




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

**January 15, 2019
7:00 p.m.**

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

Consent Agenda

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

- 5. Approval of the minutes of the Work Session of January 2, 2019** 
- 6. Approval of the minutes of the Regular Council Meeting of January 2, 2019** 
- 7. Short-term Conditional Use Permit - Annual Brandon Russell "Flash Dash" Run 4 Fun & 5K** 

Dr. Steven Russell is requesting a Short-Term Conditional Use Permit for the Annual Brandon Russell "Flash Dash" Run 4 Fun & 5K. The event will take place on May 18, 2019 from 9:00 AM until 11:00 AM. The route of the 5K is the same route that was permitted last year and has been approved by the Police Department. The applicant is requesting assistance with traffic control from the Police Department. A large tent will be set up at the event and will require an inspection by the Fire Department.

Regular Items

8. Resolution Commending James R. Hampton

James R. "Jim" Hampton is retiring as executive director of the Clay County Economic Development Council. A resolution commending him for his service to Clay County and the region has been prepared for Council approval.

9. 18th & Swift Development Agreement {Bill No. 7368 (Ordinance No. 9165)}

In April, 2018, the City issued a Request for Proposals to qualified firms for development of the 1.3-acre City-owned property located at the southwest corner of 18th Avenue and Swift Street into a desirable addition to downtown North Kansas City. The property currently serves as a municipal parking lot. The intent of the development is to provide additional high-quality residential units in the City on under-utilized land and at the same time retain public parking. After evaluating the proposals received, staff commenced negotiations with Sunflower Development Group. Now before Council for consideration is a development agreement with 18th and Swift LLC (the "Developer"), which is a company affiliated with Sunflower. In its memo, staff summarizes the major business terms of the Development Agreement. Staff recommends approval of the agreement.

10. Approval of Issuance of Chapter 100 Bonds – Apartments in One North Area {Bill No. 7366 (Ordinance No. 9163)}

The Master Developer of One North is seeking benefits under the Chapter 100 statute and the Master Development Agreement for the parcel in the One North development for which apartments are slated. This would include property tax abatement (which would substitute for previously approved tax increment financing property tax abatement) for a period of twenty years as well as a sales tax exemption on construction materials. At its meeting of December 18, 2018, the City Council passed a resolution indicating its intent to approve this application, which is now before the Council for formal consideration. In its memo, staff evaluates the request, and recommends approval. Although this item does not require a public hearing, staff recommends that the public be given the opportunity to comment on this item.

11. Six-Month Renewal of Service Contract with the Kansas City Area Transportation Authority (KCATA) for Fixed Route and Flex Bus Service {Bill No. 7363 (Ordinance No. 9160)}

The City contracts with the Kansas City Area Transportation Authority (KCATA) for fixed route and on-demand (MetroFlex mini-bus) bus service within North Kansas City. In its memo, staff outlines the terms of a six-month renewal for service in the first half of 2019. The KCATA will be performing a Mobility & Transit Study in

early 2019. This study will analyze different transit options to not only better serve their passengers but become more efficient. Due to the timing of this study, KCATA has requested that we enter into a 6-month agreement, so they can utilize the study to potentially lessen the cost of our service in the last half of 2019. An ordinance approving the contract has been prepared for Council consideration. Staff recommends approval.

12. Request by Matt Adam Development to Extend Time for Option to Purchase – 1007 Armour {Bill No. 7365 (Ordinance No. 9162)}



In February, 2018 City Council approved giving Matt Adam Development (“Matt Adam”) an option to purchase the City-owned property located at 1007 Armour (Linn & Armour). The option expires on January 31, 2019. The City has received a request from Matt Adam to extend the purchase option for the property to December 31, 2019. In its memo, staff reviews the terms of the current option, and recommends approval of the requested extension. An ordinance has been prepared accordingly.

13. Proposed Changes to On-Street Parking Time Restrictions (Discussion Item)



The Parking Management Plan, adopted by the City Council on September 19, 2018 and by the Planning Commission on November 1, 2018, recommended that the City update parking enforcement measures, including review of on-street parking time restrictions to provide more consistent and focused restrictions. In its memo, staff reviews several proposed changes to the existing restrictions, the results of feedback on these proposals by stakeholders in the area, and current staff recommendations. Before drafting any ordinances for consideration, staff would like direction from the City Council on which changes have support for implementation.

14. Proposed Code Amendments – Chapter 5.04 “Business License Generally” {Bill No. 7364 (Ordinance No. 9161)}



On December 4, 2018, the City Council hosted a work session to discuss the City’s business license process and a few proposed code amendments. At the conclusion of the work session, the City Council directed staff to bring forward the proposed amendments for formal Council consideration. In its memo, staff summarizes the changes in the ordinance recommended for Council approval. As noted in the staff memo, an effective date of June 30, 2019 is proposed. This would preserve the original timelines for the 2019 Business License process (allowing 90 days to renew), but activate the penalties as provided in City Code Section 1.16.010 after six months of non-compliance.

15. Allocation of Harrah’s Charitable Fund Contribution 

The City’s ground lease with Harrah’s Casino provides that Harrah’s North Kansas City will make a charitable contribution to qualified charitable organizations that provide services or other benefits to residents of the City. The charitable contribution is the greater of one percent of Harrah’s net operating income for the last fiscal year or \$100,000. (For this year, Harrah’s has advised that the amount shall be \$100,000.) At its special meeting on January 18, 2019, the City Council met, reviewed the applications, and determined allocations for applying organizations which are now before the Council for formal approval. The list of proposed allocations is attached. Council is requested to approve the list of organizations and amounts for the 2019 Harrah’s Charitable Contribution.

16. Approval of City Strategic Plan (Resolution No. 19-004) 

At its work session of January 2, 2019 the City Council considered the draft Strategic Plan to guide the City over the next few years, and instructed staff to present a final draft for approval at this meeting. A resolution adopting the Strategic Plan has been prepared for Council approval.

17. Approval of Mobile Data Terminal (MDT) Purchase 

The FY 2019 Gaming Fund Budget includes funds to replace the Mobile Data Terminals (MDTs) in the Police Vehicles. To facilitate the purchase, staff worked with Panasonic and was able to obtain pricing from a purchasing contract with the Jasper County Sheriff’s Office (Contract# JCSO 2017-008: Computers and Network Technology). The contract price represents the best price from a previously bid contract with the Jasper County Sheriff’s Office and is serviced by Turn-Key Mobile, Inc. The cost for the MDTs is \$47,500 and the quote is attached for reference. Staff is requesting Council approval to move forward with the purchase.

18. Renewal of Contract with Musselman and Hall (Resolution No. 19-001) 

The City’s contract with Musselman and Hall for concrete repairs was approved by Council on January 17, 2017. The term of the contract was for one year, and it can be renewed for up to two additional one-year periods with approval by the City Council. The Council approved a one-year contract renewal on January 2, 2018. Musselman and Hall has requested a second, and final, one-year renewal that would include an approximate 2.5% increase to the 2018 hourly rates. In addition, a \$2.00 per hour increase from the 2017 equipment rates has been requested. Staff deems these increases to be reasonable. The Public Works staff is pleased with the concrete repair work Musselman and Hall has performed during the first two years of their contract and recommends the approval of a one-year



extension to their contract to continue their services. A resolution authorizing a one-year extension to the contract with Musselman and Hall has been prepared for consideration of approval by the City Council.

19. Budget Resolution for TASER Lease/Purchase Agreement (Resolution No. 19-005) 

On October 17, 2017, the City Council approved entering into an agreement with Axon formerly TASER International) for the purchase of conducted energy weapons commonly known as tasers to replace the department's obsolete units. The agreement provided for five payments over five years, with payments of \$15,120 scheduled in fiscal years 2019, 2020, 2021 and 2022. Unfortunately, the Police Department failed to include the funding for the second year's payment to TASER in its FY 2019 budget request. Staff therefore requests adoption of a budget amendment in the FY 2019 General Fund in the amount of \$15,120 so the required annual payment can be made.

20. Approving Accounts Due and Payable by the City through January 11, 2019. {Bill No. 7369 (Ordinance No9166)}. 

21. Staff Comments

- Upcoming City Items of Note 
- Parks Board Revised Park and Shelter Rules 

22. Councilmember Comments

23. Mayor's Comments

24. 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 litigation matter pursuant to Missouri Revised Statutes §610.021(1).

25. 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).

26. 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).

27. Adjournment

Copies of ordinances referred to above are available for inspection prior to the meeting in

the office of the City Clerk.

Note: Meetings of the City Council are being broadcast live and recorded.

**Minutes of the North Kansas City, Missouri City Work Session Meeting of
January 2, 2019**

The City Council met in an open work session on Wednesday, January 2, 2019, in the North Kansas City Council Chambers at 6:00 p.m.

The following were present:

Mayor: Don Stielow
Councilmembers: Bryant DeLong
Rita Pearce
Valerie Pearman - Absent
Bill Sanders - Absent
Zachary Clevenger
Rick Stewart
Fred Steffen
Tom Farr

Staff Present: Eric Berlin, City Administrator
Kim Nakahodo, Assistant City Administrator
Steve Beamer, Police Chief
Dave Hargis, Fire Chief
Sara Copeland, Community Development Director
Pat Hawver, Public Works Director
Stephen Roberts, IT Manager

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

City Administrator Eric Berlin stated that in June 2018, the City Council conducted a strategic planning process with the assistance of Shockey Consulting. The consultant provided staff a document summarizing the discussion and basic goals agreed upon following the session. Using the summary provided by the consultant following the session, staff has worked to develop the draft document containing broad goals to guide the City over the next 2-3 years, objectives to work toward in achieving these goals, and specific action steps for accomplishing the objectives.

Staff now seeks any Council feedback and input with regard to the draft document. Once approved by the City Council, staff will report to the Council on a quarterly basis regarding the status of the various action steps.

C. Stewart made a motion to adjourn at 6:38 p.m., seconded by C. Steffen. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes. Motion carried.

The meeting adjourned at 6:38 p.m.

Housing Conditions
and Potential
Programs.

Adjourn

Council Adjourned

Mayor

Attest:

City Clerk

Approved this 15th day of January 2019

Minutes of the North Kansas City, Missouri City Regular Council Meeting of January 2, 2019

The City Council met in special session on Wednesday, January 2, 2019, in the North Kansas City Council Chambers at 7:00 p.m.

The following were present:

Mayor: Don Stielow
Councilmembers: Bryant DeLong
Rita Pearce
Valerie Pearman - Absent
Bill Sanders - Absent
Zachary Clevenger
Rick Stewart
Fred Steffen
Tom Farr

Staff Present: Eric Berlin, City Administrator
Kim Nakahodo, Assistant City Administrator
Steve Beamer, Police Chief
Dave Hargis, Fire Chief
Sara Copeland, Community Development Director
Stephen Roberts, IT
David Harris, Building Official
Tom Barzee, City Counselor
Crystal Doss, City Clerk

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

The meeting opened with a moment of silence and the Pledge of Allegiance.

Richard Groves, North Kansas City Business Council, thanked Public Works Director Pat Hawver for his department's help with setting up and removing the Christmas Trees along Armour Road.

Consent agenda included the following items:

Approval of the minutes of the Work Session Meeting of December 18, 2018

Approval of the minutes of the Regular Council Meeting of December 18, 2018

Opening

Comments from the Public

Consent Agenda

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

Consideration of Extension of Contract Services Agreement with Janitorial Services. City Administrator Eric Berlin stated the City entered into a contract services agreement for janitorial services with Hi-Gene's Janitorial Service on May 2, 2017. The contract contains a provision that the City may extend the term of this Agreement for up to two additional one-year periods. Staff is satisfied with the service provided by Hi-Gene's and recommends extension of the contract for another one-year period. Staff requests a vote of the Council accordingly, so that the required ninety days' written notice of renewal may be sent. Discussion ensued. C. Clevenger moved to approve the one-year extension of contract services agreement with Hi-Gene's Janitorial Service, seconded by C. DeLong. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C Pearce, yes. Motion carried.

Extension of Contract Services Agreement with Janitorial Services

Consideration of a Resolution Approving a Certain Capital Expense at the North Kansas City YMCA (Resolution No. 19-002). City Administrator Berlin stated that according to the Facility Operating and Cooperative Agreement between the City and the YMCA, the City is responsible for any cost, repair or replacement at the facility that is a Capitalized Asset Expenditure. A Capitalized Asset Expenditure is defined as any expenditure for over \$5,000 for which there is a useful life of at least two years. The YMCA has submitted a request for approval of a capitalized asset expense to construct an opening between the two Kids Zone areas at the facility. Staff concurs with the YMCA's recommendation of Herner Construction as the lowest and best bid for this work. Staff recommends approval of the resolution. Discussion ensued. C. Farr moved to approve Resolution No. 19-002, seconded by C. DeLong. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C Pearce, yes. Motion carried.

Resolution No. 19-002 – North Kansas City YMCA Capital Expenditure – Kids Zone Opening

Consideration of a Resolution Amending the Gaming Fund Budget for Fiscal Year 2019 in the amount of \$31,000 to Replace a Patrol Car (Resolution No. 19-003). City Administrator Berlin asked Police Chief Steve Beamer to present this to Council. Chief Beamer stated that on November 23, 2018, one of the City's police vehicles was involved in a

Resolution No. 19-003 – Budget Amendment for Purchase of Police Vehicle

crash that ultimately led to a total loss of this vehicle. The police department has a patrol ready SUV in its administrative fleet that it plans on transferring to patrol service as soon as possible to cover for the loss of this vehicle. The Police Department is requesting a budget amendment of \$31,000 to cover the purchase of a new administrative vehicle and the costs associated with transferring police equipment from car to car. The city will recoup part of this cost from a settlement on the value of the crashed vehicle as determined by its insurance carrier. Discussion ensued. C. Farr moved to approve Resolution No. 19-003, seconded by C. Stewart. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C Pearce, yes. Motion carried.

Consideration of Approval of Purchase of a Police Vehicle. City Administrator Berlin asked Police Chief Beamer to present this item to Council. Chief Beamer stated the Police Department has received a bid from Shawnee Mission Ford, which holds the MACPP (Mid-America Council of Public Procurement) bid, in the amount of \$28,498 for the administrative vehicle with the department's preferred options. This purchase is for a non-pursuit rated Ford Explorer, currently available, to replace an administrative vehicle already in the department's fleet that will be transferred to patrol service. A vehicle currently assigned as an administrative vehicle will be transferred to patrol service to replace a patrol vehicle that was damaged beyond repair in a crash on November 23, 2018. Staff recommends approval of this purchase. C. Farr moved to approve the purchase of a police vehicle, seconded by C. DeLong. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C Pearce, yes. Motion carried.

Consideration of an Ordinance Amending Chapter 15.44, "Signs, Billboards, Awnings and Street Clocks" of the Code of the City of North Kansas City, Missouri Regarding Reader Board Signs {Bill No. 7361 (Ordinance No. 9158)}. City Administrator Berlin asked Community Development Director Sara Copeland to present this item to Council. Ms. Copeland stated that the City's sign regulations are contained in Chapter 15.44 of the Municipal Code. She discussed with Council some difficulties with the sign regulations related specifically to drive-thru signage, with franchise restaurants proposing signs that do not conform with our regulations. Staff recently discussed possible amendments for reader board signs with the Planning Commission. Based on their feedback, a number of proposed amendments that generally loosen

Approval of Purchase
of Police Vehicle

Ordinance No. 9158 –
Sign Ordinance
Amendments – Reader
Boards

some existing standards are recommended for Council consideration. Discussion ensued. C. Farr moved that Bill No. 7354 be placed on first reading, seconded by C. Stewart. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C Pearce, yes. Motion carried. Bill No. 7361 was read. C. Farr moved that Bill No. 7361 be placed on second and final reading and passed as Ordinance No. 9158, seconded by C. Stewart. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, no – C Pearce, yes. 5-1 motion carried. Bill No. 7354 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9158, was signed and approved by the Mayor, and attested by the City Clerk.

Consideration of an Ordinance Authorizing Payment for Certain Accounts Due and Payable by the City Through December 28, 2018 {Bill No. 7362 (Ordinance No. 9159)}. C. Farr moved that Bill No. 7362 be placed on first reading, seconded by C. Stewart. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C Pearce, yes. Motion carried. Bill No. 7362 was read. C. Farr moved that Bill No. 7362 be placed on second and final reading and passed as Ordinance No. 9159, seconded by C. Clevenger. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C Pearce, yes. Motion carried. Bill No. 7362 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9159, was signed and approved by the Mayor, and attested by the City Clerk.

Mr. Berlin stated that the Upcoming City Items of Note, the YMCA November Financial Report, and the Statue of City Projects and Purchases report was included in the Council packets for review. City Clerk Crystal Doss reminded the Council of the upcoming meeting on Tuesday, January 8, 2019, at 6:00 PM to review the requests issued for Harrah's Charitable Funds. Notebooks containing copies of the applications will be available in their mailboxes not later than Friday, January 4, 2019.

C. Clevenger stated he was pleased with the YMCA financial report for November. He also stated he appreciated the update on the strategic plan.

Ordinance No. 9159–
Approving Accounts
Due and Payable by
the City Through
December 14, 2018

Staff Comments

Councilmembers'
Comments

C. Stewart also stated his appreciation of the positive financial report from the YMCA. He also stated that The Little Store has remodeled their restaurant.

C. Steffen wished everyone a Happy New Year.

C. Farr stated he hoped everyone has a good 2019.

C. DeLong had nothing at this time.

C. Pearce had nothing at this time.

Mayor Don Stielow had nothing at this time.

Mayor's Comments

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

Executive Session

C. Clevenger moved to recess into executive session at 7:34 p.m., seconded by C. Farr. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C Pearce, yes. Motion carried.

C. Stewart moved to go back into regular session and adjourn at 7:47 p.m., seconded by C. Farr. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C Pearce, yes. Motion carried.

Adjournment

Council Adjourned

Mayor

Attest:

City Clerk

Approved this 15th day of January 2019

PERMIT NO: _____

APPLICATION FOR SPECIAL EVENT PERMIT

APPLICANT NAME: Dr. Steve Russell

MAILING ADDRESS: 2915 Erie Park, NKC, MO 64116

PHONE: 816-678-1113 EMAIL: docsrussell@gmail.com

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

NAME OF EVENT [I.E. JONES WEDDING]: 3rd Annual Brandon Russell "Flash Dash" Run & Fun 5K

EVENT DATE: 05-18-2019 EVENT HOURS: 0900 - 1100 hours

EVENT LOCATION (Address): 1761 Burlington - Chicken & Pickle

* PROPERTY OWNER: Dave Johnson PHONE: 816-537-1400

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

PERSON 1: James Reyes - 816-985-4259

* PERSON 2: Taylor Ewing - 816-216-4640

DETAILED DESCRIPTION OF EVENT:

3rd Annual Brandon Russell "Flash Dash" Run & Fun 5K.
Will use same route/map as past 2 years.

NUMBER OF EXPECTED ATTENDEES: 700 - 800 IS THIS A HIGHER OCCUPANCY LOAD THAN PERMITTED BY YOUR CERTIFICATE OF OCCUPANCY: YES NO N/A

IF YES, ESTIMATE ATTENDEES OVER NORMAL LIMIT: —

IS THIS EVENT PUBLIC PRIVATE [INVITATION ONLY]

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

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

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

STREET CLOSING ALCOHOL HEATERS SECURITY PYROTECHNICS FOOD

IS EVENT: INDOORS OUTDOORS OTHER _____

WILL THERE BE SECURITY: ARMED UNARMED HOW MANY: —

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

IF YES, EXPLAIN: Police to assist with closing portions of the 5K Course

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

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

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

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

PLASTIC SNOW FENCE WOOD BARRICADES STEEL BIKE RACKS CHAIN LINK

OTHER _____

HOW MANY PORTA-POTTIES WILL BE ONSITE FOR EVENT: 6

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

* WHO IS THE LIQUOR LICENSE HOLDER: Richard Bryant

* WHAT BUSINESS ARE THEY WITH: Chicken & Pickle, LLC

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

APPLICANTS PRINTED NAME: Dr. Steven Russell

APPLICANTS SIGNATURE: [Signature] DATE: 12-31-18

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

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

APPLICATION RECEIVED BY _____ DATE: _____

FIRE MARSHALL APPROVAL _____ DATE: _____

POLICE DEPARTMENT APPROVAL _____ DATE: _____

DIRECTOR OF LIQUOR CONTROL APPROVAL _____ DATE: _____

ACTION BY CITY COUNCIL _____ DATE: _____



RESOLUTION NO. 19-003

A RESOLUTION COMMENDING JAMES R. HAMPTON FOR HIS LEADERSHIP OF THE CLAY COUNTY ECONOMIC DEVELOPMENT COUNCIL

WHEREAS, since being named executive director of the Clay County Economic Development Council in 2001, James R. Hampton has successfully led the organization in its development of effective initiatives to improve the business climate and quality of life in our communities;

WHEREAS, James R. Hampton has initiated, facilitated and guided an immense array of EDC committees, initiatives and affiliate groups;

WHEREAS, these groups have included regional organizations such as the Doniphan Leadership Institute, the Northland Education and Business Alliance (NEBA), the Northland International Trade Assistance Group (NITAG) and the Northland Angel Investor Network (NAIN);

WHEREAS, these efforts have also included committees such as the EDC's Research Facility Task Force, Strategic Planning Steering Committee, Quality of Life Committee, Clay County Competitiveness Task Force Committee and the Advanced Manufacturing Sub-Committee of NEBA;

WHEREAS, these organizations have impacted individuals and communities in Clay County and throughout Greater Kansas City, with long-range and widespread successes such as the Ford 20/20 Task Force and the Certified Work Ready Communities initiative;

WHEREAS, James R. Hampton consistently promoted a climate of collaboration and teamwork, helping form groups such as the Clay County Economic Development Pros with representatives from every major community in Clay County and with goals such as streamlining regional permit and development codes to reduce red tape and improve consistency for area businesses;

WHEREAS, Clay County was one of the first in the country to initiate an aggressive and award-winning business retention program in 2005, at a time when nurturing existing businesses was rare for many areas, and led Clay County to begin applying the lessons learned from this retention effort in numerous projects and initiatives;

WHEREAS, this leadership also included directing affiliate organizations like Midwest Small Business Finance, which earned national recognition as a certified business development organization;

WHEREAS, results from these efforts included the creation of nearly 10,000 new Clay County jobs between 2010 and 2015, followed by a 19 percent increase in county jobs over the past five years, the highest increase in Greater Kansas City;

WHEREAS, these results also included initiatives such as the Careers of the Northland website for high school students and parents, biking-hiking trail planning for the entire Northland, small business bootcamps and more;

NOW THEREFORE BE IT RESOLVED, that the City of North Kansas City does hereby commend James R. Hampton for his 17 years of service to Clay County and declares its appreciation for all that he has done to improve the business climate and quality of life in our communities.

DONE this 15th day of January, 2019.

Donald Stielow, *Mayor*

ATTEST:

Crystal Doss, *City Clerk*

MEMORANDUM



TO: Mayor and City Council

FROM: Eric Berlin, City Administrator

DATE: January 15, 2019

RE: Development Agreement for City Property at 18th & Swift

In April, 2018, the City issued a Request for Proposals to qualified firms for development of the 1.3-acre City-owned property located at the southwest corner of 18th Avenue and Swift Street into a desirable addition to downtown North Kansas City. The property currently serves as a municipal parking lot. The intent of the development is to provide additional high-quality residential units in the City on under-utilized land and at the same time retain public parking. After evaluating the proposals received, staff commenced negotiations with Sunflower Development Group. Now before Council for consideration is a development agreement with 18th and Swift LLC (the "Developer"), which is a company affiliated with Sunflower.

The development (the "Project") will include not less than 150 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. The parking lot will be sold to the Developer. In addition, the City agrees to issue Chapter 100 Bonds to provide tax abatement for the Project.

The transaction between the Developer and the City is outlined in the attached Development Agreement. The major business terms of the Development Agreement are as follows:

- The Developer will pay the City a purchase price of \$250,000 for the parking lot.
- The Developer will build approximately 300 structured parking spaces of which no fewer than 85 will be street level public parking. The City will retain ownership of the public parking.

- The current development budget is estimated to be \$40.6 million, to be financed with private debt and equity. The City's public parking cost is currently estimated at \$600,000.
- There is an extensive due diligence and City approval process that must be completed by the Developer prior to the sale of the site to the Developer. The Developer must present evidence of full project funding prior to their purchase from the City.
- Chapter 100 tax abatement is being made available to the Developer to defray part of the costs of the project and the public parking. The Developer will receive a sales tax exemption on construction material and the City and the Developer have agreed to a 95% tax abatement for a period of 25 years. The Developer has agreed to make annual payments in lieu of taxes to the City, as attached in Exhibit B to the Development Agreement.
- The Developer will have to follow the City's regular process relating to zoning, planning and other governmental approvals.
- The closing date for the Project is expected to occur prior to October 1, 2019. The project site would transfer to the Developer at closing.
- The City will have no financial liability for cost overruns or any other Developer obligations.
- The City will have no liability with respect to payment of the Chapter 100 Bonds, since the bonds are payable solely from lease payments of the Developer. All of the bonds will be purchased by the Developer and not sold to the public.

Staff recommends approval of the Development Agreement.

AN ORDINANCE ADOPTING AND APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF NORTH KANSAS CITY, MISSOURI AND 18TH AND SWIFT, LLC FOR A CERTAIN DEVELOPMENT PROJECT IN 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 is the owner of certain real property located immediately south of 18th Avenue and west of Swift Street in North Kansas City, Clay County, Missouri (the “**Development Area**”), and desires to improve and have developed the Development Area by improving infrastructure, reducing underutilized property in the City, fostering economic activity within the City and generally undertaking those things in the Development Area that would be in the best interests of the City by furthering the health, safety and welfare of its citizens; and

WHEREAS, the Mayor and City Council of the City (the “**Governing Body**”) desire that the Development Area be developed as a mixed-use development comprised of the following uses: multi-family residential, retail and parking improvements (the “**Project**”); and

WHEREAS, the City and 18th and Swift, LLC (the “**Developer**”) desire to now enter into a certain Development Agreement (the “**Agreement**”).

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

Section 1. Authorization of Development Agreement. 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 Development Agreement with 18th and Swift, LLC, for the redevelopment of certain real property within the City for the purpose, among other things, of constructing and improving infrastructure, reducing underutilized property in the City, fostering economic activity within the City and generally undertaking those things in the Development Area that would be in the best interests of the City by furthering the health, safety and welfare of its residents and citizens. The City Council does hereby authorize the City to enter into the Development Agreement with 18th and Swift, LLC, for the purposes and under the terms described therein, which Agreement shall be in substantially the form of “**Exhibit 1**”, attached hereto and incorporated herein by reference.

Section 2. Approval of Provisions of Development Agreement. The provisions of the Development Agreement are hereby approved and adopted by the City Council of the City of North Kansas City, Missouri. The Mayor and the City Clerk are hereby authorized and directed to execute the Development Agreement on behalf of the City of North Kansas City, Missouri.

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

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

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

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

PASSED this 15th day of January, 2019.

Don Stielow, *Mayor*

ATTEST:

Crystal Doss, *City Clerk*

APPROVED this 15th of January, 2019.

Don Stielow, *Mayor*

APPROVED AS TO FORM:

Anthony Bologna, *City Attorney*

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

EXHIBIT “1”

DEVELOPMENT AGREEMENT

by and between

CITY OF NORTH KANSAS CITY

and

18TH AND SWIFT, LLC

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is dated as of _____, 2019 (“**Effective Date**”), by and between the **CITY OF NORTH KANSAS CITY**, a third-class city and municipal corporation duly organized and existing under the laws of the State of Missouri (the “**City**”) and **18TH AND SWIFT, LLC**, a Missouri limited liability company (the “**Company**”).

RECITALS

A. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (“**Chapter 100**”), to purchase, construct, extend and improve certain projects and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, research and development, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

B. The City is owner of certain real property located generally at East 18th Avenue and Swift Street in the City of North Kansas City, Missouri, which is legally described in **Exhibit A** attached hereto and incorporated herein (the “**Project Site**”).

C. The Company proposes a project for lease to the Company by the City and development under Chapter 100, consisting of the Project Site and construction materials and other personal property necessary to the construction and improvement of the Project Site as described in Article II below (collectively, the “**Project**”).

D. The City finds that the Project serves a public purpose in that it will promote economic development in the City and serve as a catalyst for additional investment and development.

E. By Ordinance No. _____ passed on _____, the City Council has authorized the City’s execution of this Agreement.

F. The parties desire to enter into this Agreement for the purpose of setting forth the covenants, agreements and obligations of the City and the Company with respect to the Project.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement hereby agree for the Term of this Agreement as follows:

ARTICLE I
Definitions and Construction

1.1 **Definitions.** Unless the context or use clearly indicates another or a different meaning or intent, for purposes of this Agreement the following definitions shall apply to the following capitalized word or phrase:

“**ADA**” shall have the meaning set forth in Section 2.8.

“**Applicable Laws**” shall mean any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, City Code, code interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, design guidelines, directive, policies, requirement or decision of or agreement with or by the City or other governmental bodies.

“**Bonds**” or “**Chapter 100 Bonds**” shall mean industrial development revenue bonds issued by the City pursuant to Chapter 100 in order to provide for financing of a portion of the Project and to allow the Project to be exempt from ad valorem property taxes (subject to the payment of PILOTs, as described in Section 3.2).

“**Bond Counsel**” shall have the meaning set forth in Section 4.6(a).

“**Bond Documents**” shall have the meaning set forth in Section 3.1(e).

“**CERCLA**” shall have the meaning set forth in Section 7.28(d).

“**Chapter 100**” shall have the meaning given in Recital A.

“**Chapter 100 Plan**” shall mean the Chapter 100 plan (including any amendments thereto) for the Project and the issuance of the Bonds.

“**City**” shall mean the City of North Kansas City, Missouri, a third-class city and municipal corporation duly organized and existing under the laws of the State of Missouri.

“**City Administrator**” shall mean the City Administrator (or his/her designee) of the City.

“**City Code**” shall mean the building, construction and zoning codes of the City and all other applicable laws and regulations of the City which are applicable to the Project.

“**City Council**” shall mean the governing body of the City.

“**Closing**” shall have the meaning set forth in Section 4.1.

“**Closing Date**” shall mean the date on which the Closing occurs.

“**Commercial Facility**” shall mean a facility comprised of buildings and improvements in accordance with Article II hereof for not less than 150 units of Class A market rate residential apartments, approximately 3,000 square feet of retail space, and the Parking Improvements (excluding therefrom the Public Parking Units), to be operated for profit by the Company in accordance with this Agreement.

“**Company**” shall mean 18th and Swift, LLC, a Missouri limited liability company, and its successors and assigns.

“**Completion Guarantor**” shall mean collectively, Jason Swords and Sunflower Development Group, LLC, a Missouri limited liability company, or such other guarantor(s) as the City may approve, in its sole discretion, and require in accordance with this Agreement.

“**Condominium Agreements**” shall have the meaning set forth in Section 2.4(f).

“**County**” shall mean Clay County, Missouri.

“**Cure Period**” shall have the meaning set forth in Section 6.1(a).

“**Development Fee**” shall have the meaning set forth in Section 4.2.

“**Development Plan**” shall have the meaning set forth in Section 2.1.

“**Development Schedule**” shall have the meaning set forth in Section 2.4.

“**Diligence Approval Date**” shall have the meaning set forth in Section 2.4.

“**Effective Date**” shall have the meaning set forth in the preamble to this Agreement.

“**Financing Documents**” shall have the meaning set forth in Section 2.4(g).

“**GMP**” shall have the meaning set forth in Section 2.4(g)(ii).

“**Escrowed Funds**” shall have the meaning set forth in Section 3.3(d).

“**Events of Default**” or “**Default**” shall have the meaning set forth in Section 6.1.

“**Force Majeure**” shall have the meaning set forth in Section 7.21.

“**Governmental Approvals**” shall have the meaning set forth in Section 2.4(a).

“**Initial Personal Property**” shall have the meaning set forth in Section 4.2.

“**Infrastructure**” shall mean the “horizontal” or surface and subsurface improvements to service the Project improvements constructed and installed within, upon, and beneath the Project Site, including, but not limited to, open space design, conduits, sanitary and storm sewer lines, storm drainage and other utilities, streetscape, all of which infrastructure shall be consistent with the studies prepared pursuant to the Development Plan.

“**Latest Permissible Closing Date**” shall have the meaning set forth in Section 4.1.

“**Lease**” shall mean a lease agreement entered into between City, as landlord, and the Company, as tenant, for the lease of the Project (excluding therefrom the Public Parking Units), which lease shall be substantially in the form of the agreement in the Model Bond Documents.

“**Member**” or “**Members**” shall have the meaning ascribed to such term in the Operating Agreement of the Company and the Completion Guarantor (as the case may be).

“**Model Bond Documents**” shall have the meaning set forth in Section 3.1(e).

“**Parties**” shall mean the City and the Company.

“**Parking Improvements**” shall have the meaning set forth in Section 2.2.

“**PILOT**” shall have the meaning set forth in Section 3.2(a).

“**Plat**” shall have the meaning set forth in Section 2.4(d).

“**Pre-Closing Activities**” shall have the meaning set forth in Section 2.4.

“**Project**” shall have the meaning given in Recital B.

“**Project Lender**” shall mean any lender providing financing for the construction of the Project which is secured by a first priority deed of trust.

“**Project Site**” shall mean the property legally described in Exhibit A attached hereto.

“**Process**” shall have the meaning set forth in Section 2.5.

“**Public Parking**” shall have the meaning set forth in Section 2.2.

“**Public Parking Shared Cost**” shall have the meaning set forth in Section 2.2(a).

“**Public Parking Units**” shall have the meaning set forth in Section 2.2.

“**Sales Tax Payments**” shall have the meaning set forth in Section 3.3(c).

“**Substantial Completion**” and “**Substantially Complete**” shall have the meaning set forth in Section 2.6.

“**Taxes**” shall have the meaning set forth in Section 4.5(a).

“**Term**” means the period beginning on the Effective Date and ending upon on the second anniversary of the Effective Date; provided, however, that if Closing occurs, the Term shall automatically be extended and shall continue until the expiration of any period of tax abatement associated with the Development Plan.

1.2 **Construction.** As used herein, words of any gender shall be deemed and construed to include correlative words of each other gender, and unless the context otherwise requires, the singular shall include the plural and vice-versa.

ARTICLE II

The Project and Development Process

2.1 **Description of Project.** The Project consists of the design, development, and construction of the condominium Commercial Facility and the Parking Improvements and the purchase of construction materials and other personal property necessary for the construction and operation of the Commercial Facility, including, without limitation, the acquisition from time to time by the Company of personal property for use by the Company in connection therewith. The

Project and the Commercial Facility will be designed, developed and constructed to also include amenities consistent with a Class A residential apartment project, including but not limited to the following amenities: (i) in-unit washer/dryer, refrigerator, oven/range, and microwave, and (ii) elevator serviced buildings with secure access and climate-controlled interior corridors. The Company shall have the sole right to plan, design and carry out the Project in such manner as the Company shall determine to be necessary or desirable, provided, however, that the Project is in substantial accordance and compliance with this Agreement, applicable City Code and the final development plan, including the condominium plat with respect to the Project approved by the City's Planning Commission and the City Council, as applicable, (the "**Development Plan**").

2.2 Parking Improvements. In connection with the construction of the Project, the Company shall complete a condominium parking structure (the "**Parking Improvements**") consisting of approximately three hundred (300) structured parking spaces of which no fewer than eighty-five (85) street level parking stalls will be restricted for public parking ("**Public Parking**") which shall be permanently owned by the City as a separate condominium unit or units ("**Public Parking Units**"). The Company hereby agrees to construct, or cause to be constructed, the Parking Improvements in substantial accordance and compliance with this Agreement, the City Code, and the Development Plan. Additionally, :

(a) City shall pay to the Company, on a reimbursement basis, an amount equal to the proportionate cost on a per unit basis for the Public Parking spaces in relation to the entire number of parking spaces in the Parking Improvements in accordance with a final cost therefor approved by the City (such net prorated amount, the "**Public Parking Shared Cost**"). The Public Parking Shared Cost, which is currently estimated at an amount not to exceed \$600,000.00, shall not include any mark up, profit, or fees to Company (or any of its affiliates); and

(b) The Company shall, no more frequently than once per calendar month, certify costs for which it seeks reimbursement as a Public Parking Shared Cost and is entitled to reimbursement therefor under this Agreement in accordance with the following:

(i) The Company shall submit to the City a certification of expenditures ("**Certification of Expenditures**") substantially in the form attached hereto as **Exhibit C** setting forth the amount for which reimbursement is sought and an itemized listing of the related costs; and

(ii) Each Certification of Expenditures shall be accompanied by such bills, contracts, invoices, and other evidence as the City shall reasonably request to evidence costs actually incurred.

(c) The City shall have no more than thirty (30) days after receipt of any Certification of Expenditures to review and respond by written notice to the Company. If the submitted documentation demonstrates that: (i) the Certification of Expenditures shows payment or pending payment by the Company of the Eligible Costs; (ii) the expense was incurred or will immediately be incurred upon the payment of Public Parking Shared Cost reimbursements; and (iii) the Company is not in material default under this Agreement, then the City shall approve the Certification of Expenditures and

the Company shall be reimbursed Public Parking Shared Cost proceeds pursuant to the terms of this Agreement. If the City reasonably disapproves of the Certification of Expenditures, the City shall notify the Company in writing of the reason for such disapproval within such thirty (30) day period.

(d) Within forty-five (45) days following Substantial Completion of the Parking Improvements the City shall accept and maintain the Public Parking Units and the Company shall maintain the remainder of the Parking Improvements in accordance with applicable City Code and the Condominium Agreements. The City shall not require any additional off-site improvements other than those contemplated herein and as required by the Development Plan.

2.3 No Acquisition or Eminent Domain for Project. It is not contemplated by Company that the acquisition or termination of any real property rights from any third parties is necessary for the acquisition, construction, installation and maintenance of the Project or any public improvements associated therewith.

2.4 Pre-Closing Activities. Prior to the Closing the Company shall complete the following activities for the Project (collectively, the “**Pre-Closing Activities**”):

(a) Company, at the Company’s cost and expense, shall, within forty-five (45) days following the Effective Date, prepare a construction, development, permit and governmental approval schedule (“**Development Schedule**”) for the Project pertaining to the matters to be set forth in the Development Plan. Such Development Schedule shall be submitted to the City for approval and shall identify, generally, the permits, land use approvals, zoning requirements and related regulatory review requirements necessary to implement the Project (“**Governmental Approvals**”).

(b) The Company or its consultants shall prepare designs for Infrastructure for the Project, if and when required by City Code for development of the Project. The Company shall ensure that any Infrastructure designed and/or constructed for the Project is comprehensively integrated with all other Infrastructure for the whole of the Project, to ensure the overall efficiency of operation and construction costs of the Infrastructure and Project improvements.

