commission right-of-way to a point where an extension or prolongation of the centerline of 18<sup>th</sup> Avenue intersects therewith; thence due north to a point on the centerline of 19<sup>th</sup> Avenue; thence west along the centerline of 19<sup>th</sup> Avenue to a point where 19<sup>th</sup> Avenue and Macon Street intersect; thence north along the centerline of Macon Street to a point where Macon Street and 22<sup>nd</sup> Avenue intersect; thence east along the centerline of 22<sup>nd</sup> Avenue to a point where 22<sup>nd</sup> Avenue and Ozark Street intersect; thence north along the centerline of Ozark Street to a point where Ozark Street and Clark Ferguson Drive intersect; thence continuing northeast

along the centerline of Ozark Street to the northerly boundary line of the Hillside Levee of the North Kansas City Levee District; thence continuing east along the northerly boundary line of the Hillside Levee of the North Kansas City Levee District to a point where the northerly boundary line of the Hillside Levee intersects the centerline of Interstate 35; thence north along the centerline of Interstate 35 to the north city limits boundary line; thence east along the north city limits boundary line to the point of beginning.

**Section 3.** The Ward Line Map is hereby amended in accordance with a new Ward Line Map as shown on Exhibit A attached hereto and incorporated herein by reference.

**Section 4.** The city council seats to be filled shall be elected from the city council wards as established herein. Those persons holding the office of city council member whose terms do not expire in April, 2022, shall continue to hold the office of city council member until the end of their terms from their respective wards.

**Section 5.** Providing for Repeal or Amendment of Conflicting Ordinances or Parts Thereof. Ordinance No. 8658 and all other ordinances or parts of ordinances in conflict with the provisions of this ordinance, or any parts hereof, are hereby amended to conform to the provisions and requirements of this ordinance or repealed, whichever will best carryout the intent of this ordinance.

**Section 6.** 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 7.** Governing Law. This ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

**Section 8.** 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 16<sup>th</sup> day of November, 2021.

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Bryant DeLong, *Mayor*

ATTEST:

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Crystal Doss, *City Clerk*

**APPROVED** this 16<sup>th</sup> day of November, 2021.

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Bryant DeLong, *Mayor*

APPROVED AS TO FORM:

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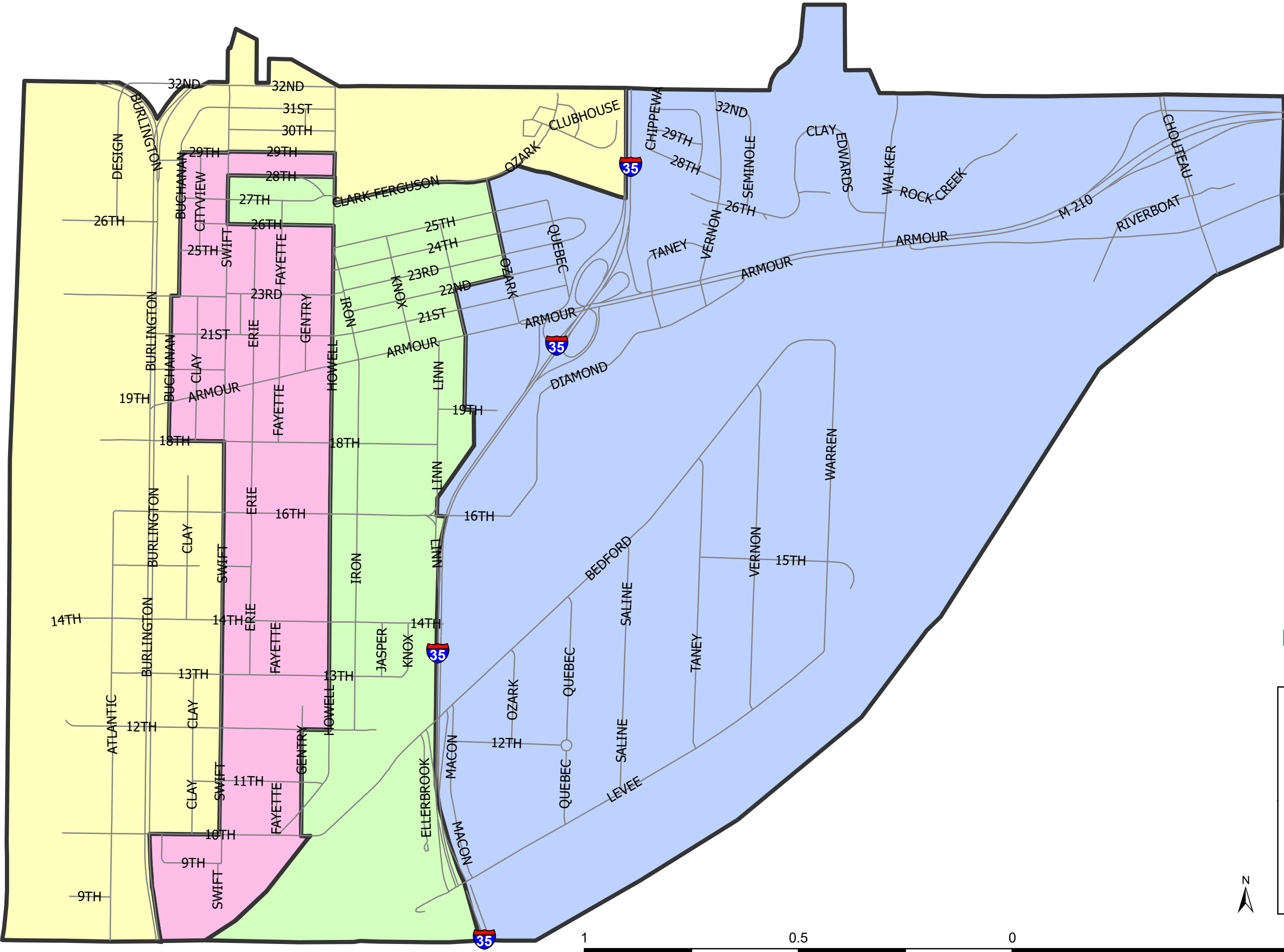
Anthony W. Bologna, *City Attorney*

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



# Ward Lines Map



**NORTH**  
KANSAS CITY  
*Virtually Urban. Supremely Suburban.*

**Wards**

- Ward 1
- Ward 2
- Ward 3
- Ward 4



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## MEMORANDUM



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**TO:** Mayor and City Council

**FROM:** Kim Nakahodo, Interim City Administrator

**DATE:** November 16, 2021

**RE:** Emergency Public Health Order Extension

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Councilmember Tull has requested that an extension of Mayor DeLong's Emergency Public Health Order No. 21-004 be placed on the City Council Agenda so that the Council may vote to extend the Order for a period of twenty-eight (28) calendar days from 12:01 a.m. on November 20, 2021, until December 18, 2021, at 12:01 a.m. unless rescinded, extended, modified or amended pursuant to applicable law.

Ordinance No. 9442 and Order No. 21-005 have been prepared for the City Council's consideration.

**AN ORDINANCE APPROVING PUBLIC HEALTH ORDER 21-005 REGARDING THE WEARING OF FACE MASKS IN CERTAIN SCHOOLS (K-5) DUE TO COVID-19 IN THE CITY OF NORTH KANSAS CITY, MISSOURI, AND AUTHORIZING THE EXTENSION OF THE EFFECTIVE PERIOD OF THE CURRENT ORDER 21-004 DATED NOVEMBER 2, 2021, AS MODIFIED, FROM NOVEMBER 20, 2021 UNTIL DECEMBER 18, 2021.**

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

**WHEREAS**, on March 18, 2020, a proclamation of a state of emergency (the “Proclamation”) was issued to allow the City of North Kansas City (the “City”) to take measures to reduce the possibility of exposure to COVID-19<sup>1</sup> and promote the health and safety of North Kansas City residents, along with an accompanying order; and

**WHEREAS**, the aforesaid state of emergency continues to exist in the City, as well as throughout all areas surrounding the City; and

**WHEREAS**, COVID-19 and all of its related variants, respiratory diseases that spread easily from person to person and may result in serious illness or death, are major public health concerns and risks that have been confirmed in the City and in the surrounding greater Kansas City metropolitan area; 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

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<sup>1</sup> Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) is the cause of coronavirus disease 2019, commonly referred to as COVID-19.

**WHEREAS**, pursuant to the provisions of § 77.530 of the Missouri Revised Statutes the City Council may make regulations and pass ordinances for the prevention of the introduction of contagious diseases into the City, and for the abatement of the same, and may make quarantine laws and enforce the same within five miles of the City, and may make regulations to secure the general health of the City; and

**WHEREAS**, for any purpose or purposes set forth in Chapter 77 of the Missouri Revised Statutes, § 77.590 of the Missouri Revised Statues provides that the City Council may enact and make all necessary ordinances, rules and regulations; and they may enact and make all such ordinances and rules, not inconsistent with the laws of the state, as may be expedient for maintaining the peace and good government and welfare of the City; and

**WHEREAS**, pursuant to the provisions of § 192.290 of the Missouri Revised Statutes the City has been granted the authority to make such further ordinances, rules and regulations, which may be necessary for the City, so long as such ordinances, rules and regulations are not inconsistent with the rules and regulations prescribed by the Missouri Department of Health and Senior Services; and

**WHEREAS**, Michael Parson, the Governor of the State of Missouri, stated and recognized in Executive Order EO 21-09 (Aug. 27, 2021) that “staff shortages continue to hinder the State’s healthcare system and the State’s recovery efforts from COVID-19”; and

**WHEREAS**, the Governor’s concerns about “staff shortages continu[ing] to hinder the State’s healthcare system” is especially significant to the City inasmuch as the City is the owner of the North Kansas City Hospital that serves not only the residents and citizens of the City, but also serves those living in surrounding areas; and

**WHEREAS**, the Center for Disease Control (the “**CDC**”), in addressing COVID-19 has stated that spread of the virus from person-to-person happens most frequently among close contacts; and

**WHEREAS**, COVID-19 continues to create a health emergency throughout the nation and throughout the greater metropolitan Kansas City area, including North Kansas City; and

**WHEREAS**, on March 10, 2021, the North Kansas City Hospital (“**NKCH**”) reported to the City that “total COVID patient volume [had] declined substantially”<sup>2</sup>; and

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<sup>2</sup> The total number of COVID-19 related cases at NKCH as of March 31, 2021, can be summarized as follows:

Total COVID cases	8
Total recovering COVID cases	19
Total active COVID cases in ICU:	0
Total COVID patients on ventilator:	0

**WHEREAS**, by August 11, 2021, the NKCH reported a “significant increase in the total number of COVID patients” at the hospital<sup>3</sup>; and

**WHEREAS**, by November 8, 2021, the NKCH reported that it “is seeing some stabilization in the number of COVID patients over the last couple of weeks”<sup>4</sup>; and

**WHEREAS**, the City Council, recognizing the ongoing state of emergency, desires to continue to employ all means available under the law to protect public life, health, safety and property, and to limit the development, contraction and spread of COVID-19, and, therefore, concludes that it is in the best interests of the City and its residents to adopt this ordinance authorizing and approving the issuance of Order 21-005, a copy of which is attached hereto as Exhibit 1 and incorporated herein by reference; and

**WHEREAS**, on July 31, 2021, pursuant to § 67.265, MO. REV. STAT., the Mayor issued Order No. 21-001 requiring the taking of certain precautions to protect against the spread of COVID-19, including the wearing of face masks under certain conditions, which order expired on August 28, 2021 at 12:01 a.m.; and

**WHEREAS**, on August 18, 2021, pursuant to § 67.265, MO. REV. STAT., and at the direction of the City Council by passage of Ordinance No. 9416, the Mayor issued Order No. 21-002 requiring the taking of certain precautions to protect against the spread of COVID-19, including the wearing of face masks under certain conditions, which order expired on September 25, 2021 at 12:01 a.m.; and

**WHEREAS**, on September 21, 2021, pursuant to § 67.265, MO. REV. STAT., and at the direction of the City Council by passage of Ordinance No. 9422, the Mayor issued Order No. 21-003 requiring the taking of certain precautions to protect against the spread of COVID-19, including the wearing of face masks under certain conditions, which order expires on October 23, 2021 at 12:01 a.m.; and

**WHEREAS**, on October 19, 2021, pursuant to § 67.265, MO. REV. STAT., and at the direction of the City Council by passage of Ordinance No. 9436, the Mayor issued Order No. 21-004 requiring the taking of certain precautions to protect against the spread of COVID-19,

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<sup>3</sup> The total number of COVID-19 related cases at NKCH as of August 11, 2021, can be summarized as follows:

Total COVID cases	53
Total recovering COVID cases	15
Total active COVID cases in ICU:	18
Total COVID patients on ventilator:	9

<sup>4</sup> The total number of COVID-19 related cases at NKCH as of November 8, 2021, can be summarized as follows:

Total COVID cases	20
Total recovering COVID cases	16
Total active COVID cases in ICU:	2
Total COVID patients on ventilator:	1

including the wearing of face masks under certain conditions, which order expires on November 20, 2021 at 12:01 a.m.; and

**WHEREAS**, pursuant to the provisions of § 67.265, the City Council of the City of North Kansas City, Missouri, can extend Order 21-004 or approve a similar order for a period of up to thirty calendar days.

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

**Section 1.** Findings of the City Council. For the reasons set forth in the recitals above, which are incorporated herein by reference, the City Council of the City of North Kansas City, Missouri, does hereby find and determine that the City can modify the breadth of recent health orders, but still must adequately deal with and address the emergency created by COVID-19 in order to protect our younger children so as to (a) reduce the threat to human health caused by the transmission of the novel coronavirus and its variants in the elementary school in the City; (b) protect the public health, safety, and welfare of its younger children, residents and others; (c) protect, preserve and save lives of the younger children in the City's elementary school, as well as others who may enter the elementary school; and (d) protect against staff shortages that continue to hinder Missouri's healthcare system and Missouri's recovery efforts from COVID-19.

**Section 2.** Approval of Order 21-005. To comply with the requirements of Missouri law and to accomplish the goals and objectives set forth in Section 1 of this Ordinance, the City Council finds and declares it necessary to authorize and approve Order 21-005, which is attached to this ordinance as Exhibit 1 and incorporated herein by reference as fully as though restated in full. Order 21-005 is approved and authorized in all respects and the Mayor and City Clerk are hereby authorized and directed to execute said order. The City Council does further grant to the Mayor the authority to terminate Order 21-005 prior to the expiration date of December 18, 2021, should the Mayor, in his judgment, deem it appropriate to do so.

**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 16<sup>th</sup> day of November, 2021.

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Bryant DeLong, *Mayor*

**ATTEST:**

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Crystal Doss, *City Clerk*

**APPROVED** this 16<sup>th</sup> day of November, 2021.

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Bryant DeLong, *Mayor*

**APPROVED AS TO FORM:**

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Anthony W. Bologna, *City Attorney*

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

**ORDER 21-005**

**WHEREAS**, on August 27, 2021, the Governor of the State of Missouri declared a State of Emergency in the State of Missouri and invoked the provisions in Chapter 44 of the Missouri Revised Statutes through Executive Order 21-09, finding that staff shortages continue to hinder the State of Missouri’s healthcare system and the State’s recovery efforts from COVID-19; and

**WHEREAS**, the City of North Kansas City, Missouri owns the North Kansas City Hospital (“**NKCH**”) under the provisions of MO. REV. STAT. §§ 96.150, *et seq.*, and, as the owner of NKCH, the state of emergency that has been declared by the Governor in Executive Order 21-09 directly applies to the City and NKCH and, therefore, a state of emergency still exists in the City of North Kansas City, Missouri; and

**WHEREAS**, on March 17, 2020, a proclamation of a state of emergency was issued by the Mayor of the City of North Kansas City, Missouri (the “**Mayor**”) to allow the City of North Kansas City, Missouri (the “**City**”) to take measures to reduce the possibility of exposure to COVID-19 and promote the health and safety of North Kansas City residents; and

**WHEREAS**, by passage of Ordinance No. 9315, the Mayor was granted certain authority during the recognized and declared health emergency related to COVID-19 and existing within North Kansas City, said ordinance remains in full force and effect as of this date, and among other things the Mayor is authorized to issue this order pursuant to state law and Ordinance No. 9315; and

**WHEREAS**, pursuant to the provisions of Section 67.265 of the Missouri Revised Statutes, under the direction of the City Council as provided for in Ordinance No. 9442 enacted on November 16, 2021, the Mayor hereby issues Order 21-005 on November 17, 2021, with an effective date of November 20, 2021, and an expiration date of December 18, 2021, subject, however, to being extended by action of the City Council of the City of North Kansas City, Missouri (the “**City Council**”); and

**WHEREAS**, COVID-19 spreads between people who are in contact with one another or present in shared spaces and a gathering of individuals without necessary mitigation for the spread of infection will pose a risk of the spread of infectious disease; and

**WHEREAS**, the City has an area of approximately 4.64 square miles and is surrounded by Kansas City, Missouri, more or less, and, therefore, North Kansas City assumes that it would have similar COVID-19 statistics as a percentage of its population when compared to Kansas City; and

**WHEREAS**, on November 8, 2021, the City confirmed 227,410 total cases of COVID-19 in the greater metropolitan Kansas City area and 3,178 deaths from COVID-19 in Kansas City



metro-wide. In addition, the Centers for Disease Control (“**CDC**”) confirmed 46,405,253 total cases in the United States and 752,196 deaths nation-wide as of November 8, 2021; and

**WHEREAS**, as of November 8, 2021, approximately 54.00% of all those residing in the greater metropolitan Kansas City area have been fully vaccinated for COVID-19 and 63.13% have had at least one vaccine dose; and

**WHEREAS**, in a Memorandum dated November 8, 2021, from Stephen L. Reintjes, Sr., M.D., President and CEO of the North Kansas City Hospital (“**NKCH**”), directed to the City Council, the City was advised that “**NKCH** is seeing some stabilization in the number of COVID patients over the last couple of weeks”; and

**WHEREAS**, on July 27, 2021, the CDC issued new guidance, recommending all vaccinated individuals (in addition to their previous recommendation for unvaccinated individuals) in “substantial” or “high” transmission areas, with either more than 50 cases per 100,000 people in the area over a seven-day period, or with a COVID-19 test positivity rate higher than 5%, wear masks indoors; and

**WHEREAS**, on July 30, 2021, the CDC issued a study which found that vaccinated individuals carried as much virus in their noses as unvaccinated individuals, and that vaccinated people could spread the virus to each other<sup>1</sup>; and

**WHEREAS**, in a statement released by the CDC accompanying the study of July 30, 2021, it was stated that “[t]his finding is concerning and was a pivotal discovery leading to the CDC’s updated mask recommendation”; and

**WHEREAS**, the CDC’s statement continued “[t]he masking recommendation was updated to ensure the vaccinated public would not unknowingly transmit virus to others, including their unvaccinated or immunocompromised loved ones”; and

**WHEREAS**, the county in which North Kansas City is located (Clay County) is currently classified as a substantial transmission area by the CDC; and

**WHEREAS**, Regional Health guidance from medical professionals in the Kansas City metropolitan area recommended a return to masks indoors in July 2021 based on the positivity rate for COVID-19 cases in Missouri and the increase in hospitalizations; and

**WHEREAS**, children 5-11 years old can now be vaccinated. Widespread vaccination for COVID-19 is a critical tool to best protect everyone, especially those at highest risk, from severe

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<sup>1</sup> See, Catherine M. Brown, et al., “Outbreak of SARS-CoV-2 Infections, Including COVID-19 Vaccine Breakthrough Infections, Associated with Large Public Gatherings—Barnstable County, Massachusetts, July 2021,” *MMWR Morbidity and Mortality Weekly Report*, vol. 70 Early Release (July 30, 2021).

illness and death. People who are fully vaccinated can safely resume many activities that they did prior to the pandemic. Children ages 5 years and older are now able to get an age-appropriate dose of the Pfizer-BioNTech COVID-19 vaccine. Until, however, the vaccine for children 5 years and older is widely available, the best method left to protect the children of North Kansas City in school is by requiring the wearing of face coverings and masks; and

**WHEREAS**, the FDA vaccination approval for those five to eleven years old is now authorized, providing protection for elementary school children as they are vaccinated; and

**WHEREAS**, the CDC recommends universal indoor masking by all students, staff, teachers, and visitors to K-12 schools, regardless of vaccination status; and

**WHEREAS**, the Mayor, pursuant to Section 67.265, MO. REV. STAT., prior to the issuance of this Order, submitted a report dated November 9, 2021, to the City Council outlining and recommending a need for this Order and/or an extension of Order 21-004, presently set to expire on November 20, 2021 at 12:01 a.m., unless rescinded, extended, modified or amended pursuant to applicable law; and

**WHEREAS**, by Ordinance No. 9442 passed on November 16, 2021, the City Council of North Kansas City approved this Order 21-005, an emergency health order modified from Order 21-004 presently in effect and issued by the Mayor upon the authorization and direction of the City Council by passage of Ordinance No. 9436 on October 19, 2021, and extending the emergency health directives as set forth therein.

**NOW, THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:**

Section One: Community Health Guidance

A. All persons are encouraged to limit exposure by obtaining a federally-approved vaccine and properly wearing a face covering or mask when applicable and maintaining social distancing when indoors at a place of public accommodation. The use of face coverings or masks is recommended in indoor private settings and crowded outdoor settings where there is close contact with other people who may not be fully vaccinated.

B. As used herein, the terms below shall have the following meanings:

1. **“Face Covering or Mask”** means a uniform piece of cloth, fabric, or other material that securely covers a person’s nose and mouth. It is properly worn when it remains affixed in place without the use of one’s hands.

2. **“Place of Public Accommodation”** means any place or business offering or holding out to the general public goods, services, privileges, facilities, advantages or

accommodations for the peace, comfort, health, welfare, and safety of the general public. Place of Public Accommodation shall not include a private club or a place of public accommodation owned or operated on behalf of a religious corporation, association, or society.

3. “**Social Distancing**” is maintaining at least six-feet of distance from others.

Section Two: Schools

A To ensure that schools may operate as safely as possible, public and private schools shall require face coverings or masks for all persons inside a school building where any students from kindergarten up to and including 5<sup>th</sup> grade are attending class, unless eating or drinking. All persons must wear a mask when riding on a school bus unless documentation has been submitted to and approved by the school for a medical mask exemption.

- 1 The following individuals are exempt from wearing face coverings or masks while inside school buildings:
  - a. Persons with a medical condition, mental health condition or disability that prevents wearing a face covering or mask that, other than in the case of an emergency, have provided documentation of such condition or disability that has been approved by appropriate school officials pursuant to school guidelines. This includes persons with a medical condition for whom wearing a face covering could obstruct breathing or otherwise unable to remove a face covering without assistance, as well as those who are unconscious or incapacitated;
  - b. Persons communicating with a person who is deaf or hard or hearing, where the ability to see the mouth is essential for communication; and
  - c. Persons who are alone in a separate room or office.

Section Three. Violation of any provision of this Order constitutes an imminent threat and immediate menace to public health and shall be considered a violation of Ordinance No. 9315. All remedies prescribed by this Order or otherwise available under applicable law, shall be cumulative, and the use of one or more remedies by the City shall not bar the use of any other remedy to enforce this Order.

Section Four. The Chief of the North Kansas City Police Department, and the Chief of the North Kansas City Fire Department, or their designees (“**Directors**”) are, under the

Constitutions of the United States and the State of Missouri, and this Order, subject to applicable law, authorized to enter all property necessary to enforce laws relating to public health and to provide for the avoidance, suppression or mitigation of disease, and abatement of nuisances and other unhealthy conditions. Upon complaint, or whenever the Directors deem an action carried on or engaged in by any person in the City detrimental to the public health, the Directors shall notify that person to show cause to the City at a time and place to be specified in the notice, why the trade or profession should not be discontinued or removed. The notice shall be served before the time specified therein as provided by law.

Section Five. Violation of any provision of this Order may result in the suspension or revocation of the Certificate of Occupancy and/or any license or permit issued by the City in accordance with Section 5.52.140 of the Code of the City of North Kansas City, Missouri.

Section Six. If any provision of this Order or the application thereof to any person, entity, or circumstance is determined to be invalid by a court of competent jurisdiction, such determination shall not affect or impair the validity of the other provisions of this Order or its application to other persons, entities, and circumstances.

Section Seven. This Order shall take effect at 12:01 a.m. on Saturday, November 20, 2021, and shall expire Saturday, December 18, 2021, at 12:01 a.m. unless rescinded, extended, modified or amended pursuant to applicable law or terminated by action of the Mayor as authorized by the City Council.

Authenticated as Adopted

This 17<sup>th</sup> day of November, 2021.

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Bryant DeLong, *Mayor*

Filed with me, the City Clerk of the City of North Kansas City, Missouri, this 17<sup>th</sup> day of November, 2021, by Mayor Bryant DeLong, whose signature I hereby attest.

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Crystal Doss, *City Clerk*

**CERTIFICATION OF PASSAGE OF ORDER NO. 21-005**

This Certificate is made by the City Clerk of the City of North Kansas City, Missouri (the “City”), for the purpose of verifying and certifying, pursuant to the requirements of §67.265 of the MO. REV. STAT., that the above Order No. 21-005 issued by the Mayor of North Kansas City, Missouri on November 17, 2021, duly came before the City Council of the City of North Kansas City, Missouri for the purpose of considering an order reduced from the order issued by the Mayor on October 20, 2021, after being authorized by action of the City Council, and extending the emergency health directives for those in elementary schools in the City, except as otherwise provided in this Order, for a period not exceeding thirty (30) calendar days. Upon vote duly taken in a regularly scheduled City Council meeting on November 16, 2021, the undersigned City Clerk hereby certifies that Ordinance No. 9442 was duly passed by the City Council of North Kansas City, Missouri and is in full force and effect. Ordinance No. 9442 was duly passed by a vote of \_\_\_\_\_ to \_\_\_\_\_ upon second reading.

**IN WITNESS WHEREOF**, the undersigned has executed this Certificate as of the \_\_\_\_\_ day of November, 2021.

**CITY OF NORTH KANSAS CITY, MISSOURI**

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

[CITY SEAL]

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# MEMORANDUM



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**TO:** Mayor Bryant DeLong and City Council

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

**DATE:** November 16, 2021

**RE:** Final Plat, North Kansas City Destination Development Fourth Plat

## ***Background***

This plat concerns approximately 9.3 acres located on the east side of Diamond Parkway in the One North redevelopment area. The applicant, Milhaus, has an agreement with the City's Master Developer for the redevelopment area to acquire Lot 2 of the subject plat for the development of multi-family residential. This area was the subject of a rezoning request approved by the City Council on September 21, 2021.

This final plat is a replat of Lot 2 of North Kansas City Destination Development, which was approved on August 15, 2017. The Planning Commission held a public hearing and approved the Preliminary Plat on March 2, 2017.

## ***Planning Commission Recommendation***

At its November 4, 2021, meeting, the Planning Commission reviewed the final plat. The Commission found the plat to be in conformance with the approved Preliminary Plat and unanimously recommended approval of the final plat.

The proposed final plat does not dedicate any new easements or right-of-way. This final plat complies with all three conditions of the preliminary plat approval, maintaining all previously dedicated easements, including the access easement to Tract B, the City's 19<sup>th</sup> Avenue pump station.

The Council may approve, approve with conditions, or deny the application.

