

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

**December 15, 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 892 7396 9223. Callers may use *9 to indicate that they would like to speak during the comments.

Minutes of the North Kansas City, Missouri City Regular Council Meeting of December 1, 2020

The City Council met in regular session on Tuesday, December 1, 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.

The roll was called. The following councilmembers were present: Rick Stewart, Amie Clarke, Tom Farr, Bryant DeLong, Anthony Saper, Jesse Smith, Lisa Tull and Zachary Clevenger.

Roll Call

The meeting opened with the Pledge of Allegiance.

Opening

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

Approval of Agenda

There were no comments from the public.

Comments from the
Public

The Consent Agenda contained the following items:

Consent Agenda

Approval of Regular Council Meeting Minutes of November 17, 2020

Appointment by Mayor Stielow of Tara Adler to the Equity and Inclusion Committee

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

Consideration of a Resolution Adopting the Recommendations of the Actuary for the Police and Fire Pension Plan for Fiscal Year 2021 (Resolution No. 20-077). City Administrator Eric Berlin stated that the 2020 actuarial report for the North Kansas City Police Officers and Firefighters Pension Fund (the Fund) has been completed. The report was completed by the firm of McCloud and Associates and Traci Christian of that company will make a presentation to the Council detailing some of the pertinent information in the report. The continuing sound fiscal management of the Fund has helped to place the Fund on a solid financial footing. As a result, there is no need for the City to provide any additional contributions in the current fiscal year. A resolution has been prepared for approval adopting the recommendations of the actuary for fiscal year 2021. Discussion ensued. C. Farr moved to approve Resolution No. 20-077, seconded by C. Smith. The roll was called, and the vote was as follows: C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes – C. Clevenger, yes. Motion carried, 8-0.

Resolution No. 20-077
– Actuarial Report on
the Police and Fire
Pension Fund

Consideration of a Resolution Authorizing the Adoption of a Wellness Services Agreement By and Between the Board of Trustees of North Kansas City Hospital and the City of North Kansas City, Missouri (Resolution No. 20-076). City Administrator Berlin stated that the City has an agreement with North Kansas City Hospital (NKCH) to administer a Wellness Program and portal for the City's employee wellness program. North Kansas City Hospital provides a dedicated representative to administer the City's wellness program and manage a

Resolution No. 20-076
– Wellness Services
Agreement with North
Kansas City Hospital

wellness portal. The representative participates on the City's wellness committee and provides support, including bio-metric screenings, health coaching, and lunch and learns. The three-year agreement is up for renewal. The annual rate will remain the same, at \$16,416 per year. Staff recommends approval of the agreement. Discussion ensued. C. Stewart moved to approve Resolution No. 20-076, seconded by C. Smith. The roll was called, and the vote was as follows: C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, yes – C. Saper, no – C. Smith, yes, C. Tull, yes – C. Clevenger, yes. Motion carried, 7-1.

Authorizing Payment for Certain Accounts Due and Payable by the City Through October 30, 2020 {Bill No. 7566 (Ordinance No. 9363)}. C. Farr moved that Bill No. 7566 be placed on first reading, seconded by C. Stewart. The roll was called, and the vote was as follows: C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes – C. Tull, yes – C. Clevenger, yes. Motion carried, 8-0. Bill No. 7566 was read. C. Farr moved that Bill No. 7566 be placed on second and final reading and passed as Ordinance No. 9363, seconded by C. Clarke. The roll was called, and the vote was as follows: C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes – C. Tull, yes – C. Clevenger, yes. Motion carried, 8-0. Bill No. 7566 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9363, was signed and approved by the Mayor and attested by the Deputy City Clerk.

Ordinance No. 9363 –
Approving Accounts
Due and Payable by
the City Through
November 27, 2020

City Administrator Berlin stated the Quarterly Financial Report for the Fourth Quarter of FY 2020 and the Upcoming City Items of Note were included in the Council packets for review.

Staff Comments

C. Stewart had nothing at this time.

Councilmembers'
Comments

C. Clarke stated she appreciated C. Tull getting information on items on the agenda and sharing that information with her fellow councilmembers.

C. Farr reminded everyone that Wednesday is December 1 and is bulky pickup.

C. DeLong stated he hopes everyone is staying safe. As the numbers rise, it is taking the Clay County Health Department longer to notify

individuals who may have been exposed. He said discussions are starting on vaccine distribution.

C. Saper stated that he is delighted to see the Equity and Inclusion Committee coming together and thanked everyone for their work on this project. He also thanked those who have volunteered to be on this board.

C. Smith congratulated Tara Adler for her appointment to the Equity and Inclusion Board. He also stated that Georgia Tech has created a data tool to inform the public what the chances are of being exposed to Covid19 at any given event.

C. Tull thanked to all the medical workers and mental health workers during this time.

C. Clevenger welcomed City Clerk Crystal Doss back. He stated he enjoyed the Mayor's Christmas Tree lighting on-line. He asked if staff would look into having someone from the hospital to be at the Council meeting once a month to give everyone an update regarding Covid admissions.

Mayor Stielow had nothing at this time.

Mayor's Comments

Consideration of a Request to Hold and Recess Into an Executive Session, as Requested by the City Administrator, to be Held on This Date, on a Personnel Matter Pursuant to Missouri Revised Statutes §610.021(3). C. Farr moved to go into Executive Session at 7:26 PM, seconded by C. Stewart. The roll was called, and the vote was as follows: C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes – C. Tull, yes – C. Clevenger, yes. Motion carried, 8-0.

Executive Session

C. Smith moved to go back into Regular Session and adjourn at 7:55 PM, seconded by C. Tull. The roll was called, and the vote was as follows: C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes – C. Tull, yes – C. Clevenger, yes. Motion carried, 8-0.

Adjournment

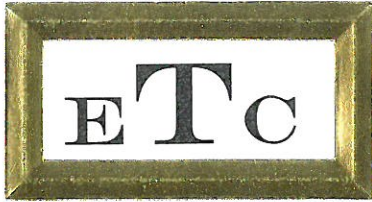
Council Adjourned

Mayor

Attest:

City Clerk

Approved this 15th Day of December 2020



ETC INSTITUTE

MARKETING RESEARCH, DEMOGRAPHY, STATISTICAL APPLICATIONS

725 W. FRONTIER CIRCLE, OLATHE, KANSAS 66061
(913) 829-1215 FAX: (913) 829-1591

November 16, 2020

Eric Berlin
City Administrator
City of North Kansas City
2010 Howell St.
North Kansas City, MO 64116
eberlin@nkc.org

Subject: Leading the Way Award Winners

Dear Mr. Berlin:

On behalf of ETC Institute, **I want to congratulate the City of North Kansas City for winning our Leading the Way Award.**

ETC Institute's "Leading the Way Award" was created to recognize local governments for outstanding achievement in the delivery of services to residents. Recipients of the award rank in the top 10% of all local governments in the United States with regard to their composite performance in three core areas that are assessed on ETC Institute's DirectionFinder® Survey:

- satisfaction with the overall quality of services
- satisfaction with customer service provided by employees, and
- satisfaction with the value residents think they receive for local taxes and fees.

Since 1999, ETC Institute's DirectionFinder® Survey has been administered to nearly two million residents in all 50 states. Although ETC Institute has provided "benchmarking" data that has allowed communities, like North Kansas City, to compare your results with other communities for many years, ETC Institute did not formally recognize the top performers until this year.

The City of North Kansas City is truly setting standard in many areas. In addition to ranking in the top 10% overall, the City of North Kansas City rated in the **top 10% of all cities** in the areas listed below.

- Overall Value of Services Provided to Residents
- Bulky Item Pick-Up Services
- Condition of Sidewalks
- Condition of Major Streets and Neighborhood Streets
- Customer Service
- Enforcement of Trash and Debris Clean-Up on Private Property

- Enforcement of Mowing and Cutting of Weeds on Private Property
- Enforcement of Sign Regulations
- Feeling of Safety in City Parks
- Feeling of Safety in Neighborhoods During the Day
- Maintenance of Public Buildings and Facilities
- Overall Quality of Fire Services
- Overall Quality of Government Services
- Overall Quality of Police Services
- Parks and Recreation Facilities and Programs
- Snow Removal on Major City Streets and Neighborhood Streets
- Solid Waste Services
- Visibility of Police in Commercial Areas, Retail Areas, and Neighborhoods
- Water Utility Services
- Yard Waste Pick-Up Services

More details about the Leading the Way Award are now available on our website, www.etcinstitute.com.

Once again, congratulations to you, the Mayor, the City Council, and all City employees for your outstanding achievements!

Sincerely,

A handwritten signature in blue ink, appearing to read "C. Tatham". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Christopher Tatham, CEO

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 Spooky Snake Saturday Parade and Related Activities***

DATE: December 15, 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 Spooky Snake Saturday Parade and accompanying activities—generally to held on October 22-23, 2021 in the City. 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. As the Governing Body is aware, there have been certain challenges in planning and carrying out the parade due to the ongoing COVID-19 pandemic. Please review carefully Exhibit B of the attached contract for more detailed information for the modified parade and related activities. This is new language in the contract taking into account the comments from the Mayor and City Council made during the November 17, 2020, city council meeting.

REMARKS: The City has previously entered into written contracts with Northland Festivals for the Snake Saturday Parade and related activities. Except for the change of date to October 22-23, 2021 and the modifications to Exhibit B to the contract, this will be essentially the same type of event as in prior years. Otherwise, the attached agreement is very similar to the contract for prior Snake Saturday events between the City and Northland Festivals for the described services, except for the aforesaid changes.

I have worked with J.D. Green of Northland Festivals in drafting the agreement. Moreover, Mr. Green will be available during the City Council meeting to answer questions or any concerns the Governing Body may have.

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 SPOOKY 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—for the year 2021, to be the “Spooky 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 Spooky 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 15th day of December, 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 December, 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—for the year 2021 only, said parade to be known as the "Spooky Snake Saturday Parade" (the "**Parade**"). The Parade shall be held on Saturday, October 23, 2021, 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 or as otherwise set forth in this Agreement. 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 or as otherwise stated in this Agreement.

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 Spooky Snake Saturday events.

D. The Contractor shall provide to the City a budget for the following year's Parade on or before November 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 21, 2021, and the final installment to be made on or before September 15, 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.*** This parade would normally be held on March 13, 2021, but, due to the COVID-19 Pandemic, this event will be held on October 23, 2021 and be known as the Spooky Snake Saturday Parade. The Spooky Snake Saturday Parade described in this Agreement shall be held on Saturday, October 23, 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, October 23, 2021, in the City of North Kansas City, Missouri.
3. ***The Grand Marshal Celebration.*** The Grand Marshal Celebration will be a Virtual Event with Party Boxes sold to support North Kansas City businesses. This virtual event will be celebrated on Green Friday, March 12, 2021, as previously approved by the City Council on November 17, 2021.
4. ***The Lad and Lassie Contest.*** The Lad and Lassie Contest will be held on October 23, 2021 and will be modified to be a Grand Marshal/Mayor favorite costume contest.
5. ***The Charity Cook Off.*** The Charity Cook Off will be held on October 22, 2021, the Friday Night before Spooky Snake Saturday Parade.

6. The performance requirements may be amended upon recommendation by the Contractor with the specific prior 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.

(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 _____ } 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 Spooky 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 _____

}

ss.

On this _____ day of December, 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 December, 2020.

Notary Public

My Commission Expires:

MEMORANDUM



TO: Mayor and City Council

FROM: Eric Berlin, City Administrator

DATE: December 15, 2020

RE: Disposition of Remaining CARES Funding Allocation

Congress passed and the President signed the Coronavirus Aid, Relief and Economic Security (CARES) Act on March 27, 2020. The CARES Act provides for Federal Stimulus Funds to flow to the States by population and to Counties within the State also by population. Generally speaking, these funds are to be used for reimbursement of expenses related to dealing with the covid-19 pandemic since the crisis's beginning to the end of the year.

County governments were made responsible for the distribution of these funds. On May 1, 2020, the Clay County Commission approved Resolution 2020-139. The resolution provided that the City of North Kansas City would receive \$417,769.15 to use for eligible expenses incurred between March 1, 2020 and December 30, 2020 to deal with the covid-19 pandemic. The City has until December 30, 2020 to spend down these funds or return whatever portion is unused to Clay County and eventually back to the federal government.

As of this writing, staff calculates an unspent remainder of CARES funds of \$41,518.76. Staff seeks direction from the City Council as to how to spend these remaining funds. Staff suggests some combination of the following:

- The City has provided three grant disbursements to the Northland Assistance Center for distribution to North Kansas City individuals and families affected by covid-19. The City could make one more grant disbursement in an amount designated by the City Council to Northland Assistance Center.
- On September 2, 2020, the U.S. Department of the Treasury issued updated guidance regarding the eligible uses of CARES Funds, which provided that a local government may allocate funds to pay the salaries of public safety employees such

as police officers and firefighters, who for purposes of interpretation of the CARES Act will be presumed to have been substantially dedicated to dealing with impacts of the pandemic since March 27, 2020 through December 30, 2020. Whatever portion is not allocated by the City Council for another purpose could be allocated to this purpose.

Staff seeks direction from the City Council as to how to spend the City's remaining CARES Fund allocation.

MEMORANDUM

TO: Mayor and City Council

FROM: Eric Berlin, City Administrator

DATE: December 15, 2020

RE: Revised Temporary License Agreement with Northtown Devco

The City currently has a non-exclusive temporary license agreement with Northtown Devco for the parking lot north of 18th Avenue, east of Clay and west of Swift. The City pays Northtown Devco \$350 per month for the use of the parking lot from 5:30 p.m. through 6:00 a.m., Monday through Friday and from 5:30 p.m. on Friday through 6:00 a.m. on Monday. The City was advised recently that, due to the imminent closing of the 18th & Swift parking lot for public usage during construction of the apartment building, Northtown Devco will be installing gates at the entrances to the parking lot. Northtown Devco is concerned that the loss of public use of the 18th & Swift parking lot will cause people to park in their lot during the work week daytime hours. The City has been advised by NT Realty that the existing license agreement for the parking lot will be terminated effective at midnight on December 31, 2020.

Northtown Devco has agreed to keep free public parking available as is the case now in the evenings and on weekends if the City pays the cost of installing the gates and the automatic open and close mechanisms on the gates. Northtown Devco tenants will have a key fob or a card that allows them into the lot during the day when the gate is not up in the evening. Clients and customers of the building's tenant will be given a unique access number to enter to get into the lot during business hours.

Before Council for consideration is a revised license agreement with a three year term beginning January 1, 2021, and providing for the City to pay for the gates on an amortized basis and modifying the City's monthly rent accordingly, as follows:

$$\$59,987.95/36 \text{ months} = \$1,666.33 + \$350 = \$2,016.33 \text{ per month.}$$

Staff recommends approval of the revised temporary license agreement.

AN ORDINANCE ADOPTING AND APPROVING A NON-EXCLUSIVE TEMPORARY LICENSE AGREEMENT BY AND BETWEEN THE CITY OF NORTH KANSAS CITY, MISSOURI, AS LICENSEE, AND 127 SWIFT, LLC AND 401 ARMOUR, LLC, COLLECTIVELY LICENSOR, FOR THE TEMPORARY USE OF A CERTAIN PARKING LOT OWNED BY LICENSOR.

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 previously entered into a certain Non-Exclusive Temporary License Agreement with Northtown Devco for the use of a certain parking lot generally located west of Swift Street, east of Clay Street, north of 18th Avenue, and south of Armour Road (the “**Parking Lot**”), which was approved by passage of Ordinance No. 8999 dated June 6, 2017; and

WHEREAS, due to certain changes that are being made in the area, Northtown Devco has advised the City that as of midnight on December 31, 2020, it will terminate the aforesaid Non-Exclusive Temporary License Agreement with the City as described more fully in Ordinance No. 8999; and

WHEREAS, the City is still in need of additional parking in its downtown and has requested that it be allowed to temporarily use, at certain times and under certain conditions, the Parking Lot presently owned by 127 Swift, LLC, a Missouri limited liability company, and by 401 Armour, LLC, a Missouri limited liability company, for parking purposes to accommodate various businesses in need of additional parking in the evenings and on weekends, as set forth in the Non-Exclusive Temporary License Agreement (the “**Agreement**”), attached hereto; and

WHEREAS, 127 Swift, LLC and 401 Armour, LLC have requested that the City execute the Agreement in order to authorize the City to use, at certain described times, such property for public parking of motor vehicles belonging to customers, invitees and employees of various City businesses under the terms and conditions set forth therein.

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

Section 1. **Authorization of Agreement.** The City Council hereby approves the Agreement and authorizes the City to enter into the Agreement with NORTHTOWN DEVCO, regarding the license to temporarily use certain Northtown Devco property for public parking purposes during certain times and under certain conditions, which Agreement shall be in substantially the form of Exhibit “1”, attached hereto and incorporated herein by reference. The terms and provisions of the License Agreement 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 said License Agreement 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. Providing for Repeal of Conflicting Ordinances. Effective as of January 1, 2021, all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed. Where appropriate, ordinances previously adopted are hereby amended to conform to the provisions of this Ordinance.

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

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

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

PASSED this 15th day of December, 2020.

Don Stielow, *Mayor*

ATTEST:

Crystal, Doss, *City Clerk*

APPROVED this 15th day of December, 2020.

Don Stielow, *Mayor*

APPROVED AS TO FORM:

Anthony W. Bologna, *City Attorney*

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

EXHIBIT “1”

NON-EXCLUSIVE TEMPORARY LICENSE AGREEMENT

THIS NON-EXCLUSIVE TEMPORARY LICENSE AGREEMENT (the "Agreement") is made effective this ____ day of December, 2020 ("Effective Date") by and between 127 Swift, LLC, a Missouri limited liability company and 401 Armour, LLC, a Missouri limited liability company (collectively "Licensor") and The City of North Kansas City, Missouri, a third class city and political subdivision of the State of Missouri ("Licensee"). Licensor and Licensee may be individually referred to as a "Party" and collectively referred to as the "Parties".

RECITALS:

WHEREAS, Licensee requires parking spaces for automobiles, light duty trucks and SUV's as a public accommodation for local North Kansas City businesses, their employees, licensees, invitees, customers, guests, agents, servants, contractors and patrons or any other person; and

WHEREAS, Licensor is the owner of that Parking Lot located between Clay Street and Swift Street in North Kansas City, MO 64116 (the "Parking Lot") as outlined in red on Exhibit "A" attached hereto; and

WHEREAS, Licensor desires to license to Licensee the Parking Lot including rights of ingress and egress;

NOW THEREFORE, in consideration of the mutual promises herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Licensor hereby agrees to permit Licensee to use the Parking Lot upon the following terms and conditions:

1. Grant of License. Licensor hereby grants to Licensee a non-exclusive, non-transferable license to temporarily use the Parking Lot for a term beginning January 1, 2021 and ending on December 31, 2023, unless sooner terminated as provided herein (the "Term") for public parking of automobiles, light duty trucks and SUV's and for no other purpose only during the Hours of Operation herein after defined in Paragraph 5. Licensee agrees to vacate the Parking Lot, leaving it clean and good condition, free of debris at the end of the Term. TIME IS OF THE ESSENCE.
2. Fee. Licensor shall allow Licensee use of the Parking Lot on a non-exclusive basis in return for the paying a monthly fee to Licensor in the amount of Two Thousand Sixteen and 33/100 Dollars (\$2,016.33) on the 1st day of each and every month during the Term hereof.
3. Security Deposit. Intentionally deleted.
4. Condition. Licensee has inspected and knows the condition of the Parking Lot, or has waived the right to make such inspection, and accepts the same; including, without limitation, the condition of the Parking Lot generally; in its present "as is, with all faults" condition. Licensee acknowledges that neither Licensor nor Licensor's agent has made any representations or warranties, expressed or implied, of any kind whatsoever relating to the condition of the Parking Lot, or any part thereof, including, without limitation, the Parking Lot systems (including the pole lights, bumper blocks, access control systems and fence), the environmental condition of the Parking Lot, and its suitability for Licensee's use except as is set forth in this Agreement. Licensor shall not be liable for any latent or patent defects therein. Licensor shall have no responsibility for preparing, installing, furnishing or supplying any materials or labor to the Parking Lot in any manner for Licensee's occupancy thereof. Licensor shall maintain the Parking Lot in good repair and condition, including reasonable snow removal, pavement maintenance and removal of trash and debris, ordinary wear and tear excepted. During the Term of this Agreement, Licensee shall use all reasonable efforts to keep the Parking Lot free from abandoned vehicles due to Licensee's use, including but not limited to, engaging a tow service to remove any abandoned vehicles.
5. Parking Hours of Operation - Ingress & Egress. Licensee shall be permitted to operate in the Parking Lot only during the hours of 5:30 p.m. to 6:00 a.m. Monday through Friday and 5:30 p.m. Friday through 6:00 a.m. Monday ("Hours of Operation"), excluding Licensee's annual event referred to as "Snake Saturday". During the Hours of Operation, Licensee shall have rights of ingress and egress through the access control systems in the driveways

of the Parking Lot. Notwithstanding anything to the contrary contained in this Agreement, Licensee shall not be permitted to use the Parking Lot during the hours of 6:01 a.m. through 5:29 p.m. Monday through Friday, nor all day on Snake Saturday.

6. Alterations. Licensee shall not make any alterations, installations, changes, replacements, additions, or improvements in or to the Parking Lot or any part thereof and shall hold harmless, defend and indemnify Licensor against any mechanics or materialmen's liens or claims thereof arising by reason of any claim that Licensee has failed to pay for any labor, materials or services performed by or at its direction. Licensor shall install, at Licensor's sole cost and expense, access control systems at each of the two motor vehicle access points to the Parking Lot.
7. No Waste. Licensee shall not commit or authorize to be permitted waste upon the Parking Lot.
8. Intention of the Parties. Licensee hereby expressly acknowledges that this Agreement is a non-exclusive temporary license agreement, not a lease, and expressly waives any notice to quit, notice to vacate, notice of intent, or any other notices which may otherwise be required by law. Licensee also acknowledges that this Agreement conveys no interest of any kind whatsoever in or to the Parking Lot, other than a mere non-exclusive license agreement to temporarily use and occupy the Parking Lot jointly with Licensor for the Term. The Parties expressly agree that there exists no Landlord and Tenant relationship hereunder between Licensor and Licensee.
9. Licensee's Use of Parking Lot. Licensee agrees to occupy and use the Parking Lot for parking of automobiles, light duty trucks and SUV's and for no other purpose. Licensee further agrees to comply with all applicable laws, rules and regulations relating to Licensee's use and occupancy of the Parking Lot and with Licensor's reasonable rules and regulations for the Parking Lot. Licensee shall not do, or permit anything to be done in the Parking Lot, or bring or keep anything therein which will, in any way, increase the rate of fire or other insurance maintained on the Parking Lot by Licensor, or invalidate or conflict with any insurance policies on the Parking Lot or obstruct or interfere with the rights of Licensor. Licensee shall not permit any action that would constitute a nuisance or would disturb, interfere with, or endanger Licensor, its employees, agents, tenants or contractors or any other licensees or other occupants of the Parking Lot. Licensee agrees to comply with all rules and regulations of Licensor in effect at the time of execution of this Agreement, as may be amended or modified by Licensor from time to time.

Licensee shall not generate, use, treat, store, handle, release or dispose of, or permit the generation, use, treatment, storage, handling, release or disposal of Hazardous Materials (as defined below) on the Parking Lot or surrounding areas or transport or permit the transportation of Hazardous Materials to or from the Parking Lot and surrounding areas. The term "**Hazardous Materials**" means (1) petroleum or petroleum products, natural or synthetic gas, asbestos in any form, urea formaldehyde foam insulation, and radon gas; (2) any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "contaminants" or "pollutants," or words of similar import, under any applicable environmental law; and (3) any other substance exposure which is regulated by any governmental authority.

10. Indemnification. Licensee, to the extent allowed by Missouri Law, hereby indemnifies, defends and holds harmless Licensor, its manager (Northtown Manager, LLC), member, member's partners, partners of member's partners, affiliates, and NT Realty, Inc. from any and all liability, damage, expense, cause of action, suits, claims, or judgments arising from injury to person or personal property in the Parking Lot, or any part of the surrounding area including, but not limited to the street and sidewalk, by reason of any act, failure to act, or other omission, of Licensee and local North Kansas City businesses, their employees, licensees, invitees, customers, guests, agents, servants, contractors and patrons or any other person. Nothing herein shall be construed as a waiver of governmental or sovereign immunity that may be applicable to the Licensee.
11. Personal Property. All personal property of Licensee and any local North Kansas City businesses, their employees, licensees, invitees, customers, guests, agents, servants, contractors and patrons or any other person in the Parking Lot or any part of the surrounding area, including but not limited to the street and sidewalk, shall be at the sole risk of Licensee and any local North Kansas City businesses, their employees, licensees, invitees, customers, guests, agents, servants, contractors and patrons or any other person. Licensee hereby expressly

releases Licensor, its manager (Northtown Manager, LLC), member, member's partners, partners of member's partners, affiliates and NT Realty, Inc. from any liability incurred or claimed by reason of damage to such property in addition to its indemnification agreement contained in Paragraph 10 above.

