



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

**March 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 of March 5, 2019.** 
- 6. Approval of the minutes of the Regular Council Meeting of March 5, 2019.** 

## **Regular Items**

- 7. Short-term Conditional Use Permit – Extension of Closure of Howell Street** 

On November 6, 2018, the City Council approved a short-term conditional use permit requested by the North Kansas City School District to close Howell Street to vehicular traffic between 23rd and 25th Avenues. The short-term conditional use permit expires at the end of March. In its letter dated March 8, 2019, the School District requests permission to extend the closure through 2019. The map provided is the same as was approved by the City Council in November. Staff has no concerns about continuing the current traffic pattern.

**8. Amendment to City Code at Title 15, "Buildings and Construction," Chapter 15.08 and Chapter 15.30 {Bill No. 7384 (Ordinance No. 9181)}**



On March 5, 2018, the City Council approved Ordinance No. 9176 updating and amending the City Code by adopting amended versions of the 2018 International Code Council regulations and standards. As discussed in the staff memo, after passage staff identified certain amendments that should be made to the local amendments adopted on March 5<sup>th</sup> in order to be consistent with the other local amendment changes made by the City Council at that meeting. Staff recommends approval of the ordinance.

**9. Zoning Ordinance Text Amendments Regarding Medical Marijuana {Bill No 7386 (Ordinance No. 9183)}**



On November 6, 2018, Missouri voters approved Constitutional Amendment 2, establishing a right to access medical marijuana and establishing steps for state permits related to the cultivation, manufacture, distribution, and use of marijuana for qualifying patients. While the Department of Health and Senior Services continues to work on drafting rules for implementation of Amendment 2, the City also needs to amend local ordinances regarding medical marijuana, particularly with regard to land use regulations. In its memo, staff discusses recommended zoning ordinance amendments, which were discussed in a City Council work session on February 5. The Planning Commission held the required public hearing on Thursday, March 14, 2019. No one spoke at the hearing. The Planning Commission voted unanimously to recommend approval of the amendments to the City Council. Staff recommends approval of the ordinance.

**10. Budget Amendment - Accounting and Billing Software (Resolution No. 19-015)**



As outlined in the staff memo, staff requests a budget amendment pertaining to an overage in a budgeted project for an accounting and billing software upgrade, as well as additional accounting/billing software upgrades that staff recommends. Staff recommends approval of the budget amendment.

**11. Side Letter with I.A.F.F. Local #42 – Paramedic-in training Pay Schedule (Resolution No. 19-014)**



Staff proposes adding a job title to the pay schedule in the Collective Bargaining Agreement between the City and IAFF Local #42. One of the major challenges facing the North Kansas City Fire Department is the recruitment of quality firefighter/paramedics. The demand for paramedics in the region has made it difficult for North Kansas City to attract applicants for the position. One remedy the City has used for this is to sponsor current regular employees for paramedic

school. In addition to going through school, aspiring paramedics are required to put in 300 hours of clinical time in hospitals and 360 hours in ambulance ride-alongs. It is proposed to create a separate pay line for members which would compensate them at a rate halfway in between what they receive currently and what they will receive when they become a licensed paramedic, as described in the staff memo. I.A.F.F. supports the proposal. Staff recommends approval.

**12. Budget Amendment for Regional Radio Support Services (Resolution No. 19-016)**



The Metropolitan Area Regional Radio System (MARRS) is the system that operates the public safety radios. The MARRS system's infrastructure includes radio towers throughout the region and a computer network which integrates the functions. The infrastructure is maintained by the City of Kansas City, Missouri (KCMO) and all users of the system pay an annual fee for each radio. In its memo, staff notes that KCMO failed to invoice North Kansas City for the infrastructure support in FY 2018, and is now requesting payment for that year. The amount budgeted in FY 2019 is sufficient to pay for the FY 2019 fee only; there are not funds appropriated to cover the 2018 invoice. Staff recommends approval of a budget amendment in the amount of \$23,549 to appropriate the funds needed to pay the 2018 annual support fee for the MARRS system.

**13. Electric Vehicle Charging Station Site License Agreement {Bill No. 7387 (Ordinance No. 9184)}**



Several months ago, at the suggestion of a resident, staff contacted KCP&L to discuss the possibility of having an electric vehicle charging station installed in Macken Park. Now before Council for approval is a site license agreement for an electric vehicle charging station in the southeast corner of Macken Park. The agreement provides, in essence, that KCP&L will install and maintain the charging station at its expense for a ten-year period. Users will pay an electricity charges incurred. Staff recommends approval of the site licensing agreement.





**14. Appointment of Municipal Judge {Bill No. 7385 (Ordinance No. 9182)}**



The position of Municipal Judge is appointed by the Mayor and approved by the Council. The Municipal Judge serves a term of two years. The City has a contract with the Municipal Judge establishing certain terms, including salary. Presented for Council consideration is an ordinance re-appointing Municipal Judge Steven Fuller. The terms of the agreement with Judge Fuller are the same as for the previous term.

**15. Approving Accounts Due and Payable by the City through March 15, 2019 {Bill No. 7838 (Ordinance No. 9185)}** 

**16. Staff Comments**

- Upcoming City Items of Note 
- YMCA Monthly Financial Report – January 2019 
- YMCA Monthly Financial Report – February 2019 
- 2019 City Infrastructure Report 

**17. Councilmember Comments**

**18. Mayor's Comments**

**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  
March 5, 2019**

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

The following were present:

Mayor: Don Stielow  
Councilmembers: Bryant DeLong  
Rita Pearce  
Valerie Pearman  
Bill Sanders  
Zachary Clevenger  
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  
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 the Water Treatment Plant project. He introduced Jeff Klein of Burns and McDonnell Engineers, who in turn introduced Jess Lang of the same firm. Mr. Klein and Ms. Lang presented an overview of the project, showed a video of what the finished work will look like, discussed upcoming milestones, and answered Council questions.

C. Stewart made a motion to adjourn at 6:40 p.m., 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. Sanders, yes – C. Clevenger, yes. Motion carried.

The meeting adjourned at 6:40 p.m.

Proposed Changes to  
the City's Liquor  
Code

Adjourn

Council Adjourned

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Mayor

Attest:

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City Clerk

Approved this 19<sup>th</sup> day of February 2019

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

The City Council met in regular session on Tuesday, March 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 - Absent  
Bill Sanders  
Zachary Clevenger  
Rick Stewart  
Fred Steffen  
Tom Farr

Staff Present: Eric Berlin, City Administrator  
Kim Nakhodo, 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.

There were no comments from the public.

Consent agenda included the following items:

Approval of the minutes of the Work Session Meeting of February 19, 2019

Opening

Comments from the Public

Consent Agenda

Reappointment of Karen Todd to Police & Fire Personnel Board

Reappointment of Linda Black to the Board of Zoning Adjustment

Short-Term Conditional Use Permit – Helzberg Diamonds Snake Saturday Charity Parking Event

Short-Term Conditional Use Permit – Grain to Glass Snake Saturday Event

Short-Term Conditional Use Permit – Chicken N Pickle Snake Saturday Event

Short-Term Conditional Use Permit – Restless Spirits Snake Saturday Event

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

Consideration of a Resolution Authorizing the City to Execute an Indemnity Agreement and Accompanying Letter Agreement with 114 Armour, LLC for the Use of a Certain Parking Lot for Snake Saturday Parade and Related Activities (Resolution No. 19-009). City Administrator Eric Berlin asked City Counselor Tom Barzee to present this item to Council. Mr. Barzee stated that before Council is a resolution approving an Indemnity Agreement and separate Letter Agreement for the use of a portion of a parking lot located generally along 18th Avenue, East of Fayette and west of Howell owned by 114 Armour, LLC. Passage of the resolution will approve the two agreements and authorize the Mayor to execute both agreements on behalf of the City. The agreements provide protection to 114 Armour, LLC, Northtown Manager, LLC, Northtown Devco and NT Realty, Inc., in the event someone is injured or property is damaged due to the City's use of the described parking lot during the Snake Saturday Parade and other events being held in the City during the 2019 Snake Saturday Parade and related events carried out by Northland Festivals. The City does not own or control sufficient parking space to carry out such events. The City has been using these parking lots for many events over a number of years. Counselor Barzee stated that the map initially attached to the resolution and distributed in the Council packet was incorrect and did not show the entire area that would be used for the

Resolution No. 19-009  
– Letter Agreement  
and Indemnity  
Agreement for Use of  
Parking Lot Owned by  
114 Armour, LLC for  
Snake Saturday Parade  
and Other Events



event. He distributed an updated map to the Council. Discussion ensued. C. Farr moved to approve Resolution No. 19-009 with the changed map, seconded by C. Stewart. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C Pearce, yes –C. Sanders, yes – C. Clevenger, yes – C. Stewart. Motion carried.

Consideration of a Resolution Authorizing the City to Execute an Indemnity Agreement and Accompanying Letter Agreement with 408 Armour, LLC for the Use of a Certain Parking Lot for Snake Saturday Parade and Related Activities (Resolution No. 19-010). City Administrator Berlin asked City Counselor Tom Barzee to present this item to Council. Mr. Barzee stated that before Council is a resolution approving an Indemnity Agreement and separate Letter Agreement for the use of a parking lot owned by 408 Armour, LLC. Passage of the resolution will approve the two agreements and authorize the Mayor to execute both agreements on behalf of the City. The agreements provide protection to 408 Armour, LLC, Northtown Manager, LLC, Northtown Devco and NT Realty, Inc., in the event someone is injured or property is damaged due to the City's use of the described parking lot during the Snake Saturday Parade and other events being held in the City during the 2019 Snake Saturday Parade and related events carried out by Northland Festivals. The City does not own or control sufficient parking space to carry out such events. The City has been using these parking lots for many events over a number of years. C. Farr moved to approve Resolution No. 19-010, seconded by C. Stewart. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C Pearce, yes –C. Sanders, yes – C. Clevenger, yes – C. Stewart. Motion carried.

Consideration of an Ordinance Repealing Ordinance No. 8753 and Certain Chapters of Title 15, "Buildings and Construction," of the Code of the City of North Kansas City, Missouri, to Adopt the 2018 Editions of the International Building Code, the International Residential Code, the International Plumbing Code, the International Mechanical Code, the International Fuel Gas Code, the International Existing Building Code, the International Swimming Pool and Spa Code, NFPA 70-2017 National Electrical Code (NEC), ICC/ANSI 117.1-2017 Accessible Usable Buildings and Facilities, International Energy Conservation Code and International Fire Code As Amended Herein {Bill No. 7379 (Ordinance No. 9176)}. City Administrator Berlin asked Building Official David Harris to present this item to Council. Mr. Harris stated The City utilizes the International Code Council (ICC) codes for

Resolution No. 19-010  
– Letter Agreement  
and Indemnity  
Agreement for Use of  
Parking Lot Owned by  
408 Armour, LLC for  
Snake Saturday Parade  
and Other Events

Ordinance No. 9176 –  
Adoption of 2018  
International  
Commercial Codes

building and construction in the City. The City currently uses the 2012 ICC Codes, which were adopted by the City Council in 2014. Staff recommends updating Title 15 of the City Code, *Buildings and Construction* to adopt the 2018 (ICC) ICC codes and standards. Staff recommends a number of local amendments to the international codes to take into account local practices and address distinct elements of buildings and occupancies in North Kansas City. Staff recommends approval of the ordinance adopting the 2018 ICC codes, as amended. Discussion ensued. C. Farr moved that Bill No. 7379 be placed on first reading, seconded by C. Sanders. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Sanders, yes – C. Clevenger, yes – C. Stewart. Motion carried. Bill No. 7379 was read. C. Farr moved that Bill No. 7379 be placed on its second and final reading and passed as Ordinance No. 9176, seconded by C. Sanders. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Sanders, yes – C. Clevenger, yes – C. Stewart. Motion carried. Bill No. 7379 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9176, was signed and approved by the Mayor, and attested by the City Clerk.

Consideration of a Resolution Authorizing the City to Enter into an Agreement with Gallagher Benefit Services, Inc., for Certain Professional Services (Resolution No. 19-011). City Administrator Berlin stated that it is a good practice to study and adjust City pay schedules every three to five years. The pay schedules were last formally studied and adjusted in 2015 by Gallagher Benefits Services, Inc. City staff was pleased with the work of Gallagher in 2015 and believes that based upon their previous work and familiarity with the City it is in the interest of the City to retain Gallagher to perform the study this year. Conducting the study at this time will allow any suggested changes to be included in the FY 2020 Budget. Gallagher has quoted that the study will not exceed, \$15,000, the same fee that was charged in 2015. Staff recommends approval of the contract with Gallagher Benefits Services. C. Clevenger moved to approve Resolution No. 19-011, seconded by C. Sanders. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Sanders, yes – C. Clevenger, yes – C. Stewart. Motion carried.

Consideration of a Resolution Approving a Contract Services Agreement for Tree Maintenance with Custom Tree Care, Inc. (Resolution No. 19-012). City Administrator Berlin asked Public Works Director Pat Hawver

Resolution No. 19-011  
– Approval of Contract  
– Compensation Study

Resolution No. 19-012  
– Award of Contract –  
Tree Maintenance

to present this to Council. Mr. Hawver stated that the City's contract for tree maintenance services is up for renewal. Bids were received on February 13, 2019. In its memo, staff reviews the procurement process and the bids for this process and recommends award of contract to Custom Tree Care. A resolution approving a contract has been prepared accordingly. Discussion ensued. C. Farr moved to approve Resolution No. 19-012, seconded by C. DeLong. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C Pearce, yes –C. Sanders, yes – C. Clevenger, yes – C. Stewart. Motion carried.

Consideration of an Ordinance Adopting a Fee Schedule for Certain Planning and Zoning Applications Pursuant to the Requirements of Chapter 17.96, "Zoning Applications and Procedures" of the Code of the City of North Kansas City, Missouri {Bill No. 7382 (Ordinance No. 9179)}. City Administrator Berlin asked Community Development Director Sara Copeland to resent this item to Council. Ms. Copeland stated that the Community Development Department charges fees for Rezoning, Conditional Use Permits (CUP), Variances, and Site Plan applications based on a fee schedule adopted by the City Council. The current fee schedule was adopted by the City Council in April 2015. Fees are intended to cover the direct costs of processing applications. The largest individual direct cost for Rezoning, CUP, and Variance applications is for the advertisement of public hearings. Currently, the direct costs for these applications run approximately \$340 each. To recoup the City's direct costs, staff recommends adopting a new fee schedule to raise application fees for Rezoning, CUP, and Variance applications to \$350. This fee is in line with the fees charged by neighboring communities for similar applications. Discussion ensued. C. Farr moved that Bill No. 7382 be placed on first reading, seconded by C. Clevenger. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C Pearce, yes –C. Sanders, yes – C. Clevenger, yes – C. Stewart. Motion carried. Bill No. 7382 was read. C. Farr moved that Bill No. 7382 be placed on second and final reading and passed as Ordinance No. 9179, seconded by C. Clevenger. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C Pearce, yes –C. Sanders, yes – C. Clevenger, yes – C. Stewart. Motion carried. Bill No. 7382 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9179, was signed and approved by the Mayor, and attested by the City Clerk.

Ordinance No. 9179 –  
Fee Schedule for  
Planning Applications

Consideration of a Resolution Amending the Gaming Fund Budget for Fiscal Year 2018-2019 for a Shade Structure for the Festival Shelter Stage in the Amount of \$60,000 (Resolution No. 19-013). City Administrator Berlin asked Parks Director Kelli Votypka to present this item to Council. Ms. Votypka stated the Parks and Recreation Board is requesting the City Council to amend its FY 2019 Budget by appropriating an additional \$40,000 in the Gaming Fund for a shade structure at the Festival Stage in Macken Park. The original request was for \$60,000 but they have been able to find a structure for \$40,000 with installation. Discussion ensued. C. Clevenger moved to approve Resolution No. 19-013 with the amended amount of \$40,000 and to change the account from a revenue to an expenditure account on the resolution, seconded by C. Sanders. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C Pearce, yes –C. Sanders, yes – C. Clevenger, yes – C. Stewart. Motion carried.

Consideration of an Ordinance Authorizing Payment for Certain Accounts Due and Payable by the City Through March 1, 2019 {Bill No. 7383 (Ordinance No. 9180)}. C. Farr moved that Bill No. 7383 be placed on first reading, seconded by C. Stewart. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C Pearce, yes –C. Sanders, yes – C. Clevenger, yes – C. Stewart. Motion carried. Bill No. 7383 was read. C. Farr moved that Bill No. 7381 be placed on second and final reading and passed as Ordinance No. 9178, seconded by C. Stewart. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C Pearce, yes –C. Sanders, yes – C. Clevenger, yes – C. Stewart. Motion carried. Bill No. 7383 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9180, was signed and approved by the Mayor, and attested by the City Clerk.

Parks Director Votypka stated that the Waggin' Trail Dog Park is currently closed due to the condition of the grounds. Ms. Votypka stated she was working the Kansas City Parks Superintendent to correct this problem. The park is going to need better quality soil. She is hoping to have the park open by mid-March. At a later date, grass seed will need to be planted, and at that time, the Park will need to be closed for 3 weeks so the seed can become established.

Mr. Berlin stated that the Upcoming City Items of Note report was included in the Council packets for review.

Resolution No. 19-013  
– Budget Amendment  
– Shade Structure at  
Macken Park Festival  
Stage

Ordinance No. 9180–  
Approving Accounts  
Due and Payable by  
the City Through March  
1, 2019

Staff Comments

C. Steffen expressed condolences to the family of John Sinnett who recently passed away. He was a great asset to the City of North Kansas City.

Councilmembers'  
Comments

C. Farr also expressed condolences to Mr. Sinnett's family. He thanked the Public Works crew for their work in keeping the streets clean during the past snow events.

C. DeLong had nothing at this time.

C. Pearce stated the first yard waste pickup will be on Wednesday, March 6, 2019.

C. Sanders complimented Animal Control Office Matt Allen for his work with a resident of the Gardens who had to have his service animal put down. He stated Mr. Allen came over and helped the gentleman load the animal into his car to get it to the vet.

C. Clevenger also gave condolences to Mr. Sinnett's family. He wished everyone a Happy St. Patrick's Day and Snake Saturday. He thanked the residents who agreed to be reappointed to City boards this evening. He thanked Mr. Berlin for sending a letter to the NKC Post Office regarding an issue.

C. Stewart had nothing at this time.

Mayor Don Stielow stated the services for Mr. John Sinnett will be on March 9<sup>th</sup> at the Antioch Community Church in Kansas City.

Mayor's Comments

C. Farr moved to adjourn at 7:35 p.m., seconded by C. Sanders. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes – C. Sanders, yes – C. Clevenger, yes – C. Stewart. Motion carried.

Adjournment

Council Adjourned

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Mayor

Attest:

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City Clerk

Approved this 19<sup>th</sup> day of March 2019



NORTH  
KANSAS CITY  
SCHOOLS

est. 1913

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Superintendent of Schools – Daniel N. Clemens, Ed.D.

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March 8, 2019

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

Re: Howell Street

As NKC Schools continues Phase II of construction at North Kansas City High School, the safety and security of our students and staff is still an issue as they change classes and move between the two new open buildings, Norclay and the new “South Campus.” Mixing pedestrian traffic with construction equipment and trucks, combined with the regular vehicular traffic prompted the District to seek permission from the City of North Kansas City to close a part of Howell Street for six months. **Due to the harsh winter weather our area has experienced this year, NKC Schools requests permission to extend the closure through December 2019.**

As a condition of approval, the School District agrees to continue the following:

1. Jersey barriers placed outside the fenced area in the parking lane on the east side of Howell will continue to provide a dedicated 8-foot walkway for students moving from building to building.
2. Crosswalks with crossing guards will remain in place to make certain students stay in the proper areas as they cross at 23<sup>rd</sup> and Howell and in the crosswalk at approximately 25<sup>th</sup> and Iron leading to Norclay. The School District will remove temporary crosswalk markings when the closure ends.
3. Traffic control signage will remain on Howell and at the western side of the intersection of 24<sup>th</sup> and Iron to advise traffic of the road closure and detour.
4. The school district will continue to provide for snow removal in the pedestrian walkway.

Bus transportation to and from North Kansas City High School now loads and unloads on the east side of the stadium. In order to ease traffic congestion, especially in the morning, buses are not using the stop arms while students are unloading on the side walk side of the street. This allows

*Extraordinary Educational Experiences*

2000 NE 46<sup>th</sup> St. Kansas City, MO 64116-2042 (816) 321-5683 fax (816) 321-5001

[www.nkcschools.org](http://www.nkcschools.org)

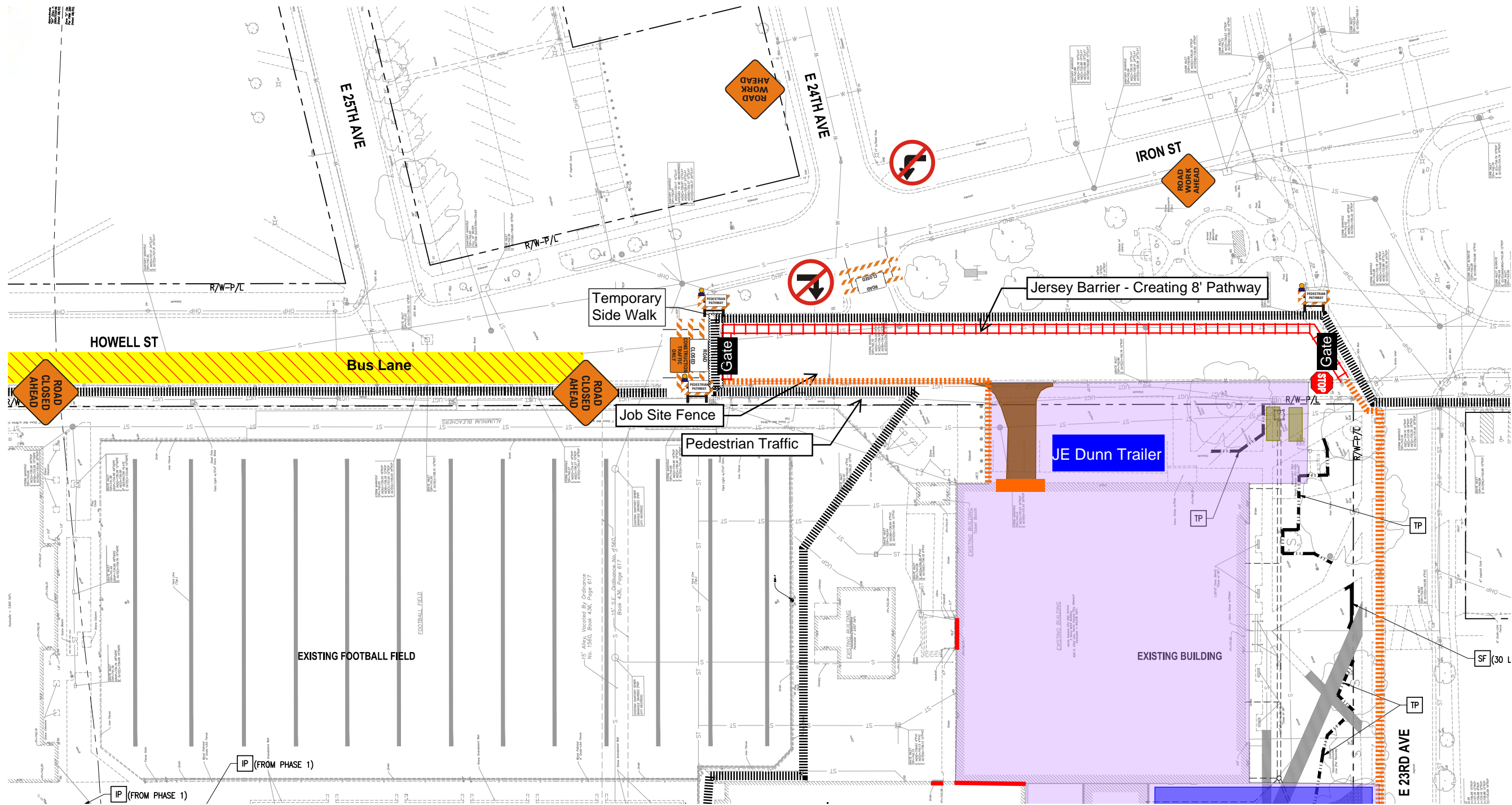
regular vehicles to continue on their way without having to wait for buses to unload before they are allowed to pass.

A detailed drawing of this plan accompanies this request, as does a plan which lays out specific points where signage is located to help direct students and traffic.

When finished, North Kansas City High School will be something in which we can all be proud, particularly the future generations of Hornets who will call it home. We appreciate the City's willingness to work with NKC Schools as we create a new North Kansas City High School.



# NKCHS - Street Closure and Pedestrian Plan



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## MEMORANDUM



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**TO:** Mayor Stielow and City Council

**FROM:** David Harris, Building Official

**DATE:** March 19, 2018

**RE:** Amendment to City Code at Title 15, "Buildings and Construction"  
Chapter 15.08 and Chapter 15.30

On March 5, 2018, the City Council approved Ordinance No. 9176 updating and amending of Title 15, "Buildings and Construction," of the Code of the City of North Kansas City, Missouri (the "**City Code**") by adopting amended versions of the 2018 International Code Council regulations and standards. Specific amendments, adopted solely for the City of North Kansas City, were set out in various exhibits attached to the ordinance.

The approved amendment to the 2018 International Fire Code (Exhibit J to Ordinance No. 9176), includes amending Section 903 AUTOMATIC SPRINKLER SYSTEMS, which provides at Section 903.2.1 Group A: *An automatic sprinkler system shall be provided throughout buildings and portions of buildings containing a Group A occupancies...* More specifically, subsections 903.2.1.1(1), 903.2.1.2(1), 903.2.1.3(1) and 90.2.1.4(1) of the International Fire Code were amended by striking the phrase "The fire area exceeds 12,000 square feet" and substituting the following language: "**The fire area exceeds 5,000 square feet.**"

Section 903 "AUTOMATIC SPRINKLER SYSTEMS" is also a part of the 2018 International Building Code, which has the same 12,000 square feet language. In order to maintain consistency in the City Code, it is recommended that the City also amend the language in the International Building Code (2018 edition) in Subsections 903.2.1.1(1), 903.2.1.2(1), 903.2.1.3(1) and 90.2.1.4(1) to provide as follows: "**The fire area exceeds 5,000 square feet.**"

Similarly, the approved amendment to the 2018 International Fire Code (Exhibit J of Ordinance No. 9176) adds Section 1103.5.5 Fire area increase." For consistency, it is recommended that the City amend Chapter 15.30, "International Existing Building

Code," of Title 15, "Buildings and Construction," by creating new Section 803.5 and 904.3, "Fire area increase" to read as follows:

**Section 803.5 and Section 904.3 Fire area increase.** An automatic sprinkler system shall be provided throughout existing buildings other than one- and two-family dwellings undergoing a fire area increase when the square footage of the new fire area is greater than 25 percent of the existing fire area and any of the following conditions exist:

1. The available fire-flow is less than the fire-flow required by Appendix B of this code based upon the new total fire area.
2. An automatic sprinkler system is required by Section 903 of this code based upon the occupancy type and new total fire area.

**AN ORDINANCE AMENDING ORDINANCE NO. 9176 AND CHAPTER 15.08, “INTERNATIONAL BUILDING CODE,” AND CHAPTER 15.30, “INTERNATIONAL EXISTING BUILDING CODE,” OF TITLE 15, “BUILDINGS AND CONSTRUCTION,” OF THE CODE OF THE CITY OF NORTH KANSAS CITY, MISSOURI.**

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

**WHEREAS**, by passage of Ordinance No. 9176 on March 5, 2019, the City adopted the International Building Code (2018 edition), the International Existing Building Code (2018 edition), and the International Fire Code (2018 edition), each such code being modified and amended for specific use in the City; and

**WHEREAS**, since adoption of Ordinance No. 9176, the City has found and determined that the City amended the International Fire Code for City use without amending similar requirements in the International Building Code and, therefore, there is a conflict with the two codes as specifically adopted in the City; and

**WHEREAS**, the City Council believes and finds that it is appropriate and in the best interests of the citizens of the City that the City amend the applicable sections of the International Building Code so that it conforms to the amendments made to the International Fire Code as adopted on March 5, 2019, when adopting the International Fire Code.

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

**Section 1.** In addition to the City’s modifications made in Ordinance No. 9176 to the International Building Code (2018 Edition), Chapter 15.08, “International Building Code,” of Title 15, “Buildings and Construction,” of the Code of the City of North Kansas City, Missouri (the “**City Code**”), the International Building Code (2018 edition) is hereby further amended in the following particulars:

- 903.2.1.1.1** The fire area exceeds 5,000 square feet.
- 903.2.1.2.1** The fire area exceeds 5,000 square feet.
- 903.2.1.3.1** The fire area exceeds 5,000 square feet.
- 903.2.1.4.1** The fire area exceeds 5,000 square feet.

Except as to the specific changes set forth in paragraph 1 of each of the above-referenced sections, Sections 903.2.1.1, 903.2.1.2, 903.2.1.3 and 903.2.1.4 of the International Building Code (2018 edition) shall remain in full force and effect.

**Section 2.** In addition to the City’s modifications made in Ordinance No. 9176 to the International Existing Building Code (2018 edition), Chapter 15.30, “International Existing Building Code,” of Title 15, “Buildings and Construction,” of the City Code, the International Building Code (2018 edition) is hereby further amended by adding the following sections:

**Section 803.5 Fire area increase.** An automatic sprinkler system shall be provided throughout existing buildings other than one- and two-family dwellings undergoing a fire area increase when the square footage of the new fire area is greater than 25 percent of the existing fire area and any of the following conditions exist:

**803.5.1** The available fire-flow is less than the fire-flow required by Appendix B of this code based upon the new total fire area.