**AN ORDINANCE APPROVING THE FINAL PLAT OF NORTH KANSAS CITY DESTINATION DEVELOPMENT, FOURTH PLAT 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**, proceedings were initiated pursuant to the subdivision regulations of the City of North Kansas City, Missouri, and in accordance with the Revised Statutes of the State of Missouri, for the review and approval of the Final Plat of *North Kansas City Destination Development, Fourth Plat*; and

**WHEREAS**, the *North Kansas City Destination Development Preliminary Plat* was submitted to the Planning Commission of the City of North Kansas City, Missouri on the 2<sup>nd</sup> day of March, 2017 and was approved by the Planning Commission; and

**WHEREAS**, the *North Kansas City Destination Development, Fourth Plat* was submitted to the Planning Commission of the City of North Kansas City, Missouri and was recommended for approval by the Planning Commission to the City Council on the 4<sup>th</sup> day of November, 2021; and

**WHEREAS**, the *North Kansas City Destination Development, Fourth Plat* was submitted to the City Council of the City of North Kansas City, Missouri for final approval on the 16<sup>th</sup> day of November, 2021.

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

**Section 1.** The *North Kansas City Destination Development, Fourth Plat*, an addition in and to the City of North Kansas City, Missouri, has been reviewed by the Planning Commission in accordance with the Ordinances of the City of North Kansas City, Missouri, and the Revised Statutes of the State of Missouri, in such cases made and provided, and it appearing to the City Council of the City of North Kansas City, Missouri, that said Final Plat of North Kansas City Destination Development, Fourth Plat, as platted, should be approved, and is in the interests of the citizens, subject to certain terms and conditions.

**Section 2.** Said plat, after due consideration of the City Council, is hereby approved for all purposes, subject however, to all easements, streets, and alleys as outlined, designated, and noted

on the plat for a particular purpose, be and the same are hereby accepted for the purposes as therein set out.

**Section 3.** Approval of the Final Plat of *North Kansas City Destination Development, Fourth Plat* is granted subject to all ordinances, rules and regulations in effect at the time of approval of this ordinance.

**Section 4.** The City Clerk of the City of North Kansas City is hereby authorized and directed to acknowledge a certified copy of this ordinance in the form required by law for the acknowledgement and to the end the same may be recorded in the Office of the Recorder of Deeds of Clay County, Missouri, and to likewise cause the final plat to be acknowledged reflecting the approval of the Planning Commission and the approval of the City Council of the City of North Kansas City, Missouri, and causing to be affixed to said final plat the signature of the Chairman of the Planning Commission of said city and the signatures of the Mayor and City Clerk of said city.

**Section 5.** 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 6.** 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 7.** Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

**Section 8.** 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 16<sup>th</sup> day of November, 2021



---

Bryant DeLong, *Mayor*

**ATTEST:**

---

Crystal Doss, *City Clerk*

**APPROVED** this 16<sup>th</sup> day of November, 2021

---

Bryant DeLong, *Mayor*

**APPROVED AS TO FORM:**

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Anthony W. Bologna, *City Attorney*

---

Thomas E. Barzee, Jr. *City Counselor*

# FINAL PLAT

## NORTH KANSAS CITY DESTINATION DEVELOPMENT, FOURTH PLAT

A REPLAT OF LOT 2, NORTH KANSAS CITY DESTINATION DEVELOPMENT, A SUBDIVISION IN THE CITY OF NORTH KANSAS CITY, CLAY COUNTY, MISSOURI

**Property Description:**

All of Lot 2, NORTH KANSAS CITY DESTINATION DEVELOPMENT, a subdivision in the City of North Kansas City, Clay County, Missouri, containing 525,912 square feet or 12.073 acres, more or less.

**Dedication:**

The undersigned owner(s) of the property described herein have the same to be subdivided in the manner shown on this plat and said property shall hereafter be known as "NORTH KANSAS CITY DESTINATION DEVELOPMENT, FOURTH PLAT".

**Execution:**

OWNER of described property: City of North Kansas City, Missouri

In testimony whereof, the undersigned owner(s) has/have hereunto set their hand(s) this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
City of North Kansas City, Mayor

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021 before me personally appeared the above persons, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in said county and state the day and year last written above.

Notary public \_\_\_\_\_

My commission expires: \_\_\_\_\_

Approved by the planning and zoning commission of the City of North Kansas City this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Chairman

Approved by the city council of the City of North Kansas City this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Ordinance No: \_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

I hereby certify that this Subdivision Plat is based upon an actual survey completed on the ground by me or under my direct supervision during May, 2021, and that said survey meets or exceeds the current Missouri Minimum Standards for Property Boundary Surveys, urban type property, as established by the Missouri Board for Architects, Professional Engineers, Professional Land Surveyors and Professional Landscape Architects, and that said survey is true and correct to the best of my professional knowledge and belief.

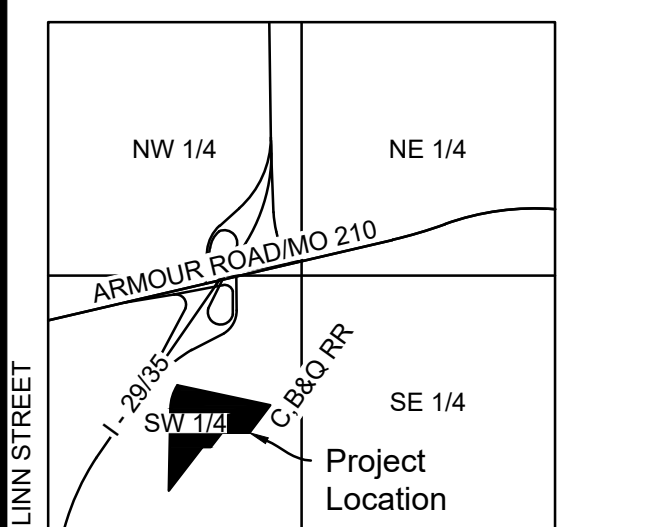
Steve E. Roberts, Missouri LS-2496  
RIC MO CLS-2011003572  
sroberts@ric-consult.com

**LEGEND:**

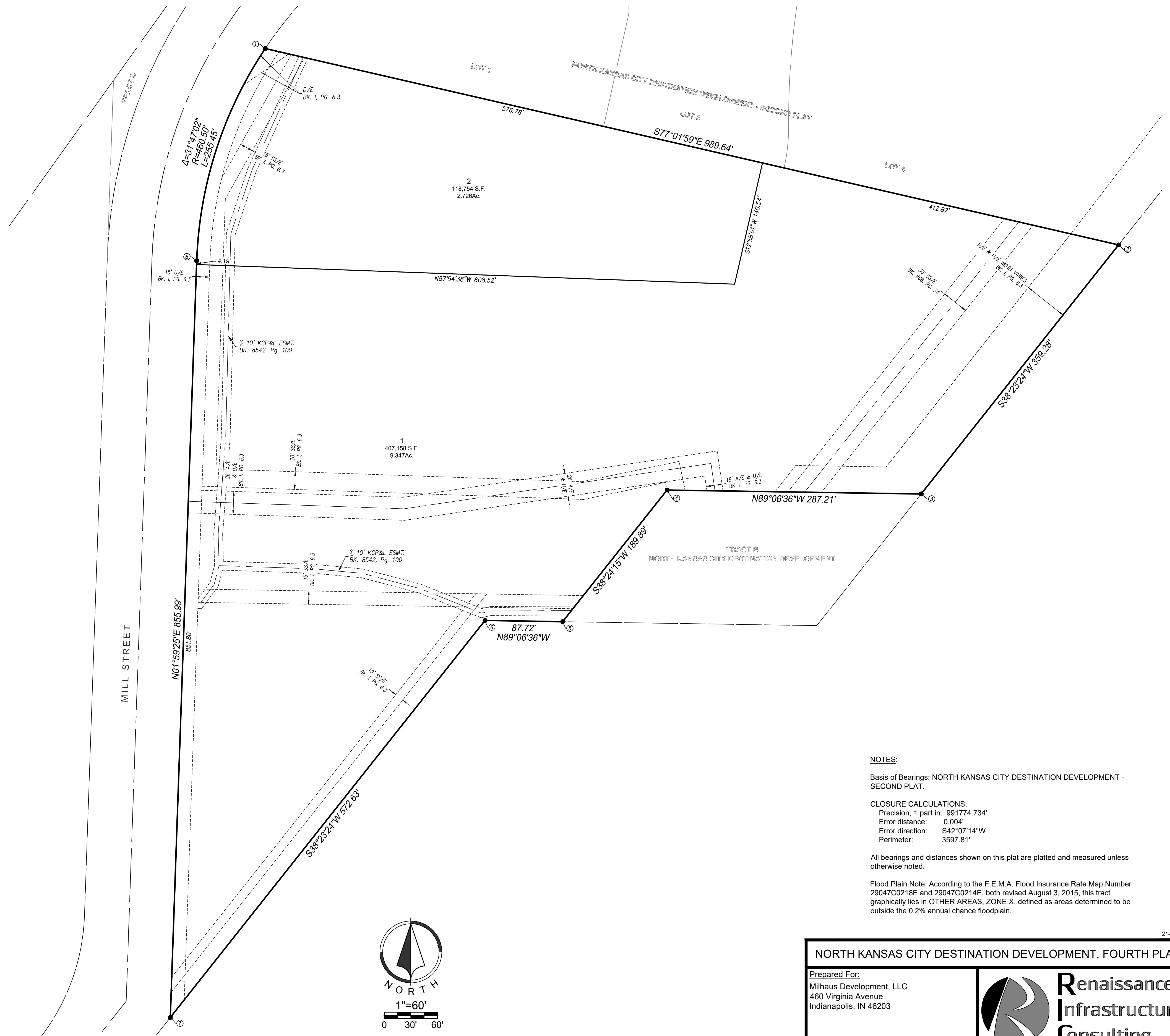
- FOUND 1/2" REBAR WITH RIC MOCLS2011003572 KSCLS234 CAP
- A/E ACCESS EASEMENT
- D/E DRAINAGE EASEMENT
- SS/E SANITARY SEWER EASEMENT
- U/E UTILITY EASEMENT

MISSOURI GEOGRAPHIC REFERENCE SYSTEM STATION: PL-18-13  
NORTHING= 337780.421(m) EASTING= 837652.428(m)  
(1 meter= 3.28083333 feet) GRID FACTOR= 0.999897343

Point #	Northing	Eastng
1	1083293.55	2770793.97
2	1083071.48	2771718.37
3	1082789.87	2771495.28
4	1082794.34	2771208.09
5	1082645.53	2771090.13
6	1082646.89	2771002.41
7	1082198.06	2770646.80
8	1083053.54	2770676.53



SECTION 13-50-33  
Scale 1" = 2000'



**NOTES:**

Basis of Bearings: NORTH KANSAS CITY DESTINATION DEVELOPMENT - SECOND PLAT.

CLOSURE CALCULATIONS:  
Precision, 1 part in: 991774.734'  
Error distance: 0.004'  
Error direction: S42°07'14"W  
Perimeter: 3597.81'

All bearings and distances shown on this plat are platted and measured unless otherwise noted.

Flood Plain Note: According to the F.E.M.A. Flood Insurance Rate Map Number 29047C0218E and 29047C0214E, both revised August 3, 2015, this tract graphically lies in OTHER AREAS, ZONE X, defined as areas determined to be outside the 0.2% annual chance floodplain.

21-0151

**NORTH KANSAS CITY DESTINATION DEVELOPMENT, FOURTH PLAT**

Prepared For:  
Milhaus Development, LLC  
460 Virginia Avenue  
Indianapolis, IN 46203

Date of Preparation:  
Month, 20xx

**Renaissance  
Infrastructure  
Consulting**

132 Abbie Avenue  
Kansas City, Kansas 66103

913.317.9500  
www.ric-consult.com

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## MEMORANDUM



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**TO:** Honorable Mayor Bryant DeLong & Council Members

**FROM:** Dave Hargis, Fire Chief

**DATE:** November 16, 2021

**RE:** Collective Bargaining Agreement Between the City of North Kansas City and IAFF Local 42, 2021-2024

---

The Collective Bargaining Agreement (CBA) between the City and the International Association of Firefighters (IAFF) Local 42 expired on August 31, 2021. Members of Local 42, members of City staff, and Fire Department Administration have negotiated the terms for a new three (3) year CBA. Both parties have tentatively agreed to all proposed changes to the CBA.

The changes to the CBA include both non-economic and economic changes. Non-economic changes were made to address language clarifications and updated policies and procedures pertaining to internal Fire Department operations.

The economic changes made to the CBA were based on retention and recruitment issues occurring over the last three years. It had become apparent the North Kansas City Fire Department needed to look at increasing pay throughout all ranks to a level that is closer to the area market value. We recognize pay is a significant factor in retention and along with increasing the base pay, changes were needed in overtime and specialty pay. With this knowledge, the included economic changes were agreed to by both the City and IAFF Local 42 members.

It is with the shared optimism of both Staff and the IAFF members this new contract, while not placing us at the top of the market regarding compensation, will allow us to be more competitive and permit us to end the retention and recruitment issues related to pay. The tentatively agreed upon CBA has been reviewed by the City's Labor attorney, Jeff Place of Jackson Lewis P.C. Staff recommends approval of the Collective Bargaining Agreement 2021-2024.

**AN ORDINANCE APPROVING AND ADOPTING THE COLLECTIVE BARGAINING AGREEMENT NEGOTIATED BY AND BETWEEN THE CITY OF NORTH KANSAS CITY, MISSOURI, AND THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 42 REPRESENTING EMPLOYEES IN THE FIRE DEPARTMENT; AND ESTABLISHING THE EFFECTIVE DATE OF SAID AGREEMENT.**

---

**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**, Article I, section 29 of the Missouri Constitution provides “[t]hat employees shall have the right to organize and to bargain collectively through representatives of their own choosing”<sup>1</sup>; and

**WHEREAS**, the City recognizes the International Association of Fire Fighters, AFL-CIO-CLC, Local No. 42 (the “**Union**”) as the exclusive bargaining representative for all firefighting, emergency medical services (“**EMS**”), fire investigation and fire prevention personnel below the rank of Battalion Chief<sup>2</sup>; and

**WHEREAS**, the City established a team (the “**City’s team**”) for the purposes of bargaining as the exclusive agent for the City for collective bargaining; and

**WHEREAS**, the City’s team met with the Union and conferred and discussed wages, benefits, and other terms and conditions of employment in order to reach a mutually satisfactory proposed Collective Bargaining Agreement; and

**WHEREAS**, the City’s team and the Union reached an agreement on the Collective Bargaining Agreement and submit the proposed Collective Bargaining Agreement to the Council of the City of North Kansas City for consideration and approval.

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

**Section 1.** Consideration of Collective Bargaining Agreement. The Collective Bargaining Agreement by and between the City and the Union, attached hereto

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<sup>1</sup> “This right applies to both private-sector and public-sector employees.” *Missouri National Education Ass’n v. Missouri Dept. of Labor & Industrial Relations*, 623 S.W.3d 585, 590 (Mo. 2021), citing *Indep. Nat’l Educ. Ass’n v. Indep. Sch. Dist.*, 223 S.W.3d 131, 133 (Mo. Banc 2007).

<sup>2</sup> Clerical and administrative personnel are excluded from the bargaining unit.

and incorporated herein by reference as Exhibit 1, has been reviewed and considered by the City Council.

**Section 2.** Approval and Authorization of Agreement. The City Council does hereby approve and authorize the City to adopt the Collective Bargaining Agreement (the “**Agreement**”) between the City and the Union, which Agreement shall be in substantially the form of Exhibit 1. The City is hereby authorized to carry out and comply with the terms and conditions set forth in the Agreement. The mayor is hereby authorized to execute the Agreement on behalf of the City.

**Section 3.** Effective Term. Terms and conditions of the Collective Bargaining Agreement shall be effective from January 1, 2022, through and including December 31, 2024, and as may otherwise be provided for in the Collective Bargaining Agreement.

**Section 4.** 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 5.** 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 6.** Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

**Section 7.** 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 16<sup>th</sup> day of November, 2021.

---

Bryant DeLong, *Mayor*

ATTEST:

---

Crystal Doss, *City Clerk*

**APPROVED** this 16<sup>th</sup> day of November, 2021.

---

Bryant DeLong, *Mayor*

APPROVED AS TO FORM:

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Anthony W. Bologna, *City Attorney*

---

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

# **EXHIBIT “1”**

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
CITY OF NORTH KANSAS CITY, MISSOURI  
AND



INTERNATIONAL ASSOCIATION  
OF FIRE FIGHTERS  
LOCAL NO. 42  
2022-2024



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## **PREAMBLE**

Local Union 42 of the International Association of Fire Fighters, AFL-CIO-CLC, herein called the "Union", has developed this Collective Bargaining Agreement with the City of North Kansas City, Missouri, herein called the "City", through the City Administrator<sup>1</sup> and the Fire Chief. By this agreement, the Union and the City agree to comply with the provisions herein, as applicable. The City agrees that the provisions included herein that can be accomplished by administrative action and that are not in conflict with existing City policies, are in effect immediately upon passage of resolution or ordinance.

It is the purpose of this Agreement<sup>2</sup> to serve the needs of the public by achieving and maintaining harmonious relations between the City and its Fire Department personnel, to provide for equitable and peaceful adjustment of differences that may arise, and to establish proper standards of wages, hours worked and other conditions of employment. The City and the Union agree to cooperate together to promote the productive use of manpower and equipment to best secure for the citizens of North Kansas City, Missouri the maximum productivity for their tax dollars.

An attempt has been made to remove all single gender references from this agreement; to the degree any single gender references remain, they are intended to apply equally to both genders.

## **ARTICLE I UNION RECOGNITION and SECURITY**

### **Section 1. Recognition**

The City recognizes the Union as the exclusive bargaining representative for all firefighting, emergency medical service (EMS), fire investigation and fire prevention personnel below the rank of Battalion Chief. Clerical and administrative personnel shall be excluded from the bargaining unit.

The Union understands that the City needs supervisors not represented by members of the bargaining unit, for the purpose of management of the Fire Department so therefore all positions above the rank of Captain are excluded from the bargaining unit.

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<sup>1</sup> Nothing in this Agreement is intended, nor shall it have the effect, of expanding or increasing the authority of the City Administrator. The parties understand and intend that any reference contained herein to the actions or authority of the City Administrator limits such action or authority to that which has been appropriately delegated to the City Administrator by the Mayor and City Council and is always subject to the approval of the Mayor and City Council.

<sup>2</sup> Throughout this Agreement, references to this "Agreement" and/or "Collective Bargaining Agreement" are used interchangeably.

## **Section 2. Union Security**

The City will not discharge or discriminate against the members of Local No. 42 because of membership in the Union or because of lawful Union activities. The Union and its members agree that they will respond at all times to all calls for service in the normal manner and properly maintain all city and fire department assets as assigned.

The City and the Union agree not to discriminate against members because of race, religion, color, ancestry, national origin, sex, disability, marital status, familial status, sexual orientation, or any other characteristic or category protected by law.

## **Section 3. Dues Deduction**

The City shall deduct Union dues from the salaries of those members of Local No. 42 who authorize such in writing (pursuant to the authorization form, attached as Appendix 1). Dues deduction shall be irrevocable for one (1) year or the expiration of this Agreement, whichever occurs first. Revocation of such authorization must be in writing, with a copy to the Union and the City, and shall be in accordance with the procedure set forth in the authorization forms.

B. Dues deducted, as provided for above, will be forwarded to the Secretary-Treasurer of Local No. 42 on a monthly basis. The City agrees to provide this service without charge to the Union. Changes to the dues structure will occur no more than quarterly.

## **Section 4. Officer Election**

The Union shall have the right to elect officers and designate Executive Board members, Shift Stewards, and alternates in accordance with its Constitution and By-Laws. Such persons shall have the right to assist in the administration of this Agreement and meet and communicate with Union members, provided such communications do not unnecessarily interfere with the normal operations of the department.

## **Section 5. Union Bulletin Space**

The Union shall be provided a bulletin board, or access to a posting area at each work site where members of the Union are stationed, for the purpose of communication of Union business and posting written notices of interest to its membership.

## **Section 6. Release From Duty**

A. When official business is necessary relating to the interpretation of the application of this Agreement, or to the meeting or conferring of future resolutions between the Union and the Mayor, City Council, City Administrator, Fire Chief or their designated representative is necessary and an agreed upon time is set, a maximum of two (2) members shall be allowed off- duty for a reasonable period of time, provided that no overtime is needed to accomplish such meetings.

B. As Local No. 42 of the International Association of Fire Fighters is a member of regional, state, and national organizations and is affiliated with the AFL-CIO, its members often need to attend scheduled meetings during duty hours. The City will grant reasonable request by the Union for at least one (1) of the North Kansas City Fire Department's elected representatives to attend such meetings, up to seven (7) times per year.

The Fire Chief and the Union Representative will keep a written log of hours and or shifts used. All requests will be in writing to the Fire Chief. Such absence of a Union member being released from duty shall be granted even if such absence will create overtime.

## **Section 7. Notification of Rules**

The Union shall be provided a copy of any new rule, directive, or procedure that is issued in writing to the appropriate Union representative (normally the Secretary-Treasurer) fifteen (15) days before it becomes effective. The Union shall have the opportunity to discuss any such rule with the Fire Chief and City Administrator as soon as the changes are received. The Union shall have the right to grieve the implementation/s of any changes that are in conflict with the provisions of this collective bargaining agreement at the time they are issued under the provisions of this Agreement. Nothing, however, shall abridge the right of any duly authorized representative of the Union to present views of the Union with respect to matters which affect the welfare of its members.

## **ARTICLE II MANAGEMENT RIGHTS AND NO-STRIKE CLAUSE**

### **Section 1. Management Rights**

A. The City possesses the sole right to operate and manage the Fire Department together with all management rights except to the extent such rights are limited by the express provisions of this Agreement:

- To determine the mission of the Fire Department;
- To direct the work force;
- To hire, assign, or transfer employees as necessary;
- To determine the methods, means and the number of personnel needed to carry out the mission of the department;
- To discipline or discharge for just cause;
- To change existing methods or facilities;
- To introduce new or improved methods or facilities;
- To take whatever actions that may be necessary to carry out the mission of the Fire Department.

B. It is also recognized that the City of North Kansas City Municipal Code gives the Fire Chief the power and the duty to prescribe rules and regulations consistent with the Code and applicable City ordinances. The Fire Chief may delegate any of the authority or responsibility referenced in this Agreement to an authorized representative.

C. The City will not exercise any of its management rights in a manner that would attempt to evade or invalidate any of the express provisions of this Agreement.

## **Section 2. No-Strike Clause**

The Union and its members agree that there will be no strikes, work stoppages, slow downs, refusals to perform work, or job action of any kind or any concerted interference with the City operations or the use of concerted picketing action directed toward City operations during the term of this Agreement.

## **Section 3. Subcontracting**

During the term of this Agreement, the City will not contract out work presently performed exclusively by Bargaining Unit members without advance written notice to the Secretary-Treasurer of the Union where it is practicable to do so; and if it would result in a displacement of employees, with full discussion, if requested, of the impact of such decision on Bargaining Unit employees. While studies may constantly take place, the City, at this time, has no plans for contracting out work that would cause the displacement of Bargaining Unit employees.

#### **Section 4. Part-Time Employees**

The City will not hire part-time personnel to perform EMS or fire suppression duties. Should the City elect to hire part-time personnel to perform fire investigation or prevention duties, such part-time positions shall be included in the bargaining unit and shall not be used to supplant full-time bargaining unit personnel or reduce the number of full-time positions in the bargaining unit.

### **ARTICLE III SENIORITY**

#### **Section 1. Measurement of Seniority**

A. Seniority shall be measured from an employee's date of hire. Time in rank shall be measured from an employee's last date of promotion. For any employee who has not been promoted, seniority and time in rank shall be interchangeable.

B. Unless provided to the contrary in this resolution, seniority shall govern in layoff situations, vacation scheduling, holiday scheduling and overtime without regard to rank. Time in rank shall govern assignments, assignments to apparatus, transfers and overtime when rank is a factor.

C. Seniority may be broken only by:

- Resignation;
- Discharge for just and proper cause;
- Retirement (age or disability)

D. Time in Rank may be broken only by:

- Promotion;
- Demotion for just and proper cause
- Resignation;
- Discharge for just and proper cause;
- Retirement (age or disability)

E. The City shall maintain and post, at each station where Bargaining Unit members work, an up-to-date seniority list showing the names, present job classifications and seniority dates of all individuals in the Bargaining Unit.



## **ARTICLE IV STAFFING**

### **Section 1. Daily Staffing**

A. The number of members assigned to each shift will not fall below the current level, which is eighteen (18). Nothing herein precludes the City from increasing minimum assigned strength above eighteen (18). The number of on-duty members of the bargaining Unit available for emergency response each shift shall not be less than fourteen (14) unless the city is unable to fill vacant positions through normal means as described in Article IX, Section 1. Members outside of the bargaining unit shall not be counted in the minimum staffing totals. The minimum complement of personnel will initially be three (3) captains, three (3) engineers, two (2) fire fighter paramedics and any combination of firefighter/paramedic (including the EMS Lieutenant) and firefighter/EMT, as determined by the City, for a total of 9 additional positions

B. The City and the Union have agreed to a mandatory overtime policy(Article IX), which shall be applied when needed to maintain the agreed minimum staffing level of 14 working bargaining unit members at all times.

C. The Battalion Chief may use out-of-title assignments to fill vacancies of rank as outlined in Article V. Any personnel assigned to the ambulance shall have the appropriate licensing, as required by the State of Missouri.

D. The Battalion Chief shall call in off-duty personnel, as specified in Article IX, to provide for adequate staffing.

E. A member of the Bargaining Unit in an out-of-title assignment not in the bargaining unit (i.e., Captain to Battalion Chief) shall not be counted for the purpose of staffing as related to this article and section of the Agreement.

### **Section 2. NFPA 1710**

The City and the Union hereby jointly recognize the useful guidelines set out in NFPA 1710. There may be a joint committee composed of management representatives and labor representatives. Union representatives shall be selected by the Union. City representatives shall be selected by the City.

The purpose of the committee will be to evaluate the Fire Department's compliance with the recommendations addressed in NFPA 1710 regarding the effectiveness, efficiency, and safety of fire suppression operations, emergency medical service, and special operations delivery in protecting public and Fire Department employees.

Upon completion of the evaluation, the joint committee will present an advisory report on potential improvements to Departmental operations, consistent with NFPA 1710.

### **Section 3. Duty Assignments**

- A. Duty assignments to maintain operational response capability (location and shift) is a management obligation and right. All assignments in the Fire Department are made by the Fire Chief. No member is guaranteed permanent status or assignment. Nothing in this section is intended to relinquish management's ability to assign and move personnel in order to meet administrative, training, and operational needs as determined by Labor/Management.
- B. This section recognizes that, in the absence of administrative, training and operational need determined by the department, management is willing to accommodate a member's preference for duty assignment, based on seniority. Such recognition and accommodation will be determined based on what is best for the organization as a whole and outlined in Article 4, Section 4: Bid Assignments.
- C. Operational and staffing requirements i.e. ALS pumpers, Out of Title, leave coverage, and training requirements, make it virtually impossible to allow every member a permanent bid spot. The only permanent bid spots will be Captains and Fire Apparatus Engineers. EMS/Lieutenants, Firefighter/Medics, and Firefighter/EMT's will be afforded the opportunity to bid positions within the parameters of Article IV, Section 4: Bid Assignments.
- D. Labor/Management Clause:
  - 1. The provisions in Article IV, Section 3 Duty Assignments may be clarified or modified from time to time through Labor/Management program.

### **Section 4. Bid Assignments**

- A. Department rebid: In an event for a department rebid, the process will be in order as follows, bids will be done by seniority order In Rank.
  - 1. Captains
  - 2. Fire Apparatus Engineer
  - 3. Lieutenants, must bid Station 1, can bid any Firefighter/Medic Position
  - 4. FF/Medic/EMT, Must have completed 3 years of service to bid, 4 lowest seniority firefighters on each shift will be floaters regardless of years of service, unless a more senior FF/ Fire Medic chooses to take one of these positions.
- B. Fire Medic Positions on in-service ALS Ambulance

1. A Fire Medic on each shift must bid a spot on each in-service ALS Ambulance. In a situation where a Fire Medic has not bid a spot on each in-service ALS Ambulance, the lowest seniority in rank Fire Medic will be forced to take that bid position.

