




CITY OF NORTH KANSAS CITY, MISSOURI REGULAR COUNCIL MEETING

February 19, 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 Meeting on February 5, 2019** 
6. **Approval of the minutes of the Regular Council Meeting of February 5, 2019** 
7. **Appointment of Scott Ruch as Alternate on the Board of Zoning Adjustment** 

Mayor Stielow has appointed Scott Ruch to serve as Alternate on the Board of Zoning Adjustment. Council confirmation of the appointment is requested.

Regular Items

8. **Auditor's Presentation of FY 2017-2018 Financial Statements**

The City's Auditor, RSM US LLP, has completed its audit of the City's financial statements for Fiscal Year 2017-18, and will present its report to the City Council.

9. Petition to Form a Community Improvement District (Chappell's Restaurant) – Public Hearing 

1. Open Public Hearing
2. Presentation of Request By Petitioner
3. Staff Report
4. Public Comments
5. Close Public Hearing

The City has received a petition to form a community improvement district (CID) for the property on which Chappell's Restaurant is located. No land other than the Chappell's property is in the proposed district. If the petition is granted the restaurant property will become its own separate political subdivision. The petitioners seek the ability to levy a new 1-cent sales tax on behalf of the CID. For reasons noted in its memo, staff recommends against approval of the ordinance approving the petition and establishing the CID. Staff requests that the City Council conduct the public hearing. If the Council wishes to proceed with formation of the CID, staff will work with the petitioner to bring forward the necessary documents for future Council action.

10. Potential Median Closures, Burlington Corridor Complete Street Project (Discussion Item) 

In the course of completing preliminary design for the Burlington Corridor complete street improvements, one discussion item has been the median openings along Burlington. In its memo, staff suggests Council consideration of closure of the medians on Burlington at 20th Avenue and 15th Avenue. Any changes to the roadway will require the approval of the Missouri Department of Transportation (MoDOT), because Burlington is a state route. Staff is interested in obtaining direction from the City Council about interest and willingness to consider these median closures before going any further.

11. Letter Agreement for Engineering Services for 16th Avenue Bicycle Lanes (Resolution No. 19-008) 

With the completion of the cycle track on Diamond Parkway and planned construction of the cycle track on Burlington in 2020, 16th Avenue is a key corridor to provide an east-west link between these facilities. The letter agreement before the City Council for approval is to provide engineering services to design bicycle lanes on 16th Avenue. In its memo, staff reviews the results of procurement of these services, and recommends award of the work to Olsson Engineering.

12. Funding Agreement with MoDOT, Burlington Corridor Improvements {Bill No. 7380 (Ordinance No. 9177)}






MoDOT staff has offered to contribute funds to the Burlington Corridor Improvements project for mill and overlay of the roadway surface. This contribution will replace the planned surface treatment for the roadway. The contribution from MoDOT will be approximately \$262,000, to be reimbursed to the City at construction. Before Council is a Funding Agreement to formalize the financial arrangements regarding both the federal funds and MoDOT's contribution. Approval of this agreement is required for the City to receive these funds in 2020. The agreement includes, in Section 8, acknowledgement that the City will maintain the bicycle improvements and aesthetic improvements. A future maintenance agreement between MoDOT and the City will spell out these obligations in more detail. Staff recommends approval.

13. Approving Accounts Due and Payable by the City through February 15, 2019. {Bill No. 7381 (Ordinance No. 9178)}



14. Staff Comments

- Upcoming City Items of Note 
- YMCA 2018 Financial Report 
- YMCA 2019 Budget 

15. Councilmember Comments

16. Mayor's Comments

17. 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).

18. Consideration of a request to hold and recess into an executive session, as requested by the City Counselor, to be held on this date, on a litigation matter pursuant to Missouri Revised Statutes §610.021(1).

19. 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
February 5, 2019**

The City Council met in an open work session on Tuesday, February 5, 2019, in the North Kansas City Council Chambers at 6:00 p.m.

The following were present:

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

Staff Present: Eric Berlin, City Administrator
Kim Nakahodo, Assistant City Administrator
Tom Barzee, City Counselor
Steve Beamer, Police Chief
Sara Copeland, Community Development Director
Casey Campbell, Human Resources Manager
Crystal Doss, City Clerk
Stephen Roberts, IT Manager

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

City Administrator Eric Berlin stated that this work session is to discuss proposed medical marijuana zoning ordinance amendment recommendations. He asked Community Development Director Sara Copeland to present this item to Council. Ms. Copeland outlined potential changes to the current zoning ordinance that staff would recommend pertaining to medical marijuana, a constitutional amendment for which was passed by voters last November. Discussion ensued. Council consensus was for staff to prepare an ordinance incorporating the recommended changes to bring back to Council at a later date.

C. Stewart made a motion to adjourn at 6:25 p.m., seconded by C. Steffen. The roll was called, and the vote was as follows: C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Pearman, yes – C. Sanders, yes – C. Clevenger, yes. Motion carried.

The meeting adjourned at 6:25 p.m.

Proposed Changes to
the City's Liquor
Code

Adjourn

Council Adjourned

Mayor

Attest:

City Clerk

Approved this 19th day of February 2019

Minutes of the North Kansas City, Missouri City Regular Council Meeting of February 5, 2019

The City Council met in special session on Tuesday, February 5, 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
Pat Hawver, Public Works Director
David Harris, Building Official
Shirley Land, Finance Manager
Casey Campbell, Human Resources Manager
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

There were no comments from the public. | Comments from the Public

Consent agenda included the following items: | Consent Agenda

Approval of the minutes of the Work Session Meeting of January 15, 2019

Approval of the minutes of the Regular Council Meeting of January 15, 2019

Short-term Conditional Use Permit – Northland Festivals, Inc. – Snake Saturday Parade and Family Fun Festival

Short-term Conditional Use Permit – Dad & Daughter 5K Run/Walk

Short-term Conditional Use Permit – Sweetheart Shuffle

Appointment of Jeffery A. Jenkins as Alternate on the Board of Zoning Adjustment

Appointment of Marilyn Karnes to the Police and Fire Personnel Board

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

A discussion item regarding a follow-up to questions asked by City Council regarding business licensing. City Administrator Eric Berlin asked Assistant City Administrator Kim Nakahodo to present this item to Council. Ms. Nakahodo stated that on December 4, 2018, the City Council conducted a work session to discuss the City's business license process and a few proposed code amendments. During the session, the City Council directed staff to research questions it had regarding landlord licensing and the ultimate sanction when a business is deemed incorrigibly delinquent in obtaining a license. Ms. Nakahodo presented information regarding practices in nearby communities. Council consensus was not to require landlords to have a business license, and to instruct staff to bring back to the Council for formal consideration an amendment to the City Code to allow the Municipal Court to issue a Cease Operation Order to a business deemed incorrigibly delinquent, seconded by C. Pearce. The roll was called, and the vote was as follows: C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Pearman, yes – C. Sanders, yes – C. Clevenger, yes. Motion carried.

Follow-up to Questions Asked by City Council Regarding Business Licensing (Discussion Item)

Consideration of an Ordinance Approving a Settlement Agreement and An Amended and Restated Agreement to Operate Fiber Optic Network By and Between NOCIX, LLC (f/k/a Datashack, LC) and the City of North

Ordinance No. 9169 – Approval of Settlement Agreement and

Kansas City, MO. {Bill No. 7372 (Ordinance No. 9169)}. City Administrator Berlin stated that in September 2014, the City and DataShack LC (now NOCIX, LLC) entered into an agreement providing for NOCIX to operate the fiber optic network that the City constructed and operated as liNKCity. Datashack took over operations of liNKCity on September 8, 2014. Since that time, the City and NOCIX have had some disagreements about certain expenditure items. Negotiations have occurred that have resulted in two agreements now before the City Council for approval. The Settlement Agreement provides for the terms under which the City will pay amounts owed to NOCIX. The Amended and Restated Agreement provides for the payment of a management fee in lieu of calculated expenses for personnel, and the parameters of the management fee. Discussion ensued. C. Farr moved that Bill No. 7372 be placed on first reading, seconded by C. Pearman. The roll was called, and the vote was as follows: C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Pearman, yes – C. Sanders, yes – C. Clevenger, yes. Motion carried. Bill No. 7372 was read. C. Farr moved that Bill No 7372 be placed on second and final reading and passed as Ordinance No 9169, seconded by C. Clevenger. The roll was called, and the vote was as follows: C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Pearman, yes – C. Sanders, yes – C. Clevenger, yes. Motion carried. Bill No. 7372 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9169, was signed and approved by the Mayor, and attested by the City Clerk.

Amended Operating Agreement – City and NOCIX, LLC

Consideration of an Ordinance Amending Chapter 15.52, "Stormwater Standards and Regulations," of Title 15, "Buildings and Construction," of the Code of the City of North Kansas City, Missouri by Providing for and Establishing Certain Stormwater Standards, Regulations, Requirements and Specifications for the City {Bill No. 7367 (Ordinance No. 9164)}. City Administrator Berlin asked Public Works Director Pat Hawver to present this item to Council. Mr. Hawver stated in June 2007, the City adopted stormwater standards and regulations manuals to comply with the City's National Pollution Discharge Elimination System (NPDES) permit. These included the 2006 version of the American Public Works Association (APWA) Standard Specifications and Design Criteria Section 5600 and the 2003 version of the Manual of Best Management Practices (BMP) for Stormwater Quality. Discussion ensued. C. Farr moved that Bill No. 7367 be placed on first reading, seconded by C. Stewart. The roll was called, and the vote was as follows: C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C.

Ordinance No. 9164 – Adoption of Revised Stormwater Specifications

DeLong, yes – C Pearce, yes – C. Pearman, yes – C. Sanders, yes – C. Clevenger, yes. Motion carried. Bill No. 7367 was read. C. Farr moved that Bill No. 7367 be placed on second and final reading and passed as Ordinance No. 9163, seconded by C. Stewart. The roll was called, and the vote was as follows: C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C Pearce, yes – C. Pearman, yes – C. Sanders, yes – C. Clevenger, yes. Motion carried. Bill No. 7367 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9164, was signed and approved by the Mayor, and attested by the City Clerk.

Consideration of an Ordinance Amending Title 4, "Alcoholic Beverages," of the Code of the City of North Kansas City, Missouri by Amending Chapters 4.12 and 4.16 as Herein Set Forth {Bill No. 7371 (Ordinance No. 9168)}. City Administrator Berlin asked Police Chief Steve Beamer to present this item to Council. Chief Beamer stated that at the City Council work session on January 15, 2019, the Council considered some changes to the existing ordinances that govern establishments that sell alcoholic beverages. The changes include increasing the number of alcohol licenses for tavern type establishments from 12 to 18; decreasing the number of special permits authorized to allow a by-the-drink establishment to remain open until 3:00 a.m. from eight to six; discontinuing allowing the transfer of a license to a new owner and clearly stating the new owner must obtain a new license, matching the State of Missouri's procedure; and creating a 300-foot buffer zone between the licensed boundary of an establishment that serves alcoholic beverages until 3:00 a.m. and the property line of any building that contains residential dwelling units to allow for some noise separation for residents. Discussion ensued. C. Farr moved that Bill No. 7371 be placed on first reading, seconded by C. Sanders. The roll was called, and the vote was as follows: C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C Pearce, yes – C. Pearman, yes – C. Sanders, yes – C. Clevenger, yes. Motion carried. Bill No. 7371 was read. C. Farr moved that Bill No. 7371 be placed on second and final reading and passed as Ordinance No. 9168, seconded by C. Pearman. The roll was called, and the vote was as follows: C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C Pearce, yes – C. Pearman, yes – C. Sanders, yes – C. Clevenger, yes. Motion carried. Bill No. 7371 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9168, was signed and approved by the Mayor, and attested by the City Clerk.

Ordinance No. 9168 –
Amendments to the
City's Liquor Code

Consideration of a Submittal of New Sewer Pretreatment Ordinance to Missouri Department of Natural Resources. City Administrator Berlin called on Public Works Director Hawver to present this item to Council. Mr. Hawver stated that according to an Administrative Order of Compliance (AOC) between the City and the U.S. Environmental Protection Agency (EPA), the City must draft a revised Sewer Use Ordinance containing required Pretreatment Streamlining regulation changes. Before the City Council for review is a draft ordinance. MDNR requires that the City Council first submit the proposed ordinance to MDNR. MDNR will then conduct a public comment process. Once that process is complete, MDNR will notify the City that it may proceed with formal Council consideration of the ordinance. Discussion ensued. C. Farr moved to approve the submittal to the Missouri Department of Natural Resources the draft pretreatment ordinance for public notice and comment, seconded by C. Steffen. The roll was called, and the vote was as follows: C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C Pearce, yes – C. Pearman, yes – C. Sanders, yes – C. Clevenger, yes. Motion carried.

Approval of Submittal of New Sewer Pretreatment Ordinance to Missouri Department of Natural Resources

Consideration of An Ordinance Repealing Ordinance Nos. 6406, 6808 and 6890 and Approving and Adopting New On-Street Parking Time Restrictions {Bill No. 7374 (Ordinance No. 9171)}. City Administrator Berlin asked Community Development Director Sara Copeland to present this item to Council. Ms. Copeland stated that on January 15, 2019, staff presented several proposals for revising on-street parking time restrictions. These proposals were based on the recommendations of the adopted Parking Management Plan and feedback received from businesses and property owners in the areas where changes were considered. The ordinance contains the following changes: Remove the 1200 block of Swift from timed parking; maintain 2-hour parking in the 1500 block of Swift; and change all 30-minute parking and 3-hour parking restrictions north of Armour to 2-hour parking restrictions. Discussion ensued. C. Farr moved that Bill No. 7374 be placed on first reading, seconded by C. Pearman. The roll was called, and the vote was as follows: C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C Pearce, yes – C. Pearman, yes – C. Sanders, yes – C. Clevenger, yes. Motion carried. Bill No. 7374 was read. C. Farr moved that Bill No. 7374 be placed on second and final reading and passed as Ordinance No. 9171, seconded by C. Pearman. The roll was called, and the vote was as follows: C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C Pearce, yes – C. Pearman, yes – C. Sanders, yes – C. Clevenger, yes. Motion carried. Bill No. 7374 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed.

Ordinance No. 9171 – Proposed Changes to On-Street Parking Time Restrictions

Said Bill was then numbered 9171, was signed and approved by the Mayor, and attested by the City Clerk.

Consideration of a Resolution Approving an Agreement – Technical Assistance for KC Communities for All Ages By and Among Midwest Regional Council, Clay County Senior Services and the City of North Kansas City, Missouri (Resolution No. 19-007). 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 directed staff to bring forward a resolution to approve a technical agreement with the Mid-America Regional Council and Clay County Senior Services to assist the City in becoming a Silver and Gold Level KC Communities for All Ages. Under the agreement, the City will work with the Mid-America Regional Council and Clay County Senior Services to conduct both the Silver and Gold phases in tandem. The total amount required of the City to enter into this agreement is \$1,125.00. Discussion ensued. C. Farr moved to approve Resolution No. 19-007, seconded by C. Pearman. The roll was called, and the vote was as follows: C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Pearman, yes – C. Sanders, yes – C. Clevenger, yes. Motion carried.

Consideration of a Resolution Approving a Contract with Kenneth A. Remmert for Services Pertaining to the "Friday in the Park Programs." City Administrator Berlin stated this resolution is to renew Ken Remmert's contract for coordinating the City's "Friday in the Park" weekly concert series (June – September). His fees and other key aspects of this agreement are the same as for the 2018 season. C. Farr moved to approve Resolution No. 19-006, seconded by C. DeLong. The roll was called, and the vote was as follows: C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Pearman, yes – C. Sanders, yes – C. Clevenger, yes. Motion carried.

Consideration of an Ordinance Authorizing an Exception to Chapter 15.40 "Fences" Regarding Fence Material at 1123 Bedford, Subject to the Conditions Incorporated Herein {Bill No. 7375 (Ordinance No. 9172)}. City Administrator Berlin asked Community Development Director Copeland to present this item to Council. Ms. Copeland stated Section 15.40.030.D of the City's fence ordinance specifically prohibits the use of razor or similar wire fencing materials. Community Development staff was made aware of razor wire that was installed at the top of fencing located at the Univar facility at 1123 Bedford. Section 15.40.040 allows for exception to the regulations to be considered by

Resolution No. 19-007
– Communities for All
Ages Agreement with
MARC

Resolution No. 19-006
– Services Agreement
for "Friday in the Park"

Ordinance No. 9172 –
Fence Exception
Request – 1123
Bedford

the Board of Zoning Adjustment and the City Council. Univar subsequently requested an exception to the prohibition. The razor wire is part of the company's Site Security Plan on file with the Department of Homeland Security. The company feels that it is an important part of securing their site due to chemicals handled on site. At its meeting of January 24, 2019, the Board of Zoning Adjustment voted to approve the requested exception. Staff recommends approval of an exception to the fence ordinance to permit the Univar facility to maintain its existing security fencing. Discussion ensued. C. Pearman moved that Bill No. 7375 be placed on first reading, seconded by C. Clevenger. The roll was called, and the vote was as follows: C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Pearman, yes – C. Sanders, yes – C. Clevenger, yes. Motion carried. Bill No. 7375 was read. C. Farr moved that Bill No. 7375 be placed on its second and final reading and passed as Ordinance No. 9172, seconded by C. Clevenger. The roll was called, and the vote was as follows: C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Pearman, yes – C. Sanders, yes – C. Clevenger, yes. Motion carried. Bill No. 7375 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9172, was signed and approved by the Mayor, and attested by the City Clerk.

Consideration of An Ordinance Adopting and Approving a Contract By and Between the City of North Kansas City, Missouri, and Steven L. Russell, M.D., for Professional Medical Advisory Services and Related Professional Services {Bill No. 7373 (Ordinance No. 9170)}. City Administrator Berlin asked Fire Chief Dave Hargis to present this item to Council. Chief Hargis stated that the State of Missouri requires all paramedic and emergency medical technician ambulance services to retain a medical director to provide oversight and training. The City has contracted with Dr. Steven Russell as medical director for several years. In his memo, the Fire Chief reviews Dr. Russell's annual contract and recommends renewal for the period from April 1, 2019 – March 31, 2020. C. Farr moved that Bill No. 7373 be placed on first reading, seconded by C. Stewart. The roll was called, and the vote was as follows: C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Pearman, yes – C. Sanders, yes – C. Clevenger, yes. Motion carried. Bill No. 7373 was read. C. Farr moved that Bill No. 7373 be placed on its second and final reading and passed as Ordinance No. 9170, seconded by C. Pearman. The roll was called, and the vote was as follows: C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C.

Ordinance No. 9170 –
Renewal of Medical
Director Contract

Pearman, yes – C. Sanders, yes – C. Clevenger, yes. Motion carried. Bill No. 7373 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9170, was signed and approved by the Mayor, and attested by the City Clerk.

Consideration of an Ordinance Approving and Adopting Sixth Amendment/Addenda to Employment Agreement By and Between the City of North Kansas City, Missouri, and Thomas E. Barzee, Jr., City Counselor {Bill No. 7376 (Ordinance No. 9173)}. City Administrator Berlin stated that in accordance with the performance appraisal recently performed by the City Council for City Counselor Thomas E. Barzee, Jr., a sixth amendment to Mr. Barzee's employment agreement with the City has been prepared for Council approval. C. Farr moved that Bill No. 7376 be placed on first reading, seconded by C. DeLong. The roll was called, and the vote was as follows: C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C Pearce, yes – C. Pearman, yes – C. Sanders, yes – C. Clevenger, yes. Motion carried. Bill no. 7376 was read. C. Farr moved that Bill No. 7376 be placed on second and final reading and passed as Ordinance No. 9173, seconded by C. DeLong. The roll was called, and the vote was as follows: C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C Pearce, yes – C. Pearman, yes – C. Sanders, yes – C. Clevenger, yes. Motion carried. Bill No. 7376 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9173, 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 February 1, 2019 {Bill No. 7377 (Ordinance No. 9174)}. C. Pearman moved that Bill No. 7377 be placed on first reading, seconded by C. Farr. The roll was called, and the vote was as follows: C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C Pearce, yes – C. Pearman, yes – C. Sanders, yes – C. Clevenger, yes. Motion carried. Bill No. 7377 was read. C. Farr moved that Bill No. 7377 be placed on second and final reading and passed as Ordinance No. 9174, seconded by C. Pearman. The roll was called, and the vote was as follows: C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C Pearce, yes – C. Pearman, yes – C. Sanders, yes – C. Clevenger, yes. Motion carried. Bill No. 7377 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9174, was signed and approved by the Mayor, and attested by the City Clerk.

