

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

**June 2, 2020  
7:00 p.m.**

**Due to the Emergency Health Order declared by the Clay County Health Department this meeting will be held virtually, with the Mayor, City Council members and City staff joining the meeting through an on-line platform.**

- 1. Call to order**
- 2. Roll Call**
- 3. Approval of Agenda**
- 4. Comments from the Public**  
(Please limit comments to five minutes)

**Consent Agenda**

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

- 5. Approval of Work Session Minutes of May 19, 2020**
- 6. Approval of Regular Council Meeting Minutes of May 19, 2020**
- 7. Appointment of Carol Sivils to the Parks and Recreation Board to complete the unfulfilled term of Madeline Anderson, term to expire May 31, 2022.**
- 8. Appointment of Randall Bennett to the Liquor Control Board of Review, term to expire November 4, 2023.**

## Regular Items

### **9. Review of North Kansas City Destination Developers Community Improvement District FY 2020-2021 Budget**

RSMo 67.1471.2, which speaks to the administration of community improvement districts, provides: "No earlier than one hundred eighty days and no later than ninety days prior to the first day of each fiscal year, the board [of the community improvement district] shall submit to the governing body of the city a proposed annual budget to the governing body for review. Legal counsel for the CID has submitted the proposed FY 2020-2021 annual budget for the North Kansas City Destination Developers Community Improvement District for Council review. Staff has no comments to recommend. Staff recommends the governing body communicate to the CID Board that it has reviewed the proposed budget and has no comment.

### **10. CARES Act Funding – Small Business Grants – Agreement with Clay County EDC (Resolution No. 20-038)**

Congress passed and the President signed the Coronavirus Aid, Relief and Economic Security (CARES) Act on March 27, 2020. The City of North Kansas City has received \$417,769.15 to use for eligible expenses incurred between March 1, 2020 and December 30, 2020 to deal with the covid-19 pandemic. The CARES Act provides that payments from the Fund may be used for grants to small businesses to reimburse the costs of business interruption caused by required closures. As discussed at the May 19, 2020 City Council work session, the Clay County Economic Development Council (EDC) has the capacity and the ability/associations to administer such a program. Based on the consensus direction provided by the City Council at the May 19<sup>th</sup> work session, City staff has worked with EDC staff to develop a North Kansas City CARES Small Business Grant program. Now before the Council for approval is an agreement with the EDC for administration of this grant program. Staff recommends approval of the agreement with the Clay County EDC.

### **11. CARES Act Funding - Small Business Grants – Approval of Guidelines and Application**

Congress passed and the President signed the Coronavirus Aid, Relief and Economic Security (CARES) Act on March 27, 2020. The City of North Kansas City has received \$417,769.15 to use for eligible expenses incurred between March 1, 2020 and December 30, 2020 to deal with the covid-19 pandemic. The CARES Act provides that payments from the Fund may be used for grants to small businesses to reimburse the costs of business interruption caused by required closures. As discussed at the May 19, 2020 City Council work session, the Clay County Economic

Development Council (EDC) has the capacity and the ability/associations to administer such a program. Based on the consensus direction provided by the City Council at the May 19<sup>th</sup> work session, City staff has worked with EDC staff to develop a North Kansas City CARES Small Business Grant program. Now before the Council for approval are the proposed guidelines for the program and the application form for the program. Staff recommends approval of the guidelines and application form for the North Kansas City Small Business Grant program.

**12. Ordinance – Parking Lot Patios, Sidewalk Dining, Parklet Patio Seating {Bill No. 7510 (Ordinance No. 9307)}**

As businesses continue re-opening subject to lowered occupancy thresholds based on the Clay County Health Department's reopening plan, staff has been evaluating ways to assist them in using outdoor space to support their business operations. The result is two new programs: Parking Lot Patios and Temporary Parklet Licenses. In its memo, staff discusses measures that might be taken to assist businesses in serving additional customers while an emergency health order continues to be in place. These include using private parking lots for seating, an expanded allowance for sidewalk dining, and allowing on-street parking spaces in front of an establishment to be used. An ordinance has been prepared for Council consideration.

**13. Temporary Emergency Powers – City Business Regulations During Covid-19 Emergency {Bill No. 7511 (Ordinance No. 9308)}**

The measures discussed in the agenda item immediately preceding this one are moving forward for Council approval very quickly. Staff anticipates that as we work through implementation (assuming general Council approval), questions will come up that demand quick resolution that Council would rather didn't wait for formal City Council or Planning Commission approval. To allow for nimbleness in dealing with these kinds of issues during this temporary period, staff suggests passage of an ordinance that will give the Mayor and City Administrator the temporary emergency authority to waive, modify, or suspend the operation of requirements established by City ordinance, policy, rule or regulation related to procedures for conducting business in the City, including, but not limited to, the issuance of various licenses and permits. The ordinance recommended would find and determine that it is in the best interest of the City and its citizens and businesses to temporarily relax the enforcement of certain ordinances, policies and procedures and, where appropriate, to authorize the temporary enactment of new guidelines to allow businesses to reopen and serve as many customers as may be authorized by the directives of the Clay County Director of Public Health. The Mayor and the City Administrator would have to jointly approve each waiver, modification or suspension of any ordinance, code, policy or procedural requirement.

**14. CARES Grants for Emergency Assistance for Individuals and Families**

Congress passed and the President signed the Coronavirus Aid, Relief and Economic Security (CARES) Act on March 27, 2020. The City of North Kansas City has received \$417,769.15 to use for eligible expenses incurred between March 1, 2020 and December 30, 2020 to deal with the covid-19 pandemic. The CARES Act provides that payments from the Fund may be used for emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency. At the City Council work session of May 19, 2020, the Council indicated it wished to designate \$15,000 of CARES funding for emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency. City staff recommended that the City work with a social service agency to use that organization as administrator of such funds for the benefit of NKC grantees. Staff seeks Council permission to enter into negotiations for a Memorandum of Understanding with Northland Assistance Center for this purpose.

**15. Award of Contract – Owner’s Representative for Water Treatment Plant Renovation Project (Resolution No. 20-036)**

The Water Treatment Plant and Water Supply Wells Renovation Project is about to be bid. Before construction begins, it is essential that the City hire an Owner’s Project Representative (OPR) to oversee and monitor the work of the contractor, and to be a liaison between the contractor, City staff, and the project engineer. This person will facilitate communication and coordination between all parties throughout the construction phase. In its memo, staff discusses the steps taken to procure an OPR, and recommends a contract with C1 Energy Solutions.

**16. Budget Amendment – City Council Room Sound System (Resolution No. 20-037)**

The audio system in the Council Chambers is six years old and has reached the end of its useful life. In its memo, staff recommends replacing the unit with a new digital signal processor instead of continuing to repair the existing one. A budget amendment in the amount of \$8,500 has been prepared accordingly for Council consideration.

**17. Second Amendment/Addendum to Facility Operating and Cooperative Agreement Between the City and the YMCA**

The City owns the property located at 1007 Armour Road. The property is the subject of an Agreement for Option to Purchase Property with Yarco-Devco, LLC, to develop the property for multi-family housing. At the request of the developer,

the City also agreed to sell a relatively small strip of property immediately to the west of the property. The strip of property that is to be sold to the developer currently is a part of the premises described in the Operating Agreement with the YMCA and will, therefore, need to be removed from the terms of the Operating Agreement. Before the City can sell the property to Yarco for the development, the City must remove the interest in the strip of property shown above that is presently held by the YMCA. The YMCA, without any cost to the City, has agreed to remove the strip of land from the property it presently operates under the Operating Agreement. The Second Amendment to the Operating Agreement will accomplish this. Staff recommends approval.

**18. Adoption of the 2020 Multi-jurisdictional Hazard Mitigation Plan (Resolution No. 20-034)**

The Federal Emergency Management Agency (FEMA) requires the region to create a Regional Hazard Mitigation Plan (RHMP) pursuant to the requirements of 44 CFR Part 201. 6 and to identify the jurisdictions participating in the planning process. The plan involves participation by cities, counties, and schools in the planning process. This plan is reviewed and updated every five years and submitted to FEMA for approval. The review and update is coordinated by the Mid-America Regional Council (MARC) and covers all jurisdictions that have adopted the plan. Staff recommends passage of the resolution adopting the updated Regional Hazard Mitigation Plan.

**19. Approving Accounts Due and Payable by the City through May 29, 2020. {Bill No. 7508 (Ordinance No. 9305)}.**

**20. Staff Comments**

- Upcoming City Items of Note
- YMCA Monthly Financial Report – April 2020

**21. Councilmember Comments**

**22. Mayor's Comments**

**23. 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.

Posted this 29<sup>th</sup> day of May, 2019 at 5:00 p.m.

## **Minutes of the North Kansas City, Missouri City Council Work Session Meeting of May 19, 2020**

The City Council met in work session on Tuesday, May 19, 2020, via an on-line platform at 6:00 p.m. Due to the Emergency Health Order declared by the Clay County Health Department this meeting was held virtually, with the Mayor, City Council members and City staff joining the meeting through an on-line platform.

The following were present:

Mayor: Don Stielow  
Councilmembers: Bryant DeLong  
Rita Pearce  
Jesse Smith  
Valerie Pearman  
Zachary Clevenger  
Rick Stewart  
Fred Steffen  
Tom Farr

Staff Present: Eric Berlin, City Administrator  
Kim Nakahodo, Assistant City Administrator  
Kevin Freeman, Police Chief  
Dave Hargis, Fire Chief  
Sara Copeland, Community Development Director  
Pat Hawver, Public Works Director  
Casey Campbell, Human Resources Manager  
Nick Hawkins, Finance Manager  
Kelli Votypka, Parks and Recreation Director  
Tom Barzee, City Counselor  
Crystal Doss, City Clerk

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

City Administrator Eric Berlin stated that this Work Session is to discuss the Coronavirus Aid, Relief and Economic Security (CARES) Act Funding. Mr. Berlin stated that Congress passed and the President signed the Coronavirus Aid, Relief and Economic Security (CARES) Act on March 27, 2020. The CARES Act provides for Federal Stimulus Funds to flow to localities to help deal with expenses due to the covid-19 crisis.

The City Council and City staff discussed administration of the funds and eligible uses. Discussion particularly focused on funding

Coronavirus Aid, Relief  
and Economic Security  
(CARES) Act Funding

available for small business grants. Mr. Berlin stated that City staff has neither the capacity nor the qualifications to administer such a program. However, staff has been involved in discussions with the Clay County Economic Development Council (EDC), which staff believes does have the capacity and the ability/associations to administer such a program. If Council is interested in pursuing this use of CARES funds, staff recommends we continue to work with the Clay County EDC to use that organization as administrator of such funds for the benefit of NKC grantees.

The Council indicated that it wished to make \$100,000 available for small business grants, with a cap of \$5,000 for each grant, and that it wished to have final approval of grants that are awarded. Mr. Berlin said that staff would work with the Clay County EDC to craft a program along these lines for Council approval.

The Council also indicated it wished to make \$15,000 available for emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency. Staff will work on this aspect of the grant program.

Mayor Stielow declared the meeting adjourned at 6:56 PM.

Adjournment

Council Adjourned

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Mayor

Attest:

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City Clerk

Approved this 2<sup>nd</sup> day of June, 2020

## **Minutes of the North Kansas City, Missouri City Regular Council Meeting of May 19, 2020**

The City Council met in regular session on Tuesday, May 19, 2020, at 7:00 p.m. Due to the recommendations of the Centers of Disease Control and the State of Emergency declared by the City of North Kansas City and the Stay At Home Order issued by Mayor Don Stielow and the Clay County Health Department, and the ban on gatherings of more than ten people, this meeting was held virtually with the Mayor, City Council members and City staff joining the meeting through an on-line platform.

The following were present:

Mayor: Don Stielow  
Councilmembers: Bryant DeLong  
Rita Pearce  
Jesse Smith  
Valerie Pearman  
Zachary Clevenger  
Rick Stewart  
Fred Steffen  
Tom Farr

Staff Present: Eric Berlin, City Administrator  
Kim Nakahodo, Assistant City Administrator  
Kevin Freeman, Police Chief  
Dave Hargis, Fire Chief  
Sara Copeland, Community Development Director  
Pat Hawver, Public Works Director  
Stephen Roberts, IT Manager  
Tom Barzee, City Counselor  
Nick Hawkins, Finance Manager  
Crystal Doss, City Clerk

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

City Clerk Crystal Doss called the roll. The following councilmembers were present: Zachary Clevenger, Rick Stewart, Fred Steffen, Tom Farr, Bryan DeLong, Rita Pearce, Jesse Smith, and Valerie Pearman.

Roll Call

The meeting opened with the Pledge of Allegiance.

Opening

C. Pearce moved to approve the agenda as presented, seconded by C. Farr. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C DeLong, yes – C Pearce, yes – C. Smith, yes – C. Pearman, yes . Motion carried.

Approval of Agenda

City Administrator Berlin read a letter from Richard Lanning on NT Realty letterhead with comments regarding the agenda item on the revised traffic pattern due to closure of the QuikTrip store.

Comments from the Public

City Administrator Berlin read an e-mail from Alex Olson, 2110 Fayette, stating his opinion that Accessory Dwelling Units (ADU's – an item on the Council agenda) should be allowed.

City Administrator Berlin read an e-mail from Mike McCollum, 506 E. 30<sup>th</sup> Avenue, stating his support in allowing ADU's.

City Administrator Berlin read a letter from Joe Gauer, Co-Founder of RiverNorth District Business League, regarding the business and personal hardship that many independently-owned publicly-facing brick-and-mortar stores are going through as a result of the public health shutdown and the need for financial help through CARES Act funding and direct grants to keep these businesses open.

City Administrator Berlin read an e-mail from Kay Hedrick, 1033 E. 24<sup>th</sup> Avenue, regarding ADU's and her opinion that they should not be allowed in North Kansas City.

Consent Agenda included the following items:

Consent Agenda

Approval of the Special Council Meeting Minutes from April 28, 2020

Approval of the Regular Council Meeting Minutes of May 5, 2020

Approval of Special Council Meeting Minutes from May 8, 2020

C. Farr moved to approve the Consent Agenda, seconded by C. Smith. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C DeLong, yes – C Pearce, yes – C. Smith, yes – C. Pearman, yes . Motion carried.

Consideration of an Ordinance Amending Chapter 17.12, "Zoning District and Use Standard," and Chapter 17.28, "Access and Parking," of the Code of the City of North Kansas City, Missouri by Amending

Ordinance No. 9301 – Zoning Ordinance – Elimination of

Certain Subparts of §§ 17.12.030.B and 17.28.030 Regarding Accessory Dwellings {Bill No. 7504 (Ordinance No. 9301)}. City Administrator Berlin asked Community Development Director Sara Copeland to present this item to Council. Ms. Copeland stated that On February 18, 2020, Councilmember Rick Stewart requested that staff place an amendment to remove Accessory Dwelling Units from the Zoning Ordinance on the agenda. The proposed amendment concerns Section 17.12.030.B, Accessory Dwelling, and Table 28-2 in Section 17.28.030. The amendment would remove subsection 17.12.030.B in its entirety and remove the reference to Accessory Dwelling Units in the Required Parking table in Section 17.28.030. In its memo, staff discusses how the current provision aligns with the 2016 Master Plan vision. Staff recommends against passage of the ordinance amending the Zoning Ordinance to remove provisions related to Accessory Dwelling Units.

Accessory Dwelling  
Units

Discussion ensued. C. Stewart moved to place Bill No. 7504 on first reading, seconded by C. Farr. The roll was called and the vote was as follows: C. Clevenger, no – C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, no – C. Pearce, no – C. Smith, no – C. Pearman, no. Motion failed 3-5.

Consideration of a Revised Traffic Pattern Due to Closure of QuikTrip Store. City Administrator Berlin asked Community Development Director Copeland to present this to Council. Ms. Copeland stated that when the QuikTrip store located at 1010 Armour Road (north side of Armour between Knox and Linn) was operating, the westbound roadway transitioned from two thru lanes to one via a forced right turn into the QuikTrip parking lot at Linn Street. With the recent closure of the QuikTrip, there is now a dead-end situation at this point. In its memo, staff discusses several options for adjusting the street to deal with the situation. Staff asks for direction and will implement whatever option chosen by Council. Discussion ensued.

Revised Traffic Pattern  
Due to Closure of  
QuikTrip Store

C. DeLong moved to defer action on this item until August, seconded by C. Clevenger. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Stewart, no – C. Steffen, no – C. Farr, no – C. DeLong, yes – C. Pearce, no – C. Smith, yes – C. Pearman, no. Motion failed 3-5.

C. DeLong moved to have the lanes merge between Macon and Linn, seconded by C. Pearman. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Stewart, no – C. Steffen, no – C. Farr, no – C. DeLong, yes – C. Pearce, no – C. Smith, abstain – C. Pearman yes. Motion failed 4–3–1.

C. Stewart moved to approve Option 3, removing the parallel parking between Linn and Knox and moving the forced right turn to Knox Street, seconded by C. Farr. The roll was called and the vote was as follows: C. Clevenger, abstain – C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, no – C. Pearce, yes – C. Smith, no – C. Pearman, no. Motion passed 4-3-1.

Consideration of an Ordinance Approving a Master Planned Development at 1007 Armour Road, Subject to the Conditions Incorporated Herein {Bill No. 7505 (Ordinance No. 9302)}. City Administrator Berlin asked Community Development Director Copeland to present this item to Council. Ms. Copeland stated that NKC Gallery Lofts Investor Partner, LP has applied for approval of a Master Planned Development (MPD) located at 1007 Armour. The developer has a purchase agreement with the City of North Kansas City to acquire this property for development of multi-family residential, a portion of which will be affordable housing. In its memo, staff discusses elements of the MPD. The Planning Commission held the required public hearing at its May 7 meeting. No one spoke at the hearing. The Planning Commission voted unanimously to recommend approval of the Master Planned Development. Staff recommends approval. Discussion ensued. C. Stewart moved that Bill No. 7505 be placed on first reading, seconded by C. DeLong. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes. Motion carried 8-0. Bill No. 7505 was read. C. DeLong moved that Bill No. 7505 be placed on second and final reading and passed as Ordinance No. 9302, seconded by C. Pearce. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes. Motion carried 8-0. Bill No. 7505 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9302, was signed and approved by the Mayor and attested by the City Clerk.

Ordinance No. 9302 –  
Master Planned  
Development – Gallery  
Lofts, 1007 Armour

Consideration of An Ordinance Approving the Final Plat of North Kansas City Gallery Lofts in the City of North Kansas City, Missouri {Bill No. 7506 (Ordinance No. 9303)}. City Administrator Berlin asked Community Development Director Copeland to present this item to Council. Ms. Copeland stated before Council is approval of a final plat for approximately 1.04 acres located at 1007 Armour Road and including a sliver of property from the existing NKC Community Center/YMCA parcel, both owned by the City. The applicant of record is

Ordinance No. 9303 –  
Final Plat – Gallery  
Lofts

NKC Gallery Lofts Investor Partner, LP. The developer has a purchase agreement with the City of North Kansas City to acquire this property for development of multi-family residential. At its May 7, 2020 meeting, the Planning Commission reviewed and, following a public hearing, approved the preliminary plat for this development; the Planning Commission also reviewed the final plat. The proposed plat was found to be in conformance with the approved Preliminary Plat and the Planning Commission unanimously recommended approval of the final plat. The proposed final plat does not dedicate any additional right-of-way or easements. Staff recommends approval. Discussion ensued. C. Stewart moved to place Bill No. 7506 on first reading, seconded by C. DeLong. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes. Motion carried 8-0. Bill No. 7506 was read. C. Farr moved that Bill No. 7506 be placed on second and final reading and passed as Ordinance No. 9303, seconded by C. DeLong. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes. Motion carried 8-0. Bill No. 7506 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9303, was signed and approved by the Mayor and attested by the City Clerk.

Consideration of a Resolution Amending the Gaming Fund for Fiscal Year 2019-2020 by Appropriating \$133,900 to the WPC Capital Fund for Emergency Sewer Repair Related to Sinkhole Repairs (Resolution No. 20-032. City Administrator Berlin stated that at the time the FY 2020 City Budget was approved, a decision was made to fund Water Pollution Control (WPC) Fund capital expenditures out of the Gaming Fund because of the low fund balance in the WPC Fund. On October 15, 2019, the City Council approved a budget amendment in the WPC Fund in the amount of \$133,900 to complete payments pursuant to the emergency repairs in the Paseo Industrial District that were caused by high river levels and resulting hydrostatic pressure. In the course of reviewing the WPC Fund recently, staff realized that the budget amendment presented to the Council at that meeting expensed out of the WPC Fund without making a transfer from the Gaming Fund. Staff now brings forward a budget amendment transferring funds in the amount of \$133,900 from the Gaming Fund to the WPC Fund. Discussion ensued. C. Farr moved to approve Resolution No. 20-032, seconded by C. Pearman. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Stewart, yes – C. Steffen, yes – C. Farr,

Resolution No. 20-032  
– Budget Amendment  
– Gaming Fund  
Transfer to Water  
Pollution Control Fund

yes – C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes. Motion carried 8-0.

Consideration of a Resolution Approving School Resource Officer Program Memorandum of Understanding By and Between North Kansas City School District No. 74 and the City of North Kansas City, Missouri (Resolution No. 20-033). City Administrator Berlin asked Police Chief Kevin Freeman to present this item to Council. Chief Freeman stated that the North Kansas City Police Department is nearing the end of the second year of the agreement between the department and the North Kansas City School District to place one of its officers in the North Kansas City High School as a School Resource Officer. The Police Department believes the decision to re-establish this position has been a positive one and seeks to continue the development of the role for the 2020-21 school year. The Memorandum of Understanding (MOU) presented is identical to the one approved last year except for the dates in the agreement. Staff recommends approval. Discussion ensued. C. DeLong moved to approve Resolution No. 20-033, seconded by C. Farr. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes. Motion carried 8-0.

Consideration of an Ordinance Authorizing Payment for Certain Accounts Due and Payable by the City Through May 15, 2020 {Bill No. 7507 (Ordinance No. 9304)}. C. Farr moved that Bill No. 7507 be placed on first reading, seconded by C. Pearman. The roll was called and the vote was as follows: C. Clevenger, yes – C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C DeLong, yes – C Pearce, yes – C. Smith, yes – C. Pearman, yes. Motion carried. Bill No. 7507 was read. C. Farr moved that Bill No. 7507 be placed on second and final reading and passed as Ordinance No. 9304, seconded by C. Pearce. The roll was called and the vote was as follows: C. Clevenger, yes – C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C DeLong, yes – C Pearce, yes – C. Smith, yes – C. Pearman, yes. Motion carried. Bill No. 7507 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9304, was signed and approved by the Mayor and attested by the City Clerk.

City Administrator Berlin stated the Upcoming City Items of Note and the Quarterly Financial Report for the Second Quarter of FY 2020 were in the Council packets for review. Mr. Berlin stated the City will be moving into Phase 2 of the reopening of City Hall on June 1. He described some elements of this phase.

Resolution No. 20-033  
– Memorandum of  
Understanding with the  
North Kansas City  
School District – School  
Resource Officer

Ordinance No. 9304 –  
Approving Accounts  
Due and Payable by  
the City Through May  
15, 2020

Staff Comments

C. Clevenger thanked the residents for their responses to issues on Facebook. He also said he hopes everyone stays safe.

Councilmembers'  
Comments

C. Stewart stated everyone should stay safe. He has been out and about and a lot of people are not practicing the safety guidelines.

C. Steffen reminded everyone that Monday is Memorial Day. He said he hopes everyone stays safe.

C. Farr wished everyone a Happy Memorial Day.

C. DeLong congratulated the NKC High School class of 2020.

C. Pearce also congratulated the NKC High School Class of 2020. C. Pearce stated she was tested for COVID-19 and it was a very easy process. She stated she had been to a number of restaurants that had opened in North Kansas City. She wished everyone a happy holiday and to stay safe.

C. Smith encouraged everyone to tune in to the candidate forums being held on Facebook.

C. Pearman also congratulated the NKC High School Class of 2020. She thanked the residents for the comments they submitted for tonight's meeting.

Mayor Stielow had nothing at this time.

Mayor's Comments

Consideration of a Request to Hold and Recess into an Executive Session, as Requested by the City Administrator, to be Held on This Date, on a Real Estate Matter Pursuant to Missouri Revised Statutes §610.021(2). C. Farr moved to go into executive session at 8:54 PM, seconded by C. Stewart. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C DeLong, yes – C Pearce, yes – C. Smith, yes – C. Pearman, yes. Motion carried.

Executive Session

Consideration of a Request to Hold and Recess into an Executive Session, as Requested by the City Administrator, to be Held on This Date, on a Personnel Matter Pursuant to Missouri Revised Statutes §610.021(3). C. Farr moved to go into executive session at 8:54 PM, seconded by C. Stewart. The roll was called, and the vote was as

Executive Session

follows: C. Clevenger, yes – C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C DeLong, yes – C Pearce, yes – C. Smith, yes – C. Pearman, yes. Motion carried.

C. Farr moved to adjourn at 10:05 p.m., seconded by C. DeLong. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C DeLong, yes – C Pearce, yes – C. Smith, yes – C. Pearman, yes. Motion carried.

Adjournment

Council Adjourned

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Mayor

Attest:

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City Clerk

Approved this 2<sup>nd</sup> day of June 2020

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## MEMORANDUM



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**TO:** Honorable City Council  
**FROM:** Mayor Don Stielow  
**DATE:** June 2, 2020  
**RE:** Board Reappointment

The following board appointment will be on the June 2, 2020, agenda for your consideration and approval:

PARKS AND RECREATION BOARD

Appointment of Carol Sivils to complete the unfulfilled term of Madeline Anderson, term to expire May 31, 2023.

Please contact me with any questions.



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

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

Name: Carol Sivils Date: 5/5/20

Address: 2416 Erie St.

City: NKC State: MO Zip: 64116

Phone Number: 816-803-0851 E-Mail: Carol.Sivils1@gmail.com

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

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

NORTH  
KANSAS CITY  
• Virtually Urban. Supremely Suburban.

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?

Longtime NKCC resident and want to be active in the City. Parks & Recreation Bd. I believe I would be an asset to this board.

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).

I held board positions, including president, of the Lighthouse Preschool, a preschool for special needs and typical children.

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

Available as needed.

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



**TO:** Honorable City Council

**FROM:** Mayor Don Stielow

**DATE:** June 2, 2020

**RE:** Board Reappointment

The following board appointment will be on the June 2, 2020, agenda for your consideration and approval:

LIQUOR CONTROL BOARD OF REVIEW

Appointment of Randall Bennett, term to expire November 4, 2023.

Please contact me with any questions.

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

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

Name: Randall M Bennett Date: \_\_\_\_\_

Address: 2408 Fayette

City: North Kansas State: MO Zip: 64114

Phone Number: 816 863 0576 E-Mail: barleyhogz408@yahoo.com

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

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

NORTH  
KANSAS CITY  
• Virtually Urban. Supremely Suburban.

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

I am interested in serving on the Mayor Board of Review and would like to be involved in the decision making process as North Kansas City continues to grow

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).

I have lived in NKC since 1997 and worked here for the last 40 years, retiring in 2018. I have served as Asst. Scout Master for Troop 9 for 6 years

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

I am available Monday through Friday evenings

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 and City Council

**FROM:** Eric Berlin, City Administrator

**DATE:** June 2, 2020

**RE:** North Kansas City Destination Developers Community Improvement District FY 2020-2021 Budget

RSMo 67.1471.2, which speaks to the administration of community improvement districts, provides: "No earlier than one hundred eighty days and no later than ninety days prior to the first day of each fiscal year, the board [of the community improvement district] shall submit to the governing body of the city a proposed annual budget, setting forth expected expenditures, revenues, and rates of assessments and taxes, if any, for such fiscal year. The governing body may review and comment to the board on this proposed budget, but if such comments are given, the governing body of the municipality shall provide such written comments to the board no later than sixty days prior to the first day of the relevant fiscal year; such comments shall not constitute requirements but shall only be recommendations."

Legal counsel for the CID has submitted the proposed FY 2020-2021 annual budget for the North Kansas City Destination Developers Community Improvement District for Council review. Staff has no comments to recommend. Staff recommends the governing body communicate to the CID Board that it has reviewed the proposed budget and has no comment.

# NORTH KANSAS CITY DESTINATION DEVELOPERS COMMUNITY IMPROVEMENT DISTRICT

Fiscal Year 2020-2021 Budget

## BUDGET MESSAGE:

The North Kansas City Destination Developers Community Improvement District was established by the City Council of North Kansas City, Missouri on October 18, 2017 and imposes a 1.00% sales and use tax.

### Fiscal Year 2020-2021

#### FUNDS AVAILABLE:

- Cash on Hand (Beginning of Fiscal Year)	\$	3,371.97
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#### ESTIMATED REVENUE:

- Sales Tax	\$	20,000.00
- Interest Earned on District Bank Accounts	\$	-

<b>TOTAL ESTIMATED FUNDS AVAILABLE &amp; REVENUE:</b>	<b>\$</b>	<b>23,371.97</b>
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#### ESTIMATED EXPENDITURES:

- Administrative Fees	\$	-
- Administrative Costs (e.g., insurance)	\$	2,540.00
- Legal & Other Consultant fees	\$	5,000.00
- Audit	\$	-
- Design and Construction Costs of Project	\$	15,831.97

<b>TOTAL ESTIMATED EXPENDITURES:</b>	<b>\$</b>	<b>23,371.97</b>
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#### FUNDS AVAILABLE:

- Cash on Hand End of Fiscal Year	\$	-
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# MEMORANDUM

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**TO:** Mayor and City Council

**FROM:** Eric Berlin, City Administrator

**DATE:** June 2, 2020

**RE:** CARES Act Funding – Small Business Grants – Agreement with Clay County EDC

## **Introduction**

Congress passed and the President signed the Coronavirus Aid, Relief and Economic Security (CARES) Act on March 27, 2020. The CARES Act provides for Federal Stimulus Funds to flow to the States by population and to Counties within the State also by population. Generally speaking, these funds are to be used for reimbursement of expenses related to dealing with the covid-19 pandemic since the crisis's beginning to the end of the year. The funds cannot be used to make up for loss of revenue due to the crisis.

County governments are responsible for the distribution of these funds. On May 1, 2020, the Clay County Commission approved Resolution 2020-139. The resolution provides that the City of North Kansas City will receive \$417,769.15 to use for eligible expenses incurred between March 1, 2020 and December 30, 2020 to deal with the covid-19 pandemic.

The CARES Act provides that payments from the Fund may only be used to cover costs that:

- are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
- were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Grants: Certain types of grants are indicated in the guidance as potentially eligible, including expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance.

City staff has neither the capacity nor the qualifications to administer such a program. However, as discussed at the May 19, 2020 City Council work session, the Clay County Economic Development Council (EDC) does have the capacity and the ability/associations to administer such a program. Based on the consensus direction provided by the City Council at the May 19<sup>th</sup> work session, City staff has worked with EDC staff to develop a North Kansas City CARES Small Business Grant program.

Now before the Council for approval is an agreement with the EDC for administration of this grant program. The elements of this agreement are as follows:

1. The City commits to making up to One Hundred Thousand Dollars (\$100,000.00) in grants to qualifying North Kansas City businesses.
2. EDC shall collect, calculate, evaluate, and verify grant applications, on an application form approved by the North Kansas City governing body, from North Kansas City small businesses commencing June 3, 2020 through June 19, 2020 at 5:00 p.m.
3. EDC shall present City with information on the grant applicants and its recommendations for awards (grantees and amounts) as soon as practicable after the deadline for applications.
4. The North Kansas City governing body shall consider the recommendations of the EDC and indicate its acceptance of EDC recommendations, with or without modifications.
5. EDC shall send out letters to grant applicants regarding acceptance/denial as soon as practicable after action by the North Kansas City governing body.
6. City shall be responsible for the disbursement of funds to grantees as approved by the North Kansas City governing body.
7. In consideration of the services of EDC, City shall pay EDC an amount equivalent to five percent (5%) of the amount of grant funds that are disbursed to North Kansas City small businesses.

Staff recommends approval of the agreement with the Clay County EDC.

## RESOLUTION NO. 20-038

### RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING T WITH THE CLAY COUNTY ECONOMIC DEVELOPMENT COUNCIL

- WHEREAS,** the City of North Kansas City, Missouri (the “City”) is a third class city and political subdivision duly organized and validly existing under the Constitution and laws of the State of Missouri; and
- WHEREAS,** Congress passed and the President signed the Coronavirus Aid, Relief and Economic Security (CARES) Act on March 27, 2020; and
- WHEREAS,** Certain types of grants are indicated in the guidance as potentially eligible, including expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures; and
- WHEREAS,** the City has determined that the Clay County Economic Development Council is well qualified to perform grant administration services; and
- WHEREAS,** the City now desires to enter into a Memorandum of Understanding for services (the “Agreement”) with the Clay County Economic Development Corporation for said services.

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

**Section 1.** **Authorization of Agreement.** The City Council hereby authorizes the City to enter into the Agreement with the Clay County Economic Development Corporation in connection with administration of CARES Act funding for small business grants, 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 for the costs of such Agreement, provided that such costs do not exceed the amounts set forth in the Agreement.