C. Promotion to Fire Medic or Hiring of new Fire Medic.

1. As new paramedics are hired or current paramedics are promoted, the senior paramedic bid to in-service ALS ambulance may rebid to any position on their own shift in which they have seniority.
2. It is possible that a Firefighter/Fire Medic/EMS Lieutenant may be bumped from their position when a senior Fire Medic/EMS Lieutenant chooses to remove themselves from permanent status on an in-service ALS Ambulance due to promotion or hiring. Should this occur each individual bumped has the opportunity to bump a less senior individual. This will occur until the lowest ranked Firefighter/Fire Medic/EMS Lieutenant is put into the rotation of 4 floaters.

D. Paramedics permanently assigned to the ALS Ambulances

1. Must be assigned on either a Pumper or Ladder Truck for 9 shifts per calendar year.
2. In order to achieve this, Fire Medic/EMS Lieutenants bid to positions on Pumpers or Ladder Truck will have to fill these positions. They will be filled by seniority of Time in Rank of Fire Medic/EMS Lieutenants bid to the Pumpers or Ladder Truck.
3. This will not prevent an individual from filling Out of Title positions they are assigned. If a less senior Fire Medic/EMS Lieutenant is in an Out of Title position the next senior Fire Medic/EMS Lieutenant will fill the position.
4. Management will assign the 9 days throughout the calendar year and record them as such in the scheduling system.
5. Management understands that the 9 days may not be feasible in certain situations throughout a year. I.E. staffing, sickness, time off or any other unforeseen circumstances.

E. Floaters

1. The last 4 remaining Firefighter/Fire Medic/EMS Lieutenants are floaters. Floaters will rotate between all applicable department apparatus.
2. A more senior Firefighter/Fire Medic/EMS Lieutenant can choose to be a floater. If they so choose they will not be allowed to bump another individual but are eligible to bid openings as they occur. If a position is open they may make the decision to take a bid position that is open at any time as long as this does not put the floater number below 4.
3. If more than 4 individuals are in the floater position, i.e. less than 3 complete years of seniority or of their own choosing. They will be rotated between all applicable department apparatus.
4. As floaters become eligible for bid positions they may take a bid position that is open, as long as there are more than 4 floaters at that time. If they are still 4 lowest seniority of bid positions they will stay as a floater until a bid position opens.

## F. Positions

1. 904 Station 2
  - a. Captain
  - b. Fire Apparatus Engineer
  - c. Firefighter/Fire Medic/Floater
  - d. Firefighter/Floater
2. 905 Station 1
  - a. Captain
  - b. Fire Apparatus Engineer
  - c. Firefighter/Fire Medic/EMS Lieutenant/Floater
  - d. Floater
3. 907 Station 1
  - a. Captain
  - b. Fire Apparatus Engineer
  - c. Firefighter/Fire Medic/EMS Lieutenant/Floater
  - d. Floater
4. 906 Station 1
  - a. Fire Medic
  - b. Firefighter/Fire Medic/EMS Lieutenant/Floater
5. 909 Station 1
  - a. Fire Medic
  - b. Firefighter/Fire Medic/EMS Lieutenant/Floater

Floater is a holding position on this list and could include a Firefighter/Fire Medic/EMS Lieutenant.

### F. Labor/Management Clause:

1. The provisions pertaining to Article IV, Section 4 Bid Assignments may be clarified or modified from time to time through the Labor/Management program.

## **Section 5. Vacancies**

Vacancies in firefighting ranks shall be anticipated by the City so that the Fire Department can have a pool of recruits from which such vacancies can be filled as they occur. The City will fill any vacancies in firefighting positions within a reasonable period of time.

**ARTICLE V  
WORKING OUT OF TITLE**

**Section 1. Out of Title Pay**

A. Any member of the Bargaining Unit who is required to temporarily accept the responsibilities and carry out the duties of a position or rank above which he normally holds shall be paid "out-of-title" pay. The rate of out-of-title pay will not be less than an additional 10 percent (10%), over the current salary or wage for each of the following classifications: engineer, captain, and captain working out- of-title as a Battalion Chief. Employees required to perform duties of a position or rank below their normal rank shall be paid at their normal rate of pay.

B. To be eligible to work out of Title an employee must:

1. Be on the current list for promotion to rank to be assigned by position on the list or
2. Have been certified to work Out of Title for the position to be filled within the last 2 years.

C. Order as to which positions will be filled for Out of Title

1. Assigned based on current position on promotion list for position to be assigned. This includes those working Extra Time or Overtime but not those working trade shifts.
2. If no employee is available from the current promotion list, then seniority of those certified to work Out of Title by the training office shall prevail.

Exception: The department may depart from Article 5, Section 1:C to maintain the staffing of Advanced Life Support Ambulances.

D. The Fire Chief or his designate shall have the right to disallow any employee to work out of title for any position if they feel that said employee will not or cannot safely perform the duties of the out-of-title position with reasonable cause. In such cases the Union will be notified as soon as practicable.

E. Labor/Management Clause

The provisions pertaining to Article V Out of Title, may be clarified or modified from time to time through the Labor/Management program.

## **ARTICLE VI HOURS OF WORK**

### **Section 1. Work Schedule**

A. The regular work schedule for fire suppression personnel shall be a twenty-four (24) hour shift on the Berkley System (i.e. on-duty 24hrs, off-duty 24hrs, on-duty 24hrs, off-duty 24hrs, on-duty 24hrs, and then off duty for ninety-six (96) hours) and the regular work period shall be twenty-eight (28) days, with an average of fifty point one five (50.15) hours per week. Any hours actually worked in excess of two hundred and twelve (212), as outlined in the Fair Labor Standards Act, will be paid overtime at the rate of time and one half (1½) the employee's regular hourly rate. Overtime shall be paid for any hours worked outside of regularly scheduled work shifts, except that in the event of a voluntary shift trade under Article VII, the hours shall be credited to the person scheduled to work the shift.

B. The Chief shall have the discretion to schedule personnel covered by this Agreement working an eight (8) hour per day assignment. The normal work week for these employees shall be forty (40) hours.

### **Section 2. Kelly Days**

Each employee will receive one unpaid Kelly Day per twenty-eight-day cycle. Fire Management will schedule Kelly Days for the entire year. After the schedule is set, Fire Management will contact each member of the bargaining unit in order of seniority, and each member will be able to lock in six of his or her scheduled Kelly Days, with no more than one employee locking in a Kelly Day on any calendar day. During the year, Fire Management will have the right to move Kelly Days that were not locked in, when staffing needs justify such moves. Fire Management shall provide at least 24 hours advance notice of any Kelly Day moves, whenever possible.

### **Section 3. Out of Station Meals**

Because firefighting personnel are on call all hours of the shift and cannot be released from duty for a "traditional" lunch hour; the following rules for procuring food shall apply:

Each shift may go to a food vendor or grocery store within the city limits, when available, to purchase items necessary for meals for any member of that shift. Employees will remain in radio contact at all times and be prepared to respond to an emergency as required. The Battalion Chief may vary the times of these errands to ensure the proper functioning of the shift.

## **Section 4. Training and Inspections**

A. Training and inspections are a regular and normal part of the duties of employees in the bargaining unit. However, firefighting units will not be required to engage in certain activities under the conditions set forth below:

1. Firefighting units shall not be required to make routine fire hydrant inspections or engage in training activities where such inspections or training will require them to get wet when the outside temperature is below 40 degrees F. or above 90 degrees F.
2. Outside training activities will not be required of firefighting units during periods of measurable precipitation at the training site or when the temperature is below 40 degrees F. or above 90 degrees F.
3. Routine inspections will be deferred during periods of the day when the temperature is above 90 degrees F. or below 40 degrees F. if it is reasonably possible and does not interfere with the mission of the department.

B. The above temperature limitations may be suspended by the Fire Chief when temperatures above or below the designated limits continue for an unusually long period of time or when the mission of the Fire Department would be impaired by a continued suspension of training or inspection activity. The temperatures mentioned above are official National Weather Service outside temperatures recorded at the Kansas City Downtown Airport.

## **ARTICLE VII SHIFT TRADE**

### **Section 1. Shift Trade Procedure**

A. Employees shall have the right to trade up to 15 shifts or 360 hours per year provided, however:

- The Battalion Chief or his representative is notified and approves of such exchange prior to the beginning of the shift;
- Persons trading shifts must be of the same position or rank, or on the promotional list for the position to be traded into;
- All trades shall be submitted and approved through the staffing system;
- Said parties shall then be responsible to fill the shift as if it were their normal shift;

-Under no circumstances will pay be permissible in lieu of shift trade.

-The Chief may authorize additional trades, beyond the limits set out above, at his or her discretion, for good cause.

B. In the event that a member trading shifts fails to report for a scheduled shift, the regularly scheduled member shall be placed on paid leave status. The member who had agreed to cover the shift shall have the day charged against the appropriate form of leave.

C. The Fire Chief may suspend the trading member from trading shifts for up to six months for not reporting on the designated shift if a suitable reason is not provided.

D. Any members of the Bargaining unit that are trading time will fill the regularly assigned position of the person they are trading with. Out of Title will be used only if not using the person present and Qualified to fill Out of Title will create an Overtime or Force situation.

## **ARTICLE VIII WAGES**

### **Section 1. Regular Wages**

Upon ratification and adoption by the City Council of this Agreement, the pay levels for each position in the bargaining unit shall be the levels listed in Appendix 2, attached hereto. Individual employees will be slotted into the merit step system at the steps reflected in Appendix 3, attached hereto. Pay raises shall be effective on January 1, 2022, and on each January 1 occurring thereafter, during the life of this Agreement.

### **Section 2. Call Back Wage**

Any member who is called back to work after leaving their regular shift shall be compensated for the minimum of two (2) hours of work at the rate of time and one-half regardless of the number of hours worked during that workweek.

### **Section 3. Merit-Based Compensation Program**

Pay raises for all members of the Bargaining Unit during the term of this Labor Agreement shall be determined based on the employee's current performance rating and the pay grid set out in Appendix 2. Those employees receiving a "meets" or "exceeds" expectations overall rating on their performance evaluation for the fiscal year ending September 30 of each year shall receive an



increase to the next level of the pay grid. Increases will take effect for the pay period that includes January 1 of the next calendar year.

#### **Section 4. New Hires**

New hires shall ordinarily commence at the probationary rate on the pay grid for the classification into which they are being hired. In the event new hire candidates bring valuable experience or training to the job, the City shall have the option to provide a one-time lump-sum incentive payment to such candidates. Any incentive payment must be paid to the new hire no later than two weeks after the employee completes his or her probation. In the event the City elects to award a lump-sum incentive payment to any new hire, the City will inform the Union of the decision, and upon request will meet with the Union to explain its reasons for awarding the incentive payment. The City retains, at its sole option, the right to start a new hire for the Fire Inspector position anywhere within the Fire Inspector pay grid.

New hires shall receive a pay raise half-way to the Step 1 rate (or the next applicable step if they were hired in above the probationary rate) upon successful completion of their probationary period, and shall move to the full Step 1 rate (or next applicable step) on the next January 1 occurring thereafter, provided they have received a “meets” or “exceeds” performance evaluation rating for the fiscal year ending September 30.

#### **Section 5. Paramedic License Incentive**

Firefighter/Engineers and Captains who maintain a current paramedic license will receive an additional \$0.75 per hour, added to their base pay rate. Any employee receiving this premium who allows his or her paramedic license to lapse shall cease to receive this incentive pay.

#### **Section 6. Specialist Pay**

Employees who achieve certification, in agreed upon by labor/management, as certification that is vital to the running of the department will receive 5% of their regular hourly rate per hour for every year this contract is in effect. Those that are in this pay will be expected to do the following:

1. Must report to the management member in charge of their area on a regular basis.
2. Must attend quarterly meetings.
3. Management member who is responsible for their expertise will be involved in individual’s review every year. Member must “meet” or “exceed” to continue to receive the 5%.
4. Members may only receive specialist incentive pay once at any given time regardless if they have multiple specialist certifications.

## **Section 7. Promotions**

Employees who are promoted will move to the lowest pay level of the new position that results in a pay increase of at least 5%.

## **Section 8. Paramedic Students**

After completion of one year of Paramedic school, member shall move to the FF Medic Student step that corresponds with their current FF/EMT step (if such member is still a probationary employee the rate would start upon their becoming a regular employee and entering step 1). The student shall remain in the FF Medic student steps corresponding with where they would be as a FF/EMT as long as they are successfully participating in Paramedic classes and associated clinical hours. The Student shall remain in the FF Medic Student steps until one month following completion of classroom and/or clinical hours (ready to test) or obtaining a Missouri EMT-P license. Upon obtaining EMT-P license they will be moved to the nearest FF Medic step that would provide a minimum 5% increase from their corresponding FF/EMT step. If member fails to gain licensure through initial program and requires refresher for retesting, the student will not be eligible for FF Medic student pay rate.

## **ARTICLE IX OVERTIME / EXTRA WORK ASSIGNMENTS**

### **Section 1. Overtime Determination**

A. When daily staffing has fallen below minimum levels, extra time shall be filled by using the steps outlined below with qualified personnel. At each level of the Call-In procedure, positions will be filled by seniority of the people that respond, by using the steps outlined below

1. The person(s) scheduled for an unlocked Kelly Day on the day the extra work opportunity is available will be offered the opportunity first.
2. The person(s) scheduled for a locked Kelly Day on the day the extra work opportunity is available will be offered the opportunity next.
3. The senior shift employee scheduled for vacation, accumulated holiday or longevity will be offered the next opportunity; and
4. The next senior shift employee scheduled for vacation, accumulated holiday, or longevity will be offered the next opportunity.

B. If additional staffing to meet minimum requirements is known to be needed more than 48 hours in advance, it shall be obtained as follows:

1. Via the staffing system a mass text message will be sent out to all members for a period of not less than 24 hrs. The selection of person shall be made in accordance with the current overtime call-in procedure.
2. No bargaining unit member will be forced to work “mandatory” overtime more than 48 hours in advance, nor shall any bargaining unit member be assigned “mandatory” overtime until at least twenty minutes after a second mass text notification is sent to the entire unit, and no qualified member responds to fill the shift.

C. If additional staffing to meet minimum requirements is known to be needed less than forty-eight hours in advance but more than 12, the following procedure will be followed to fill the vacant position:

The extra work opportunity will be sent out by mass text notification. The selection of person shall be made in accordance with the current overtime call-in procedure. Such selection will be made one hour after the notification being sent.

D. If additional staffing to meet minimum requirements is known to be needed less 12 hours in advance, the following procedure will be followed to fill the vacant position:

The extra work opportunity will be sent out by mass text notification. The selection of person shall be made in accordance with the current overtime call-in procedure. Such selection will be made twenty minutes after the notification being sent.

E. Mandatory and Mid-Shift Overtime:

If the above efforts fail to obtain a person to fill the needed open minimum manning position on a voluntary basis, the following procedure will be followed to fill the vacant position on a mandatory basis:

1. **Mandatory On-Call Week.** Each fire suppression employee shall be required to serve an on-call mandatory week three times per year. A minimum of three (3) persons shall be on call during each week. Once every third (3rd) year a person may be required to be on call up to four (4) times per year.

During Mandatory On-Call Weeks, employees:

- a. Must be available for mandatory overtime on non-scheduled days during the employees’ mandatory weeks.

- b. Must, report to duty within two (2) hours of notice to report.
  - c. Will include at least one (1) person from each shift. This may not be applicable due to transfers, leaving employment or other circumstances.
  - d. Will not be subject to mandatory call in more than once per designated week..
  - e. On-Call Overtime will be filled by seniority of those Qualified to fill the position that are on the On-Call list. The Highest seniority individual will decide first if they want to work, the second Seniority individual will decide if they want to work. Lowest Seniority qualified individual will not have the right to defer if it gets to them. After working On-Call overtime, that individual will be taken off the On-Call list and next time On-Call overtime is needed the cycle will start over.
  - f. If the three (3) people on call are notified to report in the same week, any additional mandatory openings will be filled by drafting from an established list of qualified personnel, based on seniority, and position of need, from the Force List defined in Article IX, Section F Force List.
3. Mandatory On-Call and Force overtime will be paid at time and one half, regardless of FLSA hours worked; except if called in for mandatory overtime on a City-observed Holiday or special event, employees shall be paid at double time, regardless of FLSA hours worked.
  4. Time worked for mandatory call in shall begin when the employee arrives at their assigned duty station or the station to which they are assigned to work.
  5. Employees on call would still be eligible for voluntary extra time through the normal callback procedure, but the acceptance of such would not count toward their mandatory day.
  6. Compensation for annual on call time would be in the form of 4 hours of Overtime pay for each employee, for each week they were on-call. The total hours for each employee will be compensated in the first paycheck of December for each year of this contract.
  7. When mandatory extra work needs still persist at the end of the shift after the above steps have been followed, and no off-duty member is reached in time to fill the assignment, the least senior on-duty member of the off-going shift may be required to work the assignment.

Exception: Paramedic Students while in training at school or clinicals will be skipped for all mandatory overtime or force time whether on-call or not, when it is their last recourse on the day of mandatory or holdover overtime that they will be able to attend class or clinicals.

**F. Force List**

Force List: Will be used when all other staffing processes have been exhausted. The list, for the position to be filled, will start via reverse seniority of those assigned to the Rank needed from the off-going shift. Then it will go in reverse seniority of those that are Qualified for the Rank needed from the off-going shift. Once that person has been drafted that name will be scratched and the next drafting will restart in same order. The list will reset on January 1<sup>st</sup> of each year of this Agreement. In the event the person being forced cannot work for some reason and a senior Qualified member elect to take their place, the senior Qualified member will be scratched from the list and the person passed over will remain. However if no senior Qualified member volunteers, the person on force list will be required to work.

G. The above refers to regular shift minimum requirements and does not include special assignments or duties. Extra work opportunities for these special assignments and/or duties will be determined by the Fire Chief or his designee. These assignments will be awarded by seniority - among those members qualified for the assignment who are willing to accept it. Special Events Overtime will be compensated at a rate of 2X or double the regular hourly rate. Exception: Special events requiring extra assignments above the minimum will be filled the same as outlined in Article IX, and will be required to be filled.

**Section 2. Holdover**

A. An employee going off duty may be required to hold over for the purpose of detailing a replacement or obtaining a replacement through the overtime hiring process. The holdover person will be compensated at the rate of time-and-one-half for the amount of time worked, except on City-observed Holidays, when he or she shall be compensated at the rate of double time for all holdover hours worked, regardless of FLSA hours worked. Exception: Paramedics in school or individuals attending prearranged and approved training will be skipped over if it is determined they need to attend class or clinicals.

B. In no case shall any person leave his or her assigned position until properly relieved by a qualified replacement.

### **Section 3. Other Extra Work Considerations**

A. If extra work is required due to an illness, injury, or emergency after the regular shift has started, the Battalion Chief may fill this vacancy in the best and most expedient way necessary. The Battalion Chief will exercise his or her best judgment in these decisions.

B. The Fire Department shall keep a form documenting the Battalion Chief's or his or her designee's attempts to contact employees for each extra work opportunity.

### **Section 4. Meetings During Off-Duty Time**

Employees attending meetings outside their regular work schedule shall be compensated at the rate of time-and-one-half for all time in actual attendance at such meetings, with a minimum of two hours for any single off-duty call-in. This shall include all labor-management and committee meetings. If a member cannot attend a mandatory off-duty meeting, he or she must notify the facilitator in advance, with a reasonable and legitimate explanation for his or her absence, in which case the absence shall be excused.

### **Section 5. Labor/Management clause:**

The provisions pertaining to Article IX Overtime/Extra Work Assignments, may be clarified, or modified from time to time through the Labor/Management program.

## **ARTICLE X DISCIPLINE and DISCHARGE**

### **Section 1. Right to Representation**

A. Any time a Bargaining Unit member is called before an officer or supervisor outside the Bargaining Unit for the purpose of considering disciplinary action or any action of the Progressive Discipline System that may lead to a disciplinary action, the member shall have the right to be represented by the Union, and shall be notified of that right, and given adequate time to obtain such representation. The employee cannot delay the investigatory interview by insisting on any particular Union representative.

B. The right to Union representation, as referred above includes occasions when members are confronted by persons outside the Bargaining Unit for any reason that may lead to disciplinary

action i.e., an investigatory interview/ hearing, a formal discussion regarding job performance, behavior, conduct and /or proceedings in which discipline is discussed or administered.

C. Three (3) Union representatives and three (3) representatives from Management will be the normal limits allowed for the purpose of considering grievances and discipline. If the parties agree, this number may be altered to include more or less.

D. The City shall not discharge or discipline any employee without just and proper cause. The Fire Chief or his or her designee shall hold an informal predetermination hearing before imposing any disciplinary termination, disciplinary suspension, or disciplinary demotion. An individual may be suspended with pay pending such a predetermination hearing.

Employees shall cooperate with the employer in all matters of mutual interest, but no employee to whom this agreement is applicable shall be called before a member of management or a supervisor in connection with the investigation of a matter which may involve his or her discharge, suspension, or other discipline unless so called within twenty (20) calendar days after notice of the alleged offense has come to the attention of management, except where circumstances make it impractical to take action.

Once the Employer notifies an employee of an alleged rule or policy violation it becomes incumbent upon the Employer to take any contemplated disciplinary action within twenty (20) calendar days of the notice, except where circumstances make it impractical to take action. If no such action is forthcoming within the aforementioned twenty (20) calendar days, then the incident will be considered dropped by the employer.

All matters concerning the discharge or discipline of bargaining unit personnel will be subject to the grievance procedures as set forth within this Collective Bargaining Agreement.

## **Section 2. Non-Disciplinary Counseling**

Informal discussion between an employee and supervisor or department director, usually concerning expected employee behavior, conformity to City policies, or job performance shall be considered non-disciplinary counseling. No record of non-disciplinary counseling shall be maintained in the City's personnel files on any employee, and no informal counseling discussion shall be referred to in any disciplinary matter, except to establish that management informed an employee of performance expectations or work directives.

## **Section 3. Progressive Discipline**

Outlined below is the standard progressive discipline system to be followed by the City.

A. **Verbal Reprimand:** A formal verbal reprimand of an employee by a supervisor or the department director for specific infraction(s) of a fire department or city policy for unacceptable employee behavior or unacceptable job performance. Verbal reprimands shall be documented in writing, be initialed by the employee and placed in the employee's personnel file. The employee will be given a signed copy. The employee may place a written rebuttal in the personnel file attached to the reprimand.

B. **Written Reprimand:** A formal reprimand of an employee by the supervisor or department director for a specific infraction(s) of fire department or city policy, unacceptable personal conduct, or unacceptable job performance documented in writing. All written reprimands shall be initialed by the employee to document receipt and placed in the employee's personnel file and the employee will be given a signed copy. The employee may place a written rebuttal in the personnel file attached to the reprimand.

C. **Suspension With Pay:** Suspension with pay is an ordered absence from duty while on full pay status and with all benefits in effect for a specific period of time during an investigative process for an alleged or actual specific infraction(s) of fire department or City policy, unacceptable job performance, or unacceptable personal conduct.

D. **Suspension Without Pay:** The ordered absence from duty without pay for a specific period for infraction(s) of fire department or City policy, unacceptable personal conduct or unacceptable job performance. A signed letter of cause will be given to the employee as soon as possible, but in no case later than the beginning of the regular workday on which the suspension is scheduled to begin. The letter shall state the reason for the suspension and its duration. A copy shall be made a permanent part of the employee's personnel file and a copy will be forwarded to the City Administrator. An employee suspended without pay may not use previously accrued vacation in lieu of suspension days.

E. **Involuntary Demotion:** Reassignment from the employee's current position to one of a lesser starting pay and lower responsibility level for a specific infraction(s) of fire department or City policy, and or unacceptable personal conduct, or unacceptable job performance. This may occur when the employee has demonstrated an inability to perform the job duties and responsibility of his position. A letter of cause will be given to the employee at least ten (10) days prior to the effective date stating the reason for the demotion and the effective date. The letter of the cause will be made a permanent part of the employee's personnel file with a copy forwarded to the City Administrator.

F. **Dismissal:** The release of an employee from City service for one or more specific infraction(s) of fire department or City policy, unacceptable personal conduct, or unacceptable job performance. A letter of dismissal shall be provided to the employee as a formal notice no less than ten (10) working days prior to the effective date, stating the reason for dismissal.

In circumstances where management determines that the employee's continuing presence in the workplace would be disruptive to Departmental operations, would be unsafe, or would otherwise be inappropriate, the City may place the employee on unpaid administrative leave pending the effective date of the discharge. If the City decides, after discussion with the Union, not to



implement the discharge, the period of administrative leave may be converted to an unpaid suspension or to paid administrative leave time, depending upon the facts and circumstances surrounding the matter.

## **ARTICLE XI GRIEVANCE PROCEDURE**

### **Section 1. Member Grievance Process**

A. The following procedure is established for the prompt resolution of grievances or disputes that may arise out of the interpretation or application of this Agreement. By mutual agreement, the parties may extend any time deadline established in this Article. Absent such agreement, if the Fire Department management or the City fails to issue a timely response to a grievance as provided for in this Article, the Union may immediately advance such grievance to the next step.

B. Any employee covered by this Agreement who believes he has a grievance arising out of the interpretation or application of this Agreement and/or the Union may initiate and process such grievances, as set forth below. For purposes of this article, "Days" means a working day of Monday thru Friday 8:00AM to 5:00PM, excluding City recognized holidays.

**Step 1.** The employee and /or the Union may address orally or in writing with the immediate supervisor outside the Bargaining Unit, or at the first step above the supervisory level at which the grievance arises, within ten (10) working days after the employee knew, or reasonably should have known, of the facts giving rise to the grievance. The parties desire to resolve as many grievances as possible at this first step, but in any event, the supervisor shall give the employee an answer within ten (10) working days after the grievance has been presented to him/her.

**Step 2.** If the matter is not satisfactorily resolved in Step 1, the Union may take the matter to the Fire Chief, or his designated representative, by submitting a copy of the original grievance and the answer to the Fire Chief within ten (10) working days after receipt of the answer in Step 1. Either the Union or the Fire Chief may request a meeting to discuss the grievance. This meeting shall be held within ten (10) working days of submission of the grievance at this step. The Fire Chief will give the Union a written answer within ten (10) working days of the meeting, or within ten (10) working days of the submission if no meeting is requested.

**Step 3.** If the Union is not satisfied with the answer received in the proceeding step, it may submit the grievance to the City Administrator or the City Administrators' designee, within ten (10) working days. The City Administrator will give the Union a written answer within ten (10) working days of receipt of the grievance. During this period a meeting between the City Administrator and the Union shall be held if requested by either party.

C. Failure of the grievant and /or the Union to meet the above-stated time limits shall result in denial of the grievance. Failure of the employer to issue a decision within the prescribed time

limits shall result in the grievance being automatically advanced to the next step. Nothing herein, however, shall prevent the parties, by mutual written agreement from extending any of the specific time frames.

## **Section 2. Union Grievances**

The Union may directly initiate a grievance involving the prospective interpretation or application of this Agreement or matters beyond the jurisdiction of any one supervisor at the supervisory level at which the action giving rise to the grievance was taken or at one level above such supervisory level in writing, with the original to the Fire Chief and a copy to the City Administrator, within the time periods set forth above. Such grievances may be processed through the Steps as set forth above.