Ordinance No. 9173 –
Employment
Agreement with City
Counselor Thomas E.
Barzee, Jr.

Ordinance No. 9174 –
Approving Accounts
Due and Payable by
the City Through
February 1, 2019

Mr. Berlin stated that the Upcoming City Items of Note report and an update memo regarding the Sewer Pollutant Surcharge Fees were included in the Council packets for review. Mr. Berlin then gave an update on the trip he and Mayor Stielow took today to Jefferson City today to provide testimony to the Senate Progress and Development Committee of the Missouri legislature regarding the Missouri Video Lottery Control Act. Mr. Berlin also discussed that staff had received a call from the Northland Shepherds Center regarding the amount of funds they would be receiving from the Harrah's Charitable Fund this year. Unfortunately, City Clerk Crystal Doss was not able to locate an application on file from them regarding this. Council has already approved this year's distribution of Harrah's funds. Mr. Berlin asked the Council if it wished to make any adjustments based on this communication. Council consensus was to make no changes.

Staff Comments

C. Stewart welcomed the student and Boy Scout who were present in the audience tonight. He stated he was glad to see new No Trucks signs on Diamond Parkway. He stated that work to rebuild was starting on a house that had burned in the 1200 block of 24th Street.

Councilmembers'
Comments

C. Steffen also welcomed the student and Boy Scout in the audience. He thanked Jeffery Jenkins and Marilyn Karnes for agreeing to serve on a board.

C. Farr had nothing at this time.

C. DeLong welcomed the student and Boy Scout in the audience. He also thanked the Jr. National Honor Society students who had helped set up tonight's meeting.

C. Pearce inquired as to if the City had any rules regarding a date when Christmas decorations must be taken down. Community Development Director Copeland stated that only rule regarding these is that they must be kept in good repair.

C. Pearman also welcomed the student and Boy Scout in the audience and thanked the residents who have agreed to serve on the City's boards. She stated she would probably not be at either Council meeting in March.

C. Sanders asked if trucks were still using Diamond Parkway. Chief Beamer stated they were addressing it and that this would be an

educational process. C. Sanders thanked Ms. Nakahodo for all of her work on the Communities for All Ages Program.

C. Clevenger also welcomed the student and Boy Scout who were present in the audience. He asked if any progress was being made on lighting the lettering on the Archway. He stated residents continue to have problems with the North Kansas City postal service.

Mayor Don Stielow had nothing at this time.

Mayor's Comments

C. Farr moved to adjourn at 7:50, seconded by C. Sanders. The roll was called, and the vote was as follows: C. Stewart, yes – C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C Pearce, yes – C. Pearman, yes – C. Sanders, yes – C. Clevenger, yes. Motion carried.

Adjournment

Council Adjourned

Mayor

Attest:

City Clerk

Approved this 19th day of February 2019

MEMORANDUM



TO: Honorable City Council
FROM: Mayor Don Stielow
DATE: February 19, 2019
RE: Board Appointment

The following board appointment will be on the February 19, 2019 agenda for your consideration and approval:

Board of Zoning Adjustment

Appointment of Scott Ruch as Alternate on the Board of Zoning Adjustment, term to expire February 19, 2023.

Please contact me with any questions.



City of North Kansas City Boards and Commissions Application Form

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

Name: SCOTT K RUCH Date: 2/12/19

Address: 2402 ERIE ST.

City: N.K.C. State: MO. Zip: 64116

Phone Number: 816-590-0283 E-Mail: sruch@weston4kc.com

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

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

MEMORANDUM



TO: Mayor and City Council

FROM: Eric Berlin, City Administrator

DATE: February 19, 2019

RE: Proposed Chappell's Community Improvement District

The City has received a petition to form a community improvement district (CID) for the property on which Chappell's Restaurant is located. No land other than the Chappell's property is in the proposed district. If the petition is granted, the restaurant property will become its own separate political subdivision. Five persons classified as Owners are proposed as the initial governing body of the CID. The petitioners seek the ability to levy a new 1-cent sales tax on behalf of the CID.

The original CID petition was received in April 2018.¹ City staff has reviewed the petition and has determined that it is in proper order. The delay in consideration of the petition was driven by the Chappell's ownership.

Proposed Uses of Additional Sales Tax: In Exhibit C of the petition, the petitioners indicate they would use revenue from the one cent sales tax for the following purposes:

- Rehabilitation of building systems, wiring, electrical panels, drains, HVAC, kitchen, etc. including meeting current code specifications
- Reconstruct and renovate base building
- Reconstruct and renovate interior improvements and FFE (furniture, fixtures and equipment)
- Reconstruct building roof and add deck

¹ Version 1 of the City's Economic Development Incentive Policy was formally approved by the City Council on April 3, 2018, the day after receipt of the petition on April 2, 2018. The City Council had considered the draft policy at a work session on March 20, 2018, at which time the Council instructed staff to place the policy on its next formal agenda for consideration. The CID petition was received the day before formal Council approval occurred. On September 17, 2018, a petition to amend the original petition was received by the City. The amended petition is substantially the same as the original petition. (It included a revised slate of Initial Directors.)

- Reconstruct and renovate patio, common areas, and landscaping, including meeting current code specifications (the “patio” area is Town Square, a City-owned area behind the restaurant building; any work in this area would require separate agreements with the City)
- Renovate building awnings and lighting
- Sports entertainment and broadcast equipment and software
- Legal and Administrative
- Advertising and Marketing
- Contingency (10%)

The total budget for these items is \$1,342,000 and the eligible amount for CID reimbursement is \$657,250. The landlord would pay the \$684,750 difference.

Assuming restaurant sales of \$2.5 million per year, the CID would generate \$25,000 annually in funding for the owners.

Recommendation: For reasons outlined below, staff recommends against the granting of the petition.

1. *The formation of this district would be in conflict with the City’s economic development incentive policy in that it requests the formation of a single-property district of less than 35,000 square feet.*²

Section 10 of the City’s incentive policy discusses community improvement districts. It states:

- (a) Most favorable consideration will be given to CIDs for commercial projects that are comprised of at least 35,000 square feet of new development or redevelopment.³
- (b) Normally the City shall not consider a single address or property for designation as a Community Improvement District (CID) unless such property is in excess of 35,000 sq. ft. or the proceeds of such CID are used to fund public infrastructure requested by the City.⁴

² In discussions with staff, the petitioners have argued that the policy is inoperative with regard to this petition, since it was submitted prior to formal Council adoption of the policy. Respectfully, staff does not consider this a valid argument. The incentive policy is not a law which cannot take valid legal effect until after a certain date. It is a statement of what the City deems to be good public policy, and good policy is good policy regardless of when a resolution adopting the policy is formally adopted.

³ The Chappell’s property is approximately 6,500 square feet.

⁴ None of the Chappell’s CID improvements are public infrastructure requested by the City.

Staff believes that a commercial community improvement district can have a valid public purpose when it furthers a City objective, can benefit numerous businesses, or can benefit a single substantial business that can benefit the City economically. (The City Council has approved one community improvement district in the City: in 2017, the Council approved the formation of the North Kansas City Destination Developers CID, which was part of the adopted financing piece for the development of the City-owned Armour Road Redevelopment Area.) The proposed Chappell's district would benefit one relatively small single business in the city, a restaurant.

2. There is no substantial public interest in allowing the formation of this district.

In staff's view, the only interest being served in granting this petition is a private one: to allow the business to raise revenue to make improvements to augment the business's profitability. Staff does not deem this to be a "public interest."

It is not uncommon for petitioners for this sort of CID to state that there is no harm to the public from the formation of the district because no dollars from the public's coffers are being requested, as opposed to an incentive which redirects or eliminates municipal taxes. Only patrons of the business will pay any additional CID tax, it is sometimes pointed out, and if someone does not want to pay the additional tax they can simply choose not to patronize the business.

In response to this argument, staff would note that the CID statute provides that the City's governing body must approve the petition to create the district. This demonstrates that the legislature felt that decision as to whether to allow a higher sales tax to be charged in one part of the city than in the city as a whole is a public policy question for which the governing body should determine there is a public interest.

3. The City's incentive policy calls for a determination that, but for the granting of this incentive, the improvements for which it is sought would not proceed.

The new owners of Chappell's have been proceeding with substantial renovations in the months since they purchased the restaurant. Staff sees no indication that these improvements would not occur unless an additional sales tax is authorized.

4. Formation of this district would create a precedent and likely cause additional applications to be filed by similar businesses.

It is predictable that if this petition is granted, other similar petitions will follow. Staff does not believe it is in the public interest to create a "checkerboard" in which individual businesses have varying sales tax rates depending on whether the City Council has approved a community improvement district for their benefit.

Conclusion: Chappell's Restaurant has a decades-long history in North Kansas City's downtown, and City staff wishes its new owners all success in renovating/remodeling the property and continuing its success. Staff does not believe, however, that this public incentive meets the objectives of the City's economic development incentive program.

**THE CHAPPELL'S
COMMUNITY IMPROVEMENT DISTRICT**

PETITION TO ESTABLISH
THE DISTRICT

Ward 1

NORTH KANSAS CITY, CLAY COUNTY, MISSOURI

April 2, 2018

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EXHIBITS

EXHIBIT A DISTRICT LEGAL DESCRIPTION

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**PETITION TO ESTABLISH THE
CHAPPELL’S COMMUNITY IMPROVEMENT DISTRICT**

This petition (“Petition”) is submitted in accordance with the Community Improvement District Act, Sections 67.1401 to 67.1571, Revised Statutes of Missouri, as amended (the “Act”), by those persons and entities whose signatures appear below (the “Petitioners”), who request that the City Council (the “City Council”) of the City of North Kansas City, Missouri establish a community improvement district (the “District”) in the City of North Kansas City, Clay County, Missouri (the “City”) in accordance with this Petition.

I. DESCRIPTION OF THE DISTRICT

A. Name of District

The name of the District shall be The Chappell’s Community Improvement District.

B. Legal Description

The District includes all of the real property (the “District Land”) legally described on Exhibit A (“District Legal Description”) annexed to and made an integral part of this Petition.

C. Boundary Map

A map graphically portraying the boundaries of the District is annexed to and made an integral part of this Petition as Exhibit B (“District Boundary Map”).

II. PETITIONERS

Petitioners represent:

- (a) more than fifty percent (50%) per capita of all owners of the District Land; and
- (b) property owners collectively owning more than fifty percent (50%) by assessed value of the District Land.

III. FIVE YEAR PLAN

A. Purposes of the District

The purposes of the District are to:

- (a) facilitate economic development within the District by providing or causing to be provided for the benefit of the District, certain services (the “Eligible Services”) described in Section B of this article, located within and for the benefit of the District;

- (b) fund or assist in the funding of costs associated with the establishment and ongoing administration and operation of the proposed District (the “CID Operating Costs”) described in Section D of this Article;
- (c) issue obligations, as necessary, to finance: (a) the costs of the Eligible Services; (b) other costs incurred by the District to carry out any of the District Purposes; (c) costs of issuance; (d) capitalized interest, and (e) debt service reserves; and
- (d) impose and collect the sales tax authorized pursuant to this Petition and the Act.

The District’s purposes shall be implemented according to the provisions of Section 67.1461 (“Powers of the District”) of the Act. The District will serve as an economic development tool that allows landowners in the District to:

- (a) coordinate efforts to improve the District and meet the District purposes;
- (c) plan Eligible Services and/or any other public improvements which are deemed by the District to be necessary and desirable to the economic viability of the District;
- (d) implement the Eligible Services and any other public improvements; and
- (e) share the costs incurred by the District through sales taxes, which are imposed and collected in accordance with this Petition and the Act.

B. Services

The Eligible Services shall generally include, but are not necessarily limited to:

- (a) employing and/or contracting for personnel and services necessary to carry out the purposes of the District;
- (b) providing maintenance and repair of public areas within the District
- (c) providing site and parking-related improvements within the District.
- (d) advocating and providing assistance to attract investment and foster business expansion within the District;
- (e) preparation and implementation of a plan for the District (“District Plan”) including implementation of a comprehensive image and marketing program; and
- (f) such other activities as the Board deems necessary, as authorized pursuant to the Act.

C. District Plan — Image and Marketing Program.

The District may prepare and implement one or more programs consistent with the District Plan designed to attract patrons, visitors, tourists, employees, businesses, investors, residents and other invitees by improving the image and marketability of the District generally including, but not necessarily limited to:

- (a) Promotion of any tourism, recreational or cultural activity, or special event in the District;
- (a) Provision and maintenance of streetscape;
- (b) Preparation and distribution of newsletters;
- (c) Provision and maintenance of street furniture and public art;
- (d) Provision and maintenance of holiday decorations and improvements;
- (e) Provision and maintenance of banners, lighting and signage;
- (f) Organization and funding of seed capital for special events; and
- (g) Provision of security services or personnel.

D. Administration and Operations

The District may hire or contract for personnel to staff and provide services to the District.

E. Maintenance

The District may provide cleaning and maintenance service to public areas within the District to improve the appearance and image of the District. Such services may include, but not necessarily be limited to:

- (a) litter removal and cleaning;
- (b) sidewalk and street sweeping and/or snow removal;
- (c) landscape care, maintenance and weed abatement;
- (d) graffiti removal; and
- (e) other beautification efforts designed to improve the District’s “curb appeal.”

F. Security

The District may provide or contract for the provision of security services within and for the benefit of the District.

G. Investment

The District may assist in attracting additional investment in the District by the public and private sectors. Such assistance may include, but not necessarily be limited to the following:

- (a) marketing research;
- (b) local state and federal revenue dedicated for the development of public improvements; and
- (c) application for grants and other public and private assistance.

H. Budget

The commencement of the Eligible Services and the implementation of the sales tax are expected to occur within the first year of the District's existence. The estimated initial costs of the Eligible Services are shown on Exhibit C ("Estimated Costs of the Eligible Services") annexed to and made an integral part of this Petition.

IV. GOVERNANCE OF THE DISTRICT

A. Type of District

The District shall be a separate political subdivision of the State of Missouri and shall have all of the powers granted to and/or exercisable by a community improvement district according to the Act except to the extent its powers are expressly limited by this Petition.

B. Board of Directors

1. Number

The District shall be governed by a Board of Directors (the "Board") consisting of five (5) directors.

2. Qualifications

Each Director shall meet the following requirements:

- (a) be at least 18 years of age;
- (b) be and must declare to be either an owner of real property ("Owner") within the District, an owner of a business operating

within the District (“Operator”), or a registered voter residing within the District (“Resident”), as provided in the Act; and

- (c) except for the Initial Directors named in this Petition, and subject to the provisions of the Petition, each Director may be nominated according to a slate submitted by the Board to the Mayor of the City and the City Council according to the nominating procedures set out below.

3. Board Representation

Pursuant to Section 67.1451.2 of the Act, the Board shall be comprised of five legally authorized representatives of the owners of the District Land.

4. Initial Directors

The initial Directors to serve on the Board, their respective terms and classification shall be:

NAME	TYPE	TERM
Steve Caffey	Owner	Four Years
Amy Ehlers	Owner	Four Years
Alex Block	Owner	Four Years
Russ Klein	Owner	Four Years
Max DiCarlo	Owner	Four Years

5. Terms

The initial Directors named above shall serve for the terms set out opposite their names or until their successor is appointed in accordance with this Petition and their successors shall serve for four-year terms or until their successor is appointed in accordance with this Petition.

In the event for any reason a Director is not able to serve his or her full term (“Exiting Director”), any vacancy to the Board shall be filled by appointment of a Director (“Interim Director”) by a majority vote of the Board. Any Interim Director shall be of the same type as the Exiting Director, unless otherwise stated in the bylaws adopted by the Board upon formation of the District, as they may be amended from time to time.

6. Successor Directors

Successor Directors, whether to serve a new term or to fill a vacancy on the Board, not filled by an Interim Director, shall be appointed by the Mayor of the City with the consent of the City Council by resolution according to a slate submitted to the City Clerk by the Board. The City Clerk shall immediately deliver the slate to the Mayor and the City Council. Not later than thirty (30) days following the date the slate is submitted to the City Clerk:

- (a) the Mayor shall appoint the successor Directors according to the slate submitted and the City Council shall consent by resolution to the appointment; or
- (b) the Mayor or the City Council may reject the slate submitted and request in writing with written reasons for rejection of the slate that the Board submit an alternate slate. If no action is completed within the thirty (30) day period, the successor Directors shall be deemed to have been appointed by the Mayor with the consent of the City Council according to the slate submitted as of the expiration of the thirty (30) day period.

If an alternate slate is requested, the Board shall within ten (10) days following receipt of the written request submit an alternate slate to the City Clerk. The City Clerk shall immediately deliver the alternate slate to the Mayor and the City Council. Not later than fifteen (15) days following the date the alternate slate is submitted to the City Clerk:

- (a) the Mayor shall appoint the successor Directors according to the alternate slate submitted and the City Council shall consent by resolution to the appointment; or
- (c) the Mayor or the City Council may reject the alternate slate submitted and request in writing with written reasons for rejection of the alternate slate that the Board submit another alternate slate. If no action is completed within the fifteen (15) day period, the successor Directors shall be deemed to have been appointed by the Mayor with the consent of the City Council according to the alternate slate submitted as of the expiration of the fifteen (15) day period.

The procedure described above shall continue until the successor Directors are appointed or deemed to be appointed by the Mayor with the consent of the City Council; provided however, the time period for action by the Mayor and the City Council following the submission of each alternate slate shall be reduced to ten (10) days.

The Board shall select the slate as follows:

- (a) Individuals meeting the qualifications set out in this Petition must be nominated by an Owner;
- (b) The Directors shall then vote for a slate of nominees who shall consist of the number needed to fill vacancies and the seats of expiring terms; and
- (c) The slate shall consist of the nominees classified so that the Board will meet the representation requirements set out in Section 2 of this Article.

V. ASSESSED VALUE

The total assessed value of all of the real property within the District is \$109,340. The official total assessed valuation for the District may change by the time the District is created.

VI. REAL PROPERTY TAXES

The District shall have no power to levy a real estate tax or to levy special assessments.

VII. SALES TAXES

The District may by Resolution impose a sales tax, not to exceed one percent (1.00%) upon all eligible retail sales within the District.

VIII. BLIGHT DETERMINATION

This Petition does not include a request for a determination of blight for any real property within the District.

IX. LIFE OF DISTRICT

The District will continue to exist and function for a period of thirty (30) years following the effective date of the ordinance establishing the District.

X. REQUEST TO ESTABLISH DISTRICT

By execution and submission of this Petition, the Petitioners request that the City Council establish the District as set out in this Petition.

XI. NOTICE TO PETITIONERS

The signatures of Petitioners signing this Petition may not be withdrawn later than seven (7) days after this Petition is filed with the City Clerk.

XII. SEVERABILITY

If any provision of this Petition shall be held or determined to be invalid, inoperative or unenforceable as applied in any particular case, or in all cases, because it conflicts with any other provision or provisions of this Petition or for any other reason, such

circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision contained in this Petition invalid, inoperative or unenforceable to any extent whatsoever.

EXHIBIT A

DISTRICT LEGAL DESCRIPTION

ALL THAT PART OF LOTS 1, 8, 9, 10, AND PART OF THE VACATED ALLEY LYING WEST OF AND ADJACENT TO THE WEST LINE OF SAID LOT 8, BLOCK 18, "NORTH KANSAS CITY DEVELOPMENT COMPANY'S FIRST PLAT OF NORTH KANSAS CITY," A SUBDIVISION IN NORTH KANSAS CITY, CLAY COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTHERLY LINE OF SAID LOT 9 THAT IS 16.58 FEET NORTHEASTERLY OF THE NORTHWEST CORNER OF SAID LOT 9, AS MEASURED ALONG SAID NORTHERLY LINE; THENCE SOUTH 13 DEGREES 35 MINUTES 27 SECONDS EAST, A DISTANCE OF 116.89 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 10 THAT IS 18.54 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 10; THENCE SOUTH 89 DEGREES 59 MINUTES 29 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOTS 10, 9 AND 8, A DISTANCE OF 65.48 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 31 SECONDS WEST, A DISTANCE OF 24.30 FEET; THENCE NORTH 13 DEGREES 29 MINUTES 24 SECONDS WEST, A DISTANCE OF 74.05 FEET; THENCE SOUTH 76 DEGREES 30 MINUTES 36 SECOND WEST, A DISTANCE OF 0.97 OF A FOOT; THENCE NORTH 13 DEGREES 29 MINUTES 24 SECONDS WEST, A DISTANCE OF 0.67 OF A FOOT; THENCE SOUTH 76 DEGREES 30 MINUTES 36 SECONDS WEST, A DISTANCE OF 0.27 OF A FOOT; THENCE NORTH 13 DEGREES 07 MINUTES 39 SECONDS WEST, A DISTANCE OF 3.16 FEET, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ARMOUR ROAD, AS NOT ESTABLISHED; THENCE NORTH 76 DEGREES 24 MINUTES 29 SECONDS EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 59.03 FEET, TO THE POINT OF BEGINNING.