(c) (I) Not later than one hundred eighty (180) days following the Effective Date, the Company will prepare the Development Plan for the Project, which Development Plan will be reviewed and approved by the City and any body thereof from which approval of the Development Plan is required under the City Code. The Development Plan shall provide a complete description of the Project, including generally, such things as are required to secure all permits from the City for the Project Site that is the subject of the Development Plan, such as: (i) building uses; (ii) gross building area; (iii) gross leasable area; (iv) the Parking Improvements, including the Public Parking; (v) public transportation access; (vi) the estimated time-frame in which the Project shall be implemented; (viii) the number of market rate housing units to be included in the Project; and (ix) the retail area square footage in the Project. Notwithstanding the foregoing, any future amendment to the approved Development Plan shall be subject to the review and approval of the City in accordance with City Code.

(II) The Parties shall periodically (at least every one hundred eighty (180) days or such other regular period mutually acceptable to the Parties) review the Development Schedule to ensure it is accurate in light of market conditions and, in the event the Parties determine the Development Schedule is not accurate in light of such market conditions, the Development Schedule shall be amended in writing by agreement of the Parties, consent to which shall not be unreasonably withheld, conditioned or delayed.

(d) The Company, at the Company's sole cost and expense, will prepare a final condominium plat for the Project in accordance with applicable City ordinances ("Plat") and submit the Plat to the City for approval (which may be done as part of the Development Plan application and approval process) in accordance with the City Code. The Plat shall be consistent with the Development Plan. The Plat, and any subsequent rezoning or plat applications related to the Project, shall be prepared, filed and, as applicable, recorded by the Company, at the sole cost and expense of the Company. Any future amendment to the approved Plat shall be subject to the review and approval of the City, consent to which shall not be unreasonably withheld, conditioned or delayed.

(e) Pursuant to City Code, the Company, at the Company's sole cost and expense, will prepare an application to rezone the Project Site, from its current zoning classification to such zoning as required for the Commercial Facility, all in accordance with applicable City Code.

(f) The Company, at the Company's sole cost and expense, will prepare the condominium bylaws, articles of incorporation for the condominium association, and a Parking Improvements maintenance agreement (collectively, the "**Condominium Agreements**"), subject to the review and approval of the City, consent to which shall not be unreasonably withheld, conditioned or delayed.

(g) As a condition precedent to the obligations of the City to issue the Bonds and execute the Lease, the Company shall provide to the City, on or before the dates identified below, true and correct copies of the following documents in form and content satisfactory to the City, each to be reviewed and approved by the City in its sole and absolute discretion as a condition to the City's obligation to issue the Bonds (the "**Financing Documents**"):

(i) Financial statements demonstrating the Company has the debt and equity adequate to complete the Project, which the Company shall provide to the City at least thirty (30) days prior to the Closing Date;

(ii) A guaranteed maximum price construction contract for the Project ("**GMP**"), which the Company shall provide to the City at least ten (10) days prior to the Closing Date;

(iii) Construction loan documents that are ready to close and immediately fund the Project, which together with Company equity and all other sources of financing, meet or exceed, in the aggregate, the GMP and the cost of furnishing and equipping the Project, which the Company shall provide to the City at least ten (10) days prior to the Closing Date;

(iv) A payment and performance bond in an amount equal to the GMP naming City, Company, and/or its lender as obligees, which the Company shall provide to the City at least thirty (30) days prior to the Closing Date;

(v) Liability, casualty, workers compensation, and other insurance in types and amounts obtained on similar projects in the Kansas City metropolitan area, which the Company shall provide to the City at least thirty (30) days prior to the Closing Date;

(vi) The identity of the members, partners, officers and principal executives or other key personnel or investors of Company and any transfers of interests among such parties, which the Company shall provide to the City at least thirty (30) days prior to the Closing Date;

(vii) Such other financial due diligence as requested by the City and the City shall have the right to have its outside financial consultant confidentially conduct full financial due diligence relating to Company, the Completion Guarantor (evidencing that there has been no material adverse change in the Completion Guarantor's financial condition since the Effective Date), and the other Financing Documents, which the Company shall provide to the City at least thirty (30) days prior to the Closing Date; provided such outside financial consultant executes a confidentiality agreement in form and substance reasonably acceptable to Company;

(viii) Complete sources and uses allocation for the Project, including the Public Parking Shared Cost, which must be approved by the City in its sole and absolute discretion, which the Company shall provide to the City at least thirty (30) days prior to the Closing Date;

(ix) Detailed construction and development schedule for the Project, which the Company shall provide to the City at least thirty (30) days prior to the Closing Date; and

(x) A guaranty by a guarantor acceptable to the City (in the sole and absolute discretion of the City), whether by the Completion Guarantor as City may approve or another guarantor, in form and content acceptable to the City that guarantees completion of the Project in accordance with this Agreement, which the Company shall provide to the City at least thirty (30) days prior to the Closing Date.

Completion of the foregoing to the City's satisfaction must occur no later than number of days prior to the Closing Date respectively identified for each of the foregoing items (i) through (x) (as to each of the foregoing items (i) through (x), respectively, the "**Diligence Approval Date**").

2.5 Development Process. Following the Closing from City, Company shall perform the following undertakings in accordance with the process ("**Process**") set forth below:

(a) Company shall exercise commercially reasonable efforts to obtain all Governmental Approvals for the Project;

(b) Company shall prepare and complete marketing materials and begin pre-sale and pre-lease activities;

(c) Company shall: (i) commence construction of the Infrastructure within sixty (60) days following the Closing Date; (ii) commence construction of the Project improvements within ninety (90) days following the Closing Date; and (iii) Substantially Complete construction of the Infrastructure and Project on or before the second (2nd) anniversary of the Closing Date. If the Company does not, subject to matters Force Majeure, timely commence construction of the Infrastructure, the Project improvements, or Substantially Complete construction of the Infrastructure and Project as provided herein, the Company shall be liable for and pay to the City, without demand by the City therefor, the sum of \$1,000 per day for each such failure, payable on the first day of each calendar month beginning on the first calendar month immediately following the date of such failure to commence or Substantially Complete;

(d) The Company agrees that it will enter into the necessary contracts with contractors for the Project improvements and cause those contracts to provide that all work performed under such contracts be in accordance with the Development Plan and this Agreement.

(e) Commencing upon the date construction of the Project improvements begins and thereafter, on a bi-annual basis prior to the Project Completion Date, the Company shall prepare and deliver to the City a written update regarding the status of the Process for the Project which is then subject to the Process by Company at the time of delivering the status update. The parties shall meet on an as-needed basis to discuss the Project status report.

2.6 Certificates of Substantial Completion. Within sixty (60) days after Substantial Completion of the Project in accordance with the provisions of this Agreement, the Company will submit to the City a Certificate of Substantial Completion for the City's approval. "**Substantial Completion**" or "**Substantially Complete**" shall mean that the Company shall have been granted a certificate of occupancy by the City building official and shall have completed all work as required by this Agreement with respect to the Project. The City shall, within ten (10) days following delivery of the Certificate of Substantial Completion, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. The City's execution of the Certificate of Substantial Completion shall constitute evidence of the satisfaction of the Company's agreements and covenants to construct the Project; provided, however, that the issuance of the Certificate of Substantial Completion shall not relieve Company of its other obligations under this Agreement and which shall continue to survive.

2.7 Project Zoning, Planning, Platting, and Construction.

(a) Conformance with Agreement. The Project shall be developed, and the Project constructed in accordance with this Agreement and Applicable Laws.

(b) Zoning, Planning and Platting. The City and the Company agree to collaborate on any zoning, planning, and platting applications submitted in accordance with Applicable Laws by the Company in due course and good faith.

(c) Construction Plans. The Company shall submit Construction Plans for any portion of the Project it elects to construct for review and approval pursuant to the City's Code. Construction Plans may be submitted in phases or stages. All Construction Plans shall be in sufficient completeness and detail to show that construction will be in conformance with the Project and this Agreement.

(d) Construction Permits and Approvals. Before commencement of construction or development of any buildings, structures or other work or improvements by the Company, the Company, shall, at its own expense, secure or cause to be secured any and all permits and approvals which may be required by Applicable Laws, the City and any other governmental agency having jurisdiction as to such construction, development or work. Such permits and approvals may be obtained by the Company in phases corresponding to particular stages of construction. The City shall cooperate with and provide all usual assistance to the Company in securing these permits and approvals, and shall diligently process, review, and consider all such permits and approvals as may be required by Applicable Law; except provided that the City shall not be required to issue any such permits or approval for any portion of the Project not in conformance with this Agreement or Applicable Law.

(e) No Waiver. Nothing in this Agreement shall constitute a waiver of the City's right to consider and approve or deny Governmental Approvals pursuant to the City's regulatory authority as provided by City's unified building code and applicable state law. The Company acknowledges that satisfaction of certain conditions contained in this Agreement may require the reasonable exercise of the City's discretionary zoning authority by the City Council in accordance with the City's zoning ordinance and Applicable Laws.

(f) Periodic Review. The City shall have the right to review in a monthly project team meeting the design and construction of the Project to determine that it is being designed, constructed and completed in accordance with this Development Agreement, the Development Plan, the Construction Plans, and all Applicable Laws. If the Project is not being designed or constructed in accordance with this Development Agreement, the Development Plan, the Construction Plans, or all Applicable Laws, after consulting with the Company, the City shall promptly deliver written notice to the Company and the Company shall promptly correct such deficiencies.

2.8 **ADA**. The Company shall construct the Project in compliance with and otherwise comply with the provisions of the Americans with Disabilities Act ("ADA"), 42 U.S.C. A Section 1201, et seq., as amended from time to time, and regulations promulgated under the ADA, including, without limitation, 28 C.F.R. Part 35 and 29 C.F.R. Part 1630.

2.9 **Use Restrictions**. Company and its successors and assigns and every successor in interest to all or any part of the Project Site shall, upon acceptance of title or any other interest thereto, including but not limited to the leasehold interest created under the Lease:

Execution Version

(a) devote all uses of the Project Site in accordance with and subject to the provisions regarding use set forth in the Development Plan for the term of any tax abatement thereunder; and

(b) not discriminate on the basis of race, color, religion, sexual orientation, family status, handicap, sex or natural origin in the sale, lease or rental or in the use or occupancy of all or any part of the Project Site in perpetuity;

(c) restrict use of the Public Parking to use thereof by the general public and prohibit use thereof by any owner, tenant, or other occupant of the Project Site and any of their respective guests and invitees in perpetuity; and

(d) restrict use of the Project Site to prohibit any use of the Project Site for: adult book and video stores, community correctional facilities, half-way houses, drug or alcohol rehabilitation facilities, used car lots, multi-game, casino-style gambling facilities, commercial billboards, vape stores, vaping parlors, tattoo shops, pawn shops, payday lenders.

It is intended and agreed that the covenants provided in this Section 2.9 shall be set forth in a separate covenant and restriction to be filed of record running with the land, notwithstanding the expiration of the Term (in which case the covenants provided in this Section 2.9 shall continue nonetheless) binding to the fullest extent permitted by law and equity for the benefit and in favor of and enforceable by: the City, its successors and assigns, any successor in interest in the Project Site or any part of the Project Site, the owner of any other real estate or of any interest in real estate that is subject to the real estate use requirements and restrictions required hereunder, the United States, against the Company, its successors and assigns, and every successor in interest to the Project Site, or any part thereof or any interest therein, and any party in possession or occupancy of the Project Site or any part thereof.

2.10 **Rights of Access.**

(a) Representatives of the City shall have the right to access the Project, without charges or fees, at normal construction hours during the period of construction, for the purpose of ensuring compliance with this Agreement, including, but not limited to, the inspection of the work being performed in constructing, renovating, improving, equipping, repairing and installing the project, and the right to order a work stoppage for any violation of this Agreement of Applicable Law, so long as it complies with all safety rules. Except in case of emergency, prior to any such access, such representatives of the City will check in with the on-site manager. Such representatives of the City shall carry proper identification, shall insure their own safety, assuming the risk of injury, and shall not interfere with the construction activity, except pursuant to Applicable Law.

(b) Pending commencement of construction of the Project the City shall have the right to utilize the Project Site for public parking; provided, however, the City's use of Project Site for public parking shall not interfere with construction of the Project.

2.11 **Encumbrances and Liens.** The Company agrees that no mechanics' or other liens shall be established or remain against the Project for labor or materials furnished in

connection with the acquisition, construction, additions, modifications, improvements, repairs, renewals or replacements. However, the Company shall not be in default if mechanics' or other liens are filed or established and the Company contests in good faith said mechanics' liens and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom.

ARTICLE III Obligations of the City

3.1 **Bonds.** Subject to the Company's compliance with its obligations for delivery of the Financing Documents prior to the Diligence Approval Date and the requirements of Chapter 100 and approval by the City Council of the Chapter 100 Plan for the Project and of the issuance of the Bonds, the City shall issue the Bonds as follows:

(a) The proceeds of the sale of the Bonds shall be used to reimburse the Company for costs of the Project, including the acquisition of the Project Site and the costs of construction materials and other personal property purchased by the Company on behalf of the City as part of the Project;

(b) The proceeds of the Bonds shall be used for any purpose related to the Project permitted under Chapter 100 and contained in the Company's Chapter 100 Plan;

(c) The maximum total principal amount of the Bonds shall not exceed \$40,600,000.00;

(d) The Bonds shall be issued in accordance with Chapter 100, shall be purchased by the Company (and may not be sold or transferred by the Company to any person or entity without the prior approval of the City, which right for approval shall be in the sole and absolute discretion of the City) and be revenue bonds secured and repaid solely from rents payable by the Company under the Lease; and

(e) The Bond documentation (the "**Bond Documents**") shall be substantially in the form of the standard bond documents entered into by the City for Chapter 100 projects of this type (the "**Model Bond Documents**"), provided, however, that the Bond Documents may differ from the Model Bond Documents by containing terms and conditions reasonably acceptable to City and Company.

3.2 **Project Site Tax Exemption.**

(a) So long as the City owns title to the Project, the City expects that the Project will be exempt from ad valorem taxes for a period of twenty-five (25) years. The first year of such exemption period for purposes of this Agreement shall begin on January 1 of the first (1st) calendar year immediately following Substantial Completion of the Project. The Company covenants and agrees that, during each year the Project is exempt from ad valorem taxes (but not any applicable levee tax) by reason hereof, the Company will make annual payments in lieu of taxes to the City (each such payment, a "**PILOT**") as described in Section 3.2(b). The City and the Company hereby agree that the tax abatement provided by this Agreement shall only apply to property financed with the

proceeds of the Bonds (i.e., property constituting a part of the Project) and shall not apply to property not financed with proceeds of the Bonds.

(b) The Company covenants and agrees to make PILOT payments to the City on or before each December 31, commencing December 31 of the first (1st) calendar year of the tax exempt period described in Section 3.2(a), in the amounts, and in the years, set forth in **Exhibit B** attached hereto. The PILOT payments shall be distributed by the City to the taxing jurisdictions in proportion to the amount of taxes which would have been paid in each year had the Project not been exempt from taxation pursuant to the issuance of the Chapter 100 Bonds.

(c) If the Company fails to operate the Project as a Commercial Facility, other than temporary closures customary in the applicable industry, then in addition to any other remedies that may be available to the City under the Lease or hereunder, the PILOTS required by this Section 3.2 shall be increased to an amount equal to 100% of the ad valorem taxes that would otherwise have been due on the Project during each year following such failure, including the year in which the failure occurs, and during which the Project is exempt from ad valorem property taxes as provided herein.

(d) Nothing in this Agreement shall be construed to require the Company to make duplicate tax payments. The Company shall receive a credit hereunder to such extent it has made any payment for ad valorem taxes on the Project to the County for years in which a PILOT is due under **Exhibit B**.

(e) The City and the Company hereby agree that the property tax exemptions described in this Agreement shall not apply to special assessments or levee taxes and shall not serve to reduce or eliminate any other licenses, permits, or fees owing to the City or any other taxing jurisdiction with respect to the Project. The Company hereby agrees to make payments with respect to all special assessments, levee taxes, licenses, permits, and fees which would otherwise be due with respect to the Project if such Project was not owned by the City.

3.3 Sales Tax Exemption.

(a) The City will cooperate with the Company and will assist the Company as it seeks all approvals and-certifications required to cause-all purchases of construction materials financed by the Chapter 100 Bonds to be purchased and titled in such a fashion as to be exempt from all state and local sales taxes.

(b) The City will issue a City sales tax exemption certificate for construction materials and the City shall provide such other documentation as may be necessary from time to time to effect said sales tax exemption. If the Chapter 100 Bonds are not issued, there shall be no sales tax exemption, and sales taxes will be due and owing on any construction materials purchased as part of the Project. Any sales taxes assessed against such construction materials shall be paid by Company.

(c) On or promptly after the later of the Effective Date or the date that the Company makes the deposit required in Section 3.3(d), below, the City shall upon the

request of the Company issue a City sales tax exemption certificate for construction materials to be incorporated into the Infrastructure improvements constituting a portion of the Project at the Project Site. The Company shall use the exemption certificate only for the purposes specified in the exemption certificate and shall not use the exemption certificate for the purchase of any personal property other than construction materials. The Company hereby agrees to immediately pay to the Missouri Department of Revenue all sales taxes that otherwise would have been due with respect to such construction materials for the Infrastructure improvements (such payment being referred to as the “**Sales Tax Payments**”) if the Closing does not occur on or prior to the Latest Permissible Closing Date. The Company shall indemnify and defend the City and its respective officers, employees and agents against and from any and all causes of action or actions in law or equity, liens, claims damages, loss, costs or expenses of any nature whatsoever by any person or entity, arising out of the City’s furnishing of the exemption certificate.

(d) If the Company, in its sole discretion, desires to avail itself of the sales tax exemption set forth in this Section 3.3 prior to the City’s issuance of the exemption certificate under Section 3.3(c), the Company shall deposit in escrow with the City, either (1) the amount of \$40,000 in cash, or (2) a letter of credit reasonably acceptable to the City securing the Company’s obligation to pay the Sales Tax Payments in the face amount of \$40,000 (either such deposit being referred to as the “**Escrowed Funds**”). If the Closing occurs on or prior to the Latest Permissible Closing Date, the Escrowed Funds shall be promptly returned to the Company through the transfer to the Company of any cash balance constituting the Escrowed Funds or the cancellation of the letter of credit constituting the Escrowed Funds, as appropriate. If the Closing does not occur by the Latest Permissible Closing Date, the Escrowed Funds shall be remitted by the City to the Missouri Department of Revenue to pay the Sales Tax Payments which become due by virtue of such failure, to the extent not otherwise paid by the Company. When the City is reasonably satisfied that all such Sales Tax Payments have been paid, the City shall return the remainder of the cash balance constituting the Escrowed Funds or provide cancellation of the letter of credit constituting the Escrowed Funds, as appropriate, to the Company.

3.4 Permitting and Approval Assistance. From and after the Effective Date of this Agreement, subject to the City Code and policies the City shall assist and support the Company in obtaining all permits and approvals that are sought by the Company in connection with the Project that may be available to the Company from time to time in connection with the Project. To the extent the Project specifications contained in this Agreement conflict with the Development Plan, this Agreement shall control. The City will not unreasonably withhold any consent or approval required by any City ordinance, code, regulation or any other governmental approval required by law related to the Project; *provided that* nothing herein shall be construed to obligate the City, acting as a party hereto, to (a) grant permits or other approvals the City would not be obligated to grant, acting as a political subdivision, absent this Agreement or (b) waive or reduce costs and fees for licenses, permits, or other approvals which may be due or may become due with respect to the Project.

ARTICLE IV
Closing

4.1 **Closing.** The issuance of the Bonds and delivery of the Bond Documents (the “**Closing**”) shall occur not later than October 1, 2019 (the “**Latest Permissible Closing Date**”). The Company shall have the right to extend the Latest Permissible Closing Date one (1) time for a period of not more than thirty (30) days, which such right the Company shall exercise by giving written notice to the City of the Company’s election to do so not less than thirty (30) days’ prior to the Latest Permissible Closing Date as originally identified in this Section 4.1.

4.2 **Bond Issuance.** At the Closing, the Company agrees to pay the City the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) for the rights to develop the Project Site and the option to acquire the Project Site pursuant to the Lease terms (except for the Public Parking Units) (“**Development Fee**”). At the Closing Chapter 100 Bond proceeds in an amount necessary to pay for the construction materials and other personal property (as identified in the Bond Documents) acquired by the Company prior to the Closing (the “**Initial Personal Property**”) may be distributed to or at the direction of the Company.

4.3 **Deliverables by the City at Closing.** The City shall deliver the following documents to the Company and the trustee under the Bond Documents at Closing:

- (a) A certified copy of this Agreement as approved by the City’s City Council (for recordation in the public record if required by the City to be filed in the Office of the Recorder of Deeds of Clay County, Missouri);
- (b) The Lease and other Bond Documents; and
- (c) Counterpart originals of such of the Condominium Agreements as are to be executed by the City;
- (d) The City’s sales tax exemption certificate relating to the construction materials to be incorporated into the Project.

4.4 **Deliverables by the Company.** The Company shall deliver the following documents to the City and the trustee under the Bond Documents at Closing:

- (a) Bill of Sale from the Company conveying the Initial Personal Property to the City;
- (b) The Lease and other Bond Documents;
- (c) (c) Counterpart originals of such of the Condominium Agreements as are to be executed by the Company;
- (d) The Development Fee in good funds made payable to the City;
- (e) Such closing certificates and proof of due organization, corporate good standing, authorization by the governing body of the Company, insurance coverage and compliance with other covenants of the Bond Documents as the City customarily requires in connection with the execution of Model Bond Documents; and
- (f) The Completion Guaranty.

4.5 No Prorations; Closing Costs.

(a) Any general state, county and city taxes and installments of special assessments, (collectively, “**Taxes**”), levied or assessed against the Project Site, if any, will assumed by the Company.

(b) At Closing the Company will pay:

(i) The Title Company’s fee for acting as closing agent, if any; and

(ii) The cost of recording the Lease;

(iii) The cost of issuance of any title commitment and any title policy and all fees and charges of the Title Company in connection therewith; and

(iv) Any other costs associated with the closing of the transactions contemplated by this Agreement and any costs for which the Company is responsible under this Agreement.

(c) At Closing the City will reimburse Company for one-half of the actual cost of an ALTA/NSPS land title survey of the Project Site.

4.6 Contingencies. Notwithstanding any other provision of this Agreement, the obligations of the City and Company as set forth herein, and the execution and delivery of any of the Bond Documents are subject to the following conditions precedent:

(a) Approval by the City Council, in its sole discretion, of (i) the Chapter 100 Plan for the Project, and (ii) fulfillment of all terms and conditions required by bond counsel of the City’s selection (“**Bond Counsel**”) in order for the purchase and delivery of the Chapter 100 Bonds to be consummated;

(b) Obtaining by the Company of any necessary governmental licenses, permits and approvals, including passage of any required approving ordinances by the City Council;

(c) The Company obtaining the necessary financing to construct the Project, as determined by the Company in its sole and absolute discretion and the decision by the Company to proceed with the construction of the Project; and

(d) Issuance of an opinion from Bond Counsel that the Chapter 100 Bonds constitute valid and legally binding special obligations of the City and issuance of an opinion from Company counsel relating to the organization and existence of the Company, the execution of the Bond Documents by the Company as valid and binding agreements of the Company, and certain other matters customarily required by the City in connection with the execution of Model Bond Documents;

provided that all such conditions shall be deemed to have occurred upon the execution and delivery by the City and the Company of the Bond Documents and the issuance of the Chapter 100 Bonds by the City.

ARTICLE V
Company Obligations, Representations,
And Warranties

5.1 **Project Operation and Maintenance.** Company shall be responsible for the operation and maintenance of the Project, including, without limitation, the Public Parking Units, and the City shall have no operation or maintenance obligations for the Project. Operation of the Public Parking Units will be governed by the Condominium Agreements.

5.2 **Company Authorization.** Company makes the following covenants, representations, and warranties to the City:

(a) Company is a limited liability company existing under the laws of the State of Missouri, has lawfully executed and delivered this Agreement acting by and through its members or managing member, has received all approvals necessary for it to enter into this Agreement effectuate the purposes of this Agreement with respect to the Project, and the person executing this Agreement on behalf of Company is authorized to execute and deliver the same.

(b) There are no statutes, regulations or other laws which may prevent Company from entering into this Agreement or to perform or observe its obligations or undertakings contained herein.

(c) Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with the terms and conditions of this Agreement, nor the consummation of the transactions contemplated by this Agreement, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Company is now a party or by which the Company is bound.

(d) This Agreement is the valid and binding obligation of Company, enforceable against the Company in accordance with its terms.

(e) There is no litigation or other proceedings pending or threatened against the Company or any other person affecting the right of the Company to execute or deliver this Agreement or the ability of the Company to comply with its obligations under this Agreement.

(f) The Company shall timely pay or cause to be paid the PILOTS, property taxes or assessments assessed against any portion of the Project Site owned by the Company.

(g) Members of the Company and the Completion Guarantor have the financial capability, expertise, and experience in the development industry, including in mixed-use projects similar to the Project, to perform its obligations under this Agreement. Within forty-five (45) days after the Effective Date, Company shall obtain and provide to the City or its designee evidence reasonably acceptable to the City that the Company and the Completion Guarantor has the financial capability to cause the completion of the Project. During the period of the Term prior to Substantial Completion, the Company

will further advise the City as to the identity of the Members of the Company or the Completion Guarantor and any transfers of interests among or by Members of the Company or the Completion Guarantor.

All representations, covenants and warranties of the Company contained in this Agreement, in any certificate or other instrument delivered by the Company pursuant to this Agreement, or otherwise made in conjunction with the Project transactions contemplated by this Agreement shall survive the execution and delivery of this Agreement and the Closing.

ARTICLE VI

Default and Termination; Estoppel

6.1 **Events of Default Defined.** The following shall be “**Events of Default**” under this Agreement and the terms “**Events of Default**” and “**Default**” shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a) Failure by the Company to observe and perform any covenant, term condition or agreement on its part to be observed or performed under this Agreement, which failure continues uncured for a period of thirty (30) days after written notice from the City specifying the default (or if the default is not susceptible of cure within thirty (30) days, a period not to exceed one hundred twenty (120) days during which the Company diligently and in good faith proceeds to cure such default to completion (the “**Cure Period**”).

(b) The filing by the Company of a voluntary petition in bankruptcy, or failure by the Company to promptly lift any execution, garnishment or attachment of such consequence as would impair the ability of the Company to carry on its operation, or adjudication of the Company as a bankrupt, or assignment by the Company for the benefit of creditors, or the entry by the Company into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Company in any proceedings whether voluntary or involuntary instituted under the provisions of the federal bankruptcy laws, as amended, or under any similar acts which may hereafter be enacted which is not dismissed within sixty (60) days.

(c) The failure of the Company to comply with Section 2.4(c) (I) of this Agreement.

(d) The failure of the Company to complete the Project in accordance with the provisions of Section 2.5(c) of this Agreement and subject to any extensions by the period of time equal to the delays caused by any Force Majeure Conditions.

(e) Failure by the City to observe and perform any covenant, term, condition or agreement on its part to be observed or performed under this Agreement, which failure continues uncured following the Cure Period.

6.2 **Remedies on Default.**

(a) Whenever any Event of Default shall have occurred and be continuing, the non-defaulting party shall have the right, at its option and without any further demand or notice, to take whatever action at law or in equity may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the Company or the City, as applicable, under this Agreement, including, but not limited to, terminating this Agreement and terminating tax abatement on any portion of the Project Site then owned by the Company, or instituting such proceedings as may be necessary or desirable, in the non-defaulting party's sole opinion, to compensate the non-defaulting party for any damages resulting from all breaches by the defaulting party, including, but not limited to, a proceeding for breach of contract and/or damages.

(b) If Company, subject to matters Force Majeure, has not timely commenced construction of the Project as required by Section 2.5(c)(i) and (ii) hereof, the Company hereby grants to the City, and the City shall have, the option to acquire from the Company in consideration of the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) paid by the City to the Company (the "**Option Purchase Price**"), at the election of the City, either (i) the Lease, the leasehold estate created thereby with respect to the Project Site, and the Chapter 100 Bonds (collectively, the "**Project Site Interests**"); or (ii) a termination of the Lease and the Bond Documents. If the City chooses to exercise either option (i) or (ii), the City will notify the Company in writing of its exercise of such option and state with specificity in the notice any facts demonstrating that Company has not proceeded with due diligence to commence construction of the Project as required by Section 2.5(c)(i) and (ii) hereof. The closing on such option (i) or (ii) as exercised by the City will occur on the thirtieth (30th) day after the City delivers such written notice to the Company (or such earlier date as the City and the Company shall mutually agree). On the date for such closing, the City shall pay to Company the Option Purchase Price and, simultaneously, the Company shall either: (x) with respect to option (i), by assignment of the Lease and a delivery of the Chapter 100 Bonds together with a Bond power all in such form and along with such other documents as the City may reasonably require, the Project Site Interests subject only to the Bond Documents, free and clear of all liens, encumbrances, convey the Project Site Interests to the City and Company's rights under this Agreement shall automatically terminate; or (y) with respect to option (ii), the Company shall cancel the Chapter 100 Bonds and deliver a termination of the Lease and the Bond Documents together with a certificate of cancellation of the Chapter 100 Bonds, all in such form and along with such other documents as the City may reasonably require. All costs and expenses of the closing of either such option (i) or option (ii), as applicable (e.g. recording fees) will be borne by the City (except the Company shall pay its own attorney's fees). The parties agree that the interests of any party which may hereafter claim an interest in the Project Site Interests by, through, or under the Company, shall be deemed junior and inferior to the options (i) and (ii) of the City under this Section 6.2(b). Upon exercise of the remedies in this Section 6.2(b) by the City any such interests in the Project Site Interests by, through, or under the Company shall be deemed automatically extinguished, null, and void.

(c) Notwithstanding anything to the contrary set forth in this Agreement, the City shall, in no way, be limited to the terms of this Agreement in enforcing, implementing and/or otherwise causing performance of the provisions of this Agreement

and/or the Development Plan or pursuant to applicable City ordinances or in exercising its right and authority to condemn the Project Site after the Company's Default and failure to cure during the Cure Period as provided in this Agreement.

(d) Before enforcing any remedies against the Company due to the occurrence of an Event of Default on the part of the Company other than the remedies set forth in Section 6.2(b), the City shall provide notice and an opportunity to cure such Event of Default to each holder of any deed of trust affecting the Project Site which is filed of public record as of the date which is twenty (20) days prior to the issuance of such action by the City. Such notice shall provide a fifteen (15) day holder cure period for a monetary Event of Default, and a sixty (60) day holder cure period for a non-monetary default.

(e) No delay or omission of a party to exercise any right or remedy occurring upon an Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or acquiescence to such Event of Default. Every right and remedy given by this Article or by law may be exercised from time to time and as often as may be deemed expedient by the City. No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement. In case of a breach, the non-defaulting Party may nevertheless accept from the defaulting Party any payment or payments made under this Agreement without in any way waiving right of the non-defaulting Party to exercise any of its rights and remedies provided for in this Agreement with respect to any such default or defaults of the defaulting Party which were in existence at the time such payment or payments were accepted by the non-defaulting Party.

(f) The rights and remedies set forth herein and provided by law shall be construed as cumulative and continuing rights and may be exercised concurrently or alternatively. No one of them shall be exhausted by the exercise of such option on one or more occasions.

ARTICLE VII Miscellaneous

7.1 **Notices.** All notices shall be sent either by certified mail, return receipt requested, personal messenger or overnight delivery via a reputable overnight delivery service. Any notice sent by (a) certified mail, return receipt requested shall be deemed delivered two (2) days after deposited in the United States Mail; (b) personal messenger shall be deemed delivered when actually received; and (c) an overnight delivery service shall be deemed delivered on the business day following the date the notice is deposited with the overnight delivery service addressed as specified below:

If to City:

City of North Kansas City, Missouri
Attention: City Administrator
2010 Howell Street

Execution Version

North Kansas City, Missouri 64116

With a copy to:

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

And

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

If to the Company:

Sunflower Development Group, LLC
Attn: Mark Moberly, Director of Development
1520 Grand Boulevard, Floor 2
Kansas City, MO 64108

With a Copy to:

Spencer Fane LLP
Attn: S. Shawn Whitney
1000 Walnut Street, Suite 1400
Kansas City, MO 64106

Such address may be changed by a party by giving the other party ten (10) days' notice of such change in writing.

7.2 **Severability.** If any term, covenant, condition, or provision of this Agreement, or the application to any person or circumstance shall, at any time or to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall (except to the extent such result is clearly unreasonable) not be affected thereby, and under such circumstances each term, covenant, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, insofar as such enforcement is not clearly unreasonable. In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Notwithstanding the above, the City or the Company shall have the right to terminate this Agreement in the event that it determines that a material provision of this Agreement has been declared invalid or unenforceable by order of a court of competent jurisdiction. The provisions of this Section 6.2 shall survive the termination of this Agreement.

7.3 **Assignment.** Subject to the provisions of the Lease and the other Bond Documents, the Company may freely sell and assign, to any other person or entity, any or all of the Project and the Company's rights, duties, and obligations under this Agreement, the Bond Documents and the Lease, provided that the Company provides ten days' notice to the City prior to the sale or assignment. The Company shall be released of all obligations hereunder upon consent from the City to such assignment or sale which consent shall not be unreasonably withheld. If and to the extent that the proposed assignee or purchaser has sufficient financial wherewithal to develop and operate the Project, then the City shall not be deemed to be "unreasonable" in withholding its consent to such an assignment or sale. The Parties agree to work in good faith to enable the assignment and transfer of the Bonds, Bond Documents, the Lease, by the Company to any subsequent purchaser or assignee and all applicable agreements related thereto in order to promptly and expeditiously enable any such assignment or sale by the Company.

7.4 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

7.5 **Survival.** The terms and covenants contained in this Agreement shall not be deemed to have merged at Closing, but will be deemed to survive Closing until the expiration of the term of the Lease.

7.6 **Consents and Approvals.** The City and Company commit to work harmoniously with each other, and except in instances where a consent or approval is specified to be within the sole discretion of either party, any consent or approval contemplated under this Agreement shall not be unreasonably withheld, conditioned or delayed, except that the Company acknowledges that this covenant does not apply to permits required from the City in connection with the Project. Nothing herein shall be deemed to usurp the governmental authority or police powers of the City. The parties agree that the decision to approve the issuance of the Bonds is within the sole discretion of the City Council.

7.7 **Entire Agreement.** This Agreement incorporates all prior negotiations and discussions between the parties regarding its subject matter and represents the entire agreement of the City and Company for the Project. This Agreement may only be modified by written instrument executed by the parties.

7.8 **Headings.** The captions and section headings contained in this Agreement are for convenience of reference only and shall not be considered in any interpretation of the provisions of this Agreement.

7.9 **Negation of Partnership.** It is mutually understood and agreed that nothing contained in this Agreement is intended or shall be construed in any manner or under any circumstances whatsoever as creating or establishing the relationship of co-partners or creating or establishing the relationship of a joint venture between the City and Company or as constituting the Company as the agent or representative of the City for any purpose or in any manner under this Agreement, it being understood that the Company is an independent contractor hereunder.

7.10 **Representatives not Individually Liable.** No member, official, representative or employee of the City shall be personally liable to the Company or any successor in interest in the event of any default or breach by the City for any amount which may become due to the Company or successor or on any obligations under the terms of the Agreement. No partner, member, representative or employee of the Company or any of its shareholders, directors, officers, employees or representatives shall be personally liable to the City in the event any default or breach by the Company for any amount which may become due to the City or on any obligations under the terms of this Agreement.

7.11 **Ancillary Documents.** The City and Company hereby agree that all other agreements and other documents to be executed by the parties to effectuate the transactions contemplated in this Agreement shall be consistent with the terms and conditions of this Agreement.

7.12 **Compliance with Applicable Laws.** Company agrees that in its execution and performance of Company's obligations, rights, responsibilities, and duties under this Agreement it shall do so in accordance with all Applicable Laws and that nothing contained in this Agreement shall be deemed to waive the requirements of any Applicable Laws or otherwise excuse Company from its compliance with any Applicable Laws.

7.13 **Payment or Performance on Saturday, Sunday or Holiday.** Whenever the provisions of this Agreement call for any payment or the performance of any act on or by a date that is a Saturday, Sunday, or legal holiday of the State of Missouri, then such payment or such performance shall be required on or by the immediately succeeding day that is not a Saturday, Sunday, or legal holiday of the State of Missouri.

7.14 **Incorporation of Recitals and Exhibits.** The recitals set forth above are true and correct and are incorporated herein by reference and made a part of this Agreement. Unless otherwise provided herein, all exhibits attached hereto are incorporated herein by reference.

7.15 **Conflict of Terms.** It is the intention of the City and Company that if any provision of this Agreement is capable of two constructions, one of which would render this provision valid and enforceable, then the provision shall have the meaning which renders it valid and enforceable.

7.16 **No Waiver.** No failure on the part of the City or Company to enforce any covenant or provision contained in the Agreement nor any waiver of any right under this Agreement shall discharge or invalidate such covenant or provision or affect the right of the other party to enforce the same in the event of any subsequent default.

7.17 **No Tax Representations or Warranties.** The parties hereby agree that neither the City nor Company is making any representations or warranties to the others about the tax treatment, implications or treatment of the transactions contemplated in this Agreement. The City does not agree to offset, credit or pay to the Company any amount for any loss of benefit anticipated by the Company in the event that any tax exemptions are denied by third parties or by an order of a court. In such event, the Company agrees to pay all taxes finally determined to be due and owing along with any applicable interest and penalties.

7.18 Costs and Expenses; Costs of Issuance. In consideration of this Agreement, and the City's agreements and covenants set forth herein, the Company hereby agrees to pay, concurrently with and contingent upon the issuance of the Bonds, the City's actual costs and expenses in connection with the issuance of the Bonds.

7.19 Company Lender. The parties hereto acknowledge that a third party lender may provide Company capital for the transaction contemplated herein through providing financing to Company for Company's development of the Project. In such event, the City and Company each agree to work in good faith to structure the transactions contemplated herein to include such third party lender in a manner and in a capacity not inconsistent with the terms of this Agreement.

7.20 Termination.

(a) At any time prior to issuance of the Chapter 100 Bonds, the Company may, by giving written notice to the City, abandon the Project and terminate this Agreement if the Company determines in its sole and absolute discretion that the Project is no longer economically feasible.

(b) Within thirty days of any termination of this Agreement and upon written notice of the dollar amounts due, the Company shall make a PILOT payment to the City equal to (i) the pro rata amount payable pursuant to Section 3.2 hereof from January 1 of the year in question through the effective date of termination, plus (ii) the pro rata amount of taxes that would be due for the remaining portion of the year assuming the Project was placed on the tax rolls effective on the date of termination through December 31 of that year. Upon any termination of this Agreement, the Company agrees to pay interest and penalties on all amounts due hereunder to the same extent as if such payments were taxes under Missouri law.