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

**Section 3.** **Severability.** The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City has enacted the valid portions without the void

ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

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

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

**DONE** this 2nd day of June, 2020.

---

Donald Stielow, *Mayor*

ATTEST:

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Crystal Doss, *City Clerk*

Exhibit 1

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CLAY COUNTY ECONOMIC DEVELOPMENT COUNCIL  
AND  
THE CITY OF NORTH KANSAS CITY**

Congress passed and the President signed the Coronavirus Aid, Relief and Economic Security (CARES) Act on March 27, 2020. The CARES Act provides for Federal Stimulus Funds to flow to the States by population and to Counties within the State also by population.

Certain types of grants are indicated in the guidance as potentially eligible, including expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance.

The staff of the City of North Kansas City (the “City”) has neither the capacity nor the qualifications to administer such a program. The Clay County Economic Development Council (the “EDC”) does, however, have the capacity and the ability to administer such a program. Accordingly, the following is agreed to between the City and the EDC:

1. City commits to making up to One Hundred Thousand Dollars (\$100,000.00) in grants to qualifying North Kansas City businesses.
2. EDC shall collect, calculate, evaluate, and verify grant applications, on an application form approved by the North Kansas City governing body, from North Kansas City small businesses commencing June 3, 2020 through June 19, 2020 at 5:00 p.m.
3. EDC shall present City with information on the grant applicants and its recommendations for awards (grantees and amounts) as soon as practicable after the deadline for applications.
4. The North Kansas City governing body shall consider the recommendations of the EDC and indicate its acceptance of EDC recommendations, with or without modifications.
5. EDC shall send out letters to grant applicants regarding acceptance/denial as soon as practicable after action by the North Kansas City governing body.
6. City shall be responsible for the disbursement of funds to grantees as approved by the North Kansas City governing body.
7. In consideration of the services of EDC, City shall pay EDC an amount equivalent to five percent (5%) of the amount of grant funds that are disbursed to North Kansas City small businesses.
8. This Memorandum of Understanding is effective from May 28, until all applications received by the EDC have been evaluated, presented to City for its review and

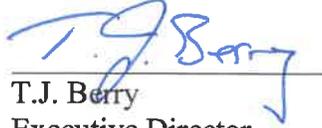
consideration, and returned to the EDC for approval/denial letters which are to be sent on or before July 10, 2020.

Agreed to this 2<sup>nd</sup> day of June, 2020.

On behalf of City:

On behalf of EDC

\_\_\_\_\_  
Don Stielow  
Mayor

  
\_\_\_\_\_  
T.J. Berry  
Executive Director

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

Date: 5/28/2020

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# MEMORANDUM

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**TO:** Mayor and City Council

**FROM:** Eric Berlin, City Administrator

**DATE:** June 2, 2020

**RE:** CARES Act Funding – Small Business Grants – Approval of Guidelines, Application and Recommendation Form

## **Introduction**

Congress passed and the President signed the Coronavirus Aid, Relief and Economic Security (CARES) Act on March 27, 2020. The CARES Act provides for Federal Stimulus Funds to flow to the States by population and to Counties within the State also by population. Generally speaking, these funds are to be used for reimbursement of expenses related to dealing with the covid-19 pandemic since the crisis's beginning to the end of the year. The funds cannot be used to make up for loss of revenue due to the crisis.

County governments are responsible for the distribution of these funds. On May 1, 2020, the Clay County Commission approved Resolution 2020-139. The resolution provides that the City of North Kansas City will receive \$417,769.15 to use for eligible expenses incurred between March 1, 2020 and December 30, 2020 to deal with the covid-19 pandemic.

The CARES Act provides that payments from the Fund may only be used to cover costs that:

- are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
- were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Grants: Certain types of grants are indicated in the guidance as potentially eligible, including expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance.

City staff has neither the capacity nor the qualifications to administer such a program. However, as discussed at the May 19, 2020 City Council work session, the Clay County Economic Development Council (EDC) does have the capacity and the ability/associations to administer such a program. Based on the consensus direction provided by the City Council at the May 19<sup>th</sup> work session, City staff has worked with EDC staff to develop a North Kansas City CARES Small Business Grant program.

Now before the Council for approval are the proposed guidelines for the program, the application form for the program, and a CARES Small Business Grant Program Recommendation form. The Application and Information Sheet and the recommendation form are attached to this memo. The main points of the program are as follows:

- This program will issue \$100,000 in grant funds to small businesses in North Kansas City.
- Small businesses can apply for a grant up to \$5,000 to reimburse business expenses related to COVID-19.
- CARES Small Business Grant Applications will be accepted from June 3-19, 2020.

**Eligible businesses include:**

- Businesses physically located in North Kansas City.
- Businesses must have had a valid 2019 Business License.
- Public-facing businesses directly impacted by the ‘Stay at Home’ order such as retail, food service, arts and entertainment, hospitality, fitness, and personal services.

**Businesses do not qualify if they are a:**

- National franchise.
- Non-profit organization.
- Business or individual whose primary revenue is generated from rental properties.
- Business with current liens or fees owed to the City of North Kansas City.

**Priority will be given to:**

- Businesses that have 20 or fewer full-time equivalent employees, and;
- Businesses that have \$2.5 million or less in annual revenue.
- Businesses that have not received any Federal COVID-19 related relief funding (ie Payroll Protection Program, Small Business Disaster Funding, etc.).
- Restaurants and other food and beverage establishments that did not have a drive-thru window or offer curbside or delivery services before March 2020.

**Eligible Use of Funds:**

1. Grants can be used for expenses incurred from March 1, 2020 through June 30, 2020. Expenses can include but are not limited to payroll (provided federal funds have not already been received for this purpose), rent, mortgage interest, utilities, inventory replacement, and COVID-19 supplies.
2. The grant funds may also be used to purchase necessary protective equipment for employees and customers and for exterior/interior cleaning needed to keep facilities sanitized.
3. Grant funds may not be used for repayment of any federal or state loan programs related to COVID-19 relief funding.

**Open Records:** Since this is a public grant program, all applications will become a public record. Staff's intention is to supply all the grant applications to the City Council at the time that recommendations for award are made to the governing body.

Staff recommends approval of the guidelines and application form and recommendation form for the North Kansas City Small Business Grant program.

Congress passed and the President signed the Coronavirus Aid, Relief and Economic Security (CARES) Act on March 27, 2020. On May 1, 2020, the Clay County Commission approved Resolution 2020-139, providing CARES funding to the City of North Kansas City for eligible expenses incurred between March 1, 2020 and December 30, 2020 to address the COVID-19 pandemic.

The City Council established the CARES Small Business Grant Program on June 2, 2020 to be administered by the Clay County EDC. This program will issue \$100,000 in grant funds to small businesses in North Kansas City. Small businesses can apply for a grant up to \$5,000 to reimburse business expenses related to COVID-19.

**Eligible businesses include:**

- Businesses physically located in North Kansas City.
- Businesses must have had a valid 2019 Business License.
- Public-facing businesses directly impacted by the 'Stay at Home' order such as retail, food service, arts and entertainment, hospitality, fitness, and personal services.

**Businesses do not qualify if they are a:**

- National franchise.
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- Business or individual whose primary revenue is generated from rental properties.
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**Priority will be given to:**

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- Businesses that have not received any Federal COVID-19 related relief funding (ie Payroll Protection Program, Small Business Disaster Funding, etc.).
- Restaurants and other food and beverage establishments that did not have a drive-thru window or offer curbside or delivery services before March 2020.

**Eligible Use of Funds:**

1. Grants can be used for expenses incurred from March 1, 2020 through June 30, 2020. Expenses can include but are not limited to payroll (provided federal funds have not already been received for this purpose), rent, mortgage interest, utilities, inventory replacement, and COVID-19 supplies.
2. The grant funds may also be used to purchase necessary protective equipment for employees and customers and for exterior/interior cleaning needed to keep facilities sanitized.
3. Grant funds may not be used for repayment of any federal or state loan programs related to COVID-19 relief funding.

**Additional Information:**

- Grant applicants must provide documentation for eligible COVID-19 expenses.
- Grant fund information is considered public information will be published.
- Grant fund expenditures may be audited at a future date.

**CARES Small Business Grant Applications accepted from June 3-19, 2020.**



# CARES Small Business Grant Program Application Form

### Requirements – These records must be presented with this application

- Two forms of ID (each signer) – one with picture other with name only
- Two years of personal tax returns (Schedules and 1099s, Income Statement & Balance Sheet)
- Two years of business tax returns (Schedules and 1099s, Income Statement & Balance Sheet)
- Three months of personal and business bank statements
- Copy of 2019 North Kansas City Business License

Legal Name of Company : \_\_\_\_\_

Physical Address: \_\_\_\_\_ City : \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Length of time you have been in business in North Kansas City: \_\_\_\_\_

Name of Grant Applicant: \_\_\_\_\_

Business Phone Number: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_

Email address: \_\_\_\_\_

Type of Business: \_\_\_\_\_

**Explanation of how funds will be used:** Items can include specific cash flow gaps, payroll or any fixed operating costs required to remain solvent and/or scaling down, reducing expenses, purchasing cleaning and personal protection equipment, and any additional proactive measures due to the crisis (documentation required).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

How will this grant help you get through the COVID-19 crisis:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I/We certify that the above information, including any attachments or exhibits provided herewith are valid and correct to the best of my/our knowledge.

Signature: \_\_\_\_\_

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

Signature: \_\_\_\_\_

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

Name of Company : \_\_\_\_\_

Physical Address: \_\_\_\_\_ City : \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Type of Business: \_\_\_\_\_

**Program Eligibility:**

- Business is physically located in North Kansas City.
- Business had a valid 2019 Business License.
- Business is public-facing (retail, food service, arts and entertainment, hospitality, fitness, and personal services) and was directly impacted by the 'Stay at Home' order.
- Business does not currently have any liens or fees owed to the City of North Kansas City.

Business is not a:

- National franchise.
- Non-profit organization.
- Business or individual whose primary revenue is generated from rental properties.

**Program Priority Considerations:**

- Business has 20 or fewer full-time equivalent employees, and;
- Businesses has \$2.5 million or less in annual revenue.
- Businesses has not received any Federal COVID-19 related relief funding (ie Payroll Protection Program, Small Business Disaster Funding, etc.).
- If the business is a restaurant/food drink establishment, did they have a drive-thru window or offer curbside or delivery services before March 2020?

**Proposed Use of Grant Funds:**

- Eligible
- Not Eligible

**Business Financial Review Rating:**

- Acceptable
- Special Mention
- Substandard
- Doubtful
- Loss

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**Grant Funding Recommendation:**

- Recommended
- Not Recommended

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# MEMORANDUM



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

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

**DATE:** June 2, 2020

**RE:** Parking Lot Patios, Sidewalk Dining, and Parklet Patio Seating

As businesses continue re-opening subject to lowered occupancy thresholds based on the Clay County Health Department's reopening plan, staff has been evaluating ways to assist them in using outdoor space to support their business operations. The result is two new programs: Parking Lot Patios and Temporary Parklet Licenses.

## **Parking Lot Patios**

For businesses with their own off-street parking lots, the Parking Lot Patio program provides for expedited site plan review and approval for a business to convert a portion of their privately-owned parking lot into outdoor patio space. This program entails an administrative review; Community Development and Liquor Control staff would coordinate to streamline the application process for businesses.

## **Sidewalk Dining and Temporary Parklet License**

For businesses served primarily by public parking, particularly downtown, a proposed ordinance expands the existing Sidewalk Dining license and creates a new Temporary Parklet License.

The proposed ordinance removes the geographic limits of the sidewalk dining license to allow for these licenses to be issued anywhere in the City. The ordinance also clarifies the pedestrian passageway requirement. A sidewalk dining license requires that pedestrian passage of at least four feet be maintained free from obstruction; this pedestrian area must be a paved area. This requirement is likely to limit where sidewalk dining can be accommodated.

The Temporary Parklet License provides the ability to convert on-street parking spaces to uses such as curbside patio seating. This temporary license program is based heavily on the existing sidewalk dining license.

The temporary parklet license would allow businesses to obtain a license to convert on-street parking spaces to patio space. The regulations on the use of the parklets include safety concerns

such as prohibiting extending power cords across sidewalks, obstructing pedestrian access, and blocking fire hydrants. Licensees would be required to secure umbrellas, provide for trash disposal, and prevent the removal of alcoholic beverages from the parklet area. Licensees would be able to operate in a parklet area from 7:00am to 10:00pm and may store furniture in the parklet overnight.

Based on conversations with RiverNorth businesses, staff anticipates that most businesses taking advantage of the temporary parklets are likely to be food and beverage oriented. However, the ordinance is written generally to permit other types of businesses that might benefit from expanded outdoor space to do so. All businesses obtaining a parklet license must provide the City with a certificate of insurance naming the City as an additional insured.

Community Development and Liquor Control staff will coordinate to streamline the application process for businesses. Staff proposes to assist in the safe and orderly operation of the parklets by providing portable curb ramps for accessibility and fencing barricades to safely divide the parklets from vehicle traffic. This equipment will be paid for by the City's CARES Act funding.

**AN ORDINANCE AMENDING CHAPTER 4.30, "SIDEWALK EATING AND ALCOHOL CONSUMPTION LICENSES," OF THE CODE OF THE CITY OF NORTH KANSAS CITY, MISSOURI BY (A) MODIFYING SECTIONS 4.30.010 AND 4.30.080; AND (B) CREATING A NEW SECTION 4.30.085 ESTABLISHING TEMPORARY PARKLET LICENSES.**

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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**, pursuant to the provisions of § 77.260 of the Missouri Revised Statutes the Mayor and City Council "shall have the care, management and control of the city and its finances, and shall have power to enact and ordain any and all ordinances not repugnant to the constitution and laws of this state, and such as they shall deem expedient for the good government of the city, the preservation of peace and good order, . . . , and the health of the inhabitants thereof, and such other ordinances, rules and regulations as may be deemed necessary to carry such powers into effect, and to alter, modify or repeal the same"; and

**WHEREAS**, there continues to exist a state of emergency in the City which has been created by COVID-19; and

**WHEREAS**, the order issued by the Clay County Director of Public Health limits the indoor occupancy of establishments, creating increased demand for outdoor space; and

**WHEREAS**, the City manages use of the right-of-way, including managing space used for sidewalk dining in the downtown area, to provide for the public health, safety, and convenience; and

**WHEREAS**, the City desires to update its regulations concerning sidewalk dining and alcohol consumption licenses to provide for expanded temporary sidewalk patio space and temporary parklet licenses.

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

**Section 1.** Section 4.30.010, “Purpose and intent,” of Chapter 4.30, “Sidewalk Eating and Alcohol Consumption Licenses,” of the Code of the City of North Kansas City, Missouri (the “City Code”) is hereby amended and shall hereafter read as follows:

**4.30.010 Purpose and intent.**

The purpose and intent of this chapter is to allow portions of the public sidewalks in front of eating/drinking establishments to be used for sidewalk dining and/or alcohol consumption subject to the issuance of a sidewalk dining and/or sidewalk alcohol consumption license and strict compliance with all conditions set forth herein. This limited authorization to use the public sidewalks is intended to advance the public purposes of stimulating economic activity and providing amenities in North Kansas City, and such authorization shall be solely in the nature of a revocable license which shall not be deemed to vest licensees with any property interest or other rights in the public sidewalks.

**Section 2.** Paragraph A of Section 4.30.080, “Regulations,” of Chapter 4.30, “Sidewalk Eating and Alcohol Consumption Licenses,” of the City Code is hereby repealed in its entirety and Paragraph A shall hereafter read as follows:

A. Reserved.

**Section 3.** Paragraph B of Section 4.30.080, “Regulations,” of Chapter 4.30, “Sidewalk Eating and Alcohol Consumption Licenses,” of the City Code is hereby amended and Paragraph B shall hereafter read as follows:

B. The sidewalk dining/alcohol consumption area must not inhibit pedestrian traffic on public sidewalks, and a paved area must be open and unobstructed for pedestrian traffic between the closest edge of the access control rail or fence or the cafe-type tables, whichever shall be closer to the curblin, and the curblin, which area shall have a minimum width greater than four feet, exclusive of any street tree grates or wells.

**Section 4.** Chapter 4.30, “Sidewalk Eating and Alcohol Consumption Licenses” of the City Code is hereby amended to include a new Section 4.30.085, “Temporary Parklet Permits”. This section shall hereafter read as follows:

**Section 4.30.085 – Temporary parklet license.**

A. **Definition of Parklet.** As used in this section, “parklet” shall mean a small reserved space created alongside a sidewalk in an on-street parking area to accommodate seating, tables, and/or other amenities.

B. Purpose and Intent. The purpose and intent of this section is to allow portions of the public right-of-way designated for public parking to be temporarily used for parklets for sidewalk dining, recreation, and other programming uses subject to the issuance of a temporary parklet license and strict compliance with all conditions set forth herein. This limited authorization to use the public right-of-way is intended to advance the public purposes of stimulating economic activity and providing amenities in North Kansas City, and such authorization shall be solely in the nature of a revocable license which shall not be deemed to vest licensees with any property interest or other rights in the public right-of-way.

C. Application. Applications shall be filed with the Community Development Department. There shall be no application fee for a temporary parklet license. The application shall require the following information and such additional information as deemed necessary by the City:

1. The name and address of the applicant.
2. The name and address of the establishment maintaining the temporary parklet.
3. A description of the parklet area. This description shall include a drawing that contains, at a minimum, the dimensions of the space, the proposed layout including the placement of tables, chairs, umbrellas, and other amenities, and showing the specific location of any separating railing or barriers and entrances into the parklet. The drawing must also show the closest entrance into the establishment maintaining the parklet.
4. A certificate of insurance providing at least five hundred thousand dollars (\$500,000.00) of comprehensive general liability extending premises coverage to all activities associated with use of the parklet and listing the City of North Kansas City, Missouri as an additional insured.

D. Review

1. The Community Development Department shall receive and review all applications. If found to be in compliance with this chapter, as well as all other applicable legal requirements, the Community

Development Department will issue its approval of the application and shall mark the licensed area for use by the applicant. The licensed area shall not be occupied by the applicant prior to the area being marked by the department.

2. Any applicant who is denied a license may request in writing a hearing on the denial decision before the city council.

E. Regulations. Use of the temporary parklet area pursuant to a license issued under this section shall be subject to all of the following restrictions and requirements:

1. License applications are limited to the number of parking spaces immediately adjacent to the business premises.

2. Licensees shall not place anything in an alleyway, sidewalk, or walkway, or set up tables or other furniture or amenities in such a manner as to block pedestrian access or any building entrance/egress. It shall be unlawful to obstruct or reduce in any manner the clear width of any exit discharge passageway, as determined by the clear width opening of the entrance/egress door(s).

3. Licensees may not extend power cords, extension cords, or anything likely to create a trip hazard across the public right-of-way or in any area not included in the parklet license.

4. Use of the parklet area must not inhibit pedestrian traffic on public sidewalks.

5. Parklets may not occupy accessible parking spaces or block access from an accessible parking space to an adjacent curb ramp or accessible entrance. Parklets may not be located immediately adjacent to fire hydrants.

6. License holders shall not place any sign, umbrella, or other item in such a manner as to block any municipal signs, receptacles for trash, bicycle racks, benches, or other public amenity.

7. Umbrellas must be secured against wind and must not overhang the boundary of the license area. Tents may not be erected in the parklet license area.

8. Licensees are prohibited from using public utility hookups.

9. Service of food or alcoholic beverages within the parklet license area is permitted provided that the licensee has all required permits and licenses required by the Clay County Health Department and City of North Kansas City for food and beverage service.

10. Except as otherwise authorized by law, the licensee shall not allow any person to remove any alcoholic beverage provided for consumption from the parklet license area.

11. Licensees must provide for the disposal of recyclable cans/bottles and garbage. Public receptacles for trash shall not be used. Litter shall not be permitted on adjoining sidewalks or right-of-way.

12. Licensees serving food and/or beverages are prohibited from serving drivers or passengers of vehicles.

13. Licensees may erect one portable reader board sign within the parklet license area in addition to any other signage permitted by ordinance. The portable reader board sign must otherwise comply with the requirements of Section 15.44.290.B.

14. Permissible hours of operation shall be from 7:00 a.m. to 10:00 p.m. Tables, chairs, furniture, and other equipment may be stored overnight in the licensed area.

F. Terms and conditions.

1. A temporary parklet license shall be valid only through the stated period of a declared emergency which limits the indoor occupancy of establishments.

2. Temporary parklet licenses may not be transferred or sold.

3. The license shall be displayed in a conspicuous place on the premises of the establishment prior to use of the parklet license area.

4. The city retains the right to temporarily suspend a parklet license to allow for public works or utility repairs or for any other reason as deemed appropriate by the city council, with reasonable advance notice to be given to affected licensees, except in cases requiring immediate repairs.

5. The provisions of Sections 4.30.090, 4.30.100, and 4.30.110 shall also apply to temporary parklet licenses.

**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 from and after its passage by the City Council and approval by the Mayor.

**PASSED** this 2<sup>nd</sup> day of June, 2020.

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Don Stielow, *Mayor*

**ATTEST:**

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Crystal Doss, *City Clerk*

**APPROVED** this 2<sup>nd</sup> day of June, 2020.

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Don Stielow, *Mayor*

**APPROVED AS TO FORM:**

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Anthony Bologna, *City Attorney*

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

## MEMORANDUM

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**TO:** Mayor and City Council

**FROM:** Eric Berlin, City Administrator

**DATE:** June 2, 2020

**RE:** Temporary Emergency Powers – City Business Regulations During Covid-19 Emergency

The measures discussed in the agenda item immediately preceding this one are moving forward for Council approval very quickly. Staff anticipates that as we work through implementation (assuming general Council approval), questions will come up that demand quick resolution that Council would rather didn't wait for formal City Council or Planning Commission approval.

For example,

- Staff's thought is to create a way to administratively approve converting up to 25% of parking spaces in a private restaurant parking lot to patio seating. A restaurant could submit a sketch showing where in their parking lot they are doing this, how they are going to delineate this space (especially if liquor will be served in the space), how they would make sure they aren't blocking egress or impeding emergency access, and so on. After resolution of such individual issues, the City could issue a Temporary Certificate of Occupancy (TCO) with an expiration date.

Normally this kind of reduction in required parking would require Planning Commission approval, which would prolong the time necessary to provide approval. Staff assumes that the Council would like the City to act more nimbly at this time to deal with these kind of situations.

- There might also be issues involving liquor issues that might best be handled, on a temporary basis, by on-the-spot rulings rather than crafting of ordinances for consideration by the City Council at the next regularly scheduled meeting. (Staff has already had discussions with the City's Liquor Control Officer.)

To allow for nimbleness in dealing with these kinds of issues during this temporary period, staff suggests passage of an ordinance that will give the Mayor and City Administrator the temporary emergency authority to waive, modify, or suspend the operation of requirements established by City ordinance, policy, rule or regulation related to procedures for conducting business in the City, including, but not limited to, the issuance of various licenses and permits. The ordinance

recommended would find and determine that it is in the best interest of the City and its citizens and businesses to temporarily relax the enforcement of certain ordinances, policies and procedures and, where appropriate, to authorize the temporary enactment of new guidelines to allow businesses to reopen and serve as many customers as may be authorized by the directives of the Clay County Director of Public Health.

The Mayor and the City Administrator would have to jointly approve each waiver, modification or suspension of any ordinance, code, policy or procedural requirement.

**AN ORDINANCE GRANTING CERTAIN EMERGENCY POWERS RELATED TO PROCEDURES FOR CONDUCTING BUSINESS IN THE CITY DURING THE HEALTH AND SAFETY EMERGENCY [COVID-19] TO THE MAYOR AND THE CITY ADMINISTRATOR.**

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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**, a highly communicable type of coronavirus, commonly known as COVID-19, has spread rapidly throughout the Greater Metropolitan Kansas City Area and, despite efforts to contain COVID-19, it has continued to spread throughout the Greater Metropolitan Kansas City Area; and

**WHEREAS**, the COVID-19 pandemic and the federal, state, county and local declared states of emergency and stay at home orders have resulted in substantial negative economic impact on many businesses within the City; and

**WHEREAS**, as declared by the Clay County Director of Public Health, there has existed and there continues to exist a state of emergency in Clay County, which includes the City, created by COVID-19, but such emergency order has been amended to provide for the second phase to re-open various businesses and activities within Clay County; and

**WHEREAS**, pursuant to the provisions of § 77.260 of the Missouri Revised Statutes the Mayor and City Council “shall have the care, management and control of the city and its finances, and shall have power to enact and ordain any and all ordinances not repugnant to the constitution and laws of this state, and such as they shall deem expedient for the good government of the city, the preservation of peace and good order, . . . , and the health of the inhabitants thereof, and such other ordinances, rules and regulations as may be deemed necessary to carry such powers into effect, and to alter, modify or repeal the same”; and

**WHEREAS**, the City desires to support the re-opening of businesses to the fullest extent possible while following the directives issued by the Clay County Director of Public Health; and

**WHEREAS**, the City Council desires to grant to the Mayor and City Administrator the temporary emergency authority to waive, modify, or suspend the operation of requirement established by City ordinance, policy, rule or regulation related to procedures for conducting business in the City, including, but not limited to, the issuance of various licenses and permits, provided, however, such action by the Mayor and City Administrator does not violate any federal or state law, rule or regulation then effective.

**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.** The City Council of the City of North Kansas City, Missouri, does hereby find and determine that it is in the best interest of the City and its citizens and businesses to temporarily relax the enforcement of certain ordinances, policies and procedures and, where appropriate, to authorize the temporary enactment of new guidelines to allow businesses to reopen and serve as many customers as may be authorized by the directives of the Clay County Director of Public Health.<sup>1</sup> It is the declared intent of this ordinance that both the Mayor and the City Administrator must jointly approve each waiver, modification or suspension of any ordinance, code, policy or procedural requirement.

**Section 2.** **Joint Actions by Mayor and City Administrator.** The Mayor and the City Administrator are hereby authorized to jointly waive, modify, or suspend the operation of City ordinance, code and policy requirements related to procedures for conducting business in the City, including but not limited to the issuance of licenses and permits, so long as doing so does not violate any federal or state law.

**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 Administrator, 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. City Staff is directed to perform all tasks necessary to implement 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 from and after the date of its passage and approval and shall remain so until repealed by the City Council in whole or in part.

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<sup>1</sup> As an example, but in no way limiting the breadth of the intent of this ordinance, restaurant owners and operators have expressed interest in expanding their premises to include the use of adjacent outdoor areas. Under this ordinance the Mayor and the City Administrator may jointly waive, modify, or suspend business license and permit requirements without the necessity of amending the City Code and without processing certain types of permits or requests through the Planning Commission.

**PASSED** this 2<sup>nd</sup> day of June, 2020.

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Don Stielow, *Mayor*

ATTEST:

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Crystal, Doss, *City Clerk*

**APPROVED** this 2<sup>nd</sup> day of June, 2020.

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Don Stielow, *Mayor*

**APPROVED AS TO FORM:**

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Anthony W. Bologna, *City Attorney*

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

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# MEMORANDUM



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**TO:** Mayor and City Council

**FROM:** Eric Berlin, City Administrator

**DATE:** June 2, 2020

**RE:** CARES Act Funding – Emergency Financial Assistance

## **Introduction**

Congress passed and the President signed the Coronavirus Aid, Relief and Economic Security (CARES) Act on March 27, 2020. The CARES Act provides for Federal Stimulus Funds to flow to the States by population and to Counties within the State also by population. Generally speaking, these funds are to be used for reimbursement of expenses related to dealing with the covid-19 pandemic since the crisis's beginning to the end of the year. The funds cannot be used to make up for loss of revenue due to the crisis.

County governments are responsible for the distribution of these funds. On May 1, 2020, the Clay County Commission approved Resolution 2020-139. The resolution provides that the City of North Kansas City will receive \$417,769.15 to use for eligible expenses incurred between March 1, 2020 and December 30, 2020 to deal with the covid-19 pandemic.

The CARES Act provides that payments from the Fund may only be used to cover costs that:

- are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
- were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Grants: Certain types of grants are indicated in the guidance as potentially eligible, including emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

At the City Council work session of May 19, 2020, the Council indicated it wished to designate \$15,000 of CARES funding for emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency. City staff indicated it has neither the capacity nor the qualifications to administer such a program, and recommended that the City work with a social service agency to use that organization as administrator of such funds for the benefit of NKC grantees.

Staff took the liberty of contacting Northland Assistance Center Executive Director Rita Pearce (who is also, of course, a member of the City Council) to determine her agency's interest in serving in this role. Ms. Pearce indicated that the agency would be interested in serving in this role. Staff seeks Council permission to enter into negotiations for a Memorandum of Understanding with Northland Assistance Center for this purpose.

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## MEMORANDUM



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

**FROM:** Pat Hawver, Director of Public Works

**DATE:** June 2, 2020

**RE:** Owner's Project Representative - Water Plant and Well Renovations Project

The Water Treatment Plant and Water Supply Wells Renovation Project is about to be bid. Before construction begins, it is essential that the City hire an Owner's Project Representative to oversee and monitor the work of the contractor, and to be a liaison between the contractor, City staff, and the project engineer. This person will facilitate communication and coordination between all parties throughout the construction phase, which is expected to last up to 2 years. It is estimated the Owner's Project Representative will need to be on the site between 20 and 30 hours weekly.

Requests for Qualifications (RFQ) for the selection of an Owner's Project Representative at KC Blueprint and Plan Room were published on October 17, 2019. In addition, staff sent an RFQ notification to twelve engineering companies on the City's website's bidder list. The deadline for submittals was November 12, 2019. Two companies submitted their qualifications: Burns & McDonnell Engineering and C1 Energy Solutions.

Burns & McDonnell is the design engineer for this project. Staff believes that there is a potential for conflict of interest in having the design engineer as the Owner's Project Representative for the construction project, and that the City would be better served in having a third-party entity perform this function. Following review of the statement of qualifications of Gerald (Jerry) Charlton, who is the owner and sole employee of C1 Energy Solutions, the City Administrator and Public Works Director interviewed him for the position and discussed his performance on past projects with his references. Staff has determined that Mr. Charlton has the qualifications and experience to serve as the Owner's Project Representative.

Mr. Charlton and the selection committee discussed and agreed upon a proposed hourly rate of \$90 per hour, which is based upon 1 percent of the estimated project cost and working on site 25 hours a week. Staff considers this a reasonable hourly rate for this work. Staff recommends approval of the agreement hiring C1 Energy Solutions (Jerry Charlton) to serve as the Owner's Project Representative for the Water Treatment Plant Renovation project.

## RESOLUTION NO. 20-036

### RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT BETWEEN CITY AND THE C1 ENERGY SOLUTIONS, LLC, FOR PROFESSIONAL OWNER'S REPRESENTATIVE SERVICES RELATED TO THE WATER TREATMENT PLANT AND WELL FIELD IMPROVEMENTS PROJECT

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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**, after going through a qualifications-based selection process, the City concluded that C1 Energy Solutions, LLC (the “**Consultant**”), is the most qualified and ready to meet the requirements of the City to provide professional construction observation and related services, as well as serve as the City’s Representative during the Water Treatment Plant and Well Field Improvements Project; and

**WHEREAS**, the Consultant has experience in providing such professional construction observation and owner’s representative services for such a project; and

**WHEREAS**, the City desires to obtain the services of the Consultant to provide the professional services to the City as more fully described in the City’s Request for Qualifications and in the agreement between the parties (the “**Services**”); and

**WHEREAS**, the City desires to enter into the Contract Services Agreement—Professional Construction Observation and Owner’s Representative Services (the “**Agreement**”).

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

**Section 1.** Authorization of Agreement. The City Council hereby authorizes the City to enter into the Agreement with C1 Energy Solutions, LLC, for the Services as described more fully in the Agreement, which Agreement shall be in substantially the form of Exhibit 1, attached hereto and incorporated herein by reference. The City is hereby authorized to make such payments as required under the Agreement. The provisions of said Agreement are hereby approved and adopted by the City Council of the City of North Kansas City, Missouri. The Mayor is hereby authorized and directed to execute said Agreement on behalf of the City of North Kansas City, Missouri.

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

**Section 3.** Severability. The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

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

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

**DONE** this 2<sup>nd</sup> day of June, 2020.

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Don Stielow, *Mayor*

ATTEST:

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Crystal Doss, *City Clerk*

# **EXHIBIT “1”**

**CONTRACT SERVICES AGREEMENT  
PROFESSIONAL CONSTRUCTION OBSERVATION AND  
OWNER'S REPRESENTATIVE SERVICES**

**THIS CONTRACT SERVICES AGREEMENT** (this “**Agreement**”) is entered into, and effective on June \_\_\_\_\_, 2020, between the CITY OF NORTH KANSAS CITY, MISSOURI, a Missouri third class city and municipal corporation (the “**City**”), and C1 ENERGY SOLUTIONS, LLC, a Kansas limited liability company, authorized to do and doing business in the State of Missouri, (the “**Consultant**”). The City and the Consultant are individually referred to as a “**Party**” and are collectively referred to as the “**Parties**”.