**803.5.2** An automatic sprinkler system is required by Section 903 of this code based upon the occupancy type and new total fire area.

**Section 904.3 Fire area increase.** An automatic sprinkler system shall be provided throughout existing buildings other than one- and two-family dwellings undergoing a fire area increase when the square footage of the new fire area is greater than 25 percent of the existing fire area and any of the following conditions exist:

**904.3.1** The available fire-flow is less than the fire-flow required by Appendix B of this code based upon the new total fire area.

**904.3.2** An automatic sprinkler system is required by Section 903 of this code based upon the occupancy type and new total fire area.

**Section 3.** Providing for Repeal of Conflicting Ordinances. All ordinances or parts of ordinances in conflict with the provisions of this ordinance, or any parts hereof, are hereby repealed. Moreover, ordinances previously adopted are hereby amended to conform to the provisions of this ordinance.

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

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

**Section 6.** Effective Date. This Ordinance shall be in full force and effect, after compliance with all governing laws, rules, and regulations, forty-six (46) days after passage by the City Council and approval by the Mayor.

**PASSED** this 19<sup>h</sup> day of March, 2019.

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Don Stielow, *Mayor*

ATTEST:

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Crystal, Doss, *City Clerk*

**APPROVED** this 19<sup>th</sup> day of March, 2019.

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Don Stielow, *Mayor*

**APPROVED AS TO FORM:**

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Anthony Bologna, *City Attorney*

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

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# MEMORANDUM



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**TO:** Mayor and City Council

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

**DATE:** March 19, 2019

**RE:** Zoning Ordinance Text Amendments regarding Medical Marijuana

On November 6, 2018, Missouri voters approved Constitutional Amendment 2, establishing a right to access medical marijuana and establishing steps for state permits related to the cultivation, manufacture, distribution, and use of marijuana for qualifying patients. While the Department of Health and Senior Services continues to work on drafting rules for implementation of Amendment 2, the City also needs to amend local ordinances regarding medical marijuana, particularly with regard to land use regulations. Potential zoning ordinance amendments were discussed in a City Council work session on February 5. Adopting these regulations provides some clarity for both potential applicants and City staff.

## ***Proposed Amendments***

The proposed amendments concern three general areas of concern: permitted uses by zoning district, buffer distances, and specific use standards.

**Permitted Uses:** The proposed amendments establish medical marijuana dispensaries as a permitted use in the C-3, M-1, and M-2 zoning districts and cultivation facilities, infused products manufacturing, and testing facilities as permitted uses in the M-1 and M-2 zoning districts. The four types of medical marijuana related uses appear to be most compatible with these zoning districts.

**Buffer Distances:** Amendment 2 establishes a 1,000 foot buffer for marijuana-related facilities from schools, child care centers, and churches, unless a local government allows otherwise. In the dense development pattern of North Kansas City, a buffer of 300 feet, which is the same buffer applied to liquor licenses, is more reasonable. The attached map shows existing schools, child care facilities, and churches with a 300 foot buffer area.

The text of Amendment 2 does not define how the buffer area is to be measured. The draft ordinance clarifies that the buffer is measured from the outer walls of the buildings containing these uses to the property line containing the medical marijuana use. The draft ordinance also contains an amendment to the definition of church: a building(s) **primarily used** for public

religious worship and associated religious functions (education, fellow-ship, etc.), including synagogues and temples. Adding the phrase “primarily used” to the existing definition is intended to clarify that the buffer requirement does not apply in cases where an event space is rented on an occasional basis for worship services but not otherwise used by a religious organization.

**Specific Use Standards:** The other use standards apply to all medical marijuana-related uses and include the following:

- All operations and storage must be contained within a fully enclosed building.
- No marijuana may be consumed on the premises.
- Hours of operation are restricted to 8:00am to 10:00pm. No persons who are not employees may be on the premises between 10:00pm and 8:00am.
- State licenses must be displayed for the public.
- No marijuana-related businesses may be located in a building that contains a residence.
- Ventilation systems must be installed to prevent odors from leaving the premises of the building.
- Site plan review is required.

### ***Planning Commission Action***

City staff recommended the proposed ordinance amendments as being in conformance with the goals of the adopted Master Plan.

The Planning Commission held the required public hearing on Thursday, March 14, 2019. No one spoke at the hearing. The Planning Commission voted unanimously to recommend approval of the amendments to the City Council.

These amendments are being considered in advance of the ongoing Zoning Ordinance update that is beginning public review, in order to establish applicable land use regulations while potential investors are preparing permit applications for state review. If adopted, these amendments will be incorporated into the updated ordinance.



**AN ORDINANCE AMENDING TITLE 17, ZONING ORDINANCE OF THE CODE OF THE CITY OF NORTH KANSAS CITY, MISSOURI REGARDING MEDICAL MARIJUANA.**

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

**WHEREAS**, Title 17, “Zoning,” of the Code of The City of North Kansas City, Missouri (the “**City Code**”), otherwise known as the *North Kansas City Zoning Ordinance*, was adopted for the purpose of promoting the public health, safety, comfort, morals, convenience, and general welfare of the City; and

**WHEREAS**, the voters of the State of Missouri approved an amendment to Article XVI of the Missouri Constitution establishing a Right to Access Medical Marijuana and allowing for the limited legal production, distribution, sale, and purchase of marijuana for medical use; and

**WHEREAS**, the City desires to amend Title 17 of the City Code and the existing *North Kansas City Zoning Ordinance* to clarify regulations regarding medical marijuana in accordance with the purposes of the Missouri Constitution; and

**WHEREAS**, the City desires to protect the public health and safety by establishing reasonable regulations on Medical Marijuana related businesses regarding noise, air quality, neighborhood safety, security, and other health and safety concerns; and

**WHEREAS**, in accordance with procedures established in Title 17, “Zoning,” of the City Code, and Chapter 89 of the MISSOURI REVISED STATUTES, proceedings were initiated to amend Title 17 of the City Code and the *North Kansas City Zoning Ordinance* as hereinafter set forth; and

**WHEREAS**, public notice was given by publication in *The Kansas City Star* on February 27, 2019, a newspaper having a general circulation in the City of North Kansas City, Missouri, that a public hearing of the Planning Commission would take place on March 14, 2019, at 6:00 p.m., where the Planning Commission of said City would consider the aforesaid amendments; and

**WHEREAS**, on March 14, 2019, at 6:00 p.m., the Planning Commission did conduct said public hearing, and did evaluate the proposed amendments to *The North Kansas City Zoning Ordinance*; and

**WHEREAS**, at said public hearing, the Commission did conclude and recommend to the City Council that the hereinafter described amendments to *The North Kansas City Zoning Ordinance* should be approved.

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

**Section 1.** Section 17.08.010.A, “Definitions,” of the Code of the City of North Kansas City, Missouri (the “**City Code**”) is hereby amended by deleting the subpart definition of “Church(es)/place(s) of worship” and by adding the following definitions as subparts, which subparts shall hereafter read as follows:

“Church(es)/place(s) of worship” means a building(s) primarily used for public religious worship and associated religious functions (education, fellow-ship, etc.), including synagogues and temples.

“Medical Marijuana Cultivation Facility” means a facility licensed by the State of Missouri to acquire, cultivate, process, store, transport, and sell marijuana to a Medical Marijuana Dispensary Facility, Medical Marijuana Testing Facility, or a Medical Marijuana Infused Products Manufacturing Facility.

“Medical Marijuana Dispensary Facility” means a facility licensed by the State of Missouri to acquire, store, sell, transport, and deliver marijuana, marijuana-infused products, and drug paraphernalia used to administer marijuana to a Qualifying Patient, a Primary caregiver, another licensed Dispensary Facility, a licensed Testing Facility, or a licensed Manufacturing Facility.

“Medical Marijuana Infused Products Manufacturing Facility” means a facility licensed by the State of Missouri to acquire, store, manufacture, transport, and sell marijuana-infused products to a Medical Marijuana Dispensary Facility, a Medical Marijuana Testing Facility, or to another Medical Marijuana-Infused Products Manufacturing Facility.

“Medical Marijuana Testing Facility” means a facility certified by the State of Missouri to acquire, test, certify, and transport marijuana.

Other than as specifically set forth hereinabove, all other definitions and subparts of Section 17.08.010.A of the City Code shall be unaffected by this amendment and shall remain in full force and effect.

**Section 2.** Section 17.52.010, “Permitted Uses,” of the City Code is hereby amended to add Subsection 17.52.010.G which subsection shall hereafter read as follows:

G. Medical marijuana dispensary.

**Section 3.** Section 17.56.010, “Permitted Uses,” of the City Code is hereby amended to add Subsection 17.56.010.F which subsection shall hereafter read as follows:

F. Medical marijuana cultivation facility, infused products manufacturing facility, or testing facility.

**Section 4.** Chapter 17.52, “C-3, Service Business District,” of the City Code is hereby amended to add a new Section 17.52.080, “Standards for Medical Marijuana Dispensaries”, which subsection shall hereafter read as follows:

**17.52.080 Standards for Medical Marijuana Dispensaries**

No building shall be constructed, altered, or used for a Medical Marijuana Dispensary without complying with the following regulations.

A. Buffer Requirement. No Medical Marijuana Dispensary shall be located within three hundred (300) feet of an existing elementary or secondary school, licensed child day care center, or church. Measurements shall be made in a straight line, without regard to intervening structures, from the nearest point on the exterior building wall of the school, child care center, or church, to the nearest point on the property line containing the medical marijuana business.

B. Outdoor Operations or Storage Prohibited. All operations and all storage of materials, products, or equipment shall be within a fully enclosed building. No outdoor operations or storage shall be permitted.

C. Onsite Usage Prohibited. No marijuana may be smoked, ingested, or otherwise consumed on the premises of a Medical Marijuana Dispensary.

D. Hours of Operation. All Medical Marijuana Dispensaries shall be closed to the public, no persons not employed by the business shall be on the premises, and no sales or distribution of marijuana shall occur upon the premises or by delivery from the premises between the hours of 10:00 p.m. and 8:00 a.m.

E. Display of Licenses Required. The medical marijuana license issued by the State of Missouri shall be displayed in an open and conspicuous place on the premises.

F. Residential Dwelling Units Prohibited. No Medical Marijuana Dispensary shall be located in a building that contains a residence.

G. Ventilation Required. All medical marijuana businesses shall install and operate a ventilation system that will prevent any odor of marijuana from leaving the premises of the business. No odors shall be detectable by a person with a normal sense of smell outside the boundary of the parcel on which the facility is located.

H. Site Plan Review Required. A site plan meeting the requirements of this Title shall be submitted for review and approval subject to the procedures of Section 17.96.010. The site plan shall include a description of the ventilation system to be used to contain odors within the building.

**Section 5.** Chapter 17.56, “M-1, Limited Industrial District,” of the City Code is hereby amended to add a new Section 17.56.070, “Standards for Medical Marijuana Uses”, which subsection shall hereafter read as follows:

**17.56.070 Standards for Medical Marijuana Uses**

A. Buffer Requirement. No Medical Marijuana business shall be located within three hundred (300) feet of an existing elementary or secondary school, licensed child day care center, or church. Measurements shall be made in a straight line, without regard to intervening structures, from the nearest point on the exterior building wall of the school, child care center, or church, to the nearest point on the property line containing the medical marijuana business.

B. Outdoor Operations or Storage Prohibited. All operations and all storage of materials, products, or equipment shall be within a fully enclosed building. No outdoor operations or storage shall be permitted.

C. Onsite Usage Prohibited. No marijuana may be smoked, ingested, or otherwise consumed on the premises of a medical marijuana business.

D. Hours of Operation. All medical marijuana businesses shall be closed to the public, no persons not employed by the business shall be on the premises, and no sales or distribution of marijuana shall occur upon the premises or by delivery from the premises between the hours of 10:00 P.M. and 8:00 A.M.

E. Display of Licenses Required. The medical marijuana license issued by the State of Missouri shall be displayed in an open and conspicuous place on the premises.

F. Residential Dwelling Units Prohibited. No medical marijuana business shall be located in a building that contains a residence.

G. Ventilation Required. All medical marijuana businesses shall install and operate a ventilation system that will prevent any odor of marijuana from leaving the premises of the business. No odors shall be detectable by a person with a normal sense of smell outside the boundary of the parcel on which the facility is located.

H. Site Plan Review Required. A site plan meeting the requirements of this Title shall be submitted for review and approval subject to the procedures of Section 17.96.010. The site plan shall include a description of the ventilation system to be used to contain odors within the building.

**Section 6.** Chapter 17.60, “M-2, General Industrial District,” of the City Code is hereby amended to add a new Section 17.60.060, “Standards for Medical Marijuana Uses”, which subsection shall hereafter read as follows:

**17.60.060 Standards for Medical Marijuana Uses**

A. Buffer Requirement. No Medical Marijuana business shall be located within three hundred (300) feet of an existing elementary or secondary school, licensed child day care center, or church. Measurements shall be made in a straight line, without regard to intervening structures, from the nearest point on the exterior building wall of the school,

child care center, or church, to the nearest point on the property line containing the medical marijuana business.

B. Outdoor Operations or Storage Prohibited. All operations and all storage of materials, products, or equipment shall be within a fully enclosed building. No outdoor operations or storage shall be permitted.

C. Onsite Usage Prohibited. No marijuana may be smoked, ingested, or otherwise consumed on the premises of a medical marijuana business.

D. Hours of Operation. All medical marijuana businesses shall be closed to the public, no persons not employed by the business shall be on the premises, and no sales or distribution of marijuana shall occur upon the premises or by delivery from the premises between the hours of 10:00 P.M. and 8:00 A.M.

E. Display of Licenses Required. The medical marijuana license issued by the State of Missouri shall be displayed in an open and conspicuous place on the premises.

F. Residential Dwelling Units Prohibited. No medical marijuana business shall be located in a building that contains a residence.

G. Ventilation Required. All medical marijuana businesses shall install and operate a ventilation system that will prevent any odor of marijuana from leaving the premises of the business. No odors shall be detectable by a person with a normal sense of smell outside the boundary of the parcel on which the facility is located.

H. Site Plan Review Required. A site plan meeting the requirements of this Title shall be submitted for review and approval subject to the procedures of Section 17.96.010. The site plan shall include a description of the ventilation system to be used to contain odors within the building.

**Section 7.** **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 8.** **Governing Law.** This ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

**Section 9.** **Effective Date.** This ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor.

**PASSED** this 19<sup>h</sup> day of March, 2019.

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Don Stielow, *Mayor*

ATTEST:

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Crystal, Doss, *City Clerk*

**APPROVED** this 19<sup>th</sup> day of March, 2019.

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Don Stielow, *Mayor*

**APPROVED AS TO FORM:**

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Anthony W. Bologna, *City Attorney*

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

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# MEMORANDUM



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**TO:** Mayor Stielow and City Council

**FROM:** Eric Berlin, City Administrator

**DATE:** March 19, 2019

**RE:** Budget Resolution for Accounting and Billing Software

Staff requests a budget amendment pertaining to the City's recent accounting and billing software upgrade as well as additional work that staff recommends. The explanation for this budget amendment follows.

## Incode 10 Upgrade Work and Overage

In the summer of 2016, City staff obtained an estimate for an upgrade to the City's accounting software, Incode, in the amount of \$40,000. This expenditure was included in the FY 2017 Budget. Incode later advised the City it would not be able to handle the upgrades until a later time, and the amount was re-budgeted in FY 2018 and encumbered. The upgrade did not actually begin until June 2018 and continued into January 2019.

When the City asked to be put on the waiting list for this work, the sole source vendor, Tyler Technologies, provided an estimate in the amount of \$40,000 but did not provide any sort of written proposal that indicated that costs for Tyler personnel's cost of travel were not included in this amount; nor was there a written proposal indicating that work would be performed at the rate of \$125 per hour, with hours over the estimated amount of hours for the project being billed at that rate.

Work eventually proceeded without a written proposal ever being provided to or accepted by the City. Tyler seems to have assumed that the City understood the proposal to be under the same terms as other work it had recently completed for the Community Development Department on the City's Energov software. City staff involved in this conversion did not have that understanding. The City also bears some culpability for allowing this work to proceed on such an informal basis.

As the work was proceeding, staff approached the City Administrator and recommended that the City authorize Tyler to convert 15 years of data rather than the five years that was originally planned to retain historical revenue collections and spending levels. The City Administrator authorized this work to proceed, at an additional cost of \$3,500, leaving the amount the City was planning to pay at \$43,500.

On February 13, 2019, the City received an invoice that contained \$10,546.20 in travel/lodging/personnel costs, as well as for additional hours of work beyond the estimate originally provided. This invoice increased the City's total cost for this upgrade to \$53,733.70, \$13,733.70 more than the City had originally budgeted.

When staff contacted Tyler to indicate its distress at the unplanned costs, Tyler offered to credit the City for \$6,902.39 of these costs. Staff appreciates this gesture and believes that it is a fair settlement of this matter.

#### Utility Bill Emailing Software

In addition to the amount needed to pay for the final cost of the Incode 10 upgrade, staff requests an additional amount for a module that was not budgeted in FY 2019 but which staff believes would be worthwhile for the City to obtain. This new module would facilitate issuing emailed utility bills directly to residential or business customers. The emails would be sent automatically as part of the billing process. Currently, emailed utility bills are done manually and individually. Accounting staff frequently receives requests for emailed bills. The module initially costs \$6,500 all-inclusive and would have an annual maintenance fee of \$1,375.

#### Business Licensing Software

The FY 2018-2019 budget includes \$35,000 for business licensing software. Currently the business licensing renewal, tracking and reporting process is handled through the Incode Accounting Software. EnerGov is used by the Community Development department for permitting purposes and is compatible with the Incode software. EnerGov offers on-line payment and renewal options that would be more customer friendly for the business community. In addition, this new software has better reporting functions.

We now know that the quote did not include travel costs. Incode estimates that the conversion will require three trips averaging \$1,700 each totaling \$5,100. The quote received was for \$2,160 less than budgeted, requiring a net budget increase of \$2,940.

The budget and cost details of the items discussed above are in the following chart:

Projects	Budget			Unspent	Remaining/ Quoted Costs	Budget (Shortfall) /Overage
	Year	Amount	Spent			
Incode Conversion	2017-2018	\$40,000	\$39,485	\$ 515	\$ 3,846	\$ (3,331)
Incode Conversion -Data Years		-	3,500	-	3,500	(3,500)
Business Licensing (Energov)	2018-2019	35,000	-	35,000	32,840	2,160
Energov Travel (Estimated)					5,100	(5,100)
Utility Bill Emailing	New	-			6,500	(6,500)
		<b>\$75,000</b>	<b>\$42,985</b>	<b>\$35,515</b>	<b>\$ 51,786</b>	<b>\$ (16,271)</b>

Council approval of the following budget resolution would increase the budget for the Incode conversion, the new Business Licensing software, and the purchase of a new utility email module. Staff recommends approval.



**RESOLUTION NO. 19-015**

**A RESOLUTION AMENDING THE GAMING FUND BUDGET FOR FISCAL YEAR  
2018-2019 IN THE AMOUNT OF \$16,271 FOR ACCOUNTING AND BILLING  
SOFTWARE UPGRADES**

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

**WHEREAS**, the City Council approved an upgrade to the City's accounting software, Incode, for \$40,000 as part of the 2017-2018 budget. The quote for \$40,000 was obtained the summer of 2016 and, due to delays, the project requires a budget increase of \$6,831; and

**WHEREAS**, the budget for the business licensing software did not include travel costs causing a net increase of \$2,940; and

**WHEREAS**, a new utility billing module is now available to facilitate emailed bills costing \$6,500, which the City staff recommends as worthwhile; and

**WHEREAS**, the City Council does hereby find and determine that it is in the best interest of the City of North Kansas City, Missouri to approve the appropriation of \$16,271 from the Gaming Fund balance for accounting and billing software upgrades.

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

**GAMING FUND**

		<b>Increase</b>	<b>Decrease</b>
Revenues			
Fund Balance Appropriation	25-4999	\$16,271	
Expenditures			
Information Technology	25-535-8760	\$16,271	

**DONE** this 19<sup>th</sup> day of March 2019

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

ATTEST:

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

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## MEMORANDUM

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**TO:** Mayor and City Council

**FROM:** Eric Berlin, City Administrator  
Dave Hargis, Fire Chief

**DATE:** March 19, 2019

**RE:** Additional Pay Schedule for Paramedic Students

Fire Chief Dave Hargis is proposing adding a job title to the pay schedule in the Collective Bargaining Agreement between the City and IAFF Local #42.

One of the major challenges facing the North Kansas City Fire Department is the recruitment of quality firefighter/paramedics. The demand for paramedics in the region has made it difficult for North Kansas City to attract applicants for the position. We often have processes where we have no paramedic applicants.

One remedy the City has used for this is to sponsor current regular employees for paramedic school. Some of our best paramedics have been a result of sending existing firefighter/EMTs through local paramedic programs. Currently the City/Departmental policy is to pay for 100% of the direct costs associated with the schooling for individuals wishing to attend (outside of the normal tuition reimbursement).

In addition to going through school, aspiring paramedics are required to put in 300 hours of clinical time in hospitals and 360 hours in ambulance ride-alongs. The City does not pay for any of the time the individuals are in class or participating in hospital or ride along clinicals. The classroom portion currently runs from January through September of the next year (21 months). Hospital clinicals can start in July of the first year and ambulance ride-alongs begin in June of the second year. Successful completion of the paramedic program entails substantial personal time and commitment by the student.

Currently members attending paramedic school are paid their normal Firefighter/EMT pay rate and do not receive any increases outside of regular January 1 increases until

they receive their licensure. Chief Hargis proposes to create a separate pay line for members which would compensate them at a rate halfway in between what they receive currently and what they will receive when they become a licensed paramedic. Below is a table which outlines the proposed payrate based on the current collective bargaining agreement.

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5
Firefighter/EMT	\$15.78	\$16.41	\$17.11	\$17.88	\$18.77
FF/Medic Student	\$17.05	\$17.37	\$17.72	\$18.47	\$19.32
Promotional Rate	\$18.32	\$18.32	\$18.32	\$19.05	\$19.86
Increase	\$1.27	\$ .96	\$ .61	\$ .59	\$ .55
Cost per person Month	\$276.01	\$208.64	\$132.57	\$128.22	\$119.53

Job Title	Step 6	Step 7	Step 8	Step 9	Step 10
Firefighter/EMT	\$19.53	\$20.31	\$20.92	\$21.54	\$22.19
FF/Medic Student	\$20.15	\$21.06	\$21.80	\$22.11	\$22.88
Promotional Rate	\$20.76	\$21.80	\$22.67	\$22.67	\$23.57
Increase	\$ .62	\$ .75	\$ .88	\$ .57	\$ .69
Cost per person Month	\$134.74	\$163.00	\$191.25	\$123.88	\$149.96

### Estimated Cost of this Proposal

The costs were divided by fiscal year in order to better represent the expenditures we could expect in each budget year. The total cost is for entirety of the program for our currently enrolled members across the three budget years affected.

Unbudgeted cost for remainder of the fiscal year 2018-2019= **\$2,208.08**

- Student #1: February start of increase, \$2,208.08 (8 months step 1)
- Students # 2,3,4: no cost

Cost for fiscal year 2019-2020= **\$7,882.61**

- Student #1: \$1036.67 (3 months step 1, 1-month step 2, anticipated to finish in Jan. 2020)
- Student #2: \$1877.76 (9 months step 2)
- Student #3: \$2484.09 (9months step 1)
- Student #4: \$2484.09 (9months step 1)

Cost for fiscal year 2020-2021= **\$2,831.83**

- Student #2: \$758.49 (3 months step 2, 1-month step 3, anticipated to finish in Jan. 2021)
- Student #3: \$1036.67 (3 months step 1, 1-month step 2, anticipated to finish in Jan. 2020)
- Student #4: \$1036.67 (3 months step 1, 1-month step 2, anticipated to finish in Jan. 2020)

Total Cost for Currently Enrolled Members

- Student #1: \$3,244.75
  - Student #2: \$2,636.25
  - Student #3: \$3,520.76
  - Student #4: \$3,520.76
- Total     **\$12,922.52**

The cost estimates above could be affected by three factors:

- The actual hours worked by each person in a pay period. Typically, the +/- hours would be offset by the other students due to them being on different shifts.
- The amount of time it takes for the student to complete their clinical hours and pass the final written exam. Typically, students complete their clinicals and test out in an average of 6-8 months after starting clinical ride-alongs (June).

- The student dropping from the program, at which time they would immediately revert to their regular Firefighter/EMT rate.

To estimate an employee's annual wage, the city currently uses 2608 hours multiplied by the employee's hourly rate. This equates to 217.33 hours per month. The fire department considers normal hours to be 212 hours per 28 work period. Therefore, the costs discussed above are likely on the high side.

*There will be additional costs for any firefighter that might choose to pursue this course during the course of this collective bargaining agreement, and presumably, future collective bargaining agreements that would include this pay schedule change.*

If the member fails to gain licensure through the program and requires a refresher for retesting the student pay will cease after failure of the last test offered.

The proposed plan would both incentivize and reward members for attending paramedic school. This program should provide no incentive to delay the progression of aspiring paramedics scheduling their clinicals or testing because they would move to a higher pay rate immediately upon licensure and their seniority in grade is determined by who completes the program first.

Here is the final payrate table that would result from this proposal:

Job Title	Probationary Rate	Step 1	Step 2	Step 3	Step 4	Step 5
Firefighter/EMT	\$15.16	\$15.78	\$16.41	\$17.11	\$17.88	\$18.77
<b>FF Medic Student</b>		<b>\$17.05</b>	<b>\$17.37</b>	<b>\$17.72</b>	<b>\$18.47</b>	<b>\$19.32</b>
Firefighter/Engineer		\$18.26	\$18.99	\$19.79	\$20.68	\$21.72
Firefighter/Medic	\$17.62	\$18.32	\$19.05	\$19.86	\$20.76	\$21.80
EMS Lt.				\$20.58	\$21.50	\$22.58
Captain				\$25.96	\$27.13	\$28.48
Fire Inspector	\$19.01	\$19.79	\$20.58	\$21.45	\$22.42	\$23.53

Job Title	Step 6	Step 7	Step 8	Step 9	Step 10
Firefighter/EMT	\$19.53	\$20.31	\$20.92	\$21.54	\$22.19
<b>FF Medic Student</b>	<b>\$20.15</b>	<b>\$21.06</b>	<b>\$21.80</b>	<b>\$22.11</b>	<b>\$22.88</b>
Firefighter/Engineer	\$22.59	\$23.49	\$24.20	\$24.92	\$25.67
Firefighter/Medic	\$22.67	\$23.57	\$24.28	\$25.01	\$25.76
EMS Lt.	\$23.48	\$24.42	\$25.15	\$25.91	\$26.69
Captain	\$29.62	\$30.81			
Fire Insp.	\$24.49	\$25.47	\$26.23	\$27.01	\$27.82

Local #42 has indicated its assent to this proposal. Accordingly, presented for Council consideration is a side letter to the Collective Bargaining Agreement. The City's outside labor attorney has reviewed and approved the form of this side letter. Staff recommends approval of the side letter agreement.

## RESOLUTION NO. 19-014

### RESOLUTION AUTHORIZING A SIDE LETTER AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL NO. 42 TO ADD THE JOB TITLE OF FIREFIGHTER MEDIC STUDENT TO PAY RATE TABLE

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

**WHEREAS**, to help protect the public health, safety and general welfare, the City operates the North Kansas City Fire Department (the “**Fire Department**”), which includes operating emergency medical services in North Kansas City and surrounding areas; and

**WHEREAS**, by passage of Resolution No. 18-048 on August 21, 2018, the City approved the Collective Bargaining Agreement with the International Association of Firefighters Local No. 42 (the “**IAFF**”) and authorized the City to enter into and execute the Collective Bargaining Agreement; and

**WHEREAS**, one of the major challenges facing the Fire Department is the recruitment of quality firefighter/paramedics; and

**WHEREAS**, one remedy the City has used for this is to sponsor current regular employees for paramedic school, paying 100% of the direct costs associated with the schooling for individuals wishing to attend (outside of the normal tuition reimbursement); and

**WHEREAS**, in addition to going through school, aspiring paramedics are required to put in 300 hours of clinical time in hospitals and 360 hours in ambulance ride-alongs, entailing substantial personal time and commitment by the student; and

**WHEREAS**, currently members attending paramedic school are paid their normal Firefighter/EMT pay rate and do not receive any increases outside of regular January 1 increases until they receive their licensure; and

**WHEREAS**, it is deemed in the best interest of the City that the pay structure within the Collective Bargaining Agreement with IAFF Local No. 42 be amended to provide for a pay rate halfway in between what firefighters receive currently and what they will receive when they become a licensed paramedic.

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

**Section 1.** Authorization of Side Letter to Collective Bargaining Agreement. The City Council hereby determines and declares that it is in the best interests of the City to (a) amend the pay structure within the Collective Bargaining Agreement to provide for the job title of Firefighter

Medic Student and (b) approve, authorize and enter into the Side Letter Agreement with IAFF Local No. 42, attached hereto as “**Exhibit 1**”, and incorporated herein by reference. The City hereby authorizes the Pay Rate Table to be amended accordingly.

**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 19<sup>th</sup> day of March, 2019.

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Donald Stielow, *Mayor*

ATTEST:

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Crystal Doss, *City Clerk*



# **EXHIBIT “1”**

Side Letter to Collective Bargaining Agreement between  
City of North Kansas City and  
International Association of Firefighters Local No. 42  
2018-2021

This is a side letter to the Collective Bargaining Agreement effective September 1, 2018 between the City of North Kansas City and the International Association of Firefighters Local 42.