(c) Upon termination of this Agreement in accordance with the terms hereof, the parties shall have no further rights or obligations hereunder except as are described in this Section 7.20 and except as may expressly survive termination, and the parties agree to work in good faith to unwind and terminate any prior agreements related to the Project, including any Bond Documents (in accordance with the terms of the Bond Documents). If this Agreement has been terminated and the Company fails to exercise its option to purchase the Project (excluding the Public Parking Units) under the Lease prior to the end of the calendar year in which this Agreement is terminated, then, in addition to the amounts due to the City under Section 7.20 (b), the Company shall pay to the City on December 31 of each year subsequent to such termination in which the Project is, on January 1 of such year, still titled in the name of the City, the amount of taxes that would be due for such year assuming the Project was placed on the tax rolls effective on the date of termination.

7.21 Force Majeure. Notwithstanding any other provision of this Agreement to the Contrary, neither the City nor the Company, as the case may be, nor any successor in interest, shall be considered in breach of or default in any of its obligations, including, but not limited to, the beginning and completion of construction, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to causes beyond its control, including but not limited to, strikes, lockouts, actions of labor unions, riots, storms, floods, litigation,

explosions, acts of God or of the public enemy, acts of government, insurrection, mob violence, civil commotion, sabotage, malicious mischief, vandalism, inability (notwithstanding good faith and diligent efforts) to procure, or general shortage of, labor, equipment, facilities, materials, or supplies in the open market, defaults of independent contractors or subcontractors (provided that remedies are being diligently pursued against the same), failures of transportation, fires, other casualties, epidemics, quarantine restrictions, freight embargoes, severe weather, inability (notwithstanding good faith and diligent efforts) to obtain governmental permits or approvals, or delays of subcontractors due to such causes (“**Force Majeure**”), it being the purpose and intent of this section that in the event of the occurrence of any such enforced delays, the time or times for the performance of the covenants, provisions, and agreements of this Agreement shall be extended for the period of the enforced delay (including any time reasonably required to recommence performance due to such enforced delay). This Section shall not apply to the obligation of the Company to make PILOT payments.

7.22 **Insurance and Indemnification.**

(a) The Company releases the City and its redevelopment agencies (including its officials, officers, agents, and employees) from, and agrees that the City shall not be liable for, and indemnifies the City against, any liabilities, losses, damages (including attorneys’ fees), causes of action, suits, claims, costs and expenses, demands and judgments of any nature imposed upon or asserted against the City or any of their officials, officers, agents, and employees disputing the representation and warranties made by the Company in this Agreement.

(b) The Company releases the City and its redevelopment agencies (including its officials, officers, agents, and employees) from, and agrees that the City shall not be liable for, and indemnifies the City against, any liabilities, losses, personal injuries, damages (including attorneys’ fees), causes of action, suits, claims, costs and expenses, demands and judgments of any nature imposed upon or asserted against the City or any of their officials, officers, agents, and employees alleged to have occurred on the Project or associated with the design, development, construction, or maintenance and operation of the Project, including but not limited to any claims that the Project or any portion thereof violates Missouri’s prevailing wage act, Sections 290.210 through 290.340, inclusive, of the Revised Statutes of Missouri, as amended.

(c) So long as the Project is owned by the City or the Company, all risk of loss with respect to the Project shall be borne by the Company.

(d) The Company shall and shall also cause its contractors to, maintain adequate general liability insurance and shall name the City as an additional insured under this insurance policy. The Company shall also, at its expense, maintain or cause to be maintained a policy of all risk casualty insurance insuring the Project owned by the City. Such policies of insurance shall name the City and such other persons designated by the City as additional insureds and shall each contain a provision that such insurance may not be canceled without at least thirty (30) days’ advance written notice to the City. Duplicate copies or certificates of such policies bearing notations evidencing payment of premiums or other evidence of such payment shall be furnished to the City.

7.23 **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.

7.24 **Waiver.** The City and the Company acknowledge and agree that the amounts payable to the City hereunder shall constitute payments due the City under the Lease. The Company shall not be entitled to any extension of payment of such amounts as a result of a filing by or against the Company in any bankruptcy court.

7.25 **Electronic Storage of Documents.** The City and the Company agree that the transaction described herein may be conducted and related documents may be stored by electronic means.

7.26 **Employee Verification.** The Company will comply with and satisfy the requirements of Section 285.530.2, RSMo., as amended, which requires (1) any business entity receiving tax abatement to, by sworn affidavit and provision of documentation, annually affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the business entity receiving tax abatement, and (2) every such business entity to annually sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the entity receiving tax abatement. The Company shall provide such affidavits and documentation to the City on or before November 15 of each year during the term of this Agreement, beginning November 15, 2020, and also on the date of the Closing.

7.27 **Equal Employment Opportunity During Performance of this Agreement.** During the performance of this Agreement, the Company agrees, for itself and its successors and assigns, as follows:

(a) The Company will not discriminate against any employee or applicant for employment because of race, color, religion, sexual orientation, family status, handicap, sex, or national origin. The Company will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Company agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

(b) The Company will, in all solicitations or advertisements for employees placed by or on behalf of the Company, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sexual orientation, family status, handicap, sex or national origin.

(c) The Company will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Company's commitments under Section 202 of Executive Order 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Company will comply with all provisions of the Executive Order, and of the rules, regulations and relevant orders of the Secretary of Labor.

(e) The Company will furnish all information and reports required by the Executive Order, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Company's non-compliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Company may be declared ineligible for further government contracts and/or federally assisted construction contracts in accordance with the procedures authorized in the Executive Order, and such other sanctions may be imposed and remedies invoke as provided in the Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Company agrees, for itself and its successors and assigns, that it will include the provisions listed in in subsections (a) through (f) above in every contract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246, so that such provision will be binding upon each contractor or vendor that does business with the Company in conjunction with the Project, as well as those contractor's subcontractors. For the purpose of including the provisions of Section 16.01 in any construction contract or purchase order, the terms "City", "Company" and "Contract" may be changed to appropriately reflect the name or designation of the parties to such contract or purchase order.

(h) Upon the issuance of additional or conflicting rules, regulations, or orders of the Secretary of Labor pursuant to section 204 of the Executive Order, the requirements of this Article shall automatically be amended to conform and comply with such changes.

(i) For the sole purpose of determining the Company's compliance with the provisions of this Section 7.27, the City and its duly appointed agents shall be permitted, at reasonable times, and after three (3) days prior notice to the Company, to examine the books and records of the Company.

7.28 Project Environmental.

(a) The Company has undertaken or will undertake, at its sole cost and expense, such due diligence as it deems necessary to assess the environmental condition of the Project Site.

(b) The Company covenants that, while in ownership or possession and control of all or any portion of the Project Site, it shall not place or cause to be placed, nor permit any other Person to place or cause to be placed, any Hazardous Substances on

or about all or any portion of the Project Site in excess of *de minimis* quantities reasonably necessary to the Company's use of all or any portion of the Project Site.

(c) The Company agrees to protect, defend, indemnify and hold harmless, the City and the City's council members, officers, directors, employees, agents, affiliates, successors and assigns, from and against any and all claims, demands, losses, damages, costs, expenses, liabilities, assessments, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, causes of action, remedial action requirements and/or enforcement actions of any kind (including, without limitation, reasonable and necessary attorneys' fees and costs) directly or indirectly arising out of or attributable to, in whole or in part: (i) the breach of the covenants of the Company contained in subsection (a) above; (ii) Company's or Company's employees', agents', contractors' or subcontractors' use, handling, generation, manufacture, production, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of Hazardous Substances on, under, from or about all or any portion of the Project Site, provided that such claims, demands, losses, damages, costs, expenses, liabilities, assessments, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, causes of action, remedial action requirements and/or enforcement actions of any kind do not arise out of or related to (x) the negligent acts or omissions of the City or (y) Company's performance under this Agreement which is prosecuted without negligence or intentional misconduct; or (iii) any other activity carried on or undertaken on all or any portion of the Project Site by the Company or any employees, agents, contractors or subcontractors of the Company in connection with the use, handling, generation, manufacture, production, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of any Hazardous Substance at any time located, transported or present on, under, from, to or about all or any portion of the Project Site, including without limitation: (A) the cost of any required or necessary repair, cleanup or detoxification of any portion of the Project Site and the preparation and implementation of any closure, remedial or other required plans; and (B) liability for personal injury or property damage arising under any statute or common law tort theory, including damages assessed for the maintenance of a public or private nuisance, response costs or for the carrying on of any abnormally dangerous activity.

(d) The foregoing indemnity obligation includes without limitation: (i) the costs of removal or remedial action incurred by the United States government or the State or response costs incurred by any other person, or damages from injury to, destruction of or loss of natural resources, including the cost of assessing such injury, destruction or loss, incurred pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended ("**CERCLA**"), 42 U.S.C. §9601 *et seq.*; (ii) the clean-up reasonable and necessary costs, fines, damages or penalties incurred pursuant to any applicable provisions of State law; and (iii) the reasonable and necessary cost and expenses of abatement, correction or cleanup, fines, damages, response costs or penalties which arise from the provisions of any other Applicable Law.

(e) The foregoing indemnity shall further apply to any residual contamination on, under, from or about all or any portion of the Project or affecting any natural resources, arising in connection with the use, handling, generation, manufacturing,

Execution Version

production, storage, release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of any such Hazardous Substance on, under, from or about all or any portion of the Project and irrespective of whether any of such activities were or will be undertaken in accordance with any Applicable Laws. This indemnity is intended to be operable under 42 U.S.C. Section 9607(e)(1), and any successor section thereof, and shall survive the Closing under this Agreement in all respects.

(f) The foregoing indemnity obligations include within them all costs and expenses (including, without limitation, reasonable and necessary attorneys' fees) incurred in enforcing any right to indemnity contained in this Agreement.

Execution Version

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed in its name and attested by its duly authorized officers. The City has caused this Agreement to be executed in its name with its affixed and attested by its duly authorized officers. All of the above occurred as of the date first above written.

CITY OF NORTH KANSAS CITY, MISSOURI

By: _____
Don Stielow, Mayor

ATTEST:

By: _____
Crystal Doss, City Clerk

Execution Version

18TH AND SWIFT, LLC

By: _____
Printed Name: _____
Its: _____

EXHIBIT A

PROJECT LEGAL DESCRIPTION

ALL THAT PART OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 14, TOWNSHIP 50, RANGE 33, IN NORTH KANSAS CITY, CLAY COUNTY, MISSOURI, DESCRIBED AS BEGINNING AT A POINT ON THE SOUTH LINE OF "NORTH KANSAS CITY DEVELOPMENT COMPANY'S FIRST PLAT OF NORTH KANSAS CITY, MISSOURI", SAID POINT LYING 50 FEET WEST OF A POINT 851.02 FEET NORTH OF THE SOUTHEAST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 14, ALSO BEING THE INTERSECTION OF THE SOUTH LINE OF 18TH AVENUE AND THE WEST LINE OF SWIFT AVENUE, THEN WEST ALONG THE SOUTH LINE OF SAID 18TH AVENUE 362.51 FEET;

THENCE SOUTH 150 FEET TO A POINT 362 FEET WEST OF THE WEST LINE OF SAID SWIFT AVENUE;

THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID SWIFT AVENUE, 15.23 FEET;

THENCE EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID 18TH AVENUE 362.00 FEET TO THE WEST LINE OF SAID SWIFT AVENUE;

THENCE NORTH ALONG THE WEST LINE OF SWIFT AVENUE 165.23 FEET TO THE POINT OF BEGINNING. CONTAINING 58,852 SQUARE FEET OR 1.374 ACRES, MORE OR LESS.

EXHIBIT B

Schedule of PILOT Payments

YEAR	Chap 100 PILOT Payment
1	\$ 23,967
2	\$ 23,967
3	\$ 24,447
4	\$ 24,447
5	\$ 24,936
6	\$ 24,936
7	\$ 25,434
8	\$ 25,434
9	\$ 25,943
10	\$ 25,943
11	\$ 26,462
12	\$ 26,462
13	\$ 26,991
14	\$ 26,991
15	\$ 27,531
16	\$ 27,531
17	\$ 28,082
18	\$ 28,082
19	\$ 28,643
20	\$ 28,643
21	\$ 29,216
22	\$ 29,216
23	\$ 29,800
24	\$ 29,800
25	\$ 30,396

EXHIBIT C

Form of Certification of Expenditures

Request No. _____

Date: _____

Pursuant to Section 2.2 of the Development Agreement dated ____, 2019 (the “Agreement”) between the City of North Kansas City, Missouri and the undersigned (the “Company”), the Company requests reimbursement of Public Parking Shared cost expenditures and hereby states and certifies as follows:

- i. The date and number of this request are as set forth above.
- ii. All terms in this request shall have and are used with the meanings specified in the Agreement.
- iii. The names of the persons, firms or corporations to whom the payments have been made and reimbursement is hereby requested, the amounts to be reimbursed and the general classification and description of the costs for which each obligation requested to be reimbursed hereby was incurred are as set forth on **Attachment I** hereto.
- iv. These costs have been incurred and are reasonable costs that are reimbursable under the Agreement.
- v. Each item listed above has not been previously reimbursed from the Public Parking Shared Cost funds and no part thereof has been included in any other Certification of Expenditures or other disbursement request previously filed with the City.

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

18th AND SWIFT, LLC

By: _____

Title: _____

Approved this ____ day of _____, 20__

CITY OF NORTH KANSAS CITY, MISSOURI

By: _____
City Representative

Execution Version

**ATTACHMENT I
TO CERTIFICATION OF EXPENDITURES**

REQUEST NO. _____

DATED _____

SCHEDULE OF PAYMENTS REQUESTED

Person, firm or corporation to whom payment was made or is due	Amount to be reimbursed	General classification and description of the costs incurred
---	----------------------------	--

MEMORANDUM



TO: Mayor and City Council

FROM: Eric Berlin, City Administrator

DATE: January 15, 2019

RE: One North Redevelopment Area – Chapter 100 Bond Issuance for Apartments Project

The purpose of the accompanying ordinance is to approve the Chapter 100 plan for the proposed apartments in the One North Redevelopment Area (the "TIF Plan Area"). The Master Developer is seeking benefits under the Chapter 100 statute and the Master Development Agreement. Specifically, the Master Developer is asking for (i) state and local sales tax exemption for the construction materials used to construct the restaurant building and (ii) 20 year 100% property tax abatement for the apartments on Lot 1 (as shown below). Such benefits would be made available by the City to the Component Developer who will construct the restaurant.

This Chapter 100 plan was first presented to the Council on December 18, 2018. The plan and the cost benefit analysis have been posted for public comment as required by Missouri statutes. Such additional incentives are not expected to add any extra costs for the City.

Currently the incentive planned for Lot 1 is the previously approved tax increment plan (the "TIF Plan"). The TIF Plan calls for 23 years of full property tax redirection to the Component Developer. The approval of a Chapter 100 incentive will result in no property tax being paid by the developer during the 20-year term of the Chapter 100 bonds, after which the property tax redirection originally anticipated in the TIF Plan will go back into effect. This proposal will have no effect on the amount of foregone property tax revenue to taxing jurisdictions than was approved in the TIF Plan Assuming City approval. The TIF Plan will be amended later to reflect the Chapter 100 plan.

The Component Developer will be required to indemnify the City with respect to the City's ownership of the project and will name the City as an additional insured with respect to

liability and casualty insurance for the project for the full term of the bonds (approximately 21 years).

The City will have no liability with respect to payment of the bonds, since the bonds are payable solely from lease payments by the Component Developer. In addition, the Component Developer will purchase the bonds in a private placement and the bonds will not be sold to the public.

All costs and expenses, including City advisors, will be paid by the Component Developer and ongoing cost such as the levee district tax will also be the responsibility of the Component Developer.

The Chapter 100 incentive and City ownership will be in place as long as the building is under construction and then for an additional 20 years. After the 20-year abatement period and the full repayment of the bonds, the property will be deeded back to the private owner and the Chapter 100 bonds for that project will terminate.

The map below shows further detail indicating the site of the apartments.

Please let me know if you have any questions or comments.



AN ORDINANCE APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT; AUTHORIZING THE CITY OF NORTH KANSAS CITY, MISSOURI TO ISSUE ITS TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS; AND AUTHORIZING AND APPROVING DOCUMENTS AND CERTAIN ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the City of North Kansas City, Missouri (the “**City**”), is authorized under the provisions of Article VI, Section 27 of the Missouri Constitution, as amended, and Sections 100.010 to 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the “**Act**”), to purchase, construct, extend and improve certain projects (as defined in the Act) for the purposes set forth in the Act and to issue industrial development revenue bonds for the purpose of providing funds to pay a portion of the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable; and

WHEREAS, the City, in accordance with Section 100.050 of the Act, has prepared a plan for industrial development (the “**Plan**”) for NKC Housing, LLC, a Missouri limited liability company (the “**Company**”), with respect to a project consisting of the construction of an approximately 280,747 square foot, 240-unit apartment building (collectively, the “**Project**”), notice of such Project was given to the taxing jurisdictions in accordance with Section 100.059.1 of the Act and the City now desires to approve the Plan; and

WHEREAS, the City desires to finance the costs of the Project out of the proceeds of a series of industrial development revenue bonds to be issued under the Act; and

WHEREAS, the City has and does hereby find and determine that it is desirable for the economic development of the City and within the public purposes of the Act that the City proceed with the issuance of said bonds for the purpose described above; and

WHEREAS, the City further finds and determines that it is necessary and desirable in connection with the issuance of the bonds that the City enter into certain documents, and that the City take certain other actions and approve the execution of certain other documents as herein provided;

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

Section 1. **Promotion of Economic Development.** The Council hereby finds and determines that the Project will promote the economic welfare and the development of the City, and the issuance of the bonds by the City to pay the costs of the Project will be in furtherance of the public purposes set forth in the Act.

Section 2. **Approval of Plan.** The Council hereby approves the Plan for Industrial Development Project attached hereto as **Exhibit A** in accordance with Section 100.050 of the Act.

Section 3. **Authorization and Sale of the Bonds.** The City is hereby authorized to issue and sell its Taxable Industrial Development Revenue Bonds (Backyard at OneNorth Project), Series 2019, in an aggregate principal amount of not to exceed \$42,500,000 (the “**Bonds**”), for the purpose of providing funds to pay the costs of the Project. The Bonds shall be issued and secured pursuant to the herein authorized Trust Indenture and shall bear such date, shall mature at such time, shall be in such denominations, shall bear interest at such rate, shall be in such form, shall be subject to redemption, shall have such other terms

and provisions, shall be issued, executed and delivered in such manner and shall be subject to such provisions, covenants and agreements as are specified in the Trust Indenture upon the execution thereof, and the signatures of the officers of the City executing the Trust Indenture shall constitute conclusive evidence of their approval and the City's approval thereof. The sale of the Bonds to the Company at private sale pursuant to the provisions of Section 108.170 of Revised Statutes of Missouri, as amended, at the interest rate and upon the terms set forth in the Trust Indenture is hereby approved.

Section 4. Limited Obligations. The Bonds and the interest thereon shall be limited obligations of the City payable solely out of the payments, revenues and receipts derived by the City from the herein authorized Lease Agreement, and such payments, revenues and receipts shall be pledged and assigned to the Trustee as security for the payment of the Bonds as provided in the Trust Indenture. The Bonds and the interest thereon shall not be deemed to constitute a debt or liability of the City within the meaning of any constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the City. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the City to levy any form of taxation therefor or to make any appropriation for their payment.

Section 5. Approval and Authorization of Documents. The following documents (the "City Documents") are hereby approved in substantially the forms presented to the Council at this meeting (copies of which documents shall be filed in the records of the City), and the City is hereby authorized to execute and deliver the City Documents with such changes therein as shall be approved by the officials of the City executing such documents, such officials' signatures thereon being conclusive evidence of their approval thereof:

- (a) Trust Indenture dated as of the date set forth therein (the "Trust Indenture"), between the City and the trustee named therein, as trustee for the Bonds (the "Trustee"), pursuant to which the Bonds shall be issued and the City shall pledge and assign the payments, revenues and receipts received pursuant to the Lease Agreement to the Trustee for the benefit and security of the owners of the Bonds upon the terms and conditions as set forth in the Trust Indenture;
- (b) Lease Agreement dated as of the date set forth therein (the "Lease Agreement"), between the City and the Company, under which the City will (i) provide funds for the expansion, renovation and improvement of the Project, and (ii) lease the Project to the Company pursuant to the terms and conditions set forth in the Lease Agreement, in consideration of rental payments by the Company which will be sufficient to pay the principal of, premium, if any, and interest on the Bonds;
- (c) Bond Purchase Agreement dated as of the date set forth therein, between the City and the Company, pursuant to which the Company, as purchaser, will agree to purchase the Bonds; and
- (d) Performance Agreement dated as of the date set forth therein, between the City and the Company, pursuant to which the City has granted certain rights with respect to the abatement of *ad valorem* real property taxes on the Project.

Section 6. Execution of Documents. The Mayor is hereby authorized and directed to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Indenture. The Mayor is hereby authorized and directed to execute the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to

the Bonds and the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 7. Further Authority. The City shall, and the officials, agents 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 and to carry out, comply with and perform the duties of the City with respect to the Bonds and the City Documents.

Section 8. Effective Date. This Ordinance shall be in full force and effect, after compliance with all governing laws, rules and regulations, upon passage by the City Council and approval by the Mayor.

PASSED this 15th day of January, 2019.

Mayor

ATTEST:

City Clerk

APPROVED this ____ day of January, 2019.

Mayor

APPROVED AS TO FORM:

City Attorney

City Counselor

**EXHIBIT A
TO ORDINANCE NO. 9163**

**PLAN FOR INDUSTRIAL DEVELOPMENT PROJECT
FOR NKC HOUSING, LLC**

CITY OF NORTH KANSAS CITY, MISSOURI

**PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT
AND
COST-BENEFIT ANALYSIS**

FOR

**NKC HOUSING, LLC
(BACKYARD AT ONENORTH PROJECT)**

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CITY OF NORTH KANSAS CITY, MISSOURI

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT AND COST-BENEFIT ANALYSIS FOR NKC HOUSING, LLC (BACKYARD AT ONENORTH PROJECT)

I. PURPOSE OF THIS PLAN

The City Council of the City of North Kansas City, Missouri (the “City”) will consider an ordinance approving this Plan (defined below) and authorizing the issuance by the City of its taxable industrial development revenue bonds in the aggregate principal amount of not to exceed \$42,500,000 (the “Bonds”), to finance the costs of an industrial development project (the “Project”) for NKC Housing, LLC or its successors and assigns (the “Company”). The Bonds will be issued pursuant to the provisions of Sections 100.010 to 100.200 of the Revised Statutes of Missouri, as amended, and Article VI, Section 27(b) of the Missouri Constitution, as amended (collectively, the “Act”).

This Plan for an Industrial Development Project and Cost-Benefit Analysis (the “Plan”) has been prepared to satisfy requirements of the Act and to analyze the potential costs and benefits, including the related tax impact on all affected taxing jurisdictions, of using industrial development revenue bonds to finance the Project and to facilitate abatement of ad valorem taxes on the bond-financed property.

II. GENERAL DESCRIPTION OF CHAPTER 100 FINANCINGS

General. The Act authorizes cities, counties, towns and villages to issue industrial development revenue bonds to finance the purchase, construction, extension and improvement of warehouses, distribution facilities, research and development facilities, office industries, agricultural processing industries, service facilities that provide interstate commerce, industrial plants and other commercial facilities.

Issuance and Sale of Bonds. Revenue bonds issued pursuant to the Act do not require voter approval and are payable solely from revenues received from the project. The municipality issues its bonds and in exchange, the benefited company promises to make payments that are sufficient to pay the principal of and interest on the bonds as they become due. Thus, the municipality merely acts as a conduit for the financing.

Concurrently with the closing of the bonds, the company will convey to the municipality title to the site on which the industrial development project will be located, including all improvements built on the site. (The municipality must be the legal owner of the property while the bonds are outstanding for the property to be eligible for tax abatement, as further described below.) At the same time, the municipality will lease the project site and the improvements thereon back to the benefited company pursuant to a lease agreement. The lease agreement will require the company, acting on behalf of the municipality, to use the bond proceeds to pay the costs or reimburse the costs of purchasing, constructing and installing the project, as applicable.

Under the lease agreement, the company typically: (1) will unconditionally agree to make payments sufficient to pay the principal of and interest on the bonds as they become due; (2) will agree, at its own expense, to maintain the project, to pay all taxes and assessments with respect to the project, and to maintain

adequate insurance; (3) has the right, at its own expense, to make certain additions, modifications or improvements to the project; (4) may assign its interests under the lease agreement or sublease the project while remaining responsible for payments under the lease agreement; (5) will covenant to maintain its corporate existence during the term of the bond issue; and (6) will agree to indemnify the municipality for any liability the municipality might incur as a result of its participation in the transaction.

Property Tax Abatement. Under Article X, Section 6 of the Missouri Constitution and Section 137.100 of the Revised Statutes of Missouri, all property of any political subdivision is exempt from taxation. In a typical transaction, the municipality holds fee title to the project and leases the project to the benefited company.

If the municipality and the company determine that partial tax abatement is desirable, the company may agree to make “payments in lieu of taxes” (sometimes called “PILOTS”). The amount of payments in lieu of taxes is negotiable. The payments in lieu of taxes are payable by December 31 of each year, and are distributed to the municipality and to each political subdivision within the boundaries of the project in the same manner and in the same proportion as property taxes would otherwise be distributed under Missouri law.

III. DESCRIPTION OF THE PARTIES

NKC Housing, LLC. The Company is a limited liability company organized and existing under the laws of the State of Missouri.

City of North Kansas City, Missouri. The City is a third class city and municipal corporation organized and existing under the laws of the State of Missouri. The City is authorized and empowered pursuant to the provisions of the Act to purchase, construct, extend and improve certain projects (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City deems advisable.

IV. REQUIREMENTS OF THE ACT

Description of the Project. The project to be financed by the Bonds consists of building an approximately 280,747 square foot, 240-unit apartment building. The real property improvements being financed by the Bonds are referred to as the “Project Improvements” which are located on real estate referred to as the “Project Site.” The Project Improvements and the Project Site are referred to, collectively, as the “Project.”

Estimate of the Costs of the Project. The Project is expected to cost approximately \$42,500,000. The Project will be developed in 2019 and 2020 and will become taxable in 2020.

Source of Funds to be Expended for the Project. The source of funds to be expended for the Project will be the proceeds of the Bonds in a principal amount not to exceed \$42,500,000, to be issued by the City and purchased by the Company or its designee (the “Bondholder”) and, if needed, other available funds of the Company. The Bonds will be payable solely from the revenues derived by the City from the lease or other disposition of the Project (as further described below). The Bonds will not be an indebtedness or general obligation, debt or liability of the City or the State of Missouri.

Statement of the Terms Upon Which the Project is to be Leased or Otherwise Disposed of by the City. The Company will deed the Project Site, including the Project Improvements, to the City subject to

permitted encumbrances. The City will lease the Project to the Company for lease payments equal to the principal and interest payments on the Bonds. Under the terms of the lease agreement with the City, the Company will have the option to purchase the Project at any time and will have the obligation to purchase the Project at the termination of the lease. The lease between the City and the Company will terminate in 2039, unless terminated sooner pursuant to the terms of the lease.

Affected School District, Community College District, County, City, and Emergency Services Districts. The North Kansas City School District is the school district financially impacted by the Project. Clay County, Missouri is the county financially impacted by the Project. Metropolitan Community College is the community college district financially impacted by the Project. The City is the city financially impacted by the Project. No ambulance or fire district is financially impacted by the Project. The Cost-Benefit Analysis attached hereto identifies all other taxing districts affected by the Project.

Current Assessed Valuation. Because the Project Site is currently owned by a municipality, the most recent equalized assessed valuation of the Project Site is \$0.00. The estimated total equalized assessed valuation of the Project Site after development of the Project (2021) is \$8,055,441.

Payments in Lieu of Taxes. If this Plan is approved by the City Council, the City intends to issue the Bonds in 2019 and provide tax abatement of 100% to the Company for the Project Site for a period of twenty years beginning in 2020.

Levee Taxes. The Company will make annual levee tax payments in years 2019 through 2039 to the North Kansas City Levee District as they are assessed and become due. Such payment is the sum of (i) the levee tax which pays for the assessed benefits pursuant to the Levee Districts Plan for Reclamation apportioned to the Project Site and (ii) the annual Levee District maintenance tax, apportioned to the Project Site. If the Company does not receive a payment amount from the North Kansas City Levee District or the City in any given year, the Company will pay the amount they were last billed. For purposes of **Exhibit 5**, the annual levee payment is the amount paid in 2017 and has been held constant through 2039.

Sales and Use Tax Exemption on Construction Materials. Qualified building materials purchased for the construction of the Project are expected to be exempt from sales and use tax pursuant to the provisions of Section 144.062 of the Revised Statutes of Missouri and the underlying bond documents upon delivery of a project exemption certificate by the City to the Company.

Cost-Benefit Analysis and Discussion of Exhibits. In compliance with Section 100.050.2(3) of the Revised Statutes of Missouri, this Plan has been prepared to show the costs and benefits to the City and to other taxing jurisdictions affected by the tax abatements and exemptions of the Project. The following is a summary of the exhibits attached to this Plan that show the direct tax impact the Project is expected to have on each taxing jurisdiction. This Plan does not attempt to quantify the overall economic impact of the Project.

Project Assumptions. **Exhibit 1** presents a list of the assumptions related to the determination of assessed valuations and the tax formulas.

Summary of Cost-Benefit Analysis. **Exhibit 2** presents a summary for each affected taxing district of (1) the total estimated tax revenues that would be generated if the Project did not occur, (2) the total estimated tax revenues that would be generated if the Project occurred but did not receive tax abatement, (3) the total estimated value of the levee payments to be made by the Company for the proposed abatement period, and (4) the total estimated value of the abatement to the Company.

Real Property. **Exhibit 3** provides the projected tax revenues which would be paid on the Project Site without tax abatement and without the Project. **Exhibit 4** provides the projected tax revenues that would be generated from the Project Site if the Project occurs but without tax abatement. **Exhibit 5** provides the projected value of levee payments to be paid by the Company. **Exhibit 6** provides the projected value of the real property tax abatement to the Company.

Sales Tax Exemption on Qualified Construction Materials. **Exhibit 7** provides the projected value of the sales tax exemption on qualified construction materials to the Company.

V. ASSUMPTIONS AND BASIS OF PLAN

In preparing this Plan, key assumptions have been made to estimate the fiscal impact of the abatement and exemptions proposed for the Project. See **ATTACHMENT A** for a summary of these assumptions.

Information necessary to complete this Plan, has been furnished by representatives of the City, representatives of the Company and its counsel, the Bondholder and other persons deemed appropriate and such information has not been independently verified for accuracy, completeness or fairness.

* * *

ATTACHMENT A

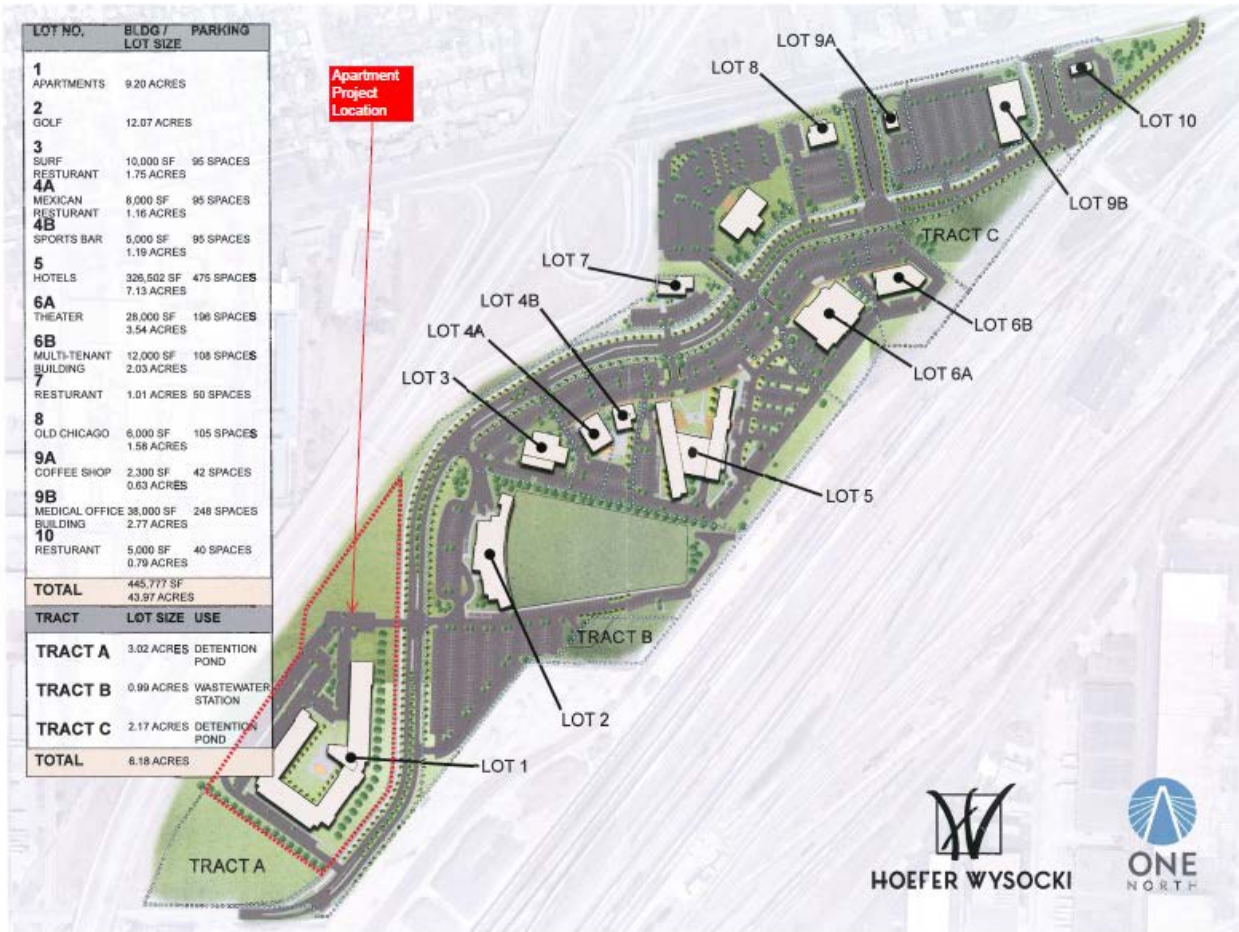
SUMMARY OF KEY ASSUMPTIONS

1. The Project is estimated to cost approximately \$42,500,000.
2. The construction of the Project Improvements will occur in 2019 and 2020, and the abatement period will begin January 1, 2020.
3. The investment in the Project Improvements will produce an assessed value for the Project Site in the amount of \$8,055,441.
4. The Project Site will include the site outlined in red, as shown on **Attachment B**.
5. The Project will be owned by the City and leased to the Company with an option to purchase. As long as the Project is owned by the City, it will be exempt from ad valorem taxes.
6. The Project Site, including the Project Improvements, will be excluded from the calculation of ad valorem property taxes for a period of twenty years.
7. The Company will not make any payments in lieu of taxes during the term of the Bonds.
8. Commercial real property taxes are calculated using the following formula:
$$(\text{Assessed Value} * \text{Tax Rate})/100$$
9. The assessed value of the Project Site, including the Project Improvements, is calculated using the following formula:
$$\text{Estimated Value} * \text{Assessment Ratio of 19\%}$$
10. After development, the assessed value of the Project Site is subject to growth at an estimated rate of 2% every year an assessment is made (every odd year).
11. The tax rates used in this Plan reflect the rates in effect for the tax year 2017. The tax rates were held constant through the 2039 tax year.
12. The levee payment amount used in this Plan reflects the amount paid for the tax year 2017. The levee payment amount was held constant through the 2039 tax year.