**RECITALS**

A. The City has determined that there is a need for professional construction observation and owner’s representative services related to the City’s Water Treatment Plant and Well Field Improvements project (the “**Project**”).

B. The Consultant has submitted to the City a proposal to provide professional construction observation and Owner’s representative services to the City for the Project under the terms of this Agreement.

C. The Consultant is qualified by virtue of its experience, training, education, reputation, and expertise to provide these services and has agreed to provide such services as provided in this Agreement.

D. The City desires to retain the Consultant to provide such contract services.

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

**AGREEMENT**

**1.0 SERVICES OF CONSULTANT**

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

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

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

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

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

**1.6 Care of Work.** The Consultant shall adopt reasonable methods during the term of the Agreement to furnish continuous protection to the Work and the equipment, materials, papers, documents, plans, studies, and/or other components to prevent losses or damages. The Consultant shall be

responsible for all such damages, to persons or property, until acceptance of the Work by the City, except such losses or damages as may be caused by the City's own negligence.

**1.7 Further Responsibilities of Parties.** The Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. The Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

**1.8 Additional Services.** The City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from such Work. No such extra work may be undertaken unless a written order is first given by the City to the Consultant, incorporating any adjustment in (i) the Maximum Contract Amount, as defined below, and/or (ii) the time to perform this Agreement. Any adjustments must also be approved in writing by the Consultant. Any increase in compensation of up to twenty-five percent (25%) of the Maximum Contract Amount or \$25,000, whichever is less, or in the time to perform of up to thirty (30) days, may be approved by the Mayor, as may be needed to perform any extra work. Any greater increases, occurring either separately or cumulatively, must be approved by the City Council of North Kansas City. It is expressly understood by the Consultant that the provisions of this section shall not apply to the services specifically set forth or reasonably contemplated within the Scope of Services.

## **2.0 COMPENSATION**

**2.1 Maximum Contract Amount.** The City of North Kansas City is limited by law with respect to the amount of money it can pay. The City has, therefore, established a fixed sum for this Agreement which cannot be exceeded unless this Agreement is amended. The Consultant providing services hereunder shall be required to keep track of the amount of hours billable under this Agreement at all times; and any work in excess of the fixed sum shall not be eligible for payment. The Consultant shall notify the City if Consultant anticipates that the Maximum Contract Amount (defined below) may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Consultant shall establish a billing system showing the amount of money remaining on the contract which shall be shown in each monthly billing. For the Services rendered under this Agreement, the Consultant shall be compensated by the City in accordance with the Schedule of Compensation, which is attached as Exhibit "D" and incorporated in this Agreement by reference. Compensation shall not exceed the maximum contract amount of Two Hundred Forty-eight Thousand Four Hundred and No/100 Dollars (\$248,400.00) ("**Maximum Contract Amount**"), except as may be provided under Section 1.8. The method of compensation shall be as set forth in Exhibit "D." Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated under Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation. The Maximum Contract Amount shall include the attendance of the Consultant at all Project meetings reasonably deemed necessary by the City. The Consultant shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. The Consultant accepts the risk that the services identified in the Scope of Services may be more costly and/or time-consuming than the Consultant anticipates, that the Consultant shall not be entitled to additional

compensation, and that the provisions of Section 1.8 shall not be applicable to the services identified in the Scope of Services. The maximum amount of the City's payment obligation under this section is the amount specified in this Agreement.

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

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

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

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in the Consultant's profession.

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

### **3.0 SCHEDULE OF PERFORMANCE**

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

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

**3.3 Force Majeure.** The time period(s) specified in the Schedule of Performance for performance of the Services rendered under this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant (financial inability excepted) if the Consultant, within ten (10) days of the commencement of such delay, notifies the Contract Officer in writing of the causes of the delay. Unforeseeable causes include, but are not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City. The City Administrator shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Administrator such delay is justified. The City Administrator's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall the Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, the Consultant's sole remedy being extension of the Agreement under this section.

**3.4 Term.** Unless earlier terminated under this Agreement, this Agreement shall commence upon the effective date of this Agreement and continue in full force and effect until completion of the Services. The term, however, shall not exceed two (2) years from the commencement date, except as otherwise provided in the Schedule of Performance described in Section 3.2 above. Any extension must be through mutual written agreement of the Parties.

**3.5 Termination Prior to Expiration of Term.** The City may terminate this Agreement for its convenience at any time, without cause, in whole or in part, upon giving the Consultant thirty (30) days written notice. Where termination is due to the fault of the Consultant and constitutes an immediate danger to health, safety, and general welfare, the period of notice shall be such shorter time as may be determined by the City. Upon such notice, the City shall pay the Consultant for Services performed through the date of termination. Upon receipt of such notice, the Consultant shall immediately cease all work under this Agreement, unless stated otherwise in the notice or by written authorization of the Contract Officer. After such notice, the Consultant shall have no further claims against the City under this Agreement. Upon termination of the Agreement under this section, the Consultant shall submit to the City an invoice for work and services performed prior to the date of termination. The Consultant may terminate this Agreement, with or without cause, upon ninety (90) days written notice to the City, except that where termination is due to material default by the City, the period of notice may be such shorter time as the Consultant may determine.

#### **4.0 COORDINATION OF WORK**

**4.1 Representative of Consultant.** The following principal of Consultant is designated as being the principal and representative of the Consultant authorized to act in its behalf and make all decisions with respect to the Services to be performed under this Agreement: Gerald L. Charlton, P.E. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of the Consultant and devoting sufficient time to personally supervise the services performed hereunder.

The foregoing principal may not be changed by the Consultant without prior written approval of the Contract Officer.

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

**4.3 Prohibition Against Subcontracting or Assignments.** The experience, knowledge, capability, expertise, and reputation of the Consultant, its principals and employees, were a substantial inducement for the City to enter into this Agreement. Therefore, the Consultant shall not assign full or partial performance of this Agreement, nor any monies due, voluntarily or by operation of law, without the prior written consent of the City. The Consultant shall not contract with any other entity to perform the Services required under this Agreement without the prior written consent of the City. If Consultant is permitted to subcontract any part of this Agreement by the City, the Consultant shall be responsible to the City for the acts and omissions of its subcontractor(s) or subconsultant(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor or subconsultant and the City. All persons engaged in the Work will be considered employees of the Consultant. The City will deal directly with and will make all payments to the Consultant. In addition, neither this Agreement nor any interest in this Agreement may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of the City. Transfers restricted in this Agreement shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of the Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of the Consultant from any liability under this Agreement without the express written consent of the City.

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

A. During the performance of this Agreement, the Consultant and its officers, employees, and agents shall act in an independent capacity and shall not act or represent themselves as City officers or employees. The personnel performing the Services under this Agreement on behalf of the Consultant shall at all times be under the Consultant’s exclusive direction and control. Neither the City nor any of its officers, officials, employees, or agents shall have control over the conduct of the Consultant or any of its officers, employees, or agents, except as set forth in this Agreement. The Consultant, its officers, employees, or agents shall not maintain an office or any other type of fixed business location at the City’s offices (As referenced hereinafter, the City will provide the Consultant a trailer for the Consultant’s use at the site during construction work by the General Contractor). The City shall have no voice in the selection, discharge, supervision, or control of the Consultant’s employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. The

Consultant shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. The City shall not in any way or for any purpose be deemed to be a partner of the Consultant in its business or otherwise a joint venturer or a member of any joint enterprise with the Consultant.

B. The Consultant shall not have any authority to bind the City in any manner. This includes the power to incur any debt, obligation, or liability against the City.

C. No City benefits shall be available to the Consultant, its officers, employees, or agents in connection with any performance under this Agreement. Except for contract fees paid to the Consultant as provided for in this Agreement, the City shall not pay salaries, wages, or other compensation to the Consultant for the performance of Services under this Agreement. The City shall not be liable for compensation or indemnification to the Consultant, its officers, employees, or agents, for injury or sickness arising out of performing Services. If for any reason any court or governmental agency determines that the City has financial obligations, other than under Section 2 and Subsection 1.8 in this Agreement, of any nature relating to salary, taxes, or benefits of the Consultant's officers, employees, servants, representatives, subconsultants, subcontractors, or agents, the Consultant shall indemnify the City for all such financial obligations.

## **5.0 INSURANCE**

**5.1 Types of Insurance.** The Consultant shall procure and maintain, at its sole cost and expense, the insurance described below. The insurance shall be for the duration of this Agreement and includes any extensions, unless otherwise specified in this Agreement. The insurance shall be procured in a form and content satisfactory to the City. The insurance shall apply against claims which may arise from the Consultant's performance of Work or Services under this Agreement, including the Consultant's agents, representatives, or employees. In the event the City Administrator determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City Administrator or his designee. The Consultant shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified in this Agreement. Except as otherwise authorized below for contract liability (errors and omissions) insurance, all insurance provided under this Agreement shall be on an occurrence basis. The minimum amount of insurance required shall be as follows:

**A. Errors and Omissions Insurance.** The Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, standard industry form contract liability (errors and omissions) insurance coverage in an amount of not less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) annual aggregate, in accordance with the provisions of this section.

(1) The Consultant shall either: (a) certify in writing to the City that the Consultant is unaware of any contract liability claims made against the Consultant and is unaware of any facts which may lead to such a claim against the Consultant; or (b) if the Consultant does not provide the certification under (a), the Consultant shall procure from the contract liability insurer an endorsement providing that the required limits of the policy shall apply separately to claims arising from errors and omissions in the rendition of services under this Agreement.

(2) If the policy of insurance is written on a “claims made” basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Services provided hereunder. In the event of termination of the policy during this period, the Consultant shall obtain continuing insurance coverage for the prior acts or omissions of the Consultant during the course of performing Services under the terms of this Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended “tail” coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City Administrator.

(3) In the event the policy of insurance is written on an “occurrence” basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Services provided for in this Agreement, whichever is later. In the event of termination of the policy during this period, new coverage shall immediately be obtained to ensure coverage during the entire course of performing the Services under the terms of this Agreement.

**B. Workers’ Compensation Insurance.** The Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, workers’ compensation insurance in at least the amount of one million dollars (\$1,000,000.00), and in compliance with all other statutory requirements, as required by the State of Missouri. The Consultant agrees to waive and obtain endorsements from its workers’ compensation insurer waiving subrogation rights under its workers’ compensation insurance policy against the City and to require each of its subcontractors and subconsultants, if any, to do likewise under their workers’ compensation insurance policies. If the Consultant has no employees, the Consultant shall complete an appropriate Request for Waiver of Workers’ Compensation Insurance Requirement form.

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

**D. Business Automobile Insurance.** The Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of one million dollars

(\$1,000,000.00) bodily injury and property damage. The policy shall include coverage for owned, non-owned, leased, and hired cars.

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

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

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

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

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

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

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

**5.3.5** The Consultant agrees to require its insurer to modify insurance endorsements to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the endorsements. Certificates of insurance will not

be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is the Consultant's obligation to ensure timely compliance with all insurance submittal requirements as provided in this Agreement.

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

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

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

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

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

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

**5.3.12** The Consultant agrees that the provisions of this section shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment

of damages resulting from the Consultant's activities or the activities of any person or person for which the Consultant is otherwise responsible.

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

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

1. *"The City of North Kansas City, its officials, employees, and agents are named as an additional insured . . ." ("as respects City of North Kansas City contract with C1 Energy Solutions, LLC" or "for any and all work performed with the City" may be included in this statement).*

2. *"This insurance is primary and non-contributory over any insurance or self-insurance the City may have . . ." ("as respects City of North Kansas City contract with C1 Energy Solutions, LLC" or "for any and all work performed with the City" may be included in this statement).*

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

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

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

## 6.0 INDEMNIFICATION

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

**6.2 Design Contract Services Indemnification and Reimbursement.** If the Agreement is determined to be a "design contract services agreement" and the Consultant is a "design contract" under Missouri law, then:

A. To the fullest extent permitted by law, Consultant shall indemnify, defend (at the Consultant's sole cost and expense), protect and hold harmless the City and its elected officials, officers, employees, agents and volunteers and all other public agencies whose approval of the project is required, (individually "**Indemnified Party**"; collectively "**Indemnified Parties**") against any and all liabilities, claims, judgments, arbitration awards, settlements, costs, demands, orders and penalties (collectively "**Claims**"), including but not limited to Claims arising from injuries or death of persons (the Consultant's employees included) and damage to property, which Claims arise out of, pertain to, or are related to the negligence, recklessness or willful misconduct of the Consultant, its agents, employees, subcontractors, or subconsultants, or arise from the Consultant's negligent, reckless or willful performance of or failure to perform any term, provision, covenant or condition of this Agreement ("**Indemnified Claims**"), but the Consultant's liability for Indemnified Claims shall be reduced to the extent such Claims arise from the negligence, recklessness or willful misconduct of the City and its elected officials, officers, employees, agents and volunteers.

B. The Consultant shall require all non-design-contract subcontractors and subconsultants used or subcontracted by the Consultant to perform the Services or Work required under this Agreement, to execute an Indemnification Agreement adopting the indemnity provisions in subsection 6.1 in favor of the Indemnified Parties. In addition, the Consultant shall require all non-design-contract subcontractors or subconsultants used or sub-contracted by the Consultant to perform the

Services or Work required under this Agreement, to obtain insurance that is consistent with the Insurance provisions as set forth in this Agreement, as well as any other insurance that may be required by Contract Officer.

## **7.0 REPORTS AND RECORDS**

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

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

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

**7.4 Release of Documents.** All drawings, specifications, reports, records, documents, and other materials prepared by the Consultant in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer. All information gained by

the Consultant in the performance of this Agreement shall be considered confidential and shall not be released by the Consultant without the City's prior written authorization.

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

## **8.0 ENFORCEMENT OF AGREEMENT**

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

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

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

A. If the City Administrator, or his designee, determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he shall notify the Consultant in writing of such default. The Consultant shall have ten (10) days, or such longer period as the City may designate, to cure the default by rendering satisfactory performance. In the event the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which the City may be entitled at law, in equity, or under this Agreement. The Consultant shall be liable for all reasonable costs incurred by the City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing shall limit the City's right to terminate this Agreement without cause under Section 3.5.

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

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

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

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

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

## **9.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

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

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

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

## **10.0 MISCELLANEOUS PROVISIONS**

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

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

B. The Consultant shall have sole control of the defense of any such claim or suit and all negotiations for settlement in the event the City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at the Consultant’s expense. The Consultant shall not be obligated to indemnify the City under any settlement that is made without the Consultant’s consent, which shall not be unreasonably withheld. If the use or sale of such item is enjoined as a result

of the suit or claim, the Consultant, at no expense to the City, shall obtain for the City the right to use and sell the item, or shall substitute an equivalent item acceptable to the City and extend this patent and copyright indemnity thereto.

**10.2 Notice.** Any notice, demand, request, consent, approval, or communication that either party desires, or is required to give to the other party or any other person shall be in writing. All notices shall be personally delivered, sent by pre-paid First Class U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission. All notices shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, and instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

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

To Consultant: C1 Energy Solutions, LLC  
9913 Sunset Drive  
Lenexa, Kansas 66220  
Attention: Gerald L. Charlton, P.E.  
Telephone: (913) 707-4325  
Facsimile:

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

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

**10.5 Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

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

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

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

**10.8. Corporate Authority.** Each of the undersigned represents and warrants that (i) the Party for which he or she is executing this Agreement is duly authorized and existing; (ii) he or she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he or she is signing; (iii) by so executing this Agreement, the Party for which he or she is signing is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other agreement to which the Party for which he or she is signing is bound.

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

**10.10 Ownership of Deliverables.** Except to the extent that they incorporate the Consultant's proprietary benchmarks, software, techniques, methodologies, know-how and report formats (collectively, "the Consultant's Proprietary Information"), all documents, data, plans, specifications, and other tangible materials authored or prepared and delivered by the Consultant to the City under the terms of this Agreement (collectively, the "Deliverables"), are the sole and exclusive property of the City, or its successors, once paid for by the City. To the extent that the Consultant's Proprietary Information is incorporated into such Deliverables, the City shall have a perpetual, nonexclusive, worldwide, royalty-free license to use, copy, and modify the Consultant's Proprietary Information as part of the Deliverables, in the ordinary course of the City's business. Any reuse of the Deliverables by the City on a separate or different project shall be without legal liability to the Consultant.

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

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

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

A. The purchase, lease, or contract involves an expenditure of less than twenty-five thousand dollars;

B. Only one line of a particular good or product is manufactured or produced in the United States;

C. The specified products are not manufactured or produced in the United States in sufficient quantities to meet the City’s requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the City’s requirements;

D. Obtaining the specified products manufactured or produced in the United States would increase the cost of the contract by more than ten percent.

If this section shall not apply because of the circumstance described in paragraphs C-D above, then the Consultant shall provide the City with the information necessary to make the certifications required under Section 34.353, Mo. Rev. Stat.

## **11.0 DEFINITIONS**

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

A. *Agreement:* This “Contract Services Agreement—Professional Construction Observation and Owner’s Representative Services” including those exhibits attached hereto.

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

C. *Consultant:* C1 Energy Solutions, LLC. This is the entity named as such in this Agreement.

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

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

*(Signatures on following page)*

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

ATTEST:

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

By: \_\_\_\_\_  
Donald Stielow  
*Mayor*

**C1 ENERGY SOLUTIONS, LLC**  
a Kansas limited liability company

ATTEST:

\_\_\_\_\_  
Angela J. Charlton, *Secretary*

By: \_\_\_\_\_  
Gerald L. Charlton, P.E.  
*President*

**Exhibit "A"**  
**SCOPE OF SERVICES AND GENERAL PROJECT DESCRIPTION**

**A. PURPOSE OF THE CONTRACT**

Except as expressly specified in this Agreement, the Consultant agrees to provide all of the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all of the services and do all the things necessary for the proper completion of the Consultant services which are particularly described in greater detail hereinafter.

The Consultant shall provide professional construction observation and inspection services, as set forth in this Exhibit A for the North Kansas City Water Treatment Plant and Well Field Improvements Project. The Consultant will oversee the General Contractor (for construction and all related work and services) and all subcontractors on behalf of the City, and assure the construction is in accordance with the construction plans, drawings, and specifications provided by the project engineering firm, Burns & McDonnell Engineering Company, Inc., during the construction of the North Kansas City Water Treatment Plant and Well Field Improvements Project.

It is anticipated that the City will enter into a contract with a general contractor for the Project within approximately two (2) months from the date of this Agreement, with mobilization and the beginning of construction anticipated to commence in August or September, 2020. The Project area includes the City's Water Treatment Plant, located at 1852 Burlington, North Kansas City, Missouri, 64116, and the City-owned property adjacent to, and west of the Water Treatment building. The renovations include, but are not limited to, the following:

The construction of architectural, structural, mechanical, civil, and electrical rehabilitation of the City's existing Water Treatment Plant facilities and structures including, but not limited to, the following: demolition; rehabilitation of the Water Treatment Plant building; two new wells; new electrical system; new SCADA control system improvements; new instrumentation; new HVAC systems; new chemical/electrical building; new high service pumps and piping; new filter valves and actuators; new chlorine storage and feed building; new chemical storage and feed equipment; new well/piping buildings; rehabilitation of the existing solids contact clarifier equipment; renovation of the existing aerator; renovation of City Well 1; site work; yard piping; and security improvements.

The City will provide the Consultant with a trailer to be located onsite. The trailer will have heat and air-conditioning, as well as a large table for plan review, chairs, and access to a printer/scanner machine located in the Water Plant.

**B. CONSULTANT'S RESPONSIBILITY**

1. The Consultant will serve as the City's/Owner's Project Representative throughout construction of the Project.

**SCOPE OF SERVICES**

The following is a detailed listing of the construction phase tasks to be completed by the Consultant as the City's/Owner's Project Representative. The scope of services and certain tasks may be modified by the City at any time prior to or during construction.

The Consultant (sometimes referred to as the “City’s or Owner’s Project Representative”) for the Project shall serve as the City’s principal point of contact and liaison between the engineer, contractors, and other consultants and vendors throughout the Project. The Consultant shall advocate for the Owner’s interests of quality, timely and cost-sensitive construction while maintaining professional relationships with contractors. The Consultant will be responsible for overseeing the delivery of the Project at the best and lowest price in the marketplace and highest degree of functionality and quality. The Consultant, however, will not replace the engineer, builder and other consultants.

The Consultant will observe the General Contractor’s work and, among other things, perform the services listed below. The Consultant shall not have responsibility for the superintendence of construction, site conditions, safety, safe practices or unsafe practices or conditions, operation, and equipment. This service will in no way relieve the General Contractor of complete supervision and inspection of the work or the General Contractor’s obligation for complete compliance with the drawings and specifications. The General Contractor shall have sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices or conditions.

The Consultant’s services shall include, but not be limited to, being the lead Owner’s Project Representative for not more than thirty (30) hours per week for not more than seventy-five (75) weeks from commencement of construction of the project (based on an anticipated construction schedule through final completion of improvements). Specific services performed by the Consultant shall include, but not be limited to, the following:

Serve as a Liaison with City, Project Engineer, and Construction Contractor (the General Contractor for the overall construction project).

Conduct onsite observations of the general progress of the work to assist the City in determining if the work is proceeding in accordance with the construction contract documents.

Serve as a liaison with the City and the General Contractor, working principally through the General Contractor’s superintendent, and assist the Engineer in providing interpretation of the construction contract documents. Transmit Engineer’s clarifications and interpretations of the construction contract documents to Contractor.

Verify that Contractor has contacted utilities in the general construction area and advised them of the Contractor’s schedule. Assist in coordinating scheduling of utility activities to minimize conflicts with City’s activities.

Visually assess materials, equipment, and supplies delivered to the worksite. Reject materials, equipment, and supplies which do not conform to the construction contract documents.

Assist with coordination of onsite materials testing services during construction. Copies of testing results will be forwarded to the City, Engineer, and Contractor for review and information.

Observe field tests of equipment, structures, and piping, and review the resulting reports, commenting to Engineer, as appropriate.

#### Meetings, Reports, and Document Review and Maintenance

Attend the preconstruction conference and assist the City and Engineer in explaining administrative procedures which will be followed during construction.

Attend monthly progress meetings, and other meetings with the City and the Contractor when necessary, to review and discuss construction procedures and progress scheduling, Engineering management procedures, and other matters concerning the project.

Submit to the City, with a copy to Engineer, weekly construction progress reports containing a summary of the Contractor's progress including photos, general condition of the work, problems, and resolutions or proposed resolutions to problems.

Review the progress schedule, schedule of shop drawings submissions, and schedule of values prepared by the Contractor and consult with the City and Engineer concerning their acceptability.

Report to the City regarding work which is known to be defective, or which fails any required inspections, tests, or approvals, or has been damaged prior to final payment; and advise Engineer whether the work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

Review applications for payment with Construction Contractor for compliance with the established procedure for their submission, and forward them with recommendations to the City, noting particularly their relationship with the schedule of values, work completed, and materials and equipment delivered at the site, but not incorporated into the work.

Verify Contractor's and subcontractor's employee time sheets to ensure wages are accurate and in conformance with the applicable Prevailing Wage Order.

Receive Samples which are furnished at the site by the Construction Contractor and notify the City of their availability for examination.

During course of the work, verify that specified certificates, operation and maintenance manuals, and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed. Deliver this material to the City/Owner for review prior to final acceptance of the work.

Maintain a marked set of drawings and specifications at the jobsite based on data provided by the Contractor. This information will be combined with information from the record documents maintained by the Contractor, and a master set of documents conforming to construction records will be produced.

Review certificates of inspections, tests, and related approvals submitted by the Contractor as required by laws, rules, regulations, ordinances, codes, orders, or the Contract Documents.

Maintain reports of jobsite conferences, meetings, and discussions among the Engineer, City, and Contractor.

Maintain the following documents at the jobsite:

- Correspondence files
- Copies of approved shop drawings, supplier O&M Manuals, and samples.
- Copies of construction contract documents.

Addenda.

Change orders.

Field orders.

Additional drawings issued subsequent to execution of the construction contract documents.

Progress reports.

Names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

Maintain a daily diary or logbook of events at the jobsite and provide a weekly summary report to the City, including, but not limited to, the following information:

Days the Construction Contractor worked on the jobsite.

Construction Contractor and subcontractor personnel on jobsite.

Construction equipment on the jobsite.

Observed delays and causes.

Weather conditions.

Data relative to claims of extras or deductions.

Daily activities.

Observations pertaining to the progress of the work.

Materials received on jobsite.

Observation of field tests and procedures.

Observation of defects or deficiencies in Construction Contractor's work.

Upon request by the engineer, take photos of certain material, equipment, and installations.

The diary or logbook shall remain the property of the City. A copy will be provided to the City upon Substantial Completion of the Project.

Assistance in Certification of Substantial Completion.

Before issuance of the Certificates of Substantial Completion, submit to Construction General Contractor a list of observed items requiring completion or correction.

Assist Engineer in conducting final review in the company of Owner and Contractor and prepare a final list of items to be completed or corrected.

Verify that all items on the final list have been completed or corrected and make recommendations to Engineer and City concerning acceptance.

*(Remainder of this page intentionally left blank)*

**Exhibit “B”**  
**CITY’S REQUEST FOR QUALIFICATIONS**



CITY OF NORTH KANSAS CITY, MO  
*Department of Public Works*  
2010 Howell Street  
North Kansas City, Missouri 64116  
Telephone: (816) 274-6004

## **Request for Qualifications**

Owner’s Project Representative  
Water Treatment Plant and Well Field Improvements  
City of North Kansas City, Missouri

The City of North Kansas City, Missouri (the “City”) is soliciting Statements of Qualifications from firms or qualified individuals capable of providing Owner’s Representation to oversee the work of the contractor and subcontractors on behalf of the City during the construction of North Kansas City’s “*Water Treatment Plant and Well Renovation Project*”.

**Qualification submittals must be received by 2:00 pm CST on Tuesday, November 5, 2019, and should be clearly labeled “Owner’s Project Representative—Water Treatment Plant and Well Renovation Project” and sent to:**

Crystal Doss  
City Clerk  
2010 Howell Street  
North Kansas City, MO 64116

For information about the project, including an overview of the project and a detailed Scope of Services, contact Pat Hawver, Director of Public Works, at (816) 274-6004 or email [pahawver@nkc.org](mailto:pahawver@nkc.org).

**REQUEST FOR QUALIFICATIONS**  
Owner's Project Representative  
Water Treatment Plant and Well Renovation Project

**OVERVIEW**

The City of North Kansas City, Missouri (the “**City**” or the “**Owner**”) is soliciting Statements of Qualifications (“**SOQs**”) from qualified entities, firms and independent individuals interested in providing an Owner's Project Representative to oversee the contractor and subcontractors on behalf of the City, and assure the construction is in accordance with the construction plans and specifications provided by the project engineering firm, Burns and McDonnell Engineering, during the construction of the North Kansas City Water Treatment Plant and Well Renovation Project (the “**Project**”).

The purpose of this Request for Qualifications is to identify a qualified Owner's Project Representative who may be employed by an entity, firm, or qualified individual, that has the resources, expertise, and experience to provide construction oversight services for the project. The Owner's Project Representative is anticipated to work approximately 20-30 hours per week for 65 weeks on an hourly basis, based on the projected construction schedule, which would be through final completion of all improvements.

It is anticipated that the City will enter into a contract with a general contractor for the Project in December 2019, with mobilization and the beginning of construction is anticipated to commence in February, 2020. The Project area includes the City's Water Treatment Plant, located at 1852 Burlington, North Kansas City, Missouri, 64116, and the City-owned property adjacent to, and west of the Water Treatment building. The renovations include, but are not limited to, the following:

The construction of architectural, structural, mechanical, civil, and electrical rehabilitation of the existing Water Treatment Plant facilities and structures including, but not limited to, the following: demolition; rehabilitation of the Water Treatment Plant building; two new wells; new electrical system; new SCADA control system improvements; new instrumentation; new HVAC systems; new chemical / electrical building; new high service pumps and piping; new filter valves and actuators; new chlorine storage and feed building; new chemical storage and feed equipment; new well/piping buildings; rehabilitation of the existing solids contact clarifier equipment; renovation of the existing aerator; renovation of Well 1; site work; yard piping; and security improvements.

The City will provide the Resident Project Representative with a construction trailer with heat and air-conditioning, which will include a large table for plan review, chairs, a computer, a cell phone, and access to a printer/scanner machine located in the Water Plant. for the will be provided by the City.

## **SCOPE OF SERVICES**

The following is a detailed listing of the construction phase tasks to be completed by the Owner's Project Representative. The scope of services and certain tasks may be modified by the City at any time prior to or during construction.

The selected consultant (hereinafter the "Owner's Project Representative") for the Project shall serve as the City's principal point of contact and liaison between the engineer, contractors, and other consultants and vendors throughout the Project. The Owner's Project Representative shall advocate for the Owner's interests of quality, timely and cost-sensitive construction while maintain professional relationships with contractors. The Owner's Project Representative will be responsible for overseeing the delivery of the Project at the best and lowest price in the marketplace and highest degree of functionality and quality. The Owner's Project Representative, however, will not replace the engineer, builder and other consultants.

The Owner's Project Representative will observe the Construction Contractor's work and, among other things, perform the services listed below. The Owner's Project Representative shall not have responsibility for the superintendence of construction, site conditions, safety, safe practices or unsafe practices or conditions, operation, and equipment. This service will in no way relieve the Contractor of complete supervision and inspection of the work or the Contractor's obligation for complete compliance with the drawings and specifications. The Contractor shall have sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices or conditions.

Owner's Project Representative services include being the lead Owner's Project Representative for approximately 20-30 hours a week for 65 weeks, based on an anticipated construction schedule through final completion of improvements. Specific services performed by the Owner's Project Representative are as follows:

Serve as a Liaison with City, Project Engineer, and Construction Contractor.

Conduct onsite observations of the general progress of the work to assist the City in determining if the work is proceeding in accordance with the construction contract documents.

Serve as a liaison with City and Contractor, working principally through the Contractor's superintendent, and assist Engineer in providing interpretation of the construction contract documents. Transmit Engineer's clarifications and interpretations of the construction contract documents to Contractor.

Verify that Contractor has contacted utilities in the general construction area and advised them of the Contractor's schedule. Assist in coordinating scheduling of utility activities to minimize conflicts with City's activities.

Visually assess materials, equipment, and supplies delivered to the worksite. Reject materials, equipment, and supplies which do not conform to the construction contract documents.

Assist with coordination of onsite materials testing services during construction. Copies of testing results will be forwarded to City, Engineer, and Contractor for review and information.

Observe field tests of equipment, structures, and piping, and review the resulting reports, commenting to Engineer, as appropriate.

### Meetings, Reports, and Document Review and Maintenance

Attend the preconstruction conference and assist City and Engineer in explaining administrative procedures which will be followed during construction.

Attend monthly progress meetings, and other meetings with City and the Contractor when necessary, to review and discuss construction procedures and progress scheduling, Engineering management procedures, and other matters concerning the project.

Submit to City, with a copy to Engineer, weekly construction progress reports containing a summary of the Contractor's progress including photos, general condition of the work, problems, and resolutions or proposed resolutions to problems.

Review the progress schedule, schedule of shop drawings submissions, and schedule of values prepared by the Contractor and consult with City and Engineer concerning their acceptability.

Report to City regarding work which is known to be defective, or which fails any required inspections, tests, or approvals, or has been damaged prior to final payment; and advise Engineer whether the work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

Review applications for payment with Construction Contractor for compliance with the established procedure for their submission, and forward them with recommendations to City, noting particularly their relationship with the schedule of values, work completed, and materials and equipment delivered at the site, but not incorporated into the work.

Verify Contractor's and subcontractor's employee time sheets to ensure wages are accurate and in conformance with the Prevailing Wage Order.

Receive Samples which are furnished at the site by the Construction Contractor and notify City of their availability for examination.

During course of the work, verify that specified certificates, operation and maintenance manuals, and other data required to be assembled and furnished by the Contractor are

applicable to the items actually installed. Deliver this material to Owner for review prior to final acceptance of the work.

Maintain a marked set of drawings and specifications at the jobsite based on data provided by the Contractor. This information will be combined with information from the record documents maintained by the Contractor, and a master set of documents conforming to construction records will be produced.

Review certificates of inspections, tests, and related approvals submitted by the Contractor as required by laws, rules, regulations, ordinances, codes, orders, or the Contract Documents.

Maintain reports of jobsite conferences, meetings, and discussions among the Engineer, City, and Contractor.

Maintain the following documents at the jobsite:

Correspondence files

Copies of approved shop drawings, supplier O&M Manuals, and samples.

Copies of construction contract documents.

Addenda.

Change orders.

Field orders.

Additional drawings issued subsequent to execution of the construction contract documents.

Progress reports.

Names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

Maintain a daily diary or logbook of events at the jobsite and provide a weekly summary report to City, including the following information.

Days the Construction Contractor worked on the jobsite.

Construction Contractor and subcontractor personnel on jobsite.

Construction equipment on the jobsite.

Observed delays and causes.

Weather conditions.

Data relative to claims of extras or deductions.

Daily activities.

Observations pertaining to the progress of the work.

Materials received on jobsite.

Observation of field tests and procedures.

Observation of defects or deficiencies in Construction Contractor's work.