12. Liability. In no event shall Licensor, during the Hours of Operation, assume any liability or responsibility whatsoever with respect to the conduct and operation of Licensee or any local North Kansas City businesses, their employees, licensees, invitees, customers, guests, agents, servants, contractors and patrons or any other person on the Parking Lot. Neither Licensor, nor its manager (Northtown Manager, LLC), member, member's partners, partners of member's partners, affiliates and NT Realty, Inc. shall be liable or responsible in any way for, and Licensee hereby releases and relieves Licensor, its manager (Northtown Manager, LLC), member, member's partners, partners of member's partners, affiliates and NT Realty, Inc. from and waives as against Licensor, its manager (Northtown Manager, LLC), member, member's partners, partners of member's partners, affiliates and NT Realty, Inc., any and all claims and losses with respect to or arising out of (A) any death, injury or loss of any nature whatsoever that may be suffered or sustained by Licensee and any local North Kansas City business, their employees, licensees, invitees, customers, guests, agents, servants, contractors and patrons or any other person, or loss of use occurring to Licensee or any Licensee party or any other person claiming by, through, or under any of them, in or about or arising out of the Parking Lot, or (B) for any loss, damage or injury to any property outside or within the Parking Lot belonging to Licensee and any local North Kansas City business, their employees, licensees, invitees, customers, guests, agents, servants, contractors and patrons or any other person from any causes whatsoever, other than as a result of Licensor's gross negligence, recklessness, or willful misconduct. The Licensor shall not in any event be liable for loss of business of Licensee or any North Kansas City business. Without limiting the generality of the foregoing, Licensor, its manager (Northtown Manager, LLC), member, member's partners, partners of member's partners, affiliates and NT Realty, Inc. shall not be liable for any damage or damages of any nature whatsoever to persons or property caused by any weather event, other casualty, accident or occurrence, or event or condition in or upon the Parking Lot; any defect in or failure of (i) utility services and systems or equipment, or any other systems at the Parking Lot, and (ii) any pavement or walkway defect of the Parking Lot; natural physical conditions on the Parking Lot, whether on the surface or underground, including instability, moving, shifting, settlement of ground, or displacement of personal property by fire, water, windstorm, tornado, or other physical event; any fire, sewage, sewage gas, odors, water, rain, snow, ice, or frost issue or flow from, any part of the Parking Lot from the drains or sewer, or installation of same, or from any other place or quarter; the breaking, bursting, leaking, or disrepair of any underground pipes, wires or any utility services and systems; the falling of any fixture; latent or patent defects in the Parking Lot; any acts or omissions of the other licensees or occupants of the Parking Lot; any acts or omissions of other persons; any acts or omissions of Licensor, its manager (Northtown Manager, LLC), member, member's partners, partners of member's partners, affiliates and NT Realty, Inc.; for any damage or inconvenience which may arise through repair, construction activities, maintenance or alteration of any part of the Parking Lot; and theft, Act of God, civil commotion, pandemic, public enemy, terror, injunction, riot, strike, insurrection, war, court order, or any other of any Governmental Entity having jurisdiction over the Parking Lot or any other cause beyond the reasonable control of the Licensor. In addition, Licensor, its manager (Northtown Manager, LLC), member, member's partners, partners of member's partners, affiliates and NT Realty, Inc. shall not be liable for any loss or damage for which Licensee is required to insure.

13. Insurance

Licensee, at Licensee's expense, shall maintain: (i) Commercial General Liability Coverage ("CGL") in an amount of One Million and 00/100 Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage per occurrence, with a Three Million and 00/100 Dollars (\$3,000,000.00) aggregate limit for all occurrences and Three Million and 00/100 Dollars (\$3,000,000.00) products/completed operations aggregate; (ii) personal and advertising injury of One Million and 00/100 Dollars (\$1,000,000.00); (iii) Damage to the Parking Lot of One Million and 00/100 Dollars (\$1,000,000.00); (iv) Umbrella Coverage in an amount of Five Million and 00/100 Dollars (\$5,000,000.00); (v) State Workers' Compensation Insurance in the statutorily mandated limits and Employers Liability Insurance of not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for each accident, a disease policy in the amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) per employee; and (vi) Business Automobile Liability Insurance covering any auto in an amount of One Million and 00/100 Dollars (\$1,000,000.00). CGL and Automobile Liability shall name Licensor, its manager (Northtown Manager, LLC), member, member's partners, partners of member's partners, affiliates and NT Realty, Inc. as "additional insureds"

including completed operations and on a primary and noncontributory basis with a waiver of subrogation clause. The coverages required must be with an insurance company and in policy form acceptable to Licensor.

Licensee's insurance shall be written on an "occurrence" basis and not a "claims made" basis. Licensee's insurance coverage shall provide primary and non-contributory coverage to Licensor, its manager (Northtown Manager, LLC), member, member's partners, partners of member's partners, affiliates and NT Realty, Inc. (any policy issued to Licensor providing duplicate or similar coverage shall be deemed excess over Licensee's policies). The primary policy or policies shall be issued by insurance companies with a minimum Best's rating of A-VII during the Term. Licensee shall provide a certificate of liability insurance on ACORD Form 25 and a certificate of property insurance on ACORD Form 28, which shall be delivered to Licensor by Licensee upon the Effective Date of this Agreement. Licensee shall be solely responsible for paying any deductibles associated with any insurance it obtains. Licensee shall deliver the Licensee's certificate of insurance and/or insurance policy before occupying the Parking Lot.

14. Remedies. It is agreed that if Licensee shall fail to keep and perform any of the covenants, conditions and agreements herein contained on its part to be kept and performed, then, and in each and every such event from thenceforth, and all times thereafter, at the option of Licensor, the right of Licensee to use and possess the Parking Lot shall thereupon cease and terminate, and Licensor shall be entitled to the possession of the Parking Lot and to re-enter the same without demand of possession of and may forthwith proceed to recover possession of the Parking Lot by process of law; any notice to quit, or of intention to re-enter the same being hereby expressly waived by Licensee. In the event of any re-entry by Licensor by process of law or otherwise, Licensee nevertheless agrees to remain answerable for any and all damage or deficiency which Licensor may sustain by such re-entry, including reasonable attorneys' fees and court costs. No provision of this License shall be deemed to have been waived by Licensor unless such waiver shall be in writing, and signed by Licensor. Licensee shall reimburse Licensor for all reasonable legal fees and court costs incurred by Licensor to enforce its rights or remedies hereunder.
15. No Right to Sublicense. The License granted Licensee herein shall not be assignable or transferable in any manner without Licensor's prior written consent in its sole and absolute discretion.
16. Joint Access and Right of Entry. Licensor, its tenants, employees, licensees, invitees, customers, guests, agents, servants and contractors may enter the Parking Lot at any time for any reason to make repairs, perform construction activities, or use portions of the Parking Lot not occupied by Licensee and will use reasonable efforts to do so in a manner which does not unreasonably interfere with Licensee's use of the Parking Lot.
17. NOTICES: All notices given or required to be given pursuant to this License shall be in writing and may be given by personal delivery or by mail. Notice sent by mail shall be addressed as follows:

To Licensor:

127 Swift, LLC & 404 Armour, LLC
c/o NT Realty, Inc.
1828 Swift Ave
Suite 203
North Kansas City, MO 64116

To Licensee:

Thomas E. Barzee, Jr.
City Counselor
City of North Kansas City
2010 Howell Street
North Kansas City, MO 64116

18. Severability. If any provisions of this Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision and shall not in any way affect or render invalid or unenforceable any other provision of this Agreement and this Agreement shall be carried out as if such invalid or unenforceable provision were not contained herein.

- 19. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Missouri. The Parties hereby consent to the exclusive jurisdiction and venue of the court in Clay County, Missouri and agree to accept service of process pursuant to Missouri rules and procedures.
- 20. Entire Agreement. This Agreement constitutes the entire final agreement between the Parties with respect to, and supersedes any and all prior agreements between the Parties hereto both oral and written concerning the subject matter hereof and may not be amended or modified except by a writing signed by the Parties hereto.
- 21. Binding Agreement. It is agreed that all rights, remedies and liabilities herein given to or imposed upon either of the Parties hereto, shall extend to their respective heirs, executors, administrators, successors and permitted assigns.

IN WITNESS WHEREOF, the Parties being duly authorized set their hands and seals as of the date first written above.

Licensee:
CITY OF NORTH KANSAS CITY, MISSOURI

By: _____

Name: Don Stielow
(Please print or type.)

Title: Mayor
Its Authorized Representative

Licensor:
127 SWIFT, LLC
a Missouri limited liability company

By: Northtown Manager, LLC
as Manager

By: _____

Name: _____

Title: _____

Licensor:
404 ARMOUR, LLC
a Missouri limited liability company

By: Northtown Manager, LLC
as Manager

By: _____

Name: _____

Title: _____

EXHIBIT A



MEMORANDUM



TO: Mayor and City Council
City Administrator

FROM: Sara Copeland, AICP, Community Development Director

DATE: December 15, 2020

RE: Contract for On-Call Planning Services

For many years, the City has used on-call planning consultants from Gould Evans to provide urban planning services. Prior to the creation of the Community Development Department, Gould Evans provided all planning services needed by the City. In 2014, the City approved a new on-call services contract to provide urban planning, site design, landscape architecture, community engagement, and other planning services when needed to either expand our staffing capacity or to provide additional expertise. For example, Gould Evans staff provided staff with assistance in reviewing elements of the condominium plat for the 18th and Swift redevelopment project.

The on-call services contract approved in 2017 had a three-year term and expired this year. City staff recommends approving a new contract with Gould Evans at this time. Gould Evans is familiar with North Kansas City and with our updated Zoning Ordinance and has been providing us with high quality services.

The contract before the City Council for approval is largely the same as the previously approved contract. The only substantive changes concern Section 5, Term. The City Counselor updated this language of this section to make the term of the contract easier to extend for three renewal terms of one year each. Staff recommends approval of this contract.

RESOLUTION NO. 20-079

RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH GOULD EVANS ASSOCIATES, LC FOR ON-CALL PROFESSIONAL PLANNING SERVICES FOR THE CITY

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

WHEREAS, the City has previously entered into a contract for on-call planning services with Gould Evans Associates, LC (the “**Consultant**”), a qualified architectural, planning and landscape architectural firm, to provide on-call planning services for the City; and

WHEREAS, the City’s previous contract with the Consultant has expired; and

WHEREAS, the City desires to enter into a new contract for on-call professional planning and related professional services with the Consultant; and

WHEREAS, the Consultant has experience in providing on-call professional planning and other related professional services as described more fully in the Contract Services Agreement for Consultant Services (the “**Agreement**”) attached hereto.

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

Section 1. **Authorization of Agreement.** The City Council hereby authorizes the City to enter into the Agreement with Gould Evans Associates, LC for the services as described more fully in the Agreement, which Agreement shall be in substantially the form of Exhibit “1”, attached hereto and incorporated herein by reference. The City is hereby authorized to pay for the costs of such Agreement, provided that such costs are duly approved in a Task Order of the Agreement by action of the City Council.

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

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

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

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

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

DONE this 15th day of December, 2020.

Don Stielow, *Mayor*

ATTEST:

Crystal Doss, *City Clerk*

EXHIBIT “1”

CONTRACT SERVICES AGREEMENT FOR CONSULTANT SERVICES

THIS CONTRACT SERVICES AGREEMENT (this “**Agreement**”) is made and entered into this ____ day of December, 2020, by and between the CITY OF NORTH KANSAS CITY, MISSOURI, a municipal corporation and a third class city of the State of Missouri (the “**City**”) and GOULD EVANS ASSOCIATES, LC, a Missouri limited liability company, registered and licensed to do business in the State of Missouri (the “**Consultant**”). The City and the Consultant are individually referred to as a “**Party**” and are collectively referred to as the “**Parties**”.

WHEREAS, from time to time the City may request that the Consultant provide professional planning and related services for certain Specific Projects to be identified by the City; and

WHEREAS, the City requires professional “on-call” planning and related services that the Consultant is willing to provide on a task-by-task basis, which will require that each engagement for a Specific Project will be documented by a Task Order; and

WHEREAS, from time to time the City may request that the Consultant review, inspect, analyze, evaluate and/or render a professional opinion on various non-project planning matters or issues for City and, under such circumstances a Task Order will not be required, but all other terms and conditions of this Agreement shall nevertheless apply; and

WHEREAS, the Consultant represents that it is duly qualified to perform the professional planning services contemplated by this Agreement and subsequent specific Task Orders and the Consultant agrees to perform all such planning and related services in a professional and competent manner; and

WHEREAS, the Parties are desirous of entering into a contract setting forth the terms and conditions under which the Consultant will provide the herein described services; and

WHEREAS, this Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

NOW, THEREFORE, the Parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant’s services shall be detailed in a duly executed Task Order for each Specific Project, except as hereinafter provided. Each Task Order shall indicate the specific services to be performed and deliverables to be provided. The general format of a Task Order is shown in Exhibit “A” to this Agreement. The Consultant agrees that all work and services it

performs under this Agreement and any Task Order will be performed in a competent and professional manner. The City may request in writing that the Consultant review, analyze, inspect, evaluate and/or render a professional opinion on various non-project planning matters or issues for the City and under such circumstances a Task Order will not be required and all such work shall be done applying the Consultant's standard hourly rates. Under such circumstances when a Task Order is not required, all of the terms and conditions of this Agreement shall apply and the Consultant shall provide the City with a detailed billing statement showing all work performed, the identity of the person performing the work and the amount of time spent for each such item.

1.2 Non-exclusive Agreement. The Consultant understands and agrees that this Agreement shall not require the City to use the Consultant on any project for the City and that the City shall have the right to use other planning, landscape architecture, and professional firms of any type during the term of this Agreement and any extensions thereof. Moreover, this Agreement is not a commitment by the City to the Consultant to issue any Task Order.

1.3 Performance of Certain Tasks by Consultant. The Consultant shall not be obligated to perform any prospective Task Order unless and until the City and the Consultant agree as to the particulars of the Specific Project, including the scope of the Consultant's services, time for performance, the Consultant's compensation, and all other appropriate matters.

1.4 Task Order Procedure.

A. The City and the Consultant shall agree on the scope, time for performance, and basis of compensation for each Task Order. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.

B. The Consultant will commence performance as set forth in the Task Order.

1.5 Compliance with Law. All work and services rendered hereunder shall be provided in accordance with all applicable ordinances, resolutions, statutes, laws, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction. Each Task Order shall be based on all applicable ordinances, resolutions, statutes, laws, rules and regulations and City-provided written policies and procedures as of the effective date of such Task Order. The Consultant affirmatively states that payment of all local, state and federal taxes and assessments owed by the Consultant is current.

1.6 Licenses, Permits, Fees and Assessments. The Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the professional services required by this Agreement.

1.7 Representations. As a material inducement to the City entering into this Agreement, the Consultant represents that the Consultant is a provider of first class professional work and services and the Consultant is experienced in performing the work and services contemplated herein, as well as under any Task Order, and, in light of such status and

experience, the Consultant covenants that it shall follow applicable professional standards in performing the work and services required hereunder, including all Task Orders, and that all specified materials will be of good quality, fit for the purposes intended.

1.8 Familiarity with Work. By executing this Agreement, the Consultant agrees that the Consultant (a) will thoroughly investigate and consider the scope of services to be performed under each Task Order, (b) will carefully consider how the services should be performed under each Task Order, and (c) will assure itself that it fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement and under each Task Order.

1.9 Standard of Care. It is understood that each Specific Project contemplated hereunder, or under each Task Order, shall be performed in accordance with the standards of care and diligence normally practiced by recognized professional firms in performing services of a similar nature in existence at the time of performance of the services. In order to accomplish such purpose, the Consultant shall cooperate with the City, and with other professionals who might be employed by the City.

1.10 Technical Accuracy. The City shall not be responsible for discovering deficiencies in the technical accuracy of the Consultant's services. The Consultant shall timely correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in the City-furnished information.

1.11 Supervision by Professional. All consulting, planning and design services performed by the Consultant shall be supervised by a certified planner, who is currently certified by the American Institute of Certified Planners.

2.0 COMPENSATION AND PAYMENT

2.1 Invoices and Task Order Sum. The Consultant shall prepare detailed invoices in accordance with standard invoicing practices and the specific Task Order. The Consultant's compensation will accrue on an hourly basis, in accordance with the Consultant's Hourly Rate Schedule, attached hereto as Exhibit "B". For the services rendered pursuant to this Agreement and each Task Order, the Consultant shall be compensated in an amount based upon time actually spent on the Specific Project, excluding reimbursable expenses as set forth hereinafter.

2.2 Method of Payment. Provided that the Consultant is not in default under the terms of this Agreement, the Consultant shall be paid within thirty (30) days of the City's receipt of the Consultant's monthly invoice for services performed.

2.3 Reimbursable Expenses. Reimbursement for out-of-pocket expenses such as printing, delivery charges, filing fees, subconsultant fees approved in writing by the City prior to work being commenced or application fees will be calculated by the Consultant at the

Consultant's actual cost with no administrative overhead charges. Estimated reimbursable expenses shall be included on each Task Order.

2.4 Payment—Invoices. The Consultant shall submit monthly invoices to the City for services actually performed, based on the project progress that has occurred. Invoices shall be submitted to the City's Contract Officer. The City shall pay each such invoice within thirty (30) days of its receipt and approval of said invoice by the City. The City is not obligated to pay, and will withhold from payment, any amounts the City has in dispute with the Consultant based on the Consultant's non-performance or negligent performance of any of the services under this Agreement.

2.5 Costs of Subconsultants. The costs and expenses associated with the retention and hiring of any subconsultant, as authorized under section 3.3, shall be the responsibility of and paid for by the Consultant, as part of the Consultant's compensation herein. The City shall have the right, at all times throughout this Agreement and under each Task Order, to have direct contact with any subconsultant used in each Specific Project as long as the Consultant is given an opportunity to be a co-participant.

3.0 COORDINATION OF WORK

3.1 Representative of Consultant. Chris Brewster, AICP, is hereby designated as being the representative of the Consultant authorized to act in its behalf with respect to the work and services specified herein and under each Task Order and said representative of the Consultant is authorized to make all decisions in connection therewith.

3.2 Contract Officer. Sara Copeland is hereby designated as being the representative the City has authorized to act in its behalf with respect to the work and services specified herein, and under each Task Order, and said representative shall make all decisions in connection therewith ("**Contract Officer**"). The City Administrator of the City shall have the right to designate another Contract Officer by providing written notice to the Consultant. The Contract Officer shall not have the authority to amend this Agreement. This Agreement can only be amended in writing and by action and approval of the City Council.

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

3.4 Independent Contractor. Neither the City nor any of its officials, officials, or employees shall have any control over the manner, mode or means by which the Consultant, its officers, agents or employees, perform the services required herein, except as otherwise set forth. The Consultant shall perform all services required herein and/or under any Task Order as an independent contractor of the City and shall remain under only such obligations as are

consistent with that role. The Consultant 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.

3.5 City Benefits. The Consultant shall not be entitled to any of the benefits for the employees of the City. Moreover, the Consultant shall not be covered by the workers' compensation program of the City.

4.0 INSURANCE AND INDEMNIFICATION

4.1 Insurance. The Consultant 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 and any Task Order, the following policies of insurance:

A. Commercial General Liability Insurance. A policy of commercial general liability insurance written on a per occurrence basis with minimum limits of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage including coverages for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations. The Commercial General Liability Policy shall name the City of North Kansas City, Missouri and all its employees, officials, volunteers, and assigns, as additional insured, in a form which shall be acceptable to the City's insurance professionals and advisers.

B. Worker's Compensation Insurance. A policy of worker's compensation insurance in an amount which fully complies with the statutory requirements of the State of Missouri and which includes \$1,000,000 employer's liability.

C. Comprehensive Automobile Liability Insurance. A policy of business automobile liability insurance written on a per occurrence basis with a combined limit liability in the amount of \$1,000,000 bodily injury and property damage. Said policy shall include coverage for owned, non-owned, leased and hired cars.

D. Professional Liability Insurance. Professional Liability Insurance will be provided by the Consultant to cover claims arising out of the negligent acts, errors and omissions by the Consultant, any subconsultant, or anyone directly or indirectly employed by them. The coverage provided will be not less than \$2,000,000 per claim and aggregate.

All of the above policies of insurance shall be primary insurance. (Reference Section 4.3 regarding sufficiency.) The insurer shall waive all rights of subrogation (except Professional Liability) and contribution it may have against the City, its officers, officials, employees and agents, and their respective insurers. In the event any of said policies of insurance are canceled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant 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 Consultant agrees that the provisions of this Section 4.1 shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible. In the event the Consultant subcontracts any portion of the work in compliance with Section 3.3 of this Agreement the contract between the Consultant and such subconsultant shall require the subconsultant to maintain the same policies of insurance that the Consultant is required to maintain pursuant to this Section.

4.2 Indemnification. The Consultant agrees to indemnify the City, its officers, officials, 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 Consultant, its employees, subconsultants, or invitees, provided for herein, or arising from the negligent acts or omissions of the Consultant hereunder, or arising from the Consultant's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement or any Task Order, whether or not there is concurrent passive or active negligence on the part of the City, its officers, officials, agents or employees but excluding such claims or liabilities arising from the sole negligence or willful misconduct of the City, its officers, or employees, who are directly responsible to the City, and in connection therewith:

A. The Consultant 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 reasonable attorneys' fees incurred in connection therewith;

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

C. In the event the City, its officers, officials, agents or employees is made a party to any action or proceeding filed or prosecuted against the Consultant 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 Consultant hereunder, the Consultant agrees to pay to the City, its officers, officials, agents or employees, any and all costs and expenses incurred by the City, its officers, officials, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

This indemnification shall survive the termination or conclusion of this Agreement. The Consultant expressly understands and agrees that any insurance protection required by this contract or otherwise provided by the Consultant shall in no way limit the responsibility to indemnify, defend, save and hold harmless the City or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

The City has no obligation to provide legal counsel or defense to the Consultant or its subconsultants in the event that a suit, claim, or action of any character is brought by any person not party to this Agreement against the Consultant as a result of or relating to obligations under this Agreement.

4.3 Sufficiency of Insurer. All insurance shall be placed with insurance companies lawfully authorized to do business in the State of Missouri and having at least an A.M Best “A-” rating and an A.M Best Financial Size Rating of VIII, 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 Consultant 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 Consultant 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 Initial Term. Unless earlier terminated in accordance with Section 5.5 or 5.6 below, the initial term of this Agreement shall commence upon receipt from the City of a notice to proceed under the terms and conditions of this Agreement and shall continue in full force until December 31, 2021 (the “**Initial Term**”). The payment of any compensation due under this Agreement for any year within the Initial Term or any renewal term provided for herein is contingent upon the annual appropriation of funds by the City Council of the City. The failure of the City Council to appropriate funds for this purpose shall relieve all parties from any responsibility under this Agreement.

5.2 Renewal Terms. The City may extend the term of this Agreement for up to three (3) additional one (1) year periods, each renewal term ending on December 31 of each renewal year. Prior to the expiration date of the Initial Term or any renewal term, the City shall notify the Consultant in writing of its intent to exercise any renewal option or allow this Agreement to expire.

5.3 Transition Term. Notwithstanding the expiration of the Initial Term or any subsequent term or all options to renew, the Consultant and the City shall continue performance under this Agreement until the City has a new contract in place with either the Consultant or another provider or until the City terminates this Agreement. In no event shall this

transition term exceed one hundred twenty (120) calendar days unless the City and the Consultant mutually agree otherwise in writing.

5.4 Times for Rendering Services.

A. The times for performing services or providing deliverables will be stated in each Task Order. If no times are so stated, the Consultant shall perform services and provide deliverables within a reasonable time.

B. If, through no fault of the Consultant, such periods of time or dates are changed, or the orderly and continuous progress of the Consultant's services is impaired, or the Consultant's services are delayed or suspended, then the time for completion of the Consultant's services shall be adjusted equitably.

C. If the City authorizes changes in the scope, extent, or character of the Specific Project, then the time for completion of the Consultant's services, and the rates and amounts of the Consultant's compensation, shall be adjusted equitably.