## **Section 3. Grievances Arising from Disciplinary Action**

A. Grievances arising out of discharges, demotions or suspensions may be filed by the aggrieved member and the Union at Step 2, with the Fire Chief, within ten (10) working days after the action giving rise to the grievance was known or should have been reasonably known. For all practicable purposes this will occur after a decision following a predetermination hearing has been issued by the Fire Chief. The Fire Chief shall hear the grievance as soon as practicable and shall issue a decision within ten (10) working days of the hearing.

B. If the grievance is not mutually resolved at Step 2, the Union may within ten (10) working days of the Fire Chief's decision advance the grievance to Step 3 of grievance procedure with the City Administrator or his/her designee. The City Administrator shall hear the grievance as soon as practicable and shall issue a decision, within ten (10) working days of the hearing.

C. If the grievance is not mutually resolved at Step 3, the Union may, within ten days of the City Administrator's decision, file a written appeal with the City Clerk to have the matter heard by the North Kansas City Police and Fire Personnel Board. The parties agree that the appeal to the Personnel Board is a contested hearing on the record pursuant to Missouri's Administrative Procedures Act. The parties further agree that at all steps of the disciplinary process and appeal, the employer bears the burden of proof.

D. Failure of the grievant and /or the Union to meet the above-stated time limits shall result in denial of the grievance. Failure of the employer to issue a decision within the prescribed time limits shall result in the grievance being automatically advanced to the next step. Nothing herein, however, shall prevent the parties, by mutual agreement from extending or shortening any of the specific time frames.

## **Section 4. Disciplinary Grievances of Newly Hired Employees**

Newly hired employees who are disciplined or discharged during their initial probationary period shall have the right to appeal such discipline or discharge through the grievance procedure, but shall not have the ability to arbitrate such grievances.

## **Section 5. Final Resolution**

A. Grievances may be settled at any of the Steps of the grievance procedure and if the settlement is reduced to writing and signed by the representatives of the Union and the City such resolution shall be final to the grievance.

B. If the grievance is not resolved by the steps provided above, the Grievant and/or the Union may elect to present the matter to advisory arbitration under this labor agreement, or to binding arbitration under this labor agreement when agreed upon by the City, or to the Police and Fire Personnel Board. Selection of any of these options will preclude pursuing any of the other options.

C. The following alternative procedures will be available:

1. The matter shall be submitted to advisory arbitration at the request of either the City or the Union. In the event of such arbitration, the arbitrator shall be instructed that each party shall bear its own cost but that the arbitrator's fee shall be assessed to the party receiving the lesser award. In the event that the parties cannot agree upon an arbitrator, the arbitrator shall be selected from a panel submitted by the Federal Mediation and Conciliation Service with the party requesting arbitration striking the first name from the list, and then the next party in succession until a final name is reached. To the extent that such arbitration involves an issue of discipline or discharge imposed upon a bargaining Unit employee after their initial probationary period, the parties agree to abide by the advisory decision of the arbitrator.

2. The City and the Union may agree to submit the matter to binding arbitration. In such event, the agreement to arbitrate shall specify the issues to be submitted, the names of the arbitrator or the procedure for selecting an arbitrator, and any necessary procedural details.

D. In the event that arbitration is not requested within ten (10) working days of the City Administrator's decision, the matter shall be considered dropped.

E. The parties may agree in writing to any other recognized form of dispute resolution, including the scheduling of meetings involving the same or different individuals or use of third parties.

F. In the event that the dispute is not resolved, the Union and the City shall retain all rights that it may now have, or may acquire in the future, to obtain a judicial determination of the issue in any court of competent jurisdiction. This article of the Agreement is not limited to, and does not

subtract from or add to any legal rights or obligations that any party to this Agreement may have or may acquire.

## **ARTICLE XII PROMOTIONS AND TRANSFERS**

### **Section 1. Basis of Promotions**

The promotion of employees within the jurisdiction of the Bargaining Unit shall be based on this Agreement and shall have no effect upon promotions or hiring for positions outside the Bargaining Unit. All promotions for positions within the bargaining unit shall be made based on merit, efficiency, and fitness as ascertained by competitive examination among bargaining unit personnel. Examinations shall be conducted fairly, and final scores shall be the sole determination for promotion.

### **Section 2. Testing for Promotion**

A. Promotional testing shall be a process developed through the Chief of Training and the Training Committee, subject to the direction and approval of the Fire Chief. Such process shall contain the following:

1. Captains Promotional Testing and EMS Lieutenant Selection:

- a. The promotional process for captain will consist of an assessment center. The assessment center will be used to evaluate appropriate knowledge, skills and abilities that are required for the rank of Captain. The assessment center components will be developed by the Chief of Training and the Training Committee (this may include agreement to purchase an assessment center from a third party-). The assessment center will generally contain, the following components: written exam, oral interview, emergency scenario, training presentation and public interaction. Other relevant components may be added, so long as the Union is provided a minimum of thirty (30) days' notice in advance of the publication of the assessment center criteria.

A similar process will be used for the selection of EMS Lieutenants.

2. Engineer:

- a. The promotional process for engineer will use methods and instruments to evaluate the knowledge, skills and abilities that are required for the rank of

Engineer. The methods and instruments for evaluation will be developed by the Chief of Training and the Training Committee. The methods and instruments will generally consist of: apparatus operation evaluation, pumping scenario, written test, and an oral interview. Other relevant components may be added, so long as the Union is provided a minimum of thirty (30) days' notice in advance of the publication of the assessment center criteria.

B. When a test for promotion is to be given, a notice of such intent shall be posted no later than sixty (60) days prior to the beginning of any part of the promotional process. The written notice will be developed by the Chief of Training and the Training Committee.

C. The written notice shall include:

1. Job description and requirements for eligibility for promotion to the position.
2. A list of all employees, with years of seniority who are eligible for promotion.
3. The date of each part of the test, how each part will be scored, how each part will be mathematically combined for the final score. Credit on scores will be awarded for seniority, in the same manner as was utilized in the most recent testing process prior to execution of this Agreement.
4. A list of appropriate references, study material and text from which exam questions will be taken.

D. Such written notice shall be conspicuously posted at each station where employees are assigned.

E. The Union shall have the right to have a representative (not including parties testing or evaluating) present at any promotional test, which shall confirm the presentation, grading of the exam and the mathematical computations of the final score.

F. Procedure for Appeals of Examination Process. The final examination results will be withheld from all applicants for a minimum of 120 hours (5 working days, Monday through Friday) following the completion of the final examination process. During this time, individual applicants who are dissatisfied with the conduct of or content of the examination may appeal in writing, clearly stating their complaint(s), and the remedy sought, to the Chief of Training. Upon receipt of such appeal, disclosure of all examination results will be withheld until such time as the appeal is resolved. No appeals may be made after results have been released.

G. After the completion of all parts of the promotional process, the list of eligible candidates in order of rank shall be posted at all stations where employees are assigned. An employee taking a promotional test shall have the right to be counseled by the Fire Chief, or his designee, as to any errors found within the test.

### **Section 3. Probationary Periods**

An employee who receives a promotion to a higher rank shall serve a probationary period of six

(6) months in such higher rank.

The probationary period for newly hired employees shall be twelve (12) months.

Upon determining that there is a reasonable basis to do so, the Fire Chief has the discretion to extend the above Probationary Periods for an additional three (3) months.

#### **Section 4. Transfer Procedures**

A. In the event of a job opening due to promotion, transfer, demotion, retirement, or other cause, which creates a vacancy, the vacancy shall be filled by lateral transfer. Such lateral transfer shall be made in accordance with the following provisions:

1. All positions to be filled by lateral transfer shall be announced by bulletin, which shall be distributed via email or text message at least (1) week prior to the filling of the position. Employees desiring consideration for such positions may notify the Department by submitting a written request at any time during this one (1) week period. Any open position may be filled prior to the close of the one-week period if all employees eligible for the position have responded to the notification regarding the opening.
2. In the event more than one equally qualified employee submits a written request to the employer for the position, the requesting employee with the greatest seniority shall fill the position.
3. In the event that no request is made for the posted position, the Fire Chief has the right to offer the position to any employee.
4. Any opening created by the successful bidder moving to fill the first open position described above shall be filled in like manner, via posting and bidding as set out above. Any subsequent openings created by this process shall be filled by the Fire Chief and shall not be subject to this section.

#### **Section 5. Denial of Transfer**

If the Fire Chief feels that such a transfer will interfere with the proper functioning of the department, he may deny the request. However, the affected employee may request a written explanation of the reasons for such denial. If the employee does not feel that the denial is justified, he may grieve such under Article XI.

#### **Section 6. Administrative Transfer**

In matters of transfers, no employee with Time in Rank shall be administratively transferred without valid reason(s). In the event the employee is to be administratively transferred, the employee shall be given a written statement of the reason(s) for the transfer at least five (5) working days prior to the transfer. If the employee feels the reason(s) given are not justified, he may grieve the matter as set forth in Article XI. Temporary shift assignment or reassignment may occur to satisfy department staffing needs. Such circumstances include but are not limited to training, staffing, shift balancing, probation, mentoring, discipline, long-term industrial or personal injury, death, retirement, promotions, vacancies, etc. When such circumstances arise, only those affected members shall be temporarily reassigned at the discretion of the Fire Chief. When desired, affected parties may be reassigned to their original location upon completions of the temporary assignment.

### **Section 7. Mutual Transfer**

Members of the same rank and qualification may mutually agree to trade shifts and assignments. All transfers are subject to approval of the Fire Chief, but cannot be unreasonably denied. Members who take a mutual transfer must each remain in the transferred positions for one full year for the transfers to remain valid; otherwise, they shall automatically revert to their previous positions.

## **ARTICLE XIII LEAVE OF ABSENCE**

### **Section 1. General**

A. Benefits. Unless otherwise specifically stated, employees granted a leave of absence with pay will be credited all normal benefits during that period. Employees on leave of absence without pay (including discretionary leave) in excess of ten working days will accrue no benefits during that period (unless otherwise required by law, such as continuation of health insurance during FMLA leave at the active employee rate), although participation in group health, dental, or life insurance programs may be continued at the employee's expense. For the purpose of this paragraph, a leave with pay means that the City is directly providing a salary to the employee. A leave with pay does not include any period of absence in which the employee is receiving compensation or weekly benefits required by law or from an insurance carrier (such as Worker's Compensation benefits).

B. Request in Writing. Request for leave shall be in writing using a Request for Leave Form and must be forwarded to the Battalion Chief or immediate supervisor prior to the anticipated start of the leave period. Except where otherwise specified, the Battalion Chief or supervisor shall review the request and make a recommendation to the Fire Chief, who in turn shall approve or disapprove the requested leave.

If approved for leave other than sick leave or vacation leave, appropriate forms shall be sent to the Human Resources Manager for proper recording. The Fire Chief may adopt special departmental rules where circumstances dictate as approved by the City Administrator.

C. Emergency Leave. Should the request for leave be of an emergency nature and received by the Battalion Chief during non-working hours, the Battalion Chief shall complete the proper form on behalf of the employee and seek the Fire Chief's action the next normal working day. Battalion Chiefs should use their own initiative concerning contacting the Fire Chief at home dealing with emergency requests for leaves of absence.

## **Section 2. Court Appearances**

A. Jury Duty. Upon receipt of an order to report for jury duty, the order will be shown to the immediate supervisor. The Fire Chief shall then grant approval for leave of absence. The jury leave will be with pay for regular full-time employees who have successfully completed the initial introductory period.

B. Testifying in Official Capacity. Employees who are required to make a court appearance in an official City capacity as an ordinary witness either because of their professional or observed knowledge, shall be considered on duty for all purposes. If the court requires non-exempt employees to appear on a non-duty day, they shall be paid at a rate of time and one half (1 1/2) for the time spent in court.

C. Testifying in Non-Official Capacity. If an employee agrees, is subpoenaed, and is qualified to testify as an expert witness in a capacity other than his/her official City capacity, any time off will be an unpaid leave, unless the employee elects to use accrued vacation or personal days.

If an employee is involved in a court case as a non-party, non-expert witness (but not in an official City capacity) and is subpoenaed to testify, the City will allow a leave of absence and will decide on a case-by-case basis whether the leave should be with or without pay. If an employee is involved in a court case as a party, the City will allow a leave of absence without pay. The employee may elect to have such time charged to accrued vacation time or personal time off if available.

## **Section 3. Disability Leave and Injuries on the Job**

An employee who becomes injured while performing approved, job-related services for the City may be entitled to Workers Compensation Benefits pursuant to applicable State law.

A. Reporting Injuries and Medical Procedures



Regardless of the nature or severity, employees shall immediately report all injuries sustained on the job to their immediate supervisor. First aid shall be provided and, if appropriate, the injured employee shall be taken to the City's designated medical provider or, in the case of an emergency situation, to the nearest medical facility. The supervisor shall immediately inform the Fire Chief, a Report of Injury form shall be prepared and filed with the Human Resources Manager within twenty-four (24) hours of the injury. Injury reports shall be made a permanent part of the employee's medical records and the City's records.

Any employee who seeks medical treatment without pre-approval or without a City approved referral will be responsible for payment of all associated cost.

#### B. Disability Schedule

State Worker Compensation Law will be used to determine what qualifies for an on-the-job or work-related injury. Weekly benefits and medical benefits will be paid in accordance with State of Missouri Worker's Compensation Laws.

At the end of one hundred and eighty (180) calendar days, if the employee claims that they are unable to return to work (with or without restrictions), the employee may be required to undergo an examination to determine the extent of the injury, whether there are temporary or permanent restrictions and whether the employee will be able to return to work in the identifiable future. A three-member Physical Board of Review shall conduct the examination as follows: one physician selected by the City; one physician selected by the employee and a third physician agreed to by both the City and the employee. Should the finding be that the employee is unable to return to work, the employee may be entitled to those benefits provided by the Police and Fire Pension system.

#### C. Workers Compensation Pay

To the extent that state workers compensation benefits are not payable for any required waiting period, the City will pay an employee his/her normal compensation during such waiting period. In addition, during the time the employee is on workers compensation status, the City will continue to pay the employee his/her normal pay, which will include all amounts equal to the amount to which the employee is entitled as weekly benefits under workers compensation law and a supplemental amount to bring the total amount paid up to 100% of the employee's base pay; however, the employee will be required to relinquish to the City any and all workers compensation monies. Employees on workers compensation status are subject to periodic review by the City Administrator.

#### D. Outside Work

Employees who are on worker's compensation status may not perform work outside the City and/or in a self-employment capacity if the performance of such work would be inconsistent with the employee's reported health status. Employees on workers' compensation status may not engage in any activity at any time that would place the employee in violation of medical or work restrictions.

#### E. Return to Work

In all workers' compensation cases, an employee shall not be permitted to return to work unless they have presented a document from the City designated health care provider stating that they are fit and able to perform all essential functions of the job as described in the position job description. This document shall be made a permanent part of the employee's medical records. At the City's expense, it may elect to have an employee examined by another physician if there is doubt as to the ability of an employee to perform the essential functions of the job.

Employees wishing to return to work following a non-work-related injury shall be required to present a copy of the position job description to their personal physician, and obtain a letter from their physician stating they are fit to perform all essential functions of the position they hold.

If an employee is released to work with temporary work restrictions, the City shall determine on a case-by-case basis whether it can accommodate the restrictions. In such cases, light, modified, or alternative duty may be offered to the employee, in increments not to exceed one (1) month at a time, and not to exceed more than six (6) months total.

If the employee is unable to return to work with no restrictions at the end of six (6) months, the City may extend its accommodation of the restrictions with appropriate work or may place the employee on leave status until the employee reaches maximum medical improvement. If at any time the employee is given permanent work restrictions, the City will determine if it can accommodate the restrictions (in accordance with the requirements of the Americans with Disabilities Act).

If no such accommodation can be made, the employee will be terminated or medically retired. If the employee is eligible for FMLA leave, then the employee will have job reinstatement rights to the same job, provided they have been released to work with no restrictions before the employee has exhausted the twelve (12) weeks of FMLA allowance.

### **Section 4. Bereavement Leave**

#### A. When Permitted

In the event of a death in an employee's immediate family (as defined in Section 2.01.01 of the Personnel Manual) regular full-time employees may be granted bereavement leave with pay up to three working days as approved by the Fire Chief.

**B. Request for Bereavement Leave**

All bereavement leave requests will be made to the immediate supervisor and approved by the Fire Chief. Bereavement leaves of absence will not be charged to vacation or sick leave; however, accumulated vacation may be used for unpaid bereavement leave.

**Section 5. Discretionary Leave**

A. An employee who is not eligible for FMLA leave, has exhausted his/her FMLA leave, desires leave for a non-FMLA reason, is eligible for leave as a reasonable accommodation under the disability discrimination laws, or is not eligible for any other type of leave may apply for a discretionary leave of absence. Such leaves are within the reasonable discretion of the City Administrator and will be granted only if the City Administrator believes the employee's time away from the job would be in the best interest of both the employee and the City.

B. If discretionary leave is granted, it will be on such terms and conditions as the City Administrator approves. Factors that may be taken into account in determining whether to grant the leave request are the employee's length of service, length of the expected absence, the employee's overall attendance record (including any prior leaves taken), employee's performance record, employee's disciplinary record, purpose of the leave, the ease or difficulty in finding a replacement to perform the employee's job while the employee is on leave, and other factors as the City Administrator determines should be taken into account.

Terms and conditions of the leave may include the length of the leave, whether the duration of the leave will be granted in full or in increments, whether the employee must report in periodically while on leave, whether documentation of the purpose of the leave will be required, whether the employee's job will be held open for him/her, whether the leave will be paid or unpaid, whether documentation upon return to work will be required, whether any return to work "fitness for duty" evaluation will be required, whether a release to work will be required (if the leave is due to the employee's medical condition), and such other terms and conditions that the City Administrator may wish to include.

If a discretionary leave is granted, there is generally no guarantee that the employee will be reinstated to the same or a different job upon expiration of the leave. However, and as a general rule, employees who have unused paid time off (i.e. sick leave, vacation, personal days) and who are granted a discretionary leave will normally be granted reinstatement rights during that portion of discretionary leave that is paid. While on discretionary leave, the employee is prohibited from working elsewhere. If an employee fails to return to work upon expiration of the leave, the City Administrator may separate the employee from employment.

The City Administrator has the authority to grant unpaid discretionary leave.

## **Section 6. Military Leave**

A. Military leave is provided for employees who provide military service with the Armed Services within the standards established by the Uniformed Services Employment and Reemployment Act (USERRA) and the laws of the State of Missouri.

B. An employee who is a member of the National Guard or any of the reserve components of the Armed Forces of the United States may, upon application, be granted a leave of absence to the extent required by law. If the National Guard is called to duty by order of the Governor or Adjutant General, all State of Missouri laws and regulations will apply.

C. RSMo § 105.270 provides that public employees called to duty in the service of the United States are to be paid their full salary for a period not to exceed 120 hours during the federal fiscal year. RSMo § 105.270 further requires that employees called into military service by the Governor or by the Adjutant General are to be paid their full salary for all periods of military services during which they are engaged in the performance of training or duty for this state without regard to length of service.

D. Employees must present an order or statement from the appropriate military commander prior to the commencement of their term of active duty unless it is impractical due to the immediate needs of the service. In such cases, documentation must be provided as early as possible after entry on active duty.

## **Section 7. Sick Leave**

Employees unable to work because of illness shall be granted leave with pay for approved absences up to the number of hours they have accumulated.

A. The Fire Chief shall have the responsibility of ensuring that a daily record of attendance and sick leave use shall be provided on approved attendance sheets. A bi-weekly summary sheet shall be forwarded to the office of the Human Resources Manager and recorded in the official leave records for the City.

B. Sick days shall accrue from the employees' hire date at a rate of 5.54 hours per pay period, with the following exceptions:

1. Employees on leave of absence without pay for more than ten working days shall not accrue sick leave days (leave without pay includes leaves where weekly benefits or pay is made by an insurance carrier or because the pay is required by law, such as worker's compensation).

2. Employees suspended without pay shall not accrue sick leave during the period of suspension if in excess of ten working days.

3. All twenty-four-hour personnel shall accrue 5.54 hours of sick leave per pay period.

4. Employees who have reached the cap for sick leave of one thousand four hundred and forty (1440) hours will cease to accrue additional sick leave. Those employees who have reached Seven Hundred Twenty (720) hours of accumulated Sick Leave as of January 1 of the calendar year will receive a twenty-four hour (24) personal day. Personal days may not be taken on City observed Holidays, and the person taking the personal day is not eligible for any Extra or Overtime on their personal day.

C. When an employee's scheduled holiday or vacation day occurs during a period of illness, the employee will be allowed to take sick leave in lieu of the scheduled holiday or vacation, and use the holiday or vacation day at another time, subject to regular scheduling rules. In order to be eligible to substitute sick pay, the employee must provide a note from a health care provider certifying that he or she was suffering from an illness on the date in question.

D. An employee who uses sick leave for two or more consecutive shifts may be required to provide the Fire Department with medical verification upon their return to work. In cases where there is suspicion of abuse, the Fire Chief may investigate a reported illness or accident to verify the absence and may require documentation.

E. The Fire Department shall set and maintain standard operating procedures regarding how employees shall request sick leave. Failure to request sick leave as required by the Fire Department will result in sick leave not being granted and will be considered as absence without pay. In the event this behavior continues, the employee will be subject to disciplinary action up to and including dismissal.

F. Employees granted sick leave should contact their immediate supervisor regularly during a period of illness or injury as designated in the departmental standard operating procedures or as otherwise directed by their supervisor. Employees on paid sick leave are expected to respond within a reasonable period of time to phone calls, voice mail, email, or text messages received from supervisory personnel.

H. Sick leave shall have no monetary value upon separation of employment, except that an employee who has at least one year of service will be eligible for a partial payout (at the employee's current rate of pay). The maximum partial payout will be capped at one-half of accrued leave, with a maximum of four hundred eighty (480) total hours paid, for those employees who separate from City service due to work related death, retirement from City service, involuntary dismissal due to job elimination, or voluntary resignation from City service after giving the required two-week advance written notice.

Employees who are involuntarily dismissed (other than job elimination), resign in lieu of being dismissed, voluntarily resign without giving the required two weeks advance written notice, or

those who are deemed by the City to have voluntarily abandoned their jobs will not be eligible for the sick leave payout. The City Administrator may make exceptions in their sole discretion in the case of involuntary performance-based dismissals and in other extraordinary circumstances.

I. Employees may take accumulated sick leave to attend to ill family members, which shall be defined for the purposes of this Section as spouses (legal domestic partners), children (step-children), and parents. If an employee has special circumstances that would justify the use of leave to care for a person who is the effective equivalent of any of the above-listed family members, the employee may submit a written request to use sick leave to the City Administrator, explaining the nature of the relationship between the employee and the person who is ill or injured, and the City Administrator will then make the determination whether the request for paid leave falls within the effective equivalent of the definition above.

J. Regular employees who are on sick leave status, whether paid or unpaid, may not engage in any activity that would be inconsistent with the employee's reported health status, or that would place the employee in violation of medical or work restrictions.

## **Section 8. Donated Sick Leave**

The City and the Union agree to establish a pool of sick leave time to be used for the purpose of donating leave for use by other bargaining unit members, as set out herein. This pool will be built up from hours bargaining unit members voluntarily donate to the pool from their own sick leave balances. The leave will be distributed according to the guidelines set out below to bargaining unit members who request to use donated leave and who satisfy the listed criteria. The pool shall be administered by the City's Human Resources Division.

### **A. Donation.**

1. During the first pay period occurring in October, January, April, and July of each year, bargaining unit members choosing to contribute to the donated leave program may donate accrued sick leave in 12-hour increments, up to a maximum of 72 hours donated by any one employee in a given calendar year. Donation elections may be made by email or in writing. At no time after donating leave to the pool may a member take back the hours they have donated. The donation of sick leave to the pool by a bargaining unit member is strictly voluntary.
2. In the event that donated sick leave hours fall below 200, the City will notify the Union and bargaining unit members of such fact. Upon notification, members shall have thirty (30) days to make additional donations. In the event a member wishes to access the sick leave pool and no hours have been donated, or all donated hours have been used, no hours will be transferred to the member. In the event the available hours in the pool are exhausted, paid leave to all members receiving donated leave shall stop. By participating in the pool, each bargaining unit member agrees to the terms set out herein.

B. Application for and Receipt of Donated Leave. Members who are unable to work due to a serious health condition, as defined under the FMLA, may request use of donated leave. All use of donated leave shall be subject to the following criteria, which shall be applied evenhandedly to all members, without regard to any factor other than those set out below:

1. Members are eligible to receive donated leave only if they have been unable to work for at least fifteen consecutive (15) calendar days, due to the serious health condition that is causing the need for leave upon proper application, after such member's accrued leave has been exhausted.
2. Members must have exhausted all their accrued paid leave except 48 hours of Sick Time before they will be eligible to receive donated leave. Nothing herein precludes a member from applying for sick leave donations, prior to exhausting all of the member's accrued leave, if such member reasonably believes s/he has a condition that will preclude the member from returning to work before his/her accrued leave is exhausted.
3. Members who have not completed their initial probationary period will not be eligible to receive or use donated sick leave.
4. Members will not accrue any additional sick leave, vacation pay, holiday or personal days while on donated leave.
5. Individual members will be eligible to receive a maximum of six (6) months of donated leave in any rolling twelve (12) month period.
6. There shall be no limit on the number of members who may use donated sick leave at any given time, so long as each qualifies under the criteria listed above. If all available donated sick leave is exhausted, payment of donated leave shall cease until after additional donations are received per the process set out above.
7. Nothing in this section is intended to alter the City's current practice, in appropriate circumstances, of allowing members to use accrued leave time that would not be available for use until the following year.

## **Section 9. Light / Modified Duty**

A. When an employee's physician issues a written opinion that he should not be on full duty due to illness, non-duty injury or pregnancy, that employee may, with the Fire Chief's approval, be placed into a light duty assignment. The Chief may require a confirming examination by a doctor chosen by the City and at the City's expense. The Chief, taking into account the individual's temporary injury, or pregnancy and the best interest of the Department, shall choose the nature of that employee's light duty assignment, the first option shall be in the station on the employee's

shift. Regardless of the assignment, the employee shall suffer no loss of seniority, pay or benefits while on light duty.

B. If the physician recommends stopping all duties, the employee may then take accrued sick hours, vacation, extra vacation, or holidays. In the latter three, the employee may choose to take them without regard to seniority on their normally assigned shift, and their absence shall not preclude others from choosing the same days due to the "four people off per shift rule". The employee may also choose to take an unpaid leave of absence any time after their physician recommends that the employee stop all duties. The total time the employee may be absent shall be in accordance with the Family Medical Leave Act (FMLA). During the period without pay, the employee shall continue to accrue all benefits and seniority.

C. When the employee's physician issues a written release to return to full duty, the employee shall be returned to his normal shift to resume his position and duties. A confirming exam by a doctor specified by the City and at the City's expense may be requested by the Fire Chief.

## **Section 10. Vacation Leave**

A. After one year of service, each employee shall receive six (6) days of vacation with pay each year. With each five (5) year increment of service, employees shall receive one additional duty day of paid vacation. The department will allow up to four (4) people off per shift to accommodate vacation, Longevity and City Holiday days.

B. Each employee shall notify the Chief or his designate of the vacation desired. The Chief shall schedule vacations so as not to unduly interfere with operations of the department. When there is conflict between requests, seniority shall control. Vacations shall be scheduled before December of the preceding year, and a copy of each shift's schedule will be made available to its respective members. Once vacations are scheduled, they shall not be rescheduled without permission of the employee except for extreme emergency. When extreme emergency requires an employee to care for a sick or injured family member, the Fire Chief may reschedule that employee's vacation hours as appropriate. Such rescheduling shall not interfere with other employees' regularly scheduled vacations or holidays.