* * *

ATTACHMENT B

MAP OF PROJECT SITE



HOEFER WYSOCKI

ONE NORTH

**City of North Kansas City, Missouri
(NKC Housing, LLC)
(Backyard at OneNorth Project)**

**COST BENEFIT ANALYSIS
PLAN FOR INDUSTRIAL DEVELOPMENT PROJECT**

Table of Contents

Exhibit		
1	Project Assumptions	1
2	Summary of Cost Benefit Analysis	2
3	Projected Tax Revenues on Project Site Without Project (No Abatement)	3
4	Projected Tax Revenues on Project Site With Project (No Abatement)	4
5	Levee Assessment Amounts	5
6	Projected Value of Tax Abatement	6
7	Projected Sales Tax Exemption on Construction Materials	7

Exhibit 1

Project Assumptions

♦ Initial year taxes assessed			2020
♦ Current Appraised Value of Project Site			\$0
♦ Project Site with Project Improvements		2019	\$23,280,347
		2020	\$19,116,713
♦ Bi-annual growth rate of Appraised Value of project and project site			2.0%
♦ Assessed Value as a percentage of appraised value			19.0%
♦ Projected Assessed Value of Project Site with Project Improvements		2020	4,423,266
		2021	8,143,907
♦ Term of Abatement:			
2020-2039	100%		
♦ Levee Assessments:			
2019-2039	\$551.86		

Exhibit 2
Summary of Cost Benefit Analysis

Tax Distribution	Tax Rate	Projected Tax Revenues on Project Site Without Project (No Abatement)	Projected Tax Revenues on Project Site With Project (No Abatement)	Projected Value of Levee Assessments	Projected Value of Tax Abatement
North Kansas City School District	6.4235	\$ -	\$ 11,115,067	\$ -	\$ 11,115,067
North Kansas City	1.1785	-	2,039,248	-	2,039,248
Metropolitan Community Colleges	0.2305	-	398,852	-	398,852
Developmental Disabilities Resources	0.1180	-	204,184	-	204,184
Health Tax	0.0984	-	170,269	-	170,269
Mental Health Tax	0.0984	-	170,269	-	170,269
County Services	0.2144	-	370,993	-	370,993
State Tax	0.0300	-	51,911	-	51,911
	8.3917	\$ -	\$ 14,520,793	\$ 11,589	\$ 14,520,793

**Exhibit 3
Projected Tax Revenues on Project Site Without Project (No Abatement)**

Assessed Value of Project Site Without Project												
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Taxing Jurisdiction	Tax Rate per \$100	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
North Kansas City School District	6.4235	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
North Kansas City	1.1785	-	-	-	-	-	-	-	-	-	-	-
Metropolitan Community Colleges	0.2305	-	-	-	-	-	-	-	-	-	-	-
Developmental Disabilities Resources	0.1180	-	-	-	-	-	-	-	-	-	-	-
Health Tax	0.0984	-	-	-	-	-	-	-	-	-	-	-
Mental Health Tax	0.0984	-	-	-	-	-	-	-	-	-	-	-
County Services	0.2144	-	-	-	-	-	-	-	-	-	-	-
State Tax	0.0300	-	-	-	-	-	-	-	-	-	-	-
	8.3917	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Assessed Value of Project Site Without Project												
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Taxing Jurisdiction	Tax Rate per \$100	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	Total
North Kansas City School District	6.4235	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
North Kansas City	1.1785	-	-	-	-	-	-	-	-	-	-	-
Metropolitan Community Colleges	0.2305	-	-	-	-	-	-	-	-	-	-	-
Developmental Disabilities Resources	0.1180	-	-	-	-	-	-	-	-	-	-	-
Health Tax	0.0984	-	-	-	-	-	-	-	-	-	-	-
Mental Health Tax	0.0984	-	-	-	-	-	-	-	-	-	-	-
County Services	0.2144	-	-	-	-	-	-	-	-	-	-	-
State Tax	0.0300	-	-	-	-	-	-	-	-	-	-	-
	8.3917	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**Exhibit 4
Projected Tax Revenues on Project Site With Project (No Abatement)**

Estimated Assessed Value of Project Site with Project													
		\$	-	\$ 4,423,266	\$ 8,143,907	\$ 8,143,907	\$ 8,306,785	\$ 8,306,785	\$ 8,472,921	\$ 8,472,921	\$ 8,642,379	\$ 8,642,379	\$ 8,815,227
Taxing Jurisdiction	Tax Rate per \$100	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	
North Kansas City School District	6.4235	\$ -	\$ 284,128	\$ 523,124	\$ 523,124	\$ 533,586	\$ 533,586	\$ 544,258	\$ 544,258	\$ 555,143	\$ 555,143	\$ 566,246	
North Kansas City	1.1785	-	52,128	95,976	95,976	97,895	97,895	99,853	99,853	101,850	101,850	103,887	
Metropolitan Community Colleges	0.2305	-	10,196	18,772	18,772	19,147	19,147	19,530	19,530	19,921	19,921	20,319	
Developmental Disabilities Resources	0.1180	-	5,219	9,610	9,610	9,802	9,802	9,998	9,998	10,198	10,198	10,402	
Health Tax	0.0984	-	4,352	8,014	8,014	8,174	8,174	8,337	8,337	8,504	8,504	8,674	
Mental Health Tax	0.0984	-	4,352	8,014	8,014	8,174	8,174	8,337	8,337	8,504	8,504	8,674	
County Services	0.2144	-	9,483	17,461	17,461	17,810	17,810	18,166	18,166	18,529	18,529	18,900	
State Tax	0.0300	-	1,327	2,443	2,443	2,492	2,492	2,542	2,542	2,593	2,593	2,645	
	8.3917	\$ -	\$ 371,187	\$ 683,412	\$ 683,412	\$ 697,080	\$ 697,080	\$ 711,022	\$ 711,022	\$ 725,243	\$ 725,243	\$ 739,747	

Estimated Assessed Value of Project Site with Project												
		\$ 8,815,227	\$ 8,991,531	\$ 8,991,531	\$ 9,171,362	\$ 9,171,362	\$ 9,354,789	\$ 9,354,789	\$ 9,541,885	\$ 9,541,885	\$ 9,732,722	
Taxing Jurisdiction	Tax Rate per \$100	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	Total
North Kansas City School District	6.4235	\$ 566,246	\$ 577,571	\$ 577,571	\$ 589,122	\$ 589,122	\$ 600,905	\$ 600,905	\$ 612,923	\$ 612,923	\$ 625,181	\$11,115,067
North Kansas City	1.1785	103,887	105,965	105,965	108,085	108,085	110,246	110,246	112,451	112,451	114,700	2,039,248
Metropolitan Community Colleges	0.2305	20,319	20,725	20,725	21,140	21,140	21,563	21,563	21,994	21,994	22,434	398,852
Developmental Disabilities Resources	0.1180	10,402	10,610	10,610	10,822	10,822	11,039	11,039	11,259	11,259	11,485	204,184
Health Tax	0.0984	8,674	8,848	8,848	9,025	9,025	9,205	9,205	9,389	9,389	9,577	170,269
Mental Health Tax	0.0984	8,674	8,848	8,848	9,025	9,025	9,205	9,205	9,389	9,389	9,577	170,269
County Services	0.2144	18,900	19,278	19,278	19,663	19,663	20,057	20,057	20,458	20,458	20,867	370,993
State Tax	0.0300	2,645	2,697	2,697	2,751	2,751	2,806	2,806	2,863	2,863	2,920	51,911
	8.3917	\$ 739,747	\$ 754,542	\$ 754,542	\$ 769,633	\$ 769,633	\$ 785,026	\$ 785,026	\$ 800,726	\$ 800,726	\$ 816,741	\$14,520,793

**Exhibit 5
Levee Special Assessment Amounts**

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Projected Levee Special Assessment Amounts	\$551.86	\$551.86	\$551.86	\$551.86	\$551.86	\$551.86	\$551.86	\$551.86	\$551.86	\$551.86	\$551.86
	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	Total
Projected Levee Special Assessment Amounts	\$551.86	\$551.86	\$551.86	\$551.86	\$551.86	\$551.86	\$551.86	\$551.86	\$551.86	\$551.86	\$11,589.06

**Exhibit 6
Projected Value of Tax Abatement**

Estimated Assessed Value of Project Site with Project												
Abatement Percentage		\$ -	\$ 4,423,266	\$ 8,143,907	\$ 8,143,907	\$ 8,306,785	\$ 8,306,785	\$ 8,472,921	\$ 8,472,921	\$ 8,642,379	\$ 8,642,379	\$ 8,815,227
		0%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Taxing Jurisdiction	Tax Rate per \$100	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
North Kansas City School District	6.4235	\$ -	\$ 284,128	\$ 523,124	\$ 523,124	\$ 533,586	\$ 533,586	\$ 544,258	\$ 544,258	\$ 555,143	\$ 555,143	\$ 566,246
North Kansas City	1.1785	-	52,128	95,976	95,976	97,895	97,895	99,853	99,853	101,850	101,850	103,887
Metropolitan Community Colleges	0.2305	-	10,196	18,772	18,772	19,147	19,147	19,530	19,530	19,921	19,921	20,319
Developmental Disabilities Resources	0.1180	-	5,219	9,610	9,610	9,802	9,802	9,998	9,998	10,198	10,198	10,402
Health Tax	0.0984	-	4,352	8,014	8,014	8,174	8,174	8,337	8,337	8,504	8,504	8,674
Mental Health Tax	0.0984	-	4,352	8,014	8,014	8,174	8,174	8,337	8,337	8,504	8,504	8,674
County Services	0.2144	-	9,483	17,461	17,461	17,810	17,810	18,166	18,166	18,529	18,529	18,900
State Tax	0.0300	-	1,327	2,443	2,443	2,492	2,492	2,542	2,542	2,593	2,593	2,645
	8.3917	\$ -	\$ 371,187	\$ 683,412	\$ 683,412	\$ 697,080	\$ 697,080	\$ 711,022	\$ 711,022	\$ 725,243	\$ 725,243	\$ 739,747

Estimated Assessed Value of Project Site with Project												
Abatement Percentage		\$ 8,815,227	\$ 8,991,531	\$ 8,991,531	\$ 9,171,362	\$ 9,171,362	\$ 9,354,789	\$ 9,354,789	\$ 9,541,885	\$ 9,541,885	\$ 9,732,722	
		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
Taxing Jurisdiction	Tax Rate per \$100	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	Total
North Kansas City School District	6.4235	\$ 566,246	\$ 577,571	\$ 577,571	\$ 589,122	\$ 589,122	\$ 600,905	\$ 600,905	\$ 612,923	\$ 612,923	\$ 625,181	\$11,115,067
North Kansas City	1.1785	103,887	105,965	105,965	108,085	108,085	110,246	110,246	112,451	112,451	114,700	2,039,248
Metropolitan Community Colleges	0.2305	20,319	20,725	20,725	21,140	21,140	21,563	21,563	21,994	21,994	22,434	398,852
Developmental Disabilities Resources	0.1180	10,402	10,610	10,610	10,822	10,822	11,039	11,039	11,259	11,259	11,485	204,184
Health Tax	0.0984	8,674	8,848	8,848	9,025	9,025	9,205	9,205	9,389	9,389	9,577	170,269
Mental Health Tax	0.0984	8,674	8,848	8,848	9,025	9,025	9,205	9,205	9,389	9,389	9,577	170,269
County Services	0.2144	18,900	19,278	19,278	19,663	19,663	20,057	20,057	20,458	20,458	20,867	370,993
State Tax	0.0300	2,645	2,697	2,697	2,751	2,751	2,806	2,806	2,863	2,863	2,920	51,911
	8.3917	\$ 739,747	\$ 754,542	\$ 754,542	\$ 769,633	\$ 769,633	\$ 785,026	\$ 785,026	\$ 800,726	\$ 800,726	\$ 816,741	\$14,520,793

Exhibit 7
Projected Sales Tax Exemption on Construction Materials

State of Missouri Sales Tax	4.2250%	\$ 12,599,000	\$ 532,308
City of North Kansas City	2.0000%	365,000	7,300
Clay County, Missouri Sales Tax	1.1250%	1,544,000	17,370
Zoo Sales Tax	0.1250%	1,544,000	1,930
	7.4750%		\$ 558,908

MEMORANDUM



TO: Mayor and City Council

FROM: Kim Nakahodo, Assistant City Administrator

DATE: January 15, 2019

RE: Six Month Renewal of Service Contract with KCATA – Fixed Route and Flex Service

Budget Authority: FY 2018 Transportation Fund:	\$427,500
This Agreement:	<u>(\$217,897)</u>
Remaining Budget Authority:	\$209,603

Before Council is a 6-month renewal of the contract between the KCATA and the City for bus service (fixed-route through the city and flex service [point-to-point]) within North Kansas City.)

The KCATA will be performing a Mobility & Transit Study in early 2019. This study will analyze different transit options to not only better serve their passengers but become more efficient. Due to the timing of this study, KCATA has requested that we enter into a 6-month agreement, so they can utilize the study to potentially lessen the cost of our service in the last half of 2019.

KCATA advises that the cost of fixed-route service and flex service is as follows:

Flex	64%	\$139,369
Fixed-route	36%	<u>\$ 78,528</u>
TOTAL		\$217,897

The 2018 twelve-month contract amount was for \$415,042.

Staff recommends approval of the service contract for the period January 1, 2019 to June 30, 2019.

AN ORDINANCE ADOPTING AND APPROVING A CONTRACT BY AND BETWEEN THE CITY OF NORTH KANSAS CITY, MISSOURI, AND THE KANSAS CITY AREA TRANSPORTATION AUTHORITY FOR PUBLIC TRANSPORTATION SERVICES WITHIN THE CITY OF NORTH KANSAS CITY, MISSOURI.

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

WHEREAS, the Kansas City Area Transportation Authority (“**KCATA**”) is a body corporate and a political subdivision of both the States of Missouri and Kansas; and

WHEREAS, KCATA is a public agency authorized by law to plan, own, operate, have and generally deal with public transportation systems and facilities in the City and surrounding cities and municipalities; and

WHEREAS, the City desires to promote the convenience, comfort, prosperity, general interests and welfare of its citizens; and

WHEREAS, the City and KCATA desire to enter into a certain Contract for Transit Services (the “**Agreement**”).

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

Section 1. Finding of Best Interest to Enter into Agreement. The City Council of North Kansas City hereby finds and declares that it is in the best interest of the citizens and City of North Kansas City to enter into the Contract for Transit Service between the City of North Kansas City, Missouri and the Kansas City Area Transportation Authority (the “**Agreement**”) for certain public transportation services to be provided to the City and its citizens as set forth more fully in the Agreement.

Section 2. Authorization of Agreement. The provisions of the Agreement are hereby approved and adopted by the City Council of the City of North Kansas City, Missouri. The Mayor and the City Clerk are hereby authorized and directed to execute the Agreement on behalf of the City of North Kansas City, Missouri. The City Council hereby authorizes the City to enter into the Agreement with the Kansas City Area Transportation Authority for the purposes described in the Agreement, which Agreement shall be in substantially the form of “**Exhibit 1**”, attached hereto and incorporated herein by reference.

Section 3. Further Authority. The City shall, and the mayor, city clerk, city officials and employees of the City are hereby authorized and directed to take such further action, and

execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

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

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

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

PASSED this 15th day of January, 2019.

Don Stielow, *Mayor*

ATTEST:

Crystal Doss, *City Clerk*

APPROVED this 15th day of January, 2019.

Don Stielow, *Mayor*

APPROVED AS TO FORM:

Anthony Bologna, *City Attorney*

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

EXHIBIT “1”

Six Month Contract
January 1, 2019 – June 30, 2019

KANSAS CITY AREA TRANSPORTATION AUTHORITY

Contract for Transit Service

NORTH KANSAS CITY, MISSOURI

THIS CONTRACT, entered into this ____ day of ____, 2018, by and between the **KANSAS CITY AREA TRANSPORTATION AUTHORITY** (hereinafter referred to as the "KCATA"), a body corporate and politic and a political subdivision of both the States of Missouri and Kansas, and **NORTH KANSAS CITY, MISSOURI** (hereinafter referred to as the "Community").

WITNESSETH:

WHEREAS, a sound, efficient and viable public transportation system is essential to the socioeconomic wellbeing of the Kansas City Area Transportation District (hereinafter referred to as the "District"), including the Counties of Cass, Clay, Jackson, and Platte in Missouri, and the Counties of Johnson, Leavenworth, and Wyandotte in Kansas; and

WHEREAS, the KCATA is a public agency authorized by law to plan, own, operate, have and generally deal with public transportation systems and facilities in the District; and

WHEREAS, the Community desires to promote the convenience, comfort, prosperity, general interests and welfare of its citizens; and

WHEREAS, the public transportation facilities and services of most immediate concern are those estimated to be provided by the KCATA at a deficit, described generally in amounts and, more specifically, by formula set forth in Attachment "A" adopted in January, 1976, modified in August, 1977, revised in January, 1983, and December 1997.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

A. Public Mass Transit Service

1. The Community requests public transportation services (hereinafter referred to as "Contract Service"), set forth in Attachment "B", be operated by the KCATA for the period January 1, 2019, through June 30, 2019, unless sooner terminated under Paragraph "7" of this Contract.
2. The level of service as generally set forth in Attachment "B" shall not be changed or be modified without the consent of the Community.
3. The computations and, more specifically, the formula contained in Attachment "A" attached hereto and made a part hereof, are the accepted methods for the determination of the estimated deficit of the Community.
4. The KCATA and the Community estimate the Community's total payment for the service (hereinafter referred to as "Local Share") to be \$217,897. This estimate is based on the following components of cost and revenue to applied to this Agreement:

Service Cost	\$ 294,248
Passenger Revenue	<u>(\$ 17,100)</u>
Total Operations	\$ 277,148
Federal PM	(\$ 65,443)
Missouri State Funding	<u>(\$ 1,938)</u>
Local Operating Contribution	\$ 209,767
Local Capital Contribution	<u>\$ 8,130</u>
Total Local Share	\$ 217,897

5. It is the understanding of the parties that, notwithstanding any provision of this Agreement, the maximum obligation of the Community under this Contract shall be the sum of \$217,897. If the actual total deficit and other factors are such that the KCATA deems the full Local Share is not required, the KCATA may require payment of less than the total Local Share, or reimburse the Community for a portion of the Local Share previously paid.
6. The method of payment of the Local Share provided for in Paragraph "4" is as follows:

- a. The Community's monthly Local Share will be one-sixth of the Community's portion of the estimated total deficit amount.
 - b. The KCATA will invoice the Community for ninety percent (90%) of Community monthly Local Share by the 15th of the month preceding the month service will be provided. The Community is required to remit ninety percent (90%) of the monthly Local Share by the first of the month service will be provided.
 - c. By the 20th of the month following the month in which service was provided, the KCATA will provide the Community with reports showing service capital and operating costs and revenue for Contract Services. The report will also provide a reconciliation of subsidy amounts with the advance payment provided to in Sub-paragraph "b". The report will detail Local Share and Federal and State Share amounts used to cover the month's service deficit. Any balance of Local Share subsidy required by the reconciliation will be invoiced at this time, to be paid within ten days.
 - d. For the month of December, the monthly report and reconciliation provided for in Sub-paragraph "c", will not be prepared until the completion of the KCATA's annual audit. The invoice of November 15, provided for in Sub-paragraph "b" will require payment of the unexpended balance of the Community's Local Share.
7. When the estimated total operating loss of **\$217,897** is reached, KCATA's obligation to furnish services shall terminate. The Community and KCATA may mutually agree to amend this Contract to provide additional operating subsidy or to adjust the level of service so that the cost of such service will not exceed the contractual subsidy.
 8. The Community may cancel or amend any component or portion of the Transit Service described in Appendix B at the beginning of a quarter, provided that written notice is given to KCATA, sixty (60) days prior to the affected quarter.
 9. If for any reason the KCATA is unable to obtain the federal or state assistance, and/or the State of Missouri Public Transit Operating Assistance Grant as provided for in Paragraph "4" of this Contract, the Community will be immediately notified and this contract will be amended to provide additional Local Share subsidy or to adjust the level of service. If a satisfactory amendment is not agreed to after a

reasonable period, KCATA's obligation to furnish services will terminate.

10. The KCATA shall indemnify, save and hold the Community harmless from any and all damage, loss or liability of any kind whatsoever arising out of this Contract, including, but not limited to, any loss occasioned by reason of any injury to property or third persons occasioned, in whole or in part, by any act, omission, neglect or wrongdoing of the KCATA, or any of its officers, agents, representatives or employees. At its own cost and expense, the KCATA will defend all losses arising there from.
11. The Community recognizes that the KCATA, as the principal public transportation operator in the region, is obligated to conform with various regulations and requirements of the Federal Transit Administration in order to maintain its eligibility for financial assistance pursuant to the Federal Transit Act. In this regard, the Community agrees to cooperate with the KCATA in meeting said regulations and requirements, and will not require the KCATA to violate said regulations and requirements. The Community will also cooperate with reasonable requests of the KCATA, and the KCATA agrees to make all such records available to the Community for the auditors upon reasonable request of the Community.
12. The Community at its expense, shall have the right to cause an audit to be made of the books and records of the KCATA, and the KCATA agrees to make all such records available to the Community for the auditors upon reasonable request of the Community.

B. Americans with Disabilities Act of 1990 Special Service Provision

Whereas a continuation of the contractual relationship with North Kansas City requires that North Kansas City not require the KCATA to provide public transit services that are in conflict with the American with Disabilities Act of 1990 and subsequent federal regulations regarding compliance with this law, it is agreed:


1. The KCATA shall perform all functions necessary for the administration, management and operation of Complementary Paratransit inside the City of North Kansas City.
2. The Complementary Paratransit shall be provided through the department of the KCATA known as Share-A-Fare, and these services shall be called Share-A-Fare

service inside North Kansas City.

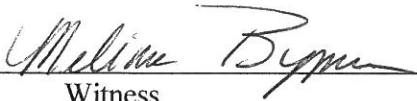
3. Complementary Paratransit is defined in 49 C.F.R. Part 37. In general, Complementary Paratransit is required to provide a comparable level of service whereby when all aspects of a transportation system are analyzed, equal opportunities to use the transportation system exist for all persons - individuals with and without disabilities.
4. North Kansas City shall reimburse the KCATA for the net cost to the KCATA, which, is paid by the KCATA to its contractors which provide the transportation services inside North Kansas City. North Kansas City shall not be charged for the KCATA's administrative or dispatching expenses related to the service.
5. There will be a \$3.00 fare per trip charged to participants using the North Kansas City's Share-A-Fare service inside North Kansas City.
6. The KCATA shall render regular monthly invoices to the City Administrator which shall include information on the number of North Kansas City Share-A-Fare participants, the number of trips provided of each type (ambulatory or non-ambulatory), the average cost for each type of trip, the average trip length of each type of trip, the total cost, and the net cost.
7. The City of North Kansas City may appoint an individual to participate in the Share-A-Fare Advisory Committee, at its convenience.
8. The provisions of this contract replace those of the Memorandum of Understanding on Wheelchair Service between North Kansas City and the KCATA.
9. In no way does this contract obligate the KCATA to insure that any other services provided by North Kansas City, are in compliance with the Americans with Disabilities Act (ADA) of 1990 or subsequent regulations.
10. No passenger amenities or bus stops may be removed or relocated without agreement or consent from the City Council of the City of North Kansas City, Missouri.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

KANSAS CITY AREA TRANSPORTATION AUTHORITY

By: 
Daniel Serda, Chairman of the Board of Commissioners

ATTEST:

By: 
Witness

CITY OF NORTH KANSAS CITY, MISSOURI

By: _____
Name & Title:

ATTEST:

By: _____
City Clerk

ATTACHMENT "A"

REVENUE AND COST ALLOCATION PROCEDURES

The procedure to be used in determining passengers, direct operating expenses, indirect operating expenses, farebox revenue, and estimated loss for transit service shall be as follows:

- A. Passengers and Revenue** - The number of passengers and the amount of revenue reported will be derived from electronic farebox reports.
1. Revenue figures are computed as follows:
 - a. Total Fare Revenue is the total farebox revenue plus pass sales proration.
 - b. Pass Sales proration for a line is the Pass Sales Revenue multiplied by a pass utilization factor as determined by data from electronic fareboxes.
 2. Passenger types - definitions
 - a. Intra-city passenger - a passenger boarding and alighting in the same jurisdiction.
 - b. Inter-city passenger - a passenger who boards in one jurisdiction and alights in another.
 3. Computation of inter-city and intra-city passengers
 - a. Intra-city passengers for each subsidizing jurisdiction will be determined by multiplying total passengers by the appropriate intra-city passengers ratios as determined by periodic activity checks. An intra-city passenger ratio is the ratio of passengers who both board and alight a bus within that community to total route passengers on the line.
 - b. Inter-city passengers for the route will be determined by subtracting the intra-city passengers from the total route passengers.
- B. Direct Operating Expenses** - Each route shall be charged direct labor and benefits on the basis of scheduled pay hours (including allowances, spread, guarantee, and overtime) times the fully burdened operator cost per hour of service for each type of bus used (Large, Small,

or RideKC Flex). Each route shall be charged fuel and tire expense for the same type of bus used (Large, Small or RideKC Flex) in the proportion of route miles per type of bus to total system miles for the same type of bus.

- C. **Indirect Operating Expenses** - Indirect operating expenses shall be allocated to each route on the ratio of route miles to total system miles for the same type of bus used (Large, Small, or RideKC Flex). Indirect operating expenses include all expenses except direct labor and fuel and tire expense, such as maintenance cost, vanpool operations, administrative and overhead expense, and a contribution to self-insured reserves for revenue vehicle and workers compensation.
- D. **Estimated Net Income or Loss - Intra-City Routes** - Estimated net income or loss for each route shall be calculated by subtracting total fare revenue for each route from the total operating expenses for each route.
- E. **Allocation of Net Income or Loss on Inter-City Routes.**
 - 1. Suburban Express Routes
 - a. A suburban express route is a route or portion of a route that is designed to serve inter-city passengers and suburban community intra-city passengers, and does not serve Kansas City, Missouri, intra-city passengers.
 - b. Net income or net losses of inter-city routes shall be prorated among the subsidizing jurisdictions by calculating the net loss per passenger (total operating expense less total fare revenue) and then multiplying the net loss per passenger by the number of passengers boarding in each jurisdiction.
 - 2. Local Service Inter-City Routes
 - a. A local service inter-city route is a route designed to serve Kansas City, Missouri, intra-city passengers, as well as inter-city passengers and suburban community intra-city passengers.
 - b. Revenue shall be credited among subsidizing jurisdictions by assigning intra-city passenger revenue to the jurisdiction in which the trips are made. Inter-city passenger revenue shall be assigned by calculating the revenue per inter-city passenger and then by multiplying the revenue per inter-city passenger by the number of inter-city passengers boarding in each jurisdiction.

- c. Operating costs shall be allocated among subsidizing jurisdictions as follows:
 - (1) Direct labor costs shall be allocated on the basis of operator cost per hour of service multiplied by the actual time operated in each jurisdiction.
 - (2) Fuel and tire expense in the proportion of miles in each jurisdiction to total system miles.
 - (3) Indirect operating expense in the proportion of miles in each jurisdiction to total system miles.
 - d. The Net Income or Loss for each jurisdiction is calculated as the sum of direct labor cost, fuel and tire expense, and indirect operating expense, less passenger revenue credit.
- F. Capital Expense** - Each jurisdiction will be charged capital expense, prorated on community miles to system miles, to be used for the acquisition of buses, facilities and other equipment. The capital charge may be used for the purchase of vans for a vanpool operation that will facilitate in providing a regional transit system. Such vanpool operation must provide service to or from the Community that is reasonable when compared to the amount of the Community's capital contribution for the vans.
- G. Enclave Communities** - Local service inter-city routes operating from a part of Kansas City, Missouri, through another jurisdiction and into another portion of Kansas City, Missouri, will be treated differently for the allocation of Net Income or Loss. The Net Income or Loss for the intermediate (enclave) jurisdiction will be based on 50% of the calculated cost for that jurisdiction per Item "E". The remaining 50% of the calculated cost within the intermediate jurisdiction will be allocated to Kansas City, Missouri.
- H. For Service Implemented After December 31, 1997** – Service implemented after December 31, 1997, that is above the service level that exists as of December 31, 1997, will be allocated costs as stated in other sections of this Appendix, except for Indirect Operating Expenses. Indirect Operating Expenses shall be allocated to such service based on 45 percent of the ratio of route miles to total system miles for each type of bus. Indirect Operating Expenses include all expenses except direct labor and fuel and tire expense; such as maintenance cost, vanpool operations, administrative and overhead expense, etc.

- I. The Community is not charged for the operation of the #235 Winnwood-Gracemor route, except for a charge of \$500 annually; nor is revenue credited to the Community for this route. There is also no charge for the operation of the #201 North Oak route, due to the availability of Federal funds which currently are applied to the service costs. Revenue is also not credited to the #201.

ATTACHMENT "B"

CITY OF NORTH KANSAS CITY - CONTRACT SERVICE

5 fixed routes provide service through North Kansas City limits to and from Kansas City, Missouri. In addition a demand responsive service zone covers much of North Kansas City. Service, including peak, contra-peak, and mid-day is as follows:

Route #238 Meadowbrook, operates a total of twenty-six (26) trips per day through North Kansas City, with thirteen (13) regular route trips inbound, thirteen (13) regular route trips outbound. Service is provided Monday through Saturday. The Meadowbrook route travels through North Kansas City from 32nd and North Oak, via 32nd, Swift, 14th, Burlington to 12th and Grand in downtown Kansas City, Missouri. Saturday service is provided every 60 minutes for a total of twenty-three (23) trips.

Route #233 Vivion/Antioch, operates a total of thirty-seven (37) trips per day through North Kansas City: eighteen (18) regular route trips inbound, nineteen (19) regular route trips outbound, Monday through Friday. The Vivion/Antioch route travels through North Kansas City from 32nd and Vernon, via Vernon (#1 Highway), Armour, Swift, 14th, Burlington to 12th and Grand in downtown Kansas City, Missouri.

Route #235 Winnwood/Gracemor, operates a total of four (4) trips per day through North Kansas City: two (2) regular route trips inbound, two (2) regular route trips outbound. Service is provided Monday through Friday. The #135-Winnwood/69 Hwy. & Belmont route travels through North Kansas City from 32nd and Walker via Walker, Clay Edwards Drive, 26th Avenue, Vernon, Armour, Swift, 10th, Burlington to 11th and Walnut in downtown Kansas City, Missouri.

Route #201 North Oak, operates 26 trips southbound and 25 trips northbound with 30 minute frequency on weekdays during rush hours and hourly frequency before and after rush hours from 5:13 a.m. to 11:30 p.m. On Saturdays, it operates hourly with 16 northbound and 17 southbound trips between 6:30 a.m. and 11:30 p.m. On Sundays, it operates hourly with between 8:30 a.m. and 11:30 p.m. It runs on Burlington in NKC with end points at Zona Rosa, Boardwalk Square, and downtown Kansas City, MO.

Route #298 North Kansas City Flex, provides weekday demand responsive service from 6:10 a.m. to 9:00 p.m. (The route number is to be changed from #244 to #298, effective January 1, 2017). Saturday service provides demand responsive service from 8:30 a.m. to 7:30 p.m. On Sundays and Holidays, demand responsive service is provided from 10:00 a.m. to 6:00 p.m. The zone boundaries are the corporate boundaries of the City of North Kansas City.

Full Fare: \$1.50

Reduced Fare: \$0.75

Intra City Fare: \$0.25 (effective 2-05-2006)

MEMORANDUM



TO: Mayor and City Council

FROM: Eric Berlin, City Administrator

DATE: January 15, 2019

RE: Request by Matt Adam Development to Extend Option to Purchase

In February, 2018 City Council approved giving Matt Adam Development ("Matt Adam") an option to purchase the City-owned property located at 1007 Armour (Linn & Armour). The option expires on January 31, 2019. The City has received a request from Matt Adam to extend the purchase option for the property to December 31, 2019.

Matt Adam's model depends on a successful application for Federal Low Income Housing Tax Credits for this proposal, which would be a mix of affordable and market rate units, similar to the Gardens at Northgate senior apartments. The developer was not successful in its application last year. Matt Adam notes that applications are often not successful their first time around, and also that 2018 was an unusual year for this program due to then-Governor Greitens' antipathy for the tax credit program. Matt Adam expresses confidence that this year's application will be well-positioned.

The terms of the current option are essentially as follows:

- Multi-family residential development, with 48 units accompanied by co-working and gallery space.
- The proposed agreement gives Matt Adam Development the option to purchase the property at 1007 Armour from the City at the price of \$5 per square foot. The future purchase is contingent on the receipt of tax credits and the execution of a redevelopment agreement with the City.
- The option covers both the property at 1007 Armour and an additional strip of property to the west, approximately 43 wide and 190 feet deep, that is currently part of the Community Center/YMCA parcel.

Staff recommends extension of the Option to Purchase. An ordinance has been prepared accordingly.

MATT ADAM



DEVELOPMENT

December 6, 2018

Mr. Eric Berlin
City Administrator
City of North Kansas City
2010 Howell Street
North Kansas City, MO 64116

Re: 1007 Armour Road – Purchase Option Extension Request

Dear Mr. Berlin,

Please consider this letter a formal request from Matt Adam Development Co., Inc. to extend the purchase option between Matt Adam Development Co., Inc. (the “developer” and “optionee”) and the City of North Kansas City (“optionor”) to purchase the City-owned 1.1-acre parcel located at 1007 Armour Road North Kansas City, Missouri 64116.

The original purchase option dated February 6, 2018 is set to expire on January 31, 2019. Matt Adam Development Co. requests that the purchase option be extended to December 31, 2019.

The requested extension would provide the developer with the necessary time to resubmit its low-income housing tax credit (“LIHTC”) application to the Missouri Housing Development Commission (“MHDC”) and await MHDC’s subsequent announcement of tax credit awards. As of the date of this letter, MHDC had not issued its Notice of Funding Availability (“NOFA”) or its Qualified Allocation Plan (“QAP”) which officially sets the guidelines and deadlines for tax credit applications. MHDC staff has indicated to the developer that 2019 tax credit applications will be due sometime in “early summer” of 2019 which would mean that tax credit awards would be announced in fall of 2019.

As City officials are aware, Matt Adam Development’s proposed Gallery Lofts mixed-income apartment project was not selected by MHDC for a LIHTC award during the 2018 funding cycle. In normal years, as the City knows from its previous experience with the Gardens at Northgate Village development, proposed LIHTC projects are not always awarded credits after one application submission; sometimes it takes additional submissions. Additionally, the 2018 funding cycle was extraordinary, in that the previous Governor acted to delay the funding cycle and ultimately terminate the Missouri State LIHTC program. This created a situation that was even more competitive than normal with respect to securing tax credit awards. The current Governor, Governor Mike Parson has expressed support for LIHTCs and has even suggested reinstating Missouri State LIHTCs at some point.

Regardless of whether Missouri State LIHTCs are reinstated, the developer feels confident that its 2019 LIHTC application will be well positioned to receive a tax credit award from MHDC. To enhance its tax credit application, Matt Adam Development is partnering with the Yarco Companies to develop Gallery Lofts. Adding Yarco to the development team is meaningful for a couple key reasons. Yarco has an

15050 Antioch Rd Suite 101
Overland Park, KS 66221-8503
785-550-1683

excellent reputation with MHDC due to its long history of developing and managing a wide variety of LIHTC projects including high profile and unique projects like St. Michaels Veterans Center Apartments. They also have strong relationships with third party service providers such as Phoenix Family Housing, Truman Medical Center and InterUrban ArtHouse.

In discussions with MHDC following the last funding cycle, MHDC staff made it clear that they very much like the 1007 Armour location, neighborhood, design aesthetic, TOD aspects and City support. But they indicated that they would like to see the proposed service enrichment package be enhanced when the developer resubmits its application. Bringing on Yarco as a partner allows the developer to greatly expand the project's service enrichment package because of their relationships with established service providers such as the ones previously listed. They can offer tangible service enrichment that MHDC views favorably, like Phoenix Family's HIKE Program sponsored by the Trent Green Foundation, Truman Medical Center's housing vouchers for youth aging out of foster care and InterUrban ArtHouse's well-regarded artist focused services.

Matt Adam Development would greatly appreciate the City extending the purchase option. The developer is committed to doing everything in its power to secure LIHTCs and complete the Gallery Lofts project. The development team feels strongly that the proposed Gallery Lofts project offers the highest and best use for the 1007 Armour site, addresses the City's goal of adding housing to downtown NKC and need for affordable housing units. It also provides a boost to the City's tax base. The proposal has been well received by community stakeholders who like the design aesthetic, loft style units and inclusion of the art gallery in the building plan. It is our hope that the city will grant this requested extension.

Respectfully,

Ryan C Tull

Ryan Tull
Director of Multifamily Development
Matt Adam Development Co.

Cc: Ms. Sara Copeland, Mayor Don Stielow

AN ORDINANCE ADOPTING AND APPROVING THE FIRST AMENDMENT TO AGREEMENT FOR OPTION TO PURCHASE PROPERTY BY AND BETWEEN THE CITY OF NORTH KANSAS CITY, MISSOURI, AND MATT ADAM DEVELOPMENT CO., INC., REGARDING CERTAIN REAL PROPERTY GENERALLY LOCATED AT AND ADJOINING 1007 ARMOUR ROAD IN NORTH KANSAS CITY, MISSOURI.

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

WHEREAS, Matt Adam Development Co., Inc. (the “**Developer**”) is a body corporate under the laws of the State of Kansas and desires to redevelop certain real property in the City, which property includes (i) that parcel generally located at 1007 Armour Road in North Kansas City, Clay County, Missouri (previously occupied by a White Castle restaurant) and (ii) a strip of property immediately to the west that is approximately 43 feet wide and 190 feet deep (collectively, the “**Property**”); and

WHEREAS, the City is the owner of fee simple title to the Property for which the Developer seeks to acquire an option to purchase;

WHEREAS, upon passage of Ordinance No. 9061 on February 6, 2018, the City entered into a certain Agreement for Option to Purchase Property with Developer dated February 6, 2018 (the “**Agreement**”); and

WHEREAS, the Developer continues to seek to obtain certain federal tax credits for its redevelopment project in the City and, in order to apply for the tax credits, the Developer needs control of the Property, which can be obtained by the City’s extension of the Agreement; and

WHEREAS, the City and the Developer intend to hereafter negotiate in good faith the terms and conditions of a redevelopment agreement with respect to the Property (“**Redevelopment Agreement**”), which shall control the parties’ respective rights and obligations with respect to the ownership, use, development, and operation of the Property after the closing on the Property; and

WHEREAS, the City and the Developer desire to enter into the First Amendment to Agreement for Option to Purchase Property (the “**First Amendment**”) for the purpose of extending the Option Period set forth in the Agreement; and

WHEREAS, in accordance with and subject to the terms and conditions of the Redevelopment Agreement as it may hereafter be entered into by the City and the Developer as a condition precedent to the exercise of the Developer’s rights hereunder, the passage of this Ordinance and execution of the First Amendment extend the Option Period, thereby continuing to grant to the Developer an option to purchase the Property.

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

Section 1. Finding of Best Interest to Extend Option Period. The City Council of North Kansas City hereby finds and declares that it is in the best interest of the citizens and City of North Kansas City to amend the Agreement for Option to Purchase Property between the City of North Kansas City, Missouri and Matt Adam Development Co., Inc., previously approved and executed by the City.

Section 2. Authorization of Agreement. The provisions of the First Amendment are hereby approved and adopted by the City Council of the City of North Kansas City, Missouri. The Mayor and the City Clerk are hereby authorized and directed to execute the First Amendment on behalf of the City of North Kansas City, Missouri. The City Council hereby authorizes the City to enter into the First Amendment with the Developer to extend the Option Period, which First Amendment shall be in substantially the form of “**Exhibit 1**”, attached hereto and incorporated herein by reference.

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

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

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

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

PASSED this 15th day of January, 2019.

Don Stielow, *Mayor*

ATTEST:

Crystal Doss, *City Clerk*

APPROVED this 15th day of January, 2019.

Don Stielow, *Mayor*

APPROVED AS TO FORM:

Anthony Bologna, *City Attorney*

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

EXHIBIT “1”

**FIRST AMENDMENT/ADDENDUM TO
AGREEMENT FOR OPTION TO PURCHASE PROPERTY**

THIS FIRST AMENDMENT/ADDENDUM (this “**First Amendment**”) is to that certain Agreement for Option to Purchase Property dated February 6, 2018, by and between the CITY OF NORTH KANSAS CITY, MISSOURI, a Missouri municipal corporation duly organized under the laws of the State of Missouri (the “**Optionor**”) and the MATT ADAM DEVELOPMENT CO., INC., a Kansas corporation, its permitted successor or assigns (the “**Optionee**”).

IT IS HEREBY UNDERSTOOD and agreed that the following changes are incorporated into and made a part of the aforementioned Agreement for Option to Purchase Property (the “**Agreement**”):

1. Paragraph 2 of SECTION 1 of the Agreement is amended to read as follows:
2. Duration of Option. The option period will commence on the Effective Date period and end upon 5:00 p.m. central time on December 31, 2019 (the “**Option Period**”).

ALL OTHER terms and conditions of the aforementioned Agreement for Option to Purchase Property remain unchanged.

DATED this _____ day of January, 2019.

Optionee:

MATT ADAM DEVELOPMENT CO., INC.

Matt Adam,
President

Date

Optionor:

CITY OF NORTH KANSAS CITY, MISSOURI

Don Stielow,
Mayor

Date

MEMORANDUM



TO: Mayor and City Council
City Administrator

FROM: Sara Copeland, AICP, Community Development Director

DATE: January 15, 2019

RE: Proposed Changes to On-Street Parking Time Restrictions

The Parking Management Plan, adopted by the City Council on September 19, 2018 and by the Planning Commission on November 1, 2018, recommended that the City update parking enforcement measures, including review of on-street parking time restrictions to provide more consistent and focused restrictions. Time restrictions support turnover of parking spaces, which is important to retail and commercial businesses whose visitors might stay for shorter periods of time. Downtown business owners identified turnover as an important consideration for downtown.

