

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

AMENDED

November 17, 2020

7:00 p.m.

As a precautionary measure during the Covid-19 Pandemic, this meeting will be held virtually, with the Mayor, City Council members and City staff joining the meeting through an on-line platform.

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

The public is invited to participate in this Council Meeting in the following ways during Item 5: "Comments from the Public".

- **Online:** the public may join the Zoom webinar via a link that is available on the City's website at www.nkc.org/agenda. Online participants may make comments by using the Raise Hand feature of Zoom.
- **Phone:** A phone connection to the Zoom meeting is available by using one of the following phone numbers: 312-626-6799. Use the webinar ID 849 0973 8754. Callers may use *9 to indicate that they would like to speak during the comments.

Consent Agenda

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

6. Approval of Regular Council Meeting Minutes from November 3, 2020

7. Appointment to Equity and Inclusion Committee – Yvonne Salinas (by Councilmember Clarke)

8. Appointment to Equity and Inclusion Committee – Francis Rodriguez (by Councilmember Smith)

9. Proclaiming the Day Before Snake Saturday as Green Friday

Mayor Stielow is proclaiming the Friday before Snake Saturday as “Green Friday.”

10. Short-term Conditional Use Permit – Sneaker and Vintage Flea Market

Dva Percent, LLC, has requested a Short Term Conditional Use Permit to host a sneaker and vintage flea market, which will be held on December 12, 2020 at 1302 Jasper Street. The event will last from 10:00 AM until 5:00 PM and consist of a flea market event open to the public. No more than 80 people are expected to attend and mask wearing will be strictly enforced. This indoor event requires a short-term conditional use permit because the legal occupancy of the building is a warehouse and the property is located in a manufacturing zoning district that does not normally permit assembly of people. In addition, a short term CUP is required because the building does not have any on-site parking. The applicant is proposing the use of an adjacent parking lot under the same ownership as the building located at 1302 Jasper to provide parking for patrons. Staff recommends approval.

Regular Items

11. Presentation – Tom Gerend, Kansas City Streetcar Authority

Tom Gerend, Executive Director of the Kansas City Streetcar Authority, will update the Council on the status of the Kansas City Streetcar Project.

12. New Kansas City, Missouri Covid-19 Guidelines

The City of Kansas City, Missouri, issued new Covid-19 guidelines on Monday, November 16, 2020. It has often been North Kansas City's practice to mirror Kansas City's emergency orders. Staff seeks direction as to whether the City Council wishes to issue these or other new covid-19 guidelines.

13. Agreement with Northland Festivals - Snake Saturday (Resolution No. 20-073)

Each year the City enters into an agreement with Northland Festivals to put on the Snake Saturday parade and related activities on the Saturday before St. Patrick's Day in March. The agreement before Council is substantively the same as previous years. Funds in the amount of \$44,000 are budgeted in the FY 2021 Convention & Tourism Fund budget for this expenditure.

14. License Agreement – Gallery Lofts {Bill No. 7563 (Ordinance No. 9360)}

Pursuant to the terms of the Development Agreement by and between the City of North Kansas City, Missouri, and Gallery Lofts Investor Partner, LP, dated as of November 3, 2020, Gallery Lofts Investor Partner, LP has agreed to construct and operate a 49-unit apartment building with ground floor art space at 1007 Armour Road. In order to complete the project according to the plans filed with the City, the developer proposes to construct, install, maintain and use (a) a handrail, (b) concrete pads, and (c) underground irrigation conduit, as part of an entryway located immediately north of the building. In order to accommodate this, the developer has requested to enter or encroach upon the City's Armour Road right-of-way. The encroachment area will not affect the City's sidewalk or Armour Road itself. An Encroachment License Agreement is presented for Council consideration. Staff recommends approval.

15. Eighth Amendment - Employment Agreement with Patrick Hawver {Bill No. 7562 (Ordinance No. 9359)}

Public Works Director Patrick Hawver has an employment agreement with the City. In his memo, the City Administrator recommends Mr. Hawver's employment agreement be amended to provide him a raise in salary that is commensurate with his performance appraisal, his position in the pay quartile for his position, and the budgeted increase in the FY 2020 City budget for all City employees. An ordinance has been prepared accordingly.

16. 2021 Household Hazardous Waste Agreement (Resolution No. 20-074)

The City's participation in Mid America Regional Council's Household Hazardous Waste Program allows residents to properly dispose of items such as unused paint, household cleaners, motor oil, pesticides, and similar materials. Presented for Council approval is an agreement for participation in the 2020 program.

17. Ordinance Calling for the April Election {Bill No. 7564 (Ordinance No. 9361)}

Before each election, the City is required to pass an ordinance calling for that election. Attached is the ordinance calling for the General Election to be held on April 6, 2021. This year's election will be for a two-year term to fill the seats currently held by Bryant DeLong, Jesse Smith, Richard Stewart and Thomas Farr; for a one-year term to fill the seat currently held by Amie Clarke; and for a four-year term for the office of mayor. The filing for declaration of candidacy will be from 8:00 AM on December 15, 2020 and closes at 5:00 PM on January 19, 2021.

18. Extension of Time - Agreement for Appraisal Services (Resolution No. 20-075)

On September 17, 2019, the City Council approved an agreement for appraisal services with Al Donoho d/b/a Donoho Appraisals. On April 7, 2020, and August 4, 2020, the City Council approved an extension of time for this work. In his memo the City Counselor explains that a third extension is needed to allow the project to be completed. Staff recommends approval.

19. Approving Accounts Due and Payable by the City through November 13, 2020 {Bill No. 7565 (Ordinance No. 9362)}

20. Staff Comments

- Upcoming City Items of Note
- Northland Assistance Center Monthly CARES Fund Report

21. Councilmember Comments

22. Mayor's Comments

23. Consideration of a request to hold and recess into an executive session, as requested by the City Counselor, to be held on this date, on a real estate matter pursuant to Missouri Revised Statutes § 610.021 (2).

24. Adjournment

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

Minutes of the North Kansas City, Missouri City Regular Council Meeting of November 3, 2020

The City Council met in regular session on Tuesday, November 3, 2020, via an on-line platform at 7:00 p.m. As a precautionary measure during the Covid-19 Pandemic, this meeting was held virtually, with the Mayor, City Council members and City staff joining the meeting through an on-line platform.

The following were present:

Mayor: Don Stielow
Councilmembers: Bryant DeLong
Anthony Saper
Jesse Smith
Lisa Tull
Zachary Clevenger
Rick Stewart
Amie Clarke
Tom Farr

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

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

Assistant City Administrator Kim Nakahodo called the roll. The following councilmembers were present: Zachary Clevenger, Rick Stewart, Amie Clarke, Tom Farr, Bryant DeLong, Anthony Saper, Jesse Smith and Lisa Tull.

Roll Call

The meeting opened with the Pledge of Allegiance.

Opening

C. Smith moved to amend the agenda to remove Item 7b, the appointment of Rita Pearce to the Equity and Inclusion Committee, from the Consent Agenda and place it under Regular Items as Item Number 10, seconded by C. Saper. The roll was called, and the vote was as

Approval of Agenda

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

April Jones expressed concern over Mayor Stielow’s appointment of Rita Pearce to the Equity and Inclusion Committee. Ms. Jones asked the City Council to consider the purpose of the committee and to ensure the intention behind it would be upheld beginning with the selection of members.

Jessica Johnson, 1035 E 21st Ave, expressed concern regarding the appointment of Rita Peace to the Equity and Inclusion Committee. Ms. Johnson asked the City Council to consider appointment of people in the community that otherwise would not have representation.

Sarah Sheckels, 1029 E 23rd Ave, asked the City Council not to appoint Rita Pearce to the Equity and Inclusion Committee because Rita already has plenty of representation in North Kansas City.

Joe Gauer noted that while Rita Pearce could bring many qualifications and experience to the Equity and Inclusion Committee it might also be nice for the Council to consider appointing a new person that does not currently serve on any City boards or committees.

Rita D. Pearce, Executive Director of the Northland Assistance Center, presented a letter from Park Lofts expressing their gratitude for the assistance to several of their residents financially during these hard times.

Jessica Loya spoke to the City Council and expressed concerns over the Mayor’s appointment of Rita Pearce to the Equity and Inclusion Committee. Ms. Loya asked the Mayor to explain his appointment of Rita Pearce and asked if he even looked at other applications before deciding on his appointment.

The Consent Agenda contained the following items:

Approval of Regular Council Meeting Minutes of October 20, 2020

Appointment by Councilmember Tull of Gabriela Flores to the Equity and Inclusion Committee

Comments from the
Public

Consent Agenda

Appointment by Councilmember Saper of Brandee Alexander to the Equity and Inclusion Committee

Approval of Short Term Conditional Use Permit for Screenland Armour to host an outdoor movie event on Thanksgiving Day

Approval of Tourism Grant Program for RiverNorth District Second Saturdays Program

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

Consideration of appointment by Mayor Stielow of Rita Pearce to the Equity and Inclusion Committee. Mayor Stielow stated he never saw any other applications for the Equity and Inclusion Committee other than that of Rita Pearce. Discussion ensued. C. Stewart moved to approve the appointment of Rita Pearce to the Equity and Inclusion Committee, seconded by C. Smith. The roll was called, and the vote was as follows: C. Clevenger, yes -- C. Stewart, yes – C. Clarke, no – C. Farr, yes – C. DeLong, yes – C. Saper, no – C. Smith, no, C. Tull, no – Mayor Stielow, yes. Motion carried, 5-4.

Appointment of Rita Pearce to the Equity and Inclusion Committee

Consideration of an Ordinance to issue revenue bonds on behalf of North Kansas City Hospital at the request of the Board of Trustees on the Hospital. {Bill No. 7558 (Ordinance No. 9355)}. The Board of Trustees of the Hospital has requested that the City Council authorize the Series 2020 Bonds in a principal amount not to exceed \$47,000,000 to (i) provide funds for the acquisition, construction, improvement, extension, repair, equipping and furnishing of the hospital and related facilities, (ii) refund and refinance the outstanding Series 2013A Bonds, and (iii) pay costs of issuing the Series 2020 Bonds. Staff recommended approval. The bond closing is expected to occur on November 24, 2020. Dr. Stephen Reintjes, North Kansas City Hospital CEO, asked the Council to approve the bond issuance. The City's financial advisor, Matt Webster of Stifel Financial Corp., discussed the bond issuance and its implications for the City. C. Farr moved that Bill No. 7558 be placed on first reading, seconded by C. Clevenger. The roll was called, and the vote was as follows: C. Clevenger, yes -- C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes. . Motion carried, 8-0. Bill No. 7558 was read. C.

Ordinance No. 9355 – North Kansas City Hospital Revenue Bonds, Series 2020

Farr moved that Bill No. 7558 be placed on second and final reading and passed as Ordinance No. 9355, seconded by C. Saper. The roll was called, and the vote was as follows: C. Clevenger, yes -- C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes. Motion carried, 8-0. Bill No. 7558 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9355 was signed and approved by the Mayor and attested by the Deputy City Clerk.

Consideration of an Ordinance approving and designating redevelopment project area 9A (Starbucks) of the Armour Road Redevelopment Area in the North Kansas City Destination Developers, LLC Tax Increment Financing Redevelopment plan as a redevelopment project and adopting Tax Increment financing therein. {Bill No. 7555 (Ordinance No. 9352)}. The City Administrator called on City Counselor Tom Barzee to present the item. Mr. Barzee stated that on October 3, 2017, the City Council adopted Ordinance No. 9030 that approved the TIF Plan for the development now known as "One North". The TIF Plan contains fourteen (14) separate Redevelopment Project Areas. A number of TIF project areas in the development have already been considered, adopted and activated by action of the City Council (e.g., the Medical Office Building, the Old Chicago restaurant, and the new Burger King restaurant). As the project continues to move forward, the Developer will request that other Redevelopment Projects be approved for TIF purposes as well. The City Council must adopt TIF and approve or "activate" each project before it may become an actual TIF Redevelopment Project. The ordinance before Council will activate Redevelopment Project Area 9A (Starbucks Restaurant) of the North Kansas City Destination Development Tax Increment Financing Plan as a redevelopment project and adopt tax increment financing therein. Staff recommends approval. C. Farr moved that Bill No. 7555 be placed on first reading, seconded by C. Saper. The roll was called, and the vote was as follows: C. Clevenger, yes -- C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes. . Motion carried, 8-0. Bill No. 7555 was read. C. Farr moved that Bill No. 7555 be placed on second and final reading and passed as Ordinance No. 9352, seconded by C. Saper. The roll was called, and the vote was as follows: C. Clevenger, yes -- C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes. Motion carried, 8-0. Bill No. 7555 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9352 was signed and approved by the Mayor and attested by the Deputy City Clerk.

Ordinance No. 9352 –
Tax Increment
Financing Plan -
Starbucks

Consideration of Approval and Distribution of CARES Fund – Small Business Grants. City Administrator Berlin stated that at its October 6, 2020 meeting, the City Council approved a Coronavirus Aid, Relief and Economic Security (CARES) Act Small Business Grant Program, which is being administered by the Clay County Economic Development Council (CCEDC). Grant applications were accepted through October 25, 2020. The Clay County Economic Development Council (CCEDC) supplied the City with the applications for the CARES Small Business Grants and its scoring/recommendation forms for each application. There were 35 applications. Discussion ensued. C. Smith moved to approve the distribution of the CARES Small Business Grants as presented with the following changes; American Fusion, Armour Theatre, Calibration Brewery, Call Sign Brewery, Chappell’s, Colony KC, Driftwood Ceramics, Helen’s JAD, Pat’s Pub, Paul and Jack’s, and the Brewkery shall each have an increased allocation of \$5,000 and Morning Day Café, Norton and Schmidt Consulting Engineers, Thoroughbred Insurance, Wasteland Society, WorkSource, and All Dimensions Search Group all receive reduced allocations of \$0, resulting in a total allocation of \$140,000 seconded by C. Clevenger. The roll was called, and the vote was as follows: C. Clevenger, yes -- C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes. Motion carried, 8-0.

Approval of CARES
Small Business Grant
Awards – Second
Round

Consideration of an Ordinance Consenting to Assignment of Purchase Option Rights, Wherein Yarco-Devco, LLC Desired to Assign to Gallery Lofts Investor Partner, LP, All of its Rights, Title and Interest In, To and Under the Agreement for Option to Purchase Property Regarding Certain Real Property Generally Located At and Adjoining 1007 Armour. {Bill No. 7557 (Ordinance No. 9354)}. The City Administrator called on City Counselor Tom Barzee to present the item. Mr. Barzee stated that in February, 2018 the City Council approved giving Matt Adam Development (“Matt Adam”) an option to purchase the City-owned property located at 1007 Armour (Linn & Armour). On January 15, 2019, the Council approved an extension of the option to December 31, 2019. On April 2, 2019, the City consented to an assignment of the purchase option to Yarco-Devco LLC. On December 17, 2019, the City granted Yarco-Devco an extension of the purchase option to December 31, 2020. This ordinance approves an assignment of the purchase option from Yarco-Devco LLC to Gallery Lofts Investor Partner LP. Staff recommends approval. Discussion ensued. C. Smith moved that Bill No. 7557 be placed on first reading, seconded by C. Clevenger. The roll

Ordinance No. 9354 –
Consent to Assign
Purchase for 1007
Armour

was called, and the vote was as follows: C. Clevenger, yes -- C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, recuse. Motion carried, 7-0. Bill No. 7557 was read. C. Farr moved that Bill No. 7557 be placed on second and final reading and passed as Ordinance No. 9354, seconded by C. Clarke. The roll was called, and the vote was as follows: C. Clevenger, yes -- C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, recused. Motion carried, 7-0. Bill No. 7557 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9354 was signed and approved by the Mayor and attested by the Deputy City Clerk.

Consideration of an Ordinance Adopting and Approving Third Amendment to Agreement for Option to Purchase Property by and Between the City of North Kansas City, Missouri, and Gallery Lofts Investor Partner, LP, Regarding Certain Real Property Generally Located at and Adjoining 1007 Armour Road. {Bill No. 7537 (Ordinance No. 9334)}. The City Administrator called on City Counselor Tom Barzee to present the item. Mr. Barzee stated that this is the Third Amendment/Addendum to Agreement for Option to Purchase Property at 1007 Armour. The City is the owner of certain real property located at 1007 Armour Road. The City has granted Yarco-Devco, LC, the option to purchase this property. The Third Amendment/Addendum to Agreement for Option to Purchase Property will (1) establish an exact purchase/sale price for the property; (2) amend the legal description to conform to the legal description in the plat; and (3) provide for a corrected name and address to provide notice under the Option Agreement. The Purchase/Sale Price for the Property will be \$158,208. The City will also reimburse the Developer \$34,268 for extra site work/utility costs. Staff recommends approval. Discussion ensued. C. Smith moved that Bill No. 7537 be placed on first reading, seconded by C. Clarke. The roll was called, and the vote was as follows: C. Clevenger, yes -- C. Stewart, no – C. Clarke, yes – C. Farr, no – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, recuse. Motion carried, 5-2. Bill No. 7537 was read. C. Smith moved that Bill No. 7537 be placed on second and final reading and passed as Ordinance No. 9334, seconded by C. Clarke. The roll was called, and the vote was as follows: C. Clevenger, yes -- C. Stewart, no – C. Clarke, yes – C. Farr, no – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, recuse. Motion carried, 5-2. Bill No. 7537 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then

Ordinance No. 9334 –
Third
Amendment/Addendum
to Agreement for
Option to Purchase
Property at 1007
Armour

numbered 9334 was signed and approved by the Mayor and attested by the Deputy City Clerk.

Consideration of an Ordinance Adopting and Approving A Development Agreement Between the City of North Kansas City, Missouri and Gallery Lofts Investor Partner, LP for a Certain Development Project In the City {Bill No. 7559 (Ordinance No. 9356)}. The City Administrator called on Sara Copeland, Community Development Director to present the item. Ms. Copeland stated that on February 6, 2018, the City entered into a Purchase Option Agreement with Matt Adam Development for the City-owned parcel at 1007 Armour as well as a narrow strip of ground from the Community Center parcel. This referred to narrow strip of ground that is located immediately east of the NKC YMCA facility and is currently undeveloped. In addition to the purchase option, the City agreed to support Matt Adam Development's application for Missouri Housing Development Commission (MHDC) affordable housing tax credits to develop the property for a mixed-income multi-family development. In January 2019, the Purchase Option was extended and in April 2019, the Agreement was transferred, with the City's consent, to Yarco-Devco, LLC ("Yarco"). In 2019, Yarco-Devco was successful in obtaining an MHDC tax credit award to support the development. As of August 27, 2020, Yarco assigned the Purchase Option Agreement to Gallery Lofts Investor Partner, LP, a Missouri limited partnership (the Developer). For the past several months, the Developer and Yarco have been working to complete all necessary due diligence for the development at 1007 Armour, which has been named Gallery Lofts. As part of this work, Yarco had a plat prepared for the property and submitted a Master Planned Development application, both of which have been reviewed and approved by the Planning Commission and the City Council. Gallery Lofts will include 49 apartments, ground floor art gallery and artist studio space, and surface parking. Of the 49 apartments, 33 will be set aside as affordable housing. Staff recommends approval. Discussion ensued. C. Smith moved that Bill No. 7559 be placed on first reading, seconded by C. Clarke. The roll was called, and the vote was as follows: C. Clevenger, yes -- C. Stewart, yes -- C. Clarke, yes -- C. Farr, yes -- C. DeLong, yes -- C. Saper, yes -- C. Smith, yes, C. Tull, recuse. Motion carried, 7-0. Bill No. 7559 was read. C. Farr moved that Bill No. 7559 be placed on second and final reading and passed as Ordinance No. 9356, seconded by C. Smith. The roll was called, and the vote was as follows: C. Clevenger, yes -- C. Stewart, yes -- C. Clarke, yes -- C. Farr, yes -- C. DeLong, yes -- C. Saper, yes -- C. Smith, yes, C. Tull, recuse. Motion carried, 7-0. Bill No. 7559 was read. Thereupon Mayor Stielow declared the motion carried and

Ordinance No 9356 –
Development
Agreement – Gallery
Lofts

the Bill duly passed. Said Bill was then numbered 9356 was signed and approved by the Mayor and attested by the Deputy City Clerk.

There were no public comments.

Consideration of an Ordinance Approving a Plan For An Industrial Development Project (Gallery Lofts Project); Authorizing the City of North Kansas City, Missouri to Issue Its Taxable Industrial Development Revenue Bonds; and Authorizing and Approving Documents and Certain Action In Connection. {Bill No. 7560 (Ordinance No. 9357)}. The City Administrator called on Matt Webster, Stifel, to present the item. Mr. Webster stated that in order to facilitate the development, the Company is seeking benefits under the Chapter 100 redevelopment statute. Specifically, it seeks State and local sales tax exemption for the construction materials used to build the new facility. Chapter 100 is often used to effect property tax abatement, but in this application Gallery Lofts Investor Partner, LP is not seeking property tax abatement. Use of Chapter 100 requires the issuance of bonds that in this case will finance the acquisition of the construction materials and personal property for this expansion. The structure of the transaction will provide that title to the property is owned by the City and the City will lease the project to the Company with an option to purchase equal to the amount necessary to pay off the bonds. The City's ownership of the project will allow for the construction materials to be purchased exempt from State and local sales taxes. Gallery Lofts Investor Partner, LP will indemnify the City with respect to the City's ownership of the project and will name the City as an additional insured with respect to liability and casualty insurance for the project. The City will have no liability with respect to payment of the bonds, since the bonds are payable solely from lease payments by the Company. In addition, the Company will purchase the bonds in a private placement and the bonds will not be sold to the public. Pursuant to all of the above, now before the City Council for approval is an ordinance approving a plan for an Industrial Development Project for the benefit of Gallery Lofts Investor Partner, LP and authorizing the City to issue taxable industrial development revenue bonds for the project. The ordinance approves the Trust Indenture, Lease Agreement and Bond Purchase Agreement. Staff recommends approval. Discussion ensued. C. Smith moved that Bill No. 7560 be placed on first reading, seconded by C. Clevenger. The roll was called, and the vote was as follows: C. Clevenger, yes -- C. Stewart, yes -- C. Clarke, yes -- C. Farr, yes -- C. DeLong, yes -- C. Saper,

Public Comment –
Gallery Lofts
Chapter100 Plan

Ordinance No. 9357 –
Approval of Chapter
100 Plan – Gallery
Lofts

yes – C. Smith, yes, C. Tull, recuse. Motion carried, 7-0. Bill No. 7560 was read. C. Farr moved that Bill No. 7560 be placed on second and final reading and passed as Ordinance No. 9357, seconded by C. Clarke. The roll was called, and the vote was as follows: C. Clevenger, yes -- C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, recuse. Motion carried, 7-0. Bill No. 7560 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9357 was signed and approved by the Mayor and attested by the Deputy City Clerk.

Consideration of an Ordinance Adopting and Approving a Temporary License Agreement by and Between the City of North Kansas City, Missouri, and 18th & Swift, LLC, for the Temporary Use of a Certain Parking Lot in the Possession of 18th & Swift, LLC. {Bill No. 7556 (Ordinance No. 9353)}. The City Administrator called on City Counselor Tom Barzee to present the item. Mr. Barzee stated that the purpose of this agreement is to allow the City to temporarily continue to use the property upon which is currently located a municipal parking lot at the southwest corner of 18th Avenue and Swift Street for public parking purposes until such time as the developer, 18th & Swift, LLC, is ready to commence construction of its apartment and commercial project. Staff recommends approval. C. Smith moved that Bill No. 7556 be placed on first reading, seconded by C. Stewart. Councilmember Saper asked if there was any additional cost to the City to which Mr. Barzee stated there was not. The roll was called, and the vote was as follows: C. Clevenger, yes -- C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes. . Motion carried, 8-0. Bill No. 7556 was read. C. Farr moved that Bill No. 7556 be placed on second and final reading and passed as Ordinance No. 9353, seconded by C. Clarke. The roll was called, and the vote was as follows: C. Clevenger, yes -- C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes. Motion carried, 8-0. Bill No. 7556 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9353 was signed and approved by the Mayor and attested by the Deputy City Clerk.

Authorizing Payment for Certain Accounts Due and Payable by the City Through October 30, 2020 {Bill No. 7561 (Ordinance No. 9358)}. C. Smith moved that Bill No. 7561 be placed on first reading, seconded by C. Stewart. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C.

Ordinance No. 9353 – License Agreement – Temporary Use of Property at the Southwest Corner of 18th and Swift for Public Parking

Ordinance No. 9358 – Approving Accounts Due and Payable by the City Through October 30, 2020

DeLong, yes – C. Saper, yes – C. Smith, yes – C. Tull, yes. Motion carried, 8-0. Bill No. 7561 was read. C. Farr moved that Bill No. 7561 be placed on second and final reading and passed as Ordinance No. 9358, seconded by C. Stewart. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes – C. Tull, yes. Motion carried, 8-0. Bill No. 7561 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9358, was signed and approved by the Mayor and attested by the Deputy City Clerk.

City Administrator Berlin stated the Upcoming City Items of Note, the YMCA monthly financial report for September, and a memo on the Howell Street bump-out project coming in over budget, along with the staff recommendation to rebid the project next year.

Staff Comments

C. Clevenger thanked the Assistant City Administrator for filling in for the City Clerk, welcomed the new members to the Equity and Inclusion Committee, and thanked Heart to Heart International for hosting COVID testing events in North Kansas City.