Upon request by the engineer, take photos of certain material, equipment, and installations.

The diary or logbook shall remain the property of the City. A copy will be provided to City upon Substantial Completion of the Project.

Assistance in Certification of Substantial Completion.

Before issuance of the Certificates of Substantial Completion, submit to Construction Contractor a list of observed items requiring completion or correction.

Assist Engineer in conducting final review in the company of Owner and Contractor and prepare a final list of items to be completed or corrected.

Verify that all items on the final list have been completed or corrected and make recommendations to Engineer and City concerning acceptance.

## **EVALUATION AND SELECTION**

Qualifications will be evaluated based on the information submitted, along with an analysis of other available information. A selection committee will review the proposals to determine the most qualified submittals, based on the following criteria:

- Individual's resources and overall qualifications
- Individual's experience and performance on similar projects

After the initial evaluation, the selection committee will interview the "short list" and make a final selection. Once the final selection is made, the City will negotiate terms and conditions of an agreement with the selected engineering firm or independent individual. The engineering firms or individuals selected for the "short list" will be asked to provide the City their proposed hourly pay rate in a sealed envelope.

## **RESERVATION OF RIGHTS**

The City reserves the right to waive any informality or to reject any or all submittals.

## **QUALIFICATIONS SUBMITTAL REQUIREMENTS**

- A. Cover Letter:** On proposer letterhead, please identify the principal contact, providing the name, title, street address, email address, and telephone number. Qualification by corporations or limited liability companies must include the corporate name by the President or Vice-President (or other officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant to the secretary. If the proposer is an out-of-state corporation, provide evidence of authority to conduct business in the State of Missouri.

**B. Qualifications:** Qualifications shall include the following submissions showing:

**i. Project Experience:** Provide information on at least three (3) projects of similar type/size completed in the last fifteen (15) years. For each project submitted as evidence of experience, describe the project by name, type, location, construction cost, year completed, and owner's contact information. Project references should list contact name's phone number, and email address.

**1. Additional Information:** Provide additional relevant information that demonstrates the individual's qualifications.

### **PROPOSAL FORMAT AND DUE DATE**

Ideally, qualifications submitted shall not exceed a maximum of thirty (30) numbered pages or equivalents, exclusive of cover(s), cover letter, and appendices. Proposers should provide one original and four (4) bound copies.

### **GENERAL TERMS**

A. Nothing contained here will create any contractual relationship between the Owner and the firm submitting a response. Statements contained in the response of the successful firm may become part of the agreement for services.

B. Information received from each firm will become the property of the Owner. Information submitted by the firm cannot be considered confidential unless specifically identified as such by the firm.

C. Owner receives the right to approve all assigned personnel and may require the firm to replace members of the project team as deemed necessary.

D. The owner, Principal, or Corporate Officer of the responding firm shall sign the response to the Request for Qualifications attesting that all the information provided is true.

E. The Owner reserves the right to accept or reject any or all Responses, waive any irregularities, and to award the contract to any firm deemed the most qualified.

F. The Owner is not responsible for any costs incurred by any firm for any work performed relative to the preparation of the Response to this Request for Qualifications or subsequent negotiations of a contract for owner representative services.

G. Provide name, address, telephone and fax number, and e - mail address of the firm responding to this Request for Qualification. Please designate a single representative or prime contact through whom the Owner may communicate at the firm.

H. Owner's Representative agrees to indemnify and defend and hold harmless the Owner, together with its employees, agents, architects and engineers, and authorized representatives, from and against any and all losses, suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, reasonable attorney fees, costs and expenses of whatsoever kind or nature whether arising before or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any action, omission, fault or negligence whether active or passive of Owner's Project Representative, or of anyone acting under its direction or control or on its behalf in connection with or incidents to the performance of this Contract. Owner's Project Representative's indemnity and hold harmless obligations shall apply to the fullest extent permitted by law.

I. The insurance specifications shall meet the following minimum credentials:

1. General Liability

- (a) General Aggregate \$1,000,000.00
- (b) Product, Completed Operations Aggregate \$1,000,000.00
- (c) Each Occurrence \$1,000,000.00
- (d) Excess or Umbrella Liability \$2,000,000

2. Automobile Liability

- (a) Combined Single Limit \$1,000,000.00

3. Excess Liability

- 1. Each Occurrence \$1,000,000.00
- 2. Aggregate \$1,000,000.00

4. Professional Liability \$1,000,000.00

5. Workers Compensation and Employers Liability (\$1,000,000 Each Accident).

The Owner's Project Representative must provide a Certificate of Insurance and Endorsement satisfactory to the City naming the City of North Kansas City, Missouri, as additional insured. All insurance policies (except Professional Liability) shall include a waiver of any right of subrogation of the insurers against the Owner and its assigns, subsidiaries and affiliates. This certificate shall remain in force for the length of the contract and extensions. All insurance policies shall be primary and non-contributory policies. The policies shall provide that the insurance companies shall notify Owner at least thirty (30) days in advance of the effective

date of any modification or termination of the policy. The Owner's Project Representative shall provide Owner, prior to execution of this Agreement and upon its request from time to time, a certificate or certificates of insurance evidencing the coverage above issued by insurance companies authorized to conduct business under the laws of the State of Missouri.

**NOTICE AND INSTRUCTIONS TO BIDDERS/VENDORS  
REGARDING §§ 285.525 THROUGH 285.550 RSMO, EFFECTIVE JANUARY 1, 2009**

Effective January 1, 2009 and pursuant to Missouri Revised Statute Section 285.530(1), "No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri."

As a condition for the award of any contract or grant in excess of five thousand dollars (\$5,000) by the state or by any political subdivision of the state (e.g. North Kansas City, Missouri) to a business entity, the business entity (Company) shall, by sworn affidavit **and** provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Section 285.530 (2) RSMo.

*(Remainder of this page intentionally left blank)*

**Exhibit “C”**  
**RESPONSE TO REQUEST FOR QUALIFICATIONS**

See following pages for Consultant’s Response to the Request for Qualifications.

*(Remainder of this page intentionally left blank)*

Exhibit "C"

**Statement of Qualifications**  
**Owner's Project Representative**  
**Water Treatment Plant and Well Field Improvements**  
**City of North Kansas City, Missouri**

Presented by



November 12, 2019



November 6, 2019

City of North Kansas City  
Department of Public Works  
Attn: Mr. Pat Hawver, Director of Public Works  
2010 Howell Street  
North Kansas City, MO 64116

RE: RFQ – Owner’s Project Representative  
Water Treatment Plant and Well Field Improvements

Dear Mr. Hawver,

I am pleased to submit my Qualifications for the Owner’s Project Representative associated with the above referenced project. This project came to my attention from Chip Corcoran, President of Renaissance Infrastructure Consulting (RIC). I am the Owner of C1 Energy Solutions, LLC and a part time employee with RIC. Mr. Corcoran recently introduced me to you during a conference call to discuss the project. Following our conference call Chip and I agreed that the needs of North Kansas City on this project would best be served by C1 Energy with my expertise and economy of scale.

This submittal of Qualifications will show relevant project experience, beginning with my serving as the Owner’s Representative on the design and construction of the \$120,000,000.00 PSLNA (now Jindal Tubular) steel pipe manufacturing facility located in Port Bienville Industrial Park, Hancock County, Mississippi. The PSLNA and other project experience presented in this submittal will include pertinent information that shows how I adeptly liaised between the Owner, engineers, contractors, vendors and other consultants.

My engineering background began as a structural engineer. An aspect of serving as a structural engineer is the need to have a working knowledge of all engineering disciplines. In addition, my experience in the field along with managing design/build projects, has given me a well-rounded background suitable for serving as an Owner’s Representative. Ironically, I began my engineering career with the Missouri Highway and Transportation Department (now MODOT). One of the first projects I worked on was the Heart of America Bridge, the main entrance into North Kansas City. My familiarity of Special Inspections, which will be prevalent on the Water Treatment project, began on this project where I performed special inspections on my than 1,500 cubic yards of reinforced concrete.

As the Owner's Representative for North Kansas City on this project, I will be the City's advocate in making sure the scope of work is completed on time, within budget and meets or exceeds the City's expectations. Maintaining the project schedule is pivotal in delivering a project on budget. My experience outlined in this submittal will provide examples of how scheduling obstacles were overcome, which lead to successful project completion. Additionally, having multi-discipline experience in managing design/build projects allows me to manage potential design omissions, thereby minimizing the possible economic impact of Change Orders.

Included with this submittal is C1 Energy's acknowledgement of the list of Scope of Services that will be the responsibility of the Owners Representative. As previously mentioned C1 Energy can provide these services with an economy of scale, we anticipate the services proposed will be approximately 1% of the project budget. An individual with an engineering and construction background, along with previous experience serving as an Owner's Representative can certainly protect the project from additional costs associated with change orders.

Finally, I mentioned earlier my relationship with RIC and specifically how Chip Corcoran introduced me to this project. In the circumstance where additional or substitute staff are required on this project, RIC will provide support to C1 Energy.

I am confident the City of North Kansas City will find my qualifications appealing and I look forward to further discussions with the City regarding my possible placement as the Owner's Representative on this project.

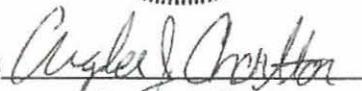
Enclosed, you will find our response that outlines the information requested in the Request for Qualifications. C1 Energy Solutions is excited for this opportunity with the City of North Kansas City. Please contact me should you have any questions or need any additional information. We look forward to your positive response to our submittal.

Best regards,  
C1 Energy Solutions



Gerald (Jerry) L. Charlton, P.E.  
President  
[jcharlton@c1energysolutions.com](mailto:jcharlton@c1energysolutions.com)  
C: 913-707-4325



Witness   
Angela J. Charlton  
Secretary

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# JERRY CHARLTON, P.E.

9913 Sunset Drive, Lenexa, KS 66220  
jcharlton@C1EnergySolutions.com – 913-707-4325

## PROFESSIONAL ENGINEER

### STRUCTURAL & CIVIL – OWNER’S REPRESENTATIVE – PROJECT/CONSTRUCTION MANAGEMENT

Versatile and results-oriented Engineering Professional leveraging project management skills to maximize profit margins and finish key projects ahead of schedule. Combine well-rounded engineering and construction insight with expertise in team leadership to craft effective project strategies. Proven ability to forge partnerships, collaborate cross-functionally, and work with vendors and subcontractors. Record of success building, training and motivating teams to outperform expectations.

## CORE EXPERTISE

*Owner’s Representative – Project/Construction Management – Design/Build Project Approach – Contract Administration  
Vendor & Contractor Relations – Budgeting – Scheduling – Team Leadership – Due Diligence Report – Condition Surveys  
Technical Writing – Permitting – Computer Aided Design – Structural/Civil-Site Design of Commercial and Industrial Projects*

## KEY ACCOMPLISHMENTS

### **Owner & Design/Build Project Manager; C1 ENERGY SOLUTIONS – Lenexa, KS**

- UMASS, Amherst – Solar Design and Installation, 1.0MW, 5 on Campus Buildings [http://bit.ly/UMASS\\_SolarJ3](http://bit.ly/UMASS_SolarJ3)

### **Owner & Design/Build Project Manager; C1 ENERGY SOLUTIONS – Lenexa, KS**

- Citizens Potawatomi Nation – Ironhorse, 400 Acre Industrial Park Development [www.ironhorsecpn.com](http://www.ironhorsecpn.com)

### **Owner’s Representative & Design/Build Project Manager ; A&L UNDERGROUND – Lenexa, KS**

- PSLNA, Bay St. Louis, MS (\$120MM+ Industrial Manufacturing Facility) – Now Jindal Tubular [www.jindaltubular.com](http://www.jindaltubular.com)
- 1<sup>st</sup> 2-Step Spiral Welded Pipe Mill Commissioned in the United States

### **Chief Engineer & Construction Manager; R&R CONTRACTING – Grand Forks, ND**

#### **Bakken Oil Field – Railroad Terminal Facilities serving the Oil & Gas Industry**

- ONEOK – Railroad Terminal Facility’s: Sidney, Montana; Hutchinson, Kansas [www.oneok.com](http://www.oneok.com)
- Plains Midstream – Railroad Terminal Facility’s: Ross, North Dakota; Fairview, Montana [www.plainsmidstream.com](http://www.plainsmidstream.com)

### **Project Manager – Multi-Discipline; TRANSYSTEMS CORPORATION – Kansas City, MO**

- Conway Transportation, Truck Terminals located in Kansas, Illinois, Kentucky, Pennsylvania, New York

### **Project Management – Structural Design; TRANSYSTEMS CORPORATION – Kansas City, MO (KCMO)**

- *Oscor Drug Stores (CVS)*: 20+ stores located in Kansas, Missouri, Nebraska, Iowa, Indiana, Arizona, California
- *Retail Shopping Centers*: Zona Rosa Development, KCMO, Chapel Ridge Shopping Center, Lee’s Summit, MO; Chouteau Crossings Shopping Center, KCMO; Crackerneck Plaza Shopping Center, Independence, MO;

### **Lead Engineer – Structural Design; BIBB & ASSOCIATES (NOW KIEWIT POWER) – Lenexa, KS**

- 80MW North Branch Power Project, Bayard, WV; 80MW Grant Town Power Project, Grant Town, PA

### **Bridge Design Engineer & Bridge Inspector; MISSOURI DEPARTMENT OF TRANSPORTATION – Jefferson City, MO**

- I-670 Viaduct (Jay B. Dilligham Bridge); Heart of America Bridge – Route 9 over the Missouri River

## PROFESSIONAL EXPERIENCE

C1 ENERGY SOLUTIONS – Lenexa, KS  
*Engineering Firm*

JUNE 2012 to PRESENT

### **OWNER**

Started C1 Energy Solutions following being on the road for several years working on the PSLNA steel pipe manufacturing facility on the gulf coast and managing design/build railway terminals in the Bakken Oil Fields. C1 Energy Solutions was an immediate success founded upon my versatile structural/civil/railway design skills and knowledge of MEP design disciplines. Forged partnerships with other A/E firms to present a robust team of experts to prospective clients. Developed financial models promoting the Solar Energy Industry. Managed the design on over 30MW of solar projects. Successful projects included the solar design and installation on the UMASS, Amherst campus and the design of the Ironhorse Industrial Park for the Citizens Potawatomi Nation.

R&R CONTRACTING – Grand Forks, ND

2010 to 2012

*Design build contractor focusing on railway terminal facilities serving the Bakken Oil Field.*

---

**CHIEF ENGINEER & CONSTRUCTION MANAGER** – Provided tactical engineering leadership to design and construction of railroad terminal facilities that supported oil and gas industry in Bakken oil field in North Dakota and Montana. Played crucial role in preparation of bid estimates and construction documents. Forged partnerships and developed contract agreements and RFPs for subcontractors and vendors. Guided team of three staff engineers and headed onsite construction efforts of subcontractors to ensure compliance with construction documents and schedules. Administered subcontractor pay applications.

- **Led on-time completion of railway terminal project with four-month construction schedule, surmounting challenges faced by 40 days interrupted by weather**

A&L UNDERGROUND – Lenexa, KS

2007 to 2010

*Domestic 10% owner of PSL North America Project for India-based PSL Limited.*

---

**OWNER'S REPRESENTATIVE & CONSTRUCTION MANAGER** – Carried robust oversight for design, planning, and construction of \$120MM steel pipe manufacturing facility in Mississippi for PSL North America, LLC. Hand-selected to serve as Owners Representative for sole domestic owner on industrial facility project. Defined and set all project strategies, including budgeting, conceptual site planning, requirements gathering, and location selection. Selected and procured architectural and engineering services for development of construction documents.

Directed construction efforts to ensure compliance with construction documents and schedules. Adeptly negotiated necessary change orders. Liaised with Katrina Supplemental Community Development Block Grant (CDBG) to oversee funds attained for civil site improvements. Collaborated with executive staff to prepare documents presented to board of directors at quarterly meetings. Personally handled all RFPs for construction material purchases and trade construction.

- **Spearheaded on-time and within budget completion of 600K sq ft facility within 14 months.**
- **Crucial to project garnering recognition of achievement from Mississippi Governor Haley Barbour.**
- **Recognized by Grant Administrator for combination of tenacity and skillful management.**

TRANSYSTEMS CORPORATION – Kansas City, MO

1993 to 2007

*National architectural and engineering firm, with more than 1,000 employees.*

---

**PROJECT MANAGER** (1996 to 2007) & **STRUCTURAL ENGINEER** (1993 to 1996) – Achieved rapid promotion from Structural Engineer to project management capacity, balancing several projects concurrently with staffs of up to four. Strategized new proposals for prospective clients, defining and communicating project approach, scope of services, timeline for completion, and fees.

- **Consistently delivered profit margins at least 10% above company benchmark by planning and delivering thorough, effective proposals.**
- **Showcased firm capacity for handling numerous concurrent projects while still completing projects on-time and within budget.**

BIBB & ASSOCIATES – Merriam, KS

1989 to 1993

*National architectural and engineering firm – focused on Power Generation Projects.*

---

**STRUCTURAL ENGINEER** – Expanded previous bridge engineering experience with advancement into the design of multi-story steel and concrete structures supporting highly technical mechanical equipment for the power generation industry.

MISSOURI DEPARTMENT OF TRANSPORTATION – Jefferson City, MO

1986 to 1989

*State DOT – Bridge Department*

---

**BRIDGE ENGINEER** – Started engineering career with MDOT as a bridge engineer. Bridge designs included superstructure design of pre-stressed concrete I-girder spans, concrete voided slab and solid slab decks, steel plate girder spans, horizontally curved steel plate girders spans. Substructure design included concrete columns with beam caps, concrete spread footings and concrete pile cap footings.

- **Received 2-step raise, an uncommon promotion within a public organization for an EIT**

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**EDUCATION BACHELOR'S DEGREE IN CIVIL ENGINEERING – UNIVERSITY OF KANSAS**

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## Project Experience – PSL North America (PSLNA – Now Jindal Tubular)

OWNER'S REPRESENTATIVE & CONSTRUCTION MANAGER for A&L Underground (sole domestic owner of majority owner foreign company PSL Limited, India)

A&L Underground was tasked with overseeing the design, planning, and construction of \$120MM steel pipe manufacturing facility in Mississippi for PSL North America, LLC. Hand-selected to serve as Owners Representative to successfully commissioning the 1<sup>st</sup> 2-Step Spiral Pipe Manufacturing Mill in the United States.

As the Owner's Representative, I defined and set all project strategies, including budgeting, conceptual site planning, requirements gathering, and location selection. Selected and procured architectural and engineering services for development of construction documents. Directed construction efforts to ensure compliance with construction documents and schedules. Adeptly negotiated necessary change orders. Liaised with Katrina Supplemental Community Development Block Grant (\$14,000,000.00 – CDBG Funding) to oversee funds attained for civil site improvements. Collaborated with executive staff to prepare documents presented to board of directors at quarterly meetings. Personally handled all RFPs for construction material purchases and trade construction.

### Project Highlights

- Spearheaded on-time and within budget completion of 600K sq ft facility within 14 months.
- Crucial to project garnering recognition of achievement from Mississippi Governor Haley Barbour.
- Recognized by Grant Administrator for combination of tenacity and skillful management.
- Broke ground in December 2008, approximately 6 months following the commencement of construction by the Berg Steel Pipe Mill, Mobile, Alabama (similar, German owned facility). We successfully produced our 1<sup>st</sup> pipe ahead of the Berg Mill.
- Project included a water treatment facility as part of the 100,000 square foot pipe coating facility that was a part of the project.
- A crucial component of the facility was a state of the art SCADA system and local HMI terminals positioned at key points of plant operations.

Member of the Board of Directors:  
Mr. Richard Gilstrap, General Counsel  
Phone: 316-253-1120  
Email: richg@ardedylaw.com

## Project Experience – R&R Construction, Bakken Oil Field

CHIEF ENGINEER & CONSTRUCTION MANAGER for R&R Underground, Grand Forks, North Dakota

Provided tactical engineering leadership to design and construction of railroad terminal facilities that supported oil and gas industry in Bakken oil field in North Dakota and Montana. Played crucial role in preparation of bid estimates and construction documents. Forged partnerships and developed contract agreements and RFPs for subcontractors and vendors. Guided team of three staff engineers and headed onsite construction efforts of subcontractors to ensure compliance with construction documents and schedules. Administered subcontractor pay applications.

During the 2011 Construction Season, oversaw the successful completion the following railroad terminal facilities, with total construction value over \$30,000,000.00:

- ONEOK – Railroad Terminal Facility: Sidney, Montana
- ONEOK – Railroad Terminal Facility: Hutchinson, Kansas
- Plains Midstream – Railroad Terminal Facility: Ross, North Dakota
- Plains Midstream – Railroad Terminal Facility: Fairview, Montana

### Project Highlights

- The Sidney, Montana facility experienced significant weather delays attributed to the 100 year rain events that occurred during the Spring of 2011. This rain fall eventually flooded the Missouri River flood plains in the Midwest. We broke ground in early April 2011 and had a contract completion date of July 30, 2011. Although beset by 40 days interrupted by weather, we completed the project on-time. This required my being on-site around the clock and working closely with the Contractor and Subcontractors to perform inspections and immediately address any field concerns that could have presented additional obstacles to completion.

R&R Contracting representative:  
Mr. Michael Bibow  
Phone: 710-610-9819  
Email: michael.e.bibow@gmail.com

## Project Experience – C1 Energy Solutions

### OWNER AND DESIGN/BUILD PROJECT MANAGER

Started C1 Energy Solutions following being on the road for several years working on the PSLNA steel pipe manufacturing facility on the gulf coast and managing design/build railway terminals in the Bakken Oil Fields. C1 Energy Solutions was an immediate success founded upon my versatile structural/civil/railway design skills and knowledge of MEP design disciplines. Forged partnerships with other A/E firms to present a robust team of experts to prospective clients. Developed financial models promoting the Solar Energy Industry. Managed the design on over 30MW of solar projects. Successful projects included the solar design and installation on the UMASS, Amherst campus

As part of the UMASS project, I established J3 Contracting as the construction arm of C1 Energy Solutions. We began solar design installation on five (5) campus buildings in the summer of 2016. The project was highlighted with a solar installation on the historic Fine Arts Facility (FAC). The size of the solar array on the FAC facility was 155kW, but had a construction value of \$500,000.00. The high value of construction cost with respect to the solar array size was because of the complexity of the project. The installation was completed on a 1:1 concrete pitched roof approximately 60 feet above ground. Additionally the installation was performed above glass sky lights that ran the entire length (640ft) of the project, where safety was of paramount aspect of the project.

#### Project Highlights

- Our innovative scaffolding system was pivotal towards a successful project completion.
- The project was prevailing wage, similar to the requirements on the NKC Water Treatment Project

Developer contact information:

Mr. Shane Griffin

Phone: 913-624-4399

Email: [shane.griffin@influentenergy.com](mailto:shane.griffin@influentenergy.com)

## Acknowledgement of Scope of Services

The below Scope of Services List is comprehensive and we acknowledge fulfilling the responsibility of each of these tasks. We additionally, recognize that the City may modify certain tasks at any time prior to or during construction.

In addition to the below list we will be available to answer questions by the current staff operating the facility. Additionally, we will schedule necessary tutorials to go over the O&M Manuals and schedule training sessions for the staff to learn the new operating procedures with specific training on the new SCADA system.

- ✓ Site Observations and Liaison with City and Construction Contractor.
- ✓ Conduct onsite observations of the general progress of the work to assist the City in determining if the work is proceeding in accordance with the construction contract documents.
- ✓ Serve as a liaison with City and Contractor, working principally through the Contractor's superintendent, and assist Engineer in providing interpretation of the construction contract documents. Transmit Engineer's clarifications and interpretations of the construction contract documents to Contractor.
- ✓ Verify that Contractor has contacted utilities in the general construction area and advised them of the Contractor's schedule. Assist in coordinating scheduling of utility activities to minimize conflicts with City's activities.
- ✓ Visually assess materials, equipment, and supplies delivered to the worksite. Reject materials, equipment, and supplies which do not conform to the construction contract documents.
- ✓ Assist with coordination of onsite materials testing services during construction. Copies of testing results will be forwarded to City, Engineer, and Contractor for review and information.
- ✓ Observe field tests of equipment, structures, and piping, and review the resulting reports, commenting to Engineer, as appropriate.

## Meetings, Reports, and Document Review and Maintenance

- ✓ Attend the preconstruction conference and assist City and Engineer in explaining administrative procedures which will be followed during construction.
- ✓ Attend monthly progress meetings, and other meetings with City and the Contractor when necessary, to review and discuss construction procedures and progress scheduling, Engineering management procedures, and other matters concerning the project.

- ✓ Submit to City, with a copy to Engineer, weekly construction progress reports containing a summary of the Contractor's progress including photos, general condition of the work, problems, and resolutions or proposed resolutions to problems.
- ✓ Review the progress schedule, schedule of shop drawings submissions, and schedule of values prepared by the Contractor and consult with City and Engineer concerning their acceptability.
- ✓ Report to City regarding work which is known to be defective, or which fails any required inspections, tests, or approvals, or has been damaged prior to final payment; and advise Engineer whether the work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
- ✓ Review applications for payment with Construction Contractor for compliance with the established procedure for their submission, and forward them with recommendations to City, noting particularly their relationship with the schedule of values, work completed, and materials and equipment delivered at the site, but not incorporated into the work.
- ✓ Verify Contractor's and subcontractor's employee time sheets to ensure wages are accurate and in conformance with the Prevailing Wage Order.
- ✓ Receive Samples which are furnished at the site by the Construction Contractor and notify City of their availability for examination.
- ✓ During course of the work, verify that specified certificates, operation and maintenance manuals, and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed. Deliver this material to Owner for review prior to final acceptance of the work.
- ✓ Maintain a marked set of drawings and specifications at the jobsite based on data provided by the Contractor. This information will be combined with information from the record documents maintained by the Contractor, and a master set of documents conforming to construction records will be produced.
- ✓ Review certificates of inspections, tests, and related approvals submitted by the Contractor as required by laws, rules, regulations, ordinances, codes, orders, or the Contract Documents (but only to determine that their content complies with the requirements of the construction contract documents).
- ✓ Maintain reports of jobsite conferences, meetings, and discussions among the Engineer, City, and Contractor.

Maintain the following documents at the jobsite:

- ✓ Correspondence files
- ✓ Copies of approved shop drawings, supplier O&M Manuals, and samples.
- ✓ Copies of construction contract documents.

- ✓ Addenda.
- ✓ Change orders.
- ✓ Field orders.
- ✓ Additional drawings issued subsequent to execution of the construction contract documents.
- ✓ Progress reports.
- ✓ Names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
- ✓ Maintain a daily diary or logbook of events at the jobsite and provide a weekly summary report to City, including the following information.
- ✓ Days the Construction Contractor worked on the jobsite.
- ✓ Construction Contractor and subcontractor personnel on jobsite.
- ✓ Construction equipment on the jobsite.
- ✓ Observed delays and causes.
- ✓ Weather conditions.
- ✓ Data relative to claims of extras or deductions.
- ✓ Daily activities.
- ✓ Observations pertaining to the progress of the work.
- ✓ Materials received on jobsite.
- ✓ Observation of field tests and procedures.
- ✓ Observation of defects or deficiencies in Construction Contractor's work.
- ✓ Upon request by the engineer, take photos of certain material, equipment, and installations.
- ✓ The diary or logbook shall remain the property of the City. A copy will be provided to City upon Substantial Completion of the Project.
- ✓ Assistance in Certification of Substantial Completion.
- ✓ Before issuance of the Certificates of Substantial Completion, submit to Construction Contractor a list of observed items requiring completion or correction.
- ✓ Assist Engineer in conducting final review in the company of Owner and Contractor and prepare a final list of items to be completed or corrected.
- ✓ Verify that all items on the final list have been completed or corrected and make recommendations to Engineer and City concerning acceptance.



certifies that

**GERALD CHARLTON**

has successfully completed

**OSHA 10 Hour Construction**

and has earned 1 IACET CEUs and 10.3 Contact Hours.

This course was developed and presented by ClickSafety.com, Inc.



I confirm that I personally took the course listed above.

18167601  
SERIAL NUMBER

7/17/2016  
COMPLETION DATE

10.25 HOURS  
COURSE DURATION

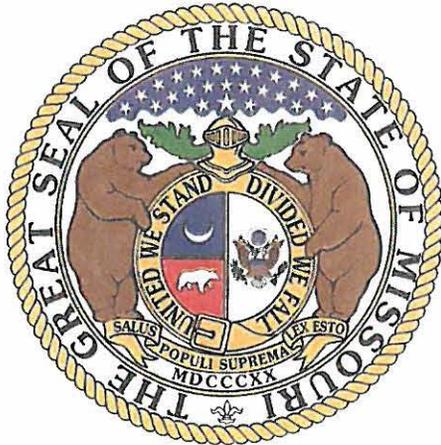
\_\_\_\_\_  
STUDENT SIGNATURE

As an Authorized OSHA Outreach Training Provider, ClickSafety verifies that this OSHA Outreach Training course was conducted in accordance with OSHA Outreach Training Program requirements. ClickSafety will document this class to the OSHA Authorizing Training Organization. Upon successful review of the documentation, ClickSafety will provide each student their DOL OSHA card within 90 days of the completion date of the OSHA course.

# CERTIFICATE OF AUTHORITY TO OFFER ENGINEERING SERVICES

THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL LAND SURVEYORS AND PROFESSIONAL LANDSCAPE ARCHITECTS, HEREBY CERTIFIES THAT

## C1 Energy Solutions, LLC



A LIMITED LIABILITY COMPANY, ORGANIZED UNDER THE LAWS OF THE STATE OF KANSAS, HAVING COMPLIED WITH THE APPLICABLE PROVISIONS OF CHAPTER 327 REVISED STATUTES OF MISSOURI, IS HEREBY AUTHORIZED TO ENGAGE, USE AND OFFER TO THE GENERAL PUBLIC IN THE STATE OF MISSOURI, THE PROFESSIONAL SERVICES OF ENGINEERING WHILE THE AUTHORITY OR A RENEWAL THEREOF IS IN EFFECT.

THIS CERTIFICATE SHALL NOT BE OFFERED OR ACCEPTED AS A DEFENSE AGAINST ANY CHARGE OR VIOLATION OF ANY LAW OF THIS STATE BY THE WITHIN NAMED LIMITED LIABILITY COMPANY, EXCEPT A CHARGE OF PRACTICING OR OFFERING TO PRACTICE ENGINEERING IN THIS STATE WITHOUT FIRST HAVING OBTAINED THIS CERTIFICATE OF AUTHORITY.

IN WITNESS WHEREOF, WE HAVE  
AFFIXED OUR HANDS AND THE  
SEAL OF THE BOARD, THIS 27TH  
DAY OF MAY, 2015.

LICENSE NUMBER E-2015015880

  
\_\_\_\_\_  
CHAIR OF THE PROFESSIONAL ENGINEERING DIVISION

  
\_\_\_\_\_  
EXECUTIVE DIRECTOR OF BOARD



November 7, 2019

City of North Kansas City  
Department of Public Works  
Attn: Pat Hawver, Director of Public Works  
2010 Howell Street  
North Kansas City, MO 64116

Ref: RFQ – Owner's Project Representative  
Water Treatment Plant and Well Field Improvements

Dear Pat,

I was pleased to receive your personal notification regards the above referenced RFQ. Upon reviewing the Overview and Scope of Services, I was immediately interested and had in mind submitting our Statement of Qualifications highlighting our part time employee Mr. Jerry Charlton, P.E.. Mr. Charlton (Jerry) is the Owner of C1 Energy Solutions and provides structural engineering services to RIC. Moreover, Jerry's professional engineering experience includes providing Owner Representative Services on several large scale multi-discipline projects.

Jerry has provided his services to RIC over the last few years and at the same time, Jerry has engaged RIC to provide professional engineering services to C1 Energy Solutions. Additionally, Jerry has a working relationship with members of RIC's staff that goes back over 15 years.

I forwarded the RFQ to Jerry to gage his interest in partnering under the RIC flag. Jerry was thrilled about this prospect and we contacted you to schedule a conference call to discuss the project. Following our conference call with you, Jerry and I discussed the possible model of how to respond to the RFQ and offer a service that best fits the needs of the Project. We determined that C1 Energy Solutions, with Jerry' resume and economy of scale would be the ideal Owner's Representative candidate for the City of North Kansas City. Additionally, we have agreed that Jerry can utilize RIC's staff to support C1 Energy Solutions on this project if the need arises.

Please accept this letter of recommendation for Jerry and please do not hesitate to call me if you have any questions.

Best regards,



Chip Corcoran, PE  
President  
Renaissance Infrastructure Consulting

**Exhibit “D”**  
**SCHEDULE OF COMPENSATION**

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

D.1.2. **Hourly Compensation.** All Work and Services performed under this Agreement shall be on an hourly basis and, therefore, all compensation shall be based on actual time spent by the Consultant providing the Work and Services contemplated in this Agreement. The City shall compensate the Consultant at the rate of \$90.00 per hour for the services and work performed by Gerald L. Charlton, P.E. under the terms of this Agreement. Unless agreed to in writing by the City, all work and services called for in this Agreement shall be performed by Gerald L. Charlton, P.E., and, therefore, the City shall not be obligated to pay for the services or work of any other officer, principal, employee or agent of the Consultant.