**Article I      SCOPE**

- 01.01 This side letter shall apply to all members of Local 42 who are assigned to a 24-hour shift.
- 01.02 All aspects of the current CBA between the City and the Bargaining Unit shall remain unchanged and in effect unless specified within this document.
- 01.03 This letter provides an addition to Article VIII, and to Appendix-2 of the CBA.
- 01.04 This side letter shall be effective immediately upon adoption by the City Council and approval by Local 42.

**Article II      Addition**

- 02.01 Article VIII, add the following:

**Section 8. Paramedic Students**

After completion of one year of paramedic school, the member shall move to the FF Medic Student step that corresponds with their current Firefighter/EMT step (if such member is still a probationary employee the rate would start upon their becoming a regular employee and entering Step 1). The student shall remain in the FF Medic Student steps corresponding with where they would be as a Firefighter/EMT as long as they are successfully participating in paramedic classes and associated clinical hours. The Student shall remain in the FF Medic Student steps until one month following completion of classroom and/or clinical hours (ready to test) or upon obtaining a Missouri EMT-P license. Upon obtaining a Missouri EMT-P license they would be moved to the nearest Firefighter/Medic step that would provide a minimum 5% increase from their corresponding Firefighter/EMT step. If the member fails to gain licensure through their initial program and require a refresher for retesting, the student will not be eligible for the FF Medic Student Payrate.

02.02 Appendix-2, add the following:

**FF Medic Student:**

Job Title	Probationary Rate	Step 1	Step 2	Step 3	Step 4	Step 5
Firefighter/EMT	\$15.16	\$15.78	\$16.41	\$17.11	\$17.88	\$18.77
<b>FF Medic Student</b>		<b>\$17.05</b>	<b>\$17.37</b>	<b>\$17.72</b>	<b>\$18.47</b>	<b>\$19.32</b>
Firefighter/Engineer		\$18.26	\$18.99	\$19.79	\$20.68	\$21.72
Firefighter/Medic	\$17.62	\$18.32	\$19.05	\$19.86	\$20.76	\$21.80
EMS Lt.				\$20.58	\$21.50	\$22.58
Captain				\$25.96	\$27.13	\$28.48
Fire Inspector	\$19.01	\$19.79	\$20.58	\$21.45	\$22.42	\$23.53

Job Title	Step 6	Step 7	Step 8	Step 9	Step 10
Firefighter/EMT	\$19.53	\$20.31	\$20.92	\$21.54	\$22.19
<b>FF Medic Student</b>	<b>\$20.15</b>	<b>\$21.06</b>	<b>\$21.80</b>	<b>\$22.11</b>	<b>\$22.88</b>
Firefighter/Engineer	\$22.59	\$23.49	\$24.20	\$24.92	\$25.67
Firefighter/Medic	\$22.67	\$23.57	\$24.28	\$25.01	\$25.76
EMS Lt.	\$23.48	\$24.42	\$25.15	\$25.91	\$26.69
Captain	\$29.62	\$30.81			
Fire Insp.	\$24.49	\$25.47	\$26.23	\$27.01	\$27.82

Agreed this date, \_\_\_\_\_

\_\_\_\_\_  
 Don Stielow, Mayor  
 City of North Kansas City, Missouri

\_\_\_\_\_  
 Tim Dupin, President  
 IAFF Local No. 42

\_\_\_\_\_  
 Eric Berlin, City Administrator  
 City of North Kansas City, Missouri

\_\_\_\_\_  
 Eric Bradley,  
 Executive Board Representative  
 IAFF Local No. 42

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## MEMORANDUM



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**TO:** Mayor Stielow and City Council

**FROM:** Chief Steve Beamer

**DATE:** March 19, 2019

**RE:** Budget Amendment for Regional Radio Support Services

The Metropolitan Area Regional Radio System (MARRS) is the system that operates the public safety radios. The MARRS system's infrastructure includes radio towers throughout the region and a computer network which integrates the functions. The infrastructure is maintained by the City of Kansas City, Missouri and all users of the system pay an annual fee for each radio. The Police Department annual budget includes the funding to pay the annual fee for North Kansas City's radios.

The City of Kansas City failed to invoice North Kansas City for the infrastructure support in FY 2018. This was apparently due to some transition issues within Kansas City's operations. The budgeted funds from last fiscal year that would have paid this were not spent and went back to the fund balance.

Kansas City has now invoiced North Kansas City for last year's annual fee, as well as this year's annual fee. The amount is \$23,548.56 for each year. The amount budgeted in FY 2019 is sufficient to pay for the FY 2019 fee only; there are not funds appropriated to cover the 2018 invoice.

Staff recommends approval of a budget amendment in the amount of \$23,549 to appropriate the funds needed to pay the 2018 annual support fee for the MARRS system.

**RESOLUTION NO. 19-016**

**A RESOLUTION AMENDING THE GENERAL FUND BUDGET FOR FISCAL YEAR 2018-2019 IN THE AMOUNT OF \$23,549 FOR MARRS SYSTEM 2018 ANNUAL SUPPORT FEE**

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

**WHEREAS**, the City of Kansas City did not invoice North Kansas City for the infrastructure support of the MARRS radio system; and

**WHEREAS**, the amount budgeted in fiscal 2018-2019 is sufficient to pay the current fiscal year only; and

**WHEREAS**, the City Council does hereby find and determine that it is in the best interest of the City of North Kansas City, Missouri to approve the appropriation of \$23,549 from the General Fund balance to payment Kansas City Missouri.

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

<u>GENERAL FUND</u>		
	<u>Increase</u>	<u>Decrease</u>
Revenues		
Fund Balance Appropriation	10-4999	\$23,549
Expenditures		
Radio Maintenance	10-510-7130	\$23,549

**DONE** this 19<sup>th</sup> day of February 2019

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

ATTEST:

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

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## MEMORANDUM

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**TO:** Mayor and City Council

**FROM:** Eric Berlin, City Administrator

**DATE:** March 19, 2019

**RE:** Electric Vehicle Charging Stations

Several months ago, at the suggestion of a resident, staff contacted Kansas City Power & Light (KCP&L) to discuss the possibility of having an electric vehicle charging station installed in Macken Park. Each station would be comprised of three charging units, which would take up six parking spaces.

Kelli Votypka and I met with KCP&L representatives on site, and we looked at three possible locations: one in the southeast corner of the Macken Park parking lot; one in the spaces on Howell Street, near the corner of Howell and Clark Ferguson Drive; and one at Waggin' Trails dog park. Kelli consulted the Parks Board, which is amenable to a charging station being placed at the southeast corner of Macken Park. I discussed this item with the City Council in a staff comment at a subsequent City Council meeting, and the Council also indicated its assent.

The next step in order to proceed is for the City and KCP&L to enter into a site license agreement. The agreement provides, in essence, that KCP&L will install and maintain the charging station at its expense, and will operate it for a ten-year period. The City has the option of paying for the cost of electricity for vehicles that use the charging station, or having users pay for it. Staff has advised KCP&L that it wishes users to pay for the cost of any electricity, and the agreement has been prepared accordingly.

Staff recommends approval of the site licensing agreement.

**AN ORDINANCE ADOPTING AND APPROVING A LICENSE AGREEMENT BY AND BETWEEN THE CITY OF NORTH KANSAS CITY, MISSOURI AND KANSAS CITY POWER AND LIGHT COMPANY REGARDING THE INSTALLATION, OPERATION AND MAINTENANCE OF ELECTRIC VEHICLE CHARGING STATIONS IN MACKEN PARK IN THE CITY.**

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

**WHEREAS**, Kansas City Power & Light Company, a Missouri corporation (“**Licensee**”), desires to install and operate three (3) Level Two Electric Vehicle Supply Equipment stations, together with all related utilities and accessories (collectively, the “**EVSE**”) in the location shown on the Site Plan on Exhibit B pursuant to the terms and conditions set forth in the Site License Agreement (the “**Agreement**”); and

**WHEREAS**, Licensee has requested permission of the City to enter onto certain real property and/or right-of-way belonging to the City for the purpose of installing, maintaining and operating the EVSE, all as described in the Agreement, which is the subject of this ordinance; and

**WHEREAS**, Licensee desires a license to use such real property belonging to the City for the installation, maintenance, use and operation of the EVSE.

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

**Section 1.** Approving Encroachment License Agreement. The City Council does hereby find and determine that Kansas City Power & Light Company (the “**Licensee**”) has properly requested permission to install, maintain, use, operate and, if necessary or otherwise called upon, to subsequently remove at the sole cost and expense of the Licensee, the EVSE upon and under City property in accordance with the Agreement. A copy of said Site License Agreement is attached hereto, marked “**Exhibit 1**” and is incorporated herein by reference.

**Section 2.** Authorization of Agreement. The City Council hereby authorizes the City to enter into the Agreement with the Licensee, regarding the license to use certain City property and/or right-of-way, which Agreement shall be in substantially the form of Exhibit 1. The terms and provisions of the Agreement referred to in Section 1 hereof are hereby approved and adopted by the City Council of the City of North Kansas City, Missouri, on behalf of said City. The Mayor is hereby authorized and directed to execute the Site License Agreement on behalf of the City of North Kansas City, Missouri.

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

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

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

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

**PASSED** this 19<sup>th</sup> day of March, 2019.

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Don Stielow, *Mayor*

ATTEST:

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Crystal, Doss, *City Clerk*

**APPROVED** this 19<sup>th</sup> day of March, 2019.

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Don Stielow, *Mayor*

**APPROVED AS TO FORM:**

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Anthony W. Bologna, *City Attorney*

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



# **EXHIBIT “1”**

## SITE LICENSE AGREEMENT

THIS SITE LICENSE AGREEMENT (“*Agreement*”) is entered into effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019 (“*Effective Date*”) between Kansas City Power & Light Company (“*KCP&L*”), a Missouri Corporation, with a mailing address at 1200 Main Street, Kansas City, Missouri 64105 and the City of North Kansas City, Missouri, a third class city, municipal corporation and political subdivision of the State of Missouri, with a mailing address at 2010 Howell, North Kansas City, Missouri 64116 (“*Host*”). KCP&L and the Host are each a “*Party*” and are collectively the “*Parties*”.

WHEREAS, Host is the owner of that certain property legally described and depicted on Exhibit A (the “*Site*”);

WHEREAS, KCP&L desires to install and operate three (3) Level Two Electric Vehicle Supply Equipment station(s) (together with all related utilities and accessories, the “*EVSE*”) in the location(s) shown on the Site Plan on Exhibit B pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, conditions and agreements set forth herein, KCP&L and Host agree as follows:

1. License. Host hereby grants to KCP&L a license to install and operate the EVSE station in the location(s) within the Site shown on Exhibit B in accordance with and subject to the terms and conditions of this Agreement. The EVSE shall include a vehicle charging station and related signage. KCP&L (or its affiliates) shall (a) at no cost to Host, install all necessary electrical service, connections and equipment to serve the EVSE, and (b) provide all necessary electric utility services to Host at the EVSE. Host agrees to take reasonable actions to assist KCP&L with the installation of the EVSE. KCP&L must, however, obtain all appropriate permits, including those from the City of North Kansas City, Missouri, prior to commencing any construction work on the Site. Upon completion of installation of the EVSE, Host understands and acknowledges that ownership of the EVSE shall remain with KCP&L.

2. Consumption Costs. The responsibility for the payment of kilowatt-hour (kWh) energy charge shall be as follows (check the box that applies; if no box is checked, it is Host Responsibility):

A. Host Responsibility (check here): \_\_\_\_\_ The Host pays the kilowatt-hour (kWh) charge assessed by KCP&L. That charge, which is not regulated by the Missouri Public Service Commission at this time, is currently \$0.20/kWh for Level 2. KCP&L reserves the right to change this charge at any time and will advise Host in advance of any such change.

B. User Responsibility (check here):  The EVSE charging station user pays the kilowatt-hour (kWh) charge assessed by KCP&L. That charge, which is not regulated by the Missouri Public Service Commission at this time, is currently \$0.20/kWh for Level 2. KCP&L reserves the right to change this charge at any time and will advise Host in advance of any such change.

During the Term, the Host shall have the right to change the above election (to the alternative option) upon 30 days’ prior written notice to KCP&L. Host represents and warrants that it will not charge any third party for the consumption or usage of said power, electrical and/or usage costs at any time during the Term of this Agreement.

3. Access. Host shall provide KCP&L access to and sufficient space for locating the EVSE at the locations shown on the Site Plan, and also agrees to provide governmental authorities access to the

EVSE for any inspections and installation of monitoring hardware and/or software on the EVSE as necessary for KCP&L to fulfill its reporting requirements to regulatory entities. Host will allow potential end users access to the area where the EVSE is located in the same manner that it grants non-end users access to the area.

4. Operation. KCP&L shall operate the EVSE in accordance with commercially reasonable practices. However, uninterrupted service is not guaranteed, and KCP&L may interrupt service when necessary to ensure safety or to perform maintenance. If any governmental license or permit shall be required for the proper and lawful use of the EVSE, KCP&L, at its sole cost and expense, shall obtain and thereafter maintain the same and shall comply with all of the terms and conditions thereof. KCP&L shall promptly deliver copies of all such licenses and permits to Host.

Hours of Operation; Demand Response Procedures. Except as otherwise provided herein, the EVSE shall be operated by KCP&L for up to 24 hours each day and made available to the general public. Further, Host acknowledges and agrees that KCP&L will be utilizing "Demand Response" ("DR") procedures. The EVSE will display a message notifying the consumer of the various DR application scenarios. Host acknowledges and understands that KCP&L utilizes such Demand Response options to optimize usage at peak times, which could result in temporarily disabling the EVSE from electrical output or consumption during the Term of this Agreement. Host shall not charge KCP&L or any other party rent or any other fees to use the Site during the Term of this Agreement.

5. Consent; Permits. KCP&L shall not install the EVSE, including any utility service, equipment or accessories or, after the installation thereof, alter the EVSE or any of its components in any manner that requires architectural or engineering plans without first obtaining Host's prior written approval (which shall not be unreasonably withheld, conditioned or delayed) of the architectural and engineering plans and specifications therefore. KCP&L shall not install the EVSE or any utility service, equipment or accessories until all required municipal and other governmental permits and authorizations have been obtained by KCP&L. KCP&L shall, at its expense, install, construct, maintain, operate, use and remove the EVSE on a lien-free basis and in such a manner as will not otherwise interfere with any other operations of Host, or endanger any persons or property within the City of North Kansas City, Missouri. Such plans, specifications installation, construction, maintenance, operation, use and removal of the EVSE shall be in accordance with (a) applicable laws, codes, regulations, ordinances and other requirements of federal, state and local governmental authorities; and (b) all requirements and regulations of the City of North Kansas City, present and future. Any change to the character, capacity or use of the Site by KCP&L shall require execution of a new agreement or an appropriate amendment to this Agreement.

6. Marketing. The parties understand and agree that the EVSE will be KCP&L-branded. KCP&L may publish and promote the locations of the Sites throughout the Term of the Agreement. Host's name may also be used in the initial launch of the program. Thereafter, neither party will make any press release or otherwise formally publicize the EVSE on the Site without first obtaining formal written approval from the other party. KCP&L has created marketing material which includes but is not limited to logos, stickers, decals and signage made a part of equipment purchased or infrastructure established; printed materials and other marketing and/or outreach materials, activities, and websites. KCP&L has logo usage and publicity standards that can be shared with host for their review. With respect to any marketing efforts including but not limited to logos, stickers, decals or signage made a part of equipment purchased or infrastructure established; or any printed materials or other marketing and/or outreach materials, activities, or websites created by Host under this Agreement, Host agrees to submit in advance any such marketing effort to review and approval by KCP&L, which approval shall not be unreasonably withheld, conditioned or delayed as outlined by the logo usage and publicity standards provided by KCP&L.

7. Maintenance and Repair. KCP&L shall maintain the EVSE in good working condition ordinary wear and tear excepted during the Term of this Agreement. Host shall maintain the common area improvements immediately surrounding the EVSE in good condition ordinary wear and tear excepted and will promptly notify KCP&L of any problems it is aware of related to the EVSE. Such maintenance by Host of the immediately surrounding common areas shall include, but not be limited to, pavement maintenance and snow removal services. KCP&L shall comply with all applicable laws, statutes, regulations, and rules of federal, state and local authorities having jurisdiction. In the event of concurrent jurisdiction of any federal, state, and/or local authority(ies), KCP&L shall comply with the more restrictive requirements.

8. Term and Termination. This Agreement shall commence on the Effective Date and continue in effect through December 31, 2029 (“*Term*”); provided, however, both KCP&L and Host have the right to terminate this Agreement at any time by delivering written notice of such election to the other Party, in which case the Agreement shall terminate on the date that is 10 days after such party’s receipt of the termination notice. If Host terminates without cause, Host shall pay reasonable costs to remove the EVSE. If KCP&L fails to perform any of its obligations or comply with any of the other terms and conditions of this Agreement and such failure continues for a period of 15 days after receipt of written notice from Host, Host may immediately terminate the Agreement by delivering written notice to KCP&L. Upon the expiration or termination of this Agreement, KCP&L will remove the EVSE at KCP&L’s cost and expense and restore the portions of the Site on which the EVSE was installed to a condition similar to the Site on which the same was installed prior to installation of the EVSE ordinary wear and tear excepted.

9. Requirements of KCP&L. At all times, KCP&L shall assure that the Site and the EVSE shall, at a minimum: (a) not in any way adversely affect any utility or sewer system or any other public works activities or projects; (b) not affect the property of any third parties, as well as other property of Host; (c) not cause any erosion or sedimentation; (d) be maintained in a safe and secure condition; (e) not inhibit movement along other property and right-of-way owned or controlled by Host; (f) not in any way adversely affect any underground line or utility; and (g) not be a threat to public safety.

10. Liens. Host represents and warrants that (a) Host is the fee simple owner of the Site and has good and marketable title to the Site and (b) the contents and terms of this Agreement are not in violation of any other agreement entered into by Host with any other party. Neither party will allow any liens or encumbrances to be placed on the EVSE or the Site. If any liens are placed on or filed against the EVSE, or the Site as a result of any work or materials contracted by or on behalf of either party hereto, said party shall cause the lien to be released of record within 15 days after the filing thereof. Nothing in this Agreement shall be construed as empowering either party to encumber or cause to be encumbered the title or interest of Host to the Site nor KCP&L to the EVSE in any manner. Each party shall indemnify the other party against, and hold the other party harmless from, any and all loss, damage, claims, liabilities, judgments, interest, costs, expenses, and attorney fees arising out of the filing of any such lien that is in violation of this section. In addition, KCP&L shall be liable for all taxes levied or assessed against the Site for the EVSE and/or its use and any other equipment or other property placed by KCP&L within or upon the Site. In the event that any such lien shall attach to the Site because of KCP&L or KCP&L shall fail to pay such taxes, then, in addition to any other right or remedy available to Host, Host may, but shall not be obligated to, discharge the same. Any amount paid by Host for any of the aforesaid purposes, together with related court costs, attorneys’ fees, fines and penalties shall be paid by KCP&L to Host within ten (10) days after Host’s demand therefor.

11. Insurance. Each party agrees that it will at all times during the term hereof, at its own expense, procure, maintain and keep in force insurance with an insurance company authorized to transact business in the State of Missouri, a commercial general liability insurance policy covering: (a) the operation and use of the EVSE (in the case of KCP&L) and (b) the operation and use of the Site (in the case of Host),

in each case affording protection in an amount of not less than One Million Dollars (\$1,000,000.00) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate for injury to or death of one or more persons. The policy must include customary coverages for liability arising from premises, operations, independent contractors and liability assumed under an insured contract. The policy shall name the other party hereto (including said party's parent, affiliates, subsidiaries, officers, directors, employees, agents and assigns) as additional insureds whereby neither party may cancel or reduce the insurance without first giving the other party hereto at least 30 days prior written notice. Each party further covenants to deposit with the other party a certificate of such insurance and the certificate of each such renewal policy complying with the terms of this Agreement.

Further, unless third-party insurance coverage is required by applicable law, both parties shall have the right to self-insure against perils and liabilities for which it would otherwise be required to obtain insurance under the terms of this Agreement. If a party elects to self-insure against certain perils and/or liabilities against which it would otherwise be required to obtain a policy of insurance under this Agreement, then for purposes of this Agreement, such party shall be deemed to hold insurance against such perils and/or liabilities in the minimum amounts of insurance which such party is otherwise required to maintain under the terms of this Agreement. By so electing, such party shall be deemed to be self-insuring against the perils and/or liabilities that are the subject of such claims.

12. Indemnification. KCP&L shall be liable for, and shall indemnify, defend and hold Host harmless from, any and all liabilities, claims, demands, administrative proceedings, orders, judgments, assessments, fines, penalties, costs and lawsuits, of whatever nature (collectively, "**Liabilities**"), arising out of the negligent, willful or intentional acts or omissions of KCP&L, its express agents, contractors or employees at the Site during the Term of this Agreement and/or a breach of any of the representations, warranties, covenants or the terms of this Agreement. Host shall be liable for, and shall indemnify, defend and hold KCP&L harmless from any and all Liabilities arising out of the negligent, willful or intentional acts or omissions of Host, its agents, contractors, subcontractors or employees at the Site during the Term of this Agreement and/or a breach of any of the representations, warranties, covenants or the terms of this Agreement. Notwithstanding the foregoing, neither party shall be liable for or be required to indemnify, defend or hold the other party harmless to the extent of any Liabilities that are caused by the negligent, willful or intentional acts or omissions of the other party hereto.

13. No Consequential Damages. Except for indemnification obligations to third parties as set forth in Section 14 of this Agreement, neither party shall be liable to the other party for any special, incidental, consequential, punitive or indirect damages or loss of profit or business interruption damages whatsoever.

14. Performance. Performance under this Agreement is subject to all valid laws, rules and regulations of courts or regulatory bodies having jurisdiction.

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

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

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

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

Host shall exercise its rights under this Section 16 in such fashion as to minimize interference with KCP&L's operation of the EVSE.

16. Casualty. If all or any portion of the EVSE on the Site are damaged or destroyed by fire or other casualty which materially and adversely affects the operation of the EVSE (any, a "*Casualty*"), Host shall have the right to terminate the Agreement by written notice to KCP&L in which event the Agreement shall terminate on the date that is 10 days after the date of Host's termination notice and KCP&L shall remove the EVSE from the Site, at KCP&L's sole cost and expense. In the event of any Casualty which materially and adversely affects the operation of the EVSE, KCP&L shall have the right to terminate the Agreement by written notice to Host within 14 days after the Casualty, in which event the Agreement shall terminate on the date that is 10 days after the date of KCP&L's termination notice and KCP&L shall remove the EVSE from the Site, at KCP&L's sole cost and expense.

17. Assignment. This Agreement and the rights conferred hereunder shall not be assigned by either party except with the prior written consent of the other party in each instance, and such consent shall not be unreasonably withheld, conditioned or delayed.

18. Entire Agreement. This Agreement and the exhibits attached hereto contains the entire agreement of the parties. No term or provision of this Agreement may be modified, amended, changed, or waived, temporarily or permanently, except, in the case of modifications, changes and amendments, pursuant to the written consent of both parties to this Agreement, and in the case of waivers, pursuant to the written consent of the waiving party.

19. No Partnership. This Agreement shall not be construed as creating a partnership, joint venture, agency relationship, franchise or association, nor shall this Agreement render KCP&L and Host liable as partners, co-venturers or principals.

20. Governing Law. This Agreement shall be governed by the laws of the State of Missouri

21. Counterparts. This Agreement may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument. Facsimile and digital electronic signatures shall constitute original signatures for purposes of this Agreement.

22. Notice. Any and all notices shall be in writing and addressed to the parties at the addresses specified below or such other addresses as either party may direct by notice given in accordance with this section, and shall be delivered in one of the following manners: (i) by personal delivery, in which case notice shall be deemed to have been duly given when delivered; (ii) by certified mail, return receipt requested, with postage prepaid, in which case notice shall be deemed to have been duly given on the date indicated on the return receipt; or (iii) by reputable delivery service (including by way of example and not limitation Federal Express, UPS and DHL) which makes a record of the date and time of delivery, in which case notice shall be deemed to have been duly given on the date indicated on the delivery service's record of delivery.

If to KCP&L:

Kansas City Power & Light Company  
Attn: Wendy Marine  
One Kansas City Place  
1200 Main Street  
Kansas City, Missouri 64105  
Email Address: wendy.marine@kcpl.com

If to Host:

City of North Kansas City, Missouri  
Attn: Eric Berlin  
2010 Howell  
North Kansas City, Missouri 64116  
Email Address: eberlin@nkc.org

23. Headings. Section headings herein have been inserted for reference only and shall not be deemed to limit or otherwise affect, in any manner, or be deemed to interpret in whole or in part any of the terms or provisions of this Agreement.

(Remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto execute this Agreement agreeing to be bound by the terms herein as of the date first above written.

**KCP&L**

Kansas City Power & Light Company

**Reviewed By Counsel**

*PJV 3/13/19*

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By: \_\_\_\_\_

Print Name: Kimberly Winslow

Title: Director – Energy Solutions

**HOST:**

CITY OF NORTH KANSAS CITY, MISSOURI

By: \_\_\_\_\_

Print Name: Don Stielow

Title: Mayor



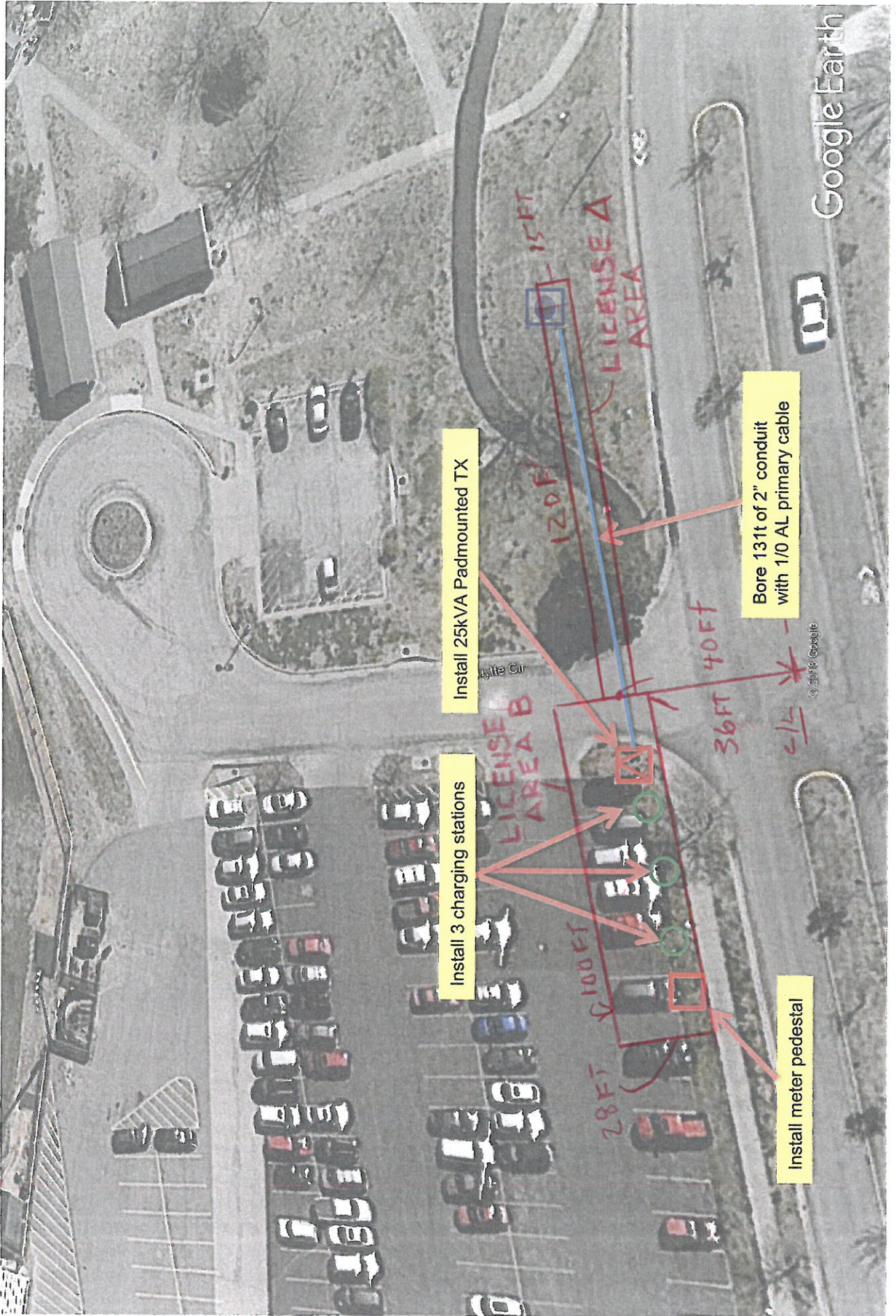
## **EXHIBIT A**

### **Legal Description of Site**

**License Area A.** Commencing at a point of intersection of the centerline of Clark Ferguson Road and centerline of Spruytte Circle northerly a distance of 40-feet to the point of true beginning for a 15-foot wide area that is the subject of this License Agreement with the centerline thereof described as follows: Commencing easterly from said point of beginning along a line that is the center of the KCPL transformer pad a distance of 120-feet.

**License Area B.** Commencing at a point at the intersection of the centerline of Clark Ferguson Road and centerline of Spruytte Circle, northerly a distance of 36-feet to the point of true beginning; thence westerly parallel to the north right-of-way line of Clark Ferguson Road a distance of 100-feet; thence at a right angle northerly a distance of 28-feet; thence at a right angle easterly a distance of 100-feet; thence at a right angle southerly to the point of beginning.