Councilmembers' Comments

C. Stewart thanked Public Works crews for picking up leaves and is looking forward to the Gallery Lofts project.

C. Clarke noted that great strides are being made and expressed appreciation to the City Council and the public for valued input.

C. Farr stated he was grateful for leaf pickup and mentioned bulky item pickup.

C. DeLong mentioned that he is working on an ordinance to re-schedule or cancel City Council meetings when they fall on Election Day, and that he is also working on an ordinance to ban aversion therapies on minors in North Kansas City.

C. Saper had no comments.

C. Smith agreed with DeLong that Council Meetings should not be held on Election Day.

C. Tull agreed with C. DeLong and C. Smith that Council Meeting should not be held on Election Day and thanked staff for advertising COVID testing in North Kansas City.

Mayor Stielow hoped everyone had a chance to vote.

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 Personnel Matter Pursuant to Missouri Revised Statutes §610.021(3). C. Farr moved to go into Executive Session at 8:43 PM, seconded by C. Stewart. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes – C. Tull, yes. Motion carried, 8-0.

Executive Session

C. Smith moved to go back into Regular Session and adjourn at 8:54 PM, seconded by C. Clevenger. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes – C. Tull, yes. Motion carried, 8-0.

Adjournment

Council Adjourned

Mayor

Attest:

City Clerk

Approved this 17th Day of November 2020

MEMORANDUM



TO: Honorable City Council

FROM: City Clerk Crystal Doss

DATE: November 17, 2020

RE: Board Appointment

The following appointment to the Equity and Inclusion Committee will be on the November 17, 2020, agenda for your consideration and approval:

Councilmember Amie Clarke, Ward 4, appoints Yvonne Salinas to the Equity and Inclusion Committee.



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: Yvonne Salinas Date: Nov. 5, 2020

Address: 2608 Seminole Dr.

City: North Kansas City State: MO Zip: 64116

Phone Number: 816-606-5257 E-Mail: yvonne.salinas73@yahoo.com

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

- Hospital Board of Trustees (4-Year Term)
- Library Board (3-Year Term)
- Park & Recreation Board (3-Year Term)
- Board of Zoning Adjustment (4-Year Term)
- Police & Fire Personnel Board (4-Year Term)
- Liquor Control Board of Review (3-Year Term)
- City Planning Commission (4-Year Term)
- Tax Increment Financing (TIF) Commission (4-Year Term)
- Industrial Development Authority
- Equity and Inclusion Committee (2-Year Term)

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 equity & inclusion committee to be an advocate for our community & help improve the quality of life here in NKC.

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 don't have previous experience, although I have been the family mediator all my life and the go to person. In the short time I have lived here I have brought our neighborhood together (brought apart) I believe I can do the same for our city.

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

I am pretty flexible throughout the week.

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!

MEMORANDUM



TO: Honorable City Council

FROM: City Clerk Crystal Doss

DATE: November 17, 2020

RE: Board Appointment

The following appointment to the Equity and Inclusion Committee will be on the November 17, 2020, agenda for your consideration and approval:

Councilmember Jesse Smith, Ward 2, appoints Francis Rodriguez to the Equity and Inclusion Committee.



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: Francis H. Rodriguez Date: November 15, 2020

Address: 3000 Swift Apt. 355

City: North Kansas City State: MO Zip: 64116

Phone Number: 816 541 1838 or 816 541 1840 E-Mail: fvrod557@kc.rr.com

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

- Hospital Board of Trustees (4-Year Term)
- Library Board (3-Year Term)
- Park & Recreation Board (3-Year Term)
- Board of Zoning Adjustment (4-Year Term)
- Police & Fire Personnel Board (4-Year Term)
- Liquor Control Board of Review (3-Year Term)
- City Planning Commission (4-Year Term)
- Tax Increment Financing (TIF) Commission (4-Year Term)
- Industrial Development Authority
- Equity and Inclusion Committee (2-Year Term)

Pg II
Francis H. Rodriguez



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 feel that this Committee deserves the upmost attention. - North Kansas City is an up & coming community and I would consider it an honor to represent the "Gardens of Nail-gates" and ward II and assist the City of North Kansas City in this endeavor.

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).

Previous to Retirement I have worked over 50 years dealing with the general public as Office and Service Manager for a New Car dealership. I am a 50 yr. member of Lions Club International where I served as President, Vice President, Zone Chairman, Vice District Governor & District Governor, where I have worked with all ethnic backgrounds. - I have a college background.

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

As I am retired, most anytime would be acceptable

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!

* I attended 3 years ST. Mary's College - Dodge City, KS, I have taken Dale Carnegie, Zig Zigler Motivation Courses. I have had attended several seminars in dealing with general public. I have attended several City Council since moving to North Kansas City 6 years ago & feel I have the ability to add to the Committee

PROCLAMATION

WHEREAS, the Snake Saturday Parade is an annual event in North Kansas City, Missouri; and

WHEREAS, the Snake Saturday Parade has been conducted on the streets of North Kansas City, Missouri for the past thirty-six years, always the Saturday before St. Patrick's Day; and

WHEREAS, the associated Festival, Charity Cook Off, Grand Marshal Celebration, and Lad and Lassie Events are also conducted in North Kansas City, Missouri, and as such, these events draw numerous charities and other organizations to the city of North Kansas City, Missouri; and

WHEREAS, the public is welcome to participate in any of these events as participants or observers.

NOW THEREFORE, I, Don Stielow, Mayor of the City of North Kansas City Missouri, do hereby recognize the Friday before Snake Saturday as **GREEN FRIDAY**, at which all who live, work and play are encouraged to wear green and prepare for the festivities on Snake Saturday.

Done in my office this 17th day of November 2020

Don Stielow, Mayor

PERMIT NO: _____

APPLICATION FOR SPECIAL EVENT PERMIT

APPLICANT NAME: Dva Percent LLC.

MAILING ADDRESS: 6701 nw graden rd Parkville, mo 64152

PHONE: 816-365-7202 EMAIL: dvapercent@gmail.com

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

NAME OF EVENT [I.E. JONES WEDDING]: Sneaker & Vintage Flea Market

EVENT DATE: December 12th 2020 EVENT HOURS: 10-5pm

EVENT LOCATION (Address): 1302 Jasper Street. NKC, MO 64116

PROPERTY OWNER: Vernon and Associates LLC. PHONE: 816-739-3704

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

PERSON 1: Roman Khachaturyan 816-365-7202

PERSON 2: Hanna Black 816-863-6002

DETAILED DESCRIPTION OF EVENT:

Vendors will sell sneakers and vintage at this indoor vintage market event. Masks mandatory.

NUMBER OF EXPECTED ATTENDEES: 80 IS THIS A HIGHER OCCUPANCY LOAD THAN PERMITTED BY YOUR CERTIFICATE OF OCCUPANCY: YES NO N/A

IF YES, ESTIMATE ATTENDEES OVER NORMAL LIMIT: _____

IS THIS EVENT PUBLIC PRIVATE [INVITATION ONLY]

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

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

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

STREET CLOSING ALCOHOL HEATERS SECURITY PYROTECHNICS FOOD

IS EVENT: INDOORS OUTDOORS OTHER _____

WILL THERE BE SECURITY: ARMED UNARMED HOW MANY: 3

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

IF YES, EXPLAIN: _____

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

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

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

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

PLASTIC SNOW FENCE WOOD BARRICADES STEEL BIKE RACKS CHAIN LINK

OTHER _____

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

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

WHO IS THE LIQUOR LICENSE HOLDER: _____

WHAT BUSINESS ARE THEY WITH: _____

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

APPLICANTS PRINTED NAME: _____

APPLICANTS SIGNATURE: _____ DATE: _____

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

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

APPLICATION RECEIVED BY _____ DATE: _____

FIRE MARSHALL APPROVAL _____ DATE: _____

POLICE DEPARTMENT APPROVAL _____ DATE: _____

DIRECTOR OF LIQUOR CONTROL APPROVAL _____ DATE: _____

ACTION BY CITY COUNCIL _____ DATE: _____

----- OTHER REQUIREMENTS -----

DIAGRAM OF THE PREMISES: SUBMIT A DRAWING SHOWING LOCATION OF EVENT, FIXTURES, AND OTHER EQUIPMENT THAT WILL BE INVOLVED (STAGE, DJ, HEATERS, BARRIERS, ETC.), ALONG WITH WHERE ALCOHOL WILL BE SOLD AND CONSUMED IF APPLICABLE. MARK POINTS OF ENTRY/EXIT. IF THERE WILL BE ANY OUTDOOR SEATING AND PORTA-POTTIES, SHOW WHERE IT WILL BE LOCATED AND INCLUDE A MEASUREMENT OF THE ENTIRE OUTSIDE PERIMETER OF THE EVENT.

PROPERTY OWNER'S APPROVAL: THERE MUST BE A LETTER FROM THE PROPERTY OWNER STATING APPROVAL WHICH MUST INCLUDE WHERE THE EVENT IS TO BE HELD AND THE START/END TIMES FOR THE EVENT.

SPECIAL EVENT APPLICATION DEADLINE: THIS APPLICATION SHOULD BE MADE A MINIMUM OF 21 DAYS IN ADVANCE OF YOUR EVENT TO SECURE APPROVAL BY CITY COUNCIL.

LIQUOR LICENSES: APPLICANT MUST APPLY FOR AND RECEIVE A TEMPORARY CATERING LIQUOR LICENSE FROM THE STATE OF MISSOURI PRIOR TO THE TEMPORARY CATERERS PERMIT ISSUED BY THE CITY OF NORTH KANSAS CITY. THE TEMPORARY CATERERS PERMIT MUST BE FINALIZED FOR PROCESSING BY THE CITY AT LEAST THREE (3) BUSINESS DAYS PRIOR TO EVENT.

APPLICANT IS RESPONSIBLE FOR THE REMOVAL OF ALL MATERIAL, EQUIPMENT, AND DEBRIS WITHIN TWENTY-FOUR (24) HOURS OF EXPIRATION OF THIS PERMIT.

----- POLICIES GOVERNING SPECIAL EVENTS AND TEMPORARY CATERER PERMITS -----

4.16.020 ALL RETAIL LICENSES: THE DIRECTOR OF LIQUOR CONTROL MAY ISSUE A TEMPORARY PERMIT TO CATERERS AND OTHER PERSONS HOLDING LICENSES TO SELL INTOXICATING LIQUOR BY THE DRINK AT RETAIL FOR CONSUMPTION ON THE PREMISES WHO FURNISH PROVISIONS AND SERVICE FOR USE AT A PARTICULAR FUNCTION, OCCASSION, OR EVENT AT A PARTICULAR LOCATION OTHER THAN THE LICESNED PREMISES. THE TEMPORARY PERMIT SHALL BE EFFECTIVE FOR A PERIOD NOT TO EXCEED ONE HUNDRED SIXTY-EIGHT (168) HOURS (SEVEN DAYS) AND SHALL AUTHORIZE THE SERVICE OF ALCOHOLIC BEVERAGES AT SUCH FUNCTION, OCCASION, OR EVENT DURING THE HOURS AT WHICH ALCOHOLIC BEVERAGES MAY LAWFULLY BE SOLD OR SERVED UPON PREMISES LICENSED TO SELL ALCOHOLIC BEVERAGES FOR ON-PREMISES CONSUMPTION. FOR EVERY PERMIT ISSUED PURSUANT TO THE PROVISIONS OF THIS SECTION, THE PERMITTEE SHALL PAY TO THE CITY THE SUM OF TEN DOLLARS (\$10) FOR EACH CALENDAR DAY, OR FRACTION THEREOF, FOR WHICH THE PERMIT IS ISSUED.

EMPLOYEE LIQUOR PERMITS: ANYONE WHO WILL BE ACTING IN THE CAPACITY OF A BAR MANAGER, BARTENDER, WAITER, WAITRESS, CASHIER, SALES CLERK, STOCK PERSON, DOORMAN, OR OTHER PERSON RESPONSIBLE FOR CHECKING IDENTIFICATION CARDS TO DETERMINE AGE MUST HAVE ON PREMISE THEIR NORTH KANSAS CITY LIQUOR PERMIT.

STREET CLOSURE: IF A PUBLIC STREET WILL BE BLOCKED OFF FOR THE EVENT, A TRAFFIC CONTROL PLAN MUST BE INCLUDED WITH DIAGRAM FOR APPROVAL.

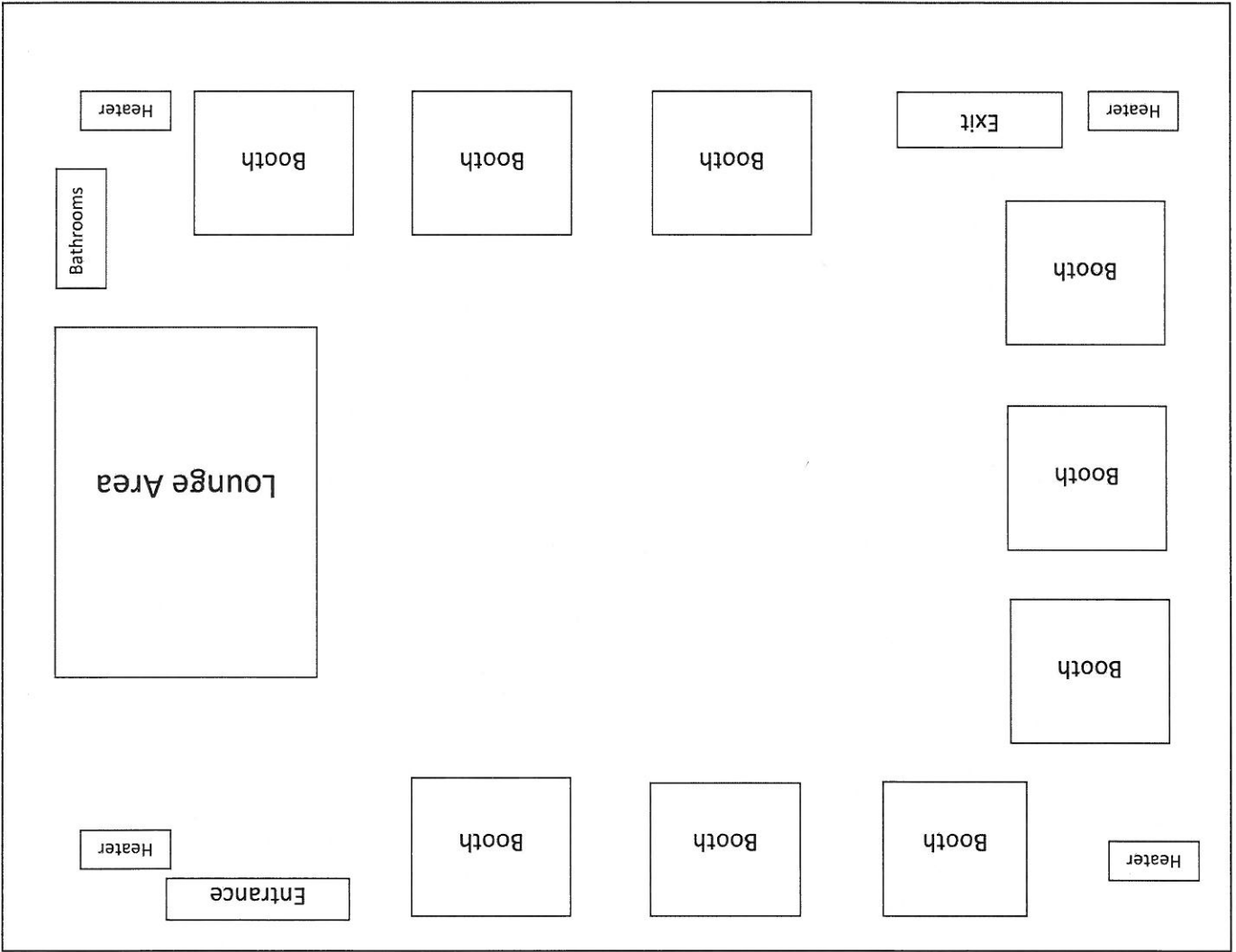
OCCUPANCY LOAD CERTIFICATE: A COPY OF THE OCCUPANT LOAD CERTICIATE WHICH STATES THE INTERIOR OCCUPANT CAPACITY OF THE PREMISE MAY BE NEEDED.

HEALTH PERMIT: A COPY OF THE HEALTH PERMIT SHALL BE DISPLAYED FOR SPECIAL EVENTS SERVING FOOD.

12.32.075 DISORDERLY CONDUCT:

A. GENERALLY. NO PERSON SHALL ENGAGE IN DISORDERLY CONDUCT OR ANY CONDUCT TENDING TOWARD A BREACH OF THE PEACE OR ENGAGE IN ANY VIOLENT, TUMULTUOUS, OFFENSIVE AND DISORDERLY CONDUCT BY THREATENING, QUARRELLING, CHALLENGING TO FIGHT OR FIGHTING, OR BY USING OBSCENE, OFFENSIVE, PROFANE OR UNSEEMLY LANGUAGE TO THE ANNOYANCE, DISTURBANCE OR VEXATION OF ANOTHER.

B. WHEN NOISES CONSTITUTE DISORDERLY CONDUCT. THE CAUSING OR MAKING OF ANY UNNECESSARY LOUD NOISE BY THE USE OF AMPLIFIED SPEAKERS OR SOUND SYSTEMS SHALL BE CONSIDERED DISORDERLY CONDUCT (EXCEPTED HEREFROM IS THE USE OF CITY SOUND EQUIPMENT UTILIZED AT THE ATHLETIC FIELDS AND CITY-SPONSORED SPECIAL EVENTS).



This is a legally binding lease. If not understood, consult an attorney.

COMMERCIAL AND INDUSTRIAL LEASE AGREEMENT

THIS LEASE is made as of Dec. 12, 2020 between Vernon and Associates, LLC (“Lessor”), and DVA Percent (“Lessee”), with an address of 204 Westport Rd Kansas City, Mo 64111 who hereby agree as follows:

1. **PREMISES** Subject to the covenants and conditions of this Lease. Lessor leases to Lessee, and Lessee leases from Lessor, the premises (the “Premises”) commonly known and numbered as 1302 Jasper in the City of NORTH KANSAS CITY, County of CLAY, State of MISSOURI, and further described as:

1302 Jasper, North Kansas City, Missouri 64116

together with the right of ingress and egress and the non-exclusive use of common areas, if any.

2. **USE OF PREMISES** The Premises shall be used only for a Retail sneaker & vintage event (collectively, the “Permitted Use”).

3. **TERM** The term of this Lease (the “Term”) is for 1 day, commencing on the 12th day of Dec., 2020, and ending on the Thirteenth day of Dec., 2020.

4. **RENT PAYMENTS** Lessee shall pay rent to Lessor in the amount of Five Hundred Dollars and 00/100 as rent in one installment, due and payable in advance without notice or demand at Lessor’s address.

5. **SECURITY DEPOSIT** Concurrently with execution of this Lease, Lessee shall deliver to Lessor \$1,000.00 (One Thousand Dollars and 00/100) as security for the performance by Lessee of every covenant and condition of this Lease (the “Security Deposit”). Said Security Deposit may be co-mingled with other funds of Lessor and shall bear no interest. If Lessee shall default with respect to any covenant or condition of this Lease, including, but not limited to the payment of rent, Lessor may apply the whole or any part of such Security Deposit to the payment of any sum in default or any sum which Lessor may be required to spend by reason of Lessee’s default. If any portion of the Security Deposit is so applied, Lessee, upon demand by Lessor, shall deposit cash with Lessor in an amount sufficient to restore the Security Deposit to its original amount. Should Lessee comply with all of the covenants and conditions of this Lease, the Security Deposit or any balance thereof shall be returned to Lessee promptly after expiration of the term thereof.

6. **POSSESSION AT BEGINNING OF TERM** Lessor shall use due diligence to give possession on the Dec. 12, 2020

7. **PROPERTY INSURANCE** Lessee shall comply with all insurance regulations so the lowest property damage, including loss of rent and liability insurance rates may be obtained; and nothing shall be done or kept in or on the Premises by Lessee which shall cause an increase in the premium for any such insurance on the Premises or on any building of which the Premises are a part or on any improvements located therein, over the lowest rate obtainable or which shall cause cancellation or make void any such insurance. If, during the term, the premium for any such insurance maintained by Lessor with respect to the premises are so increased as a result of Lessee’s use or occupancy, or if the premiums for such insurance are increased in excess of the premium charged for the policy year 2020, as a result of a premium rate increase or an increase in the amount of coverage required, then Lessee shall pay to Lessor, as additional rent, the amount of such increase within thirty (30) days after receipt of Lessor’s billing statement and demand for payment of same. The amount payable by Lessee under this section shall be pro rated for the partial years, if any, in which this Lease commences and terminates. Lessee shall maintain, at all times during the Term, adequate insurance on its personal property used, stored or kept in the premises.

8. INDEMNITY AND LIABILITY INSURANCE Lessee shall at all times indemnify, defend and hold Lessor harmless from all loss, liability, costs, damages and expenses that may occur or be claimed with respect to any person or persons, or property on or about the Premises or to the Premises resulting from any act done or omission by or through Lessee, its agents, employees, invitees or any person on the Premises by reason of Lessee's use or occupancy or resulting from Lessee's non-use or possession of said property and any and all loss, cost, liability or expense resulting therefrom. Lessee shall maintain, at all times during the Term, comprehensive general liability insurance in a responsible insurance company, licensed to do business in the state in which the Premises are located and satisfactory to Lessor, properly protecting and indemnifying Lessor with single limit coverage of not less than \$2,000,000.00 for injury to or death of persons and for property damage. During the Term, Lessee shall furnish Lessor with a certificate or certificates of insurance, in a form acceptable to Lessor, covering such insurance so maintained by Lessee and naming Lessor and Lessor's mortgagees, if any, as additional insureds.

9. ASSIGNMENT AND SUBLETTING Lessee shall not assign, transfer or encumber this Lease and shall not sublease the Premises or any part thereof or allow any other person to be in possession thereof without the prior written consent of Lessor, in each and every instance. For the purpose of this provision, any transfer of a majority or controlling interest in Lessee (whether in one or more related or unrelated transactions), whether by transfer of stock, consolidation, merger, transfer of a partnership interest or transfer of any or all of Lessee's assets or otherwise, or by operation of law, shall be deemed an assignment of this lease. Notwithstanding any permitted assignment or subletting, Lessee shall at all times remain directly, primarily and fully responsible and liable for the payment of the rent herein specified and for compliance with all of its other obligations under the terms and provisions of this Lease.

10. SIGNS AND ADVERTISEMENTS Lessee shall not place upon nor permit to be placed upon any part of the Premises, any signs, billboards or advertisements what so ever, without the prior written consent of Lessor. All permitted signage shall be at Lessee's sole expense and subject to signage regulations by the City of North Kansas City, MO.

11. CONDITION OF PREMISES Lessor agrees to removal of the food truck prior to lease term. Lessee acknowledges that it has inspected the Premises and, except as may be provided otherwise in this Lease, Lessee accepts the Premises in its present condition. At the end of the Term, except for damage caused by fire or other perils, Lessee, at its expense, shall (a) surrender the Premises in the same or similar condition as existed at the time the Premises were accepted and possession taken by Lessee, subject to reasonable wear resulting from uses permitted hereunder, and further subject to Lessee's obligations stated in Paragraphs 12 and 15 herein; (b) have removed all of Lessee's property from the Premises; (c) have repaired any damage to the Premises caused by the removal of Lessee's Property; and (d) leave the Premises free of trash and debris and the building in "broom clean" condition.

12. MAINTENANCE AND REPAIR BY LESSEE Except for the obligations imposed upon Lessor in Paragraphs 15 and 14 and damage resulting from an insurable loss, at Lessee's sole cost and expense during the Term, Lessee shall maintain and keep in good order, repair and condition and, when necessary, shall replace all parts of the Premises including, but not limited to, utility service lines from the point where they enter the building(s) of which the Premises are a part, interior walls, inside surfaces of exterior walls, fixtures, floor coverings, lighting fixtures, plumbing fixtures and drains sprinkler system, glass, windows, doors, elevator, electrical and other mechanical equipment, appliances and systems, if any, improvements made by and at the expense of Lessee and Lessee's property, including, but not limited to, Lessee's signs and advertisements. Lessee shall where applicable police and keep the approaches, sidewalks, which are a part of the Premises clean, orderly, sightly, unobstructed and free from ice and snow. Lessee shall prevent water pipes in the Premises from freezing.

13. LESSOR'S RIGHT OF ENTRY Lessor or Lessor's agent may enter at reasonable hours to inspect or the Premises.

14. PARKING LOT MAINTENANCE Except as may be caused by acts or negligence of Lessee, Lessor shall be responsible for maintenance, cleaning, repainting and repairs of the parking areas, driveways, and approaches, including ice and snow removal. Lessee understands and agrees that no personal property,

including vehicles, shall be stored in the parking area or anyplace outside the building without the prior written consent of Lessor.

15. MAINTENANCE AND REPAIR BY LESSOR Except as may be caused by acts or negligence of Lessee, Lessor shall, at Lessor's sole cost and expense, maintain and keep in good repair the heating, ventilating, air-conditioning, the roof, exterior walls (exclusive of inside surfaces, glass, windows and doors), gutters, downspouts, foundations and all other structural components of the building(s) of which the Premises are a part, and all underground plumbing and sewer lines; and water, gas and electric service lines to the point where such service lines enter the building(s) of which the Premises are a part. Lessor shall be under no obligation, and shall not be liable for any failure to make any repairs until and unless Lessee notifies Lessor in writing that such repairs are necessary. Lessor shall have a reasonable time thereafter to make repairs.