D. The City shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Consultant's performance of its services.

5.5 Termination for Breach. Failure of the Consultant to fulfill the Consultant's obligations under this Agreement or under any Task Order in a timely and professionally competent manner in accordance with the schedule and description of services set forth in the Task Order shall constitute a breach of the contract, and the City shall thereupon have the right to terminate this Agreement and any Task Order upon not less than ten (10) days written notice to the Consultant, giving the Consultant the opportunity to cure in writing. The City shall give written notice of the Consultant's failure to fulfill the Consultant's obligations under this Agreement in a timely and professionally competent manner in accordance with the schedule and description of services set forth in the Task Order. The Consultant shall thereafter cure such breach within ten (10) days, unless the breach cannot reasonably be cured within ten (10) days, in which case the Consultant shall submit to the City in writing within ten (10) days its plan to cure the breach within a reasonable time. The City shall give written notice of termination to the Consultant by one of four different means: Personal delivery; Facsimile transmission ("FAX") if the Consultant has a FAX number; U.S. Postal Service Mails; or by a recognized overnight delivery service; or the City may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is given by personal delivery or by FAX to the Consultant, on the first day after notice is forwarded to the Consultant by a recognized overnight delivery service, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, plans, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Consultant under this Agreement shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any work professionally and competently completed on such documents and other materials; provided, that the Consultant shall not be relieved of liability to

the City for damages sustained by the City by virtue of any such breach of the contract by the Consultant.

5.6 Termination for Convenience. The City shall have the right at any time by written notice to the Consultant to terminate and cancel this Agreement, without cause, for the convenience of the City, and the Consultant shall immediately stop work. In such event, the City shall not be liable to the Consultant except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by the Consultant for the performance of the cancelled portions of the Agreement, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by the Consultant.

6.0 MISCELLANEOUS

6.1 Covenant against Discrimination. The Consultant covenants that, by and for itself, its successors, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

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

6.3 Conflict of Interest. No officer, official or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the 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 Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

6.4 Notice. Any notice, demand, request, document, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally, sent via facsimile transmission, sent by prepaid, first-class mail, or sent by recognized overnight delivery service; in the case of the City, to the City Administrator and to the attention of the Contract Officer, CITY OF NORTH KANSAS CITY, 2010 Howell, North Kansas City, Missouri 64116, and in the case of the Consultant, to Chris Brewster, AICP, Gould Evans Associates, LC, 4200 Pennsylvania Avenue, Kansas City, Missouri 64111.

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

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

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

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

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

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

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

the personal jurisdiction of such court in the event of such action. All applicable provisions required by law shall be deemed to be incorporated herein.

6.12 Confidentiality of Documents. Any reports, data, design or similar information given to or prepared or assembled by the Consultant under this Agreement which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

6.13 Incorporation of Whereas Clauses. The foregoing whereas clauses are hereby incorporated into this Agreement and made a part hereof.

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

6.15 Limitations. The City and the Consultant shall not be liable to each other for any special, incidental, indirect, or consequential damages, including but not limited to, loss of profits or revenue; loss of use; loss of opportunity; loss of goodwill and cost of capital.

7.0 DEFINITIONS

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

1. *Agreement:* This "Contract Services Agreement for the Consultant Services" including those exhibits attached hereto and any duly executed Task Order.
2. *City:* The City of North Kansas City, Missouri. This is the entity with which the Consultant has entered into this Agreement and for which the Consultant's services are to be performed.
3. *Consultant:* Gould Evans Associates, LC. This is the entity named as such in this Agreement.

4. *Documents:* Data, reports, drawings, specifications, record drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by the Consultant to the City pursuant to this Agreement.
5. *Specific Project:* An undertaking of the City as set forth in a Task Order.
6. *Task Order:* A document executed by the City and the Consultant, including amendments if any, stating the scope of services, the Consultant's compensation, times for performance of services and other relevant information for a Specific Project.

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*

By: _____
Donald Stielow
Mayor

GOULD EVANS ASSOCIATES, LC
a Missouri limited liability company

By: _____
Authorized Representative

EXHIBIT "A"
TASK ORDER

This is Task Order No. _____, consisting of _____ pages.
--

Task Order

In accordance with Paragraph 1.1 of the Contract Services Agreement for Consultant Services dated the _____ day of December, 2020 ("**Agreement**"), the City and the Consultant agree as follows:

1. Specific Project Data

A. Title: _____

B. Description: _____

C. Number of Construction Contracts

The Specific Project is anticipated to be constructed under _____ Construction Contracts.

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

Drafting Plans, Amendments, Regulations, and Guidelines

Study and Report Services

Design Services

Designing to a Construction Cost Limit

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

Community Engagement or Facilitation Services

Other Services

3. Times for Rendering Services

Phase

Completion Date

4. Payment to Consultant

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

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

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

5. Sub-consultants:

6. Other Modifications to Agreement:

7. Attachments:

8. Documents Incorporated By Reference:

9. Terms and Conditions: Execution of the Task Order by the City and the Consultant shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. The

Consultant is authorized to begin performance upon its receipt of a copy of this Task Order signed by the City.

The Effective Date of this Task Order is _____, _____.

CITY:
CITY OF NORTH KANSAS CITY, MISSOURI

CONSULTANT:
GOULD EVANS ASSOCIATES LC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

DESIGNATED REPRESENTATIVE FOR
TASK ORDER :

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Name: Sara Copeland

Name: Chris Brewster, AICP

Title: Director of Community Development

Title: Associate Vice President

Address:
2010 Howell
North Kansas City, Missouri 64116

Address:
4200 Pennsylvania Ave.
Kansas City, Missouri 64111

E-Mail
Address: scopeland@nkc.org

E-Mail
Address: chris.brewster@gouldevans.com

Phone: (816) 274-6006

Phone: (816) 701-5655

Fax: (816) 421-0966

Fax:

EXHIBIT “B”
SCHEDULE OF COMPENSATION

CONSULTANT’S 2020-21 HOURLY RATE SCHEDULE*

NORTH KANSAS CITY – ON-CALL SERVICES

October 1, 2020

Gould Evans Consultant Cost – October 2020

CONSULTANT’S HOURLY RATE SCHEDULE:

Principal-	\$245.00
Associate Principal –	\$215.00
Senior Planning Manager –	\$160.00
Senior Planner –	\$140.00
Senior Landscape Architect –	\$155.00
Project Architect -	\$145.00
Planner 1 –	\$85.00
Administrative Support -	\$75.00

REIMBURSABLES:

Printing & reproduction	Cost
Travel	\$0.575/mile

*Subject to the prior written approval by the City Council of the City, the Consultant’s Hourly Rate Schedule shall be subject to an annual adjustment at the first of each calendar year, commencing January 1, 2022. The City is under no obligation to accept such change in the Consultant’s Hourly Rate and may terminate this Agreement rather than accept such increase in the Consultant’s Hourly Rate.

MEMORANDUM



TO: Mayor, City Council
City Administrator

FROM: David Harris, Building Official

DATE: December 15, 2020

RE: Site-Specific Code Modification, North Kansas City Hospital

This site-specific code modification request is to allow primary and secondary roof drains to be combined to accommodate a proposed new generator plant to serve the Main Tower at North Kansas City Hospital. The new structure will be located adjacent to the 1961 Building #1 as shown on Exhibit A.

On March 5, 2019, the City Council adopted the 2018 International Plumbing Code (IPC) by reference as Chapter 15.16 of the City Code. Section 1108-SECONDARY (EMERGENCY) ROOF DRAINS Subsection 1108.2 Separate Systems Required, states *Secondary roof drain systems shall have the end point of discharge separate from the primary system. Discharge shall be above grade, in a location that would normally be observed by the building occupants or maintenance personnel.* This requirement presents a design challenge. The alternative would be to route a separate secondary roof drain piping system through the building to discharge above grade.

Various jurisdictions use versions of the Uniform Plumbing Code (UPC) as their plumbing code requirement. The design engineer proposes a Combined roof drainage system at this location with appropriate pipe sizes as would be allowed by the UPC.

Staff agrees with this request and recommends approval of a site-specific code modification by eliminating the requirement of Subsection 1108.2. and allowing a combined appropriately sized roof drainage piping system as would be allowed in the 2018 UPC, Section 1101.12.

1108.2 Separate systems required. Secondary roof drain systems shall have the end point of discharge separate from the primary system. Discharge shall be above grade, in a location that would normally be observed by the building occupants or maintenance personnel.

1108.3 Sizing of secondary drains. Secondary (emergency) roof drain systems shall be sized in accordance with Section 1106 based on the rainfall rate for which the primary system is sized. Scuppers shall be sized to prevent the depth of ponding water from exceeding that for which the roof was designed as determined by Section 1101.7. Scuppers shall have an opening dimension of not less than 4 inches (102 mm) in height and have an opening width equal to the circumference of the roof drain required for the area served. The flow through the primary system shall not be considered when sizing the secondary roof drain system.

SECTION 1106 SIZE OF CONDUCTORS, LEADERS AND STORM DRAINS

1106.1 General. The size of the vertical conductors and leaders, building *storm drains*, building *storm sewers* and any horizontal branches of such drains or *sewers* shall be based on the 100-year hourly rainfall rate indicated in Figure 1106.1 or on other rainfall rates determined from *approved* local weather data.

STORM DRAINAGE

and the capacity of the pump shall be not less than 15 gallons per minute (gpm) (0.95 L/s). The discharge piping from the sump pump shall be not less than 1½ inches (40 mm) in diameter and have a union or other approved quick-disconnect assembly to make the pump accessible for servicing.

1101.6.3 Splash Blocks. For separate dwellings not serving continuously flowing springs or groundwater, the sump discharge pipe shall be permitted to discharge onto a concrete splash block with a minimum length of 24 inches (610 mm). This pipe shall be within 4 inches (102 mm) of the splash block and positioned to direct the flow parallel to the recessed line of the splash block.

1101.6.4 Backwater Valve. Subsoil drains subject to backflow when discharging into a storm drain shall be provided with a backwater valve in the drain line so located as to be accessible for inspection and maintenance.

1101.6.5 Open Area. Nothing in Section 1101.6 shall prevent drains that serve either subsoil drains or areaways of a detached building from discharging to a properly graded open area, provided that:

- (1) They do not serve continuously flowing springs or groundwater;
- (2) The point of discharge is not less than 10 feet (3048 mm) from a property line;
- (3) It is impracticable to discharge such drains to a storm drain, to an approved water course, to the front street curb or gutter, or to an alley.

1101.7 Building Subdrains. Building subdrains located below the public sewer level shall discharge into a sump or receiving tank, the contents of which shall be automatically lifted and discharged into the drainage system as required for building sumps.

1101.8 Areaway Drains. Open subsurface space adjacent to a building, serving as an entrance to the basement or cellar of a building, shall be provided with a drain or drains. The areaway drains shall be not less than 2 inches (50 mm) in diameter for areaways at a maximum of 100 square feet (9.29 m²) in area, and shall be discharged in the manner provided for subsoil drains not serving continuously flowing springs or groundwater (see Section 1101.6.1). Areaways exceeding 100 square feet (9.29 m²) shall not drain into subsoil drains. The drains for areaways exceeding 100 square feet (9.29 m²) shall be sized in accordance with Table 1103.2.

1101.9 Window Areaway Drains. Window areaways at a maximum of 10 square feet (0.93 m²) in area shall be permitted to discharge to the subsoil drains through a 2 inch (50 mm) diameter pipe. However, window areaways exceeding 10 square feet (0.93 m²) in area shall be handled in the manner provided for entrance areaways (see Section 1101.8).

1101.10 Filling Stations and Motor Vehicle Washing Establishments. Public filling stations and motor vehicle washing establishments shall have the paved area sloped toward sumps or gratings within the property lines. Curbs not less than 6 inches (152 mm) high shall be placed where required to direct water to gratings or sumps.

1101.11 Paved Areas. Where the occupant creates surface water drainage, the sumps, gratings, or floor drains shall be piped to a storm drain or an approved water course.

1101.12 Roof Drainage. Roof drainage shall comply with Section 1101.12.1 and Section 1101.12.2.

1101.12.1 Primary Roof Drainage. Roof areas of a building shall be drained by roof drains or gutters. The location and sizing of drains and gutters shall be coordinated with the structural design and pitch of the roof. Unless otherwise required by the Authority Having Jurisdiction, roof drains, gutters, vertical conductors or leaders, and horizontal storm drains for primary drainage shall be sized based on a storm of 60 minutes duration and 100 year return period. Refer to Table D 101.1 (in Appendix D) for 100 years, 60-minute storms at various locations.

1101.12.2 Secondary Drainage. Secondary (emergency) roof drainage shall be provided by one of the methods specified in Section 1101.12.2.1 or Section 1101.12.2.2.

1101.12.2.1 Roof Scuppers or Open Side. Secondary roof drainage shall be provided by an open-sided roof or scuppers where the roof perimeter construction extends above the roof in such a manner that water will be trapped. An open-sided roof or scuppers shall be sized to prevent the depth of ponding water from exceeding that for which the roof was designed as determined by Section 1101.12.1. Scupper openings shall be not less than 4 inches (102 mm) high and have a width equal to the circumference of the roof drain required for the area served, sized in accordance with Table 1103.1.

1101.12.2.2 Secondary Roof Drain. Secondary roof drains shall be provided. The secondary roof drains shall be located not less than 2 inches (51 mm) above the roof surface. The maximum height of the roof drains shall be a height to prevent the depth of ponding water from exceeding that for which the roof was designed as determined by Section 1101.12.1. The secondary roof drains shall connect to a piping system in accordance with Section 1101.12.2.2.1 or Section 1101.12.2.2.2.

1101.12.2.2.1 Separate Piping System.

The secondary roof drainage system shall be a separate system of piping, independent of the primary roof drainage system. The discharge shall be above grade, in a location observable by the building occupants or maintenance personnel. Secondary roof drain systems shall be sized in accordance with Section 1101.12.1 based on the rainfall rate for which the primary system is sized.

1101.12.2.2.2 Combined System.

The secondary roof drains shall connect to the vertical piping of the primary storm drainage conductor downstream of the last horizontal offset located below the roof. The primary storm drainage system shall connect to the building storm water

that connects to an underground public storm sewer. The combined secondary and primary roof drain systems shall be sized in accordance with Section 1103.0 based on double the rainfall rate for the local area.

1101.13 Cleanouts. Cleanouts for building storm drains shall comply with the requirements of Section 719.0 of this code.

1101.13.1 Rain Leaders and Conductors. Rain leaders and conductors connected to a building storm sewer shall have a cleanout installed at the base of the outside leader or outside conductor before it connects to the horizontal drain.

1101.14 Rainwater Sumps. Rainwater sumps serving "public use" occupancy buildings shall be provided with dual pumps arranged to function alternately in the case of overload or mechanical failure. Pumps rated 600 V or less shall comply with UL 778 and shall be installed in accordance with the manufacturer's installation instructions.

1101.15 Traps on Storm Drains and Leaders. Leaders and storm drains, where connected to a combined sewer, shall be trapped. Floor and area drains connected to a storm drain shall be trapped.

Exception: Traps shall not be required where roof drains, rain leaders, and other inlets are at locations permitted under Section 906.0, Vent Termination.

1101.15.1 Where Not Required. No trap shall be required for leaders or conductors that are connected to a sewer carrying storm water exclusively.

1101.15.2 Trap Size. Traps, where installed for individual conductors, shall be the same size as the horizontal drain to which they are connected.

1101.15.3 Method of Installation of Combined Sewer. Individual storm-water traps shall be installed on the stormwater drain branch serving each storm-water inlet, or a single trap shall be installed in the main storm drain just before its connection with the combined building sewer. Such traps shall be provided with an accessible cleanout on the outlet side of the trap.

1101.16 Leaders, Conductors, and Connections. Leaders or conductors shall not be used as soil, waste, or vent pipes nor shall soil, waste, or vent pipes be used as leaders or conductors.

1101.16.1 Protection of Leaders. Leaders installed along alleyways, driveways, or other locations where exposed to damage shall be protected by metal guards, recessed into the wall, or constructed from the ferrous pipe.

1101.16.2 Combining Storm with Sanitary Drainage. The sanitary and storm drainage systems of a building shall be entirely separate, except where a combined sewer is used, in which case the building storm drain shall be connected in the same horizontal plane through a single wye fitting to the combined building sewer not less than 10 feet (3048 mm) downstream from a soil stack.

1102.0 Roof Drains.

1102.1 Applications. Roof drains shall be constructed of aluminum, cast-iron, copper alloy of not more than 15 percent zinc, leaded nickel bronze, stainless steel, ABS, PVC, polypropylene, polyethylene, or nylon and shall comply with ASME A112.3.1 or ASME A112.6.4.

1102.2 Dome Strainers Required. Roof drains shall have domed strainers.

Exception: Roof drain strainers for use on sun decks, parking decks, and similar areas that are normally serviced and maintained, shall be permitted to be of the flat surface type. Such roof drain strainers shall be level with the deck.

1102.3 Roof Drain Flashings. The connection between the roof and roof drains that pass through the roof and into the interior of the building shall be made watertight by the use of proper flashing material.

1102.3.1 Lead Flashing. Where lead flashing material is used, it shall be not less than 4 pounds per square foot (16.017) (19 kg/m²).

1102.3.2 Copper Flashing. Where copper flashing material is used, it shall be not less than 12 ounces per square foot (368) (3.7 kg/m²).

1103.0 Size of Leaders, Conductors, and Storm Drains.

1103.1 Vertical Conductors and Leaders. Vertical conductors and leaders shall be sized by the maximum projected roof area and Table 1103.1.

1103.2 Size of Horizontal Storm Drains and Sewers. The size of building storm drains, or building storm sewers or their horizontal branches shall be based on the maximum projected roof or paved area to be handled and Table 1103.2.

1103.3 Size of Roof Gutters. The size of semi-circular gutters shall be based on the maximum projected roof area and Table 1103.3.

1103.4 Side Walls Draining onto a Roof. Where vertical walls project above a roof to permit storm water to drain into the roof area below, the adjacent roof area shall be permitted to be computed from Table 1103.1 as follows:

- (1) For one wall – add 50 percent of the wall area to the roof area figures.
- (2) For two adjacent walls of equal height – add 35 percent of the total wall areas.
- (3) For two adjacent walls of unequal height – add 35 percent of the total common height and add 50 percent of the remaining height of the highest wall.
- (4) Two opposite walls of same height – add no additional area.
- (5) Two opposite walls of differing heights – add 50 percent of the wall area above the top of the lower wall.
- (6) Walls on three sides – add 50 percent of the area of the inner wall below the top of the lowest wall, plus an allowance for the area of the wall above the top of the lowest wall, in accordance with Section 1103.4(3) and Section 1103.4(5) above.

RESOLUTION NO. **20-078**

A RESOLUTION APPROVING AND GRANTING MODIFICATIONS TO THE INTERNATIONAL PLUMBING CODE FOR CERTAIN CONSTRUCTION AT THE NORTH KANSAS CITY HOSPITAL

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

WHEREAS, on March 5, 2019, the City adopted the *International Plumbing Code* (“**IPC**”) 2018 edition, as amended, which, by reference was incorporated by reference as Chapter 15.16 of the Code of the City of North Kansas City, Missouri (the “**City Code**”); and

WHEREAS, the IPC at § 1108.2 provides as follows: “Secondary roof drain systems shall have the end point of discharge separate from the primary system. Discharge shall be above grade, in a location that would normally be observed by the building occupants or maintenance personnel”; and

WHEREAS, the above-cited requirement presents a significant and difficult design and construction challenge with respect to the existing North Kansas City Hospital (the “**Hospital**”)—with the alternative being to route a separate secondary roof drain piping system through the building to discharge above grade; and

WHEREAS, the Hospital’s authorized agent, the design engineer, proposes a combined roof drainage system at the described location with appropriate pipe sizes as generally shown and described in Exhibit “A”, attached hereto and incorporated herein by reference; and

WHEREAS, upon application by the Hospital’s authorized agent, which has been duly made to the City’s code official, the code official has found, determined and concluded that special individual reasons makes the strict letter of IPC § 1108.2 impractical and the modification requested conforms to the intent and purpose of the IPC and that such modification does not lessen health, life and fire safety requirements; and

WHEREAS, IPC § 105.1 permits modifications to the International Plumbing Code for individual cases where there are practical difficulties involved in carrying out the provisions of the IPC; and

WHEREAS, the details of the action granting modifications are hereby recorded and entered in the records of the City as set forth in Exhibit “A”; and

WHEREAS, the aforesaid changes to the *International Plumbing Code* (2018 edition), as adopted, are appropriate in this individual case and for the reason set forth therein.

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

Section 1. Granting of Code Modification. After review of all relevant facts and upon careful consideration, the City Council hereby finds and determines that it would be in the best interests of the City and its citizens, based upon the information provided by the Hospital’s authorized agent and the approval of the City’s code official, to grant the code modifications to IPC § 1108.2 as described, requested and shown in Exhibit “A” attached hereto. The City Council hereby declares that the modifications to the *International Plumbing Code* be and hereby are granted as described above for property known as the North Kansas City Hospital in the City of North Kansas City, Missouri, by authorizing the code modifications as described herein. Practical difficulties are found to exist by a strict compliance with the IPC and, therefore, the requested code modifications be and hereby are granted to the North Kansas City Hospital, as herein set out.

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

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

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

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

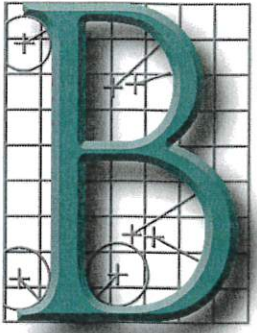
DONE this 15th day of December, 2020.

Don Stielow, *Mayor*

ATTEST:

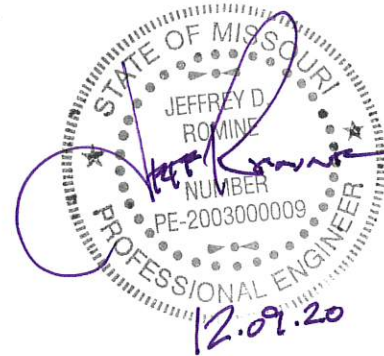
Crystal Doss, *City Clerk*

EXHIBIT “A”



December 9, 2020

David Harris, CBO • Building Official
Code Compliance Manager
City of North Kansas City, MO
2010 Howell Street
North Kansas City, MO 64116



Re: North Kansas City Hospital
New Generator Plant
Roof Drains

David:

We are designing a new generator plant to serve the Main Tower at North Kansas City Hospital. The new structure will be located adjacent to the 1961 Building #1. Attached you will find a NKCH Key Plan which indicates the area of the new construction. There are two small areas between the two buildings which present a unique challenge with respect to the secondary roof drainage system. The International Plumbing Code (IPC) indicates that the primary and secondary piping systems need to be independent. And the secondary system needs to daylight. These small areas are remote enough from an exterior wall and at a low enough elevation that a secondary piping system cannot be routed through the building and daylighted without considerable conflicts.

We would like to propose a Combined roof drain system as allowed by the UPC. This section requires both primary and secondary roof drains, but allows combining the two if the piping is increased to account for double the 100-year rainfall.

Thank you and the City of North Kansas City for considering this request. If you have any questions, please do not hesitate to contact me.