Currently, most on-street parking time restrictions are in the core downtown area, but some time restrictions have been placed on various blocks south on Swift, including as far south as the 1200 block. While most time restrictions are for 2-hour parking, there are areas north of Armour with 3-hour restrictions and even an area restricted to 30 minutes on Fayette. More consistent time limits would help provide clarity for drivers and streamline enforcement.

Community Development staff sent letters to all businesses and property owners in blocks where a change to parking time limits was contemplated, requesting their feedback whether positive or negative. A table showing all feedback received is attached. There were three proposals that businesses and property owners were asked to comment on:

- **Removal of two-hour parking limits on Swift, south of 16th Avenue.** Most parking time restrictions are located in the core downtown area, but there are 2-hour time restrictions in the 1500 block of Swift and the 1200 block of Swift. The feedback we received in these blocks was mixed. In the 1500 block of Swift, more people expressed a desire to keep the existing 2-hour limit. In the 1200 block of Swift, more people expressed a desire to remove the existing 2-hour limit. One property owner noted that he has had a hard time attracting tenants to his building because of the 2-hour parking. However, the owners of Smokin' Guns BBQ strongly objected to a change to the 2-hour parking (please see the attached letter regarding their concerns). Please note that the existing time restriction was implemented several years ago at the request of Smokin' Guns.
- **Changing existing 3-hour and 30-minute parking limits to 2-hour limits, north of Armour.** Staff received only two comments on this proposed change, both from people

in the 2100 block of Swift who do not see a need for time restrictions in that location. Parking time restrictions in the 2100 block of Swift apply only to approximately a third of the block closest to 21st Avenue, adjacent to the non-residential development on this block, and parking in front of the existing apartment buildings is not time restricted. Other blocks with time limits that would change based on this proposal are 20th Avenue between Buchanan and Swift and Fayette immediately north of Swift.

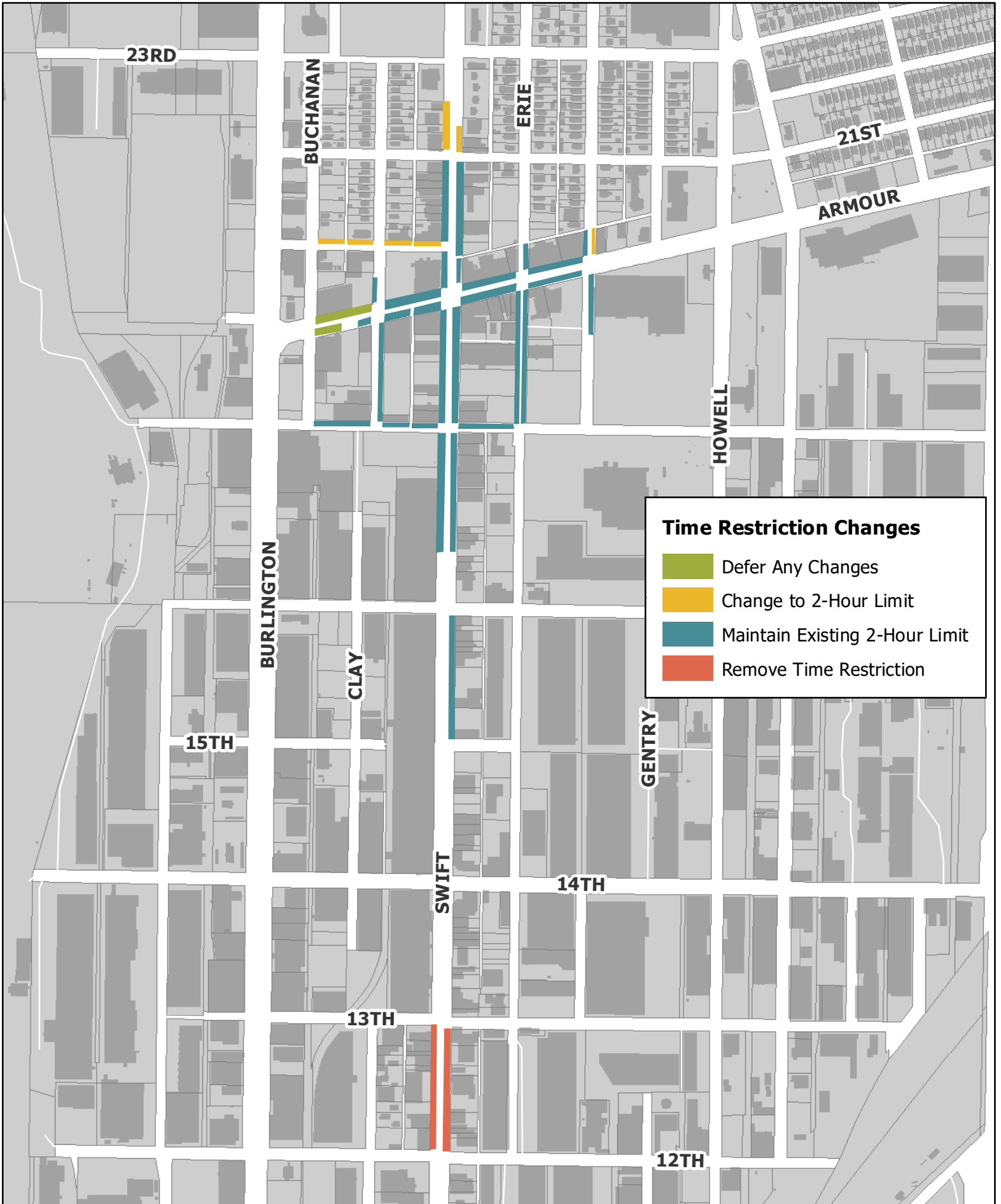
- **Adding 2-hour parking restrictions to currently unrestricted parking, in the 100 block of Armour Road.** Staff proposed this idea because the owner of 101 Armour has indicated that they are renovating the building for retail and office tenants. Only one comment was received about this proposed change, a letter from Maxus Properties (attached) opposing the 2-hour limit.

On-street parking time limits are established in Section 10.48.170 of the Municipal Code, which requires changes to be made by ordinance. Before drafting any ordinances for consideration, staff would like direction from the City Council on which changes have support for implementation. After receipt of feedback as noted, staff recommendations are:

- Original Proposal: Remove the 2-hour time restriction in the 1200 block of Swift.
Current Recommendation: Same.
- Original Proposal: Remove the 2-hour time restriction in the 1500 block of Swift.
Current Recommendation: Maintain the 2-hour limit in the 1500 block of Swift.
- Original Proposal: Add a 2-hour parking restriction to unrestricted parking in the 100 block of Armour.
Current Recommendation: Defer adding a 2-hour parking restriction until there are additional retail tenants in that block, at which time this might be reconsidered.
- Original Proposal: Change all 30-minute and 3-hour parking restrictions north of Armour to 2-hour parking.
Current Recommendation: Same. On-street parking that is currently not time-restricted will continue to be unrestricted.

Attached to this memo is a map showing the proposed time limit changes, a table summarizing public feedback, and the two letters mentioned above.

Proposed Changes to On-Street Parking Time Restrictions



Feedback Summary

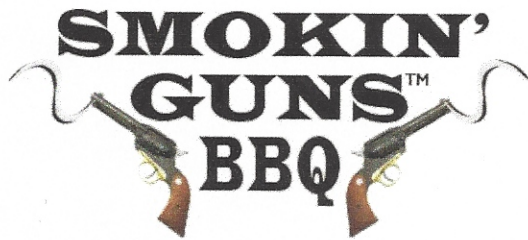
Name	Address	In Favor	Opposed	Comments
1200 Block of Swift				
Larry Howard	1200 Swift	X		EMAIL: Thank you for addressing the parking situation at 1200 Swift. I am glad yourself and the council is going to re-visit this issue. I own the corner building at 12th and Swift Street. Myself and my tenant have been hamstrung by the limited on-street parking for a couple of years now. We lease this building to a strength and endurance trainer. When he first signed to lease the building, it did not have any parking restrictions. It changed shortly after he moved in. He was livid. And frankly so was I. The parking restriction on that block is clearly aimed towards one business. The rest of us suffer so the surge type restaurant business can have free curbside parking. This is the only retail business in this area that does not supply enough of his own off-street parking. The building tenant is moving out to a better suited building and any new prospects quickly decline and move on when they see parking is so limited.
Melissa Place	1201 Swift	X		EMAIL: Mallory, I would like to express my support for removing the 2-hour parking restriction south of 16th and Swift. Our company, like many in the area, has minimal parking. It has forced our staff to move every 2 hours to avoid ticketing which causes a disruption in productivity.
Bob	1207 Swift	X		PHONE: In favor of proposed changes.
Martin Bordson	1209 Swift	X		EMAIL: I am in favor of removing the parking restriction on the 1200 block of Swift.
Jordan Gerber	1209 Swift	X		EMAIL: I am the director of military programs for Badger Ordnance. We're a manufacturing and engineering company who primarily deals with and supports U.S. Military and Government clients. We are located at 1209 Swift st. We at Badger Ordnance are in favor of these proposed changes in parking time restriction. Since the restrictions came into effect we've had nothing but issues with the time restrictions both for our clients and employees. We've also heard nothing but negative comments from other businesses in the immediate area. Thank you for your time and have a wonderful day.
James & Linda Hopkins	1218 Swift		X	See attached letter

Feedback Summary

Name	Address	In Favor	Opposed	Comments
Lonnie Williams	1224 Swift	X		EMAIL: There are 15+ employees that work at Fastenal on 1224 Swift Ave. We are all in favor of removing the public parking time restrictions South of 16th St as proposed.
Ryan McKeel	1225 Swift	X		EMAIL: I appreciate the notice that was sent last week in regards to the proposed changes for the parking restrictions on Swift. I would like to provide our support for these changes and why. Since SEI has moved our KC operations to 1225 Swift St we have seen an increase in foot traffic into our office. This has been mainly due to the excellent curb appeal North KC has offered and the family feel the community has here. The ability to allow customers and potential customers to park in front of our office would be a huge help to us when it comes to front door service and welcoming them into our main entrance. Right now they must park in our south parking area which leads to a small employee entrance and is nowhere near our reception desk. It so much more welcoming to our customers if they can come into our showcase entry way where they can be welcomed properly. As for time limits, it can be cumbersome to have to deal with this while we have meetings and or trainings that could exceed the time limit. Please let me know if there are any other details you may need.
Thomas Manners	1230, 1232, 1246 Swift	X		PHONE: In favor of proposed changes.
Joe Huffaker	1247 Swift	X		PHONE: In favor the the proposed changes. See no need to parking time limits.
Pat Burfeind	1401 & 1403 Swift	X		EMAIL: Just wanted to let you know, I am in favor of the new parking plans
1500 Block of Swift				
Moirra Healy	1533 Swift	X		EMAIL: I'm glad to see the City is considering removing the time restrictions of parking around our location. We have very little foot traffic and we park in the back of our building so we actually don't use the spaces out front. But we used to until one of us got a ticket for parking there. We are certainly in favor of the city removing the time limit restriction.

Feedback Summary

Name	Address	In Favor	Opposed	Comments
William Ragan	1529, 1531, 1535, 1561 Swift		X	EMAIL: I am sending this to protest the change of 2 hour parking in front of our businesses @ 1529, 1535, & 1561 Swift. We own the buildings and it would be detrimental to our businesses if people could park there all day.
Bob Camarena	1557 Swift		X	EMAIL: owner of KC Pond. I read the proposed change letter and I cannot tell whether the city intends to "remove" our 2 hr limit we have for the 4 parking spaces in front of us and A & N Hardware. It looks like they plan to remove the limit further south around 1625 which by the way is where LSI Staffing is moving to. We continue to have problems with people parking in the 4 spaces, sometimes for hours, (many going into LSI,) and I strongly request the city leave the 2 hour limit in front of our businesses. We even get people going into the corner building at 1600 and parking in those spaces for several hours. Clearly, LSI gets the most long term parking on our side of the street as A & N has a paved lot in back that we do not. We would appreciate the city leaving the 2 hour limit in front of our business.
2100 Block of Swift				
Steve	2114 Swift		X	PHONE: Does not see the need for restricted parking times on Swift between 21st and 23 Ave
Resident	2126 Swift		X	PHONE: Does not think a 2 hour restriction would be good because the area is so residential.



and Catering, Inc.

**1218 Swift
North Kansas City, MO 64116
(816) 221-2535
(816) 221-2606 Fax**

December 21, 2018

Sara Copeland
Community Development Director
City of North Kansas City
2010 Howell Street
North Kansas City, MO 64116

Dear Ms. Copeland:


Below you will find our concerns and observations regarding the parking on Swift Street between 12th and 13th streets.

- The City incurred considerable expense when acquiring the property at 13th and Clay to build the public parking lot located there.
- The City should encourage businesses to encourage their employees to park in the public lot so business customers can park on the street. Several businesses located between 12th and 13th streets have customers in and out throughout the day (for example, Fastenal, DSN, Furniture Solutions, Badger Ordnance, Cliff & Bob's Automotive, and of course, Smokin' Guns BBQ).
- Since the time limits were established, the "enforcement" has been inconsistent, at best. We have observed inconsistent time monitoring (for example, seeing parking patrol for the first time in a day at 2:30 in the afternoon); calling businesses to let them know a car is about to get ticketed so the owner of the car can move the car to escape the ticket; parking patrol driving so fast down Swift that no marking of tires for time monitoring can even be completed; and, parking patrol personnel going into businesses to talk for 20 minutes or more at a time while on the job;
- Too many businesses have no off-street parking for their employees and when those employees use the street parking, it leaves little or no parking for customers of other local businesses.
- North Kansas City is too diverse for a single master parking plan, in our opinion.

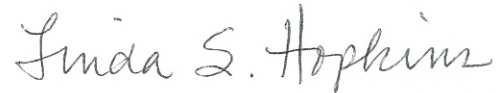
- Parking patrol spending time monitoring cars parked on Clay Street.
- Certain neighbors park in front of our building out of spite (because we asked for the 2-hour limit) and stay there for hours because they know they won't be ticketed.
- As a business owner who pays taxes to the city, and has incurred considerable expenses by providing our own off street parking, we would like to see an equitable solution to this issue, something that would benefit all businesses.

If you have any questions, please call us at 816-221-2535. Thank you.

Sincerely,



James P. Hopkins
Owner and President &
NKC Resident



Linda S. Hopkins
Owner and Vice President &
NKC Resident



TO: Sara Copeland and Mallory Brown

FROM: Owner of 104 Armour Rd

DATE: December 18, 2018

RE: Proposed Public Parking Time Restriction Changes

We cannot stress how much we disagree with the proposed changes to the street parking along Armour Road. Our building is only occupied by offices and the parking is taken up usually by those office users who work all day. Best we can tell the need for 2 hour parking is nonexistent and would be a great inconvenience to our employees. We strongly urge the City to not consider changing the parking restrictions.

If you have any questions, feel free to call me at 816-877-0819 or email at dbailey@maxusprop.com

Sincerely,

A handwritten signature in black ink, appearing to read "Doug Bailey", with a stylized flourish at the end.

Doug Bailey
Commercial Asset and Budget Manager

Cc: Homer Williams, Principal, Williams, Spurgeon, Kuhl & Freshnock

MEMORANDUM



TO: Mayor and City Council

FROM: Kim Nakahodo, Assistant City Administrator

DATE: January 15, 2019

RE: Proposed Code Amendments – Chapter 5.04 “Business License Generally”

On December 4, 2018, the City Council hosted a work session to discuss the City’s business license process and a few proposed code amendments. At the conclusion of the work session, the City Council directed staff to bring forward the proposed amendments for formal Council consideration.

The proposed amendments to Chapter 5.04 “Business License Generally” include the following actions (new or deleted language shown in red):

- Amends Section 5.04.020(A) as follows: *License Required. There is levied, and the ~~city collector city staff~~ shall hereafter collect, license taxes as provided in this chapter from any person engaged in business in the city, and it shall be unlawful for any person to engage in business in the city without first having obtained a license therefor and having made all reports and paid all license taxes due in accordance with the terms of this chapter. ~~Any person operating a business without an occupational license shall, upon conviction, be fined the sum of fifty dollars (\$50.00).~~ and as mandated by the State of Missouri. Any person operating a business without a business license shall upon conviction be fined in accordance with the penalty provisions as provided in Section 1.16.010.*

Staff proposes amending the fine schedule from \$50 to the penalty provisions as provided in Section 1.16.010 (Attachment A). This proposed amendment would create consistency in City violation fines and allow for continuing violation penalties if compliance does not occur. The current system allows non-compliant businesses to pay the fine without ever obtaining a business license.

- Amends Section 5.04.210 as follows: *[Penalty for delay in payment of license tax] - When delinquent for ~~ninety sixty~~ days — When expiration is on December thirty-first. Whenever any license tax, is fixed in this chapter, shall have remained delinquent for ~~ninety sixty (90)~~ (60) days, the penalty provisions as provided in Section 1.16.010 shall apply; provided, that for all licenses which expire on December thirty-first of any year and remain delinquent, the penalties as provided in Section 1.16.010 shall apply on April first thereafter.*

Staff recommends amending the delinquent schedule from ninety (90) days to sixty (60) days. The current timeline allows for non-compliant businesses to operate for four months (90 days plus 30 days after Police Department site visit) before the first GOS ticket is issued. Staff is requesting this timeline be reduced to three months (60 days plus 30 days after the Police Department site visit). Staff's goal with this proposed timeline would be to bring non-compliant businesses into good standing before the end of the calendar year.

- Removes Section 5.04.240 as follows: ~~*Any person who, as agent, servant or employee of any person, shall knowingly be employed in or assist in the conduct of any business in the city upon which a license has not been procured or upon which a license tax has not been paid, as provided under this chapter, shall be deemed guilty of a misdemeanor.*~~

Staff, the City Prosecutor, and the Municipal Court Judge have determined that this section cannot be successfully prosecuted.

Staff believes that these changes will be effective in reducing the number of businesses that do not obtain business licenses as required by the City Code, while providing for due process and treating all businesses that operate in the city equitably.

Staff is currently in the 2019 Business License renewal process. These proposed amendment changes were considered after the 2019 Business License renewal letters were mailed to businesses. With this in mind, staff recommends an effective date of June 30, 2019. This would preserve the original timelines for the 2019 Business License process (90-days to renew), but activates the penalties as provided in Section 1.16.010 after six months of non-compliance.

Attachment:

- City Code Section 1.16.010

1.16.010 - General penalty—Continuing violations.

- A. Except as hereinafter provided, whenever in this code or in any other ordinance of the city or in any rule, regulation or order promulgated pursuant to such code or other ordinance of the city an act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in such code or in such other city ordinance, rule, regulation or order the doing of any act is required or the failure to do any act is declared to be unlawful, where no specific penalty is provided therefor, the violation of any such provision of this code or of any other ordinance of the city or of any rule, regulation or order promulgated pursuant to such code or other city ordinance shall be punished by a fine not exceeding five hundred dollars (\$500.00), or by imprisonment for a period not exceeding three months, or by both such fine and imprisonment and the costs of suit, together with judgment for imprisonment, until the fine and costs are paid or satisfied.
- B. Whenever any provision of the Revised Statutes of Missouri or other statute of the state limits the authority of the city to punish the violation of any particular provision of this code or other city ordinance or rule, regulation or order promulgated pursuant thereto to a fine of less amount than provided in this section or imprisonment for a shorter term than that provided in this section, then the violation of such particular provision of this code or other city ordinance, rule, regulation or order shall be punished by the imposition of not more than the maximum fine or imprisonment so authorized or by both such fine or imprisonment.
- C. Each day any violation of this code or any other city ordinance or rule, regulation or order promulgated pursuant thereto shall continue shall constitute a separate offense, unless otherwise provided.

(Prior code § 1-8)

AN ORDINANCE AMENDING CHAPTER 5.04, “BUSINESS LICENSES GENERALLY,” OF THE CODE OF THE CITY OF NORTH KANSAS CITY, MISSOURI.

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

WHEREAS, the Legislature of the State of Missouri has in MO. REV. STAT. § 77.260, delegated the responsibility to local governmental units, including the City, to adopt business license standards and regulations; and

WHEREAS, the City Council desires to amend Chapter 5.04, “Business Licenses Generally” of the Code of the City of North Kansas City, Missouri.

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

Section 1. Section 5.04.020.A of Chapter 5.04, “Business Licenses Generally,” of Title 5, “Business Licenses and Regulations,” of the Code of the City of North Kansas City, Missouri (the “**City Code**”), is hereby amended by repealing the current paragraph A of § 5.04.020 and enacting in lieu thereof a new paragraph A of § 5.04.020, which shall read and provide as follows:

5.04.020 License, license tax and reports prerequisite to doing business, etc.

A. *License Required.* There is levied, and the city staff shall hereafter collect, license taxes as provided in this chapter from any person engaged in business in the city, and it shall be unlawful for any person to engage in business in the city without first having obtained a license therefor and having made all reports and paid all license taxes due in accordance with the terms of this chapter and as mandated by the State of Missouri. Any person operating a business without a business license shall upon conviction be fined in accordance with the penalty provisions as provided in Section 1.16.010.

[The remainder of the existing § 5.04.020 shall remain in full force and effect and shall not be affected by this change.]

Section 2. Section 5.04.210 of Chapter 5.04, “Business Licenses Generally,” of Title 5, “Business Licenses and Regulations,” of the City Code is hereby amended to read and provide as follows:

5.04.210 Same—When delinquent for sixty days—When expiration is on December thirty-first.

Whenever any license tax, is fixed in this chapter, shall have remained delinquent for sixty (60) days, the penalty provisions as provided in Section 1.16.010 shall apply; provided, that for all licenses which expire on December thirty-first of any year and remain delinquent, the penalties as provided in Section 1.16.010 shall apply on April first thereafter.

Section 3. Section 5.04.240 of Chapter 5.04, “Business Licenses Generally,” of Title 5, “Business Licenses and Regulations,” of the City Code is hereby repealed in its entirety.

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 become effective and be in full force and effect on June 30, 2019.

PASSED this 15th day of January, 2019.

Don Stielow, *Mayor*

ATTEST:

Crystal Doss, *City Clerk*

APPROVED this 15th day of January, 2019.

Don Stielow, *Mayor*

APPROVED AS TO FORM:

Anthony Bologna, *City Attorney*

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

MEMORANDUM



TO: Mayor and City Council

FROM: Eric Berlin, City Administrator

DATE: January 15, 2019

RE: Allocation of Harrah's Charitable Fund Contribution

The City's ground lease with Harrah's Casino provides that Harrah's North Kansas City will make a charitable contribution to qualified charitable organizations that provide services or other benefits to residents of the City. The charitable contribution is the greater of one percent of Harrah's net operating income for the last fiscal year or \$100,000. (For this year, Harrah's has advised that the amount shall be \$100,000.) At its special meeting on January 18, 2019, the City Council met, reviewed the applications, and determined allocations for applying organizations which are now before the Council for formal approval. The list of proposed allocations is attached. Council is requested to approve the list of organizations and amounts for the 2019 Harrah's Charitable Contribution.

APPLICATIONS - HARRAH'S CHARITABLE FUND

2019 DISTRIBUTIONS

	Amount Requested In	Amount Received In	Amount Requesting	Amount Recommended
<u>Community Service -</u>				
1. In As Much Ministry				
Project: Client Services	\$ 4,000	\$ 3,000	\$ 4,000	\$ 2,000
2. First Christian Church of NKC				
Project: Free Lunch Wednesday	\$ 7,500	\$ 6,000	\$ 7,500	\$ 3,000
3. Firefighters Community Service Organization of NKC				
Project: Community Service Organization	\$ 18,000	\$ 14,000	\$ 20,000	\$ 15,000
4. Northland Christmas Store				
Project: Northland Christmas Store	\$ 7,500	\$ 2,000	\$ 10,000	\$ 2,000
5. 5 Star Jazz Band				
Project: 5 Star Jazz Band	\$ 1,500	\$ 600	\$ 2,500	\$ 1,000
6. St. Charles/St. Vincent de Paul Food Pantry				
Project: Food Pantry	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000

	Amount Requested In	Amount Received In	Amount Requesting	Amount Recommended
7. Northland Assistance Center				
Project: Extending a Helping Hand	\$ 7,500	\$ 6,000	\$ 7,500	\$ 7,000
8. Northland Symphony Orchestra Assn.				
Project: Pine Ridge Concert	\$ -	\$ -	\$ 1,000	\$ -
9. First Baptist Church of NKC				
Project: Together Around the Table	\$ -	\$ -	\$ 25,000	\$ 5,000
10. A Turning Point				
Project: Food Pantry	\$ -	\$ -	\$ 3,000	\$ 2,000
<u>Medical Services</u>				
11. Miles of Smiles, Inc.				
Project: Safety Net Dental Care for Children	\$ 7,000	\$ 6,000	\$ 7,000	\$ 7,000
12. Northland Health Care Access				
Project: Access to Care	\$ 10,000	\$ 4,000	\$ 10,000	\$ 2,000
13. Life Unlimited, Inc.				
Project: Emergency Medical Program	\$ -	\$ -	\$ 15,000	\$ 5,000

	Amount Requested In	Amount Received In	Amount Requesting	Amount Recommended
<u>Schools</u>				
14. Briarcliff Elementary PTA				
Project: Cafeteria Upgrade	\$ 6,200	\$ 3,000	\$ 10,000	\$ 1,000
15. Crestview Elementary School				
Project: Crestview After School Program	\$ 5,000	\$ 2,000	\$ 5,000	\$ 1,000
16. NKC High School Library Media Center				
Project: Makerspace	\$ 1,000	\$ -	\$ 1,000	\$ -
<u>Service Organizations -</u>				
17. North Kansas City Rotary Charitable Fund, Inc.				
Project: NKC Rotary Engagement	\$ 5,000	\$ 3,000	\$ 10,000	\$ 6,000
18. Vocational Services, Inc.				
Project: Site Improvement	\$ 1,400	\$ 1,400	\$ 5,000	\$ 2,000
19. MU Extension Clay County				
Project: Free MU Extension Classes	\$ -	\$ -	\$ 7,000	\$ 2,000

	Amount Requested In	Amount Received In	Amount Requesting	Amount Recommended
<u>Social Services -</u>				
20. Friends of Clay County CASA, Inc.				
Project: Normalcy for Foster Children	\$ 6,000	\$ 4,000	\$ 6,000	\$ 3,000
21. Transitions Family Visitation Center				
Project: Supervised Visitation & Safe Exchange Program	\$ 8,000	\$ 4,000	\$ 8,000	\$ 2,000
22. St. Patrick's Nottingham Society				
Project: Nottingham Fund	\$ 4,000	\$ 4,000	\$ 6,000	\$ 4,000
23. Hillcrest Ministries of Mid-America				
Project: Rapid ReHousing for NKC Homeless	\$ 15,000	\$ 5,000	\$ 15,000	\$ 2,000
24. Assistance League of Kansas City				
Project: Operation School Bell/Child in Need	\$ 10,000	\$ 3,000	\$ 10,000	\$ 4,000
25. Metropolitan Lutheran Ministry				
Project: Homeless and Emergency Assistance	\$ -	\$ -	\$ 10,000	\$ 5,000

	Amount Requested In	Amount Received In	Amount Requesting	Amount Recommended
<u>Other Services -</u>				
26. Feed Northland Kids				
Project: Northland BackSnack Support	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000
27. The Rabbit hOle				
Project: Title 1 School Scholarships	\$ -	\$ -	\$ 10,000	\$ 2,000
28. Clay County 4-H				
Project: 4-H in NKC School District	\$ -	\$ -	\$ 2,000	\$ 1,000
TOTAL ELIGIBLE REQUESTS			\$ 231,500	\$ 100,000

MEMORANDUM



TO: Mayor and City Council

FROM: Eric Berlin, City Administrator

DATE: January 15, 2019

RE: City Strategic Plan

In June, 2018, the City Council conducted a strategic planning process with the assistance of Shockey Consulting. The consultant provided staff a document summarizing the discussion and basic goals agreed upon following the session. Using the summary provided by the consultant following the session, staff has worked to develop the draft document containing broad goals to guide the City over the next 2-3 years, objectives to work toward in achieving these goals, and specific action steps for accomplishing the objectives.

At its work session of January 2, 2019 the City Council considered the draft Strategic Plan to guide the City over the next few years, and instructed staff to present a final draft for approval at this meeting. A resolution adopting the Strategic Plan has been prepared for Council approval.

RESOLUTION NO. 19-004

A RESOLUTION ADOPTING A CITY STRATEGIC PLAN

WHEREAS, the North Kansas City Governing Body and Management Team conducted a strategic planning exercise in June, 2018, facilitated by Shockey Consulting; and

WHEREAS, the goals of the session were to strengthen the working relationships among members of the governing body and staff; develop a vision and key focus areas for North Kansas City; and identify goals and objectives for 2016 and beyond to move the City closer to its vision; and

WHEREAS, during the course of the session the participants determined key focus areas and objectives to accomplish within those focus areas; and

WHEREAS, the Governing Body wishes to build upon the work accomplished at the strategic planning session and monitor the City's progress toward achieving the goals and objectives for which there was consensus during the session;

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

Section 1. The City Council accepts and adopts the 2019 Strategic Plan attached hereto as Exhibit A.

Section 2. The City Council directs staff to provide periodic reports on the progress being made in accomplishing those goals and objectives.

Section 3. 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 January, 2019.

CITY OF NORTH KANSAS CITY, MISSOURI

Don Stielow, *Mayor*

/ATTEST:

Crystal Doss, *City Clerk*

Strategic Plan 2019

Vision Statement (Adopted 2016): We are vibrant, urban village with a great sense of community that is reinventing itself. We are a safe, welcoming city with great amenities where people choose to be.

A. Goal: Preserve and enhance local identity, uniqueness and community connections.

Objectives:

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.
 - b. Refresh the downtown streetscape, including new lighting and landscaping.
2. Pursue police visibility and engagement.
 - a. Maximize the benefit of the Community Oriented Policing Officers alternative patrol methods such as the bicycles and ATVs.
 - b. Seek opportunities for patrol officers to engage with citizens during their routine patrol duties.
 - c. Partner with the Fire department on Active Shooter/Stop the Bleed classes for the business community.
3. Deliver family-oriented activities.
 - a. Through the Parks and Recreation Department, conduct numerous special events for seniors, youths and people of all ages.
 - b. Through the Parks and Recreation Department, conduct recreational athletic leagues for all ages.

- c. Through the North Kansas City Library, conduct numerous events and classes for people of all ages.
 - d. Through the Police Department, conduct Coffee with a Cop or similar events.
- 4. Look for opportunities to implement placemaking.
 - a. Include landscaping and decorative crosswalks in Armour Road Complete Street plans.
 - b. Incorporate placemaking into Burlington Corridor improvements, such as Armour Plaza improvements.
 - c. Evaluate and implement improvements to Town Square that provide enhanced benefits to the NKC community.
- 5. Communicate with and about the NKC community, using the following tools:
 - a. City Quarterly Newsletter
 - b. City Website
 - c. Textcaster
 - d. Nixle
 - e. Social Media – Facebook, Twitter, Instagram
 - f. Media Releases
 - g. Video
 - h. Presentations to Community Groups
 - i. Event Hosting
- 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.
 - b. Implement the wayfinding sign plan that has been approved by the City Council.

7. Update the zoning ordinance.
 - a. Hold public meetings to present proposed changes and gather feedback from the community.
 - b. Update design guidelines to encourage development that continues NKC's identity and uniqueness.
 - c. Provide support to business and property owners in transitioning to the new zoning ordinance.

B. Goal: Provide a variety of quality housing options, styles and price ranges.

Objectives:

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
 - b. City-owned property in Northgate
 - c. City-owned property at 18th and Swift
 - d. Area in One North designated for apartments
2. Continue implementation of the City Master Plan's housing-related items.
3. Improve the quality of the City's housing stock.
 - a. Implement Landlord Registration and Abandoned Building Registration programs
 - b. Adopt the 2018 IBC Codes

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.
 - b. Monitor affordable housing data for North Kansas City.
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.
 - b. Explore a program to encourage property owners to upgrade aging household electrical systems.

C. Goal: Pursue economic growth

Objectives:

1. Build partnerships with existing businesses and business organizations.
 - a. Maintain the City's ongoing relationship with the North Kansas City Business Council.
 - b. Grow the City's relationships with:
 - i. Northland Regional Chamber of Commerce
 - ii. River North
 - iii. iWerx
 - iv. Northland CAPS Program
2. Pursue/encourage adaptive reuse opportunities.
 - a. Continue to hold pre-development meetings with developers, businesses, and property owners considering adaptive reuse projects.
 - b. Provide support to business and property owners in transitioning to the new zoning ordinance.

3. Market the City's economic strengths.
 - a. Leverage the City's Opportunity Zone designation.
 - b. Update the City's marketing materials
 1. New promotional photos
 2. New Economic Development brochures
4. Promote new development/redevelopment opportunities. Areas of focus will include:
 - a. One North Redevelopment Area
 - b. Northgate
 - c. 18th & Swift
 - d. 1007 Armour
5. Work with existing economic development agencies, including:
 - a. Clay County EDC
 - b. Kansas City Area Development Council
 - c. Square One Business Services
 - d. KCSOURCELINK
 - e. Missouri Department of Economic Development
6. Encourage retail development.
 - a. Work to improve the variety and quality of grocery items available in the community.

- b. Work with the One North master developer to attract retail to the development.
 - c. Work with a chosen developer to partner on a project to develop housing and retail on the City-owned property at 18th & Swift.
 - d. Evaluate how the City might encourage sidewalk dining in the downtown area.
7. Support North Kansas City's visitor and entertainment industry.
- a. VisitKC membership
 - b. NKCNow
 - c. ExploreNKC website/steering committee/maps
 - d. Consider establishing a City sponsorship program for events that bring visitors.

D. Goal: Deliver sustainable and high-quality infrastructure, public facilities and transportation services.

Objectives:

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.
 - b. Make improvements to the bicycle infrastructure network that integrates with other modes of transportation through the City.
 - c. Develop and adopt the Bicycle Master Plan.
2. Evaluate "smart city" technologies to identify opportunities that might benefit North Kansas City.

3. Look for opportunities to provide alternatives to the City's existing mass transit system.
4. Maintain existing public infrastructure and facilities.
 - a. Provide an annual "report card" on the state of the City's infrastructure.
 - b. Work with North Kansas City Special Road District to identify street improvements that are necessary or desirable.
 - c. Complete the public facility and infrastructure projects that are in the 2019 – 2023 Capital Improvement Program, including:
 - Armour Road Complete Street
 - Gateway Signage
 - Rabbit Hole Parking
 - Wayfinding Signage
 - City Hall "Face Lift"
 - Replace Rooftop HVAC Units
 - Replace City Hall Concrete Drives
 - Community Development Remodeling
 - 16th Avenue Bicycle Lanes
 - Walker Intersection Improvements
 - Burlington Street Corridor Improvements
 - Downtown Streetscape
 - Water Treatment Plant Improvements
 - Curb/Sidewalk/Drainage Maintenance
 - Northgate Alley Repairs
 - Salt Dome Repairs
 - Drainage Improvements – W. 12th Avenue
 - Drainage Improvements – 1100 Block of Gentry

E. Goal: Maintain an organization that provides excellent public services and operates in a financially sustainable manner.

Objectives:

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.
 - b. Regularly assess and update General Fund recovery from other budget funds.
 - c. Update water and sewer rates annually to ensure an adequate fund balance and being prepared for future needs.
 - d. Maintain appropriate fund balances in each fund to ensure the City is prepared for an economically catastrophic event.
 - e. Identify and apply for grant opportunities available to assist funding public services.
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.
 - b. Recognize employees for work well done.
 - c. Put on events that allow City employees across departments to get to know each other better.
 - d. Ensure that employees are properly trained to perform their jobs.
 - e. Maintain the physical space of employees to allow for the comfortable and efficient provision of City services.
 - f. Properly equip employees to do the work with which they are charged.
3. Develop succession plans for City departments.

- a. Have each department head assess his/her leadership team and devise a plan for succession.
- b. Have each department head work with his/her leadership team to develop personal goals to allow for career advancement.

MEMORANDUM



TO: Eric Berlin
FROM: Stephen Roberts
DATE: January 15, 2019
RE: Approval of Mobile Data Terminal (MDT) Purchase

Budget Authority: FY 2019 Gaming Fund: \$50,000
This Purchase: \$47,500

The FY 2019 Gaming Fund Budget includes funds to replace the Mobile Data Terminals (MDTs) in the Police Vehicles. To facilitate the purchase, staff worked with Panasonic and was able to obtain pricing from a purchasing contract with the Jasper County Sheriff's Office (Contract# JCSO 2017-008: Computers and Network Technology). The contract price represents the best price from a previously bid contract with the Jasper County Sheriff's Office and is serviced by Turn-Key Mobile, Inc. The cost for the MDTs is \$47,500 and the quote is attached for reference. Staff is requesting Council approval to move forward with the purchase.



Turn-Key Mobile, Inc.

210 Prodo Drive
Jefferson City, MO 65109

573-893-9888 Office 314-754-9794 Fax

Proposal

Date	Proposal #
1/7/2019	22572

Name / Address
City of North Kansas City 2010 Howell St. North Kansas City, MO 64116

Sales Rep	Prepared By	PO #	Accepted By
BH	Terry		

Item	Description	Qty	Rate	Total
CF-33LE-02VM	Panasonic Public Sector Specific, Win10 Pro, Intel Core i5-7300U 2.60GHz, vPro, 12.0" QHD Gloved Multi Touch+Digitizer, 8GB, 256GB SSD, Intel WiFi a/b/g/n/ac, TPM 2.0, Bluetooth, Dual Pass (Upper:WWAN/Lower:dGPS), 4G LTE Multi Carrier (EM7455), dGPS, Infrared Webcam, 8MP Cam, Contactless SmartCard, Toughbook Preferred, 3 Year ProService Premier Deployment Service, TabletPC ProPlus Warranty, 256 SSD no return service, and Custom BIOS.	8	3,200.00	25,600.00
CF-33LE-12VM	Panasonic Public Sector Specific, Win10 Pro, Intel Core i7-7600U 2.80GHz, vPro, 12.0" QHD Gloved Multi Touch+Digitizer, 16GB, 512GB SSD, Intel WiFi a/b/g/n/ac, TPM 2.0, Bluetooth, Dual Pass (Upper:WWAN/Lower:dGPS), 4G LTE Multi Carrier (EM7455),dGPS, Infrared Webcam, 8MP Cam, Contactless SmartCard, 2D Bar Laser (N6603), Toughbook Preferred, 3 Year ProService Premier Deployment Service, TabletPC ProPlus Warranty, 512 SSD no return service, and Custom BIOS.	2	4,100.00	8,200.00
H-33-TVD0-L-LND	Panasonic HAVIS CF-33 TABLET PREMIUM VEHICLE DOCK (NO PASS) TABLET ONLY WITH LIND POWER SUPPLY. USB 2.0 (4), USB 3.0 (2), SERIAL, ETHERNET (2), HDMI, VGA, DOCKING CONNECTOR, POWER, RELEASE LEVER, LOCK (KEYED ALIKE).	10	778.00	7,780.00
CF-SVCPSY5	Panasonic Service Bundle 4th and 5th years Public Safety Service Bundle Add on (Year 4 & 5 only). Must be purchased in conjunction with PS bundle base unit.Includes Premier, Protection Plus, Customer Portal, Disk Image Management, HDD No Return	10	592.00	5,920.00
Contract-Jasper County	Jasper County Sheriff's Office Contract # JCSO 2017-008 (Computers and Network Technology)			0.00

Proposals are good for 30 days. Please ask your rep for updated pricing and availability.	Total	\$47,500.00
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Shipping is included.