16. DAMAGE BY CASUALTY (a) If, during the Term or previous thereto, the Premises or the building of which said Premises are a part shall be destroyed or so damaged by fire or other casualty as to become untenable, then in such event, at the option of Lessor, this Lease shall terminate from the date of such damage or destruction. Lessor shall exercise this option to so terminate this Lease by notice in writing delivered to Lessee within thirty (30) days after such damage or destruction. Upon such notice, Lessee shall immediately surrender said Premises and all interest therein to Lessor and Lessee shall pay rent only to the time of such damage or destruction. If Lessor does not elect to terminate this Lease, this Lease shall continue in full force and effect, and Lessor shall expeditiously repair the Premises, placing the same in as good a condition as they were at the time of the damage or destruction, and for that purpose, may enter said Premises. In that event rent shall abate in proportion to the extent and duration of untenability. In either event, Lessee shall remove all rubbish, debris, merchandise, furniture, equipment and its other personal property within five days after the request by Lessor. (b) If the Premises shall be slightly damaged by fire or other casualty, so as not to render the same untenable, then Lessor shall expeditiously repair the same and in that case the rent shall not abate. Except for rent abatement as herein provided, no compensation or claim shall be made by or allowed to Lessee by reason of any inconvenience or loss of business arising from the necessity of repairing any portion of the building or the Premises.

17. PERSONAL PROPERTY Lessor shall not be liable for any loss or damage to any merchandise inventory, goods, fixtures, improvements or personal property of Lessee in or about the Premises, as a result of any casualty.

18. ALTERATIONS Lessee shall not make any alterations or additions in or to the Premises without the prior written consent of Lessor.

19. UTILITIES AND SERVICES Lessee shall pay for all electricity, gas, and any services or utilities used in or assessed against the Premises, unless otherwise provided. Lessee is responsible for their trash removal. Lessor is responsible for the cost of water service.

20. LEGAL REQUIREMENTS Lessee shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Premises or the use thereof, and Lessee shall indemnify, defend and hold Lessor harmless from expense or damage resulting from failure to do so.

21. MULTIPLE TENANCY BUILDING If the Premises are a part of a multiple tenancy building or complex, the responsibility of Lessee for reimbursements as called for in Paragraphs 7 and 23 of this Lease shall be a percentage of the total increase equal to the percentage of rentable floor space in said building or complex occupied by Lessee. It is agreed Lessee occupies 100% ("Proportionate Share") of the floor space in the building for which the Premises are a part. Lessor may, with notice to Lessee, elect to perform and provide certain maintenance and services pertaining to the entire building or area of which the Premises are a part including, but not limited to, landscaping, trash removal, lawn maintenance, common area lighting, and watering, if any. In such event, Lessee shall reimburse Lessor for its Proportionate Share of said maintenance services within fifteen (15) days from the date of Lessor's notice of the amount due. Lessee agrees to conduct its business in a manner that shall not be objectionable to other Lessees in the building of which the Premises are a part, including but not limited to noise, vibration, odor, trash or fumes. In the

event Lessor receives complaints from other Lessees in the building or complex and determines, in its sole reasonable judgment, that Lessee is conducting its operations in a manner so as to be objectionable to other Lessees, Lessee shall, upon notice from Lessor, promptly modify its operations to eliminate such objections

22. FIXTURES N/A

23. INCREASE IN REAL ESTATE TAXES AND SPECIAL ASSESSMENTS N/A

24. EMINENT DOMAIN Should all of the Premises be taken under the power of eminent domain or a conveyance in lieu thereof by any authority having the right of condemnation, or if a portion thereof is taken so that the Premises are unsuitable, in Lessee's reasonable opinion, for Lessee's use, then the term of this lease shall terminate as of the date that title shall vest in the acquiring authority and the rent and other charges shall be adjusted as of the date of such taking. In such case, Lessor shall be entitled to the proceeds of the condemnation award made to Lessor. Nothing herein shall be construed to prevent Lessee from separately pursuing a claim against the condemning authority for its independent loss or damages to the extent available, provided, however, that no award made to or on behalf of Lessee shall reduce, limit, or restrict the award to Lessor, and no allocation of Lessor's award in condemnation shall occur. Lessee shall have no claim against Lessor for the value of the unexpired term of this lease. Should any part of the Premises be taken in the exercise of eminent domain or a conveyance in lieu thereof or in connection therewith, but not such as to render the Premises unsuitable for the operation of its business, this Lease shall continue on the same terms and conditions except that the description of the Premises or the real estate taken by right of eminent domain or a conveyance in lieu thereof or in connection therewith shall be modified to reflect such taking. In the event this Lease does not terminate by reason of such taking, the condemnation proceeds from the Demised Premises will first be used to restore the Demised Premises to a position of occupancy by the Lessee. The balance of such condemnation proceeds from the Premises, if any, shall belong to Lessor.

25. WAIVER OF SUBROGATION As part of the consideration for this Lease, each of the parties hereby releases the other party from all liability for damage due to any act or neglect of the other party occasioned to property owned by said parties which is or might be incident to or the result of a fire or other casualty against loss for which either of the parties is now carrying or hereafter may carry insurance; provided, however, that the releases herein contained shall not apply to any loss or damage occasioned by intentional acts of either of the parties, and the parties further covenant that any insurance they obtain on their respective properties shall contain an appropriate provision whereby the insurance company, or companies, consent to the mutual release of liability contained in this paragraph.

26. DEFAULT AND REMEDIES If: (a) Lessee fails to comply with any term, provision, condition or covenant of this Lease; (b) Lessee deserts or vacates the Premises; (c) any petition is filed by or against Lessee under any section or chapter of the Federal Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof; (d) Lessee becomes insolvent or makes a transfer in fraud of creditors; (e) Lessee makes an assignment for benefit of creditors; or (f) a receiver is appointed for Lessee or any of the assets of Lessee, then in any of such events, Lessee shall be in default and Lessor shall have the option to do any one or more of the following: upon ten (10) days prior written notice, excepting the payment of rent or additional rent for which no demand or notice shall be necessary, in addition to and not in limitation of any other remedy permitted by law, to enter upon the Premises either with or without process of law, and to expel, remove and put out Lessee or any other persons thereon, together with all personal property; and, Lessor may terminate this Lease or it may from time to time, without terminating this Lease, rent said Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term) and at such rental or rentals and upon such other terms and conditions as Lessor in its sole discretion may deem advisable, with the right to repair, renovate, remodel, redecorate, alter and change said Premises. At the option of Lessor, rents received by Lessor from such reletting shall be applied first to the payment of any indebtedness from Lessee to Lessor other than rent and additional rent due hereunder; second, to payment of any costs and expenses of such reletting, including, but not limited, attorney's fees, advertising fees and brokerage fees, and to the payment of any repairs, renovation, remodeling, redecorations, alterations and changes in the Premises; third, to the payment of rent and additional rent due and payable hereunder and interest thereon; and, if after applying said rentals there is any deficiency in the rent and additional rent and interest to be paid by Lessee under this Lease, Lessee shall pay any such

deficiency to Lessor and such deficiency shall be calculated and collected by Lessor monthly. No such re-entry or taking possession of said Premises shall be construed as an election on Lessor's part to terminate this Lease unless a written notice of such intention is given to Lessee. Notwithstanding any such reletting without termination, Lessor may at any time terminate this Lease by reason of any default, in addition to any other remedy it may have, it may recover from Lessee the worth at the time of such termination of the excess of the amount of rent and additional rent reserved in this Lease for the balance of the Term over the then reasonable rental value of the Premises for the same period. Lessor shall have the right and remedy to seek redress in the courts at any time to correct or remedy any default of Lessee by injunction or otherwise, without such resulting or being deemed a termination of this Lease, and Lessor, whether this Lease has been or is terminated or not, shall have the absolute right by court action or otherwise to collect any and all amounts of unpaid rent or unpaid additional rent or any other sums due from Lessee to Lessor under this Lease which were or are unpaid at the date of termination. If it is necessary for Lessor to bring any action under this Lease, to consult with an attorney concerning or for the enforcement of any of Lessor's rights, then Lessee agrees in each and any such case to pay to Lessor, Lessor's reasonable attorney's fees. In addition to the remedies set forth herein, Lessee shall pay a late charge in the amount of 10% of any payment due hereunder which remains unpaid on the fifth day after same is otherwise due hereunder. Said late charge shall be deemed additional rent, and the assessment or collection of same shall not limit or delay Lessor's pursuit of any remedy arising hereunder upon Lessee's default.

27. WAIVER The rights and remedies of Lessor under this Lease, as well as those provided by law, shall be cumulative, and none shall be exclusive of any other rights or remedies. A waiver by Lessor of any breach or default of Lessee shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default. It is agreed that the acceptance by Lessor of any installment of rent subsequent to the date the same should have been paid shall not alter the covenant and obligation of Lessee to pay subsequent installments of rent promptly upon the due date. Receipt by Lessor of partial payment after Lessee's default shall not be construed to be or constitute a cure of any such default. No receipt of money by Lessor before or after the termination of this Lease shall in any way reinstate, continue or extend the term above demised.

28 TOXIC OR HAZARDOUS MATERIALS Lessee shall not store, use or dispose of any toxic or hazardous materials in, on or about the Premises without the prior written consent of Lessor. Lessee, at its sole cost, shall comply with all laws relating to Lessee's storage, use and disposal of hazardous or toxic materials. Lessee shall be solely responsible for and shall defend, indemnify and hold Lessor, its agents and employees, harmless from and against all claims, costs and liabilities, including attorney's fees and costs, arising out of or in connection with the storage, use or disposal of any toxic or hazardous material in, on or about the Premises including, but not limited to, removal, clean-up and restoration work and materials necessary to return the Premises, and any other property of whatever nature located on the Premises, to their condition existing prior to the appearance of toxic or hazardous materials on the Premises. Lessee's obligations under this paragraph shall survive the termination of this Lease.

29. REAL ESTATE COMMISSION N/A

30. NOTICES Any notice hereunder shall be sufficient if sent by certified mail, addressed to Lessee at the Premises, and to Lessor where rent is payable.

31. SUBORDINATION This Lease shall be subordinate and inferior at all times to the lien of any mortgage and to the lien of any deed of trust or other method of financing or refinancing now or hereafter existing against all or a part of the real property upon which the premises are located, and to all renewals, modifications, replacements, consolidations and extensions thereof. Lessee shall execute and deliver all documents requested by any mortgagee or security holder to effect such subordination. In the event of a sale or assignment of this Lease or of Lessor's interest in the Premises or the building in which the Premises are a part, are transferred to any other person because of a mortgage foreclosure, exercise of a power of sale under a mortgage or otherwise, Lessee shall attorn to the purchaser or such mortgagee or other person and recognize the same as Lessor hereunder.

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

33. **QUIET POSSESSION** Lessor agrees, so long as Lessee fully complies with all of the terms, covenants and conditions herein contained on Lessee's part to be kept and performed, Lessee shall and may peaceably and quietly have, hold and enjoy the Premises for the Term aforesaid, it being expressly understood and agreed that the aforesaid covenant of quiet enjoyment shall be binding upon Lessor, its heirs, successors or assigns, but only during such party's ownership of the Premises. Lessor and Lessee further covenant and represent that each has full right, title, power and authority to make, execute and deliver this Lease.

34. **BANKRUPTCY** Neither this Lease nor any interest therein nor any estate hereby created shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors by operation of law or otherwise during the Term or any renewal thereof.

35. **ENTIRE AGREEMENT** This Lease contains the entire agreement between the parties, and no modification of this Lease shall be binding upon the parties unless evidenced by an agreement in writing signed by Lessor and Lessee after the date hereof. If there be more than one Lessee named herein, the provisions of this Lease shall be applicable to and binding upon such Lessees, jointly and severally.

36. **ESTOPPEL CERTIFICATES.** N/A

37. Left blank Intentionally.

38. **AGENCY DISCLOSURE** See attached addendum.

IN WITNESS WHEREOF, said parties hereunto subscribed their names. Executed in 3 originals.

Lessor
[Signature Box]

Lessee
Roman Khachatryan
dotloop verified
11/02/20 10:11 AM CST
2VKG-DV8S-GWBP-S30J

By: Brad Hakes

Roman Khachatryan

Title: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/02/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley CA 95945	CONTACT NAME: Will Maddux PHONE (A/C, No, Ext): (530) 477-6521 E-MAIL ADDRESS: info@theeventhelper.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Dva Percent Roman Khachatryan 204 westport rd Kansas City MO 64111	INSURER A: Evanston Insurance Company	NAIC # 35378
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Host Liquor Liability <input type="checkbox"/> Retail Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		3DS5470-M2157934	12/12/2020 12:01 AM	12/13/2020 12:01 AM	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Deductible \$ 1,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19.

Attendance: 200, Event Type: Trade Show - Indoor Only.

CERTIFICATE HOLDER**CANCELLATION**

Vernon and Associates LLC.
 1302 Jasper Street
 North Kansas City MO 64116

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Vernon and Associates LLC.
1302 Jasper Street
North Kansas City, MO 64116

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the acts or omissions of any insured listed under Paragraph 1. or 2. of Section II – Who Is An Insured:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/02/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley CA 95945		CONTACT NAME: Will Maddux PHONE (A/C, No, Ext): (530) 477-6521 FAX (A/C, No): E-MAIL ADDRESS: info@theeventhelper.com	
INSURED Dva Percent Roman Khachatryan 204 westport rd Kansas City MO 64111		INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance Company NAIC # 35378 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Host Liquor Liability Retail Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	3DS5470-M2157934	12/12/2020 12.01 AM	12/13/2020 12.01 AM	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 1,000,000 Deductible \$ 1,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below:	N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19.
 Attendance: 200, Event Type: Trade Show - Indoor Only.

CERTIFICATE HOLDER		CANCELLATION	
Dva Percent LLC 1302 Jasper Street North Kansas City MO 64111		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 	



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s): Dva Percent LLC. 1302 Jasper Street North Kansas City, MO 64116</p>

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the acts or omissions of any insured listed under Paragraph 1. or 2. of Section II – Who Is An Insured:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.

Vernon and Associates, LLC.

1303 Swift, North Kansas city, MO 64116

816-803-8120 Brad Hakes 816-728-3810 Bill Hershewe

City of North Kansas City
2010 Howell
North Kansas City, MO 64116

11/5/2020

Dear Sirs:

Please be advised we are the owners of the property at 1302 Jasper, NKC, MO and have leased our space for a one-day event on Dec. 12, 2020. The south side of our property will be available for parking and also there should be plenty of street parking available as it is the weekend.

If any additional information is required, please call.

Sincerely,



Bill Hershewe, Member

MEMORANDUM



TO: Mayor and City Council

FROM: Eric Berlin, City Administrator

DATE: November 17, 2020

RE: New KCMO Covid-19 Guidelines

The City of Kansas City issued new Covid-19 guidelines on Monday, November 16, 2020. Attached for your information is KCMO's Eleventh Amended COVID Emergency Order. The new guidelines are, in summary:

- All indoor gatherings are limited to 10 people maximum.
- Restaurants, taverns, and all other venues, including wedding and other event spaces, shall close at 10 p.m., require social distancing between different parties, and limit the number of occupants indoors to no more than 50 percent of building occupancy.
- Indoor and outdoor patrons at these facilities must be seated, and also masked at all times except when actively eating or drinking.
- Indoor and outdoor parties are limited to a maximum of 10 people and parties shall be spaced with no less than six feet of distance between themselves and individuals from any other parties.
- Restaurants, taverns, and bars must immediately report known COVID-19 cases to the Kansas City Health Department.
- Masks must be worn in all indoor spaces with more than one person per room, and outdoor spaces where social distancing cannot be maintained.
- Patrons of gyms, fitness, and recreational centers, including city, school, and other publicly-owned and managed facilities are required to wear masks at all times, and these establishments are limited to no more than 50 percent capacity.

Staff seeks direction as to whether the City Council wishes to issue these or other new covid-19 guidelines.

MEMORANDUM

TO: Mayor and City Council

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

CC: Eric Berlin, *City Administrator*

RE: ***Agreement with Northland Festivals for 2021 Snake Saturday Parade and Related Activities***

DATE: November 17, 2020

PURPOSE: The purpose of the attached resolution is to consider approval of an agreement by and between the City of North Kansas City, Missouri (the “City”) and Northland Festivals related to the 2021 Snake Saturday Parade and accompanying activities. For a number of years now, the City has annually entered into a written contract with Northland Festivals for various events and activities, including, but not limited to, the Snake Saturday Parade. It is that time of year to once again consider an agreement between the City and Northland Festivals for this coming year’s Snake Saturday events. Please review carefully the section on “Back-up Plan” found in Paragraph C of Exhibit B of the attached contract. This is new language in the contract taking into account the possibility that COVID-19 will still be around in March, 2021.

REMARKS: The City has previously entered into written contracts with Northland Festivals for the Snake Saturday Parade and related activities. Except for the “Back-up Plan” referenced above (providing for an alternative if the novel coronavirus is still around at the time of the 2021 parade). The attached agreement is very similar to the contract for the 2020 Snake Saturday events between the City and Northland Festivals for the described services, except for the Back-up Plan, which provides as follows:

In light of the current COVID-19 pandemic and due to restrictions, which may be in place at the time of the events described in this Agreement, Contractor has submitted a Back-up Plan to the City which has been

adopted as hereinafter described. The Back-up Plan herein described will only be implemented if authorized by action of the Mayor and City Council of the City of North Kansas City, Missouri. It shall be the intent of the City that the Back-up Plan will comply with any and all requirements established by the City or other governmental entity having jurisdiction over the City. It is expressly understood and agreed by the Parties that the City may, in its sole and absolute discretion, cancel some or all activities set forth in this Agreement based upon then existing health and safety conditions.

In the event the City authorizes the Contractor to proceed with the “Back-up Plan” performance, then the performance under this Agreement shall be as follows:

- 1. *The Parade.*** The Snake Saturday Parade described in this Agreement shall be held on Saturday, March 13, 2021, in the City of North Kansas City, Missouri. The parade will be a stationary parade with floats parked along Swift from 10th Avenue to Armour Road. The public will be allowed to drive by the stationary parade remaining in their vehicles. Entry to the stationary parade will be at Armour proceeding south on Swift to 10th Avenue (entering from west proceed south on west side of parade, entering from east proceed south on east side of parade exiting at 10th Avenue). Fox 4 has agreed to participate either by live streaming of parade or depending on Coronavirus requirements sharing the parade through Facebook Live.
- 2. *The Festival Activities.*** The festival activities described in this Agreement shall be held on Saturday, March 13, 2021, in the City of North Kansas City, Missouri. Again, provided the social distancing, mask requirements, and group limitations currently in place at the time of this contract agreement, Carnival rides may be replaced with a drive through car show.
- 3. *The Grand Marshal Celebration.*** The Grand Marshal Celebration shall be held on Thursday, March 4, 2021, in the City of North Kansas City, Missouri. In the event current or similar modified restrictions remain in place, the Grand Marshal Celebration will involve an online auction and “Party Boxes”. Such “Party Boxes” will be sold and delivered like door dash meals and the Contractor will ask those participating to share a video online as if all parties participating were together. Additionally, the Grand Marshal Celebration will be shown virtually.
- 4. *The Lad and Lassie Contest.*** The Lad and Lassie Contest shall be held on Saturday, March 6, 2021, in the City of North Kansas City,

Missouri. For 2021, this will be a virtual event with participants' parents submitting a recording of their child dressed to the 2021 Theme—"Lucky to Be in NKC". Judging of the videos will occur on March 6, 2021.

- 5. *The Charity Cook Off.*** The Charity Cook Off shall be held on Friday, March 12, 2021, in the City of North Kansas City, Missouri. Contractor shall hold this event by complying with Kansas City Barbeque Society social distancing and mask wearing requirements (6 foot between judges and no grazing table) and limiting the number of entries. Contractor shall also meet and comply with any applicable requirements, orders and administrative procedures that may be in effect at the time of the event.
- 6.** The performance requirements may be amended upon recommendation by the Contractor with the specific approval of the Mayor and City Council of the City of North Kansas City, Missouri, as may be determined by the City to be necessary to ensure the health, safety and welfare of the public. The Contractor's stated primary goal is to assist various participating charities for sponsored prize money to help their respective organizations.

Upon the recommendation of the Contractor, no later than February 18, 2021 the City will announce the 2021 events outlined in this Agreement and whether the events will proceed as planned, be modified, or be cancelled entirely.

I have worked with J.D. Green of Northland Festivals in drafting the agreement. Moreover, Mr. Green has worked with various City departments to come up with the details of the "Back-up Plan."

Please feel free to contact me in the event you have any questions, comments or suggestions.

RESOLUTION NO. 20-073

RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH NORTHLAND FESTIVALS FOR 2021 SNAKE SATURDAY PARADE AND RELATED SERVICES

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

WHEREAS, the City desires to enter into a contract to obtain services for the planning, organization, administration, conduct and carrying out of certain festival activities (*viz.*, the Snake Saturday Parade and related activities) with Northland Festivals, a Missouri nonprofit corporation (the “**Contractor**”); and

WHEREAS, the Contractor has experience in providing such parade, festival and related activities.

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

Section 1. 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 a contract with Northland Festivals for the planning, organization, administration, conduct and carrying out of certain festival activities (*viz.*, the Snake Saturday Parade and related activities) for the City of North Kansas City, Missouri. A copy of the Agreement for such services is attached hereto, marked “**Exhibit 1**” and is incorporated herein by reference.

Section 2. Authorization of Agreement. The City Council hereby authorizes the City to enter into the Agreement with Northland Festivals for the described services, which Agreement shall be in substantially the form of “**Exhibit 1**”, attached hereto. The City is hereby authorized to pay the amounts set forth in the Agreement as provided for in Exhibit 1.

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

Section 4. Severability. The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City has enacted the

valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

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

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

DONE this 17th day of November, 2020.

Don Stielow, *Mayor*

ATTEST:

Crystal Doss, *City Clerk*

EXHIBIT “1”

CONTRACT SERVICES AGREEMENT FOR PARADE AND RELATED ACTIVITIES

THIS CONTRACT SERVICES AGREEMENT (this “**Agreement**”) is made and entered into this ____ day of November, 2020, by and between the CITY OF NORTH KANSAS CITY, MISSOURI, a municipal corporation and political subdivision of the State of Missouri (the “**City**”) and NORTHLAND FESTIVALS, a Missouri nonprofit corporation, located at 405 E. 19th Avenue, in the City of North Kansas City, Missouri (the “**Contractor**”). City and Contractor may be individually referred to as a “**Party**” and collectively referred to as the “**Parties**”.

NOW, THEREFORE, the parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

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

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

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

1.4 Familiarity with Work. By executing this Agreement, the Contractor warrants that the Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has been on the premises and at those locations where the work and services are to be performed and is thoroughly familiar with the premises and locations where the work is to be performed, (c) has carefully considered how the services should be performed, and (d) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, the Contractor warrants that the Contractor has, or will, investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions which will materially affect the performance of the services

hereunder, the Contractor shall immediately inform the City of such fact and shall not proceed except at the Contractor's risk until written instructions are received from the City.

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

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with the "Schedule of Compensation and Performance" attached hereto as Exhibit "B" and incorporated herein by this reference, but not exceeding the maximum contract amount of Forty-four Thousand and No/100 Dollars (\$44,000.00) (the "**Contract Sum**"), for the herein described parade and related activities.

2.2 Method of Payment. Provided that the Contractor is not in default under the terms of this Agreement, the Contractor shall be paid as outlined in "**Exhibit B**" Schedule of Compensation.

3.0 COORDINATION OF WORK

3.1 Representative of Contractor. J.D. Green is hereby designated as being the officer and representative of the Contractor authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith. Either Contractor's President or Contractor's Board of Directors shall have the right to designate another individual to act on its behalf by providing written notice to the City.

3.2 City Representative. The City Administrator is hereby designated as being the representative of the City authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith. The City Administrator of the City shall have the right to designate another individual to act on his behalf by providing written notice to the Contractor.

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

3.4 Independent Contractor. Notwithstanding anything else in this Agreement to the contrary, neither the City nor any of its officials or employees shall have any control over the manner, mode or means by which the Contractor, its agents or employees, perform the services required herein, except as otherwise set forth. The Contractor shall perform all services required herein as an independent contractor of the City and shall remain under only such

obligations as are consistent with that role. The Contractor shall not at any time or in any manner represent that it, or any of its agents or employees, are agents or employees of the City.

4.0 INSURANCE AND INDEMNIFICATION

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

(a) Commercial General Liability Insurance. The Contractor shall maintain a policy of comprehensive general liability insurance written on a per occurrence basis. The policy of insurance shall be in an amount not less than One Million Dollars (\$1,000,000) bodily injury, death and property damage per occurrence and Two Million Dollars (\$2,000,000) aggregate.

(b) Contingent Auto Liability Insurance. The Contractor shall maintain a policy of contingent auto liability insurance written on a per occurrence basis. The policy of insurance shall be in an amount not less than One Million Dollars (\$1,000,000) bodily injury, death and property damage combined single limit.

(c) Commercial Liability Umbrella Insurance. The Contractor shall maintain a commercial liability umbrella insurance policy written on a per occurrence basis. The policy of insurance shall be in an amount not less than One Million Dollars (\$1,000,000) bodily injury, death and property damage per occurrence and One Million Dollars (\$1,000,000) aggregate.

(d) Worker's Compensation Insurance. To the extent required by law, a policy of worker's compensation insurance in an amount which fully complies with any statutory requirements of the State of Missouri.