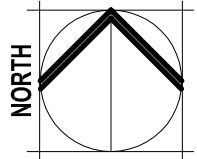
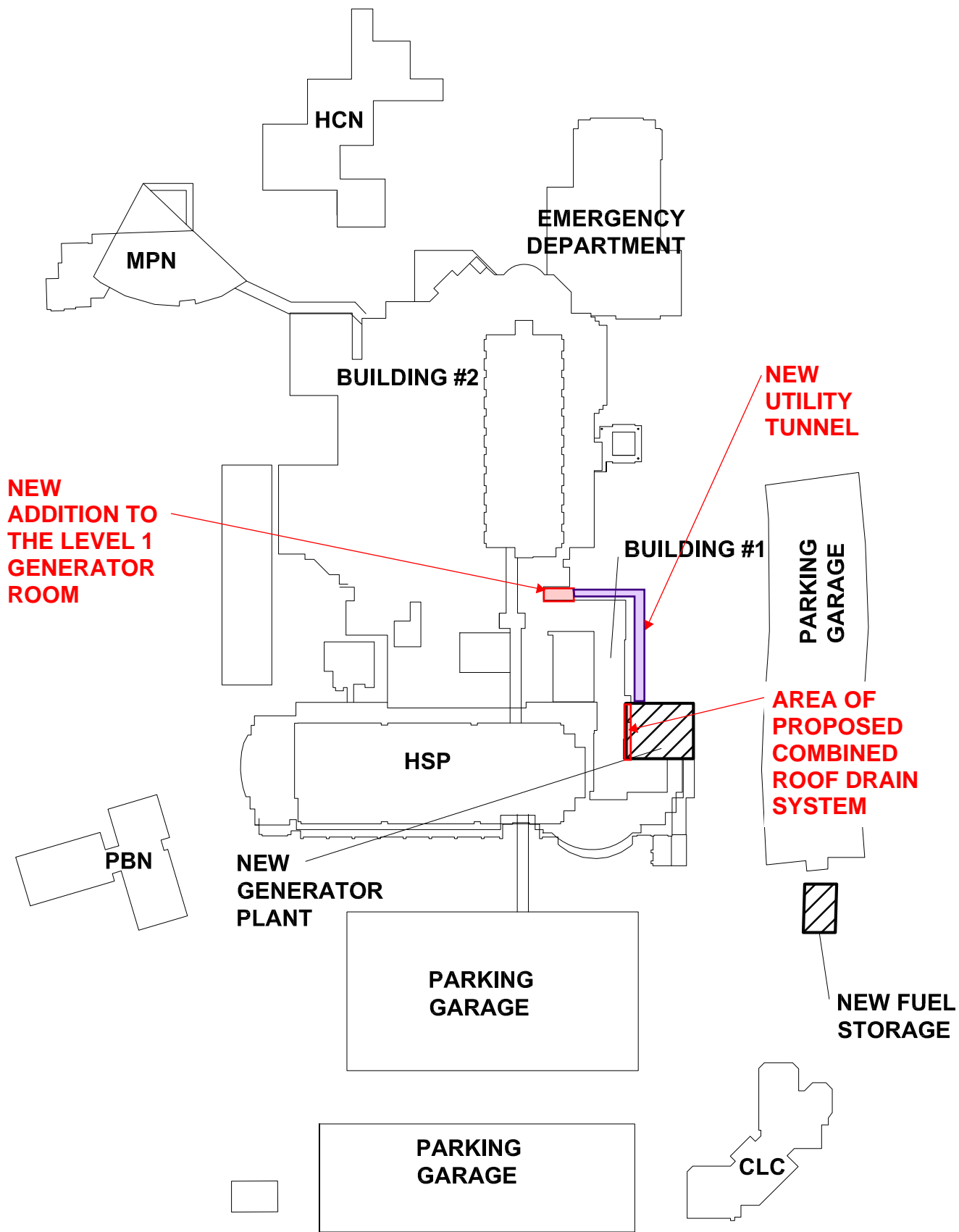
Sincerely,
BRACK & ASSOCIATES
CONSULTING ENGINEERS, PA

Jeff Romine, PE, Associate

Enclosure

3501 SW Gage Blvd.
Topeka, KS 66614-3824

Tel.: (785) 271-6644
Fax: (785) 271-6666
E-mail: ba@brackengin.com



CAMPUS KEYPLAN
NO SCALE

MEMORANDUM

TO: The Honorable Mayor and Members of the City Council

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

cc: Eric Berlin, *City Administrator*

RE: *Seventh Amendment to Employment Agreement for City Administrator*

DATE: December 15, 2020

PURPOSE: The purpose of the accompanying ordinance, if duly passed by the city council and approved by the mayor, is to amend the Employment Agreement between the City of North Kansas City, Missouri (the “**City**”) and the City Administrator, Eric Berlin (the “**Employee**”). As you will note, this particular amendment only modifies the Employee’s Employment Agreement at Section 3.1 dealing with the Employee’s Compensation—Base Salary. No other part of the Employment Agreement is affected by this proposed amendment. The remainder of the Employment Agreement, as may have otherwise previously been amended, remains in full force and effect.

REMARKS: The purpose of this Seventh Amendment is to provide Mr. Berlin with an increase in his compensation for carrying out the duties of City Administrator for the City. It is my understanding that this increase is based upon your recent evaluation of Mr. Berlin. The increase in Mr. Berlin’s compensation is retroactive to June 16, 2020 (the anniversary date of his date of hire, which is June 16, 2014). Each year Mr. Berlin’s increase in compensation has been retroactive to the anniversary of his date of hire.

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

**AN ORDINANCE APPROVING AND ADOPTING SEVENTH AMENDMENT/
ADDENDA TO EMPLOYMENT AGREEMENT BY AND BETWEEN THE CITY OF
NORTH KANSAS CITY, MISSOURI, AND ERIC BERLIN, CITY ADMINISTRATOR.**

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 Eric Berlin (“**Employee**”) entered into that certain Employment Agreement dated May 21, 2014 (the “**Employment Agreement**”); and

WHEREAS, the City and Employee desire, by the attached amendment, to amend the Employment Agreement.

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 Seventh 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 Seventh Amendment/Addenda to Employment Agreement with Eric Berlin (the “**Seventh Amendment**”), who is employed with the City of North Kansas City, Missouri as its City Administrator. A copy of the Seventh Amendment is attached hereto, marked “**Exhibit A**”, and is incorporated herein by reference. The provisions of said Seventh 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 Seventh 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 15th day of December, 2020.

Don Stielow, *Mayor*

ATTEST:

Crystal Doss, *City Clerk*

APPROVED this 15th day of December, 2020.

Don Stielow, *Mayor*

APPROVED AS TO FORM:

Anthony W. Bologna, *City Attorney*

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

EXHIBIT “A”

SEVENTH AMENDMENT/ADDENDA TO EMPLOYMENT AGREEMENT

THIS SEVENTH AMENDMENT/ADDENDA (this “**Seventh Amendment**”) is to that certain Employment Agreement dated the 21st day of May, 2014 (“**Employment Agreement**”), previously amended, by and between the CITY OF NORTH KANSAS CITY, MISSOURI, a Missouri municipal corporation (the “**Employer**”), and ERIC BERLIN (the “**Employee**”), for the employment of the Employee by the Employer as City Administrator.

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: The Employer agrees to pay the Employee an annual base salary of One Hundred Forty-four Thousand Nine Hundred Ninety-nine and No/100 Dollars (\$144,999), payable in installments at the same time that the other employees of the Employer are paid. This annual salary shall be retroactive to June 16, 2020, the anniversary date of Employee’s employment with Employer.

FULL FORCE AND EFFECT. Except as modified by this Sixth 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 December, 2020.

(Employer)

(Employee)

CITY OF NORTH KANSAS CITY, MISSOURI

By _____
Don Stielow, *Mayor*

Eric Berlin

BILL NO. 7569

ORDINANCE NO. 9366

**AN ORDINANCE AUTHORIZING PAYMENT FOR CERTAIN ACCOUNTS
DUE AND PAYABLE BY THE CITY THROUGH DECEMBER 11, 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	235,776.83
B. Payroll Transfers	390,684.71
C. Transportation Sales Tax	53,156.25
D. Convention & Tourism	2,987.50
E. Gaming Fund	342,367.50
F. Community Center	—
G. Water Fund	9,122.67
H. Sewerage System Fund	459,672.98
I. Pension Fund	—
J. Northgate Capital Project	3,445.75
K. Health Fund	—
L. Communications Fund	—
	<hr/>
	\$ 1,497,214.19
	<hr/> <hr/>

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

PASSED this 15th day of December, 2020

Mayor

APPROVED this 15th day of December, 2020

Mayor

ATTEST:

City Clerk

PAYMENT ORDINANCE DETAIL FOR DECEMBER 11, 2020

	VISA WIRE	CHECK/DRAFT	TOTAL
GENERAL FUND	\$ -	235,776.83	235,776.83
PARKS & RECREATION	-	3,838.73	3,838.73
LIBRARY	-	8,916.29	8,916.29
TRANSPORTATION	-	53,156.25	53,156.25
CONVENTION & TOURISM	-	2,987.50	2,987.50
GAMING FUND	-	342,367.50	342,367.50
NORTHGATE CAPITAL PROJECT	-	3,445.75	3,445.75
HEALTH FUND	-	—	—
WATER	-	9,122.67	9,122.67
SEWER	-	459,672.98	459,672.98
COMMUNITY CENTER	-	0.00	—
COMMUNICATIONS FUND	-	0.00	—
PENSION	-	—	—
REPORT SUB-TOTAL	\$ -	\$ 1,119,284.50	\$ 1,119,284.50

PAYROLL TRANSFERS THROUGH DECEMBER 11, 2020 390,684.71

Total Payments **\$ 1,509,969.21**

Less Parks & Library (12,755.02)

ORDINANCE TOTAL **\$ 1,497,214.19**



North Kansas City, MO

Expense Approval Report

By Segment (Select Below)

Payment Dates 12/2/2020 - 12/16/2020

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
ELITE ROOFING SUPPLY - KS LLC	120800	11/09/2020	Overpayment of Storage BL Due...	10-2430	103.57
POLICE LEGAL SCIENCES, INC	120895	12/07/2020	POLICE LEGAL SCIENCE 2021	10-3010	3,140.70
POLICE LEGAL SCIENCES, INC	120895	12/07/2020	POLICE LEGAL SCIENCES	10-3012	1,850.42
USBANK - INSTITUTIONAL TR...	120814	12/08/2020	P&F PENSION FIRE-EE	10-2251	4,260.33
USBANK - INSTITUTIONAL TR...	120814	12/08/2020	P&F PENSION POLICE-EE	10-2251	2,516.84
CITY OF NORTH KANSAS CITY	120806	12/08/2020	FLEX DC	10-2266	384.60
CITY OF NORTH KANSAS CITY	120806	12/08/2020	FLEX MEDICAL	10-2267	711.59
CITY OF NORTH KANSAS CITY	120806	12/08/2020	FLEX MEDICAL	20-2267	95.00
CITY OF NORTH KANSAS CITY	120806	12/08/2020	FLEX MEDICAL	21-2267	103.85
CITY OF NORTH KANSAS CITY	120806	12/08/2020	FLEX MEDICAL	22-2267	38.46
CITY OF NORTH KANSAS CITY	120806	12/08/2020	FLEX MEDICAL	60-2267	96.15
NATIONWIDE 457	DFT0001908	12/08/2020	NATIONWIDE 457	10-2250	3,196.01
NATIONWIDE 457	DFT0001908	12/08/2020	NATIONWIDE 457	10-2258	460.00
VOYA 457	DFT0001909	12/08/2020	VOYA 457	10-2253	1,915.82
VOYA 457	DFT0001909	12/08/2020	VOYA 457	20-2253	25.00
VOYA 457	DFT0001909	12/08/2020	VOYA 457	21-2253	44.64
VOYA 457	DFT0001909	12/08/2020	VOYA 457	22-2253	100.28
Jared Swift	120810	12/09/2020	Bond return	10-2430	50.00
Admir Mehanovic	120805	12/09/2020	Bond return	10-2430	6.00
MISSOURI DEPT OF REVENUE	120876	12/09/2020	COURT AUTOMATION FEE NOV...	10-2103	525.00
MISSOURI DEPT OF REVENUE	120877	12/09/2020	CRIME VICTIM NOVEMBER 2020	10-2410	969.68
CLAY COUNTY TREASURER	120834	12/09/2020	DOMESTIC VIOLENCE NOVEMB...	10-2415	540.00
MISSOURI STATE TREASURER	120880	12/09/2020	PEACE OFFICER NOVEMBER 20...	10-2418	140.00
MISSOURI SHERIFF'S RETIREME...	120879	12/09/2020	SHERIFF'S FUND NOVEMBER 20...	10-2412	408.00
ICMA - RC RETIREMENT COMP...	DFT0001910	12/10/2020	ICMA - EE	10-2252	9,043.84
ICMA - RC RETIREMENT COMP...	DFT0001910	12/10/2020	ICMA - EE	10-2259	1,230.28
ICMA - RC RETIREMENT COMP...	DFT0001910	12/10/2020	ICMA - EE	20-2252	324.65
ICMA - RC RETIREMENT COMP...	DFT0001910	12/10/2020	ICMA - EE	21-2252	94.99
ICMA - RC RETIREMENT COMP...	DFT0001910	12/10/2020	ICMA - EE	22-2252	402.31
ICMA - RC RETIREMENT COMP...	DFT0001910	12/10/2020	ICMA - EE	60-2252	501.23
ICMA - RC RETIREMENT COMP...	DFT0001910	12/10/2020	ICMA	60-2259	41.46
ICMA - RC RETIREMENT COMP...	DFT0001910	12/10/2020	DEFERRED COMP	61-2252	171.78
					33,492.48
Department: 505 - ADMINISTRATION					
NECCO COFFEE INC	120886	12/02/2020	Coffee	10-505-7001	113.68
OFFICE DEPOT INC	120892	12/02/2020	OFFICE SUPPLIES	10-505-7001	77.00
OFFICE DEPOT INC	120892	12/02/2020	OFFICE SUPPLIES	10-505-7001	635.62
NECCO COFFEE INC	120886	12/07/2020	Coffee	10-505-7001	79.70
OFFICE DEPOT INC	120892	12/07/2020	OFFICE SUPPLIES	10-505-7001	89.03
OFFICE DEPOT INC	120892	12/07/2020	OFFICE SUPPLIES	10-505-7001	84.38
OFFICE DEPOT INC	120892	12/07/2020	refund for mdse not rec'd	10-505-7001	-182.42
OFFICE DEPOT INC	120892	12/07/2020	OFFICE SUPPLIES	10-505-7001	182.42
VOYA 457	DFT0001909	12/08/2020	VOYA 457	10-505-5210	137.76
NECCO COFFEE INC	120886	12/09/2020	Coffee	10-505-7001	111.64
WEST PUBLISHING CORP	120910	12/09/2020	MONTHLY CHARGE FOR WEST ...	10-505-6030	929.10
Office Essentials Inc	120893	12/09/2020	HAND SANITIZER	10-505-7001	129.99
MORAN FOODS	120882	12/10/2020	TURKEY VOUCHERS	10-505-5490	904.54
ICMA - RC RETIREMENT COMP...	DFT0001910	12/10/2020	DEFERRED COMP	10-505-5210	720.80
RUBINBROWN LLP	120897	12/15/2020	FY 2020 Audit Services	10-505-6020	5,200.00
Department 505 - ADMINISTRATION Total:					9,213.24
Department: 506 - MUNICIPAL COURT					
NECCO COFFEE INC	120886	12/02/2020	Coffee	10-506-7001	14.95
OFFICE DEPOT INC	120892	12/09/2020	COURT OFFICE DEPOT INV # 13...	10-506-7001	263.39
OFFICE DEPOT INC	120892	12/09/2020	COURT OFFICE DEPOT INV # 13...	10-506-7001	74.99

Expense Approval Report

Payment Dates: 12/2/2020 - 12/16/2020

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
KC BLUEPRINT & PLAN ROOM I...	120862	12/09/2020	COURT - KC BLUEPRINT	10-506-7006	583.00
ICMA - RC RETIREMENT COMP...	DFT0001910	12/10/2020	DEFERRED COMP	10-506-5210	68.42
TYLER TECHNOLOGIES INC	120907	12/15/2020	Brazos Court System Interface ...	10-506-6115	3,250.00
Department 506 - MUNICIPAL COURT Total:					4,254.75

Department: 507 - ECONOMIC DEVELOPMENT

BRYAN CAVE LEIGHTON PAISNE...	120826	12/09/2020	LEGAL WORK 1007 ARMOUR R...	10-507-6090	13,263.25
BRYAN CAVE LEIGHTON PAISNE...	120826	12/09/2020	LEGAL WORK -- 18TH AND SWIF...	10-507-6090	12,416.25
BRYAN CAVE LEIGHTON PAISNE...	120826	12/09/2020	LEGAL WORK -- 18TH AND SWIF...	10-507-6090	3,214.75
BRYAN CAVE LEIGHTON PAISNE...	120826	12/09/2020	LEGAL WORK -- SUNFLOWER -- ...	10-507-6090	27,588.25
BRYAN CAVE LEIGHTON PAISNE...	120826	12/09/2020	LEGAL WORK -- 1007 ARMOUR ...	10-507-6090	8,681.75
Department 507 - ECONOMIC DEVELOPMENT Total:					65,164.25

Department: 510 - FIRE

MEDICAL EQUIPMENT SOLUTI...	120872	12/02/2020	Rental for the month of Nov	10-510-7011	26.50
CENTRAL JACKSON CO FPD	120829	12/02/2020	Jake Long & Jordan Sands Para...	10-510-5426	1,125.00
MEDICAL EQUIPMENT SOLUTI...	120872	11/25/2020	Monthly Oxygen rental	10-510-7011	30.00
OFFICE DEPOT INC	120892	11/30/2020	Shipping boxes, Sharpies	10-510-7001	15.83
OFFICE DEPOT INC	120892	11/30/2020	Shipping boxes, Sharpies	10-510-7001	8.90
ADVANCED DATA PROCESSING ...	120818	11/30/2020	Monthly Ambulance billing	10-510-6305	2,650.20
MCKESSON MEDICAL-SURGICAL...	120870	11/30/2020	Lidocane Supply	10-510-7011	54.25
Leo M. Ellebracht Company	120865	11/30/2020	New Fire Hoses Attack Lines	10-510-8750	828.72
DAY-STAR CORPORATION	120840	11/30/2020	Glasses Clear antifog lens	10-510-7011	31.20
FEDEX EXPRESS	120849	11/30/2020	To return expired medications	10-510-7011	10.81
GALLS LLC	120852	11/30/2020	B Masters uniform trousers	10-510-7050	69.22
GALLS LLC	120852	11/30/2020	Oxfords, Pants, Polos, Tactical ...	10-510-7050	780.67
MUNICIPAL EMERGENCY SERVI...	120884	11/30/2020	Snaps, Suspenders, Buttons	10-510-7010	58.08
MERITAS HEALTH CORP	120813	12/07/2020	FD ANNUAL PHYSICALS	10-510-5440	677.00
DIAMOND MANUFACTURING I...	120842	12/08/2020	Cushion Liner - Ratchet	10-510-7010	216.00
DIAMOND MANUFACTURING I...	120842	12/08/2020	Extrication hybrid medium	10-510-7010	40.00
DAY-STAR CORPORATION	120840	12/08/2020	Repirator full face, Respirator Fi...	10-510-7010	212.59
FEDEX EXPRESS	120849	12/08/2020	Shipment of Bunker Gear	10-510-7010	10.81
FEDEX EXPRESS	120849	12/08/2020	Shipment of expired medications	10-510-7011	63.69
GALLS LLC	120852	12/08/2020	1 Suit, 1 Trouser, 1 rank strip, 1 ...	10-510-7050	188.34
USBANK - INSTITUTIONAL TR...	120814	12/08/2020	P&F PENSION FIRE-ER	10-510-5220	9,482.56
NATIONWIDE 457	DFT0001908	12/08/2020	NATIONWIDE 457	10-510-5210	1,421.32
VOYA 457	DFT0001909	12/08/2020	VOYA 457	10-510-5210	309.31
MEDASSURE HEARTLAND LLC	120871	12/09/2020	Bio hazard waste removal	10-510-7011	41.20
MEDASSURE HEARTLAND LLC	120871	12/09/2020	Bio hazard waste removal	10-510-7011	41.20
Jones & Bartlett Learning LLC	120860	12/09/2020	ONITK: PEPP PED EDUC PREHO...	10-510-5426	196.46
MEDICAL EQUIPMENT SOLUTI...	120872	12/09/2020	Oxygen Lot rental	10-510-7011	39.00
KELLER FIRE & SAFETY INC	120864	12/09/2020	Kitchen Hood Fire Suppression ...	10-510-7014	456.98
KELLER FIRE & SAFETY INC	120864	12/09/2020	Kitchen Hood Fire Suppression ...	10-510-7014	213.89
ED M FELD EQUIPMENT CO INC	120845	12/09/2020	Ringers Fire Gloves	10-510-7010	900.00
DR STEVEN L RUSSELL	120844	12/09/2020	Medical Doctor Contract	10-510-5480	1,000.00
ICMA - RC RETIREMENT COMP...	DFT0001910	12/10/2020	DEFERRED COMP	10-510-5210	1,320.87
NORTH KANSAS CITY HOSPITAL	120888	12/15/2020	2021 Flus Shots - Fire	10-510-5440	1,260.00
Department 510 - FIRE Total:					23,780.60

Department: 515 - POLICE

Jacob Ward	120801	11/05/2020	11/1-11/05/20 FTO School	10-515-5426	44.44
MIDWEST CARD & ID SOLUTION...	120874	12/01/2020	LIQUOR ID RIBBON	10-515-7001	205.00
OUTDOOR RESTROOMS LLC	120894	12/01/2020	RANGE RESTROOM SERVICE DE...	10-515-7022	55.00
JASON B HODGDON	120857	12/31/2020	JAIL CELL DECONTAMINATION	10-515-7020	85.00
ERGOMETRICS & APPL PERSON...	120848	12/02/2020	RECRUIT TESTING NOV 23-24	10-515-6324	302.60
EQUIFAX INFORMATION SERVIC...	120847	12/02/2020	EQUIFAX NOV 2020	10-515-7018	75.44
TARGET SOLUTIONS INC	120906	12/03/2020	CHECK IT PROGRAM LE	10-515-6060	1,399.95
STOP STICK LTD	120903	12/04/2020	STOP STICKS	10-515-7120	473.00
Forensic Psychology Associates ...	120850	12/04/2020	ORTIZ PSYCH	10-515-6324	450.00
POLICE LEGAL SCIENCES, INC	120895	12/07/2020	POLICE LEGAL SCIENCES 2021	10-515-5426	2,388.88
MERITAS HEALTH CORP	120813	12/07/2020	MERITAS HEALTH CORP	10-515-5440	897.00
AMERICAN TEXTILE MILLS INC	120822	12/08/2020	PAPER TOWELS	10-515-7001	149.86