# Mackenpark (loc.1)-Clark Ferguson Rd., NKC



## MEMORANDUM

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TO: Mayor and City Council

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

cc: Eric Berlin, *City Administrator*

RE: *Appointment of Municipal Judge for Two Year Term and Approval of Contract*

DATE: March 19, 2019

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The position of municipal judge in the City of North Kansas City, Missouri (the “**City**”) is appointive and is for a period of two years. See, § 2.36.040, CODE OF THE CITY OF NORTH KANSAS CITY, MISSOURI (the “**City Code**”). As provided in § 2.36.030 of the City Code, the Mayor is to appoint the municipal court judge, which is subject to the approval of the City Council. The Mayor has reappointed Steven R. Fuller to serve an additional two-year term as municipal judge of the City, with the term to begin on April 17, 2019, and end on April 20, 2021. As part of the appointment and approval process by the City, the City also considers a contract with the municipal judge, establishing certain terms including, but not limited to, pay, job description and other requirements of the position.

Under the proposed new contract with Judge Fuller, his compensation for services rendered to the City will not increase during this two-year term. He is presently paid \$20,000 per year. If the attached ordinance is passed by the City Council, (1) the municipal judge will be appointed for a two year term; (2) he would be an independent contractor of the City; and (3) he would receive compensation in the amount of \$20,000 per year—payable in equal monthly installments. The municipal judge has executed the contract that is the subject of the pending ordinance.

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

**AN ORDINANCE APPROVING APPOINTMENT OF STEVEN R. FULLER AS MUNICIPAL JUDGE AND ADOPTING A CONTRACT BY AND BETWEEN THE CITY OF NORTH KANSAS CITY, MISSOURI, AND STEVEN R. FULLER FOR PROFESSIONAL LEGAL SERVICES TO SERVE AS MUNICIPAL JUDGE OF THE CITY.**

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

**WHEREAS**, the City has a municipal court over which the City’s municipal judge presides; and

**WHEREAS**, Steven R. Fuller, a licensed lawyer in the State of Missouri, is qualified to serve, and is currently serving as the City’s municipal court judge; and

**WHEREAS**, the City desires to enter into a Contract to Provide Services as Municipal Judge (the “**Agreement**”) with Steven R. Fuller.

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

***Section 1.*** Appointment by the Mayor. As provided in § 2.36.030 of the Code of the City of North Kansas City, Missouri, the Mayor is to appoint the municipal court judge, which appointment is subject to the approval of the City Council. The Mayor has appointed Steven R. Fuller to serve an additional two-year term as municipal judge of the City, with the term commencing on the 17<sup>th</sup> day of April, 2019, and ending on the 20<sup>th</sup> day of April, 2021. The passage of this ordinance will constitute the City Council’s approval of the appointment of Steven R. Fuller as the City’s municipal judge by the mayor.

***Section 2.*** Authorization of Agreement. The City Council does hereby further find and determine that it is in the best interests of the City of North Kansas City, Missouri, to enter into the Agreement with Steven R. Fuller for professional legal services to serve as the judge of the municipal court in the City of North Kansas City, Missouri, as more fully described in the Agreement. A copy of the Agreement is attached hereto, marked “**Exhibit 1**” and is incorporated herein by reference. The provisions of the Agreement are hereby approved and adopted by the City Council of the City of North Kansas City, Missouri. The Mayor and the City Clerk are hereby authorized and directed to execute the Agreement on behalf of the City of North Kansas City, Missouri. The City Council hereby authorizes the City to enter into the Agreement with Steven R. Fuller for the purposes described in the Agreement. The City is authorized and directed to make the payments contemplated by and described in the Agreement.

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

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

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

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

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

**PASSED** this 19<sup>th</sup> day of March, 2019.

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

ATTEST:

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

**APPROVED** this 19<sup>th</sup> day of March, 2019.

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

**APPROVED AS TO FORM:**

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

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

# **EXHIBIT “1”**

## CONTRACT TO PROVIDE SERVICES AS MUNICIPAL JUDGE

**THIS CONTRACT TO PROVIDE SERVICES AS MUNICIPAL JUDGE** (this “**Agreement**”) made this \_\_\_\_\_ day of March, 2019, by and between the CITY OF NORTH KANSAS CITY, MISSOURI, a third class city and public corporate body in the State of Missouri, 2010 Howell, North Kansas City, Missouri (the “**City**”), and STEVEN R. FULLER, 4030 N.W. Claymont Drive, Kansas City, Missouri (the “**Municipal Judge**”).

**WHEREAS**, the City desires to continue the services of the Municipal Judge to preside over and otherwise handle the affairs of the City’s municipal court; and

**WHEREAS**, the Municipal Judge is licensed to practice law in the State of Missouri, has experience in the handling of cases in municipal court, and is otherwise qualified to preside over the City’s municipal court.

**NOW, THEREFORE**, in consideration of the premises and the mutual agreements contained herein, the parties agree as follows:

SECTION 1. *Purpose of Appointment.* The City hereby appoints the Municipal Judge to serve as the judge in the City’s municipal court in the Seventh Judicial Circuit of Missouri. In addition to presiding over and handling all matters before the municipal court, the Municipal Judge shall also (a) handle all necessary arraignments in a timely manner; (b) conduct video arraignments of prisoners two days per week; (c) follow directions from the presiding judge of the Seventh Judicial Circuit; (d) prepare any and all reports required by law in a timely manner; (e) keep a docket; (f) establish and maintain a traffic violations bureau; (g) administer oaths and enforce due obedience to all orders, rules and judgments; (h) make and adopt rules of practice and procedure; and (i) perform such other functions as may be required of a municipal court judge by the laws of the State of Missouri and the ordinances of the City of North Kansas City, Missouri.

SECTION 2. *Acceptance of Appointment.* The Municipal Judge accepts the appointment as the municipal court judge of the City and agrees to render to the best of the Municipal Judge’s ability the services described above in Section 1 during the continuance of this Agreement.

SECTION 3. *Compensation of Municipal Judge.* As compensation in full for all services to be rendered by the Municipal Judge under and pursuant to this Agreement, the City shall pay to the Municipal Judge for the Municipal Judge’s services the sum of Twenty Thousand and No/100 Dollars (\$20,000) per year payable in equal monthly installments of One Thousand Six Hundred Sixty-six and 66/100 Dollars (\$1,666.66) each.

SECTION 4. Term of Office. This Agreement commences April 17, 2019, and expires with the end of the Municipal Judge's term of office, which shall be April 20, 2021, or at such earlier date as the office stands vacated.

SECTION 5. Costs and Expenses. In addition to the compensation to be paid to the Municipal Judge under Section 3 hereof, the City will also be responsible for and shall pay all reasonable costs and expenses necessarily arising in the course of the Municipal Judge's handling cases for the City. The Municipal Judge shall provide the City with an itemized billing statement for all such costs and expenses. Moreover, the Municipal Judge shall be paid an annual sum of Two Thousand Seven Hundred Dollars (\$2,700.00) for a car allowance. The car allowance payments shall be made monthly, but neither the payments nor this Agreement shall make the City the owner, bailee, or lessee of such automobile, nor shall the City be responsible for any damage to the automobile. The Municipal Judge shall be responsible for all costs of purchase, operation, maintenance, repair, insurance, and replacement of said automobile.

SECTION 6. Professional Development. The City agrees to pay the registration fee, travel and subsistence expenses of the Municipal Judge for his annual attendance at the MACA Conference. Reasonable expenses shall be reimbursed by the City and shall include, but not be limited to, registration fees, hotel/motel accommodations, transportation costs (mileage if more than 100 miles from the City), and meals.

SECTION 7. Unavailability of Municipal Judge. Whenever the Municipal Judge is unavailable to handle any of the aforesaid responsibilities on behalf of the City, the Municipal Judge shall make arrangements with another municipal judge in the Seventh Judicial Circuit, licensed to practice law in the State of Missouri, to temporarily handle such matters on the Municipal Judge's behalf. The City shall retain the right to reject any such temporary replacement. It shall be the responsibility of the Municipal Judge to see that such temporary replacement is compensated, out of the Municipal Judge's compensation hereunder, for services performed.

SECTION 8. Independent Contractor. In performing the services herein specified, the Municipal Judge is acting as an independent contractor, and shall not be considered an employee of the City. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. Each party shall be liable for its own debts, obligations, acts and omissions. Each party shall, with respect to its employees and independent contractors, be solely responsible for payment of all applicable compensation, wages, taxes, withholdings, fringe benefits, and contributions to insurance, pensions, worker's compensation and other withholdings and benefits.



SECTION 9. Compliance with Law. In performing their duties pursuant to this Agreement, both parties shall act in compliance with all applicable federal, state and local laws, rules and regulations. This Agreement in no way diminishes the Municipal Judge's accountability, as a Municipal Court Judge, to the Presiding Judge of the Seventh Judicial Circuit in the State of Missouri.

SECTION 10. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

SECTION 11. Modification of Agreement. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if in writing and signed by each party or an authorized representative of each party.

SECTION 12. Assignment of Rights. The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

SECTION 13. Notices. Any notice provided for or concerning this Agreement shall be in writing, and deemed sufficiently given when sent by certified or registered mail to the address hereinabove set forth.

SECTION 14. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Missouri.

SECTION 15. Paragraph Headings. The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

**IN WITNESS WHEREOF**, each party to this Agreement has caused it to be executed on the date indicated below.

(Signatures appear on following page)

CITY OF NORTH KANSAS CITY, MISSOURI

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

By: \_\_\_\_\_

Don Stielow, *Mayor*

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

By: \_\_\_\_\_

Steven R. Fuller, *Municipal Judge*

**BILL NO. 7838**

**ORDINANCE NO. 9185**

**AN ORDINANCE AUTHORIZING PAYMENT FOR CERTAIN ACCOUNTS  
DUE AND PAYABLE BY THE CITY THROUGH MARCH 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	167,166.25
B. Payroll Transfers	389,435.70
C. Transportation Sales Tax	140,796.57
D. Convention & Tourism	35,531.00
E. Gaming Fund	263,995.16
F. Community Center	9,734.00
G. Water Fund	21,360.06
H. Sewerage System Fund	1,789.59
I. Pension Fund	—
J. Northgate Capital Project	325.00
K. Health Fund	233.96
L. Communications Fund	945.00
	<hr/>
	\$ 1,031,312.29
	<hr/> <hr/>

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

**PASSED this 19th day of March, 2019**

\_\_\_\_\_  
*Mayor*

**APPROVED this 19th day of March, 2019**

\_\_\_\_\_  
*Mayor*

**ATTEST:**

\_\_\_\_\_  
*City Clerk*

\_\_\_\_\_  
*Treasurer*

## PAYMENT ORDINANCE DETAIL FOR MARCH 15, 2019

	VISA WIRE	CHECK/DRAFT	TOTAL
GENERAL FUND	\$ -	167,166.25	167,166.25
PARKS & RECREATION	-	15,901.32	15,901.32
LIBRARY	-	8,614.94	8,614.94
TRANSPORTATION	-	140,796.57	140,796.57
CONVENTION & TOURISM	-	35,531.00	35,531.00
GAMING FUND	-	263,995.16	263,995.16
NORTHGATE CAPITAL PROJECT	-	325.00	325.00
HEALTH FUND	-	233.96	233.96
WATER	-	21,360.06	21,360.06
SEWER	-	1,789.59	1,789.59
COMMUNITY CENTER	-	9,734.00	9,734.00
COMMUNICATIONS FUND	-	945.00	945.00
PENSION	-	—	—
<b>REPORT SUB-TOTAL</b>	<b>\$ -</b>	<b>\$ 666,392.85</b>	<b>\$ 666,392.85</b>

**PAYROLL TRANSFERS THROUGH MARCH 15, 2019** 389,435.70

**Total Payments** **\$ 1,055,828.55**

Less Parks & Library (24,516.26)

**ORDINANCE TOTAL** **\$ 1,031,312.29**



# Expense Approval Report By Segment (Select Below)

Payment Dates 03/06/2019 - 03/20/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Marc E. Caron	120798384	01/22/2019	Bond Return Cit# 120798384	10-2430	218.50
KANSAS CITY MUNICIPAL COU	20599/R00000282	01/23/2019	REED, RAYFORD KC832678855	10-2101	500.00
KANSAS CITY MUNICIPAL COU	20596/R00000283	01/23/2019	JUSTICE, JENNIFER KC161103	10-2101	15.00
KANSAS CITY MUNICIPAL COU	20605/R00000280	01/23/2019	JUSTICE, JENNIFER KC161103	10-2101	15.00
MO DEPT SALES TAX	FEBRUARY 2019	02/28/2019	FEBRUARY 2019 SALES TAXES	60-2050	12,701.81
JAN GALL	R0009824668A	02/28/2019	AFLAC REIMBURSEMENT	10-2430	38.97
CRYSTAL DOSS	R009824668B	02/28/2019	AFLAC REIMBURSEMENT	10-2430	17.49
PAMELA R LINDER	R009874800	02/28/2019	AFLAC REIMBURSEMENT	10-2430	19.37
Nancy L Ellis	061987854	03/01/2019	BOND RETURN	10-2430	80.00
Edward L Patterson	190084662	03/01/2019	BOND RETURN	10-2430	500.00
Jeremiah D. Foster	120795698-2	03/04/2019	BOND RETURN	10-2430	400.00
EMMY THOMAS	660423	03/04/2019	SENIOR TRIP REFUND FOR MY	20-4664	90.00
USBANK - INSTITUTIONAL T	INV0000661	03/06/2019	P&F PENSION POLICE-EE	10-2251	2,902.50
USBANK - INSTITUTIONAL T	INV0000661	03/06/2019	P&F PENSION FIRE-EE	10-2251	3,890.95
CITY OF NORTH KANSAS CITY	INV0000662	03/06/2019	FLEX DC	10-2266	499.98
CITY OF NORTH KANSAS CITY	INV0000662	03/06/2019	FLEX MEDICAL	10-2267	882.36
CITY OF NORTH KANSAS CITY	INV0000662	03/06/2019	FLEX MEDICAL	20-2267	95.00
CITY OF NORTH KANSAS CITY	INV0000662	03/06/2019	FLEX MEDICAL	21-2267	122.73
CITY OF NORTH KANSAS CITY	INV0000662	03/06/2019	FLEX MEDICAL	22-2267	38.46
CITY OF NORTH KANSAS CITY	INV0000662	03/06/2019	FLEX MEDICAL	60-2267	150.00
VOYA 457	3-8-2019 PR	03/06/2019	VOYA 457	10-2253	2,448.33
VOYA 457	3-8-2019 PR	03/06/2019	VOYA 457	20-2253	25.00
VOYA 457	3-8-2019 PR	03/06/2019	VOYA 457	21-2253	42.84
VOYA 457	3-8-2019 PR	03/06/2019	VOYA 457	22-2253	109.13
VOYA 457	3-8-2019 PR	03/06/2019	VOYA 457	60-2253	72.76
NATIONWIDE 457	3-8-2019 PR	03/06/2019	NATIONWIDE 457	10-2250	3,160.23
NATIONWIDE 457	3-8-2019 PR	03/06/2019	NATIONWIDE 457	10-2258	1,018.00
ICMA - RC RETIREMENT COM	3-8-2019 PR	03/06/2019	ICMA - EE	10-2252	9,350.41
ICMA - RC RETIREMENT COM	3-8-2019 PR	03/06/2019	ICMA - EE	10-2259	758.12
ICMA - RC RETIREMENT COM	3-8-2019 PR	03/06/2019	ICMA - EE	20-2252	261.02
ICMA - RC RETIREMENT COM	3-8-2019 PR	03/06/2019	ICMA - EE	21-2252	82.97
ICMA - RC RETIREMENT COM	3-8-2019 PR	03/06/2019	ICMA - EE	22-2252	313.56
ICMA - RC RETIREMENT COM	3-8-2019 PR	03/06/2019	ICMA	22-2259	40.05
ICMA - RC RETIREMENT COM	3-8-2019 PR	03/06/2019	ICMA - EE	60-2252	589.54
ICMA - RC RETIREMENT COM	3-8-2019 PR	03/06/2019	DEFERRED COMP	61-2252	185.60
ROY A MURRAY	120794825	03/07/2019	BOND RETURN	10-2430	275.00
NICHOLAS WHORTON	190083154	03/07/2019	BOND RETURN	10-2430	400.00
TYRONE SESSOMS	30103	03/07/2019	BOND RETURN	10-2430	960.00
BREEANA HUMPHREY	P33710	03/07/2019	BOND RETURN	10-2430	60.00
MISSOURI STATE TREASURER	091217	03/08/2019	UNCLAIMED PROPERTY SOLD	10-2430	305.00
GLADSTONE MUNICIPAL COU	20628/R3383	03/08/2019	Bauer, Deann GL 18-0974	10-2101	250.00
GLADSTONE MUNICIPAL COU	20630/r3384	03/08/2019	Mallin, Rachel gl 17-0508	10-2101	175.00
GLADSTONE MUNICIPAL COU	20642/R3385	03/08/2019	Groves, Tyler GL 18-1665	10-2101	240.00
PLEASANT VALLEY MUNICIPAL	20643/R3386	03/08/2019	Groves, Tyler W170818978	10-2101	83.00
RICKY THURMAN	120794995	03/13/2019	Bond Return 120794995	10-2430	110.00
ANJELA PAYNE	120795281	03/13/2019	Bond Return 120795281	10-2430	25.00
EMILY A ASHBY	120795458	03/13/2019	Bond Return	10-2430	25.00
JANINE HOGAN	660403	03/13/2019	Bldg Rental Deposit Refund	20-4660	100.00
MARK PICKEREL	660545	03/13/2019	REFUND FOR MEN'S WEDNES	20-4663	400.00
CAROLYN FILLINGHAM	660546	03/13/2019	WELCOME SIGN CLASS REFUN	20-4663	35.00
JENNIFER TURNER	660547	03/13/2019	WELCOME SIGN CLASS REFUN	20-4663	35.00
SONJA L ALLEN	G18575	03/13/2019	Bond Return G18575	10-2430	1,000.00
SOPHAI BINDER	660461	03/13/2019	Refund for Kid Pitch Baseball	20-4663	71.25
CHRISTOPHER B CARGILL	120795943	03/13/2019	Bond Return 120795943	10-2430	100.00

## Expense Approval Report

Payment Dates: 03/06/2019 - 03/20/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MARCELA FLYNN	660501	03/13/2019	Bldg Rental Deposit Refund	20-4661	40.00
APPLIED INDUSTRIAL TECHNO	INV0000677	03/14/2019	APPLIED INDUSTRIAL TECHNO	10-2427	6,001.50
					<b>52,326.43</b>
<b>Department: 505 - ADMINISTRATION</b>					
COMPLETE OFFICE SOLUTION	WO-3434	02/25/2019	CEL-43R CERTIFIED MAIL FOR	10-505-7001	199.50
WILLIAM JEWELL COLLEGE	022119	02/28/2019	DONIPHAN LEADERSHIP INSTI	10-505-5426	1,900.00
LIFE INSURANCE CO OF NORT	INV0000656	03/04/2019	ADMIN - CLASS 2	10-505-5300	387.54
BLUE CROSS BLUE SHIELD OF	INV0000658	03/04/2019	PCA INVOICE	10-505-5310	506.00
SAM'S CLUB	2430869366	03/05/2019	COURT/IT BREAKROOM REFRI	10-505-7001	219.98
OFFICE DEPOT INC	275243932001	03/05/2019	OFFICE SUPPLIES	10-505-7001	819.39
OFFICE DEPOT INC	276955862001	03/05/2019	OFFICE SUPPLIES	10-505-7001	100.16
OFFICE DEPOT INC	277000435001	03/05/2019	OFFICE SUPPLIES	10-505-7001	19.09
OFFICE DEPOT INC	280406054001	03/05/2019	OFFICE SUPPLIES	10-505-7001	29.87
NORTH KANSAS CITY BUS CO	53555	03/05/2019	DON STIELOW AND BILL SAND	10-505-5427	44.00
SHOCKEY CONSULTING SERVI	78001.01	03/05/2019	PLANNING SESSION	10-505-6090	8,044.86
VOYA 457	3-8-2019 PR	03/06/2019	VOYA 457	10-505-5210	131.52
ICMA - RC RETIREMENT COM	3-8-2019 PR	03/06/2019	DEFERRED COMP	10-505-5210	692.82
M.A.R.C.	D-I-0003131	03/08/2019	ANNUAL DUES	10-505-6220	3,072.00
BLUE CROSS BLUE SHIELD OF	INV0000671	03/12/2019	PCA INVOICE	10-505-5310	729.92
<b>Department 505 - ADMINISTRATION Total:</b>					<b>16,896.65</b>
<b>Department: 506 - MUNICIPAL COURT</b>					
LIFE INSURANCE CO OF NORT	INV0000656	03/04/2019	COURT - CLASS 2	10-506-5300	41.91
<b>Department 506 - MUNICIPAL COURT Total:</b>					<b>41.91</b>
<b>Department: 507 - ECONOMIC DEVELOPMENT</b>					
KANSAS CITY AREA DEV COUN	20279	03/11/2019	MARCH 2018 THRU FEB 2019	10-507-6220	5,000.00
<b>Department 507 - ECONOMIC DEVELOPMENT Total:</b>					<b>5,000.00</b>
<b>Department: 510 - FIRE</b>					
VOYAGER FLEET SYSTEMS, INC	869261677909-2019	02/24/2019	SERVICE THRU 2/24/19 ACCT	10-510-7075	2,339.67
PRO PRINT INC	162571	03/04/2019	Business Cards for Tony Robbi	10-510-6050	37.00
MCKESSON MEDICAL SURGIC	47830206	03/04/2019	Gloves, IVSOL, STD INJ	10-510-7011	463.55
MCKESSON MEDICAL SURGIC	48268062	03/04/2019	EXT STD INJ SITE	10-510-7011	140.00
GALLS LLC	BC0773463	03/04/2019	Poly cotton pants	10-510-7050	116.60
LIFE INSURANCE CO OF NORT	INV0000656	03/04/2019	FIRE - CLASS 1	10-510-5300	1,087.48
LIFE INSURANCE CO OF NORT	INV0000656	03/04/2019	FIRE - CLASS 2	10-510-5300	283.68
BLUE CROSS BLUE SHIELD OF	INV0000658	03/04/2019	PCA INVOICE	10-510-5310	1,350.16
NORTH KANSAS CITY BUS CO	53555	03/05/2019	JOE REYNOLDS	10-510-5426	22.00
USBANK - INSTITUTIONAL T	INV0000661	03/06/2019	P&F PENSION FIRE-ER	10-510-5220	8,660.56
CLINICAL REFERENCE LABORA	INV0000664	03/06/2019	Annual Random Billing Fee	10-510-5440	60.00
VOYA 457	3-8-2019 PR	03/06/2019	VOYA 457	10-510-5210	457.81
NATIONWIDE 457	3-8-2019 PR	03/06/2019	NATIONWIDE 457	10-510-5210	1,933.89
ICMA - RC RETIREMENT COM	3-8-2019 PR	03/06/2019	DEFERRED COMP	10-510-5210	805.00
LITTLER & MENDELSON PC	4984475	03/08/2019	INTERNATIONAL ASSC OF FIRE	10-510-6030	111.00
DR STEVEN L RUSSELL	April 2019	03/08/2019	SERVICES OF MEDICAL DIRECT	10-510-5480	1,000.00
NORTH KANSAS CITY HOSPITA	INV0000670	03/12/2019	Random Drug Screen	10-510-5440	120.00
MERITAS HEALTH CORP	INV0000675	03/12/2019	FD ANNUAL PHYSICALS	10-510-5440	863.00
<b>Department 510 - FIRE Total:</b>					<b>19,851.40</b>
<b>Department: 515 - POLICE</b>					
NORTHTOWNE LINCOLN MER	INV0000608	01/30/2019	SERVICE UNIT 613	10-515-7140	624.90
NORTHTOWNE LINCOLN MER	INV0000608	01/30/2019	SERVICE UNIT 611	10-515-7140	581.13
VOYAGER FLEET SYSTEMS, INC	869261677909-2019	02/24/2019	SERVICE THRU 2/24/19 ACCT	10-515-7075	3,860.07
911 CUSTOM LLC	34126	03/01/2019	Vehcile equipment changeove	10-515-7140	3,080.00
911 CUSTOM LLC	34394	03/01/2019	Vehcile equipment changeove	10-515-7140	899.00
LIFE INSURANCE CO OF NORT	INV0000656	03/04/2019	PD - CLASS 2	10-515-5300	420.80
LIFE INSURANCE CO OF NORT	INV0000656	03/04/2019	PD - CLASS 1	10-515-5300	1,081.38
BLUE CROSS BLUE SHIELD OF	INV0000658	03/04/2019	PCA INVOICE	10-515-5310	276.00
OUTDOOR RESTROOMS LLC	226499	03/05/2019	RANGE RESTROOM MAR 2019	10-515-7022	55.00
EQUIFAX INFORMATION SERVI	5253756	03/05/2019	INFROMATION SERVICE FEB 2	10-515-7018	75.00
NECCO COFFEE INC	86021	03/05/2019	COFFEE ORDER	10-515-6395	31.50
ENFORCEMENT VIDEO LLC	ACCINV0019004	03/05/2019	BODY CAMERA MOLLE MOUN	10-515-7120	120.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ENFORCEMENT VIDEO LLC	ACCINV0019004	03/05/2019	SHIPPING	10-515-7120	15.00
USBANK - INSTITUTIONAL T	INV0000661	03/06/2019	P&F PENSION POLICE-ER	10-515-5220	6,460.48
MERITAS HEALTH CORP	INV0000663	03/06/2019	MERITAS HEALTH CORP	10-515-5440	1,108.00
VOYA 457	3-8-2019 PR	03/06/2019	VOYA 457	10-515-5210	213.34
ICMA - RC RETIREMENT COM	3-8-2019 PR	03/06/2019	DEFERRED COMP	10-515-5210	2,548.36
CITY OF KANSAS CITY MISSOU	2019-4	03/11/2019	MARRS RADIO BILL 2019	10-515-7130	23,548.56
SEATWORKS LLC	5114427	03/11/2019	DISPATCH CHAIRS	10-515-8750	3,997.96
SEATWORKS LLC	5114427	03/11/2019	SHIPPING	10-515-8750	265.00
CLAY COUNTY SHERIFF DEPT	INV0000666	03/11/2019	PRISONER HOUSING FEB 2019	10-515-7020	3,237.00
BLUE CROSS BLUE SHIELD OF	INV0000671	03/12/2019	PCA INVOICE	10-515-5310	668.40
MERITAS HEALTH CORP	INV0000674	03/12/2019	MERITAS HEALTH CORP	10-515-5440	277.00
MERITAS HEALTH CORP	INV0000676	03/12/2019	MERITAS HEALTH CORP	10-515-5440	58.00
<b>Department 515 - POLICE Total:</b>					<b>53,501.88</b>

**Department: 521 - BUILDINGS & GROUNDS**

VOYAGER FLEET SYSTEMS, INC	869261677909-2019	02/24/2019	SERVICE THRU 2/24/19 ACCT	10-521-7075	743.64
AIRTRONICS INTERNATIONAL I	192302022	02/28/2019	monthly freshner \$14/mo	10-521-7110	14.00
LIFE INSURANCE CO OF NORT	INV0000656	03/04/2019	BUILD AND GROUNDS - CLASS	10-521-5300	102.07
VOYA 457	3-8-2019 PR	03/06/2019	VOYA 457	10-521-5210	116.34
ICMA - RC RETIREMENT COM	3-8-2019 PR	03/06/2019	DEFERRED COMP	10-521-5210	89.59
COMMERCIAL INDUSTRIAL SU	1902165	03/11/2019	salt away detergent	10-521-7090	158.00
J&D EQUIPMENT, INC.	34232	03/11/2019	snow blades	10-521-7120	1,762.21
CLAYCO ELECTRIC INC	45041	03/11/2019	garage heater breaker repair f	10-521-7110	125.00
HI-GENE'S JANITORIAL SVC IN	60095	03/11/2019	cleaning and supplies for CH	10-521-6330	1,175.00
HI-GENE'S JANITORIAL SVC IN	60095	03/11/2019	supplies ordered for CH & PD	10-521-7006	213.90
HI-GENE'S JANITORIAL SVC IN	60096	03/11/2019	cleaning and supplies for CH	10-521-6330	585.00
SHRED-IT US JV LLC	8126743246	03/11/2019	shredding services for CH, FD,	10-521-6057	90.30
SHRED-IT US JV LLC	8126743839	03/11/2019	shredding services for CH, FD,	10-521-6057	17.56
CENTRAL POWER SYSTEMS &	R114001384:01	03/11/2019	PD Generator annual mainten	10-521-7110	1,180.00
REDLINE AUTOMATIC FIRE	2283	03/12/2019	annual fire sprinkler testing fo	10-521-7110	2,570.00
WALKER TOWEL & UNIFORM	2586949	03/12/2019	biweekly service ranges from	10-521-7110	53.00
<b>Department 521 - BUILDINGS &amp; GROUNDS Total:</b>					<b>8,995.61</b>

**Department: 524 - CONVENTION & TOURISM**

STEARNS CONRAD & SCHMID	0345073	03/08/2019	DUE DILIGENCE 14TH AND KN	24-524-8770	14,281.00
NORTHLAND FESTIVALS	2019 2nd Installment	03/08/2019	2019 PARADE & ACTIVITIES	24-524-6090	21,250.00
<b>Department 524 - CONVENTION &amp; TOURISM Total:</b>					<b>35,531.00</b>