The above policies of insurance shall be primary insurance. (Reference Section 4.3 regarding sufficiency.) The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, public officials, employees and agents, and their respective insurers. In the event any of said policies of insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 4.1 to the City. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance, endorsements or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance, endorsements, or binders are approved by the City. "The City of North Kansas City, Missouri," and "408 Armour LLC" and "114 Armour LLC" shall each be endorsed as an "additional insured" under the Commercial General Liability insurance policy and the Contingent Auto Liability insurance policy.

The Contractor agrees that the provisions of this Section 4.1 shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment

of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible. In the event the Contractor subcontracts any portion of the work in compliance with Section 3.3 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section.

4.2 Indemnification. The Contractor agrees to indemnify the City, its officers, public officials, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities of the Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the negligent acts or omissions of the Contractor hereunder, or arising from the Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, whether or not there is concurrent passive or active negligence on the part of the City, its officers, public officials, agents or employees but excluding such claims or liabilities arising from the sole negligence or willful misconduct of the City, its officers, public officials, agents or employees, who are directly responsible to the City, and in connection therewith:

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

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

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

4.3 Sufficiency of Insurer or Surety. Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in Missouri, rated "A" or better in the most recent edition of Best's Key Rating Guide or in the Federal Register, unless such requirements are waived by the City Council or designee of the City Council due to unique circumstances. In the event the City Administrator determines that the work or services to be

performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies required by this Section 4 may be changed accordingly upon receipt of written notice from the City Administrator or designee; provided that the Contractor shall have the right to appeal a determination of increased coverage by the City Administrator to the City Council of City within ten (10) days of receipt of notice from the City Administrator.

5.0 TERM

5.1 Term. Unless earlier terminated in accordance with Section 5.2 below and except as otherwise provided herein, this Agreement shall continue in full force until November 30, 2021.

5.2 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other party. Upon receipt of the notice of termination, the Contractor shall immediately cease all work or services hereunder except as may be specifically approved by the City Administrator. In the event of termination by the City, the Contractor shall be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination and for such additional services specifically authorized by the City Administrator and the City shall be entitled to reimbursement for any compensation paid in excess of the services rendered. It is expressly understood that the insurance and indemnification requirements of the Contractor set forth in paragraphs 4.1 and 4.2 will survive the termination of this Agreement.

6.0 FINANCIAL DISCLOSURE

6.1 Financial Disclosure Required. The Contractor shall provide the City with the following financial information:

(a) Within ninety (90) days of the last day of the completion of the parade, a list of paid accounts for which City funds were utilized, as well as a copy of each corresponding receipt, if the same exists; and

(b) On or before March 10, 2022, an annual financial report for the Contractor prepared by an accountant, which shall include revenues and expenditures for the parade and related activities.

6.2 Audit. The City shall have the right, but not the obligation, to audit all financial records of the Contractor if the City deems such an audit advisable or necessary.

7.0 MISCELLANEOUS

7.1 Covenant against Discrimination. The Contractor covenants that, by and for itself, its heirs, executors, successors, assigns and all persons claiming under or through it, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the

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

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

7.3 Conflict of Interest. No officer, public official or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Notwithstanding anything else in this section 7.3 to the contrary, employees and public officials of the City may sit on committees of the Contractor and may participate in the planning and carrying out of the parade and related activities, so long as such employees and public officials do not receive any form of compensation or financial reward, and do not control the manner, mode or means by which the Contractor performs the services required herein.

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

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

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

7.7 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the

parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

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

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

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

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

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

(Remainder of page intentionally left blank.)

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

CITY OF NORTH KANSAS CITY
a Missouri municipal corporation

ATTEST:

Crystal Doss, *City Clerk*

Don Stielow, *Mayor*

Mailing Address: 2010 Howell; North Kansas City, MO 64116

NORTHLAND FESTIVALS
a Missouri nonprofit corporation

ATTEST:

Kelly Sales, *Secretary*

J. D. Green, *President*

Mailing Address: 405 E. 19th Avenue; North Kansas City, MO 64116

Exhibit "A"

SCOPE OF SERVICES

A. Except as hereinafter limited, the Contractor shall plan, organize, administer, conduct and otherwise carryout a parade in the City of North Kansas City, Missouri, as hereinafter defined and described in more detail—said parade to be known as the "Snake Saturday Parade" (the "**Parade**"). The Parade shall be held on the Saturday immediately prior to St. Patrick's Day and shall be held on the public streets of the City. The City shall have the absolute right to approve any suggested parade route. The Parade shall only take place on those public streets, thoroughfares, parking lots, sidewalks and other public property as may be approved in advance by the City.

B. The Contractor shall also plan, organize, administer, conduct and otherwise carryout a festival in conjunction with the Parade and held during the period surrounding the parade. As part of the aforesaid festival, the Contractor shall provide for, plan, organize, administer, conduct and otherwise carryout carnival-type rides, a Grand Marshall celebration, and a Lads and Lassies contest.

C. Except as otherwise herein provided, the Contractor hereby agrees to furnish all of the necessary equipment and to do the work and the service of planning, organizing, administering, conducting and otherwise carrying out the Parade and related Snake Saturday events.

D. The Contractor shall provide to the City a budget for the following year's Parade on or before July 15, 2021 and, further, the Contractor shall provide to the City, no later than March 10, 2022 a financial statement prepared by an accountant and covering all events and activities provided by the Contractor to the City under this Agreement. The requirements of this paragraph shall survive the termination or expiration of this Agreement.

E. The City agrees that for the Parade and related festival events, the City will provide police protection, parking control, security, crowd control, fire and emergency ambulance service, and trash removal and general street and sidewalk cleanup after the Snake Saturday events described more fully hereinabove.

F. The Contractor agrees to be bound by all laws, regulations, statutes and ordinances now in force or which may hereafter be in force within the said City, anything herein contained to the contrary notwithstanding, provided that if the provisions of this Agreement are more onerous than the provisions of the ordinances of the City of North Kansas City, Missouri, such contract provisions shall apply.

G. The Contractor shall provide to the City and the City's Police Department a telephone number to receive notices and/or other communications during normal working hours. The Contractor shall also provide to the City and the City's Police Department an emergency telephone number for the City's use during non-business hours for emergencies.

H. The Contractor agrees that none of the funds payable under this Agreement shall be used for prizes or prize money in any form whatsoever.

(Remainder of page intentionally left blank.)

Exhibit "B"

SCHEDULE OF COMPENSATION AND PERFORMANCE

A. COMPENSATION. In consideration of the full and complete performance of this Agreement by the Contractor of all the work and services stated and contemplated, and in conformity with the terms, covenants and conditions contained in this Agreement, the City agrees to pay the Contractor as full compensation for the said work and services as follows:

1. ***Parade and Festival Activities.*** For the Parade and Festival Activities described in this Agreement, the sum of Forty-four Thousand and No/100 Dollars (\$44,000.00), payable in two equal installments of Twenty-two Thousand and No/100 Dollars (\$22,000.00) each, with the first installment to be made on or before February 1, 2021, and the final installment to be made on or before March 31, 2021. In addition, and as aforesaid, the City shall provide certain police, fire and public works services for the Parade and related Snake Saturday activities. Such in-kind payment by the City shall include security, crowd control, parking, hanging of signs, trash removal and general clean-up of city streets, parking lots and sidewalks.
2. The Contractor agrees that the compensation payable under this Agreement shall not be used for any form or type of prize or prize money.

B. PERFORMANCE. The performance required under this Agreement shall be as follows:

1. ***The Parade.*** The Snake Saturday Parade described in this Agreement shall be held on Saturday, March 13, 2021, in the City of North Kansas City, Missouri.
2. ***The Festival Activities.*** The festival activities described in this Agreement shall be held on Saturday, March 13, 2021, in the City of North Kansas City, Missouri.
3. ***The Grand Marshal Celebration.*** The Grand Marshal Celebration shall be held on Thursday, March 4, 2021, in the City of North Kansas City, Missouri.
4. ***The Lad and Lassie Contest.*** The Lad and Lassie Contest shall be held on Saturday, March 6, 2021, in the City of North Kansas City, Missouri.
5. ***The Charity Cook Off.*** The Charity Cook Off shall be held on Friday, March 12, 2021, in the City of North Kansas City, Missouri.

C. BACK-UP PLAN. In light of the current COVID-19 pandemic and due to restrictions, which may be in place at the time of the events described in this Agreement, Contractor has submitted a Back-up Plan to the City which has been adopted as hereinafter described. The Back-up Plan herein described will only be implemented if authorized by action of the Mayor and City Council of the City of North Kansas City, Missouri. It shall be the intent of the City that the Back-up Plan will comply with any and all requirements established by the

City or other governmental entity having jurisdiction over the City. It is expressly understood and agreed by the Parties that the City may, in its sole and absolute discretion, cancel some or all activities set forth in this Agreement based upon then existing health and safety conditions.

In the event the City authorizes the Contractor to proceed with the “Back-up Plan” performance, then the performance under this Agreement shall be as follows:

1. ***The Parade.*** The Snake Saturday Parade described in this Agreement shall be held on Saturday, March 13, 2021, in the City of North Kansas City, Missouri. The parade will be a stationary parade with floats parked along Swift from 10th Avenue to Armour Road. The public will be allowed to drive by the stationary parade remaining in their vehicles. Entry to the stationary parade will be at Armour proceeding south on Swift to 10th Avenue (entering from west proceed south on west side of parade, entering from east proceed south on east side of parade exiting at 10th Avenue). Fox 4 has agreed to participate either by live streaming of parade or depending on Coronavirus requirements sharing the parade through Facebook Live.
2. ***The Festival Activities.*** The festival activities described in this Agreement shall be held on Saturday, March 13, 2021, in the City of North Kansas City, Missouri. Again, provided the social distancing, mask requirements, and group limitations currently in place at the time of this contract agreement, Carnival rides may be replaced with a drive through car show.
3. ***The Grand Marshal Celebration.*** The Grand Marshal Celebration shall be held on Thursday, March 4, 2021, in the City of North Kansas City, Missouri. In the event current or similar modified restrictions remain in place, the Grand Marshal Celebration will involve an online auction and “Party Boxes”. Such “Party Boxes” will be sold and delivered like door dash meals and the Contractor will ask those participating to share a video online as if all parties participating were together. Additionally, the Grand Marshal Celebration will be shown virtually.
4. ***The Lad and Lassie Contest.*** The Lad and Lassie Contest shall be held on Saturday, March 6, 2021, in the City of North Kansas City, Missouri. For 2021, this will be a virtual event with participants’ parents submitting a recording of their child dressed to the 2021 Theme—“Lucky to Be in NKC”. Judging of the videos will occur on March 6, 2021.
5. ***The Charity Cook Off.*** The Charity Cook Off shall be held on Friday, March 12, 2021, in the City of North Kansas City, Missouri. Contractor shall hold this event by complying with Kansas City Barbeque Society social distancing and mask wearing requirements (6 foot between judges and no grazing table) and limiting the number of entries. Contractor shall also meet and comply with any applicable requirements, orders and administrative procedures that may be in effect at the time of the event.
6. The performance requirements may be amended upon recommendation by the Contractor with the specific approval of the Mayor and City Council of the City of

North Kansas City, Missouri, as may be determined by the City to be necessary to ensure the health, safety and welfare of the public. The Contractor's stated primary goal is to assist various participating charities for sponsored prize money to help their respective organizations.

7. Upon the recommendation of the Contractor, no later than February 18, 2021 the City will announce the 2021 events outlined in this Agreement and whether the events will proceed as planned, be modified, or be cancelled entirely.

(Remainder of page intentionally left blank.)

Exhibit "C"

AFFIDAVIT TO COMPLY WITH § 285.530, MO. REV. STAT.
[For Contracts over \$5,000]

STATE OF MISSOURI }
COUNTY OF CLAY } 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 John D. Green, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is John Dwayne Green and I am currently the President of Northland Festivals (hereinafter “**Contractor**”), whose business address is 405 E. 19th Avenue, North Kansas City, Missouri 64116, and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.
3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of North Kansas City, Missouri, a political subdivision of the State of Missouri:

2021 Snake Saturday Parade and Related Festival Events

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

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

Further, Affiant saith not.

John D. Green

STATE OF MISSOURI }
 }
COUNTY OF CLAY } ss.

On this _____ day of November, 2020, before me personally appeared John D. Green, to me known to be the person who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS MY HAND and official seal in the county and state last aforesaid this _____ day of November, 2020.

Notary Public

My Commission Expires:

MEMORANDUM

TO: Mayor; City Councilmembers

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

RE: *Request for License Agreement by Gallery Lofts—License Agreement Authorizing Use of Certain City Right-of-Way Interests adjacent to Gallery Lofts Apartment Building to be Constructed at 1007 Armour Road*

DATE: November 17, 2020

CC: Eric Berlin, *City Administrator*

I. PURPOSE

GALLERY LOFTS INVESTOR PARTNER, LP, a Missouri limited partnership

Pursuant to the terms of the Development Agreement by and between the City of North Kansas City, Missouri, and Gallery Lofts Investor Partner, LP, dated as of November 3, 2020, Gallery Lofts Investor Partner, LP, a Missouri limited partnership (the “**Licensee**” or “**Gallery Lofts**”), has agreed to construct and operate a 49-unit apartment building with ground floor art space on certain real property legally described as Lot 1, NORTH KANSAS CITY GALLERY LOFTS, a subdivision in North Kansas City, Clay County, Missouri, according to the recorded plat thereof (the “**Property**”), and, in order to complete the project according to the plans filed with the City, the Licensee proposes to construct, install, maintain and use (a) a handrail, (b) concrete pads, and (c) underground irrigation conduit, as part of an entryway located immediately north of the building to be constructed on the Property (such handrail, concrete pads and underground irrigation conduit are collectively referred to as the “**Facilities**”). In order to accommodate the Armour Road entrance (both the stairs and the pad at the end of the handicap ramp running from the entrance to the west, after receiving a building permit from the City, the Licensee has requested to enter or encroach upon the City’s right-of-way for the purpose of constructing, installing, maintaining, and using the handrail, the concrete pads and an underground irrigation conduit, which would be located, at least partially, within the City’s Armour Road right-of-way. The encroachment area, however, would not affect the City’s sidewalk or Armour Road itself. The proposed Encroachment License Agreement (the “**Agreement**”) is attached to this memorandum, which includes appropriate architectural drawings showing the requested encroachment into City right-of-way. Moreover, an appropriate ordinance approving the Agreement is attached as well.

MEMO TO MAYOR AND CITY COUNCIL
RE: License Agreement for Gallery Lofts
1007 Armour Road
November 17, 2020

II. BACKGROUND INFORMATION

To accommodate the new apartment building to be constructed on the former White Castle property, Gallery Lofts seeks to encroach into the City right-of-way. The entrance way with the handrail protruding into the City's right-of-way can be seen on the architectural perspective drawing immediately below. Prior to undertaking any such construction, however, Gallery Lofts seeks the City's approval.



As can be seen on Exhibit B to the attached Agreement, the encroachment area is drawn in red. Gallery Lofts is requesting approval of a license agreement to allow them to construct, install, maintain and use handrail, concrete pads and the underground irrigation conduit on the adjacent City right-of-way, which is immediately north of the Gallery Lofts property line. Please note that the closing has not yet taken place on the sale of the property to Gallery Lofts from the City. It is anticipated, however, that closing will occur prior to the next City Council meeting and it is, therefore, important to move forward at this time since the property will be deeded back to the City for Chapter 100 bond purposes.

By way of background information regarding license agreements in general, from time to time, businesses and individuals request permission from the City to use or encroach upon City right-of-way for various reasons—almost always with the purpose of allowing an existing parcel of real property to be put to a higher and better use. For example, a property owner seeks to construct a new building on vacant ground, but needs some additional space to accommodate an entrance to and exit from the building, which would encroach on existing City right-of-way. The

MEMO TO MAYOR AND CITY COUNCIL
RE: License Agreement for Gallery Lofts
1007 Armour Road
November 17, 2020

property owner realizes that it will need the permission of the City to enter upon the City's right-of-way. Without the City's permission to enter upon City right-of-way, the better and higher use of the property cannot occur.

The question then becomes "how does a city address such a problem to allow the landowner to more effectively use and develop the property?" Typically, the way this is handled is by the municipality considering the grant of some form of permission to legally enter upon city right-of-way or possibly some other city real property interest. The form of permission is generally referred to as a "License Agreement," an "Encroachment License Agreement" or an "Encroachment Agreement."

III. THE LICENSE AGREEMENT

What is a license agreement? In a broad sense, a license is simply an authority or permission to do what is otherwise wrongful or illegal and, in ordinary usage, it extends to the document certifying or recording that the appropriate permission has been given by the competent authority. A license is normally created where a person is granted the right to use premises without becoming entitled to exclusive possession of them—this is important to the City. If the agreement is merely for the use of the property in a certain way and on certain terms while the property remains in the owner's possession and control, the agreement operates as a license. Significantly, a license does not create any estate or interest in the property to which it relates. It only makes an act lawful which otherwise would be unlawful. A license, with respect to real property, is the authority to do an act with respect to the land which would otherwise constitute a trespass. A license does not pass an interest in the property. Rather, it is only a personal privilege with respect to the land. In order to help avoid a misunderstanding of the parties, and with a desire to reduce the risk for litigation to determine the intent of the parties, it is advisable that any license granted by the City be reduced to writing.

Why require a license agreement? If the City grants a landowner a license to come upon and use or encroach upon the public right-of-way, the City needs a written license agreement, approved by the City Council, outlining the legal requirements of the licensee (the party being given permission to enter upon and use the public right-of-way in some manner) in being granted the license. For example, some significant aspects of a license agreement require (a) the licensee to indemnify and hold harmless the licensor (in this case, the City); and (b) the licensee to provide appropriate liability insurance naming the City as an additional named insured in the event some accident takes place within the public right-of-way where the license has been granted. There are, of course, other important requirements set out in the license agreement. The City needs protection and the ability to terminate the license at any time.

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

AN ORDINANCE ADOPTING AND APPROVING A LICENSE AGREEMENT BY AND BETWEEN THE CITY OF NORTH KANSAS CITY, MISSOURI, AND GALLERY LOFTS INVESTOR PARTNER, LP (“GALLERY LOFTS”), REGARDING REAL PROPERTY GENERALLY LOCATED IMMEDIATELY NORTH OF THE REAL PROPERTY GENERALLY DESCRIBED AS 1007 ARMOUR ROAD IN THE CITY OF NORTH KANSAS CITY, MISSOURI.

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

WHEREAS, pursuant to the terms of a certain Development Agreement by and between the City of North Kansas City, Missouri, and Gallery Lofts Investor Partner, LP, dated as of November 3, 2020, Gallery Lofts Investor Partner, LP (the “**Licensee**”) has agreed to construct and operate a 49-unit apartment building with ground floor art space on certain real property legally described as Lot 1, NORTH KANSAS CITY GALLERY LOFTS, a subdivision in North Kansas City, Clay County, Missouri, according to the recorded plat thereof (the “**Property**”), and, in order to complete the project according to the plans filed with the City, Licensee proposes to construct, install, maintain and use (a) a handrail, (b) concrete pads, and (c) underground irrigation conduit, as part of an entryway located immediately north of the building to be constructed on the Property (such handrail, concrete pads and underground irrigation conduit, collectively, the “**Facilities**”); and

WHEREAS, Licensee has requested permission of the City to enter onto certain right-of-way belonging to the City for the purpose of installing, maintaining and using the Facilities, all as described in the Encroachment License Agreement (the “**Agreement**”), which is the subject of this ordinance; and

WHEREAS, Licensee desires a license to use such right-of-way belonging to the City for the construction, installation, maintenance and use of the Facilities for the purpose of providing an entrance to and exit from the building.

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

Section 1. Approving License Agreement. The City Council does hereby find and determine that Gallery Lofts Investor Partner, LP, a Missouri limited partnership, has requested permission to construct, install, maintain, use and remove at the sole cost and expense of Gallery Lofts Investor Partner, LP, the Facilities upon City right-of-way in accordance with the Agreement. A copy of said Encroachment License Agreement is attached hereto and is incorporated herein by reference.

Section 2. Authorization of Agreement. The City Council hereby authorizes the City to enter into the Agreement with Gallery Lofts Investor Partner, LP, regarding the license to use

certain City right-of-way, which Agreement shall be in substantially the form of “Exhibit 1”, attached hereto and incorporated herein by reference. The terms and provisions of the Agreement referred to in Section 1 hereof are hereby approved and adopted by the City Council of the City of North Kansas City, Missouri, on behalf of said City. The Mayor and City Clerk are hereby authorized and directed to execute the Agreement on behalf of the City of North Kansas City, Missouri.

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

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

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

Section 6. Effective Date. This Ordinance shall be in full force and effect, after compliance with all governing laws, rules, and regulations, upon passage by the City Council and approval by the Mayor.

PASSED this 17th day of November, 2020.

Don Stielow, *Mayor*

ATTEST:

Crystal, Doss, *City Clerk*

APPROVED this 17th day of November, 2020.

Don Stielow, *Mayor*

APPROVED AS TO FORM:

Anthony Bologna, *City Attorney*

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

EXHIBIT “1”

ENCROACHMENT LICENSE AGREEMENT

THIS ENCROACHMENT LICENSE AGREEMENT (this “**Agreement**”) made as of the ____ day of November, 2020 (the “**Effective Date**”), between the **CITY OF NORTH KANSAS CITY, MISSOURI**, a Missouri municipal corporation and political subdivision of the State of Missouri (the “**City**”), and **GALLERY LOFTS INVESTOR PARTNER, LP, A MISSOURI LIMITED PARTNERSHIP** (“**Licensee**”), whose address is c/o Yarco-Devco, L.L.C., 7920 Ward Parkway, Kansas City, MO 64114. The City and the Licensee are individually referred to as a “**Party**” and are collectively referred to as the “**Parties**”.

RECITALS

THE PARTIES HERETO enter into this Agreement on the basis of the following facts, understandings, and intentions:

WHEREAS, pursuant to the terms of a certain Development Agreement by and between the City of North Kansas City, Missouri, and Gallery Lofts Investor Partner, LP, dated as of November 3, 2020, Gallery Lofts Investor Partner, LP has agreed to construct and operate a 49-unit apartment building with ground floor art space on certain real property legally described as Lot 1, NORTH KANSAS CITY GALLERY LOFTS, a subdivision in North Kansas City, Clay County, Missouri, according to the recorded plat thereof (the “**Property**”), and, in order to complete the project according to the plans filed with the City, Licensee proposes to construct, install, maintain and use (a) a handrail, (b) concrete pads, and (c) underground irrigation piping, as part of an entryway located immediately north of the building to be constructed on the Property (such handrail, concrete pads and underground irrigation piping, collectively, the “**Facilities**”);

WHEREAS, a portion of the Facilities will, as constructed, encroach upon the City’s public street right-of-way immediately contiguous to the north boundary of the Property known as Armour Road as generally described on “Exhibit A” attached hereto (the “**Premises**”);

WHEREAS, the proposed location of the Facilities in the Premises are identified on and are depicted on the architectural drawings collectively attached hereto as Exhibit B and incorporated herein by reference; and

WHEREAS, Licensee desires to obtain from City and City desires to grant to Licensee a license to use the Premises for the construction, installation, maintenance, and/or use of the Facilities.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing recitals and the covenants and promises contained herein, and for other good and valuable consideration, the

receipt and sufficiency of which is hereby acknowledged, the City hereby permits and grants to Licensee, insofar as the City has the right and legal capacity to do so, without warranty and subject to all encumbrances, covenants and easements to which the City's title may be subject, the right to use and occupy the Premises for the construction, installation, maintenance, and use of the Facilities, upon the following terms and conditions:

1. Encroachment License. The City hereby grants to Licensee a revocable license (the "**License**") to construct, install, maintain and use the Facilities. Nothing herein shall be deemed to allow the Licensee to expand the Facilities or make any other use of the Premises without the express, written permission of the City.

2. Use and Condition of the Premises. The Premises shall be used by Licensee only for the construction, installation, maintenance, and use of the Facilities and for no other purpose without the prior written consent of the City, which consent may be withheld by the City at its sole discretion. Licensee accepts the Premises in their current "as is" condition, as suited for the License, and without the benefit of any improvements to be constructed by the City.

3. Installation of the Facilities; City Support. Licensee shall, at its expense, install, construct, maintain, operate, use and remove the Facilities on a lien-free basis as to the Premises and in such a manner as will not otherwise interfere with any other operations of the City, or endanger any persons or property within the City. Such installation, construction, maintenance, operation, use and removal of the Facilities shall be in accordance with (a) the drawings attached to this Agreement and any other reasonable specifications prescribed by the City; (b) applicable laws, regulations, ordinances and other requirements of federal, state and local governmental authorities; (c) all requirements and regulations of the City, present and future; and (d) applicable specifications and requirements of the North Kansas City Public Works Department and the Community Development Department. Any change to the character, capacity or use of the Facilities shall require execution of a new agreement or an appropriate amendment to this Agreement.

4. Term and Termination. The License shall commence on the date Licensee's contractor receives a building permit from the City for construction of the apartment building described above and shall remain in effect until terminated as set forth herein. In addition to the explicit termination rights set forth in Section 17, the License, this Agreement and the privilege it confers may be revoked and terminated at the option of either the City or the Licensee at any time by giving sixty (60) days' written notice to the other party, and upon the expiration of said sixty (60) days after service of said notice, this License and the privilege hereby granted shall be absolutely terminated and extinguished.