C. No employee will be required to change his scheduled vacation, accumulated holiday, or longevity day due to a senior employee transferred to the shift by the Chief. The employee being transferred will retain all remaining vacation time as previously selected on their original shift. Employees voluntarily transferring shifts may lose their vacation selections if the "four people off per shift rule" applies. Voluntarily transferring employees will be able to select time off from available days.

D. When two employees mutually agree to switch shifts, with the Chief's approval, they will assume the other's vacation, AC days, applicable longevity days, and Kelly Days. In the event more than one employee has taken some or all applicable days off, notwithstanding Kelly Days,



the employee with remaining time off will select time off from the available calendar on the new shift.

E. Vacation benefits shall accumulate until used. Employees separated from employment for any reason shall be paid for vacation that has been earned, but not used. The accumulated vacation time shall be reflected on the employee's bi-weekly payroll check stub. Earned vacation time shall not accumulate beyond one year's allotment.

F. The position of Battalion Chief will not count against the number of employees allowed off per shift.

G. Vacation, longevity, or accumulated holidays/personal days may not be changed without the written approval of a Chief Officer.

## **Section 11. Holiday Leave**

A. Each employee shall receive the equivalent of twelve holidays per year divided so that each employee will receive four (4) twenty-four (24) days per year. In the first year of employment, shift personnel shall receive one (1) holiday for each three (3) months of employment. Holidays will be picked after all employees have scheduled their vacation, and before December of the preceding year. Except as defined in Section 11:B. Where conflicts in scheduling holidays arise, seniority shall rule. A copy of each shifts' holiday schedule will be made available to each employee.

B. An employee may hold their Holiday leave and schedule throughout the year as needed via the following conditions.

1. They must notify the Shift Chief at least 48 hours in advance of wanting to schedule the Holiday.

2. The 4 people off per shift rule applies and you may not take Holiday leave if it puts the shift over the "4 people off".

3. Every individual will be asked to schedule any remaining Holidays not scheduled starting on September 1<sup>st</sup> for each year this contract is in effect on days that are open via the "4 people off per shift" rule.

4. If there are not enough days open or individuals fail to schedule their Holiday leave. That individual will lose such Holiday Leave for that year.

C. When an emergency requires an employee to care for a sick or injured family member, the Fire Chief may reschedule that employee's holiday hours as appropriate. Such rescheduling shall not interfere with other employees' regularly scheduled vacations or holidays.

D. Holiday benefits shall accumulate but they must be used before January 1 of the next year. Employees separated from employment for any reason shall be paid for holidays that have occurred that year, but not used. The accumulated holiday time shall be reflected on the employee's bi-weekly payroll check stub.

**ARTICLE XIV  
BENEFITS**

**Section 1. Malpractice Insurance Coverage**

Members of the Bargaining Unit having a valid license to practice emergency medicine issued by the Missouri Department of Health Bureau of Emergency Medical Services, shall have medical malpractice liability insurance coverage in the amount of no less than one million (\$1,000,000) dollars provided by the City.

**Section 2. Health, Dental, Life Insurance Coverage**

A. The City shall provide Health, Dental, and Life Insurance plans and shall provide an explanation of the current plans. Employees covered under this Agreement shall be eligible for coverage under these plans on the same terms as apply for all other City employees.

During the 2016 plan year, the City intends to seek competitive bids for health and dental coverage commencing with the 2017 plan year. The City hereby agrees that it will give full consideration to insurance options available through the Kansas City Health Care Trust. The City will provide all relevant information within its control to the Trust, in order to facilitate the Trust submitting a proposal or bid to the City, or its broker. In the event the City does not elect to join the Kansas City Health Care Trust, but instead selects some other insurance option, the City will meet with the Union upon request to explain the factors that resulted in the selection.

B. Should either the State of Missouri or the Federal Government statutes mandate that the employer participate in a national or state health care plan, the parties both agree that the level of the health care benefits will be equivalent or better than state/ federal health care plans.

C. All regular full-time employees will be provided long term disability insurance effective on the first day of the month following thirty (30) days of employment. The City will pay the cost on all eligible employees.

D. City Compensation Committee. The Union shall have a representative selected by the Union on the Committee.

**Section 3. Pension**

In the matters of retirement, duty related disability retirement, and non-duty related disability retirement, Chapter 2.64 of the City of North Kansas City shall be the controlling document.

#### **Section 4. Deferred Compensation**

Members of Local No. 42 employed by the City of North Kansas City, Missouri, shall be afforded the option of entering into a retirement program governed by the Internal Revenue Code 457.A company with an established program shall administer the deferred compensation program. However, it is understood that the City will make available the IAFF Financial Corporation 457 Plan as either the sole option or one of the options that the Bargaining Unit members may participate in. Bargaining Unit members will be entitled to transfer 457 plan assets to the plan of choice without penalty as permitted under the Internal Revenue Service Code. The City will not be liable for any transfer fees or penalties that might be charged if an employee elects to change plans.

It is understood the City will match the employee's contributions up to a maximum of three (3%) percent of the employee's base pay. If an unforeseeable Emergency Withdrawal Request is approved by the 457 Administrative Committee, the employee will be suspended from participating in the plan for a period of six months.

#### **Section 5. Direct Deposit**

The City shall allow employees to designate any institutions or other lawful direct-deposit recipients for pay distribution, to the maximum extent supported by the City's payroll system. In the event the City makes significant changes to the payroll system or provider, the City will provide sixty (60) days advance notice to the Union.

#### **Section 6. BEHAVIORAL HEALTH/EMPLOYEE ASSISTANCE PROGRAM.**

1. This Program is created to provide and deliver the following:

- A. Offer all Fire Department (NKCFFD) employees in the classified service, and their spouses and dependents, professional counseling, assessment, and referral through

licensed clinicians in a 5-session model, with appointments available at locations established by Local 42.

- B. Provide 24/7 emergency coverage through an assigned account representative, the EAP Director and other clinicians. Local 42 shall provide a contact number to City for a representative who shall be available in the event of an emergency. Such representative shall be trained on all aspects of the NKCFD EAP program components and protocol.
  
- C. Deliver support and consultation as needed in the development of an Occupational Stress Program.
  
- D. Assist with facilitation of referral and level of care approval process for NKCFD employees in the classified service and their dependents covered by City insurance carriers. EAP representatives shall participate in meetings with City insurance providers as needed to facilitate improved coordination and ease of referral.
  
- E. Assist with delivery of training modules for all NKCFD personnel in the classified service as needed to increase participation and ensure adherence to NKCFD EAP policy. Provide training module to all new cadet classes and newly promoted managers in the classified service related to stress, dispute management and other behavioral health issues.
  
- F. Provide professional counseling, assessment, and referral for those NKCFD personnel in the classified service who have been mandatorily referred pursuant to the relevant Drug and Alcohol Misuse Testing Policy. Such counseling, assessment and referral shall be in a manner consistent with any such Policy.

## 2. DATA COLLECTION AND REPORTING.

- A. Local 42 shall submit data quarterly to the NKCFD Wellness coordinator for internal review. Provider shall collect data in format needed for submission to

IAFF/IAFC/NFPA annual surveys. All data shall be provided in format that complies with the input parameters for national survey instruments.

- B. Data shall include activity reports and aggregate data from all clinical and health screenings.

## **Section 7. BEHAVIORAL HEALTH PROGRAM**

### **STATEMENT OF POLICY:**

As noted in other relevant portions of this Collective Bargaining Agreement (hereinafter “CBA”), the most important resource of the North Kansas City, Missouri, Fire Department (hereinafter “NKCFD” or “Department”) is its employees. In this regards, Fire Administration, Local No. 42 of the International Association of Fire Fighters (hereinafter “Local 42”) recognize that maintaining the healthiest workforce possible is critical to carrying out the mission of the NKCFD and to protecting the community that is served. It is further recognized that maintaining and supporting the highest standards of mental and emotional health is a critical component of maintaining a healthy workforce. This policy has been developed and adopted pursuant to that commitment and the parallel commitment to the health safety and welfare of all Department employees and the community they serve. Accordingly, the City and Local 42 agree and stipulate to the following.

### **1. COMPENSATION.**

A. The City will pay pursuant to this Agreement the amount of \$(3,600) annually, and payments will be paid annually in January of each year. Payments made by the City pursuant to this Agreement will be made to 42 CARES, LLC.

B. 42 CARES, LLC, will bill the City, in a form acceptable to the City, on an annual basis for services made pursuant to this Agreement.

C. It shall be a condition precedent to payment of any invoice provided pursuant to this Agreement that Local 42 is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result

of breach or default by Local 42, City may withhold payment(s) for the purpose of set off until such time as the exact amount of damages due City from Local 42 may be determined.

D. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Agreement.

E. City is not liable for any obligation incurred by Local 42, except as approved under the provisions of this Agreement.

#### **ARTICLE XV POLITICAL ACTION COMMITTEE**

The City shall upon written request of ten (10) or more employees of the fire department provide for the option of contributing to a Political Action Committee or continuing the committee designated by the Union through payroll deduction, as required by Missouri Revised Statutes, Chapter 130, Section 130.028. The City shall forward amounts deducted under this Article to the designated Political Action Committee on a monthly basis.

#### **ARTICLE XVI CLOTHING AND EQUIPMENT**

A. The City shall furnish, at its expense, all uniforms, work clothing, protective devices, shoes and boots, tools and equipment required of the employees or necessary for the safe and efficient performance of job duties. Such clothing shall be replaced, without cost to the employee, when it is worn out through normal use or destroyed/damaged beyond repair during the course of the assigned duties. Employees shall not be made to respond to hazardous situations until such damaged or destroyed equipment necessary for safe operations has been replaced.

B. All protective clothing shall meet or exceed the most applicable NFPA standards in effect at the time of issue and shall be worn to all emergency incidents as required by department policies.

#### **ARTICLE XVII PHYSICALS & VACCINATIONS**

A. The City agrees to provide a yearly physical which will include a review of health history, a comprehensive review of all body systems including: vision, hearing, Pulmonary Function Test, Stress Echo, Chemistry 12 Blood Profile, and all necessary vaccinations and other required tests based on IAFF, IAFC, and NFPA standards.

B. Vaccinations and booster doses for communicable diseases and blood borne pathogens shall be administered in compliance with Missouri Department of Health and OSHA regulations. Following is a list of diseases that are of concern to Local No. 42 and North Kansas City Fire Department: AIDS, Hepatitis (A,B,C,D,E,F), Tuberculosis, Influenza, Rubella, Meningitis, Herpes (Simplex 1 & 2, Zoster), Rabies, Mononucleosis, Polio, Tetanus and Covid-19.

C. If an employee in the course of his or her annual physical is determined to be unfit for duty as outlined by the standards and determined by the examining physician, the employee will be given notice of the restrictions and reasons for the unfit determination. Based on the restrictions given, the employee will be provided with a modified duty assignment, if available, to be determined by the Fire Chief. If no modified duty assignment is available, the employee will be placed on a leave of absence. The employee will be given the opportunity to use accrued leave to offset any loss of pay until the employee is released for full duty by a competent physician.

The Fire Chief shall have the option to send the employee for a second opinion from another physician if there are any questions about the legitimacy of the release for duty.

### **ARTICLE XVIII LINE OF DUTY DEATH-RELATED EXPENSES**

The City agrees to defray all reasonable funeral and burial expenses of any employee of the Fire Department who dies in the line of duty in accordance with the Employee's personal and religious beliefs. The Department shall inquire of at least three (3) funeral homes and then shall determine what sum is reasonable and customary.

### **ARTICLE XIX MUTUAL AID**

When rendering mutual aid, no employee covered under this agreement will be required to respond to any scene or incident where the Fire Chief determines that civil unrest or other extraordinary circumstance would create undue risk of bodily harm to Department personnel or damage to Departmental equipment.

### **ARTICLE XX EDUCATIONAL ASSISTANCE**

Represented employees shall participate in the City's Educational Assistance program on the same basis as the program is available to all other City employees. In the event the City makes any substantial change to the program, the City shall provide at least ninety (90) days' notice to the Union before any such changes go into effect.

## **ARTICLE XXI LABOR / MANAGEMENT COMMITTEE**

### **Section 1. Organization**

A. There will be a Labor / Management Committee with equal representation from both the City and the Union. This committee shall be co-chaired, and the chairpersons shall be responsible for preparing the agenda(s) at least ten (10) calendar days in advance of the meeting.

B. The Committee shall meet at the least every quarter at a time agreeable to both parties. The committee shall also be convened within ten (10) calendar days of a request from either the Union or the City to address issues of a critical or emergency nature.

C. This Committee does not preclude officers or other supervisors of the Fire Department from meeting with Union stewards or other designated Union representatives on an informal basis.

D. The City agrees to provide the Union with advance notice regarding the development and promulgation of any broadly based rules or policies that may affect Bargaining Unit members and to provide the Union an opportunity for a meaningful input into such developments and promulgation. Such notice and opportunity shall be provided at the earliest date possible.

E. In addition to the Labor/Management Committee provisions set forth above, the parties may adopt mutually agreeable alternative committee structures and procedures (i.e., Wellness & Safety Committee, Professional Development Committee). Any committees agreed to by the Labor Management Committee shall be governed by the same provisions as set forth above and shall report recommendations in writing to the full committee.

#### **F. Diversity, Recruitment and Sexual Harassment Training**

The City agrees to provide diversity, inclusion, and sexual harassment training at least annually to all bargaining unit personnel at the expense of the City. New programs shall be approved through the Labor Management Process. Approved programs are authorized and will be deemed to be in accordance with this Agreement.

The City and Local 42 agree that increasing diversity, equity, and inclusion are important to all parties. This includes continued work for the duration of this Agreement through the Labor-Management Partnership in the following six general areas:



1. Recruitment: Enhance NKCFD capacity to attract and retain employees from underrepresented groups in order to achieve a work force reflective of the community we serve.
  2. Training and Mentoring: Ensure that all members of NKCFD workforce have access to resources needed to succeed and advance in their careers.
  3. Station Culture and Internal Systems: Build a culture of inclusion and support throughout NKCFD system and ensure that processes, protocols and procedures do not circumvent or subvert that effort.
  4. Promotion Processes: Ensure that NKCFD processes for promotion and advancement are fair, equitable, accessible, and attractive to all members of NKCFD.
  5. Community Outreach: Enhance connections between NKCFD and all aspects of the community we serve with specific attention to engagement and support of underrepresented communities.
  6. Leadership: Facilitate understanding, readiness, and preparation needed to lead NKCFD in becoming a diverse, equitable and inclusive organization and culture.
- G. Where agreed upon and placed throughout this document the provision for clarity and modification by the Labor/Management Committee can be used.

**ARTICLE XXII  
SAVINGS CLAUSE**

If any provision of this Agreement or the applications of any of its provisions should be rendered or declared invalid by any court action or by reason of any subsequently enacted federal or state legislation, the remaining parts or portions of this Agreement shall remain in effect. If there is any conflict between the provisions of this Agreement and any legal obligations or affirmative action requirements imposed on the City of North Kansas City by federal or state law, such legal

obligations or affirmative actions imposed shall be controlling.

**ARTICLE XXIII  
TERM of AGREEMENT**

**Section 1. Term**

This Agreement shall remain in full force and effect from January 1<sup>st</sup> 2022, until December 31<sup>st</sup> 2024. It shall be automatically renewed thereafter and remain in effect from year to year thereafter, unless either party notifies the other, in writing, prior to the expiration date, of a desire to modify the Agreement. Such notification will be made between June 1st and August 31st, 2024, unless mutually agreed upon by both parties.

**Section 2. Negotiations**

Negotiations shall commence within thirty days of either party's notification that it desires to modify this Agreement, or at least 90 days prior to contract expiration, whichever is later.

Agreed this date, \_\_\_\_\_

\_\_\_\_\_  
Bryant DeLong, Mayor  
City of North Kansas City, Missouri

\_\_\_\_\_  
Dan Heizman, President  
IAFF Local No. 42

\_\_\_\_\_  
Kim Nakahodo, Assistant City Administrator  
City of North Kansas City, Missouri

\_\_\_\_\_  
Eric Bradley,  
Executive Board Representative  
IAFF Local No. 42

**APPENDIX-1  
PAYROLL DEDUCTION**

**PAYROLL DEDUCTION AUTHORIZATION FOR  
NORTH KANSAS CITY UNION DUES**

NAME: \_\_\_\_\_

SOCIAL SECURITY NO. \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Effective this date, I hereby authorize the City of North Kansas City, Missouri, to deduct from my pay and/or workers' compensation benefits the amount of \_\_\_\_\_ each pay period for membership dues to Local No. 42 of the International Association of Fire Fighters, as established by official action of the membership.

I further authorize that future dues are to be deducted from my pay at the rate and in the amount established by appropriate action of the membership when adjustments are made. Such adjusted rate shall be deducted the first full pay period after the effective date of the adjustment.

This authorization shall be irrevocable for one (1) year or until the expiration of the Collective Bargaining Agreement, whichever occurs first. Thereafter, revocation may be made by written notice to the Union and the City, by certified mail, postmarked within seven (7) days of the anniversary of this authorization.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**APPENDIX- 2**

**PAY GRID FOR BARGAINING UNIT JOB CLASSIFICATIONS**

The following pay steps, shall go into effect on January 1, 2022.

**Hourly Rates**

Job Title	Probationary Rate	Step 1	Step 2	Step 3	Step 4	Step 5
Firefighter/EMT	\$15.95	\$16.67	\$17.59	\$18.55	\$19.57	\$20.65
Firefighter/Engineer		\$22.43	\$23.33	\$24.14	\$24.99	\$25.99
Firefighter/Medic	\$21.28	\$22.24	\$23.18	\$24.11	\$25.08	\$25.95
EMS Lt.				\$24.27	\$25.37	\$26.64
Captain				\$27.22	\$28.45	\$29.87
Fire Inspector	\$20.00	\$20.90	\$21.84	\$22.82	\$23.85	\$25.04

Job Title	Step 6	Step 7	Step 8	Step 9	Step 10
Firefighter/EMT	\$21.79	\$22.98	\$23.90	\$24.86	\$25.85
Firefighter/Engineer	\$26.90	\$27.84	\$28.68	\$29.54	\$30.42
Firefighter/Medic	\$26.80	\$27.67	\$28.50	\$29.35	\$30.23
EMS Lt.	\$27.70	\$28.81	\$29.67	\$30.56	\$31.48
Captain	\$31.07	\$32.31	\$33.28	\$34.28	
Fire Insp.	\$26.17	\$27.35	\$28.44	\$29.58	\$30.76

**Annual Equivalent**

Job Title	Probationary Rate	Step 1	Step 2	Step 3	Step 4	Step 5
Firefighter/EMT	\$41,600	\$43,472	\$45,863	\$48,385	\$51,047	\$53,854
Firefighter/Engineer		\$58,500	\$60,840	\$62,969	\$65,173	\$67,780
Firefighter/Medic	\$55,502	\$58,000	\$60,465	\$62,883	\$65,398	\$67,687
EMS Lt.				\$63,309	\$66,158	\$69,466
Captain				\$71,000	\$74,195	\$77,905
Fire Inspector	\$41,600	\$43,472	\$45,428	\$47,473	\$49,609	\$52,089

Job Title	Step 6	Step 7	Step 8	Step 9	Step 10
Firefighter/EMT	\$56,816	\$59,941	\$62,339	\$64,832	\$67,426
Firefighter/Engineer	\$70,153	\$72,608	\$74,786	\$77,030	\$79,341
Firefighter/Medic	\$69,887	\$72,159	\$74,323	\$76,553	\$78,850
EMS Lt.	\$72,244	\$75,134	\$77,388	\$79,710	\$82,101
Captain	\$81,021	\$84,262	\$86,790	\$89,393	
Fire Insp.	\$54,433	\$56,883	\$59,158	\$61,524	\$63,985

**APPENDIX 3  
INDIVIDUAL PAY INCREASES EFFECTIVE 1/1/22**

<u>Payroll Name</u>	<u>Pay Step</u>	<u>New Annual</u>	<u>Hourly Rate</u>
<b><u>EMS LIEUTENANT:</u></b>			
Fisher	7	\$75,134	\$28.81
Elson	4	\$66,158	\$25.37
Witte	3	\$63,309	\$24.27
<b><u>FIRE CAPT/EMT:</u></b>			
Nicholson	7	\$84,262	\$32.31
Sayre	7	\$84,262	\$32.31
Loftis	5	\$77,905	\$29.87
Shost	5	\$77,905	\$29.87
Farnsworth	3	\$77,905	\$29.87
<b><u>FIRE CAPT/MEDIC</u></b>			
Bays	7	\$86,220	\$33.06
Robbins	6	\$82,987	\$31.82
Winfrey	4	\$82,987	\$31.82
Womack	4	\$76,154	\$29.20
<b><u>FF/ENGINEER/EMT:</u></b>			
Leeper Jr.	7	\$72,608	\$27.84
Masters	7	\$72,608	\$27.84
Spotts	7	\$72,608	\$27.84
Bradley	7	\$72,608	\$27.84
Hall/Specialist	4	<b>\$68,434</b>	<b>\$26.24</b>
Bailey	3	\$62,969	\$24.14
Freeman	3	\$62,969	\$24.14
Yardley	1	\$58,500	\$22.43
<b><u>FF/ENGINEER/MDC</u></b>			
Daniel	7	\$74,563	\$28.59
<b><u>FIREFIGHTER/EMT:</u></b>			
Lunt	7	\$59,932	\$22.98
Woods	7	\$59,932	\$22.98
Wiebeck	3	\$48,378	\$18.55
Mackey	3	\$48,378	\$18.55
Knight	3	\$48,378	\$18.55
Glen	3	\$48,378	\$18.55
Meyer	3	\$48,378	\$18.55
Haynes	3	\$48,378	\$18.55
Narvaez/Specialist	3	<b>\$50,797</b>	<b>\$19.48</b>
McKay	3	\$48,378	\$18.55

<b>Fabre/Specialist</b>	<b>2</b>	<b>\$48,169</b>	<b>\$18.47</b>
LaVar	2	\$45,875	\$17.59
DeVaul	2	\$45,875	\$17.59
Solberg	1	\$43,475	\$16.67
Perez	1	\$43,475	\$16.67
Hooten	1	\$43,475	\$16.67
Lohman	1	\$43,475	\$16.67
Marshall	1	\$43,475	\$16.67
Rosner	1	\$43,475	\$16.67
Anello	1	\$43,475	\$16.67
Bunting	PR	\$41,598	\$15.95
Koster	PR	\$41,598	\$15.95
Gray	PR	\$41,598	\$15.95
Open	PR	\$41,598	\$15.95

**FF/PARAMEDIC:**

Stinson	7	\$72,159	\$27.67
Bath	6	\$69,887	\$26.80
Wallace	4	\$65,398	\$25.08
Brock	2	\$60,465	\$23.18
Phillips	1	\$58,000	\$22.24
Arnold	1	\$58,000	\$22.24
Long	1	\$58,000	\$22.24
Pike	1	\$58,000	\$22.24
Sands	1	\$58,000	\$22.24

**FIRE INSPECTOR**

Redford	5	\$54,434	\$26.17
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**Specialist 5% pay  
bonus**

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## MEMORANDUM



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**TO:** Honorable Mayor Bryant DeLong & Council Members

**FROM:** Kim Nakahodo, Interim City Administrator

**DATE:** November 16, 2021

**RE:** Budget Amendment for the Collective Bargaining Agreement Between The City of North Kansas City and IAFF Local 42, 2021-2024

---

Should the City Council approve the 2021-2024 Collective Bargaining Agreement (CBA) between the City and the International Association of Firefighters (IAFF) Local 42, a budget amendment is required to adequately fund the new agreement.

Now before the Council is a budget amendment for \$375,351 that will fund the new salary structure and the City's fees for the Union 42 Cares program.

**RESOLUTION NO. 21-083**

**A RESOLUTION AMENDING THE GENERAL FUND BUDGET FOR FISCAL YEAR 2021-2022 IN THE AMOUNT OF \$375,351 FOR INCREASES RELATED TO FIRE UNION CONTRACT**

**WHEREAS**, the City of North Kansas City, Missouri adopted the fiscal year 2021-2022 Budget on September 21, 2021, Resolution No. 21-074, using estimates of income and expenditures established at that time; and

**WHEREAS**, the 2021-2024 Collective Bargaining Agreement (CBA) between the City and the International Association of Firefighters (IAFF) Local 42 requires a budget amendment to adequately fund the new agreement; and

**WHEREAS**, staff was instructed to bring forward a budget amendment at the next City Council meeting to amend the FY 2022 Budget for the projected increases.

**NOW, THEREFORE, BE IT RESOLVED** that the following amendment shall be made to the fiscal year 2021-2022 Budget as follows:

**GENERAL FUND**

		<u>Increase</u>	<u>Decrease</u>
<b><u>Revenues</u></b>			
Balance Appropriation	10-3900	\$375,351	
<b><u>Expenditures</u></b>			
Fire - Salaries	10-510-5002	\$371,751	
Wellness	10-533-6395	\$3,600	

**DONE** this 16<sup>th</sup> day of November, 2021

\_\_\_\_\_  
Bryant DeLong, Mayor

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



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# MEMORANDUM



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**TO:** Mayor Bryant DeLong and City Council

**FROM:** Kim Nakahodo, Interim City Administrator

**DATE:** November 16, 2021

**RE:** City Council Meetings that Fall on an Election Day to be Rescheduled

---

Mayor DeLong has requested that staff bring forward an Ordinance amending Section 2.04.010 of the City Code to allow the City Council to move or cancel regular meetings that fall on an election day in North Kansas City to enable residents to participate in the election process.

The proposed amended section is as follows (addition in red):

**2.04.010 City council—Time and place of regular meetings.**

The city council shall hold regular meetings on the first and the third Tuesday of each month at 7:00 p.m. When a day fixed for any regular meeting of the council falls upon a day designated by law as a legal holiday, national holiday, **or an election in North Kansas City**, the council shall determine when the next meeting will be held; and provided further, that the council may, for cause, cancel a regular meeting, giving public notice of such action at least twenty-four (24) hours prior to such meeting. All meetings of the council shall be held at city hall.

**AN ORDINANCE AUTHORIZING CITY COUNCIL MEETINGS THAT FALL ON AN ELECTION DAY TO BE RESCHEDULED AND AMENDING SECTION 2.04.010 OF THE CODE OF THE CITY OF NORTH KANSAS CITY, MISSOURI ACCORDINGLY.**

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

**WHEREAS**, voting is an important right that US citizens have; and

**WHEREAS**, city council meetings require significant preparation from many stakeholders; and

**WHEREAS**, rescheduling city council meetings that fall on an election day as defined by § 115.121 and § 115.123, MO. REV. STAT., will allow more flexibility for stakeholders to participate in the election process; and

**WHEREAS**, the City desires to reschedule city council meetings that fall on election days within the boundaries of the City.

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

**Section 1.** Section 2.04.010 of Chapter 2.04, “City Council,” of Title 2, “Administration and Personnel,” of the Code of the City of North Kansas City, Missouri (the “City Code”) is hereby amended to read as follows:

**2.04.010 City council—Time and place of regular meetings.**

The city council shall hold regular meetings on the first and the third Tuesday of each month at 7:00 p.m. When a day fixed for any regular meeting of the council falls upon a day designated by law as a legal holiday, national holiday, or an election in North Kansas City, the council shall determine when the next meeting will be held; and provided further, that the council may, for cause, cancel a regular meeting, giving public notice of such action at least twenty-four (24) hours prior to such meeting. All meetings of the council shall be held at city hall.

**Section 2.** Providing for Repeal or Amendment of Conflicting Ordinances or Parts Thereof. Ordinance No. 8550 and all other ordinances or parts of ordinances in conflict with the provisions of this ordinance, or any parts hereof, are hereby amended to conform to the provisions

and requirements of this ordinance or repealed, whichever will best carryout the intent of this ordinance.