Signature _____

MEMORANDUM



TO: Honorable Mayor Stielow & City Council Members

FROM: Pat Hawver, Director of Public Works

DATE: January 15, 2019

RE: Resolution – Musselman and Hall Contract Renewal

The City's contract with Musselman and Hall for concrete repairs was approved by Council on January 17, 2017. The term of the contract is for one year, and it can be renewed for up to three additional one-year periods with approval by the City Council. The Council approved a one-year contract renewal on January 16, 2018. Musselman and Hall has requested a second, and final, one-year renewal that would include an approximate 2.5% increase to the 2018 hourly rates. In addition, a \$2.00 per hour increase from the 2017 equipment rates has been requested. Staff deems these increases to be reasonable.

The Public Works staff is pleased with the concrete repair work Musselman and Hall has performed during the first two years of their contract and recommends the approval of a one-year extension to their contract to continue their services. A resolution authorizing a one-year extension to the contract with Musselman and Hall has been prepared for consideration of approval by the City Council.

RESOLUTION NO. 19-001

A RESOLUTION APPROVING SECOND AMENDMENT TO CONTRACT WITH MUSSELMAN & HALL CONTRACTORS, LLC, FOR CONSTRUCTION OF VARIOUS CONCRETE PROJECTS

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 by Resolution No. 17-007 adopted and approved a certain Contract Services Agreement for Concrete Repair, Replacement and Construction Projects (the “**Agreement**”) between the City and Musselman & Hall, LLC (“**Contractor**”), which was subsequently amended by passage of Resolution No. 18-001 on January 2, 2018; and

WHEREAS, the City and the Contractor entered into the Agreement dated as of January 26, 2017, with the Initial Term ending on December 31, 2017 and the first Renewal Term ending December 31, 2018; and

WHEREAS, the Agreement provides that “[b]y action of the City Council, the City may extend the term of [the] Agreement for up to two (2) additional one (1) year periods”; and

WHEREAS, the City and the Contractor mutually agree to extend the term of the Agreement by one additional year, such being the final renewal term under the Agreement; and

WHEREAS, the Agreement provides that “subject to the prior written approval by the City Council, the Contractor’s Hourly Rate Schedule shall be subject to an annual adjustment.”

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

Section 1. Approving Second Renewal of Agreement. The City Council does hereby find and determine that it is in the best interest of the City of North Kansas City, Missouri, to exercise, authorize and approve the Second Amendment to Contract Services Agreement for Concrete Repair, Replacement and Construction Projects (the “**Second Amendment**”) with Musselman & Hall Contractors, LLC, by and between the City and the Contractor, which Second Amendment shall be in substantially the form of Exhibit 1, attached hereto and incorporated herein by reference. The purpose of the Second Amendment is to have the Contractor to continue to provide to the City on-call concrete repair, replacement and construction services. Payment of the appropriate compensation for the Second Amendment is hereby authorized and approved. The City Council hereby approves the increase in compensation to be paid to the Contractor as set out in the Contractor’s Hourly Rate Schedule attached to the Second Amendment, marked Exhibit “A-2” and incorporated herein by reference.

Section 2. Second Extension of Agreement. The City Council hereby authorizes the City to extend the term of the Agreement with the Contractor for one (1) year—this

being the second and final renewal term provided for in the Agreement—with said one year period running from January 2, 2019 through December 31, 2019.

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 January, 2019.

Donald Stielow, *Mayor*

ATTEST:

Crystal Doss, *City Clerk*

EXHIBIT “1”

SECOND AMENDMENT TO CONTRACT SERVICES AGREEMENT

THIS SECOND AMENDMENT TO CONTRACT SERVICES AGREEMENT

(this “**Second Amendment**”) is to that certain Contract Services Agreement for Concrete Repair, Replacement and Construction Projects dated the 26th day of January, 2017 (the “**Agreement**”), by and between the CITY OF NORTH KANSAS CITY, MISSOURI, a Missouri municipal corporation (the “**City**”), and MUSSELMAN & HALL CONTRACTORS, LLC (the “**Contractor**”), as previously amended by the First Amendment to Contract Services Agreement dated January 9, 2018, for certain on-call services as described in the Agreement.

IT IS HEREBY UNDERSTOOD and agreed by the City and the Contractor that the Agreement, as previously amended, is presently in full force and effect and shall continue in full force and effect through the end of the term described in this Second Amendment, unless otherwise terminated or extended pursuant to the terms of the Agreement.

IT IS FURTHER UNDERSTOOD and agreed by the City and the Contractor that the following changes are incorporated into and made a part of the Agreement:

2.6 Prevailing Wages. All labor utilized in the work of the aforementioned services shall be paid a wage of no less than the “prevailing hourly rate of wages” for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. A copy of the Annual Wage Order No. 25 for Clay County, prepared by the Missouri Division of Labor Standards, is attached hereto, marked Exhibit “D” and incorporated herein by reference.

Renewal Term. As provided for in Section 5.2 of the Agreement, the City having duly exercised its option to renew the Agreement for an additional one (1) year period, the parties hereby mutually agree to extend the Term of the Agreement through and including December 31, 2019.

Compensation Adjustment: As provided for in Section 2.7 of the Agreement, the Contractor, subject to the prior written approval by the City Council, may receive an adjustment in the compensation paid under the Agreement. The City and the Contractor hereby agree to the adjustment in the compensation as set forth in Exhibit A-2 to

this Second Amendment. This compensation adjustment shall become effective on January 2, 2019, for all work performed beginning on January 3, 2019 and continuing thereafter until the Agreement is terminated or until further written agreement of the parties.

FULL FORCE AND EFFECT. Except as modified by this First Amendment, the Agreement between the City and the Contractor shall remain in full force and effect and all other terms and provisions of the Agreement are hereby reaffirmed and ratified.

DATED this _____ day of January, 2019.

(City)

CITY OF NORTH KANSAS CITY, MISSOURI
a Missouri municipal corporation

By _____
Don Stielow, *Mayor*

(Contractor)

MUSSELMAN & HALL CONTRACTORS, LLC
a Missouri limited liability company

By _____
Michael E. Morris, *President*

EXHIBIT “A-2”



December 20, 2018

Mr. Pat Hawver
City of North Kansas City
2010 Howell
North Kansas City, 64116

Re: Contract for: Concrete Repair, Replacement and Construction Work
City of North Kansas City, Missouri
Dated January 14, 2017

Dear Pat:

Section 2.7 of the above-referenced contract allows us to request an adjustment in the hourly labor rates listed under "Hourly Rate" on page 57, entitled Time, Material and Profit. Please accept this letter and the attached revised page 57 (dated 12/20/18) as our formal request for adjustment. The requested rate increases reflect a roughly 2-1/2% increase over last year's rates. This increase allows us to keep pace with the current Missouri Division of Labor Standards Annual Wage Order No. 25.

Additionally, a proposed revised page 58 is attached reflecting an across-the-board increase of \$2.00/hr on our equipment rates. This is the first increase we've requested in the equipment rates in the two years the contract has been in place. This increase allows us to keep pace with the ever-increasing cost of owning, maintaining and operating our fleet of equipment.

In addition to the proposed revised pages 57 and 58 (attached for your review), also attached is our standard Time and Materials/Unit Price Work billing spreadsheet which reflects the proposed hourly labor rates as well as equipment rates.

Let me know if you'd like to discuss this. I'm happy to come by and go over it with you at your convenience.

Thank you.

Michael E. Morris
President
Musselman & Hall Contractors, LLC

Musselman & Hall Contractors, LLC

*P.O. Box 300858
4922 East Blue Banks
Kansas City, MO 64130*

*Local (816) 861-1234
Fax (816) 861-1237
Toll Free 800-257-4255*

*Concrete • Asphalt • Railroad
Slurry Seal • Crack Seal • Milling
Decorative Stamped Concrete*

REVISED 12-20-18 *mm*

TIME, MATERIAL AND PROFIT
(List below or attach rate schedule)

All drainage structure work and any other concrete work not included in the line item pricing shall be charged on a time and material basis, plus a percentage of profit on materials. ✎

<u>DESCRIPTION</u>	<u>HOURLY RATE</u>
Laborer	<u>\$ 64.50</u> Per hour
Foreman	<u>\$ 85.50</u> Per hour
Finisher	<u>\$ 68.50</u> Per hour
Carpenter	<u>\$ 77.50</u> Per hour
Operator	<u>\$ 74.50</u> Per hour
Truck Driver	<u>\$ 66.50</u> Per hour
Other (specify): <u>FORM SETTER</u>	<u>\$ 66.00</u> Per hour

Profit added to material costs: 10 %

4. **BIDDER'S ACKNOWLEDGEMENTS**

- a. The Bidder declares that he has had an opportunity to generally examine the sites of the potential work and he has examined the Contract Documents therefore; that he has carefully prepared his Bid upon the basis thereof, that he has carefully examined and checked this Bid and the materials, equipment, and labor required thereunder, the cost thereof, and his figures therefor, and hereby states that the amount, or amounts, set forth in this Bid is, or are, correct and that no mistake or error has occurred in this Bid or in the Bidder's computations upon which this Bid is based, and the Bidder agrees that he will make no claim for reformation, modifications, revisions, or correction of this Bid after the scheduled closing time for the receipt of Bids.
- b. In submitting this Bid, it is agreed that it may not be withdrawn for a period of sixty (60) days after the scheduled closing time for receipt of Bids.
- c. The Bidder understands that the City of North Kansas City, Missouri reserves the right to reject any or all Bids and to waive any informalities in the bidding.
- d. Accompanying the Bid is the Bidder's Statement of Qualifications. Failure of Bidder to submit the Bidder's Statement of Qualifications with the Bid may void

* EQUIPMENT NOT INCLUDED IN HOURLY LABOR RATES. SEE ATTACHED EQUIPMENT RATE SHEET

Musselman & Hall Contractors, LLC

Bid For: North Kansas City- Concrete Construction Projects

Date: December 6, 2016

REVISED 12-20-18 *MEM*

Following is a list of equipment typically used on the time-and-materials portion of this bid. The associated hourly rates are the full billing rates and will be added to the time-and-materials invoice on a 'per hour of equipment actually used' basis.

Two ton dump truck w/trailer.....	\$ 59 ⁰⁰
Superintendent truck with small tools.....	\$ 34 ⁰⁰
Track Mounted Skid Steer Loader.....	\$ 58 ⁰⁰
Excavator.....	\$ 79 ⁰⁰
Jobsite Vehicle.....	\$ 32 ⁰⁰



Michael E. Morris, President

REVISED 12-20-18

Musselman and Hall Contractors

Time and Material/Unit Price Work

Pricing for: City of North Kansas City Missouri

Project #19199

Date: 20-Dec

Work Order #

M&H Activity Code:

Work Completed:

A. Wages	Craft	Shift	Hours	Rate	EXT
	Foreman	ST	0	\$85.50	\$0.00
		OT	0	\$112.00	\$0.00
	Laborer	ST	0	\$64.50	\$0.00
		OT	0	\$81.00	\$0.00
	Form Setter	ST	0	\$66.00	\$0.00
		OT	0	\$83.00	\$0.00
	Operator	ST	0	\$74.50	\$0.00
		OT	0	\$95.00	\$0.00
	Trk Driver	ST	0	\$66.50	\$0.00
		OT	0	\$83.00	\$0.00
	Carpenter	ST	0	\$77.50	\$0.00
		OT	0	\$100.00	\$0.00
	Finisher	ST	0	\$68.50	\$0.00
		OT	0	\$85.00	\$0.00
	Total Labor		0		\$0.00

B. Material/Sub/Rental	Qty.	Unit	Rate	EXT
Concrete	0	ls	\$0.00	\$0.00
Asphalt	0	ls	\$0.00	\$0.00
Winwater	0	ls	\$0.00	\$0.00
Dump Fees	0	ls	\$0.00	\$0.00
Styrofoam	0	ls	\$0.00	\$0.00
Inventory	0	ls	\$0.00	\$0.00
Misc.	0	ls	\$0.00	\$0.00
Misc.	0	ls	\$0.00	\$0.00
		Subtotal		\$0.00
Overhead/Profit		10 %		\$0.00
		Total Material		\$0.00

C. Equipment	Hours	Rate	EXT
2Ton Dump/Trailer	0	\$59.00	\$0.00
Supt.Truck/Tools	0	\$34.00	\$0.00
Track Skid Loader	0	\$58.00	\$0.00
Excavator	0	\$79.00	\$0.00
Jobsite Vehicle	0	\$32.00	\$0.00
Total Equipment	0		\$0.00

D. Unit Price Work	Units	Unit Price	EXT
4" Sidewalk Removal&Replaceme	0	\$9.00	\$0.00
New 4" Colored&Stamped Concre	0	\$12.00	\$0.00
New 4" Sidewalk(sf)	0	\$8.00	\$0.00
4" Handicap Ramp(sf)	0	\$15.00	\$0.00
4" Colored Concrete Rem&Replac	0	\$11.00	\$0.00
6" Driveway (non-reinforced)(sf)	0	\$11.00	\$0.00
8" Driveway (reinforced)(sf)	0	\$14.00	\$0.00
CG1 Curb(lf)	0	\$55.00	\$0.00
C1 Curb(lf)	0	\$55.00	\$0.00
Lazyback Curb(lf)	0	\$55.00	\$0.00
Total Unit Price Work			\$0.00

Total Amount Due (this work order)

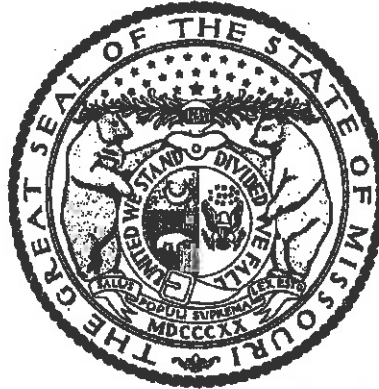
\$0.00

EXHIBIT “D”

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



ERIC R. GREITENS, Governor

Annual Wage Order No. 25

Section 024

CLAY COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Matt Cowell, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 9, 2018**

Last Date Objections May Be Filed: **April 9, 2018**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$38.12	52	53	\$25.75
Boilermaker	6/18		\$37.91	57	7	\$29.38
Bricklayer and Stone Mason	6/18		\$35.43	58	39	\$19.73
Carpenter	6/18		\$38.85	63	68	\$17.10
Cement Mason	6/18		\$31.71	65	4	\$19.67
Communication Technician			\$22.00	FED		\$11.78
Electrician (Inside Wireman)			\$38.53	13	72	\$18.17 + 10%
Electrician (Outside-Line Construction)\Lineman)	6/18		\$44.26	125	65	\$5.50 + 34.5%
Lineman Operator	6/18		\$40.91	125	65	\$5.50 + 34.5%
Groundman	6/18		\$28.53	125	65	\$5.50 + 34.5%
Elevator Constructor	6/18	a	\$46.91	26	54	\$34.355
Glazier	6/18		\$35.00	88	32	\$18.39
Ironworker	6/18		\$33.30	50	4	\$29.65
Laborer (Building):						
General	6/18		\$28.45	30	4	\$16.15
First Semi-Skilled	6/18		\$28.85	30	4	\$16.15
Second Semi-Skilled	6/18		\$29.25	30	4	\$16.15
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/18		\$36.51	46	67	\$17.10
Marble Mason			\$35.16	25	4	\$14.11
Marble Finisher			\$24.58	25	4	\$8.92
Millwright			USE CARPENTER RATE			
Operating Engineer						
Group I	6/18		\$38.74	85	4	\$18.02
Group II	6/18		\$37.93	85	4	\$18.02
Group III	6/18		\$32.38	85	4	\$18.02
Group III-A	6/18		\$36.59	85	4	\$18.02
Group IV						
Group V	6/18		\$33.98	85	4	\$18.02
Painter	6/18		\$30.14	37	4	\$17.16
Pile Driver			USE CARPENTER RATE			
Pipe Fitter			\$44.48	2	33	\$21.15
Plasterer	6/18		\$32.07	68	4	\$17.63
Plumber	6/18		\$45.34	45	33	\$21.89
Roofer \ Waterproofer	6/18		\$32.95	95	2	\$18.89
Sheet Metal Worker			\$40.90	17	22	\$22.99
Sprinkler Fitter - Fire Protection			\$37.74	14	4	\$20.02
Terrazzo Worker			\$35.16	25	4	\$14.11
Terrazzo Finisher			\$24.58	25	4	\$8.92
Tile Setter			\$35.16	25	4	\$14.11
Tile Finisher			\$24.58	25	4	\$8.92
Traffic Control Service Driver			\$15.35	48	49	\$2.71
Truck Driver-Teamster						
Group I			\$30.09	100	4	\$10.90
Group II			\$30.09	100	4	\$10.90
Group III			\$30.29	100	4	\$10.90
Group IV			\$30.29	100	4	\$10.90

Fringe Benefit Percentage is of the Basic Hourly Rate

**Annual Incremental Increase

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits

* Welders receive rate prescribed for the occupational title performing operation to which welding is incidental.

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

a - Vacation: Employees over 5 years - 8%; Employees under 5 years - 6%

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FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 2: Means the maximum of eight (8) hours shall constitute a day's work beginning at 8:00 a.m. to 12:00 noon, 12:30 p.m. to 4:30 p.m. The maximum work week shall be forty (40) hours beginning Monday at 8:00 a.m. and ending Friday at 4:30 p.m. Because of traffic, parking or other circumstances, the hours of work on any project may be any continuous 8½ hours period (8 hours of work plus 30 minutes for lunch) between 7:00 a.m. and 4:30 p.m. When circumstances warrant and when it is mutually beneficial and agreed to, the Employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of 7:00 a.m. and 6:00 p.m. Monday through Thursday, with one-half (½) hour allowed for a lunch period each day. Friday may be used as a make-up day. After ten (10) hours in a workday, or forty (40) hours in a workweek, overtime shall be paid at a rate of one and one-half (1½) times the regular rate of pay. Overtime performed Monday through Saturday shall be paid at the rate of one and one-half (1½) times the regular rate of pay. Sundays and recognized holidays shall be paid at the double (2) time rate of pay. Labor Day shall be paid at triple (3) time. Shift work may be performed at the option of the Contractor. However, whenever shift work is performed it must cover a period not less than (5) consecutive working days. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. In the event a first shift is not required, a second and third shift employee shall receive an additional 15% of the base rate and receive pay for actual hours worked.

NO. 13: Means a regular workday shall consist of eight (8) hours between 8:00 a.m. and 4:30 p.m. Forty (40) hours, within five (5) days – Monday through Friday inclusive – shall constitute the regular workweek. The Employer may alter the above stated hours by two (2) hours for an early starting and quitting time only, not to exceed eight (8) hours of work in any one day. When job conditions dictate and as required by the customer, the Employer shall be allowed to establish a four (4) day, ten (10) hour per day work week. This work week is defined as Monday through Thursday, with a Friday make-up day. The normal work day under a ten (10) hour four (4) day work week shall be from 7:00 a.m. to 6:00 p.m., with a one hour starting variance. The make-up day of Friday shall be instituted for specific reasons such as loss of production due to weather and/or holidays. All hours worked in excess of ten (10) hours per day or forty (40) hours per week or hours worked outside the normal work week shall be paid at the applicable overtime rate. The first four (4) hours of overtime after the normal workday, each day Monday through Friday and the first ten (10) hours of overtime on Saturdays shall be paid for at one and one-half (1½) times the regular straight time rate of pay. All other work performed outside of the regularly scheduled working hours and outside of the first ten (10) hours worked on Saturdays shall be paid for at double (2) the regular straight time rate of pay. Sundays and the recognized holidays shall be paid for at double (2) the regular straight time rate of pay, if worked. When so elected by the contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked: The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the "day shift" shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work. The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate plus 10% for seven and one-half (7 ½) hours work. The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly rate plus 15% for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the "shift" hourly rate.

NO. 14: Means eight (8) hours per day shall constitute a day's work. The regular starting time shall be 8:00 a.m., and the regular quitting time shall be 4:30 p.m.; lunch time shall be twelve (12) o'clock noon to 12:30 p.m. The regular starting time may, by mutual consent of employees on the job site, and the employer, be between 7:00 a.m. and 9:00 a.m. with appropriate adjustments made to the regular quitting time and lunch time. All time worked before the regular starting time and after the regular quitting time, Monday through Friday, shall be paid at the rate of time and one-half (1½). Four (4) days at ten (10) hours a day may be worked at straight time. All work commencing with the beginning of the established work day on Saturday shall be paid at the rate of time and one-half (1½). All work commencing with the beginning of the established work day on Sundays and/or Holidays shall be paid at the rate of double (2) time.

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NO. 17: Means the regular working day shall consist of eight (8) hours of labor between 7:00 a.m. and 3:30 p.m. and the regular work week shall consist of five (5) consecutive eight (8) hour days of labor beginning on Monday and ending with Friday of each week. All full-time or part-time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Except as otherwise provided, all work performed outside of regular working hours during the regular work week, shall be at double (2) times the regular rate. Working hours may be varied by two (2) hours. When circumstances warrant and when it is mutually beneficial and agreed to by interested parties, the Employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of five (5) a.m. and six (6) p.m., Monday through Thursday, with one-half (1/2) hour allowed for a lunch period each day. Friday may be used as a make-up day. The make-up day will be voluntary, and a decision not to work may not be held against the employee. When working four (4) ten (10) hour day's overtime will be paid at the time and one-half (1½) rate for the eleventh (11th) and twelfth (12th) hour, all other work will be paid at the double (2) time rate of pay. The first two (2) hours of overtime, Monday through Friday, and the first eight (8) hours on Saturday shall be at time and one-half (1½) for all work. All other overtime shall be at double (2) time. The first two (2) hours of overtime must be concurrent with the regular work day; two (2) hours prior to or following the regular work day are at time and one-half (1½). The regular workday (as previously defined) on Saturday is paid at time and one-half (1½). Work performed outside of the regular Saturday work day is at double (2) time. All work performed on recognized holidays, or days locally observed as such, and Sundays shall be paid at the double (2) time rate of pay.

NO. 25: Means forty (40) hours (5-8's) shall constitute a regular workweek, anything over eight (8) hours per day shall be paid for at one and one-half times the regular hourly rate. Work may be scheduled on a four days a week (Monday through Thursday) at 10 hours a day scheduled between 6:00 a.m. and 6:00 p.m. at the regular hourly rate understanding that anything over ten (10) hours per day shall be paid for at one and one-half times the regular hourly rate. Employment from 6:00 p.m. and 6:00 a.m. Monday through Friday shall be paid for at one and one-half times the regular hourly rate. For work scheduled on Saturday, all hours worked shall be paid for at one and one-half times the regular hourly rate. For work scheduled on Sunday, any hours worked shall be paid for at twice the regular hourly rate. Hours worked on Holidays will be paid at double time wages except for Veteran's Day.

NO. 26: Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

NO. 30: Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 A.M., except when the work week is scheduled as a week with starting time advanced or delayed. Starting time may be advanced or delayed by the employer up to two (2) hours from the regular starting time. Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above, and all work performed on Saturday shall be paid at time and one-half (1½) the regular rate. In the event that a scheduled eight (8) hour work day is missed (not to include holidays) because of events out of the control of the contractor, then that missed work day may be made up at straight time the following Saturday. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after the forty (40) hours in a week must be paid at time and one-half (1½). Saturday make-up day shall not be used to make up for time lost due to recognized holidays. The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day). If using a 4-10's schedule, a Friday make-up day is allowed. If using a 4 (10) schedule, any work more than ten (10) hours in a day or forty (40) hours in a work week shall be paid at the time and one-half (1½) rate. Friday make-up day shall not be used to make up for time lost due to recognized holidays. All work performed on Sundays or holidays shall be paid at the double (2) time rate.

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NO. 37: The Employer may choose, at his discretion, to work five eight hour days or four ten hour days with a Friday make-up day, Monday through Friday at straight time. Overtime shall be paid after eight (8) hours when working "five eights" and after ten hours when working "four tens". All work performed on Sundays and recognized holidays shall be paid for at the rate of double (2) time. All Saturday work shall be paid for at the rate of time and one-half (1½) the regular wage rate. All night work during the regular work week other than the above-mentioned days shall be paid for at the rate of time and one-half (1½) the regular wage scale until midnight and double (2) time after midnight except make-up time will be allowed under the following condition: In the event of inclement weather on exterior projects which prevents working the full regular eight (8) hour day, forty (40) hour work week schedule, a Saturday make-up day can be granted. Then said work on Saturday shall be paid at the straight time rate of pay up to a maximum total of forty (40) hours per week.

NO. 45: Means eight (8) hours shall constitute a day's work, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work week shall be forty (40) hours, beginning Monday, 8:00 a.m. and ending at 4:30 p.m. Friday. Because of traffic, parking and other circumstances, the hours of work on any project may begin as early as 6:00 a.m. with eight (8) hours worked between 6:00 a.m. and 4:30 p.m. When circumstances warrant and when it is mutually beneficial and agreed to, the employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of 7:00 a.m. and 6:00 p.m., Monday through Thursday. Friday may be used as a make-up day. After ten (10) hours in a workday, or forty (40) hours in a workweek, overtime shall be paid at a rate of one and one-half (1½) times the regular rate of pay. All overtime Monday through Saturday shall be paid at the rate of time and one-half (1½) the regular rate of pay. Sunday and recognized holidays shall be paid at double (2) time. Labor Day shall be paid at triple (3) time. Shift work may be performed at the option of the Contractor. However, whenever shift work is performed it must cover a period not less than (5) consecutive working days. The day shift shall work a regular eight (8) hours shift as outlined above. The hourly rate for second shift (seven and one-half hours worked for eight hours paid) shall be twenty-five cents (\$0.25) over and above the hourly rate. The hourly rate for third shift (seven hours worked, eight hours paid) shall be fifty cents (\$0.50) above the hourly rate. If no first shift is worked, second and third shift employees shall receive an additional fifteen percent (15%) over and above the hourly rate for actual hours worked.

NO. 46: Means the regular work day shall be eight (8) hours from 6:00 a.m. to 6:30 p.m. Starting time may be between 6:00 a.m. and 10:00 a.m. The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 10:00 a.m. on Monday and ending between 2:30 p.m. and 6:30 p.m. on Friday. All hours in excess of the regular work day and work week shall be considered overtime. Overtime on days recognized as regular work days and on Saturday shall be paid for at the rate of time and one-half (1½) the regular rate. Sunday and recognized holidays shall be paid for at the rate of double time (2) for time worked. The Employer may establish a work week consisting of four (4) days, Monday through Thursday, each day consisting of ten (10) hours at straight time rate of pay. The 4-10's must run for a period of at least four (4) days.

NO. 48: Means the regularly scheduled work week shall be five (5) consecutive days, Monday through Friday or Tuesday through Saturday. Eight (8) hours shall constitute a day's work. Starting time shall not be earlier than 7:00 a.m. nor later than 10:00 a.m. Forty (40) hours shall constitute a week's work. Overtime at the rate of time and one-half (1½) will be paid for all work in excess of forty (40) hours in any one work week. On the Monday through Friday schedule, all work performed on Saturday will be time and one-half (1½) unless time has been lost during the week, in which case Saturday will be a makeup day to the extent of the lost time. On the Tuesday through Saturday schedule, all work performed on Monday will be time and one-half (1½) unless time has been lost during the week, in which case Monday will be a make-up day to the extent of the lost time. Any work performed on Sunday will be double (2) time. If employees work on any of the recognized holidays, they shall be paid time and one-half (1½) their regular rate of pay for all hours worked.

NO. 50: Means eight (8) hours constitute a normal day's work Monday through Friday. Any time worked over eight (8) hours will normally be paid at time and one-half (1½) except for exclusions stated in some following additional sentences. The Employer, at his discretion, may start the work day between 6:00 a.m. and 9:00 a.m. Any schedule chosen shall be started at the beginning of the work week (Monday) and used for at least five days. Work may be scheduled on a four (4) days a week (Monday through Thursday) at ten (10) hours a day schedule. If such a schedule is employed, then Friday may be used as a make-up day when time is lost due to inclement weather. Time and one-half (1½) shall be paid for any work in excess of eight (8) hours in any regular work day Monday through Friday unless working 4-10's, then time and one-half (1½) after ten (10) hours. All work performed on Saturday will be time and one-half (1½). Double (2) time shall be paid for all work on Sundays and recognized holidays.

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NO. 52: Means the regular workweek shall consist of five (5) eight (8) hour days, Monday through Friday. The regular workday shall consist of an eight (8) hour period, to be worked between the agreed upon starting time and ending no later than 4:30 p.m. The agreed upon starting time shall be any time between the hours of 6:00 a.m. and 8:00 a.m. The option exists for the employer to use a four (4) day, ten (10) hour work week. Days worked shall be Monday through Thursday or Tuesday through Friday. If the job requires men on duty all five (5) days, then part of the crew may work the first four (4) days and the remainder of the crew may work the last four (4) days. Hours each day shall be from 7:00 a.m. to 5:30 p.m. Interested parties on the project must agree to this clause before it may be used. Once this clause has been put into effect, it shall remain as long as the majority of the Employees on the project and the Employer agree to keep it. The four (4) day clause shall not be used to circumvent a Holiday. Except as otherwise provided, all work performed outside the regular working hours and performed during the regular work week (Monday through Friday) shall be at the following rates of pay:

Holidays-New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Day (or days observed as such) shall be recognized as Holidays that shall be paid at two (2) times the regular rate of pay.

Labor Day-No work shall be performed on Labor Day except in special cases of emergency. Rate of pay shall be at three (3) times the regular rate of pay.

Overtime-Work performed outside of the regular work day (the regular work day shall consist of an eight (8) hour period, to be worked between the agreed upon starting time and ending not later than 4:30 p.m. The agreed upon starting time shall be any time between the hours of 6:00 a.m. and 8:00 a.m., by mutual consent of the interested party's.), shall be:

- A. Hours worked Monday through Friday, the first two (2) hours of overtime will be paid at time and one-half (1½). All other overtime will be paid at the double (2) time rate.
- B. The first ten (10) hours worked on Saturday will be paid at time and one-half (1½), with all other hours to be paid at the double (2) time rate.
- C. Sundays and Holidays (except Labor Day) shall be paid at the double (2) time rate.

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$27.51 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.87 of the fringe benefit portion of the prevailing wage may be paid at straight time.

NO. 58: Means eight (8) consecutive hours, between 6:00 a.m. and 5:30 p.m., shall constitute a day's work. Five (5) day's work, Monday through Friday, shall constitute a normal work week. Work performed in excess of eight (8) hours per day or eight hours beyond normal starting time for that project excluding lunch Monday through Friday, and all work performed on Saturday, shall be paid for the rate of time and one-half (1½). When Sundays and recognized holidays are worked, the worker(s) shall be paid at the rate of double (2) time. Work may be scheduled on a four (4) days a week (Monday through Thursday) at ten (10) hours a day schedule at straight time. A Friday make-up day is available if time is lost due to inclement weather and at least sixteen (16) hours, but not more than thirty (30) hours, were worked during the week.

NO. 63: Means eight (8) hours shall constitute the regular work day between time that may be advanced or delayed by two (2) hours on either side of 8:00 AM. The Employer may establish a work week consisting of four (4) days, Monday through Thursday, each day consisting of ten (10) hours straight time. The four (4) tens (10s) must run for a period of at least four (4) days, Monday through Thursday. All work on Friday on a four (4) tens (10) project will be paid at the rate of time and one-half (1½). All work performed on Saturday shall be paid at time and one-half (1½). All work performed on Sundays and recognized holidays must be paid at double (2) time. All work performed prior to or after the regular eight (8) hour work day, or ten (10) hour work day, as described above shall be paid at time and one-half (1½) the regular rate.

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NO. 65: Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 a.m., with one half hour for lunch between three and one-half (3½) and five (5) hours after starting time. The starting time may be advanced by two (2) hours or delayed one (1) hour by the employer from the regular starting time. All work performed before the advanced starting time and during the half hour lunch shall be paid at the overtime rate of time and one-half (1½). Work performed outside these hours shall be paid at the overtime rate of time and one-half (1½), except as provided otherwise below. All work performed on Sundays or recognized holidays shall be paid at the double (2) time rate. When the start time is delayed past 9:00 a.m., the employee's pay shall start at 9:00 a.m. and all time, after the normal quitting time (5:30 p.m.), shall be paid at the overtime rate. Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above, and all work performed on Saturday shall be paid at time and one-half (1½) the regular rate. In the event that a scheduled eight (8) hour work day is missed (not including recognized holidays) because of inclement weather, then that missed work day may be made up at straight time on the following Saturday. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after forty (40) hours must be paid at time and one-half (1½). The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day at straight time). In order to use the 4-10's schedule, the employer must schedule the 4-10's for a minimum of one (1) week. If using a 4-10's schedule, a Friday make-up day is allowed.

NO. 68: Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 a.m., with one half hour for lunch between three and one-half and five hours after starting time. The starting time may be advanced or delayed by the employer up to one hour from the regular starting time. All work performed before the advance starting time and during the half hour lunch shall be paid at the overtime rate of time and one-half (1½). Work performed outside these hours shall be paid at the overtime rate of time and one-half (1½), except as provided otherwise below. All work performed on Sundays or holidays shall be paid at the double (2) time rate. Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above, and all work performed on Saturday shall be paid at time and one-half (1½) the regular rate, except as hereinafter described. In the event that a scheduled eight (8) hour work day is missed (not including recognized holidays) because of inclement weather, then that missed work day may be made up at straight time on the Saturday in the week of the pay period. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after forty (40) hours must be paid at time and one-half (1½). The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day at straight time). In order to use the 4-10's schedule, the employer must schedule the 4-10's for a minimum of one (1) week. If using a 4-10's schedule, a Friday make-up day is allowed.

NO. 85: Means the work week shall be Monday through Sunday. Eight (8) hours shall constitute a day's work to begin between 6:00 a.m. and 9:00 a.m. and end between 2:30 p.m. to 5:30 p.m. Employees required to work during their lunch period shall receive the overtime rate. Employees shall receive time and one-half (1½) for all time they are required to work prior to their normal starting time or after eight (8) hours or normal quitting time Monday through Friday, or all day on Saturday. If an Employer has started the work week on a five day, eight hours a day schedule, and due to inclement weather misses any time, then he may switch to a nine or ten hours a day schedule, at straight time, for the remainder of that work week in order to make up for the lost time (10-hour make-up day). All work over ten (10) hours a day or over forty (40) hours a week must be paid at time & one-half (1½). Sundays and recognized holidays shall be paid at the double (2) time rate of pay. A contractor may alter the regular work week to four (4) ten (10) hour days at straight time rate of pay. To do this the scheduled 4-10's must be worked at least one full week and the regular workweek shall be Monday through Thursday with Friday being a make-up day at straight time for days missed in the regular workweek due to inclement weather. If 5-8's are being worked, Saturday may be used as a make-up day at straight time if inclement weather prevents work during the normal work week.

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NO. 88: Means the regular work week shall consist of five (5) eight (8) hour days, 7:00 a.m. to 3:30 p.m., Monday through Friday, except when the work week is scheduled as a 4-10's week or as a week with start time advanced or delayed as described below. The starting time may be advanced or delayed by one hour on either side of 7:00 a.m. The advanced or delayed starting time must run for a period of at least five (5) days. The Employer may establish a work week consisting of four (4) days, during the regular work week, each day consisting of ten (10) hours at straight time. The 4-10's must run for a period of at least four (4) days. Time and one-half (1½) shall be paid for any work in excess of eight (8) hours in any regular work day Monday through Friday (or ten hours in a 4-10's week), the first eight (8) hours of a Saturday, and it shall be at time and one-half (1½) for the Friday and Saturday following Thanksgiving. Double (2) time shall be paid for the following time worked on Sunday, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, as well as any work in excess of eight (8) hours on a Saturday and the Saturday of a three-day weekend (except the Saturday following Thanksgiving).

NO. 95: Means a regular workday shall consist of eight and one-half (8½) hours elapsed time, including one-half hour for lunch. The crew starting times shall be flexible within the period of daylight to 8:00 a.m. Any work performed over ten (10) hours of elapsed time per day including one-half hour for lunch and/or any work performed over forty (40) hours at the straight time rate in one week shall be paid at time and one-half (1½) the straight time rate. Saturday shall be a voluntary make-up day at straight time at the discretion of the contractor and with the consent of the employees. Sunday and recognized holidays shall be paid for at double (2) time.

NO. 100: Means eight (8) hours shall constitute a day's work, and five (5) continuous eight-hour days shall constitute a week's work, Monday through Friday. Time and one-half (1½) the regular hourly rate shall be paid for all work performed in excess of eight (8) hours in any one day or forty (40) hours in any one week. Starting time shall be between 6:00 a.m. and 9:00 a.m. All work over eight (8) hours in a regular 5-day 8-hour schedule shall be at the appropriate overtime rate. All time worked before the regular scheduled starting time shall be paid for at the rate of time and one-half (1½) and shall not apply to regular shift. All time worked after eight (8) hours in any one day or after 5:30 p.m., whichever comes first, shall be paid at the time and one-half (1½) rate. An Employer, at his option, may elect to work four (4) ten (10) hour days, Monday through Thursday, at straight time. All such work must be done at least one week in duration. All work over ten (10) hours in one day or forty (40) hours in a week shall be at the overtime rate. Any employee who is scheduled to work on any regular work day but is prevented from working because of weather conditions, shall be permitted to work on Saturday (Friday if working 4-10's) as a make-up day at the straight time rate of pay. When an employee is required to work on any recognized holiday they shall receive the double (2) time rate for all time that they are required to perform work. All time worked from 12:00 Midnight Saturday to 12:00 Midnight Sunday shall be paid for at the rate of double (2) time on single shift.

NO. 125: Eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within the five (5) days, Monday through Friday inclusive, shall constitute the work week. Starting time may be adjusted not to exceed two (2) hours. Work performed outside of the aforementioned will be paid at the applicable overtime rate. When starting time has been adjusted, all other provisions concerning the work day shall be adjusted accordingly. The overtime rate of pay shall be one and one-half (1½) times the regular rate of wages, other than on Sundays, holidays and from Midnight until 6:00 a.m., which will be paid at double (2) the straight time rate.