It is expressly understood and agreed by the Parties that neither party hereto shall be relieved by the termination or expiration of this Agreement of any obligation which shall have accrued thereunder prior to such termination.

5. Assumption of Risk. Unless caused solely by the willful misconduct of the City, Licensee hereby assumes all risk of damage to the Facilities and Licensee's other property relating to its use and occupation of the Premises or business carried on the Premises and any

defects to the Premises; and Licensee hereby indemnifies the City, its officers, officials, agents and employees from and against any liability for such damage.

6. Entry upon Premises. Licensee hereby grants to the City, its officials, employees, agents and representatives the absolute right at any time to enter upon the Premises for the purposes of inspecting the Facilities and the Premises.

7. Rules and Regulations. The Premises and Facilities shall at all times be kept in good and safe condition and repair and comply with all applicable laws, statutes, regulations, and rules of federal, state and local authorities having jurisdiction. In the event of concurrent jurisdiction of any federal, state, and/or local authority(ies), the Premises and Facilities shall comply with the more restrictive requirements.

8. City Requirements. The Premises and Facilities shall, at a minimum: (a) not in any way adversely affect any utility, fiber optic line, or sewer system or any other public works activities or projects; (b) not affect the property of any third parties, as well as other property of the City; (c) not cause any erosion or sedimentation; (d) be maintained in a safe and secure condition; (e) not inhibit movement along other property and right-of-way owned or controlled by the City; (f) not in any way adversely affect any underground line or utility; and (g) not be a threat to public safety.

9. Liens; Taxes. Licensee will not permit any mechanic's liens or other liens to be placed upon the Premises, and nothing in this Agreement shall be construed as constituting the consent or request of the City, express or implied, to any person for the performance of any labor or the furnishing of any materials to the Premises, nor as giving Licensee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that could give rise to any mechanic's liens or other liens against the Premises. In addition, Licensee shall be liable for all taxes levied or assessed against the Facilities and any other equipment or other property placed by Licensee within the Premises. In the event that any such lien shall attach to the Premises or Licensee shall fail to pay such taxes, then, in addition to any other right or remedy available to the City, the City may, but shall not be obligated to, discharge the same. Any amount paid by the City for any of the aforesaid purposes, together with related court costs, attorneys' fees, fines and penalties, shall be paid by Licensee to the City within ten (10) days after the City's demand therefore.

10. Indemnification. Licensee hereby agrees to indemnify, defend (with counsel reasonably acceptable to the City), and hold harmless the City, its officers, officials, agents and employees, from and against any and all liabilities, claims, losses, damages, expenses (including attorneys' fees) or costs for personal injuries (including death) and property damage to whomsoever or whatsoever occurring (hereinafter collectively called "**Losses**") that arise in any manner from (a) the installation, construction, maintenance, operation, presence, use or removal of, or the failure to properly install, construct, maintain, operate, use or remove, the Facilities, or (b) any act, omission or neglect of Licensee, its agents, servants, employees or contractors in connection therewith. Licensee's indemnity obligations under this Agreement shall survive the expiration or termination of this Agreement with respect to occurrences which shall have accrued prior to such expiration or termination of this Agreement.

11. Insurance.

(a) Without limiting in any manner the liabilities and obligations assumed by Licensee under any other provision of this Agreement, and as additional protection to the City, Licensee shall, at its expense, procure and maintain with insurance companies reasonably satisfactory to the City, the following insurance policies or be self-insured in an amount equal to or exceeding the limits set forth below:

(i) Prior to the installation and/or use of the Facilities, and for the entire period of this Agreement, Licensee, and each of its contractors while performing work on the Premises, shall at its sole cost and expense procure and maintain for the course of the Agreement, a Commercial General Liability Insurance policy having minimum limits of One Million Dollars (\$1,000,000) for the injury to or death of one person and Two Million Dollars (\$2,000,000) for injury to or death of two or more persons in any one accident and One Million Dollars (\$1,000,000) for damage to property. Licensee shall name the City as an additional insured in such policy and such policy shall be in a form acceptable to the City.

(b) A company authorized to write such insurance in Missouri shall write such policy of insurance. Licensee shall furnish the City with a certificate of such policy in a form reasonably satisfactory to the City on an annual basis. Licensee shall provide advance written notice to the City before the policy is cancelled, materially changed, or not renewed. The City reserves the right to reject insurance or insurers tendered by Licensee. In the event such insurance or insurer is rejected, reasonable additional time (in the City's discretion) will be granted to Licensee to obtain alternative coverage acceptable to the City. All insurance required under the preceding subsection (a) shall be underwritten by insurers, and be of such form and content, as may be reasonably acceptable to the City.

(c) If an outside contractor is to install, maintain, operate, repair, renew, use, remove or relocate the Facilities on the Premises, then such contractor shall also provide to the City insurance in the same amounts and with the same requirements placed on Licensee for insurance in paragraph (a) of this Section 11, Insurance. The contractor shall not occupy the Premises until satisfactory proof of compliance of this provision shall have been furnished to and accepted by City.

12. Environmental Matters. Licensee assumes all responsibility for any environmental obligations imposed under applicable laws, regulations, ordinances or other requirements of federal, state and local governmental authorities relating to (a) the installation, construction, maintenance, operation or removal of the Facilities, including notification and reporting of any releases, and (b) any contamination of any property, water, air or groundwater arising or resulting, in whole or in part, from Licensee's operation or use of the Premises pursuant to this Agreement. In addition, Licensee shall obtain any necessary permits to install, construct, maintain, operate or remove the Facilities. Licensee agrees to indemnify, defend (with counsel approved by City), and hold harmless the City from and against any and all fines,

penalties, demands or other Losses (including attorneys' fees) incurred by the City or claimed by any person, company or governmental entity relating to (a) any contamination of any property, water, air or groundwater due to the installation, operation, maintenance, use or presence of the Facilities on the Premises; (b) Licensee's violation of any laws, regulations or other requirements of federal, state or local governmental authorities in connection with the use or presence of the Facilities on the Premises; or (c) any violation of Licensee's obligations imposed under this paragraph. Without limitation, this indemnity provision shall extend to any cleanup and investigative costs relating to any contamination of the Premises arising or resulting from, in whole or in part, Licensee's use of the Facilities or any other activities by or on behalf of Licensee occurring on or about the Premises. Licensee further agrees not to dispose of any trash, debris or wastes, including hazardous waste, on the Premises and will not conduct any activities on the Premises which would require a hazardous waste treatment, storage or disposal permit. Licensee shall not be responsible for any contamination of the Premises existing prior to the installation of the Facilities.

13. Assignments and Other Transfers.

(a) Licensee shall not assign, transfer, sell, mortgage, encumber, sublease or otherwise convey (whether voluntarily, involuntarily or by operation of law) this Agreement or any interest therein, nor license, mortgage, encumber or otherwise grant to any other person or entity (whether voluntarily, involuntarily or by operation of law) any right or privilege in or to the Premises (or any interest therein), in whole or in part, without the prior written consent of the City, which consent will be at the discretion of the City. Any such assignment or other transfer made without the City's prior written consent shall be null and void and, at the City's option, shall constitute an immediate default of this Agreement. Nevertheless, the City hereby consents to an assignment of the License Agreement to (i) Gallery Lofts Investor Partner, LP as a tenant under a lease agreement with the City provided for pursuant to the Chapter 100 Plan for the Project referenced in the Development Agreement between the City and Gallery Lofts Investor Partner, LP, (ii) the purchaser of all or substantially all of Licensee's assets, and (iii) the successor by reason of a merger or consolidation involving Licensee.

(b) The City shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in or to the Premises. From and after the effective date of any such assignment or transfer, the City shall be released from any further obligations hereunder; and Licensee shall look solely to such successor-in-interest of the City for the performance of the obligations of "the City" hereunder.

14. Meaning of "City". The word "City" as used herein shall include any other company or entity whose property at the aforesaid location may be leased or operated by the City. Said term also shall include the City's officers, officials, agents and employees.

15. Default; Remedies.

(a) The following events shall be deemed to be events of default by Licensee under this Agreement:

(i) Licensee shall fail to pay any sum of money due hereunder and such failure shall continue for a period of twenty (20) days after the due date thereof;

(ii) Licensee shall fail to comply with any provision of this Agreement not requiring the payment of money, all of which terms, provisions and covenants shall be deemed material, and such failure shall continue for a period of thirty (30) days after written notice of such default is delivered to Licensee;

(iii) Licensee shall become insolvent or unable to pay its debts as they become due, or Licensee notifies the City that it anticipates either condition;

(iv) Licensee takes any action to, or notifies the City that Licensee intends to file a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any State thereof; or a petition shall be filed against Licensee under any such statute; or

(v) A receiver or trustee shall be appointed for Licensee's license interest hereunder or for all or a substantial part of the assets of Licensee, and such receiver or trustee is not dismissed within sixty (60) days of the appointment.

(b) Upon the occurrence of any event or events of default by Licensee, whether enumerated in this Section 15 or not, the City shall have the option to pursue any remedies available to it at law or in equity without any additional notices to Licensee. The City's remedies shall include, but not be limited to, the following: (i) termination of this Agreement, in which event Licensee shall immediately surrender the Premises to the City; (ii) entry into or upon the Premises to do whatever Licensee is obligated to do under the terms of this License, in which event Licensee shall reimburse the City on demand for any expenses which the City may incur in effecting compliance with Licensee's obligations under this License, but without rendering the City liable for any damages resulting to Licensee or the Facilities from such action; and (iii) pursuit of all other remedies available to the City at law or in equity, including, without limitation, injunctive relief of all varieties.

16. Right of the City to Use. The City, as licensor, excepts and reserves the right, to be exercised by the City and any other parties who may obtain written permission or authority from the City:

(a) to maintain, renew, use, operate, change, modify and relocate any existing pipe, water line, sewer line, fiber optic line, power, communication lines and appurtenances and other facilities or structures of like character upon, over, under or across the Premises;

(b) to construct, maintain, renew, use, operate, change, modify and relocate any street, sidewalk, alley, road, utility or additional facilities or structures upon, over, under or across the Premises; or

(c) to use the Premises in any manner as the City in its sole discretion deems appropriate, provided the City uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified herein.

The City shall exercise its rights under this Section 16 in such fashion as to minimize interference with Licensee's operation of the Facilities.

17. The City Termination Right. Notwithstanding anything to the contrary in this Agreement, the City shall have the right to terminate this Agreement, the License and the rights granted hereunder, after delivering to Licensee written notice of such termination no less than thirty (30) days prior to the effective date thereof, upon the occurrence of anyone or more of the following events:

(a) If Licensee shall discontinue the use or operations of the Facilities; or

(b) If the City shall be required by any governmental authority having jurisdiction over the Premises to remove, relocate, reconstruct or discontinue operation of any sewer or water system or any fiber optic system or line on or about the Premises; or

(c) If the City, in the good faith judgment of its City Council, shall require a change in the location of other City operations on or about the location of the Facilities or the Premises that might effectively prohibit the use or operation of the Facilities; or

(d) If the City, in the good faith judgment of its City Council, determines that the maintenance or use of the Facilities unduly interferes with the operation and maintenance of the facilities of the City, or with the present or future use of such property by the City, its lessees, affiliates, successors or assigns, for their respective purposes.

Neither party hereto shall be relieved by the termination of this Agreement of any obligation which shall have accrued thereunder prior to such termination.

18. Condemnation. If the Premises or any portion thereof shall be taken or condemned in whole or in part for public purposes, or sold in lieu of condemnation, then this Agreement and the rights granted to Licensee hereunder shall, at the sole option of the City, forthwith cease and terminate. All compensation awarded for any taking (or sale proceeds in lieu thereof) shall be the property of the City, and Licensee shall have no claim thereto, the same being hereby expressly waived by Licensee.

19. Incorporation. Each and all of the recitals set forth at the beginning of this instrument are hereby incorporated herein by reference. Each exhibit referenced herein and attached hereto is hereby incorporated herein by this reference.

20. Removal of Facilities; Survival. The Facilities are and shall remain the personal property of Licensee. Upon the expiration or termination of this Agreement, Licensee shall remove the Facilities, as well as any other equipment and/or materials, installed under this Agreement from the Premises within sixty (60) days after such expiration or termination. In

performing such removal, unless otherwise directed by the City, Licensee shall restore the Premises to the same condition as existed prior to the installation or placement of the Facilities. In the event Licensee shall fail to so remove the Facilities, as well as any other equipment and/or materials, installed under this Agreement, the Facilities, as well as any other equipment and/or materials, shall be deemed to have been abandoned by Licensee, and the same shall become the property of the City for the City to use, remove, destroy or otherwise dispose of at its discretion and without responsibility for accounting to Licensee therefore; provided, however, in the event the City elects to remove the Facilities, as well as any other equipment and/or materials, the City, in addition to any other legal remedy it may have, shall have the right to recover from Licensee all costs incurred in connection with such removal and the restoration of the Premises. Notwithstanding anything to the contrary contained in this Agreement, the expiration or termination of this Agreement, whether by lapse of time or otherwise, shall not relieve Licensee from Licensee's obligations accruing prior to the expiration or termination date, and such obligations shall survive any such expiration or other termination of this Agreement.

21. Nuisance. Licensee shall not create or permit to be created or to exist in or about said Facility any nuisance, public or private, during the continuance of this Agreement, and Licensee hereby agrees to save and keep harmless the City, its officers, agents, servants, officials, and employees, from any suit or claim growing out of any nuisance arising from the presence, use or operation of the Facilities or Licensee's violation of any applicable laws, ordinances or governmental regulations, including, without limitation, laws, ordinances and governmental regulations controlling air, water, noise, solid waste and other pollution.

22. Repairs to the Facilities: Except in the case of an emergency, it may be necessary to make any repairs to or renewals of the Facilities in or upon the premises of the City, such repairs or renewals shall be made under the supervision and control of the Director of Public Works of the City, or his duly authorized agent, at the sole expense of the Licensee, in such a manner as to interfere as little as possible with the property of the City, and the Licensee shall, at the sole cost and expense of the Licensee, restore the premises of the City to the same or as good as condition as they were in prior to the making of such repairs, or renewals; or the City may, at its election, make such repairs or renewals and the expense thereof shall be paid to it by the Licensee.

23. Entire Agreement. This Agreement contains the entire agreement of the City and Licensee and supersedes any prior understanding or agreement between the City and Licensee respecting the specific subject matter hereof; and no representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this Agreement shall be of any force or effect.

24. Attorneys' Fees. If suit is brought to interpret or enforce the Agreement, the prevailing party in such action shall be entitled to recover its litigation expenses, including its reasonable attorneys' fees.

25. Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall

not be affected thereby; and it is also the intention of the Parties to this Agreement that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

26. Modifications; Waiver; Successors and Assigns. This Agreement may not be altered, changed or amended, except by instrument in writing signed by both parties hereto. No provision of this Agreement shall be deemed to have been waived by the City unless such waiver shall be in a writing signed by the City and addressed to Licensee, nor shall any custom or practice that may evolve between the Parties in the administration of the terms hereof be construed to waive or lessen the right of the City to insist upon the performance by Licensee in strict accordance with the terms hereof. The terms and conditions contained in this Agreement shall apply to, inure to the benefit of, and be binding upon the Parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. If there shall be more than one Licensee, the obligations hereunder imposed upon Licensee shall be joint and several.

27. Notice. Any and all other notices, demands or requests by or from the City to Licensee, or Licensee to the City, shall be in writing and shall be sent by (a) postage paid, certified mail, return receipt requested, or (b) a reputable national overnight courier service with receipt therefore, or (c) personal delivery, and addressed in each case as follows:

If to the City:

CITY OF NORTH KANSAS CITY
2010 Howell
North Kansas City, Missouri 64116
Attn: *City Administrator*

with a copy to:

City of North Kansas City, Missouri
Attention: City Counselor
2010 Howell Street
North Kansas City, Missouri 64116

and

Bryan Cave Leighton Paisner LLP
Attention: Stephen S. Sparks
1200 Main Street, Suite 3800
Kansas City, Missouri 64105

If to Licensee:

Gallery Lofts Investor Partner, LP
c/o YARCO-DEVCO, L.L.C.
7920 Ward Parkway
Kansas City, MO 64114
Attn: Manager

with a copy to:

Levy Craig Law Firm
4520 Main Street, Suite 1600
Kansas City, Missouri 64111
Attention: Scott E. Seitter

Either party may, by notice in writing, direct that future notices or demands be sent to a different address. All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection).

28. Limitations of Grant. Licensee acknowledges that the license granted hereunder is a quitclaim grant, made without covenants, representations or warranties with respect to the City's (a) right to make the grant, (b) title in the Premises, or (c) right to use or make available to others the Premises for the purposes contemplated herein. The City is the owner and/or holder of the Premises subject to the terms and limitations under which it is owned or held, including without limitation conditions, covenants, restrictions, easements (including any pre-existing easements or licenses), rights-of-way, encroachments, leases, licenses, permits, mortgages, indentures, reversionary interests, fee interests, zoning restrictions and other burdens and limitations, of record and not of record, and to rights of tenants and licensees in possession, and Licensee agrees that the rights licensed hereunder are subject and subordinate to each and all of the foregoing. Licensee accepts this grant knowing that others may claim that the City has no right to make it, and Licensee agrees to release, hold harmless and indemnify (and, at the City's election, defend, at Licensee's sole expense, with counsel approved by the City) the City, its officers, officials, agents and employees, from and against any detriments to, or liabilities of, any type or nature arising from such claims, including punitive damages (if allowed by law against municipalities) and any forfeitures declared or occurring as a result of this grant.

29. Limitations Upon Damages. Notwithstanding any other provision of this Agreement, the City shall not be liable for breach of this Agreement or under this Agreement for any consequential, incidental, exemplary, punitive, special, business damages or lost profits, as well as any claims for death, personal injury, and property loss and damage which occurs by reason of, or arises out of, or is incidental to the interruption in or usage of the Facilities placed upon or about the Premises by Licensee, including without limitation any damages under such claims that might be considered consequential, incidental, exemplary, punitive, special, business damages or lost profits.

30. No Warranties. The City's duties and warranties are limited to those expressly stated in this Agreement and shall not include any implied duties or implied warranties, now or in the future, no representations or warranties have been made by the City other than those contained in this Agreement. Licensee hereby waives any and all warranties, express or implied, with respect to the Premises or which may exist by operation of law or in equity, including, without limitation, any warranty of merchantability, habitability or fitness for a particular purpose.

31. Personal Property Waiver. All personal property, including, but not limited to, fixtures, equipment, or related materials upon the Premises will be at the risk of Licensee only,

and no indemnitee will be liable for any damage thereto or theft thereof, whether or not due in whole or in part to the negligence of any indemnitee.

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

33. Recordation. It is understood and agreed that this License shall be recorded with the county recorder of deeds.

34. Miscellaneous. All exhibits, attachments, riders and addenda referred to in this License are incorporated into this Agreement and made a part hereof for all intents and purposes. Time is of the essence with regard to each provision of this Agreement. Each covenant of the City and Licensee under this Agreement is independent of each other covenant under this Agreement. No default in performance of any covenant by a party shall excuse the other party from the performance of any other covenant.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument, in duplicate, as of the day and year first above written.

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

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

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

By: _____
Jonathan Cohn, *Manager*

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

ATTEST:

Crystal Doss, *City Clerk*

By: _____
Don Stielow, *Mayor*

ACKNOWLEDGMENT

STATE OF MISSOURI }
COUNTY OF _____ } ss.

On this _____ day of November, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Jonathan R. Cohn, to me personally known, who being by me duly sworn, did say that he is the Manager of GALLERY LOFTS INVESTOR PARTNER, LP, a Missouri limited partnership, and acknowledged that he executed the same as the free act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public in and for said County and State

My term expires: _____

ACKNOWLEDGEMENT

STATE OF MISSOURI }
COUNTY OF CLAY } ss.

On this _____ day of November, 2020, before me, the undersigned, a notary public in and for said County and State, appeared Don Stielow, who being by me duly sworn did say that he is the Mayor of the CITY OF NORTH KANSAS CITY, MISSOURI, that the seal affixed hereto is the corporate seal of said City, and that this instrument was signed and sealed on behalf of the City by authority of its City Council and Don Stielow acknowledges the instrument to be the free act and deed of the City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public in and for said County and State

My Commission Expires: _____

Exhibit A

Description of Premises

(1007 Armour Road Right-of-Way Encroachment—North side to proposed building—
Facilities Description)

Commencing at the northwest corner of Lot 1, NORTH KANSAS CITY GALLERY LOFTS, a subdivision in North Kansas City, Clay County, Missouri, according to the recorded plat thereof; thence easterly along the north property line of said Lot 1 a distance of 38 feet to the point of beginning; thence easterly along said Lot's north property line a distance of 40 feet; thence north at a right angle 4 feet; thence west and parallel to said Lot's north property line a distance of 40 feet; thence south at a right angle a distance 4 feet to the point of beginning.

(Remainder of this page intentionally left blank)

Exhibit B

Drawing Showing Premises and Architect's Drawings of Premises

(See attached Drawing)

DETAIL A, THIS SHEET

NW
Cor. →

38'-0"

POB*

4'-0"

40'-0"

4'-0"

25.93'

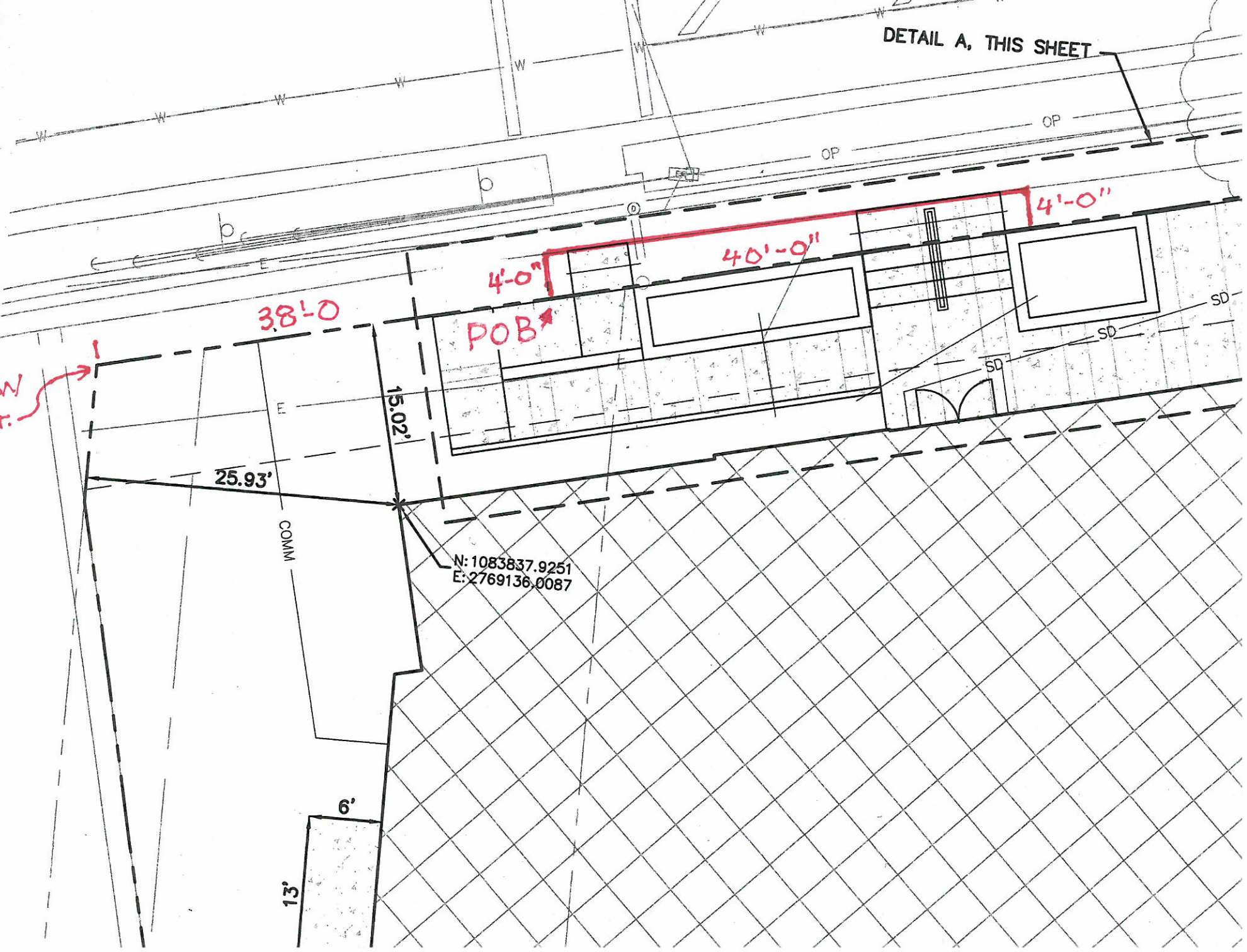
15.02'

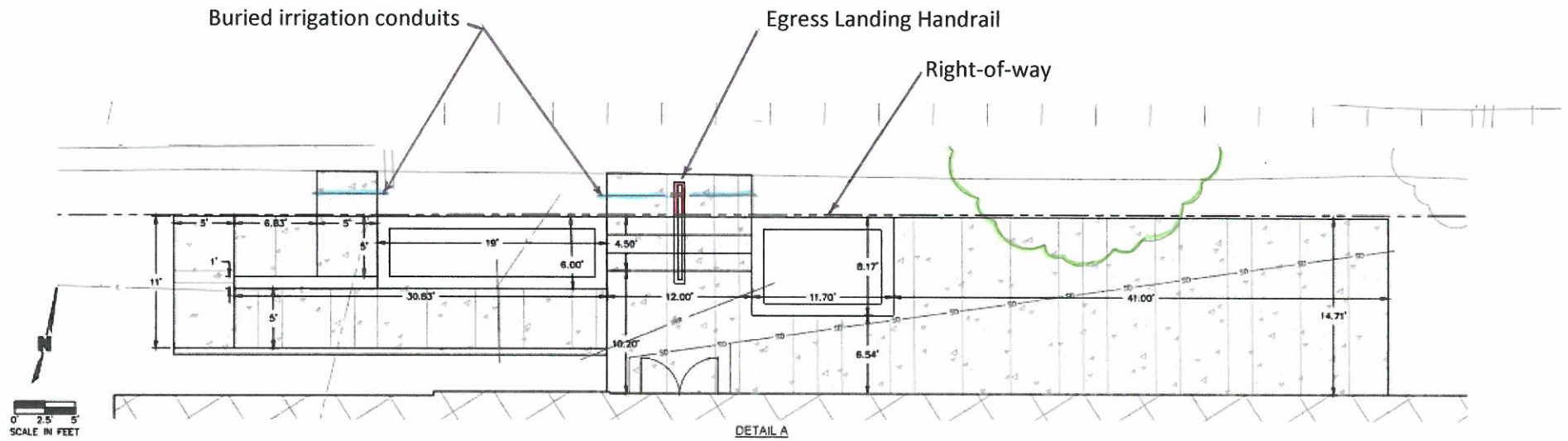
COMM

N: 1083837.9251
E: 2769136.0087

13'

6'





YAEGER-ARCHITECTURE
 Gallery Loft Plan Sheet C4.00 (Detail A)

Armour Road Right-of-Way Encroachment

1. Egress Landing Handrail encroachment a maximum of 3.5-feet onto the right-of-way.
2. Buried irrigation conduits

MEMORANDUM



TO: Mayor and City Council

FROM: Eric Berlin, City Administrator

DATE: November 17, 2020

RE: Eighth Amendment to Employment Agreement for Public Works Director

Before the City Council is an ordinance to amend the employment agreement of Patrick Hawver, the City's Public Works Director. The amendment provides Mr. Hawver with an increase to his current salary 2.82%, the amount he is entitled to for someone in his position in his pay quartile who has earned a rating of "Meets Expectations," based on the budgeted FY 2021 increase for all City employees. This follows the same process as for other City employees.