**Section 3.** 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 4.** 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 5.** 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 6.** Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

**Section 7.** Effective Date. This Ordinance shall be in full force and effect immediately after its passage by the City Council and approval by the Mayor.

**PASSED** this 16<sup>th</sup> day of November, 2021.

\_\_\_\_\_  
Bryant DeLong, *Mayor*

**ATTEST:**

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

**APPROVED** this 16<sup>th</sup> day of November, 2021.

\_\_\_\_\_  
Bryant DeLong, *Mayor*

**APPROVED AS TO FORM:**

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Anthony Bologna, *City Attorney*

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

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# MEMORANDUM



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

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

**DATE:** November 16, 2021

**RE:** Downtown Streetscape Guaranteed Maximum Price Contract Amendment

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Budget Authority:	FY 2021 Gaming Fund —	
	Downtown Streetscape	\$ 3,000,000
	Encumbered: Pre-Construction Services	(\$ 9,500)
	<u>Encumbered: Confluence</u>	<u>(\$ 35,000)</u>
	Remaining Budget Amount	\$ 2,955,500
	<u>GMP Amendment</u>	<u>\$3,996,438</u>
	FY 2022 Budget Amendment	\$1,040,938

---

At its June 1, 2021 meeting, the City Council approved a contract with MegaKC to serve as the Construction Manager at Risk (CMAR) for NKC’s downtown streetscape update. A Construction Manager functions as the General Contractor on a project and plays a more integrated role in the design process, assisting the City and Confluence (the City’s design consultant for this project) with finalizing construction plans and specifications, and coordinating with downtown businesses throughout the project. The CMAR contract also entails a commitment by the Construction Manager to deliver the construction project within a guaranteed maximum price. The contract between the City and MegaKC included, as Exhibit A, the form to be used for amending the contract to include the Guaranteed Maximum Price (GMP) for construction.

On October 5, 2021, the City Council work session reviewed the progress on this project and discussed the budget estimate for this project. At that time, MegaKC was estimating costs for the project based on various bid packages and estimated the cost of the project as \$3,700,000. Direction from the City Council was to proceed with the project as planned and to bring forward a budget amendment for costs in excess of the amount budgeted.

MegaKC publicly opened bids for a series of bid packages, or components of the project, such as electrical/lighting, landscaping, concrete removal and replacement, pavers, traffic control, and

site furnishings for this project on Thursday, November 4. After reviewing the bids, MegaKC has selected subcontractors for the various bid packages and finalized the GMP Amendment that is now before the City Council for approval.

The GMP Amendment represents a guarantee by MegaKC that costs for this project, as described in the original CMAR contract, will not increase. The total cost includes a contingency amount, noted as the Force Account; funds from the Force Account that are not spent will be returned to the City. MegaKC and Confluence are continuing to work on possible options for decreasing total costs for the new streetlights. Any savings in this project component will likewise be returned to the City.

## RESOLUTION NO. 21-085

### RESOLUTION APPROVING A GUARANTEED MAXIMUM PRICE AMENDMENT TO THE AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AS CONTRACTOR WITH MEGA KC CORPORATION FOR THE DOWNTOWN STREETScape PROJECT

---

**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, pursuant to a Request for Qualifications for Construction Manager at Risk properly advertised as required by § 67.5050, MO. REV. STAT., determined that the proposal from MegaKC Corporation (the “**Construction Manager**”) offered the best value for the City; and

**WHEREAS**, on June 1, 2021 the City entered into an Agreement Between Owner and Construction Manager as Contractor (the “**Agreement**”) where the City is the Owner and the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price for the work and services set forth in the Agreement; and

**WHEREAS**, Exhibit A of the Agreement included the form of the Guaranteed Maximum Price Amendment (the “**Amendment**”) to be completed by the Construction Manager for proposing the Guaranteed Maximum Price for the completion of the project; and

**WHEREAS**, the Construction Manager advertised for bids on the components of the project, and sealed bids were accepted by the City Clerk and publicly opened and read aloud on November 4, 2021; and

**WHEREAS**, the Construction Manager has reviewed all bids and has prepared the Amendment as required by the Agreement; and

**WHEREAS**, the City now desires to accept the Amendment as presented by the Construction Manager, as set forth by the Agreement for the work and services set forth in the Agreement.

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

**Section 1.** Acceptance of Guaranteed Maximum Price. The City Council hereby accepts the Guaranteed Maximum Price proposal in connection with the City’s Downtown Streetscape project and, therefore, the City Council approves the Guaranteed Maximum Price Amendment to the Agreement Between Owner and Construction Manager as Contractor with MegaKC Corporation.

**Section 2.** Authorization of Agreement. The City Council hereby authorizes the City to execute the Guaranteed Maximum Price Amendment with MegaKC Corporation, 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 4** 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 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 16<sup>th</sup> day of November, 2021.

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Bryant DeLong, *Mayor*

ATTEST:

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Crystal Doss, *City Clerk*



# DRAFT AIA® Document A133™ - 2019

## Exhibit A

### ***Guaranteed Maximum Price Amendment***

This Amendment dated the «16th» day of «November» in the year «2021», is incorporated into the accompanying AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the «11th» day of «November» in the year «2021» (the “Agreement”)  
*(In words, indicate day, month, and year.)*

for the following **PROJECT**:

NKC Downtown Streetscape  
Downtown North Kansas City  
Streetscape improvements along Armour Road and Swift Street and further detailed in Article I of the Agreement.

#### **THE OWNER:**

City of North Kansas City, Missouri, a third class city and political subdivision of the State of Missouri,  
2010 Howell  
North Kansas City, Missouri 64116

#### **THE CONSTRUCTION MANAGER:**

MegaKC Corporation, a Missouri corporation,  
1491 Iron Street  
North Kansas City, Missouri 64116

#### **TABLE OF ARTICLES**

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER’S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

#### **ARTICLE A.1 GUARANTEED MAXIMUM PRICE**

##### **§ A.1.1 Guaranteed Maximum Price**

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager’s Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

**§ A.1.1.1** The Contract Sum is guaranteed by the Construction Manager not to exceed « (\$ « » ), subject to additions and deductions by Change Order as provided in the Contract Documents.

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**§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager’s contingency; alternates; the Construction Manager’s Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

*(Provide itemized statement below or reference an attachment.)*

See the attached – “Exhibit C – GMP Cost Proposal Form”  
 Total GMP = \$3,996,438

**§ A.1.1.3** The Construction Manager’s Fee is set forth in Section 6.1.2 of the Agreement.

**§ A.1.1.4** The method of adjustment of the Construction Manager’s Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

**§ A.1.1.5 Alternates**

**§ A.1.1.5.1** Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
N/A	N/A

**§ A.1.1.5.2** Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
N/A	N/A	N/A

**§ A.1.1.6** Unit prices, if any:

*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
Included in Bid Package Quotes	N/A	N/A

**ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**§ A.2.1** The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

The date of execution of this Amendment.

Established as follows:

*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

**§ A.2.2** Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

**§ A.2.3 Substantial Completion**

**§ A.2.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

[ ] Not later than « » ( « » ) calendar days from the date of commencement of the Work.

[ X ] By the following date: See the Attached – “Exhibit D – Substantial Completion Dates for Basis of GMP”

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	N/A

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

#### ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A	N/A	N/A	N/A

§ A.3.1.2 The following Specifications:  
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

See the attached – “Exhibit A – List of Applicable Drawings and Contract Documents for GMP”

Section	Title	Date	Pages
See Above	N/A	N/A	N/A

§ A.3.1.3 The following Drawings:  
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

See the attached – “Exhibit A – List of Applicable Drawings and Contract Documents for GMP”

Number	Title	Date
See Above	N/A	N/A

§ A.3.1.4 The Sustainability Plan, if any:  
(If the Owner identified a Sustainable Objective in the Owner’s Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner’s and Construction Manager’s roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
N/A	N/A	N/A

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:  
(Identify each allowance.)

Item	Price
Project Force Account	\$150,000

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:  
*(Identify each assumption and clarification.)*

See the attached – “Exhibit B – Scope and Project Clarifications”

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:  
*(List any other documents or information here, or refer to an exhibit attached to this Amendment.)*

See the attached – “NKC Downtown Streetscape – GMP Proposal (2021-11-11)  
 See the Microsoft OneDrive Link – Includes Subcontractor/Vendor Quotes used for GMP in addition to Contract Documents  
 See the attached – “Exhibit A- List of Applicable Drawings and Contract Documents for GMP”  
 See the attached – “Exhibit B – Scope and Project Clarifications”  
 See the attached – “Exhibit C – GMP Cost Proposal Form”  
 See the attached – “Exhibit D – Substantial Completion Dates for Basis of GMP”  
 See the attached – “Exhibit E – Date of Required GMP Acceptance”

**ARTICLE A.4 CONSTRUCTION MANAGER’S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:  
*(List name, discipline, address, and other information.)*

See the attached – “Exhibit C – GMP Cost Proposal Form”

This Amendment to the Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
 OWNER *(Signature)*

Bryant DeLong, Mayor  
*(Printed name and title)*

\_\_\_\_\_  
 CONSTRUCTION MANAGER *(Signature)*

Tyler Wesselman, Executive Vice President  
*(Printed name and title)*



November 11, 2021

Anthony Sands  
Director of Public Works  
City of North Kansas City  
2010 Howell Street  
North Kansas City, MO 64116

Subject: North Kansas City Downtown Streetscape – Guaranteed Maximum Price Proposal (2021-11-11)

Dear Mr. Sands,

MegaKC Corporation is pleased to submit our Guaranteed Maximum Price (GMP) Proposal for the North Kansas City Downtown Streetscape Project. We have specifically included the below list of documents with additional information to accompany our GMP Proposal.

- Exhibit A – List of Applicable Drawings and Contract Documents for GMP
- Exhibit B – Scope and Project Clarifications
- Exhibit C – GMP Cost Proposal Form
- Exhibit D – Substantial Completion Dates for Basis of GMP
- Exhibit E – Date of Required GMP Acceptance

Our company looks forward to continuing our relationship with the City of North Kansas City and Confluence delivering outstanding client service to you as we move forward to complete this project. Please contact us with any questions.

Sincerely,

Tyler Wesselman / Executive Vice President  
816.918.0095 / [Tyler@megakc.com](mailto:Tyler@megakc.com)



## Exhibit A – List of Applicable Drawings and Contract Document for GMP

### ➤ Contract Documents

1. Bid Package Documents Used for Subcontractor Scopes includes the following Table of Contents and Documents:

#### **FRONT END**

000100	Project Title Page
000200	Table Of Contents

#### **PROCUREMENT AND CONTRACTING REQUIREMENTS**

001000	Invitation To Bid
002000	Bidding Requirements
002100	Form Of Agreement Between Contractor & Subcontractor
002100.3	Form Of Agreement Between Owner & Contractor
002200	General Conditions
002300	Special Conditions
002400	Annual Wage Order No. 28 – Clay County
002500	Bid Package Scopes of Work
003100	Construction Schedule & Phasing
004100	Bid Form

#### **SPECIFICATIONS**

260000	NKC Streetlighting Performance Specification
321316	Decorative Concrete Paving
321400	Unit Paving
328423	Underground Sprinklers
329000	Exterior Plantings

#### **DRAWING INDEX**

Confluence Project Plans – 60% Design Intent Drawings  
Existing Lighting & Irrigation Plans (For Reference Only)

2. Bid Package Used for Subcontractor Scopes and Includes the following Addenda:
  - a. Addendum #1 – Dated October 22, 2021
  - b. Addendum #2 – Dated October 28, 2021
  - c. Addendum #3 – Dated November 1, 2021



## Exhibit B – Scope and Project Clarifications

### ➤ General

- No rock excavation is included (no Geotech report was provided)
- Utility company fees and relocations are not included.
- No utility adjustments are included.
- No water, sanitary, or storm work is included.
- No flowable fill backfill is included.
- No design survey is included.
- Design services outside of electrical and irrigation are not included. Project to be built from 60% Plans provided by Confluence.
- It is assumed all pedestrian access will be maintained by using existing undisturbed behind all proposed work. If this is not possible, additional costs may be incurred to provide temporary business access. This will be billed via Force Account.

### ➤ Surveying

- See Bid Package 01 – Surveying

### ➤ Traffic Control

- See Bid Package 02 – Traffic Control
- Traffic control is included only for work within parking stalls. If vehicular traffic control is required to reduce a lane of traffic or detour, there will be an additional cost to be billed via Force Account.
- No permanent signage is included.
- No temporary or permanent striping is included.

### ➤ Tree Removals

- See Bid Package 03 – Tree Removals

### ➤ Removals & Replacement of Concrete/Topsoil

- See Bid Package 04 – Removals & Replacement of Concrete/Topsoil

### ➤ Brick Pavers

- See Bid Package 05 – Brick Pavers
- The option 1 (basketweave pattern) or option 3 (running bond pattern) brick paver patterns are included with the GMP. The Option 2 (herringbone pattern) will be an additional cost.

### ➤ Landscaping

- See bid Package 6 – Landscaping & Irrigation



➤ **Irrigation**

- See bid Package 6 – Landscaping & Irrigation
- No new water services are included.

➤ **Electrical & Streetlighting**

- See bid Package 7 – Electrical & Streetlighting
- Existing lighting is anticipated to be used if circuitry will allow for it to maintain operation through each phase.

➤ **Site Furnishings**

- See bid Package 8 – Site Furnishings
- Dumor Inc. furniture is anticipated for this project.

➤ **Pedestrian Safety (Pedestrian Barricades)**

- Up to 1,200 linear feet of pedestrian barriers are included for ten (10) months.
- These will be used as barrier between pedestrians and construction work zone along the undisturbed sidewalks at storefronts.

➤ **Quality Control Testing**

- This is an allowance to be billed against based on the rates included in the GMP Cost Proposal.
- Testing is to be as directed by the City.





## Exhibit C – GMP Cost Proposal Form

### ➤ Guaranteed Maximum Price Proposal

- Guaranteed Maximum Price Proposal: **\$3,996,438**
  - a. See Next Page for Detailed Breakdown on Costs
- Anticipated List of Subcontractors/Vendors:
  - a. Surveying – **Boundary & Construction Surveying Inc.**
  - b. Traffic Control – **IBC Traffic Inc.**
  - c. Tree Removals – **Custom Tree Care Inc.**
  - d. Removals & Replacement of Concrete/Topsoil – **MegaKC Corporation**
  - e. Brick Pavers – **Outlook, Inc.**
  - f. Landscaping – **Stonegait Farm & Nursery**
  - g. Irrigation – **Embassy Landscape Group, Inc.**
  - h. Electrical & Streetlighting – **Mark One Electric Company, Inc.**
  - i. Site Furnishings – **MegaKC Corporation**
  - j. Pedestrian Safety (Pedestrian Barricades) – **IBC Traffic Inc.**
  - k. Quality Control Testing (Allowance) – **Geotechnology Inc.**

### ➤ Guaranteed Maximum Price Details

- No Alternates were provided with this GMP.
- Unit Prices may be added as applicable per the scope package quotes.
- The GMP includes \$150,000 for the project force account (CM Fee not Applied to this Amount).
- The follow allowances to be used by the Construction Manager as needed are included:
  - a. Surveying - \$3,000
  - b. Traffic Control - \$3,000
  - c. Tree Removals - \$2,000
  - d. Removal & Replacement of Concrete/Topsoil - \$10,500
  - e. Brick Pavers - \$3,000
  - f. Landscaping - \$2,500
  - g. Irrigation - \$5,000
  - h. Electrical & Streetlighting - \$10,000
  - i. Site Furnishings - \$0



<b>To:</b>	City Of North Kansas City, MO	<b>Contact:</b>	Anthony Sands
<b>Address:</b>	2010 Howell St North Kansas City, MO 64116	<b>Phone:</b>	
<b>Project Name:</b>	North Kansas City Streetscape - CM @ Risk	<b>Bid Number:</b>	
<b>Project Location:</b>	Downtown, North Kansas City, MO	<b>Bid Date:</b>	11/11/2021

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
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### Base Bid W/ CM Fee

#### Costs

1	Surveying	1.00	LS	\$32,000.00	\$32,000.00
2	Traffic Control	1.00	LS	\$34,800.00	\$34,800.00
3	Tree Removals	1.00	LS	\$38,200.00	\$38,200.00
4	Removals & Replacement Of Concrete/Topsoil	1.00	LS	\$1,095,350.00	\$1,095,350.00
5	Brick Pavers	1.00	LS	\$213,110.00	\$213,110.00
6.a	Landscaping	1.00	LS	\$100,674.00	\$100,674.00
6.b	Irrigation	1.00	LS	\$139,945.00	\$139,945.00
7	Electrical & Streetlighting	1.00	LS	\$1,340,929.00	\$1,340,929.00
8	Site Furnishings	1.00	LS	\$218,425.00	\$218,425.00
9	Pedestrian Safety (Pedestrian Barricades)	1.00	LS	\$29,500.00	\$29,500.00
10	Quality Control Testing	1.00	LS	\$15,000.00	\$15,000.00

**Total Price for above Costs Items: \$3,257,933.00**

#### CM Fee

11	CMAR Fees (15.3% Of Total Price)	1.00	LS	\$588,505.00	\$588,505.00
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**Total Price for above CM Fee Items: \$588,505.00**

**Total Price for above Base Bid W/ CM Fee Items: \$3,846,438.00**

### Force Account

#### Force Account

12	Force Account	1.00	LS	\$150,000.00	\$150,000.00
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**Total Price for above Force Account Items: \$150,000.00**

**Total Price for above Force Account Items: \$150,000.00**

**Total Bid Price: \$3,996,438.00**



## Exhibit D – Substantial Completion Dates for Basis of GMP

### ➤ Design Milestone Dates

- Design Phase Milestones:
  - a. 100% Electrical Design: 120 Calendar Days after Notice to Proceed and Subcontract
  - b. 100% Irrigation Design: 120 Calendar Days after Notice to Proceed and Subcontract
  - c. ADA Ramps Design: Design Survey Underway and Final ADA Ramp Design to be complete prior to start of construction on site.

### ➤ Construction Milestone Dates

- Construction Phase Milestones:
  - a. Notice to Proceed for Construction After GMP: December 6<sup>th</sup>, 2021
  - b. All Dates based on the Above Design Phase Milestones being Achieved
  - c. Substantial Completion: October 31<sup>st</sup>, 2022
  - d. Final Completion: November 30<sup>th</sup>, 2022
  - e. Weather days above and beyond average expected weather days for the area will be added to the contract completion dates as applicable.



## Exhibit E – Date of Required GMP Acceptance

### ➤ **Date of Required GMP Acceptance**

- The Exhibit A – Guaranteed Maximum Price Amendment and the referenced documents must be accepted by December 10<sup>th</sup>, 2021. Material prices are subject to adjustment after this date.

**RESOLUTION NO. 21-086**

**A RESOLUTION AMENDING THE GAMING FUND BUDGET FOR FISCAL YEAR 2021-2022 IN THE AMOUNT OF \$1,040,938 FOR THE DOWNTOWN STREETScape PROJECT**

**WHEREAS**, the City of North Kansas City, Missouri adopted the fiscal year 2021-2022 Budget on September 21, 2021, Resolution No. 21-074, using estimates of income and expenditures established at that time; and

**WHEREAS**, at its June 1, 2021 meeting, the City Council approved a contract with MegaKC to serve as the Construction Manager at Risk (CMAR) for NKC’s downtown streetscape update; and

**WHEREAS**, on October 5, 2021, the City Council work session reviewed the progress on this project and estimated costs were projected to exceed the original budget; and

**WHEREAS**, bid packages for the project were opened November 4<sup>th</sup>, increasing the total project estimate to \$3,996,438; and

**WHEREAS**, staff recommends a budget amendment at the next City Council meeting to amend the FY 2022 Budget for \$1,040,938.

**NOW, THEREFORE, BE IT RESOLVED** that the following amendment shall be made to the fiscal year 2021-2022 Budget as follows:

**GAMING FUND**

		<u>Increase</u>	<u>Decrease</u>
<b><u>Revenues</u></b>			
Balance Appropriation	25-3900	\$1,040,938	
<b><u>Expenditures</u></b>			
Downtown Streetscape	25-535-8770	\$1,040,938	
Project #661-1			

**DONE** this 16<sup>th</sup> day of November, 2021

\_\_\_\_\_  
Bryant DeLong, Mayor

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

## MEMORANDUM

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**TO:** Mayor and City Councilmembers

**FROM:** Thomas E. Barzee, Jr., *City Counselor*  
Kevin Freeman, *Police Chief*

**RE:** *Ordinance Repealing Section 10.04.060 Dealing with Coasters, Roller Skates and Similar Devices in the City*

**DATE:** November 16, 2021

**CC:** Kim Nakahodo, *Interim City Administrator*

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During the City Council meeting on October 19, 2021, the City Council passed Ordinance No. 9431, which amended § 10.68.060 of the Code of the City of North Kansas City, Missouri (the “**City Code**”). As you may recall, the amended § 10.68.060 addresses the riding of skateboards, skates and other similar devices in the City.

Subsequently, the Police Department discovered in a different section and chapter of the City Code language that is in conflict with the recently enacted Ordinance No. 9431, which effectively rewrote by substantially amending § 10.68.060 of the City Code. Consequently, it is recommended that the conflicting code provision found in § 10.04.060 of the City Code be repealed. Section 10.04.060 addresses coasters, roller skates and similar devices operating within the City. The purpose of the attached ordinance, if enacted by the City Council and approved by the Mayor, is to repeal § 10.04.060 of the City Code. An ordinance repealing § 10.04.060 of the City Code is attached hereto for your consideration.

Hopefully, this memorandum has been helpful. Should you have any questions or comments, please do not hesitate to contact either Chief Freeman or me.

**AN ORDINANCE REPEALING SECTION 10.04.060, “COASTERS, ROLLER SKATES AND SIMILAR DEVICES RESTRICTED,” OF CHAPTER 10.04, “GENERAL PROVISIONS,” OF TITLE 10, “VEHICLES AND TRAFFIC,” OF THE CODE OF THE CITY OF NORTH KANSAS CITY, MISSOURI.**

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

**WHEREAS**, the Legislature of the State of Missouri has in MO. REV. STAT. § 77.260, delegated the responsibility to local governmental units, including the City, to adopt traffic control standards and regulations designed to protect the health, safety, and general welfare; and

**WHEREAS**, by passage of Ordinance No. 9431 on October 19, 2021, the City Council adopted new regulations with respect to operating roller skates and certain other described devices within the City and § 10.04.060 of the Code of the City of North Kansas City, Missouri (the “**City Code**”) is in conflict with Ordinance No. 9431; and

**WHEREAS**, the City Council desires to repeal § 10.04.060 of the City regarding the use of coasters, roller skates and similar devices in the City.

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

**Section 1.** Section 10.04.060, “Coasters, roller skates and similar devices restricted,” of Chapter 10.04, “General Provisions,” of Title 10, “Vehicles and Traffic,” of the City Code, is hereby repealed in its entirety.

**Section 2.** Providing for Repeal or Amendment of Conflicting Ordinances or Parts Thereof. Section 31-18 of Ordinance No. 1932 and all other ordinances or parts of ordinances in conflict with the provisions of this ordinance, or any parts hereof, are hereby amended to conform to the provisions and requirements of this ordinance or repealed, whichever will best carryout 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 -upon passage by the City Council and approval by the Mayor.

**PASSED** this 16<sup>th</sup> day of November, 2021.

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Bryant DeLong, *Mayor*

**ATTEST:**

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Crystal Doss, *City Clerk*

**APPROVED** this 16<sup>th</sup> day of November, 2021.

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Bryant DeLong, *Mayor*

**APPROVED AS TO FORM:**

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Anthony Bologna, *City Attorney*

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



**BILL NO. 7649**

**ORDINANCE NO. 9446**

**AN ORDINANCE AUTHORIZING PAYMENT FOR CERTAIN ACCOUNTS  
DUE AND PAYABLE BY THE CITY THROUGH NOVEMBER 12, 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	472,190.31
B. Payroll Transfers	415,994.57
C. Transportation Sales Tax	61,897.54
D. Convention & Tourism	375.00
E. Gaming Fund	38,927.53
F. Community Center	—
G. Water Fund	971,409.89
H. Sewerage System Fund	4,159.06
I. Pension Fund	—
J. Northgate Capital Project	—
K. Health Fund	—
L. Communications Fund	—
	<hr/>
	\$ 1,964,953.90
	<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 16th day of November, 2021**

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*Mayor*

**APPROVED this 16th day of November, 2021**

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*Mayor*

**ATTEST:**

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*City Clerk*



## PAYMENT ORDINANCE DETAIL FOR NOVEMBER 12, 2021

	VISA WIRE	CHECK/DRAFT	TOTAL
GENERAL FUND	\$ -	472,190.31	472,190.31
PARKS & RECREATION	-	29,643.47	29,643.47
LIBRARY	-	12,725.12	12,725.12
TRANSPORTATION	-	61,897.54	61,897.54
CONVENTION & TOURISM	-	375.00	375.00
GAMING FUND	-	38,927.53	38,927.53
NORTHGATE CAPITAL PROJECT	-	—	—
HEALTH FUND	-	—	—
WATER	-	971,409.89	971,409.89
SEWER	-	4,159.06	4,159.06
COMMUNITY CENTER	-	0.00	—
COMMUNICATIONS FUND	-	0.00	—
PENSION	-	—	—
<b>REPORT SUB-TOTAL</b>	<b>\$ -</b>	<b>\$ 1,591,327.92</b>	<b>\$ 1,591,327.92</b>

<b>PAYROLL TRANSFERS THROUGH NOVEMBER 12, 2021</b>	415,994.57
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<b>Total Payments</b>	<b>\$ 2,007,322.49</b>
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Less Parks & Library	(42,368.59)
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<b>ORDINANCE TOTAL</b>	<b>\$ 1,964,953.90</b>
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North Kansas City, MO

# Expense Approval Report

## By Segment (Select Below)

Payment Dates 11/3/2021 - 11/17/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MISSOURI DEPT OF REVENUE	COURT AUTO JUN THRU OCT	11/02/2021	COURT AUTOMATION JUN TH	10-2103	469.00
MISSOURI DEPT OF REVENUE	CRIME VICTIM JUN THRU OCT	11/02/2021	CRIME VICTIM JUN THRU OCT	10-2410	1,084.76
CLAY COUNTY TREASURER	DV JUN THRU OCT 2021	11/02/2021	DOMESTIC VIOLENCE FUND J	10-2415	590.00
MISSOURI STATE TREASURER	POST JUN THRU OCT 2021	11/02/2021	POST FUND JUNE THRU OCT 2	10-2418	153.00
MISSOURI SHERIFF'S RETIREM	SHERIFF FUND JUNE 2021	11/02/2021	SHERIFF FUND JUN 2021	10-2412	273.00
CLAY COUNTY TREASURER	SMC DV JUL THRU OCT 2021	11/02/2021	SMC DV FUND JULY THRU OC	10-2415	1,612.00
CLAY COUNTY TREASURER	SMC DV MAR THRU JUN 2021	11/02/2021	SMC DV FUND MARCH THRU J	10-2415	840.00
BRADY PHILLIPS	11/01/21	11/04/2021	SHELTER #2 DEPOSIT REFUND	20-4661	50.00
EUGENE MAHONEY	11/1/21	11/04/2021	CANCELLED BRANSON TRIP	20-4664	500.00
CONTINENTAL AMERICAN INS	INV0001552	11/09/2021	CI PREMIUM	10-2257	348.01
CONTINENTAL AMERICAN INS	INV0001552	11/09/2021	CI PREMIUM	22-2257	53.10
CITY OF NORTH KANSAS CITY	INV0001553	11/10/2021	FLEX DC	10-2266	333.33
CITY OF NORTH KANSAS CITY	INV0001553	11/10/2021	FLEX MEDICAL	10-2267	940.51
CITY OF NORTH KANSAS CITY	INV0001553	11/10/2021	FLEX MEDICAL	20-2267	218.75
CITY OF NORTH KANSAS CITY	INV0001553	11/10/2021	FLEX MEDICAL	22-2267	41.67
CITY OF NORTH KANSAS CITY	INV0001553	11/10/2021	FLEX MEDICAL	60-2267	104.17
USBANK - INSTITUTIONAL T	INV0001554	11/10/2021	P&F PENSION FIRE-EE	10-2251	4,267.09
USBANK - INSTITUTIONAL T	INV0001554	11/10/2021	P&F PENSION POLICE-EE	10-2251	2,757.08
MO DEPT SALES TAX	11-9-21	11/11/2021	OCT SALES TAX	60-2050	6,111.52
					<b>20,746.99</b>