**CLAY COUNTY
BUILDING CONSTRUCTION - HOLIDAY SCHEDULE**

NO. 2: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or the days observed as such, shall be paid at the double time rate of pay.

NO. 4: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, it will be celebrated on Saturday.

NO. 7: The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is to be paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

NO. 22: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or days locally observed as such, and Sunday shall be recognized as holidays. If a holiday falls on Saturday, Friday shall be observed; if it falls on Sunday, Monday shall be observed. All work performed on holidays shall be paid at the double (2) time rate of pay.

NO. 32: All work performed for the Friday and Saturday following Thanksgiving shall be paid at the time and one-half (1½) rate of pay. All work performed on Sundays, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the double (2) time rate of pay. When one of the above holidays falls on Sunday, the following Monday shall be observed and when one of the above holidays falls on Saturday, the preceding Friday shall be observed.

NO. 33: All work done on New Year's Day, Memorial Day, Fourth of July, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. Labor Day shall be paid at the triple (3) time rate of pay. If the holiday falls on Sunday, the following Monday will be observed; if the holiday falls on Saturday, the preceding Friday will be observed.

NO. 39: No work shall be done on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas. Any of these holidays falling on Sunday, the following Monday shall be a holiday, and any of these holidays falling on Saturday, the preceding Friday shall be a holiday.

NO. 49: The following days shall be observed as legal holidays: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and two (2) personal days. The observance of one (1) of the personal days to be limited to the time between December 1 and March 1 of the following year. If any of these holidays fall on Sunday, the following Monday will be observed as the holiday and if any of these holidays fall on Saturday, the preceding Friday will be observed as the holiday. If employees work on any of these holidays they shall be paid time & one-half (1½) their regular rate of pay for all hours worked.

NO. 53: All work done on New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Day or days observed as such for these holidays shall be paid at the double (2) time rate of pay. No work shall be performed on Labor Day except in special cases of emergency, and then the rate of pay shall be at three (3) times the regular rate of pay. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

NO. 54: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

**CLAY COUNTY
BUILDING CONSTRUCTION - HOLIDAY SCHEDULE**

NO. 65: Work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. If the holiday falls on Saturday, it will be observed on Friday; if the holiday falls on Sunday, it will be observed on Monday, and shall be paid for at double (2) the regular straight time rate of pay.

NO. 67: All work performed on New Year's Day, Memorial Day, Christmas Day, Fourth of July and Thanksgiving Day, from midnight to midnight, shall be paid for at the rate of double time (2) the basic rate of pay if required to work in addition to any other pay otherwise required hereunder as holiday pay. Positively no work shall be performed on Labor Day. Martin Luther King's Birthday, Veteran's Day, and the day after Thanksgiving Day shall be considered optional holidays, and if the Employer and employees agree that work will be performed on that day, no premium pay will be required. Should any of the above holidays fall on Saturday, the holiday will be observed on Friday. Should any of the above holidays fall on Sunday, the holiday will be observed on Monday.

NO. 68: All work performed on New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day, Christmas Day, or days observed as such, shall be paid at the rate of double (2) time. When a holiday falls on a Saturday, Friday shall be observed. When a holiday falls on a Sunday, Monday shall be observed. No work shall be performed on the Fourth of July or Labor Day except to save life or property. Where one of the holidays specified falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

NO. 72: All work performed on New Year's Day, Memorial Day (last Monday in May), Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid for at double (2) the regular straight time rate of pay. Any one of the above listed holidays falling on Sunday shall be observed on the following Monday and paid for at double (2) the regular straight time rate of pay, if worked. Any one of the above listed holidays falling on Saturday shall be observed on the prior Friday and paid for at double (2) the regular straight time rate of pay, if worked. No work shall be performed on Labor Day except in case of emergency.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/18	\$38.85	1	17	\$17.10
Cement Mason	6/18	\$31.83	3	2	\$17.39
Electrician (Outside-Line Construction\Lineman)	6/18	\$44.26	18	24	\$5.50 + 34.5%
Lineman Operator	6/18	\$40.91	18	24	\$5.50 + 34.5%
Lineman - Tree Trimmer	6/18	\$23.02	31	30	\$5.75 + 28%
Groundman	6/18	\$28.53	18	24	\$5.50 + 34.5%
Groundman - Tree Trimmer	6/18	\$18.62	31	30	\$5.75 + 28%
Laborer					
General Laborer	6/18	\$30.18	3	2	\$15.63
Skilled Laborer	6/18	\$31.39	3	2	\$15.63
Millwright	6/18	\$38.85	1	17	\$17.10
Operating Engineer					
Group I	6/18	\$36.22	3	2	\$17.99
Group II	6/18	\$35.18	3	2	\$17.99
Group III	6/18	\$35.18	3	2	\$17.99
Group IV	6/18	\$30.71	3	2	\$17.99
Oiler-Driver	6/18	\$34.06	3	2	\$17.99
Pile Driver	6/18	\$38.85	1	17	\$17.10
Traffic Control Service Driver		\$29.58	FED		\$15.23
Truck Driver-Teamster					
Group I	6/18	\$32.09	3	2	\$15.25
Group II	6/18	\$32.09	3	2	\$15.25
Group III	6/18	\$32.09	3	2	\$15.25
Group IV	6/18	\$32.09	3	2	\$15.25

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate sheet.

**CLAY COUNTY
HEAVY CONSTRUCTION - OVERTIME SCHEDULE**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 1: Means (8) hours shall constitute the regular work day between time that may be advanced or delayed by two (2) hours on either side of 8:00 AM. The Employer may establish a work week consisting of four (4) days, Monday through Thursday, each day consisting of ten (10) hours straight time. The four (4) tens (10s) must run for a period of at least four (4) days, Monday through Thursday. All work on Friday on a four (4) tens (10) project will be paid at the rate of time and one-half (1½). All work performed on Saturday shall be paid at time and one-half (1½). All work performed on Sundays and recognized holidays must be paid at double (2) time. All work performed prior to or after the regular eight (8) hour work day, or ten (10) hour work day, as described above shall be paid at time and one-half (1½) the regular rate.

NO. 3: Means a regular work week shall consist of not more than forty (40) hours of work and all work performed over and above ten (10) hours per day or forty (40) hours per week shall be paid at the rate of time & one-half (1½). Workers shall receive time and one-half (1½) for all work performed on Sundays and recognized holidays. Double (2) time shall be paid for work performed on Sundays or recognized holidays when and only if any other craft employees of the same employer at work on that same job site are receiving double (2) time pay for that Sunday or Holiday work. A work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer prevents work, in which event, the starting time may be delayed, but not later than 12:00 noon. Where one of the recognized holidays falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

NO. 18: Eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within the five (5) days, Monday through Friday inclusive, shall constitute the work week. Starting time may be adjusted not to exceed two (2) hours. Work performed outside of the aforementioned will be paid at the applicable overtime rate. When starting time has been adjusted, all other provisions concerning the work day shall be adjusted accordingly. The overtime rate of pay shall be one and one-half (1½) times the regular rate of wages, other than on Sundays, holidays and from Midnight until 6:00 a.m., which will be paid at double (2) the straight time rate.

NO. 31: Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate. All employees performing work on affected properties during or following emergencies shall receive the applicable rate of pay for the first sixteen (16) consecutive hours and all hours worked in excess of sixteen (16) consecutive hours shall be paid at double time until broken by an eight (8) hour rest period. Should an employee be called back to work within two hours of his normal quitting time, the previous hours worked shall count toward the above sixteen (16) hour provision.

**CLAY COUNTY
HEAVY CONSTRUCTION - HOLIDAY SCHEDULE**

NO. 2: All work performed on New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day and Christmas Day, or days observed as such, and Sundays shall be paid at the rate of time and one-half (1½). Double (2) time shall be paid for work on Sundays or recognized holidays when and only if other craft employees of the same employer at work on that same job site are receiving double (2) time pay for that Sunday or holiday work. No work shall be performed on Labor Day, except in case of jeopardy of life or property. This rule is applied to protect Labor Day. When one of the above holidays falls on a Saturday, the preceding Friday shall be observed; when the holiday falls on a Sunday, the following Monday shall be observed. Where one of the specified holidays falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

NO. 17: All work performed on New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day, Christmas Day, or days observed as such, shall be paid at the rate of double (2) time. When a holiday falls on a Saturday, Friday shall be observed. When a holiday falls on a Sunday, Monday shall be observed. No work shall be performed on the Fourth of July or Labor Day except to save life or property. Where one of the holidays specified falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

NO. 24: Work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. If the holiday falls on Saturday, it will be observed on Friday; if the holiday falls on Sunday, it will be observed on Monday, and shall be paid for at double (2) the regular straight time rate of pay.

NO. 30: All work performed on New Year's Day, Decoration Day, Fourth of July, Labor Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.

MEMORANDUM



TO: Mayor Stielow and City Council

FROM: Chief Steve Beamer

DATE: January 15, 2019

RE: Budget Resolution for TASER Lease/Purchase Agreement

On October 17, 2017, the City Council approved entering into an agreement with Axon (formerly TASER International) for the purchase of conducted energy weapons commonly known as tasers to replace the department's obsolete units. The agreement provided for five payments over five years, with payments of \$15,120 scheduled in fiscal years 2019, 2020, 2021 and 2022. Unfortunately, the Police Department failed to include the funding for the second year's payment to TASER in its FY 2019 budget request. Staff therefore requests adoption of a budget amendment in the FY 2019 General Fund in the amount of \$15,120 so the required annual payment can be made.

RESOLUTION NO. 19-005

**A RESOLUTION AMENDING THE GAMING FUND BUDGET FOR FISCAL YEAR
2018-2019 IN THE AMOUNT OF \$15,120 FOR THE CITY'S ANNUAL TASER
PAYMENT**

WHEREAS, the City of North Kansas City, Missouri adopted the fiscal year 2018-2019 Budget on September 19, 2018, Resolution No. 18-057, using estimates of income and expenditures established at that time; and

WHEREAS, on October 17, 2017, the City entered into an agreement with Axon Enterprise, Inc. to purchase Taser conducted energy weapons for the North Kansas City Police Department with annual payments of \$15,120.00 in fiscal years 2019 – 2022; and

WHEREAS, there were no funds allocated for the annual payment in the 2018-2019 fiscal year budget; and

WHEREAS, the City Council does hereby find and determine that it is in the best interest of the City of North Kansas City, Missouri to approve the appropriation of \$15,120 from the Gaming Fund balance for a Taser payment.

NOW, THEREFORE, BE IT RESOLVED that the following amendment shall be made to the fiscal year 2018-2019 Budget as follows:

<u>GAMING FUND</u>		
	<u>Increase</u>	<u>Decrease</u>
Revenues		
Fund Balance Appropriation	25-4999	\$15,120
Expenditures		
Equipment	25-535-8750	\$15,120

DONE this 15th day of January 2019

Don Stielow, *Mayor*

ATTEST:

Crystal Doss, *City Clerk*

BILL NO. 7369

ORDINANCE NO. 9166

**AN ORDINANCE AUTHORIZING PAYMENT FOR CERTAIN ACCOUNTS
DUE AND PAYABLE BY THE CITY THROUGH JANUARY 11, 2019**

**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	242,458.46
B. Payroll Transfers	427,225.15
C. Transportation Sales Tax	46,770.88
D. Convention & Tourism	—
E. Gaming Fund	80,798.25
F. Community Center	—
G. Water Fund	9,805.71
H. Sewerage System Fund	547,878.12
I. Pension Fund	—
J. Northgate Capital Project	—
K. Health Fund	268.78
L. Communications Fund	—
	<u>\$ 1,355,205.35</u>

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

PASSED this 15th day of January, 2019

Mayor

APPROVED this 15th day of January, 2019

Mayor

ATTEST:

City Clerk

Treasurer

PAYMENT ORDINANCE DETAIL FOR JANUARY 11, 2019

	VISA WIRE	CHECK/DRAFT	TOTAL
GENERAL FUND	\$ -	242,458.46	242,458.46
PARKS & RECREATION	-	3,849.36	3,849.36
LIBRARY	-	13,953.74	13,953.74
TRANSPORTATION	-	46,770.88	46,770.88
CONVENTION & TOURISM	-	—	—
GAMING FUND	-	80,798.25	80,798.25
NORTHGATE CAPITAL PROJECT	-	—	—
HEALTH FUND	-	268.78	268.78
WATER	-	9,805.71	9,805.71
SEWER	-	547,878.12	547,878.12
COMMUNITY CENTER	-	0.00	—
COMMUNICATIONS FUND	-	0.00	—
PENSION	-	—	—
REPORT SUB-TOTAL	\$ -	\$ 945,783.30	\$ 945,783.30

PAYROLL TRANSFERS THROUGH JANUARY 11, 2019 427,225.15

Total Payments **\$ 1,373,008.45**

Less Parks & Library (17,803.10)

ORDINANCE TOTAL **\$ 1,355,205.35**



North Kansas City, MO

Expense Approval Report

By Segment (Select Below)

Payment Dates 01/03/2019 - 01/16/2019

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
VALERIE MATTHEWS	114534	11/29/2018	DEPOSIT REFUND	20-4660	100.00
JANINE HOGAN	114526	12/23/2018	12/23/18 BUILDING RENTAL D	20-4660	57.50
KATE HIGGINS - PETTY CASH	114528	12/28/2018	CHALLENGE COIN	25-4780	-7.00
KOAMAKA MARKETING LLC	114522	01/02/2019	KOAMAKA MARKETING LLC	60-2054	34.39
ETHAN GOODLOW	114539	01/06/2019	BUILDING RENTAL DEPOSIT R	20-4660	100.00
Quang Hang Ong	114614	01/08/2019	Patient Refund Act 48698613	10-4620	221.50
CLAY COUNTY COLLECTOR	114558	01/09/2019	PILOT PASS THROUGH	10-2430	14,500.00
CLAY COUNTY COLLECTOR	114559	01/09/2019	CERNER PROP PILOT PASS THR	10-2430	22,433.00
CLAY COUNTY COLLECTOR	114556	01/09/2019	MAC SWIFT PILOT PASS THRO	10-2430	18,457.37
CLAY COUNTY COLLECTOR	114557	01/09/2019	STEEL VENTURE PILOT PASS T	10-2430	105,723.49
CITY OF NORTH KANSAS CITY	114538	01/09/2019	FLEX DC	10-2266	499.98
CITY OF NORTH KANSAS CITY	114538	01/09/2019	FLEX MEDICAL	10-2267	882.36
CITY OF NORTH KANSAS CITY	114538	01/09/2019	FLEX MEDICAL	20-2267	95.00
CITY OF NORTH KANSAS CITY	114538	01/09/2019	FLEX MEDICAL	22-2267	38.46
CITY OF NORTH KANSAS CITY	114538	01/09/2019	FLEX MEDICAL	60-2267	150.00
USBANK - INSTITUTIONAL T	114545	01/09/2019	P&F PENSION POLICE-EE	10-2251	2,844.11
USBANK - INSTITUTIONAL T	114545	01/09/2019	P&F PENSION FIRE-EE	10-2251	4,000.59
					170,130.75

Department: 505 - ADMINISTRATION

COMPLETE OFFICE SOLUTION	114561	12/26/2018	POSTBASE HALF TAPE AND BE	10-505-7001	67.00
LIFE INSURANCE CO OF NORT	114529	01/02/2019	ADMIN - CLASS 2	10-505-5300	432.68
PRO PRINT INC	114613	01/07/2019	BUSINESS CARDS -- SUE RENE	10-505-7001	57.00
MORAN FOODS	114600	01/07/2019	2018 TURKEYS	10-505-5490	195.00
MISSOURI MUNICIPAL LEAGU	114595	01/07/2019	RESPONDING TO CITIZEN VID	10-505-7001	10.00
OFFICE DEPOT INC	114610	01/07/2019	PAPER	10-505-7001	46.15
OFFICE DEPOT INC	114610	01/07/2019	COPY PAPER	10-505-7001	4.70
OFFICE DEPOT INC	114610	01/07/2019	OFFICE SUPPLIES	10-505-7001	39.55
MISSOURI STATE UNIVERSITY	114597	01/08/2019	CCFOA REGIONALS NOVEMBE	10-505-5426	85.00
MISSOURI MUNICIPAL LEAGU	114595	01/08/2019	ANNUAL DUES	10-505-6220	820.80
MORAN FOODS	114600	01/08/2019	TURKEYS	10-505-5490	319.17
WEST PUBLISHING CORP	114631	01/08/2019	MONTHLY CHARGE	10-505-6030	902.02
SAM'S CLUB	114621	01/10/2019	ANNUAL FEE	10-505-6220	50.00
Department 505 - ADMINISTRATION Total:					3,029.07

Department: 506 - MUNICIPAL COURT

LIFE INSURANCE CO OF NORT	114529	01/02/2019	COURT - CLASS 2	10-506-5300	41.91
Department 506 - MUNICIPAL COURT Total:					41.91

Department: 510 - FIRE

VOYAGER FLEET SYSTEMS, INC	114533	12/24/2018	SERVICE THRU 12/24/2018 AC	10-510-7075	2,554.01
ED M FELD EQUIPMENT CO IN	114569	12/28/2018	Truck 906 flashlight charger	10-510-7140	210.00
ED M FELD EQUIPMENT CO IN	114569	12/28/2018	Knox box installed on Explorer	10-510-8750	260.00
KATE HIGGINS - PETTY CASH	114528	12/28/2018	FOOD FOR GUYS FOR AVOND	10-510-6050	22.44
KATE HIGGINS - PETTY CASH	114528	12/28/2018	LUNCH - NORTHLAND CHIEFS	10-510-6220	30.00
KATE HIGGINS - PETTY CASH	114528	12/28/2018	LUNCH - HOA METRO FIRE	10-510-6220	20.00
KATE HIGGINS - PETTY CASH	114528	12/28/2018	LUNCH - HOA METRO FIRE	10-510-6220	20.00
KATE HIGGINS - PETTY CASH	114528	12/28/2018	OFFICE SUPPLIES - DOLLAR TR	10-510-7001	8.00
KATE HIGGINS - PETTY CASH	114528	12/28/2018	SHOES FOR B SPOTTS - AMAZ	10-510-7050	47.42
KATE HIGGINS - PETTY CASH	114528	12/28/2018	CHANGE DUE TO CUSTOMER -	10-510-7090	15.00
GALLS LLC	114573	12/28/2018	Men's lightweight cross traine	10-510-7050	149.90
GALLS LLC	114573	12/28/2018	long range LED flashlight	10-510-7013	99.99
FIRESERVICE MGMT LLC	114572	12/28/2018	Work Order 16248 Repair gea	10-510-7050	207.75
OFFICE DEPOT INC	114610	12/28/2018	Paper, pens, folders	10-510-7001	44.19
OFFICE DEPOT INC	114610	12/28/2018	ink pad	10-510-7001	3.55
OFFICE DEPOT INC	114610	12/28/2018	USB drive	10-510-7001	33.32

Expense Approval Report

Payment Dates: 01/03/2019 - 01/16/2019

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
KELLER FIRE & SAFETY INC	114581	12/28/2018	Extinguishers serviced	10-510-7010	95.26
ZOLL MEDICAL CORP	114632	12/28/2018	Large DBL cuff tube	10-510-7011	44.63
UNION MILL SUPPLY, LLC	114628	12/28/2018	Solution for dishwasher	10-510-7014	15.00
MOORE MEDICAL LLC	114599	12/28/2018	naloxone, albuterol, circuit kit	10-510-7011	189.37
MOORE MEDICAL LLC	114599	12/28/2018	Circuit kit & scissor	10-510-7011	38.16
MOORE MEDICAL LLC	114599	12/28/2018	albuterol sulfate	10-510-7011	20.07
CONRAD FIRE EQUIPMENT IN	114562	12/28/2018	Door on truck to be replaced	10-510-7140	2,060.48
CONRAD FIRE EQUIPMENT IN	114562	12/28/2018	2nd hinge to complete the job	10-510-7140	135.56
HILLYARD INC	114576	12/28/2018	Floor cleaner	10-510-7014	250.14
ADVANCED DATA PROCESSIN	114547	12/28/2018	ambulance net collection	10-510-6305	2,085.90
ROYAL PAPERS INC	114619	12/28/2018	Center pull towels ME725	10-510-7014	53.97
ROSSMAN ENTERPRISES INC	114618	12/28/2018	Repair torn hose, cable with h	10-510-7014	375.00
LIFE INSURANCE CO OF NORT	114529	01/02/2019	FIRE - CLASS 1	10-510-5300	1,377.01
LIFE INSURANCE CO OF NORT	114529	01/02/2019	FIRE - CLASS 2	10-510-5300	283.68
OFFICE DEPOT INC	114610	01/04/2019	Deskpad calendar & Binder cli	10-510-7001	10.06
DIAMOND MANUFACTURING	114566	01/04/2019	collar brass, name bars & vehi	10-510-7050	198.87
DIAMOND MANUFACTURING	114566	01/04/2019	collar brass, name bars & vehi	10-510-7210	271.39
MCKESSON MEDICAL SURGIC	114587	01/04/2019	Resuscitator	10-510-7011	14.65
MCKESSON MEDICAL SURGIC	114587	01/04/2019	Resuscitator PED TOD	10-510-7011	164.47
CENTER FOR PUBLIC SAFETY E	114552	01/07/2019	Strategic Plan Facilitation for F	10-510-6090	5,600.00
MEDICAL EQUIPMENT SOLUTI	114588	01/08/2019	rental for the month	10-510-7011	57.25
CITY OF OVERLAND PARK	114554	01/08/2019	BLS sCards	10-510-5426	4.10
MCKESSON MEDICAL SURGIC	114587	01/08/2019	Resuscitator, Albuterol sulfate	10-510-7011	243.89
MCKESSON MEDICAL SURGIC	114587	01/08/2019	Diphenhydramine	10-510-7011	26.04
MCKESSON MEDICAL SURGIC	114587	01/08/2019	Pharmaceuticals	10-510-7011	11.53
MCKESSON MEDICAL SURGIC	114587	01/08/2019	Cath, glucose, epinephrine	10-510-7011	467.97
CONRAD FIRE EQUIPMENT IN	114562	01/08/2019	Pumpre 905PTo Shaft loose	10-510-7140	261.40
CONRAD FIRE EQUIPMENT IN	114562	01/08/2019	Pumper 905 Annual service	10-510-7140	3,596.30
SAM'S CLUB	114621	01/08/2019	Monthly supplies	10-510-7014	50.94
GALLS LLC	114573	01/08/2019	Long range flashlight	10-510-7013	99.99
ROYAL PAPERS INC	114619	01/08/2019	Jumbo center pull towels	10-510-7014	204.60
MCKESSON MEDICAL SURGIC	114587	01/08/2019	CIRCUIT KIT, PATIENT DISP	10-510-7011	-18.26
ROYAL PAPERS INC	114619	01/08/2019	CENTER FOLD TOWELS	10-510-7014	-80.21
USBANK - INSTITUTIONAL T	114545	01/09/2019	P&F PENSION FIRE-ER	10-510-5220	8,904.49
DR STEVEN L RUSSELL	114568	01/15/2019	SERVICES OF MEDICAL DIRECT	10-510-5480	1,000.00
Department 510 - FIRE Total:					31,839.27

Department: 515 - POLICE

KALE SWING	114527	11/17/2018	DARC LEO COUNTER TERRORI	10-515-5426	493.27
VOYAGER FLEET SYSTEMS, INC	114533	12/24/2018	SERVICE THRU 12/24/2018 AC	10-515-7075	3,820.98
OUTDOOR RESTROOMS LLC	114611	01/02/2019	RANGE RESTROOM JAN 2019	10-515-7022	55.00
GLAD RENTS INC	114574	01/02/2019	UNIT 614 TOW	10-515-7140	230.00
REJIS COMMISSION	114616	01/02/2019	REJIS LEWEB DEC 2018	10-515-6060	789.98
MID-STATES ORG CRIME INFO	114591	01/02/2019	MID-STATES OCIC 2019 MEMB	10-515-6220	200.00
KOCH BAG & SUPPLY COMPA	114584	01/02/2019	TRASH BAGS	10-515-7001	512.00
LIFE INSURANCE CO OF NORT	114529	01/02/2019	PD - CLASS 2	10-515-5300	419.88
LIFE INSURANCE CO OF NORT	114529	01/02/2019	PD - CLASS 1	10-515-5300	1,060.60
CHILDREN'S MERCY HOSPITAL	114553	01/04/2019	LAB TEST MISEJKA, CARLAAN	10-515-7018	148.00
EQUIFAX INFORMATION SERVI	114571	01/04/2019	INFORMATION SERVICES DEC.	10-515-6324	75.00
NECCO COFFEE INC	114602	01/04/2019	COFFEE ORDER	10-515-6395	31.50
KANSAS CITY CRIME COMMIS	114579	01/04/2019	CRIME STOPPERS ANNUAL CO	10-515-6360	5,000.00
SAMANTHA THOMPSON	114620	01/04/2019	Petty Cash Reimbursement	10-515-5426	80.00
SAMANTHA THOMPSON	114620	01/04/2019	Petty Cash Reimbursement	10-515-7050	35.00
METRO CHIEFS-SHERIFFS ASS	114589	01/04/2019	MCSA MEMBERSHIP BEAMER,	10-515-6220	175.00
WEST PUBLISHING CORP	114631	01/09/2019	WEST INFORMATION DEC 201	10-515-7018	325.15
GALLS LLC	114573	01/09/2019	UNIFORM CREDET	10-515-7050	-341.94
GALLS LLC	114573	01/09/2019	CARRIER POLO	10-515-7050	124.38
GALLS LLC	114573	01/09/2019	UNIFORM PURCHASE	10-515-7050	488.00
CLAY COUNTY SHERIFF DEPT	114560	01/09/2019	DEC 2018 PRISONER HOUSIN	10-515-7020	3,120.00
USBANK - INSTITUTIONAL T	114545	01/09/2019	P&F PENSION POLICE-ER	10-515-5220	6,330.49
Department 515 - POLICE Total:					23,172.29

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Payment Dates: 01/03/2019 - 01/16/2019

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
Department: 521 - BUILDINGS & GROUNDS					
VOYAGER FLEET SYSTEMS, INC	114533	12/24/2018	SERVICE THRU 12/24/2018 AC	10-521-7075	911.25
LIFE INSURANCE CO OF NORT	114529	01/02/2019	BUILD AND GROUNDS - CLASS	10-521-5300	102.07
DOUGLAS PUMP SERVICE INC	114567	01/07/2019	PD grinder pump includes pull	10-521-8730	4,359.31
NATIONAL EXTERMINATING	114601	01/07/2019	pest control CH/PD, Fire, Wat	10-521-7110	72.00
NATIONAL EXTERMINATING	114601	01/07/2019	pest control CH/PD, Fire, Wat	10-521-7110	38.50
NATIONAL EXTERMINATING	114601	01/07/2019	pest control CH/PD, Fire, Wat	10-521-7110	38.50
NATIONAL EXTERMINATING	114601	01/07/2019	pest control CH/PD, Fire, Wat	10-521-7110	45.00
NATIONAL EXTERMINATING	114601	01/07/2019	pest control CH/PD, Fire, Wat	10-521-7110	45.00
AIRTRONICS INTERNATIONAL I	114548	01/07/2019	monthly freshner \$14/mo	10-521-7110	14.00
MINNESOTA ELEVATOR INC	114593	01/07/2019	quarterly service \$68 each LIB	10-521-7110	136.00
SHRED-IT US JV LLC	114624	01/07/2019	shredding services for CH, FD,	10-521-6057	45.30
SHRED-IT US JV LLC	114624	01/07/2019	shredding services for CH, FD,	10-521-6057	27.30
SAM'S CLUB	114621	01/08/2019	towels and bleach	10-521-7006	158.01
MO DEPT OF PUBLIC SAFETY	114598	01/08/2019	FD 1 boiler inspection annual	10-521-6090	20.00
KNAPHEIDE TRUCK EQUIP CTR	114583	01/08/2019	ford f350 install tommygate	10-521-7210	2,841.00
Department 521 - BUILDINGS & GROUNDS Total:					8,853.24
Department: 525 - PUBLIC WORKS ADMIN					
VOYAGER FLEET SYSTEMS, INC	114533	12/24/2018	SERVICE THRU 12/24/2018 AC	10-525-7075	57.68
LIFE INSURANCE CO OF NORT	114529	01/02/2019	PW ADMIN - CLASS2	10-525-5300	107.68
NKC BREAKFAST CLUB INC	114604	01/07/2019	club dues at \$185 per quarter	10-525-6220	185.00
CLAY CO GIS/MAPPING	114555	01/08/2019	GIS mapping updates	10-525-6090	20.00
WALLACE ENGINEERING	114629	01/09/2019	library roofing engineering fe	10-525-6040	1,224.00
WALLACE ENGINEERING	114629	01/09/2019	library roofing engineering fe	10-525-6040	1,160.00
WALLACE ENGINEERING	114629	01/09/2019	library roofing engineering fe	10-525-6040	0.23
Department 525 - PUBLIC WORKS ADMIN Total:					2,754.59
Department: 526 - COMMUNITY DEVELOPMENT					
VOYAGER FLEET SYSTEMS, INC	114533	12/24/2018	SERVICE THRU 12/24/2018 AC	10-526-7075	109.29
LIFE INSURANCE CO OF NORT	114529	01/02/2019	COMM DEV - CLASS 1	10-526-5300	48.83
LIFE INSURANCE CO OF NORT	114529	01/02/2019	COMM DEV - CLASS 2	10-526-5300	108.40
Department 526 - COMMUNITY DEVELOPMENT Total:					266.52
Department: 533 - INTERDEPARTMENTAL					
MICHAEL REDFORD	114531	12/01/2018	10/03-12/1/18 ENGLISH 101	10-533-5420	428.54
AT&T	114525	12/19/2018	12/19/18-1/18/19 SERVICES A	10-533-6730	140.26
AT&T	114524	12/21/2018	12/21/18-1/20/19 SERVICES A	10-533-6730	135.45
MCI	114530	12/25/2018	SERVICES THRU 12/25/18	10-533-6730	341.00
SPIRE MISSOURI INC	114532	12/27/2018	Service from 11/28-12/27/18	10-533-6720	972.32
KATE HIGGINS - PETTY CASH	114528	12/28/2018	FINGERPRINTS FOR NEW HIRE	10-533-5470	40.50
KCPL	114541	12/30/2018	11/30-12/30/18 SERVICES VA	10-533-6710	444.89
BRIT INSURANCE SERVICES US	114549	01/08/2019	POLICE LIABILITY DEDUCTIBLE	10-533-6310	857.50
NETMOTION WIRELESS, INC.	114603	01/09/2019	NETMOTION ANNUAL MAINT	10-533-6115	1,804.69
CLAY COUNTY COLLECTOR	114556	01/09/2019	LEVEE DISTRICT PAID BY NKC	10-533-6326	-708.37
CLAY COUNTY COLLECTOR	114557	01/09/2019	LEVEE DISTRICT PAID BY NKC	10-533-6326	-2,013.49
SHI INTERNATIONAL CORP	114623	01/10/2019	ADOBE ACROBAT PRO FOR ST	10-533-6115	145.88
NORTHTOWN DEVCO	114607	01/15/2019	18TH & ARMOUR PARKING LO	10-533-6130	350.00
Department 533 - INTERDEPARTMENTAL Total:					2,939.17
Department: 535 - GAMING					
TYLER TECHNOLOGIES INC	114627	01/07/2019	Hand-held e-ticket	25-535-8760	13,012.00
SHAWNEE MISSION FORD INC	114622	01/07/2019	Police Admin vehicle	25-535-8750	28,498.00
SHAWNEE MISSION FORD INC	114622	01/07/2019	Ford F-150 YR 2019	25-535-8750	32,290.00
MCCLURE ENGEINEERING CO	114585	01/08/2019	COUNCIL CHAMBER BATHRO	25-535-8730	1,967.50
MCCLURE ENGEINEERING CO	114585	01/08/2019	Engineering Work -- thru 11/2	25-535-8730	2,283.75
TECHNOLOGY GROUP SOLUTI	114626	01/08/2019	SERVER REPAIR PARTS	25-535-8760	1,230.00
NKC LEVEE DISTRICT	114605	01/08/2019	26th Ave pump repair engine	25-535-6390	1,524.00
Department 535 - GAMING Total:					80,805.25
Department: 540 - PARKS & RECREATION					
VOYAGER FLEET SYSTEMS, INC	114533	12/24/2018	SERVICE THRU 12/24/2018 AC	20-540-7075	184.70
SPIRE MISSOURI INC	114532	12/27/2018	Service from 11/28-12/27/18	20-540-6720	679.77
LIFE INSURANCE CO OF NORT	114529	01/02/2019	PARKS AND REC - CLASS 2	20-540-5300	57.66

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Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
LIFE INSURANCE CO OF NORT	114529	01/02/2019	PARKS AND REC - CLASS1	20-540-5300	78.33
SHANNON GAMMON	114543	01/03/2019	GRAPHIC DESIGN, WEBSITE, S	20-540-7006	560.00
CARRIE NICHOLS	114537	01/07/2019	DEPOSIT FOR DJ FOR PRINCES	20-540-6620	100.00
MCCONNELL & ASSOCIATES C	114586	01/09/2019	Macken Park Tennis Nets	20-540-7190	300.00
SOLI'S PRINTING INC	114625	01/09/2019	Encore January-February 201	20-540-6630	756.00
SOLI'S PRINTING INC	114625	01/09/2019	Winter Enrichment Catalog	20-540-7006	555.00
NATIONAL EXTERMINATING	114601	01/09/2019	Monthly Pest Control for Mac	20-540-7190	45.00
NATIONAL EXTERMINATING	114601	01/09/2019	Monthly Pest Control For Buil	20-540-7190	72.00
ICE MASTERS INC	114577	01/09/2019	Monthly Ice Machine Rental F	20-540-7110	130.00
OFFICE DEPOT INC	114610	01/09/2019	Office Supplies	20-540-7006	73.18
SAM'S CLUB	114621	01/09/2019	PAID WITH VISA	20-540-6620	-94.78
Department 540 - PARKS & RECREATION Total:					3,496.86

Department: 550 - LIBRARY

AT&T	114535	12/19/2018	12/19/18-1/18/19 SERVICES A	21-550-6730	444.75
VERIZON WIRELESS SVCS LLC	114546	12/22/2018	11/23-12/22/18 SERVICES AC	21-550-6730	111.83
THE PITNEY BOWES BANK INC	114544	12/24/2018	SERVICE THRU 12/24/2018 AC	21-550-7009	105.00
LIFE INSURANCE CO OF NORT	114529	01/02/2019	LIBRARY - CLASS 2	21-550-5300	131.21
MINNESOTA ELEVATOR INC	114593	01/07/2019	quarterly service \$68 LIB	21-550-6110	68.00
OCLC ONLINE COMPUTER LIB	114609	01/08/2019	catologing	21-550-7360	40.63
INGRAM LIBRARY SERVICES	114578	01/08/2019	books	21-550-7370	911.90
INGRAM LIBRARY SERVICES	114578	01/08/2019	books	21-550-7370	801.33
INGRAM LIBRARY SERVICES	114578	01/08/2019	books	21-550-7370	345.40
INGRAM LIBRARY SERVICES	114578	01/08/2019	books	21-550-7370	1,421.61
WELLS FARGO FINANCIAL LEA	114630	01/08/2019	maint agrment	21-550-6110	303.14
DE LAGE LANDEN FINANCIAL	114564	01/08/2019	maint agrment	21-550-6110	97.00
CENGAGE LEARNING INC	114551	01/08/2019	books	21-550-7370	20.80
CENGAGE LEARNING INC	114551	01/08/2019	books	21-550-7370	85.36
CENGAGE LEARNING INC	114551	01/08/2019	books	21-550-7370	67.87
CENGAGE LEARNING INC	114551	01/08/2019	books	21-550-7370	44.23
CENGAGE LEARNING INC	114551	01/08/2019	books	21-550-7370	44.08
CENGAGE LEARNING INC	114551	01/08/2019	books	21-550-7370	38.98
CENGAGE LEARNING INC	114551	01/08/2019	books	21-550-7370	237.41
RECORDED BOOKS LLC	114615	01/08/2019	audiovisual	21-550-7340	162.44
RECORDED BOOKS LLC	114615	01/08/2019	audiovisual	21-550-7340	56.90
SHRED-IT US JV LLC	114624	01/08/2019	services	21-550-6355	57.25
NORTH KC SECURITY PATROL	114606	01/08/2019	maint agrment	21-550-6110	30.00
MIDWEST TAPE LLC	114592	01/08/2019	audiovisual	21-550-7340	23.24
MIDWEST TAPE LLC	114592	01/08/2019	audiovisual	21-550-7340	11.24
MIDWEST TAPE LLC	114592	01/08/2019	audiovisual	21-550-7340	59.48
MIDWEST TAPE LLC	114592	01/08/2019	audiovisual	21-550-7340	22.49
MIDWEST TAPE LLC	114592	01/08/2019	audiovisual	21-550-7340	5.24
MIDWEST TAPE LLC	114592	01/08/2019	audiovisual	21-550-7340	17.24
MIDWEST TAPE LLC	114592	01/08/2019	audiovisual	21-550-7340	22.49
MIDWEST TAPE LLC	114592	01/08/2019	audiovisuall	21-550-7340	14.99
CAAN T LEE	114550	01/08/2019	security	21-550-6355	192.00
ENVISIONWARE INC	114570	01/08/2019	computer supplies	21-550-7002	5,570.00
ENVISIONWARE INC	114570	01/08/2019	commuter supplies	21-550-7002	2,388.21
Department 550 - LIBRARY Total:					13,953.74

Department: 553 - RETIREE HEALTH INSURANCE

BLUE CROSS BLUE SHIELD OF	114536	01/09/2019	PCA INVOICE	53-553-5310	268.78
Department 553 - RETIREE HEALTH INSURANCE Total:					268.78

Department: 560 - WATER

VOYAGER FLEET SYSTEMS, INC	114533	12/24/2018	SERVICE THRU 12/24/2018 AC	60-560-7075	504.09
MCI	114530	12/25/2018	SERVICES THRU 12/25/18	60-560-6730	66.22
SPIRE MISSOURI INC	114532	12/27/2018	Service from 11/28-12/27/18	60-560-6720	1,393.23
LIFE INSURANCE CO OF NORT	114529	01/02/2019	WATER - CLASS 1	60-560-5300	218.09
LIFE INSURANCE CO OF NORT	114529	01/02/2019	WATER - CLASS 2	60-560-5300	40.15
HAWKINS INC	114575	01/04/2019	CL2 for water plant	60-560-7005	1,152.00
PRAXAIR DISTRIBUTORS INC	114612	01/04/2019	CO2 for water plant	60-560-7005	3,154.36

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Payment Dates: 01/03/2019 - 01/16/2019