This particular amendment modifies Mr. Hawver's employment agreement only at Section 3.1 (Compensation). No other changes to the employment agreement are recommended.

**AN ORDINANCE APPROVING AND ADOPTING THE EIGHTH AMENDMENT/
ADDENDA TO EMPLOYMENT AGREEMENT BY AND BETWEEN THE CITY OF
NORTH KANSAS CITY, MISSOURI, AND PATRICK A. HAWVER, PUBLIC WORKS
DIRECTOR.**

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

WHEREAS, the City and Patrick A. Hawver (“**Employee**”), entered into that certain Employment Agreement dated February 5, 2013 (the “**Employment Agreement**”), which was previously amended most recently by Ordinance No. 9142; and

WHEREAS, the City and Employee desire, by the attached amendment, to amend the Employment Agreement and previous 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 Eighth 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 Eighth Amendment/Addenda to Employment Agreement (the “**Eighth Amendment**”) with Patrick A. Hawver, who is employed with the City of North Kansas City, Missouri as its Public Works Director. A copy of the Eighth Amendment is attached hereto, marked “Exhibit A”, and is incorporated herein by reference. The provisions of the Eighth Amendment are hereby approved and adopted by the City Council of the City of North Kansas City, Missouri. The Mayor and City Clerk are hereby authorized and directed to execute the Eighth 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 19th day of November, 2020.

Don Stielow, *Mayor*

ATTEST:

Crystal Doss, *City Clerk*

APPROVED this 19th day of November, 2020.

Don Stielow, *Mayor*

APPROVED AS TO FORM:

Anthony W. Bologna, *City Attorney*

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

EXHIBIT “A”

EIGHTH AMENDMENT/ADDENDA TO EMPLOYMENT AGREEMENT

THIS EIGHTH AMENDMENT/ADDENDA (this “**Eighth Amendment**”) is to that certain Employment Agreement dated the 5th day of February, 2013 (“**Employment Agreement**”), previously amended, by and between the CITY OF NORTH KANSAS CITY, MISSOURI, a Missouri municipal corporation (the “**Employer**”), and PATRICK A. HAWVER (the “**Employee**”), for the employment of the Employee by the Employer as Public Works Director.

IT IS HEREBY UNDERSTOOD and agreed that the following changes are incorporated into and made a part of the aforementioned Employment Agreement:

Section 3.0 COMPENSATION

3.1 Base Salary: Employer agrees to pay Employee an annual base salary of One Hundred Eighteen Thousand Seven Hundred Eight and No/100 Dollars (\$118,708) payable in installments at the same time that the other employees of the Employer are paid. This salary shall become effective December 21, 2020.

FULL FORCE AND EFFECT. Except as modified by this Eighth Amendment, the Employment Agreement, as previously amended, shall remain in full force and effect and all other terms and provisions of the Employment Agreement are hereby reaffirmed and ratified.

DATED this _____ day of November, 2020.

(Employer)

(Employee)

CITY OF NORTH KANSAS CITY, MISSOURI

By _____
Don Stielow, *Mayor*

Patrick A. Hawver

MEMORANDUM



TO: Mayor and City Council

FROM: Eric Berlin, City Administrator

DATE: November 17, 2020

RE: Eighth Amendment to Employment Agreement for Public Works Director

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NORTH KANSAS CITY, MISSOURI, AND PATRICK A. HAWVER, PUBLIC WORKS
DIRECTOR.**

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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 19th day of November, 2019.

Don Stielow, *Mayor*

ATTEST:

Crystal Doss, *City Clerk*

APPROVED this 19th day of November, 2019.

Don Stielow, *Mayor*

APPROVED AS TO FORM:

Anthony W. Bologna, *City Attorney*

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

EXHIBIT “A”

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FULL FORCE AND EFFECT. Except as modified by this Eighth Amendment, the Employment Agreement, as previously amended, shall remain in full force and effect and all other terms and provisions of the Employment Agreement are hereby reaffirmed and ratified.

DATED this _____ day of November, 2020.

(Employer)

(Employee)

CITY OF NORTH KANSAS CITY, MISSOURI

By _____
Don Stielow, *Mayor*

Patrick A. Hawver

MEMORANDUM



TO: Honorable Mayor Stielow & City Council Members

FROM: Pat Hawver, Director of Public Works

DATE: November 17, 2020

RE: Resolution – 2021 Household Hazardous Waste Agreement

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

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

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

North Kansas City's cost for participation in this year's program is \$4,846.03, which is based upon a per capita rate of \$1.07. This amount to participate is the same as last year's amount because the rate did not change, and the population is based on the 2018 Census figure of 4,529 which is the same population used last year.

RESOLUTION NO. 20-074

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

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

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

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

WHEREAS, North Kansas City's cost for participation in the 2021 Household Hazardous Waste Program is \$4,846.03, which is based upon a rate of \$1.07 per capita and an estimated population of 4,529.

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

1. The City Council does hereby find and determine that it is in the best interest of the City of North Kansas City, Missouri, to enter into an agreement with Mid-America Regional Council Solid Waste Management District for a one-year period beginning January 1, 2021, at the cost of \$4,846.03. A copy of said agreement is attached hereto and incorporated herein by reference.
2. The provisions of said agreement are hereby approved and adopted by the City Council of the City of North Kansas City, Missouri. The Mayor and City Clerk are hereby authorized and directed to execute said contract on behalf of the City of North Kansas City, Missouri.

DONE this 17th day of November, 2020.

Donald Stielow, *Mayor*

ATTEST:

Crystal Doss, *City Clerk*

2021

Intergovernmental Agreement between the MARC Solid Waste Management District and North Kansas City, Missouri relating to the Regional Household Hazardous Waste Collection Program

This Agreement is entered into pursuant to Missouri Revised Statutes Section 70.210 *et seq.*

Whereas, Cass, Clay, Jackson, Platte, and Ray Counties and the City of Kansas City have formed the MARC Solid Waste Management District (SWMD) pursuant to Sections 260.300 through 260.345 of the Revised Statutes of Missouri (1986 & Cum. Supp. 1990) and the members of the SWMD include most cities within the member counties; and

Whereas the City of Kansas City, Missouri (Kansas City) operates a permanent Household Hazardous Waste facility located at 4707 Deramus, Kansas City, Missouri, and operates outreach sites for collection of Household Hazardous Waste (HHW) at various locations and on various dates; and

Whereas, the City of Lee's Summit, Missouri operates a permanent Household Hazardous Waste Facility located at 2101 SE Hamblen Road, Lee's Summit; and

Whereas, Kansas City and Lee's Summit have made these HHW collection facilities available for use by members of the SWMD and the SWMD, Kansas City and Lee's Summit have agreed to create a regional household hazardous waste program for the benefit of all members of the SWMD; and

Whereas North Kansas City, Missouri (sometimes referred to in this Agreement as the "Participating Member") intends to participate in the Regional HHW Collection Program;

Therefore, the SWMD and the Participating Member agree that participation in the Regional HHW Collection Program shall be on the following terms and conditions:

I *Definitions*

Household Hazardous Waste (HHW) shall mean waste that would be classified as hazardous waste by 40 CFR 261.20 through 261.35 but that is exempt under 40 CFR 261.4 (b) (1) (made applicable in Missouri by 10 CSR 25-4.261) because it is generated by households. Examples include paint products, household cleaners, automotive fluids, pesticides, batteries, and similar materials. A determination of whether any material meets this definition shall be made by Kansas City.

II *Effective Date*

North Kansas City, Missouri agrees to participate in the Regional HHW Collection Program for a one-year period beginning on January 1, 2021.

III *Termination*

A. Budget Limitations. This Agreement and all obligations of the Participating Member and the SWMD arising therefrom shall be subject to any limitation imposed by budget law. The parties represent that they have within their respective budgets sufficient funds to discharge the obligations and duties assumed and sufficient funds for the purpose of maintaining this Agreement. This Agreement shall be deemed to terminate by operation of law on the date of expiration of funding.

B. Termination of regional program. If the regional household hazardous waste program is terminated prior to the expiration of this Agreement, the SWMD shall refund the amount paid by the participating member, less the cost of services provided prior to termination of the regional program. The cost of services shall be assessed at seventy-five dollars (\$75.00) for each vehicle belonging to a resident of the participating member that has been served prior to the termination of the program, not to exceed the amount paid by the participating member.

- volunteers or workers to conduct traffic control, survey participating residents, stack latex paint and automotive batteries, and assist with non-hazardous waste removal and bulking of motor oil;
- means of limiting the vehicles to a number negotiated by Kansas City and the SWMD (estimated to be either 200, 300, or 400 vehicles per outreach collection);
- a forklift and forklift operator available at the opening and closing of the event; and
- access to residents of any city or county that is also a participating member.

VI Reports

The SWMD will provide to the Participating Member quarterly reports on the operations of the Kansas City and Lee's Summit permanent facilities and on the operations of the outreach collections, based on information provided to the SWMD by Kansas City and Lee's Summit. The quarterly reports shall include the following information:

- Total number vehicles using each facility (permanent or mobile) on a quarterly basis;
- Number of vehicles from each participating member using the facility;
- An end-of-the-year summary report including waste composition and disposition.
- Each program year the district will provide brochures which include facility hours of operation, mobile event schedule, and contact information

VII Insurance

A. *Insurance.* The SWMD agrees that, pursuant to the terms of its Agreement with Kansas City, Kansas City shall maintain liability insurance related to the outreach collection sites under which the community where the site is located shall be named as an additional insured.

VIII Legal Jurisdiction

Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the parties.

MARC Solid Waste Management District:

Participating Member:

_____ Date: _____

_____ Date : _____

Doug Wylie, Chair

Print Name

Print Title

2021 Regional Household Hazardous Waste Collection Program			
	Attachment 1	2018	\$1.07
	Community	Population Estimates	per capita
1	Archie	1,207	\$ 1,291.49
2	Belton	23,598	\$ 25,249.86
3	Blue Springs	55,104	\$ 58,961.28
4	Buckner	3,031	\$ 3,243.17
5	Camden Point	546	\$ 584.22
6	Claycomo Village	1,494	\$ 1,598.58
7	Cleveland	663	\$ 709.41
8	Dearborn	526	\$ 562.82
9	Drexel	949	\$ 1,015.43
10	Edgerton	606	\$ 648.42
11	Excelsior Springs	11,646	\$ 12,461.22
12	Ferrelview	801	\$ 857.07
13	Garden City	1,635	\$ 1,749.45
14	Gladstone	27,317	\$ 29,229.19
15	Glenaire	581	\$ 621.67
16	Grain Valley	14,277	\$ 15,276.39
17	Grandview	24,962	\$ 26,709.34
18	Greenwood	5,781	\$ 6,185.67
19	Hardin	537	\$ 574.59
20	Harrisonville	10,088	\$ 10,794.16
21	Kearney	10,457	\$ 11,188.99
22	Lake Lotawana	2,107	\$ 2,254.49
23	Lake Tapawingo	721	\$ 771.47
24	Lake Waukomis	927	\$ 991.89
25	Lake Winnebago	1,187	\$ 1,270.09
26	Lawson	2,399	\$ 2,566.93
27	Liberty	31,779	\$ 34,003.53
28	Loch Lloyd	768	\$ 821.76
29	Lone Jack	1,306	\$ 1,397.42
30	North Kansas City	4,529	\$ 4,846.03
31	Oak Grove	8,182	\$ 8,754.74
32	Orrick	803	\$ 859.21
33	Parkville	6,949	\$ 7,435.43
34	Peculiar	5,323	\$ 5,695.61
35	Platte City	4,668	\$ 4,994.76
36	Pleasant Hill	8,639	\$ 9,243.73
37	Pleasant Valley	3,057	\$ 3,270.99
38	Raymore	21,784	\$ 23,308.88
39	Raytown	28,993	\$ 31,022.51
40	Richmond	5,634	\$ 6,028.38
41	Riverside	3,453	\$ 3,694.71
42	Smithville	10,249	\$ 10,966.43
43	Sugar Creek	3,277	\$ 3,506.39
44	Weatherby Lake	2,037	\$ 2,179.59
45	Weston	1,808	\$ 1,934.56
46	Wood Heights	685	\$ 732.95
47	Unincorporated Cass County	25,166	\$ 26,927.62
48	Unincorporated Clay County	16,157	\$ 17,287.99
49	Unincorporated Jackson Co.	23,018	\$ 24,629.26
50	Unincorporated Platte County	29,159	\$ 31,200.13
51	Unincorporated Ray County	11,440	\$ 12,240.80

Source: marc.org/data&economy/MetroDataline/Currentpopulationdata

MEMORANDUM



TO: Mayor and City Council

FROM: Crystal Doss, City Clerk

DATE: November 17, 2020

RE: Ordinance Calling for the April Election

Before each election, the City is required to pass an ordinance calling for that election. Attached is the ordinance calling for the General Election to be held on April 6, 2021. This year's election will be for a two-year term to fill the seats currently held by Bryant DeLong, Jesse Smith, Richard Stewart and Thomas Farr; for a one-year term to fill the seat currently held by Amie Clarke; and for a four-year term for the office of mayor. The filing for declaration of candidacy will be from 8:00 AM on December 15, 2020 and closes at 5:00 PM on January 19, 2021.

Please contact me if you have any questions.

AN ORDINANCE CALLING FOR A GENERAL ELECTION TO BE HELD ON APRIL 6, 2021, FOR THE PURPOSE OF ELECTING ONE QUALIFIED COUNCILMEMBER FROM EACH OF THE FOUR WARDS, ONE QUALIFIED COUNCILMEMBER FROM WARD 4 TO SERVE A ONE-YEAR TERM, AND THE MAYOR IN THE CITY OF NORTH KANSAS CITY, MISSOURI.

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

WHEREAS, each year there is a general municipal election for the purpose of electing qualified residents to serve in various elective offices within the City; and

WHEREAS, on April 6, 2021, there is a need to hold a general municipal election for the purpose of electing a qualified resident from each of the City’s four wards to serve as a member of the City Council, a qualified resident from Ward 4 to serve a 1-year term as a member of the City Council, and a qualified resident at large to serve as the Mayor.

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

Section 1. A municipal non-partisan general election shall be held on Tuesday, April 6, 2021, in the City of North Kansas City, Missouri, for the purpose of electing one person to the office of Councilmember from each of the City’s four wards, one person from Ward 4 to serve a one-year term to the office of Councilmember, and one person to the office of Mayor.

Section 2. The said municipal general election shall be held in accordance with the laws of the State of Missouri and Ordinances of the City of North Kansas City, Missouri, and such election shall be conducted by the Clay County Board of Election Commissioners. The filing of declaration of candidacy may begin not earlier than 8:00 a.m. on Tuesday, December 15, 2020, and will be accepted until 5:00 p.m. on Tuesday, January 19, 2021.

Section 3. At or before 5:00 p.m. on January 26, 2021, the City Clerk shall give notice of the said municipal general election to the Clay County Board of Election Commissioners, including a sample ballot duly certifying the candidates at the said election.

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. 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 17th day of November, 2020.

Don Stielow, *Mayor*

ATTEST:

Crystal Doss, *City Clerk*

APPROVED this 17th day of November, 2020

Don Stielow, *Mayor*

APPROVED AS TO FORM:

Anthony W. Bologna, *City Attorney*

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

MEMORANDUM

TO: Mayor; City Councilmembers

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

RE: *Proposed Third Amendment to Contract Services Agreement for Appraisal Services with Al Donoho d/b/a Donoho Appraisals*

DATE: November 17, 2020

CC: Eric Berlin, *City Administrator*; Sara Copeland, *Community Development Director*

On September 17, 2019, the City Council passed and the Mayor approved Resolution No. 19-064, which approved a certain Contract Services Agreement for Appraisal services (the “**Agreement**”) with Al Donoho d/b/a Donoho Appraisals (the “**Appraiser**”). On September 18, 2019, the City subsequently entered into the Agreement with the Appraiser for appraisal and right-of-way agent services related to the Burlington Corridor Complete Street Project (the “**Project**”). On April 7, 2020, the City Council passed and the Mayor approved Resolution No. 20-020, approving the First Amendment to the Agreement, which is dated April 8, 2020; a Second Amendment was approved by Resolution No. 20-053 on August 4, 2020. Though the Appraiser has completed all appraisals for the various parcels of property involved in the Project, additional time is still needed to complete all of the Appraiser’s services under the Agreement. City staff is still working on completion of all required easement descriptions and forms in cooperation with the project engineer and the appraiser. All of the remaining work and services will not be able to be completed by the end of the term set forth in the Second Amendment to the Agreement (*viz.*, November 18, 2020).

City Staff recognized this problem in completing the work and services as provided for in the Agreement, as amended, and contacted Mr. Donoho regarding an additional extension of time under the contract. The proposed Third Amendment/Addendum to the Agreement (the “**Third Amendment**”) contains a somewhat arbitrary date as the proposed new end of the term and at which time all work is to be completed. The new date assumes, of course, that the state of emergency ends at some time in the reasonably foreseeable future. It is possible, however, that additional time may be needed.

As stated at the time the Agreement was approved, no offers to acquire right-of-way or easements will be made without review and approval by the City Council.

MEMO TO MAYOR AND CITY COUNCIL
RE: Appraisal Services (Donoho)—3rd Amendment
November 17, 2020

Please feel free to contact either Sara or me should you have any questions or comments.

RESOLUTION NO. 20-075

A RESOLUTION APPROVING THIRD AMENDMENT/ADDENDUM TO CONTRACT SERVICES AGREEMENT FOR APPRAISAL SERVICES WITH AL DONOHO

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

WHEREAS, on September 17, 2019, the City adopted Resolution No. 19-064, approving a certain Contract Services Agreement for Appraisal Services (the “**Agreement**”) with Al Donoho d/b/a Donoho Appraisals (the “**Appraiser**”); and

WHEREAS, on April 7, 2020, the City adopted Resolution No. 20-020, approving the First Amendment to Contract Services Agreement for Appraisal Services (the “**First Amendment**”) with Al Donoho d/b/a Donoho Appraisals (the “**Appraiser**”); and

WHEREAS, on August 4, 2020, the City adopted Resolution No. 20-053, approving the Second Amendment to Contract Services Agreement for Appraisal Services (the “**Second Amendment**”) with Al Donoho d/b/a Donoho Appraisals (the “**Appraiser**”); and

WHEREAS, due to unforeseen circumstances that have arisen the work cannot be completed during the time period set forth in the First and Second Amendments to the Agreement and, therefore, the parties agree that it is appropriate to extend the term of the Agreement; and

WHEREAS, the City and the Appraiser now desire to enter into the Third Amendment to the Agreement pursuant to the terms and conditions set forth therein.

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

Section 1. Authorization and Approval of Second Amendment. The City Council hereby authorizes the City to enter into the Third Amendment/Addendum to the Contract Services Agreement for Appraisal Services with Al Donoho, all as set forth in the attached Third Amendment, which Third Amendment shall be in substantially the form of “**Exhibit 1**”, attached hereto and incorporated herein by reference. The City Council hereby approves the Third Amendment.

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

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

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

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

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

DONE this 17th day of November, 2020.

Don Stielow, *Mayor*

ATTEST:

Crystal Doss, *City Clerk*

**THIRD AMENDMENT/ADDENDUM TO
CONTRACT SERVICES AGREEMENT FOR APPRAISAL SERVICES**

THIS THIRD AMENDMENT/ADDENDUM (this “**Third Amendment**”) is to that certain Contract Services Agreement for Appraisal Services dated September 18, 2019 (the “**Agreement**”), as previously amended on April 8, 2020 and on August 4, 2020, 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 AL DONOHO d/b/a DONOHO APPRAISALS (the “**Appraiser**”).

IT IS HEREBY UNDERSTOOD and agreed that the following changes are incorporated into and made a part of the Agreement:

1. Paragraph 4.1 of the Agreement is hereby amended to read as follows:

4.1 **Term.** Unless earlier terminated in accordance with Section 4.2 below, this Agreement shall continue in full force until June 16, 2020, unless all services have been completed prior thereto.

ALL OTHER terms and conditions of the aforementioned Contract Services Agreement for Appraisal Services remain unchanged.

DATED this ____ day of November, 2020.