EXHIBIT B
DISTRICT BOUNDARY MAP



EXHIBIT C

ESTIMATED COST OF THE ELIGIBLE SERVICES

CID improvement costs will include any of the following costs for which CID funds may be expended pursuant to the Act and that are also agreed to by the District:

FIVE YEAR PLAN

Chappell's Redevelopment									
Capital Improvements and 5-Year Plan									
Item	Item	Amount	Eligible Amt.	Landlord Work	Year 1	Year 2	Year 3	Year 4	Year 5
1	Rehabilitation of building systems, wiring, elec panels, drains, HVAC, kitchen etc including meeting current code specifications	\$120,000	\$45,000	\$75,000	\$120,000				
2	Reconstruct and renovate base building	165,000	165,000	0	165,000				
3	Reconstruct and renovate interior improvements and FFE	150,000	0	150,000	75,000	75,000			
4	Reconstruct building roof and add deck	300,000	200,000	100,000	200,000	100,000			
5	Reconstruct and renovate patio, common areas, and landscaping, including meeting current code specifications	30,000	25,000	5,000	30,000				
6	Renovate building awnings and lighting	35,000	27,500	7,500	17,500	17,500			
7	Sports entertainment and broadcast equipment and software	125,000	0	125,000	62,500	62,500			
8	Legal and Administrative	135,000	135,000	0	37,500	37,500	20,000	20,000	20,000
9	Advertising and Marketing	160,000	0	160,000	40,000	40,000	40,000	20,000	20,000
10	Contingency (10%)	122,000	59,750	62,250	74,750	33,250	6,000	4,000	4,000
	Total	\$1,342,000	\$657,250	\$684,750	\$822,250	\$365,750	\$66,000	\$44,000	\$40,000

Note 1: This is a preliminary estimate only. Additional CID Improvements, CID Services, and CID Operating Costs may be incurred or projects added depending on the availability of funds. Available line item funds may be allocated to other items.

Note 2: All information furnished is from sources deemed reliable, but no warranty or representation is made as to the accuracy thereof and the same is subject to errors, omissions, changes or other conditions without notice.

**Signature Page for Petition to Establish The
Chappell's Community Improvement District**

I request that the City Council of the City of North Kansas City, Clay County, Missouri establish The Chappell's Community Improvement District according to the preceding Petition.

Name of Owner: Mitna, Inc.
Owner's Telephone Number:
Owner's Mailing Address: 15 NW 44th Street, Kansas City, MO 64116

If signer is different from owner:
Name of Signer:
State basis of legal authority to sign:
Signer's Telephone Number:
Signer's Mailing Address:

If the owner is an individual, state if the owner is single or married:

If the owner is not an individual, state what type of entity: a Missouri corporation

The map/parcel number and assessed value of the property owned:

Assessed Value:	\$109,340
Map/Parcel Number:	17610001000400

By executing this Petition, the undersigned represents and warrants that he/she has received a copy of this Petition, has read this Petition, is authorized to execute this Petition on behalf of the property owner named immediately above, and authorizes this signature page to be attached to the original of this Petition to be filed in the Office of the City Clerk. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven days after this Petition is filed with the clerk of the City.

MITNA, INC.
a Missouri corporation

By: _____
Name: _____
Title: _____

State of _____)
County of _____) ss:

On this ___ day of April, 2018, before me personally appeared _____, to me personally known, who being duly sworn, did say that he/she is the _____ of Mitna, Inc., a Missouri corporation, and that he/she executed the foregoing instrument in the name of said corporation and that he/she had the authority to sign the same and acknowledged said instrument to be the free act and deed of the corporation.

Witness my hand and official seal this _____ day of April, 2018.

Notary Public

My Commission Expires: _____

**Signature Page for Petition to Establish The
Chappell's Community Improvement District**

I request that the City Council of the City of North Kansas City, Clay County, Missouri establish The Chappell's Community Improvement District according to the preceding Petition.

Name of Owner: Keoia, LLC.
Owner's Telephone Number:
Owner's Mailing Address: 15 NW 44th Street, Kansas City, MO 64116

If signer is different from owner:
Name of Signer:
State basis of legal authority to sign:
Signer's Telephone Number:
Signer's Mailing Address:

If the owner is an individual, state if the owner is single or married:

If the owner is not an individual, state what type of entity: a Missouri limited liability company

The map/parcel number and assessed value of the property owned:

Assessed Value:	\$109,340
Map/Parcel Number:	17610001000400

By executing this Petition, the undersigned represents and warrants that he/she has received a copy of this Petition, has read this Petition, is authorized to execute this Petition on behalf of the property owner named immediately above, and authorizes this signature page to be attached to the original of this Petition to be filed in the Office of the City Clerk. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven days after this Petition is filed with the clerk of the City.

KEOIA, LLC
a Missouri limited liability company

By: _____
Name: _____
Title: _____

State of _____)
County of _____) ss:

On this ___ day of April, 2018, before me personally appeared _____, to me personally known, who being duly sworn, did say that he/she is the _____ of Keoia, LLC a Missouri limited liability company, and that he/she executed the foregoing instrument in the name of said limited liability company and that he/she had the authority to sign the same and acknowledged said instrument to be the free act and deed of the limited liability company.

Witness my hand and official seal this _____ day of April, 2018.

Notary Public

My Commission Expires: _____

AFFIDAVIT OF AUTHORITY TO SIGN THE PETITION

STATE OF _____)
) ss.
COUNTY OF _____)

COMES NOW, _____, (“Affiant”), who first being duly sworn upon his oath states as follows:

1. Affiant is over twenty-one years old and is not subject to any legal disabilities.
2. Affiant is the _____ (title) of Mitna, Inc. (“Owner”); a corporation organized under the laws of the State of Missouri.
3. Affiant is duly authorized on behalf of Owner who is the owner of certain real property located within the boundaries shown on the Petition (“Petition”) to establish The Chappell’s Improvement District (“District”);
4. Affiant hereby certifies that Owner has determined to sign the Petition in furtherance of the extension of the District and for the purposes expressed in the Petition.
5. As evidenced by this Affidavit, Affiant certifies that Affiant is authorized to sign the Petition on behalf of Owner.

FURTHER AFFIANT SAITH NAUGHT.

Name:

Subscribed and sworn to before me a Notary Public in the above named county and state on the ____ day of _____, 2018.

Notary Public

(Type or Print Name)

MY COMMISSION EXPIRES:

AFFIDAVIT OF AUTHORITY TO SIGN THE PETITION

STATE OF _____)
) ss.
COUNTY OF _____)

COMES NOW, _____, (“Affiant”), who first being duly sworn upon his oath states as follows:

1. Affiant is over twenty-one years old and is not subject to any legal disabilities.
2. Affiant is the _____ (title) of Keoia, LLC (“Owner”); a Missouri limited liability company.
3. Affiant is duly authorized on behalf of Owner who is the owner of certain real property located within the boundaries shown on the Petition (“Petition”) to establish The Chappell’s Community Improvement District (“District”);
4. Affiant hereby certifies that Owner has determined to sign the Petition in furtherance of the extension of the District and for the purposes expressed in the Petition.
5. As evidenced by this Affidavit, Affiant certifies that Affiant is authorized to sign the Petition on behalf of Owner.

FURTHER AFFIANT SAITH NAUGHT.

Name:

Subscribed and sworn to before me a Notary Public in the above named county and state on the ____ day of _____, 2018.

Notary Public

(Type or Print Name)

MY COMMISSION EXPIRES:

**PETITION TO AMEND THE PETITION TO ESTABLISH
THE CHAPPELL'S COMMUNITY IMPROVEMENT DISTRICT**

TO: CLERK OF THE CITY OF NORTH KANSAS CITY, MISSOURI:

This Petition to Amend the Petition to Establish the Chappell's Community Improvement District (the "**Amended Petition**") is submitted in accordance with the Community Improvement District Act, Sections 67.1401 to 67.1571, Revised Statutes of Missouri (the "**Act**"), by those persons and entities whose signatures appear below (the "**Petitioners**") who request that the City Council (the "**City Council**") of the City of North Kansas City, Missouri (the "**City**") adopt this Amended Petition, all as described herein and in accordance with the Act.

A copy of the Petition is attached hereto and incorporated by reference herein as **Exhibit A**. Except as specifically amended hereby, each and every term and condition of the Petition shall remain unchanged and the Petitioners hereby ratify and affirm the same. In furtherance of such request, the Petitioners state as follows:

1. DESCRIPTION OF THE DISTRICT

A. Name of District

The name of the District is the "Chappell's Community Improvement District" and shall remain unchanged.

B. Legal Description

The District includes all of the real property (the "**District Land**") legally described on **Exhibit B**, attached hereto and made a part hereof. The amount and extent of the District Land shall remain unchanged.

C. Boundary Map

A map graphically depicting the boundaries of the District which boundaries are contiguous is attached hereto and made a part hereof as **Exhibit C** (the "**District Boundary Map**") and shall remain unchanged.

2. PETITIONERS

Petitioners represent: (a) more than fifty percent (50%) per capita of all owners of the District Land; and (b) property owners collectively owning more than fifty percent (50%) by assessed value of the District Land.

3. FIVE YEAR PLAN

The five-year plan for the District shall remain unchanged.

4. GOVERNANCE OF THE DISTRICT

A. Type of District; Limitations on Powers

The District shall continue to be a political subdivision governed by a five (5) person board of directors in accordance with the CID Act and the Petition. The Board of Directors and the District shall continue to have only those powers granted to it and/or exercisable by a community improvement district according to the Act.

B. Board of Directors

1. Number

The District shall continue to be governed by a Board of Directors consisting of five (5) directors.

2. Qualifications

The qualifications for members of the Board of Directors shall continue as set forth in the Petition.

3. Board Representation

The mechanisms for ensuring fair representation of the District for purposes of determining the slate of Successor Directors as set forth in the Petition shall remain unchanged.

4. Initial Directors

The directors serving on the Board of Directors, their respective terms and classification as Owner, Operator or Resident are, at the time of this Amended Petition:

	<u>Name</u>	<u>Term</u>
1.	Steve Caffey, qualifying as an "Owner"	4 Years
2.	Amy Elhers, qualifying as an "Owner"	4 Years
3.	Alex Block, qualifying as an "Owner"	2 Years
4.	Russ Klein, qualifying as an "Owner;" and	2 Years

5. Max DiCarlo, 2 Years
qualifying as an "Owner"

5. Terms

The terms of office of members of the Board of Directors shall remain unchanged, except as set forth above.

6. Successor Directors

Successor Directors shall continue to be selected and serve as provided for in the Petition.

5. ASSESSED VALUE

No new real property has been added to the District Land. The Assessed value of the real property within the District remains \$109,340 as of the date of this Amended Petition.

6. REAL PROPERTY TAXES

The District shall have no power to levy a real estate tax and such shall remain unchanged.

7. SALES TAXES

The power of the District to impose the CID Sales Tax and associated limitations set forth in the Petition shall remain unchanged.

8. BLIGHT DETERMINATION

This Amended Petition does not include a request for determination of blight for any real property within the District.

9. LIFE OF DISTRICT

The District will continue to exist and function as set forth in the Petition.

10. REQUEST TO ESTABLISH DISTRICT, AMEND PETITION

By execution and submittal of this Amended Petition, the Petitioners request that the City Council amend the Petition as set forth herein and in accordance with the CID Act.

11. NOTICE TO PETITIONERS

The signature of the Petitioners may not be withdrawn later than seven (7) days after this Amended Petition is filed with the City Clerk of the City.

12. SEVERABILITY; CONFLICTS

If any provision of this Amended Petition shall be held or determined to be invalid, inoperative or unenforceable as applied in any particular case, or in all cases, because it conflicts with any other provision or provisions of this Amended Petition or the Petition or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision contained in this Amended Petition or the Petition invalid, inoperative or unenforceable to any extent whatsoever.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Petitioners have executed this Amended Petition as of the date first above written.

The undersigned requests that the City Council of the City of North Kansas City, Missouri amend the Petition as set forth herein and in accordance with the Act.

Name of Owner: KC Chappell, LLC
Owner's Telephone Number:
Owner's Mailing Address:

Name of Signer:
State basis of legal authority to sign:
Signer's Telephone Number:
Signer's Mailing Address:

Entity Type: Missouri limited liability company

The map number and assessed value of the properties owned:

Assessed Value: \$109,340
Map/Parcel Number: 17610001000400

By executing this Amended Petition, the undersigned represents and warrants that such person has received a copy of this Amended Petition and its exhibits, has read this Amended Petition and its exhibits, is authorized to execute this Amended Petition on behalf of the property owner named immediately above, and authorizes this signature page to be attached to the original of this Amended Petition to be filed in the Office of the City Clerk of the City of North Kansas City, Missouri. The undersigned also acknowledges that the signature may not be withdrawn later than seven (7) days after this Amended Petition is filed with the City Clerk.

KC Chappell, LLC,
a Missouri limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____)

COUNTY OF _____)
) SS.

On this ___ day of _____, 2018, before me appeared _____, to me personally known, who being by me duly sworn did say that he is the _____ of KC Chappell, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company and that he/she had the authority to sign the same and acknowledged said instrument to be the free act and deed of the limited liability company.

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

Notary Public

My Commission Expires: _____

Exhibit A

The Petition

HUSCH BLACKWELL

Mara E. Pollets
Attorney

4801 Main Street, Suite 1000
Kansas City, MO 64112
Direct: 816.983.8397
Fax: 816.983.8080
mara.pollets@huschblackwell.com

April 2, 2018

City of North Kansas City, Missouri
City Clerk
Attn: Ms. Crystal Doss
2010 Howell Street
North Kansas City, MO 64116

Re: Petition to Establish the Chappell's Community Improvement District

Dear Ms. Doss:

Enclosed with this letter please find one (1) copy of the Petition to Establish the Chappell's Community Improvement District in accordance with the Community Improvement District Act, Sections 67.1401 to 67.1571, inclusive, RSMo. As required by Section 67.1421.2 RSMo., the enclosed petition has been signed by property owners collectively owning more than 50% by assessed value of the real property within the boundaries of the proposed district and has been signed by more than 50% per capital of all owners of real property within the boundaries of the proposed district. Regarding ownership, we note that there are two (2) entities that own all of the real property within the boundaries of the proposed district. The petition has been signed by the authorized representative of both property owners.

We look forward to working with the City on this project. Please let us know if you have any questions or require any further information.

Thank you very much.

Sincerely,



Mara E. Pollets
Attorney

Encl.

KCP-8357156-2

**THE CHAPPELL'S
COMMUNITY IMPROVEMENT DISTRICT**

PETITION TO ESTABLISH
THE DISTRICT

APR 02 2018

2:40pm BT

Ward 1

NORTH KANSAS CITY, CLAY COUNTY, MISSOURI

April 2, 2018

KCP-8356395-1

i

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EXHIBITS

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EXHIBIT B DISTRICT BOUNDARY MAP

EXHIBIT C ESTIMATED COST OF THE ELIGIBLE SERVICES

**PETITION TO ESTABLISH THE
CHAPPELL'S COMMUNITY IMPROVEMENT DISTRICT**

This petition ("Petition") is submitted in accordance with the Community Improvement District Act, Sections 67.1401 to 67.1571, Revised Statutes of Missouri, as amended (the "Act"), by those persons and entities whose signatures appear below (the "Petitioners"), who request that the City Council (the "City Council") of the City of North Kansas City, Missouri establish a community improvement district (the "District") in the City of North Kansas City, Clay County, Missouri (the "City") in accordance with this Petition.

I. DESCRIPTION OF THE DISTRICT

A. Name of District

The name of the District shall be The Chappell's Community Improvement District.

B. Legal Description

The District includes all of the real property (the "District Land") legally described on Exhibit A ("District Legal Description") annexed to and made an integral part of this Petition.

C. Boundary Map

A map graphically portraying the boundaries of the District is annexed to and made an integral part of this Petition as Exhibit B ("District Boundary Map").

II. PETITIONERS

Petitioners represent:

- (a) more than fifty percent (50%) per capita of all owners of the District Land; and
- (b) property owners collectively owning more than fifty percent (50%) by assessed value of the District Land.

III. FIVE YEAR PLAN

A. Purposes of the District

The purposes of the District are to:

- (a) facilitate economic development within the District by providing or causing to be provided for the benefit of the District, certain services (the "Eligible Services") described in Section B of this article, located within and for the benefit of the District;

- (b) fund or assist in the funding of costs associated with the establishment and ongoing administration and operation of the proposed District (the “CID Operating Costs”) described in Section D of this Article;
- (c) issue obligations, as necessary, to finance: (a) the costs of the Eligible Services; (b) other costs incurred by the District to carry out any of the District Purposes; (c) costs of issuance; (d) capitalized interest, and (e) debt service reserves; and
- (d) impose and collect the sales tax authorized pursuant to this Petition and the Act.

The District’s purposes shall be implemented according to the provisions of Section 67.1461 (“Powers of the District”) of the Act. The District will serve as an economic development tool that allows landowners in the District to:

- (a) coordinate efforts to improve the District and meet the District purposes;
- (c) plan Eligible Services and/or any other public improvements which are deemed by the District to be necessary and desirable to the economic viability of the District;
- (d) implement the Eligible Services and any other public improvements; and
- (e) share the costs incurred by the District through sales taxes, which are imposed and collected in accordance with this Petition and the Act.

B. Services

The Eligible Services shall generally include, but are not necessarily limited to:

- (a) employing and/or contracting for personnel and services necessary to carry out the purposes of the District;
- (b) providing maintenance and repair of public areas within the District
- (c) providing site and parking-related improvements within the District.
- (d) advocating and providing assistance to attract investment and foster business expansion within the District;
- (e) preparation and implementation of a plan for the District (“District Plan”) including implementation of a comprehensive image and marketing program; and
- (f) such other activities as the Board deems necessary, as authorized pursuant to the Act.

C. District Plan — Image and Marketing Program.

The District may prepare and implement one or more programs consistent with the District Plan designed to attract patrons, visitors, tourists, employees, businesses, investors, residents and other invitees by improving the image and marketability of the District generally including, but not necessarily limited to:

- (a) Promotion of any tourism, recreational or cultural activity, or special event in the District;
- (a) Provision and maintenance of streetscape;
- (b) Preparation and distribution of newsletters;
- (c) Provision and maintenance of street furniture and public art;
- (d) Provision and maintenance of holiday decorations and improvements;
- (e) Provision and maintenance of banners, lighting and signage;
- (f) Organization and funding of seed capital for special events; and
- (g) Provision of security services or personnel.

D. Administration and Operations

The District may hire or contract for personnel to staff and provide services to the District.

E. Maintenance

The District may provide cleaning and maintenance service to public areas within the District to improve the appearance and image of the District. Such services may include, but not necessarily be limited to:

- (a) litter removal and cleaning;
- (b) sidewalk and street sweeping and/or snow removal;
- (c) landscape care, maintenance and weed abatement;
- (d) graffiti removal; and
- (e) other beautification efforts designed to improve the District's "curb appeal."

F. Security

The District may provide or contract for the provision of security services within and for the benefit of the District.

G. Investment

The District may assist in attracting additional investment in the District by the public and private sectors. Such assistance may include, but not necessarily be limited to the following:

- (a) marketing research;
- (b) local state and federal revenue dedicated for the development of public improvements; and
- (c) application for grants and other public and private assistance.