**Department: 525 - PUBLIC WORKS ADMIN**

VOYAGER FLEET SYSTEMS, INC	869261677909-2019	02/24/2019	SERVICE THRU 2/24/19 ACCT	10-525-7075	56.19
LIFE INSURANCE CO OF NORT	INV0000656	03/04/2019	PW ADMIN - CLASS2	10-525-5300	107.68
VOYA 457	3-8-2019 PR	03/06/2019	VOYA 457	10-525-5210	124.25
ICMA - RC RETIREMENT COM	3-8-2019 PR	03/06/2019	DEFERRED COMP	10-525-5210	128.39
<b>Department 525 - PUBLIC WORKS ADMIN Total:</b>					<b>416.51</b>

**Department: 526 - COMMUNITY DEVELOPMENT**

VOYAGER FLEET SYSTEMS, INC	869261677909-2019	02/24/2019	SERVICE THRU 2/24/19 ACCT	10-526-7075	64.79
LIFE INSURANCE CO OF NORT	INV0000656	03/04/2019	COMM DEV - CLASS 1	10-526-5300	48.83
LIFE INSURANCE CO OF NORT	INV0000656	03/04/2019	COMM DEV - CLASS 2	10-526-5300	108.40
VOYA 457	3-8-2019 PR	03/06/2019	VOYA 457	10-526-5210	55.25
ICMA - RC RETIREMENT COM	3-8-2019 PR	03/06/2019	DEFERRED COMP	10-526-5210	313.79
SPRINT SPECTRUM LP	03.10.19	03/13/2019	243089816 02.07-03.06.19	10-526-6735	99.98
<b>Department 526 - COMMUNITY DEVELOPMENT Total:</b>					<b>691.04</b>

**Department: 533 - INTERDEPARTMENTAL**

AT&T	02.21.2019	02/21/2019	2/21-3/20/19 SERVICES ACCT	10-533-6730	138.00
MCI	09072422	02/25/2019	SERVICES THRU 02/25/2019 B	10-533-6730	332.97
KCPL	01/31/19-02/28/19	03/01/2019	1/31-2/28/19 SERVICES ACCT	10-533-6710	443.58
JIM'S DISPOSAL SERVICE LLC	48995	03/01/2019	Solid waste service for reside	10-533-6750	20,163.99
ELECTRONIC TECHNOLOGY IN	17662	03/05/2019	ADDITIONAL LICENSE	10-533-6115	1,250.00
127 SWIFT LLC	April 2019	03/08/2019	18TH & ARMOUR PARKING LO	10-533-6130	350.00
NORTH KANSAS CITY HOSPITA	April 2019	03/08/2019	WELLNESS SERVICES AGREEM	10-533-6328	1,368.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MOBILE MEDIA TECHNOLOGIE	22781	03/11/2019	TEXTCASTER ANNUAL LICENS	10-533-6115	1,000.00
<b>Department 533 - INTERDEPARTMENTAL Total:</b>					<b>25,046.54</b>
<b>Department: 535 - GAMING</b>					
NKC LEEVE DISTRICT	Burns & McDonnell Invoice 80	12/20/2018	26th Ave pump station engine	25-535-6390	20,514.18
NKC LEEVE DISTRICT	80493-43	01/08/2019	26th Ave pump repair engine	25-535-6390	1,524.00
MO HOME DOCK CITIES ASSO	2019-05	03/01/2019	COST PER MEMBER CITY FOR	25-535-6090	3,500.00
GEORGE K BAUM & COMPAN	11-2018	03/05/2019	NT CHAPTER 100	25-535-6090	1,756.25
GEORGE K BAUM & COMPAN	11-2018	03/05/2019	18TH AND SWIFT PROJECT	25-535-6090	6,500.00
GEORGE K BAUM & COMPAN	11-2018	03/05/2019	GENERAL ADVISORY WORK	25-535-6090	781.25
GEORGE K BAUM & COMPAN	11-2018	03/05/2019	GROCERY	25-535-6090	1,000.00
GEORGE K BAUM & COMPAN	11-2018	03/05/2019	ONE NORTH DEVELOPMENT	25-535-8700	7,906.25
GEORGE K BAUM & COMPAN	1-2019	03/05/2019	GROCERY AND GROCERY OUP	25-535-6090	1,056.25
GEORGE K BAUM & COMPAN	1-2019	03/05/2019	18TH AND SWIFT	25-535-6090	2,812.50
GEORGE K BAUM & COMPAN	1-2019	03/05/2019	ONE NORTH	25-535-8700	12,425.00
ELECTRONIC TECHNOLOGY IN	17811	03/05/2019	ANTENNA REPAIR	25-535-8760	180.00
ELECTRONIC TECHNOLOGY IN	18009	03/05/2019	Traffic camera - Armour & Lin	25-535-8750	3,515.00
ELECTRONIC TECHNOLOGY IN	18010	03/05/2019	Traffic camera - Armour & Lin	25-535-8750	645.00
SHAWNEE MISSION FORD INC	INV0000660	03/05/2019	POLICE VEHICLE - CMV VAN	25-535-8750	27,584.00
ENDEAVOR ROBOTICS INC	PSI000949	03/05/2019	PACKBOT ROBOR	25-535-8750	172,295.48
<b>Department 535 - GAMING Total:</b>					<b>263,995.16</b>
<b>Department: 536 - NORTHGATE</b>					
GEORGE K BAUM & COMPAN	11-2018	03/05/2019	NORTHGATE	44-536-6030	325.00
<b>Department 536 - NORTHGATE Total:</b>					<b>325.00</b>
<b>Department: 540 - PARKS &amp; RECREATION</b>					
VOYAGER FLEET SYSTEMS, INC	869261677909-2019	02/24/2019	SERVICE THRU 2/24/19 ACCT	20-540-7075	164.41
KATEE L SMITH	020418_1	02/26/2019	Class Instructor	20-540-7090	81.00
SOLI'S PRINTING INC	156007	02/26/2019	Forms Shelter Rule	20-540-7006	60.00
NATIONAL EXTERMINATING	1918023	02/26/2019	Pest Control	20-540-7110	72.00
NATIONAL EXTERMINATING	1918023	02/26/2019	Pests Control	20-540-7190	45.00
EXECUTIVE LIMOUSINES	2049	02/26/2019	Senior Trip Tran 02/13	20-540-6630	521.00
KELLER FIRE & SAFETY INC	219693	02/26/2019	Fire Suppressinon System Mai	20-540-7110	255.21
OFFICE DEPOT INC	269513532001	02/26/2019	White Board Derrick Office	20-540-7001	24.08
OFFICE DEPOT INC	269513532001	02/26/2019	Glossy Photo Paper	20-540-7001	31.26
OFFICE DEPOT INC	269513532001	02/26/2019	Sign Holder for Macken Park	20-540-7190	109.80
FRY & ASSOCIATES, INC	30949	02/26/2019	Maintenance Macken Park Sw	20-540-7190	1,162.14
SIGN-CRAFT INC	3751	02/26/2019	Festival Shelter Signs	20-540-7190	2,664.00
HI-GENE'S JANITORIAL SVC IN	59871	02/26/2019	Monthly Building Cleaning	20-540-6330	1,219.25
HY-VEE FOOD STORE	INV0000652	02/26/2019	February Bingo Lunch	20-540-6630	565.00
LIFE INSURANCE CO OF NORT	INV0000656	03/04/2019	PARKS AND REC - CLASS 2	20-540-5300	57.66
LIFE INSURANCE CO OF NORT	INV0000656	03/04/2019	PARKS AND REC - CLASS1	20-540-5300	78.33
VOYA 457	3-8-2019 PR	03/06/2019	VOYA 457	20-540-5210	25.00
ICMA - RC RETIREMENT COM	3-8-2019 PR	03/06/2019	DEFERRED COMP	20-540-5210	135.78
SHANNON GAMMON	0031119-01	03/11/2019	Social Media/Graphic Design/	20-540-7006	500.00
SOLI'S PRINTING INC	156334	03/11/2019	Shelter Rules & Parks Rules	20-540-7006	33.50
NATIONAL EXTERMINATING	1936829, 1935724	03/11/2019	Scheduled PC Service	20-540-6330	72.00
NATIONAL EXTERMINATING	1936829, 1935724	03/11/2019	Scheduled PC Service	20-540-7190	45.00
EXECUTIVE LIMOUSINES	2173	03/11/2019	Senior Trip	20-540-6630	457.00
ICE MASTERS INC	2317455	03/11/2019	Ice Machine Rent-MO	20-540-7110	130.00
OFFICE DEPOT INC	277720395001	03/11/2019	Tape,Mntng,Intr	20-540-7190	25.64
CLAYCO ELECTRIC INC	44985	03/11/2019	Replacement Trail Light Bases	20-540-7190	150.00
HI-GENE'S JANITORIAL SVC IN	60097	03/11/2019	General Cleaning Janitorial Se	20-540-6330	995.00
SAM'S CLUB	8839	03/11/2019	Senior Progam Supplies	20-540-6630	95.97
KCPL	03/12/2019	03/12/2019	2/7/19-3/11/19 SERVICES AC	20-540-6710	441.27
ENERGIZE ELECTRONICS INC	13626	03/12/2019	Building Fire Alarm Monitorin	20-540-7110	135.00
MAC'S SCREENPRINTING & SP	2007077	03/12/2019	Youth Spring Soccer Shirts	20-540-7090	883.53
FRY & ASSOCIATES, INC	30962	03/12/2019	Repair on Playground Tuffy Tr	20-540-7190	2,450.00
AT&T	03.03.19	03/13/2019	816 842-0750 383 3 03.03.-0	20-540-6730	69.22
HI-GENE'S JANITORIAL SVC IN	59494	03/13/2019	Monthly Janitorial Service for	20-540-6330	995.00
<b>Department 540 - PARKS &amp; RECREATION Total:</b>					<b>14,749.05</b>



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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Department: 543 - COMMUNITY CENTER</b>					
CHRISTOPHER L HERNER	1212	03/08/2019	CUT NEW OPENING AND REF	63-543-8750	9,734.00
<b>Department 543 - COMMUNITY CENTER Total:</b>					<b>9,734.00</b>
<b>Department: 550 - LIBRARY</b>					
AT&T	02-19-2019	02/19/2019	2/19-3/18/19 SERVICES ACCT	21-550-6730	478.06
VERIZON WIRELESS SVCS LLC	9824742745	02/22/2019	1/23-2/22/19 SERVICES ACCT	21-550-6730	111.95
THE PITNEY BOWES BANK INC	02/24/2019	02/24/2019	SERVICES THRU 02/24/2019 A	21-550-7009	520.99
LIFE INSURANCE CO OF NORT	INV0000656	03/04/2019	LIBRARY - CLASS 2	21-550-5300	131.21
NATIONAL EXTERMINATING	1900350	03/05/2019	SERVICES	21-550-6355	57.75
INGRAM LIBRARY SERVICES	38994527	03/05/2019	BOOKS	21-550-7370	809.06
INGRAM LIBRARY SERVICES	39055582	03/05/2019	BOOKS	21-550-7370	305.25
DE LAGE LANDEN FINANCIAL	62681358	03/05/2019	MAINT AGREEMENT	21-550-6110	97.00
CENGAGE LEARNING INC	66672406	03/05/2019	BOOKS	21-550-7370	19.50
RECORDED BOOKS LLC	76187800	03/05/2019	AUDIOVISUAL	21-550-7340	104.59
RECORDED BOOKS LLC	76188396	03/05/2019	AUDIOVISUAL	21-550-7340	102.06
RECORDED BOOKS LLC	76189120	03/05/2019	AUDIOVISUAL	21-550-7340	53.98
RECORDED BOOKS LLC	76190009	03/05/2019	AUDIOVISUAL	21-550-7340	129.58
NORTH KC SECURITY PATROL	94195	03/05/2019	MAINT AGREEMENT	21-550-6110	30.00
MIDWEST TAPE LLC	97023052	03/05/2019	AUDIOVISUAL	21-550-7340	39.73
MIDWEST TAPE LLC	97023053	03/05/2019	AUDIOVISUAL	21-550-7340	92.67
MIDWEST TAPE LLC	97023055	03/05/2019	AUDIOVISUAL	21-550-7340	37.48
MIDWEST TAPE LLC	97023056	03/05/2019	AUDIOVISUAL	21-550-7340	17.24
MIDWEST TAPE LLC	97023057	03/05/2019	AUDIOVISUAL	21-550-7340	23.99
KIM BITNER DROTTZ	K022819	03/05/2019	ADULT PROGRAM	21-550-7325	200.00
KELLY ANNE GIBBENS	KIM0221	03/05/2019	ADULT PROGRAM	21-550-7325	200.00
VOYA 457	3-8-2019 PR	03/06/2019	VOYA 457	21-550-5210	42.84
ICMA - RC RETIREMENT COM	3-8-2019 PR	03/06/2019	DEFERRED COMP	21-550-5210	82.97
OCLC ONLINE COMPUTER LIB	0000647819	03/12/2019	CATALOGING	21-550-7360	40.63
COPY CARD CONTROL SYSTE	115995	03/12/2019	MAINT AGREEMENT	21-550-6110	39.42
CENTER POINT INC	1669065	03/12/2019	BOOKS	21-550-7370	406.86
SUMNERONE INC	2087860	03/12/2019	MAINT AGREEMENT	21-550-6110	54.30
INGRAM LIBRARY SERVICES	39078487	03/12/2019	BOOKS	21-550-7370	172.98
INGRAM LIBRARY SERVICES	39126714	03/12/2019	BOOKS	21-550-7370	309.32
INGRAM LIBRARY SERVICES	39154167	03/12/2019	BOOKS	21-550-7370	660.59
UNIQUE MANAGEMENT SERV	500763	03/12/2019	SERVICES	21-550-6355	187.95
HI-GENE'S JANITORIAL SVC IN	60098	03/12/2019	CUSTODIAL	21-550-6330	1,335.00
HI-GENE'S JANITORIAL SVC IN	60098-B	03/12/2019	CUSTODIAL	21-550-7110	293.95
CENGAGE LEARNING INC	66725010	03/12/2019	BOOKS	21-550-7370	48.73
CENGAGE LEARNING INC	66732594	03/12/2019	BOOKS	21-550-7370	22.39
CENGAGE LEARNING INC	66733081	03/12/2019	BOOKS	21-550-7370	65.07
CENGAGE LEARNING INC	66733294	03/12/2019	BOOKS	21-550-7370	34.98
CENGAGE LEARNING INC	66733419	03/12/2019	BOOKS	21-550-7370	114.05
CENGAGE LEARNING INC	66733864	03/12/2019	BOOKS	21-550-7370	44.08
RECORDED BOOKS LLC	76188896	03/12/2019	AUTOVISUAL	21-550-7340	39.99
RECORDED BOOKS LLC	76190376	03/12/2019	AUDIOVISUAL	21-550-7340	48.02
RECORDED BOOKS LLC	76190377	03/12/2019	AUDIOVISUAL	21-550-7340	48.02
RECORDED BOOKS LLC	76190378	03/12/2019	AUDIOVISUAL	21-550-7340	48.02
MIDWEST TAPE LLC	97055067	03/12/2019	AUDIOVISUAL	21-550-7340	37.99
MIDWEST TAPE LLC	97055068	03/12/2019	AUDIOVISUAL	21-550-7340	39.73
MIDWEST TAPE LLC	97055069	03/12/2019	AUDIOVISUAL	21-550-7340	22.49
MIDWEST TAPE LLC	97057240	03/12/2019	AUDIOVISUAL	21-550-7340	119.96
MIDWEST TAPE LLC	97057241	03/12/2019	AUDIOVISUAL	21-550-7340	25.98
BRIAN C PFISTER	B03122019	03/12/2019	SERVICES	21-550-6355	288.00
BARBARA ANN LEA	LEA01222019	03/12/2019	ADULT PROGRAM	21-550-7325	130.00
<b>Department 550 - LIBRARY Total:</b>					<b>8,366.40</b>
<b>Department: 553 - RETIREE HEALTH INSURANCE</b>					
BLUE CROSS BLUE SHIELD OF	INV0000671	03/12/2019	PCA INVOICE	53-553-5310	233.96
<b>Department 553 - RETIREE HEALTH INSURANCE Total:</b>					<b>233.96</b>

## Expense Approval Report

Payment Dates: 03/06/2019 - 03/20/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Department: 560 - WATER</b>					
VOYAGER FLEET SYSTEMS, INC	869261677909-2019	02/24/2019	SERVICE THRU 2/24/19 ACCT	60-560-7075	569.35
MCI	09072422	02/25/2019	SERVICES THRU 02/25/2019 B	60-560-6730	65.57
HAWKINS INC	4453891	03/04/2019	CL2 for water plant	60-560-7005	1,152.00
QUALITY PLUMBING INC	75484	03/04/2019	Water Distribution Maintenanc	60-560-7150	683.82
PRAXAIR DISTRIBUTORS INC	87891963	03/04/2019	CO2 for water plant	60-560-7005	3,706.72
KCMO WATER SERVICES DEPT	W211-19	03/04/2019	Laboratory services Jan Bac-Ts	60-560-6430	140.00
LIFE INSURANCE CO OF NORT	INV0000656	03/04/2019	WATER - CLASS 1	60-560-5300	218.09
LIFE INSURANCE CO OF NORT	INV0000656	03/04/2019	WATER - CLASS 2	60-560-5300	40.15
VOYA 457	3-8-2019 PR	03/06/2019	VOYA 457	60-560-5210	43.54
ICMA - RC RETIREMENT COM	3-8-2019 PR	03/06/2019	DEFERRED COMP	60-560-5210	430.01
KC WATER SERVICE DEPT	03.01.19	03/13/2019	000175281 0377543 6 01.27-	60-560-6740	339.97
KC WATER SERVICE DEPT	03.01.19-2	03/13/2019	000175281 0185705 9 01.27-	60-560-6740	456.73
<b>Department 560 - WATER Total:</b>					<b>7,845.95</b>
<b>Department: 564 - COMMUNICATIONS</b>					
STINSON LEONARD STREET LL	43190580	03/08/2019	liNKCity Legal Work	64-564-6090	945.00
<b>Department 564 - COMMUNICATIONS Total:</b>					<b>945.00</b>
<b>Department: 570 - WATER POLLUTION CONTROL</b>					
AT&T	02-21-2019	02/21/2019	2/21-3/20/19 SERVICES ACCT	61-570-6730	138.00
VOYAGER FLEET SYSTEMS, INC	869261677909-2019	02/24/2019	SERVICE THRU 2/24/19 ACCT	61-570-7075	63.42
MCI	09072422	02/25/2019	SERVICES THRU 02/25/2019 B	61-570-6730	65.57
RL YATES ELECTRIC CO INC	8975.1	03/04/2019	Storm station maintenance	61-570-7152	496.23
RL YATES ELECTRIC CO INC	9004.0	03/04/2019	Sewage Lift Station Maintena	61-570-7155	211.25
LIFE INSURANCE CO OF NORT	INV0000656	03/04/2019	WPC - CLASS 1	61-570-5300	126.35
ICMA - RC RETIREMENT COM	3-8-2019 PR	03/06/2019	DEFERRED COMP	61-570-5210	158.59
QUALITY PLUMBING INC	75716	03/11/2019	plumbing service call to wpc	61-570-7110	140.00
AT&T	03.03.19-2	03/13/2019	816 842-3469 327 6 03.03-04	61-570-6730	204.58
<b>Department 570 - WATER POLLUTION CONTROL Total:</b>					<b>1,603.99</b>
<b>Department: 580 - TRANSPORTATION</b>					
VOYAGER FLEET SYSTEMS, INC	869261677909-2019	02/24/2019	SERVICE THRU 2/24/19 ACCT	22-580-7075	1,471.42
MCI	09072422	02/25/2019	SERVICES THRU 02/25/2019 B	22-580-6730	65.57
101 LAND HOLDINGS LLC	24158	02/25/2019	2018 PROP TAX ON SALT BAR	22-580-6130	3,082.41
CUSTOM TREE CARE INC	17744	02/28/2019	Tree trimming and removals	22-580-7181	1,470.00
KCPL	01/31/19-02/28/19	03/01/2019	1/31-2/28/19 SERVICES ACCT	22-580-6711	28,371.78
LIFE INSURANCE CO OF NORT	INV0000656	03/04/2019	STREETS - CLASS 2	22-580-5300	35.61
LIFE INSURANCE CO OF NORT	INV0000656	03/04/2019	STREETS - CLASS 1	22-580-5300	126.00
KC ATA	IT 4894	03/05/2019	BUS SERVICE \$34,587.00 PER	22-580-6300	1,730.00
KC ATA	IT 4895	03/05/2019	BUS SERVICE \$34,587.00 PER	22-580-6300	36,316.00
KC ATA	IT 4896	03/05/2019	BUS SERVICE \$34,587.00 PER	22-580-6300	36,316.00
VOYA 457	3-8-2019 PR	03/06/2019	VOYA 457	22-580-5210	57.91
ICMA - RC RETIREMENT COM	3-8-2019 PR	03/06/2019	DEFERRED COMP	22-580-5210	280.28
101 LAND HOLDINGS LLC	April 2019	03/08/2019	SALT BARN RENT	22-580-6130	420.20
CARTER WATERS INC	13104304-00	03/11/2019	street material repair product	22-580-7183	77.00
CARTER WATERS INC	13105776-00	03/11/2019	street material repair product	22-580-7183	77.00
CENTRAL SALT LLC	301607	03/11/2019	salt - ice control	22-580-7040	1,568.13
CENTRAL SALT LLC	301704	03/11/2019	salt - ice control	22-580-7040	3,165.95
MUSSELMAN & HALL CONTRA	30810	03/11/2019	Repairs to curbs, sidewalks, a	22-580-8770	6,111.00
MUSSELMAN & HALL CONTRA	30842	03/11/2019	Repairs to curbs, sidewalks, a	22-580-8770	9,400.04
GRASS PAD INC	412139	03/11/2019	ice melt	22-580-7040	405.15
LARRY CLAWSON	73989	03/11/2019	plow lift cylinder repairs	22-580-7140	648.38
KCPL	03.07.19	03/13/2019	5720817938 02.04-03.06.19	22-580-6710	34.96
KCPL	03.08.19	03/13/2019	3223628277	22-580-6710	36.60
MIDWAY FORD TRUCK CNTR, I	R100259525:01	03/13/2019	diesel unit 12 repairs	22-580-7140	3,644.16
KCPL	03.01.19	03/13/2019	6741559579 01.31-02.28.19	22-580-6712	5,383.82
<b>Department 580 - TRANSPORTATION Total:</b>					<b>140,295.37</b>
<b>Grand Total:</b>					<b>666,392.85</b>

## Report Summary

## Fund Summary

Fund	Payment Amount
10 - GENERAL FUND	167,166.25
20 - PARKS & RECREATION	15,901.32
21 - LIBRARY	8,614.94
22 - TRANSPORTATION	140,796.57
24 - CONVENTION & TOURISM	35,531.00
25 - GAMING	263,995.16
44 - NORTHGATE PROJECT	325.00
53 - HEALTH INSURANCE RESERVE	233.96
60 - WATER FUND	21,360.06
61 - WATER POLLUTION CONTROL	1,789.59
63 - COMMUNITY CENTER	9,734.00
64 - COMMUNICATIONS	945.00
<b>Grand Total:</b>	<b>666,392.85</b>

## Account Summary

Account Number	Account Name	Payment Amount
10-2101	MUNICIPAL COURT BON	1,278.00
10-2250	NATIONWIDE EE CONTRI	3,160.23
10-2251	FIRE & POLICE PENSION	6,793.45
10-2252	ICMA EE CONTRIBUTION	9,350.41
10-2253	ING EE CONTRIBUTION	2,448.33
10-2258	ING EE ROTH CONTRIBU	1,018.00
10-2259	ICMA EE ROTH CONTRIB	758.12
10-2266	DEPENDENT CARE	499.98
10-2267	MEDICAL REIMBURSEM	882.36
10-2427	BUSINESS LICENSE REFU	6,001.50
10-2430	CLEARING	4,534.33
10-505-5210	CITY PAID DEFERRED CO	824.34
10-505-5300	LONG TERM DIABILITY I	387.54
10-505-5310	HEALTH, DENTAL & LIFE I	1,235.92
10-505-5426	TRAINING/TRAVEL APPO	1,900.00
10-505-5427	TRAINING & TRAVEL - EL	44.00
10-505-6090	OTHER PROFESSIONAL S	8,044.86
10-505-6220	DUES & MEMBERSHIPS	3,072.00
10-505-7001	OFFICE SUPPLIES	1,387.99
10-506-5300	LONG TERM DIABILITY I	41.91
10-507-6220	DUES & MEMBERSHIPS	5,000.00
10-510-5210	CITY PAID DEFERRED CO	3,196.70
10-510-5220	PENSION EXPENSE	8,660.56
10-510-5300	LONG TERM DISABILITY I	1,371.16
10-510-5310	HEALTH, DENTAL & LIFE I	1,350.16
10-510-5426	TRAINING/TRAVEL APPO	22.00
10-510-5440	PHYSICALS & DRUG TEST	1,043.00
10-510-5480	PHYSICIAN FEES	1,000.00
10-510-6030	OTHER LEGAL COSTS	111.00
10-510-6050	PUBLIC RELATIONS	37.00
10-510-7011	FIRST AID SUPPLIES	603.55
10-510-7050	UNIFORMS	116.60
10-510-7075	GASOLINE	2,339.67
10-515-5210	CITY PAID DEFERRED CO	2,761.70
10-515-5220	PENSION EXPENSE	6,460.48
10-515-5300	LONG TERM DISABILITY I	1,502.18
10-515-5310	HEALTH, DENTAL & LIFE I	944.40
10-515-5440	PHYSICALS & DRUG TEST	1,443.00
10-515-6395	OTHER SERVICES	31.50
10-515-7018	INVESTIGATIVE OPERATI	75.00
10-515-7020	DETENTION SUPPLIES	3,237.00

## Account Summary

Account Number	Account Name	Payment Amount
10-515-7022	RANGE SUPPLIES	55.00
10-515-7075	GASOLINE	3,860.07
10-515-7120	EQUIPMENT MAINTENA	135.00
10-515-7130	RADIO MAINTENANCE	23,548.56
10-515-7140	VEHICLE MAINTENANCE	5,185.03
10-515-8750	EQUIPMENT	4,262.96
10-521-5210	CITY PAID DEFERRED CO	205.93
10-521-5300	LONG TERM DISABILITY I	102.07
10-521-6057	RECYCLING SERVICES	107.86
10-521-6330	CUSTODIAL SERVICES	1,760.00
10-521-7006	CUSTODIAL SUPPLIES	213.90
10-521-7075	GASOLINE	743.64
10-521-7090	OTHER SUPPLIES	158.00
10-521-7110	BUILDING MAINTENANC	3,942.00
10-521-7120	EQUIPMENT MAINTENA	1,762.21
10-525-5210	CITY PAID DEFERRED CO	252.64
10-525-5300	LONG TERM DISABILITY I	107.68
10-525-7075	GASOLINE	56.19
10-526-5210	CITY PAID DEFERRED CO	369.04
10-526-5300	LONG TERM DISABILITY I	157.23
10-526-6735	PAGERS & CELL PHONES	99.98
10-526-7075	GASOLINE	64.79
10-533-6115	SOFTWARE MAINT & SE	2,250.00
10-533-6130	RENTAL - PARKING 2011	350.00
10-533-6328	EMPLOYEE WELLNESS P	1,368.00
10-533-6710	ELECTRICITY	443.58
10-533-6730	TELEPHONE	470.97
10-533-6750	TRASH COLLECTION	20,163.99
20-2252	ICMA EE CONTRIBUTION	261.02
20-2253	ING EE CONTRIBUTION	25.00
20-2267	MEDICAL REIMBURSEM	95.00
20-4660	SPACE RENTALS	100.00
20-4661	FACILITY USE FEES	40.00
20-4663	PROGRAM FEES	541.25
20-4664	SENIOR CITIZEN TRIPS	90.00
20-540-5210	CITY PAID DEFERRED CO	160.78
20-540-5300	LONG TERM DISABILITY I	135.99
20-540-6330	CUSTODIAL	3,281.25
20-540-6630	SENIOR TRIPS	1,638.97
20-540-6710	ELECTRICITY	441.27
20-540-6730	TELEPHONE	69.22
20-540-7001	OFFICE SUPPLIES	55.34
20-540-7006	BUSINESS FORMS	593.50
20-540-7075	GASOLINE	164.41
20-540-7090	OTHER SUPPLIES	964.53
20-540-7110	BUILDING MAINTENANC	592.21
20-540-7190	OTHER MAINTENANCE	6,651.58
21-2252	ICMA EE CONTRIBUTION	82.97
21-2253	ING EE CONTRIBUTION	42.84
21-2267	MEDICAL REIMBURSEM	122.73
21-550-5210	CITY PAID DEFERRED CO	125.81
21-550-5300	LONG TERM DISABILITY I	131.21
21-550-6110	MAINTENANCE AGREEM	220.72
21-550-6330	CUSTODIAL SERVICES	1,335.00
21-550-6355	OTHER SERVICES	533.70
21-550-6730	TELEPHONE	590.01
21-550-7009	POSTAGE & METER EXPE	520.99
21-550-7110	BUILDING MAINTENANC	293.95