Expense Approval Report

Payment Dates: 12/2/2020 - 12/16/2020

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
GALLS LLC	120852	12/08/2020	BAYLESS AND CHRISTIAN UNIF...	10-515-7050	1,032.34
CLAY COUNTY SHERIFF DEPT	120833	12/08/2020	INMATE HOUSING NOV 2020	10-515-7020	156.00
USBANK - INSTITUTIONAL TR...	120814	12/08/2020	P&F PENSION POLICE-ER	10-515-5220	5,601.88
Bob Barker Co Inc	120825	12/08/2020	EXAM GLOVES	10-515-7020	78.83
VOYA 457	DFT0001909	12/08/2020	VOYA 457	10-515-5210	221.35
AMERICAN TEXTILE MILLS INC	120822	12/09/2020	WHITE PAPER TOWELS	10-515-7001	143.86
ICMA - RC RETIREMENT COMP...	DFT0001910	12/10/2020	DEFERRED COMP	10-515-5210	2,130.87
NORTH KANSAS CITY HOSPITAL	120888	12/15/2020	2021 Flu Shots - Police	10-515-5440	735.00
Department 515 - POLICE Total:					16,626.30
Department: 521 - BUILDINGS & GROUNDS					
World Fuel Services Inc	120911	12/08/2020	1811 shop tanks	10-521-7075	1,061.48
MO DEPT OF NATURAL RESOUR...	120881	12/08/2020	DS III operators certificate	10-521-5426	45.00
HI-GENE'S JANITORIAL SVC INC	120854	12/08/2020	monthly custodial CH & PD	10-521-6330	1,175.00
HI-GENE'S JANITORIAL SVC INC	120854	12/08/2020	Cleaning and restock supplies	10-521-7006	402.75
HI-GENE'S JANITORIAL SVC INC	120854	12/08/2020	monthly custodial CH & PD	10-521-6330	585.00
SHRED-IT US JV LLC	120900	12/08/2020	monthly shred services for CH, ...	10-521-6057	31.06
SHRED-IT US JV LLC	120900	12/08/2020	monthly shred services for CH, ...	10-521-6057	17.05
SHRED-IT US JV LLC	120900	12/08/2020	monthly shred services for CH, ...	10-521-6057	22.47
VOYA 457	DFT0001909	12/08/2020	VOYA 457	10-521-5210	61.75
ICMA - RC RETIREMENT COMP...	DFT0001910	12/10/2020	DEFERRED COMP	10-521-5210	109.87
Department 521 - BUILDINGS & GROUNDS Total:					3,511.43
Department: 524 - CONVENTION & TOURISM					
PROPRINT INC	120896	12/01/2020	Inset Board for Mayor's Tree Ph...	24-524-6090	50.00
MATHEW MAYNOR	120868	12/02/2020	ExploreNKC.com website updat...	24-524-6090	225.00
AMER SOC COMPOSERS AUTH...	120821	12/07/2020	ASCAP (Friday in the Park) Licen...	24-524-6090	12.50
HEATHER SCHLECTA	120809	12/08/2020	Art in the Park Management Fee	24-524-6090	1,350.00
Gregory K Callahan	120808	12/08/2020	Contract services for Art in the ...	24-524-6090	1,350.00
Department 524 - CONVENTION & TOURISM Total:					2,987.50
Department: 525 - PUBLIC WORKS ADMIN					
OFFICE DEPOT INC	120892	12/02/2020	LAMINATING SHEETS	10-525-7001	45.14
VOYA 457	DFT0001909	12/08/2020	VOYA 457	10-525-5210	74.33
ICMA - RC RETIREMENT COMP...	DFT0001910	12/10/2020	DEFERRED COMP	10-525-5210	187.31
Department 525 - PUBLIC WORKS ADMIN Total:					306.78
Department: 526 - COMMUNITY DEVELOPMENT					
ICMA - RC RETIREMENT COMP...	DFT0001910	12/10/2020	DEFERRED COMP	10-526-5210	327.18
Department 526 - COMMUNITY DEVELOPMENT Total:					327.18
Department: 533 - INTERDEPARTMENTAL					
AT&T	120798	11/19/2020	11/19-12/18/20 Services Acct #...	10-533-6730	373.13
SPIRE MISSOURI INC	120803	11/24/2020	Service from 10/28-11/24/20 V...	10-533-6720	393.83
MCI	120802	11/25/2020	Corp ID VS93147422 Services bil...	10-533-6730	337.41
ALLEGIANT NETWORKS LLC	120820	12/01/2020	REMOTE SUPPORT FOR PHONE ...	10-533-6115	240.00
JIM'S DISPOSAL SERVICE LLC	120859	12/01/2020	solid waste services for city and ...	10-533-6750	20,503.56
LOGMEIN INC	120866	12/01/2020	LOGMEIN RESCUE ANNUAL	10-533-6115	2,509.10
MERITAS HEALTH CORP	120813	12/07/2020	Invoice 12/1/2020	10-533-5440	153.00
Evergy	120807	12/09/2020	acct #2110-94-1568	10-533-6710	441.10
127 SWIFT LLC	120817	12/09/2020	Clay/Swift & Armour/18th Parki...	10-533-6130	350.00
CLAY COUNTY COLLECTOR	120832	12/10/2020	2020 Real Estate Taxes Levee Di...	10-533-6326	54,073.65
Greg Rogers	120815	12/10/2020	Tuition Reimbursement	10-533-5420	275.84
NORTH KANSAS CITY HOSPITAL	120889	12/15/2020	FY 2021 Flu Shots	10-533-5440	840.00
COMPLETE OFFICE SOLUTIONS	120836	12/15/2020	Postage Support 1/1/21 to 12/3...	10-533-7009	649.00
Department 533 - INTERDEPARTMENTAL Total:					81,139.62
Department: 535 - GAMING					
MOTOROLA INC	120883	12/01/2020	POLICE RADIO SYSYTEM	25-535-8750	335,810.25
Alan B Mestdagh	120819	12/07/2020	EO TECH 512	25-535-8750	4,389.00
Alan B Mestdagh	120819	12/07/2020	SHIPPING	25-535-8750	20.00
GALLS LLC	120852	12/08/2020	SIT ID TAGS	25-535-8750	73.50
BRYAN CAVE LEIGHTON PAISNE...	120826	12/09/2020	I-35 & ARMOUR -- KCP&L ISSUES	25-535-8700	423.50
BRYAN CAVE LEIGHTON PAISNE...	120826	12/09/2020	LEGAL WORK -- I-35 AND ARM...	25-535-8700	96.25

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Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
BRYAN CAVE LEIGHTON PAISNE...	120826	12/09/2020	LEGAL WORK -- ARRA -- MDA	25-535-8700	308.00
BRYAN CAVE LEIGHTON PAISNE...	120826	12/09/2020	LEGAL WORK -- AARA -- STARB...	25-535-8700	770.00
BRYAN CAVE LEIGHTON PAISNE...	120826	12/09/2020	LEGAL WORK -- ARRA -- I35 & A...	25-535-8700	77.00
Storsafe IV LLC	120904	12/09/2020	18th & Clay Parking Lot Rent	25-535-8770	400.00
Department 535 - GAMING Total:					342,367.50
Department: 536 - NORTHGATE					
BRYAN CAVE LEIGHTON PAISNE...	120826	12/09/2020	LEGAL WORK -- NORTHGATE R...	44-536-6090	2,772.00
BRYAN CAVE LEIGHTON PAISNE...	120826	12/09/2020	LEGAL WORK -- SUPER BLOCK --...	44-536-6090	673.75
Department 536 - NORTHGATE Total:					3,445.75
Department: 540 - PARKS & RECREATION					
AT&T	120798	11/19/2020	11/19-12/18/20 Services Acct #...	20-540-6730	174.20
SPIRE MISSOURI INC	120803	11/24/2020	Service from 10/28-11/24/20 V...	20-540-6720	224.06
ENERGIZE ELECTRONICS INC	120846	12/01/2020	Upgrade to Building Alarm Syst...	20-540-7110	550.00
ENERGIZE ELECTRONICS INC	120846	12/01/2020	Bitty Basket Ball shirts	20-540-7110	135.00
MAC'S SCREENPRINTING & SPO...	120867	12/01/2020	Bitty Basket Ball shirts	20-540-7090	260.00
ICE MASTERS INC	120855	12/07/2020	Monthly Ice Machine Rental Fee	20-540-7110	130.00
NATIONAL EXTERMINATING	120885	12/07/2020	Monthly Pest Control Fee-Mack...	20-540-7190	45.00
NATIONAL EXTERMINATING	120885	12/07/2020	Monthly Pest Control Fee-Build...	20-540-7110	72.00
FRY & ASSOCIATES, INC	120851	12/07/2020	Memorial Brick-Patricia Kadelak	20-540-7190	185.25
CLAYCO ELECTRIC INC	120835	12/07/2020	Repairs/Materials to Conduit Br...	20-540-7190	930.50
MELINDA DAVIS	120812	12/08/2020	Contract Services for KC Symph...	20-540-6620	500.00
VOYA 457	DFT0001909	12/08/2020	VOYA 457	20-540-5210	25.00
ICMA - RC RETIREMENT COMP...	DFT0001910	12/10/2020	DEFERRED COMP	20-540-5210	163.07
Department 540 - PARKS & RECREATION Total:					3,394.08
Department: 550 - LIBRARY					
AT&T	120798	11/19/2020	11/19-12/18/20 Services Acct #...	21-550-6730	174.22
AT&T	120799	11/19/2020	11/19-12/18/20 Services Acct #...	21-550-6730	553.35
VERIZON WIRELESS SVCS LLC	120804	11/22/2020	10/23-11/22/20 Services Acct #...	21-550-6730	214.68
OCLC ONLINE COMPUTER LIBR...	120891	12/08/2020	CATALOGING	21-550-7360	42.16
Blackstone Audio Inc.	120824	12/08/2020	AUDIOVISUAL	21-550-7340	38.95
Blackstone Audio Inc.	120824	12/08/2020	AUDIOVISUAL	21-550-7340	41.98
Blackstone Audio Inc.	120824	12/08/2020	AUDIOVISUAL	21-550-7340	30.95
Blackstone Audio Inc.	120824	12/08/2020	AUDIOVISUAL	21-550-7340	265.95
COPY CARD CONTROL SYSTEMS ...	120837	12/08/2020	MAINT AGREEMENT	21-550-6110	41.88
CENTER POINT INC	120828	12/08/2020	BOOKS	21-550-7360	406.86
SJP LLC	120902	12/08/2020	BUILDING MAINT	21-550-7110	160.00
SUMNERONE INC	120905	12/08/2020	MAINT AGREEMENT	21-550-6110	33.06
INGRAM LIBRARY SERVICES	120856	12/08/2020	BOOKS	21-550-7370	665.06
INGRAM LIBRARY SERVICES	120856	12/08/2020	BOOKS	21-550-7370	224.46
INGRAM LIBRARY SERVICES	120856	12/08/2020	BOOKS	21-550-7370	331.06
INGRAM LIBRARY SERVICES	120856	12/08/2020	BOOKS	21-550-7370	712.37
INGRAM LIBRARY SERVICES	120856	12/08/2020	BOOKS	21-550-7370	352.60
INGRAM LIBRARY SERVICES	120856	12/08/2020	BOOKS	21-550-7370	185.61
WELLS FARGO FINANCIAL LEASI...	120909	12/08/2020	MAINT AGREEMENT	21-550-6110	92.00
UNIQUE MANAGEMENT SERVIC...	120908	12/08/2020	SERVICES	21-550-6355	50.00
SECURITY EQUIP INC	120899	12/08/2020	SERVICES	21-550-6355	887.50
DE LAGE LANDEN FINANCIAL SE...	120841	12/08/2020	SERVICES	21-550-6355	97.00
CENGAGE LEARNING INC	120827	12/08/2020	BOOKS	21-550-7370	245.60
CENGAGE LEARNING INC	120827	12/08/2020	BOOKS	21-550-7370	67.87
CENGAGE LEARNING INC	120827	12/08/2020	BOOKS	21-550-7370	65.07
CENGAGE LEARNING INC	120827	12/08/2020	BOOKS	21-550-7370	115.45
CENGAGE LEARNING INC	120827	12/08/2020	BOOKS	21-550-7370	39.73
CENGAGE LEARNING INC	120827	12/08/2020	BOOKS	21-550-7370	24.69
CENGAGE LEARNING INC	120827	12/08/2020	BOOKS	21-550-7370	91.66
CENGAGE LEARNING INC	120827	12/08/2020	BOOKS	21-550-7370	45.73
CENGAGE LEARNING INC	120827	12/08/2020	BOOKS	21-550-7370	79.30
CENGAGE LEARNING INC	120827	12/08/2020	BOOKS	21-550-7370	39.00
SHRED-IT US JV LLC	120900	12/08/2020	SERVICES	21-550-6355	62.75
MIDWEST TAPE LLC	120875	12/08/2020	AUDIOVISUAL	21-550-7340	11.24

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Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
MIDWEST TAPE LLC	120875	12/08/2020	AUDIOVISUAL	21-550-7340	44.23
MIDWEST TAPE LLC	120875	12/08/2020	AUDIOVISUAL	21-550-7340	14.99
MIDWEST TAPE LLC	120875	12/08/2020	AUDIOVISUAL	21-550-7340	43.47
MIDWEST TAPE LLC	120875	12/08/2020	AUDIOVISUAL	21-550-7340	59.22
MIDWEST TAPE LLC	120875	12/08/2020	AUDIOVISUAL	21-550-7340	14.99
MIDWEST TAPE LLC	120875	12/08/2020	AUDIOVISUAL	21-550-7340	22.49
NORTH KC SECURITY PATROL	120890	12/08/2020	MAINT AGREEMENT	21-550-6110	30.00
Christine M Duer	120831	12/08/2020	ADULT PROGRAM	21-550-7325	120.00
CREATIVE EMPIRE LLC	120838	12/08/2020	AUTOMATION SERVICES	21-550-6455	1,239.00
VOYA 457	DFT0001909	12/08/2020	VOYA 457	21-550-5210	44.64
ICMA - RC RETIREMENT COMP...	DFT0001910	12/10/2020	DEFERRED COMP	21-550-5210	94.99
NORTH KANSAS CITY HOSPITAL	120888	12/15/2020	2021 Flu Shots - Library	21-550-5310	455.00
Department 550 - LIBRARY Total:					8,672.81

Department: 560 - WATER

SPIRE MISSOURI INC	120803	11/24/2020	Service from 10/28-11/24/20 V...	60-560-6720	563.48
MCI	120802	11/25/2020	Corp ID VS93147422 Services bil...	60-560-6730	67.32
HAWKINS INC	120853	11/30/2020	CL2 for water plant	60-560-7005	1,192.56
JCI INDUSTRIES INC	120858	12/04/2020	install new elbow on lime towe	60-560-7110	2,735.00
DOT'S OFFICE PRODUCTS INC	120843	12/08/2020	mop for lab trailer	60-560-7001	75.19
SIDENER ENVIRONMENTAL SVC...	120901	12/08/2020	rehab kit cl2 probe	60-560-7060	254.79
Mid America Mulch	120873	12/08/2020	4 yds topsoil at water plant	60-560-7090	210.00
KC WATER SERVICE DEPT	120811	12/09/2020	60-560-6740	60-560-6740	461.30
KC WATER SERVICE DEPT	120811	12/09/2020	60-560-6740	60-560-6740	332.29
MISSOURI ONE CALL SYSTEM INC	120878	12/10/2020	Mo One Call	60-560-6090	127.65
KANSAS CITY WINWATER WOR...	120861	12/10/2020	Water Distribution Repair Clam...	60-560-7150	368.00
KANSAS CITY WINWATER WOR...	120861	12/10/2020	Water Distribution Repair Clam...	60-560-7150	489.00
ICMA - RC RETIREMENT COMP...	DFT0001910	12/10/2020	DEFERRED COMP	60-560-5210	391.24
SCHULTE SUPPLY INC	120898	12/10/2020	Utility Marking Supplies	60-560-7150	380.00
SCHULTE SUPPLY INC	120898	12/10/2020	Utility Marking Supplies	60-560-7150	149.00
SCHULTE SUPPLY INC	120898	12/10/2020	Water Line Repair Clamps	60-560-7150	354.51
NORTH KANSAS CITY HOSPITAL	120888	12/15/2020	2021 Flu Shots - Water	60-560-5310	332.50
Department 560 - WATER Total:					8,483.83

Department: 570 - WATER POLLUTION CONTROL

AT&T	120798	11/19/2020	11/19-12/18/20 Services Acct #...	61-570-6730	87.10
SPIRE MISSOURI INC	120803	11/24/2020	Service from 10/28-11/24/20 V...	61-570-6720	426.22
MCI	120802	11/25/2020	Corp ID VS93147422 Services bil...	61-570-6730	67.41
NATIONAL EXTERMINATING	120885	12/01/2020	WPC/animal control	61-570-7110	25.00
KCMO WATER SERVICES DEPT	120863	12/08/2020	monthly water and sewer charg...	61-570-6745	457,030.50
New Horizons Enterprises LLC	120887	12/08/2020	groundwater monitoring well re...	61-570-8770	1,596.00
ICMA - RC RETIREMENT COMP...	DFT0001910	12/10/2020	DEFERRED COMP	61-570-5210	146.47
NORTH KANSAS CITY HOSPITAL	120888	12/15/2020	2021 Flu Shots - WPC	61-570-5310	122.50
Department 570 - WATER POLLUTION CONTROL Total:					459,501.20

Department: 580 - TRANSPORTATION

SPIRE MISSOURI INC	120803	11/24/2020	Service from 10/28-11/24/20 V...	22-580-6720	1,446.86
MCI	120802	11/25/2020	Corp ID VS93147422 Services bil...	22-580-6730	67.32
Berry Companies Inc	120823	12/08/2020	street sweeper repairs	22-580-7120	4,098.61
MCCONNELL & ASSOCIATES CO...	120869	12/08/2020	aquaphalt	22-580-7183	1,259.64
CUSTOM LIGHTING SERVICES LLC	120839	12/08/2020	various street light locates and ...	22-580-7184	320.00
CUSTOM LIGHTING SERVICES LLC	120839	12/08/2020	various street light locates and ...	22-580-7184	214.18
CUSTOM LIGHTING SERVICES LLC	120839	12/08/2020	various street light locates and ...	22-580-7184	253.04
CUSTOM LIGHTING SERVICES LLC	120839	12/08/2020	various street light locates and ...	22-580-7184	334.68
CENTRAL SALT LLC	120830	12/08/2020	salt for roadways	22-580-7040	1,681.75
CENTRAL SALT LLC	120830	12/08/2020	salt for roadways	22-580-7040	6,776.73
CENTRAL SALT LLC	120830	12/08/2020	salt for roadways	22-580-7040	1,757.75
VOYA 457	DFT0001909	12/08/2020	VOYA 457	22-580-5210	60.17
Evergy	120807	12/09/2020	Evergy	22-580-6711	28,255.23
Evergy	120807	12/09/2020	Evergy	22-580-6712	5,332.68
Evergy	120807	12/09/2020	Evergy	22-580-6710	33.29
101 LAND HOLDINGS LLC	120816	12/09/2020	Salt Barn Rent	22-580-6130	428.60

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Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
ICMA - RC RETIREMENT COMP...	DFT0001910	12/10/2020	DEFERRED COMP	22-580-5210	294.67
				Department 580 - TRANSPORTATION Total:	52,615.20
				Grand Total:	1,119,284.50

Report Summary

Fund Summary

Fund	Payment Amount
10 - GENERAL FUND	235,776.83
20 - PARKS & RECREATION	3,838.73
21 - LIBRARY	8,916.29
22 - TRANSPORTATION	53,156.25
24 - CONVENTION & TOURISM	2,987.50
25 - GAMING	342,367.50
44 - NORTHGATE PROJECT	3,445.75
60 - WATER FUND	9,122.67
61 - WATER POLLUTION CONTROL	459,672.98
Grand Total:	1,119,284.50

Account Summary

Account Number	Account Name	Payment Amount
10-2103	Show Me Court Fee	525.00
10-2250	NATIONWIDE EE CONTRI...	3,196.01
10-2251	FIRE & POLICE PENSION	6,777.17
10-2252	ICMA EE CONTRIBUTION	9,043.84
10-2253	ING EE CONTRIBUTION	1,915.82
10-2258	ING EE ROTH CONTRIBUT...	460.00
10-2259	ICMA EE ROTH CONTRIBU...	1,230.28
10-2266	DEPENDENT CARE	384.60
10-2267	MEDICAL REIMBURSEME...	711.59
10-2410	CRIME VICTIMS COMP PA...	969.68
10-2412	SHERRIFF'S & INMATE'S F...	408.00
10-2415	SAFEHAVEN COURT FEES ...	540.00
10-2418	POST OFFICER TRAINING ...	140.00
10-2430	CLEARING	159.57
10-3010	CITY FUNDED POLICE TRA...	3,140.70
10-3012	STATE FUNDED POST TRA...	1,850.42
10-505-5210	CITY PAID DEFERRED CO...	858.56
10-505-5490	PERSONNEL/BOARDS AW...	904.54
10-505-6020	AUDIT SERVICE	5,200.00
10-505-6030	OTHER LEGAL COSTS	929.10
10-505-7001	OFFICE SUPPLIES	1,321.04
10-506-5210	CITY PAID DEFERRED CO...	68.42
10-506-6115	SOFTWARE MAINT & SERV..	3,250.00
10-506-7001	OFFICE SUPPLIES	353.33
10-506-7006	BUSINESS FORMS	583.00
10-507-6090	PROFESSIONAL SERVICES	65,164.25
10-510-5210	CITY PAID DEFERRED CO...	3,051.50
10-510-5220	PENSION EXPENSE	9,482.56
10-510-5426	TRAINING/TRAVEL APPOI...	1,321.46
10-510-5440	PHYSICALS & DRUG TESTI...	1,937.00
10-510-5480	PHYSICIAN FEES	1,000.00
10-510-6305	AMBULANCE BILLING COL...	2,650.20
10-510-7001	OFFICE SUPPLIES	24.73
10-510-7010	FIREFIGHTING SUPPLIES	1,437.48
10-510-7011	FIRST AID SUPPLIES	337.85
10-510-7014	QUARTERS MAINTENANCE	670.87
10-510-7050	UNIFORMS	1,038.23
10-510-8750	EQUIPMENT	828.72
10-515-5210	CITY PAID DEFERRED CO...	2,352.22
10-515-5220	PENSION EXPENSE	5,601.88
10-515-5426	TRAINING/TRAVEL APPOI...	2,433.32
10-515-5440	PHYSICALS & DRUG TESTI...	1,632.00
10-515-6060	COMPUTER OPERATIONS	1,399.95
10-515-6324	BOARDS EXPENSE	752.60

Account Summary

Account Number	Account Name	Payment Amount
10-515-7001	OFFICE SUPPLIES	498.72
10-515-7018	INVESTIGATIVE OPERATI...	75.44
10-515-7020	DETENTION SUPPLIES	319.83
10-515-7022	RANGE SUPPLIES	55.00
10-515-7050	UNIFORMS	1,032.34
10-515-7120	EQUIPMENT MAINTENAN...	473.00
10-521-5210	CITY PAID DEFERRED CO...	171.62
10-521-5426	TRAINING/TRAVEL APPOI...	45.00
10-521-6057	RECYCLING SERVICES	70.58
10-521-6330	CUSTODIAL SERVICES	1,760.00
10-521-7006	CUSTODIAL SUPPLIES	402.75
10-521-7075	GASOLINE	1,061.48
10-525-5210	CITY PAID DEFERRED CO...	261.64
10-525-7001	OFFICE SUPPLIES	45.14
10-526-5210	CITY PAID DEFERRED CO...	327.18
10-533-5420	TUITION REIMBURSEMENT	275.84
10-533-5440	PHYSICALS & DRUG TESTI...	993.00
10-533-6115	SOFTWARE MAINT & SERV..	2,749.10
10-533-6130	RENTAL - PARKING LOTS	350.00
10-533-6326	REAL ESTATE TAXES	54,073.65
10-533-6710	ELECTRICITY	441.10
10-533-6720	GAS	393.83
10-533-6730	TELEPHONE	710.54
10-533-6750	TRASH COLLECTION	20,503.56
10-533-7009	POSTAGE & METER EXPE...	649.00
20-2252	ICMA EE CONTRIBUTION	324.65
20-2253	ING EE CONTRIBUTION	25.00
20-2267	MEDICAL REIMBURSEME...	95.00
20-540-5210	CITY PAID DEFERRED CO...	188.07
20-540-6620	SPECIAL PARK EVENTS	500.00
20-540-6720	GAS	224.06
20-540-6730	TELEPHONE	174.20
20-540-7090	OTHER SUPPLIES	260.00
20-540-7110	BUILDING MAINTENANCE	887.00
20-540-7190	OTHER MAINTENANCE	1,160.75
21-2252	ICMA EE CONTRIBUTION	94.99
21-2253	ING EE CONTRIBUTION	44.64
21-2267	MEDICAL REIMBURSEME...	103.85
21-550-5210	CITY PAID DEFERRED CO...	139.63
21-550-5310	HEALTH, DENTAL & LIFE I...	455.00
21-550-6110	MAINTENANCE AGREEM...	196.94
21-550-6355	OTHER SERVICES	1,097.25
21-550-6455	AUTOMATION SERVICES	1,239.00
21-550-6730	TELEPHONE	942.25
21-550-7110	BUILDING MAINTENANCE	160.00
21-550-7325	ADULT PROGRAMMING	120.00
21-550-7340	AUDIOVISUAL	588.46
21-550-7360	CATALOGING & PROCESS...	449.02
21-550-7370	BOOKS	3,285.26
22-2252	ICMA EE CONTRIBUTION	402.31
22-2253	ING EE CONTRIBUTION	100.28
22-2267	MEDICAL REIMBURSEME...	38.46
22-580-5210	CITY PAID DEFERRED CO...	354.84
22-580-6130	LEASE/RENTAL AGREEME...	428.60
22-580-6710	ELECTRICITY	33.29
22-580-6711	STREET LIGHTS	28,255.23
22-580-6712	LEASED TRAFFIC SIGNALS	5,332.68
22-580-6720	GAS	1,446.86

Account Summary

Account Number	Account Name	Payment Amount
22-580-6730	TELEPHONE	67.32
22-580-7040	ICE CONTROL MATERIALS	10,216.23
22-580-7120	EQUIPMENT MAINTENAN...	4,098.61
22-580-7183	STREET REPAIR MATERIALS	1,259.64
22-580-7184	TRAFFIC SIGNAL/STREETL...	1,121.90
24-524-6090	PROFESSIONAL SERVICES	2,987.50
25-535-8700	LAND ACQUISITION	1,674.75
25-535-8750	EQUIPMENT	340,292.75
25-535-8770	INFRASTRUCTURE	400.00
44-536-6090	PROFESSIONAL SERVICES	3,445.75
60-2252	ICMA EE MATCH	501.23
60-2259	ICMA EE ROTH CONTRIBU...	41.46
60-2267	MEDICAL REIMBURSEME...	96.15
60-560-5210	CITY PAID DEFERRED CO...	391.24
60-560-5310	HEALTH, DENTAL & LIFE I...	332.50
60-560-6090	PROFESSIONAL SERVICES	127.65
60-560-6720	GAS	563.48
60-560-6730	TELEPHONE	67.32
60-560-6740	NKC UTILITY FEES	793.59
60-560-7001	OFFICE SUPPLIES	75.19
60-560-7005	CHEMICALS	1,192.56
60-560-7060	LABORATORY SUPPLIES	254.79
60-560-7090	OTHER SUPPLIES	210.00
60-560-7110	PLANT MAINTENANCE	2,735.00
60-560-7150	DISTRIBUTION MAINTEN...	1,740.51
61-2252	ICMA EE CONTRIBUTION	171.78
61-570-5210	CITY PAID DEFERRED CO...	146.47
61-570-5310	HEALTH, DENTAL & LIFE I...	122.50
61-570-6720	GAS	426.22
61-570-6730	TELEPHONE	154.51
61-570-6745	SEWAGE CHARGE KCMO	457,030.50
61-570-7110	BUILDING MAINTENANCE	25.00
61-570-8770	INFRASTRUCTURE	1,596.00
	Grand Total:	1,119,284.50