D.1.3 **Expenditures.** If approved by the Contract Officer in advance, necessary expenditures for reproduction costs, telephone expenses, and transportation expenses will be reimbursed to the Consultant. All such approved necessary expenditures shall be itemized on a payment invoice directed to the City.

*(Remainder of page intentionally left blank)*

**Exhibit “E”**  
**SCHEDULE OF PERFORMANCE**

E.1.1. **Schedule of Work and Services.** The Consultant shall furnish to the City’s Director of Public Works (the “**Director**”) an outline showing how the Consultant will accomplish the Contract requirements. The Consultant shall provide to the Director a schedule indicating personnel and tasks to be performed to insure successful observations, inspections and related work and services for the Project. The Consultant shall provide a schedule of those dates when the Consultant will be on the Project site performing services required under the Agreement. The Consultant will insure proper compliance with the Engineer’s plans, drawings and specifications by the General Construction Contractor and its subcontractors throughout the term of this Agreement. The schedule shall be kept throughout the duration of this Agreement and shall be modified and re-submitted to the Director as required. Any work or services performed that does not conform to this schedule shall be approved by the Director prior to occurrence.

The Consultant’s Work and Services for the City provided for under this Agreement shall commence after the City has entered into a contract with the General Contractor for construction and work related to the City’s Water Treatment Plant and Well Field Improvements Project. As of the date of this Agreement between the Parties, the City has bid the construction project seeking a General Contractor for the water treatment plant and well field improvements project, but bids have not yet been received. It is understood that the Consultant shall not commence any work or services under this Agreement until such time as construction work has commenced by the General Contractor, unless specifically authorized in writing by the Contract Officer on behalf of the City. Consequently, the commencement date referenced in Paragraph 3.4 of this Agreement shall be the date the General Contractor actually commences construction thereby requiring the services of the Consultant unless an earlier date is authorized in writing by the Contract Officer.

The Consultant will coordinate Consultant’s schedule for services and work with the Director, the Engineer and the General Construction Contractor. The Consultant shall perform part-time construction observation and inspection services on behalf of the City for approximately 20 to 30 hours per week during the construction and related work performed by the General Construction Contractor. The Consultant shall not exceed 30 hours in any week without first obtaining the written approval of the Director. The Parties understand that there may be weeks during the construction period when the Consultant will perform less than 20 hours of work under this Agreement. It is anticipated that the Project may take approximately 92 weeks to complete. The Consultant will be paid on an hourly basis, based on the projected construction schedule, which would be through final completion of all improvements.

*(Remainder of page intentionally left blank)*

**Exhibit "F"**  
**AUTHORIZED EMPLOYEES AFFIDAVIT**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ }      ss.

**AFFIDAVIT**

(As required by § 285.530, Revised Statutes of Missouri)

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

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

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

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

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

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is \_\_\_\_\_ and I am currently the \_\_\_\_\_ of \_\_\_\_\_ (hereinafter "**Consultant**"), whose business address is \_\_\_\_\_, and I am authorized to make this Affidavit.

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

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

**PROFESSIONAL CONSTRUCTION OBSERVATION AND  
OWNER'S REPRESENTATIVE SERVICES FOR WATER TREATMENT  
PLANT AND WELL FIELD IMPROVEMENTS**

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

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

Further, Affiant saith not.

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me personally appeared \_\_\_\_\_, to me known to be the person who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed.

**WITNESS MY HAND** and official seal in the county and state last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
*Notary Public*

My Commission Expires:  
\_\_\_\_\_

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## MEMORANDUM



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**TO:** Mayor and City Council

**FROM:** Stephen Roberts, I.T. Manager

**DATE:** June 2, 2020

**RE:** Budget Amendment - City Council Room Audio System

The audio system in the Council Chambers is six years old and has reached the end of its useful life. It has required repair work three times in the past twelve months and is malfunctioning again and in need of repair.

The main system board on the digital signal processor (DSP) is failing and needs to be replaced. The DSP is the brains of the audio system and the audio will not function without it. The vendor has advised us that repairing the DSP will cost approximately \$3,000. If the DSP fails before a City Council Meeting, there will be no live audio, recording or broadcast of the meeting.

Staff recommends replacing the unit with a new DSP instead of continuing to repair the existing one at a cost of \$8,500. Replacement of the DSP this year was not anticipated, so this cost is not included in the current City budget. Staff recommends a budget amendment in the amount of \$8,500 to cover the cost of replacing the DSP.

**RESOLUTION NO. 20-037**

**A RESOLUTION AMENDING THE GENERAL FUND BUDGET FOR FISCAL YEAR 2019-2020 IN THE AMOUNT OF \$8,500 FOR REPLACEMENT OF COUNCIL CHAMBERS AUDIO SYSTEM**

**WHEREAS**, The audio system in the Council Chambers is six years old and has reached the end of its useful life; and

**WHEREAS**, the system has required repair three times in the last 12 months; and

**WHEREAS**, If the system fails before a City Council Meeting, there will be no live audio, recording or broadcast of the meeting; and

**WHEREAS**, staff recommends replacement of the audio system unit instead of continuing to repair the existing one at a cost of \$8,500.

**NOW, THEREFORE, BE IT RESOLVED** that the following amendment shall be made to the fiscal year 2019-2020 Budget as follows:

		<u>GENERAL FUND</u>	<u>Increase</u>	<u>Decrease</u>
Revenues				
Fund Balance Appropriation	10-4999		\$8,500	
Expenditures				
Equipment	10-505-8750		\$8,500	

**DONE** this 2nd day of June 2020

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

ATTEST:

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

## MEMORANDUM

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**TO:** Mayor; City Councilmembers

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

**RE:** *Second Amendment/Addendum to Facility Operating and Cooperative Agreement Between the City and the YMCA—Reduction in Size of Premises to Account for Sale of Small Strip on East Edge of Community Center Property for Development Purposes.*

**DATE:** June 2, 2020

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

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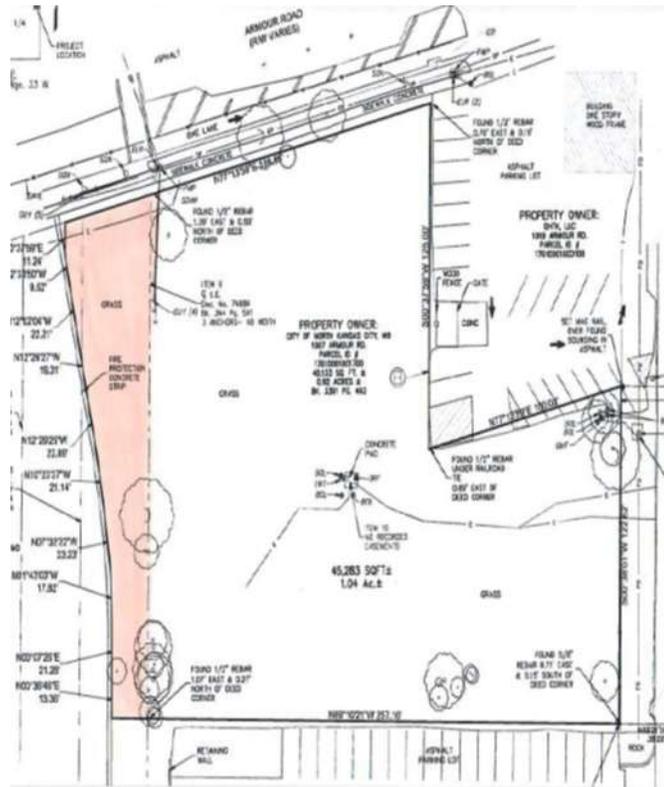
### **I. PURPOSE**

If enacted by the City Council and approved by the Mayor, the attached ordinance will approve the Second Amendment/Addendum (the “**Second Amendment**”) to Facility Operating and Cooperative Agreement between the City of North Kansas City, Missouri (the “**City**”) and the Young Men’s Christian Association of Greater Kansas City (the “**YMCA**”) dated December 1, 2014 (the “**Operating Agreement**”), which was previously amended on February 21, 2018. The Second Amendment will exclude, delete and remove from the premises described in the Operating Agreement a small strip of land generally located in the northeast corner of the property that the City agreed that the YMCA will operate under the Operating Agreement. In order to sell that small strip of ground to a third party, the land must be removed from the property controlled by the Operating Agreement.

### **II. BACKGROUND INFORMATION**

The City is the owner of certain real property located at 1007 Armour Road (the location of the former White Castle restaurant). As you may recall, the former White Castle property is the subject of a certain Agreement for Option to Purchase Property (the “**Option Agreement**”) with Matt Adam Development Co., Inc., (“**Matt Adam**”), dated February 6, 2018, which option was approved by passage of Ordinance No. 9061. With the prior approval of the City, on April 3, 2019, Matt Adam assigned the Option Agreement to Yarco-Devco, LLC (“**Yarco**”), which assignment had been approved by the City with the passage of Ordinance No. 9186 on April 2, 2019. In addition to the former White Castle property, at the request of the developer, the City

also agreed to sell a relatively small strip of property immediately to the west of the former White Castle property. The strip of property that is to be sold to the developer currently is a part of the premises described in the Operating Agreement with the YMCA and will, therefore, need to be removed from the terms of the Operating Agreement. The strip of property that is the subject of the Second Amendment is highlighted on the survey drawing below of the property to be sold to the current developer, Yarco [Armour Road runs along the top of the drawing with the YMCA premises to the left of the drawing below]:



Before the City can sell the property to Yarco for the development, the City must remove the interest in the strip of property shown above that is presently held by the YMCA. The YMCA, without any cost to the City, has agreed to remove the strip of land from the property it presently operates under the Operating Agreement.

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

**AN ORDINANCE APPROVING AND ADOPTING SECOND AMENDMENT/ADDENDA TO FACILITY OPERATING AND COOPERATIVE AGREEMENT BY AND BETWEEN THE CITY OF NORTH KANSAS CITY, MISSOURI, AND THE YOUNG MEN’S CHRISTIAN ASSOCIATION OF GREATER KANSAS CITY.**

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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 Young Men’s Christian Association of Greater Kansas City is a Missouri nonprofit corporation (the “**YMCA**”); and

**WHEREAS**, the City and YMCA entered into that certain Facility Operating and Cooperative Agreement dated December 1, 2014 (the “**Agreement**”), regarding the operation of the former North Kansas City Community Center, which Agreement was approved by the City by passage of Ordinance No. 8787 on November 18, 2014; and

**WHEREAS**, the Agreement was previously amended by the parties on February 21, 2018; and

**WHEREAS**, the City and the YMCA desire, by the attached amendment, to amend the Agreement as set forth in the Second Amendment.

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

**Section 1.** Approval and Authorization of Second Amendment. The City Council does hereby find and determine that it is in the best interests of the City of North Kansas City, Missouri, to enter into the Second Amendment/Addendum to Facility Operating and Cooperative Agreement (the “**Second Amendment**”). A copy of the Second Amendment is attached hereto, marked “**Exhibit A**”, and is incorporated herein by reference. The provisions of the Second Amendment are hereby approved and adopted by the City Council of the City of North Kansas City, Missouri. The Mayor is hereby authorized and directed to execute the Second Amendment on behalf of the City of North Kansas City, Missouri.

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

**Section 3.** Severability. The sections, paragraphs, sentences, clauses and phrases of this Ordinance shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining

portions of this Ordinance are valid, unless the court finds the valid portions of this Ordinance are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

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

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

**PASSED** this 2<sup>nd</sup> day of June, 2020.

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

ATTEST:

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

**APPROVED** this 2<sup>nd</sup> day of June, 2020.

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

**APPROVED AS TO FORM:**

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

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

# **EXHIBIT “1”**

**SECOND AMENDMENT/ADDENDUM TO  
FACILITY OPERATING AND COOPERATIVE AGREEMENT**

**THIS SECOND AMENDMENT/ADDENDUM** (this "**Second Amendment**") is to that certain Facility Operating and Cooperative Agreement dated December 1, 2014 (the "**Agreement**"), and previously amended on February 21, 2018, by and between the CITY OF NORTH KANSAS CITY, MISSOURI, a Missouri municipal corporation and third class city of the State of Missouri (the "**City**") and the YOUNG MEN'S CHRISTIAN ASSOCIATION OF GREATER KANSAS CITY, a Missouri nonprofit corporation (the "**YMCA**"). The City and the YMCA are individually referred to as a "**Party**" and are collectively referred to as the "**Parties**".

**IT IS HEREBY UNDERSTOOD AND AGREED** by the Parties that the following changes are incorporated into and made a part of the aforementioned Facility Operating and Cooperative Agreement:

1. **EXHIBIT A** of the Agreement (the legal description of the tracts of land for the Facility located in North Kansas City, Missouri) is hereby amended by excluding, deleting and removing therefrom and by no longer including such real property in the definition of "Premises", as set forth in Article 2 of the Agreement, the following described real property:

Excluded Tract Description

A Tract of Land in the Southeast Quarter of Section 14, Township 50 North, Range 33 West of the 5th Principal Meridian in North Kansas City, Clay County, Missouri being bounded and described by or under the direct supervision of Jeffrey P. Means P.L.S. 2000147866, as a Tract Description, as follows: Commencing at the Southeast corner of the Southeast Quarter of said Section 14; thence North 00°38'01" East, on the East line of said Southeast Quarter, a distance of 1,843.77 feet; thence leaving said East line, North 89°21'59" West, 38.00 feet, to the Southeast Corner of a Tract of land Described and Recorded in Book 3391 Page 462 in the Clay County Recorder of Deeds office; thence North 89°10'21" West on the South line of said Recorded Tract, a distance of 239.06 feet to the Southwest corner of said Recorded Tract, also being the Point of Beginning of the tract of land to be herein described; thence continuing North 89°10'21" West along said line, 18.10 feet; thence North 00°36'46" East, 13.36 feet; thence North 00°07'26" East, 21.28 feet; thence North 01°43'03" West, 17.82 feet; thence North 07°32'22" West, 23.23 feet; thence North 10°23'37" West, 21.14 feet; thence North 12°29'25" West, 22.89 feet; thence North 12°26'27" West, 19.31 feet; thence North 12°02'04" West, 22.21 feet; thence North 12°33'50" West, 9.62 feet; thence North 00°37'59" East, 11.24 feet to a point on the Southerly Right of Way line of Armour Road as now established; thence North 77°13'59" East, on said Southerly line, 44.20 feet to the Northwest corner of said Recorded Tract; thence South 00°37'59" West, on the West line of said Recorded Tract, a distance of 189.86 feet to the Point of Beginning. Containing 5,150 square feet or 0.12 acres, more or less.

2. The Parties agree that the above-described real property shall no longer be included in the description of the Premises as defined in the Agreement and from this time forth the above-described real property shall be excluded from the real property referenced in the Agreement.

3. **EXHIBIT B** of the Agreement (the site plan of the North Kansas City Community Center as constructed) is hereby amended to exclude the real property described in paragraph 1 of this Second Amendment.

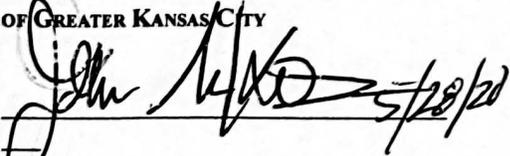
4. A drawing of the real property being excluded from the definition of "Premises" pursuant to this Second Amendment is attached hereto, marked **Attachment A** and incorporated herein by reference.

**ALL OTHER** terms and conditions of the aforementioned Facility Operating and Cooperative Agreement, as previously amended, remain unchanged.

**DATED** this \_\_\_\_\_ day of June, 2020.

**YOUNG MEN'S CHRISTIAN ASSOCIATION  
OF GREATER KANSAS CITY**

**CITY OF NORTH KANSAS CITY, MISSOURI**

  
\_\_\_\_\_

John Mikos,  
*President and CEO*

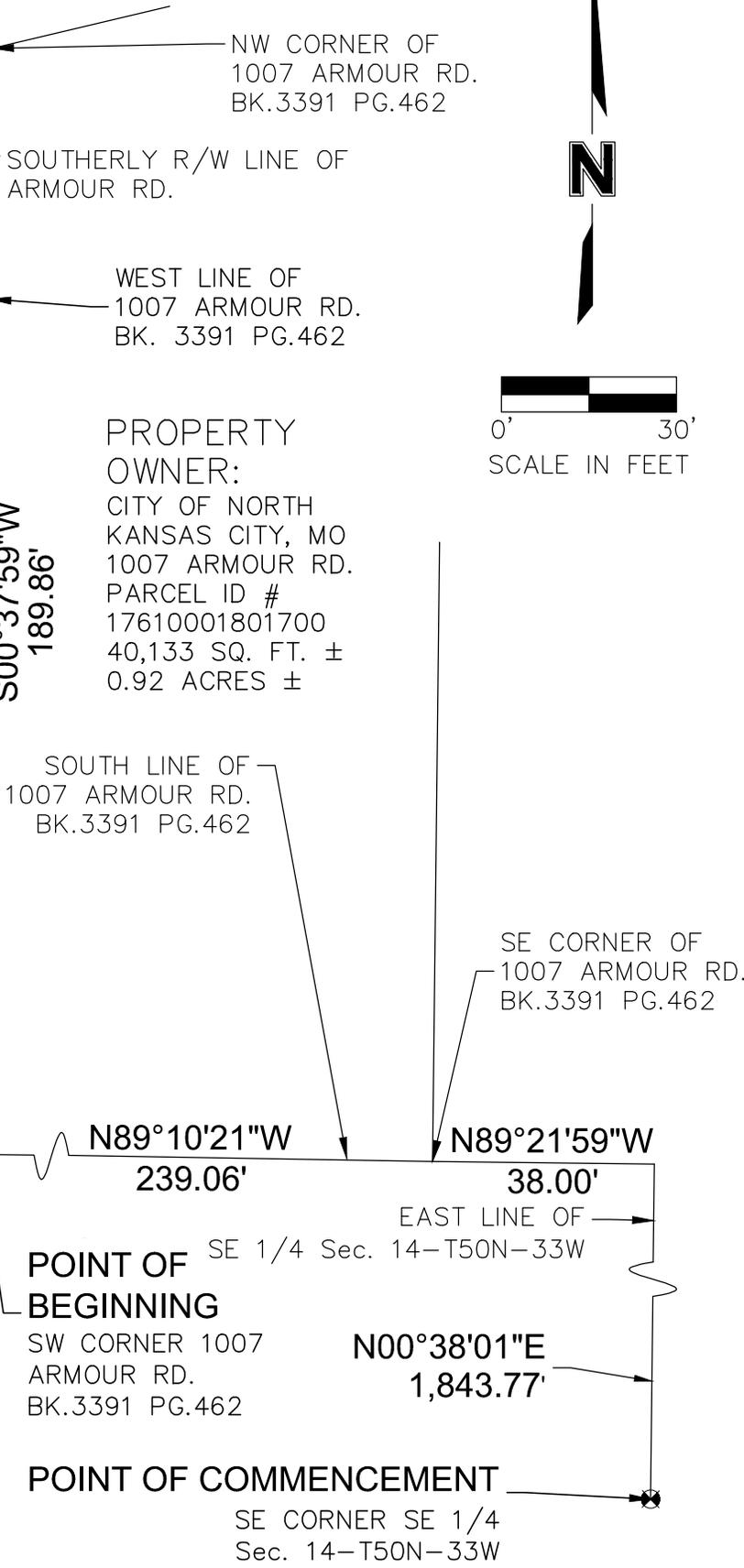
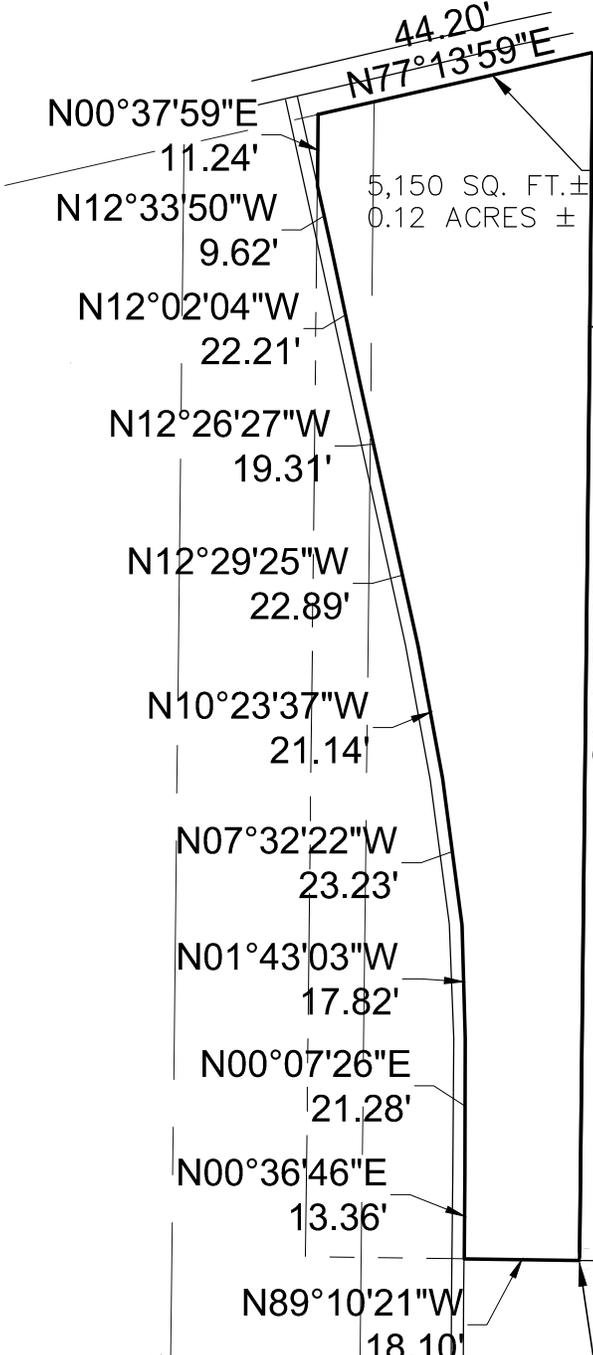
Date

Don Stielow,  
*Mayor*

Date

**ATTACHMENT “A”**

DWG: C:\Users\jmeans\Desktop\020-0401-Armor\40-Design\Survey\SRV\Sheets\Tract Description\ESM\_0200401\_2020-04-24.dwg  
 USER: jmeans  
 DATE: Apr 24, 2020 3:07pm



**PROPERTY OWNER:**  
 CITY OF NORTH KANSAS CITY, MO  
 1007 ARMOUR RD.  
 PARCEL ID #  
 17610001801700  
 40,133 SQ. FT. ±  
 0.92 ACRES ±

SOUTH LINE OF  
 1007 ARMOUR RD.  
 BK.3391 PG.462

SE CORNER OF  
 1007 ARMOUR RD.  
 BK.3391 PG.462

**POINT OF BEGINNING**  
 SW CORNER 1007  
 ARMOUR RD.  
 BK.3391 PG.462

**POINT OF COMMENCEMENT**  
 SE CORNER SE 1/4  
 Sec. 14-T50N-33W

PROJECT NO: 020-0401	TRACT EXHIBIT
DRAWN BY: SS/JPM	NORTH KANSAS CITY, CLAY COUNTY, MISSOURI
DATE: 2020-04-24	SE 1/4, SEC 14, T50N, R33W


 1301 Burlington Street  
 North Kansas City, MO 64116  
 TEL 816.361.1177  
 FAX 816.361.1888  
 www.olsson.com  
 Olsson - Land Surveying - MO 366, KS 114, MO Certificate of Authority-001592

EXHIBIT
1 of 2

GALLERY LOFTS 4  
 Olsson No. 020-0401  
 Tract Description  
 April 24, 2020

Tract Description

A Tract of Land in the Southeast Quarter of Section 14, Township 50 North, Range 33 West of the 5th Principal Meridian in North Kansas City, Clay County, Missouri being bounded and described by or under the direct supervision of Jeffrey P. Means P.L.S. 2000147866, as a Tract Description, as follows: Commencing at the Southeast corner of the Southeast Quarter of said Section 14; thence North 00°38'01" East, on the East line of said Southeast Quarter, a distance of 1,843.77 feet; thence leaving said East line, North 89°21'59" West, 38.00 feet, to the Southeast Corner of a Tract of land Described and Recorded in Book 3391 Page 462 in the Clay County Recorder of Deeds office; thence North 89°10'21" West on the South line of said Recorded Tract, a distance of 239.06 feet to the Southwest corner of said Recorded Tract, also being the Point of Beginning of the tract of land to be herein described; thence continuing North 89°10'21" West along said line, 18.10 feet; thence North 00°36'46" East, 13.36 feet; thence North 00°07'26" East, 21.28 feet; thence North 01°43'03" West, 17.82 feet; thence North 07°32'22" West, 23.23 feet; thence North 10°23'37" West, 21.14 feet; thence North 12°29'25" West, 22.89 feet; thence North 12°26'27" West, 19.31 feet; thence North 12°02'04" West, 22.21 feet; thence North 12°33'50" West, 9.62 feet; thence North 00°37'59" East, 11.24 feet to a point on the Southerly Right of Way line of Armour Road as now established; thence North 77°13'59" East, on said Southerly line, 44.20 feet to the Northwest corner of said Recorded Tract; thence South 00°37'59" West, on the West line of said Recorded Tract, a distance of 189.86 feet to the Point of Beginning. Containing 5,150 square feet or 0.12 acres, more or less.



DWG: C:\Users\jmeans\Desktop\020-0401\_Armor\40-Design\Survey\SRV\Sheets\Tract Description\ESM\_0200401\_2020-04-24.dwg  
 USER: jmeans  
 DATE: Apr 24, 2020 3:08pm

PROJECT NO: 020-0401	TRACT DESCRIPTION	 1301 Burlington Street North Kansas City, MO 64116 TEL 816.361.1177 FAX 816.361.1888 www.olsson.com	EXHIBIT
DRAWN BY: SS/JPM	NORTH KANSAS CITY, CLAY COUNTY, MISSOURI		2 of 2
DATE: 2020-02-24	SE 1/4, SEC 14, T50N, R33W		

Olsson - Land Surveying - MO 366, KS 114, MO Certificate of Authority-001592

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## MEMORANDUM

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**TO:** Mayor and City Council

**FROM:** Dave Hargis, Fire Chief

**DATE:** June 2, 2020

**RE:** Adoption of the 2020 Multi-jurisdictional Hazard Mitigation Plan

The Federal Emergency Management Agency requires the region to create a Regional Hazard Mitigation Plan (RHMP) pursuant to the requirements of 44 CFR Part 201. 6 and to identify the jurisdictions participating in the planning process. The plan involves participation by cities, counties, and schools in the planning process.

This plan is reviewed and updated every five years and submitted to FEMA for approval. The review and update is coordinated by the Mid-America Regional Council (MARC) and covers all jurisdictions that have adopted the plan.

The plan identifies critical infrastructure within the city and is written to address post-disaster mitigation grants after a declared natural or manmade disaster. Jurisdictions who have not formally adopted the mitigation plan prior to a declared disaster will not be able to apply for mitigation grant funds in the event of a declared disaster.

A copy of the Plan can be viewed and downloaded from <https://www.marc.org/Emergency-Services-9-1-1/MEMC/Activities/2020-Hazard-Mitigation-Plan>.

Staff recommends passage of the resolution adopting the updated Regional Hazard Mitigation Plan.

## RESOLUTION NO. 20-034

### A RESOLUTION ADOPTING THE REGIONAL HAZARD MITIGATION PLAN BY THE CITY OF NORTH KANSAS CITY, MISSOURI

**WHEREAS**, the City of North Kansas City, Missouri (the "City") is a third class city and political subdivision duly organized and validly existing under the Constitution and laws of the State of Missouri; and

**WHEREAS**, the City, along with other jurisdictions in Cass, Clay, Jackson, Platte and Ray Counties, periodically updates the Regional Multi-Hazard Mitigation Plan in order to sustain actions designed to reduce or eliminate long-term risk to people or property from natural and other hazards; and

**WHEREAS**, the City of North Kansas City now desires to adopt the updated the 2020 Multi-Jurisdictional Hazard Mitigation Plan as part of the City's overall plan for the protection of people and property from natural and other hazards.

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

**Section 1.** Adoption of Regional Hazard Mitigation Plan. The City Council hereby formally adopts the updated Regional Multi-Hazard Mitigation Plan, a copy of which can be viewed and downloaded from <https://www.marc.org/Emergency-Services-9-1-1/MEMC/Activities/2020-Hazard-Mitigation-Plan> and incorporated herein by reference. The City Council further directs that the 2020 Multi-Jurisdictional Hazard Mitigation Plan be implemented and followed by the City as set forth therein. Where applicable, the Regional Multi-Hazard Mitigation Plan shall be the guide for managing covered hazards. The provisions of the Regional Multi-Hazard Mitigation Plan are hereby approved and adopted by the City Council of the City of North Kansas City, Missouri. To the extent necessary, the Mayor and City Administrator are hereby authorized to execute the Regional Multi-Hazard Mitigation Plan on behalf of the City.

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

**Section 3.** Severability. The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

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

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

**DONE** this 2nd day of June, 2020.

---

Don Stielow, *Mayor*

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

**BILL NO. 7508**

**ORDINANCE NO. 9305**

**AN ORDINANCE AUTHORIZING PAYMENT FOR CERTAIN ACCOUNTS  
DUE AND PAYABLE BY THE CITY THROUGH MAY 29, 2020**

**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	339,300.62
B. Payroll Transfers	404,688.85
C. Transportation Sales Tax	111,940.51
D. Convention & Tourism	683.33
E. Gaming Fund	54,622.68
F. Community Center	—
G. Water Fund	75,427.22
H. Sewerage System Fund	173,901.14
I. Pension Fund	—
J. Northgate Capital Project	—
K. Health Fund	836.62
L. Communications Fund	6,611.37
	<hr/>
	\$ 1,168,012.34
	<hr/> <hr/>

**SECTION 2.** The City Clerk is hereby authorized and directed to draw checks on the City Treasury to pay the above payments.