**Account Summary**

Account Number	Account Name	Payment Amount
21-550-7325	ADULT PROGRAMMING	530.00
21-550-7340	AUDIOVISUAL	1,031.52
21-550-7360	CATALOGING & PROCESS	40.63
21-550-7370	BOOKS	3,012.86
22-2252	ICMA EE CONTRIBUTION	313.56
22-2253	ING EE CONTRIBUTION	109.13
22-2259	ICMA EE ROTH CONTRIB	40.05
22-2267	MEDICAL REIMBURSEM	38.46
22-580-5210	CITY PAID DEFERRED CO	338.19
22-580-5300	LONG TERM DISABILITY I	161.61
22-580-6130	LEASE/RENTAL AGREEM	3,502.61
22-580-6300	KCATA BUS SERVICES	74,362.00
22-580-6710	ELECTRICITY	71.56
22-580-6711	STREET LIGHTS	28,371.78
22-580-6712	LEASED TRAFFIC SIGNAL	5,383.82
22-580-6730	TELEPHONE	65.57
22-580-7040	ICE CONTROL MATERIAL	5,139.23
22-580-7075	GASOLINE	1,471.42
22-580-7140	VEHICLE MAINTENANCE	4,292.54
22-580-7181	TREE MAINTENANCE	1,470.00
22-580-7183	STREET REPAIR MATERIA	154.00
22-580-8770	INFRASTRUCTURE	15,511.04
24-524-6090	OTHER PROFESSIONAL S	21,250.00
24-524-8770	INFRASTRUCTURE	14,281.00
25-535-6090	OTHER PROFESSIONAL S	17,406.25
25-535-6390	CONTINGENCIES	22,038.18
25-535-8700	LAND ACQUISITION	20,331.25
25-535-8750	EQUIPMENT	204,039.48
25-535-8760	INFORMATION TECHNOL	180.00
44-536-6030	OTHER LEGAL FEES	325.00
53-553-5310	HEALTH, DENTAL & LIFE I	233.96
60-2050	SALES TAX PAYABLE	12,701.81
60-2252	ICMA EE MATCH	589.54
60-2253	ING EE MATCH	72.76
60-2267	MEDICAL REIMBURSEM	150.00
60-560-5210	CITY PAID DEFERRED CO	473.55
60-560-5300	LONG TERM DISABILITY I	258.24
60-560-6430	LABORATORY FEES	140.00
60-560-6730	TELEPHONE	65.57
60-560-6740	NKC UTILITY FEES	796.70
60-560-7005	CHEMICALS	4,858.72
60-560-7075	GASOLINE	569.35
60-560-7150	DISTRIBUTION MAINTEN	683.82
61-2252	ICMA EE CONTRIBUTION	185.60
61-570-5210	CITY PAID DEFERRED CO	158.59
61-570-5300	LONG TERM DISABILITY I	126.35
61-570-6730	TELEPHONE	408.15
61-570-7075	GASOLINE	63.42
61-570-7110	BUILDING MAINTENANC	140.00
61-570-7152	STORM SEWER MAINTEN	496.23
61-570-7155	LIFT STATION MAINTENA	211.25
63-543-8750	EQUIPMENT	9,734.00
64-564-6090	OTHER PROFESSIONAL S	945.00
	<b>Grand Total:</b>	<b>666,392.85</b>

**Project Account Summary**

Project Account Key	Payment Amount
**None**	398,053.12

## Project Account Summary

Project Account Key	Payment Amount
1831	27,584.00
1901	15,511.04
2351	4,160.00
5861	9,734.00
6551	180.00
7651	20,331.25
9371	172,295.48
9411	4,262.96
9511	14,281.00
<b>Grand Total:</b>	<b><u>666,392.85</u></b>

## **Upcoming City Items of Note**

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

April 4-6	Friends of the Library Book Sale
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
April 13	Second Saturday
April 17, 2019	Harrah's Charitable Fund Breakfast 8:30 a.m. to 9:30 a.m.
April 30, 2019	Special Joint Planning Commission/City Council Work Session
May 4, 2019	City Shredding Event 9 a.m. – 12 noon Animal Vaccination Event – 2 p.m. – 4 p.m.
May 11, 2019	Second Saturday
May 18, 2019	Citywide Garage Sale
May 25, 2019	Dagg Park opens
June 8, 2019	Pups & Pumpers, Waggin' Trail Dog Park, 10 a.m. – 2 p.m.
June 14-15, 2019, 5:00 p.m.	Arts in the Park Fine Arts Fair, Macken Park
June 14, 2019, 7:00 p.m.	Friday Night Concert, Cherry Bomb, 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, Lyin' Eyes, Macken Park
July 26, 2019, Dusk	Movie in the Park, Macken Park
August 9, 2019, 7:00 p.m.	Friday Night Concert, Revelation, 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



**YMCA of Greater Kansas City**  
**NKC Partnership Inc Stmt W/O Subsidy Rolled Up**

as of January 2019

	Jan 2019 Actual	Jan 2019 Budget	\$ Var Actual to Budget	Jan 2018 Actual	YTD 2019 Actual	YTD 2019 Budget	\$ Var YTD Act to Budget	YTD 2018 Actual
<b>YMCA of Greater Kansas City As of January</b>								
401 Contributions	2,627.24	1,284.00	1,343	922.32	2,627.24	1,284.00	1,343	922.32
411 Membership Dues Income	191,023.82	198,779.00	(7,755)	175,495.23	191,023.82	198,779.00	(7,755)	175,495.23
413 Program Service Fee	112,604.85	117,486.00	(4,881)	112,845.43	112,604.85	117,486.00	(4,881)	112,845.43
414 Facilities Rental	8,571.00	9,525.00	(954)	10,546.00	8,571.00	9,525.00	(954)	10,546.00
<b>Revenue</b>	<b>314,826.91</b>	<b>327,074.00</b>	<b>(12,247)</b>	<b>299,808.98</b>	<b>314,826.91</b>	<b>327,074.00</b>	<b>(12,247)</b>	<b>299,808.98</b>
521 Salaries and Wages	86,229.64	104,145.27	17,916	92,158.44	86,229.64	104,145.27	17,916	92,158.44
522 Employee Benefits	11,492.40	11,361.39	(131)	9,703.17	11,492.40	11,361.39	(131)	9,703.17
523 Payroll Taxes	10,725.35	11,852.15	1,127	11,607.82	10,725.35	11,852.15	1,127	11,607.82
524 Contract Services	4,155.13	4,714.00	559	3,654.39	4,155.13	4,714.00	559	3,654.39
525 Supplies	7,700.69	11,255.30	3,555	9,792.81	7,700.69	11,255.30	3,555	9,792.81
526 Telecommunications	1,921.69	1,449.80	(472)	1,078.57	1,921.69	1,449.80	(472)	1,078.57
527 Postage and Shipping	285.02	150.00	(135)	147.00	285.02	150.00	(135)	147.00
528 Occupancy	53,835.58	59,990.85	6,155	59,275.51	53,835.58	59,990.85	6,155	59,275.51
529 Equipment Cost	4,071.77	305.00	(3,767)	497.16	4,071.77	305.00	(3,767)	497.16
531 Promotion and Publications	2,437.98	2,792.00	354	3,649.73	2,437.98	2,792.00	354	3,649.73
532 Travel and Transportation	604.53	511.63	(93)	320.50	604.53	511.63	(93)	320.50
533 Conferences and Meetings	313.86	549.13	235	1,251.76	313.86	549.13	235	1,251.76
535 Membership Dues Expense	1,831.83	2,331.00	499	2,330.58	1,831.83	2,331.00	499	2,330.58
539 Miscellaneous Expense	1.05	15.00	14		1.05	15.00	14	
548 Intra-YMCA Expense Allocation	12,661.52	12,661.25	()	12,058.58	12,661.52	12,661.25	()	12,058.58
<b>Expense</b>	<b>198,268.04</b>	<b>224,083.77</b>	<b>25,816</b>	<b>207,526.02</b>	<b>198,268.04</b>	<b>224,083.77</b>	<b>25,816</b>	<b>207,526.02</b>
<b>YMCA of Greater Kansas City</b>	<b>116,558.87</b>	<b>102,990.23</b>	<b>13,569</b>	<b>92,282.96</b>	<b>116,558.87</b>	<b>102,990.23</b>	<b>13,569</b>	<b>92,282.96</b>

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## MEMORANDUM



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**TO:** Mayor and City Council  
**FROM:** Eric Berlin, City Administrator  
**DATE:** March 19, 2019  
**RE:** YMCA January 2019 Financial Report

Highlights of the monthly report for this month include:

Income:

- Total income for the month was \$314,826.91.

Expense:

- Total expense for the month was \$198,268.04.
- The line item labeled "Intra-YMCA Expense Allocation" is where the monthly management fee paid to the YMCA of Greater Kansas City is allocated.

Surplus/Deficit:

- For the month, the facility experienced a surplus of \$116,558.87.

Surplus/(Deficit):

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
January	\$ 15,976	\$110,377	\$ 92,283	\$116,558.87
February	\$ 99,484	\$ 3,672	(\$ 3,454)	
March	\$ 3,721	(\$88,612)	(\$ 76,565)	
April	(\$53,135)	(\$ 473)	\$ 15,771	
May	(\$ 7,849)	(\$16,587)	(\$ 3,794)	
June	(\$27,054)	(\$14,919)	(\$ 13,162)	
July	(\$41,872)	(\$18,669)	\$ 4,911	
August	(\$61,290)	(\$36,437)	(\$ 63,620)	
September	(\$70,852)	(\$74,133)	\$ 3,007	
October	(\$ 1,734)	(\$20,267)	\$ 27,940	
November	(\$36,115)	(\$ 5,821)	\$ 5,015	
December	(\$28,977)	(\$ 59,652)	(\$ 32,282)	
<b>Total</b>	<b>(\$217,139)</b>	<b>(\$221,521)</b>	<b>(\$43,282)</b>	

**YMCA of Greater Kansas City**  
**NKC Partnership Inc Stmt W/O Subsidy Rolled Up**

as of February 2019

	Feb 2019 Actual	Feb 2019 Budget	\$ Var Actual to Budget	Feb 2018 Actual	YTD 2019 Actual	YTD 2019 Budget	\$ Var YTD Act to Budget	YTD 2018 Actual
<b>YMCA of Greater Kansas City</b> <b>As of February</b>								
401 Contributions	2,361.08	3,634.00	(1,273)	5,535.94	4,988.32	4,918.00	70	6,458.26
410 Government Fees & Grants				453.96				453.96
411 Membership Dues Income	201,976.00	209,848.00	(7,872)	193,778.96	392,999.82	408,627.00	(15,627)	369,274.19
413 Program Service Fee	18,116.00	15,164.00	2,952	13,382.54	130,720.85	132,650.00	(1,929)	126,227.97
414 Facilities Rental	8,242.00	6,075.00	2,167	6,003.00	16,813.00	15,600.00	1,213	16,549.00
<b>Revenue</b>	<b>230,695.08</b>	<b>234,721.00</b>	<b>(4,026)</b>	<b>219,154.40</b>	<b>545,521.99</b>	<b>561,795.00</b>	<b>(16,273)</b>	<b>518,963.38</b>
521 Salaries and Wages	83,391.31	105,968.38	22,577	98,441.47	169,620.95	210,113.65	40,493	190,599.91
522 Employee Benefits	12,257.40	11,220.81	(1,037)	10,028.43	23,749.80	22,582.20	(1,168)	19,731.60
523 Payroll Taxes	11,675.93	12,073.15	397	12,148.18	22,401.28	23,925.30	1,524	23,756.00
524 Contract Services	3,943.93	4,314.00	370	4,269.10	8,099.06	9,028.00	929	7,923.49
525 Supplies	17,587.63	10,196.77	(7,391)	10,602.74	25,288.32	21,452.07	(3,836)	20,395.55
526 Telecommunications	1,981.00	1,810.21	(171)	1,724.38	3,902.69	3,260.01	(643)	2,802.95
527 Postage and Shipping	307.45	308.00	1	294.12	592.47	458.00	(134)	441.12
528 Occupancy	65,419.78	60,005.07	(5,415)	54,997.56	119,255.36	119,995.92	741	114,273.07
529 Equipment Cost	4,931.68	3,183.92	(1,748)	1,287.16	9,003.45	3,488.92	(5,515)	1,784.32
531 Promotion and Publications	5,362.60	4,242.00	(1,121)	3,544.69	7,800.58	7,034.00	(767)	7,194.42
532 Travel and Transportation	369.69	511.67	142	783.99	974.22	1,023.30	49	1,104.49
533 Conferences and Meetings	1,678.97	549.17	(1,130)	1,261.56	1,992.83	1,098.30	(895)	2,513.32
535 Membership Dues Expense	2,281.83	1,746.00	(536)	1,745.58	4,113.66	4,077.00	(37)	4,076.16
539 Miscellaneous Expense	4.89	15.00	10	-23.00	5.94	30.00	24	-23.00
548 Intra-YMCA Expense Allocation	12,661.52	12,661.25	()	12,058.58	25,323.04	25,322.50	(1)	24,117.16
553 Capital	4,025.18	4,025.18		9,444.00	4,025.18	4,025.18		9,444.00
<b>Expense</b>	<b>227,880.79</b>	<b>232,830.58</b>	<b>4,950</b>	<b>222,608.54</b>	<b>426,148.83</b>	<b>456,914.35</b>	<b>30,766</b>	<b>430,134.56</b>
<b>YMCA of Greater Kansas City</b>	<b>2,814.29</b>	<b>1,890.42</b>	<b>924</b>	<b>-3,454.14</b>	<b>119,373.16</b>	<b>104,880.65</b>	<b>14,493</b>	<b>88,828.82</b>

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## MEMORANDUM



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**TO:** Mayor and City Council  
**FROM:** Eric Berlin, City Administrator  
**DATE:** March 19, 2019  
**RE:** YMCA February 2019 Financial Report

Highlights of the monthly report for this month include:

Income:

- Total income for the month was \$230,695.

Expense:

- Total expense for the month was \$227,881.
- The line item labeled "Intra-YMCA Expense Allocation" is where the monthly management fee paid to the YMCA of Greater Kansas City is allocated.

Surplus/Deficit:

- For the month, the facility experienced a surplus of \$2,814.

Surplus/(Deficit):

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
January	\$ 15,976	\$110,377	\$ 92,283	\$116,559
February	\$ 99,484	\$ 3,672	(\$ 3,454)	\$ 2,814
March	\$ 3,721	(\$88,612)	(\$ 76,565)	
April	(\$53,135)	(\$ 473)	\$ 15,771	
May	(\$ 7,849)	(\$16,587)	(\$ 3,794)	
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November	(\$36,115)	(\$ 5,821)	\$ 5,015	
December	(\$28,977)	(\$ 59,652)	(\$ 32,282)	
<b>Total</b>	<b>(\$217,139)</b>	<b>(\$221,521)</b>	<b>(\$43,282)</b>	

# 2019

## INFRASTRUCTURE REPORT CARD



**NORTH**  
: KANSAS CITY  
: *Virtually Urban. Supremely Suburban.*

## PURPOSE AND INTENT

The City of North Kansas City encompasses 4.63 square miles and has a residential population estimated at 4,376, based on the 2016 U.S. Census population estimate. It is estimated that there are over 25,000 who live and work in the City during the daytime hours of the week.

The City is landlocked. Growth and development opportunities are limited primarily to redevelopment projects, such as the Northgate residential development and the Armour Road Redevelopment project. Since the City is landlocked and nearly completely built out the Public Works Department's focuses on maintaining, improving, and replacing various aspects of the City's existing infrastructure.

The purpose of this report is to grade the condition and performance of the City's infrastructure. The report will serve as a tool for planning and financing needed improvements. This report does not include the status of the Parks system, the fiber optic network, or public buildings and facilities.

The City owns and maintains an extensive infrastructure system, which includes:

- ✓ Transportation - Streets, drainage structures, and street trees
- ✓ Water Treatment and Distribution
- ✓ Storm Sewers and Flood Prevention including drainage inlets, pipes, and storm water pump stations
- ✓ Sanitary Sewer – Manholes and pipes, pump stations, and sewage treatment.

## INFRASTRUCTURE GRADE CARD

CATEGORY	2018	2019
<b>STREET CONDITION</b>	<b>C+</b>	<b>C+</b>
<b>CURBS, SIDEWALKS, DRAINAGE STRUCTURES</b>	<b>B</b>	<b>B</b>
<b>CITY-OWNED TREES</b>	<b>B-</b>	<b>B</b>
<b>WATER TREATMENT</b>	<b>C</b>	<b>C</b>
<b>WATER DISTRIBUTION SYSTEM</b>	<b>C</b>	<b>C</b>
<b>SANITARY SEWER SYSTEM CONDITION</b>	<b>B+</b>	<b>B+</b>
<b>STORM SEWER SYSTEM CONDITION</b>	<b>B</b>	<b>B</b>



# TRANSPORTATION

## BACKGROUND

The North Kansas City Development Company, now known as Northtown Devco, platted and constructed a majority of the streets and utilities south of Armour Road to attract commercial and industrial development after the construction of the ASB Bridge across the Missouri River. North Kansas City was incorporated in 1912, and the streets and right-of-ways were acquired by the City through dedications from the North Kansas City Development Company over a period of several decades. Today the City owns and maintains approximately 62 miles of streets.

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## REVENUE SOURCES

### NORTH KANSAS CITY SPECIAL ROAD DISTRICT

The North Kansas City Special Road District was established in 1927 and is funded through a property tax levy of 8 cents for every \$100 assessed (\$.08). RSMo §67.548 requires Clay County to disburse a minimum of fourteen (14) cents for every \$100 assessed valuation. Clay County makes up the remaining six (6) cents from other County revenue sources. For the past six years, the Road District has received approximately \$230,000 annually. The Road District's current fund balance is approximately \$1.2 million.

Over the years, the three-person Road District commission has worked closely with City staff to coordinate and prioritize annual street improvement projects. The Road District's most common street improvement projects have traditionally been milling and overlaying

asphalt streets. In 2014, the Road District received \$730,056 after a dispute between Clay County and the State of Missouri was settled. The settlement, along with a healthy fund balance, allowed the Road District to fund the construction of Clay Edwards Drive, reconstruction of the Vernon Street Bridge, the street extension of West 10<sup>th</sup> Avenue, the realignment of the intersection at East 32<sup>nd</sup> Avenue and Swift, and in 2018 street renovations to 16<sup>th</sup> Avenue from Linn Street to Burlington Street.

## TRANSPORTATION FUND

The City relies on the Road District to fund asphalt overlays and other pavement improvements. Other transportation-related expenses are mainly funded by the City's Transportation Fund.

The Transportation Fund is funded primarily through a ½ cent sales tax for transportation. Other revenues into this fund come from disbursements of the State gasoline tax, motor vehicle sales tax, vehicle fees, and annual statutorily required disbursements from Clay County.

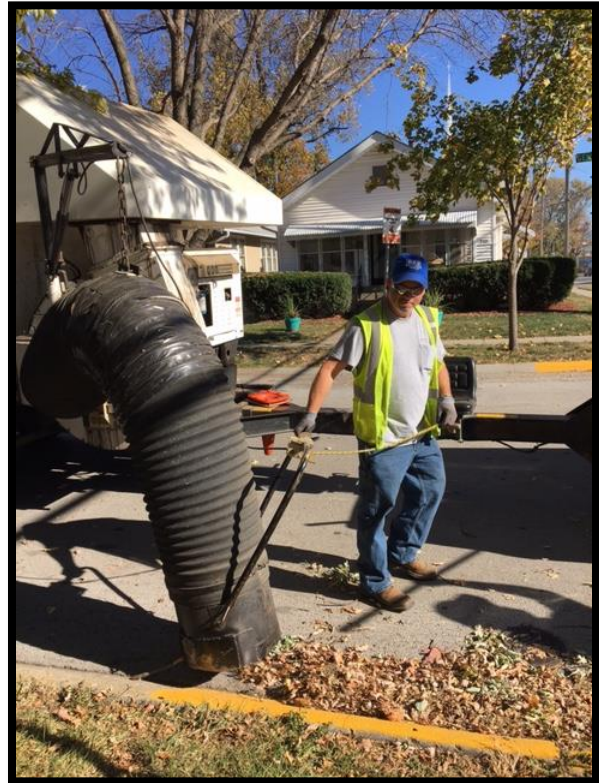


The Transportation Fund pays for the activities of the Transportation Division of the Public Works Department. Among the functions of the Transportation Division are the maintenance and improvements of streets, sidewalks, curbs and gutters, street signs, street trees, and traffic signs and signals. The Transportation Fund also funds the cost of street lighting as well as fixed-route and on-demand bus service through the City that is provided by the Kansas City Area Transit Authority (KCATA).

In 2011, the Transportation Division and Buildings and Grounds Division combined to create the Municipal Services Division. Transportation employees and Buildings and Grounds employees are cross-trained to perform the duties of both divisions. Seventy-five percent of the salary of the Superintendent of Municipal Services is charged to the Transportation Fund, with the other 25% (Buildings and Grounds) paid for through the General Fund. Excluding the superintendent, there are currently seven employees who are funded in the Transportation Budget, and four Building and Grounds employees funded in the General Fund.

Transportation crews perform a multitude of street maintenance tasks, including but not limited to:

- |                    |                    |
|--------------------|--------------------|
| Snow removal       | Leaf Removal       |
| Street Repairs     | Street Sweeping    |
| Landscaping        | Tree Trimming      |
| Street Painting    | Traffic Signs      |
| Catch Basin Repair | Emergency Response |



## ASSESSMENT OF STREET CONDITIONS

In the past, street conditions have been assessed very informally, according to informal noting of streets that needed to be considered as priority for the Road District's overlay program that year. In 2017, a systematic method of rating the condition of each street and alley was created. Every street segment in the City was surveyed and graded. It is staff's intention to perform this survey each year. This allows for a more systematic and proactive assessment of what areas need work in future years by either the Road District or the City. **The Street Condition Report is attached as Exhibit A.**

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## CURBS, SIDEWALKS, AND DRAINAGE STRUCTURES

The City maintains approximately 85 miles of curb and 30 miles of sidewalks. The City contracts for ongoing replacement of curbs, sidewalks, and drainage structures. Over the past decade, the amount budgeted for these services has ranged between \$250,000 to \$500,000. In FY 2019, \$300,000 is budgeted. Over the last 15 years, an average of the following has been performed each year: reconstruction of 18 catch basins or grate inlets; replacement of 2,500 linear feet of sidewalk; replacement of 355 linear feet of curbs; and installation of 14 handicap ramps. ***Staff has created new maps which rate the current conditions of sidewalks, handicap ramps, and catch basins. Like the street condition report, these will***

***allow for a systematic approach toward selection of priorities and determining annual funding requests. The maps are too large for publishing in this report.***

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## CITY-OWNED TREES

In 2018 the City was awarded its 21<sup>st</sup> consecutive Tree City USA designation by the National Arbor Society. North Kansas City's commitment to planting, maintaining, and replacing trees on street right-of-ways began over 50 years ago, and continues today.

In the early 1980's, Dutch Elm Disease killed nearly all of the elm trees within the City. In 2014, the Emerald Ash Borer (EAB) reached the Kansas City area. North Kansas City has numerous ash street trees.

The City established a plan, referred to as the Emerald Ash Borer Management Plan, to slow or stop the onset of the EAB to minimize the loss of ash trees that are in good condition by chemically treating them. The

ash trees in fair or poor condition with EAB infestation are being removed to slow down the infestation in three-year cycles to reduce the negative aesthetic impact that removing all the trees at one time would have on neighborhoods. All ash trees that are being removed are being replaced with new trees of a different species.



Annual expenditures for tree maintenance have increased significantly over the past four years, mainly due to the onset of the Emerald Ash Borer and removal of trees at the end of their life cycle. Many of the trees that have died of old age over the past four years are honey locust trees located in the downtown area, the south half of Swift Street, and along Burlington. The May 2019 Tree Inventory lists 130 trees that need to be removed, which includes ash trees infested with the EAB. In 2018 95 trees were removed, and 55 are on the list of removals in 2019. Over the past four years there has been significant progress in removing trees in poor condition and replacing them.

## **WATER TREATMENT & DISTRIBUTION SYSTEM**

### **WATER TREATMENT**

North Kansas City's water system dates back to 1912, when the construction of a treatment plant, water reservoir, and installation of water lines to serve customers was completed. Most of the original treatment plant structure and the original 1.8 million-gallon reservoir are still being utilized. The water collection/treatment/distribution process consists of pumping raw water from the alluvial wells, aeration, lime softening, re-carbonation, filtration, and disinfection, followed by distribution of the finished water to the customers. For several decades significant groundwater pollution consisting of several volatile organic chemicals (VOC's) has entered the City's intake wells and has been successfully removed through the aeration process.

The quality of North Kansas City's drinking water remains high, but the emerging contaminants have required the City to take action to sustain production of clean drinking water. In 1998, the northernmost well (Well #1) began receiving such high levels of ammonia, that the treatment process was ineffective in removing it. Under advice from consultants, the well was abandoned. In 2010 the first well south of the abandoned well, Well #4, began receiving higher than normal amounts of ammonia, indicating that the VOC plume that hit Well #1 was continuing to move south. Water treatment operators stopped using Well #4.

Interestingly, the ammonia levels in Well #4 normalized in 2016 and it was reactivated.



In 2015 the City contracted with Burns and McDonnell to study what was occurring and what needed to be done to improve the water treatment system. In June 2016 Burns and McDonnell presented their study entitled “Water Supply and Treatment Evaluations and Improvements,” which called for certain improvements to protect the City’s water source, improve water treatment, maintain high water quality, and extend the life of the facility. Costs for these improvements were estimated at \$14 million to \$17 million.

In 2017 the City Council decided to use revenues in the Gaming Fund to pay for the necessary improvements rather than raising water rates. In January 2018, the City Council approved a contract with Burns and McDonnell for preparation of construction plans for the Water Plant improvements. At this writing design is nearing 90%. Bidding for construction is currently expected in October, 2019. Construction of improvements is estimated to take about two years.

## **WATER DISTRIBUTION SYSTEM**

The City owns and maintains approximately 41 miles of water pipe ranging from 2 to 18 inches in diameter, as described below:

- 2 to 4-inch diameter – 1,300 feet
- 6-inch diameter – 12.4 miles
- 8-inch diameter – 14.6 miles
- 10-inch diameter – 10.1 miles
- 12-inch diameter – 2.2 miles
- 14-inch diameter – 0.9 miles
- 16-inch diameter – 1,150 feet
- 18-inch diameter – 60 feet (discharge from WTP)

## **WATER MASTER PLAN**

In 2008, Burns and McDonnell Engineers completed a Water Master Plan that provided the City with detailed information about the existing water system conditions and recommendations for short and long-term improvements. The main concern addressed in the study was whether a new water storage tower was needed to increase storage and fire flows for Harrah’s Casino and the Paseo Industrial District. The study concluded that the extension of a 16” water line from the north side of Missouri Route 210 and connecting to the existing water main near the WPC Facility would provide a “looped system” providing sufficient pressure and head loss in this area. In 2010, the City accomplished this water line extension, which is referred to as the “Harrah’s Loop,” and the project was completed successfully.

Completion of the Harrah’s Loop was the most important project that came out of the

2008 Master Plan. Approximately \$3 million (2008 dollars) in long-term water distribution improvements were also recommended, primarily for the replacement of old water lines. These improvements are still advisable and should be planned for by the City in the future, as funds allow. Recommended water line replacements are attached as **Exhibit B**.

### **VALVE EXERCISING PROGRAM**

Over the past six years, Water Division personnel have experienced several broken or frozen isolation valves during responses to water breaks and other emergencies that required that valves be shut off. Furthermore, during some of these emergency responses, valves that were on the location map either could not be located or took several hours to locate.

In 2017 the first phase of a new valve-exercising program began. The first phase includes verifying locations, extending buried valve extensions to grade level, and updating the water facility location map. In FY 2018 an estimated 85 percent of the valve locations were completed, and it is estimated that the first phase will be completed in 2019. The second phase is expected to begin in March 2019 and will primarily focus on exercising valves and replacing those valves that are found to be inoperable. Once this multi-year program is completed, exercising valves and keeping the location map updated will be an ongoing project.

### **INTERCONNECTIONS WITH KANSAS CITY, MISSOURI**

The water distribution system has two emergency connections that can deliver

water from Kansas City, Missouri's (KCMO) water system to North Kansas City's. The main purpose of these emergency connections is to provide a continuous water supply to customers in the event there is a water outage in the NKC system. There is a 10-inch emergency connection located adjacent to the City's water reservoir off of NE 32<sup>nd</sup> Terrace. There is also an 8-inch connection at 32<sup>nd</sup> Avenue & Vernon Street. The connection on Vernon Street was abandoned sometime in the 1990's, but was reconstructed and reconnected in 2016 after a major water main break that caused a water outage to North Kansas City Hospital.

In addition to the KCMO to NKC connections, there is a 10-inch emergency interconnection on Atlantic Street just south of West 9<sup>th</sup> Avenue which serves as an interconnection to provide NKC water to KCMO in the event of an emergency there.

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## **SANITARY SEWER SYSTEM**

Prior to 1996 the City operated a sewer treatment plant which was located in the Paseo Industrial District (PID). In 1996 the City entered into an agreement with Kansas City, Missouri (KCMO) for the treatment of the

City's sewage. The City's sewer aeration tanks, sludge conveyer, and other treatment components of the sewage treatment plant were demolished, and the facility was transformed into a pump station. A force main was constructed along the north side of Birmingham Road to convey the City's sewage approximately three miles to Kansas City's Buckeye Pump Station.

With the exception of the River Forest subdivision and other areas located near the Hospital, the topography in North Kansas City is virtually flat. This presents many challenges for sanitary and storm sewer systems that flow by gravity. The gradient of NKC sanitary sewer lines averages approximately .02 percent, which means that over a distance of 100 feet the pipe will slope down only 1 5/8 inches from the horizontal.

Due to the low percent of grade, the sewage must be pumped in certain areas. There are three sanitary City sewer pump stations: the 19<sup>th</sup> Avenue pump station, located within the Armour Road Redevelopment Area; the Burlington pump station; and the Bedford pump station, which pumps sewage to KCMO.

Another challenge of maintaining sewer pipes with minimum grade is that WPC crews must flush and clean pipes frequently to avoid clogging.