Project Account Summary

Project Account Key	Payment Amount
None	774,492.28
1102	73.50
231`	828.72
261	4,409.00
2781	335,810.25
7651	1,674.75
9301	400.00
9601	1,596.00
	Grand Total:
	1,119,284.50

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

December 15, 2020	First Day of Candidate Filing
January 6, 13, and 20, 2021	Christmas Tree Pickup
January 18, 2021	City Hall, Library and Parks & Recreation Closed – Martin Luther King Jr. Day
January 19, 2021	Last Day for Candidate Filing
February 15, 2021	City Hall, Library and Parks & Recreation Closed – President’s Day
March 3, 2021	Yard Waste Collection Resumes
March 27, 2021	Boneanza – Waggin’ Trail Park – 1:00 PM
April 6, 2021	Municipal Election Day
April 24, 2021	Community Shred Event – City Hall Parking Lot -- 9:00 AM to Noon
April 24, 2021	Pitch, Hit -N- Run – Macken Park – 1:00 PM
May 1-2	Bob Libbey – Macken Park Tennis Courts
May 1, 2021	Animal Vaccination Event – City Hall – 2:00 PM – 4:00 PM
May 14, 2021	Friday Night Concert –Macken Park Festival Shelter – 7:00 PM
May 15, 2021	City-Wide Garage Sale
May 18, 2021	Seniors are Special Picnic – Macken Park Festival Shelter – 11:00 AM
May 28, 2021	Movie in the Park – Macken Park Festival Shelter – Dusk
May 31, 2021	City Hall, Library and Parks & Recreation Closed – Memorial Day
June 7, 2021	Guys Griller – Parks and Recreation Center – 12:00 PM
June 11, 2021	Arts in the Park – Macken Park Festival Shelter – 5:00 PM
June 12, 2021	Arts in the Park – Macken Park Festival Shelter – 10:00 AM
June 25, 2021	A Night Out with Movie in the Park – Macken Park – 6:00 PM
July 5, 2021	City Hall, Library, Parks & Recreation Closed – Independence Day
July 9, 2021	Friday Night Concert – Macken Park Festival Shelter – 7:00 PM

July 23, 2021	Movie in the Park – Macken Park Festival Shelter – Dusk
August 13, 2021	Friday Night Concert – Macken Park Festival Shelter – 7:00 PM
August 28, 2021	Movie in the Park – Macken Park Festival Shelter – Dusk
September 6, 2021	City Hall, Library and Parks & Recreation Closed – Labor Day
September 10, 2021	Friday Night Concert – Macken Park Festival Shelter – 7:00 PM
September 18, 2021	City-wide Garage Sale
September 25, 2021	Drive-in at the Park – Macken Park – Dusk
October 9, 2021	Howl-O-Ween – Waggin’ Trail Park – 1:00 PM
October 23, 2021	Spooktacular – Macken Park Festival Shelter – 11:00 AM
November 2, 2021	Election Day
November 19, 2021	Mistletowne Market – Parks & Recreation Center – 12:00 PM
November 19, 2021	Mayor’s Tree Lighting – City Hall – 6:00 PM
November 20, 2021	Mistletowne Market – Parks & Recreation Center – 10:00 AM
November 21, 2021	Mistletowne Market – Parks & Recreation Center – 12:00 PM
November 22, 2021	Feel the Warmth – Parks & Recreation
November 25-26, 2021	City Hall, Library and Parks & Recreation Center Closed – Thanksgiving
December 11, 2021	Holiday Wonderland – Parks & Recreation Center – 11:00 AM
December 24, 2021	City Hall, Library and Parks & Recreation Center Closed – Christmas
December 31, 2021	City Hall, Library and Parks & Recreation Center Closed – New Year’s Day

City of North Kansas City Strategic Plan 2019

December 2020 Update

GOAL #1: Preserve and Enhance Local Identity, Uniqueness and Community Connections				
Strategies		Responsibility	Update	Status
1. Pursue beautification efforts in the city.				
	a. Use Crummett Committee to identify and implement beautification projects throughout to the City using Crummett Family Charitable Fund monies that are designated for this purpose.	Asst. City Administrator, Crummett Committee	Completed Projects: "Bloom": Sculpture in Richards Park by artist Sijia Chen "This is Us": Mural by artist Spaceship Zulu "The Wave": Mural by artist eye cough. The committee will meet soon to discuss what they would like to accomplish in 2021.	Ongoing
	b. Refresh the downtown streetscape, including new lighting and landscaping.	Community Development, Public Works	The City Council approved a contract with Confluence on May 21, 2019 to provide design and procurement assistance to the City. Confluence held a Design Direction workshop with the City Council on September 24. On 11/19/19 the City Council authorized consolidating this project into one phase, planned for construction in 2020. A public meeting on this project was held December 4, 2019 to obtain public input.	This project was placed on hold due to the COVID-19 global pandemic and was approved to move forward as part of the 2021 budget. Staff is currently working on an RFQ for Construction Manager At Risk (general contractor) in order to begin this project in the spring.
2. Pursue police visibility and engagement.				
	a. Maximize the benefit of the Community Oriented Policing Officers through alternative patrol methods such as the bicycles and ATVs.	Police	COPPS officers attend First Friday coffees to increase interactions with the business community. The ATV's and bicycles are used in the parks from time to time.	Many of the typical COPPS activities have been altered due to the COVID-19 pandemic and staffing shortages.
	b. Seek opportunities for patrol officers to engage with citizens during their routine patrol duties.	Police	We continue to find people to interact with during our daily activities to build and strengthen relationships.	Ongoing
	c. Partner with the Fire Department on Active Shooter/Stop the Bleed classes for the business community.	Police & Fire	Training sessions were held with members of the CAPS program where over 100 individuals were shown how to help "stop the bleed." A flier was prepared to be distributed to the members of the Business Council to help increase awareness for this initiative.	This may be attempted again after the covid pandemic.
3. Deliver family-oriented activities.				
	a. Through the Parks and Recreation Department, conduct numerous special events for seniors, youths and people of all ages.	Parks & Recreation	The Parks & Recreation Department conducts numerous special events for seniors, youths and people of all ages on an ongoing basis throughout the year. Classes for all ages include but are not limited to art, wood working, cooking and martial arts, offered year round. Family friendly include Arts in the Park, A Night Out, Movies in the Park, Friday Night Concerts, Halloween, Mayor's Tree Lighting, Mistletoe Market, and Winter Wonderland. We also host two events at Waggin' Trail Dog Park for those for whom their puppies are family.	Ongoing. Some events have either been reconfigured or canceled due to COVID-19.
	b. Through the Parks and Recreation Department, conduct recreational athletic leagues for all ages.	Parks & Recreation	The Parks & Recreation Department conducts recreational athletic leagues for youths and adults throughout the year. We host youth soccer, t-ball, coach pitch and kids pitch baseball, three seasons of adult softball, and pickleball tournaments. We also host programs for our preschool and bitty athletes.	Ongoing

	c. Through the North Kansas City Library, conduct numerous events and classes for people of all ages.	Library	The Library conducts numerous special events for seniors, youths and people of all ages on an ongoing basis throughout the year.	Most events have been placed on hold due to the COVID-19 global pandemic.
	d. Through the Police Department, conduct Coffee with a Cop or similar events.	Police	Current staffing issues have not allowed us to organize or participate in many events this past quarter. We did visit the NKC High School civics classes for a "Conversation with a Cop". In July, The department hosted a police/community relations forum in Macken Park. An estimate of about 50 people attended the event. The conversation was productive and there were many takeaways identified by the department to bring back for consideration.	Ongoing
4. Look for opportunities to implement placemaking.				
	a. Include landscaping and decorative crosswalks in Armour Road Complete Street plans.	Community Development, Public Works	Decorative crosswalks and landscaping at Armour & Iron have been installed as part of the Armour Road Complete Street project. Phase 2 includes intersection improvements at Armour & Howell.	Phase 1 complete. Further steps await a decision by the City Council on the future of the Armour Road Complete Street project.
	b. Incorporate placemaking into Burlington Corridor improvements, such as Armour Plaza improvements.	Community Development	MoDOT has approved Burlington Corridor construction plans. An informational meeting was held on February 12. The project is now in the stage of acquiring necessary easements and right-of-way.	Ongoing
	c. Evaluate and implement improvements to Town Square that provide enhanced benefits to the NKC community.	City Administrator, Asst. City Administrator, Community Development Director, Public Works Director	At the May 21, 2019 City Council Work Session, the City Council and staff conducted a discussion of Town Square, the small public space located downtown between Swift St., Clay St., Armour Rd. and 18th Ave. In previous times the area has hosted concerts and other events, but in recent years it has been very underused. Staff suggested a number of possibilities for capital improvements and programming of the space, including, perhaps, the allowance of the serving and consumption of alcohol, which would require a change to the City Code. Staff will bring forward ideas for implementing this for Council consideration. Capital improvement renovations for Town Square were included in the FY 2019-20 Budget. The City's consultant, Confluence, is including ideas for Town Square as part of the community outreach on the Downtown Streetscape project.	This project was placed on hold due to the COVID-19 global pandemic and was approved to move forward as part of the 2021 budget. Staff is currently working on an RFQ for Construction Manager At Risk (general contractor) in order to begin this project in the spring.
5. Communicate with and about the NKC community, using the following tools:				
	a. City Quarterly Newsletter	Asst. City Administrator, Communications Team	The January/February/March newsletter will be in homes the last week of December.	Ongoing
	b. City Website		Funding for a new website is included in the proposed FY 2020-21 Budget. Staff are working to bring forward a contract in January for the City Council's consideration.	Ongoing
	c. Textcaster		The City uses this tool to let residents/users know of City news, updated City Council Agendas and road closures.	Ongoing
	d. Nixle			Ongoing
	e. Social Media – Facebook, Twitter, Instagram		The City's Communications Team meets monthly to discuss Social Media topics.	Ongoing
	f. Media Releases		These are released as needed.	Ongoing
	g. Video		The City's Communications Team meets monthly to discuss video topics.	Ongoing

	h. Presentations to Community Groups		Staff presentations have been placed on hold due to the COVID-19 global pandemic.	Ongoing
	i. Event Hosting		Events have been placed on hold due to the COVID-19 global pandemic.	Ongoing
6. Implement the gateway signage and wayfinding plans.				
	a. Continue with installation of gateway monument signs in the order that has been approved by the City Council.	Community Development	Installation of the next gateway monument sign is anticipated in 2021.	
	b. Implement the wayfinding sign plan that has been approved by the City Council.	Community Development	Design of the signs is complete.	A contract for a first phase of construction was approved by the City Council's on September 1, 2020. The sign company has surveyed the site of the first four signs and is working on fabrication.
7. Update the zoning ordinance.				
	a. Hold public meetings to present proposed changes and gather feedback from the community.	Community Development	The updated Zoning Ordinance was adopted in July, 2019.	Completed
	b. Update design guidelines to encourage development that continues NKC's identity and uniqueness.	Community Development	The new zoning ordinance includes form based code requirements guiding the design of new development.	Completed
	c. Provide support to business and property owners in transitioning to the new zoning ordinance.	Community Development	Staff has updated brochures.	Completed
GOAL #2: Provide a Variety of Quality Housing Options, Styles and Price Ranges				
Strategies		Responsibility	Update	Status
1. Support developments that increase the number of available housing units in the city. Areas of focus will include:				
	a. City-owned property at 1007 Armour	City Administrator, Asst. City Administrator, Community Development Director	Yarco-Devco successfully secured Low Income Housing Tax Credits for this project, creating a mix of affordable and market rate units, similar to the Gardens at Northgate senior apartments. On November 3, 2020 the City Council approved a Development Agreement, Purchase Agreement, and Chapter 100 Agreement with Gallery Lofts Investor Partner, LP. Staff is working with Gallery Lofts Investor Partner, LP on the closing documents for the purchase of the land, which is now expected to be at the end of December.	Ongoing
	b. City-owned property in Northgate	City Administrator, Asst. City Administrator, Community Development Director	On August 4, 2020 the City Council approved an agreement with Star Development to construct 300 Class A apartments. The Preliminary Plat was approved by the Planning Commission on December 3, 2020. Staff released an RFP for the commercial land this fall and is in the process of reviewing the submissions.	Ongoing

	c. City-owned property at 18th and Swift	City Administrator, Asst. City Administrator, Community Development Director	The City has entered into a development agreement with the Sunflower Development Group for the development of high-quality residential units in downtown North Kansas City. It will consist of approximately 190 units of market-rate apartments, approximately 3,000 square feet of retail space, and structured parking. The parking will include not less than 85 street level parking stalls for public use which will be permanently owned by the City. Construction is anticipated to begin in early 2021.	Ongoing
	d. Area in One North designated for apartments	City Administrator, Asst. City Administrator, Community Development Director	The Backyard Apartments is a 4-story, 71,300-square-foot complex featuring 240 units of market-rate apartments. Residents will have access to an internal courtyard featuring a pool, hot tub, rain garden, and fire pit area. The complex will be gated for added security, offer covered parking and will have a private dog park for residents to use. The first residents moved in November 1.	Ongoing - The project has a Temporary Certificate of Occupancy and is working on completion of all improvements.
2. Continue implementation of the City Master Plan's housing-related items.		City		
3. Improve the quality of the City's housing stock.				
	a. Implement Landlord Registration and Abandoned Building Registration programs	Community Development	Both registration programs have been implemented.	Complete
	b. Adopt the 2018 IBC Codes	City, Community Development	Updated codes were adopted and became effective on May 7, 2019.	Complete
4. Ensure a stock of affordable housing continues to be available in the community.				
	a. Support MHDC tax credit applications for 1007 Armour and other affordable housing projects meeting City goals.	City	Yarco-Devco successfully secured Low Income Housing Tax Credits for this project, creating a mix of affordable and market rate units, similar to the Gardens at Northgate senior apartments. On November 3, 2020 the City Council approved a Development Agreement, Purchase Agreement, and Chapter 100 Agreement with Gallery Lofts Investor Partner, LP. Staff is working with Gallery Lofts Investor Partner, LP on the closing documents for the purchase of the land, which is now expected to be at the end of December.	Ongoing

	b. Monitor affordable housing data for North Kansas City.	Community Development	Affordable housing information was presented to the City Council on December 18, 2018. Data assembly continues. North Kansas City is part of the Mid-America Regional Council (MARC) First Suburbs Coalition — a group of 19 communities in Greater Kansas City metro area. Earlier this year on behalf of the Coalition, MARC applied to the National League of Cities (NLC) for a new economic development pilot project. The NLC award, called the First Tier Suburbs Council Economic Development Pilot Project, provides technical assistance to member cities in the First Suburbs Coalition, including data analysis and economic development insights from economic and business advisory firm TIP Strategies, Inc. NKC was a co-sponsor of the project and served on the steering committee for the Regional Housing Summit on July 19, 2019 in Gladstone. The final report for the Pilot Program has been released and the findings were shared at the NLC Conference in November.	Ongoing
5. Consider measures the City can take to encourage property owners to improve their properties.				
	a. Evaluate and consider home repair programs that might be made available.	City	Community Development staff is researching home repair programs.	Ongoing
	b. Explore a program to encourage property owners to upgrade aging household electrical systems.	Community Development	Community Development staff is researching home repair programs.	Ongoing
GOAL #3: Pursue Economic Growth				
Strategies		Responsibility	Update	Status
1. Build partnerships with existing businesses and business organizations.				
	a. Maintain the City's ongoing relationship with the North Kansas City Business Council.	City, City Administrator, Asst. City Administrator	The City provides \$30,000 in funding annually to the Business Council to assist with its business retention and development activities. The City presented its "State of the City" address virtually this year at the October Luncheon. City staff attend NKC Business Council events. Staff is an active participant in the NKC Business Council's Destination Attractions Committee and several taskforces.	Ongoing
	b. Grow the City's relationships with:			Ongoing
	i. Northland Regional Chamber of Commerce	City, Asst. City Administrator	City staff attend virtual Northland Regional Chamber of Commerce events. Staff is an active participant in the Northland Regional Chamber of Commerce Board Meetings.	Ongoing
	ii. River North	City, Asst. City Administrator	City staff attend and actively present updates at River North Town Hall Meetings.	Ongoing
	iii. iWerx	City, Asst. City Administrator	City staff attend virtual Morning Coffee events and participate in iWerx special events.	Ongoing
	iv. Northland CAPS Program	City, Asst. City Administrator	The City anticipated applying for a Northland CAPS 2020 Fall intern but did not do so due to the covid pandemic.	Staff will look at an application for Fall 2021.
2. Pursue/encourage adaptive reuse opportunities.				
	a. Continue to hold pre-development meetings with developers, businesses, and property owners considering adaptive reuse projects.	Community Development	These continue to occur as necessary.	Ongoing
	b. Provide support to business and property owners in transitioning to the new zoning ordinance.	Community Development	Staff updated all informational brochures and online information and continues to hold pre-development meetings as needed. A new Interactive Zoning Map provides links to appropriate sections of the Zoning Ordinance for individual parcels.	Ongoing

3. Market the City's economic strengths.					
	a. Leverage the City's Opportunity Zone designation.		City, City Administrator, Asst. City Administrator	City staff have attended informational webinars/sessions on the Opportunity Zone regulations. The City advertises the City's designation on the City website.	Ongoing
	b. Update the City's marketing materials				
		i. New promotional photos	Asst. City Administrator, Communications Team	Staff delayed commissioning promotional photos due to COVID-19. We hope to commission these once the mask mandate is lifted.	Ongoing
		ii. New Economic Development brochures	Asst. City Administrator, Communications Team	Staff is currently developing updated brochures. Once the promotional photos are complete, these brochures will be finalized.	This project was placed on hold due to the COVID-19 global pandemic but will be re-ignited in the future.
4. Promote new development/redevelopment opportunities. Areas of focus will include:					
	a. One North Redevelopment Area		City, City Administrator, Asst. City Administrator, Community Development Director	Frequent updates are given on this development via the City's newsletter. The master developer is responsible for promoting development opportunities.	Ongoing
	b. Northgate			On August 4, 2020 the City Council approved an agreement with Star Development to construct 300 Class A apartments. The Preliminary Plat was approved by the Planning Commission on December 3. Staff released an RFP for the commercial land this fall and is in the process of reviewing the submissions.	Ongoing
	c. 18th & Swift			Construction to begin early 2021.	Ongoing
	d. 1007 Armour			Yarco-Devco successfully secured Low Income Housing Tax Credits for this project, creating a mix of affordable and market rate units, similar to the Gardens at Northgate senior apartments. On November 3, 2020 the City Council approved a Development Agreement, Purchase Agreement, and Chapter 100 Agreement with Gallery Lofts Investor Partner, LP. Staff is working with Gallery Lofts Investor Partner, LP on the closing documents for the purchase of the land, which is now expected to be at the end of December.	Ongoing
5. Work with existing economic development agencies, including:					
	a. Clay County EDC		City, City Administrator, Asst. City Administrator	City staff attend Clay County EDC events and participate on multiple committees. Staff was an active participant during the CCEDC's Strategic Planning process. Recently, the City partnered with the CCEDC to administer two rounds of CARES Small Business Grants. Staff also worked with CCEDC and Mid-Continent Public Library to produce the Clay County Small Business Bootcamp.	Ongoing
	b. Kansas City Area Development Council			City staff attend Kansas City Area Development Council events and pass along information from the KCADC to local development partners.	Ongoing
	c. Square One Business Services			Staff attend Square One Business Services events and collaborated with them the fall a Clay County Small Business Bootcamp.	Ongoing

	d. KCSOURCELINK				Staff attend KCSOURCELINK events and are listed on their website as a partner organization. Staff is exploring a new partnership with KCSOURCELINK to support our entrepreneurs.	Ongoing
	e. Missouri Department of Economic Development				Staff works with MoDED on qualifying projects. MoDED's efforts have shifted to support businesses during COVID.	Ongoing
6. Encourage retail development.						
	a. Work to improve the variety and quality of grocery items available in the community.		City		Staff is working with the One North Master Developer and discussing possibilities for stores at other locations with Associated Grocers and others.	Ongoing
	b. Work with the One North master developer to attract retail to the development.		City		Staff is working with the One North Master Developer.	Ongoing
	c. Work with a chosen developer to partner on a project to develop housing and retail on the City-owned property at 18th & Swift.		City		The City has entered into a development agreement with the Sunflower Development Group for the development of high-quality residential units in downtown North Kansas City. It will consist of approximately 190 units of market-rate apartments, approximately 3,000 square feet of retail space, and structured parking. The parking will include not less than 85 street level parking stalls for public use which will be permanently owned by the City. Construction is anticipated to begin in early 2021.	Ongoing
	d. Evaluate how the City might encourage sidewalk dining in the downtown area.		City		The City is working on refreshing the downtown corridor, including looking at measures to encourage sidewalk dining. Updates to the municipal code regarding sidewalk dining regulations were approved by Council on March 3, 2020. Due to COVID-19, the sidewalk dining program was expanded and a new temporary parklet program was created to help businesses expand their outdoor dining options.	The parklet program was extended by the City Council and concluded on December 1.
7. Support North Kansas City's visitor and entertainment industry.						
	a. VisitKC membership		City, Asst. City Administrator		NKC is a member of VisitKC. The new ExploreNKC.com website is featured on our listing page for VisitKC. North Kansas City has a featured page on VisitKC's website.	Ongoing
	b. NKCNow		City, Asst. City Administrator		The River North team has heavy overlap with NKCNow. Staff attends the NKCNow town hall meetings.	Ongoing
	c. ExploreNKC website/steering committee/maps		City, Asst. City Administrator		City staff are part of the ExploreNKC website committee. A Marketing Plan is currently being developed by a group of Northland CAPS students. This plan was presented to the City Council in January 2020. The NKC Business Council received Northland CAPS interns who implemented the plan prior to COVID-19. The Business Council is currently assessing its ExploreNKC efforts.	Ongoing
	d. Consider establishing a City sponsorship program for events that bring visitors.		City, Asst. City Administrator		The City Council reauthorized this program as part of the FY 2020-21 Budget. No applications have been submitted for this budget year, but we anticipate a few coming forward in the Spring.	Ongoing
GOAL #4: Deliver Sustainable and High-quality Infrastructure, Public Facilities and Transportation Services						
Strategies			Responsibility		Update	Status
1. Encourage safe, multi-modal transportation.						

	a. Coordinate with the KCATA on enhanced transit service to NKC, particularly as part of the Burlington Corridor improvements.	City, Community Development	The City partnered with KCATA on the North Oak Transit Study. City staff is coordinating with KCATA on plans for Burlington, including enhanced bus stops to accommodate level boarding.	Ongoing
	b. Make improvements to the bicycle infrastructure network that integrates with other modes of transportation through the City.	City, Community Development	Construction of bike lanes on Armour Road between Fayette and Ozark is complete. Other infrastructure needs are identified in the Bicycle Master Plan.	Ongoing
	c. Develop and adopt the Bicycle Master Plan.	City, Community Development	The Bicycle Master Plan was adopted by the City Council on July 21, 2020 and by the Planning Commission on December 3, 2020.	Complete.
2. Evaluate "smart city" technologies to identify opportunities that might benefit North Kansas City.				
		City, Asst. City Administrator	Staff attends the regional KCDD Integrated Data Strategy Group meeting with KC Digital Drive. This committee is working with UMKC to draft language to guide regional data sharing. Staff is part of the Regional Innovation Forum. The City has applied (at no cost to the City) to become a member of Cities Today Institute. Staff was invited to participate in the East West Center Spring 2021 cohort of CTI in February.	Ongoing
3. Look for opportunities to provide alternatives to the City's existing mass transit system.				
		City, Community Development	*A plan for a car-based pilot program that would have substituted for the existing on-demand bus that KCATA uses was put on indefinite pause by KCATA while it attempts to work out labor issues. *Though any possibility of a streetcar extension is likely many years off, the City continues to keep the possibility in mind in street layout design decisions.	The City will schedule a work session with KCATA to discuss the current program and any possible alternatives. The City Council received an update on the Kansas City Streetcar at the 11/17/20 Council meeting.
4. Maintain existing public infrastructure and facilities.				
	a. Provide an annual "report card" on the state of the City's infrastructure.	Public Works	This was updated and distributed to Council members in April 2020.	Completed for 2020
	b. Work with North Kansas City Special Road District to identify street improvements that are necessary or desirable.	Public Works	Public Works staff continues to work closely with the Road District to determine priorities for street improvements and repairs.	Ongoing
	c. Complete the public facility and infrastructure projects that are in the 2019 – 2023 Capital Improvement Program, including:			
	Armour Road Complete Street	Community Development	Phase 1 construction is complete. Options for making improvements will be presented at the December 15 work session.	Ongoing
	Gateway Signage	Community Development	The 2019 planned project is now anticipated to occur in 2021.	Ongoing
	Rabbit hOle Parking	City, City Administrator	Construction is complete.	Complete
	Wayfinding Signage	Community Development	Contract for final design was awarded on September 1, 2020.	Installation is projected in late 2020 or in early 2021.
	City Hall "Face Lift"	Asst. City Administrator, Public Works, & City Hall Facelift Committee	Improvements to the City Council dais are included in the FY 2021 Budget.	Ongoing
	Replace Rooftop HVAC Units	Public Works	FY 2019 and FY 2020 replacements were completed. FY 2020 budgeted replacements included the City Hall west wing and the Police Department.	Additional HVAC replacements are included in the FY 2021 Budget.
	Replace City Hall Concrete Drives	Public Works	Completed in August 2019	Completed
	Community Development Remodeling	Community Development	This project was planned for 2020, but was deferred due to covid-19.	Postponed.