AL DONOHO d/b/a DONOHO APPRAISALS

CITY OF NORTH KANSAS CITY, MISSOURI

Al Donoho

Date

Don Stielow, *Mayor*

Date

BILL NO. 7565

ORDINANCE NO. 9362

**AN ORDINANCE AUTHORIZING PAYMENT FOR CERTAIN ACCOUNTS
DUE AND PAYABLE BY THE CITY THROUGH NOVEMBER 13, 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	155,735.36
B. Payroll Transfers	387,707.41
C. Transportation Sales Tax	47,569.36
D. Convention & Tourism	1,500.00
E. Gaming Fund	33,969.65
F. Community Center	50,743.00
G. Water Fund	375,129.75
H. Sewerage System Fund	59,853.98
I. Pension Fund	—
J. Northgate Capital Project	—
K. Health Fund	—
L. COVID19 Grants & Disburse	140,000.00
	<u>\$ 1,252,208.51</u>

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

PASSED this 17th day of November , 2020

Mayor

APPROVED this 17th day of November , 2020

Mayor

ATTEST:

City Clerk

PAYMENT ORDINANCE DETAIL FOR NOVEMBER 13, 2020

	VISA WIRE	CHECK/DRAFT	TOTAL
GENERAL FUND	\$ -	155,735.36	155,735.36
PARKS & RECREATION	-	12,841.86	12,841.86
LIBRARY	-	3,941.78	3,941.78
TRANSPORTATION	-	47,569.36	47,569.36
CONVENTION & TOURISM	-	1,500.00	1,500.00
GAMING FUND	-	33,969.65	33,969.65
NORTHGATE CAPITAL PROJECT	-	—	—
HEALTH FUND	-	—	—
WATER	-	375,129.75	375,129.75
SEWER	-	59,853.98	59,853.98
COMMUNITY CENTER	-	50,743.00	50,743.00
COVID19 Grants & Disburse	-	140,000.00	140,000.00
PENSION	-	—	—
REPORT SUB-TOTAL	\$ -	\$ 881,284.74	\$ 881,284.74

PAYROLL TRANSFERS THROUGH NOVEMBER 13, 2020 387,707.41

Total Payments **\$ 1,268,992.15**

Less Parks & Library (16,783.64)

ORDINANCE TOTAL **\$ 1,252,208.51**



Expense Approval Report

By Segment (Select Below)

Payment Dates 11/4/2020 - 11/18/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MO DEPT SALES TAX	October 2020	10/31/2020	October 2020 Sales Taxes	60-2050	7,328.78
CITY OF NORTH KANSAS CITY	INV0001327	11/11/2020	FLEX DC	10-2266	384.60
CITY OF NORTH KANSAS CITY	INV0001327	11/11/2020	FLEX MEDICAL	10-2267	711.59
CITY OF NORTH KANSAS CITY	INV0001327	11/11/2020	FLEX MEDICAL	20-2267	95.00
CITY OF NORTH KANSAS CITY	INV0001327	11/11/2020	FLEX MEDICAL	21-2267	103.85
CITY OF NORTH KANSAS CITY	INV0001327	11/11/2020	FLEX MEDICAL	22-2267	38.46
CITY OF NORTH KANSAS CITY	INV0001327	11/11/2020	FLEX MEDICAL	60-2267	150.00
USBANK - INSTITUTIONAL T	INV0001328	11/11/2020	P&F PENSION FIRE-EE	10-2251	4,320.34
USBANK - INSTITUTIONAL T	INV0001328	11/11/2020	P&F PENSION POLICE-EE	10-2251	2,529.09
NATIONWIDE 457	NW 11-13-2020	11/11/2020	NATIONWIDE 457	10-2250	3,237.01
NATIONWIDE 457	NW 11-13-2020	11/11/2020	NATIONWIDE 457	10-2258	460.00
VOYA 457	VOYA 11-13-2020	11/11/2020	VOYA 457	10-2253	2,164.63
VOYA 457	VOYA 11-13-2020	11/11/2020	VOYA 457	20-2253	25.00
VOYA 457	VOYA 11-13-2020	11/11/2020	VOYA 457	21-2253	44.64
VOYA 457	VOYA 11-13-2020	11/11/2020	VOYA 457	22-2253	100.28
DAVID G A BECKER	190083298	11/12/2020	Bumgardner, Kyle R 1900832	10-3020	175.00
ICMA - RC RETIREMENT COM	ICMA 11-13-2020	11/12/2020	ICMA - EE	10-2252	9,071.07
ICMA - RC RETIREMENT COM	ICMA 11-13-2020	11/12/2020	ICMA - EE	10-2259	1,242.20
ICMA - RC RETIREMENT COM	ICMA 11-13-2020	11/12/2020	ICMA - EE	20-2252	286.23
ICMA - RC RETIREMENT COM	ICMA 11-13-2020	11/12/2020	ICMA - EE	21-2252	94.99
ICMA - RC RETIREMENT COM	ICMA 11-13-2020	11/12/2020	ICMA - EE	22-2252	400.28
ICMA - RC RETIREMENT COM	ICMA 11-13-2020	11/12/2020	ICMA - EE	60-2252	575.11
ICMA - RC RETIREMENT COM	ICMA 11-13-2020	11/12/2020	DEFERRED COMP	61-2252	169.09
ICMA - RC RETIREMENT COM	ICMA 11-13-2020	11/12/2020	ICMA	61-2259	39.96
					33,747.20

Department: 505 - ADMINISTRATION

TERRYBERRY COMPANY, LLC	H96868	11/10/2020	service award 2020 gifts for 2	10-505-5490	85.46
TERRYBERRY COMPANY, LLC	H96869	11/10/2020	service award 2020 gifts for 2	10-505-5490	68.22
VOYA 457	VOYA 11-13-2020	11/11/2020	VOYA 457	10-505-5210	104.16
ICMA - RC RETIREMENT COM	ICMA 11-13-2020	11/12/2020	DEFERRED COMP	10-505-5210	720.80
Department 505 - ADMINISTRATION Total:					978.64

Department: 506 - MUNICIPAL COURT

ICMA - RC RETIREMENT COM	ICMA 11-13-2020	11/12/2020	DEFERRED COMP	10-506-5210	68.42
Department 506 - MUNICIPAL COURT Total:					68.42

Department: 510 - FIRE

BLUE VALLEY PUBLIC SAFETY, I	15249	11/11/2020	Repair work to Siren 1 hour of	10-510-7210	879.00
ED M FELD EQUIPMENT CO IN	376033-IN	11/02/2020	Fire Radio Strap & Fire Radio	10-510-7010	421.00
DR STEVEN L RUSSELL	December 2020	11/02/2020	Medical Doctor Contract	10-510-5480	1,000.00
INNOVATIVE NETWORKS	101237	11/03/2020	Zoom Technical set-up for the	10-510-5426	145.00
MCKESSON MEDICAL-SURGIC	17067467	11/03/2020	Splint refill Fastplint	10-510-7011	109.95
MCKESSON MEDICAL-SURGIC	17068701	11/03/2020	Medical Supplies for patients	10-510-7011	108.79
MCKESSON MEDICAL-SURGIC	17068770	11/03/2020	HL Test, Calcium Chloride	10-510-7011	947.69
MCKESSON MEDICAL-SURGIC	17069012	11/03/2020	Blood Glucose test	10-510-7011	155.12
MCKESSON MEDICAL-SURGIC	17069239	11/03/2020	Backpack Statpak	10-510-7011	234.84
MEDICAL EQUIPMENT SOLUTI	184328	11/03/2020	Monthly Oxygen rental	10-510-7011	33.00
NORTH KANSAS CITY HOSPITA	222333	09/30/2020	FENTANYL	10-510-7011	26.72
ED M FELD EQUIPMENT CO IN	375905-IN	11/03/2020	907 Changed Eng oil & filter	10-510-7140	330.72
ED M FELD EQUIPMENT CO IN	375908-IN	11/03/2020	Installed TIC Charger	10-510-7140	110.00
DIAMOND MANUFACTURING	39966	11/03/2020	Extrication Hybrid Gloves	10-510-7010	200.00
HILLYARD INC	604113792	11/03/2020	Trash Liner 60 Gallon 4 cases	10-510-7014	174.80
MUNICIPAL EMERGENCY SER	IN1511251	09/30/2020	2 Bunker Coates 2 Bunker pan	10-510-7050	4,653.78
MUNICIPAL EMERGENCY SER	IN1511457	11/03/2020	Bunker Gear custom 10 sets	10-510-7050	23,317.72
CENTRAL JACKSON CO FPD	TC20-156	11/03/2020	Jake Long & Jordan Sands Par	10-510-5426	1,125.00

Expense Approval Report

Payment Dates: 11/4/2020 - 11/18/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MERITAS HEALTH CORP	INV0001325	11/09/2020	FD ANNUAL PHYSICALS	10-510-5440	1,308.00
MEDASSURE HEARTLAND LLC	109111	11/10/2020	Bio-Hazard waste removal	10-510-7011	41.20
MEDASSURE HEARTLAND LLC	109394	11/10/2020	Bio-Hazard waste removal sta	10-510-7011	41.20
OFFICE DEPOT INC	135050070001	11/10/2020	Copier Paper, Velcro Strips,	10-510-7001	44.27
MCKESSON MEDICAL-SURGIC	17071280	11/10/2020	Amiodarone	10-510-7011	109.92
MEDICAL EQUIPMENT SOLUTI	185003	11/10/2020	Monthly Renal & Hydrostatic t	10-510-7011	30.00
ED M FELD EQUIPMENT CO IN	376370-IN	11/10/2020	907 Removed knox box and ra	10-510-7140	385.00
ED M FELD EQUIPMENT CO IN	376371-IN	11/10/2020	909 Checked PSI, valve, and s	10-510-7140	2,263.00
BOUND TREE MEDICAL LLC	83834284	11/10/2020	Single limb circuit w/t Externa	10-510-7011	287.20
Johnson County Missouri Am	97	11/10/2020	Class for 2 Paramedics	10-510-5426	300.00
Office Essentials Inc	CIV1350512	11/10/2020	Quarterly Supplies for FD 1 &	10-510-7014	223.01
Office Essentials Inc	CIV1350715	11/11/2020	Toilet Tissue	10-510-7014	75.98
Office Essentials Inc	CIV1351210	11/10/2020	Quarterly Supplies for FD 1 &	10-510-7014	26.40
USBANK - INSTITUTIONAL T	INV0001328	11/11/2020	P&F PENSION FIRE-ER	10-510-5220	9,616.15
NATIONWIDE 457	NW 11-13-2020	11/11/2020	NATIONWIDE 457	10-510-5210	1,462.32
VOYA 457	VOYA 11-13-2020	11/11/2020	VOYA 457	10-510-5210	351.10
ICMA - RC RETIREMENT COM	ICMA 11-13-2020	11/12/2020	DEFERRED COMP	10-510-5210	1,390.64
Department 510 - FIRE Total:					51,928.52
Department: 515 - POLICE					
BORESOW CHEMICAL CO, INC	044238	11/03/2020	PLASTICWARE	10-515-6395	432.74
NECCO COFFEE INC	120573	11/03/2020	NECCO COFFEE 10-30-20	10-515-6395	102.72
ERGOMETRICS & APPL PERSO	139133	11/03/2020	APPLICANT TESTING	10-515-6324	276.80
SOLI'S PRINTING INC	167894	11/03/2020	EVIDENCE LABELS	10-515-7018	148.00
PROPRINT INC	177412	11/03/2020	ORDINANCE BOOKLETS	10-515-6395	252.82
EQUIFAX INFORMATION SERVI	6084624	11/03/2020	EQUIFAX OCT 2020	10-515-7018	75.33
INTERNATIONAL IDENTIFICATI	88246	11/04/2020	Freight on Pet Tags	10-515-7026	14.69
INTERNATIONAL IDENTIFICATI	88246	11/04/2020	200 Pet tags Orange #146 Qu	10-515-7026	50.00
NECCO COFFEE INC	121059	11/09/2020	COFFEE 11-06-2020	10-515-6395	60.90
Forensic Psychology Associate	843	11/09/2020	PSYCH TESTING YOUNG+4	10-515-6324	2,250.00
CLAY COUNTY SHERIFF DEPT	INV0001323	11/09/2020	INMATE HOUSING	10-515-7020	117.00
MERITAS HEALTH CORP	INV0001324	11/09/2020	MERITAS HEALTH CORP	10-515-5440	570.00
MERITAS HEALTH CORP	INV0001326	11/09/2020	Parks Physical	10-515-5440	34.00
USBANK - INSTITUTIONAL T	INV0001328	11/11/2020	P&F PENSION POLICE-ER	10-515-5220	5,595.30
VOYA 457	VOYA 11-13-2020	11/11/2020	VOYA 457	10-515-5210	221.35
ICMA - RC RETIREMENT COM	ICMA 11-13-2020	11/12/2020	DEFERRED COMP	10-515-5210	2,128.36
Department 515 - POLICE Total:					12,330.01
Department: 521 - BUILDINGS & GROUNDS					
GLAD RENTS INC	224514	09/30/2020	14" wacker rental for seal coa	10-521-8730	966.80
CENTRAL POWER SYSTEMS &	R114005574	09/30/2020	FD 2 generator unit randomly	10-521-7110	4,440.97
UniFirst Corporation #229	2822157	11/10/2020	bi-weekly mat service	10-521-7110	53.00
HI-GENE'S JANITORIAL SVC IN	67706	11/10/2020	monthly custodial CH & PD	10-521-6330	1,175.00
HI-GENE'S JANITORIAL SVC IN	67707	11/10/2020	monthly custodial CH & PD	10-521-6330	585.00
HI-GENE'S JANITORIAL SVC IN	67707	11/10/2020	Cleaning and restock supplies	10-521-7006	40.00
VOYA 457	VOYA 11-13-2020	11/11/2020	VOYA 457	10-521-5210	61.75
ICMA - RC RETIREMENT COM	ICMA 11-13-2020	11/12/2020	DEFERRED COMP	10-521-5210	109.87
Department 521 - BUILDINGS & GROUNDS Total:					7,432.39
Department: 524 - CONVENTION & TOURISM					
River North District	2nd Saturday's	11/04/2020	Second Saturday's Tourism Gr	24-524-6090	1,500.00
Department 524 - CONVENTION & TOURISM Total:					1,500.00
Department: 525 - PUBLIC WORKS ADMIN					
VOYA 457	VOYA 11-13-2020	11/11/2020	VOYA 457	10-525-5210	74.33
ICMA - RC RETIREMENT COM	ICMA 11-13-2020	11/12/2020	DEFERRED COMP	10-525-5210	187.31
Department 525 - PUBLIC WORKS ADMIN Total:					261.64
Department: 526 - COMMUNITY DEVELOPMENT					
GALLS LLC	016477270	11/04/2020	Uniforms for Tauvasa	10-526-7050	29.10
MYSIDWALK INC	31902	11/04/2020	Mysidewalk 20/21	10-526-6090	6,500.00
ICMA - RC RETIREMENT COM	ICMA 11-13-2020	11/12/2020	DEFERRED COMP	10-526-5210	327.18
Department 526 - COMMUNITY DEVELOPMENT Total:					6,856.28

Expense Approval Report

Payment Dates: 11/4/2020 - 11/18/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 533 - INTERDEPARTMENTAL					
SPIRE MISSOURI INC	10/27/2020	10/27/2020	Service from 9/26-10/27/20 V	10-533-6720	305.00
Evergy	11/02/2020	10/31/2020	9/30-10/31/20 Services Acct	10-533-6710	441.11
LIFTOFF LLC	5419REN2020	11/02/2020	ANNUAL OFFICE365 LICENSE	10-533-6115	28,662.00
127 SWIFT LLC	December 2020	11/02/2020	Clay/Swift & Armour/18th Par	10-533-6130	350.00
Expressive LLC	Cares Grant Award	11/04/2020	Cares Grant Award	19-533-6395	5,000.00
Zach Henderson	Cares Grant Award	11/04/2020	Cares Grant Award	19-533-6395	5,000.00
Beckett Trading Company LLC	Cares Grant Award	11/04/2020	Cares Grant Award	19-533-6395	2,500.00
Chang Hyun Jeong	Cares Grant Award	11/04/2020	Cares Grant Award	19-533-6395	5,000.00
BSmithmier LLC	Cares Grant Award	11/04/2020	Cares Grant Award	19-533-6395	5,000.00
CALIBRATION 119 BREWERY	Cares Grant Award	11/04/2020	Cares Grant Award	19-533-6395	5,000.00
AMERICAN FUSION LLC	Cares Grant Award	11/04/2020	Cares Grant Award	19-533-6395	5,000.00
Lois Gutierrez	Cares Grant Award	11/04/2020	Cares Grant Award	19-533-6395	5,000.00
Norma Sullivan	Cares Grant Award	11/04/2020	Cares Grant Award	19-533-6395	5,000.00
Cowbell llc	Cares Grant Award	11/04/2020	Cares Grant Award	19-533-6395	5,000.00
Steven J Sirois	Cares Grant Award	11/04/2020	Cares Grant Award	19-533-6395	5,000.00
McKenzie Stanley	Cares Grant Award	11/04/2020	Cares Grant Award	19-533-6395	5,000.00
Helen's J.A.D. Bar	Cares Grant Award	11/04/2020	Cares Grant Award	19-533-6395	5,000.00
Local Seasons Catering & Even	Cares Grant Award	11/04/2020	Cares Grant Award	19-533-6395	3,750.00
Kimberly Kaser-Gaston	Cares Grant Award	11/04/2020	Cares Grant Award	19-533-6395	5,000.00
Silvios Foods LLC	Cares Grant Award	11/04/2020	Cares Grant Award	19-533-6395	5,000.00
EXHIBIT ASSOCIATES INC	Cares Grant Award	11/04/2020	Cares Grant Award	19-533-6395	5,000.00
Kind Food LLC	Cares Grant Award	11/04/2020	Cares Grant Award	19-533-6395	5,000.00
Jeffrey C Schotland	Cares Grant Award	11/04/2020	Cares Grant Award	19-533-6395	3,750.00
KEH LLC	Cares Grant Award	11/04/2020	Cares Grant Award	19-533-6395	5,000.00
Scimeca's Online Retail Marke	Cares Grant Award	11/04/2020	Cares Grant Award	19-533-6395	5,000.00
BMAR Entertainment, LLC	Cares Grant Award	11/04/2020	Cares Grant Award	19-533-6395	5,000.00
Duc Tran	Cares Grant Award	11/04/2020	Cares Grant Award	19-533-6395	5,000.00
RoKC LLC	Cares Grant Award	11/04/2020	Cares Grant Award	19-533-6395	5,000.00
Evergy	11/06/2020	11/05/2020	10/6-11/5/20 Services Acct #	10-533-6710	87.24
McGee Associates LLC	Cares Grant Award	11/05/2020	Cares Grant Award	19-533-6395	5,000.00
Jasmine Verela	Cares Grant Award	11/05/2020	Cares Grant Award	19-533-6395	5,000.00
Ktay LLC	Cares Grant Award	11/05/2020	Cares Grant Award	19-533-6395	5,000.00
Treasures of the Past LLC	Cares Grant Award	11/05/2020	Cares Grant Award	19-533-6395	5,000.00
Amy Goldman	Cares Grant Award	11/05/2020	Cares Grant Award	19-533-6395	5,000.00
DIV OF EMPLOYMENT SECURI	INV0001322	11/05/2020	Q3 2020 Payment	10-533-5120	1,235.02
JIM'S DISPOSAL SERVICE LLC	53387	11/10/2020	solid waste services for city a	10-533-6750	20,503.56
Department 533 - INTERDEPARTMENTAL Total:					191,583.93
Department: 535 - GAMING					
ROSEHILL GARDENS INC	82534854	09/30/2020	comptroller and boring projec	25-535-8700	4,447.03
GALLS LLC	BC1217249	10/23/2020	PERAFLES M16/M4 TRIPLE M	25-535-8750	790.00
Storsafe IV LLC	December 2020	11/02/2020	18th & Clay Parking Lot Rent	25-535-8770	400.00
OLSSON ASSOCIATES	364496-6	11/04/2020	Work Order 6	25-535-8700	665.45
AAA LAWNMOWER SALES & S	198756	11/10/2020	2 toro 52" KAW mowers	25-535-8750	25,490.97
COMMERCIAL LAWN CARE IN	2600	11/10/2020	one north mowing and put do	25-535-8700	2,176.20
Department 535 - GAMING Total:					33,969.65
Department: 540 - PARKS & RECREATION					
SPIRE MISSOURI INC	10/27/2020	10/27/2020	Service from 9/26-10/27/20 V	20-540-6720	167.83
Evergy	11/06/2020	11/05/2020	10/6-11/5/20 Services Acct #	20-540-6710	418.10
ICE MASTERS INC	00264478	11/09/2020	Monthly Ice Machine Rental	20-540-7110	130.00
OFFICE DEPOT INC	134992091001	11/09/2020	Office Supplies	20-540-7001	55.10
NATIONAL EXTERMINATING	2335240	11/09/2020	Monthly Pest Control Fee	20-540-7190	45.00
NATIONAL EXTERMINATING	2336150	11/09/2020	Monthly Pest Control-Parks &	20-540-7110	72.00
FRY & ASSOCIATES, INC	32022	09/30/2020	(8) Picnic Benches for Macken	20-540-7190	7,916.00
Fun Express LLC	705932185-01	11/09/2020	Supplies for Holiday Wonderla	20-540-6620	2,769.82
IDENTITY MARKETING GROUP	725779	11/09/2020	Staff Uniforms	20-540-7050	480.00
IDENTITY MARKETING GROUP	726090	11/09/2020	Staff Uniforms	20-540-7050	17.00
IDENTITY MARKETING GROUP	726129	11/09/2020	Staff Uniforms	20-540-7050	209.47
SHRED-IT US JV LLC	8180779757	11/09/2020	Monthly Shredding Fee	20-540-7110	5.58
VOYA 457	VOYA 11-13-2020	11/11/2020	VOYA 457	20-540-5210	25.00

Expense Approval Report

Payment Dates: 11/4/2020 - 11/18/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ICMA - RC RETIREMENT COM	ICMA 11-13-2020	11/12/2020	DEFERRED COMP	20-540-5210	124.73
Department 540 - PARKS & RECREATION Total:					12,435.63
Department: 543 - COMMUNITY CENTER					
YMCA OF GREATER KANSAS CI	INV0001329	11/12/2020	Third Quarter Operating Defic	63-543-6096	50,743.00
Department 543 - COMMUNITY CENTER Total:					50,743.00
Department: 550 - LIBRARY					
Blackstone Audio Inc.	1182370	09/30/2020	AUDIOVISUAL	21-550-7340	297.71
INGRAM LIBRARY SERVICES	46359650	09/30/2020	BOOKS	21-550-7370	61.07
MIDWEST TAPE LLC	99437087	09/30/2020	AUDIOVISUAL	21-550-7340	31.98
AT&T	10-19-2020	10/19/2020	10/19-11/18/20 Services Acct	21-550-6730	558.84
THE PITNEY BOWES BANK INC	10/25/2020	10/25/2020	October 2020 Charges Acct #8	21-550-7009	32.83
OCLC ONLINE COMPUTER LIB	1000079100	11/10/2020	Catalogig	21-550-7360	42.16
Scenic Regional Library	1172	11/10/2020	BOOKS	21-550-7370	30.94
SUMNERONE INC	2683975	11/10/2020	MAINT AGREEMENT	21-550-6110	43.67
WELLS FARGO FINANCIAL LEA	5012422795	11/10/2020	MAINT AGREEMENT	21-550-6110	92.00
UNIQUE MANAGEMENT SERV	580763	11/10/2020	SERVICES	21-550-6355	37.50
HI-GENE'S JANITORIAL SVC IN	67708	11/10/2020	CUSTODIAL	21-550-6330	1,335.00
HI-GENE'S JANITORIAL SVC IN	67708-1	11/10/2020	SUPPLIES	21-550-7110	454.20
DE LAGE LANDEN FINANCIAL	70077537	11/10/2020	MAINT AGREEMENT	21-550-6110	97.00
CENGAGE LEARNING INC	72534845	11/10/2020	BOOKS	21-550-7370	53.30
CENGAGE LEARNING INC	72586323	11/10/2020	BOOKS	21-550-7370	52.47
NORTH KC SECURITY PATROL	99442	11/10/2020	MAINT AGREEMENT	21-550-6110	30.00
Christine M Duer	CD10/20	11/10/2020	ADULT PROGRAM	21-550-7325	80.00
Joy J Hood	JH11/20	11/10/2020	ADULT PROGRAM	21-550-7325	228.00
VOYA 457	VOYA 11-13-2020	11/11/2020	VOYA 457	21-550-5210	44.64
ICMA - RC RETIREMENT COM	ICMA 11-13-2020	11/12/2020	DEFERRED COMP	21-550-5210	94.99
Department 550 - LIBRARY Total:					3,698.30
Department: 560 - WATER					
SPIRE MISSOURI INC	10/27/2020	10/27/2020	Service from 9/26-10/27/20 V	60-560-6720	314.87
MISSISSIPPI LIME CO	1516826	10/28/2020	Lime for water plant 3 loads	60-560-7005	5,150.92
MISSISSIPPI LIME CO	1516857	10/28/2020	Lime for water plant 3 loads	60-560-7005	5,179.85
MISSISSIPPI LIME CO	1516887	10/28/2020	Lime for water plant 3 loads	60-560-7005	5,192.26
HAWKINS INC	4817754	10/28/2020	CL2 for water plant	60-560-7005	1,192.56
KC WATER SERVICE DEPT	W041-21	10/28/2020	Laboratory services bac-ts	60-560-6430	165.00
KC WATER SERVICE DEPT	11-03-2020 72020422	10/29/2020	9/29-10/29/20 Services Acct	60-560-6740	446.42
KC WATER SERVICE DEPT	11/03/20 70327555	10/30/2020	9/29-10/30/20 Services Acct	60-560-6740	343.37
MEGA INDUSTRIES CORP	710 NKCW-20201031	11/10/2020	Water Treatment Plant Impro	60-560-8730	324,767.00
MISSOURI ONE CALL SYSTEM I	0100247	11/11/2020	October 2020 Utility Locate F	60-560-6090	178.75
MISSOURI WATER & WASTEW	14371	11/11/2020	Training Classes for Terry Mos	60-560-5426	435.00
KANSAS CITY WINWATER WO	271304	11/11/2020	Fire hydrant and parts	60-560-7150	9,250.00
KANSAS CITY WINWATER WO	271353	11/11/2020	Fire hydrant and parts	60-560-7150	265.50
HAWKINS INC	4825384	11/11/2020	CL2 for water plant	60-560-7005	1,192.56
FORTILINE INC	5110692	11/11/2020	Fire hydrant extension	60-560-7150	350.00
SIDENER ENVIRONMENTAL SV	525349	11/11/2020	New probes for lab trailer ana	60-560-7110	3,585.22
SIDENER ENVIRONMENTAL SV	525350	11/11/2020	installation of analyzer in lab t	60-560-7110	1,456.07
QUALITY PLUMBING INC	85674	11/11/2020	lime room drain unplugged	60-560-7110	140.00
QUALITY PLUMBING INC	86803	11/11/2020	lime room drain unplugged	60-560-7110	140.00
SCHULTE SUPPLY INC	S1166119.001	11/11/2020	Water pipe repair couplings	60-560-7150	571.32
CARUS CORP	SLS10087990	11/11/2020	PO4 for water plant	60-560-7005	6,334.47
ICMA - RC RETIREMENT COM	ICMA 11-13-2020	11/12/2020	DEFERRED COMP	60-560-5210	424.72
Department 560 - WATER Total:					367,075.86
Department: 570 - WATER POLLUTION CONTROL					
LETTS, VAN KIRK & ASSOCIATE	15069	09/01/2020	Repair Bedford List Station Pu	61-570-8770	49,081.93
KEY EQUIPMENT & SUPPLY C	261633	09/30/2020	Vactor truck repairs	61-570-7210	9,652.95
SPIRE MISSOURI INC	10/27/2020	10/27/2020	Service from 9/26-10/27/20 V	61-570-6720	291.03
CARRIER CORPORATION	90080793	11/10/2020	WPC install new thermostat	61-570-7110	354.78
BARBOUR CONCRETE CO	67691	11/11/2020	Sewer manhole lid	61-570-7157	117.77
ICMA - RC RETIREMENT COM	ICMA 11-13-2020	11/12/2020	DEFERRED COMP	61-570-5210	146.47
Department 570 - WATER POLLUTION CONTROL Total:					59,644.93