**Department: 505 - ADMINISTRATION**

WEST PUBLISHING CORP	845258428	11/05/2021	ADMIN WEST LAW -- \$1000.0	10-505-6030	1,000.00
WEST PUBLISHING CORP	845350933	11/05/2021	ADMIN WEST LAW -- \$154.68	10-505-6030	154.68
MUNICIPAL CODE CORP	00363594	09/30/2021	PDF SUPPLEMENTS	10-505-6321	550.40
BLUE CROSS BLUE SHIELD OF	11/8/21	11/11/2021	PCA INVOICE 11/8/21	10-505-5310	80.81
NORTH KANSAS CITY BUS CO	1444	11/11/2021	NKCBC LUNCHEON -- ZACH CL	10-505-5427	22.00
NORTH KANSAS CITY BUS CO	1452	11/11/2021	NKCBC LUNCHEON -- ANTHO	10-505-5427	22.00
OFFICE DEPOT INC	205993356001	11/11/2021	OFFICE SUPPLIES	10-505-7001	78.83
<b>Department 505 - ADMINISTRATION Total:</b>					<b>1,908.72</b>

**Department: 510 - FIRE**

EVERYTHING2GO.COM LLC	EU293A31	11/01/2021	FD High Back Chairs for the CI	10-510-8750	4,470.00
BLUE CROSS BLUE SHIELD OF	11/1/21	11/04/2021	PCA INVOICE 11/1/21	10-510-5310	121.89
MEDASSURE HEARTLAND LLC	145582	11/09/2021	monthly bio-waste removal	10-510-7011	41.20
MEDASSURE HEARTLAND LLC	145775	11/09/2021	monthly bio-waste removal	10-510-7011	41.20
HEARTLAND TIRES & TREADS	2000066513	11/09/2021	Tire flat Rescue vehilce 6 Fire	10-510-7140	47.78
OFFICE DEPOT INC	204916678001	11/09/2021	Adhesive Spray	10-510-7001	4.67
OFFICE DEPOT INC	204921877001	11/09/2021	copy paper case	10-510-7001	30.98
OFFICE DEPOT INC	204921881001	11/09/2021	Shutter stamp "Copy"	10-510-7001	4.88
MEDICAL EQUIPMENT SOLUTI	335961	11/09/2021	Oxytote - M-12 Oxytote	10-510-7011	39.75
ED M FELD EQUIPMENT CO IN	395182-IN	11/09/2021	2 Helmut Shields	10-510-7050	104.00
CONRAD FIRE EQUIPMENT IN	555666	11/09/2021	904 Airbag malfunction - Clea	10-510-7140	1,350.77
BOUND TREE MEDICAL LLC	84257720	11/09/2021	Nitroglycerin pump spray	10-510-7011	446.97
BOUND TREE MEDICAL LLC	84259562	11/09/2021	BTM Distributor Nitroglycerin	10-510-7011	268.54
BOUND TREE MEDICAL LLC	84259563	11/09/2021	Epinephrine Luer jet	10-510-7011	189.94
BOUND TREE MEDICAL LLC	84261105	11/09/2021	Single Limb circuit - Peep valv	10-510-7011	261.30
BOUND TREE MEDICAL LLC	84261106	11/09/2021	Curaplex suction kit, Starter Ki	10-510-7011	118.00
BOUND TREE MEDICAL LLC	84272307	11/09/2021	Flowmeter Chrome plated 0-1	10-510-7011	69.02
BOUND TREE MEDICAL LLC	84272308	11/09/2021	INTROSSEOUS Needle, Prep. R	10-510-7011	79.40
Office Essentials Inc	CIV1663561	11/09/2021	Air Freshner, Laundry Det, Ble	10-510-7014	105.44
USBANK - INSTITUTIONAL T	INV0001554	11/10/2021	P&F PENSION FIRE-ER	10-510-5220	9,497.72
BLUE CROSS BLUE SHIELD OF	11/8/21	11/11/2021	PCA INVOICE 11/8/21	10-510-5310	113.86
<b>Department 510 - FIRE Total:</b>					<b>17,407.31</b>

## Expense Approval Report

Payment Dates: 11/3/2021 - 11/17/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Department: 515 - POLICE</b>					
OUTDOOR RESTROOMS LLC	498937	10/29/2021	RANGE RESTROOM SERVICE N	10-515-7022	55.00
METRO CHIEFS-SHERIFFS ASS	11-01-2021	11/03/2021	MCSA 2021 AWARDS FOR VAL	10-515-6050	112.00
JASON B HODGDON	7002	11/03/2021	BIO DECON URINE IN JAIL	10-515-7020	95.00
BLUE CROSS BLUE SHIELD OF	11/1/21	11/04/2021	PCA INVOICE 11/1/21	10-515-5310	422.33
SOLI'S PRINTING INC	174741	11/04/2021	REPORT REFERRAL FORMS	10-515-7001	421.00
EQUIFAX INFORMATION SERVI	6568365	11/04/2021	EQUIFAX NOV 21	10-515-7018	75.64
KIESLER POLICE SUPPLY, INC	IN176583	11/05/2021	SHIPPING	10-515-8750	224.00
KIESLER POLICE SUPPLY, INC	IN176583	11/05/2021	5.56 SIMUNITIONS ROUNDS	10-515-8750	4,148.69
USBANK - INSTITUTIONAL T	INV0001554	11/10/2021	P&F PENSION POLICE-ER	10-515-5220	6,136.71
BLUE CROSS BLUE SHIELD OF	11/8/21	11/11/2021	PCA INVOICE 11/8/21	10-515-5310	467.04
<b>Department 515 - POLICE Total:</b>					<b>12,157.41</b>
<b>Department: 521 - BUILDINGS &amp; GROUNDS</b>					
STEAMATIC OF KC INC	23090	10/29/2021	Mold Remediation - Library	10-521-7110	1,700.00
CARRIER CORPORATION	90158974	10/29/2021	HVAC Repairs	10-521-7110	1,338.00
World Fuel Services Inc	126723	11/03/2021	Gasoline	10-521-7075	1,159.31
UniFirst Corporation #229	2932230	11/09/2021	Bi-weekly mat service	10-521-7110	58.58
SHRED-IT US JV LLC	8000362858	11/09/2021	Document Shredding	10-521-6057	32.85
Charter Communications Hold	0132711103021	11/11/2021	B&G	10-521-7090	205.00
<b>Department 521 - BUILDINGS &amp; GROUNDS Total:</b>					<b>4,493.74</b>
<b>Department: 524 - CONVENTION &amp; TOURISM</b>					
MATHEW MAYNOR	120478	11/05/2021	November ExploreNKC.com s	24-524-6090	125.00
MARK BARBER	21-014	11/11/2021	SANTA FOR MAYOR'S TREE	24-524-6090	250.00
<b>Department 524 - CONVENTION &amp; TOURISM Total:</b>					<b>375.00</b>
<b>Department: 525 - PUBLIC WORKS ADMIN</b>					
THOROUGHbred FORD INC	704875	10/29/2021	Truck Repairs	10-525-7120	460.78
THOROUGHbred FORD INC	704875	10/29/2021	Truck Repairs	10-525-7140	500.00
<b>Department 525 - PUBLIC WORKS ADMIN Total:</b>					<b>960.78</b>
<b>Department: 526 - COMMUNITY DEVELOPMENT</b>					
NECCO COFFEE INC	138809	11/02/2021	CD Necco Encumbrance	10-526-7001	65.96
<b>Department 526 - COMMUNITY DEVELOPMENT Total:</b>					<b>65.96</b>
<b>Department: 533 - INTERDEPARTMENTAL</b>					
JIM'S DISPOSAL SERVICE LLC	56185	11/03/2021	Monthly Trash Service	10-533-6750	20,503.56
MCI	05366225	11/04/2021	BILL PAYER ID #93147422	10-533-6730	366.80
SPIRE MISSOURI INC	10/27/21	11/04/2021	Various Accounts Paid	10-533-6720	147.27
Evergy	11/1/21	11/04/2021	EVERGY BILLS 9/30 TO 10/31	10-533-6710	440.74
MERITAS HEALTH CORP	INV0001551	11/09/2021	ANNUAL PHYS/IMMUNIZATIO	10-533-5440	37.00
Hub International Midwest Li	2439400	11/11/2021	FY 2022 Insurance Premiums	10-533-6310	399,452.00
WINDSTREAM CORPORATION	74297940	11/11/2021	10/8 TO 11/7 SERVICES ACCT	10-533-6730	581.24
<b>Department 533 - INTERDEPARTMENTAL Total:</b>					<b>421,528.61</b>
<b>Department: 535 - GAMING</b>					
BRIAN CLARK & ASSOCIATES I	22048	09/30/2021	Encumbered - Downtown Stre	25-535-8770	4,156.30
OLSSON ASSOCIATES	400865	11/02/2021	Burlington Streetscape WO1 P	25-535-8770	14,607.99
Wilson & Company	99045	11/02/2021	16 & Clay on-call TO3 Prof Ser	25-535-8770	12,677.91
911 CUSTOM LLC	45001	11/05/2021	616 CHANGEOVER	25-535-8750	5,235.33
C M J Lawn	28526	11/09/2021	Monthly Lawn Service	25-535-6090	2,250.00
<b>Department 535 - GAMING Total:</b>					<b>38,927.53</b>
<b>Department: 540 - PARKS &amp; RECREATION</b>					
MEGA INDUSTRIES CORP	Application 20211031	09/30/2021	MACKEN PARK BASEBALL FIEL	20-540-8720	16,055.00
SPIRE MISSOURI INC	10/27/21	11/04/2021	Various Accounts Paid	20-540-6720	105.60
HEARTLAND HEMA LLC	11/3/21	11/04/2021	HEMA INSTRUCTION MAY-OC	20-540-7090	2,075.00
LIBERTY SPORTS OFFICIALS	11/4/21	11/04/2021	UMPIRES FOR FALL COED AND	20-540-7090	448.00
The Clark Enersen Partners	12	09/30/2021	MACKEN PARK BALL DIAMON	20-540-8770	1,500.00
ICE MASTERS INC	00509185	11/09/2021	Monthly Ice Machine Rental	20-540-7110	130.00
OFFICE DEPOT INC	200715741002	11/09/2021	Office Supplies-Mailbox	20-540-7001	36.22
OFFICE DEPOT INC	208570227001	11/09/2021	Office Supplies-Easels, paper	20-540-7001	138.17
NATIONAL EXTERMINATING	2598957	11/09/2021	Pest Control Monthly Fee for	20-540-7190	47.00
NATIONAL EXTERMINATING	2599759	11/09/2021	Pest Control Monthly Fee for	20-540-7110	72.00

## Expense Approval Report

Payment Dates: 11/3/2021 - 11/17/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
FRY & ASSOCIATES, INC	32598	11/09/2021	Playground maintenance	20-540-7190	92.66
IDENTITY MARKETING GROUP	730811	11/09/2021	Ladies Night Out Cosmetic Ba	20-540-6620	326.24
Chloe Cook	105	11/11/2021	BEGINNING CHEERLEADING	20-540-7090	80.00
BRAD ZIMMERMAN	11/10/21	11/11/2021	CARLOERS FOR MISTLETOWN	20-540-6620	400.00
David Ewan	11-9-21	11/11/2021	NOV BINGO TURKEY DINNER	20-540-6630	1,292.74
MARK BARBER	21-01	11/11/2021	SANTA FOR MISTLETOWNE M	20-540-6620	200.00
Embrace the Grape LLC	211005	11/11/2021	LADIES NOT OUT	20-540-6620	252.50
WINDSTREAM CORPORATION	74297940	11/11/2021	8/8/19-9/8/19 SERVICES ACCT	20-540-6730	31.59
BUSCO, INC.	835540	11/11/2021	SENIOR TRIP TO BRANSON	20-540-6630	5,592.00
<b>Department 540 - PARKS &amp; RECREATION Total:</b>					<b>28,874.72</b>

**Department: 550 - LIBRARY**

HI-GENE'S JANITORIAL SVC IN	70842	09/30/2021	CUSTODIAL	21-550-6330	1,335.00
HI-GENE'S JANITORIAL SVC IN	71194	09/30/2021	CUSTODIAL	21-550-6330	1,335.00
HI-GENE'S JANITORIAL SVC IN	71194-1	09/30/2021	BUILD MAINT	21-550-7110	379.70
HI-GENE'S JANITORIAL SVC IN	71633	09/30/2021	CUSTODIAL	21-550-6330	1,335.00
HI-GENE'S JANITORIAL SVC IN	71633-1	09/30/2021	BUILDING MAINT	21-550-7110	135.50
Christine M Duer	CD092221	09/30/2021	ADULT PROGRAM	21-550-7325	120.00
HI-GENE'S JANITORIAL SVC IN	72167	09/30/2021	CUSTODIAL	21-550-6330	1,335.00
AT&T	10/19/2021	11/04/2021	SERVICE 10/19 TO 11/18	21-550-6730	549.21
VERIZON WIRELESS SVCS LLC	9891240076	11/04/2021	SERVICE 10/23 TO 11/22	21-550-6730	107.26
NORTH KC SECURITY PATROL	102331	11/08/2021	MAINT AGREEMENT	21-550-6110	30.00
PROFESSIONAL PEST SOLUTIO	10516	11/08/2021	BLDG MAINT	21-550-7110	100.00
CENTER POINT INC	1888997	11/08/2021	BOOKS	21-550-7370	417.66
MIDWEST TAPE LLC	501164802	11/08/2021	AUDIOVISUAL	21-550-7340	13.49
MIDWEST TAPE LLC	501164804	11/08/2021	AUDIOVISUAL	21-550-7340	22.49
MIDWEST TAPE LLC	501199977	11/08/2021	AUDIOVISUAL	21-550-7340	23.24
MIDWEST TAPE LLC	501199978	11/08/2021	AUDIOVISUAL	21-550-7340	22.49
WELLS FARGO FINANCIAL LEA	5017359918	11/08/2021	MAINT AGREEMENT	21-550-6110	92.00
INGRAM LIBRARY SERVICES	55378946	11/08/2021	BOOKS	21-550-7370	510.89
INGRAM LIBRARY SERVICES	55424977	11/08/2021	BOOKS	21-550-7370	532.26
INGRAM LIBRARY SERVICES	55489498	11/08/2021	BOOKS	21-550-7370	286.34
INGRAM LIBRARY SERVICES	55497480	11/08/2021	BOOKS	21-550-7370	748.57
INGRAM LIBRARY SERVICES	55566172	11/08/2021	BOOKS	21-550-7370	500.85
HI-GENE'S JANITORIAL SVC IN	72512	11/08/2021	CUSTODIAL	21-550-6330	1,335.00
HI-GENE'S JANITORIAL SVC IN	72512-1	11/08/2021	SUPPLIES	21-550-7110	444.80
DE LAGE LANDEN FINANCIAL	74317007	11/08/2021	MAINT AGREEMENT	21-550-6110	97.00
CENGAGE LEARNING INC	76061856	11/08/2021	BOOKS	21-550-7370	91.66
CENGAGE LEARNING INC	76062100	11/08/2021	BOOKS	21-550-7370	45.73
CENGAGE LEARNING INC	76062513	11/08/2021	BOOKS	21-550-7370	39.73
SHRED-IT US JV LLC	8000211176	11/08/2021	SERVICES	21-550-6355	67.15
THE PITNEY BOWES BANK INC	8000900000208995	11/08/2021	POSTAGE	21-550-7009	137.90
Amy Vance	AV1021	11/08/2021	ADULT PROGRAM	21-550-7325	50.00
SHI INTERNATIONAL CORP	B13487910	11/08/2021	COMPUTER SUPPLIES	21-550-7002	250.20
Christine M Duer	CD102021	11/08/2021	ADULT PROGRAM	21-550-7325	120.00
Joy J Hood	JH1021	11/08/2021	ADULT PROGRAM	21-550-7325	114.00
<b>Department 550 - LIBRARY Total:</b>					<b>12,725.12</b>

**Department: 560 - WATER**

BURNS & MCDONNELL ENGR	101403-44	09/30/2021	WATER PLANT REPAIRS	60-560-8730	7,011.98
KANSAS CITY WINWATER WO	287464	09/30/2021	Water Repairs	60-560-8770	330.00
KANSAS CITY WINWATER WO	285567	10/29/2021	Emergency Water Repair	60-560-8770	485.00
HAWKINS INC	6054683	10/29/2021	Chlorine	60-560-7005	1,456.56
OTIS ELEVATOR CO INC	19208001	11/03/2021	Elevator Repair	60-560-7110	620.00
MCI	05366225	11/04/2021	BILL PAYER ID #93147422	60-560-6730	73.15
SPIRE MISSOURI INC	10/27/21	11/04/2021	Various Accounts Paid	60-560-6720	137.37
MEGA INDUSTRIES CORP	Application 12 20210930	09/30/2021	Water Treatment Plant Impro	60-560-8730	937,458.00
Gerald C Charlton	C1_NKC 2021-10	09/30/2021	water plant rehab, engineerin	60-560-8730	10,808.50
LINDE GAS & EQUIPMENT INC	67031415	11/09/2021	CO2	60-560-7005	4,827.49
SCHULTE SUPPLY INC	51178968	11/09/2021	Marking Paint	60-560-7150	1,138.86
KC WATER SERVICE DEPT	11-10-21	11/11/2021	000175281 0377543 6	60-560-6740	344.00
KC WATER SERVICE DEPT	11-10-21	11/11/2021	000175281 0185705 9	60-560-6740	452.75

Expense Approval Report

Payment Dates: 11/3/2021 - 11/17/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WINDSTREAM CORPORATION	74297940	11/11/2021	8/8/19-9/8/19 SERVICES ACCT	60-560-6730	50.54
				<b>Department 560 - WATER Total:</b>	<b>965,194.20</b>
<b>Department: 570 - WATER POLLUTION CONTROL</b>					
ALLIED FENCE AND SECURITY	2-3108	09/30/2021	Harrah's gate repair	61-570-7110	206.25
New Horizons Enterprises LLC	2021-617B	09/30/2021	Restoration of groundwater m	61-570-8770	369.00
TELEDYNE ISCO INC	20496053	10/29/2021	Replacement batteries for ISC	61-570-7210	1,569.00
ZOLL MEDICAL CORP	3378512	09/30/2021	Equipment for WPC	61-570-8730	1,721.88
MCI	05366225	11/04/2021	BILL PAYER ID #93147422	61-570-6730	73.15
SPIRE MISSOURI INC	10/27/21	11/04/2021	Various Accounts Paid	61-570-6720	95.83
KEYSTONE LABORATORIES INC	1E09137	11/09/2021	Lab Testing	61-570-6430	105.00
WINDSTREAM CORPORATION	74297940	11/11/2021	8/8/19-9/8/19 SERVICES ACCT	61-570-6730	18.95
				<b>Department 570 - WATER POLLUTION CONTROL Total:</b>	<b>4,159.06</b>
<b>Department: 580 - TRANSPORTATION</b>					
CUSTOM TREE CARE INC	20174	09/30/2021	Tree Maintenance	22-580-7181	5,986.25
CUSTOM TREE CARE INC	20193	09/30/2021	tree trimming, removals, grin	22-580-7181	6,100.00
ROAD RUNNER SAFETY SVCS, I	13574	10/29/2021	Traffic Control Barricades	22-580-8770	2,538.75
J&D EQUIPMENT, INC.	42272	10/29/2021	Snow Plow Parts	22-580-7110	2,217.28
CENTRAL SALT LLC	41851	11/01/2021	Ice Control Salt	22-580-7040	10,616.07
CUSTOM LIGHTING SERVICES	1217974	11/03/2021	Streetlight Maintenance	22-580-7184	367.88
MCI	05366225	11/04/2021	BILL PAYER ID #93147422	22-580-6730	73.15
SPIRE MISSOURI INC	10/27/21	11/04/2021	Various Accounts Paid	22-580-6720	228.07
Evergy	11/1/21	11/04/2021	EVERGY BILLS 9/30 TO 10/31	22-580-6710	66.29
Evergy	11/1/21	11/04/2021	EVERGY BILLS 9/30 TO 10/31	22-580-6711	28,238.29
Evergy	11/1/21	11/04/2021	EVERGY BILLS 9/30 TO 10/31	22-580-6712	5,325.25
Evergy	11/4/21	11/11/2021	EVERGY 10/4 TO 11/3	22-580-6710	32.85
WINDSTREAM CORPORATION	74297940	11/11/2021	8/8/19-9/8/19 SERVICES ACCT	22-580-6730	12.64
				<b>Department 580 - TRANSPORTATION Total:</b>	<b>61,802.77</b>
<b>Grand Total:</b>					<b>1,591,327.92</b>

## Report Summary

## Fund Summary

Fund	Payment Amount
10 - GENERAL FUND	472,190.31
20 - PARKS & RECREATION	29,643.47
21 - LIBRARY	12,725.12
22 - TRANSPORTATION	61,897.54
24 - CONVENTION & TOURISM	375.00
25 - GAMING	38,927.53
60 - WATER FUND	971,409.89
61 - WATER POLLUTION CONTROL	4,159.06
<b>Grand Total:</b>	<b>1,591,327.92</b>

## Account Summary

Account Number	Account Name	Payment Amount
10-2103	Show Me Court Fee	469.00
10-2251	FIRE & POLICE PENSION	7,024.17
10-2257	CRITICAL HEALTH INS	348.01
10-2266	DEPENDENT CARE	333.33
10-2267	MEDICAL REIMBURSEM	940.51
10-2410	CRIME VICTIMS COMP P	1,084.76
10-2412	SHERRIFF'S & INMATE'S	273.00
10-2415	SAFEHAVEN COURT FEES	3,042.00
10-2418	POST OFFICER TRAINING	153.00
10-505-5310	HEALTH, DENTAL & LIFE I	80.81
10-505-5427	TRAINING & TRAVEL - EL	44.00
10-505-6030	OTHER LEGAL COSTS	1,154.68
10-505-6321	ORDINANCE CODIFICATI	550.40
10-505-7001	OFFICE SUPPLIES	78.83
10-510-5220	PENSION EXPENSE	9,497.72
10-510-5310	HEALTH, DENTAL & LIFE I	235.75
10-510-7001	OFFICE SUPPLIES	40.53
10-510-7011	FIRST AID SUPPLIES	1,555.32
10-510-7014	QUARTERS MAINTENAN	105.44
10-510-7050	UNIFORMS	104.00
10-510-7140	VEHICLE MAINTENANCE	1,398.55
10-510-8750	EQUIPMENT	4,470.00
10-515-5220	PENSION EXPENSE	6,136.71
10-515-5310	HEALTH, DENTAL & LIFE I	889.37
10-515-6050	PUBLIC RELATIONS	112.00
10-515-7001	OFFICE SUPPLIES	421.00
10-515-7018	INVESTIGATIVE OPERATI	75.64
10-515-7020	DETENTION SUPPLIES	95.00
10-515-7022	RANGE SUPPLIES	55.00
10-515-8750	EQUIPMENT	4,372.69
10-521-6057	RECYCLING SERVICES	32.85
10-521-7075	GASOLINE	1,159.31
10-521-7090	OTHER SUPPLIES	205.00
10-521-7110	BUILDING MAINTENANC	3,096.58
10-525-7120	EQUIPMENT MAINTENA	460.78
10-525-7140	VEHICLE MAINTENANCE	500.00
10-526-7001	OFFICE SUPPLIES	65.96
10-533-5440	PHYSICALS & DRUG TEST	37.00
10-533-6310	GENERAL LIABILITY INSU	399,452.00
10-533-6710	ELECTRICITY	440.74
10-533-6720	GAS	147.27
10-533-6730	TELEPHONE	948.04
10-533-6750	TRASH COLLECTION	20,503.56
20-2267	MEDICAL REIMBURSEM	218.75
20-4661	FACILITY USE FEES	50.00



## Account Summary

Account Number	Account Name	Payment Amount
20-4664	SENIOR CITIZEN TRIPS	500.00
20-540-6620	SPECIAL PARK EVENTS	1,178.74
20-540-6630	SENIOR TRIPS	6,884.74
20-540-6720	GAS	105.60
20-540-6730	TELEPHONE	31.59
20-540-7001	OFFICE SUPPLIES	174.39
20-540-7090	OTHER SUPPLIES	2,603.00
20-540-7110	BUILDING MAINTENANC	202.00
20-540-7190	OTHER MAINTENANCE	139.66
20-540-8720	BUILDINGS	16,055.00
20-540-8770	INFRASTRUCTURE	1,500.00
21-550-6110	MAINTENANCE AGREEM	219.00
21-550-6330	CUSTODIAL SERVICES	6,675.00
21-550-6355	OTHER SERVICES	67.15
21-550-6730	TELEPHONE	656.47
21-550-7002	COMPUTER SUPPLIES	250.20
21-550-7009	POSTAGE & METER EXPE	137.90
21-550-7110	BUILDING MAINTENANC	1,060.00
21-550-7325	ADULT PROGRAMMING	404.00
21-550-7340	AUDIOVISUAL	81.71
21-550-7370	BOOKS	3,173.69
22-2257	CRITICAL HEALTH INS	53.10
22-2267	MEDICAL REIMBURSEM	41.67
22-580-6710	ELECTRICITY	99.14
22-580-6711	STREET LIGHTS	28,238.29
22-580-6712	LEASED TRAFFIC SIGNAL	5,325.25
22-580-6720	GAS	228.07
22-580-6730	TELEPHONE	85.79
22-580-7040	ICE CONTROL MATERIAL	10,616.07
22-580-7110	BUILDING MAINTENANC	2,217.28
22-580-7181	TREE MAINTENANCE	12,086.25
22-580-7184	TRAFFIC SIGNAL/STREET	367.88
22-580-8770	INFRASTRUCTURE	2,538.75
24-524-6090	PROFESSIONAL SERVICE	375.00
25-535-6090	PROFESSIONAL SERVICE	2,250.00
25-535-8750	EQUIPMENT	5,235.33
25-535-8770	INFRASTRUCTURE	31,442.20
60-2050	SALES TAX PAYABLE	6,111.52
60-2267	MEDICAL REIMBURSEM	104.17
60-560-6720	GAS	137.37
60-560-6730	TELEPHONE	123.69
60-560-6740	NKC UTILITY FEES	796.75
60-560-7005	CHEMICALS	6,284.05
60-560-7110	PLANT MAINTENANCE	620.00
60-560-7150	DISTRIBUTION MAINTEN	1,138.86
60-560-8730	BUILDING IMPROVEME	955,278.48
60-560-8770	INFRASTRUCTURE	815.00
61-570-6430	LABORATORY FEES	105.00
61-570-6720	GAS	95.83
61-570-6730	TELEPHONE	92.10
61-570-7110	BUILDING MAINTENANC	206.25
61-570-7210	MINOR EQUIPMENT	1,569.00
61-570-8730	BUILDING IMPROVEME	1,721.88
61-570-8770	INFRASTRUCTURE	369.00
	<b>Grand Total:</b>	<b>1,591,327.92</b>

## Project Account Summary

Project Account Key	Payment Amount
**None**	567,529.59
1010501	4,470.00
1015502	4,372.69
1831	5,235.33
1901	2,538.75
2551	955,278.48
2593	1,721.88
290	16,055.00
5891	815.00
6001	14,607.99
6611	4,156.30
835	12,677.91
9471	1,500.00
9601	369.00
<b>Grand Total:</b>	<b>1,591,327.92</b>

### **Upcoming City Items of Note**

Dates Below Are Subject to Change

Items in red are Parks & Recreation Events

Items in blue are special City Council Meetings

Items in Green are Special Event Permits Authorized by the Council

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 11, 2021	Candy Cane 5k/10k Race (Pending Approval)
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                                      DATE: September 29, 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 consistent number of COVID patients over the last couple of weeks.