**PASSED this 2nd day of June, 2020**

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*Mayor*

**APPROVED this 2nd day of June, 2020**

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*Mayor*

**ATTEST:**

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*City Clerk*



## PAYMENT ORDINANCE DETAIL FOR MAY 29, 2020

	VISA WIRE	CHECK/DRAFT	TOTAL
GENERAL FUND	\$ 9,814.14	329,486.48	339,300.62
PARKS & RECREATION	607.30	28,420.91	29,028.21
LIBRARY	1,848.41	12,797.14	14,645.55
TRANSPORTATION	246.75	111,693.76	111,940.51
CONVENTION & TOURISM	-	683.33	683.33
GAMING FUND	619.09	54,003.59	54,622.68
NORTHGATE CAPITAL PROJECT	-	—	—
HEALTH FUND	-	836.62	836.62
WATER	742.48	74,684.74	75,427.22
SEWER	1,121.39	172,779.75	173,901.14
COMMUNITY CENTER	-	0.00	—
COMMUNICATIONS FUND	-	6,611.37	6,611.37
PENSION	-	—	—
<b>REPORT SUB-TOTAL</b>	<b>\$ 14,999.56</b>	<b>\$ 791,997.69</b>	<b>\$ 806,997.25</b>

**PAYROLL TRANSFERS THROUGH MAY 29, 2020** 404,688.85

**Total Payments** **\$ 1,211,686.10**

Less Parks & Library (43,673.76)

**ORDINANCE TOTAL** **\$ 1,168,012.34**



North Kansas City, MO

# Expense Approval Report

By Segment (Select Below)

Payment Dates 05/20/2020 - 06/03/2020

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
Vicki Lawrence	119251	02/28/2020	Festival Shelter Deposit and Res...	20-4661	400.00
Melissa Chandler	119245	03/09/2020	Shelter #4 Deposit and Reservat...	20-4661	150.00
MEAD O'BRIEN INC	119244	04/23/2020	Refund Penalty - Resolution #20...	10-4501	187.45
A A WHEEL & TRUCK SUPPLY INC	119220	04/30/2020	Refund Penalty - Resolution #20...	10-2430	284.20
PURCELL TIRE & SERVICE CENTER	119228	04/30/2020	Refund Penalty - Resolution #20...	10-2430	238.30
VELO GARAGE & TAP HOUSE	119230	04/30/2020	Refund Penalty - Resolution #20...	10-2430	9.00
VELO GARAGE CYCLING LLC	119231	04/30/2020	Refund Penalty - Resolution #20...	10-2430	9.85
MISSOURI DEPT OF REVENUE	119282	05/14/2020	CRIME VICTIM APRIL 2020	10-2410	228.16
CLAY COUNTY TREASURER	119263	05/14/2020	DOMESTIC VIOLENCE APRIL 2020	10-2415	128.00
MISSOURI STATE TREASURER	119284	05/14/2020	PEACE OFFICER APRIL 2020	10-2418	34.00
MISSOURI SHERIFF'S RETIREME...	119283	05/14/2020	SHERIFF'S FUND APRIL 2020	10-2412	96.00
BLUE CROSS BLUE SHIELD OF K...	DFT0001556	05/21/2020	RETIREE PORTION HEALTH	10-1106	6,566.31
BLUE CROSS BLUE SHIELD OF K...	DFT0001556	05/21/2020	EE HEALTH PREM	10-2247	31,754.87
BLUE CROSS BLUE SHIELD OF K...	DFT0001556	05/21/2020	EE HEALTH PREM	20-2247	1,235.68
BLUE CROSS BLUE SHIELD OF K...	DFT0001556	05/21/2020	EE HEALTH PREM	21-2247	1,198.90
BLUE CROSS BLUE SHIELD OF K...	DFT0001556	05/21/2020	EE HEALTH PREM	22-2247	2,577.42
BLUE CROSS BLUE SHIELD OF K...	DFT0001556	05/21/2020	1927.34	60-2247	2,370.42
BLUE CROSS BLUE SHIELD OF K...	DFT0001556	05/21/2020	EE HEALTH PREM	61-2247	909.70
MUTUAL OF OMAHA INSURAN...	DFT0001557	05/21/2020	LIFE INSURANCE - EE	10-2243	3,463.15
MUTUAL OF OMAHA INSURAN...	DFT0001557	05/21/2020	LIFE INSURANCE - EE	20-2243	36.50
MUTUAL OF OMAHA INSURAN...	DFT0001557	05/21/2020	LIFE INSURANCE - EE	21-2243	0.50
MUTUAL OF OMAHA INSURAN...	DFT0001557	05/21/2020	LIFE INSURANCE - EE	22-2243	464.50
MUTUAL OF OMAHA INSURAN...	DFT0001557	05/21/2020	LIFE INSURANCE - EE	60-2243	62.90
MUTUAL OF OMAHA INSURAN...	DFT0001557	05/21/2020	LIFE INSURANCE - EE	61-2243	122.10
United States Gypsum	119248	05/26/2020	Overpayment of Business Licen...	10-2430	38.00
LABONE INC	119242	05/26/2020	Refund Penalty - Resolution #20...	10-2430	42.82
Precast Technical Services Grou...	119247	05/26/2020	Refund Penalty - Resolution #20...	10-2430	28.05
Cigna Employee Health & Welln...	119235	05/26/2020	Refund Penalty - Resolution #20...	10-2430	19.30
CONTINENTAL AMERICAN INSU...	119236	05/26/2020	CI PREMIUM	10-2257	370.35
CONTINENTAL AMERICAN INSU...	119236	05/26/2020	CI PREMIUM	20-2257	42.57
CONTINENTAL AMERICAN INSU...	119236	05/26/2020	CI PREMIUM	22-2257	53.10
UNITED WAY OF GREATER KAN...	119249	05/26/2020	PR DEDUCTS	10-2260	30.00
NKC FIRE FIGHTERS COMMUNI...	119246	05/26/2020	N.K.C. FIRE DEPT POP FUND	10-2265	875.00
WEST CENTRAL MO REG LODG	119253	05/26/2020	PR DEDUCTS	10-2268	1,926.99
I.A.F.F. LOCAL 42 PAC	119237	05/26/2020	IAFF, LOCAL 42, PAC	10-2268	127.50
I.A.F.F. LOCAL 42	119238	05/26/2020	PR DEDUCT	10-2268	6,963.38
USBANK - INSTITUTIONAL TR...	119250	05/26/2020	P&F PENSION FIRE-EE	10-2251	4,304.64
USBANK - INSTITUTIONAL TR...	119250	05/26/2020	P&F PENSION POLICE-EE	10-2251	2,720.72
NATIONWIDE 457	DFT0001573	05/29/2020	NATIONWIDE 457	10-2250	3,112.59
NATIONWIDE 457	DFT0001573	05/29/2020	NATIONWIDE 457	10-2258	460.00
VOYA 457	DFT0001572	05/26/2020	VOYA 457	10-2253	2,327.22
VOYA 457	DFT0001572	05/26/2020	VOYA 457	20-2253	25.00
VOYA 457	DFT0001572	05/26/2020	VOYA 457	21-2253	44.64
VOYA 457	DFT0001572	05/26/2020	VOYA 457	22-2253	100.28
AMERICAN FAMILY LIFE ASSUR...	DFT0001577	05/27/2020	AMERICAN FAMILY LIFE ASSUR...	10-2249	7,357.89
AMERICAN FAMILY LIFE ASSUR...	DFT0001577	05/27/2020	AMERICAN FAMILY LIFE ASSUR...	10-2254	3,424.95
AMERICAN FAMILY LIFE ASSUR...	DFT0001577	05/27/2020	AMERICAN FAMILY LIFE ASSUR...	20-2249	507.51
AMERICAN FAMILY LIFE ASSUR...	DFT0001577	05/27/2020	AMERICAN FAMILY LIFE ASSUR...	20-2254	219.78
AMERICAN FAMILY LIFE ASSUR...	DFT0001577	05/27/2020	AMERICAN FAMILY LIFE ASSUR...	22-2249	72.00
AMERICAN FAMILY LIFE ASSUR...	DFT0001577	05/27/2020	AMERICAN FAMILY LIFE ASSUR...	22-2254	160.92
AMERICAN FAMILY LIFE ASSUR...	DFT0001577	05/27/2020	AMERICAN FAMILY LIFE ASSUR...	60-2249	336.24
AMERICAN FAMILY LIFE ASSUR...	DFT0001577	05/27/2020	AMERICAN FAMILY LIFE ASSUR...	60-2254	82.80
AMERICAN FAMILY LIFE ASSUR...	DFT0001577	05/27/2020	AMERICAN FAMILY LIFE ASSUR...	61-2249	255.66
AMERICAN FAMILY LIFE ASSUR...	DFT0001577	05/27/2020	AMERICAN FAMILY LIFE ASSUR...	61-2254	16.38

## Expense Approval Report

Payment Dates: 05/20/2020 - 06/03/2020

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
ICMA - RC RETIREMENT COMP...	DFT0001571	05/29/2020	ICMA - EE	10-2252	8,925.04
ICMA - RC RETIREMENT COMP...	DFT0001571	05/29/2020	ICMA - EE	10-2259	1,335.85
ICMA - RC RETIREMENT COMP...	DFT0001571	05/29/2020	ICMA - EE	20-2252	236.22
ICMA - RC RETIREMENT COMP...	DFT0001571	05/29/2020	ICMA - EE	21-2252	88.72
ICMA - RC RETIREMENT COMP...	DFT0001571	05/29/2020	ICMA - EE	22-2252	393.28
ICMA - RC RETIREMENT COMP...	DFT0001571	05/29/2020	ICMA - EE	60-2252	487.07
ICMA - RC RETIREMENT COMP...	DFT0001571	05/29/2020	ICMA - EE	60-2259	39.96
ICMA - RC RETIREMENT COMP...	DFT0001571	05/29/2020	ICMA - EE	61-2252	151.59
					<b>100,231.92</b>
<b>Department: 505 - ADMINISTRATION</b>					
VERIZON WIRELESS SVCS LLC	119232	05/13/2020	4/14-5/13/20 Services Acct #98...	10-505-6735	544.30
WEST PUBLISHING CORP	119306	05/21/2020	LEGAL -- WEST INFORMATION ...	10-505-6030	959.82
BLUE CROSS BLUE SHIELD OF K...	DFT0001556	05/21/2020	ER HEALTH PREM	10-505-5310	12,368.53
MUTUAL OF OMAHA INSURAN...	DFT0001557	05/21/2020	LIFE INSURANCE - ER	10-505-5310	64.07
BLUE CROSS BLUE SHIELD OF K...	119234	05/26/2020	PCA INVOICE	10-505-5310	50.74
MISSOURI LAGERS	DFT0001570	05/26/2020	MISSOURI LAGERS	10-505-5220	13,094.62
VOYA 457	DFT0001572	05/26/2020	VOYA 457	10-505-5210	137.65
ICMA - RC RETIREMENT COMP...	DFT0001571	05/29/2020	DEFERRED COMP	10-505-5210	720.86
PRO PRINT INC	119295	05/28/2020	ENVELOPES	10-505-7001	181.00
					<b>Department 505 - ADMINISTRATION Total: 28,121.59</b>
<b>Department: 506 - MUNICIPAL COURT</b>					
UNISOURCE DOCUMENT PROD...	119305	05/15/2020	COPY CHARGES MC	10-506-6110	7.64
BLUE CROSS BLUE SHIELD OF K...	DFT0001556	05/21/2020	ER HEALTH PREM	10-506-5310	1,203.77
MUTUAL OF OMAHA INSURAN...	DFT0001557	05/21/2020	LIFE INSURANCE - ER	10-506-5310	14.00
MISSOURI LAGERS	DFT0001570	05/26/2020	MISSOURI LAGERS	10-506-5220	1,545.27
ICMA - RC RETIREMENT COMP...	DFT0001571	05/29/2020	DEFERRED COMP	10-506-5210	68.39
					<b>Department 506 - MUNICIPAL COURT Total: 2,839.07</b>
<b>Department: 510 - FIRE</b>					
VERIZON WIRELESS SVCS LLC	119232	05/13/2020	4/14-5/13/20 Services Acct #98...	10-510-6735	43.06
VERIZON WIRELESS SVCS LLC	119232	05/13/2020	4/14-5/13/20 Services Acct #98...	10-510-7125	640.18
UNISOURCE DOCUMENT PROD...	119305	05/15/2020	COPY CHARGES FD	10-510-7001	102.74
MCKESSON MEDICAL-SURGICAL...	119279	05/19/2020	Cover F-tat	10-510-7011	7.67
MEDICAL EQUIPMENT SOLUTI...	119280	05/19/2020	Oxygen rental	10-510-7011	24.00
GALLS LLC	119269	05/19/2020	Belts,pants	10-510-7050	522.02
GALLS LLC	119269	05/19/2020	8 sets of Pants	10-510-7050	542.43
MERITAS HEALTH CORP	119227	05/19/2020	FD ANNUAL PHYSICALS	10-510-5440	632.00
DR STEVEN L RUSSELL	119268	05/19/2020	Emergency Medical Services	10-510-5480	1,000.00
BLUE CROSS BLUE SHIELD OF K...	DFT0001556	05/21/2020	ER HEALTH PREM	10-510-5310	51,024.52
MERITAS HEALTH CORP	119227	05/21/2020	FD ANNUAL PHYSICALS	10-510-5440	772.00
MUTUAL OF OMAHA INSURAN...	DFT0001557	05/21/2020	LIFE INSURANCE - ER	10-510-5310	420.00
VOYAGER FLEET SYSTEMS, INC.	119252	05/24/2020	SERVICE THRU 05/24/2020 ACC...	10-510-7075	1,341.34
MEDICAL EQUIPMENT SOLUTI...	119280	05/26/2020	Oxygen rental	10-510-7011	25.50
MCKESSON MEDICAL-SURGICAL...	119279	05/26/2020	Exam gloves	10-510-7011	117.44
MCKESSON MEDICAL-SURGICAL...	119279	05/26/2020	Airway Guide 100MM, 90MM, ...	10-510-7011	54.18
BLUE CROSS BLUE SHIELD OF K...	119234	05/26/2020	PCA INVOICE	10-510-5310	731.68
USBANK - INSTITUTIONAL TR...	119250	05/26/2020	P&F PENSION FIRE-ER	10-510-5220	9,359.43
MISSOURI LAGERS	DFT0001570	05/26/2020	MISSOURI LAGERS	10-510-5220	678.41
NATIONWIDE 457	DFT0001573	05/29/2020	NATIONWIDE 457	10-510-5210	1,462.32
VOYA 457	DFT0001572	05/26/2020	VOYA 457	10-510-5210	426.63
ICMA - RC RETIREMENT COMP...	DFT0001571	05/29/2020	DEFERRED COMP	10-510-5210	1,293.30
					<b>Department 510 - FIRE Total: 71,220.85</b>
<b>Department: 515 - POLICE</b>					
911 CUSTOM LLC	119257	05/13/2020	GOGGLES	10-515-7050	365.00
THE CHILDREN'S MERCY HOSPI...	119301	05/13/2020	DRUG LAB FEE	10-515-7018	314.00
VERIZON WIRELESS SVCS LLC	119232	05/13/2020	4/14-5/13/20 Services Acct #98...	10-515-6060	560.14
VERIZON WIRELESS SVCS LLC	119232	05/13/2020	4/14-5/13/20 Services Acct #98...	10-515-6735	591.92
VERIZON WIRELESS SVCS LLC	119232	05/13/2020	4/14-5/13/20 Services Acct #98...	10-515-7018	40.01
MCKESSON MEDICAL-SURGICAL...	119279	05/14/2020	NITRILE GLOVES	10-515-6395	188.45
UNISOURCE DOCUMENT PROD...	119305	05/15/2020	COPY CHARGES PD	10-515-6110	88.99

## Expense Approval Report

Payment Dates: 05/20/2020 - 06/03/2020

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
THE MEDICAL LAUNDRY SERVIC...	119303	05/19/2020	JAIL LAUNDRY 04-22-2020	10-515-7020	34.20
WEST PUBLISHING CORPORATI...	119307	05/19/2020	WEST INFORMATION CHARGE ...	10-515-7018	60.00
BLUE CROSS BLUE SHIELD OF K...	DFT0001556	05/21/2020	ER HEALTH PREM	10-515-5310	50,935.61
MUTUAL OF OMAHA INSURAN...	DFT0001557	05/21/2020	LIFE INSURANCE - ER	10-515-5310	329.00
NECCO COFFEE INC	119287	05/22/2020	NECCO COFFEE 05-22-2020	10-515-7001	141.01
REJIS COMMISSION	119298	05/22/2020	REGIS MAY 2020	10-515-6060	946.58
VOYAGER FLEET SYSTEMS, INC.	119252	05/24/2020	SERVICE THRU 05/24/2020 ACC...	10-515-7075	2,293.05
CARSTAR NKC LLC	119262	05/26/2020	UNIT 617 DAMAGE REPAIR DE...	10-515-7140	1,000.00
BLUE CROSS BLUE SHIELD OF K...	119234	05/26/2020	PCA INVOICE	10-515-5310	1,232.72
USBANK - INSTITUTIONAL TR...	119250	05/26/2020	P&F PENSION POLICE-ER	10-515-5220	5,714.39
MISSOURI LAGERS	DFT0001570	05/26/2020	MISSOURI LAGERS	10-515-5220	9,631.03
Bob Barker Co Inc	119260	05/26/2020	GLOVES LARGE	10-515-7020	283.75
VOYA 457	DFT0001572	05/26/2020	VOYA 457	10-515-5210	221.35
REDLINE AUTOMATIC FIRE	119297	05/27/2020	JAIL SPRINKLER REPAIR	10-515-7020	855.73
ICMA - RC RETIREMENT COMP...	DFT0001571	05/29/2020	DEFERRED COMP	10-515-5210	2,122.43
OUTDOOR RESTROOMS LLC	119292	05/28/2020	RANGE RESTROOM SERVICE JUN...	10-515-7022	55.00
<b>Department 515 - POLICE Total:</b>					<b>78,004.36</b>
<b>Department: 521 - BUILDINGS &amp; GROUNDS</b>					
VERIZON WIRELESS SVCS LLC	119232	05/13/2020	4/14-5/13/20 Services Acct #98...	10-521-6735	86.12
SAM'S CLUB	119299	05/15/2020	supplies for MS	10-521-7006	14.90
UNISOURCE DOCUMENT PROD...	119305	05/15/2020	COPY CHARGES MS	10-521-7001	7.04
OTIS ELEVATOR CO INC	119291	05/15/2020	CH elevator motor replacement	10-521-7110	9,599.86
DH PACE COMPANY INC	119267	05/21/2020	ALARMS IN THE SYSTEM OUTP...	10-521-7110	1,188.60
DH PACE COMPANY INC	119267	05/21/2020	REPLACE SYSTEM BOARD AT PD...	10-521-7110	1,181.87
BLUE CROSS BLUE SHIELD OF K...	DFT0001556	05/21/2020	ER HEALTH PREM	10-521-5310	6,803.63
MUTUAL OF OMAHA INSURAN...	DFT0001557	05/21/2020	LIFE INSURANCE - ER	10-521-5310	35.00
VOYAGER FLEET SYSTEMS, INC.	119252	05/24/2020	SERVICE THRU 05/24/2020 ACC...	10-521-7075	120.10
MISSOURI LAGERS	DFT0001570	05/26/2020	MISSOURI LAGERS	10-521-5220	3,404.02
VOYA 457	DFT0001572	05/26/2020	VOYA 457	10-521-5210	61.75
COMMERCIAL LAWN CARE INC	119265	05/27/2020	spray and fertilize various city l...	10-521-6090	1,905.33
ICMA - RC RETIREMENT COMP...	DFT0001571	05/29/2020	DEFERRED COMP	10-521-5210	154.89
<b>Department 521 - BUILDINGS &amp; GROUNDS Total:</b>					<b>24,563.11</b>
<b>Department: 524 - CONVENTION &amp; TOURISM</b>					
KENNETH A REMMERT	119275	05/19/2020	Music Program Coordinator	24-524-6090	683.33
<b>Department 524 - CONVENTION &amp; TOURISM Total:</b>					<b>683.33</b>
<b>Department: 525 - PUBLIC WORKS ADMIN</b>					
VERIZON WIRELESS SVCS LLC	119232	05/13/2020	4/14-5/13/20 Services Acct #98...	10-525-6735	139.18
UNISOURCE DOCUMENT PROD...	119305	05/15/2020	COPY CHARGES PW	10-525-7120	12.20
BLUE CROSS BLUE SHIELD OF K...	DFT0001556	05/21/2020	ER HEALTH PREM	10-525-5310	519.95
MUTUAL OF OMAHA INSURAN...	DFT0001557	05/21/2020	LIFE INSURANCE - ER	10-525-5310	21.00
VOYAGER FLEET SYSTEMS, INC.	119252	05/24/2020	SERVICE THRU 05/24/2020 ACC...	10-525-7075	34.55
MISSOURI LAGERS	DFT0001570	05/26/2020	MISSOURI LAGERS	10-525-5220	3,551.41
VOYA 457	DFT0001572	05/26/2020	VOYA 457	10-525-5210	74.33
ICMA - RC RETIREMENT COMP...	DFT0001571	05/29/2020	DEFERRED COMP	10-525-5210	187.31
<b>Department 525 - PUBLIC WORKS ADMIN Total:</b>					<b>4,539.93</b>
<b>Department: 526 - COMMUNITY DEVELOPMENT</b>					
SPRINT SPECTRUM LP	119229	05/06/2020	04/07-05/06/20 SERVICES ACCT...	10-526-6735	99.98
VERIZON WIRELESS SVCS LLC	119232	05/13/2020	4/14-5/13/20 Services Acct #98...	10-526-6735	335.33
UNISOURCE DOCUMENT PROD...	119305	05/15/2020	COPY CHARGES CD	10-526-7001	4.84
BLUE CROSS BLUE SHIELD OF K...	DFT0001556	05/21/2020	ER HEALTH PREM	10-526-5310	4,490.43
MUTUAL OF OMAHA INSURAN...	DFT0001557	05/21/2020	LIFE INSURANCE - ER	10-526-5310	35.00
MISSOURI LAGERS	DFT0001570	05/26/2020	MISSOURI LAGERS	10-526-5220	5,184.00
VOYA 457	DFT0001572	05/26/2020	VOYA 457	10-526-5210	56.88
ICMA - RC RETIREMENT COMP...	DFT0001571	05/29/2020	DEFERRED COMP	10-526-5210	327.18
<b>Department 526 - COMMUNITY DEVELOPMENT Total:</b>					<b>10,533.64</b>
<b>Department: 533 - INTERDEPARTMENTAL</b>					
Evergy	119224	05/07/2020	04/08-05/07/20 Services Variou...	10-533-6710	10,486.31
Evergy	119221	05/07/2020	04/08-05/07/20 Services Variou...	10-533-6710	1,373.13
WINDSTREAM CORPORATION	119233	05/08/2020	04/08-05/08/20 SERVICES ACCT...	10-533-6730	542.04

## Expense Approval Report

Payment Dates: 05/20/2020 - 06/03/2020

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
Evergy	119225	05/11/2020	04/13-05/11/20 Services Variou...	10-533-6710	585.72
VERIZON WIRELESS SVCS LLC	119232	05/13/2020	Kris Smith - New Phone	10-533-7120	29.99
VERIZON WIRELESS SVCS LLC	119232	05/13/2020	Doris Dodd - Phone Credit	10-533-7120	-150.00
VERIZON WIRELESS SVCS LLC	119232	05/13/2020	Angie Warner - Phone Credit	10-533-7120	-150.00
VERIZON WIRELESS SVCS LLC	119232	05/13/2020	Becky Taylor - Phone Credit	10-533-7120	-150.00
VERIZON WIRELESS SVCS LLC	119232	05/13/2020	Sue Renevier - Phone Credit	10-533-7120	-150.00
YELLOW DOG NETWORKS INC	119309	05/15/2020	ANNUAL MAINTENANCE FOR N...	10-533-6110	3,672.27
UNISOURCE DOCUMENT PROD...	119305	05/15/2020	COPY CHARGES CH	10-533-7003	121.52
MERITAS HEALTH CORP	119227	05/19/2020	ANNUAL PHYS/IMMUNIZATIONS	10-533-5440	395.00
127 SWIFT LLC	119256	05/19/2020	Parking Lot Rent for Armour - 1...	10-533-6130	350.00
North Kansas City Hospital	119289	05/19/2020	Wellness Services Agreement	10-533-6328	1,368.00
MCI	119243	05/25/2020	Service Thru 05/25/2020 Corp I...	10-533-6730	331.41
TYLER TECHNOLOGIES INC	119304	05/28/2020	Tyler Technologies - CIS Contact...	10-533-6115	1,654.94
ALLEGIANT NETWORKS LLC	119259	05/28/2020	SOFTWARE UPGRADE FOR AVA...	10-533-7120	1,964.02
<b>Department 533 - INTERDEPARTMENTAL Total:</b>					<b>22,274.35</b>

**Department: 535 - GAMING**

OLSSON ASSOCIATES	119290	05/22/2020	ENCUMBER - BURLINGTON ENG	25-535-8770	11,907.48
OLSSON ASSOCIATES	119290	05/22/2020	ENCUMBER - BURLINGTON ENG	25-535-8770	22,318.62
OLSSON ASSOCIATES	119290	05/22/2020	Olsson Armour Road Redevelo...	25-535-8700	17,228.32
OLSSON ASSOCIATES	119290	05/27/2020	work order 6 consultant fees	25-535-8700	705.42
TYLER TECHNOLOGIES INC	119304	05/28/2020	ENERGOV BUSINESS LICENSING ...	25-535-8760	1,843.75
<b>Department 535 - GAMING Total:</b>					<b>54,003.59</b>

**Department: 540 - PARKS & RECREATION**

Evergy	119224	05/07/2020	04/08-05/07/20 Services Variou...	20-540-6710	730.23
Evergy	119221	05/07/2020	04/08-05/07/20 Services Variou...	20-540-6710	1,155.42
Evergy	119222	05/07/2020	4/8-5/7/20 Services acct 72328...	20-540-6710	44.19
WINDSTREAM CORPORATION	119233	05/08/2020	04/08-05/08/20 SERVICES ACCT #...	20-540-6730	20.65
Evergy	119222	05/11/2020	4/13-5/11/20 SERVICES ACCT #...	20-540-6710	18.18
VERIZON WIRELESS SVCS LLC	119232	05/13/2020	4/14-5/13/20 Services Acct #98...	20-540-6735	328.37
Evergy	119222	05/14/2020	04/16-05/14/20	20-540-6710	88.88
UNISOURCE DOCUMENT PROD...	119305	05/15/2020	COPY CHARGES PR	20-540-7001	9.24
MUSSELMAN & HALL CONTRAC...	119286	05/15/2020	Waggin Tail park concrete work ...	20-540-7190	10,148.53
BLUE CROSS BLUE SHIELD OF K...	DFT0001556	05/21/2020	ER HEALTH PREM	20-540-5310	4,942.71
MUTUAL OF OMAHA INSURAN...	DFT0001557	05/21/2020	LIFE INSURANCE - ER	20-540-5310	40.50
VOYAGER FLEET SYSTEMS, INC.	119252	05/24/2020	SERVICE THRU 05/24/2020 ACC...	20-540-7075	63.57
ICE MASTERS INC	119271	05/26/2020	Monthly Ice Subscription	20-540-7110	130.00
CLAYCO ELECTRIC INC	119264	05/26/2020	Locate Private Conduits for Gaz...	20-540-7190	340.00
JEAN DRAKE	119240	05/26/2020	Refund for NDT - Million Dollar ...	20-540-6630	45.00
Jane Jackson	119239	05/26/2020	Refund for NDT - Million Dollar ...	20-540-6630	45.00
Jo Johnson	119241	05/26/2020	Refund for NDT - Million Dollar ...	20-540-6630	45.00
MISSOURI LAGERS	DFT0001570	05/26/2020	MISSOURI LAGERS	20-540-5220	3,722.44
VOYA 457	DFT0001572	05/26/2020	VOYA 457	20-540-5210	25.00
ICMA - RC RETIREMENT COMP...	DFT0001571	05/29/2020	DEFERRED COMP	20-540-5210	124.74
The Clark Enersen Partners	119302	05/28/2020	MACKEN PARK BALL DIAMOND ...	20-540-8770	3,500.00
<b>Department 540 - PARKS &amp; RECREATION Total:</b>					<b>25,567.65</b>

**Department: 550 - LIBRARY**

Evergy	119224	05/07/2020	04/08-05/07/20 Services Variou...	21-550-6710	2,789.77
BLUE CROSS BLUE SHIELD OF K...	DFT0001556	05/21/2020	ER HEALTH PREM	21-550-5310	4,795.59
MUTUAL OF OMAHA INSURAN...	DFT0001557	05/21/2020	LIFE INSURANCE - ER	21-550-5310	32.56
MISSOURI LAGERS	DFT0001570	05/26/2020	MISSOURI LAGERS	21-550-5220	3,713.04
VOYA 457	DFT0001572	05/26/2020	VOYA 457	21-550-5210	44.64
ICMA - RC RETIREMENT COMP...	DFT0001571	05/29/2020	DEFERRED COMP	21-550-5210	88.78
<b>Department 550 - LIBRARY Total:</b>					<b>11,464.38</b>

**Department: 553 - RETIREE HEALTH INSURANCE**

BLUE CROSS BLUE SHIELD OF K...	DFT0001556	05/21/2020	ER RETIREE HEALTH PREM	53-553-5310	711.21
BLUE CROSS BLUE SHIELD OF K...	119234	05/26/2020	PCA INVOICE	53-553-5310	125.41
<b>Department 553 - RETIREE HEALTH INSURANCE Total:</b>					<b>836.62</b>

**Department: 560 - WATER**

KC WATER SERVICE DEPT	119226	04/28/2020	3/30-4/28/20 SERVICES ACCT #...	60-560-6740	431.54
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## Expense Approval Report

Payment Dates: 05/20/2020 - 06/03/2020

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
KC WATER SERVICE DEPT	119226	04/29/2020	3/30-4/29/20 SERVICES ACCT #...	60-560-6740	332.29
Evergy	119224	05/07/2020	04/08-05/07/20 Services Variou...	60-560-6710	13,156.77
WINDSTREAM CORPORATION	119233	05/08/2020	04/08-05/08/20 SERVICES ACCT...	60-560-6730	41.30
Evergy	119225	05/11/2020	04/13-05/11/20 Services Variou...	60-560-6710	707.86
VERIZON WIRELESS SVCS LLC	119232	05/13/2020	4/14-5/13/20 Services Acct #98...	60-560-6735	564.11
MISSISSIPPI LIME CO	119281	05/14/2020	Lime for water plant 3 loads	60-560-7005	5,279.95
MISSISSIPPI LIME CO	119281	05/14/2020	Lime for water plant 3 loads	60-560-7005	5,284.09
MISSISSIPPI LIME CO	119281	05/14/2020	Lime for water plant 3 loads	60-560-7005	5,317.17
HAWKINS INC	119270	05/14/2020	Chemicals	60-560-7005	1,192.56
PRAXAIR DISTRIBUTORS INC	119294	05/14/2020	CO2 for water plant	60-560-7005	3,471.37
KC WATER SERVICE DEPT	119274	05/14/2020	Report for MO 1010580 month ...	60-560-6430	165.00
KC WATER SERVICE DEPT	119274	05/14/2020	Report for MO 1010580 month ...	60-560-6430	165.00
UNISOURCE DOCUMENT PROD...	119305	05/15/2020	COPY CHARGES WP	60-560-6120	26.21
Evergy	119223	05/17/2020	04/19-05/17/20 Services Variou...	60-560-6710	75.66
BLUE CROSS BLUE SHIELD OF K...	DFT0001556	05/21/2020	ER HEALTH PREM	60-560-5310	9,481.67
MUTUAL OF OMAHA INSURAN...	DFT0001557	05/21/2020	LIFE INSURANCE - ER	60-560-5310	70.00
MO DEPT OF NATURAL RESOUR...	119285	05/22/2020	annual permit fees - clean water...	60-560-6410	1,800.00
RAILROAD MANAGEMENT CO...	119296	05/22/2020	RR management license fees	60-560-6110	529.98
WIEDENMANN INC	119308	05/22/2020	fire hydrant had to be moved	60-560-8770	10,659.32
VOYAGER FLEET SYSTEMS, INC.	119252	05/24/2020	SERVICE THRU 05/24/2020 ACC...	60-560-7075	135.05
MCI	119243	05/25/2020	Service Thru 05/25/2020 Corp I...	60-560-6730	66.23
MISSOURI LAGERS	DFT0001570	05/26/2020	MISSOURI LAGERS	60-560-5220	9,592.35
BURNS & MCDONNELL ENGR C...	119261	05/27/2020	WATER PLANT REPAIRS	60-560-8730	1,746.65
ICMA - RC RETIREMENT COMP...	DFT0001571	05/29/2020	DEFERRED COMP	60-560-5210	427.64
SCHULTE SUPPLY INC	119300	05/27/2020	Water Distribution Maintenance	60-560-7150	585.58
<b>Department 560 - WATER Total:</b>					<b>71,305.35</b>

**Department: 564 - COMMUNICATIONS**

NOCIX LLC	119288	05/24/2020	ASB Bridge Repair	64-564-7999	6,611.37
<b>Department 564 - COMMUNICATIONS Total:</b>					<b>6,611.37</b>

**Department: 570 - WATER POLLUTION CONTROL**

Evergy	119224	05/07/2020	04/08-05/07/20 Services Variou...	61-570-6710	7,062.39
WINDSTREAM CORPORATION	119233	05/08/2020	04/08-05/08/20 SERVICES ACCT...	61-570-6730	15.49
Evergy	119225	05/11/2020	04/13-05/11/20 Services Variou...	61-570-6710	7,117.39
VERIZON WIRELESS SVCS LLC	119232	05/13/2020	4/14-5/13/20 Services Acct #98...	61-570-6735	43.06
UNISOURCE DOCUMENT PROD...	119305	05/15/2020	COPY CHARGES WPC	61-570-7001	17.37
Evergy	119223	05/17/2020	04/19-05/17/20 Services Variou...	61-570-6710	4,652.08
LETTS, VAN KIRK & ASSOCIATES	119277	05/19/2020	Infrastructure: Emergency Pu...	61-570-8770	54,424.20
JR & COMPANY INC	119273	05/20/2020	26th Avenue Pump Station Roof...	61-570-8770	20,812.66
Independent Electric Machinery...	119272	05/20/2020	Storm Pump Station Maintenanc...	61-570-8770	29,660.00
BLUE CROSS BLUE SHIELD OF K...	DFT0001556	05/21/2020	ER HEALTH PREM	61-570-5310	3,638.79
MUTUAL OF OMAHA INSURAN...	DFT0001557	05/21/2020	LIFE INSURANCE - ER	61-570-5310	28.00
ACE PIPE CLEANING INC	119258	05/22/2020	reimburse by miller pipeline for ...	61-570-7157	1,702.80
KEYSTONE LABORATORIES INC	119276	05/22/2020	influent grabs - routine analysis	61-570-6430	345.00
WIEDENMANN INC	119308	05/22/2020	sewer lateral repair	61-570-8770	11,454.19
VOYAGER FLEET SYSTEMS, INC.	119252	05/24/2020	SERVICE THRU 05/24/2020 ACC...	61-570-7075	51.04
MCI	119243	05/25/2020	Service Thru 05/25/2020 Corp I...	61-570-6730	66.23
MISSOURI LAGERS	DFT0001570	05/26/2020	MISSOURI LAGERS	61-570-5220	3,565.68
LETTS, VAN KIRK & ASSOCIATES	119277	05/27/2020	Storm Pump Maintenance	61-570-8770	7,204.29
MUSSELMAN & HALL CONTRAC...	119286	05/27/2020	April work on 10th & Clay sinkh...	61-570-8770	19,334.56
ICMA - RC RETIREMENT COMP...	DFT0001571	05/29/2020	DEFERRED COMP	61-570-5210	129.10
<b>Department 570 - WATER POLLUTION CONTROL Total:</b>					<b>171,324.32</b>