### **CONDITION OF THE SANITARY SEWER SYSTEM**

In 1988 the City began a program to line the inside of its old clay sewer pipes with cure-in-place-pipe (CIPP), which is a plastic product similar to PVC. The CIPP was installed utilizing trenchless technology. By 2001, all 38 miles of sewer lines were lined. In 2003 the City contracted to have all of its 445 manholes lined. These sewer system rehab programs resulted in a reduction of the volume of storm water inflow and infiltration by approximately 45 percent. As a result, fees paid to KCMO for sewage treatment each year are approximately 45 percent lower than they would be if not for the inflow and infiltration reduction program. **Exhibit C** depicts the

volume reduction resulting from the City's pipe and manhole lining program.



In 2010, the City began a program to further reduce the inflow and infiltration of storm water into the sanitary sewer system by replacing broken service laterals at the point where they connect to the sewer mains. From 2010 – 2016 the City's contractor excavated and repaired over 160 sewer connections that were identified as broken. In September 2016 the City contracted for lateral repairs using CIPP trenchless technology. Since then over 165 lateral connections to the main were repaired. This project ended in 2018 due to budget constraints and the inability to quantify infiltration reductions.

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## **STORM SEWER SYSTEM**

The 41-mile storm sewer conveyance system was constructed with minimum gradient, as the sanitary sewers were, due to the flat terrain in most of the City. As a result, storm

water drains somewhat more slowly than in typical storm sewer systems, and occasionally the volume of storm water exceeds the capacity of the pipes during heavy rains. There are several areas within the City, including the Paseo Industrial District, that experience minor flash flooding in the streets during heavy rain events, but which drain well after the rain stops.

### **LEVEES AND NORTH KANSAS CITY LEVEE DISTRICT**

The storm water runoff generated from areas as far north of the City as Vivion Road produces significant flows of a short duration. For this reason, the Hillside Levee and associated drainage ditch was constructed to divert runoff from the hillside area to Rockcreek.

When the Missouri River reaches the stage where the water is higher than the storm sewer outflow pipes, storm water is pumped into the river. There are six storm water pump stations, three of which were constructed by the City in the early 1970's to supplement the other three pump stations that were constructed by the US Army Corps of Engineers (Corps) in the 1950's. Ownership of the Corps pump stations was later conveyed to the Levee District. The Levee District is responsible for major repairs to those constructed by the Corps, and the City is responsible for all repairs of the three City-owned pump stations.





The City is responsible for routine maintenance of all six pump stations. The following is a list of the ownership of each pump station:

Levee District

- Rockcreek Pump Station
- Howell Street Pump Station
- Burlington Pump Station

City

- 26<sup>th</sup> Avenue Pump Station
- Linn-Jasper Pump Station
- Atlantic-Erie Pump Station

The Corps of Engineers inspects the pump stations annually and provides a report of the conditions of each. In addition, the Levee District's Engineers inspect all six pump stations (both the City's and the Levee District's) annually. City WPC staff checks on the pump stations nearly every day, and start pumps up at least once a week to assure they are working properly.



**26<sup>TH</sup> AVENUE PUMP STATION**

## **CONDITION OF THE STORM SEWER SYSTEM**

During the 1990's, as the sanitary sewer system was being re-lined with cure-in-place pipe (CIPP), all of the corrugated metal storm sewer pipes were lined as well. It is estimated that 90 percent of the storm sewer piping is reinforced concrete, which is durable and has a lifespan over 75 years. Repairs of broken storm sewer pipe are rare. Catch basins are not as durable, and the City replaces an average of 14 – 16 each year. The flat terrain in the lower part of the City creates a higher risk of flash flooding than most cities, making it necessary for Public Works crews to clear debris from catch basins on a regular basis.

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## **CONCLUSION**

In general, the City's infrastructure is in average to above average condition. A substantial investment in water treatment plant upgrades, currently in the design phase, will substantially improve the City's rating in Water Treatment. Continued investment and maintenance should allow for stable conditions in other areas of infrastructure in the years to come. City staff looks forward to working with the North Kansas City Special Road District to prioritize and address areas of the City's road system for ongoing maintenance.

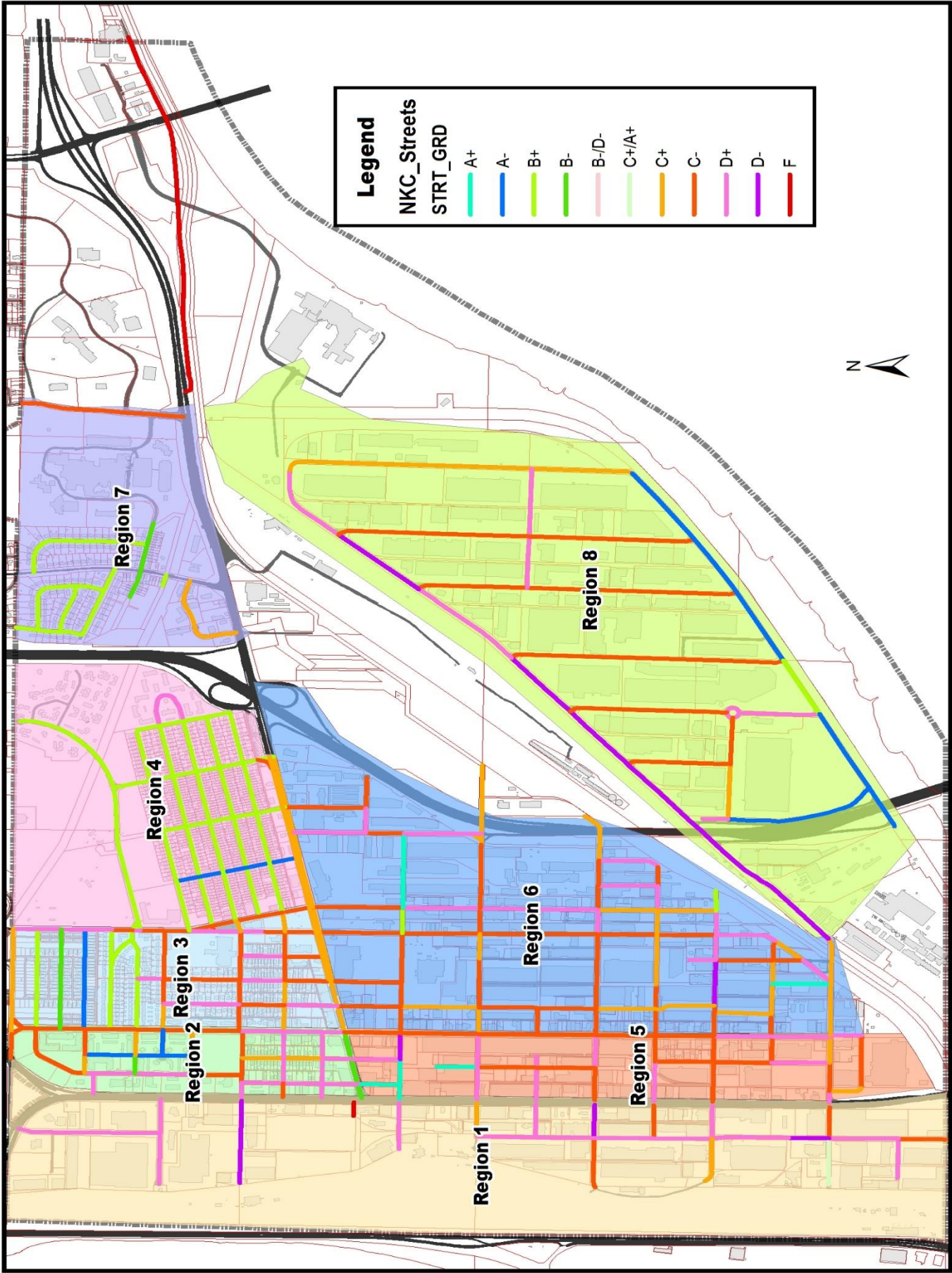


# EXHIBIT A

## STREET CONDITION GRADE CARD

**OVERALL STREET AVERAGE = B-**

<b>A+</b>	NEW CONDITION.
<b>A-</b>	NEAR NEW CONDITION. NO MAINTENANCE NEEDED.
<b>B+</b>	GOOD CONDITION VERY FEW CRACKS OR ISSUES. NO MAINTENANCE NEEDED.
<b>B-</b>	GOOD CONDITION CRACKS PRESENT. MINOR CRACK SEALING SHOULD BE CONSIDERED.
<b>C+</b>	GOOD TO FAIR CONDITION. SOME CRACK SEALING IS REQUIRED.
<b>C-</b>	FAIR CONDITION. EXTENSIVE CRACK SEALING IS REQUIRED. MILLING AND OVERLAYING SHOULD BE CONSIDERED.
<b>D+</b>	FAIR TO POOR CONDITION. ENTIRE STREET NEEDS TO BE MILLED AND OVERLAID. FULL DEPTH REPLACEMENT SHOULD BE CONSIDERED IN SOME AREAS.
<b>D-</b>	POOR CONDITION. MILLING AND OVERLAYING IS REQUIRED. FULL DEPTH REPLACEMENT REQUIRED IN SOME AREAS.
<b>F</b>	FAILURE. STREET IS IN COMPLETE DISREPAIR. STREET WILL REQUIRE TOTAL REMOVAL AND REPLACEMENT.



## REGION ONE STREET CONDITION SCALES

STREET NAME	STREET TYPE	"FROM" STREET	"TO" STREET	STREET GRADE
10TH	AVENUE	ATLANTIC	BURLINGTON	C-
10TH	AVENUE	DEAD END	ATLANTIC	C+/A+
12TH	AVENUE	DEAD END	ATLANTIC	C+
12TH	AVENUE	ATLANTIC	BURLINGTON	D+
13TH	AVENUE	ATLANTIC	BURLINGTON	C-
14TH	AVENUE	DEAD END	ATLANTIC	C-
14TH	AVENUE	ATLANTIC	BURLINGTON	D-
15TH	AVENUE	ATLANTIC	BURLINGTON	D+
16TH	AVENUE	ATLANTIC	BURLINGTON	C+
18TH	AVENUE	MURRAY	BURLINGTON	D+
19TH	AVENUE	DEAD END	BURLINGTON	N/A
23RD	AVENUE	DEAD END	BURLINGTON	D-
23RD	AVENUE	DEAD END	BURLINGTON	D-
26TH	AVENUE	DEAD END	DESIGN	D+
26TH	AVENUE	DESIGN	BURLINGTON	D+
9TH	AVENUE	DEAD END	ATLANTIC	D+
ATLANTIC	STREET	CITY LIMITS	9TH	C-
ATLANTIC	STREET	10TH	11TH	D-
ATLANTIC	STREET	11TH	12TH	D+
ATLANTIC	STREET	12TH	13TH	D+
ATLANTIC	STREET	13TH	14TH	D+
ATLANTIC	STREET	14TH	15TH	D+
ATLANTIC	STREET	15TH	16TH	D+
ATLANTIC	STREET	9TH	10TH	D+
DESIGN	DRIVE	MO 9 HIGHWAY	26TH AVE	D+
DESIGN	DRIVE	MO 9 HIGHWAY	26TH AVE	D+

## REGION TWO STREET CONDITION SCALES

STREET NAME	STREET TYPE	"FROM" STREET	"TO" STREET	STREET GRADE
20TH	AVENUE	BUCHANAN	CLAY	A-
20TH	AVENUE	BURLINGTON	BUCHANAN	A-
20TH	AVENUE	CLAY	SWIFT	A-
21ST	AVENUE	BUCHANAN	CLAY	A-
21ST	AVENUE	CLAY	SWIFT	A-
21ST	AVENUE	BURLINGTON	BUCHANAN	C-
23RD	AVENUE	BURLINGTON	BUCHANAN	A-
23RD	AVENUE	BUCHANAN	CLAY	C-
23RD	AVENUE	BUCHANAN	CLAY	C-
23RD	AVENUE	CLAY	SWIFT	C-
25TH	AVENUE	BUCHANAN	CITYVIEW	A-
25TH	AVENUE	CITYVIEW	SWIFT	A-
26TH	AVENUE	CITYVIEW	SWIFT	A-
27TH	AVENUE	BUCHANAN	CITYVIEW	B-
27TH	AVENUE	CITYVIEW	SWIFT	C+
29TH	AVENUE	CITYVIEW	SWIFT	C-
29TH	AVENUE	BUCHANAN	CITYVIEW	C+
29TH	AVENUE	BURLINGTON	BUCHANAN	D+
32ND	AVENUE	SWIFT	OAK	C-
32ND	AVENUE	SWIFT	SWIFT	C+
ARMOUR	ROAD	BUCHANAN	CLAY	B-
ARMOUR	ROAD	BURLINGTON	BUCHANAN	B-
ARMOUR	ROAD	CLAY	SWIFT	B-
BUCHANAN	AVENUE	ARMOUR	20TH	A-
BUCHANAN	AVENUE	23RD	25TH	C-
BUCHANAN	AVENUE	29TH	31ST	C-
BUCHANAN	AVENUE	20TH	21ST	D+
BUCHANAN	AVENUE	21ST	23RD	D+
BUCHANAN	AVENUE	25TH	27TH	D+
BUCHANAN	AVENUE	27TH	29TH	D+
BUCHANAN	AVENUE	27TH	29TH	D+
CITYVIEW	DRIVE	25TH	26TH	A-
CITYVIEW	DRIVE	26TH	27TH	A-
CITYVIEW	DRIVE	27TH	29TH	A-
CLAY	STREET	20TH	21ST	A-
CLAY	STREET	21ST	23RD	A-
CLAY	STREET	ARMOUR	20TH	A-

<b>STREET NAME</b>	<b>STREET TYPE</b>	<b>"FROM" STREET</b>	<b>"TO" STREET</b>	<b>STREET GRADE</b>
SWIFT	STREET	23RD	25TH	C-
SWIFT	STREET	25TH	26TH	C-
SWIFT	STREET	26TH	27TH	C-
SWIFT	STREET	27TH	28TH	C-
SWIFT	STREET	28TH	29TH	C-
SWIFT	STREET	29TH	30TH	C-
SWIFT	STREET	30TH	31ST	C-
SWIFT	STREET	31ST	32ND	C-
SWIFT	STREET	31ST	32ND	C-
SWIFT	STREET	31ST	32ND	C-
SWIFT	STREET	20TH	21ST	D+
SWIFT	STREET	21ST	23RD	D+
SWIFT	STREET	23RD	25TH	D+
SWIFT	STREET	ARMOUR	20TH	D+

## REGION THREE STREET CONDITION SCALES

STREET NAME	STREET TYPE	"FROM" STREET	"TO" STREET	STREET GRADE
21ST	AVENUE	GENTRY	HOWELL	C-
21ST	AVENUE	HOWELL	IRON	C-
21ST	AVENUE	ERIE	FAYETTE	C+
21ST	AVENUE	FAYETTE	GENTRY	C+
21ST	AVENUE	SWIFT	ERIE	C+
23RD	AVENUE	FAYETTE	GENTRY	A-
23RD	AVENUE	GENTRY	HOWELL	A-
23RD	AVENUE	HOWELL	IRON	A-
23RD	AVENUE	OLIVER	ERIE	A-
23RD	AVENUE	SWIFT	OLIVER	A-
23RD	AVENUE	ERIE	FAYETTE	A-
24TH	AVENUE	HOWELL	IRON	C-
26TH	AVENUE	ERIE	FAYETTE	A-
26TH	AVENUE	FAYETTE	HOWELL	A-
26TH	AVENUE	OLIVER	ERIE	A-
26TH	AVENUE	SWIFT	OLIVER	A-
27TH	AVENUE	HOWELL TERRACE	HOWELL	A-
27TH	AVENUE	SWIFT	FAYETTE	A-
27TH	AVENUE	FAYETTE	HOWELL TERRACE	A-
28TH	AVENUE	HOWELL TERRACE	HOWELL	B+
28TH	AVENUE	SWIFT	HOWELL TERRACE	B+
29TH	AVENUE	SWIFT	HOWELL	A-
30TH	AVENUE	SWIFT	HOWELL	B-
31ST	AVENUE	SWIFT	HOWELL	B+
32ND	AVENUE	SWIFT	HOWELL	C+
ARMOUR	ROAD	ERIE	FAYETTE	C+
ARMOUR	ROAD	FAYETTE	GENTRY	C+
ARMOUR	ROAD	GENTRY	HOWELL	C+
ARMOUR	ROAD	HOWELL	IRON	C+
ARMOUR	ROAD	SWIFT	ERIE	C+
ERIE	STREET	21ST	23RD	A-
ERIE	STREET	23RD	26TH	A-
ERIE	STREET	ARMOUR	21ST	A-

<b>STREET NAME</b>	<b>STREET TYPE</b>	<b>"FROM" STREET</b>	<b>"TO" STREET</b>	<b>STREET GRADE</b>
FAYETTE	STREET	23RD	26TH	A-
FAYETTE	STREET	ARMOUR	21ST	A-
FAYETTE	STREET	21ST	23RD	A-
FAYETTE	STREET	26TH	27TH	A-
GENTRY	STREET	ARMOUR	21ST	A-
GENTRY	STREET	21ST	23RD	D+
HOWELL	STREET	ARMOUR	21ST	A-
HOWELL	STREET	21ST	23RD	A-
HOWELL	TERRACE	27TH	28TH	B+
HOWELL	STREET	25TH	26TH	C-
HOWELL	STREET	26TH	CLARK FERGUSSON	C-
HOWELL	STREET	27TH	28TH	C-
HOWELL	STREET	23RD	24TH	D+
HOWELL	STREET	24TH	25TH	D+
HOWELL	STREET	28TH	29TH	D+
HOWELL	STREET	29TH	30TH	D+
HOWELL	STREET	30TH	31ST	D+
HOWELL	STREET	31ST	32ND	D+
HOWELL	STREET	CLARK FERGUSSON	27TH	D+
IRON	STREET	21ST	22ND	C-



## REGION FOUR STREET CONDITION SCALES

STREET NAME	STREET TYPE	"FROM" STREET	"TO" STREET	STREET GRADE
21ST	AVENUE	IRON	KNOX	B+
21ST	AVENUE	KNOX	MACON	B+
21ST	AVENUE	MACON	OZARK	B+
21ST	AVENUE	OZARK	QUEBEC	B+
22ND	AVENUE	OZARK	QUEBEC	B+
22ND	AVENUE	IRON	KNOX	B+
22ND	AVENUE	KNOX	MACON	B+
22ND	AVENUE	MACON	OZARK	B+
23RD	AVENUE	IRON	KNOX	B+
23RD	AVENUE	MACON	OZARK	B+
23RD	AVENUE	KNOX	MACON	B+
23RD	AVENUE	OZARK	QUEBEC	B+
24TH	AVENUE	IRON	KNOX	B+
24TH	AVENUE	KNOX	MACON	B+
24TH	AVENUE	MACON	OZARK	B+
24TH	AVENUE	OZARK	QUEBEC	B+
25TH	AVENUE	OZARK	QUEBEC	B+
25TH	AVENUE	IRON	KNOX	B+
25TH	AVENUE	KNOX	MACON	B+
25TH	AVENUE	MACAN	OZARK	B+
ARMOUR	ROAD	IRON	KNOX	C+
ARMOUR	ROAD	KNOX	LINN	C+
ARMOUR	ROAD	LINN	MACON	C+
ARMOUR	ROAD	MACON	OZARK	C+
CLARK FERGUSON	DRIVE	HOWELL	OZARK	B+
CLARK FERGUSON	DRIVE	HOWELL	OZARK	B+
CLARK FERGUSON	DRIVE	HOWELL	OZARK	B+
KNOX	STREET	21ST	22ND	A-
KNOX	STREET	22ND	23RD	A-
KNOX	STREET	23RD	24TH	A-
KNOX	STREET	24TH	25TH	A-
KNOX	STREET	ARMOUR	21ST	A-

<b>STREET NAME</b>	<b>STREET TYPE</b>	<b>"FROM" STREET</b>	<b>"TO" STREET</b>	<b>STREET GRADE</b>
MACON	STREET	21ST	22ND	B+
MACON	STREET	22ND	23RD	B+
MACON	STREET	23RD	24TH	B+
MACON	STREET	24TH	25TH	B+
MACON	STREET	ARMOUR	21ST	B+
ORLEANS	CIRCLE	23RD	24TH	D+
OZARK	STREET	21ST	22ND	B+
OZARK	STREET	22ND	23RD	B+
OZARK	STREET	23RD	24TH	B+
OZARK	STREET	24TH	25TH	B+
OZARK	STREET	25TH	CLARK FERGUSSON	B+
OZARK	STREET	ARMOUR	21ST	B+
OZARK	STREET	OZARK	END	B+
OZARK	STREET	OZARK	END	B+
OZARK	STREET	OZARK	END	B+
OZARK	STREET	OZARK	END	B+
QUEBEC	STREET	21ST	22ND	B+
QUEBEC	STREET	22ND	23RD	B+
QUEBEC	STREET	23RD	24TH	B+
QUEBEC	STREET	24TH	25TH	B+

## REGION FIVE STREET CONDITION SCALES

STREET NAME	STREET TYPE	"FROM" STREET	"TO" STREET	STREET GRADE
10TH	AVENUE	RYERSON	CLAY	C-
10TH	AVENUE	CLAY	SWIFT	C+
10TH	AVENUE	BURLINGTON	RYERSON	D+
11TH	AVENUE	CLAY	SWIFT	C-
12TH	AVENUE	BURLINGTON	CLAY	C-
12TH	AVENUE	CLAY	SWIFT	C-
13TH	AVENUE	CLAY	SWIFT	C-
13TH	AVENUE	BURLINGTON	CLAY	D+
14TH	AVENUE	BURLINGTON	CLAY	C-
14TH	AVENUE	CLAY	SWIFT	D+
15TH	AVENUE	BURLINGTON	CLAY	D+
15TH	AVENUE	CLAY	DEAD END	D+
16TH	ROAD	BURLINGTON	CLAY	D+
16TH	ROAD	CLAY	SWIFT	D+
18TH	AVENUE	BUCHANAN	CLAY	A+
18TH	AVENUE	BURLINGTON	BUCHANAN	A+
18TH	AVENUE	CLAY	SWIFT	D-
18TH	AVENUE	CLAY	SWIFT	D-
9TH	AVENUE	RYERSON	SWIFT	C-
BUCHANAN	AVENUE	18TH	ARMOUR	A+
CLAY	STREET	18TH	ARMOUR	A-
CLAY	STREET	16TH	DEAD END	A+
CLAY	STREET	11TH	12TH	C-
CLAY	STREET	12TH	13TH	C-
CLAY	STREET	14TH	15TH	C-
CLAY	STREET	15TH	16TH	C-
CLAY	STREET	10TH	11TH	D+
RYERSON	STREET	9TH	10TH	C+
SWIFT	STREET	12TH	13TH	C-
SWIFT	STREET	13TH	14TH	C-
SWIFT	STREET	14TH	15TH	C-
SWIFT	STREET	15TH	16TH	C-
SWIFT	STREET	16TH	18TH	C-
SWIFT	STREET	18TH	ARMOUR	C-
SWIFT	STREET	10TH	11TH	D+
SWIFT	STREET	11TH	12TH	D+
SWIFT	STREET	9TH	10TH	D+
10TH	AVENUE	RYERSON	CLAY	C-
10TH	AVENUE	CLAY	SWIFT	C+
10TH	AVENUE	BURLINGTON	RYERSON	D+
11TH	AVENUE	CLAY	SWIFT	C-

# REGION SIX STREET CONDITION SCALES

STREET NAME	STREET TYPE	"FROM" STREET	"TO" STREET	STREET GRADE
10TH	AVENUE	RAILROAD	BEDFORD	C+
10TH	AVENUE	SWFT	RAILROAD	C+
11TH	AVENUE	GENTRY	HOWELL	C-
11TH	AVENUE	SWIFT	ERIE	C-
11TH	AVENUE	ERIE	FAYETTE	C+
11TH	AVENUE	FAYETTE	GENTRY	C+
12TH	AVENUE	IRON	DEAD END	B+
12TH	AVENUE	EIRIE	ERIE	C-
12TH	AVENUE	ERIE	GENTRY	D-
12TH	AVENUE	GENTRY	HOWELL	D+
12TH	AVENUE	HOWELL	IRON	D+
13TH	AVENUE	ERIE	FAYETTE	C-
13TH	AVENUE	JASPER	KNOX	C-
13TH	AVENUE	SWIFT	ERIE	C-
13TH	AVENUE	FAYETTE	HOWELL	C+
13TH	AVENUE	HOWELL	IRON	C+
13TH	AVENUE	IRON	JASPER	D+
14TH	AVENUE	ERIE	FAYETTE	C-
14TH	AVENUE	FAYETTE	GENTRY	C-
14TH	AVENUE	GENTRY	HOWELL	C-
14TH	AVENUE	IRON	JASPER	C-
14TH	AVENUE	JASPER	KNOX	C-
14TH	AVENUE	SWIFT	ERIE	C-
14TH	AVENUE	KNOX	DEAD END	C+
14TH	AVENUE	HOWELL	IRON	D+
15TH	AVENUE	SWIFT	ERIE	C-
16TH	ROAD	ERIE	GENTRY	A+
16TH	ROAD	HOWELL	IRON	A+
16TH	ROAD	IRON	LINN	A+
16TH	ROAD	GENTRY	HOWELL	A+
16TH	ROAD	SWIFT	ERIE	A+
16TH	ROAD	IRON	LINN	A+
16TH	AVENUE	LINN	I-35	C+
18TH	AVENUE	HOWELL	IRON	A+
18TH	AVENUE	IRON	LINN	A+
18TH	AVENUE	ERIE	FAYETTE	C-
18TH	AVENUE	FAYETTE	HOWELL	C-
18TH	AVENUE	SWIFT	ERIE	C-
19TH	AVENUE	MACON	DEAD END	C-
19TH	AVENUE	LINN	MACON	D+

STREET NAME	STREET TYPE	"FROM" STREET	"TO" STREET	STREET GRADE
ERIE	STREET	14TH	15TH	C-
ERIE	STREET	15TH	16TH	C-
ERIE	STREET	18TH	ARMOUR	C-
ERIE	STREET	13TH	14TH	C+
ERIE	STREET	16TH	18TH	C+
FAYETTE	STREET	10TH	11TH	A+
FAYETTE	STREET	18TH	ARMOUR	C-
GENTRY	STREET	11TH	12TH	C-
GENTRY	STREET	RAILROAD	11TH	C-
GENTRY	STREET	12TH	13TH	D+
HOWELL	STREET	12TH	13TH	C-
HOWELL	STREET	13TH	14TH	C-
HOWELL	STREET	14TH	16TH	C-
HOWELL	STREET	16TH	18TH	C-
HOWELL	STREET	18TH	ARMOUR	C-
HOWELL	STREET	11TH	12TH	D+
IRON	STREET	18TH	ARMOUR	C-
IRON	STREET	12TH	13TH	C+
IRON	STREET	13TH	14TH	C+
IRON	STREET	14TH	16TH	D+
IRON	STREET	16TH	18TH	D+
JASPER	STREET	13TH	14TH	D+
KNOX	STREET	13TH	14TH	D+
LINN	ROAD	18TH	19TH	C-
LINN	ROAD	16TH	18TH	D+
LINN	ROAD	16TH	18TH	D+
LINN	ROAD	19TH	ARMOUR	D+
MACON	STREET	19TH	ARMOUR	C-
RAILROAD	AVENUE	GENTRY	11TH	C+
RAILROAD	AVENUE	10TH	GENTRY	D+

## REGION SEVEN STREET CONDITION SCALES

STREET NAME	STREET TYPE	"FROM" STREET	"TO" STREET	STREET GRADE
24TH	AVENUE	DEAD END	VERNON	B+
26TH	AVENUE	DEAD END	VERNON	B-
26TH	AVENUE	SEMINOLE	DEAD END	B-
26TH	AVENUE	VERNON	SEMINOLE	B-
28TH	AVENUE	CHEYENNE	VERNON	B+
28TH	AVENUE	CHIPPEWA	CHEYENNE	B+
29TH	AVENUE	CHIPPEWA	CHEYENNE	B+
32ND	AVENUE	SEMINOLE	VERNON	C+
CHEYENNE	CIRCLE	28TH	29TH	B+
CHEYENNE	CIRCLE	CHIPPEWA	29TH	B+
CHIPPEWA	DRIVE	28TH	29TH	B+
CHIPPEWA	DRIVE	29TH	CHEYENNE	B+
CHIPPEWA	DRIVE	CHEYENNE	CITY LIMITS	B+
M 10	STREET	ARMOUR	CITY LIMITS	C-
M 10	STREET	ARMOUR	CITY LIMITS	C-
M 10	STREET	ARMOUR	CITY LIMITS	C-
SEMINOLE	DRIVE	26TH	VERNON	A-
TANEY	STREET	ARMOUR	VERNON	C+
WALKER	STREET	ARMOUR	CITY LIMITS	C-