Total Active COVID cases: 35  
Total recovering COVID cases: 19  
Total COVID patients in the ICU: 16  
Total COVID patients on a ventilator: 11

NKCH is closely monitoring the increase of COVID cases affecting our community and we continue to ask for all support to encourage those who are unvaccinated to get vaccinated. We will continue to meet the healthcare needs of our community. Thank you.





## MEMORANDUM

TO: NKC City Council                      DATE: September 15, 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 consistent number of COVID patients over the last couple of weeks.

Total Active COVID cases: 41  
Total recovering COVID cases: 25  
Total COVID patients in the ICU: 16  
Total COVID patients on a ventilator: 14

NKCH is closely monitoring the increase of COVID cases affecting our community and we continue to ask for all support to encourage those who are unvaccinated to get vaccinated. We will continue to meet the healthcare needs of our community. Thank you.



MEMORANDUM

TO: NKC City Council                      DATE: September 8, 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 consistent number of COVID patients over the last couple of weeks.

Total Active COVID cases: 41  
Total recovering COVID cases: 18  
Total COVID patients in the ICU: 19  
Total COVID patients on a ventilator: 15

NKCH is closely monitoring the increase of COVID cases affecting our community and we continue to ask for all support to encourage those who are unvaccinated to get vaccinated. We will continue to meet the healthcare needs of our community. Thank you.



MEMORANDUM

TO: NKC City Council DATE: September 1, 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 consistent number of COVID patients over the last couple of weeks.

Total Active COVID cases: 48  
Total recovering COVID cases: 17  
Total COVID patients in the ICU: 23  
Total COVID patients on a ventilator: 16

NKCH is closely monitoring the increase of COVID cases affecting our community and we continue to ask for all support to encourage those who are unvaccinated to get vaccinated. We will continue to meet the healthcare needs of our community. Thank you.



MEMORANDUM

TO: NKC City Council Board of Trustees                      DATE: August 25, 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 couple of weeks.

Total Active COVID cases: 48  
Total recovering COVID cases: 17  
Total COVID patients in the ICU: 15  
Total COVID patients on a ventilator: 10

NKCH is closely monitoring the increase of COVID cases affecting our community and we continue to ask for all support to encourage those who are unvaccinated to get vaccinated. We will continue to meet the healthcare needs of our community. Thank you.



MEMORANDUM

TO: NKC City Council Board of Trustees                      DATE: August 18, 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 couple of weeks.

Total Active COVID cases: 56  
Total recovering COVID cases: 20  
Total COVID patients in the ICU: 17  
Total COVID patients on a ventilator: 13

NKCH is closely monitoring the increase of COVID cases affecting our community and we continue to ask for all support to encourage those who are unvaccinated to get vaccinated. We will continue to meet the healthcare needs of our community. Thank you.



MEMORANDUM

TO: NKC City Council Board of Trustees                      DATE: August 11, 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 couple of weeks.

Total Active COVID cases: 53  
Total recovering COVID cases: 15  
Total COVID patients in the ICU: 18  
Total COVID patients on a ventilator: 9

NKCH is closely monitoring the increase of COVID cases affecting our community and we continue to ask for all support to encourage those who are unvaccinated to get vaccinated. We will continue to meet the healthcare needs of our community. Thank you.





MEMORANDUM

TO: NKC City Council Board of Trustees                      DATE: August 4, 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 couple of weeks.

Total Active COVID cases: 53  
Total recovering COVID cases: 16  
Total Active COVID patients in the ICU: 17  
Total Active COVID patients on a ventilator: 9

NKCH is closely monitoring the increase of COVID cases affecting our community and we continue to ask for all support to encourage those who are unvaccinated to get vaccinated. We will continue to meet the healthcare needs of our community. Thank you.



MEMORANDUM

TO: NKC City Council Board of Trustees                      DATE: July 29, 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 couple of weeks.

Total Active COVID cases: 48  
Total recovering COVID cases: 21  
Total Active COVID patients in the ICU: 10  
Total Active COVID patients on a ventilator: 6

NKCH is closely monitoring the increase of COVID cases affecting our community and we continue to ask for all support to encourage those who are unvaccinated to get vaccinated. We will continue to meet the healthcare needs of our community and all of our services remain open including surgery, emergency room, stroke, comprehensive heard care and trauma. Thank you.



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.



MEMORANDUM

TO: NKC City Council Board of Trustees      DATE: May 10, 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 slight increase in the total number of COVID patients over the last couple of weeks.

Total Active COVID cases: 22  
Total recovering COVID cases: 8  
Total Active COVID patients in the ICU: 10  
Total Active COVID patients on a ventilator: 4

Operation Safe's last clinic day was Thursday, October 6<sup>th</sup> and administered almost 100,000 vaccinations to our community. Operations safe had 4,250 volunteers that provided 50,000 plus hours of service. NKCH is closely monitoring CDC guidelines and the health orders through Clay County.

Thank you.



MEMORANDUM

TO: NKC City Council Board of Trustees                      DATE: April 12, 2021

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

I wanted to provide you with updated information for NKCH. Total COVID patient volume has declined substantially.

Total Active COVID cases: 15  
Total recovering COVID cases: 12  
Total Active COVID patients in the ICU: 3  
Total Active COVID patients on a ventilator: 1

NKCH continues to partner with the other participants of Operation Safe to vaccinate our community together and have administered over 69,000 vaccinations. It is anticipated that Operation Safe will administer approximately 100,000 vaccinations to our community. NKCH is closely monitoring CDC guidelines and has revised the restricted visitor policy.

Thank you.



MEMORANDUM

TO: NKC City Council Board of Trustees                      DATE: March 10, 2021

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

I wanted to provide you with updated information for NKCH. Total COVID patient volume has declined substantially.

Total Active COVID cases: 8  
Total recovering COVID cases: 19  
Total Active COVID patients in the ICU: 0  
Total Active COVID patients on a ventilator: 0

NKCH continues to partner with the other participants of Operation Safe to vaccinate our community together and have administered 25,000 vaccinations. NKCH is closely monitoring CDC guidelines to determine if changes can be made related to visitor restrictions.

Thank you.

**Minutes of the North Kansas City, Missouri Regular City Council Meeting of  
November 16, 2021**

The City Council met in regular session on Tuesday, November 16, 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  
Kevin Freeman, Police Chief  
Dave Hargis, Fire Chief  
Anthony Sands, Public Works Director  
Sara Copeland, Community Development 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 7:10 p.m.

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

Roll Call

The meeting opened with the Pledge of Allegiance led by Boy Scout Niko Nakahodo.

Opening

C. Smith moved to approve the agenda, seconded by C. Clarke. The Mayor asked all in favor, all opposed. The Mayor declared the motion passed.

Approval of Agenda

Lauren Wells, 22<sup>nd</sup> & Knox, approached the Council regarding City Council procedures with regard to emails. She also stated she did not want to see the mask mandate extended.

Comments from the Public

Christine with the Feed Northland Kids approached the Council to explain what this program does for the children in the North Kansas City School District.

The Consent Agenda contained the following items:

Consent Agenda

Approval of Special Council Meeting Minutes of November 2, 2021

Approval of Regular Council Meeting Minutes of November 2, 2021

Resolution Approving Household Hazardous Waste Agreement with MARC (Resolution No. 21-084)

Appointment of John Erpelding to the Crummett Beautification Committee

C. Graves moved to approve the Consent Agenda, seconded by C. Smith. Mayor DeLong asked all in favor, all opposed. Mayor DeLong declared the motion carried.

**Consideration of an Ordinance Authorizing the Adjustment of North Kansas City Council Ward Boundaries to Equalize Population in the Wards as a Result of Population Changes Reflected in the 2020 Decennial Federal Census and, In Order to Accomplish This Purpose, Repealing Chapter 1.08, "Ward Boundaries," of Title 1, General Provisions," of the Code of the City of North Kansas City, Missouri, and Enacting in Lieu Thereof a New Chapter 1.08, "Ward Boundaries," of the City Code; and Defining Boundary Lines for the Four Wards for the Election of Members of the City Council of the City of North Kansas City, Missouri {Bill No. 7647 (Ordinance No. 9444)}**

Ordinance No. 9444 –  
North Kansas City  
Ward Redistricting

Interim City Administrator Kim Nakahodo presented this item to the Council. Ms. Nakahodo stated that the U.S. Census Bureau conducts the decennial census every ten years to count every person. That data is then used by every level of government to adjust the boundaries of congressional districts, state legislative districts, and local wards. The process is required in order to meet the constitutional requirements of equal representation across all districts/wards. The 2020 Census data



was released in August and again in a more user-friendly format in September. North Kansas City's official Census population is 4,467 and our Ideal District size is 1,117 (Total Population ÷ Number of Districts = Ideal District). Ward population numbers must be within 10% Maximum Total Deviation from one another. In rebalancing the wards, in addition to population equity, districts are to be compact and contiguous and avoid the legislative evil known as 'gerrymander'. The City Council hosted a Work Session regarding redistricting on Tuesday, October 19, 2021, and an Open House and Special Council Meeting on Tuesday, November 2, 2021. Multiple draft maps were generated for discussion and residents were given several opportunities to provide the City Council with input on proposed maps. At its Special Council Meeting, the City Council directed staff to bring forward Modified Map C for formal adoption at the next meeting. The new ward boundaries are adopted by Ordinance, which has been prepared for the City Council's consideration. The new ward boundaries must be set prior to the opening of filing for the April 2022 election on December 7, 2021. Discussion ensued.

C. Clarke moved that Bill No. 7647 be placed on first reading, seconded by C. Smith. Mayor DeLong asked all in favor, all opposed. Mayor DeLong declared the motion carried. Bill No. 7647 was read. C. Clarke moved that Bill No. 7647 be placed on second and final reading and passed as Ordinance No. 9444, seconded by C. Smith. The roll was called, and the vote was as follows: C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, no – C. Smith, no – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes. Motion carried 6-2. Bill No. 7647 was read. Thereupon Mayor DeLong declared the Bill duly passed. Said Bill was numbered 9444, was signed and approved by the Mayor and attested by the City Clerk.

**Consideration of an Ordinance Approving Public Health Order 21-005 Regarding the Wearing of Face Masks in Certain Schools (K-5) Due to Covid-19 in the City of North Kansas City, Missouri, and Authorizing the Extension of the Effective Period of the Current Order 21-004 Dated November 2, 2021, As Modified, From November 20, 2021 Until December 18, 2021 {Bill No. 7645 (Ordinance No. 9442)}**

Ordinance No. 9442 --  
Emergency Health  
Order Extension

Interim City administrator Nakahodo stated that Councilmember Tull has requested that an extension of Mayor DeLong's Emergency Public Health Order No. 21-004 be placed on the City Council Agenda so that the Council may vote to extend the Order for a period of twenty-eight

(28) calendar days from 12:01 a.m. on November 20, 2021, until December 18, 2021, at 12:01 a.m. unless rescinded, extended, modified or amended pursuant to applicable law. Ordinance No. 9442 and Order No. 21-005 have been prepared for the City Council's consideration. Discussion ensued.

C. Smith moved that Bill No. 7645 be placed on first reading, seconded by C. Pellumbi. Mayor DeLong asked all in favor, all opposed. Mayor DeLong declared the motion carried. Bill No. 7645 was read. C. Clarke moved that Bill No. 7645 be placed on second and final reading and passed as Ordinance No. 9442, seconded by C. Pellumbi. The roll was called, and the vote was as follows: C. Pellumbi, yes – C. Graves, no – C. Saper, no – C. Tull, yes – C. Smith, yes – C. Clevenger, no – C. Roberts, yes – C. Clarke, yes. Motion carried, 5-3. Thereupon Mayor DeLong declared the Bill duly passed. Said Bill was numbered 9442, was signed and approved by the Mayor and attested by the City Clerk.

**Consideration of an Ordinance Approving the Final Plat of North Kansas City Destination Development, Fourth Plat in the City of North Kansas City, Missouri {Bill No. 7658 (Ordinance No. 9445)}**

Ordinance No. 9445 –  
Final Plat, North  
Kansas City Destination  
Development Fourth  
Plat

This plat concerns approximately 9.3 acres located on the east side of Diamond Parkway in the One North redevelopment area. The applicant, Milhaus, has an agreement with the City's Master Developer for the redevelopment area to acquire Lot 2 of the subject plat for the development of multi-family residential. This area was the subject of a rezoning request approved by the City Council on September 21, 2021. This final plat is a replat of Lot 2 of North Kansas City Destination Development, which was approved on August 15, 2017. The Planning Commission held a public hearing and approved the Preliminary Plat on March 2, 2017. At its November 4, 2021 meeting, the Planning Commission reviewed the final plat. The Commission found the plat to be in conformance with the approved Preliminary Plat and unanimously recommended approval of the final plat.

C. Smith moved that Bill No. 7658 be placed on first reading, seconded by C. Roberts. Mayor DeLong asked all in favor, all opposed. Mayor DeLong declared the motion carried. Bill No. 7658 was read. C. Clarke moved that Bill No. 7648 be placed on second and final reading and passed as Ordinance No. 9445, seconded by C. Smith. The roll was called, and the vote was as follows: C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes – C. Clevenger, yes – C.

Roberts, yes – C. Clarke, yes. Motion carried 8-0. Bill No. 7648 was read. Thereupon Mayor DeLong declared the Bill duly passed. Said Bill was numbered 9445, was signed and approved by the Mayor and attested by the City Clerk.

**Consideration of an Ordinance Approving and Adopting the Collective Bargaining Agreement Negotiated By and Between the City of North Kansas City, Missouri, and the International Association of Fire Fighters, Local 42 Representing Employees in the Fire Department; and Establishing the Effective Date of Said Agreement {Bill No. 7646 (Ordinance No. 9443)}**

Ordinance No. 9443 –  
Collective Bargaining  
Agreement Between  
the City of North  
Kansas City and IAFF  
Local 42, 2021 -- 2024

Interim City Administrator Nakahodo asked Fire Chief Dave Hargis to present this item to Council. Chief Hargis stated that the Collective Bargaining Agreement (CBA) between the City and the International Association of Firefighters (IAFF) Local 42 expired on August 31, 2021. Members of Local 42, members of City staff, and Fire Department Administration have negotiated the terms for a new three (3) year CBA. Both parties have tentatively agreed to all proposed changes to the CBA. The changes to the CBA include both non-economic and economic changes. Non-economic changes were made to address language clarifications and updated policies and procedures pertaining to internal Fire Department operations. The economic changes made to the CBA were based on retention and recruitment issues occurring over the last three years. It had become apparent the North Kansas City Fire Department needed to look at increasing pay throughout all ranks to a level that is closer to the area market value. We recognize pay is a significant factor in retention and along with increasing the base pay, changes were needed in overtime and specialty pay. With this knowledge, the included economic changes were agreed to by both the City and IAFF Local 42 members. It is with the shared optimism of both Staff and the IAFF members this new contract, while not placing us at the top of the market regarding compensation, will allow us to be more competitive and permit us to end the retention and recruitment issues related to pay. The tentatively agreed upon CBA has been reviewed by the City's Labor attorney, Jeff Place of Jackson Lewis P.C.

C. Smith moved to place Bill No. 7646 on first reading, seconded by C. Roberts. Mayor DeLong asked all in favor, all opposed. Mayor DeLong declared the motion carried. Bill No. 7646 was read. C. Clarke moved that Bill No. 7646 be placed on second and final reading and passed as Ordinance No. 9443, seconded by C. Smith. The roll was called, and the vote was as follows: C. Pellumbi, yes – C. Graves, yes – C. Saper,

yes – C. Tull, yes – C. Smith, yes – C. Clevenger, yes – C. Robers, yes – C. Clarke, yes. Motion carried 8-0. Bill No. 7646 was read. Thereupon Mayor DeLong declared the Bill duly passed. Said Bill was numbered 9443, was signed and approved by the Mayor and attested by the City Clerk.

**Consideration of a Resolution Amending the General Fund Budget for Fiscal Year 2021-2022 in the Amount of \$375,351 for Increases Related to Fire Union Contract (Resolution No. 21-083).**

As the City Council approved the 2021-2024 Collective Bargaining Agreement (CBA) between the City and the International Association of Firefighters (IAFF) Local 42, a budget amendment is required to adequately fund the new agreement. Now before the Council is a budget amendment for \$375,351 that will fund the new salary structure and the City's fees for the Union 42 Cares program. C Smith moved to approve Resolution No. 21-083, seconded by C. Clevenger. Mayor DeLong asked all in favor, all opposed. Mayor DeLong declared the motion passed.

**Consideration of an Ordinance Authorizing City Council Meetings that Fall on an Election Day to be Rescheduled and Amending Section 2.04.010 of the Code of the City of North Kansas City, Missouri Accordingly {Bill No. 7650 (Ordinance No. 9447)}**

Mayor DeLong requested that staff bring forward an Ordinance amending Section 2.04.010 of the City Code to allow the City Council to move or cancel regular meetings that fall on an election day in North Kansas City to enable residents to participate in the election process. C. Smith moved that Bill No. 7650 be placed on first reading, seconded by C. Clevenger. Mayor DeLong asked all in favor, all opposed. Mayor DeLong declared the motion carried. Bill No. 7650 was read. C. Clarke moved that Bill No. 7650 be placed on second and final reading and passed as Ordinance No. 9447, seconded by C. Smith. The roll was called, and the vote was as follows: C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes. Motion carried 8-0. Thereupon Mayor DeLong declared the Bill duly passed. Said Bill was numbered 9443, was signed and approved by the Mayor and attested by the City Clerk.

Resolution No. 21-083  
– Budget Amendment  
for the Collective  
Bargaining Agreement  
Between the City of  
North Kansas City and  
IAFF Local 42, 2021 -  
2024

Ordinance No. 9447 –  
City Council Meetings  
that Fall on an Election  
Day to be Rescheduled

**Consideration of a Resolution Approving a Guaranteed Maximum Price Amendment to the Agreement Between Owner and Construction Manager as Contractor with MegaKC Corporation for the Downtown Streetscape Project (Resolution No. 21-085)**

Resolution No. 21-085  
– Downtown  
Streetscape  
Guaranteed Maximum  
Price Contract  
Amendment

Interim City Administrator Nakahodo asked Community Development Director Sara Copeland to present this item to Council. Ms. Copeland stated that At its June 1, 2021 meeting, the City Council approved a contract with MegaKC to serve as the Construction Manager at Risk (CMAR) for NKC's downtown streetscape update. A Construction Manager functions as the General Contractor on a project and plays a more integrated role in the design process, assisting the City and Confluence (the City's design consultant for this project) with finalizing construction plans and specifications, and coordinating with downtown businesses throughout the project. The CMAR contract also entails a commitment by the Construction Manager to deliver the construction project within a guaranteed maximum price. The contract between the City and MegaKC included, as Exhibit A, the form to be used for amending the contract to include the Guaranteed Maximum Price (GMP) for construction. On October 5, 2021, the City Council work session reviewed the progress on this project and discussed the budget estimate for this project. At that time, MegaKC was estimating costs for the project based on various bid packages and estimated the cost of the project as \$3,700,000. Direction from the City Council was to proceed with the project as planned and to bring forward a budget amendment for costs in excess of the amount budgeted. The GMP Amendment represents a guarantee by MegaKC that costs for this project, as described in the original CMAR contract, will not increase. The total cost includes a contingency amount, noted as the Force Account; funds from the Force Account that are not spent will be returned to the City. MegaKC and Confluence are continuing to work on possible options for decreasing total costs for the new streetlights. Any savings in this project component will likewise be returned to the City. Discussion ensued.

C. Roberts moved to approve Resolution No. 21-085, seconded by C. Clevenger. Mayor DeLong asked all in favor, all opposed. Mayor DeLong declared the motion passed.



**Consideration of a Resolution Amending the Gaming Fund Budget for Fiscal Year 2021-2022 in the Amount of \$1,040,938 for the Downtown Streetscape Project (Resolution No. 21-086)**

On October 5, 2021, the City Council work session reviewed the progress on this project and discussed the budget estimate for this project. At that time, MegaKC was estimating costs for the project based on various bid packages and estimated the cost of the project as \$3,700,000. Direction from the City Council was to proceed with the project as planned and to bring forward a budget amendment for costs in excess of the amount budgeted. The GMP Amendment represents a guarantee by MegaKC that costs for this project, as described in the original CMAR contract, will not increase. The total cost includes a contingency amount, noted as the Force Account; funds from the Force Account that are not spent will be returned to the City. MegaKC and Confluence are continuing to work on possible options for decreasing total costs for the new streetlights. Any savings in this project component will likewise be returned to the City.

C. Clevenger moved to approve Resolution No. 21-086, seconded by Councilmember Graves. Mayor DeLong asked all in favor, all opposed. Mayor DeLong declared the motion passed.

**Consideration of an Ordinance Repealing Section 10.04.060, "Coasters, Roller Skates and Similar Devices Restricted," of Chapter 10.04, "General Provisions," of Title 10, "Vehicles and Traffic," of the Code of the City of North Kansas City, Missouri {Bill No. 7644 (Ordinance No. 9441)}.**

Interim City Administrator Nakahodo asked City Counselor Tom Barzee to present this item to Council. Mr. Barzee stated that during the City Council meeting on October 19, 2021, the City Council passed Ordinance No. 9431, which amended § 10.68.060 of the Code of the City of North Kansas City, Missouri (the "City Code"). Subsequently, the Police Department discovered in a different section and chapter of the City Code language that is in conflict with the recently enacted Ordinance No. 9431, which effectively rewrote by substantially amending § 10.68.060 of the City Code. Consequently, it is recommended that the conflicting code provision found in § 10.04.060 of the City Code be repealed. Section 10.04.060 addresses coasters, roller skates and similar devices operating within the City. An ordinance

Resolution No. 21-086  
– FY 2022 Budget  
Amendment for the  
Downtown Streetscape  
-Guaranteed Maximum  
Price Contract

Ordinance No. 9441 –  
Ordinance Repealing  
Section 10.040.060  
Dealing with Coasters,  
Roller Skates and  
Similar Devices in the  
City

repealing § 10.04.060 of the City Code is attached hereto for your consideration.

C. Smith moved to place Bill No. 7644 on first reading, seconded by C. Pellumbi. Mayor DeLong asked all in favor, all opposed. Mayor DeLong declared the motion carried. Bill N. 7644 was read. C. Clarke moved that Bill No. 7644 be placed on second and final reading and passed as Ordinance No. 9441, seconded by C. Smith. The roll was called, and the vote was as follows: C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes. Motion carried 8-0. Bill No. 7644 was read. Thereupon Mayor DeLong declared the Bill duly passed. Said Bill was numbered 9441, was signed and approved by the Mayor and attested by the City Clerk.

**Consideration of an Ordinance Authorizing Payment for Certain Accounts Due and Payable by the City Through November 12, 2021 {Bill No. 7649 (Ordinance No. 9446)}.**

C. Smith moved that Bill No. 7649 be placed on first reading, seconded by C. Roberts. Mayor DeLong asked all in favor, all opposed. Mayor DeLong declared the motion carried. Bill No. 7649 was read. C. Clarke moved that Bill No. 7649 be placed on second and final reading and passed as Ordinance No. 9446, seconded by C. Smith. The roll was called, and the vote was as follows: C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes. Motion carried 8-0. Bill No. 7649 was read. Thereupon Mayor DeLong declared the Bill duly passed. Said Bill was then numbered 9446, was signed and approved by the Mayor and attested by the City Clerk.

Police Chief Kevin Freeman reported that they have a new Community Crime Map software, as the old system functioned poorly. Interim City Administrator Nakahodo stated that the Upcoming City Items of Note and the NKC Hospital Covid-19 Update were in the agenda packet for review. She also stated that the Council should drive by and look at the new mural on the ExLTube building.

C. Pellumbi stated it is nice seeing the Christmas Lights going up.

C. Graves stated that he would like to see making signs to put in the Veterans' yard on Veterans Day to thank them for their service. He stated he likes what C. Clevenger does with the Yard of the Month

Ordinance No. 9446–  
Approving Accounts  
Due and Payable by  
the City Through  
November 12, 2021

Staff Comments

Councilmembers'  
Comments

signs. Would like to extend this program into Ward 1. Tip of the week is to clean out your gutters. Remember do not rake your leaves into the street, just rake them to the curb and the truck will come and pick them up.

C. Saper thanked everyone who came out tonight to the Council meeting and those watching at home. He stated there is not much we can do at the State and Federal levels, but at the Municipal level, your voices are heard.

C. Tull thanked Boy Scout Niko Nakahodo for attending the meeting and leading us in the Pledge of Allegiance. C. Tull also stated that as Ms. Wells pointed out earlier, the Sunshine Law is important; however, it does not mean that a councilmember cannot talk to some of the Council and not all of the Council. She also stated that no Covid funds were attached to the mask mandate. She stated she was able to attend the Veterans Day celebration at the Garden Apartments and it was very enjoyable. She stated she is excited for the new Community Crime App. She also thanked Mayor DeLong for the Ordinance moving Council meetings that fall on election days.

C. Smith stated he also attended and enjoyed the Veterans Day Celebration at the Garden Apartments. He stated he found the presentation from Feed Northland Kids very eye opening.

C. Clevenger reminded everyone that this Friday is the Mayor's Christmas Tree Lighting. He wished everyone a Happy Thanksgiving. He stated the Covid numbers are looking pretty good right now.

C. Roberts stated he thought they all worked very well tonight as a Council. He asked Chief Hargis about the cold weather plan for the unhomed.

C. Clarke stated the RFQs are in for River Forest Park. This weekend at 6:00 PM there is a Party with a Cause at Valero.

Mayor DeLong thanked Boy Scout Niko Nakahodo for leading the Pledge of Allegiance. He also stated he enjoyed the Veterans Day Celebration at the Gardens Apartment. He invited everyone out to the Mayor's Christmas Tree Lighting this Friday.

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 Personnel Matter Pursuant to Missouri Revised Statutes §610.021(3).**

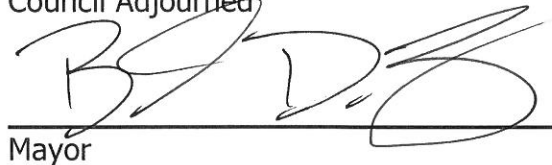
Executive Session

C. Clevenger moved to go into Executive Session at 8:10 p.m., seconded by C. Clarke. The roll was called, and the vote was follows: C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes. Motion carried, 8-0.

C. Clarke moved to go back into Regular Session and adjourn at 8:52 p.m., seconded by C. Clevenger. The roll was called, and the vote was as follows: C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes – C. Clevenger, yes – C. Roberts, yes. Motion carried, 8-0.

Adjournment

Council Adjourned



\_\_\_\_\_

Mayor

Attest:



\_\_\_\_\_

City Clerk

Approved this 7<sup>th</sup> Day of December 2021