**Department: 580 - TRANSPORTATION**

Evergy	119224	05/07/2020	04/08-05/07/20 Services Variou...	22-580-6710	1,058.84
Evergy	119222	05/07/2020	4/8-5/7/20 Services acct 71919...	22-580-6710	155.00
WINDSTREAM CORPORATION	119233	05/08/2020	04/08-05/08/20 SERVICES ACCT...	22-580-6730	20.65
Evergy	119225	05/11/2020	04/13-05/11/20 Services Variou...	22-580-6710	86.73
VERIZON WIRELESS SVCS LLC	119232	05/13/2020	4/14-5/13/20 Services Acct #98...	22-580-6735	440.60
VERIZON WIRELESS SVCS LLC	119232	05/13/2020	Brian Creek - New Phone	22-580-7210	29.99
VERIZON WIRELESS SVCS LLC	119232	05/13/2020	Bruce Hale - Phone Credit	22-580-7210	-150.00

## Expense Approval Report

Payment Dates: 05/20/2020 - 06/03/2020

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
MUSSELMAN & HALL CONTRAC...	119286	05/15/2020	curb, sidewalk and catchbasin r...	22-580-8770	15,435.00
MUSSELMAN & HALL CONTRAC...	119286	05/15/2020	northgate alley repairs	22-580-8770	40,200.00
MUSSELMAN & HALL CONTRAC...	119286	05/15/2020	curb, sidewalk and catchbasin r...	22-580-8770	13,087.17
101 LAND HOLDINGS LLC	119255	05/19/2020	2020 Salt Barn Rent	22-580-6130	428.60
BLUE CROSS BLUE SHIELD OF K...	DFT0001556	05/21/2020	ER HEALTH PREM	22-580-5310	10,309.68
MUTUAL OF OMAHA INSURAN...	DFT0001557	05/21/2020	LIFE INSURANCE - ER	22-580-5310	60.56
CUSTOM TREE CARE INC	119266	05/22/2020	trimming and removals	22-580-7181	2,685.00
MCCONNELL & ASSOCIATES CO...	119278	05/22/2020	street repair materials - aquaph...	22-580-7183	1,259.64
MUSSELMAN & HALL CONTRAC...	119286	05/22/2020	concrete repairs	22-580-8770	9,900.00
VOYAGER FLEET SYSTEMS, INC.	119252	05/24/2020	SERVICE THRU 05/24/2020 ACC...	22-580-7075	139.06
MCI	119243	05/25/2020	Service Thru 05/25/2020 Corp I...	22-580-6730	66.22
MISSOURI LAGERS	DFT0001570	05/26/2020	MISSOURI LAGERS	22-580-5220	4,669.78
VOYA 457	DFT0001572	05/26/2020	VOYA 457	22-580-5210	60.17
CUSTOM TREE CARE INC	119266	05/27/2020	tree trimming and removals	22-580-7181	7,025.00
OVERLAND PARK GARDEN CEN...	119293	05/27/2020	plantings for city	22-580-7160	396.00
OVERLAND PARK GARDEN CEN...	119293	05/27/2020	plantings for city	22-580-7160	132.00
OVERLAND PARK GARDEN CEN...	119293	05/27/2020	plantings for city	22-580-7160	124.50
ICMA - RC RETIREMENT COMP...	DFT0001571	05/29/2020	DEFERRED COMP	22-580-5210	252.07
<b>Department 580 - TRANSPORTATION Total:</b>					<b>107,872.26</b>
<b>Grand Total:</b>					<b>791,997.69</b>

## Report Summary

## Fund Summary

Fund	Payment Amount
10 - GENERAL FUND	329,486.48
20 - PARKS & RECREATION	28,420.91
21 - LIBRARY	12,797.14
22 - TRANSPORTATION	111,693.76
24 - CONVENTION & TOURISM	683.33
25 - GAMING	54,003.59
53 - HEALTH INSURANCE RESERVE	836.62
60 - WATER FUND	74,684.74
61 - WATER POLLUTION CONTROL	172,779.75
64 - COMMUNICATIONS	6,611.37
<b>Grand Total:</b>	<b>791,997.69</b>

## Account Summary

Account Number	Account Name	Payment Amount
10-1106	RETIREE BC/BS RECEIVAB...	6,566.31
10-2243	AFTER TAX HEALTH	3,463.15
10-2247	PRETAX HEALTH	31,754.87
10-2249	AFLAC - PRETAX	7,357.89
10-2250	NATIONWIDE EE CONTRI...	3,112.59
10-2251	FIRE & POLICE PENSION	7,025.36
10-2252	ICMA EE CONTRIBUTION	8,925.04
10-2253	ING EE CONTRIBUTION	2,327.22
10-2254	AFLAC - AFTER TAX	3,424.95
10-2257	CRITICAL HEALTH INS	370.35
10-2258	ING EE ROTH CONTRIBUT...	460.00
10-2259	ICMA EE ROTH CONTRIBU...	1,335.85
10-2260	UNITED FUND	30.00
10-2265	COKE PLAN	875.00
10-2268	UNION DUES	9,017.87
10-2410	CRIME VICTIMS COMP PA...	228.16
10-2412	SHERRIFF'S & INMATE'S F...	96.00
10-2415	SAFEHAVEN COURT FEES ...	128.00
10-2418	POST OFFICER TRAINING ...	34.00
10-2430	CLEARING	669.52
10-4501	OCCUPATIONAL LICENSES	187.45
10-505-5210	CITY PAID DEFERRED CO...	858.51
10-505-5220	PENSION EXPENSE	13,094.62
10-505-5310	HEALTH, DENTAL & LIFE I...	12,483.34
10-505-6030	OTHER LEGAL COSTS	959.82
10-505-6735	PAGERS & CELL PHONES	544.30
10-505-7001	OFFICE SUPPLIES	181.00
10-506-5210	CITY PAID DEFERRED CO...	68.39
10-506-5220	PENSION EXPENSE	1,545.27
10-506-5310	HEALTH, DENTAL & LIFE I...	1,217.77
10-506-6110	MAINTENANCE AGREEM...	7.64
10-510-5210	CITY PAID DEFERRED CO...	3,182.25
10-510-5220	PENSION EXPENSE	10,037.84
10-510-5310	HEALTH, DENTAL & LIFE I...	52,176.20
10-510-5440	PHYSICALS & DRUG TESTI...	1,404.00
10-510-5480	PHYSICIAN FEES	1,000.00
10-510-6735	PAGERS & CELL PHONES	43.06
10-510-7001	OFFICE SUPPLIES	102.74
10-510-7011	FIRST AID SUPPLIES	228.79
10-510-7050	UNIFORMS	1,064.45
10-510-7075	GASOLINE	1,341.34
10-510-7125	SOFTWARE MAINT & SERV..	640.18
10-515-5210	CITY PAID DEFERRED CO...	2,343.78

## Account Summary

Account Number	Account Name	Payment Amount
10-515-5220	PENSION EXPENSE	15,345.42
10-515-5310	HEALTH, DENTAL & LIFE I...	52,497.33
10-515-6060	COMPUTER OPERATIONS	1,506.72
10-515-6110	MAINTENANCE AGREEM...	88.99
10-515-6395	OTHER SERVICES	188.45
10-515-6735	PAGERS & CELL PHONES	591.92
10-515-7001	OFFICE SUPPLIES	141.01
10-515-7018	INVESTIGATIVE OPERATI...	414.01
10-515-7020	DETENTION SUPPLIES	1,173.68
10-515-7022	RANGE SUPPLIES	55.00
10-515-7050	UNIFORMS	365.00
10-515-7075	GASOLINE	2,293.05
10-515-7140	VEHICLE MAINTENANCE	1,000.00
10-521-5210	CITY PAID DEFERRED CO...	216.64
10-521-5220	PENSION EXPENSE	3,404.02
10-521-5310	HEALTH, DENTAL & LIFE I...	6,838.63
10-521-6090	PROFESSIONAL SERVICES	1,905.33
10-521-6735	PAGERS & CELL PHONES	86.12
10-521-7001	OFFICE SUPPLIES	7.04
10-521-7006	CUSTODIAL SUPPLIES	14.90
10-521-7075	GASOLINE	120.10
10-521-7110	BUILDING MAINTENANCE	11,970.33
10-525-5210	CITY PAID DEFERRED CO...	261.64
10-525-5220	PENSION EXPENSE	3,551.41
10-525-5310	HEALTH, DENTAL & LIFE I...	540.95
10-525-6735	PAGERS & CELL PHONES	139.18
10-525-7075	GASOLINE	34.55
10-525-7120	EQUIPMENT MAINTENAN...	12.20
10-526-5210	CITY PAID DEFERRED CO...	384.06
10-526-5220	PENSION EXPENSE	5,184.00
10-526-5310	HEALTH, DENTAL & LIFE I...	4,525.43
10-526-6735	PAGERS & CELL PHONES	435.31
10-526-7001	OFFICE SUPPLIES	4.84
10-533-5440	PHYSICALS & DRUG TESTI...	395.00
10-533-6110	MAINTENANCE AGREEM...	3,672.27
10-533-6115	SOFTWARE MAINT & SERV...	1,654.94
10-533-6130	RENTAL - PARKING LOTS	350.00
10-533-6328	EMPLOYEE WELLNESS PR...	1,368.00
10-533-6710	ELECTRICITY	12,445.16
10-533-6730	TELEPHONE	873.45
10-533-7003	COPY MACHINE SUPPLIES	121.52
10-533-7120	MINOR EQUIPMENT	1,394.01
20-2243	AFTER TAX HEALTH	36.50
20-2247	PRETAX HEALTH	1,235.68
20-2249	AFLAC - PRETAX	507.51
20-2252	ICMA EE CONTRIBUTION	236.22
20-2253	ING EE CONTRIBUTION	25.00
20-2254	AFLAC - AFTER TAX	219.78
20-2257	CRITICAL HEALTH INS	42.57
20-4661	FACILITY USE FEES	550.00
20-540-5210	CITY PAID DEFERRED CO...	149.74
20-540-5220	PENSION EXPENSE	3,722.44
20-540-5310	HEALTH, DENTAL & LIFE I...	4,983.21
20-540-6630	SENIOR TRIPS	135.00
20-540-6710	ELECTRICITY	2,036.90
20-540-6730	TELEPHONE	20.65
20-540-6735	PAGERS & CELL PHONES	328.37
20-540-7001	OFFICE SUPPLIES	9.24

## Account Summary

Account Number	Account Name	Payment Amount
20-540-7075	GASOLINE	63.57
20-540-7110	BUILDING MAINTENANCE	130.00
20-540-7190	OTHER MAINTENANCE	10,488.53
20-540-8770	INFRASTRUCTURE	3,500.00
21-2243	AFTER TAX HEALTH	0.50
21-2247	PRETAX HEALTH	1,198.90
21-2252	ICMA EE CONTRIBUTION	88.72
21-2253	ING EE CONTRIBUTION	44.64
21-550-5210	CITY PAID DEFERRED CO...	133.42
21-550-5220	PENSION EXPENSE	3,713.04
21-550-5310	HEALTH, DENTAL & LIFE I...	4,828.15
21-550-6710	ELECTRICITY	2,789.77
22-2243	AFTER TAX HEALTH	464.50
22-2247	PRETAX HEALTH	2,577.42
22-2249	AFLAC - PRETAX	72.00
22-2252	ICMA EE CONTRIBUTION	393.28
22-2253	ING EE CONTRIBUTION	100.28
22-2254	AFLAC - AFTER TAX	160.92
22-2257	CRITICAL HEALTH INS	53.10
22-580-5210	CITY PAID DEFERRED CO...	312.24
22-580-5220	PENSION EXPENSE	4,669.78
22-580-5310	HEALTH, DENTAL & LIFE I...	10,370.24
22-580-6130	LEASE/RENTAL AGREEME...	428.60
22-580-6710	ELECTRICITY	1,300.57
22-580-6730	TELEPHONE	86.87
22-580-6735	PAGERS & CELL PHONES	440.60
22-580-7075	GASOLINE	139.06
22-580-7160	DOWNTOWN MAINTENA...	652.50
22-580-7181	TREE MAINTENANCE	9,710.00
22-580-7183	STREET REPAIR MATERIALS	1,259.64
22-580-7210	MINOR EQUIPMENT	-120.01
22-580-8770	INFRASTRUCTURE	78,622.17
24-524-6090	PROFESSIONAL SERVICES	683.33
25-535-8700	LAND ACQUISITION	17,933.74
25-535-8760	INFORMATION TECHNOL...	1,843.75
25-535-8770	INFRASTRUCTURE	34,226.10
53-553-5310	HEALTH, DENTAL & LIFE I...	836.62
60-2243	AFTER TAX HEALTH	62.90
60-2247	PRETAX HEALTH	2,370.42
60-2249	AFLAC - PRETAX	336.24
60-2252	ICMA EE MATCH	487.07
60-2254	AFLAC - AFTER TAX	82.80
60-2259	ICMA EE ROTH CONTRIBU...	39.96
60-560-5210	CITY PAID DEFERRED CO...	427.64
60-560-5220	PENSION EXPENSE	9,592.35
60-560-5310	HEALTH, DENTAL & LIFE I...	9,551.67
60-560-6110	MAINTENANCE AGREEM...	529.98
60-560-6120	EQUIPMENT RENTAL	26.21
60-560-6410	NPDES DISCHARGE FEES	1,800.00
60-560-6430	LABORATORY FEES	330.00
60-560-6710	ELECTRICITY	13,940.29
60-560-6730	TELEPHONE	107.53
60-560-6735	PAGERS & CELL PHONES	564.11
60-560-6740	NKC UTILITY FEES	763.83
60-560-7005	CHEMICALS	20,545.14
60-560-7075	GASOLINE	135.05
60-560-7150	DISTRIBUTION MAINTEN...	585.58
60-560-8730	BUILDING IMPROVEMENTS	1,746.65

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Payment Amount</b>
60-560-8770	INFRASTRUCTURE	10,659.32
61-2243	AFTER TAX HEALTH	122.10
61-2247	PRETAX HEALTH	909.70
61-2249	AFLAC - PRETAX	255.66
61-2252	ICMA EE CONTRIBUTION	151.59
61-2254	AFLAC - AFTER TAX	16.38
61-570-5210	CITY PAID DEFERRED CO...	129.10
61-570-5220	PENSION EXPENSE	3,565.68
61-570-5310	HEALTH, DENTAL & LIFE I...	3,666.79
61-570-6430	LABORATORY FEES	345.00
61-570-6710	ELECTRICITY	18,831.86
61-570-6730	TELEPHONE	81.72
61-570-6735	PAGERS & CELL PHONES	43.06
61-570-7001	OFFICE SUPPLIES	17.37
61-570-7075	GASOLINE	51.04
61-570-7157	SANITARY SEWER MAINT...	1,702.80
61-570-8770	INFRASTRUCTURE	142,889.90
64-564-7999	OPERATING EXPENSE	6,611.37
	<b>Grand Total:</b>	<b>791,997.69</b>

**Project Account Summary**

<b>Project Account Key</b>	<b>Payment Amount</b>
**None**	499,738.86
1901	38,422.17
2551	1,746.65
2612	112,101.15
5891	10,659.32
5941	30,788.75
6001	34,226.10
7651	17,933.74
9391	1,843.75
9471	3,500.00
9491	40,200.00
Covid-19 Tracking	837.20
	<b>Grand Total:</b>
	<b>791,997.69</b>



North Kansas City, MO

# Journal Entry Register

Packet: GLPKT07115 - APRIL 2020 VISA IMPORT

Journal:	7894	Controlling Fund:	99	Posting Date:	5/26/2020	Accrual Date:		Added Date:	5/27/2020
Description:	April 2020 Visa Import					JE Type:		Adjusting Entry:	N
Account	Account Name	Description	Project Account Key	IFT	Amount				
<a href="#">99-1001</a>	CONSOLIDATED CASH	APRIL 2020 VISA PAYMENT			-14,999.56				
	<b>Cash Type:</b> Bank Draft	<b>Number:</b> DFT0001576				<b>Check Stock:</b>			
<a href="#">10-515-7026</a>	ANIMAL CONTROL EXPENSE	Parkville Animal Wellnes			297.04				
<a href="#">10-515-7026</a>	ANIMAL CONTROL EXPENSE	Parkville Animal Wellnes			297.04				
<a href="#">10-515-7026</a>	ANIMAL CONTROL EXPENSE	Parkville Animal Wellnes			255.54				
<a href="#">10-515-7026</a>	ANIMAL CONTROL EXPENSE	Parkville Animal Wellnes			126.04				
<a href="#">10-515-7026</a>	ANIMAL CONTROL EXPENSE	Parkville Animal Wellnes			297.04				
<a href="#">10-515-7026</a>	ANIMAL CONTROL EXPENSE	Parkville Animal Wellnes			275.37				
<a href="#">10-515-7026</a>	ANIMAL CONTROL EXPENSE	Parkville Animal Wellnes			245.54				
<a href="#">10-515-7026</a>	ANIMAL CONTROL EXPENSE	Parkville Animal Wellnes			297.04				
<a href="#">10-515-7026</a>	ANIMAL CONTROL EXPENSE	Parkville Animal Wellnes			87.75				
<a href="#">10-515-7026</a>	ANIMAL CONTROL EXPENSE	The Mop Bucket			60.98				
<a href="#">10-515-7026</a>	ANIMAL CONTROL EXPENSE	Save A Lot 440			13.46				
<a href="#">10-515-7026</a>	ANIMAL CONTROL EXPENSE	Parkville Animal Wellnes			10.00				
<a href="#">10-515-7026</a>	ANIMAL CONTROL EXPENSE	Kc Pet Food			369.34				
<a href="#">10-515-7026</a>	ANIMAL CONTROL EXPENSE	Sq broski Fence Company			326.81				
<a href="#">10-515-7026</a>	ANIMAL CONTROL EXPENSE	Cvs pharmacy 08543			14.99				
<a href="#">10-515-7140</a>	VEHICLE MAINTENANCE	Us Auto Brokers Llc			140.00				
<a href="#">10-515-7025</a>	CANINE UNIT EXPENSE	Petco 1694 63516942			44.98				
<a href="#">10-505-5426</a>	TRAINING/TRAVEL APPOINTED	Southwes			-319.96				
<a href="#">10-515-7022</a>	RANGE SUPPLIES	Clarks Tool Equipment			16.88				
<a href="#">10-515-7140</a>	VEHICLE MAINTENANCE	Coleman Equipment Smithv			4.51				
<a href="#">10-515-7022</a>	RANGE SUPPLIES	Lowes 02767			153.56				
<a href="#">10-515-7022</a>	RANGE SUPPLIES	The Home Depot 3008			204.78				
<a href="#">10-515-7022</a>	RANGE SUPPLIES	Sp Qualification Tar			69.16				
<a href="#">10-515-7001</a>	OFFICE SUPPLIES	Commercial Vehicle Safety			25.80				
<a href="#">10-515-7140</a>	VEHICLE MAINTENANCE	Babbitts Online			113.33				
<a href="#">10-526-7001</a>	OFFICE SUPPLIES	Amzn Mktp Us			15.99				
<a href="#">10-505-7001</a>	OFFICE SUPPLIES	Epson			62.09				
<a href="#">10-505-7001</a>	OFFICE SUPPLIES	J2 Efax Services			16.95				
<a href="#">10-526-5426</a>	TRAINING/TRAVEL APPOINTED	American Planning A			-55.00				
<a href="#">10-526-5426</a>	TRAINING/TRAVEL APPOINTED	American Planning A			125.00				
<a href="#">10-505-5427</a>	TRAINING & TRAVEL - ELECTED	Airbnb Hmynq8km8t			-30.29				
<a href="#">10-521-7050</a>	UNIFORMS	Lowes 02767			54.90				
<a href="#">10-521-7140</a>	VEHICLE MAINTENANCE	Kearney Lawn			306.33				
<a href="#">10-521-7110</a>	BUILDING MAINTENANCE	The Home Depot 8460			35.82				
<a href="#">10-521-7110</a>	BUILDING MAINTENANCE	A N Hdwe			5.58				
<a href="#">21-550-7370</a>	BOOKS	Amazon Com 5c8t06ro3			19.78				
<a href="#">10-515-7001</a>	OFFICE SUPPLIES	The Mop Bucket			23.70				
<a href="#">61-570-7120</a>	EQUIPMENT MAINTENANCE	Kearney Lawn			105.62				
<a href="#">61-570-7110</a>	BUILDING MAINTENANCE	Amzn Mktp Us			188.91				
<a href="#">61-570-7110</a>	BUILDING MAINTENANCE	State Chemic			282.91				
<a href="#">10-515-7001</a>	OFFICE SUPPLIES	Cvs pharmacy 08543			41.98				
<a href="#">10-515-7050</a>	UNIFORMS	Galls			9.65				
<a href="#">10-515-7050</a>	UNIFORMS	Galls			59.98				
<a href="#">10-515-7050</a>	UNIFORMS	Galls			89.97				
<a href="#">10-510-7001</a>	OFFICE SUPPLIES	Cvs Pharmacy 05727			4.46				
<a href="#">10-510-7012</a>	HAZMAT OPERATIONS	Sherwin Williams 707484			396.48				
<a href="#">10-510-7012</a>	HAZMAT OPERATIONS	Lowes 01078			275.84				
<a href="#">10-510-7012</a>	HAZMAT OPERATIONS	Lowes 02767			229.60				
<a href="#">10-510-7012</a>	HAZMAT OPERATIONS	Lowes 01078			105.36				
<a href="#">10-510-7012</a>	HAZMAT OPERATIONS	Lowes 02767			31.96				

## Journal Entry Register

Packet: GLPKT07115 - APRIL 2020 VISA IMPORT

Account	Account Name	Description	Project Account Key	IFT	Amount
<a href="#">10-510-7012</a>	HAZMAT OPERATIONS	Warp Phil			790.00
<a href="#">10-515-7020</a>	DETENTION SUPPLIES	Qt 153			5.97
<a href="#">22-580-7050</a>	UNIFORMS	The Home Depot 3008			57.86
<a href="#">61-570-7155</a>	LIFT STATION MAINTENANCE	Lowes 02767			189.90
<a href="#">61-570-7140</a>	VEHICLE MAINTENANCE	Advance Auto Parts 7562			158.97
<a href="#">10-510-6090</a>	PROFESSIONAL SERVICES	Zoom Us			149.90
<a href="#">10-510-7001</a>	OFFICE SUPPLIES	Active911 Inc			5.36
<a href="#">10-515-7050</a>	UNIFORMS	Galls			135.00
<a href="#">10-515-6365</a>	UNLOCK & TOW SERVICES	McGuire Lock Safe Llc			90.00
<a href="#">10-515-7020</a>	DETENTION SUPPLIES	McDonalds F6233			7.89
<a href="#">60-560-7060</a>	LABORATORY SUPPLIES	Hach Company			497.20
<a href="#">21-550-6220</a>	DUES & MEMBERSHIPS	Ezregister			30.00
<a href="#">21-550-5426</a>	TRAINING/TRAVEL APPOINTED	Libraryworks Com			49.00
<a href="#">21-550-7090</a>	OTHER SUPPLIES	Amzn Mktp Us			53.64
<a href="#">21-550-7090</a>	OTHER SUPPLIES	Sq blade Timber J Ri			70.14
<a href="#">21-550-7002</a>	COMPUTER SUPPLIES	Amzn Mktp Us			15.81
<a href="#">21-550-6347</a>	ADVERTISING - NOT EMPLOYME...	Lifestyle Publications			525.00
<a href="#">21-550-7090</a>	OTHER SUPPLIES	Valley Vet Supply			104.31
<a href="#">21-550-7090</a>	OTHER SUPPLIES	Valley Vet Supply			64.96
<a href="#">21-550-7090</a>	OTHER SUPPLIES	Amzn Mktp Us			22.88
<a href="#">21-550-7090</a>	OTHER SUPPLIES	Amzn Mktp Us			143.04
<a href="#">21-550-6455</a>	AUTOMATION SERVICES	Eig			90.25
<a href="#">21-550-7002</a>	COMPUTER SUPPLIES	Bestbuycom805885941767			29.99
<a href="#">21-550-7002</a>	COMPUTER SUPPLIES	Bestbuycom805886162278			99.99
<a href="#">21-550-7090</a>	OTHER SUPPLIES	Amazon Com d45s42j13			64.95
<a href="#">21-550-7090</a>	OTHER SUPPLIES	Sq blade Timber J Ri			347.12
<a href="#">21-550-7090</a>	OTHER SUPPLIES	Withers Kc Sanitary			37.40
<a href="#">21-550-7090</a>	OTHER SUPPLIES	Costco Whse 0373			16.99
<a href="#">21-550-7310</a>	LIBRARY SUPPLIES	Amazon Com 870ob3lt3 Amzn			63.16
<a href="#">10-515-6365</a>	UNLOCK & TOW SERVICES	McGuire Lock Safe Llc			26.25
<a href="#">10-525-7001</a>	OFFICE SUPPLIES	Officemax Officedept 6874			99.66
<a href="#">10-521-7023</a>	SAFETY SUPPLIES	Amzn Mktp Us			50.07
<a href="#">10-525-7140</a>	VEHICLE MAINTENANCE	Oreilly Auto Parts 9055			1.49
<a href="#">10-533-6328</a>	EMPLOYEE WELLNESS PROGRAM	Amazon Com*8t0xz0d53			50.00
<a href="#">10-525-5426</a>	TRAINING/TRAVEL APPOINTED	Zoom Us			14.99
<a href="#">10-525-5426</a>	TRAINING/TRAVEL APPOINTED	Dollar Tree			92.00
<a href="#">10-505-7001</a>	OFFICE SUPPLIES	Amazon Com gt57c3253			107.15
<a href="#">10-510-7140</a>	VEHICLE MAINTENANCE	Advance Auto Parts 7562			12.86
<a href="#">10-510-7014</a>	QUARTERS MAINTENANCE	Sams Club 6247			81.70
<a href="#">22-580-7023</a>	SAFETY SUPPLIES	In the Soap Bubble			83.70
<a href="#">22-580-7185</a>	STREET SIGN REPLACEMENT	The Home Depot 3008			37.96
<a href="#">10-510-7140</a>	VEHICLE MAINTENANCE	Advance Auto Parts 7562			87.54
<a href="#">10-510-7120</a>	EQUIPMENT MAINTENANCE	A N Hdwe			16.98
<a href="#">10-515-6395</a>	OTHER SERVICES	Cvs pharmacy 08543			25.58
<a href="#">10-515-6395</a>	OTHER SERVICES	Cvs pharmacy 08543			27.49
<a href="#">10-515-6395</a>	OTHER SERVICES	Cvs pharmacy 08543			-27.49
<a href="#">10-515-7050</a>	UNIFORMS	Galls			6.29
<a href="#">10-515-7140</a>	VEHICLE MAINTENANCE	Goodyear Auto Svs Ct 4352			16.99
<a href="#">10-533-6115</a>	SOFTWARE MAINT & SERVICE	Zoom Us			11.12
<a href="#">25-535-8760</a>	INFORMATION TECHNOLOGY	In id Enhancements, Inc	6551		481.50
<a href="#">10-533-6115</a>	SOFTWARE MAINT & SERVICE	Zoom Us			12.90
<a href="#">10-533-6115</a>	SOFTWARE MAINT & SERVICE	Zoom Us 888 799 9666			69.98
<a href="#">10-515-7018</a>	INVESTIGATIVE OPERATIONS	In arrowhead Scientific			262.65
<a href="#">10-515-7018</a>	INVESTIGATIVE OPERATIONS	In arrowhead Scientific			340.96
<a href="#">10-515-7140</a>	VEHICLE MAINTENANCE	Advance Auto Parts 7562			35.88
<a href="#">10-515-7050</a>	UNIFORMS	Galls			18.20
<a href="#">10-515-7050</a>	UNIFORMS	Sq paks Alteration			112.00
<a href="#">10-515-7140</a>	VEHICLE MAINTENANCE	Goodyear Auto Svs Ct 4352			19.95
<a href="#">10-515-7050</a>	UNIFORMS	Galls			107.00
<a href="#">10-515-7050</a>	UNIFORMS	Sq kc Shoe Repair			62.10
<a href="#">10-515-7140</a>	VEHICLE MAINTENANCE	Truck Works North			225.00

Journal Entry Register

Packet: GLPKT07115 - APRIL 2020 VISA IMPORT

Account	Account Name	Description	Project Account Key	IFT	Amount
<a href="#">10-515-7050</a>	UNIFORMS	Galls			18.20
<a href="#">61-570-7023</a>	SAFETY SUPPLIES	Eaton Chemical			195.08
<a href="#">10-510-7014</a>	QUARTERS MAINTENANCE	A N Hdwe			14.28
<a href="#">10-510-7014</a>	QUARTERS MAINTENANCE	Advance Auto Parts 7562			50.00
<a href="#">10-515-6395</a>	OTHER SERVICES	Cvs pharmacy 08543			30.74
<a href="#">10-515-6395</a>	OTHER SERVICES	Cvs pharmacy 08543			16.58
<a href="#">10-515-6395</a>	OTHER SERVICES	Cvs pharmacy 08543			8.16
<a href="#">10-515-6395</a>	OTHER SERVICES	Dollar General 2493			10.75
<a href="#">10-515-6395</a>	OTHER SERVICES	Cvs pharmacy 08543			21.58
<a href="#">10-515-6395</a>	OTHER SERVICES	Cvs pharmacy 08543			10.79
<a href="#">10-515-7050</a>	UNIFORMS	Midwest Cyclery Llc			119.99
<a href="#">10-515-7050</a>	UNIFORMS	Amazon Com 6i23x32z3 Amzn			61.21
<a href="#">10-515-7050</a>	UNIFORMS	Amazon Com ys26m6pe3			11.59
<a href="#">10-515-7050</a>	UNIFORMS	Amzn Mktp Us			109.95
<a href="#">10-515-7050</a>	UNIFORMS	Agron Adidas Outdoor			104.00
<a href="#">25-535-8760</a>	INFORMATION TECHNOLOGY	Amzn Mktp Us	6551		16.95
<a href="#">25-535-8760</a>	INFORMATION TECHNOLOGY	Amazon Com jg3i365h3 Amzn	6551		120.64
<a href="#">10-515-5426</a>	TRAINING/TRAVEL APPOINTED	laccp			-450.00
<a href="#">10-515-7140</a>	VEHICLE MAINTENANCE	Goodyear Auto Svs Ct 4352			166.30
<a href="#">10-515-6324</a>	BOARDS EXPENSE	Wav forensic Psychology A			450.00
<a href="#">10-515-6324</a>	BOARDS EXPENSE	Wav forensic Psychology A			450.00
<a href="#">60-560-6090</a>	PROFESSIONAL SERVICES	Indeed			245.28
<a href="#">10-510-7140</a>	VEHICLE MAINTENANCE	Advance Auto Parts 7562			31.45
<a href="#">10-515-7001</a>	OFFICE SUPPLIES	Officemax Officedept 6874			-14.65
<a href="#">10-515-7001</a>	OFFICE SUPPLIES	Officemax Officedept 6874			41.94
<a href="#">20-540-7090</a>	OTHER SUPPLIES	Sportsengine			20.50
<a href="#">20-540-7006</a>	BUSINESS FORMS	Smk			39.00
<a href="#">20-540-7120</a>	EQUIPMENT MAINTENANCE	Zoom Us			149.90
<a href="#">20-540-7110</a>	BUILDING MAINTENANCE	Netflix Com			12.99
<a href="#">20-540-7110</a>	BUILDING MAINTENANCE	Att tv Now			60.00
<a href="#">20-540-7006</a>	BUSINESS FORMS	Issuu			19.00
<a href="#">20-540-7190</a>	OTHER MAINTENANCE	Warp Phil			305.91
<a href="#">10-510-7140</a>	VEHICLE MAINTENANCE	Advance Auto Parts 7562			25.00
<a href="#">10-510-7014</a>	QUARTERS MAINTENANCE	Save A Lot 440			17.43
<a href="#">10-515-7050</a>	UNIFORMS	Sq paks Alteration			24.00
<a href="#">10-510-7001</a>	OFFICE SUPPLIES	Amzn Mktp Us			11.69
<a href="#">10-510-7014</a>	QUARTERS MAINTENANCE	Amzn Mktp Us			51.24
<a href="#">10-510-7014</a>	QUARTERS MAINTENANCE	Smartsign			37.14
<a href="#">22-580-7110</a>	BUILDING MAINTENANCE	Harbor Freight Tools 388			67.23
<a href="#">10-1001</a>	CASH	April 2020 Visa Import		Y	-9,814.14
<a href="#">20-1001</a>	CASH	April 2020 Visa Import		Y	-607.30
<a href="#">21-1001</a>	CASH	April 2020 Visa Import		Y	-1,848.41
<a href="#">22-1001</a>	CASH	April 2020 Visa Import		Y	-246.75
<a href="#">25-1001</a>	CASH	April 2020 Visa Import		Y	-619.09
<a href="#">60-1001</a>	CASH	April 2020 Visa Import		Y	-742.48
<a href="#">61-1001</a>	CASH	April 2020 Visa Import		Y	-1,121.39
<a href="#">99-2999</a>	DUE TO OTHER FUNDS	April 2020 Visa Import		Y	246.75
<a href="#">99-2999</a>	DUE TO OTHER FUNDS	April 2020 Visa Import		Y	607.30
<a href="#">99-2999</a>	DUE TO OTHER FUNDS	April 2020 Visa Import		Y	619.09
<a href="#">99-2999</a>	DUE TO OTHER FUNDS	April 2020 Visa Import		Y	742.48
<a href="#">99-2999</a>	DUE TO OTHER FUNDS	April 2020 Visa Import		Y	1,121.39
<a href="#">99-2999</a>	DUE TO OTHER FUNDS	April 2020 Visa Import		Y	1,848.41
<a href="#">99-2999</a>	DUE TO OTHER FUNDS	April 2020 Visa Import		Y	9,814.14