H. Budget

The commencement of the Eligible Services and the implementation of the sales tax are expected to occur within the first year of the District's existence. The estimated initial costs of the Eligible Services are shown on Exhibit C ("Estimated Costs of the Eligible Services") annexed to and made an integral part of this Petition.

IV. GOVERNANCE OF THE DISTRICT

A. Type of District

The District shall be a separate political subdivision of the State of Missouri and shall have all of the powers granted to and/or exercisable by a community improvement district according to the Act except to the extent its powers are expressly limited by this Petition.

B. Board of Directors

1. Number

The District shall be governed by a Board of Directors (the "Board") consisting of five (5) directors.

2. Qualifications

Each Director shall meet the following requirements:

- (a) be at least 18 years of age;
- (b) be and must declare to be either an owner of real property ("Owner") within the District, an owner of a business operating

within the District (“Operator”), or a registered voter residing within the District (“Resident”), as provided in the Act; and

- (c) except for the Initial Directors named in this Petition, and subject to the provisions of the Petition, each Director may be nominated according to a slate submitted by the Board to the Mayor of the City and the City Council according to the nominating procedures set out below.

3. Board Representation

Pursuant to Section 67.1451.2 of the Act, the Board shall be comprised of five legally authorized representatives of the owners of the District Land.

4. Initial Directors

The initial Directors to serve on the Board, their respective terms and classification shall be:

NAME	TYPE	TERM
Steve Caffey	Owner	Four Years
Amy Ehlers	Owner	Four Years
Alex Block	Owner	Four Years
Russ Klein	Owner	Four Years
Max DiCarlo	Owner	Four Years

5. Terms

The initial Directors named above shall serve for the terms set out opposite their names or until their successor is appointed in accordance with this Petition and their successors shall serve for four-year terms or until their successor is appointed in accordance with this Petition.

In the event for any reason a Director is not able to serve his or her full term (“Exiting Director”), any vacancy to the Board shall be filled by appointment of a Director (“Interim Director”) by a majority vote of the Board. Any Interim Director shall be of the same type as the Exiting Director, unless otherwise stated in the bylaws adopted by the Board upon formation of the District, as they may be amended from time to time.

6. Successor Directors

Successor Directors, whether to serve a new term or to fill a vacancy on the Board, not filled by an Interim Director, shall be appointed by the Mayor of the City with the consent of the City Council by resolution according to a slate submitted to the City Clerk by the Board. The City Clerk shall immediately deliver the slate to the Mayor and the City Council. Not later than thirty (30) days following the date the slate is submitted to the City Clerk:

- (a) the Mayor shall appoint the successor Directors according to the slate submitted and the City Council shall consent by resolution to the appointment; or
- (b) the Mayor or the City Council may reject the slate submitted and request in writing with written reasons for rejection of the slate that the Board submit an alternate slate. If no action is completed within the thirty (30) day period, the successor Directors shall be deemed to have been appointed by the Mayor with the consent of the City Council according to the slate submitted as of the expiration of the thirty (30) day period.

If an alternate slate is requested, the Board shall within ten (10) days following receipt of the written request submit an alternate slate to the City Clerk. The City Clerk shall immediately deliver the alternate slate to the Mayor and the City Council. Not later than fifteen (15) days following the date the alternate slate is submitted to the City Clerk:

- (a) the Mayor shall appoint the successor Directors according to the alternate slate submitted and the City Council shall consent by resolution to the appointment; or
- (c) the Mayor or the City Council may reject the alternate slate submitted and request in writing with written reasons for rejection of the alternate slate that the Board submit another alternate slate. If no action is completed within the fifteen (15) day period, the successor Directors shall be deemed to have been appointed by the Mayor with the consent of the City Council according to the alternate slate submitted as of the expiration of the fifteen (15) day period.

The procedure described above shall continue until the successor Directors are appointed or deemed to be appointed by the Mayor with the consent of the City Council; provided however, the time period for action by the Mayor and the City Council following the submission of each alternate slate shall be reduced to ten (10) days.

The Board shall select the slate as follows:

- (a) Individuals meeting the qualifications set out in this Petition must be nominated by an Owner;
- (b) The Directors shall then vote for a slate of nominees who shall consist of the number needed to fill vacancies and the seats of expiring terms; and
- (c) The slate shall consist of the nominees classified so that the Board will meet the representation requirements set out in Section 2 of this Article.

V. ASSESSED VALUE

The total assessed value of all of the real property within the District is \$109,340. The official total assessed valuation for the District may change by the time the District is created.

VI. REAL PROPERTY TAXES

The District shall have no power to levy a real estate tax or to levy special assessments.

VII. SALES TAXES

The District may by Resolution impose a sales tax, not to exceed one percent (1.00%) upon all eligible retail sales within the District.

VIII. BLIGHT DETERMINATION

This Petition does not include a request for a determination of blight for any real property within the District.

IX. LIFE OF DISTRICT

The District will continue to exist and function for a period of thirty (30) years following the effective date of the ordinance establishing the District.

X. REQUEST TO ESTABLISH DISTRICT

By execution and submission of this Petition, the Petitioners request that the City Council establish the District as set out in this Petition.

XI. NOTICE TO PETITIONERS

The signatures of Petitioners signing this Petition may not be withdrawn later than seven (7) days after this Petition is filed with the City Clerk.

XII. SEVERABILITY

If any provision of this Petition shall be held or determined to be invalid, inoperative or unenforceable as applied in any particular case, or in all cases, because it conflicts with any other provision or provisions of this Petition or for any other reason, such

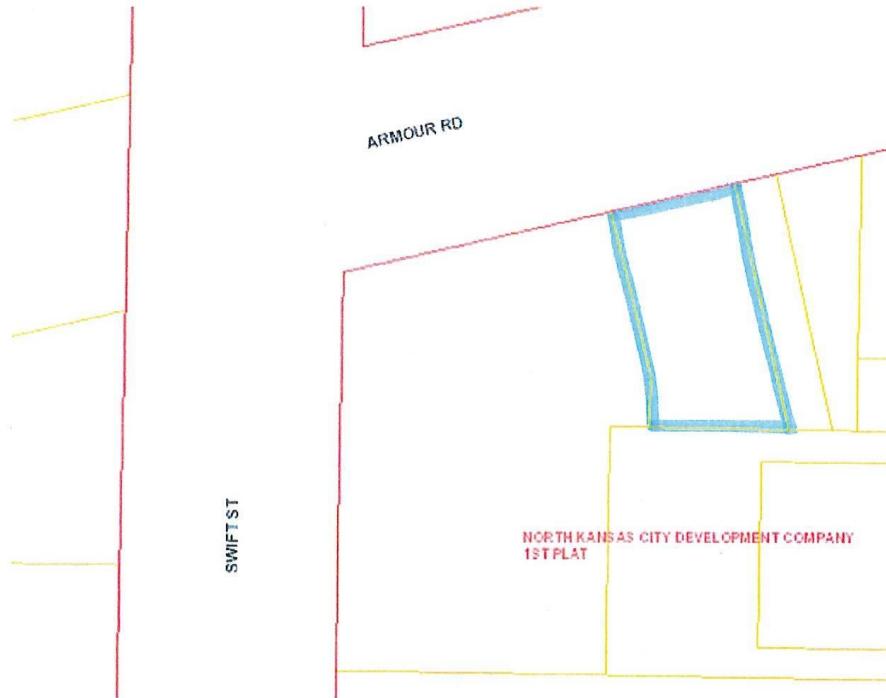
circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision contained in this Petition invalid, inoperative or unenforceable to any extent whatsoever.

EXHIBIT A

DISTRICT LEGAL DESCRIPTION

ALL THAT PART OF LOTS 1, 8, 9, 10, AND PART OF THE VACATED ALLEY LYING WEST OF AND ADJACENT TO THE WEST LINE OF SAID LOT 8, BLOCK 18, "NORTH KANSAS CITY DEVELOPMENT COMPANY'S FIRST PLAT OF NORTH KANSAS CITY," A SUBDIVISION IN NORTH KANSAS CITY, CLAY COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTHERLY LINE OF SAID LOT 9 THAT IS 16.58 FEET NORTHEASTERLY OF THE NORTHWEST CORNER OF SAID LOT 9, AS MEASURED ALONG SAID NORTHERLY LINE; THENCE SOUTH 13 DEGREES 35 MINUTES 27 SECONDS EAST, A DISTANCE OF 116.89 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 10 THAT IS 18.54 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 10; THENCE SOUTH 89 DEGREES 59 MINUTES 29 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOTS 10, 9 AND 8, A DISTANCE OF 65.48 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 31 SECONDS WEST, A DISTANCE OF 24.30 FEET; THENCE NORTH 13 DEGREES 29 MINUTES 24 SECONDS WEST, A DISTANCE OF 74.05 FEET; THENCE SOUTH 76 DEGREES 30 MINUTES 36 SECONDS WEST, A DISTANCE OF 0.97 OF A FOOT; THENCE NORTH 13 DEGREES 29 MINUTES 24 SECONDS WEST, A DISTANCE OF 0.67 OF A FOOT; THENCE SOUTH 76 DEGREES 30 MINUTES 36 SECONDS WEST, A DISTANCE OF 0.27 OF A FOOT; THENCE NORTH 13 DEGREES 07 MINUTES 39 SECONDS WEST, A DISTANCE OF 3.16 FEET, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ARMOUR ROAD, AS NOT ESTABLISHED; THENCE NORTH 76 DEGREES 24 MINUTES 29 SECONDS EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 59.03 FEET, TO THE POINT OF BEGINNING.

EXHIBIT B
DISTRICT BOUNDARY MAP



KCP-8356395-1

B-1

EXHIBIT C

ESTIMATED COST OF THE ELIGIBLE SERVICES

CID improvement costs will include any of the following costs for which CID funds may be expended pursuant to the Act and that are also agreed to by the District:

FIVE YEAR PLAN

Chappell's Redevelopment									
Capital Improvements and 5-Year Plan									
Item	Item	Amount	Eligible Amt.	Landlord Work	Year 1	Year 2	Year 3	Year 4	Year 5
1	Rehabilitation of building systems, wiring, elec panels, drains, HVAC, kitchen etc including meeting current code specifications	\$120,000	\$45,000	\$75,000	\$120,000				
2	Reconstruct and renovate base building	165,000	165,000	0	165,000				
3	Reconstruct and renovate interior improvements and FFE	150,000	0	150,000	75,000	75,000			
4	Reconstruct building roof and add deck	300,000	200,000	100,000	200,000	100,000			
5	Reconstruct and renovate patio, common areas, and landscaping, including meeting current code specifications	30,000	25,000	5,000	30,000				
6	Renovate building awnings and lighting	35,000	27,500	7,500	17,500	17,500			
7	Sports entertainment and broadcast equipment and software	125,000	0	125,000	62,500	62,500			
8	Legal and Administrative	135,000	135,000	0	37,500	37,500	20,000	20,000	20,000
9	Advertising and Marketing	160,000	0	160,000	40,000	40,000	40,000	20,000	20,000
10	Contingency (10%)	122,000	59,750	62,250	74,750	33,250	6,000	4,000	4,000
	Total	\$1,342,000	\$657,250	\$684,750	\$822,250	\$365,750	\$66,000	\$44,000	\$40,000

Note 1: This is a preliminary estimate only. Additional CID Improvements, CID Services, and CID Operating Costs may be incurred or projects added depending on the availability of funds. Available line item funds may be allocated to other items.

Note 2: All information furnished is from sources deemed reliable, but no warranty or representation is made as to the accuracy thereof and the same is subject to errors, omissions, changes or other conditions without notice.

**Signature Page for Petition to Establish The
Chappell's Community Improvement District**

I request that the City Council of the City of North Kansas City, Clay County, Missouri establish The Chappell's Community Improvement District according to the preceding Petition.

Name of Owner: Mitna, Inc.
Owner's Telephone Number:
Owner's Mailing Address: 15 NW 44th Street, Kansas City, MO 64116

If signer is different from owner:
Name of Signer:
State basis of legal authority to sign:
Signer's Telephone Number:
Signer's Mailing Address:

If the owner is an individual, state if the owner is single or married:

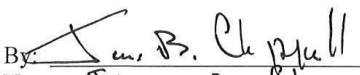
If the owner is not an individual, state what type of entity: a Missouri corporation

The map/parcel number and assessed value of the property owned:

Assessed Value:	\$109,340
Map/Parcel Number:	17610001000400

By executing this Petition, the undersigned represents and warrants that he/she has received a copy of this Petition, has read this Petition, is authorized to execute this Petition on behalf of the property owner named immediately above, and authorizes this signature page to be attached to the original of this Petition to be filed in the Office of the City Clerk. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven days after this Petition is filed with the clerk of the City.

MITNA, INC.
a Missouri corporation

By: 
Name: James B. Chappell
Title: President

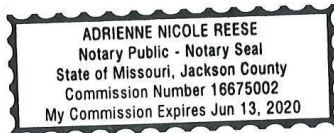
State of Missouri
County of Jackson ss:

On this 2nd day of April, 2018, before me personally appeared James B. Champell, to me personally known, who being duly sworn, did say that he/she is the President of Mitna, Inc., a Missouri corporation, and that he/she executed the foregoing instrument in the name of said corporation and that he/she had the authority to sign the same and acknowledged said instrument to be the free act and deed of the corporation.

Witness my hand and official seal this 2nd day of April, 2018.

Adrienne Nicole Reese
Notary Public

My Commission Expires: 6/13/2020



**Signature Page for Petition to Establish The
Chappell's Community Improvement District**

I request that the City Council of the City of North Kansas City, Clay County, Missouri establish The Chappell's Community Improvement District according to the preceding Petition.

Name of Owner: Keoia, LLC.
Owner's Telephone Number:
Owner's Mailing Address: 15 NW 44th Street, Kansas City, MO 64116

If signer is different from owner:
Name of Signer:
State basis of legal authority to sign:
Signer's Telephone Number:
Signer's Mailing Address:

If the owner is an individual, state if the owner is single or married:

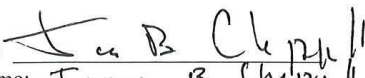
If the owner is not an individual, state what type of entity: a Missouri limited liability company

The map/parcel number and assessed value of the property owned:

Assessed Value:	\$109,340
Map/Parcel Number:	17610001000400

By executing this Petition, the undersigned represents and warrants that he/she has received a copy of this Petition, has read this Petition, is authorized to execute this Petition on behalf of the property owner named immediately above, and authorizes this signature page to be attached to the original of this Petition to be filed in the Office of the City Clerk. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven days after this Petition is filed with the clerk of the City.

KEOIA, LLC
a Missouri limited liability company

By: 
Name: James B. Chappell
Title: Pres. Dist

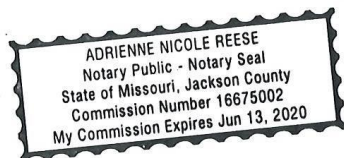
State of Missouri
County of Jackson ss:

On this 2nd day of April, 2018, before me personally appeared James B. Chapell, to me personally known, who being duly sworn, did say that he/she is the Pres. Secy of Keoia, LLC a Missouri limited liability company, and that he/she executed the foregoing instrument in the name of said limited liability company and that he/she had the authority to sign the same and acknowledged said instrument to be the free act and deed of the limited liability company.

Witness my hand and official seal this 2nd day of April, 2018.

Adrienne Nicole Reese
Notary Public

My Commission Expires: 6/13/2020



AFFIDAVIT OF AUTHORITY TO SIGN THE PETITION

STATE OF Missouri)
COUNTY OF Jackson) ss.

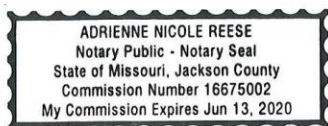
COMES NOW, James B. Chappell ("Affiant"), who first being duly sworn upon his oath states as follows:

1. Affiant is over twenty-one years old and is not subject to any legal disabilities.
2. Affiant is the President (title) of Mitna, Inc. ("Owner"); a corporation organized under the laws of the State of Missouri.
3. Affiant is duly authorized on behalf of Owner who is the owner of certain real property located within the boundaries shown on the Petition ("Petition") to establish The Chappell's Improvement District ("District");
4. Affiant hereby certifies that Owner has determined to sign the Petition in furtherance of the extension of the District and for the purposes expressed in the Petition.
5. As evidenced by this Affidavit, Affiant certifies that Affiant is authorized to sign the Petition on behalf of Owner.

FURTHER AFFIANT SAITH NAUGHT.

James B. Chappell
Name:

Subscribed and sworn to before me a Notary Public in the above named county and state on the 2nd day of April, 2018.



Adrienne Nicole Reese
Notary Public
Adrienne Nicole Reese
(Type or Print Name)

MY COMMISSION EXPIRES: 6/13/2020

AFFIDAVIT OF AUTHORITY TO SIGN THE PETITION

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

COMES NOW, James B Chappell, ("Affiant"), who first being duly sworn upon his oath states as follows:

- 1. Affiant is over twenty-one years old and is not subject to any legal disabilities.
- 2. Affiant is the President (title) of Keoia, LLC ("Owner"); a Missouri limited liability company.
- 3. Affiant is duly authorized on behalf of Owner who is the owner of certain real property located within the boundaries shown on the Petition ("Petition") to establish The Chappell's Community Improvement District ("District");
- 4. Affiant hereby certifies that Owner has determined to sign the Petition in furtherance of the extension of the District and for the purposes expressed in the Petition.
- 5. As evidenced by this Affidavit, Affiant certifies that Affiant is authorized to sign the Petition on behalf of Owner.

FURTHER AFFIANT SAITH NAUGHT.

[Signature]
Name:

Subscribed and sworn to before me a Notary Public in the above named county and state on the 2nd day of April, 2018.



Adrienne Nicole Reese
Notary Public
Adrienne Nicole Reese
(Type or Print Name)

MY COMMISSION EXPIRES: 6/13/2020

Exhibit "B"

District legal Description

ALL THAT PART OF LOTS 1, 8, 9, 10, AND PART OF THE VACATED ALLEY LYING WEST OF AND ADJACENT TO THE WEST LINE OF SAID LOT 8, BLOCK 18, "NORTH KANSAS CITY DEVELOPMENT COMPANY'S FIRST PLAT OF NORTH KANSAS CITY," A SUBDIVISION IN NORTH KANSAS CITY, CLAY COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTHERLY LINE OF SAID LOT 9 THAT IS 16.58 FEET NORTHEASTERLY OF THE NORTHWEST CORNER OF SAID LOT 9, AS MEASURED ALONG SAID NORTHERLY LINE; THENCE SOUTH 13 DEGREES 35 MINUTES 27 SECONDS EAST, A DISTANCE OF 116.89 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 10 THAT IS 18.54 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 10; THENCE SOUTH 89 DEGREES 59 MINUTES 29 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOTS 10, 9 AND 8, A DISTANCE OF 65.48 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 31 SECONDS WEST, A DISTANCE OF 24.30 FEET; THENCE NORTH 13 DEGREES 29 MINUTES 24 SECONDS WEST, A DISTANCE OF 74.05 FEET; THENCE SOUTH 76 DEGREES 30 MINUTES 36 SECONDS WEST, A DISTANCE OF 0.97 OF A FOOT; THENCE NORTH 13 DEGREES 29 MINUTES 24 SECONDS WEST, A DISTANCE OF 0.67 OF A FOOT; THENCE SOUTH 76 DEGREES 30 MINUTES 36 SECONDS WEST, A DISTANCE OF 0.27 OF A FOOT; THENCE NORTH 13 DEGREES 07 MINUTES 39 SECONDS WEST, A DISTANCE OF 3.16 FEET, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ARMOUR ROAD, AS NOT ESTABLISHED; THENCE NORTH 76 DEGREES 24 MINUTES 29 SECONDS EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 59.03 FEET, TO THE POINT OF BEGINNING.

Exhibit C
District Boundary Map



MEMORANDUM



TO: Mayor and City Council

FROM: Sara Copeland, AICP, Community Development Director

DATE: February 19, 2019

RE: Potential Median Closures, Burlington Corridor Complete Street Project

In the course of completing preliminary design for the Burlington Corridor complete street improvements, one discussion item has been the median openings along Burlington. There are currently median openings that allow left turns or street crossings at each intersection from 10th Avenue to 26th Avenue; there are no other median openings. While the majority of intersections on Burlington are signalized, five intersections (13th, 15th, 18th, 20th, 21st) are not signalized.