Expense Approval Report

Payment Dates: 11/4/2020 - 11/18/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 580 - TRANSPORTATION					
CUSTOM TREE CARE INC	19440	09/30/2020	tree trimming and removals	22-580-7181	4,020.00
SPIRE MISSOURI INC	10/27/2020	10/27/2020	Service from 9/26-10/27/20 V	22-580-6720	632.17
Evergy	11/02/2020	10/31/2020	9/30-10/31/20 Services Acct	22-580-6711	28,255.65
Evergy	11/02/2020	10/31/2020	9/30-10/31/20 Services Acct	22-580-6712	5,332.86
Evergy	11-03-2020	10/31/2020	10/1-11/2/20 Services Acct #	22-580-6710	33.90
101 LAND HOLDINGS LLC	December 2020	11/02/2020	Salt Barn Rent	22-580-6130	428.60
Evergy	11-04-2020	11/03/2020	10/4-11/3/20 Services Acct #	22-580-6710	35.04
Berry Companies Inc	03038726	11/10/2020	street sweeper repair	22-580-7140	1,092.50
ALLIED FENCE AND SECURITY	2-2403	11/10/2020	fence adjustment at street ba	22-580-7110	232.50
KEY EQUIPMENT & SUPPLY C	261742	11/10/2020	air filter	22-580-7140	185.98
T & M MOBILE SERVICE INC	36131	11/10/2020	Truck #11 oil leak repair	22-580-7140	2,071.67
J&D EQUIPMENT, INC.	38818	11/10/2020	snow plow parts	22-580-7120	2,068.17
CUSTOM LIGHTING SERVICES	76-1142339	11/10/2020	street light repairs	22-580-7184	717.87
CUSTOM LIGHTING SERVICES	76-1142340	11/10/2020	street light repairs	22-580-7184	809.47
CUSTOM LIGHTING SERVICES	76-1142343	11/10/2020	street light repairs	22-580-7184	759.12
VOYA 457	VOYA 11-13-2020	11/11/2020	VOYA 457	22-580-5210	60.17
ICMA - RC RETIREMENT COM	ICMA 11-13-2020	11/12/2020	DEFERRED COMP	22-580-5210	294.67
Department 580 - TRANSPORTATION Total:					47,030.34
Grand Total:					881,284.74

Report Summary

Fund Summary

Fund	Payment Amount
10 - GENERAL FUND	155,735.36
19 - COVID19 Grants and Disbursements	140,000.00
20 - PARKS & RECREATION	12,841.86
21 - LIBRARY	3,941.78
22 - TRANSPORTATION	47,569.36
24 - CONVENTION & TOURISM	1,500.00
25 - GAMING	33,969.65
60 - WATER FUND	375,129.75
61 - WATER POLLUTION CONTROL	59,853.98
63 - COMMUNITY CENTER	50,743.00
Grand Total:	881,284.74

Account Summary

Account Number	Account Name	Payment Amount
10-2250	NATIONWIDE EE CONTRI	3,237.01
10-2251	FIRE & POLICE PENSION	6,849.43
10-2252	ICMA EE CONTRIBUTION	9,071.07
10-2253	ING EE CONTRIBUTION	2,164.63
10-2258	ING EE ROTH CONTRIBU	460.00
10-2259	ICMA EE ROTH CONTRIB	1,242.20
10-2266	DEPENDENT CARE	384.60
10-2267	MEDICAL REIMBURSEM	711.59
10-3020	JUDICIAL EDUCATION RE	175.00
10-505-5210	CITY PAID DEFERRED CO	824.96
10-505-5490	PERSONNEL/BOARDS A	153.68
10-506-5210	CITY PAID DEFERRED CO	68.42
10-510-5210	CITY PAID DEFERRED CO	3,204.06
10-510-5220	PENSION EXPENSE	9,616.15
10-510-5426	TRAINING/TRAVEL APPO	1,570.00
10-510-5440	PHYSICALS & DRUG TEST	1,308.00
10-510-5480	PHYSICIAN FEES	1,000.00
10-510-7001	OFFICE SUPPLIES	44.27
10-510-7010	FIREFIGHTING SUPPLIES	621.00
10-510-7011	FIRST AID SUPPLIES	2,125.63
10-510-7014	QUARTERS MAINTENAN	500.19
10-510-7050	UNIFORMS	27,971.50
10-510-7140	VEHICLE MAINTENANCE	3,088.72
10-510-7210	MINOR EQUIPMENT	879.00
10-515-5210	CITY PAID DEFERRED CO	2,349.71
10-515-5220	PENSION EXPENSE	5,595.30
10-515-5440	PHYSICALS & DRUG TEST	604.00
10-515-6324	BOARDS EXPENSE	2,526.80
10-515-6395	OTHER SERVICES	849.18
10-515-7018	INVESTIGATIVE OPERATI	223.33
10-515-7020	DETENTION SUPPLIES	117.00
10-515-7026	ANIMAL CONTROL EXPE	64.69
10-521-5210	CITY PAID DEFERRED CO	171.62
10-521-6330	CUSTODIAL SERVICES	1,760.00
10-521-7006	CUSTODIAL SUPPLIES	40.00
10-521-7110	BUILDING MAINTENANC	4,493.97
10-521-8730	BUILDING IMPROVEME	966.80
10-525-5210	CITY PAID DEFERRED CO	261.64
10-526-5210	CITY PAID DEFERRED CO	327.18
10-526-6090	PROFESSIONAL SERVICE	6,500.00
10-526-7050	UNIFORMS	29.10
10-533-5120	UNEMPLOYMENT INSUR	1,235.02
10-533-6115	SOFTWARE MAINT & SE	28,662.00

Account Summary

Account Number	Account Name	Payment Amount
10-533-6130	RENTAL - PARKING LOTS	350.00
10-533-6710	ELECTRICITY	528.35
10-533-6720	GAS	305.00
10-533-6750	TRASH COLLECTION	20,503.56
19-533-6395	Other Services	140,000.00
20-2252	ICMA EE CONTRIBUTION	286.23
20-2253	ING EE CONTRIBUTION	25.00
20-2267	MEDICAL REIMBURSEM	95.00
20-540-5210	CITY PAID DEFERRED CO	149.73
20-540-6620	SPECIAL PARK EVENTS	2,769.82
20-540-6710	ELECTRICITY	418.10
20-540-6720	GAS	167.83
20-540-7001	OFFICE SUPPLIES	55.10
20-540-7050	UNIFORMS	706.47
20-540-7110	BUILDING MAINTENANC	207.58
20-540-7190	OTHER MAINTENANCE	7,961.00
21-2252	ICMA EE CONTRIBUTION	94.99
21-2253	ING EE CONTRIBUTION	44.64
21-2267	MEDICAL REIMBURSEM	103.85
21-550-5210	CITY PAID DEFERRED CO	139.63
21-550-6110	MAINTENANCE AGREEM	262.67
21-550-6330	CUSTODIAL SERVICES	1,335.00
21-550-6355	OTHER SERVICES	37.50
21-550-6730	TELEPHONE	558.84
21-550-7009	POSTAGE & METER EXPE	32.83
21-550-7110	BUILDING MAINTENANC	454.20
21-550-7325	ADULT PROGRAMMING	308.00
21-550-7340	AUDIOVISUAL	329.69
21-550-7360	CATALOGING & PROCESS	42.16
21-550-7370	BOOKS	197.78
22-2252	ICMA EE CONTRIBUTION	400.28
22-2253	ING EE CONTRIBUTION	100.28
22-2267	MEDICAL REIMBURSEM	38.46
22-580-5210	CITY PAID DEFERRED CO	354.84
22-580-6130	LEASE/RENTAL AGREEM	428.60
22-580-6710	ELECTRICITY	68.94
22-580-6711	STREET LIGHTS	28,255.65
22-580-6712	LEASED TRAFFIC SIGNAL	5,332.86
22-580-6720	GAS	632.17
22-580-7110	BUILDING MAINTENANC	232.50
22-580-7120	EQUIPMENT MAINTENA	2,068.17
22-580-7140	VEHICLE MAINTENANCE	3,350.15
22-580-7181	TREE MAINTENANCE	4,020.00
22-580-7184	TRAFFIC SIGNAL/STREET	2,286.46
24-524-6090	PROFESSIONAL SERVICE	1,500.00
25-535-8700	LAND ACQUISITION	7,288.68
25-535-8750	EQUIPMENT	26,280.97
25-535-8770	INFRASTRUCTURE	400.00
60-2050	SALES TAX PAYABLE	7,328.78
60-2252	ICMA EE MATCH	575.11
60-2267	MEDICAL REIMBURSEM	150.00
60-560-5210	CITY PAID DEFERRED CO	424.72
60-560-5426	TRAINING/TRAVEL APPO	435.00
60-560-6090	PROFESSIONAL SERVICE	178.75
60-560-6430	LABORATORY FEES	165.00
60-560-6720	GAS	314.87
60-560-6740	NKC UTILITY FEES	789.79
60-560-7005	CHEMICALS	24,242.62

Account Summary

Account Number	Account Name	Payment Amount
60-560-7110	PLANT MAINTENANCE	5,321.29
60-560-7150	DISTRIBUTION MAINTEN	10,436.82
60-560-8730	BUILDING IMPROVEME	324,767.00
61-2252	ICMA EE CONTRIBUTION	169.09
61-2259	ICMA EE ROTH CONTRIB	39.96
61-570-5210	CITY PAID DEFERRED CO	146.47
61-570-6720	GAS	291.03
61-570-7110	BUILDING MAINTENANC	354.78
61-570-7157	SANITARY SEWER MAINT	117.77
61-570-7210	MINOR EQUIPMENT	9,652.95
61-570-8770	INFRASTRUCTURE	49,081.93
63-543-6096	YMCA ADMINISTRATIVE	50,743.00
	Grand Total:	881,284.74

Project Account Summary

Project Account Key	Payment Amount
None	472,499.36
1102	790.00
1548	25,490.97
2551	324,767.00
2612	49,081.93
7651	5,112.48
7655	2,176.20
9301	400.00
9751	966.80
	Grand Total:
	881,284.74

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

November 20, 2020 12:00pm	Mistletowne Market- Parks and Recreation Center- CANCELED
November 20, 2020 6:00pm	Mayor's Tree Lighting - City Hall- Virtual
November 21, 2020 10:00am	Mistletowne Market- Parks and Recreation Center- CANCELED
November 22, 2020 12:00pm	Mistletowne Market- Parks and Recreation Center - CANCELED
December 12, 2020 11:00am	Winterwonderland- Parks and Recreation Center - CANCELED



Service Summary

- Date Range: 2020-06-01 to 2020-11-12
- Agencies: Northland Assistance Center
- Funds CARES Fund

Service	Entries	Units	Cost(USD)	Clients	Households	Adults	Children	Seniors	Individuals
Housing - Rent	32	32.0	31994.88	30	29	45	22	4	71
Utility - Electric	26	26.0	9064.60	23	21	33	19	1	53
Utility - Gas	6	6.0	2835.84	6	6	6	5	1	12
Utility - Water	3	3.0	912.18	3	3	1	0	3	4
Totals	67	67.0	44807.50	45	42	85	46	9	140

Minutes of the North Kansas City, Missouri City Regular Council Meeting of November 17, 2020

The City Council met in regular session on Tuesday, November 17, 2020, via an on-line platform at 7:00 p.m. As a precautionary measure during the Covid-19 Pandemic, this meeting was held virtually, with the Mayor, City Council members and City staff joining the meeting through an on-line platform.

The following were present:

Mayor: Don Stielow
Councilmembers: Bryant DeLong
Anthony Saper
Jesse Smith
Lisa Tull
Zachary Clevenger
Rick Stewart
Amie Clarke
Tom Farr

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

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

Assistant City Administrator Kim Nakahodo called the roll. The following councilmembers were present: Zachary Clevenger, Rick Stewart, Amie Clarke, Tom Farr, Bryant DeLong, Anthony Saper, Jesse Smith, and Lisa Tull.

Roll Call

The meeting opened with the Pledge of Allegiance.

Opening

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

Approval of Agenda

Joe Gauer, River North, spoke regarding the updated Kansas City Covid standards that may be adopted tonight regarding late night operations. There is a concern that new standards may shut small businesses down permanently. Several of these businesses provide services to late night workers in North Kansas City.

Comments from the
Public

Adam Roberts, Screenland Armour, asked the Council to consider how Kansas City's 10:00 PM curfew would affect his business. This would possibly cause them to lose half of their business. He asked that North Kansas City consider a 12:00 midnight curfew.

Mindy Hart, Expressive, stated that to have a 10:00 PM curfew would limit her business's ability to do couples events and some of their birthday parties. She stated that any activity they cannot do due to the 10:00 PM curfew would cripple their business.

J.P. Price, Strong Barbell Club, questioned how shutting down businesses earlier helps the slow of Covid-19. He also requested that the Council review the policy of making his patrons wear masks while exercising.

The Consent Agenda contained the following items:

Consent Agenda

Approval of Regular Council Meeting Minutes of November 3, 2020

Appointment by Councilmember Clarke of Yvonne Salinas to the Equity and Inclusion Committee

Appointment by Councilmember Smith of Francis Rodriguez to the Equity and Inclusion Committee

Proclaiming the Day Before Snake Saturday as Green Friday

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

Presentation by Tom Gerend with the Kansas City Streetcar Authority. Tom Gerend, executive director of the Kansas City Streetcar Authority, updated the City Council on the status of the Kansas City Streetcar project.

Presentation by Tom
Gerend with the
Kansas City Streetcar
Authority

Discussion of the new Kansas City, Missouri, Covid-19 guidelines. City Administrator Berlin noted that the City of Kansas City, Missouri, issued new Covid-19 guidelines on Monday, November 16, 2020. He further stated that at 7:03 p.m. this evening the City learned that the Clay County Health Department had just issued a new order. He read an email from the Clay County Health Department that summarized the new order and forwarded the email and the new Clay County order to the City Council. Staff seeks direction as to any new guidelines the City Council would like to put in place. After discussion, Council consensus was to follow the Clay County order at this time.

New Kansas City,
Missouri, Covid-19
Guidelines

Consideration of a Resolution Authorizing the City to Enter Into a Contract with Northland Festivals for 2021 Snake Saturday Parade and Related Services (Resolution No. 20-073). City Administrator Berlin asked City Counselor Tom Barzee to present this item to Council. Mr. Barzee stated that each year the City enters into an agreement with Northland Festivals to put on the Snake Saturday parade and related activities on the Saturday before St. Patrick's Day in March. The agreement before Council is substantively the same as previous years, except that the agreement includes a back-up plan in case it is determined that it cannot proceed in the usual way because of the ongoing pandemic. Funds in the amount of \$44,000 are budgeted in the FY 2021 Convention & Tourism Fund budget for this expenditure. Mr. J.D. Green and Ms. Kelli Sales were present and participated in the discussion. Discussion ensued. Councilmembers asked Northland Festivals to consider moving the event to the fall. Northland Festivals was asked to consider this and come back to the City Council for more discussion. C. DeLong moved to table this item, seconded by C. Clarke. The roll was called, and the vote was as follows: C. Clevenger, yes -- C. Stewart, yes -- C. Clarke, yes -- C. Farr, yes -- C. DeLong, yes -- C. Saper, yes -- C. Smith, yes, C. Tull, yes. Motion carried, 8-0.

Resolution No. 20-073
– Agreement with
Northland Festivals –
Snake Saturday

Consideration of an Ordinance Adopting and Approving a License Agreement By and Between the City of North Kansas City, Missouri, and Gallery Lofts Investor Partner, LP ("Gallery Lofts"), Regarding Real Property Generally Located Immediately North of the Real Property Generally Described as 1007 Armour Road in the City of North Kansas City, Missouri {Bill No. 7563 (Ordinance No. 9360)}. City Administrator Berlin asked Community Development Director Sara Copeland to present this item to Council. Ms. Copeland stated that pursuant to the terms of the Development Agreement by and between the City of North Kansas City, Missouri, and Gallery Lofts Investor Partner, LP, dated as

Ordinance No. 9360 –
License Agreement –
Gallery Lofts

of November 3, 2020, Gallery Lofts Investor Partner, LP has agreed to construct and operate a 49-unit apartment building with ground floor art space at 1007 Armour Road. In order to complete the project according to the plans filed with the City, the developer proposes to construct, install, maintain and use (a) a handrail, (b) concrete pads, and (c) underground irrigation conduit, as part of an entryway located immediately north of the building. In order to accommodate this, the developer has requested to enter or encroach upon the City's Armour Road right-of-way. The encroachment area will not affect the City's sidewalk or Armour Road itself. An Encroachment License Agreement is presented for Council consideration. Staff recommends approval.

C. Smith moved that Bill No. 7563 be placed on first reading, seconded by C. Clarke. The roll was called, and the vote was as follows: C. Clevenger, yes -- C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, abstain. Motion carried, 7-0-1. Bill No. 7563 was read. C. Farr moved that Bill No. 7563 be placed on second and final reading and passed as Ordinance No. 9360, seconded by C. Smith. The roll was called, and the vote was as follows: C. Clevenger, yes -- C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, abstain. Motion carried, 7-0-1. Bill No. 7563 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9360 was signed and approved by the Mayor and attested by the Deputy City Clerk.

Consideration of an Ordinance Approving and Adopting the Eighth Amendment/Addenda to Employment Agreement By and Between the City of North Kansas City, Missouri, and Patrick A. Hawver, Public Works Director {Bill No. 7562 (Ordinance No. 9359)}. City Administrator Berlin stated that the Public Works Director Patrick Hawver has an employment agreement with the City. In his memo, the City Administrator recommends Mr. Hawver's employment agreement be amended to provide him a raise in salary that is commensurate with his performance appraisal, his position in the pay quartile for his position, and the budgeted increase in the FY 2021 City budget for all City employees. An ordinance has been prepared accordingly. C. Farr moved that Bill No. 7562 be placed on first reading, seconded by C. Smith. The roll was called, and the vote was as follows: C. Clevenger, yes -- C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes. Motion carried, 8-0. Bill No. 7562 was read. C. Farr moved that Bill No. 7562 be placed on second and final reading and passed as Ordinance No. 9, seconded by C. Stewart. The roll was called, and the vote was as follows: C.

Ordinance No. 9359 –
Eighth Amendment –
Employment
Agreement with Patrick
Hawver

Clevenger, yes -- C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes. Motion carried, 8-0. Bill No. 7562 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9359 was signed and approved by the Mayor and attested by the Deputy City Clerk.

Consideration of Resolution Authorizing the City to Enter Into an Agreement with the Mid-America Regional Council Solid Waste Management District (Resolution No. 20-074). City Administrator Berlin stated that the City's participation in Mid America Regional Council's Household Hazardous Waste Program allows residents to properly dispose of items such as unused paint, household cleaners, motor oil, pesticides, and similar materials. Presented for Council approval is an agreement for participation in the 2021 program. Discussion ensued. C. Smith moved to approve Resolution No. 20-074, seconded by C. Tull. The roll was called, and the vote was as follows: C. Clevenger, yes -- C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes. Motion carried, 8-0.

Resolution No. 20-074
– 2021 Household
Hazardous Waste
Agreement

Consideration of an Ordinance Calling for a General Election to be Held on April 6, 2021, for the Purpose of Electing One Qualified Councilmember From Each of the Four Wards, One Qualified Councilmember From Ward 4 to serve a One-Year Term, and the Mayor in the City of North Kansas City, Missouri {Bill No. 7564 (Ordinance No. 9361)}. City Administrator Berlin stated that before each election, the City is required to pass an ordinance calling for that election. Attached is the ordinance calling for the General Election to be held on April 6, 2021. This year's election will be for a two-year term to fill the seats currently held by Bryant DeLong, Jesse Smith, Richard Stewart and Thomas Farr; for a one-year term to fill the seat currently held by Amie Clarke; and for a four-year term for the office of mayor. The filing for declaration of candidacy will be from 8:00 AM on December 15, 2020 and closes at 5:00 PM on January 19, 2021. C. Clevenger moved that Bill No. 7564 be placed on first reading, seconded by C. Smith. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes. Motion carried, 8-0. Bill No. 7564 was read. C. Clevenger moved that Bill No. 7564 be placed on second and final reading and passed as Ordinance No. 9361, seconded by C. Farr. The roll was called, and the vote was as follows: C. Clevenger, yes -- C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes. Motion carried, 8-0. Bill No. 7564 was

Ordinance No 9361 –
Ordinance Calling for
the April Election

read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9361 was signed and approved by the Mayor and attested by the Deputy City Clerk.

Consideration of a Resolution Approving Third Amendment/Addendum to Contract Services Agreement for Appraisal Services with Al Donoho (Resolution No. 20-075). City Administrator Berlin asked City Counselor Barzee to present this item to Council. Mr. Barzee stated that on September 17, 2019, the City Council approved an agreement for appraisal services with Al Donoho d/b/a Donoho Appraisals. On April 7, 2020, and August 4, 2020, the City Council approved an extension of time for this work. In his memo the City Counselor explains that a third extension is needed to allow the project to be completed. Staff recommends approval. Discussion ensued. C. Smith moved to approve Resolution No. 20-075 changing the expiration date from June 16, 2020, to June 16, 2021, seconded by C. Stewart. The roll was called, and the vote was as follows: C. Clevenger, yes -- C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, yes – C. Saper, no – C. Smith, yes, C. Tull, yes. Motion carried, 7-1.

Resolution No. 20-075
– Extension of Time –
Agreement for
Appraisal Services

Authorizing Payment for Certain Accounts Due and Payable by the City Through October 30, 2020 {Bill No. 7565 (Ordinance No. 9362)}. C. Farr moved that Bill No. 7565 be placed on first reading, seconded by C. Smith. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes – C. Tull, yes. Motion carried, 8-0. Bill No. 7565 was read. C. Farr moved that Bill No. 7565 be placed on second and final reading and passed as Ordinance No. 9362, seconded by C. Stewart. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes – C. Tull, yes. Motion carried, 8-0. Bill No. 7565 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9362, was signed and approved by the Mayor and attested by the Deputy City Clerk.

Ordinance No. 9362 –
Approving Accounts
Due and Payable by
the City Through
November 13, 2020

City Administrator Berlin stated the Upcoming City Items of Note and the Northland Assistance Center Monthly CARES Fund Report were included in the packet for review.

Staff Comments

Assistant City Administrator Kim Nakahodo stated that our Municipal Court is now offering the service of virtual court via the Zoom platform.

The hope is to transition as many cases as possible to the virtual court Zoom platform.

C. Clevenger state he and C. DeLong would be attending the National League of Cities virtual City Summit. C. Clevenger thanked Dr. Steve Reintjes, CEO of North Kansas City Hospital, for the Zoom meeting this past week introducing himself to the Council and updating the Council with what is happening at the hospital and in our community. C. Clevenger wished everyone a Happy Thanksgiving. He thanked Public Works for their continued efforts in keeping the leaves picked up.

Councilmembers'
Comments

C. Stewart inquired when the Leaf Vacuum would quit coming around. Public Works Director Hawver stated it would probably quit running between December 10 and December 18. C. Stewart thanked the high school kids who came around and raked leaves for the residents. He also thanked City crews for picking up a large limb that fell from a City tree into an elderly resident's yard.

C. Clarke also thanked the City crews for their continued efforts with keeping the leaves cleaned up. She congratulated the two new members of the Equity and Inclusion Committee.

C. Farr wished everyone a Happy Thanksgiving.

C. DeLong reminded residents what they can recycle through the Household Hazardous Waste agreement.

C. Saper stated his objection to the manner that Council meetings have been run since City meetings began being conducted virtually. He stated that the mayor, and not a member of City staff should be conducting the Council meetings.

C. Smith stated he would like to discuss meeting efficiency. He stated most of our meetings are going 2-3 hours. He asked that staff members who present items to keep it at a "need to know" basis. Councilmembers receive the attachments and can review and ask questions, without staff rereading the memos at the meeting. C. Smith said that if you are not wearing a mask, you are part of the problem. He wished everyone a Happy Thanksgiving and asked everyone to follow the CDC guidelines. C. Smith thanked the high school students for raking leaves for the residents.

C. Tull inquired about the alleys and sidewalks in her ward. She stated she would be contacting Mr. Hawver this week to discuss. C. Tull stated this is a really hard time for our health care workers and businesses, big and small, and we are with you and will be wearing our masks to help flatten the curve. She also wished everyone a Happy Thanksgiving.

Mayor Stielow had nothing at this time.

Mayor's Comments

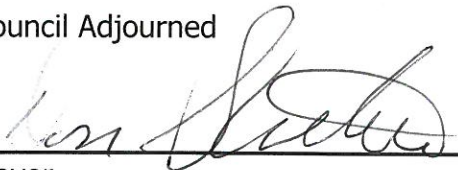
Consideration of a Request to Hold and Recess Into an Executive Session, as Requested by the City Counselor, to be Held on This Date, on a Real Estate Matter Pursuant to Missouri Revised Statutes §610.021(2). Discussion ensued. C. Farr moved to go into Executive Session at 9:18 PM, seconded by C. Smith. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, no – C. Saper, yes – C. Smith, no – C. Tull, no. Motion carried, 5-3.

Executive Session

C. Clarke moved to go back into Regular Session and adjourn at 10:00 PM, seconded by C. Smith. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes – C. Tull, yes. Motion carried, 8-0.

Adjournment

Council Adjourned



Mayor

Attest:



City Clerk

Approved this 1st Day of December 2020