		16th Avenue Bicycle Lanes	Community Development, Public Works	The City Council decided not to pursue this project.	No longer applicable
		Walker Intersection Improvements	Community Development	Construction plans have been completed and are ready for bidding.	Bidding is planned in early 2021.
		Burlington Street Corridor Improvements	Community Development	Plans have been approved by MoDOT and the project is in the right-of-way acquisition phase.	Ongoing; this project is currently in the right-of-way (easements) acquisition phase.
		Downtown Streetscape	Community Development, Public Works	The City Council approved a contract with Confluence on May 21, 2019 to provide design and procurement assistance to the City. Confluence held a Design Direction workshop with the City Council on September 24. On 11/19/19 the City Council authorized consolidating this project into one phase, planned for construction in 2020. A public meeting on this project was held December 4, 2019 to obtain public input.	This project was placed on hold due to the COVID-19 global pandemic and was approved to move forward as part of the 2021 budget. Staff is currently working on an RFQ for Construction Manager At Risk (general contractor) in order to begin this project in the spring.
		Water Treatment Plant Improvements	Public Works	Award of Contract occurred on September 15, 2020 and construction is underway.	Ongoing
		Northgate Alley Repairs	Public Works	Completion of these repairs is scheduled over two years, in FY 2021 and FY 2022. The first phase is scheduled in the spring of 2021.	Ongoing.
		Salt Dome Repairs	Public Works	Completed in May, 2019	Completed.
		Drainage Improvements – W. 12th Avenue	Public Works	Completed.	Completed.
		Drainage Improvements – 1100 Block of Gentry	Public Works	Completed.	Completed.

GOAL #5: Maintain an Organization that Provides Excellent Public Services and Operates in a Financially Sustainable Manner

Strategies	Responsibility	Update	Status
1. Explore new revenue sources and regularly evaluate cost recovery of services.			
a. Implement the measures necessary to begin collecting tax on out-of-state and internet sales.	City Administrator, Asst. City Administrator	The State Legislature considered authorizing legislation in the last session, but failed to act on it. Staff will discuss with Council developing a ballot initiative for consideration by voters.	Paused
b. Regularly assess and update General Fund recovery from other budget funds.	City Administrator, Asst. City Administrator, Finance Manager	The recovery analysis was updated in the FY 2020 City budget.	Completed.
c. Update water and sewer rates annually to ensure an adequate fund balance and being prepared for future needs.	City Administrator, Public Works Director, Finance Manager	Council approved the 2021 rates in October.	Completed
d. Maintain appropriate fund balances in each fund to ensure the City is prepared for an economically catastrophic event.	City Administrator, Asst. City Administrator, Finance Manager	As per policy, the City currently has fund balances of more than 25% in the Water and Transportation funds, and of more than 50% in the General Fund. The fund balance is currently less than 25% in the WPC Fund; a long-term plan involving having the Gaming Fund pay for capital improvements for several years is in place to bring it up to the desired level. The City has issued an RFP for a sewer/water rate study to determine a long-term plan for establishing sustainable rates in those funds.	Ongoing

	e. Identify and apply for grant opportunities available to assist funding public services.	City Administrator, Asst. City Administrator, Finance Manager	<p>*Last year the Fire Department utilized an Assistance to Firefighters Grant (AFG) from Federal Emergency Management Agency (FEMA) to purchase a vehicle exhaust removal system for both fire stations. The grant paid \$59,380 towards the \$62,505 cost of the system. The department successfully submitted an amendment this year to utilize un-apportioned funds from this grant. The department is in the process of determining projects to submit for this fiscal year.</p> <p>*Last year the Fire Department was awarded an Emergency Managers Performance Grant (EMPG) from the State Emergency Management Agency (SEMA). This grant payed \$16,280 towards the salary of the City's Emergency Management Director (Fire Chief), based on required meeting, training, exercise, and administrative performance. The application for this year's grant has been completed and submitted. The Fire Chief is already completing requirements in anticipation of receiving the grant.</p> <p>*The PD participates in the Bulletproof Vest Partnership and has for several years. It is a DOJ grant that partially reimburses the City for purchases of vests for our officers.</p> <p>*In 2018, the City was awarded a Planning Sustainable Places (PSP) grant from MARC to support the development of a Bicycle Master Plan. This is the third PSP grant that the City has received to support planning projects that have a transportation focus. Previous PSP projects included the Burlington Corridor Complete Street Design and the Armour Road Complete Street Plan.</p>	Ongoing
2. Maintain competitive wages, benefits and good working conditions to ensure employee satisfaction and retention.				
	a. Conduct periodic compensation studies to ensure the City remains competitive in wages/salaries and benefits it provides.	City Administrator, Human Resources Manager	A Compensation Study update was approved by the City Council on 8/6/19. The 2020 Salary Structure was approved and employees below minimum were identified and brought to the minimum.	Completed in 2019. The Human Resources Manager participated in a salary survey sponsored by MARC in March of 2020.
	b. Recognize employees for work well done.	City, City Administrator, City Management Team	<p>*The City has a pay-for-performance compensation system that provides higher compensation to those employees judged to have exceeded their supervisor's expectations for the position. *The City as a whole recognizes employees at the annual employee banquet, both for longevity and by a vote of their peers in various categories.</p> <p>*The City uses social media to recognize employees who have received positive attention from the news media or regional agencies.</p> <p>*Throughout the year members and staff of the fire department watch for and document exceptional performance or activities and can nominate members for medals (Medal of Honor, Meritorious Service, etc.) and awards (lifesaving, educational, service, etc.). Then in November of each year the department holds a formal recognition ceremony where honors are presented to members, along with a pinning ceremony for those employees hired in the previous year.</p> <p>*The Police Department issues official letters of commendation and lists them in the department's annual report.</p>	Ongoing

	c. Put on events that allow City employees across departments to get to know each other better.	City, City Management Team	*Conduct monthly lunch and learns as part of the wellness program. *The City holds an annual employee picnic (the 2020 picnic was canceled due to covid). *The annual City Banquet was scheduled in October 2020 has been rescheduled to Spring 2021 due to covid.	On Hold due to COVID
	d. Ensure that employees are properly trained to perform their jobs.	City Administrator, City Management Team, Human Resources Manager	*Supervisors are responsible for ensuring that all employees maintain training and certifications that are a requirement of their position. *Semi-annual performance appraisals are conducted in the spring and fall. *The City is a member of the MARC Government Training Institute (GTI) and sends employees for training there that will serve them well in their positions.	Ongoing
	e. Maintain the physical space of employees to allow for the comfortable and efficient provision of City services.	City	A substantial renovation of the Community Development space in City Hall has been identified, but is on hold due to the global pandemic.	This project has been placed on hold due to the COVID-19 global pandemic.
	f. Properly equip employees to do the work with which they are charged.	City	*Department heads are charged with ensuring that equipment needs are proposed in the annual City budget. *In 2019 a comprehensive inventory of the City's equipment was created to allow for better tracking of equipment and anticipated replacement dates.	Ongoing
3. Develop succession plans for City departments.				
	a. Have each department head assess his/her leadership team and devise a plan for succession.	City Administrator, City Management Team, Human Resources Manager	The Human Resources Manager will continue to partner with Department Directors, Supervisors and Leads to ensure that they are empowering those that work for them to take on additional responsibilities, ensuring they understand their career goals and that they receive the proper training and assistance to obtain those goals.	Ongoing
	b. Have each department head work with his/her leadership team to develop personal goals to allow for career advancement.	City Administrator, City Management Team, Human Resources Manager	Ensure this is part of employees mid year and annual review discussions/documentations.	Completed

Q4 | 2020

*Report includes data collected during the COVID-19 pandemic.

NORTH
KANSAS CITY
• Virtually Urban. Supremely Suburban.

North Kansas City Business and Economic Development Brief

By the Numbers New in September, November, and December

2

Opportunity Zone
Inquiries

10

New Businesses

2

Potential
Business Attraction

2

Prospective
New Construction Projects

1

Potential
Business Expansions

0

New Construction Projects

2

Businesses Closures (C)/Moves (M)

*Mission Ready Gunworks (C)
Accent Special Event Rentals (C)*

Current Year To Date (YTD)

4

Opportunity Zone
Inquiries

41

New Businesses

4

Potential
Business Attraction

7

Prospective
New Construction Projects

3

Redevelopment Areas
*Northgate Village,
One North, 18th & Swift*

8

Potential
Business
Expansions

3

New Construction
Projects

15

Businesses Closures/Moves

*Closed Location - 13
Sold & Closed - 2*

Business License Information

Class	2016	2017	2018	2019	YTD 2020**
1-C* (Contractors)	643	660	665	1,058	625
2 (Fixed Fees/ Specialized)	118	113	97	128	102
3 (Fixed Fees/ General)	823	862	858	905	746
Total	1,584	1,635	1,620	2,091	1,473

- **YTD 2020 numbers show businesses with active licenses:
 - COVID-19 struck in the middle of the Business License renewal process. The City Council authorized an extension for businesses to be licensed in 2020.
 - There are currently 147 pending business licenses. (Staff has received partial applications, but cannot issue a business license due to lack of information).
 - Currently there are 48 suspended licenses.
- *The City requires outside contractors performing work within North Kansas City to obtain a business license to ensure proper state licensing and insurance coverage. (The increase in 2019 contractor license is from the multiple construction projects in NKC.)
- Fixed Fees/Specialized - these include specialized businesses such as security, bonding, delivery, taxicab, storage and trash companies.
- The Missouri State Statutes limit what businesses can be licensed at the local level. This hinders our ability to know exactly how many businesses are actually located in NKC. Specifically in the banking, financial, medical, legal and engineering fields which are exempt from business licensing requirements.

Commercial Property Information

- NKC differs from many municipalities as there is little opportunity for new development. NKC is fully developed and therefore, all development is redevelopment.
- Very little commercial property is available for sale.
- Over the last 5 years, there has been little to no new office/commercial property developed in NKC.
- Most commercial property is either owner-occupied or owned by a development/investor/management company and is only available for lease opportunities.
 - *Pro:* This allows businesses the ability to operate without an initial purchase price (low barrier of entry). Businesses can lease a facility that best meets their current needs.
 - *Con:* This can limit our ability to market NKC to new businesses and/or retain businesses only interested in owner-occupying their facilities.

740

**Number of Commercial
and Industrial Parcels**

Staff conducted a property search
on December 10:

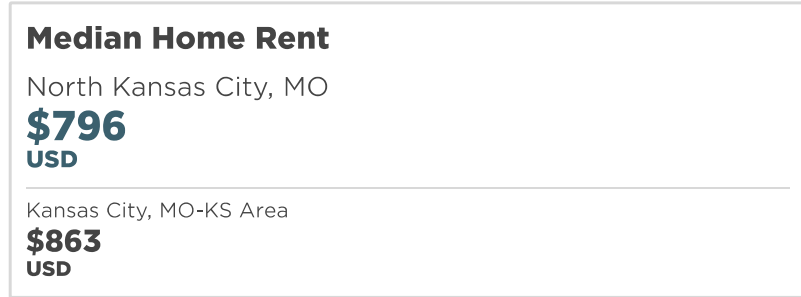
24 Properties/Office
Space for Lease
(15 previously)

5 Properties for Sale
(6 previously)

It is important to note that many properties are not publicly listed and that vacancies change daily. The lease/office space information can range from a single office to an entire building.

Residential Property Information

The median rent in North Kansas City is *lower than the metro average* and is better able to *accommodate very-low and low income households* than higher cost areas.



2,807

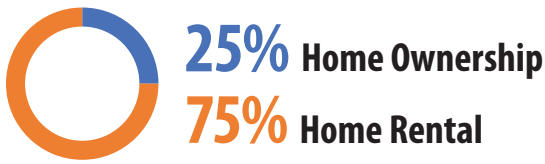
Number of Housing Units

Staff conducted a property search on December 10:

10* Homes for Sale
 (3 previously)

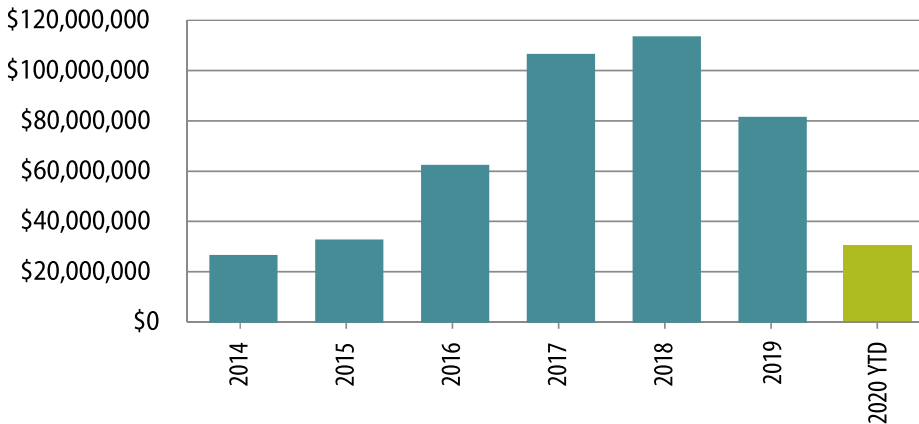
It is important to note that many properties are not publicly listed and listings change daily.

*6 homes listed as pending, 4 available for sale.



Construction Permit Information

Total Permit Valuation



Comparison to Last Year:

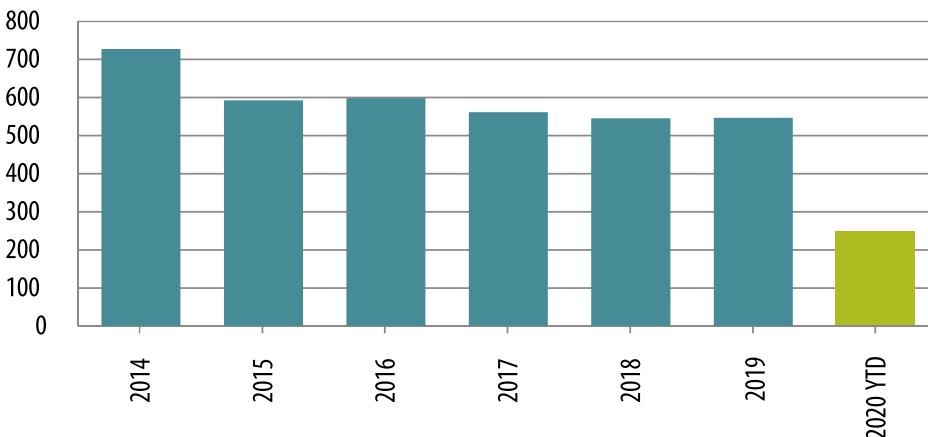
January – November of 2020

- 242 Permits Issued
- \$30,477,343 in permit valuation

January – November of 2019

- 462 Permits issued
- \$80,482,680 in permit valuation

Permits Issued by Year



Notes:

The 2019 permit activity contained the One North hotels. The high permit valuation is not expected to continue over time.

Due to COVID-19, permit applications dropped in March and April as a result of the 'Stay at Home' Orders.

City of North Kansas City Communities For All Ages

1: Public Outdoor Spaces and Buildings

Focus Areas	Responsibility	Update	Status
1A - All Ages-friendly Siting, Design, and Development Policies for Public Spaces			
Recommendation: Continue to explore with the Levee District whether the levee could be used as an east-west connector. Maybe just a pedestrian gravel path, not fully paved.	City	The community's desire for trails along the levee system is part of the Bike Master Plan.	Ongoing
Action: Continue to explore a better partnership with MoDOT to address connectivity and maintenance (e.g. lighting, cleanliness, and mowing) in the area of Missouri Highway 210 and I-35.	City	<p>The City applied for, and was awarded, a Planning Sustainable Places grant funds to complete an East-West Connectivity Study to identify implementation steps to overcome the interstate barrier dividing North Kansas City. The study will focus on two connections across the interstate: the Armour Road bike/ped crossing under I-35 and an off-street trail connection between the east terminus of 14th Avenue and the southern end of Diamond Parkway-16th Avenue. Both locations were identified as barriers during the Bicycle Master Plan's public engagement process; the Armour Road connection was identified as the community's top priority for potential improvements.</p> <p>Key elements of the East-West Connectivity Study include:</p> <ul style="list-style-type: none"> •Coordination with MoDOT •Design for improvements to serve people walking and biking that connect destinations on both sides of I-35 •Design that supports and builds on the recommendations of the Bicycle Master Plan •Public engagement to develop consensus on needed improvements •Implementation plan for future improvements to be used in capital improvement planning and future projects. <p>On October 20, 2020, the City Council authorized an agreement with Mid-America Regional Council to being the development of an East-West Connectivity Study.</p>	Ongoing
1C - Design and Build Public Buildings to Meet the Needs of All Ages			
Recommendation: City considers the inclusion of neutral, non-binary bathroom facilities in any new City building to demonstrate its desire to be a welcoming City.	City	The City will consider this suggestion when constructing a new facility. No new facilities are anticipated at this time.	Ongoing
Suggestion: Explore locating wayfinding kiosks to more heavily used areas, e.g. Dagg Park, where there is lots of foot traffic, including non-residents.	City, Community Development	This suggestion was raised after the planning phase of the Wayfinding Signage Project was complete. The Wayfinding Signage Project provides a conceptual information kiosk design. Fabrication and installation of kiosks is part of the City's Downtown Streetscape Project that is budgeted for 2021. The City may pursue additional information kiosks throughout the City, but not until the Downtown Streetscape Project is complete.	Ongoing

	Suggestion: Consider installing an information kiosk at Macken Park.	City, Community Development	This suggestion was raised after the planning phase of the Wayfinding Signage Project was complete. The Wayfinding Signage Project provides a conceptual information kiosk design. Fabrication and installation of kiosks is part of the City's Downtown Streetscape Project that is budgeted for 2021. The City may pursue additional information kiosks throughout the City, but not until the Downtown Streetscape Project is complete.	Ongoing
1D - Safety in Parks and Neighborhoods				
	Suggestion: Relay comments about the desire for increased lighting along the walking trail at Macken Park to the Parks & Recreation Board. At the sessions, residents requested replacing the current bulbs with brighter bulbs in the existing light fixtures.	Parks & Recreation Board	City staff presented this suggestion to the Parks & Recreation Board at the January 9, 2020 Board Meeting.	Complete
1F - Provide Seating in Public Outdoor Spaces and Buildings that Meet the Stamina Needs of All Ages				
	Recommendation: Consider additional benches along Diamond Parkway.	City	Once construction in One North is complete, staff will suggest this recommendation to the One North developer.	Ongoing
	Recommendation: Relay comments about the desire to add more seating at the Dagg Park (the splash park to face the splash area itself) to the Parks & Recreation Board. Also inquire if day lockers or cubbies could be installed at Dagg Park.	Parks & Recreation Board	City staff presented this suggestion to the Parks & Recreation Board at the January 9, 2020 Board Meeting.	Complete
1H - Ample Pick-up and Drop-off spaces Near Public Facilities				
	Recommendation: Determine the need and feasibility of adding more handicap parking spots at the YMCA (to be brought forward by the YMCA.)	YMCA	If determined necessary, a request will be brought forward to the City by the executive director of the YMCA.	Complete until staff hears from the YMCA.
1J - Encourage Downtown Walkability				
	Recommendation: Explore the ability to regulate smoking on public sidewalks on major walkways, possibly by specific districts within the City.	City	Staff has looked into this recommendation with the City Counselor and the Police Department. There are several legal and enforcement challenges with this recommendation.	Paused
	Recommendation: Explore the installation of digital kiosks as an alternative or supplement to printed materials. Advantages of this include ease of updating information and minimizing print impacts.	City, Community Development	The current wayfinding sign project is not funded for digital kiosks.	Tabled due to lack of funding.
2: Housing and Commercial Development				
Focus Areas		Responsibility	Update	Status
2A - Audit of Development Codes to Ensure Range of Housing Options Allowed				
	Recommendation: Develop strategies to retain older duplexes and apartments to help keep housing costs affordable and to provide a broader range of cost points for housing options.	City, Community Development	The City Council has directed staff to address affordable housing as part of the City's Strategic Plan. (GOAL #2: Provide a Variety of Quality Housing Options, Styles and Price Ranges)	Ongoing

	Action: City staff will provide regular updates to the Planning Commission on the National League of Cities and the First Suburbs Coalition's Affordable Housing Pilot Program.	City, Community Development	North Kansas City is part of the Mid-America Regional Council (MARC) First Suburbs Coalition — a group of 19 communities in Greater Kansas City metro area. Earlier this year on behalf of the Coalition, MARC applied to the National League of Cities (NLC) for a new economic development pilot project. The NLC award, called the First Tier Suburbs Council Economic Development Pilot Project, provides technical assistance to member cities in the First Suburbs Coalition, including data analysis and economic development insights from economic and business advisory firm TIP Strategies, Inc. The final report for the Pilot Program has been released and the findings were shared at the NLC Conference in November.	Ongoing
2D - Policies that Encourage Developers to Include Features that Meet All Types of Mobility Needs				
	Recommendation: Provide information in the NKC newsletter about partners who may provide assistance for building accessible ramps. Consider using multiple communication tools to communicate resources including convening neighborhood meetings or homes associations to reach those residents who do not read the newsletter and/or have limited English language proficiency.	Asst. City Administrator	This recommendation was incorporated into the Spring 2020 newsletter. Staff will continue to look for opportunities to integrate more information in the future. Staff is part of the North Kansas City Hospital's Serving our Aging Population Subcommittee. This committee looks to better match those in need with services provided in NKC.	Ongoing
	Action: Participants requested information about Universal Design (UD), e.g. defining the terms, building it into the bones/framework of a home structure, ability to retrofit, and other related topics. MARC will share information about UD.	City, Asst. City Administrator, Community Development	MARC will be sharing information about UD for consideration.	Ongoing
2F - City Uses Property Maintenance Enforcement to Support Neighborhood Quality and Provide Resources to Property Owners Who Need Assistance				
	For later discussion: Research programs that encourage stronger partnerships between cities and landlords to enhance property maintenance, i.e. can the City do more to work with landlords?	City, Community Development	Community Development implemented a landlord registration program. This program will allow the department to obtain contact information for landlords in the City.	Ongoing
2I - Programs that Offer Residents Information on Strengthening Crime Prevention by Assessing and Protecting Private Property				
	Action: Explore whether the Police Department is involved with Metro Elder Abuse Task Force.	Police Department	The NKCPD is not currently part of the Metro Elder Abuse Task Force. City staff has requested more information about the Task Force.	Ongoing
3: Transportation				
Focus Areas		Responsibility	Update	Status
3D - Towards Zero Deaths				
	Suggestion: Work toward a level of ridership that will justify a Max Bus Line.	City, Community Development	The Burlington Corridor Project will help support KCATA ridership.	Project has been paused due to COVID-19