Unsignalized intersections create a variety of safety concerns. A driver that is turning is required to judge appropriate gaps in oncoming traffic in order to safely make a turn. If traffic from a signalized intersection backs up past the unsignalized intersection, which is possible during rush hour conditions, it can be difficult to see oncoming vehicles.

In addition, the unsignalized intersections on Burlington do not provide pedestrian crossings. Roadways with three lanes of through traffic are too wide to provide for safe pedestrian crossings because pedestrians are not able to see all oncoming traffic and moving vehicles might not be able to see pedestrians. Pedestrian accommodations are provided at signalized intersections and so removing medians does not have an impact on safe pedestrian crossings.

It is important to note that U-turns are prohibited on Burlington, although some drivers still make U-turns against posted traffic signs. Also, potential future improvements to facilitate streetcar extension would be likely to require the closure of unsignalized intersections along Burlington.

Closing medians does not mean closing streets, but results in two right-in, right-out intersections similar to the existing intersection of Burlington and 29th Avenue. Traffic on the side street would be able to make a right turn onto Burlington and traffic on Burlington would be able to make a right turn onto the side street. However, traffic on the side street would not be able to cross Burlington and there would be no left turns.

While clearly some unsignalized intersections remain important for movement around the Burlington corridor, we believe there are two intersections that are good candidates for median closures:

- 20th Avenue.** There is no southbound left turn allowed at 20th Avenue and no turn lane exists. However, the Police Department notes that vehicles regularly make the illegal left turn onto 20th Avenue and this can create traffic back-ups on Burlington. The median opening at 20th Avenue is only intended to allow westbound traffic on 20th Avenue to make a left turn onto southbound Burlington. In the past 5 years, there have been 10 crashes at this intersection, primarily due to following too closely or failure to yield. The Police Department believes that the lack of a turn lane may contribute to these crashes.

The aerial below shows a hatched area that would be closed if the median opening were removed. If this median opening were removed, traffic could divert one block south to Armour Road or north to 23rd Avenue to make a left turn.

20th Avenue Intersection



- 15th Avenue.** 15th Avenue is a full intersection with left turn lanes. However, 15th Avenue extends only one block west to Atlantic and slightly more than one block east, extending just past Clay Street. In the past 5 years, there have been 9 crashes at this intersection; the most common contributing circumstance noted has been failure to yield.

The aerial below shows a hatched area where turn lanes would be removed if the median was closed. Closing the median at this location would require left-turning traffic

on 15th Avenue to detour one block north or south to the signalized intersections at 14th or 16th Avenues.

15th Avenue Intersection



Any changes to the roadway require the approval of the Missouri Department of Transportation (MoDOT), because Burlington is a state route. In this case, MoDOT is not requiring the City to include median closures during our Burlington project. The Burlington project team's understanding is that they will be receptive to this idea as a safety improvement that reduces potential conflict points.

At this time, staff has not conducted any outreach to business or property owners in the area regarding possible median closures. Our goal is to gather direction from the City Council about interest and willingness to consider these median closures before going any further.

MEMORANDUM



TO: Mayor and City Council
City Administrator

FROM: Sara Copeland, AICP, Community Development Director

DATE: February 19, 2019

RE: Letter Agreement for Engineering Services for 16th Avenue Bicycle Lanes

Budget Authority:	FY 2019 Gaming Fund – 16 th Ave Bicycle Lanes	\$ 90,000.00
	Less: Engineering	\$ <u>6,300.00</u>
	Remaining Budget Authority	\$ 83,700.00

With the completion of the cycle track on Diamond Parkway and planned construction of the cycle track on Burlington in 2020, 16th Avenue is a key corridor to provide an east-west link between these facilities. The letter agreement before the City Council for approval is to provide engineering services to design bicycle lanes on 16th Avenue.

In accordance with the City’s purchasing policy, staff obtained three written proposals from engineering firms with whom the City has an existing relationship and that are considered to be qualified to perform this work. The quotations received included:

<u>Firm</u>	<u>Total Cost</u>
Olsson	\$6,300
McClure	\$10,000
WSP	\$22,350

Olsson is familiar with the City’s existing bicycle facilities and staff recommends engaging them to perform this work. While services of less than \$25,000 do not require City Council approval, the city counselor has advised that the General Conditions attached to the Letter Agreement require approval by the City Council.

RESOLUTION NO. 19-008

RESOLUTION APPROVING A LETTER AGREEMENT FOR PROFESSIONAL SERVICES WITH OLSSON, INC. REGARDING 16TH AVENUE BICYCLE LANES—PLANS AND SPECIFICATIONS

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 sent out a request for written quotations seeking professional services for the City’s 16th Avenue bicycle lanes project (plans and specifications work); and

WHEREAS, the City received responses from three engineering firms to the request for written quotations, and after a review of the three responses, the response from Olsson, Inc. was deemed to be the most appropriate; and

WHEREAS, the City has determined that Olsson, Inc., has the qualifications, experience, expertise and skill to provide the necessary services, plans and specifications for the 16th Avenue bicycle lanes project for the City; and

WHEREAS, the City and Olsson, Inc., now desire to enter into the Letter Agreement for Professional Services for the work and services set forth in the Agreement.

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

Section 1. Authorization of Agreement. The City Council hereby authorizes the City to enter into the Letter Agreement for Professional Services (the “**Agreement**”) for the 16th Avenue Bicycle Lanes project with Olsson, Inc., which Agreement shall be in substantially the form of “**Exhibit 1**”, attached hereto and incorporated herein by reference. The City is hereby authorized to pay the costs associated with the Agreement.

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

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

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

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

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

DONE this 19th day of February, 2019.

Don Stielow, *Mayor*

ATTEST:

Crystal Doss, *City Clerk*

EXHIBIT “1”



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

12-17-18

City of North Kansas City Missouri
Attn: Sara Copeland
2010 Howell Street
North Kansas City, MO 64116

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
16th Avenue Bicycle Lanes – Plans & Specifications (the “Project”)
Insert Project Description or Address

Dear Ms. Copeland:

It is our understanding that The City of North Kansas City (“Client”) requests Olsson, Inc. (“Olsson”) to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson’s General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the “Agreement”) for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services (“Scope of Services”) to Client for the Project:

Prepare plans and specifications for engineering documents to add bicycle lanes to 16th Avenue from Diamond Parkway to Swift with an option to extend west to Burlington.

Task 1: Coordinate with City staff and NKC Road District. Establish whether project can be addressed via in house labor, existing on-call contracts, or bidding as a new project.

Task 2: Review existing survey and conditions. Confirm project limits on the west side of the corridor in consultation with City staff.

Task 3: Prepare construction documents, including quantities and estimates.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate

charged for those employees actually performing the work, plus reimbursable expenses in accordance with Reimbursable Expense Schedule attached to this Agreement if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: 1-2-19
Anticipated Completion Date: 2-4-19

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services a fixed fee of \$6,300.00. Olsson's reimbursable expenses for this Project are included in the fixed fee. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Sara Copeland.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of [maximum 30] days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By Paul B. Moore
Paul Moore, P.E.

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

City of North Kansas City, Missouri

By _____
Signature

Print Name Don Stielow

Title Mayor

Dated February 15, 2019

Attachments
General Provisions

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated December 17, 2018 between City of North Kansas City ("Client") and Olsson Associates, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement. If amended terms cannot be agreed upon, either party may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 In the event that Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), before undertaking such additional services, Olsson shall first obtain the written approval of Client. Upon receipt of such written approval from Client, Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or

utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others at the request of and on behalf of the Client.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a

material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

3.11 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the

contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Construction Cost Estimate": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson,

as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall

grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson for services rendered and reimbursable costs incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation.

6.2.2 In the event of litigation it may be commenced at any time prior to or after completion of the Project(s), provided that if litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the litigation being conducted. Any litigation shall take place in Clay County, Missouri, the location of the project.

6.2.3 The prevailing party in any litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

SECTION 7—MISCELLANEOUS

7.1 Ownership of Deliverables

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

7.2 Electronic Files

A party may rely that data or information set forth on paper (also known as "hard copies") that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party, unless otherwise agreed in writing. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

7.3 Construction Cost Estimate

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Construction Cost Estimate provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Construction Cost Estimate. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Construction Cost Estimate was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Construction Cost Estimate was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Construction Cost Estimate, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost

to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Construction Cost Estimate.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion,

sex, sexual orientation, gender identity, national origin, disability or veteran status.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written or oral non-public, confidential or proprietary information, including but not limited to, information of a business, planning, marketing or technical nature and models, tools, hardware and software, and any documents, reports, memoranda, notes, files or analyses that contain, summarize or are based upon any proprietary or confidential information (hereafter referred to as the "Information").

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 The existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the

Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.6 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.7 The obligations of confidentiality set forth herein shall survive termination of this Agreement, but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Missouri. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Missouri.

7.12 Subconsultants

Olsson may utilize as necessary subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement, provided, however, that prior to utilizing any subconsultant or subcontractor Olsson has first received the prior written approval from Client.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.12.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in

respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement, but Olsson may do so only after receiving the prior written approval from Client.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 (Omitted)

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall be limited to amounts set forth under the applicable insurance policy or policies Olsson is required to

obtain under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement. Olsson's insurance coverages are listed in Section 8.1:

7.16 Entire Agreement

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

SECTION 8 INSURANCE AND INDEMNIFICATION

8.1 Insurance

Olsson shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to Client, during the entire term of this Agreement including any extension thereof and any Task Order, the following policies of insurance:

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

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

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

D. Professional Liability Insurance. Professional Liability Insurance will be provided by Olsson to cover claims arising out of the negligent acts, errors and omissions by Olsson, any subconsultant, or anyone directly or indirectly employed by them. The coverage provided will be not less than \$5,000,000 per claim and aggregate.

E. Umbrella Liability Insurance. An umbrella liability insurance policy

written on a per occurrence basis with minimum limits of at least \$9,000,000 per occurrence and \$9,000,000 general aggregate for bodily injury and property damage including coverages for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations. The Umbrella Liability Policy shall name the City of North Kansas City, Missouri as an additional insured, in a form which shall be acceptable to Client's insurance professionals and advisers.

All of the above policies of insurance shall be primary insurance. (Reference Section 8.3 regarding sufficiency.) The insurer shall waive all rights of subrogation and contribution it may have against the Client, its officers, officials, employees and agents, and their respective insurers. In the event any of said policies of insurance are canceled, Olsson shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 8.1 to the Client's designated representative. No work or services under this Agreement shall commence until Olsson has provided Client with Certificates of Insurance, endorsements or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance, endorsements, or binders are approved by Client.

Olsson agrees that the provisions of this Section 8.1 shall not be construed as limiting in any way the extent to which Olsson may be held responsible for the payment of damages to any persons or property resulting from Olsson's activities or the activities of any person or persons for which Olsson is otherwise responsible. In the event Olsson subcontracts any portion of the work in compliance with Section 7.11 of this Agreement the contract between Olsson and such subconsultant shall require the subconsultant to maintain policies of insurance that are acceptable to the City and to Olsson.

8.2 Indemnification

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

A. Olsson will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and reasonable attorneys' fees incurred in connection therewith;

B. Olsson will promptly pay any judgment rendered against the City, its officers,

officials, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Olsson hereunder; and Olsson agrees to save and hold Client, its officers, officials, agents, and employees harmless therefrom;

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

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

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

8.3 Sufficiency of Insurer

Insurance required by this Agreement shall be satisfactory only if issued by companies authorized to do business in Missouri, rated "A" or better in the most recent edition of Best's Key Rating Guide or in the Federal Register, unless such requirements are waived by Client or designee of Client due to unique circumstances. In the event the City Administrator determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to Client, Olsson agrees that the minimum limits of the insurance policies required by this Section 8 may be changed accordingly upon receipt of written notice from the Client's City Administrator or designee; provided that Olsson shall have the right to appeal a determination of increased coverage by the Client's City Administrator to the Client's City Council within ten (10) days of receipt of notice from the Client's City Administrator.

8.4 Information Provided by Others

The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Consultant shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.

MEMORANDUM



TO: Mayor and City Council
City Administrator

FROM: Sara Copeland, AICP, Community Development Director

DATE: February 19, 2019

RE: Funding Agreement with MoDOT, Burlington Corridor Improvements

In 2016, the City made an application to the Mid America Regional Council for Surface Transportation Program (STP) funds to support the first phase of construction to implement the Burlington Corridor Complete Street Design. Our application was successful and was awarded \$3.8 million in STP funds, programmed for Federal Fiscal Year 2020.

Recently, MoDOT staff has offered to contribute funds to this project for mill and overlay of the roadway surface. This contribution will replace the planned surface treatment for the roadway. The contribution from MoDOT will be approximately \$262,000, to be reimbursed to the City at construction.

At this time, MoDOT has prepared a Funding Agreement for the City to formalize the financial arrangements regarding both the federal funds and MoDOT's contribution. Approval of this agreement is required for the City to receive these funds in 2020. The agreement includes, in Section 8, acknowledgement that the City will maintain the bicycle improvements and aesthetic improvements. A future maintenance agreement between MoDOT and the City will spell out these obligations in more detail.

This agreement has been reviewed by the city counselor and staff recommends approval at this time. This agreement is also moving through the approval process with the Missouri Highway and Transportation Commission.

AN ORDINANCE APPROVING STP—URBAN PROGRAM AGREEMENT BETWEEN THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AND THE CITY OF NORTH KANSAS CITY, MISSOURI REGARDING CERTAIN IMPROVEMENTS ALONG BURLINGTON STREET FROM 10TH AVENUE AND 32ND AVENUE IN THE CITY OF NORTH KANSAS CITY, MISSOURI.

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

WHEREAS, the Fixing America’s Surface Transportation Act (23 U.S.C. § 133), authorizes a Surface Transportation Program (“**STP**”) to fund transportation related projects; and

WHEREAS, the City desires to construct certain improvements, including but not limited to cycle track and multimodal improvements, using STP funding; and

WHEREAS, the Missouri Highways and Transportation Commission (the “**Commission**”) coordinates this work and controls Burlington where the project is to take place from 10th Avenue through 32nd Avenue in the City; and

WHEREAS, the City desires to enter into the STP—Urban Program Agreement (the “**Agreement**”) with the Commission for this project pursuant to the terms and conditions set forth in the Agreement, a copy of which is attached hereto, marked “**Exhibit 1**” and incorporated herein by reference.

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

Section 1. **Authorization of Agreement.** The City Council hereby finds and determines that it is the best interests of the City and its citizens to approve the STP-Urban Program Agreement (the “**Agreement**”) between the City and the Missouri Highways and Transportation Commission regarding the funding of certain improvements to Burlington Street between 10th Avenue and 32nd Avenue in the City of North Kansas City. The City Council hereby further authorizes the City to enter into the Agreement with the Missouri Highways and Transportation Commission which Agreement shall be in substantially the form of “**Exhibit 1**”, attached hereto and incorporated herein by reference.

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

Section 3. **Severability.** The sections, paragraphs, sentences, clauses, and phrases of this Ordinance shall be severable. In the event that any such section, paragraph, sentence, clause, or

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

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

Section 5. Effective Date. This Ordinance shall be in full force and effect immediately upon passage by the City Council and approval by the Mayor.

PASSED this 19th day of February, 2019.

Don Stielow, *Mayor*

ATTEST:

Crystal Doss, *City Clerk*

APPROVED this 19th day of February, 2019.

Don Stielow, *Mayor*

APPROVED AS TO FORM:

Anthony Bologna, *City Attorney*

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

CCO Form: FS11
Approved: 07/96 (KMH)
Revised: 03/17 (MWH)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STP- 3301 (510)
Award Year: 2020
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
STP-URBAN PROGRAM AGREEMENT**

THIS STP-URBAN AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of North Kansas City, Clay County, Missouri (hereinafter, "City").

WITNESSETH:

WHEREAS, the Fixing America's Surface Transportation Act (FAST) 23 U.S.C. §133, authorizes a Surface Transportation Program (STP) to fund transportation related projects; and

WHEREAS, the City desires to construct certain improvements, more specifically described below, using such STP funding; and

WHEREAS, those improvements are to be designed and constructed in compliance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to grant the use of STP funds to the City. The improvement contemplated by this Agreement and designated as Project STP-3301 (510) involves:

Complete street enhancements including a cycle track, striping, streetscape improvements, pavement resurfacing, and stormwater improvements primarily located in the northbound lanes of Burlington Street from 10th Avenue to 32nd Avenue in North Kansas City, Missouri.

The City shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project STP-3301 (510) by the Commission is within the city limits of North Kansas City, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows:

Burlington Street between 10th Avenue and 32nd Avenue in North Kansas City, Missouri.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) LIMITS OF SYSTEM: The limits of the surface transportation system for the City shall correspond to its geographical area as encompassed by the urban boundaries of the City as fixed cooperatively by the parties subject to approval by the Federal Highway Administration (FHWA).

(5) ROUTES TO BE INCLUDED: The City shall select the high traffic volume arterial and collector routes to be included in the surface transportation system, to be concurred with by the Commission, subject to approval by the FHWA. It is understood by the parties that surface transportation system projects will be limited to the said surface transportation system, but that streets and arterial routes may be added to the surface transportation system, including transfers from other federal aid systems.

(6) INVENTORY AND INSPECTION: The City shall:

(A) Furnish annually, upon request from the Commission or FHWA, information concerning conditions on streets included in the STP system under local jurisdiction indicating miles of system by pavement width, surface type, number of lanes and traffic volume category.

(B) Inspect and provide inventories of all bridges on that portion of the federal-aid highway systems under the jurisdiction of the City in accordance with the Federal Special Bridge Program, as set forth in 23 U.S.C. §144, and applicable amendments or regulations promulgated thereunder.

(7) ACCEPTED WITHIN HIGHWAY SYSTEM: Effective upon execution of this Agreement, the Commission accepts the above described portion of the City street system as part of the State Highway System for the purposes of this STP project. However, during the construction period contemplated in this Agreement:

(A) The Commission will assume no police or traffic control functions not obligatory upon Commission immediately prior to the execution of this Agreement, and

(B) The City shall perform or cause to be performed normal maintenance on the project site.

(8) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept maintenance of the improvements made by this project at no cost and expense whatsoever to the Commission. Any traffic signals installed or modified and pavement on highways maintained by the Commission will be turned over to the Commission upon completion of the project for operational maintenance. Any aesthetic, cycle track, and multimodal improvements installed on highways maintained by the Commission upon completion of the project will be the sole responsibility of the City for maintenance. All obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(9) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri

Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(10) CONSTRUCTION SPECIFICATIONS: Parties agree that all construction under the STP for the City will be constructed in accordance with current MoDOT design criteria/specifications for urban construction unless separate standards for the surface transportation system have been established by the City and the Commission subject to the approval of the FHWA.

(11) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(12) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for the project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act. However upon written request by the City and the written acceptance by the Commission, the Commission shall acquire right of way for the City. Upon approval of all agreements, plans and specifications by the Commission and the FHWA, the commission will file copies of said plans in the office of the county clerk: and proceed to acquire by negotiation and purchase or by condemnation any necessary right of way required for the construction of the improvement contemplated herein. All right of way acquired by negotiation and purchase will be acquired in the name of City, and the City will pay to grantors thereof the agreed upon purchase prices. All right of way acquired through condemnation proceedings will be acquired in the name of the State of Missouri and subsequently released to the City. The City shall pay into court all awards and final judgments in favor of any such condemnees. The City shall also reimburse the Commission for any expense incurred by the Commission in acquiring said right of

way, including but not limited to the costs of surveying, appraisal, negotiation, condemnation, and relocation assistance benefits. Unless otherwise agreed to in writing the Commission shall have the final decision regarding the settlement amount in condemnation.

(13) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be eighty percent not to exceed \$3,800,000.00. The state share for this project shall be \$262,747.00 of Kansas City District funds. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(B) The total reimbursement otherwise payable to the City under this Agreement is subject to reduction, offset, levy, judgment, collection or withholding, if there is a reduction in the available federal funding, or to satisfy other obligations of the City to the Commission, the State of Missouri, the United States, or another entity acting pursuant to a lawful court order, which City obligations or liability are created by law, judicial action, or by pledge, contract or other enforceable instrument. Any costs incurred by the City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.

(14) PERMITS: The City shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated improvements.