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
NATIONAL EXTERMINATING	114601	01/07/2019	Water	60-560-6090	57.75
MINNESOTA ELEVATOR INC	114593	01/07/2019	quarterly service \$68 Water	60-560-7110	68.00
MISSOURI DOOR CO INC	114594	01/08/2019	Water Plant Gates	60-560-7190	141.25
RL YATES ELECTRIC CO INC	114617	01/08/2019	Maintenance Other	60-560-7190	416.80
DH PACE COMPANY INC	114565	01/08/2019	Maintenance - other	60-560-7190	1,612.50
SAM'S CLUB	114621	01/09/2019	Building Improvements - Uten	60-560-8730	150.49
MISSOURI ONE CALL SYSTEM I	114596	01/09/2019	Missouri One Call fee for Dece	60-560-6090	118.80
BLUE CROSS BLUE SHIELD OF	114536	01/09/2019	PCA INVOICE	60-560-5310	527.59
Department 560 - WATER Total:					9,621.32

Department: 570 - WATER POLLUTION CONTROL

AT&T	114523	12/21/2018	12/21/18-1/20/19 SERVICES A	61-570-6730	135.45
VOYAGER FLEET SYSTEMS, INC	114533	12/24/2018	SERVICE THRU 12/24/2018 AC	61-570-7075	67.31
MCI	114530	12/25/2018	SERVICES THRU 12/25/18	61-570-6730	66.22
SPIRE MISSOURI INC	114532	12/27/2018	Service from 11/28-12/27/18	61-570-6720	1,190.66
LIFE INSURANCE CO OF NORT	114529	01/02/2019	WPC - CLASS 1	61-570-5300	126.34
KCMO WATER SERVICES DEPT	114580	01/07/2019	Monthly charges for kcmo wa	61-570-6745	525,622.50
NATIONAL EXTERMINATING	114601	01/07/2019	WPC	61-570-6090	57.75
MICRO-COMM INC	114590	01/08/2019	SCADA Additions to Rock Cree	61-570-8750	8,346.00
RL YATES ELECTRIC CO INC	114617	01/08/2019	Electrical Work for Rock Cree	61-570-8750	5,080.00
KEYSTONE LABORATORIES INC	114582	01/09/2019	routine lab results and quarte	61-570-6430	140.00
KEYSTONE LABORATORIES INC	114582	01/09/2019	routine lab results and quarte	61-570-6430	345.00
KEYSTONE LABORATORIES INC	114582	01/09/2019	routine lab results and quarte	61-570-6430	309.25
KEYSTONE LABORATORIES INC	114582	01/09/2019	routine lab results and quarte	61-570-6430	701.65
KEYSTONE LABORATORIES INC	114582	01/09/2019	ROUTINE LAB AND WELL ANA	61-570-6430	974.00
KEYSTONE LABORATORIES INC	114582	01/09/2019	routine lab results and quarte	61-570-6430	162.75
KEYSTONE LABORATORIES INC	114582	01/09/2019	routine lab results and quarte	61-570-6430	1,034.70
KEYSTONE LABORATORIES INC	114582	01/09/2019	routine lab results and quarte	61-570-6430	2,909.20
KEYSTONE LABORATORIES INC	114582	01/09/2019	routine lab results and quarte	61-570-6430	140.00
RL YATES ELECTRIC CO INC	114617	01/09/2019	Sewage Lift Station Repairs	61-570-7155	469.34
Department 570 - WATER POLLUTION CONTROL Total:					547,878.12

Department: 580 - TRANSPORTATION

KCPL	114542	12/04/2018	12/4/18-1/3/19 SERVICES AC	22-580-6710	36.04
KCPL	114540	12/05/2018	12/05/18-1/6/19 SERVICES AC	22-580-6710	37.80
VOYAGER FLEET SYSTEMS, INC	114533	12/24/2018	SERVICE THRU 12/24/2018 AC	22-580-7075	1,276.30
MCI	114530	12/25/2018	SERVICES THRU 12/25/18	22-580-6730	66.23
SPIRE MISSOURI INC	114532	12/27/2018	Service from 11/28-12/27/18	22-580-6720	2,013.93
KCPL	114541	12/30/2018	11/30-12/30/18 SERVICES VA	22-580-6711	29,380.81
KCPL	114541	12/30/2018	11/30-12/30/18 SERVICES VA	22-580-6712	5,402.32
LIFE INSURANCE CO OF NORT	114529	01/02/2019	STREETS - CLASS 1	22-580-5300	150.68
LIFE INSURANCE CO OF NORT	114529	01/02/2019	STREETS - CLASS 2	22-580-5300	35.61
CUSTOM TREE CARE INC	114563	01/08/2019	Tree trimming and removals	22-580-7181	6,300.00
CUSTOM TREE CARE INC	114563	01/08/2019	Tree trimming and removals	22-580-7181	1,612.50
NORTHTOWN DEVCO	114608	01/15/2019	SALT BARN PROPERTY RENT	22-580-6130	420.20
Department 580 - TRANSPORTATION Total:					46,732.42

Grand Total: 945,783.30

Report Summary

Fund Summary

Fund	Payment Amount
10 - GENERAL FUND	242,458.46
20 - PARKS & RECREATION	3,849.36
21 - LIBRARY	13,953.74
22 - TRANSPORTATION	46,770.88
25 - GAMING	80,798.25
53 - HEALTH INSURANCE RESERVE	268.78
60 - WATER FUND	9,805.71
61 - WATER POLLUTION CONTROL	547,878.12
Grand Total:	945,783.30

Account Summary

Account Number	Account Name	Payment Amount
10-2251	FIRE & POLICE PENSION	6,844.70
10-2266	DEPENDENT CARE	499.98
10-2267	MEDICAL REIMBURSEM	882.36
10-2430	CLEARING	161,113.86
10-4620	AMBULANCE SERVICE BI	221.50
10-505-5300	LONG TERM DIABILITY I	432.68
10-505-5426	TRAINING/TRAVEL APPO	85.00
10-505-5490	PERSONNEL/BOARDS A	514.17
10-505-6030	OTHER LEGAL COSTS	902.02
10-505-6220	DUES & MEMBERSHIPS	870.80
10-505-7001	OFFICE SUPPLIES	224.40
10-506-5300	LONG TERM DIABILITY I	41.91
10-510-5220	PENSION EXPENSE	8,904.49
10-510-5300	LONG TERM DISABILITY I	1,660.69
10-510-5426	TRAINING/TRAVEL APPO	4.10
10-510-5480	PHYSICIAN FEES	1,000.00
10-510-6050	PUBLIC RELATIONS	22.44
10-510-6090	OTHER PROFESSIONAL S	5,600.00
10-510-6220	DUES & MEMBERSHIPS	70.00
10-510-6305	AMBULANCE BILLING C	2,085.90
10-510-7001	OFFICE SUPPLIES	99.12
10-510-7010	FIREFIGHTING SUPPLIES	95.26
10-510-7011	FIRST AID SUPPLIES	1,259.77
10-510-7013	FIRE PREVENTION	199.98
10-510-7014	QUARTERS MAINTENAN	869.44
10-510-7050	UNIFORMS	603.94
10-510-7075	GASOLINE	2,554.01
10-510-7090	OTHER SUPPLIES	15.00
10-510-7140	VEHICLE MAINTENANCE	6,263.74
10-510-7210	MINOR EQUIPMENT	271.39
10-510-8750	EQUIPMENT	260.00
10-515-5220	PENSION EXPENSE	6,330.49
10-515-5300	LONG TERM DISABILITY I	1,480.48
10-515-5426	TRAINING/TRAVEL APPO	573.27
10-515-6060	COMPUTER OPERATION	789.98
10-515-6220	DUES & MEMBERSHIPS	375.00
10-515-6324	BOARDS EXPENSE	75.00
10-515-6360	KC CRIME COMMISSION	5,000.00
10-515-6395	OTHER SERVICES	31.50
10-515-7001	OFFICE SUPPLIES	512.00
10-515-7018	INVESTIGATIVE OPERATI	473.15
10-515-7020	DETENTION SUPPLIES	3,120.00
10-515-7022	RANGE SUPPLIES	55.00
10-515-7050	UNIFORMS	305.44
10-515-7075	GASOLINE	3,820.98

Account Summary

Account Number	Account Name	Payment Amount
10-515-7140	VEHICLE MAINTENANCE	230.00
10-521-5300	LONG TERM DISABILITY I	102.07
10-521-6057	RECYCLING SERVICES	72.60
10-521-6090	OTHER PROFESSIONAL S	20.00
10-521-7006	CUSTODIAL SUPPLIES	158.01
10-521-7075	GASOLINE	911.25
10-521-7110	BUILDING MAINTENANC	389.00
10-521-7210	MINOR EQUIPMENT	2,841.00
10-521-8730	BUILDING IMPROVEME	4,359.31
10-525-5300	LONG TERM DISABILITY I	107.68
10-525-6040	DESIGNING & ENGINEER	2,384.23
10-525-6090	OTHER PROFESSIONAL S	20.00
10-525-6220	DUES & MEMBERSHIPS	185.00
10-525-7075	GASOLINE	57.68
10-526-5300	LONG TERM DISABILITY I	157.23
10-526-7075	GASOLINE	109.29
10-533-5420	TUITION REIMBURSEME	428.54
10-533-5470	EMPLOYEE RECRUITME	40.50
10-533-6115	SOFTWARE MAINT & SE	1,950.57
10-533-6130	RENTAL - PARKING 2011	350.00
10-533-6310	GENERAL LIABILITY INSU	857.50
10-533-6326	REAL ESTATE TAXES	-2,721.86
10-533-6710	ELECTRICITY	444.89
10-533-6720	GAS	972.32
10-533-6730	TELEPHONE	616.71
20-2267	MEDICAL REIMBURSEM	95.00
20-4660	SPACE RENTALS	257.50
20-540-5300	LONG TERM DISABILITY I	135.99
20-540-6620	SPECIAL PARK EVENTS	5.22
20-540-6630	SENIOR TRIPS	756.00
20-540-6720	GAS	679.77
20-540-7006	BUSINESS FORMS	1,188.18
20-540-7075	GASOLINE	184.70
20-540-7110	BUILDING MAINTENANC	130.00
20-540-7190	OTHER MAINTENANCE	417.00
21-550-5300	LONG TERM DISABILITY I	131.21
21-550-6110	MAINTENANCE AGREEM	498.14
21-550-6355	OTHER SERVICES	249.25
21-550-6730	TELEPHONE	556.58
21-550-7002	COMPUTER SUPPLIES	7,958.21
21-550-7009	POSTAGE & METER EXPE	105.00
21-550-7340	AUDIOVISUAL	395.75
21-550-7360	CATALOGING & PROCESS	40.63
21-550-7370	BOOKS	4,018.97
22-2267	MEDICAL REIMBURSEM	38.46
22-580-5300	LONG TERM DISABILITY I	186.29
22-580-6130	LEASE/RENTAL AGREEM	420.20
22-580-6710	ELECTRICITY	73.84
22-580-6711	STREET LIGHTS	29,380.81
22-580-6712	LEASED TRAFFIC SIGNAL	5,402.32
22-580-6720	GAS	2,013.93
22-580-6730	TELEPHONE	66.23
22-580-7075	GASOLINE	1,276.30
22-580-7181	TREE MAINTENANCE	7,912.50
25-4780	NON-RECURRING REVEN	-7.00
25-535-6390	CONTINGENCIES	1,524.00
25-535-8730	BUILDING IMPROVEME	4,251.25
25-535-8750	EQUIPMENT	60,788.00

Account Summary

Account Number	Account Name	Payment Amount
25-535-8760	INFORMATION TECHNOL	14,242.00
53-553-5310	HEALTH, DENTAL & LIFE I	268.78
60-2054	UTILITY REFUNDS PAYAB	34.39
60-2267	MEDICAL REIMBURSEM	150.00
60-560-5300	LONG TERM DISABILITY I	258.24
60-560-5310	HEALTH, DENTAL & LIFE I	527.59
60-560-6090	OTHER PROFESSIONAL S	176.55
60-560-6720	GAS	1,393.23
60-560-6730	TELEPHONE	66.22
60-560-7005	CHEMICALS	4,306.36
60-560-7075	GASOLINE	504.09
60-560-7110	PLANT MAINTENANCE	68.00
60-560-7190	MAINTENANCE OTHER	2,170.55
60-560-8730	BUILDING IMPROVEME	150.49
61-570-5300	LONG TERM DISABILITY I	126.34
61-570-6090	OTHER PROFESSIONAL S	57.75
61-570-6430	LABORATORY FEES	6,716.55
61-570-6720	GAS	1,190.66
61-570-6730	TELEPHONE	201.67
61-570-6745	SEWAGE CHARGE KCMO	525,622.50
61-570-7075	GASOLINE	67.31
61-570-7155	LIFT STATION MAINTENA	469.34
61-570-8750	EQUIPMENT	13,426.00
	Grand Total:	945,783.30

Project Account Summary

Project Account Key	Payment Amount
None	848,306.25
1831	28,498.00
2252	32,290.00
2301	4,251.25
2341	260.00
5871	150.49
6551	1,230.00
6672	13,426.00
9381	13,012.00
9441	4,359.31
	Grand Total:
	945,783.30

Upcoming City Items of Note

Dates Below Are Subject to Change

Items in red are Parks & Recreation Events

January 8, 2019, 6:00 p.m.	Special Council Work Session – Harrah’s Charitable Fund Allocations
January 15, 2019	Last Day of Candidate Filing
January 17, 2019, 2:00 p.m.	Blind Lottery Drawing for Names on Election Ballot – City Council Chambers
January 25, 2019 6:30 p.m.	Winter Princess Formal, Parks and Recreation Center
April 6, 2019, 1:30 p.m.	Bone-Anza, Waggin’ Trail Park
April 12-14, 2019, 9:00 a.m.	Bib Libbey Pickleball Tournament, Macken Park
June 14-15, 2019, 5:00 p.m.	Arts in the Park, Macken Park
June 14, 2019, 7:00 p.m.	Friday Night Concert, Macken Park
June 28, 2019 6:00 p.m.	A Night Out, Macken Park
June 28, 2019, Dusk	Movie in the Park, Macken Park
July 12, 2019, 7:00 p.m.	Friday Night Concert, Macken Park
July 26, 2019, Dusk	Movie in the Park, Macken Park
August 9, 2019, 7:00 p.m.	Friday Night Concert, Macken Park
September 14, 2019, 6:30 p.m.	Back to School Bash, Macken Park
September 14, 2019, Dusk	Movie in the Park, Macken Park
October 12, 2019, 1:30 p.m.	Howl-O-Ween, Waggin’ Trail Park
October 26, 2019, 11:00 a.m.	Spooktacular, Macken Park
November 9, 2019	Veteran’s Day Commemoration, Memorial Park
November 15, 2019, 10:00 a.m.	Mistletowne Market, Parks and Recreation Center
November 15, 2019, 6:00 p.m.	Mayor’s Tree Lighting, City Hall
November 21, 2019, 7:00 p.m.	Fire Dept. Recognition Ceremony, Fire Station #1
November 23, 2019, 10:00 a.m.	Mistletoe Market – Parks and Recreation Center
November 24, 2019, 10:00 a.m.	Mistletoe Market – Parks and Recreation Center

PARK RULES

The North Kansas City Parks and Recreation Board and Staff are committed to providing residents, businesses and visitors of North Kansas City with remarkable recreational, leisure services and experience. To maintain a safe and satisfying atmosphere throughout the park service, all park users are asked to comply with park rules and conduct themselves in a proper manner while participating in activities in North Kansas City parks. If patrons are unwilling to comply with park rules, the Parks and Recreation employees are authorized to enforce the rules and to instruct violators to leave the park. Persons who do not comply may be subject to prosecution for trespassing. **These rules are applicable to all parks and facilities that are under the jurisdiction of the North Kansas City Parks and Recreation Board (the Parks and Recreation Center and Macken, Dagg, Waggin' Trail, Wheel and River Forest Parks).**

- Animals are not allowed at Dagg Park or on any playground surfaces. Only small domesticated pets that are restrained by leash are allowed at the other parks. Dogs may be off-leash at Waggin' Trail Park only. All waste must be picked up and disposed of properly. Animals that are prohibited include, but are not limited to, horses, cattle, sheep and pigs.
- The riding of bicycles or skateboards is restricted to Wheel Park. Small children accompanied by a parent may use wheels on paths.
- Public address systems, loud speakers, DJs, bands and similar apparatus require permission from the Parks and Recreation Director. Music may be played at the shelter at a reasonable level. If it can be heard by anyone outside of your party you may be asked to turn it down. If you fail to comply you will be asked to turn it off. All music must be turned off by 9:00 pm.
- Pop-up tents, canvas coverings, or any form of tables and chairs are not allowed outside the concrete patio of the shelter. If a pop-up tent or canvas covering is used, support weights are required to keep the structure secure. Approval from the Parks and Recreation Director is required if you seek additional tables and chairs outside the shelter.
- A SPECIAL USE PERMIT must be submitted 45 days prior to the proposed special event for approval from the Parks and Recreation Director. A Special Use Permit is required for events including but not limited to: organized walk/run events; weddings; DJs or bands; food vendors preparing and serving food on-site; more than two inflatables or carnival games.
- A \$25 INFLATABLE PERMIT is required for use of any type of inflatable or bounce house at a Macken Park shelter. Inflatables of any type are not allowed at Dagg Park.

THE FOLLOWING ACTIVITIES ARE PROHIBITED IN ANY NORTH KANSAS CITY PARK OR FACILITY

- Smoking, drinking alcohol, public inebriation, possession or using a controlled substance.
- Damaging, defacing or misusing park equipment, buildings or grounds.
- Discharging or using any firearm or any other device in which force is used to propel projectiles.
- Prolonged sleeping on benches, picnic tables or remaining in the park after closing time.
- Using offensive, threatening, harassing or abusive language or gestures.
- Using or walking through park facilities and playing fields that are reserved or in use by others.
- Fighting physically or verbally with another park patron or park personnel.
- Driving on park grounds beyond parking lots, hard surfaces or public access.
- Soliciting or panhandling.
- Leaving trash, littering in or around shelters and park grounds.

PARK HOURS

MACKEN PARK
5 AM - 11 PM
WAGGIN' TRAIL
6 AM - 9 PM or SUNSET
WHICHEVER COMES FIRST

DAGG PARK
PARK: 8 AM - DARK
DUE TO MAINTENANCE, PARK OPENS AT NOON
MONDAYS, MARCH 1 - NOV. 1
SPRAY GROUND: 10 AM - 8 PM
MEMORIAL DAY WEEKEND - SEPT. 30, WEATHER PERMITTING

SHELTER RULES

ALL SHELTERS MUST BE CLEANED UP AND VACATED AT 9:00 PM

These rules apply to ALL shelter usage. Anyone violating any of the rules will be asked to leave the premises. If you do not vacate the premises, you may be subject to prosecution for trespassing (City ordinance #9.28.020). This applies to reserved and walk-up users.

1. ALL USERS OR GROUPS are expected to leave the facility in a clean and presentable condition. Please use provided receptacles for trash and food. Clean up all debris dropped on the concrete surface and around the shelter grounds. Remove all personal belongings.
2. Your use of the shelter is limited to your reserved block of time. You must vacate the premises when your reserved time is over.
3. A \$25 INFLATABLE PERMIT is required for use of any type of inflatable or bounce house at a Macken Park shelter. Inflatables of any type are not allowed at Dagg Park.
4. A SPECIAL USE PERMIT must be submitted 45 days prior to the proposed special event for approval from the Parks and Recreation Director. A Special Use Permit is required for events including but not limited to: organized walk/run events; weddings; DJs or bands; food vendors preparing and serving food on-site; more than two inflatables or carnival games. Permit applications can be found at www.nkc.org.
5. Pop-up tents, canvas coverings, or any form of tables and chairs are not allowed outside the concrete patio of the shelter. If a pop-up tent or canvas covering is used, support weights are required to keep the structure secure. Approval from the Parks and Recreation Director is required if you seek additional tables and chairs outside the shelter.
6. Public address systems, loud speakers, DJs, bands and similar apparatus require permission from the Parks and Recreation Director. Music may be played at your shelter if it cannot be heard by anyone outside your party. You may be asked to turn it down if it is too loud. If you fail to comply, you will be asked to turn it off.

PROHIBITED ITEMS

- Piñatas, confetti, silly string and water ballons: These are hard to clean up and toxic for animals and the environment.
- Adhesives and metal fasteners of any kind (tape, staples, tacks, etc.) on ANY structures in the park, including shelters
- Grills of any type (Dagg Park only)
- Alcoholic beverages: City ordinance #9.24.010 prohibits all alcoholic beverages, including beer, on park property including parking lots. Violators will be asked to vacate the premises immediately by park staff; failure to comply will result in prosecution for trespassing and violating park rules.
- All unauthorized vehicles, commercial and private, are prohibited beyond designated areas. All equipment (picnic, sports, etc.) must be carried.

**NO REFUNDS FOR ANY REASON, INCLUDING INCLEMENT WEATHER
RESERVATION CHANGE POLICY: \$25 FEE FOR ANY CHANGES**

**Minutes of the North Kansas City, Missouri City Regular Council Meeting of
January 15, 2019**

The City Council met in special session on Wednesday, January 15, 2019, in the North Kansas City Council Chambers at 7:00 p.m.

The following were present:

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

Staff Present: Eric Berlin, City Administrator
Kim Nakahodo, Assistant City Administrator
Steve Beamer, Police Chief
Dave Hargis, Fire Chief
Sara Copeland, Community Development Director
Stephen Roberts, IT
David Harris, Building Official
Tom Barzee, City Counselor
Crystal Doss, City Clerk

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

The meeting opened with a moment of silence and the Pledge of Allegiance. Opening

James Baskell approached the Council asking them to waive his granddaughter's ambulance bill. City Administrator Eric Berlin stated he would look into this and report back. Comments from the Public

Consent agenda included the following items: Consent Agenda

Approval of the minutes of the Work Session Meeting of January 2, 2019

Approval of the minutes of the Regular Council Meeting of January 2, 2019

Short-term Conditional Use Permit – Annual Brandon Russell “Flash Dash” Run 4 Fun & 5K

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

Resolution Commending James R. Hampton and his work with the Northland EDC. City Administrator Eric Berlin read the resolution and presented it to Mr. Hampton. Mr. Hampton thanked the Council for the recognition and expressed how much he has enjoyed working with the City of North Kansas City and watching it grow.

Resolution
Commending James R.
Hampton

Consideration of an Ordinance Adopting and Approving a Development Agreement Between the City of North Kansas City, Missouri and 18th and Swift, LLC for a Certain Development Project in the City {Bill No. 7368 (Ordinance No. 9165)}. City Administrator Berlin stated that in April, 2018, the City issued a Request for Proposals to qualified firms for development of the 1.3-acre City-owned property located at the southwest corner of 18th Avenue and Swift Street into a desirable addition to downtown North Kansas City. The property currently serves as a municipal parking lot. The intent of the development is to provide additional high-quality residential units in the City on under-utilized land and at the same time retain public parking. After evaluating the proposals received, staff commenced negotiations with Sunflower Development Group. Now before Council for consideration is a development agreement with 18th and Swift LLC (the “Developer”), which is a company affiliated with Sunflower. In its memo, staff summarizes the major business terms of the Development Agreement. Staff recommends approval of the agreement. Discussion ensued. C. Farr moved that Bill No. 7368 be placed on first reading, seconded by C. Sanders. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Pearman, yes – C. Sanders, yes. Motion carried. Bill No. 7368 was read. C. Farr moved that Bill No. 7368 be placed on second and final reading and passed as Ordinance No. 9165, seconded by C. Pearman. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Pearman, yes – C. Sanders, yes. Motion carried. Bill No. 7368 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said

Ordinance No. 9165 –
18th and Swift
Development
Agreement

Bill was then numbered 9165, was signed and approved by the Mayor, and attested by the City Clerk.

Consideration of an Ordinance Approving a Plan for an Industrial Development Project; Authorizing the City of North Kansas City, Missouri to issue Its Taxable Industrial Development Revenue Bonds; and Authorizing and Approving Documents and Certain Actions in Connection Therewith {Bill No. 7366 (Ordinance No. 9163)}. City Administrator Berlin asked Mr. Matt Webster of George K. Baum, the City's financial advisor, to present this item to Council. Mr. Webster stated that the Master Developer of One North is seeking benefits under the Chapter 100 statute and the Master Development Agreement for the parcel in the One North development for which apartments are slated. This would include property tax abatement (which would substitute for previously approved tax increment financing property tax abatement) for a period of twenty years as well as a sales tax exemption on construction materials. At its meeting of December 18, 2018, the City Council passed a resolution indicating its intent to approve this application, which is now before the Council for formal consideration. In its memo, staff evaluates the request, and recommends approval. Discussion ensued. C. Farr moved that Bill No. 7366 be placed on first reading, seconded by C. Clevenger. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Pearman, yes – C. Sanders, yes. Motion carried. Bill No. 7366 was read. C. Farr moved that Bill No. 7366 be placed on second and final reading and passed as Ordinance No. 9163, seconded by C. Clevenger. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Pearman, yes – C. Sanders, yes. Motion carried. Bill No. 7366 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9163, was signed and approved by the Mayor, and attested by the City Clerk.

Ordinance No. 9163 –
Approval of Issuance of
Chapter 100 Bonds –
Apartments in One
North Area

C. Steffen remarked that on the agenda it was stated that the public should be given an opportunity to speak on this item. Mayor Stielow inquired if there was any public comment on the item just considered. None was heard.

Consideration of an Ordinance Adopting and Approving a Contract By and Between the City of North Kansas City, Missouri, and the Kansas City Area Transportation Authority for Public Transportation Services Within the City of North Kansas City, Missouri {Bill No. 7363 (Ordinance No. 9160)}. City Administrator Berlin asked Assistant City Administrator Nakahodo to present this item to Council. Ms. Nakahodo stated that the City contracts with the Kansas City Area Transportation Authority (KCATA) for fixed route and on-demand (MetroFlex mini-bus) bus service within North Kansas City. She noted that this agreement is not for an entire year but for six months. The reason is that KCATA will be performing a Mobility & Transit Study in early 2019. This study will analyze different transit options to not only better serve their passengers but become more efficient. Due to the time of this study, KCATA has requested that we enter into a 6-month agreement, so they can utilize the study to potentially lessen the cost of our service in the last half of 2019. Don Bolin with the KCATA answered Council's questions. C. Clevenger moved that Bill No. 7363 be placed on first reading, seconded by C. Farr. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Pearman, yes – C. Sanders, yes. Motion carried. Bill No. 7363 was read. C. Clevenger moved that Bill No. 7363 be placed on second and final reading and passed as Ordinance No. 9160, seconded by C. Sanders. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Pearman, yes – C. Sanders, yes. Motion carried. Bill No. 7363 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9160, was signed and approved by the Mayor, and attested by the City Clerk.

Ordinance No. 9160 –
Six-Month Renewal of
Service Contract with
the Kansas City Area
Transportation
Authority (KCATA) for
Fixed Route and Flex
Bus Service

Consideration of an Ordinance Adopting and Approving the First Amendment to Agreement for Option to Purchase Property By and Between the City of North Kansas City, Missouri, and Matt Adam Development Co., Inc., Regarding Certain Real Property Generally Located At and Adjoining 1007 Armour Road in North Kansas City, Missouri {Bill No. 7365 (Ordinance No. 9162)}. City Administrator Berlin stated that in February 2018 City Council approved giving Matt Adam Development ("Matt Adam") an option to purchase the City-owned property located at 1007 Armour (Linn & Armour). The option expires on January 31, 2019. The City has received a request from Matt Adam to extend the purchase option for the property to December 31, 2019. Mr. Berlin reviewed the terms of the current option and recommends approval of the requested extension. Discussion ensued. Ryan Tull

Ordinance No. 9162 –
Request by Matt Adam
Development to Extend
Time for Option to
Purchase – 1007
Armour

with Matt Adam Development answered the Council's questions. C. Farr moved that Bill No. 7365 be placed on first reading, seconded by C. Clevenger. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Pearman, yes – C. Sanders, yes. Motion carried. Bill No. 7365 was read. C. Farr moved that Bill No. 7365 be placed on second and final reading and passed as Ordinance No. 9162, seconded by C. Pearman. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Pearman, yes – C. Sanders, yes. Motion carried. Bill No. 7365 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9162, was signed and approved by the Mayor, and attested by the City Clerk.

Consideration of Proposed Changes to On-Street Parking Time Restrictions (Discussion Item). City Administrator Berlin asked Community Development Director Sara Copeland to present this item to Council. Ms. Copeland stated that the Parking Management Plan, adopted by the City Council on September 19, 2018 and by the Planning Commission on November 1, 2018, recommended that the City update parking enforcement measures, including review of on-street parking time restrictions to provide more consistent and focused restrictions. Ms. Copeland reviewed several proposed changes to the existing restrictions, the results of feedback on these proposals by stakeholders in the area, and current staff recommendations. Discussion ensued. The City Council consensus was for staff to move forward in preparing an ordinance that would remove the 1200 block of Swift from timed parking; maintain 2-hour parking in the 1500 block of Swift; defer adding a 2-hour parking restriction until there are additional retail tenants in the 100 block of Armour, at which time this may come back to Council; and change all 30-minute parking and 3-hour parking restrictions north of Armour to 2-hour parking restrictions.

Consideration of an Ordinance Amending Chapter 5.04, "Business Licenses Generally," of the Code of the City of North Kansas City, Missouri {Bill No. 7364 (Ordinance No. 9161)}. City Administrator Berlin asked Assistant City Administrator Nakahodo to present this item to Council. Ms. Nakahodo stated that on December 4, 2018, the City Council hosted a Work Session to discuss the City's business license process and a few proposed code amendments. At the conclusion of the work session, the City Council directed staff to bring forward the proposed changes for formal Council consideration. Ms. Nakahodo

Proposed Changes to On-Street Parking Time Restrictions (Discussion Item)

Ordinance No. 9161 – Proposed Code Amendments – Chapter 5.04 "Business License Generally"

reviewed the changes that were incorporated in the ordinance. The effective date for the changes will not be until June 30, 2019, as renewal letters have already been sent out for this year. Discussion ensued. C. Farr moved that Bill No. 7364 be placed on first reading, seconded by C. Sanders. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C Pearce, yes – C. Pearman, yes – C. Sanders, yes. Motion carried. Bill No. 7364 was read. C. Farr moved that Bill No. 7364 be placed on second and final reading and passed as Ordinance No. 9161, seconded by C. Pearman. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C Pearce, yes – C. Pearman, yes – C. Sanders, yes. Motion carried. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9161, was signed and approved by the Mayor, and attested by the City Clerk.

Consideration of Approval of Allocation of Harrah’s Charitable Funds Contribution. City Administrator Berlin stated that the City’s ground lease with Harrah’s Casino provides that Harrah’s North Kansas City will make a charitable contribution to qualified charitable organizations that provide services or other benefits to residents of the City. The charitable contribution is the greater of one percent of Harrah’s net operating income for the last fiscal year or \$100,000. (For this year, Harrah’s has advised that the amount shall be \$100,000.) At its special meeting on January 18, 2019, the City Council met, reviewed the applications, and determined allocations for applying organizations which are now before the Council for form approval. C. Pearman moved to approve the allocations, seconded by C. Sanders. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C Pearce, yes – C. Pearman, yes – C. Sanders, yes. Motion carried.

Allocation of Harrah’s
Charitable Funds
Contribution

Consideration of a Resolution Adopting a City Strategic Plan (Resolution No. 19-004). City Administrator Berlin stated that at its work session on January 2, 2019, the City Council considered the draft Strategic Plan to guide the City over the new few years and instructed staff to present a final draft for approval. C. DeLong moved to approve Resolution No. 19-004, seconded by C. Sanders. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C Pearce, yes – C. Pearman, yes – C. Sanders, yes. Motion carried.

Resolution No. 19-004
– Approval of City
Strategic Plan

Consideration of Approval of Mobile Data Terminal (MDT) Purchase. City Administrator Berlin asked IT Manager Stephen Roberts to present this item to Council. Mr. Roberts stated that the FY 2019 Gaming Fund Budget includes funds to replace the MDTs in the Police vehicles. To facilitate the purchase, staff worked with Panasonic and was able to obtain pricing from a purchasing contract with the Jasper County Sheriff's Office (Contract #JCSO 2017-18: Computers and Network Technology). The contract price represents the best price from a previously bid contract with the Jasper County Sheriff's Office and is serviced by Turn-Key Mobile, Inc. The cost for the MDTs is \$47,500. C. Farr moved to approve the purchase, seconded by C. Pearce. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Pearman, yes – C. Sanders, yes. Motion carried.

Approval of Mobile
Data Terminal (MDT)
Purchase

Consideration of a Resolution Approving Second Amendment to Contract with Musselman & Hall Contractors, LLC, for Construction of Various Concrete Projects (Resolution No. 19-0010). City Administrator Berlin asked Public Works Director Pat Hawver to present this item to Council. Mr. Hawver stated that the City's contract with Musselman and Hall for concrete repairs was approved by Council on January 17, 2017. The term of the contract was for one year, and it can be renewed for up to two additional one-year periods with approval by the City Council. The Council approved a one-year contract renewal on January 2, 2018. Musselman and Hall has requested a second and final one-year renewal that would include an approximate 2.5% increase to the 2018 hourly rates. In addition, a \$2.00 per hour increase from the 2018 equipment rates has been requested. Staff deems these increases to be reasonable. The Public Works staff is pleased with the concrete repair work Musselman and Hall has performed during the first two years of their contract and recommends approval of a one-year extension to their contract to continue their services. Discussion ensued. C. Farr moved to approve Resolution No. 19-001, seconded by C. DeLong. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Pearman, yes – C. Sanders, yes. Motion carried.

Resolution No. 19-001
– Renewal of Contract
with Musselman and
Hall

Consideration of a Resolution Amending the Gaming Fund Budget for Fiscal Year 2018-2019 in the Amount of \$15,120 for the City's Annual TASER Payment (Resolution No. 19-005). City Administrator Berlin asked Police Chief Steve Beamer to present this item to Council. Chief Beamer stated that on October 17, 2017, the Council approved entering into an agreement with Axon (formerly TASER International) for the

Resolution No. 19-005
– Budget Resolution for
TASER Lease/Purchase
Agreement

purchase of conducted energy weapons commonly known as tasers to replace the department's obsolete units. The agreement provided for five payments over five years, with payments of \$15,120 scheduled in fiscal years 2019, 2020, 2021 and 2022. Unfortunately, the Police Department failed to include the funding for the second year's payment to TASER in its FY 2019 budget request. Staff therefore requests adoption of a budget amendment in the FY 2019 General Fund in the amount of \$15,120 so the required annual payment can be made. Discussion ensued. C. Farr moved that Resolution No. 19-005 be approved, seconded by C. Sanders. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C Pearce, yes – C. Pearman, yes – C. Sanders, yes. Motion carried.

Consideration of an Ordinance Authorizing Payment for Certain Accounts Due and Payable by the City Through December 28, 2018 {Bill No. 7369 (Ordinance No. 9166)}. C. Farr moved that Bill No. 7369 be placed on first reading, seconded by C. Stewart. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C Pearce, yes – C. Pearman, yes – C. Sanders, yes. Motion carried. Bill No. 7369 was read. C. Farr moved that Bill No. 7369 be placed on second and final reading and passed as Ordinance No. 9166, seconded by C. Stewart. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C Pearce, yes – C. Pearman, yes – C. Sanders, yes. Motion carried. Bill No. 7369 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9166, was signed and approved by the Mayor, and attested by the City Clerk.

Ordinance No. 9166 –
Approving Accounts
Due and Payable by
the City Through
January 11, 2019

Mr. Berlin stated that the Upcoming City Items of Note report was included in the Council packets for review. He also stated that Park Director Kelli Votypka had included the new Parks Board Revised Park and Shelter Rules for the Council's information.

Staff Comments

C. Clevenger congratulated Jim Hampton. He also thanked the Parks Department for the updated park rules.

Councilmembers'
Comments

C. Stewart thanked the Public Works department for having the tree contractor out today taking care of the limbs from the recent storm. He stated that the MetroFlex was used a lot during the bad weather.

C. Steffen stated that Saturday night after the Chief's game he saw a flash and a big bang, and a transformer had blown. He noticed a fire in the overhead wires in two separate spots. He called the Fire Department who immediately responded and took care of this issue. He also asked if the City of North Kansas City has warm shelters in the electricity where people can go during a long power outage. City Administrator Berlin stated that the City would work with the YMCA in such an instance. C. Steffen thanked Public Works for clearing the streets. He stated he was sorry to see that the Henry Wurst company is closing down in North Kansas City. He also stated that the video of our police officer Jason Smith rescuing the kitten has gone viral and global.

C. Farr had nothing at this time.

C. DeLong had nothing at this time.

C. Pearce thanked the City and citizens for cleaning the streets and sidewalks during and after the recent storm.

C. Pearman thanked Public Works for the snow removal. She stated the Christmas tree pickup would be tomorrow. She also thanked Public Works for the removal of tree limbs. She stated it is great to continue watching the developments that are taking place in North Kansas City. She also recognized Officer Smith for rescuing the kitten. She stated that she had been contacted by the high school's Robotic Club looking for a space to hold their meetings while the construction process is going on at the high school. She stated she contacted the City and Rich Groves with the Business Council and a couple of ideas are in process now.

C. Sanders also commended Officer Smith for his recent rescue of the kitten. He stated it is nice to have positive recognition for our Police Department.

Mayor Don 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 litigation matter pursuant to Missouri Revised Statutes § 610.021(1). C. Farr moved to recess into executive session at 8:15 p.m., seconded by C. Clevenger. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C.

Executive Session

DeLong, yes – C Pearce, yes – C. Pearman, yes – C. Sanders, yes.
Motion carried.

Consideration of a request to hold and recess into an executive session, as requested by the City Administrator, to be held on this date, on a real estate matter pursuant to Missouri Revised Statutes § 610.021(2). C. Farr moved to recess into executive session at 8:15 p.m., seconded by C. Stewart. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C Pearce, yes – C. Pearman, yes – C. Sanders, yes. Motion carried.

Executive Session

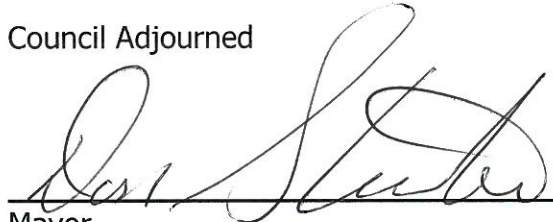
Consideration of a request to hold and recess into an executive session, as requested by the City Administrator, to be held on this date, on a personnel matter pursuant to Missouri Revised Statutes § 610.021(3). C. Farr moved to recess into executive session at 8:15 p.m., seconded by C. Clevenger. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C Pearce, yes – C. Pearman, yes – C. Sanders, yes. Motion carried.

Executive Session

C. Pearman moved to go back into regular session and adjourn at 8:55 p.m., seconded by C. Pearce. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C Pearce, yes – C. Pearman, yes – C. Sanders, yes. Motion carried.

Adjournment

Council Adjourned



Mayor

Attest:



City Clerk

Approved this 5th day of February 2019