	Suggestion: Improve the crosswalk at Fayette and improve access to the north side of Armour to provide access to Cerner and NKC Hospital. Work with MoDot to improve the pedestrian experience of Armour Road/Route 210 under the I-35 Bridge.	City, Community Development	The City applied for, and was awarded, a Planning Sustainable Places grant funds to complete an East-West Connectivity Study to identify implementation steps to overcome the interstate barrier dividing North Kansas City. The study will focus on two connections across the interstate: the Armour Road bike/ped crossing under I-35 and an off-street trail connection between the east terminus of 14th Avenue and the southern end of Diamond Parkway-16th Avenue. Both locations were identified as barriers during the Bicycle Master Plan's public engagement process; the Armour Road connection was identified as the community's top priority for potential improvements. Key elements of the East-West Connectivity Study include: •Coordination with MoDOT •Design for improvements to serve people walking and biking that connect destinations on both sides of I-35 •Design that supports and builds on the recommendations of the Bicycle Master Plan •Public engagement to develop consensus on needed improvements •Implementation plan for future improvements to be used in capital improvement planning and future projects. On October 20, 2020, the City Council authorized an agreement with Mid-America Regional Council to being the development of an East-West Connectivity Study.	Ongoing
	Suggestion: Improve walkability of transit riders to stops along Burlington.	City, Community Development	The Burlington Corridor Project will help improve walkability and ridership amenities.	Ongoing
3E - Work with Partners to Implement Strategies to Support Independent Mobility for All Ages and Abilities				
	Suggestion: Include Clay County Senior Services in discussion with nonprofit rideshare providers.	Asst. City Administrator	The City is part of the NKC Hospital subcommittee addressing ongoing needs for an aging population. Transportation is part of the scope of services being discussed.	Ongoing
3H - Resources for Determining Older Driver Competency				
	Action: Add the link to the Older Driver Safety content from KC Communities for All Ages website to the NKC website.	Asst. City Administrator	http://www.nkc.org/departments/community_development/community_for_all_ages	Complete
3I - Consider Application for Walk Friendly Designation from Pedestrian Bicycle Information Center				
	Action: Submitted application for designation as a Walk-Friendly Community in 2015; staff will review to assess any changes that might lead to a resubmission.	Community Development	Staff will review to assess any changes that might lead to a resubmission.	Ongoing
4: Social Inclusion, Communication, and Participation				
Focus Areas		Responsibility	Update	Status
4D - City Communication Plan has Strategies for Reach Residents at Risk of Social Isolation				
	Suggestion: Connect with staff at The Gardens to see if City Agendas can be provided to their residents.	Asst. City Administrator	Staff contacted The Gardens property manager and they will post the meeting agenda in their common areas.	Complete
5: Civic Participation and Employment				
Focus Areas		Responsibility	Update	Status
5A - City Policy Encourages Civic Participation by All Age Groups in Community				
	Recommendation: Explore the inclusion of youth on City commissions and/or committees and/or adding a Youth Council.	Asst. City Administrator	Staff will look into this recommendation and bring forward a few ideas.	Ongoing
5D - City Encourages Community Partners and Organizations to Use Volunteer Engagement and Management Best Practices				

	Suggestion: Explore the possibility of inviting residents to volunteer on city-organized cleanup days in public spaces.	City, Parks & Recreation Board	City staff presented this suggestion to the Parks & Recreation Board at the January 9, 2020 Board Meeting.	Complete
	Suggestion: Discuss with the Parks & Recreation Board ways to increase the number of volunteers at Parks & Recreation events.	City, Parks & Recreation Board	City staff presented this suggestion to the Parks & Recreation Board at the January 9, 2020 Board Meeting.	Complete
5G - City Ensures that Meeting Locations are Accessible to All Residents and Meets Communication Needs and Challenges of Diverse Populations				
	Recommendation: Explore how state statutes on open meetings intersect with the residents' desire to have input remotely through digital technology.	Asst. City Administrator, City Counselor	Public meetings via online platforms have been implemented due to the global COVID-19 pandemic. As for future use of providing public comments via online platforms, the City will be monitoring any new legislation authorizing new technology following the COVID-19 event.	Some of these technologies have been implemented due to the COVID-19 event.

MEMORANDUM



TO: Mayor and City Council
FROM: Eric Berlin, City Administrator
DATE: December 15, 2020
RE: YMCA October 2020 Financial Report

Highlights of the monthly report for this month include:

Income:

- Total income for the month was \$142,187.

Expense:

- Total expense for the month was \$160,753.
- The line item labeled "Intra-YMCA Expense Allocation" is where the monthly management fee paid to the YMCA of Greater Kansas City is allocated. This is the minimum amount of the management fee the City pays to the YMCA; the City pays the YMCA an additional amount that is calculated based upon the amount of the calendar year deficit and operating revenues that does not show as an expense on this report.

Surplus/Deficit:

- For the month, the facility experienced a deficit of \$18,566.

Surplus/(Deficit):

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
January	\$ 15,976	\$110,377	\$ 92,283	\$116,559	\$101,181
February	\$ 99,484	\$ 3,672	(\$ 3,454)	(\$ 22,308)	\$ 8,629
March	\$ 3,721	(\$88,612)	(\$ 76,565)	(\$ 45,442)	\$ 20,634
April	(\$53,135)	(\$ 473)	\$ 15,771	\$ 31,053	(\$ 1,301)
May	(\$ 7,849)	(\$16,587)	(\$ 3,794)	\$ 28,119	(\$ 21,390)
June	(\$27,054)	(\$14,919)	(\$ 13,162)	\$ 27,992	\$ 21,379
July	(\$41,872)	(\$18,669)	\$ 4,911	\$ 5,878	(\$ 73,463)
August	(\$61,290)	(\$36,437)	(\$ 63,620)	(\$ 78,357)	(\$ 17,243)
September	(\$70,852)	(\$74,133)	\$ 3,007	\$ 16,784	(\$ 15,402)
October	(\$ 1,734)	(\$20,267)	\$ 27,940	\$ 13,714	(\$ 18,566)
November	(\$36,115)	(\$ 5,821)	\$ 5,015	\$ 19,424	
December	(\$28,977)	(\$ 59,652)	(\$ 32,282)	(\$ 88,678)	
Total	(\$217,139)	(\$221,521)	(\$43,282)	\$ 24,737	\$ 4,459

YMCA of Greater Kansas City As of October		Oct	Oct	\$ Var	Oct	YTD	YTD	\$ Var	YTD
		2020 Actual	2020 Budget	Actual to Budget	2019 Actual	Oct 2020 Actual	Oct 2020 Budget	YTD Act to Budget	Oct 2019 Actual
401	Contributions	4,584	2,826	1,758	1,830	326,389	76,760	249,629	69,566
411	Membership Dues Income	127,799	201,416	(73,617)	196,406	1,194,261	2,019,669	(825,408)	1,955,287
413	Program Service Fee	7,406	16,139	(8,733)	15,589	182,014	281,381	(99,367)	257,011
414	Facilities Rental	2,397	7,000	(4,603)	8,744	41,501	77,825	(36,324)	77,881
Revenue		142,187	227,381	(85,194)	222,570	1,744,164	2,455,635	(711,471)	2,359,745
521	Salaries and Wages	71,273	111,896	40,623	93,199	778,619	1,154,868	376,249	1,006,539
522	Employee Benefits	5,193	10,121	4,928	9,421	71,321	105,706	34,385	106,978
523	Payroll Taxes	8,297	13,595	5,298	11,601	86,142	140,317	54,175	126,591
524	Contract Services	3,080	4,230	1,150	4,753	39,192	42,901	3,709	46,366
525	Supplies	6,893	13,793	6,900	11,617	105,243	120,458	15,215	113,212
526	Telecommunications	3,107	1,648	(1,459)	1,673	14,638	17,074	2,437	15,982
527	Postage and Shipping	42	298	256	478	580	2,793	2,213	3,027
528	Occupancy	41,905	73,384	31,480	53,415	440,204	639,474	199,269	604,682
529	Equipment Cost	180	1,247	1,067	632	8,766	12,766	4,001	17,693
531	Promotion and Publications	1,685	833	(852)	2,950	18,319	23,723	5,404	33,085
532	Travel and Transportation	139	374	234	116	3,609	6,540	2,931	6,100
533	Conferences and Meetings	365	465	100	619	3,512	8,210	4,698	8,892
535	Membership Dues Expense	2,027	1,825	(202)	1,832	10,669	19,550	8,881	17,710
539	Miscellaneous Expense	4	20	16		(51)	700	751	611
548	Intra-YMCA Expense Allocation	13,294	13,295		12,662	132,945	132,945		126,615
553	Capital	3,268	3,268		3,889	25,997	25,997		31,670
Expense		160,753	250,292	89,539	208,857	1,739,705	2,454,023	714,317	2,265,753
YMCA of Greater Kansas City		(18,566)	(22,911)	4,345	13,714	4,459	1,612	2,847	93,992

**Minutes of the North Kansas City, Missouri City Regular Council Meeting of
December 15, 2020**

The City Council met in regular session on Tuesday, December 15, 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.

The roll was called. The following councilmembers were present: Rick Stewart, Amie Clarke, Tom Farr, Bryant DeLong, Anthony Saper, Jesse Smith, Lisa Tull and Zachary Clevenger.

The meeting opened with the Pledge of Allegiance.

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

Roll Call

Opening

Approval of Agenda

Kathy West approached the Council regarding items discussed in the Work Session regarding Armour Road and the bicycle lanes. She stated she was a cyclist who uses the bike lanes. She said she felt sloped curbs on the islands would be dangerous to cyclist and walkers alike. She asked if the curbs could be painted so they were easier to see by motorists. She stated the residents of North Kansas City want to ride bikes but need to feel safe. She recommended that a committee of residential walkers and cyclists be formed to help make these decisions.

Comments from the Public

The Consent Agenda contained the following items:

Consent Agenda

Approval of Regular Council Meeting Minutes of December 1, 2020

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

Presentation from ETC Institute for "Leading the Way" award. City Administrator Berlin stated that North Kansas City has received the "Leading the Way Award" from ETC Institute. Recipients of the award rank in the top 10% of all cities and counties in the United States with regard to their composite performance in three core areas that are assessed on the DirectionFinder Survey: satisfaction with the overall quality of services, satisfaction with customer service provided by employees, and satisfaction with the value residents think they receive for local taxes and fees. Jason Morado, Director of Community Research for ETC, presented the award to the City Council.

Presentation – ETC Institute – "Leading the Way" Award

Dr. Stephen Reintjes, CEO of North Kansas City Hospital, appeared before the Council to provide an update on the current impact of the covid-19 pandemic on the community and the hospital. Questions and discussion ensued.

North Kansas City Hospital CEO Dr. Stephen Reintjes – Covid-19 Update

Consideration of a Resolution Authorizing the City to Enter Into a Contract With Northland Festivals for 2021 Spooky Snake Saturday Parade and Related Services (Resolution No. 20-073). City Administrator Berlin stated that on November 17, 2020, the City Council considered an agreement with Northland Festivals for the 2021 Snake Saturday event, which typically is held in March. The agreement included an alternative to the usual parade in case the covid-19 pandemic would not allow for a standard parade. The City Council

Resolution No. 20-073 – Snake Saturday Contract – Fall Event

asked Northland Festivals to consider an event in the fall rather than the spring. Now before the City Council for consideration is a contract with Northland Festivals for a fall event, with some virtual events in the spring. Discussion ensued. C. Stewart moved to approve Resolution No. 20-073, seconded by C. DeLong. The roll was called and the vote was as follows: C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes – C. Clevenger, yes. Motion carried, 8-0.

Consideration of Disposition of the Remaining CARES Funding Allocation. City Administrator Berlin stated that The City has until December 30, 2020 to spend down CARES Act funds that it received or return whatever portion is unused to Clay County and eventually back to the federal government. As of this writing, staff calculates an unspent remainder of CARES funds of \$41,518.76. Staff seeks direction from the City Council as to how to spend these remaining funds. Discussion ensued. C. Stewart moved that the City allocate the remaining CARES funds to the Northland Assistance Center to help local residents, seconded by C. Farr. The roll was called, and the vote was as follows: C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes – C. Clevenger, yes. Motion carried, 8-0.

Consideration of an Ordinance Adopting and Approving a Non-Exclusive Temporary License Agreement By and Between the City of North Kansas City, Missouri, as Licensee, and 127 Swift, LLC and 401 Armour, LLC, Collectively Licensor, for the Temporary Use of a Certain Parking Lot Owned by Licensor {Bill No. 7567 (Ordinance No. 9364)}. City Administrator Berlin stated that the City currently has a non-exclusive temporary license agreement with Northtown Devco for the parking lot north of 18th Avenue, east of Clay and west of Swift. The City pays Northtown Devco \$350 per month for the use of the parking lot from 5:30 p.m. through 6:00 a.m., Monday through Friday and from 5:30 p.m. on Friday through 6:00 a.m. on Monday. The City was advised recently that, due to the imminent closing of the 18th & Swift parking lot for public usage during construction of an apartment building, Northtown Devco will be installing gates at the entrances to the parking lot. Northtown Devco has agreed to keep free public parking available as is the case now in the evenings and on weekends if the City pays the cost of installing the gates and the automatic open and close mechanisms on the gates. Before Council for consideration is a revised license agreement with a three year term beginning January 1, 2021, and providing for the City to pay for the gates on an amortized basis.

Disposition of
Remaining CARES
Funding Allocation

Ordinance No. 9364 –
Revised Temporary
License Agreement
with Northtown Devco

Staff recommends approval of the revised temporary license agreement. Discussion ensued. C. Smith moved to place Bill No. 7567 on first reading, seconded by C. Clevenger. The roll was called, and the vote was as follows: C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes – C. Clevenger, yes. Motion carried, 8-0. Bill No. 7567 was read. C. Farr moved that Bill No. 7567 be placed on second and final reading and passed as Ordinance No. 9364, seconded by C. Clarke. The roll was called, and the vote was as follows: C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, no – C. Saper, yes – C. Smith, yes, C. Tull, yes – C. Clevenger, yes. Motion carried, 7-1. Bill No. 7567 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9364 was signed and approved by the Mayor and attested by the City Clerk.

Consideration of a Resolution Authorizing the City to Enter Into a Contract with Gould Evans Associates, LC for On-Call Professional Planning Services for the City (Resolution No. 20-079). City Administrator Berlin asked Community Development Director Sara Copeland to present this item to Council. Ms. Copeland stated that for many years, the City has used on-call planning consultants from Gould Evans to provide urban planning services. Prior to the creation of the Community Development Department, Gould Evans provided all planning services needed by the City. In 2014, the City approved a new on-call services contract to provide urban planning, site design, landscape architecture, community engagement, and other planning services when needed to either expand staffing capacity or to provide additional expertise. Staff recommends approving a new contract with Gould Evans. Discussion ensued. C. Stewart moved to approve Resolution No. 20-079, seconded by C. Clarke. The roll was called, and the vote was as follows: C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, yes – C. Saper, no – C. Smith, yes, C. Tull, yes – C. Clevenger, yes. Motion carried, 7-1.

Consideration of a Resolution Approving and Granting Modifications to the International Plumbing Code for Certain Construction at the North Kansas City Hospital (Resolution No. 20-078). City Administrator Berlin asked Community Development Director Copeland to present this item to Council. Ms. Copeland stated that staff recommends a site-specific code modification request is to allow primary and secondary roof drains to be combined to accommodate a proposed new generator plant to serve the Main Tower at North Kansas City Hospital. A resolution has been prepared accordingly. Discussion ensued. C. Farr moved to

Resolution No. 20-079
– Contract for On-
Calling Planning
Services

Resolution No. 20-078
– Site-Specific Code
Modification – North
Kansas City Hospital

approve Resolution No. 20-078, seconded by C. Smith. The roll was called, and the vote was as follows: C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes – C. Clevenger, yes. Motion carried, 8-0.

Consideration of an Ordinance Approving and Adopting Seventh Amendment/Addenda to Employment Agreement By and Between the City of North Kansas City, Missouri, and Eric Berlin, City Administrator {Bill No. 7568 (Ordinance No. 9365)}. The City Council has completed the performance appraisal of City Administrator Eric Berlin for 2019-20. A seventh amendment to Mr. Berlin's employment agreement with the City, as indicated by the Council in executive session, is presented for Council approval. C. Farr moved to place Bill No. 7568 on first reading, seconded by C. Smith. The roll was called, and the vote was as follows: C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes – C. Clevenger, yes. Motion carried, 8-0. Bill No. 7568 was read. C. Farr moved that Bill No. 7568 be placed on second and final reading and passed as Ordinance No. 9365, seconded by C. Smith. The roll was called, and the vote was as follows: C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes – C. Clevenger, yes. Motion carried, 8-0. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9365 was signed and approved by the Mayor and attested by the City Clerk.

Ordinance No. 9365 –
Seventh Amendment –
Employment
Agreement with Eric
Berlin

Authorizing Payment for Certain Accounts Due and Payable by the City Through December 11, 2020 {Bill No. 7569 (Ordinance No. 9366)}. C. Farr moved that Bill No. 7569 be placed on first reading, seconded by C. Clarke. The roll was called, and the vote was as follows: C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes – C. Tull, yes – C. Clevenger, yes. Motion carried, 8-0. Bill No. 7569 was read. C. Farr moved that Bill No. 7569 be placed on second and final reading and passed as Ordinance No. 9366, seconded by C. Clarke. The roll was called, and the vote was as follows: C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes – C. Tull, yes – C. Clevenger, yes. Motion carried, 8-0. Bill No. 7569 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9366, was signed and approved by the Mayor and attested by the Deputy City Clerk.

Ordinance No. 9366 –
Approving Accounts
Due and Payable by
the City Through
December 11, 2020

City Administrator Berlin stated the Upcoming City Items of Note, Strategic Plan Quarterly Update, Economic Development Quarterly

Staff Comments

Report, Communities for All Ages Quarterly Report, and the YMCA Monthly Financial Report – October 2020 were included in the Council packets for review. Assistant City Administrator Kim Nakahodo stated that the Joint First Suburbs Coalition and the Communities for All Ages Recognition Review Committee has reviewed our Communities for All Ages Recognition Application for the Gold Level, and they have approved North Kansas City's Gold Level recognition. The Award will be presented on Friday, January 15 at 8:00 AM, with the recognition portion beginning at 8:30 AM. If you would like to attend this virtual meeting, please let Ms. Nakahodo know, and she will get you registered for this event.

C. Stewart stated the leaf pickup program is over for another year, and once again, the crews did a great job. He also welcomed Rick Landon back to the City.

C. Clarke thanked the CEO of North Kansas City Hospital for his report. She congratulated the staff for the Leading the Way Award. She stated she was looking forward to the progress with our complete street projects now and in the future.

C. Farr congratulated City Administrator Berlin for approval of renewal of his contract for another year.

C. DeLong said stay safe. We are turning a corner with a vaccine on the near horizon. He stated businesses should contact the Clay County Health Department regarding the 10 PM closing time if they have any questions.

C. Saper stated it is the 6th night of Hanukkah. He wished everyone a happy Hanukkah, Kwanza, Christmas, and a Happy New Year. He said it is nice to see a light at the end of the tunnel regarding Covid but reminded everyone that we are still in the tunnel so do not be complacent.

C. Smith thanked Dr. Reintjes for his update regarding Covid and the hospital. He thanked all of the front-line workers.

C. Tull congratulated the City for all the awards we have received recently. She thanked Dr. Reintjes from North Kansas City Hospital for his update. She stated that if you hate the delineators on Armour Road, we must start focusing on the intersections.

Councilmembers'
Comments

C. Clevenger also thanked Dr. Reintjes for his hospital update. He also congratulated the City for their recent awards. He wished everyone Happy Holidays and said he would see everyone next year.

Mayor Stielow had nothing at this time.

Mayor's Comments

Consideration of a Request to Hold and Recess Into an Executive Session, as Requested by the City Administrator, to be Held on This Date, on a Real Estate Matter Pursuant to Missouri Revised Statutes §610.0212). C. Farr moved to go into Executive Session at 8:21 PM, seconded by C. Stewart. The roll was called, and the vote was as follows: C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes – C. Tull, yes – C. Clevenger, yes. Motion carried, 8-0.

Executive Session

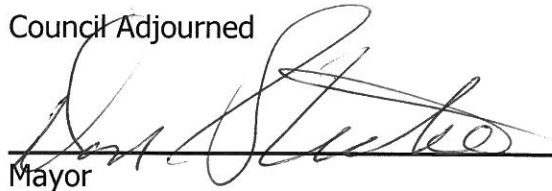
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Executive Session

C. Clarke moved to go back into Regular Session and adjourn at 9:08 PM, seconded by C. Smith. The roll was called, and the vote was as follows: C. Stewart, yes – C. Clarke, yes – C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes – C. Tull, yes – C. Clevenger, yes. Motion carried, 8-0.

Adjournment

Council Adjourned



Mayor

Attest:



City Clerk

Approved this 5th Day of January 2021

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 December 1, 2020

Regular Items

7. Presentation – ETC Institute – “Leading the Way” Award

North Kansas City has received the “Leading the Way Award” from ETC Institute. Recipients of the award rank in the top 10% of all cities and counties in the United States with regard to their composite performance in three core areas that are assessed on the DirectionFinder Survey: satisfaction with the overall quality of services, satisfaction with customer service provided by employees, and satisfaction with the value residents think they receive for local taxes and fees. Jason Morado, Director of Community Research for ETC, will present the award to the City Council.

8. North Kansas City Hospital CEO Dr. Stephen Reintjes – Covid-19 Update

Dr. Stephen Reintjes, CEO of North Kansas City Hospital, will appear before the Council to provide an update on the current impact of the covid-19 pandemic on the community and the hospital.

9. Snake Saturday Contract – Fall Event (Resolution No. 20-073)

On November 17, 2020, the City Council considered an agreement with Northland Festivals for the 2021 Snake Saturday event, which typically is held in March. The agreement included an alternative to the usual parade in case the covid-19 pandemic would not allow for a standard parade. The City Council asked Northland Festivals to consider an event in the fall rather than the spring. Now before the City Council for consideration is a contract with Northland Festivals for a fall event, with some virtual events in the spring.

10. Disposition of Remaining CARES Funding Allocation

The City has until December 30, 2020 to spend down CARES Act funds that it received or return whatever portion is unused to Clay County and eventually back to the federal government. As of this writing, staff calculates an unspent

remainder of CARES funds of \$41,518.76. Staff seeks direction from the City Council as to how to spend these remaining funds.

11. Revised Temporary License Agreement with Northtown Devco {Bill No. 7567 (Ordinance No. 9364)}

The City currently has a non-exclusive temporary license agreement with Northtown Devco for the parking lot north of 18th Avenue, east of Clay and west of Swift. The City pays Northtown Devco \$350 per month for the use of the parking lot from 5:30 p.m. through 6:00 a.m., Monday through Friday and from 5:30 p.m. on Friday through 6:00 a.m. on Monday. The City was advised recently that, due to the imminent closing of the 18th & Swift parking lot for public usage during construction of the apartment building, Northtown Devco will be installing gates at the entrances to the parking lot. Northtown Devco has agreed to keep free public parking available as is the case now in the evenings and on weekends if the City pays the cost of installing the gates and the automatic open and close mechanisms on the gates. Before Council for consideration is a revised license agreement with a three year term beginning January 1, 2021, and providing for the City to pay for the gates on an amortized basis. Staff recommends approval of the revised temporary license agreement.

12. Contract for On-Call Planning Services (Resolution No. 20-079)

For many years, the City has used on-call planning consultants from Gould Evans to provide urban planning services. Prior to the creation of the Community Development Department, Gould Evans provided all planning services needed by the City. In 2014, the City approved a new on-call services contract to provide urban planning, site design, landscape architecture, community engagement, and other planning services when needed to either expand staffing capacity or to provide additional expertise. Staff recommends approving a new contract with Gould Evans.

13. Site-specific Code Modification – North Kansas City Hospital (Resolution No. 20-078)

In its memo, staff recommends a site-specific code modification request is to allow primary and secondary roof drains to be combined to accommodate a proposed new generator plant to serve the Main Tower at North Kansas City Hospital. An ordinance has been prepared accordingly.

14. Seventh Amendment – Employment Agreement with Eric Berlin {Bill No. 7568 (Ordinance No. 9365)}

The City Council has completed the performance appraisal of City Administrator Eric Berlin for 2019-20. A seventh amendment to Mr. Berlin’s employment agreement with the City, as indicated by the Council in executive session, is presented for Council approval.

15. Approving Accounts Due and Payable by the City through December 11, 2020. {Bill No. 7569 (Ordinance No. 9366)}.

16. Staff Comments

- Upcoming City Items of Note
- Strategic Plan Quarterly Update
- Economic Development Quarterly Report
- Communities For All Ages Quarterly Report
- YMCA Monthly Financial Report – October 2020

17. Councilmember Comments

18. Mayor’s Comments

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

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

21. 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.