(15) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signal and marking in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

(16) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STP-3301 (510) will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

(17) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise the City of any required goals for participation by DBEs to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(18) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(19) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. All progress payment requests must be submitted for reimbursement within 90 days of the project completion date for the final phase of work. The City shall repay any progress payments which involve ineligible costs.

(20) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(21) OUTDOOR ADVERTISING: The City further agrees that the right of way provided for any STP improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

(22) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(23) AUDIT REQUIREMENT: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is

required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(24) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

(25) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(26) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(27) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(28) COMMISSION REPRESENTATIVE: The Commission's ***District Engineer*** is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(29) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the City:
City of North Kansas City
Attn: Community Development Director
2010 Howell Street
North Kansas City, MO 64116

- (B) To the Commission:
Missouri Department of Transportation
Attn: District Engineer

600 NE Colbern Rd
Lee's Summit, MO 64086

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(30) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, et seq.). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders

and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (30) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(31) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(32) CONFLICT OF INTEREST: The City shall comply with conflict of interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(33) MANDATORY DISCLOSURES: The City shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this ___ day of _____, 20____.

Executed by the Commission this ___ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF NORTH KANSAS CITY

By _____

Title _____

Title _____

ATTEST:

ATTEST:

By _____

Secretary to the Commission

Title _____

Approved as to Form:

Approved as to Form:

By _____

Commission Counsel

Title _____

[If needed to authorize a city official to execute the agreement.]

Ordinance No: _____

Exhibit A - Location of Project



Exhibit B – Project Schedule

Project Description: STP-3301 (510), complete street enhancements including a cycle track, striping, streetscape improvements, and stormwater improvements along Burlington Street from 10th Avenue to 32nd Avenue in North Kansas City, Missouri.

Task	Date
Date funding is made available or allocated to recipient	10/01/2019
Plans, Specifications & Estimate (PS&E) Submittal	5/30/2020
Plans, Specifications & Estimate (PS&E) Approval	6/30/2020
Advertisement for Letting	7/15/2020
Bid Opening	8/15/2020
Construction Contract Award or Planning Study completed (REQUIRED)	9/15/2020

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

Exhibit C - Required Contract Provisions
Federal-Aid Construction Contracts

BILL NO. 7381

ORDINANCE NO. 9178

AN ORDINANCE AUTHORIZING PAYMENT FOR CERTAIN ACCOUNTS DUE AND PAYABLE BY THE CITY THROUGH FEBRUARY 15, 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	120,233.01
B. Payroll Transfers	382,635.33
C. Transportation Sales Tax	63,879.57
D. Convention & Tourism	—
E. Gaming Fund	80,360.11
F. Community Center	358,259.00
G. Water Fund	21,763.11
H. Sewerage System Fund	63,675.56
I. Pension Fund	—
J. Northgate Capital Project	2,618.00
K. Health Fund	—
L. Communications Fund	801.27
	<u>801.27</u>
	<u>\$ 1,094,224.96</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 19th day of February, 2019

Mayor

APPROVED this 19th day of February, 2019

Mayor

ATTEST:

City Clerk

Treasurer

PAYMENT ORDINANCE DETAIL FOR FEBRUARY 15, 2019

	VISA WIRE	CHECK/DRAFT	TOTAL
GENERAL FUND	\$ -	120,233.01	120,233.01
PARKS & RECREATION	-	5,510.55	5,510.55
LIBRARY	-	6,536.88	6,536.88
TRANSPORTATION	-	63,879.57	63,879.57
CONVENTION & TOURISM	-	—	—
GAMING FUND	-	80,360.11	80,360.11
NORTHGATE CAPITAL PROJECT	-	2,618.00	2,618.00
HEALTH FUND	-	—	—
WATER	-	21,763.11	21,763.11
SEWER	-	63,675.56	63,675.56
COMMUNITY CENTER	-	358,259.00	358,259.00
COMMUNICATIONS FUND	-	801.27	801.27
PENSION	-	—	—
REPORT SUB-TOTAL	\$ -	\$ 723,637.06	\$ 723,637.06

PAYROLL TRANSFERS THROUGH FEBRUARY 15, 2019 382,635.33

Total Payments \$ **1,106,272.39**

Less Parks & Library (12,047.43)

ORDINANCE TOTAL \$ 1,094,224.96



North Kansas City, MO

Expense Approval Report

By Segment (Select Below)

Payment Dates 02/06/2019 - 02/20/2019

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
AARON CHILDS	114847	01/19/2019	BUILDING RENTAL DEPOSIT R	20-4660	100.00
MO DEPT SALES TAX	114867	01/31/2019	JANUARY 2019 SALES TAXES	60-2050	6,475.08
John J Regan IV	114836	02/04/2019	BOND RETURN	10-2430	275.00
Michael Becher	114840	02/04/2019	BOND RETURN	10-2430	662.00
Kimberly D Colston	114838	02/04/2019	BOND RETURN	10-2430	368.50
JAYNE C BRUNO	114898	02/06/2019	Patient Overpayment Jayne C.	10-4620	86.32
AMERICAN FAMILY LIFE ASSU	DFT0000656	02/06/2019	AMERICAN FAMILY LIFE ASSU	10-2249	5,159.10
AMERICAN FAMILY LIFE ASSU	DFT0000656	02/06/2019	AMERICAN FAMILY LIFE ASSU	10-2254	2,428.38
AMERICAN FAMILY LIFE ASSU	DFT0000656	02/06/2019	AMERICAN FAMILY LIFE ASSU	20-2249	570.54
AMERICAN FAMILY LIFE ASSU	DFT0000656	02/06/2019	AMERICAN FAMILY LIFE ASSU	20-2254	317.62
AMERICAN FAMILY LIFE ASSU	DFT0000656	02/06/2019	AMERICAN FAMILY LIFE ASSU	22-2249	143.88
AMERICAN FAMILY LIFE ASSU	DFT0000656	02/06/2019	AMERICAN FAMILY LIFE ASSU	22-2254	172.08
AMERICAN FAMILY LIFE ASSU	DFT0000656	02/06/2019	AMERICAN FAMILY LIFE ASSU	60-2249	231.12
AMERICAN FAMILY LIFE ASSU	DFT0000656	02/06/2019	AMERICAN FAMILY LIFE ASSU	61-2249	199.00
AMERICAN FAMILY LIFE ASSU	DFT0000656	02/06/2019	AMERICAN FAMILY LIFE ASSU	61-2254	10.92
CITY OF NORTH KANSAS CITY	114835	02/06/2019	FLEX DC	10-2266	499.98
CITY OF NORTH KANSAS CITY	114835	02/06/2019	FLEX MEDICAL	10-2267	882.36
CITY OF NORTH KANSAS CITY	114835	02/06/2019	FLEX MEDICAL	20-2267	95.00
CITY OF NORTH KANSAS CITY	114835	02/06/2019	FLEX MEDICAL	22-2267	38.46
CITY OF NORTH KANSAS CITY	114835	02/06/2019	FLEX MEDICAL	60-2267	150.00
USBANK - INSTITUTIONAL T	114844	02/06/2019	P&F PENSION FIRE-EE	10-2251	3,924.86
USBANK - INSTITUTIONAL T	114844	02/06/2019	P&F PENSION POLICE-EE	10-2251	2,902.99
MISSOURI DEPT OF REVENUE	114912	02/08/2019	CRIME VICTIM JANUARY 2019	10-2410	1,415.74
CLAY COUNTY TREASURER	114880	02/08/2019	DOMESTIC VIOLENCE JANUAR	10-2415	771.26
MISSOURI STATE TREASURER	114915	02/08/2019	PEACE OFFICER TRAINING JAN	10-2418	195.33
MISSOURI SHERIFF'S RETIREM	114914	02/08/2019	SHERIFF'S FUND JANUARY 20	10-2412	576.74
VICTORIA ARIAS	114870	02/09/2019	BUILDING RENTAL DEPOSIT R	20-4660	100.00
ASHLEY MARTIN	114849	02/10/2019	BUILDING RENTAL DEPOSIT R	20-4660	100.00
ICMA - RC RETIREMENT COM	DFT0000670	02/12/2019	ICMA - EE	10-2252	8,298.66
ICMA - RC RETIREMENT COM	DFT0000670	02/12/2019	ICMA - EE	10-2259	707.73
ICMA - RC RETIREMENT COM	DFT0000670	02/12/2019	ICMA - EE	20-2252	261.02
ICMA - RC RETIREMENT COM	DFT0000670	02/12/2019	ICMA - EE	21-2252	82.97
ICMA - RC RETIREMENT COM	DFT0000670	02/12/2019	ICMA - EE	22-2252	285.60
ICMA - RC RETIREMENT COM	DFT0000670	02/12/2019	ICMA	22-2259	39.35
ICMA - RC RETIREMENT COM	DFT0000670	02/12/2019	ICMA - EE	60-2252	572.60
ICMA - RC RETIREMENT COM	DFT0000670	02/12/2019	DEFERRED COMP	61-2252	188.84
VOYA 457	DFT0000671	02/12/2019	VOYA 457	10-2253	2,273.22
VOYA 457	DFT0000671	02/12/2019	VOYA 457	20-2253	25.00
VOYA 457	DFT0000671	02/12/2019	VOYA 457	21-2253	42.84
VOYA 457	DFT0000671	02/12/2019	VOYA 457	22-2253	99.84
VOYA 457	DFT0000671	02/12/2019	VOYA 457	60-2253	79.73
NATIONWIDE 457	DFT0000672	02/12/2019	NATIONWIDE 457	10-2250	3,410.23
NATIONWIDE 457	DFT0000672	02/12/2019	NATIONWIDE 457	10-2258	918.00
ALFREDO NAVARRO-CALZADIL	114848	02/13/2019	BOND RETURN	10-2430	171.07
GLADSTONE MUNICIPAL COU	114858	02/13/2019	CHARLES, DEBORAH G118-11	10-2101	200.00
GLADSTONE MUNICIPAL COU	114857	02/13/2019	AYERS, LEE GL17-0790	10-2101	150.00
CLINTON COUNTY CIRCUIT CO	114856	02/13/2019	STYER, BRANDON 18CNFTA51	10-2101	210.00
KANSAS CITY MUNICIPAL COU	114861	02/13/2019	HO, STANLEY KCH56829-2,568	10-2101	2,400.00
CLAY COUNTY CIRCUIT COURT	114855	02/13/2019	LOBDELL, AUBREY 18CYTFA36	10-2101	250.00
INDEPENDENCE MUNICIPAL C	114859	02/13/2019	NICKERSON-REYES, JESSE A 61	10-2101	400.00
PLATTE COUNTY CIRCUIT COU	114868	02/13/2019	SAMS, T.J. 18AECR01543	10-2101	135.00
Weston Municipal Court	114871	02/13/2019	SAMS, T.J. 18-0177749	10-2101	350.00
CAROLYN MOXLEY	114853	02/13/2019	REFUND FOR SENIOR TRIP TO	20-4664	43.00
CLARA SMITH	114854	02/13/2019	REFUND FOR NDT-SHEAR MA	20-4664	38.00

Expense Approval Report

Payment Dates: 02/06/2019 - 02/20/2019

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
KANSAS CITY MUNICIPAL COU	114860	02/14/2019	MURPHY, WILLIAM G KC1610	10-2101	150.00
					50,634.96
Department: 505 - ADMINISTRATION					
BLUE CROSS BLUE SHIELD OF	114833	02/06/2019	PCA INVOICE	10-505-5310	30.05
OFFICE DEPOT INC	114925	02/11/2019	ORDINANCE PAPER	10-505-7001	196.35
OFFICE DEPOT INC	114925	02/11/2019	OFFICE SUPPLIES	10-505-7001	46.14
NORTH KANSAS CITY BUS CO	114921	02/11/2019	Mayor Don Stielow, Rick Stew	10-505-5427	44.00
WEST PUBLISHING CORP	114951	02/11/2019	MONTHLY CHARGE	10-505-6030	902.02
MORAN FOODS	114917	02/11/2019	TURKEY LETTER	10-505-5490	9.48
CRYSTAL DOSS - PETTY CASH	114882	02/12/2019	RAPIO MEETING	10-505-5426	32.00
CRYSTAL DOSS - PETTY CASH	114882	02/12/2019	Mileage to Western Division C	10-505-5426	24.18
CRYSTAL DOSS - PETTY CASH	114882	02/12/2019	NOTARY FEE	10-505-6030	6.00
CRYSTAL DOSS - PETTY CASH	114882	02/12/2019	Bottled Water for Council	10-505-7001	2.60
CRYSTAL DOSS - PETTY CASH	114882	02/12/2019	Christmas Tree Topper	10-505-7001	2.17
CRYSTAL DOSS - PETTY CASH	114882	02/12/2019	Water	10-505-7001	2.99
CRYSTAL DOSS - PETTY CASH	114882	02/12/2019	Kitchen Supplies	10-505-7001	14.88
CRYSTAL DOSS - PETTY CASH	114882	02/12/2019	Notary Stamp	10-505-7001	27.49
MORAN FOODS	114917	02/12/2019	TURKEYS	10-505-5490	163.12
THOMSON AFFINITY TITLE LLC	114942	02/12/2019	INFORMATIONAL TITLE WORK	10-505-6030	550.00
OFFICE DEPOT INC	114925	02/12/2019	CERTIFICATE PAPER	10-505-7001	5.90
ICMA - RC RETIREMENT COM	DFT0000670	02/12/2019	DEFERRED COMP	10-505-5210	684.81
VOYA 457	DFT0000671	02/12/2019	VOYA 457	10-505-5210	129.72
LIFE INSURANCE CO OF NORT	114866	02/14/2019	ADMIN - CLASS 2	10-505-5300	384.15
BLUE CROSS BLUE SHIELD OF	114852	02/14/2019	PCA INVOICE	10-505-5310	32.47
Department 505 - ADMINISTRATION Total:					3,290.52
Department: 506 - MUNICIPAL COURT					
LIFE INSURANCE CO OF NORT	114866	02/14/2019	COURT - CLASS 2	10-506-5300	41.91
BLUE CROSS BLUE SHIELD OF	114852	02/14/2019	PCA INVOICE	10-506-5310	2,000.00
Department 506 - MUNICIPAL COURT Total:					2,041.91
Department: 510 - FIRE					
VOYAGER FLEET SYSTEMS, INC	114846	01/24/2019	SERVICES THRU 1/24/19 ACCT	10-510-7075	1,984.95
PRO PRINT INC	114928	02/01/2019	Joe Reynolds Biz cards	10-510-7001	37.00
THE CURATORS OF THE UNIV	114941	01/29/2019	Fire Winter School	10-510-5426	720.00
DIGITAL COMBUSTION INC	114887	02/04/2019	Fire Studio Software Module	10-510-8760	3,195.00
RIVER CITY T'S	114931	02/04/2019	Printed Maltese Cross Logo o	10-510-7050	1,955.72
GALLS LLC	114891	02/06/2019	Shoes for Irick	10-510-7050	68.00
BLUE CROSS BLUE SHIELD OF	114833	02/06/2019	PCA INVOICE	10-510-5310	531.28
USBANK - INSTITUTIONAL T	114844	02/06/2019	P&F PENSION FIRE-ER	10-510-5220	8,735.95
ZOLL MEDICAL CORP	114953	02/08/2019	Monitor Repair 906	10-510-7120	4,379.00
NORTH KANSAS CITY BUS CO	114921	02/11/2019	Joe Reynolds	10-510-5426	22.00
DR STEVEN L RUSSELL	114888	02/11/2019	SERVICES OF MEDICAL DIRECT	10-510-5480	1,000.00
PRO PRINT INC	114928	02/12/2019	Recruting Business Card	10-510-7090	92.00
KELLER FIRE & SAFETY INC	114903	02/12/2019	Fire Suppression System Main	10-510-7014	193.75
OFFICE DEPOT INC	114925	02/12/2019	steno notepads, untility hooks	10-510-7001	30.90
ICMA - RC RETIREMENT COM	DFT0000670	02/12/2019	DEFERRED COMP	10-510-5210	651.79
VOYA 457	DFT0000671	02/12/2019	VOYA 457	10-510-5210	401.05
NATIONWIDE 457	DFT0000672	02/12/2019	NATIONWIDE 457	10-510-5210	1,943.73
LIFE INSURANCE CO OF NORT	114866	02/14/2019	FIRE - CLASS 2	10-510-5300	283.68
LIFE INSURANCE CO OF NORT	114866	02/14/2019	FIRE - CLASS 1	10-510-5300	997.77
Department 510 - FIRE Total:					27,223.57
Department: 515 - POLICE					
VOYAGER FLEET SYSTEMS, INC	114846	01/24/2019	SERVICES THRU 1/24/19 ACCT	10-515-7075	3,705.06
SOLI'S PRINTING INC	114939	02/06/2019	WARNING LABELS 5.5 X 8.5	10-515-7018	64.00
JASON B HODGDON	114897	02/06/2019	JAIL BIO DECONTAMINATION	10-515-7020	80.00
JASON B HODGDON	114897	02/06/2019	BIO CLEANUP CELL/CAR 612	10-515-7020	80.00
EQUIFAX INFORMATION SERVI	114890	02/06/2019	INFORMATION SERVICES JAN	10-515-7018	75.22
NECCO COFFEE INC	114918	02/06/2019	COFFEE ORDER	10-515-6395	31.50
BLUE CROSS BLUE SHIELD OF	114833	02/06/2019	PCA INVOICE	10-515-5310	520.80
MERITAS HEALTH CORP	114839	02/06/2019	PD ANNUAL PHYSICALS	10-515-5440	831.00