## REGION EIGHT STREET CONDITION SCALES

STREET NAME	STREET TYPE	"FROM" STREET	"TO" STREET	STREET GRADE
12TH	AVENUE	OZARK	QUEBEC	C-
12TH	AVENUE	MACON	OZARK	C+
15TH	AVENUE	TANEY	VERNON	D+
15TH	AVENUE	VERNON	WARREN	D+
BEDFORD	AVENUE	10TH	I-35	C-
BEDFORD	AVENUE	10TH	I-35	C-
BEDFORD	AVENUE	I-35	OZARK	D-
BEDFORD	AVENUE	OZARK	QUEBEC	D+
BEDFORD	AVENUE	QUEBEC	SALINE	D-
BEDFORD	AVENUE	TANEY	VERNON	D+
BEDFORD	AVENUE	SALINE	TANEY	D+
BEDFORD	AVENUE	VERNON	WARREN	C+
LEVEE	STREET	I-35	QUEBEC	A-
LEVEE	STREET	I-35	QUEBEC	A-
LEVEE	STREET	I-35	QUEBEC	A-
LEVEE	STREET	I-35	QUEBEC	A-
LEVEE	STREET	I-35	QUEBEC	A-
LEVEE	STREET	SALINE	TANEY	A-
LEVEE	STREET	TANEY	VERNON	A-
LEVEE	STREET	VERNON	WARREN	A-
LEVEE	STREET	QUEBEC	SALINE	B+
MACON	STREET	LEVEE	12TH	A-
MACON	STREET	12TH	DEAD END	D+
OZARK	STREET	12TH	BEDFORD	C-
QUEBEC	STREET	12TH	BEDFORD	C-
QUEBEC	STREET	12TH	BEDFORD	D+
QUEBEC	STREET	LEVEE	12TH	D+
QUEBEC	STREET	OZARK	QUEBEC	D+
QUEBEC	STREET	OZARK	QUEBEC	D+
SALINE	STREET	LEVEE	BEDFORD	C-
SALINE	STREET	LEVEE	BEDFORD	D+
TANEY	STREET	15TH	BEDFORD	C-
TANEY	STREET	LEVEE	15TH	C-
VERNON	STREET	15TH	BEDFORD	C-
VERNON	STREET	LEVEE	15TH	C-
WARREN	STREET	15TH	BEDFORD	C+
WARREN	STREET	LEVEE	15 <sup>TH</sup>	C+

## **EXHIBIT B**

### **LIST OF PROPOSED FUTURE WATER LINE IMPROVEMENTS FROM 2008 WATER MASTER PLAN (IN ORDER OF PRIORITY)**



TABLE 7.1

NORTH KANSAS CITY, MISSOURI  
WATER MASTER PLAN  
CAPITAL IMPROVEMENT PROGRAM

Year	Priority	Item	General Location (st or near address)	Development Area <sup>1</sup>	Quantity	Unit	Unit Cost <sup>1</sup>	Opinion of Probable Cost	Developer Portion <sup>2</sup>	City Portion	Model Designation
Completed		Build-out System Hydraulics Improvements									
	A	WTP Meter Vault	WTP Yard	na	na	LS	\$144,000	\$144,000	\$0	\$144,000	na
	A	Pump 3 & 4 Replacement (and motor)	WTP	na	na	LS	\$94,000	\$94,000	\$0	\$94,000	na
	A	Pump 1 Impeller Replacement (and motor)	WTP	na	na	LS	\$55,000	\$58,000	\$0	\$58,000	na
	A	16-inch parallel pipe	WTP Improvements - yard piping	na	78	LF	\$128	\$14,000	\$0	\$14,000	48
	A	16-inch parallel pipe	WTP Improvements - yard piping	na	79	LF	\$128	\$14,000	\$0	\$14,000	51
	A	16-inch parallel pipe	WTP Improvements - yard piping	na	25	LF	\$128	\$5,000	\$0	\$5,000	53
	A	16-inch parallel pipe	WTP Improvements - yard piping	na	82	LF	\$128	\$15,000	\$0	\$15,000	55
	A	16-inch parallel pipe	on Armour from Burlington to Buchanan	na	117	LF	\$128	\$21,000	\$0	\$21,000	57
	A	16-inch parallel pipe	on Armour from Burlington to Buchanan	na	194	LF	\$128	\$36,000	\$0	\$36,000	59
	A	16-inch parallel pipe	on Armour from Buchanan to Clay	na	364	LF	\$128	\$67,000	\$0	\$67,000	61
	A	16-inch parallel pipe	on Armour from Clay to Swift	na	388	LF	\$128	\$68,000	\$0	\$68,000	63
	A	12-inch parallel pipe (Southern PID Loop, Leg 1)	From WTP to 16th and North Atlantic	na	1,723	LF	\$66	\$238,000	\$0	\$238,000	47
	A	12-inch parallel pipe (Southern PID Loop, Leg 3)	on 10th from Burlington to Clay	na	500	LF	\$98	\$89,000	\$0	\$89,000	33
	A	12-inch parallel pipe (Southern PID Loop, Leg 3)	on 10th from Clay to Erie	na	626	LF	\$98	\$88,000	\$0	\$88,000	35
	A	12-inch parallel pipe (Southern PID Loop, Leg 3)	on 10th from North Atlantic to Burlington	na	480	LF	\$98	\$66,000	\$0	\$66,000	39
	A	12-inch parallel pipe (Southern PID Loop, Leg 3)	on 10th from Erie to Gentry	na	1,079	LF	\$128	\$198,000	\$0	\$198,000	65
	A	16-inch Horizontal Boring, Leg 3	Railroad	na	na	LS	\$175,000	\$175,000	\$0	\$175,000	67
Completed	A	Northern PID Loop & 16-inch Horizontal Boring	Armour and Railroad	na	na	LS	\$890,000	\$890,000	\$0	\$890,000	29
Subtotal Priority A - Existing System Improvements											
									\$2,058,000	\$0	\$2,058,000
	B	Development Driven Improvements									
	B	6-inch connection	West end of 20th	Old Mill Area	464	LF	\$48	\$32,000	\$32,000	\$0	P-1002
	B	6-inch connection	West end of 23rd	Old Mill Area	494	LF	\$48	\$34,000	\$34,000	\$0	P-1003
	B	8-inch connection	area southeast of I-29	Comm./Res.	225	LF	\$64	\$21,000	\$21,000	\$0	31
	B	8-inch connection	area southeast of I-29	Comm./Res.	789	LF	\$64	\$72,000	\$72,000	\$0	P-1004
	B	8-inch connection	area southeast of I-29	Comm./Res.	1,422	LF	\$64	\$131,000	\$131,000	\$0	P-1005
	B	8-inch connection	NKC Hospital expansion	Hospital	272	LF	\$64	\$25,000	\$25,000	\$0	P-1001
Subtotal Priority B - Development Driven Improvements											
									\$315,000	\$315,000	\$0
	C	Fire Flow Improvements									
	C	8-inch connection	on Swift from Armour to 18th (leg 1)	Swift St. Fire Flow Improvements	639	LF	\$64	\$69,000	\$0	\$69,000	129
	C	8-inch connection	intersection of 18th and Swift (leg 2) - north side	Swift St. Fire Flow Improvements	24	LF	\$64	\$2,000	\$0	\$2,000	103
	C	8-inch connection	intersection of 18th and Swift (leg 1) - south side	Swift St. Fire Flow Improvements	55	LF	\$64	\$5,000	\$0	\$5,000	127
	C	6-inch connection	on Swift from 18th to 16th (leg 2)	Swift St. Fire Flow Improvements	59	LF	\$48	\$4,000	\$0	\$4,000	89
	C	6-inch connection	on Swift from 18th to 16th	Swift St. Fire Flow Improvements	745	LF	\$48	\$51,000	\$0	\$51,000	97
	C	6-inch connection	on Swift from 16th to 15th	Swift St. Fire Flow Improvements	752	LF	\$48	\$52,000	\$0	\$52,000	83
	C	6-inch connection	on 18th from Swift to Clay	Swift St. Fire Flow Improvements	364	LF	\$48	\$25,000	\$0	\$25,000	101
	C	6-inch connection	on Erie from Armour to 21st	Erie St. Fire Flow Improvements	569	LF	\$48	\$39,000	\$0	\$39,000	131
	C	6-inch connection	on Erie from 21st to 23rd	Erie St. Fire Flow Improvements	517	LF	\$48	\$36,000	\$0	\$36,000	133

Year	Priority	Item	General Location (at or near address)	Development Areas <sup>1</sup> Improvements	Quantity	Unit	Unit Cost <sup>3</sup>	Opinion of Probable Cost	Developer Portion <sup>2</sup>	City Portion	Model Designation
	C	8-inch connection	on Erie from 23rd to 26th	27th St. FF. Imp.	868	LF	\$48	\$60,000	\$0	\$60,000	135
	C	8-inch connection	on 27th from Buchanan to Swift		512	LF	\$64	\$47,000	\$0	\$47,000	137
	C	8-inch connection	on 28th from Swift to Howell Terr. (leg 1)		540	LF	\$48	\$37,000	\$0	\$37,000	139
	C	8-inch connection	on 28th from Swift to Howell Terr. (leg 2)	28th St. Fire Flow Improvements	457	LF	\$48	\$32,000	\$0	\$32,000	141
	C	8-inch connection	on 28th from Howell Terr. To Howell St. (leg 1)		31	LF	\$48	\$2,000	\$0	\$2,000	143
	C	8-inch connection	on 28th from Howell Terr. To Howell St. (leg 2)		305	LF	\$48	\$21,000	\$0	\$21,000	145
	C	12-inch connection	on Howell St. at Armour Intersection (leg 1)		8	LF	\$96	\$1,000	\$0	\$1,000	147
	C	12-inch connection	on Howell St. from Armour to 21st (leg 2)		327	LF	\$96	\$45,000	\$0	\$45,000	149
	C	12-inch connection	on Howell St. from 21st to 22nd	Howell Street Fire Flow Improvements	250	LF	\$96	\$35,000	\$0	\$35,000	151
	C	10-inch connection	on Howell St. from 22nd to 23rd (leg 1)		266	LF	\$80	\$31,000	\$0	\$31,000	153
	C	10-inch connection	on Howell St. from 22nd to 23rd (leg 2)		51	LF	\$80	\$6,000	\$0	\$6,000	155
	C	10-inch connection	on Howell St. from 23rd to 24th		273	LF	\$80	\$31,000	\$0	\$31,000	157
	C	6-inch connection	on Howell St. from 24th to 26th		266	LF	\$80	\$31,000	\$0	\$31,000	159
	C	6-inch connection	on 24th from Howell St. to Knox		768	LF	\$48	\$53,000	\$0	\$53,000	193
	C	6-inch connection	on 24th from Knox to Macon	24th St. Fire Flow Improvements	751	LF	\$48	\$52,000	\$0	\$52,000	161
	C	6-inch connection	on 24th from Macon to Ozark		651	LF	\$48	\$45,000	\$0	\$45,000	163
	C	6-inch connection	on 25th from Macon to Ozark	25th St. Fire Flow Improvements	767	LF	\$48	\$53,000	\$0	\$53,000	191
	C	12-inch connection	on Ozark from 24th to 26th		748	LF	\$96	\$52,000	\$0	\$52,000	167
	C	12-inch connection	on Ozark from 25th existing 14" connection (leg 1)		271	LF	\$96	\$37,000	\$0	\$37,000	165
	C	12-inch connection	on Ozark from existing 14" to Clark Ferg. (leg 2)	Ozark St. Fire Flow Improvements	165	LF	\$96	\$23,000	\$0	\$23,000	169
	C	10-inch connection	Intersection of Clark Ferguson and Ozark		370	LF	\$96	\$51,000	\$0	\$51,000	171
	C	10-inch connection			24	LF	\$80	\$3,000	\$0	\$3,000	173
<b>Subtotal Priority C - Fire Flow Improvements</b>								<b>\$1,021,000</b>	<b>\$0</b>	<b>\$1,021,000</b>	
<b>Build-out Total</b>								<b>\$3,390,000</b>	<b>\$320,000</b>	<b>\$3,080,000</b>	

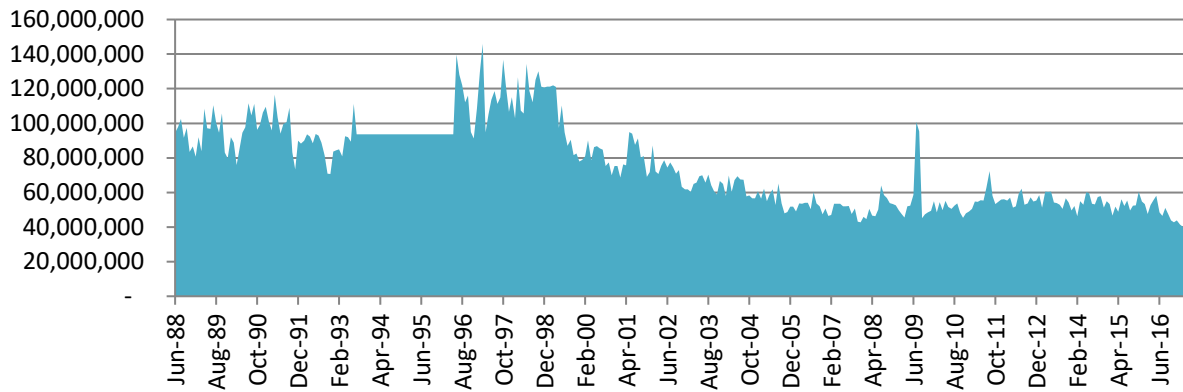
Notes:

1. New transmission lines in the existing distribution system included pavement removal and replacement.
2. Developer portion costs are based on an 8-inch equivalent cost in year 2007 and include pavement removal and replacement.
3. Unit costs for pipe is based on DIP.

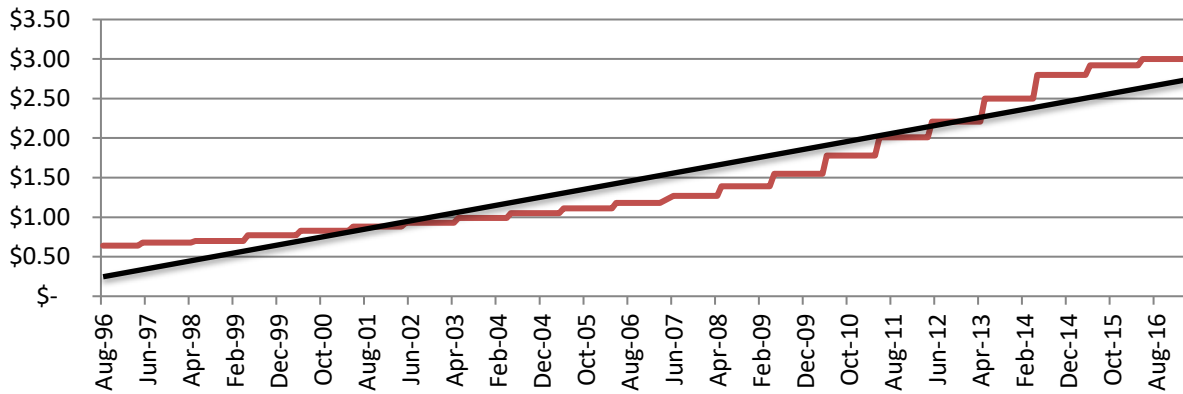
## **EXHIBIT C**

**GRAPHS DEPICT THE VOLUME REDUCTION THAT RESULTED FROM THE CITY'S CIPP AND MANHOLE LINING PROGRAMS**

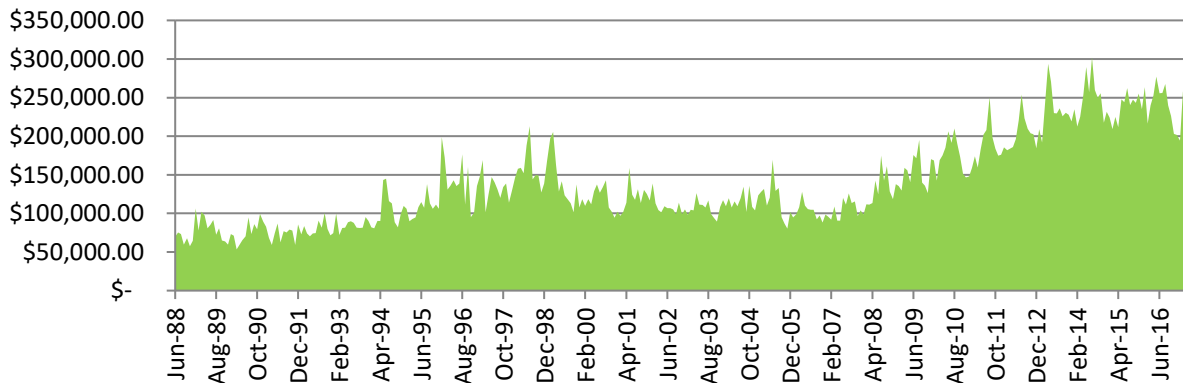
### Measured Flow in Gallons



### Volume Charge Rate per CCF



### Expenditures for Sewage Treatment



**Minutes of the North Kansas City, Missouri City Regular Council Meeting of  
March 19, 2019**

The City Council met in regular session on Tuesday, March 19, 2019, in the North Kansas City Council Chambers at 7:00 p.m.

The following were present:

Mayor: Don Stielow  
Councilmembers: Bryant DeLong  
Rita Pearce  
Valerie Pearman - Absent  
Bill Sanders  
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  
Kris Smith, IT  
Pat Hawver, Public Works Director  
David Harris, Building Official  
Shirley Land, Finance 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

Mr. George Schluter of 800 E 23<sup>rd</sup> Avenue approached the Council regarding the Council decision at its previous meeting to adopt the 2018 International Commercial Code. Mr. Schluter requested that certain amendments be made to the ordinance recently passed by the City Council. City Administrator Eric Berlin stated that staff appreciated Mr. Schluter's comments, and would work with him to evaluate them further and bring comments on them back to the Council at a later date. Comments from the Public

Consent agenda included the following items:

Approval of the minutes of the Work Session Meeting of March 5, 2019

Approval of the minutes of the Regular Council Meeting of March 5, 2019

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

Consideration of a Short-Term Conditional Use Permit – Extension of Closure of Howell Street. City Administrator Eric Berlin stated that on November 6, 2018, the City Council approved a short-term conditional use permit requested by the North Kansas City School District to close Howell Street to vehicular traffic between 23rd and 25th Avenues. The short-term conditional use permit expires at the end of March. In its letter dated March 8, 2019, the School District requests permission to extend the closure through 2019. Dr. Tim Gallagher from the School District presented the request to the Council. Discussion ensued. C. Farr moved to approve the Short-Term Conditional Use Permit request, seconded by C. Clevenger. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C Pearce, yes –C. Sanders, yes – C. Clevenger, yes – C. Stewart, yes. Motion carried.

Councilmember Rita Pearce read a proclamation recognizing the North Kansas City High School Lady Hornets for winning the First Girls Basketball State Championship in program history against Jefferson City on March 16, 2018. The proclamation was presented to Mr. Gallagher.

Consideration of an Ordinance Amending Ordinance No. 9176 and Chapter 15.08, "International Building Code," and Chapter 15.30, "International Existing Building Code," of Title 15, "Buildings and Construction," of the Code of the City of North Kansas City, Missouri {Bill No. 7384 (Ordinance No. 9181)}. Due to the comments from Mr. George Schluter earlier in this meeting, and to give staff more time to research this item, Mayor Don Stielow pulled this item from the agenda.

Consideration of an Ordinance Amending Title 17, Zoning Ordinance of the Code of the City of North Kansas City, Missouri Regarding Medical Marijuana {Bill No. 7386 (Ordinance No. 9183)}. City Administrator Berlin asked Community Development Director Sara Copeland to

Consent Agenda

Short-Term Conditional Use Permit – Extension of Closure of Howell Street

Proclamation for the Lady Hornets

Ordinance No. 9181 – Amendment to City Code at Title 15, "Buildings and Construction," Chapter 15.08 and Chapter 15.30

Ordinance No. 9183 – Zoning Ordinance Text Amendments

present this item to Council. Ms. Copeland stated that on November 6, 2018, Missouri voters approved Constitutional Amendment 2, establishing a right to access medical marijuana and establishing steps for state permits related to the cultivation, manufacture, distribution, and use of marijuana for qualifying patients. While the Department of Health and Senior Services continues to work on drafting rules for implementation of Amendment 2, the City also needs to amend local ordinances regarding medical marijuana, particularly with regard to land use regulations. Staff discussed recommended zoning ordinance amendments at a City Council work session on February 5. The Planning Commission held the required public hearing on Thursday, March 14, 2019. No one spoke at the hearing. The Planning Commission voted unanimously to recommend approval of the amendments to the City Council. Discussion ensued. C. Farr moved that Bill No. 7386 be placed on first reading, seconded by C. Sanders. The roll was called, and the vote was as follows: C. Steffen, no – C. Farr, yes – C. DeLong, yes – C. Pearce, yes –C. Sanders, yes – C. Clevenger, yes – C. Stewart, yes. Motion carried with 6 yes, 1 absent, 1 nay. Bill No. 7386 was read. C. Farr moved that Bill No. 7386 be placed on second and final reading and passed as Ordinance No. 9183, seconded by C. Sanders. The roll was called, and the vote was as follows: C. Steffen, no – C. Farr, yes – C. DeLong, yes – C. Pearce, yes –C. Sanders, yes – C. Clevenger, yes – C. Stewart, yes. Motion carried with 6 yes, 1 absent, 1 nay. Bill No. 7386 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9183, was signed and approved by the Mayor, and attested by the City Clerk.

Regarding Medical  
Marijuana

Consideration of a Resolution Amending the Gaming Fund Budget for Fiscal Year 2018-2019 in the Amount of \$16,271 for Accounting and Billing Software Upgrades (Resolution No. 19-015). City Administrator Berlin stated that staff requests a budget amendment pertaining to an overage in a budgeted project for an accounting and billing software upgrade, as well as additional accounting/billing software upgrades that staff recommends, as explained in the staff memo in the Council's packet. C. Sanders moved to approve Resolution No. 19-015, seconded by C. Farr. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C. Pearce, yes –C. Sanders, yes – C. Clevenger, yes – C. Stewart, yes. Motion carried.

Resolution No. 19-015  
– Budget Amendment  
– Accounting and  
Billing Software

Consideration of a Resolution Authorizing a Side Letter Agreement with the International Association of Firefighters Local No. 42 to Add the Job Title of Firefighter Medic Student to Pay Rate Table (Resolution No. 19-014). City Administrator Berlin asked Fire Chief Dave Hargis to present

Resolution No. 19-014  
– Side Letter with  
I.A.F.F. Local #42

this item to Council. Mr. Hargis stated that staff proposes adding a job title to the pay schedule in the Collective Bargaining Agreement between the City and IAFF Local #42. One of the major challenges facing the North Kansas City Fire Department is the recruitment of quality firefighter/paramedics. The demand for paramedics in the region has made it difficult for North Kansas City to attract applicants for the position. One remedy the City has used for this is to sponsor current regular employees for paramedic school. In addition to going through school, aspiring paramedics are required to put in 300 hours of clinical time in hospitals and 360 hours in ambulance ride-alongs. It is proposed to create a separate pay line for members which would compensate them at a rate halfway in between what they receive currently and what they will receive when they become a licensed paramedic, as described in the staff memo. I.A.F.F. supports the proposal. Discussion ensued. C. Farr moved to approve Resolution No. 19-104, seconded by C. Sanders. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C Pearce, yes –C. Sanders, yes – C. Clevenger, yes – C. Stewart, yes. Motion carried.

Consideration of a Resolution Amending the General Fund Budget for Fiscal Year 2018-2019 in the Amount of \$23,549 for MARRS System 2018 Annual Support Fee (Resolution No. 19-016). City Administrator Berlin asked Police Chief Steve Beamer to present this item to Council. Chief Beamer stated that the Metropolitan Area Regional Radio System (MARRS) is the system that operates the public safety radios. The MARRS system's infrastructure includes radio towers throughout the region and a computer network which integrates the functions. The infrastructure is maintained by the City of Kansas City, Missouri (KCMO) and all users of the system pay an annual fee for each radio. In its memo, staff notes that KCMO failed to invoice North Kansas City for the infrastructure support in FY 2018 and is now requesting payment for that year. The amount budgeted in FY 2019 is sufficient to pay for the FY 2019 fee only; there are not funds appropriated to cover the 2018 invoice. Staff recommends approval of a budget amendment in the amount of \$23,549 to appropriate the funds needed to pay the 2018 annual support fee for the MARRS system. Discussion ensued. C. Farr moved to approve Resolution No. 19-016, seconded by C. Clevenger. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C Pearce, yes –C. Sanders, yes – C. Clevenger, yes – C. Stewart, yes. Motion carried.

Resolution No. 19-016  
– Budget Amendment  
for Regional Radio  
Support Services.



Consideration of an Ordinance Adopting and Approving a License Agreement By and Between the City of North Kansas City, Missouri and Kansas City Power and Light Company Regarding the Installation, Operation and Maintenance of Electric Vehicle Charging Stations in Macken Park in the City {Bill No. 7387 (Ordinance No. 9184)}. City Administrator Berlin stated that several months ago, at the suggestion of a resident, staff contacted KCP&L to discuss the possibility of having an electric vehicle charging station installed in Macken Park. Now before Council for approval is a site license agreement for an electric vehicle charging station in the southeast corner of Macken Park. The agreement provides, in essence, that KCP&L will install and maintain the charging station at its expense for a ten-year period. Users will pay an electricity charges incurred. Discussion ensued. C. Farr moved that Bill No. 7387 be placed on first reading, seconded by C. Sanders. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C Pearce, yes –C. Sanders, yes – C. Clevenger, yes – C. Stewart, yes. Motion carried. Bill No. 7387 was read. C. Farr moved that Bill No. 7387 be placed on second and final reading and passed as Ordinance No. 9184, seconded by C. Sanders. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C Pearce, yes –C. Sanders, yes – C. Clevenger, yes – C. Stewart, yes. Motion carried. Bill No. 7387 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9184, was signed and approved by the Mayor, and attested by the City Clerk.

Ordinance No. 9184 –  
Electric Vehicle  
Charging Station Site  
License Agreement

Consideration of an Ordinance Approving Appointment of Steven R. Fuller as Municipal Judge and Adopting a Contract By and Between the City of North Kansas City, Missouri, and Steven R. Fuller for Professional Legal Services to Serve as Municipal Judge of the City {Bill No. 7385 (Ordinance No. 9182)}. City Administrator Berlin asked City Counselor Tom Barzee to present this item to Council. Mr. Barzee stated the position of Municipal Judge is appointed by the Mayor and approved by the Council. The Municipal Judge serves a term of two years. The City has a contract with the Municipal Judge establishing certain terms, including salary. Presented for Council consideration is an ordinance re-appointing Municipal Judge Steven Fuller. The terms of the agreement with Judge Fuller are the same as for the previous term. Discussion ensued. C. Farr moved that Bill No. 7385 be placed on first reading, seconded by C. Stewart. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C Pearce, yes –C. Sanders, yes – C. Clevenger, yes – C. Stewart, yes. Motion carried. Bill No. 7385 was read. C. Farr moved that Bill No. 7385 be

Ordinance No. 9182 –  
Appointment of  
Municipal Judge

placed on second and final reading and passed as Ordinance No. 9182, seconded by C. DeLong. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C Pearce, yes –C. Sanders, yes – C. Clevenger, yes – C. Stewart, yes. Motion carried. Bill No. 7385 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9182, 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 March 15, 2019 {Bill No. 7388 (Ordinance No. 9185)}. C. Farr moved that Bill No. 7388 be placed on first reading, seconded by C. Stewart. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C Pearce, yes –C. Sanders, yes – C. Clevenger, yes – C. Stewart, yes. Motion carried. Bill No. 7388 was read. C. Farr moved that Bill No. 7388 be placed on second and final reading and passed as Ordinance No. 9185, seconded by C. Stewart. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C Pearce, yes –C. Sanders, yes – C. Clevenger, yes – C. Stewart, yes. Motion carried. Bill No. 7388 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9185, was signed and approved by the Mayor, and attested by the City Clerk.

Ordinance No. 9185–  
Approving Accounts  
Due and Payable by  
the City Through March  
15, 2019

Fire Chief Hargis noted that there have been news reports about flooding upriver on the Missouri River. He stated that the river is not out of the banks in the Kansas City area and is not expected to be in the North Kansas City area. He stated there are no immediate flood concerns at this time.

Staff Comments

Mr. Berlin stated that the Upcoming City Items of Note, YMCA Monthly Financial Report for January 2019 and YMCA Monthly Financial Report for February 2019 have been included in the Council packets for review.

Public Works Director Pat Hawver reviewed the 2019 City Infrastructure Report, provided in the City Council packet.

C. Steffen expressed his thanks to the Police, Fire and Public Work Departments for their assistance in making Snake Saturday a great success. He congratulated Municipal Court Administrator Raschelle Perry on her receiving a Certificate of Appreciation from the Western Association of Court Administrators for her service to the profession. C. Steffen stated an interest in staff looking at adding batting cages with

Councilmembers’  
Comments

the improvements being discussed for Macken Park Ballfield Diamond 1.

C. Farr had nothing at this time.

C. DeLong congratulated the Lady Hornets. He thanked all those who helped with the success of Snake Saturday. He reminded everyone to come out at vote on April 2, 2019.

C. Pearce congratulated the Lady Hornets not just on their Championship Basketball win but also on their outstanding average GPA and their Champions of Character Award.

C. Sanders congratulated the Lady Hornets. He also thanked the Fire Department for working to help those employees who are obtaining their Paramedic License.

C. Clevenger congratulated the Lady Hornets. He congratulated Judge Fuller for his reappointment. He stated that he attended a Life Unlimited People First meeting earlier this evening. He stated that group was wanting to volunteer in North Kansas City by adopting a segment of road to clean the right-of-way. Mr. Berlin said he would have staff look into this.

C. Stewart had nothing at this time.

Mayor Don Stielow displayed the plaque and ribbon that the City received for its contribution to Snake Saturday.

Mayor's Comments

C. Stewart moved to adjourn at 7:55 p.m., seconded by C. Farr. The roll was called, and the vote was as follows: C. Steffen, yes – C. Farr, yes – C. DeLong, yes – C Pearce, yes –C. Sanders, yes – C. Clevenger, yes – C. Stewart, yes. Motion carried.

Adjournment

Council Adjourned



\_\_\_\_\_  
Mayor

Attest:

  
\_\_\_\_\_  
City Clerk

Approved this 19<sup>th</sup> day of March 2019