## Account Summary

Account	Account Name	Debits	Credits	Amount
<a href="#">10-1001</a>	CASH	0.00	9,814.14	-9,814.14
<a href="#">10-505-5426</a>	TRAINING/TRAVEL APPOINTED	0.00	319.96	-319.96
<a href="#">10-505-5427</a>	TRAINING & TRAVEL - ELECTED	0.00	30.29	-30.29
<a href="#">10-505-7001</a>	OFFICE SUPPLIES	186.19	0.00	186.19
<a href="#">10-510-6090</a>	PROFESSIONAL SERVICES	149.90	0.00	149.90
<a href="#">10-510-7001</a>	OFFICE SUPPLIES	21.51	0.00	21.51
<a href="#">10-510-7012</a>	HAZMAT OPERATIONS	1,829.24	0.00	1,829.24
<a href="#">10-510-7014</a>	QUARTERS MAINTENANCE	251.79	0.00	251.79
<a href="#">10-510-7120</a>	EQUIPMENT MAINTENANCE	16.98	0.00	16.98
<a href="#">10-510-7140</a>	VEHICLE MAINTENANCE	156.85	0.00	156.85
<a href="#">10-515-5426</a>	TRAINING/TRAVEL APPOINTED	0.00	450.00	-450.00
<a href="#">10-515-6324</a>	BOARDS EXPENSE	900.00	0.00	900.00
<a href="#">10-515-6365</a>	UNLOCK & TOW SERVICES	116.25	0.00	116.25
<a href="#">10-515-6395</a>	OTHER SERVICES	151.67	27.49	124.18
<a href="#">10-515-7001</a>	OFFICE SUPPLIES	133.42	14.65	118.77
<a href="#">10-515-7018</a>	INVESTIGATIVE OPERATIONS	603.61	0.00	603.61
<a href="#">10-515-7020</a>	DETENTION SUPPLIES	13.86	0.00	13.86
<a href="#">10-515-7022</a>	RANGE SUPPLIES	444.38	0.00	444.38
<a href="#">10-515-7025</a>	CANINE UNIT EXPENSE	44.98	0.00	44.98
<a href="#">10-515-7026</a>	ANIMAL CONTROL EXPENSE	2,973.98	0.00	2,973.98
<a href="#">10-515-7050</a>	UNIFORMS	1,049.13	0.00	1,049.13
<a href="#">10-515-7140</a>	VEHICLE MAINTENANCE	721.96	0.00	721.96
<a href="#">10-521-7023</a>	SAFETY SUPPLIES	50.07	0.00	50.07
<a href="#">10-521-7050</a>	UNIFORMS	54.90	0.00	54.90
<a href="#">10-521-7110</a>	BUILDING MAINTENANCE	41.40	0.00	41.40
<a href="#">10-521-7140</a>	VEHICLE MAINTENANCE	306.33	0.00	306.33
<a href="#">10-525-5426</a>	TRAINING/TRAVEL APPOINTED	106.99	0.00	106.99
<a href="#">10-525-7001</a>	OFFICE SUPPLIES	99.66	0.00	99.66
<a href="#">10-525-7140</a>	VEHICLE MAINTENANCE	1.49	0.00	1.49
<a href="#">10-526-5426</a>	TRAINING/TRAVEL APPOINTED	125.00	55.00	70.00
<a href="#">10-526-7001</a>	OFFICE SUPPLIES	15.99	0.00	15.99
<a href="#">10-533-6115</a>	SOFTWARE MAINT & SERVICE	94.00	0.00	94.00
<a href="#">10-533-6328</a>	EMPLOYEE WELLNESS PROGRAM	50.00	0.00	50.00
<a href="#">20-1001</a>	CASH	0.00	607.30	-607.30
<a href="#">20-540-7006</a>	BUSINESS FORMS	58.00	0.00	58.00
<a href="#">20-540-7090</a>	OTHER SUPPLIES	20.50	0.00	20.50
<a href="#">20-540-7110</a>	BUILDING MAINTENANCE	72.99	0.00	72.99
<a href="#">20-540-7120</a>	EQUIPMENT MAINTENANCE	149.90	0.00	149.90
<a href="#">20-540-7190</a>	OTHER MAINTENANCE	305.91	0.00	305.91
<a href="#">21-1001</a>	CASH	0.00	1,848.41	-1,848.41
<a href="#">21-550-5426</a>	TRAINING/TRAVEL APPOINTED	49.00	0.00	49.00
<a href="#">21-550-6220</a>	DUES & MEMBERSHIPS	30.00	0.00	30.00
<a href="#">21-550-6347</a>	ADVERTISING - NOT EMPLOYMENT	525.00	0.00	525.00
<a href="#">21-550-6455</a>	AUTOMATION SERVICES	90.25	0.00	90.25
<a href="#">21-550-7002</a>	COMPUTER SUPPLIES	145.79	0.00	145.79
<a href="#">21-550-7090</a>	OTHER SUPPLIES	925.43	0.00	925.43
<a href="#">21-550-7310</a>	LIBRARY SUPPLIES	63.16	0.00	63.16
<a href="#">21-550-7370</a>	BOOKS	19.78	0.00	19.78
<a href="#">22-1001</a>	CASH	0.00	246.75	-246.75
<a href="#">22-580-7023</a>	SAFETY SUPPLIES	83.70	0.00	83.70
<a href="#">22-580-7050</a>	UNIFORMS	57.86	0.00	57.86
<a href="#">22-580-7110</a>	BUILDING MAINTENANCE	67.23	0.00	67.23
<a href="#">22-580-7185</a>	STREET SIGN REPLACEMENT	37.96	0.00	37.96
<a href="#">25-1001</a>	CASH	0.00	619.09	-619.09
<a href="#">25-535-8760</a>	INFORMATION TECHNOLOGY	619.09	0.00	619.09
<a href="#">60-1001</a>	CASH	0.00	742.48	-742.48
<a href="#">60-560-6090</a>	PROFESSIONAL SERVICES	245.28	0.00	245.28
<a href="#">60-560-7060</a>	LABORATORY SUPPLIES	497.20	0.00	497.20
<a href="#">61-1001</a>	CASH	0.00	1,121.39	-1,121.39

**Journal Entry Register**

**Packet: GLPKT07115 - APRIL 2020 VISA IMPORT**

Account	Account Name	Debits	Credits	Amount
<a href="#">61-570-7023</a>	SAFETY SUPPLIES	195.08	0.00	195.08
<a href="#">61-570-7110</a>	BUILDING MAINTENANCE	471.82	0.00	471.82
<a href="#">61-570-7120</a>	EQUIPMENT MAINTENANCE	105.62	0.00	105.62
<a href="#">61-570-7140</a>	VEHICLE MAINTENANCE	158.97	0.00	158.97
<a href="#">61-570-7155</a>	LIFT STATION MAINTENANCE	189.90	0.00	189.90
<a href="#">99-1001</a>	CONSOLIDATED CASH	0.00	14,999.56	-14,999.56
<a href="#">99-2999</a>	DUE TO OTHER FUNDS	14,999.56	0.00	14,999.56

**Journal Summary**

<b>Journal Count:</b>	1
<b>Entry Count:</b>	165
<b>Debits:</b>	30,896.51
<b>Credits:</b>	-30,896.51

**Project Account Summary**

Account Key	Debits	Credits	Amount
6551	619.09	0.00	619.09
<b>Total Project Account Distribution:</b>	<b>619.09</b>	<b>0.00</b>	<b>619.09</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

May 30, 2020	Rescheduled Animal Vaccination Day
June 2, 2020	Rescheduled Municipal Election
June 20, 2020	Rescheduled Community Shred Event
June 26, 2020 6:30pm	A Night Out- Macken Park
June 26, 2002 Dusk	Movie in the Park
July 10, 2020 7:00pm	Friday Night Concert- Macken Park
July 24, 2020 Dusk	Movie in the Park- Macken Park
August 14, 2020 7:00pm	Friday Night Concert- Macken Park
August 28, 2020 Dusk	Movie in the Park- Macken Park
September 11, 2020, 7:00pm	Friday Night Concert- Macken Park
September 12-13	Rescheduled Bob Libbey Pickleball Tournament- Macken Park
September 19, 2020	City Wide Garage Sale
October 10, 2020 1:30pm	HowlOween- Waggin' Trail Park
October 24, 2020 11:00am	Halloween- Macken Park
November 20, 2020 12:00pm	Mistletowne Market- Parks and Recreation Center
November 20, 2020 6:00pm	Mayor's Tree Lighting - City Hall
November 21, 2020 10:00am	Mistletowne Market- Parks and Recreation Center
November 22, 2020 12:00pm	Mistletowne Market- Parks and Recreation Center
December 12, 2020 11:00am	Winterwonderland- Parks and Recreation Center

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## MEMORANDUM



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**TO:** Mayor and City Council  
**FROM:** Eric Berlin, City Administrator  
**DATE:** June 2, 2020  
**RE:** YMCA April 2020 Financial Report

Highlights of the monthly report for this month include:

Income:

- Total income for the month was \$103,988.
- There is no revenue showing in the Membership Dues Income line and there is a large increase in the Contributions line item. The Y informed its members that were drafting their monthly fee or a smaller portion of their monthly fee that it would be counted as a contribution for the months of April and May. Beginning with this June, this will fall back into the membership account line.

Expense:

- Total expense for the month was \$105,290.

- The line item labeled "Intra-YMCA Expense Allocation" is where the monthly management fee paid to the YMCA of Greater Kansas City is allocated. This is the minimum amount of the management fee the City pays to the YMCA; the City pays the YMCA an additional amount that is calculated based upon the amount of the calendar year deficit and operating revenues that does not show as an expense on this report.

Surplus/Deficit:

- For the month, the facility experienced a surplus of \$1,301.

Surplus/(Deficit):

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
January	\$ 15,976	\$110,377	\$ 92,283	\$116,559	\$101,181
February	\$ 99,484	\$ 3,672	(\$ 3,454)	(\$ 22,308)	\$ 8,629
March	\$ 3,721	(\$88,612)	(\$ 76,565)	(\$ 45,442)	\$ 20,634
April	(\$53,135)	(\$ 473)	\$ 15,771	\$ 31,053	(\$ 1,301)
May	(\$ 7,849)	(\$16,587)	(\$ 3,794)	\$ 28,119	
June	(\$27,054)	(\$14,919)	(\$ 13,162)	\$ 27,992	
July	(\$41,872)	(\$18,669)	\$ 4,911	\$ 5,878	
August	(\$61,290)	(\$36,437)	(\$ 63,620)	(\$ 78,357)	
September	(\$70,852)	(\$74,133)	\$ 3,007	\$ 16,784	
October	(\$ 1,734)	(\$20,267)	\$ 27,940	\$ 13,714	
November	(\$36,115)	(\$ 5,821)	\$ 5,015	\$ 19,424	
December	(\$28,977)	(\$ 59,652)	(\$ 32,282)	(\$ 88,678)	
<b>Total</b>	<b>(\$217,139)</b>	<b>(\$221,521)</b>	<b>(\$43,282)</b>	<b>\$ 24,737</b>	<b>\$129,143</b>

YMCA of Greater Kansas City As of April	Apr 2020 Actual	Apr 2020 Budget	\$ Var Actual to Budget	Apr 2019 Actual	YTD Apr 2020 Actual	YTD Apr 2020 Budget	\$ Var YTD Act to Budget	YTD Apr 2019 Actual
401 Contributions	103,580	22,494	81,086	23,917	221,901	50,304	171,597	38,078
411 Membership Dues Income		203,993	(203,993)	195,563	516,827	805,905	(289,078)	756,999
413 Program Service Fee	(672)	21,269	(21,941)	17,992	148,440	166,681	(18,241)	157,373
414 Facilities Rental	1,080	10,900	(9,820)	10,779	21,734	37,950	(16,216)	36,555
<b>Revenue</b>	<b>103,988</b>	<b>258,656</b>	<b>(154,668)</b>	<b>248,251</b>	<b>908,903</b>	<b>1,060,840</b>	<b>(151,937)</b>	<b>989,004</b>
521 Salaries and Wages	43,551	97,403	53,852	91,965	375,970	469,726	93,756	397,553
522 Employee Benefits	3,755	9,959	6,204	9,528	36,923	43,376	6,453	44,676
523 Payroll Taxes	5,115	11,834	6,720	11,426	45,585	57,072	11,487	50,790
524 Contract Services	2,371	4,246	1,875	4,720	17,787	16,952	(835)	17,193
525 Supplies	8,104	13,790	5,686	11,316	63,840	50,050	(13,790)	46,120
526 Telecommunications	1,213	1,647	434	1,436	5,291	6,739	1,448	7,509
527 Postage and Shipping	74	140	67	378	326	950	625	1,086
528 Occupancy	26,132	57,339	31,208	61,746	148,575	238,654	90,079	239,362
529 Equipment Cost	57	1,197	1,140	347	5,087	5,039	(49)	10,210
531 Promotion and Publications	1,364	1,944	580	5,305	10,442	11,744	1,302	16,116
532 Travel and Transportation	91	919	828	903	2,508	2,835	327	2,376
533 Conferences and Meetings	163	1,015	852	254	2,127	3,711	1,584	3,164
535 Membership Dues Expense	()	1,825	1,825	1,832	3,650	8,600	4,950	7,777
539 Miscellaneous Expense	5	20	15	194	20	330	310	279
548 Intra-YMCA Expense Allocation	13,294	13,295		12,662	53,178	53,178		50,646
553 Capital				3,187	8,451	8,451		14,215
<b>Expense</b>	<b>105,290</b>	<b>216,574</b>	<b>111,284</b>	<b>217,198</b>	<b>779,759</b>	<b>977,406</b>	<b>197,646</b>	<b>909,072</b>
<b>YMCA of Greater Kansas City</b>	<b>(1,301)</b>	<b>42,082</b>	<b>(43,384)</b>	<b>31,053</b>	<b>129,143</b>	<b>83,434</b>	<b>45,709</b>	<b>79,932</b>

**Minutes of the North Kansas City, Missouri City Regular Council Meeting of June 2, 2020**

The City Council met in regular session on Tuesday, June 2, 2020, via an on-line platform at 7:00 p.m. Due to the Emergency Health Order declared by the Clay County Health Department this meeting was held virtually, with the Mayor, City Council members and City staff joining the meeting through an on-line platform.

The following were present:

Mayor: Don Stielow  
Councilmembers: Bryant DeLong  
Rita Pearce  
Jesse Smith  
Valerie Pearman  
Zachary Clevenger  
Rick Stewart  
Fred Steffen  
Tom Farr

Staff Present: Eric Berlin, City Administrator  
Kim Nakahodo, Assistant City Administrator  
Kevin Freeman, Police Chief  
Dave Hargis, Fire Chief  
Sara Copeland, Community Development Director  
Pat Hawver, Public Works Director  
Stephen Roberts, IT Manager  
Tom Barzee, City Counselor  
Nick Hawkins, Finance Manager  
Crystal Doss, City Clerk

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

City Clerk Crystal Doss called the roll. The following councilmembers were present: Rick Stewart, Fred Steffen, Tom Farr, Bryan DeLong, Rita Pearce, Jesse Smith, Valerie Pearman, and Zachary Clevenger.

Roll Call

The meeting opened with the Pledge of Allegiance.

Opening

C. Pearce moved to approve the agenda as presented, seconded by C. Stewart. The roll was called, and the vote was as follows: C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes. Motion carried.

Approval of Agenda

City Administrator Berlin read a letter from Sean Galloway of the Brewery regarding the CARES Act grants that would be available for North Kansas City businesses affected by the coronavirus pandemic.

Comments from the Public

City Administrator Berlin read a letter written from Joe Gauer of River North regarding the CARES Act grants that would be available for North Kansas City businesses to help pay expenses incurred during the coronavirus pandemic.

Consent Agenda included the following items:

Consent Agenda

Approval of the Work Session Minutes from May 19, 2020

Approval of the Regular Council Meeting Minutes of May 19, 2020

Appointment of Carol Sivils to the Parks and Recreation Board to complete the unfulfilled term of Madeline Anderson, term to expire May 31, 2022

Appointment of Randall Bennett to the Liquor Control Board of Review, term to expire November 4, 2023

C. Farr moved to approve the Consent Agenda, seconded by C. Clevenger. The roll was called, and the vote was as follows: C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C DeLong, yes – C Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes. Motion carried.

Review of North Kansas City Destination Developers Community Improvement District FY 2020-2021 Budget. City Administrator Berlin stated that RSMo 67.1471.2, which speaks to the administration of community improvement districts, provides: "No earlier than one hundred eighty days and no later than ninety days prior to the first day of each fiscal year, the board [of a community improvement district] shall submit to the governing body of the city a proposed annual budget to the governing body for review." Legal counsel for the North Kansas City Destination Developers CID has submitted the proposed FY 2020-2021 annual budget for the Community Improvement District for Council review. Staff has no comments to recommend. Staff recommends the governing body communicate to the CID Board that it has reviewed the proposed budget and has no comment. Discussion ensued. C. Farr moved to accept the budget, seconded by C. Pearce. The roll was called and the vote was as follows: C. Stewart, yes – C.

Review of North Kansas City Destination Developers Community Improvement District FY 2020-2021 Budget

Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes. Motion carried 8-0.

Consideration of a Resolution Authorizing the City to Enter Into a Memorandum of Understanding with the Clay County Economic Development Council (Resolution 20-038). City Administrator Berlin stated Congress passed and the President signed the Coronavirus Aid, Relief and Economic Security (CARES) Act on March 27, 2020. The City of North Kansas City has received \$417,769.15 to use for eligible expenses incurred between March 1, 2020 and December 30, 2020 to deal with the covid-19 pandemic. The CARES Act provides that payments from the Fund may be used for grants to small businesses to reimburse the costs of business interruption caused by required closures. As discussed at the May 19, 2020 City Council work session, the Clay County Economic Development Council (EDC) has the capacity and the ability/associations to administer such a program. Based on the consensus direction provided by the City Council at the May 19<sup>th</sup> work session, City staff has worked with EDC staff to develop a North Kansas City CARES Small Business Grant program. Now before the Council for approval is an agreement with the EDC for administration of this grant program. Staff recommends approval of the agreement with the Clay County EDC. Discussion ensued. C. DeLong moved to amend Resolution No. 20-038 by increasing the funding for business loans to \$150,000 and changing the closing date on the applications to June 14, 2020, at 11:59 PM, seconded by C. Smith. The roll was called and the vote was as follows: C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes. Motion carried 8-0.

Resolution No. 20-038  
– CARES Act funding –  
Small Business Grants  
– Agreement with Clay  
County EDC

Consideration of CARES Act Funding for Small Business Grants and Approval of Guidelines and Application. City Administrator Berlin asked Assistant City Administrator Nakahodo to present this item to Council. Ms. Nakahodo stated that Congress passed and the President signed the Coronavirus Aid, Relief and Economic Security (CARES) Act on March 27, 2020. The City of North Kansas City has received \$417,769.15 to use for eligible expenses incurred between March 1, 2020 and December 30, 2020 to deal with the covid-19 pandemic. The CARES Act provides that payments from the Fund may be used for grants to small businesses to reimburse the costs of business interruption caused by required closures. As discussed at the May 19, 2020 City Council work session, the Clay County Economic Development Council (EDC) has the capacity and the ability/associations to administer such a program. Based on the consensus direction provided

CARES Act Funding –  
Small Business Grants  
– Approval of  
Guidelines and  
Application

by the City Council at the May 19<sup>th</sup> work session, City staff has worked with EDC staff to develop a North Kansas City CARES Small Business Grant program. Now before the Council for approval are the proposed guidelines for the program and the application form for the program. Staff recommends approval of the guidelines and application form for the North Kansas City Small Business Grant program. Discussion ensued. C. Smith requested we update the form to ask businesses to provide bank statements for March, April and May of 2020 and March, April and May of 2019 for comparison with their application. It was requested that the application due date be changed to June 14, 2020, at 11:59 PM and that a line be added showing the amount requested by the businesses. C. DeLong made a motion to approve the application with the following changes: the date of June 19, 2020, date will be changed to June 14, 2020, at 11:59 PM; the Payroll Protection Program will be listed as a priority factor; that we will ask for 3 months of financial records for March, April and May of 2019 and 2020; the Clay County EDC will provide the scorecard to the Council that they used in making their recommendations; and an additional line will be added to the form indicating the amount of the request from the grantee, seconded by C. Pearman. . The roll was called and the vote was as follows: C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes. Motion carried 8-0.

Consideration of an Ordinance Amending Chapter 4.30, "Sidewalk Eating and Alcohol Consumption Licenses," of the Code of the City of North Kansas City, Missouri by (A) Modifying Sections 4.30.010 and 4.30.080; and (B) Creating a New Section 4.30.085 Establishing Temporary Parklet Licenses {Bill No. 7510 (Ordinance No. 9307)}. City Administrator Berlin asked Community Development Director Sara Copeland to present this item to Council. Ms. Copeland stated that as businesses continue re-opening subject to lowered occupancy thresholds based on the Clay County Health Department's reopening plan, staff has been evaluating ways to assist them in using outdoor space to support their business operations. The result is two new programs: Parking Lot Patios and Temporary Parklet Licenses. In its memo, staff discusses measures that might be taken to assist businesses in serving additional customers while the emergency health order continues to be in place. These include using private parking lots for seating, an expanded allowance for sidewalk dining, and allowing on-street parking spaces in front of an establishment to be used. An ordinance has been prepared for Council consideration. Discussion ensued. C. Farr moved that Bill No. 7510 be amended to remove (B)

Ordinance No. 9307 –  
Ordinance – Parking  
Lot Patios, Sidewalk  
Dining, Parklet Patio  
Seating

*Creating a New Section 4.30.085 Establishing Temporary Parklet Licenses.* C. Clevenger seconded. The roll was called and the vote was as follows: C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C DeLong, yes – C Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes. Motion carried. Bill No. 7510 was read as amended. The roll was called and the vote was as follows: C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C DeLong, yes – C Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes. Motion carried. C. Farr moved that Bill No. 7510 as amended be placed on second and final reading and passed as Ordinance No. 9307, seconded by C. Clevenger. The roll was called and the vote was as follows: C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C DeLong, yes – C Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes. Motion carried. Bill No. 7510 was read as amended. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9307, was signed and approved by the Mayor and attested by the City Clerk.

Consideration of an Ordinance Granting Certain Emergency Powers Related to Procedures for Conducting Business in the City During the Health and Safety Emergency [COVID-19] to the Mayor and the City Administrator {Bill No. 7511 (Ordinance No. 9308)}. City Administrator Berlin stated that the measures discussed in the agenda item immediately preceding this one are moving forward for Council approval very quickly. Staff anticipates that as we work through implementation (assuming general Council approval), questions will come up that demand quick resolution that Council would rather didn't wait for formal City Council or Planning Commission approval. To allow for nimbleness in dealing with these kinds of issues during this temporary period, staff suggests passage of an ordinance that will give the Mayor and City Administrator the temporary emergency authority to waive, modify, or suspend the operation of requirements established by City ordinance, policy, rule or regulation related to procedures for conducting business in the City, including, but not limited to, the issuance of various licenses and permits. The ordinance recommended would find and determine that it is in the best interest of the City and its citizens and businesses to temporarily relax the enforcement of certain ordinances, policies and procedures and, where appropriate, to authorize the temporary enactment of new guidelines to allow businesses to reopen and serve as many customers as may be authorized by the directives of the Clay County Director of Public Health. The Mayor and the City Administrator would have to jointly approve each waiver, modification or suspension of any ordinance, code, policy or procedural requirement. Discussion ensued. C. DeLong made a motion to amend Bill No. 7511 to add a

Ordinance No. 9308 –  
Temporary Emergency  
Powers – City Business  
Regulations During  
Covid-19 Emergency

section stating that notification of any relaxing of rules will be issued to the Council within 24 hours of any action, seconded by C. Pearce. The roll was called and the vote was as follows: C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C DeLong, yes – C Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes. Motion carried. C. Farr moved to place Bill No. 7511 as amended on first reading, seconded by C. Pearce. The roll was called and the vote was as follows: C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C DeLong, yes – C Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes. Motion carried. Bill No. 7511 was read. C. Farr moved that Bill No. 7511 as amended be placed on second and final reading and passed as Ordinance No. 9308, seconded by C. Pearce. The roll was called and the vote was as follows: C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C DeLong, yes – C Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes. Motion carried. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9308, was signed and approved by the Mayor and attested by the City Clerk.

Consideration of a Resolution Authorizing the City to Enter Into an Agreement Between City and the C1 Energy Solutions, LLC, for Professional Owner's Representative Services Related to the Water Treatment Plant and Well Field Improvements Project (Resolution No. 20-036). City Administrator Berlin asked Public Works Director Pat Hawver to present this item to the Council. Mr. Hawver stated that the Water Treatment Plant and Water Supply Wells Renovation Project is about to be bid. Before construction begins, it is essential that the City hire an Owner's Project Representative (OPR) to oversee and monitor the work of the contractor, and to be a liaison between the contractor, City staff, and the project engineer. This person will facilitate communication and coordination between all parties throughout the construction phase. In its memo, staff discusses the steps taken to procure an OPR, and recommends a contract with C1 Energy Solutions. C. Farr moved to approve Resolution No. 20-036, seconded by C. Pearce. The roll was called and the vote was as follows: C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C DeLong, yes – C Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes. Motion carried.

Resolution No. 20-036  
– Award of Contract –  
Owner's  
Representative for  
Water Treatment Plant  
Renovation Project

Consideration of a Resolution Amending the General Fund Budget for Fiscal Year 2019-2020 in the Amount of \$8,500 for Replacement of Council Chambers Audio System (Resolution No. 20-037). City Administrator Berlin asked IT Manager Stephen Roberts to present this item to Council. Mr. Roberts stated that the audio system in the Council

Resolution No. 20-037  
– Budget Amendment  
– City Council Room  
Sound System

Chambers is six years old and has reached the end of its useful life. In its memo, staff recommends replacing the unit with a new digital signal processor instead of continuing to repair the existing one. A budget amendment in the amount of \$8,500 has been prepared accordingly for Council consideration. C. Farr moved to approve Resolution No. 20-037, seconded by C. Stewart. The roll was called and the vote was as follows: C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C DeLong, yes – C Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes. Motion carried.

Consideration of an Ordinance Approving and Adopting Second Amendment/Addenda to Facility Operating and Cooperative Agreement By and Between the City of North Kansas City, Missouri, and the Young Men's Christian Association of Greater Kansas City {Bill No. 7509 (Ordinance No. 9306)}. City Administrator Berlin asked City Attorney Tom Barzee to present this item to Council. Mr. Barzee stated that the City owns the property located at 1007 Armour Road. The property is the subject of an Agreement for Option to Purchase Property with Yarco-Devco, LLC, to develop the property for multi-family housing. At the request of the developer, the City also agreed to sell a relatively small strip of property immediately to the west of the property. The strip of property that is to be sold to the developer currently is a part of the premises described in the Operating Agreement with the YMCA and will, therefore, need to be removed from the terms of the Operating Agreement. Before the City can sell the property to Yarco for the development, the City must remove the interest in the strip of property shown above that is presently held by the YMCA. The YMCA, without any cost to the City, has agreed to remove the strip of land from the property it presently operates under the Operating Agreement. The Second Amendment to the Operating Agreement will accomplish this. Staff recommends approval. Discussion ensued. C. Farr moved Bill No. 7509 was read as amended. C. Farr moved to place Bill No. 7509 on first reading, seconded by C. Pearce. The roll was called and the vote was as follows: C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes. Motion carried. Bill No. 7509 was read. C. Farr moved that Bill No. 7509 be placed on second and final reading and passed as Ordinance No. 9306, seconded by C. Clevenger. The roll was called and the vote was as follows: C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes. Motion carried. Bill No. 7509 was read as amended. Thereupon Mayor Stielow declared the motion carried and

Ordinance No. 9306 –  
Second Amendment to  
Agreement with YMCA

the Bill duly passed. Said Bill was then numbered 9306, was signed and approved by the Mayor and attested by the City Clerk.

Consideration of a Resolution Adopting the Regional Hazard Mitigation Plan by the City of North Kansas City, Missouri (Resolution No. 20-034). City Administrator Berlin asked Fire Chief Dave Hargis to present this item to Council. Chief Hargis stated that the Federal Emergency Management Agency (FEMA) requires the region to create a Regional Hazard Mitigation Plan (RHMP) pursuant to the requirements of 44 CFR Part 201.6 and to identify the jurisdictions participating in the planning process. The plan involves participation by cities, counties, and schools in the planning process. This plan is reviewed and updated every five years and submitted to FEMA for approval. The review and update is coordinated by the Mid-America Regional Council (MARC) and covers all jurisdictions that have adopted the plan. Staff recommends passage of the resolution adopting the updated Regional Hazard Mitigation Plan. Discussion ensued. C. Farr moved to approve Resolution No. 20-034, seconded by C. Pearce. The roll was called and the vote was as follows: C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes. Motion carried.

Resolution No. 20-034  
– Adoption of the 2020  
Multi-jurisdictional  
Hazard Mitigation Plan

Consideration of an Ordinance Authorizing Payment for Certain Accounts Due and Payable by the City Through May 29, 2020 {Bill No. 7508 (Ordinance No. 9305)}. C. Farr moved that Bill No. 7508 be placed on first reading, seconded by C. Pearce. The roll was called and the vote was as follows: C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes. Motion carried. Bill No. 7508 was read. C. Farr moved that Bill No. 7508 be placed on second and final reading and passed as Ordinance No. 9305, seconded by C. Pearce. The roll was called and the vote was as follows: C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Smith, yes – C. Pearman, yes – C. Clevenger, yes. Motion carried. Bill No. 7508 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9305, was signed and approved by the Mayor and attested by the City Clerk.

Ordinance No. 9305 –  
Approving Accounts  
Due and Payable by  
the City Through May  
29, 2020

City Administrator Berlin stated the Upcoming City Items of Note and the YMCA Monthly Finance Report for April 2020 were in the Council packets for review.

Staff Comments

C. Stewart stated he had enjoyed working with both Councilmembers Steffen and Pearman. C. Stewart stated even when they disagreed, he respected their opinions and thanked them for their service to the City.

Councilmembers'  
Comments

C. Steffen stated it has been a long journey working for and serving the City of North Kansas City for the past 42 years, and it has been an honor to serve this community.

C. Farr wished Councilmembers Pearman and Steffen good luck on the next trail they take and hopefully it will be an adventurous one. C. Farr informed staff that the trash truck is throwing trash and recycling all in one truck. Mr. Berlin said staff would investigate this.

C. DeLong had nothing at this time.

C. Pearce welcomed Carol Sivils to the Parks and Recreation Board. C. Pearce stated that the pet vaccination and registration day went very well last Saturday. C. Pearce commended the Police and Fire Departments on how they have handled the pandemic.

C. Smith also thanked the Police and Fire Departments and the chiefs for their leadership.

C. Pearman thanked the other Councilmembers for their comments. C. Pearman stated she has felt very honored to serve and to serve with the Council for the last 6 years. C. Pearman thanked Lisa Tull and Ronald Knight for running for her Council seat and their willingness to serve. C. Pearman thanked Public Works Director Hawver and his staff for their work on repairing the Northgate alleys.

C. Clevenger welcomed and thanked the new board members. C. Clevenger echoed the comments regarding Councilmembers Pearman and Steffen and wished them both well. C. Clevenger thanked the voters who came out to the polls today and voted. C. Clevenger stated that some of the sidewalks at the YMCA were in need of repair and asked staff to look into this. Mr. Berlin stated that staff would investigate.

Mayor Stielow had nothing at this time.

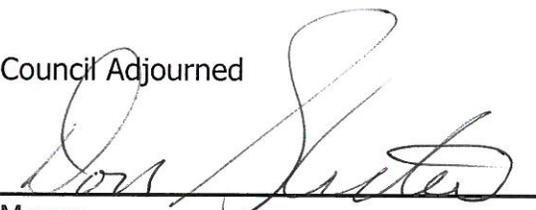
Mayor's Comments

C. Pearman moved to adjourn at 9:05 p.m., seconded by C. Clevenger. The roll was called, and the vote was as follows: The roll was called and the vote was as follows: C. Stewart, yes – C. Steffen, yes – C. Farr,

Adjournment

yes – C DeLong, yes – C Pearce, yes – C. Smith, yes – C. Pearman, yes  
– C. Clevenger, yes. Motion carried.

Council Adjourned

  
\_\_\_\_\_  
Mayor

Attest:

  
\_\_\_\_\_  
City Clerk

Approved this 16<sup>th</sup> day of June 2020