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USBANK - INSTITUTIONAL T	114844	02/06/2019	P&F PENSION POLICE-ER	10-515-5220	6,461.56
NECCO COFFEE INC	114918	02/08/2019	COFFEE ORDER	10-515-6395	31.50
ICMA - RC RETIREMENT COM	DFT0000670	02/12/2019	DEFERRED COMP	10-515-5210	2,552.78
VOYA 457	DFT0000671	02/12/2019	VOYA 457	10-515-5210	213.34
LIFE INSURANCE CO OF NORT	114866	02/14/2019	PD - CLASS 1	10-515-5300	1,081.38
LIFE INSURANCE CO OF NORT	114866	02/14/2019	PD - CLASS 2	10-515-5300	420.80
BLUE CROSS BLUE SHIELD OF	114852	02/14/2019	PCA INVOICE	10-515-5310	867.76
Department 515 - POLICE Total:					17,016.70
Department: 521 - BUILDINGS & GROUNDS					
VOYAGER FLEET SYSTEMS, INC	114846	01/24/2019	SERVICES THRU 1/24/19 ACCT	10-521-7075	573.58
TYCO FIRE & SECURITY (US) M	114944	02/12/2019	alarm and detection monitor	10-521-7110	655.15
WALKER TOWEL & UNIFORM	114949	02/12/2019	biweekly service ranges from	10-521-7110	52.00
WALKER TOWEL & UNIFORM	114949	02/12/2019	biweekly service ranges from	10-521-7110	52.00
WALKER TOWEL & UNIFORM	114949	02/12/2019	biweekly service ranges from	10-521-7110	52.00
SHRED-IT US JV LLC	114937	02/12/2019	shredding services for CH, FD,	10-521-6057	32.95
SHRED-IT US JV LLC	114937	02/12/2019	shredding services for CH, FD,	10-521-6057	25.64
SHRED-IT US JV LLC	114937	02/12/2019	shredding services for CH, FD,	10-521-6057	72.30
SHRED-IT US JV LLC	114937	02/12/2019	shredding services for CH, FD,	10-521-6057	32.70
SHRED-IT US JV LLC	114937	02/12/2019	shredding services for CH, FD,	10-521-6057	29.94
ICMA - RC RETIREMENT COM	DFT0000670	02/12/2019	DEFERRED COMP	10-521-5210	89.76
VOYA 457	DFT0000671	02/12/2019	VOYA 457	10-521-5210	115.84
LIFE INSURANCE CO OF NORT	114866	02/14/2019	BUILD AND GROUNDS - CLASS	10-521-5300	102.07
Department 521 - BUILDINGS & GROUNDS Total:					1,885.93
Department: 525 - PUBLIC WORKS ADMIN					
OFFICE DEPOT INC	114925	02/08/2019	Tissue, Creamer	10-525-7001	44.91
ICMA - RC RETIREMENT COM	DFT0000670	02/12/2019	DEFERRED COMP	10-525-5210	128.39
VOYA 457	DFT0000671	02/12/2019	VOYA 457	10-525-5210	123.98
DREXEL TECHNOLOGIES, INC	114889	02/13/2019	plotter maintenance - annual	10-525-6110	1,188.00
LIFE INSURANCE CO OF NORT	114866	02/14/2019	PW ADMIN - CLASS2	10-525-5300	107.68
Department 525 - PUBLIC WORKS ADMIN Total:					1,592.96
Department: 526 - COMMUNITY DEVELOPMENT					
VOYAGER FLEET SYSTEMS, INC	114846	01/24/2019	SERVICES THRU 1/24/19 ACCT	10-526-7075	22.49
IDENTITY MARKETING GROUP	114895	02/01/2019	Encumber - Custom logo table	10-526-6050	360.14
IDENTITY MARKETING GROUP	114895	02/01/2019	Encumber - NKC Promo Items	10-526-6347	896.94
BLUE CROSS BLUE SHIELD OF	114833	02/06/2019	PCA INVOICE	10-526-5310	429.13
TYLER TECHNOLOGIES INC	114945	02/08/2019	iG Workforce iPad support	10-526-6115	131.25
STEVEN HOOVER	114940	02/08/2019	BZA Meeting 1/24/19	10-526-6045	10.00
COTTON CIVILS	114881	02/08/2019	BZA Meeting 1/24/19	10-526-6045	10.00
LINDA LEE BLACK	114906	02/08/2019	BZA Meeting 1/24/19	10-526-6045	10.00
MIKE SCHUMACHER	114911	02/08/2019	BZA Meeting 1/24/19	10-526-6045	10.00
OFFICE DEPOT INC	114925	02/08/2019	office supplies	10-526-7001	45.80
OFFICE DEPOT INC	114925	02/08/2019	Office Supplies	10-526-7001	28.48
OFFICE DEPOT INC	114925	02/08/2019	Office Supplies	10-526-7001	48.30
OFFICE DEPOT INC	114925	02/08/2019	Paper	10-526-7001	22.10
OFFICE DEPOT INC	114925	02/08/2019	Pens	10-526-7001	11.50
NECCO COFFEE INC	114918	02/08/2019	Coffee	10-526-7001	125.60
ICMA - RC RETIREMENT COM	DFT0000670	02/12/2019	DEFERRED COMP	10-526-5210	313.73
VOYA 457	DFT0000671	02/12/2019	VOYA 457	10-526-5210	55.25
LIFE INSURANCE CO OF NORT	114866	02/14/2019	COMM DEV - CLASS 1	10-526-5300	48.83
LIFE INSURANCE CO OF NORT	114866	02/14/2019	COMM DEV - CLASS 2	10-526-5300	108.40
Department 526 - COMMUNITY DEVELOPMENT Total:					2,687.94
Department: 533 - INTERDEPARTMENTAL					
BRIAN H LAWRENCE	114834	01/27/2019	POLITICAL PARTIES INTEREST	10-533-5420	512.50
KCPL	114837	01/31/2019	VARIOUS ACCOUNTS PAID	10-533-6710	443.87
WINDSTREAM CORPORATION	114872	02/08/2019	1/9-2/8/19 SERVICES ACCT #5	10-533-6730	686.38
KCPL	114863	02/10/2019	1/9/19-2/10/19 SERVICES VA	10-533-6710	91.97
KCPL	114864	02/11/2019	1/10-2/11/19 SERVICES VARI	10-533-6710	759.96
NORTH KANSAS CITY HOSPITA	114922	02/11/2019	WELLNESS SERVICES AGREEM	10-533-6328	1,368.00
SAM'S CLUB	114934	02/12/2019	lunches for wellness portal L&	10-533-6328	251.66

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SAM'S CLUB	114934	02/12/2019	lunches for wellness portal L&	10-533-6328	15.76
JIM'S DISPOSAL SERVICE LLC	114900	02/12/2019	Solid waste service for reside	10-533-6750	20,163.99
SAM'S CLUB	114934	02/12/2019	lunches for wellness portal L&	10-533-6328	26.92
Department 533 - INTERDEPARTMENTAL Total:					24,321.01
Department: 535 - GAMING					
TYLER TECHNOLOGIES INC	114945	02/01/2019	INCODE UPGRADE	25-535-8760	62.50
TYLER TECHNOLOGIES INC	114945	02/04/2019	Mobile e-ticket printer	25-535-8760	588.00
TYLER TECHNOLOGIES INC	114945	02/04/2019	E-ticket device single charging	25-535-8760	297.00
TYLER TECHNOLOGIES INC	114945	02/05/2019	2 CASES OF ETICKET PRINTER	25-535-8760	214.00
TURN-KEY MOBILE, INC.	114943	02/08/2019	CF-SVCPSYS	25-535-8760	5,920.00
TURN-KEY MOBILE, INC.	114943	02/08/2019	CF-33LE-02VM I5 PROCESSOR	25-535-8760	25,600.00
TURN-KEY MOBILE, INC.	114943	02/08/2019	CF-33LE-12VM I7 PROCESSOR	25-535-8760	8,200.00
TURN-KEY MOBILE, INC.	114943	02/08/2019	H-33-TVDO-L-LND	25-535-8760	7,780.00
OLSSON ASSOCIATES	114926	02/08/2019	Work Order 6	25-535-8700	56.36
TYLER TECHNOLOGIES INC	114945	02/12/2019	INCODE UPGRADE	25-535-8760	750.00
BRYAN CAVE LEIGHTON PAISN	114876	02/12/2019	I-35 & ARMOUR - BROWNFIEL	25-535-8700	134.75
BRYAN CAVE LEIGHTON PAISN	114876	02/12/2019	ARRA--COMPONENT DEVELO	25-535-8700	1,116.50
BRYAN CAVE LEIGHTON PAISN	114876	02/12/2019	ARRA-COMPONENT DEVELOP	25-535-8700	1,039.50
BRYAN CAVE LEIGHTON PAISN	114876	02/12/2019	I35 & ARMOUR INDUSTRIAL D	25-535-8700	1,251.25
BRYAN CAVE LEIGHTON PAISN	114876	02/12/2019	ARRA--MASTER DEVELOPMEN	25-535-8700	1,482.25
BRYAN CAVE LEIGHTON PAISN	114876	02/12/2019	KCP&L COMPANY ISSUES AND	25-535-8700	77.00
BRYAN CAVE LEIGHTON PAISN	114876	02/12/2019	ARRA-COMPONENT DEVELOP	25-535-8700	14,649.25
BRYAN CAVE LEIGHTON PAISN	114876	02/12/2019	I35 & ARMOUR INDUSTRIAL D	25-535-8700	2,543.75
BRYAN CAVE LEIGHTON PAISN	114876	02/12/2019	I-35 & ARMOUR--KC BEATON	25-535-8700	288.75
BRYAN CAVE LEIGHTON PAISN	114876	02/12/2019	I-35 & ARMOUR-TIF ISSUES A	25-535-8700	134.75
BRYAN CAVE LEIGHTON PAISN	114876	02/12/2019	ARRA-COMPONENT DEVELOP	25-535-8700	77.00
GOULD EVANS ASSOCIATES LL	114892	02/13/2019	ZONING ORDINANCE UPDATE	25-535-6090	7,055.00
MCCLURE ENEGINEERING CO	114907	02/13/2019	Engineering for Walker Road I	25-535-8700	1,042.50
Department 535 - GAMING Total:					80,360.11
Department: 536 - NORTHGATE					
BRYAN CAVE LEIGHTON PAISN	114876	02/12/2019	NORTHGATE LOT 2 2ND PLAT	44-536-6030	1,309.00
BRYAN CAVE LEIGHTON PAISN	114876	02/12/2019	Northgate Redevelopment --	44-536-8700	1,309.00
Department 536 - NORTHGATE Total:					2,618.00
Department: 540 - PARKS & RECREATION					
SHANNON GAMMON	114936	01/03/2019	GRAPHIC DESIGN, WEBSITE, S	20-540-7006	560.00
VOYAGER FLEET SYSTEMS, INC	114846	01/24/2019	SERVICES THRU 1/24/19 ACCT	20-540-7075	78.17
SHANNON GAMMON	114842	01/30/2019	1/14-1/27/19 SOCIAL MEDIA,	20-540-7006	820.00
NORTHLAND FESTIVALS	114841	02/01/2019	REIMB FROM SNAKE SATURD	20-540-7090	100.00
AT&T	114851	02/03/2019	2/3-3/2/19 SERVICES ACCT #8	20-540-6730	69.35
ICE MASTERS INC	114894	02/04/2019	Monthly Rental on Ice Machin	20-540-7110	130.00
SHRED-IT US JV LLC	114937	02/04/2019	Monthly Shred-It Fee	20-540-7110	3.68
OFFICE DEPOT INC	114925	02/04/2019	Photo Paper	20-540-7001	25.06
OFFICE DEPOT INC	114925	02/04/2019	Sign Holder	20-540-7006	6.10
OFFICE DEPOT INC	114925	02/04/2019	Tape for Label Maker	20-540-7006	15.55
KCPL	114865	02/08/2019	1/8/19-2/7/19 SERVICES ACCT	20-540-6710	402.98
WINDSTREAM CORPORATION	114872	02/08/2019	1/9-2/8/19 SERVICES ACCT #5	20-540-6730	26.15
KCPL	114863	02/10/2019	1/9/19-2/10/19 SERVICES VA	20-540-6710	68.30
SHANNON GAMMON	114869	02/10/2019	SOCIAL MEDIA, GRAPHIC DESI	20-540-7006	1,240.00
KCPL	114864	02/11/2019	1/10-2/11/19 SERVICES VARI	20-540-6710	18.18
ICMA - RC RETIREMENT COM	DFT0000670	02/12/2019	DEFERRED COMP	20-540-5210	135.86
VOYA 457	DFT0000671	02/12/2019	VOYA 457	20-540-5210	25.00
LIFE INSURANCE CO OF NORT	114866	02/14/2019	PARKS AND REC - CLASS1	20-540-5300	78.33
LIFE INSURANCE CO OF NORT	114866	02/14/2019	PARKS AND REC - CLASS 2	20-540-5300	57.66
Department 540 - PARKS & RECREATION Total:					3,860.37
Department: 543 - COMMUNITY CENTER					
YMCA OF GREATER KANSAS CI	114952	02/14/2019	OPERATING SUBSIDY	63-543-6094	-63,990.00
YMCA OF GREATER KANSAS CI	114952	02/14/2019	INCENTIVISED ADMIN FEE 17	63-543-6096	286,073.00
YMCA OF GREATER KANSAS CI	114952	02/14/2019	FOURTH QUARTER MANAGE	63-543-6096	36,176.00

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YMCA OF GREATER KANSAS CI	114952	02/14/2019	DEFICIT REDUCTION BONUS	63-543-6098	100,000.00
Department 543 - COMMUNITY CENTER Total:					358,259.00
Department: 550 - LIBRARY					
VERIZON WIRELESS SVCS LLC	114845	01/22/2019	12/23/18-01/22/19 SERVICES	21-550-6730	111.97
SJPJ LLC	114938	02/05/2019	BUILDING MAINTENANCE	21-550-7110	160.00
INGRAM LIBRARY SERVICES	114896	02/05/2019	BOOKS	21-550-7370	215.13
INGRAM LIBRARY SERVICES	114896	02/05/2019	BOOKS	21-550-7370	1,175.11
DE LAGE LANDEN FINANCIAL	114886	02/05/2019	MAINT AGREEMENT	21-550-6110	97.00
CENGAGE LEARNING INC	114878	02/05/2019	BOOKS	21-550-7370	39.65
RECORDED BOOKS LLC	114930	02/05/2019	AUDIOVISUAL	21-550-7340	32.39
RECORDED BOOKS LLC	114930	02/05/2019	AUDIOVISUAL	21-550-7340	56.90
NORTH KC SECURITY PATROL	114923	02/05/2019	MAINT AGREEMENT	21-550-6110	30.00
MIDWEST TAPE LLC	114910	02/05/2019	AUDIOVISUAL	21-550-7340	17.24
MIDWEST TAPE LLC	114910	02/05/2019	AUDIOVISUAL	21-550-7340	22.49
MIDWEST TAPE LLC	114910	02/05/2019	AUDIOVISUAL	21-550-7340	22.49
MIDWEST TAPE LLC	114910	02/05/2019	AUDIOVISUAL	21-550-7340	56.97
LENORA REMMERT	114905	02/05/2019	ADULT PROGRAM	21-550-7325	116.25
NKC SCHOOL DISTRICT NO 74,	114920	02/05/2019	ADVERTISING	21-550-6347	75.00
OCLC ONLINE COMPUTER LIB	114924	02/12/2019	CATALOGINF	21-550-7360	40.63
MID-AMERICA CONTRACTORS	114909	02/12/2019	MINOR FURNITURE	21-550-7220	554.00
CENTER POINT INC	114879	02/12/2019	BOOKS	21-550-7370	406.86
UNIVERSITY OF HOUSTON-VIC	114947	02/12/2019	BOOK	21-550-7370	25.00
INGRAM LIBRARY SERVICES	114896	02/12/2019	BOOKS	21-550-7370	243.23
INGRAM LIBRARY SERVICES	114896	02/12/2019	BOOKS	21-550-7370	636.53
INGRAM LIBRARY SERVICES	114896	02/12/2019	BOOKS	21-550-7370	343.23
INGRAM LIBRARY SERVICES	114896	02/12/2019	BOOKS	21-550-7370	209.64
UNIQUE MANAGEMENT SERV	114946	02/12/2019	SERVICES	21-550-6355	313.25
CENGAGE LEARNING INC	114878	02/12/2019	BOOKS	21-550-7370	146.19
CENGAGE LEARNING INC	114878	02/12/2019	BOOKS	21-550-7370	34.98
CENGAGE LEARNING INC	114878	02/12/2019	BOOKS	21-550-7370	70.67
CENGAGE LEARNING INC	114878	02/12/2019	BOOKS	21-550-7370	44.08
CENGAGE LEARNING INC	114878	02/12/2019	BOOKS	21-550-7370	65.07
CENGAGE LEARNING INC	114878	02/12/2019	BOOKS	21-550-7370	65.77
RECORDED BOOKS LLC	114930	02/12/2019	AUDIOVISUAL	21-550-7340	53.64
MIDWEST TAPE LLC	114910	02/12/2019	AUDIOVISUAL	21-550-7340	23.24
MIDWEST TAPE LLC	114910	02/12/2019	AUDIOVISUAL	21-550-7340	22.49
MIDWEST TAPE LLC	114910	02/12/2019	AUDIOVISUAL	21-550-7340	14.24
MIDWEST TAPE LLC	114910	02/12/2019	AUDIOVISUAL	21-550-7340	39.73
MIDWEST TAPE LLC	114910	02/12/2019	AUDIOVISUAL	21-550-7340	14.99
BRADLEY A VOTAVA	114874	02/12/2019	ADULT PROGRAM	21-550-7325	150.00
BRIAN C PFISTER	114875	02/12/2019	SERVICES	21-550-6355	96.00
CAAN T LEE	114877	02/12/2019	SERVICES	21-550-6355	96.00
KIM BITNER DROTTZ	114904	02/12/2019	ADULT PROGRAM	21-550-7325	200.00
SALEM PUBLIC LIBRARY	114933	02/12/2019	BOOK	21-550-7370	16.00
ICMA - RC RETIREMENT COM	DFT0000670	02/12/2019	DEFERRED COMP	21-550-5210	82.97
VOYA 457	DFT0000671	02/12/2019	VOYA 457	21-550-5210	42.84
LIFE INSURANCE CO OF NORT	114866	02/14/2019	LIBRARY - CLASS 2	21-550-5300	131.21
Department 550 - LIBRARY Total:					6,411.07
Department: 560 - WATER					
VOYAGER FLEET SYSTEMS, INC	114846	01/24/2019	SERVICES THRU 1/24/19 ACCT	60-560-7075	484.03
US POSTAL SERVICE	114843	01/31/2019	BULK MAIL PERMIT #518	60-560-7009	2,000.00
ALLIANCE RESTORATION LLC	114873	02/05/2019	TUCK POINTING WATER SHOP	60-560-8730	1,425.60
ALLIANCE RESTORATION LLC	114873	02/05/2019	TUCK POINTING WATER SHOP	60-560-8730	2,894.40
KC WATER SERVICE DEPT	114862	02/06/2019	12/27/18-1/27/19 SERVICES A	60-560-6740	339.97
KC WATER SERVICE DEPT	114862	02/06/2019	12/27/18-1/27/19 SERVICES A	60-560-6740	456.73
HAWKINS INC	114893	02/06/2019	CL2 for water plant	60-560-7005	1,152.00
WINDSTREAM CORPORATION	114872	02/08/2019	1/9-2/8/19 SERVICES ACCT #5	60-560-6730	52.30
KCPL	114864	02/11/2019	1/10-2/11/19 SERVICES VARI	60-560-6710	787.72
ICMA - RC RETIREMENT COM	DFT0000670	02/12/2019	DEFERRED COMP	60-560-5210	426.66
VOYA 457	DFT0000671	02/12/2019	VOYA 457	60-560-5210	43.54

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O'REILLY AUTOMOTIVE, INC	114927	02/13/2019	Grease	60-560-7140	44.90
KANSAS CITY WINWATER WO	114901	02/13/2019	Water Distribution repair part	60-560-7150	198.01
KANSAS CITY WINWATER WO	114901	02/13/2019	Fire Hydrant Repair Parts - Dis	60-560-7150	325.00
QUALITY PLUMBING INC	114929	02/13/2019	Plant Maintenance	60-560-7110	195.00
MISSOURI ONE CALL SYSTEM I	114913	02/13/2019	Other Professional Services	60-560-6090	157.20
RL YATES ELECTRIC CO INC	114932	02/13/2019	Minor Equipment	60-560-7110	215.72
MISSOURI ONE CALL SYSTEM I	114913	02/13/2019	Utility Locate Fees	60-560-6090	131.30
NEPTUNE TECHNOLOGY GRO	114919	02/13/2019	Water Meter for US Gypsum	60-560-8750	227.50
NEPTUNE TECHNOLOGY GRO	114919	02/13/2019	Water Meter for US Gypsum	60-560-8750	2,222.85
KCMO WATER SERVICES DEPT	114902	02/13/2019	Laboratory services for Dec B	60-560-6430	140.00
LIFE INSURANCE CO OF NORT	114866	02/14/2019	WATER - CLASS 1	60-560-5300	218.09
LIFE INSURANCE CO OF NORT	114866	02/14/2019	WATER - CLASS 2	60-560-5300	40.15
BLUE CROSS BLUE SHIELD OF	114852	02/14/2019	PCA INVOICE	60-560-5310	75.91
Department 560 - WATER Total:					14,254.58

Department: 564 - COMMUNICATIONS

CUNNINGHAM VOGEL & ROS	114883	02/12/2019	RIGHT OF WAY AND TELECOM	64-564-6090	171.60
CUNNINGHAM VOGEL & ROS	114883	02/12/2019	RIGHT OF WAY AND TELECOM	64-564-6090	629.67
Department 564 - COMMUNICATIONS Total:					801.27

Department: 570 - WATER POLLUTION CONTROL

VOYAGER FLEET SYSTEMS, INC	114846	01/24/2019	SERVICES THRU 1/24/19 ACCT	61-570-7075	73.17
US POSTAL SERVICE	114843	01/31/2019	BULK MAIL PERMIT #518	61-570-7009	2,000.00
WALLACE ENGINEERING	114950	01/31/2019	hoist beam reviews at the pu	61-570-8750	845.00
WALLACE ENGINEERING	114950	01/31/2019	hoist beam reviews at the pu	61-570-8750	845.00
WALLACE ENGINEERING	114950	01/31/2019	hoist beam reviews at the pu	61-570-8750	845.00
WALLACE ENGINEERING	114950	01/31/2019	hoist beam reviews at the pu	61-570-8750	845.00
WALLACE ENGINEERING	114950	01/31/2019	hoist beam reviews at the pu	61-570-8750	1,295.00
AT&T	114850	02/03/2019	2/3-3/2/19 SERVICES ACCT #8	61-570-6730	167.51
JCI INDUSTRIES INC	114899	02/06/2019	Emergency Repairs	61-570-8770	25,000.00
JCI INDUSTRIES INC	114899	02/06/2019	Sewage Lift Station Repair	61-570-8770	6,196.00
WINDSTREAM CORPORATION	114872	02/08/2019	1/9-2/8/19 SERVICES ACCT #5	61-570-6730	19.61
KCPL	114864	02/11/2019	1/10-2/11/19 SERVICES VARI	61-570-6710	7,740.92
RL YATES ELECTRIC CO INC	114932	02/12/2019	Emergency Pump Repairs	61-570-8770	11,814.00
ICMA - RC RETIREMENT COM	DFT0000670	02/12/2019	DEFERRED COMP	61-570-5210	158.59
MO DEPT OF NATURAL RESOU	114916	02/13/2019	MO clean water law - nkc sew	61-570-6340	5,000.00
RL YATES ELECTRIC CO INC	114932	02/13/2019	Bedford Pump #1 Repairs	61-570-7155	84.50
RL YATES ELECTRIC CO INC	114932	02/13/2019	Storm Pump Maintenance	61-570-7152	221.15
LIFE INSURANCE CO OF NORT	114866	02/14/2019	WPC - CLASS 1	61-570-5300	126.35
Department 570 - WATER POLLUTION CONTROL Total:					63,276.80

Department: 580 - TRANSPORTATION

VOYAGER FLEET SYSTEMS, INC	114846	01/24/2019	SERVICES THRU 1/24/19 ACCT	22-580-7075	1,047.66
KCPL	114837	01/31/2019	VARIOUS ACCOUNTS PAID	22-580-6711	28,390.34
KCPL	114865	02/01/2019	12/31/18-1/31/19 SERVICES A	22-580-6712	5,389.92
KCPL	114865	02/05/2019	1/3/19-2/4/19 SERVICES ACCT	22-580-6710	36.64
KCPL	114865	02/06/2019	1/6/19-2/5/19 SERVICES ACCT	22-580-6710	36.89
WINDSTREAM CORPORATION	114872	02/08/2019	1/9-2/8/19 SERVICES ACCT #5	22-580-6730	26.15
KCPL	114864	02/11/2019	1/10-2/11/19 SERVICES VARI	22-580-6710	96.19
SCOTT SWARTZ	114935	02/12/2019	88 trees planted at \$265 each	22-580-8770	23,320.00
MCCONNELL & ASSOCIATES C	114908	02/12/2019	road patch materials	22-580-7183	1,259.64
CUSTOM TREE CARE INC	114885	02/12/2019	Tree trimming and removals	22-580-7181	2,145.00
CUSTOM LIGHTING SERVICES	114884	02/12/2019	streetlight repair at armour &	22-580-7184	369.17
VICTOR L PHILLIPS HOLDING C	114948	02/12/2019	EQUIPMENT REPAIR ON CAB	22-580-7120	482.58
ICMA - RC RETIREMENT COM	DFT0000670	02/12/2019	DEFERRED COMP	22-580-5210	280.30
VOYA 457	DFT0000671	02/12/2019	VOYA 457	22-580-5210	58.27
LIFE INSURANCE CO OF NORT	114866	02/14/2019	STREETS - CLASS 2	22-580-5300	35.61
LIFE INSURANCE CO OF NORT	114866	02/14/2019	STREETS - CLASS 1	22-580-5300	126.00
Department 580 - TRANSPORTATION Total:					63,100.36

Grand Total: 723,637.06

Report Summary

Fund Summary

Fund	Payment Amount
10 - GENERAL FUND	120,233.01
20 - PARKS & RECREATION	5,510.55
21 - LIBRARY	6,536.88
22 - TRANSPORTATION	63,879.57
25 - GAMING	80,360.11
44 - NORTHGATE PROJECT	2,618.00
60 - WATER FUND	21,763.11
61 - WATER POLLUTION CONTROL	63,675.56
63 - COMMUNITY CENTER	358,259.00
64 - COMMUNICATIONS	801.27
Grand Total:	723,637.06

Account Summary

Account Number	Account Name	Payment Amount
10-2101	MUNICIPAL COURT BON	4,245.00
10-2249	AFLAC - PRETAX	5,159.10
10-2250	NATIONWIDE EE CONTRI	3,410.23
10-2251	FIRE & POLICE PENSION	6,827.85
10-2252	ICMA EE CONTRIBUTION	8,298.66
10-2253	ING EE CONTRIBUTION	2,273.22
10-2254	AFLAC - AFTER TAX	2,428.38
10-2258	ING EE ROTH CONTRIBU	918.00
10-2259	ICMA EE ROTH CONTRIB	707.73
10-2266	DEPENDENT CARE	499.98
10-2267	MEDICAL REIMBURSEM	882.36
10-2410	CRIME VICTIMS COMP P	1,415.74
10-2412	SHERRIFF'S & INMATE'S	576.74
10-2415	SAFEHAVEN COURT FEES	771.26
10-2418	POST OFFICER TRAINING	195.33
10-2430	CLEARING	1,476.57
10-4620	AMBULANCE SERVICE BI	86.32
10-505-5210	CITY PAID DEFERRED CO	814.53
10-505-5300	LONG TERM DIABILITY I	384.15
10-505-5310	HEALTH, DENTAL & LIFE I	62.52
10-505-5426	TRAINING/TRAVEL APPO	56.18
10-505-5427	TRAINING & TRAVEL - EL	44.00
10-505-5490	PERSONNEL/BOARDS A	172.60
10-505-6030	OTHER LEGAL COSTS	1,458.02
10-505-7001	OFFICE SUPPLIES	298.52
10-506-5300	LONG TERM DIABILITY I	41.91
10-506-5310	HEALTH, DENTAL & LIFE I	2,000.00
10-510-5210	CITY PAID DEFERRED CO	2,996.57
10-510-5220	PENSION EXPENSE	8,735.95
10-510-5300	LONG TERM DISABILITY I	1,281.45
10-510-5310	HEALTH, DENTAL & LIFE I	531.28
10-510-5426	TRAINING/TRAVEL APPO	742.00
10-510-5480	PHYSICIAN FEES	1,000.00
10-510-7001	OFFICE SUPPLIES	67.90
10-510-7014	QUARTERS MAINTENAN	193.75
10-510-7050	UNIFORMS	2,023.72
10-510-7075	GASOLINE	1,984.95
10-510-7090	OTHER SUPPLIES	92.00
10-510-7120	EQUIPMENT MAINTENA	4,379.00
10-510-8760	INFORMATION TECHNOL	3,195.00
10-515-5210	CITY PAID DEFERRED CO	2,766.12
10-515-5220	PENSION EXPENSE	6,461.56
10-515-5300	LONG TERM DISABILITY I	1,502.18

Account Summary

Account Number	Account Name	Payment Amount
10-515-5310	HEALTH, DENTAL & LIFE I	1,388.56
10-515-5440	PHYSICALS & DRUG TEST	831.00
10-515-6395	OTHER SERVICES	63.00
10-515-7018	INVESTIGATIVE OPERATI	139.22
10-515-7020	DETENTION SUPPLIES	160.00
10-515-7075	GASOLINE	3,705.06
10-521-5210	CITY PAID DEFERRED CO	205.60
10-521-5300	LONG TERM DISABILITY I	102.07
10-521-6057	RECYCLING SERVICES	193.53
10-521-7075	GASOLINE	573.58
10-521-7110	BUILDING MAINTENANC	811.15
10-525-5210	CITY PAID DEFERRED CO	252.37
10-525-5300	LONG TERM DISABILITY I	107.68
10-525-6110	MAINTENANCE AGREEM	1,188.00
10-525-7001	OFFICE SUPPLIES	44.91
10-526-5210	CITY PAID DEFERRED CO	368.98
10-526-5300	LONG TERM DISABILITY I	157.23
10-526-5310	HEALTH, DENTAL & LIFE I	429.13
10-526-6045	PLANNING/ZONING	40.00
10-526-6050	PUBLIC RELATIONS	360.14
10-526-6115	SOFTWARE MAINTENAN	131.25
10-526-6347	ADVERTISING	896.94
10-526-7001	OFFICE SUPPLIES	281.78
10-526-7075	GASOLINE	22.49
10-533-5420	TUITION REIMBURSEME	512.50
10-533-6328	EMPLOYEE WELLNESS P	1,662.34
10-533-6710	ELECTRICITY	1,295.80
10-533-6730	TELEPHONE	686.38
10-533-6750	TRASH COLLECTION	20,163.99
20-2249	AFLAC - PRETAX	570.54
20-2252	ICMA EE CONTRIBUTION	261.02
20-2253	ING EE CONTRIBUTION	25.00
20-2254	AFLAC - AFTER TAX	317.62
20-2267	MEDICAL REIMBURSEM	95.00
20-4660	SPACE RENTALS	300.00
20-4664	SENIOR CITIZEN TRIPS	81.00
20-540-5210	CITY PAID DEFERRED CO	160.86
20-540-5300	LONG TERM DISABILITY I	135.99
20-540-6710	ELECTRICITY	489.46
20-540-6730	TELEPHONE	95.50
20-540-7001	OFFICE SUPPLIES	25.06
20-540-7006	BUSINESS FORMS	2,641.65
20-540-7075	GASOLINE	78.17
20-540-7090	OTHER SUPPLIES	100.00
20-540-7110	BUILDING MAINTENANC	133.68
21-2252	ICMA EE CONTRIBUTION	82.97
21-2253	ING EE CONTRIBUTION	42.84
21-550-5210	CITY PAID DEFERRED CO	125.81
21-550-5300	LONG TERM DISABILITY I	131.21
21-550-6110	MAINTENANCE AGREEM	127.00
21-550-6347	ADVERTISING - NOT EM	75.00
21-550-6355	OTHER SERVICES	505.25
21-550-6730	TELEPHONE	111.97
21-550-7110	BUILDING MAINTENANC	160.00
21-550-7220	MINOR FURNITURE	554.00
21-550-7325	ADULT PROGRAMMING	466.25
21-550-7340	AUDIOVISUAL	376.81
21-550-7360	CATALOGING & PROCESS	40.63

Account Summary

Account Number	Account Name	Payment Amount
21-550-7370	BOOKS	3,737.14
22-2249	AFLAC - PRETAX	143.88
22-2252	ICMA EE CONTRIBUTION	285.60
22-2253	ING EE CONTRIBUTION	99.84
22-2254	AFLAC - AFTER TAX	172.08
22-2259	ICMA EE ROTH CONTRIB	39.35
22-2267	MEDICAL REIMBURSEM	38.46
22-580-5210	CITY PAID DEFERRED CO	338.57
22-580-5300	LONG TERM DISABILITY I	161.61
22-580-6710	ELECTRICITY	169.72
22-580-6711	STREET LIGHTS	28,390.34
22-580-6712	LEASED TRAFFIC SIGNAL	5,389.92
22-580-6730	TELEPHONE	26.15
22-580-7075	GASOLINE	1,047.66
22-580-7120	EQUIPMENT MAINTENA	482.58
22-580-7181	TREE MAINTENANCE	2,145.00
22-580-7183	STREET REPAIR MATERIA	1,259.64
22-580-7184	TRAFFIC SIGNAL/STREET	369.17
22-580-8770	INFRASTRUCTURE	23,320.00
25-535-6090	OTHER PROFESSIONAL S	7,055.00
25-535-8700	LAND ACQUISITION	23,893.61
25-535-8760	INFORMATION TECHNOL	49,411.50
44-536-6030	OTHER LEGAL FEES	1,309.00
44-536-8700	LAND ACQUISITION	1,309.00
60-2050	SALES TAX PAYABLE	6,475.08
60-2249	AFLAC - PRETAX	231.12
60-2252	ICMA EE MATCH	572.60
60-2253	ING EE MATCH	79.73
60-2267	MEDICAL REIMBURSEM	150.00
60-560-5210	CITY PAID DEFERRED CO	470.20
60-560-5300	LONG TERM DISABILITY I	258.24
60-560-5310	HEALTH, DENTAL & LIFE I	75.91
60-560-6090	OTHER PROFESSIONAL S	288.50
60-560-6430	LABORATORY FEES	140.00
60-560-6710	ELECTRICITY	787.72
60-560-6730	TELEPHONE	52.30
60-560-6740	NKC UTILITY FEES	796.70
60-560-7005	CHEMICALS	1,152.00
60-560-7009	POSTAGE & METER EXPE	2,000.00
60-560-7075	GASOLINE	484.03
60-560-7110	PLANT MAINTENANCE	410.72
60-560-7140	VEHICLE MAINTENANCE	44.90
60-560-7150	DISTRIBUTION MAINTEN	523.01
60-560-8730	BUILDING IMPROVEME	4,320.00
60-560-8750	EQUIPMENT	2,450.35
61-2249	AFLAC - PRETAX	199.00
61-2252	ICMA EE CONTRIBUTION	188.84
61-2254	AFLAC - AFTER TAX	10.92
61-570-5210	CITY PAID DEFERRED CO	158.59
61-570-5300	LONG TERM DISABILITY I	126.35
61-570-6340	ADMINISTRATIVE FEES	5,000.00
61-570-6710	ELECTRICITY	7,740.92
61-570-6730	TELEPHONE	187.12
61-570-7009	POSTAGE & METER EXPE	2,000.00
61-570-7075	GASOLINE	73.17
61-570-7152	STORM SEWER MAINTEN	221.15
61-570-7155	LIFT STATION MAINTENA	84.50
61-570-8750	EQUIPMENT	4,675.00

Account Summary

Account Number	Account Name	Payment Amount
61-570-8770	INFRASTRUCTURE	43,010.00
63-543-6094	YMCA OPERATING SUBSI	-63,990.00
63-543-6096	YMCA ADMNISTRATIVE	322,249.00
63-543-6098	YMCA DEFICIT REDUCTI	100,000.00
64-564-6090	OTHER PROFESSIONAL S	801.27
	Grand Total:	723,637.06

Project Account Summary

Project Account Key	Payment Amount
None	568,052.60
1474	812.50
1971	23,320.00
2021	2,450.35
2612	11,814.00
5701	47,500.00
5941	31,196.00
6551	214.00
7651	23,893.61
8114	3,195.00
9381	885.00
9521	4,320.00
9581	4,675.00
992	1,309.00
	Grand Total:
	723,637.06

Upcoming City Items of Note

Dates Below Are Subject to Change
Items in red are Parks & Recreation Events

March 16, 2019	Snake Saturday
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
May 4, 2019	City Shredding Event
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

MEMORANDUM



TO: Mayor and City Council

FROM: Eric Berlin, City Administrator

DATE: February 19, 2019

RE: YMCA CY 2018 Financial Report

Attached is the YMCA report that indicates the financial performance of the YMCA for **Calendar Year 2018**. Highlights of the report include (all comparisons are from 2017 Actual):

Income:

- Total income for the year was \$2,746,773, an amount \$172,682 more than the year before. Membership dues were up by 7% from the previous year.

Expense:

- Total expense for the year was \$2,790,721, virtually the same as the year before.

Deficit:

- For the year, the facility experienced an operating deficit of \$43,948. Per the Facility Operating and Cooperative Agreement between the City and the YMCA of Greater Kansas City, this entitles the YMCA to a deficit reduction bonus of \$100,000. (The YMCA is eligible for one final bonus, in the amount of \$75,000, if/when the facility breaks even for the year.)

Additional YMCA Costs

In addition to the operating deficit of \$43,948, the City incurred the following costs related to the YMCA in 2017:

- Per the Facility Operating and Cooperative Agreement between the City and the YMCA, for having a deficit of less than \$200,000 the Y is entitled to a management fee of 17% of Facility Revenue. The amount due the Y for 2017 is therefore computed as follows:

○ 17% x \$2,746,773 =	\$466,951
○ Less Base Management Fee:	<u>(\$144,703)</u>
○ Net Additional Mgt. Fee	\$322,248

- The City made capital expenditures at the facility of \$11,488.
- Putting these together, for the year, the YMCA cost the City the following in Calendar Year 2018:

Deficit:	\$ 43,948
Net Additional Management Fee:	\$322,248
Capital Expenditures:	\$ 11,488
Deficit Reduction Bonus:	<u>\$100,000</u>
	\$477,684

North Kansas City YMCA 2018 Financial Performance

	2017	2018		%
	<u>Actual</u>	<u>Actual</u>	<u>Difference</u>	<u>Difference</u>
<u>Income</u>				
Contributions	49,266	64,217	14,951	23%
Government Fees & Grants		11,457	11,457	100%
Membership Dues	2,172,616	2,336,925	164,309	7%
Program Service Fees	249,941	245,263	(4,678)	-2%
Facilities Rental	102,268	88,911	(13,357)	-15%
Total Income	2,574,091	2,746,773	172,682	6%
<u>Expenses</u>				
Salaries and Wages	1,366,682	1,250,143	(116,539)	-9%
Employee Benefits	111,894	129,075	17,181	13%
Payroll Taxes	163,338	156,115	(7,223)	-5%
Contracted Services	46,042	55,022	8,980	16%
Supplies	121,211	162,485	41,274	25%
Telecommunications	13,821	22,081	8,260	37%
Postage and Shipping	3,601	2,480	(1,121)	-45%
Occupancy	703,656	727,882	24,226	3%
Equipment Cost	28,159	37,085	8,926	24%
Promotions and Publications	36,224	30,426	(5,798)	-19%
Travel and Transportation	5,381	9,058	3,677	41%
Conferences and Meetings	9,853	12,799	2,946	23%
Membership Dues	27,119	21,514	(5,605)	-26%
Miscellaneous	239	29	(210)	-724%
Management Fee	137,820	144,703	6,883	5%
Capital	20,571	29,824	9,253	31%
Total Expenses	2,795,611	2,790,721	(4,890)	0%
Deficit	(221,520)	(43,948)	177,572	

MEMORANDUM



TO: Mayor and City Council
FROM: Eric Berlin, City Administrator
DATE: February 19, 2019
RE: North Kansas City YMCA 2019 Budget

For 2019, the YMCA has submitted a budget with an **operating deficit of \$158,764**, based on income of \$2,769,230 and expenditures of \$2,927,994. Attached is the budget, with a comparison to the 2018 Actual figures.

Some notes on the budget (all comparisons are of the 2018 Actual amount to the 2019 Budgeted amount):

- Revenues:
 - Overall, revenues are projected to increase by 1%.
 - The YMCA is projecting a 1% increase in membership revenue.
 - Program Service Fees are projected to increase by 14% in 2019.
- Expenses:
 - Overall, expenses are projected to increase by 5%.
 - The Salaries and Wages line item is projected to increase by 6%, and the Employee Benefits line item is projected to increase by 10%.
 - The Supplies line item is projected to decrease by 15%.
 - Occupancy Expenses are projected to increase by 12%.
 - Management fee expenses will increase by 5% in 2018. (The scheduled of annual management fee increases is set in the City's operating agreement with the YMCA.)

North Kansas City YMCA 2019 Budget

	2018	2019		%
	<u>Actual</u>	<u>Budget</u>	<u>Difference</u>	<u>Difference</u>
<u>Income</u>				
Contributions	64,217	55,083	(9,134)	-14%
Government Fees & Grants	11,457	454	(11,003)	-96%
Membership Dues	2,336,925	2,351,230	14,305	1%
Program Service Fees	245,263	280,363	35,100	14%
Facilities Rental	88,911	82,100	(6,811)	-8%
Total Income	2,746,773	2,769,230	22,457	1%
<u>Expenses</u>				
Salaries and Wages	1,250,143	1,320,004	69,861	6%
Employee Benefits	129,075	142,141	13,066	10%
Payroll Taxes	156,115	160,381	4,266	3%
Contracted Services	55,022	52,575	(2,447)	-4%
Supplies	162,485	138,764	(23,721)	-15%
Telecommunications	22,081	21,359	(722)	-3%
Postage and Shipping	2,480	2,898	418	17%
Occupancy	727,882	814,191	86,309	12%
Equipment Cost	37,085	22,165	(14,920)	-40%
Promotions and Publications	30,426	32,172	1,746	6%
Travel and Transportation	9,058	6,700	(2,358)	-26%
Conferences and Meetings	12,799	10,022	(2,777)	-22%
Membership Dues	21,514	21,907	393	2%
Miscellaneous	29	180	151	521%
Management Fee	144,703	151,935	7,232	5%
Capital	29,824	30,000	176	1%
Total Expenses	2,790,721	2,927,394	136,673	5%
Deficit	(43,948)	(158,164)	(114,216)	